

Agreement

It is hereby agreed by and between the Board of Education for the Town of Avon, Connecticut (hereinafter referred to as the "Board") and Susan Russo (hereinafter referred to as the "Business Manager"), that the Board does hereby employ Susan Russo as the Business Manager, and that Susan Russo hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

At all times during the term of this Agreement, the Business Manager shall maintain Connecticut State Department of Education certification as a School Business Official (085 certification).

2. Duties

Under the direction and supervision of the Superintendent of Schools, and in accordance with the Board policies and regulations and with all applicable laws and regulations, the Business Manager shall be responsible for all aspects of the business operations of the Avon Public Schools and shall perform such related duties as determined by the Superintendent of Schools.

3. Term of Agreement

Subject to the provisions of Section 8 of this Agreement, the term of employment covered by this Agreement shall be from July 1, 2022 through June 30, 2025. The Board and the Business Manager may extend the term of the Business Manager's employment beyond June 30, 2025 by mutual agreement. Any such extension of the Business Manager's employment shall be approved by the Board and memorialized in writing as an addendum to this Agreement.

4. Work Year

The work year for the Business Manager shall be twelve (12) months.

5. Base Salary

A. As used in this Agreement, the terms "year" and "contract year" shall be defined as the period which begins on July 1, 2022 and ends on June 30, 2023. The Business Manager's base annual salary shall be pro-rated for any partial year of service as Business Manager. The Business Manager's base annual salary rate for the contract year shall be One Hundred Twenty-Five Thousand Dollars (\$125,000) to be paid in installments in accordance with the Board's regular payroll periods.

B. In addition to the salary payment set forth in Section 5.A of this Agreement, the Board shall contribute \$5000 during the contract year into a tax-deferred annuity selected by the Business Manager. The annuity contribution shall be pro-rated for any partial year of service. The Board shall make the annuity contribution set forth in this section on or about June 1st.

C. Prior to June 30, 2023, of the contract year, the Board and the Business Manager shall determine the base salary and annuity for the next contract year. In the event that the Board and the Business Manager are unable to reach agreement on such terms, the base salary and annuity in effect for the preceding year shall remain in effect.

6. Fringe Benefits

A. **Sick Leave:** The Board shall provide the Business Manager with fifteen (15) sick days per fiscal year for personal illness of the Business Manager. Such sick days shall be credited to the Business Manager at the beginning of each contract year. The number of sick days shall be pro-rated for any partial year of service as

Business Manager. Sick days shall be cumulative to a maximum of two hundred twenty-five (225) days. Upon separation from employment, there shall be no payment for unused sick days.

B. Holidays: The Business Manager shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day (Floating holiday), Thanksgiving Day, the Day after Thanksgiving, and Christmas Day, and the Day after Christmas.

C. Vacation: The Board shall provide the Business Manager with twenty-five (25) days of vacation per contract year, exclusive of the holidays set forth. Such vacation days shall be credited to the Business Manager at the beginning of the contract year, provided that the number of vacation days shall be prorated for any partial year of service as Business Manager. Requests by the Business Manager to take vacation time must be submitted to the Superintendent. A maximum of ten (10) days may be carried over to the next fiscal year.

D. Personal Days: Upon the approval of the Superintendent, the Business Manager may take up to five (5) paid personal leave days per year (pro-rated for any partial year of service as Business Manager), on a non-cumulative basis, in order to attend to personal matters that cannot be addressed outside the work day. Requests for such days shall be submitted to the Superintendent with at least forty-eight hours advanced notice.

E. Health and Dental Insurance Benefits: The Business Manager shall have the right to enroll herself, her spouse and her eligible dependents in the health insurance plan provided to non-affiliated staff employed by the Board, and in the dental insurance plan provided to non-affiliated staff employed by the Board, as such plans may be amended from time to time. The Business Manager shall pay, through payroll deduction, nineteen and one-half percent (19.5%) of the premiums for health and dental insurance coverage for the 2022-23 contract year.

- a. BOE contribution to be split into two equal installments and to be deposited July 2022 & January 2023

The Board shall contribute One Thousand Dollars (\$1,000) of the single coverage HSA deductible or Two Thousand Dollars (\$2,000) of the two person or family coverage HSA deductible for the Business Manager, in the same manner as applicable to non-affiliated staff employed by the Board. Prior to June 30, 2023, the Board and Business Manager shall determine the insurance terms for the next contract year. In the event that the Board and the Business Manager are unable to reach agreement on such terms, the insurance terms in effect for the preceding year shall remain in effect.

F. Life Insurance: The Board shall provide and pay for term life insurance for the Business Manager in the amount of two times the annual base salary, not to exceed \$250,000.

G. Disability Insurance: The Board shall provide and pay for disability insurance to the Business Manager. Any such disability insurance will not exceed sixty percent (60%) of monthly income capped at \$10,000 per month, at the time of being declared eligible and a waiting period of one hundred eighty (180) days shall apply.

H. Insurance Benefits (General Provisions): Participation in any of the insurance plans described in Section E through G above shall be subject to the eligibility requirements of the carriers. 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) of carriers for health insurance coverage at any time during the term of this Agreement.

I: Use of Personal Automobile for School District Business: The Board shall provide the Business Manager with a transportation allowance of Four Thousand Dollars (\$4,000) per year (pro-rated for any partial year of service as Business Manager) for the use of her personal automobile on school district business within the Town of Avon (excluding commuting to and from work). The transportation allowance set forth in this section shall be subject to all applicable income and employment taxes, as well as income tax withholding and/or reporting requirements.

For the use of her personal automobile on school district business outside the Town of Avon (excluding commuting to and from work), the Board shall reimburse the Business Manager at the IRS mileage rate in effect at the time of such travel, in accordance with the Board's established procedures regarding such reimbursement.

J. Membership in Professional Organizations: Subject to budgeted appropriations and prior approval of the Superintendent, the Business Manager may maintain membership in professional organizations at Board expense provided that such membership is relevant to the performance of the Business Manager's job duties.

7. Evaluation

The Superintendent shall evaluate and assess in writing the performance of the Business Manager at least annually during the term of this Agreement.

8. Termination

- A. The Board may terminate this Agreement during its term for cause.
- B. The Business Manager may terminate this Agreement for any reason upon prior written notice of sixty (60) days to the Superintendent of Schools.
- C. The parties may, by mutual consent, terminate this Agreement at any time.

9. General Provisions

- A. If any of the provisions, terms, or clauses of this Agreement is 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.

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Date 6/16/22

Date 16 June 22

Bridget H. Carnemolla, ED.d.
Superintendent of Schools

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