

**DIRECTOR OF FINANCIAL SERVICES
AGREEMENT
CROMWELL BOARD OF EDUCATION**

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JoAnn Doyle
TOWN CLERK
CROMWELL, CT

It is hereby agreed by and between the Cromwell Board of Education in Cromwell, Connecticut (hereinafter referred to as the "Board") and Ann Burke, (hereafter referred to as the "Director of Financial Services"), that the Board does hereby employ Ann Burke as Director of Financial Services, and that Ann Burke hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. DUTIES

Under the direction and supervision of the Superintendent of Schools, and in accordance with the policies, regulations and directives of the Board, and with all applicable laws and regulations, the Director of Financial Services shall oversee and administer the financial/business office operations of the school district.

2. TERM

Subject to the provisions of Section 8 of this Agreement, the term of employment covered by this Agreement shall be from July 1, 2023 to June 30, 2026. Prior to the end of the first year of a three-year agreement, the Superintendent, at the request of the Director of Financial Services, may agree to extend this agreement by at least one (1) year. At no time shall the contract exceed three (3) years.

3. WORK YEAR

The Work Year for the Director of Financial Services shall be a Twelve (12) month position, equivalent to Two Hundred twenty-two (222) work days, with 22 days of vacation time whenever February vacation is eliminated from the school calendar. During extended seasonable vacations (Christmas, Spring), the Director of Financial Services shall work a minimum of two (2) days during one of the seasonal vacations and three (3) days during one of the seasonal vacations to be designated by mutual agreement between the Superintendent and the Director. For purposes of computation, the work year shall be stated as 222 days. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

4. CERTIFICATION

As a condition of employment, the Director of Financial Services agrees to maintain a valid Connecticut State Board of Education certification for School Business Administrator (085) for her position with the Cromwell Public Schools.

5. **SALARY**

A. The annual base salary for the Director of Financial Services for the contract year 2023-24 will be the sum of:

- i. (a) One Hundred Forty-One Thousand Dollars Four Hundred Six Dollars and Eighty-One Cents (\$141,406.81) in periodic payments in accordance with the established pay dates for the school district. The 2023-24 annual base salary was determined by the following: 2022-23 annual salary \$130,000 x 2.25% GWI = \$ 2,925.00 plus \$8,481.81 increased equity; and
- ii. (b) Three o Thousand Dollars and No Cents (\$3,000.00) which will be paid to the Director of Financial Services in substantially equal installments during the contract year as to which the amount the Director of Financial Services will arrange to have an elective deferral deducted from her salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the catch-up limit of Section 414(v) of the Internal Revenue Code, if applicable. This amount shall then contribute toward the purchase of a 403(b) annuity with a tax-sheltered annuity company at the Director of Financial Services' selection from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan generally available to Board pursuant to Section 403(b) of the Internal Revenue Code, as amended.

B. 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. Starting with the 2024-2025 school year, the salary shall be negotiated annually between the parties. If no agreement is reached concerning the Director of Financial Services' salary for any subsequent year under the Agreement, the Director of Financial Services' salary shall continue at the rate of the preceding year unless and until such agreement is reached.

The annualized base salary amount set forth in this Agreement shall be pro-rated for any partial year of service as Director of Financial Services.

6. **BENEFITS**

A. **Pro-ration of Benefits.** The number of sick days, personal leave days and vacation days shall be pro-rated for any partial years of service as Business Manager.

B. **Sick Leave.** The Director of Financial Services 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 will be provided upon exhaustion of all accumulated sick leave in the event of serious illness at the rate of seventy-five percent (75%) of the normal sick leave rate to a maximum of one

hundred twenty (120) days. If the Director of Financial Services retires from the Cromwell Public School System with ten (10) 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. Unused sick leave shall otherwise not be compensated when employment terminates.

- C. **Personal Leave.** The Board shall provide the Director of Financial Services annually with five (5) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of normal work hours. The Director of Financial Services will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- D. **Vacation.** The Board shall provide the Director of Financial Services with twenty-two (22) vacation days annually, with such days to be taken during the year in which they are earned and with approval from the Superintendent. Vacation for a partial year of service shall be prorated. With the Superintendent's approval, unused vacation days may be accumulated to a maximum of twelve (12) days and rolled over to the following year, not to exceed thirty-four (34) days. Upon separation from employment or death, unused and accrued vacation pay will be paid to the Director of Financial Services or her estate.
- E. **Holidays.** The Director of Financial Services shall be entitled to paid holidays on legal holidays on which the District's Central Office is closed. The Director of Financial Services shall also be entitled to two (2) floating holidays.
- F. **Unpaid Leave.** 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; or (3) other personal problems necessitating extended absence from school.
- G. **Jury Duty Leave.** The Director of Financial Services shall notify the Superintendent in writing not later than three (3) calendar days following receipt of notice of jury duty. The Director of Financial Services shall be granted paid jury duty leave for the statutorily required period.
- H. **Professional Development:** 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 Director of Financial Services, the Superintendent may grant convention or conference leave, or permission to observe an activity in another school system without loss of pay. The Board agrees to reimburse the Director of Financial Services for reasonable and necessary expenses incurred in attending an approved convention or conference, or observing activities in another school system, including registration, travel and

lodging. The Director of Financial Services 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.

I. **Health Insurance.** The HSA-HDHP Plan shall be the sole insurance plan, as set forth below.

- i. The Board's full contribution toward the HSA deductible will be deposited into the HSA accounts in two equal installments, on or about July 1 and on or about January 1. The parties acknowledge that the Board's contribution toward the funding of the HSA Plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible will be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment. If the High Deductible/HSA Plan is implemented after the start of the contract year, the Board's contribution toward the funding shall be prorated for that year.
- ii. The Board's contribution to the applicable HSA deductible during the term of this contract shall be as follows: For each administrator who elects to participate in the HSA-HDHP, the Board will deposit into the administrator's HSA account one thousand two hundred fifty dollars (\$1,250) for single coverage and two thousand five hundred dollars (\$2,500) for two person or family coverage in each year the administrator selects HSA-HDHP coverage. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the administrator to pay his/her insurance premium contributions on a pre-tax basis.

iii. HDHP Plan

Plan Features	
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

iv. Premium cost share percentages for HDHP

2022-23 21.5%

2023-24	22.0%
2024-25	22.5%

- v. The premium cost sharing for the dental insurance plan shall be:

2022-25	25.0%
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- vi. Dependent eligibility for dental insurance benefits will mirror that of health insurance in that eligible dependents may continue their coverage until the end of the plan year following the attainment of age twenty-six (26) regardless of full-time student status.
- vii. The insurance carriers may be changed at any time providing the overall level of benefits remains substantially equivalent.
- viii. The Board shall make available to the Director of Financial Services Internal Revenue Code Section 125 premium conversion plan for the payment of such premium expenses.
- ix. Upon separation, The Director of Financial Services (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.
- x. The Board shall provide Two Hundred Dollars (\$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 Director of Financial Services. The Board will not be responsible for any increase in the cost of any benefit purchased by the Director of Financial Services.
- J. **Life Insurance.** The Director of Financial Services shall receive a life insurance policy equal to two (2) times her annual base salary as set forth in Section 5 above.
- K. **Disability Insurance.** The Board shall make available to the Director of Financial Services a group disability plan. The Director of Financial Services shall be responsible for 100% of the costs.
- L. **Insurance Benefits (General Provisions).** Participation in any of the insurance plans described above shall be subject to the eligibility requirements of the carrier(s). The specific elements of coverage under any such plan shall be governed by the plan documents issued by the insurance carrier/administrator. The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health insurance coverage at any time during the term of this Agreement.

M. **Reimbursement of Expenses.** The Board shall reimburse the Director of Financial Services for all expenses reasonably incurred in the performance of her duties under this Agreement in accordance with the Board's established procedures regarding such reimbursement, provided that such expenses have the prior written approval of the Superintendent of Schools. For use of her own automobile outside on school business, the Board shall provide the Director of Financial Services with a transportation allowance of Two Thousand One Hundred Dollars and No Cents (\$2,100.00) per each year of the contract. This travel allowance will also cover additional attendance for evening meetings. The transportation allowance will be treated as taxable wage income to the Director of Financial Services and will be subject to all applicable federal, state income, and payroll tax withholding requirements. The Board recognizes its obligations to the Director of Financial Services under Connecticut General Statutes, Section 10-235 and 10-236a.

N. **Pension:** The Director of Financial Services shall have the option to participate in the Town of Cromwell's Pension Plan and shall adhere to all terms and conditions contained within that plan, as may be amended from time to time. For the purposes of calculation, the Director of Financial Service's date of employment shall be August 10, 2018.

7. **EVALUATION**

The Superintendent of Schools shall evaluate the Director of Financial Services' job performance at least annually. A yearly satisfactory evaluation is a condition for contract renewal consideration.

8. **TERMINATION OF EMPLOYMENT**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Director of Financial Services shall be entitled to terminate the contract voluntarily upon written notice of sixty (60) days.
- C. The Board and/or the Superintendent may terminate this Agreement during its term for good cause.

9. **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 shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Ann Burke
Ann Burke

Date: 7/20/23

For the Cromwell Board of Education:

Celina Kelleher
Celina Kelleher
Chair, Cromwell Board of Education

Date: 7/27/23

Enza Macri
Dr. Enza Macri
Superintendent of Schools

Date: 7/18/23