

**DIRECTOR OF HUMAN RESOURCES
AGREEMENT
CROMWELL BOARD OF EDUCATION**

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JoAnn Doyle
TOWN CLERK
CROMWELL, CT

It is hereby agreed by and between the Board of Education in Cromwell, Connecticut (hereinafter called the "Board") and Michele S. DiMauro (hereinafter called the "Director of Human Resources"), that the said Board, does hereby employ Michele S. DiMauro as Director of Human Resources and that Michele S. DiMauro hereby accepts employment as Director of Human Resources 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 Human Resources shall oversee and administer the human resources operations of the school district.

2. TERM

Subject to the provisions in Section 7 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 Human Resources, may agree to extend this agreement by at least one (1) year. At no time shall the contract exceed three (3) years. At least three months prior to June 30, 2026, the Director of Human Resources shall notify the Board that her contract is about to expire and shall provide the Board this contract clause. The Board may vote for a new agreement. Anything in this paragraph to the contrary notwithstanding, the provisions of Section 8 shall take precedence and the Director of Human Resources' employment may be terminated under the provisions of said section.

3. WORK YEAR

The Work Year for the Director of Human Resources 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 Human Resources 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 Human Resources 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 Director of Human Resources' base annual salary for the contract year 2023-24 will be the sum of:
- i. (a) One Hundred Forty-One Thousand 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: 2023-24 annual salary \$138,295.17 x 2.25% GWI = \$3,111.64; and
 - ii. (b) Three Thousand Dollars and No Cents (\$3,000.00) which will be paid to the Director of Human Resources in substantially equal installments during the contract year as to which the amount the Director of Human Resources 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 contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company at the Director of Human Resources' 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 2024-25 school year, the salary shall be negotiated annually between the parties. If no agreement is reached concerning the Director of Human Resources' salary for any subsequent year under the Agreement, the Director of Human Resources' salary shall continue at the rate of the preceding year unless and until such agreement is reached.
- C. The annualized base salary amount set forth in this Agreement shall be pro-rated for any partial year of service as Director of Human Resources.

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 the Director of Human Resources.

- B. Sick Leave.** The Board shall provide the Director of Human Resources with twenty (20) sick days annually, cumulative to two hundred twenty-two (222) days. Sick days for a partial year of service shall be prorated. If the Director of Human Resources retires from the Cromwell Public School System with ten (10) years of service or more in Cromwell, she shall be paid up to one quarter (1/4) of her accumulated sick time, to a maximum of thirty (30) days, at her per diem rate. 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.
- C. Personal Leave.** The Board shall provide the Director of Human Resources 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 Human Resources 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 Human Resources 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 Human Resources or her estate.
- E. Holidays.** The Director of Human Resources shall be entitled to paid holidays on legal holidays on which the District's Central Office is closed. The Director of Human Resources 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:** The Director of Human Resources shall notify the Superintendent in writing not later than three (3) calendar days following receipt of notice of jury duty. The Director of Human Resources 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 Human Resources, 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 Director of Human Resources for reasonable and necessary expenses incurred for attending a convention or conference, or observing activities in another school system, including registration, travel and lodging. The Director of Human Resources 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%

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

2022 -25	25.0%
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v. 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.

vi. The insurance carriers may be changed at any time providing the overall level of benefits remains substantially equivalent.

vii. The Board shall make available to the Director of Human Resources Internal Revenue Code Section 125 premium conversion plan for the payment of such premium expenses.

viii. Upon separation, The Director of Human Resources (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.

ix. 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 Human Resources. The Board will not be responsible for any increase in the cost of any benefit purchased by the Director of Human Resources.

J. **Life Insurance.** The Director of Human Resources shall receive a life insurance policy equal to two (2) times her annual base salary as set forth in Section 4 above.

K. **Disability Insurance.** The Board shall make available to the Director of Human Resources a group disability plan. The Director of Human Resources 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 Director of Human Resources shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties. For use of her own automobile outside on school business, the Board shall provide the Director of Human Resources with a transportation allowance of One Hundred Seventy-Five Dollars and No Cents (\$175.00) per month. The transportation allowance will be treated as taxable wage income to the Director of Human Resources and will be subject to all applicable federal, state income, and payroll tax withholding requirements.

N. **Pension.** The Director of Human Resources 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.

7. **EVALUATION**

The Superintendent of Schools shall evaluate the Director of Human Resources' job performance at least annually.

8. **TERMINATION OF EMPLOYMENT**

A. The parties may, by mutual consent, terminate this Agreement at any time.

B. The Director of Human Resources shall be entitled to terminate the contract voluntarily upon written notice of sixty (60) days.

C. Notwithstanding the provisions of Section 2 of this Agreement, the Board may terminate the employment of the Director of Human Resources at any time for cause. Prior to taking such action, the Board, acting through the Superintendent, shall provide the Director of Human Resources with written notice of his/her reason(s) for recommending termination. Upon the written

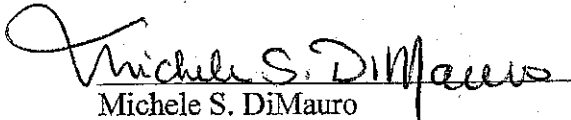
request of the Director of Human Resources no more than five days thereafter, the Board of Education shall conduct a hearing in executive session concerning that recommendation. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

- D. Nothing herein contained shall deprive the Board of the power to suspend the Director of Human Resources from duty immediately when serious misconduct is alleged without prejudice to the rights of the Director of Human Resources as otherwise provided in this Agreement.

9. **GENERAL PROVISIONS**

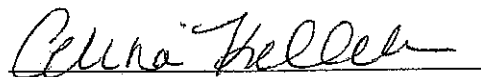
- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall 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.

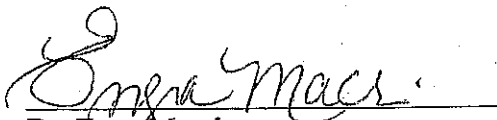

Michele S. DiMauro

Date: 7/18/2022

For the Cromwell Board of Education:


Celina Kelleher
Chair, Cromwell Board of Education

Date: 7/27/23


Dr. Enza Macri
Superintendent of Schools

Date: 7/18/23