

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

### **1. Certification**

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

### **3. Term of Agreement**

- A. This Agreement shall be effective from July 1, 2018 and shall remain in effect through and including June 30, 2021.

B. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination" shall take precedence and the Assistant Superintendent'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 may extend the term of the Assistant Superintendent's employment beyond June 30, 2021 by mutual agreement.

**4. Work Year**

The work year for the Assistant Superintendent 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's base salary shall be pro-rated for any partial year of service as Assistant Superintendent.

The Assistant Superintendent's base annual salary for the 2018-19 contract year shall be the sum of the following three components:

- A. For the period July 1, 2018 through June 30, 2019, a cash component of One Hundred Seventy-Nine Thousand Six Hundred Fifty-Eight Dollars and Forty-One Cents (\$179,658.41) paid in equal bi-weekly payments; and
- B. An additional sum of Five Thousand Dollars (\$5000), over and above the cash component set forth in Section 5A, as to which amount the Assistant Superintendent will arrange to have an elective deferral deducted from her

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 her choice.

- C. And, an additional Two Thousand Dollars (\$2000), over and above the cash component set forth in Section A, in recognition of her doctorate degree.

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

The total base annual salary compensation, noted in Section 5A, 5B and 5C above, shall be subject to the State Teachers' Retirement Board contribution. Starting with the 2019-2020 school year, the salary shall be negotiated annually between the parties, except the salary may not be decreased below One Hundred Seventy-Nine Thousand Six Hundred Fifty-Eight Dollars and Forty-One Cents (\$179,658.41) per annum. If no agreement is reached concerning the Assistant Superintendent's salary for any subsequent year under the Agreement, the Assistant Superintendent'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 with an initial bank of seventy-five (75) sick days. Thereafter, the Board of Education shall provide the Assistant Superintendent with twenty (20) sick days per fiscal year for personal illness

of the Assistant Superintendent. Such sick days shall be credited to the Assistant Superintendent at the beginning of each contract year. The number of sick days shall be pro-rated for any partial year of service as Assistant Superintendent. 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 with thirty-two (32) days of vacation per contract year. Such vacation days shall be credited to the Assistant Superintendent at the beginning of each contract year. The number of vacation days shall be pro-rated for any partial year of service as Assistant Superintendent. Effective July 1, 2019, a maximum of fifteen (15) days may be carried over to the next fiscal year.

C. Holidays: The Assistant Superintendent shall be entitled to holidays as follows:

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

D. Personal Days: The Assistant Superintendent shall be entitled to days for personal leave upon approval by the Superintendent.

E. Health and Dental Insurance Benefits: The Assistant Superintendent shall have the right to enroll herself, her 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 shall fund fifty percent (50%) of the applicable HSA deductible amount for the Assistant Superintendent, in the same manner as applicable to certified administrators employed by the Board.

The Assistant Superintendent shall pay, through payroll deduction the following percentage of the premiums for such insurance coverage in the event she elects to enroll in the plans for such coverage for 2018-2019: HSA: 21.0% and Dental: 22.0%. Starting with the 2019-2020 school year, the insurance terms shall be negotiated annually between the parties. If no agreement is reached concerning the Assistant Superintendent's insurance terms for any subsequent year under the Agreement, the Assistant Superintendent 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 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 salary paid by the Board of Education up to \$350,000.00 as dictated by the carrier. The Assistant Superintendent also has the option of purchasing up to an additional \$200,000 if available from the carrier at the group rate. At age 70, the retired Assistant Superintendent may purchase, at the Assistant Superintendent's expense, up to \$50,000 of group life insurance, if available, at the group rate from the carrier.
- H. Disability Insurance: The Board shall provide the Assistant Superintendent with long-term disability insurance with a 180-day elimination period, providing sixty percent (60%) of income.
- I. 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.
- J. Automobile Allowance: The Board shall provide an allowance for the use of the Assistant Superintendent's personal automobile in carrying out the Assistant Superintendent's responsibilities under this Agreement, in the amount of Three Thousand Dollars (\$3000.00) per year paid on a monthly basis in each month during which the Assistant Superintendent is employed.

Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

- K. 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 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.
- L. If the Assistant Superintendent (a) declares in writing to the Superintendent three years before retirement her intention to retire from Connecticut teaching service, (b) has remained in continuous or unbroken service as an administrator in the Avon Public Schools for ten (10) or more years or will have had service in the Avon Public Schools for twenty (20) or more years as a teacher and administrator, and (c) has reached the age of fifty-five (55), she shall receive an additional salary amount of \$5000 for each of the last three years of service. In the event the Assistant Superintendent retires without such notice and has met the service and age requirements above, the Assistant Superintendent will receive an additional one-time salary payment of \$2500 in the last year of employment.
- M. The Assistant Superintendent, after having completed ten (10) or more years of continuous or unbroken service in the Avon Public Schools, shall receive full and continuous health insurance coverage in the same plans and riders made available to active certified administrators for five (5) years from the date of retirement from Avon, as such plans may be amended from time to

time. The Assistant Superintendent shall pay twenty two and one-half percent (22.5%) of the premiums for any such coverage in each year. The Board shall have no obligation to fund any portion of an HSA/HRA deductible, if applicable.

**7. Evaluation**

The Superintendent shall evaluate and assess in writing the performance of the Assistant Superintendent 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 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, duly witnessed and recorded in the minutes, is acceptable.
- C. Termination of the employment of the Assistant Superintendent shall be governed by the provisions of Section 10-151 of the Connecticut General Statutes.

**9. Professional Meetings**

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



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

**10. Outside Professional Activities**

The Assistant Superintendent may undertake, with prior approval of the Superintendent, consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the responsibilities as Assistant Superintendent.

**11. 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,

