

CLINTON PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT FOR
Business Manager

1. Preamble

This Agreement is made by and between the Clinton Board of Education (the "Board") and Carolyn B. Dickey, in accordance with the Board's action on August 17, 2015 in authorizing the Superintendent of Schools, to execute a contract of employment with Carolyn B. Dickey as the Board's Business Manager. The Board hereby employs Carolyn B. Dickey as Business Manager, and Carolyn B. Dickey hereby accepts employment as Business Manager, on the terms and conditions set forth in this Agreement.

2. Term of Employment

This Agreement is effective July 1, 2019, and shall continue through June 30, 2022, unless terminated at an earlier date in accordance with Section 11. Notwithstanding the foregoing, the Board and the Business Manager may extend the term of the Business Manager's employment by mutual agreement. Any such extension of the Business Manager's employment shall be memorialized in writing as an addendum to this Agreement.

Notwithstanding anything in this section to the contrary, the provisions of this Agreement entitled "Termination of Contract" shall take precedence, and the Business Manager's employment may be terminated at any time under the provisions of that section.

3. Certification

The Business Manager shall maintain State of Connecticut Department of Education certification throughout the term of this Agreement.

4. Work Year

In carrying out her duties under this Agreement, the Business Manager shall work a twelve-month year, less any paid days off covered under this Agreement.

5. Duties

Under the direction and supervision of the Superintendent of Schools, the Business Manager shall be responsible for all aspects of the business operations of the Clinton Public Schools, including but not limited to: financial planning and control; preparation and submission of the annual budget; accounting, including maintenance of internal accounts, payroll preparation, budget monitoring and financial recordkeeping; financing and bond issues; data processing; purchasing; inventory control; preparing fiscal and related reports for the Superintendent of Schools, Board and state and federal agencies; supervision and management of business office personnel employed by the Board; attendance at Board meetings and related meetings as deemed necessary by the

Superintendent of Schools and/or the Board in connection with the management of the business operations of the Clinton Public Schools; and such other duties related to the management of the business operations of the Clinton Public Schools as may be deemed necessary by the Superintendent of Schools and/or the Board and/or as set forth in any applicable job description.

In carrying out the duties set forth above, the Business Manager shall at all times comply with all applicable federal and state laws, Board policies, administrative regulations and accounting standards and procedures.

6. Compensation

The Business Manager's salary shall be paid in equal biweekly installments on the same schedule as for other twelve-month employees of the school district.

The Business Manager's salary for the 2019-2020 fiscal year shall consist of the sum of the following:

- 1) a cash component in the amount of one hundred thirty-six thousand, two hundred seventy-eight dollars and eighty-eight cents (\$136,278.88) plus,
- 2) seven thousand six hundred dollars and no cents (\$7,600.00), which amount the Business Manager, pursuant to a legally binding salary reduction agreement, will arrange to have contributed as an elective deferral in accordance with Section 403(b)(12)((A)(ii) of the Internal Revenue Code toward the purchase of a Section 403 (b) annuity with a tax sheltered annuity company of her choice.

The Business Manager's salary for the 2020-2021 fiscal year shall consist of the sum of the following:

- 1) a cash component in the amount of one hundred thirty-nine thousand, six hundred eighty-five dollars and eighty-five cents (\$139,685.85) plus,
- 2) seven thousand six hundred dollars and no cents (\$7,600.00), which amount the Business Manager, pursuant to a legally binding salary reduction agreement, will arrange to have contributed as an elective deferral in accordance with Section 403(b)(12)((A)(ii) of the Internal Revenue Code toward the purchase of a Section 403 (b) annuity with a tax sheltered annuity company of her choice.

The cash (A) and annuity (B) components of the Business Manager's salary for subsequent years shall be set by the Board based on the recommendation of the Superintendent. Adjustments in the salary shall be in the form of an amendment and shall become a part of this Agreement.

7. Fringe Benefits

The Board shall provide the Business Manager with the following fringe benefits:

- A. The Business Manager shall have the option to enroll in the State Partnership Plan medical benefit plan and in the dental benefit plan that are offered to other administrative employees of the Board. For the 2019-2020 fiscal year, the Business Manager shall pay twenty percent (20%) of the premium cost for herself, her spouse and any eligible dependents in said plan and the Board shall pay the remaining premium cost. For the 2020-2021 fiscal year, the Business Manager shall pay twenty-one percent (21%) of the premium cost for herself, her spouse, and any eligible dependents in said plan and the Board shall pay the remaining premium cost. The amount of premium cost sharing for subsequent contract periods shall be set by the Board based on the recommendation of the Superintendent prior to July 1 of each of those full contract years.
- B. The Board shall pay ninety percent (90%) of the premium cost of a group life insurance coverage that is equal to twice the Business Manager's salary as of July 1 of the applicable year. The Business Manager shall pay the remaining premium cost.
- C. The Board shall provide group disability insurance for the Business Manager with the following features: a ninety (90) day waiting period; maximum monthly benefit of five thousand dollars (\$5,000.00) payable for a five-year maximum due to disability or lifetime due to accident. This disability insurance benefit is subject to terms and conditions set by the insurance carrier. The Business Manager may use accumulated sick leave to supplement the amount of any disability insurance payments.
- D. The Business Manager shall be entitled to twenty (20) vacation days in each full year of this Agreement. If for any reason the Business Manager leaves this position before the end of the contract year, her vacation days for that year will be pro-rated to reflect the percentage of the year worked. The scheduling of the Business Manager's vacation shall be done with the approval of the Superintendent.
- E. The Business Manager shall be entitled to fifteen (15) sick leave days in each full year of this Agreement. Sick leave accumulated and unused during her employment with the Board prior to this Agreement shall be carried over to this Agreement. All sick leave shall be cumulative to a maximum of two hundred forty (240) days.
- G. At the request of the Business Manager, the Board, consistent with relevant statutes, shall withhold from each biweekly paycheck and transfer an amount determined by the Business Manager to a tax-deferred annuity program of her choosing. Any such withholding and transfer shall be in addition to the payment made by the Board pursuant to Section 4 of this Agreement.
- H. The Business Manager shall be granted up to five (5) days for any death in the family during the term of this Agreement. Additional funeral leave may be granted at the discretion of the Superintendent.

- I. The Business Manager shall receive up to four (4) personal leave days in each full year of this Agreement. Personal leave may be used for attending to personal business that cannot be scheduled outside of normal business hours.
- J. The Business Manager shall receive paid holidays designated by the Board and consistent with designated holidays for district administrators.

8. Pension

The Clinton Board of Education will provide a Pension Plan for the Business Manager as outlined in the Pension Plan. The employee shall contribute one percent (1%) of earnings to the pension fund, by payroll deduction.

9. Disability

In the event that the Business Manager is unable to perform any or all of her duties by reason of illness or accident, the Business Manager shall have leave for such purpose charged to the accumulated sick leave provided in Section 4 of this contract. Upon completion of the waiting period, the Business Manager shall receive disability insurance benefits from the plan provided in Section 4, paragraph C of this contract, if eligible. Accumulated sick leave may be used to supplement payments under the disability insurance plan. If the Business Manager's disability exists for a period of more than twelve (12) months, or if such disability is permanent, irreparable or of such nature as to make the performance of the Business Manager's duties impossible, the Board may, at its option, terminate this contract, whereupon the respective duties, rights, and obligations of the parties shall terminate.

10. Evaluation

The Business Manager shall be evaluated annually by the Superintendent. Such evaluation shall be in writing and shall be based primarily upon a set of goals mutually agreed upon by the Superintendent and the Business Manager and in accordance with the position description. In the event the Superintendent determines that the Business Manager's performance is deficient in any respect, s/he shall describe in writing, in reasonable detail, said deficient performance. The evaluation shall contain recommendations as to areas of improvement in all instances where the Superintendent deems performance to be deficient and all other instances where the Superintendent deems such to be necessary and appropriate.

11. Termination of Contract

- A. The parties may, by mutual consent, terminate this Agreement at any time during the term of the Agreement.
- B. The Board may terminate this Agreement during its term for good cause.

11. General Provisions

- A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- B. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

CLINTON BOARD OF EDUCATION

By: Maryann R. O'Donnell 6/25/19
Maryann R. O'Donnell Date
Superintendent of Schools

CAROLYN B. DICKEY

Carolyn B. Dickey 6-25-19
Carolyn B. Dickey Date
Business Manager