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**EMPLOYMENT AGREEMENT**  
**BETWEEN THE**  
**CROMWELL BOARD OF EDUCATION**  
**and the**  
**Business Manager**

**July 1, 2018 – June 30, 2021**

## EMPLOYMENT AGREEMENT

This Agreement made this 1st day of July, 2018 by and between the Board of Education of the Town of Cromwell, located in the County of Middlesex and State of Connecticut (hereinafter referred to as "the Board") and Ann Burke.

### WITNESSETH

WHEREAS, the parties wish to enter into a written agreement regarding the employment of Mrs. Burke as the Business Manager.

NOW THEREFORE, the parties agree as follows:

1. EMPLOYMENT AND TERM. The Board hereby agrees to employ Mrs. Burke as the Business Manager 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 July 1, 2018 and concluding June 30, 2021.
  
2. DUTIES. The Business Manager agrees to devote her energies to her position in Cromwell. She shall be employed under the direction and supervision of the Superintendent of Schools, and understands that this is a full-time, year- round position. Her duties and responsibilities shall include all those tasks associated with the Business Manager and may include additional duties and responsibilities as required by the Board or the Superintendent. Upon mutual agreement the Board may, after discussion with the Business Manager, revise the position description and compensation accordingly.
  
3. CERTIFICATION. As a condition of employment, the Business Manager agrees to maintain a valid Connecticut State Board of Education certification for School Business Administrator (085) for her position with the Cromwell Public Schools.
  
4. EVALUATION. The Superintendent of Schools shall evaluate the Business Manager at least annually. The written format for the evaluation and the evaluation itself shall be discussed and shared with the Business Manager.

5. BENEFITS. The Board shall provide the Business Manager the following benefits;

5.1 WORK YEAR. For the purposes of establishing equitable rates of pay, an Administrative Year shall be twelve (12) months with four (4) weeks of vacation time.

Vacation times requested shall be subject to approval by the Superintendent. With advance notification to the Superintendent, the Business Manager may carry over ten (10) vacation days from the year in which they were earned to the succeeding year, but the total of all vacation days, including time carried over, shall not exceed thirty (30) days. For purposes of computation, the work year shall be stated at 260 days.

If the Business Manager is called into work by the Superintendent while on approved leave, she shall be compensated at her per diem rate for each day she is required to work.

Upon retirement or resignation from the Cromwell Public Schools the Business Manager shall be paid for all unused accumulated vacation days at the current per diem rate.

5.2 WORK DAY. The Business Manager shall carry out her professional responsibilities to the extent required by the Superintendent. In the event school closes due to inclement weather, the Superintendent may excuse the Business Manager from reporting to school if, due to weather conditions, it would be impossible or unreasonable for her to report.

5.3 HOLIDAYS. The Following Holidays shall be provided;

Labor Day	Martin Luther King Day
Columbus Day	President's Day
Good Friday	(2) Floating Holiday
Thanksgiving Day	Memorial Day
Friday (after Thanksgiving)	July 4 <sup>th</sup>
Christmas (designated day)	
New Years Day	

5.4 SICK LEAVE. The Business Manager shall be granted annually, twenty (20) days of sick leave with full pay. Sick leave shall be accumulative to two hundred twenty-two (222) days.

Extended sick leave would be provided upon exhaustion of all accumulated sick leave in the event of serious illness at the rate of seventy-five percent of the normal sick leave rate to a maximum of 120 days.

If the Business Manager retires from the Cromwell Public School System with ten years of service to Cromwell she shall be reimbursed, at the current per diem rate, for one-quarter (1/4) of unused sick days to a maximum of Thirty (30) days.

5.5 PERSONAL LEAVE. Business Manager will receive full pay for a maximum of five (5) days in any school year for personal matters not able to be performed during the scheduled workday, subject to the Superintendent's approval.

The Board may in its discretion, grant a long-term leave of absence without pay and without salary advancement for one calendar year for the following reasons:

1. Illness or disability beyond accumulated sick leave.
2. Serious extended illness in the Immediate family.
3. Other personal problems necessitating extended absence from school.

5.6 CONFERENCE LEAVE: When it is evident that convention or conference attendance or the observation of an activity in another school system will contribute to the effectiveness of the Business Manager, the Superintendent may grant convention or conference leaves, or permission to observe an activity in another school system without loss of pay.

The Board agrees to reimburse the Business Manager attending a convention or conference, or observing activities in another school system for reasonable and necessary expenses, including registration, travel and lodging. The Business Manager

and the Superintendent shall agree prior to the leave as to what categories of expenses are appropriate for reimbursement under the circumstances.

The decision of the Superintendent regarding approval shall be final. This shall not preclude approval of unanticipated expenses after the conference. Social expenses are not reimbursable.

5.7 **JURY DUTY LEAVE:** The Business Manager shall notify the Superintendent in writing not later than three (3) calendar days following receipt of notice of jury duty. The Business Manager shall be granted paid jury duty leave for the statutorily required period.

5.8 **INSURANCE BENEFITS:** The Board of Education shall provide the following insurance Benefits.

- A. The Business Manager shall have the option of enrolling in a High Deductible Health Plan with Health Savings Account.

The HDHP plan shall have the following elements:  
As of July 1, 2018, the following plan will be in place

<b>Plan Features</b>	<b>2018-2021</b>
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	\$15/\$25/\$40 after deduction

The Business Manager shall make the following contribution toward the cost of the annual premium for the selected health insurance plan:

- (i) HDHP with HSA Plan
  - 2018-2019 18.0%
  - 2019-2020 19.0%
  - 2020-2021 20.0%

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

The Board agrees to fund 50% of the applicable HSA deductible amount during the 2018-2021 work years. The Board's contributions toward the applicable HSA

deductible amount will be deposited **on or about July 1<sup>st</sup> in 2018, 2019 and 2020**. The Board shall have no obligation to fund any portion of the HSA deductible amount upon retirement of the Business Manager or upon her separation from employment.

- B. Group Life Insurance coverage in the amount of two (2) times the Business Manager's annual salary.
- C. The premium cost sharing for the dental insurance plan shall be:

2018	21%
2019	22%
2020	23%
- D. Insurance carriers may be changed at any time providing the overall level of benefits remains substantially equivalent.
- F. The Board shall make available to the Business Manager Internal Revenue Code Section 125 premium conversion plan for the payment of such premium expenses.
- G. The Business Manager is eligible to participate in the Town of Cromwell Pension Plan.
- H. For the purposes of calculation, the date of employment shall be August 10, 2018.

Upon separation, the Business Manager (and her spouse/domestic partner) shall be permitted, at their own expense, to continue to participate in all of the Board's health and insurance programs for up to three (3) years after Business Manager's separation date.

5.8.1 The Board shall offer group disability insurance, the entire cost of the premiums to be borne by the Business Manager election to take such coverage.

5.8.2 The Board shall provide \$200 annually for the purpose of purchasing additional insurance. The Board shall make payment, once per year, directly to the insurance provider chosen by the Business Manager. The Board will not be responsible for any increase in the cost of any benefit purchased by the Business Manager.

6.0 SALARY. Salaries under this Agreement shall be paid according to the salary schedule set forth in Appendix "A," which is attached hereto and which is a part of this Agreement.

6.1 Payment shall be paid in twenty-six payments, which shall be on a bi-weekly basis. In addition to those payroll deductions required by law, the Board will make payroll deductions as authorized in advance and in writing by the Business Manager. The Board shall cooperate in implementing a voluntary tax-sheltered annuity program, whereby the Business Manager may authorize payroll deductions for contributions to such a program.

6.2 The Business Manager shall designate a beneficiary of the estate. They shall receive, in the event of separation of employment or death of the Business Manager, any pay earned within two weeks of the date of such separation or death. Pay shall be earned pro rata, week for week, during the twelve (12) month employment year. All other entitlements shall also be directed to her beneficiary.

6.3 An annuity or tax sheltered plan chosen by the Business Manager shall have the following contribution from the BOE:

- 2018 - \$2,500
- 2019- \$2,500
- 2020- \$2,500

7. TRAVEL. The Board shall reimburse the Business Manager for business and travel in the amount of Two Thousand One Hundred dollars (\$2,100) per each year of the contract. This stipend will also cover additional attendance for evening meetings.

8. PROTECTION OF EMPLOYEES. The Board recognizes its obligations to the Business Manager under Connecticut General Statutes, Section 10-235 and 10-236a.

9. SEVERABILITY. In the event that any provision or portion of this agreement is ultimately ruled invalid by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

10. COMPLETE AGREEMENT. This Agreement constitutes the full and complete agreement between the parties and the Business Manager and the Board acknowledge that no other promises or commitments were made not contained in this Agreement unless they were reduced to writing and mutually signed by both parties.

11. TERMINATION. This Agreement shall be in force from the date of its approval and execution by both parties and shall be in effect through and including June 30, 2021, when it shall expire and be of no further force and effect. The Business Manager and the Board may, upon mutual agreement reduce to writing, extend this Agreement or replace it with a new Agreement. Notwithstanding the foregoing, this agreement and the employment relationship may be terminated at any time by the Board of Education for just cause. Nor shall anything in this agreement deprive the Superintendent of the authority to suspend or relieve the Business Manager from duty immediately when serious misconduct against her is alleged.

Business Manager

Ann Burke

Ann Burke

Date 8/15/2018

Cromwell Board of Education

By John W. Maloney Jr.

John W. Maloney Jr.  
Superintendent of Schools

Date 8/17/18

#### Appendix A

The Business Manager will receive a salary of Ninety Five Thousand Dollars (\$95,000) for the 2018-2019 fiscal year and Ninety Seven Thousand Eight Hundred Fifty Dollars (\$97,850) for the 2019-2020.



2018-2019	2019-2020	2020-2021
\$95,000	\$97,850	\$100,786