

## **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 Roberto Medic (hereinafter referred to as the "Director of Human Resources"), that the Board does hereby employ Roberto Medic as Director of Human Resources, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-151, and that Roberto Medic hereby accepts such employment, upon the terms and conditions hereinafter set forth.

### **1. Certification**

The Director of Human Resources 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 Director of Human Resources shall assist the Superintendent in administering the human resources operations of the school district. The Director of Human Resources shall attend meetings of the Board of Education and Board Committee meetings as determined by the Superintendent.

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

- A. This Agreement shall be effective from November 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 Director of Human Resource'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 Director of Human Resources may extend the term of the Director of Human Resource's employment beyond June 30, 2021 by mutual agreement.

**4. Work Year**

The work year for the Director of Human Resources 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 Director of Human Resource's base salary shall be pro-rated for any partial year of service as Director of Human Resources.

The Director of Human Resource'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 Fifty Thousand Dollars (\$150,000.00), prorated based on a November 1, 2018 start date, and paid in equal bi-weekly payments; and
- B. An additional sum of Three Thousand Five Hundred Dollars (\$3,500), over and above the cash component set forth in Section 5A, as to which amount the Director of Human Resources 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.

The Director of Human Resource's 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 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.

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 Fifty Three Thousand Five Hundred Dollars (\$153,500.00) per annum. If no agreement is reached concerning the Director of Human Resource's salary for any subsequent year under the Agreement, the Director of Human Resource'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 Director of Human Resources with fifteen (15) sick days per fiscal year for personal illness

of the Director of Human Resources. Such sick days shall be credited to the Director of Human Resources at the beginning of each contract year. The number of sick days shall be pro-rated for any partial year of service as Director of Human Resources. 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 Director of Human Resources with twenty five (25) days of vacation per contract year. Such vacation days shall be credited to the Director of Human Resources at the beginning of each contract year. The number of vacation days shall be pro-rated for any partial year of service as Director of Human Resources. A maximum of ten (10) days may be carried over to the next fiscal year.

C. Holidays: The Director of Human Resources 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 Board of Education shall provide the Director of Human Resources with five (5) days for personal leave per contract year. Such personal days shall be credited to the Director of Human Resources at the beginning of each contract year and shall be non-cumulative. The number of personal days shall be pro-rated for any partial year of service as the Director of Human Resources. Upon separation from employment, there shall be no payment for

unused personal days.

- E. Health and Dental Insurance Benefits: The Director of Human Resources 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 shall fund fifty percent (50%) of the applicable HSA deductible amount, prorated for any partial year of service, for the Director of Human Resources, in the same manner as applicable to certified administrators employed by the Board.

The Director of Human Resources 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 2018-2019: HSA: 21.5% and Dental: 21.5%. Starting with the 2019-2020 school year, the insurance terms shall be negotiated annually between the parties. If no agreement is reached concerning the Director of Human Resource's insurance terms for any subsequent year under the Agreement, the Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources 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 Director of Human Resource's personal automobile in carrying out the Director of Human Resource's responsibilities under this Agreement, in the amount of Three Thousand Dollars (\$3,000.00) per year, prorated for any partial year of service, and paid in equal bi-weekly payments during which the Director of Human Resources is employed. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

For the use of his personal automobile on school district business outside the Town of Avon (excluding commuting to and from work), the Board shall reimburse the Director

of Human Resources at the IRS mileage rate in effect at the time of such travel, in accordance with the Board's established procedures regarding such reimbursement.

**7. Evaluation**

The Superintendent shall evaluate and assess in writing the performance of the Director of Human Resources 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 Director of Human Resources 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 Director of Human Resources, duly witnessed and recorded in the minutes, is acceptable.

C. Termination of the employment of the Director of Human Resources shall be governed by the provisions of Section 10-151 of the Connecticut General Statutes.

**9. Professional Meetings**

The Board encourages the Director of Human Resources to continue professional development and expects participation in relevant learning experiences. Subject to budgeted appropriations, the Director of Human Resources may maintain appropriate professional association memberships to be paid by the Board. Upon the prior approval of the Superintendent, the Director of Human Resources may attend professional meetings, seminars and conferences related to the performance of duties as Director of Human Resources, 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.

Signature on File

Roberto Medic

Date: 12 October 2018

Signature on File

Dr. Bridget Heston-Carnemolla  
Superintendent of Schools

Date: 12 October 2018