

## **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 Jess Giannini (hereinafter referred to as the "Assistant Superintendent of Schools"), that the Board does hereby employ Jess Giannini as Assistant Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-151, and that Jess Giannini hereby accepts such employment, upon the terms and conditions hereinafter set forth.

### **1. Certification**

The Assistant Superintendent of Schools shall maintain certification with the State of Connecticut Department of Education as an Intermediate Administrator and Supervisor for the duration of this Agreement.

### **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 Assistant Superintendent of Schools shall assist the Superintendent in administering the operations of the school district. The Assistant Superintendent of Schools shall attend all meetings of the Board of Education and shall attend Board Committee meetings as determined by the Superintendent.

### **3. Terms of Agreement**

- a. This Agreement shall be effective from July 1, 2022, and shall remain in effect through and including June 30, 2025.
- b. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination" shall take precedence, and the Assistant Superintendent of Schools's employment may be terminated at any time during the provisions of this Agreement, in accordance with the provisions of Section 10-151 of the Connecticut General Statutes.
- c. The Board and the Assistant Superintendent of Schools may extend the term of the Assistant Superintendent of Schools's employment beyond June 30, 2025, by mutual agreement.

### **4. Work Year**

The work year for the Assistant Superintendent of Schools shall be twelve months.

### **5. Base Salary**

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. The Assistant Superintendent of Schools's base salary shall be prorated for any partial year of service as Assistant Superintendent of Schools.

The Assistant Superintendent of Schools's base annual salary for the 2022-23 contract year shall be the sum of the following three components:

- A. For the period July 1, 2022, through June 30, 2023, a cash component of One Hundred Eighty Five Thousand dollars (\$185,000), prorated based on a partial year of service, and paid in equal bi-weekly payments; and
- B. An additional sum of Eight Thousand dollars (\$8,000), over and above the cash component set forth in Section 5A, prorated based on a partial year of service, as to which amount the Assistant Superintendent of Schools will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax-sheltered annuity company of his choice.

Assistant Superintendent of Schools

The Assistant Superintendent of Schools' base annual salary, as set forth in Sections 5A and 5B above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing the payment of certified staff members employed by the Board.

The total base annual salary compensation noted in Section 5A and 5B above, shall be subject to the State Teachers' Retirement Board contribution.

The salary shall be negotiated annually between the parties. If no agreement is reached concerning the Assistant Superintendent of Schools's salary for any subsequent year under the Agreement, the Assistant Superintendent of Schools's salary shall continue at the rate of the preceding year unless and until such agreement is reached.

## 6. Fringe Benefits

- A. **Sick Leave:** The Board of Education shall provide the Assistant Superintendent of Schools with fifteen (15) sick days per fiscal year for the personal illness of the Assistant Superintendent of Schools. Such sick days shall be credited to the Assistant Superintendent of Schools at the beginning of each contract year. The number of sick days shall be prorated for any partial year of service as Assistant Superintendent of Schools. The Assistant Superintendent of Schools shall maintain their current sick bank balance as of June 30th, 2022. 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. **Vacation:** The Board of Education shall provide the Assistant Superintendent of Schools with twenty-five (25) days of vacation per contract year. Such vacation days shall be credited to the Assistant Superintendent of Schools at the beginning of each contract year. The number of vacation days shall be prorated for any partial year of service as Assistant Superintendent of Schools. The Assistant Superintendent of Schools shall maintain their current vacation carryover balance as of June 30th, 2022. A maximum of ten (10) days may be carried over to the next fiscal year.
- C. **Holidays:** The Assistant Superintendent of Schools shall be entitled to holidays as follows:

Independence Day	Day after Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day (floating holiday)	Presidents' Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Day	

- D. **Personal Days:** The Assistant Superintendent of School shall be entitled to up to seven (7) personal days per year effective July 1 for personal purposes such as bereavement or reasons within the sound judgment of the Assistant Superintendent of Schools, with the time to be approved by the Superintendent. Such personal days shall be non-cumulative. The number of personal days shall be prorated for any partial year of service as the Assistant Superintendent of Schools. Upon separation from employment, there shall be no payment for unused personal days.
- E. **Health and Dental Insurance Benefits:** The Assistant Superintendent of Schools shall have the right to enroll himself, his spouse and eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board and in the dental insurance plan provided to certified administrators employed by the Board, as such plans may be amended from time to time.

The Board will contribute One Thousand Two Hundred and Fifty Dollars (\$1,250) of the single coverage HSA deductible or Two Thousand Five Hundred Dollars (\$2,500) of the two-person or family coverage HSA deductible prorated for any partial year of service, for the Assistant Superintendent of Schools, in the same manner as applicable to certified administrators employed by the Board.

The Assistant Superintendent of Schools shall pay, through payroll deduction the following percentage of the premiums for such insurance coverage in the event he elects to enroll in the plans for such coverage for 2022-2023: HSA: 22.5% and Dental: 22.5%.

The insurance terms shall be negotiated annually between the parties. If no agreement is reached concerning the Assistant Superintendent of Schools's insurance terms for any subsequent year under the Agreement, the Assistant Superintendent of Schools shall continue to contribute the same premium percentage contribution of the preceding year unless and until such agreement is reached.

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 Assistant Superintendent of Schools to pay insurance premium contributions on a pre-tax basis.

F. **Section 125 Plan:** The Board shall also make available a Section 125 Flexible Spending Account for Medical Care Reimbursement (subject to a \$2,500 per year maximum and for Dependent Care (subject to IRS limits). There shall be no charge associated with administrative costs.

G. **Life Insurance:** The Board will provide term life insurance equal to two times the salary paid by the Board of Education up to \$350,000.00 as dictated by the carrier. The Assistant Superintendent of Schools also has the option of purchasing up to an additional \$200,000.00 if available from the carrier at the group rate.

H. **Disability Insurance:** The Board shall provide the Assistant Superintendent of Schools with long-term disability insurance with a 180-day elimination period, providing sixty percent (60%) of income.

I. **Mileage Reimbursement:** The Board shall provide the Assistant Superintendent of Schools with a transportation allowance of Three Thousand Six Hundred dollars (\$3,600) per year (prorated for any partial year of service as Assistant Superintendent of Schools) for the use of his 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 his/her personal automobile on school district business outside the Town of Avon (excluding commuting to and from work), the Board shall reimburse the Assistant Superintendent of Schools 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. **Insurance Benefits (General Provisions):** Participation in any of the insurance plans described in this Agreement 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.

## **7. Evaluation**

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

## **8. Termination**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Assistant Superintendent of Schools shall be entitled to terminate this Agreement upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Assistant Superintendent of Schools, duly witnessed and recorded in the minutes, is acceptable.
- C. Termination of the employment of the Assistant Superintendent of Schools shall be governed by the provisions of Section 10-151 of the Connecticut General Statutes.

## **9. Professional Meetings**

The Board encourages the Assistant Superintendent of Schools to continue professional development and expects participation in relevant learning experiences. Subject to budgeted appropriations, the Assistant Superintendent of Schools may maintain appropriate professional association memberships to be paid by the Board. Upon the prior approval of the Superintendent, the Assistant Superintendent of Schools may attend professional meetings,

Assistant Superintendent of Schools

seminars and conferences related to the performance of duties as Assistant Superintendent of Schools, with the expenses to be paid by the Board.

**10. 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.
- D. Arbitration by American Dispute Resolution Center. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Employment Arbitration Rules of the American Dispute Resolution Center, Inc. by a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the English language in Hartford County, Connecticut. The Parties shall be responsible for payment of their own legal fees.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Jess Giannini  
Assistant Superintendent

Date: 6/30/22

Dr. Bridget Carnemolla  
Superintendent of Schools

Date: July 02

Assistant Superintendent of Schools