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EMPLOYMENT AGREEMENT

CROMWELL BOARD OF EDUCATION

and the

DIRECTOR OF FACILITIES, INFORMATION AND OPERATIONS

March 5, 2018 - June 30, 2020

EMPLOYMENT AGREEMENT

This Agreement made this 5th day of **March 2018** by and between the Board of Education of the Town of Cromwell, Connecticut (hereinafter referred to as "the Board") and Thomas Litwinczyk, Director of Facilities, Information and Operations.

WITNESSETH

WHEREAS, the parties wish to enter into a written agreement regarding the employment of Mr. Thomas Litwinczyk, as the Director of Facilities, Information and Operations (attachment).

NOW THEREFORE, the parties agree as follows:

- 1. EMPLOYMENT AND TERM. The Board hereby agrees to employ Mr. Thomas Litwinczyk as the Director of Facilities, Information and Operations in accordance with the terms of this Agreement, to perform the duties of the position under the direction and as specified by the Superintendent of Schools, for a term commencing March 5, 2018 and terminating June 30, 2020. Prior to the conclusion of the year of this agreement the Board, at the request of the Superintendent, will consider a one (1) year extension to the agreement.
- 2. DUTIES. The Director of Facilities, Information and Operations agrees to devote his energies to his position in Cromwell. He shall be employed under the direction and supervision of the Superintendent of Schools, and understands that this is a full time, year round position. His duties and responsibilities shall include all those tasks associated with this Manager's position plus any additional duties and responsibilities required by the Board or the Superintendent.

2. INSURANCE BENEFITS

A. The Director of Facilities, Information and Operations shall have the option of enrolling in

a High Deductible Health Plan with Health Savings Account.

The HDHP plan shall have the following elements:

Plan Features	2017-2020
Annual Deductibles	\$2,500/\$5,000
In-network co-insurance	100%
Out of network co-insurance	70%/30%
In Network out of pocket maximums	\$3,500/\$7,000
Out of Network out of pocket maximums	\$5,000/\$10,000
Preventative Care Rider	100%
Prescription Drugs	\$5/\$25/\$40 after deductible

B. The Director of Facilities, Information and Operations shall make the following contribution toward the cost of the annual premium for the selected health insurance plan:

(i) HDHP with HSA Plan 2017-2018 16.5% 2018-2019 17.5% 2019-2020 18.5%

The Board agrees to fund 50% of the applicable HSA deductible amount during the term of the contract. The Board's contributions toward the applicable HSA deductible amount will be deposited **on or about July 1**st **each year of the contract.** The Board shall have no obligation to fund any portion of the HSA deductible amount upon retirement of the Director of Facilities, Information and Operations or upon his separation from employment.

The contribution rate will be computed effective July 1 of each contract year.

C. The Director of Facilities, Information and Operations shall have the option of enrolling in the Blue Cross/Blue Shield full service dental plan.

The Board shall provide the following payments for individual, two person, and/or family coverage:

2017-2018 79.0% 2018-2019 78.5% 2019-2020 78.0%

The Director of Facilities, Information and Operations may elect coverage under Dental Rider A, but the cost of such coverage shall be borne entirely by the member.

- D. Group Life insurance coverage in the amount of two (2) times the Director of Facilities, Information and Operations annual salary.
- E. Insurance carriers may be changed at any time providing the benefits remains substantially equivalent.
- F. The Board shall make available to the Director of Facilities, Information and Operations Internal Revenue Code Section 125 premium conversion plan for the payment of such premium expenses.
- G. The Director of Facilities, Information and Operations may be eligible to participate in the Town of Cromwell Retirement Plan as

required by the Master Plan of the Town of Cromwell, subject to the rules and regulations of the Master Plan.

3. LEAVES

a. Sick Leave.

The Director of Facilities, Information and Operations shall be granted annually **20** days of sick leave with full pay. Sick leave shall be accumulative to 150 days.

b. Personal Leave.

The Director of Facilities, Information and Operations may receive full pay for a maximum of 5 days in any school year for absences caused by death in the immediate family (including attendance at the resulting funeral), care of ill members of the immediate family, religious holidays, compulsory legal matters, and for other reasons as approved by the Superintendent of Schools. The immediate family shall be defined to include parents, spouse, child siblings, spouse's parents, legal guardian and any relatives living in the employee's household. Under unusual circumstances, the Superintendent of Schools may, in a particular instance, extend the definition of immediate family to include relatives other than those numerated above or extend the maximum allowance of five (5) days per year.

To qualify for such leave, the Director of Facilities, Information and Operations must request it through the Superintendent of Schools stating reasons and whenever possible must make the request at least twenty-four (24) hours in advance.

c. Conference & Training Leave.

When it is evident that workshop or conference attendance, observation of an activity outside the school district or training will contribute to the effectiveness of the Director of Facilities, Information and Operations, the Superintendent may grant such leave without loss of pay.

The Board may reimburse the Director of Facilities, Information and Operations attendance to include necessary expenses, including registration and cost of materials.

WORK YEAR.

A. The work year shall be twelve (12) months with 22 days' vacation time. At no time can more than twelve (12) vacation days be carried over to the next year. During extended seasonable vacations (Winter, Spring), the Director of Facilities, Information and Operations will work a minimum of two (2) days during one of the seasonal vacations and three (3) days during the other seasonal vacation, to be designated by mutual agreement between the Superintendent and the Information Systems Manager.

- B. Vacation times requested by the Director of Facilities, Information and Operations shall be made at least one week in advance, subject to approval by the Superintendent.
- C. If the Director of Facilities, Information and Operations is called into work while on vacation, he shall be compensated at his per diem rate for each day he is required to work.
- D. The Director of Facilities, Information and Operations is entitled to the following thirteen (13) legal holidays during the calendar year:

July 4th
Labor Day
Columbus Day
Good Friday
Memorial Day
2 Floating Holidays

New Year's Day
Martin Luther King Day
President's Day
Thanksgiving Day and
the Friday following
Christmas Day (the day
before or day following if
Christmas falls on weekend)

- E. If school is held on the holidays listed in Section 3, the employee shall be provided a substitute floating holiday to be taken during the course of the school year. The employee must secure approval of his/her immediate supervisor before taking the floating holiday.
- F. For purpose of computation, the work year shall be stated at 222 days.

5. WORK WEEK.

- A. The work week shall be normally the same hours occurring during the business day as specified by the Superintendent of Schools. The Director of Facilities, Information and Operations may be required to work beyond the normal workweek without further compensation, due to non-scheduled emergencies.
- B. The Director of Facilities, Information and Operations shall be required to attend meetings beyond the normal workday.
- C. The Director of Facilities, Information and Operations shall be allowed to follow accepted office practices for school closings as established by the Superintendent of Schools.
- 6. **Travel.** The Board shall reimburse the Director of Facilities, Information and Operations for business and travel in the amount of Three Thousand Dollars (\$3,000) yearly for the duration of this contract. The stipend will also cover additional attendance for evening meetings.

7. SALARY.

A. The salary compensation for the remainder of 2017-2018 work-year shall be One Hundred and Twenty Thousand Dollars (120,000) prorated from the start date of March 5, 2018. The salary compensation for the 2018-2019 work-year shall be One Hundred and Twenty Three Thousand Dollars (123,000). The salary compensation for the 2019-2020 work year shall be One Hundred and Twenty Six Thousand