



EMPLOYMENT AGREEMENT

Between

AVON BOARD OF EDUCATION

And

BRIDGET HESTON CARNEMOLLA

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EMPLOYMENT AGREEMENT

THIS AGREEMENT is between Avon Board of Education ("Board") of 34 Simsbury Road, Avon, CT 06001 and Bridget Heston Carnemolla ("Superintendent").

STATEMENT OF FACTS

1. The Board wishes to employ the Superintendent as the Superintendent of the Avon Public Schools and its chief executive officer pursuant to Connecticut General Statutes §10-157.

IT IS AGREED:

ARTICLE I

Employment

Section 1.1 – Employment. The Board hereby employs the Superintendent and the Superintendent hereby accepts employment as the chief executive officer of the Board under the terms and conditions set forth in this Agreement.

Section 1.2 - Term. The term of employment under this Agreement shall commence upon the later of:

- (i) The execution of this agreement;
- (ii) July 1, 2018;
- (iii) The date on which the Board receives written confirmation from the Commissioner of Education that Superintendent is properly certified; or
- (iv) Superintendent's election by the Board

and shall terminate on June 30, 2021 unless sooner terminated as provided in Article IV {"Term"}).

Section 1.3 - Best Efforts. During the Term, the Superintendent shall devote Superintendent's best efforts to advance the interests of the Board and Superintendent shall perform Superintendent's duties to the best of Superintendent's ability subject to the instruction, direction and control of the Board.

Section 1.4 - Evaluation. The Board shall evaluate the performance of the Superintendent at least annually in writing during the Term of this Agreement. This evaluation shall be reasonably related to the goals and objectives of the district for the year in question. The Board shall meet and discuss the evaluation format with the Superintendent. If the Board and the Superintendent are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation format shall contain at least the following criteria:

- > Board-Superintendent Relations

- > Educational Leadership and Continuous Improvement
- > School and Community Relations
- > Human Resources Development and Management
- > Organization Planning and Operational Management
- > Personal and Professional Values and Ethics

The evaluation shall include overall performance, as well as the specific criteria above. The evaluation format shall be provided to the Superintendent no later than the start of each school year.

ARTICLE II

Compensation

Section 2.1 - Salary. From the commencement date of the Term until June 30, 2019, the Board shall pay the Superintendent an annualized salary of Two Hundred Fifteen Thousand Dollars (\$215,000) *per annum*, to be paid in the same fashion as the salary of other administrators of the Avon Public Schools.

Starting with the 2019-2020 school year, the salary shall be negotiated annually between the parties, except the salary may not be decreased below Two Hundred Fifteen Thousand Dollars (\$215,000) per annum. If no agreement is reached concerning the Superintendent's salary for any subsequent year under this Agreement, the Superintendent's salary shall continue at the rate of the preceding year unless and until such agreement is reached.

Section 2.2 – Annuity. The Board shall pay an amount equal to Five Thousand dollars (\$5,000) on behalf of the Superintendent to a Tax Sheltered Annuity of Superintendent's her choice, in accordance with Internal Revenue Code §403(b), as amended.

Section 2.3 - Additional Compensation. The Board shall evaluate the performance of the Superintendent annually starting in July 2018. The Board may award Superintendent additional compensation for excellent performance.

Section 2.4 - Additional Expenses. The Board shall pay the Superintendent Two Hundred Dollars (\$200.00) a month as reimbursement for general expenses. The Superintendent may attend appropriate professional meetings or clinics, at the local, state, and national level, with the expenses to be paid by the Board as long as such expenses are within the budget appropriations.

Section 2.5 - Automobile Expenses. The Superintendent shall be paid Four Thousand Eight Hundred Dollars (\$4,800) per year *pro rata* on a monthly basis as a car allowance.

Section 2.6 - Vacation. The Superintendent shall be entitled to twenty five working days per academic year commencing on July 1 of each year as paid vacation, with the time to be mutually agreed to by the parties. The Superintendent shall be entitled to carry forward no more than ten (10) accrued vacation days to successive academic years (for a maximum vacation time of 35 days in any academic year). The Superintendent shall receive a payout of the unused vacation days upon the termination of this Agreement.

Section 2.7- Holidays. In addition to the vacation specified in Section 2.5, the Superintendent is entitled to the following legal holidays: July 4, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day.

In the event the Board approved school calendar provides for school to be in session during one or more of these holidays, administrators shall not take leave that day and shall substitute another day when school is not in session as the paid holiday.

Section 2.8 - Health Insurance. The Board has offered the Superintendent and Superintendent's family medical insurance on the same basis as made available to other administrators, but the Superintendent has declined such coverage.

Section 2.9 - Personal Days. The Superintendent shall be entitled to up to seven (7) personal days per year effective July 1 for purposes of bereavement or other reasons within the sound judgment of the Superintendent, with the time to be mutually agreed to by the parties. The number of personal days shall not carry forward from one year to another and the Superintendent shall not be reimbursed for accumulated personal days upon termination of Superintendent's employment.

Section 2.10 - Term Life Insurance. Board shall pay premiums on term life insurance on a preferred plus rating basis on the life of the Superintendent equal to \$410,000.

Section 2.11 - Long Term Disability. Board shall pay a long term disability policy for Superintendent on a preferred rating basis during the Term. Any payments under the policy shall be reduced by any workers compensation and social security disability payments. Any salary payments due under this Agreement shall be reduced by the amount of disability payments (including any workers compensation and social security disability payments) Superintendent receives. During such period, Superintendent shall be excused from performing her duties under this Agreement.

Section 2.12 - Sick Days. The Superintendent shall initially have ninety (90) sick days to be used by the Superintendent in the event of a prolonged disability by reason of illness, accident or other causes beyond Superintendent's control. Superintendent shall receive an additional thirty (30) sick days per year, effective July 1 of each year. The Superintendent cannot accumulate more than 120 sick days. The Superintendent shall not be reimbursed for accumulated sick days upon termination of Superintendent's employment.

Section 2.13 - Residence. The Superintendent shall have complete freedom to select the place of residence for Superintendent's family and Superintendent.

ARTICLE III

Duties

Section 3.1 - General Duties. The Superintendent shall serve as the chief executive officer of the Board. The Superintendent shall have executive authority over the school system and the responsibility for its supervision. Superintendent has the general authority to act at Superintendent's discretion, subject to later approval by the Board, upon all emergency matters and those as to which Superintendent's powers and duties are not expressly limited or are not

particularly set forth. Superintendent advises the Board on policies and plans the Board takes under consideration, and Superintendent takes the initiative in presenting to the Board policy and planning issues for the Board's attention. At all times, Superintendent shall be properly certified by the Connecticut Department of Education. Superintendent may engage in outside social and/or academic activities, so long as such activities do not materially impact on Superintendent's essential functions.

Section 3.2 - Board of Education and Committee Meetings. The Superintendent, or Superintendent's designee as approved by the Board of Education, will attend all meetings of the Board (including committee meetings) and may participate in all Board deliberations, except when matters relating to Superintendent's own employment are under consideration.

Section 3.3 – Reports. The Superintendent shall, at least three weeks before the annual Board meeting in June, submit to the Board a full written report of the condition of the schools under the Board's control during the preceding academic year, with plans and suggestions for their improvement.

Section 3.4 - Definition of Disability. "Disability" or "Disabled" shall mean any sickness or injury that renders the Superintendent unable to perform the major duties of Superintendent's regular occupation or any position of similar responsibility with the Board. The Superintendent shall further be considered Disabled if Superintendent has been found by a court of competent jurisdiction to be incompetent. Successive periods of Disability shall be considered one period of continuing Disability unless separated by a return to employment for a period of at least thirty (30) days.

Section 3.5 - Failure of Board and Superintendent to Agree Whether Superintendent Is Disabled. If the parties fail to agree whether the Superintendent is Disabled:

- (a) if there is a policy of disability income insurance covering the Superintendent, the determination of such insurance company shall be binding upon the parties; or
- (b) if there is no policy of disability income insurance covering the Superintendent, the parties shall refer the matter to arbitration under this Agreement.

ARTICLE IV

Termination

Section 4.1 - Events of Termination by Board. Prior to the Disability, retirement or death of the Superintendent, this Agreement may be terminated by the Board:

With cause, immediately after written notice has been given or sent to the Superintendent. A termination shall be deemed to be "with cause" if it is for:

- (i.) Inefficiency or incompetence;
- (ii.) Insubordination against the policies or instructions of the Board;
- (iii.) Moral misconduct; or
- (iv.) Other due and sufficient cause.

"With cause" shall not include the Superintendent's Disability.

Section 4.2 - Termination by Superintendent. This Agreement may be terminated by the Superintendent on ninety (90) days written notice. In such event, the Superintendent shall:

- (a) be paid the Superintendent's regular compensation during such ninety (90) days; and
- (b) if requested by the Board, continue to render the Superintendent's services during such ninety (90) day period.

Section 4.3 - Mitigation of Damages. The Superintendent shall promptly seek suitable replacement employment upon the Superintendent's resignation or termination. If the Superintendent finds such employment, Board's financial obligations under this Agreement shall terminate upon Superintendent's' re-employment even though ninety (90) days have not passed.

ARTICLE V

Concluding Provisions

Section 5.1 - Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.

Section 5.2 - Amendments. This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties.

Section 5.3 - Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, successors and assigns.

Section 5.4 - Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 5.5 - Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

Section 5.6 - 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 Commercial 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.

Section 5.7 - Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given shall be in writing signed by the party giving such Notice and shall be hand delivered, sent with all fees prepaid by reliable overnight delivery service (such as Federal Express) requesting a receipt signed by the recipient, sent by fax, sent by electronic mail (with a return receipt requested) or sent, postage prepaid, by Certified, Registered or Express Mail, Return Receipt Requested, to the parties at the addresses as set forth in this Agreement. Any Notice to be given to the estate of any deceased person shall be addressed to the personal representative of such deceased person at the personal representative's address or, if there be no personal representative, to the estate of the deceased person at the deceased person's address as set forth in this Agreement. No Notice may be delivered by fax or electronic

mail to the estate of a deceased person if no personal representative has been appointed. Any party shall have the right to change the place to which such Notice shall be sent or delivered by similar Notice sent in like manner to all other parties hereto.

Section 5.8 - Effective Date of Notice. The effective date of any offer, demand, notice or instrument shall be the date of the addressee's receipt of such offer, demand, notice or instrument. If a party refuses to sign a receipt for a notice, the notice shall be deemed delivered the date it was refused.

Section 5.9 - Counterparts. This Agreement may be executed in one or more copies, each of which shall be deemed an original.

Section 5.10 - Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions.

Section 5.11 - Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the substantive laws of the State of Connecticut (excluding any otherwise applicable choice of law rules) and the judicial decisions which interpret and apply them.

Section 5.12 - Effective Date. This Agreement shall be dated and effective as of the date signed by the last party to sign.

Section 5.13 - No Offer. The delivery of an unexecuted copy of this Agreement shall not be deemed an offer. No rights are to be conferred upon any party until this Agreement has been executed and delivered to each party.

Section 5.14 - Genders. Any reference to the masculine gender shall be deemed to include the feminine and neutral genders, and vice versa, and any reference to the singular shall include the plural, and vice versa, unless the context otherwise requires.

Section 5.15 - Initialing. Each page which contains a handwritten or typewritten change and each exhibit which is not attached to this Agreement shall be initialed or signed by each party.

Section 5.16 - Further Documents. The parties shall execute such additional documents as are reasonably necessary to effectuate the purposes of this Agreement.

Section 5.17 - Solicitation of Employees. The Superintendent shall not, during the term of this Agreement, nor for a period of one (1) year after its termination, solicit for employment, in any manner whatsoever, any person who is employed by the Board without the Board's prior written consent.

Dated at Avon, Connecticut, this 7th day of September, 2018.

Witnesses:

AVON BOARD OF EDUCATION

(Signature on File)

By (Signature on File)

Debra Chute
Its Chair

(Signature on File)

(Signature on File)

(Signature on File)

Bridget Heston Carnemolla

(Signature on File)