

EMPLOYMENT AGREEMENT

I. Preamble

This Employment Agreement (hereinafter "Agreement") is made by and between the East Granby Board of Education (hereinafter the "Board") and Raymond Engle. The Board does hereby employ Raymond Engle as Business Manager and Raymond Engle (hereinafter the "Business Manager") does hereby accept employment as Business Manager under the terms and conditions set forth in this Agreement.

II. Term of Agreement

- a. This Agreement shall commence on November 4, 2019, and expire on June 30, 2021. For purposes of compensation and benefits as set forth in this Agreement, the Term of this Agreement shall be July 1, 2019 through June 30, 2020 (the "Term"), and "annual" or "year" as used in this Agreement shall refer to the time period from July 1 to the following June 30.
- b. No later than four (4) months prior to the end of the first year of this Agreement, the Business Manager may request that the Board discuss and entertain a motion whether to extend this Agreement and/or issue a new Agreement. If so requested by the Business Manager, the Board shall consider and entertain such a motion no later than three (3) months prior to the end of the first year of this Agreement. If such motion does not pass, this Agreement shall remain in full force and effect according to its terms until: 1) it expires; 2) it is terminated in accordance with the provisions, of this Agreement entitled "Termination;" or 3) until an extension or successor agreement is entered into by the parties.
- c. 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 shall terminate effective June 30, 2021.
- d. Notwithstanding anything in this section to the contrary, the provisions of this Agreement entitled "Termination" shall take precedence, and the Business Manager's employment may be terminated under the provisions of that section.

III. Duties

The Business Manager shall perform all duties incident to the office of the position as described in the job description, Board policies, administrative regulations, and state and federal laws, and shall perform such other duties as the Superintendent may require from time to time including, but not limited to, planning, directing, coordinating, and supervising the business office operations and staff. The Business Manager shall report and be responsible to the Superintendent. The Business Manager shall comply with all Board policies, regulations, and rules.

IV. Qualifications

At all times during the term of this Agreement, the Business Manager shall maintain such valid certification as required of school business managers (also known as school business administrators) by the Commissioner of Education of the State of Connecticut, and any other certifications, licenses, or other qualifications required for the position by the Board or Superintendent, or federal or Connecticut state law and regulation. If the Business Manager fails to so possess or maintain such certification, then this Agreement shall be void, and the Business Manager's employment may be immediately terminated notwithstanding the provision of this Agreement entitled "Termination" and without any other redress at law or in equity.

V. Compensation

For the 2019-2020 year, the Business Manager's salary will be one hundred and five thousand dollars (\$105,000) per year, prorated from start date. Prior to the end of the then-current year, the Superintendent and the Business Manager shall negotiate the annual salary for the subsequent year, subject to the approval of the Board. Any adjustment shall not be considered an extension of this Agreement. In the event that the parties cannot agree on the salary to be paid to the Business Manager in the subsequent year, the Business Manager's base salary shall continue at the rate of the preceding year. The Business Manager shall not receive or be eligible for any further compensation or benefits not set forth in this Agreement in connection with the services provided under this Agreement.

VI. Work Year and Schedule

- a. Work Year.** The Business Manager's position is a full-time twelve (12) month position. For purposes of payment of the Business Manager's annual salary, the provision of other annual benefits, and any other reference to the Business Manager's work year, express or implied, the work year shall be July 1 to June 30. Because the commencement date of the initial Term of this Agreement occurred after July 1, the Business Manager shall receive a prorated amount of the above-stated annual salary and any benefits provided in this Agreement during the initial annual period of the initial Term of this Agreement.
- b. Work Schedule.** The Business Manager's work schedule is established by the Superintendent of Schools, in his/her discretion. The Business Manager's position is classified as exempt from the minimum wage and overtime provisions of state and federal law. Nevertheless, it is understood and agreed that the Business Manager is expected to work during Central Office's normal operating hours, on days it is open, including school vacation periods. In addition, it is understood and agreed that the Business Manager shall be available outside the Central Office's normal operating hours to conduct the business of the Board, and that he/she is expected to be available to respond as needed to carry out the responsibilities of the position outside normal office hours.

VII. Termination

The parties may, by mutual consent, terminate this Agreement at any time during the Term of the Agreement. The Business Manager may terminate this Agreement during its Term by providing to the Board at least sixty (60) days advance written notice. The Board may terminate this Agreement during its Term for good cause. Nothing in this Agreement shall deprive the Superintendent of the authority to suspend or relieve the Business Manager from duty immediately when serious misconduct by the Business Manager is alleged. Upon termination of this Agreement, the Business Manager shall deliver all property (including keys, records, notes, data, memoranda, and equipment) and information (including account numbers, user names, passwords, and access codes) to the Board that is in the Business Manager's possession or under the Business Manager's control, which is the Board's property or related to Board business.

VIII. Fringe Benefits

- a. Vacation leave.** The Business Manager will be provided twenty-five (25) days paid vacation leave per year. Unused vacation leave is not cumulative except in the event that the performance of professional duties prevents the Business Manager from utilizing all vacation days. The Superintendent may expressly approve the carryover of up to ten (10) unused days of vacation leave from the previous year. The Superintendent may also expressly approve payment for up to five (5) unused days of vacation leave from the previous school year at a per diem rate based on two hundred sixty-one (260) work days per work year. Except as provided herein, there is no payment for unused vacation leave upon termination of employment, whether voluntary or involuntary.
- b. Sick leave.** The Business Manager will be provided with twenty (20) days paid sick leave per year. Unused sick leave will accumulate from year to year up to but not in excess of two hundred (200) days. There is no payment for unused sick leave upon termination of employment, whether voluntary or involuntary.
- c. Personal leave.** The Business Manager will be provided with six (6) days paid personal leave per year. Use of personal leave must be approved by the Superintendent, which may or may not be granted in the discretion of the Superintendent. Unused personal leave is not cumulative. There is no payment for unused personal leave upon termination of employment, whether voluntary or involuntary.
- d. Holiday leave.** The Business Manager will be provided paid holiday leave in accord with the provisions for such in the collective bargaining agreement between the Board and the East Granby Administrators' Association applicable to the then-current year of this Agreement.
- e. Insurance.** The Business Manager will be provided medical, dental, and life insurance benefits in accord with the provisions for such in the collective bargaining agreement between the Board and the East Granby Administrators' Association applicable to the then-current year of this Agreement.
- f. 403(b) Contributions.** The Business Manager will be provided the opportunity to receive contributions to a 403(b) plan (tax-sheltered annuity) in accord with

the provisions for such in the collective bargaining agreement between the Board and the East Granby Administrators' Association applicable to the then-current year of this Agreement.

- g. Mileage Reimbursement.** The Business Manager shall be reimbursed by the Board for travel in his/her personal vehicle for Board business at the current IRS reimbursement rate in effect at the time of travel.
- h. Professional Membership.** The Board shall pay the full cost for the Business Manager to maintain professional association memberships approved by the Superintendent, in his/her discretion.
- i. Professional Development.** The Board encourages the Business Manager to continue professional development and expects him/her to participate in relevant learning experiences. The Board will provide a fund of three thousand dollars (\$3,000.00) for each year of the Agreement for professional improvement. Monies may be used to attend conferences and/or workshops, course tuition reimbursement, professional membership, or for other relevant activities. All requests are subject to the Superintendent's approval and must be approved prior to incurring any expense.

IX. Performance Evaluation

The Superintendent shall review and evaluate the performance of the Business Manager at least annually. Said review shall be in accordance with goals, objectives, and criteria developed by the Superintendent, in his/her discretion.

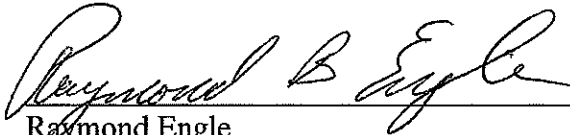
X. General Provisions

- a.** No amendment or modification of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the Parties hereto.
- b.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. If any part of this Agreement is determined by a final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect and construed in all respects as if such invalid or unenforceable provisions were omitted.
- c.** No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach.
- d.** The titles to the sections, subsections, and paragraphs in this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- e.** Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Business Manager.
- f.** This Agreement and the rights of the Parties hereunder shall be governed and construed in accordance with the laws of the State of Connecticut without regard

to conflict of law provisions. Any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in Connecticut and all Parties consent to the jurisdiction of such courts.

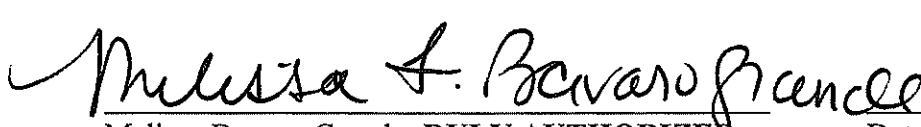
- g.** In the event that any action is filed in relation to this Agreement, the Parties agree that neither party shall be responsible for the payment of the other Parties' attorneys' fees.
- h.** This Agreement constitutes the sole, only, and entire agreement between the Board and the Business Manager with respect to the subject matter specifically referenced herein. This Agreement supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. No person has any authority to make any representation or promise on behalf of any of the Parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last set forth below.



Raymond Engle

9/26/19
Date



Melissa Bavaro-Grande, **DULY AUTHORIZED**
Acting Superintendent of Schools

9/20/2019
Date