

**EAST HARTFORD BOARD OF EDUCATION
EMPLOYMENT AGREEMENT FOR
ASSISTANT FINANCE DIRECTOR**

This Agreement is between the East Hartford Board of Education (the "Board") and Joanne Zatarain (the "Employee") (collectively the "Parties"), who has been appointed by the Board to the position of Assistant Finance Director.

WHEREAS, the Board appointed the Employee to the position of Assistant Finance Director effective July 1, 2020;

WHEREAS, the Parties entered into a written agreement or agreements setting forth the compensation and other terms of Employee's employment as the Assistant Finance Director, the most recent such agreement expiring on June 30, 2021;

WHEREAS, the Employee wishes to continue her employment as the Assistant Finance Director after the expiration of the most recent agreement and still holds that position as of the date she signs this Agreement;

WHEREAS, the Parties wish to reduce the terms of Employee's employment to a new written agreement;

THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

Section 1. TERM

This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2022 (the "Term"), subject to each party's right to terminate this Agreement "at will" as set forth in Section 8.

Section 2. RIGHT TO MANAGE

The Board and the Superintendent reserve and retain the full right, authority, and discretion under governing local, state and federal law, ordinances, rules, regulations and Board policies, to control, supervise, and manage the East Hartford Public Schools and its employees. As such, the Board and Superintendent have the right to determine and assign the duties and responsibilities of the Employee and to transfer the Employee after consultation with the Employee.

Section 3. WORK YEAR

The Employee shall work all of the workdays of the Office of the Superintendent. For the Employee this shall mean two hundred and sixty (260) workdays during the Term of this Agreement, which is inclusive of holidays established by the Board and twenty two (22) vacation days of the Employee as set forth below.

Such holidays shall be Independence Day, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas, New Year's Day, Martin Luther King Day, President's Day, Good Friday, and Memorial Day. If the Board's adopted calendar for 2021-2022 recognizes Three King's Day as a school holiday, then the Employee shall be entitled to observe that day as an additional holiday.

For the purposes of this Agreement, the per diem rate shall be calculated by dividing the Employee's annual salary by 260 and proration of any other salary or benefits set forth in this Agreement shall be based on the number of days worked relative to 260.

Section 4. LEAVE PROVISIONS

a. Sick Leave. The Employee shall retain to her credit sick leave days earned through June 30, 2021 in her prior employment with the Board.

The Employee shall be credited with eighteen (18) sick leave days during the Term of this Agreement, which she received on July 1, 2021. In the event that the employee leaves her position prior to the completion of the full Term of this Agreement, the sick leave days shall be retroactively prorated accordingly. No sick leave shall accrue for any period in which the Employee is on leave of absence without pay.

Sick leave may be accumulated to an unlimited number.

Sick days may be used for:

- i. personal illness or enforced quarantine of the Employee;
- ii. illness or physical incapacity of a member of the Employee's immediate family, defined as the Employee's spouse, parent, child, grandchild, stepchild or sibling;
- iii. absence for personal business beyond the Employee's control and which cannot be conducted outside of school hours, except that two such days may be taken without reason for the leave;

In exceptional cases, the Board may grant additional sick leave with or without pay. Requests for such sick leave must be made in writing. If the Employee has exhausted sick leave, as well as vacation, the Employee may request an unpaid leave of absence from the Superintendent.

Upon retirement from the East Hartford Public Schools after ten (10) continuous years of employment, with eligibility for Medicare, employee shall receive separation pay for up to half of accumulated sick days up to a maximum of one half of one hundred and eighty (180) days. The most days that will be paid out is ninety (90) days. Such separation payment is at the per diem pay rate. The Board shall pay to the Employee's estate the same amount as if the Employee separated employment. Separation pay will be in one installment. In order to receive this payment, the Employee must notify the Superintendent of the Employee's retirement in writing two (2) months' prior to the effective date of the retirement.

b. Vacation. The Employee shall be credited with twenty two (22) vacation days during the Term of this Agreement, which she received on July 1, 2021. Such vacation days must be used by September 30, 2022 or they will be forfeited.

In the event that the Employee retires or resigns or otherwise separates from employment prior to completing the full Term, vacation days shall be prorated from July 1, 2021 to the last day of employment.

In the event that the Employee resigns with at least one (1) month notice in writing to the Superintendent, the Board shall pay the Employee at the per diem rate for accrued and unused vacation up to the date of resignation.

In the event that the Employee retires with at least two (2) months' notice in writing to the Superintendent, the Board shall pay the Employee at the per diem rate for accrued and unused vacation up to the date of retirement.

If, at the time of resignation, retirement or other separation from employment, the Employee has used vacation days in excess of the prorated number of days due for the Term, the Board shall withhold from any compensation due to the Employee at the time of separation, such amounts as are necessary to reimburse the Board for the use of such unearned vacation days, based on the Employee's per diem rate. At the time of signing of this Agreement, the Employee shall sign the wage deduction authorization form attached hereto as Appendix A, for this purpose. If the compensation due to the Employee at the time of separation is insufficient to make repayment for use of excess vacation, then the Employee will make payment to the Board within thirty (30) days.

c. Other Paid Leave. The Employee shall be paid for leave as follows:

- i. Three (3) days special leave may be taken for funeral of a member of the Employee's immediate family, which includes, spouse, child, parent, parent in law, sibling, grandparent, grandchild or relative who lives with employee. Such funeral leave shall not count against the Employee's sick day account.
- ii. Employee will receive full pay for time on jury duty and such time shall not be taken from accumulated sick leave.
- iii. With advance approval of the Superintendent, leave may be granted for professional conferences or visitations.
- iv. Up to three (3) days leave with pay may be granted for religious leave.

d. Unpaid Leave. The Employee may be eligible for leave as provided in the Family and Medical Leave Act. In addition, the Employee may be granted unpaid leave for study or other professional development activities involving improvement in her position, provided that the Superintendent approves a request for such leave made at least ninety (90) days prior to the requested leave.

Section 5. SALARY

The Employee's annual salary shall be paid in biweekly installments in accordance with the Board's payroll policies and shall be prorated in the event that the Employee does not work the full 260 workdays. The Employee's annual salary rate shall be \$114,597.00.

In addition to the base salary, the Employee will receive a three thousand dollar (\$3,000) annual stipend in recognition of a Master's degree in taxation from an accredited institution of higher learning. This stipend amount shall be included in the calculation of the per diem rate of pay for the Employee.

The Employee shall be exempt from any overtime.

Section 6. PERFORMANCE EVALUATIONS

Evaluation of the Employee's performance will be completed by June 30th annually.

Section 7. INSURANCE

a. Health Insurance. The Board shall provide medical and dental insurance plans similar to those provided to certified teachers of the Board, including the High Deductible Health Plan as well as the full service dental plan with riders A, B, and C. Such insurance shall be available to the Employee, including coverage for the Employee, the Employee's spouse and the Employee's eligible dependents.

The Board will not fund any portion of the deductible if the Employee elects to enroll in the High Deductible Health Plan/Health Savings Account ("HSA plan").

The Board shall implement a Wellness Program which offers a financial incentive for the Employee to take a more active role in her health if enrolled in the District health plan. The Wellness Program requires employees to annually: (a) have their physician complete the Preventative Health Attestation Form utilized by the Board certifying that they have had medical screenings appropriate for their age; (b) have their physician provide them with biometrical results; and (c) complete an on-line health risk assessment utilizing the biometrical results. Employees will be required to submit written proof of completion to qualify for this contribution. Effective July 1, 2021, if the Employee fully complies with all of the Wellness Program requirements in a given year he shall receive a two hundred and fifty dollar (\$250.00) contribution into his Health Savings Account.

The Employee shall have the option to select any of the plans offered by the Board or to decline participation in any insurance plan. In the event that the Employee declines participation, the Employee may enroll in a health insurance plan only at such times as the plan permits. The Board retains the right to change its insurance plans to similar plans from time to time as it may do with its bargaining unit employees.

The Employee shall pay a share of the cost for medical and dental insurance as set by the Board. Effective July 1, 2021, the Employee's share shall be 11.0% percent of the premium cost toward the HSA plan. The Employee's share for dental insurance shall be 24.0% if enrolled in the dental insurance plan. The Employee shall pay insurance contributions with pre-tax dollars, pursuant to the Board's Section 125 plan.

The Board shall also offer the Employee the opportunity to participate in flexible spending accounts for dependent care expenses to the extent permitted by law.

b. Life Insurance. The Board shall pay for life insurance coverage for the Employee at the rate of 1.0 times her annual salary to the nearest \$1,000. The Board shall provide the Employee with the opportunity to purchase additional life insurance at the Employee's expense, to the extent permitted by the insurance carrier.

Upon retirement from the East Hartford Public Schools, with eligibility for Medicare, the Board shall provide and pay for \$10,000 life insurance for the Employee, subject to any age limitation established by the Board's insurance carrier.

c. In the event of any conflict between the insurance provisions in this Agreement and applicable plan documents, the plan documents shall govern.

Section 8. TERMINATION

This Agreement does not create any right to continued employment. The Employee's employment with the Board is at all times "at will," which means that either the Employee or the Board may terminate this Agreement at any time, for any reason, with or without prior notice.

Section 9. GENERAL PROVISIONS

a. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective by a court of competent jurisdiction 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 the 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, and replaces any conflicting Board policy, including Policies and Regulations 4140.2, 4140.21, 4140.22, and 4140.23.

c. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this 25 day of MAY, 2021.

By:  _____
Superintendent

By:  _____
Joanne Zatarain

APPENDIX A

WAGE DEDUCTION AUTHORIZATION

I recognize that under Sections 4 and 5 of the attached Agreement that I signed in connection with my employment by the East Hartford Board of Education, the Board of Education posts twenty two (22) days of vacation to my account on July 1 of the contract Term. I also recognize, however, that if I finish my employment during the contract Term, all of my salary payments, vacation days and other leave days are prorated. In the case of resignation, retirement or other separation from employment, I recognize that such proration is based on the number of days worked prior to the effective date of separation relative to the 260 work days in the contract Term. I agree that in the event I leave employment with the East Hartford Board of Education during the contract Term, I will reimburse the Board for any vacation days which have been taken but have not been earned in accordance with the proration described in the attached Agreement. In order to carry out such reimbursement, I expressly authorize the East Hartford Board of Education to withhold from my salary such amounts as are necessary to reimburse the East Hartford Board of Education for the use of such unearned vacation days, based on my per diem compensation rate.



Employee

Date: 5/25/21