



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;
- Grant Budgets & Reporting;
- Food Service;
- Employee Benefits;
- Transportation;
- Assist with Collective Bargaining.

This is a twelve month assignment.

The Business Manager is required to have Connecticut certification as a School Business Manager (085)

TERM:

This Agreement shall commence on July 1, 2018 and expire on June 30, 2021. 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, 2021 or do not negotiate a successor agreement, the Business Manager's employment with the Board shall terminate effective on June 30, 2021.

EVALUATION

The Business Manager shall be evaluated, in writing, at least annually by the Superintendent or his/her designee; the evaluation will be conducted with respect to how he performs the duties set forth above and also with respect to any other legitimate purpose or standard determined by the Superintendent. The Business Manager will be entitled to receive a copy of the written evaluation and to meet with the Board of Education to review the evaluation. The Business Manager will be entitled to attach a response to such written evaluation which will be included in his personnel file. The evaluation will be provided to the Board before the Board notifies the Business Manager of its intention to re-elect the Business Manager or permit the employment relation to end upon the expiration of this agreement.

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, for the period July 1, 2018 through June 30, 2021, the Business Manager shall be paid the following:

- a. For the period from July 1, 2018 through June 30, 2019 a base annual salary of one hundred fifteen thousand five hundred sixty nine dollars (\$115,569);
- b. The Superintendent shall recommend a salary for the subsequent twelve month periods from July 1, 2019 through June 30, 2021. 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;

- c. A contribution by the Board on behalf of Mark Izzo to a Tax Sheltered Annuity of his choice in the amount of three thousand dollars (\$3,000.00) in each Year of this Agreement.

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. Five (5) personal business days (non-cumulative).
2. Health and medical insurance benefits as set forth in the applicable contract year to be the same as the unaffiliated staff.
3. If the Business Manager retires from the Derby Public School System after five (5) or more years of continuous service, the Business Manager and his spouse shall be permitted to continue to participate in the health insurance program(s) offered by the Board during the period of his retirement for as long as he wishes at his own expense, provided that the Business Manager and his spouse are not eligible for health insurance benefits through a subsequent employer.
4. Term life insurance coverage in the amount of \$750,000.
5. Accidental Death & Dismemberment insurance coverage in the amount of \$750,000.
6. Reimbursement for reasonable expenses related to the Business Manager's continuing professional development, as approved by the Superintendent.

Business Manager

SIGNED:

Dr. Matthew J. Conway, Jr. Superintendent

Date

James Gildea, Board of Education Chairman

Date

Mark G. Izzo, Business Manager

Date