



**EMPLOYMENT AGREEMENT**

**Between**

**AVON BOARD OF EDUCATION**

**And**

**HEATHER MICHAUD**

## 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 Heather Michaud (hereinafter referred to as the "Director of Fiscal Affairs "), that the Board does hereby employ Heather Michaud as the Director of Fiscal Affairs, and that Heather Michaud hereby accepts such employment, upon the terms and conditions hereinafter set forth.

### 1. Certification

At all times during the term of this Agreement, the Director of Fiscal Affairs 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 Director of Fiscal Affairs 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, 2019 through June 30, 2022. The Board and the Director of Fiscal Affairs may extend the term of the Director of Fiscal Affairs' employment beyond June 30, 2022 by mutual agreement. Any such extension of the Director of Fiscal Affairs' 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 Director of Fiscal Affairs 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 fiscal year, which begins on July 1 and ends on June 30. The Director of Fiscal Affairs' base annual salary shall be pro-rated for any partial year of service as Director of Fiscal Affairs. The Director of Fiscal Affairs' base annual salary rate for the 2019-20 contract year shall be One Hundred Forty Six Thousand Seven Hundred Thirty Eight Dollars (\$146,738.00) 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 \$18,000 during the 2019-20 contract year into a tax-deferred annuity

selected by the Director of Fiscal Affairs. The Board shall make the annuity contribution set forth in this section on or about June 1<sup>st</sup>.

- C. Prior to July 1 of the 2020-21 contract year, the Board and the Director of Fiscal Affairs shall determine the base salary and annuity for the 2020-21 contract year. In the event that the Board and the Director of Fiscal Affairs are unable to reach agreement on such terms, the base salary and annuity in effect for the preceding year shall remain in effect.

Prior to July 1 of the 2021-22 contract year, the Board and the Director of Fiscal Affairs shall determine the base salary and annuity for the 2021-22 contract year. In the event that the Board and the Director of Fiscal Affairs 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 Director of Fiscal Affairs with fifteen (15) sick days per fiscal year for personal illness of the Director of Fiscal Affairs. Such sick days shall be earned as one day and one quarter (1.25) for each month of service. The number of sick days shall be pro-rated for any partial year of service as Director of Fiscal Affairs. Sick days shall be cumulative to a maximum of one hundred eighty (180) days. Upon separation from employment, there shall be no payment for unused sick days.
- B. **Holidays**: The Director of Fiscal Affairs shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day (Floating holiday), Thanksgiving Day, the Day after Thanksgiving, Christmas Day, and the Day after Christmas.
- C. **Vacation**: The Board of Education shall provide the Director of Fiscal Affairs with twenty-five (25) days of vacation per contract year, exclusive of the holidays set forth above. Such vacation days shall be credited to the Director of Fiscal Affairs at the beginning of the contract year, provided that the number of vacation days shall be pro-rated for any partial year of service as Director of Fiscal Affairs. Requests by the Director of Fiscal Affairs to take vacation time must be submitted to the Superintendent. Effective July 1, 2019, a maximum of ten (10) days may be carried over to the next fiscal year.
- D. **Personal Days/Bereavement Days**: Upon approval of the Superintendent, the Director of Fiscal Affairs may take up to five (5) paid personal leave days per year (pro-rated for any partial year of service as Director of Fiscal Affairs), 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. The Director of Fiscal Affairs shall be entitled to five (5) bereavement days for the death of a spouse, parent, in-law or child; four (4)

bereavement days for the death of a grandparent or sibling; and one (1) day for the death of an aunt or uncle.

- E. Health and Dental Insurance Benefits: The Director of Fiscal Affairs 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 Director of Fiscal Affairs shall pay, through payroll deduction, nineteen percent (19%) of the premiums for health and dental insurance coverage for the 2019-20 contract year. The Board shall fund fifty percent (50%) of the applicable HSA deductible amount for the Director of Fiscal Affairs, in the same manner as applicable to non-affiliated staff employed by the Board. Prior to July 1, 2020, the Board and the Director of Fiscal Affairs shall determine the insurance terms for the 2020-21 year. In the event that the Board and the Director of Fiscal Affairs are unable to reach agreement on such terms, the insurance terms in effect for the preceding year shall remain in effect.

Prior to July 1, 2021, the Board and the Director of Fiscal Affairs shall determine the insurance terms for the 2021-22 year. In the event that the Board and the Director of Fiscal Affairs 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 Director of Fiscal Affairs in the amount of 2x her base annual salary, not to exceed \$250,000.
- G. Disability Insurance: The Board shall provide and pay for term life insurance to the Director of Fiscal Affairs. 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 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 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.
- I. Use of Personal Automobile for School District Business: The Board shall provide the Director of Fiscal Affairs with a transportation allowance of Three Thousand Dollars (\$3,000) per year (pro-rated for any partial year of service as Director of Fiscal Affairs) 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.

- J. 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 Director of Fiscal Affairs at the IRS mileage rate in effect at the time of such travel, in accordance with the Board's established procedures regarding such reimbursement.
- K. Membership in Professional Organizations: Subject to budgeted appropriations and prior approval of the Superintendent, the Director of Fiscal Affairs may maintain membership in professional organizations at Board expense provided that such membership is relevant to the performance of the Director of Fiscal Affairs' job duties.
- L. Tuition Reimbursement: The Board agrees to reimburse the tuition costs of the Director of Fiscal Affairs upon completion of any college course which is applicable to the job being performed. As a condition precedent to the reimbursement of any such tuition costs, the Director of Fiscal Affairs shall apply for reimbursement with the Superintendent prior to Enrollment in the course. The Superintendent's decision whether such tuition is reimbursable shall be based on the value to the school system of the requested course. Upon producing a transcript showing proof of satisfactory completion of the course, reimbursement shall be made by the board to the Director of Fiscal Affairs.

7. **Evaluation**

The Superintendent shall evaluate and assess in writing the performance of the Director of Fiscal Affairs at least annually during the term of this Agreement.

8. **Termination**

- A. The Board may terminate this Agreement during its term for good cause.
- B. The Director of Fiscal Affairs may terminate this Agreement for any reason upon prior written notice of thirty (30) days to the Superintendent of Schools.

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.

Signature on file

Heather Michaud  
Director of Fiscal Affairs

Date :

19 Aug 2019

For the Avon Board of Education:

Signature on file

Dr. Bridget Carnemolla  
Superintendent of Schools

Date :

1 Aug 2019

June 2019 LJ  
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