



# **Derby Public Schools**

## **Employment Agreement Business Manager**

### **EMPLOYMENT:**

The Derby Board of Education (the Board) does hereby agree to employ as Business Manager for the Derby Public Schools and does hereby agree to serve in such capacity, all in accordance with the provisions of this Agreement.

### **DUTIES:**

The Business Manager agrees to fulfill the responsibilities of the position of Business Manager for the Derby Public Schools in an efficient and effective manner. The job responsibilities for this position include but are not limited to:

- Financial Planning & Budgeting;
- Fund Accounting and Reporting;
- Operations & Maintenance of Facilities;
- Purchasing;
- Information Technology;
- Grant Budgets & Reporting;
- Food Service;
- Employee Benefits;
- Transportation;
- Assist with Collective Bargaining.

This is a twelve month assignment.

The Business Manager will work towards qualifying/acquiring Connecticut certification as a School Business Manager (085).

### **TERM:**

This Agreement shall commence on July 1, 2017 and expire on June 30, 2020. The parties agree that in the event that either the Board or the Business Manager do not agree to either extend this

Agreement beyond June 30, 2020 or do not negotiate a successor agreement, the Business Manager's employment with the Board shall terminate effective on June 30, 2020.

**TERMINATION FOR CAUSE:**

The Board may terminate this Agreement for cause. "Cause" shall be defined as: (i) any act or omission that constitutes a breach by the Business Manager of his duties and responsibilities as the Business Manager for the Board; (ii) incompetence; (iii) insubordination against the reasonable rules of the Board; (iv) the continued and repeated failure or refusal of the Business Manager to perform the duties required of his as an employee of the Board; (v) any violation by the Business Manager of any law or regulation or the Business Manager's conviction of a felony, or any perpetration by the Business Manager of a common law fraud; or (vi) any other misconduct by the Business Manager which is injurious to the financial condition or reputation of, or is otherwise injurious to the Board. The Board shall provide the Business Manager with the opportunity to be heard on this matter. Such meeting shall be held in executive session (unless the Business Manager requests that the meeting be held in public session) and shall be held within fifteen days of receipt of the Business Manager's request for such a meeting.

**TERMINATION WITHOUT CAUSE:**

Either party may terminate this Agreement for any reason. If this Agreement is terminated by the Board, the Board shall provide sixty (60) days advance written notice to the Business Manager. If this Agreement is terminated by the Business Manager, the Business Manager shall provide sixty (60) days advance written notice to the Board.

**COMPENSATION:**

For all services rendered by under this Agreement, the Board shall pay a salary of seventy-five thousand dollars (\$100,000) per annum. Salary will increase to \$112,750 beginning July 1, 2017 through June 30, 2018.

The Superintendent shall recommend a salary for the subsequent twelve month periods from July 1, 2018 through June 30, 2019. Any salary adjustments shall be discussed by the parties prior to the commencement of the period to which the adjustment is applicable, provided, however, that if no salary adjustment is agreed upon, then the current salary shall remain in place.

**BENEFITS:**

The Business Manager shall receive the following employment benefits:

1. Paid Time Off:
  - a. Twenty (20) days of vacation annually (non-cumulative), to be scheduled with the approval of the Superintendent;
  - b. All holidays designated on the district calendar when the Central Office is closed;

- c. Fifteen (15) days of sick leave annually, cumulative to ninety (90) days. Any unused days to be compensated at the Business Manager's per diem rate upon his retirement or death, to a maximum of forty-five (45) days; and
  - d. Three (3) personal business days (non-cumulative).
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- 2. Health and medical insurance benefits as set forth in the applicable contract year of the collective bargaining agreement between the Board and the Derby Administrators' Association. In the event that the Derby Administrators' health and medical benefits are set forth in a Memorandum of Agreement separate and distinct from the collective bargaining agreement, the Memorandum of Understanding shall apply.
  - 3. Term life insurance coverage in the amount of \$100,000.
  - 4. Accidental Death & Dismemberment insurance coverage in the amount of \$100,000.
  - 5. Reimbursement for reasonable expenses related to the Business Manager's continuing professional development, as approved by the Superintendent.

**SIGNED:**

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Dr. Matthew J. Conway, Jr. Superintendent

\_\_\_\_\_  
Date

*Kenneth Marcucio*  
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Kenneth Marcucio, Board of Ed. Chairman

*7-24-17*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date