AGREEMENT BETWEEN THE AVON BOARD OF EDUCATION AND Director of Operations

July 1, 2022 – June 30, 2023

It is hereby agreed by and between the Board of Education of the Town of Avon (hereinafter called the "Board") and Myles Altimus (hereinafter called the "Director of Operations") that the said Board does hereby agree to the employment of said Myles Altimus, for the period from July 1, 2022 through June 30, 2023.

Both parties agree that said employee shall perform the duties of the Director of Operations in and for the public schools in said district as prescribed by the law of the State of Connecticut and by the rules, policies, and regulations made there under by the Board.

<u>COMPENSATION</u>: 2022 - 2023: \$124,832.09

AUTOMOBILE ALLOWANCE: \$3,000.00 annually paid bi-weekly

CONDITIONS:

- 1. Compensation shall be paid in equal bi-weekly installments.
- 2. This agreement may be terminated at any time for good cause. Upon request made within five days of receipt of the notice of termination, the Director of Operations shall be entitled to a statement of the reason for such termination. The Director of Operations shall, upon written request, filed with the Board within ten days of receipt of such statement, be entitled to a hearing before the Board to be held at the next regularly scheduled Board meeting. Following any such hearing, the Board shall reconsider its action and shall notify the Director of Operations in writing of its decision. If the Director of Operations chooses to be accompanied by legal counsel at the hearing, he will assume the cost of legal expenses.
- 3. The Director of Operations must give an advanced notice of sixty (60) days to the Superintendent of Schools at time of resignation.
- 4. If the Director of Operations has a complaint or concern he may follow the procedure detailed in Board Policy #2000.
- 5. The Director of Operations will report to the Superintendent of Schools.
- 6. An evaluation of job performance will be completed by the Superintendent of Schools on or before June 30 of each year.
- 7. The annual evaluation of the Director of Operations will correspond to the approved job description for the position of Director of Operations.
- 8. 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.
- The Board is not obligated to pay for any/all accumulated sick leave days.
- 10. The Board may require a satisfactory physical examination on an annual basis.
- 11. Benefits associated with the position of Director of Operations are listed in ATTACHMENT A STATEMENT OF BENEFITS.

ATTACHMENT "A"

Director of Operations STATEMENT OF BENEFITS

- 1. VACATION DAYS: 25 days annually subject to the approval by the Superintendent of Schools and/or his/her designee. Requests shall be made a minimum of forty-eight (48) hours in advance recognizing that emergencies may occur that would impact the request period. Only 10 vacation days may be requested to roll into the following fiscal year.
- 2. WORK SCHEDULE: The work year shall be twelve (12) months.

3. <u>HOLIDAYS</u>: 13

New Year's Day Good Friday

Memorial Day Columbus Day *Veterans' Day (Floater)

Day after Thanksgiving Christmas Day

Independence Day Day after Christmas

Martin Luther King Day

Presidents' Day Labor Day

Thanksgiving Day

4. SICK DAYS: 15

a. Earned as one day and one quarter of each month of continuous service.

b. Unused sick days will not accumulated beyond 180 days

- c. In the event of extreme hardship, the Board, with the Superintendent's recommendation, may grant up to thirty (30) days of additional sick time.
- d. In the event of an absence for illness in excess of three (3) or more consecutive days, the Superintendent of Schools may request the filing of a doctor's certificate, or if the Superintendent of Schools believes there is an abuse of the sick leave, may require an examination by the District Physician.
- 5. PERSONAL DAYS: 5 days with prior approval of the Superintendent of Schools where absence from work is necessary and unavoidable. Requests shall be made a minimum of forty-eight (48) hours in advance recognizing that emergencies may occur that would impact the request period.
- 6. BEREAVEMENT DAYS: 5 days for death of a spouse, child or parent or in-laws, 4 days for death of a grandparent, siblings and 1 day for aunt or uncle.
- 7. TERM LIFE INSURANCE: Two (2) times basic annual salary paid by the Board, not to exceed \$250,000. The Director of Operations will be provided an option to purchase an additional \$75,000 at his/her own expense.
- 8. LONG TERM DISABILITY INSURANCE: The Board will provide long term disability insurance to the Director of Operations. Any such disability insurance will not exceed sixty percent (60%) of income at the time of being declared eligible and a waiting period of one hundred eighty (180) days.
- Subject to budget appropriations and the approval of the 9. PROFESSIONAL DEVELOPMENT: Superintendent of Schools, the Director of Operations may attend appropriate professional training programs.
- 10. AUTOMOBILE ALLOWANCE: The Board shall provide an allowance for the use of the Director of Operations' personal automobile in carrying out the Director of Operations' responsibilities under this Agreement, in the amount of Three Thousand Hundred Dollars (\$3,000.00) per year, prorated for any

partial year of service, and paid in equal bi-weekly payments during with the Director of Operations is employed. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

- 11. <u>JURY DUTY:</u> In the event the Director of Operations is called to jury duty, he/she shall be granted the difference between jury pay and his regular salary. Time lost for jury duty shall not be charged against sick leave or vacation leave.
- 12. WORKERS' COMPENSATION: Shall be granted as paid leave due to absence from duty caused by an accident, illness, or injury that occurred while the Director of Operations was engaged in the performance of his duties, and is authorized by the Workers' Compensation Commissioner. The Board shall provide Workers' Compensation insurance, which pays the employee a percentage of his/her salary, or average earning during the period of disability. When the absence under this employment contract is covered by Workers' Compensation, the Director of Operations shall also be entitled to partial sick leave payment on a prorated basis, but combined benefits shall not exceed the employee's regular net weekly wages. No deduction of days from the accumulated sick leave payment shall be charged against her accumulated sick leave for the first thirty (30) working days. The Board will pay the difference between Workers' Compensation and the employee's regular pay during the first thirty (30) days.

After the thirty (30) working days, the deduction of days from accumulated sick leave of the employee receiving benefits under Workers' Compensation shall be equivalent in percentage to that prior to the employee's regular salary not covered by Workers' Compensation payments through the term of coverage by Workers' Compensation.

Myles Altimus Director of Operations

Date 5/31/22

Dr. B. Heston Carnemolla Superintendent of Schools

Date