

**EMPLOYMENT AGREEMENT  
BETWEEN  
WATERBURY BOARD OF EDUCATION  
AND  
DR. KATHLEEN M. OUELLETTE  
SUPERINTENDENT OF SCHOOLS**

It is hereby agreed by and between the Board of Education for the City of Waterbury, acting by and through the Mayor of the City of Waterbury, duly authorized (hereinafter referred to as the "Board") and Dr. Kathleen M. Ouellette (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Dr. Kathleen M. Ouellette as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. § 10-157, and that Dr. Kathleen M. Ouellette hereby accepts such employment, upon the terms and conditions hereinafter set forth.

**1. Certification**

Prior to commencing work under this Agreement, and at all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

**2. Duties**

The Superintendent shall serve as the chief executive officer of the Board. The role of the Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not

particularly set forth. The Superintendent advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to her own employment are under consideration. The Superintendent or her designee, as authorized by the Board, shall attend all Board Committee meetings.

**3. Term of Agreement**

A. This Agreement shall take effect on November 28, 2011, and shall remain in effect through and including June 30, 2014.

B. Prior to the end of the first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement

C. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board this contract clause.

D. Anything in this section to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

**4. Work Year**

The work year for the Superintendent shall be twelve months.

## 5. BASE SALARY

As used in this agreement, the term "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. The Superintendent's annual base salary shall be pro-rated for partial years of service as Superintendent.

A. For the period November 28, 2011 through June 30, 2012, the Superintendent shall be paid a total "**ANNUAL BASE SALARY**" comprised of the following two (2) parts:

- (1) a cash component of \$185,000, and payable in 26 equal installments every two weeks; and
- (2) a total sum of \$20,000, to be paid in installments during the course of the school year, as to which amount the Superintendent will arrange pursuant to a legally binding salary reduction agreement to have an elective deferral deducted from her salary on a pre-tax basis as permitted under Section 403(b) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice pursuant to the Board's 403(b) Plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.
- (3) For the purposes of reporting the Superintendent's salary and for determining her contributions for a particular contract year to the Connecticut Teachers' Retirement System, the Board shall include the full amount of the Superintendent's total annual base salary, which includes the sum of the amounts specified in Sections (1) and (2).

B The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term.

If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

**6. ANNUAL PERFORMANCE BONUS**

The Superintendent may be eligible for a \$5,000 bonus in the second and third years of this Agreement if she achieves goals specifically identified in a strategic plan developed by the Superintendent and approved by the Board in year one of the Agreement.

**7. FRINGE BENEFITS**

**A. Sick Leave**

a. The Superintendent shall be credited with one and one quarter (1 ¼) days of sick leave for each month of completed service under this Agreement.

b. Unused sick leave may be accumulated without limitation. The Board shall credit the Superintendent with forty-five (45) sick days upon commencement of this Agreement.

c. Upon full normal retirement pursuant to the Connecticut State Teachers' Retirement System or death, the Superintendent or her estate will be paid 60% of her then accumulated sick leave, but in no event shall such payment exceed 100 days valued at her then existing per diem rate of pay, which shall be calculated at 1/260 of the Superintendent's annual Base Salary.

**B. Vacation**

a. The Board shall provide the Superintendent with twenty-five (25) days of vacation per contract year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Superintendent at the beginning of each contract year. The number of vacation days shall be pro-rated for any partial years of service as Superintendent. Unused vacation days shall be accumulated with no limit.

b. The Superintendent shall provide notice of her intention to take vacation within a reasonable time prior to the desired vacation dates. The President of the Board or the Board's designee may deny the proposed vacation dates based upon the legitimate needs of the district, as determined by the Board President or designee. Approval of vacation requests shall not be unreasonably withheld and denials will be stated in writing within a reasonable time prior to the scheduled vacation.

c. All accumulated vacation time shall be paid to the Superintendent or her estate as soon as possible following retirement, resignation, termination or death at the then effective per diem rate of pay calculated at 1/260 of the Superintendent's annual Base Salary.

**C. Personal Leave**

a. The Superintendent may be granted five (5) leave days per contract year for necessary personal business which cannot be transacted other than during working hours or for the observance of religious holidays. The number of personal leave days shall be pro-rated for any partial years of service as Superintendent. Necessary personal leave shall be non-cumulative. Except in the case of an emergency, the Superintendent

must request permission from the Board President to take such leave at least twenty-four (24) hours in advance.

**D. Retirement Benefits**

a. The Superintendent shall be entitled to participate in the City's Defined Contribution Retirement Plan (401(a) Plan), as such plan may change from time-to-time.

b. The Superintendent shall be entitled to participate in the City's 457(b) Retirement Savings Plan, as such plan may change from time-to-time.

c. Under no circumstances will the total amount of contributions made by or on behalf of the Superintendent exceed the maximum amount permitted under §415 of the Internal Revenue Code.

**E. Health Benefits**

a. Employee Health Benefits: Throughout the term of this agreement, the Superintendent shall be entitled to active employee health benefits (medical, prescription drug and dental) available to employees represented by the School Administrators of Waterbury (S.A.W.), pursuant to the plan(s) offered to such employees and subject to all applicable conditions and limitations governing participation and benefits provided there under, including but not limited to premium cost sharing, as such may change from time to time. Premium cost sharing shall be by payroll deduction, with such contributions being made on a pre-tax basis pursuant to Section 125 of the Internal Revenue Code.

b. Retiree Health Benefits: If the Superintendent is participating in the City's medical insurance plan at the time of retirement and retires with a full normal retirement under the Connecticut State Teachers' Retirement System, then the Superintendent shall be eligible to participate in such medical insurance plan(s) which the City provides to

active S.A.W. bargaining unit employees, as such plans may change from time-to-time, and subject to the same conditions as may exist at any time for active employees. Such coverage shall be provided to the Superintendent and her eligible spouse, who was enrolled in a plan at the time of retirement, and/or eligible dependents, who were enrolled in a plan at the time of retirement, subject to the payment of the applicable cost of the plan and until such time that the Superintendent becomes eligible for Medicare. The Superintendent may not enroll any spouse or dependents after the time of retirement.

The Superintendent shall pay the same premium cost share as active employees are required to pay pursuant to the S.A.W. collective bargaining agreement or any successor agreement, as such may change from time-to-time. Notwithstanding any provisions of Conn. Gen. Stat. Section 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. Section 10-183t.

If the Superintendent is eligible for Medicare at the time of retirement or becomes eligible for Medicare subsequent to retirement and wishes to continue to receive retiree health insurance coverage from the City, she must participate in Medicare Part A and Part B and shall be responsible for any premiums for Medicare Part A and Part B. The City will provide access to a Medicare supplement plan, and the Superintendent shall be responsible for 20% of the cost of this supplement plan. The Superintendent may enroll his/her eligible spouse who was enrolled in a plan at the time of retirement and/or eligible dependents that were enrolled in a plan at the time of retirement subject to payment of

20% of the applicable cost of the plan. The Superintendent may not enroll any spouse or dependents that were not enrolled in a plan at the time of retirement.

F. **Life Insurance**

a. The City shall provide, without charge to the Superintendent, life insurance benefits in an amount equal to 2 times the Superintendent's cash component of the annual base salary (see Section 5.A.1), rounded to the next higher \$1000, if not already a multiple thereof, to a maximum of \$500,000 when combined with the Optional Life elected benefit.

The City reserves the right to change carriers or plans provided the coverage amounts remain the same.

**Guaranteed Issue Amount** means an amount of insurance for which the carrier does not require Proof of Insurability.

**Proof of Insurability** means evidence satisfactory to the carrier of a person's health and other information related to insurability which enables the carrier to determine whether the person can become insured, or is eligible for an increase in coverage.

Proof of Insurability will be required for Basic and Optional Life combined benefit amounts of more than \$300,000. No amount of Your Basic Life Insurance in excess of the Guaranteed Issue Amount shall become effective prior to the carrier's approval of Proof of Insurability.

b. In addition to the life insurance provided above, the Superintendent may purchase, at her cost, supplemental life insurance coverage, subject to the following conditions:

(1) Optional Life Insurance must be elected in accordance with the terms of the Policy and any required premium must be paid in order for the insurance to begin. The initial election period is within 31 days of hire. Any election made after this initial 31 day period will be subject to the carrier's underwriting rules and evidence of insurability requirements. Note that the Basic and Optional Life Guarantee Issue maximum (\$300,000) applies to the initial election period.

(2) Coverage shall be an amount equal to 1 times the Superintendent's cash component of the annual base salary (see Section 5.A.1), rounded to the next higher \$1000, if not already a multiple thereof, to a maximum of \$500,000 when combined with the Basic Life benefit. In no event may the combined Basic and Optional Life Insurance benefit amounts exceed \$500,000. Proof of Insurability will be required for Basic and Optional Life combined benefit amounts of more than \$300,000.

Deductions from the Superintendent's pay for the total cost of this additional life insurance coverage shall be made in accordance with the pay cycle.

c. The City shall provide and pay for accidental death and dismemberment coverage in an amount Equal to 2 times the Superintendent's cash component of the annual base salary (see Section 5.A.1), rounded to the next higher \$1,000, if not already a multiple thereof. The maximum AD&D benefit is \$500,000. Basic Accidental Death and Dismemberment Insurance Coverage is 24 hour coverage.

**G. Travel Accident Insurance**

The Board shall provide the Superintendent with Travel Accident Insurance with twenty-four (24) hour coverage in the amount of \$100,000.00.

**H. Professional Expenses**

Subject to budgeted appropriations and prior approval of the Board, the Superintendent may be reimbursed for out-of-pocket expenses incurred in the performance of her professional duties, which include but are not limited to reimbursement for professional activities, dues, courses, and reasonable travel, in accordance with City of Waterbury purchasing and reimbursement policies, as such may be amended from time to time.

**I. Flexible Spending Account**

The Superintendent shall be entitled to participate in the City's Flexible Spending Account set up pursuant to Section 125 of the I.R.S. Code.

**8. Evaluation Format**

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this contract. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question and the Superintendent's performance of the other elements of her duties as set forth in Section 2 of this Agreement. The evaluation format established by the Board shall provide for an assessment as to the overall performance and as to the specific criteria set forth in the evaluation format of this contract.

The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable

evaluation format. In any event, the Board shall adopt an evaluation format on or before July 1 of each year of this agreement.

In addition, the Board shall provide the Superintendent with informal feedback on her performance in December of each year of this contract, in an Executive Session called for this purpose.

**9. Evaluation**

The Board in executive session shall evaluate the Superintendent no later than 90 days but not less than 30 days prior to the expiration of each year during the term of this contract. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than July 1st of each contract year of this Agreement. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. No later than September 1<sup>st</sup> of each contract year of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

The Superintendent shall provide the Board with a copy of this contract clause, no later than April 1st of each contract year of this Agreement.

**10. Termination of Agreement**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) calendar days, except that the ninety (90) calendar day notice is not required if termination is part of an action to implement a new contract

between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

C. The Board may terminate this Agreement during its term for one or more of the following reasons:

- (1) Inefficiency or incompetence;
- (2) Insubordination against reasonable rules of the Board of Education;
- (3) Moral misconduct;
- (4) Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence;
- (5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) calendar days after receipt from the Board of written notice that contract termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which shall be held within thirty (30) calendar days after receipt of such request. The Board shall render its decision within fifteen (15) calendar days of the completion of such hearing and shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. Such hearing may be in executive or public session at the option of the Superintendent. The Superintendent shall have the right to her own counsel at her own expense in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

**11. Outside Professional Activities**

The Superintendent may undertake with prior approval of the Board consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with her responsibilities as Superintendent, and further provided that such activities are conducted within the limits of available accumulated leave time.

**12. General Provisions**

- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

The Board and the Superintendent irrevocably agree that any action at law, suit in equity, or other judicial proceeding for the enforcement of any provision of this Agreement shall be instituted only in the courts of the County of New Haven,

Judicial District of Waterbury, State of Connecticut or in any Connecticut federal court of competent jurisdiction.

THE CITY OF WATERBURY  
BOARD OF EDUCATION

*Kathleen M. Ouellette*  
Dr. Kathleen M. Ouellette  
Superintendent of Schools

\_\_\_\_\_  
Michael J. Jarjura  
Mayor, Acting On Behalf of The  
Board of Education

Date August 26, 2011

Date \_\_\_\_\_

APPROVED AS TO FORM:

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Office of Corporation Counsel

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