

**EAST HARTFORD BOARD OF EDUCATION
EMPLOYMENT AGREEMENT FOR CHIEF OPERATIONS OFFICER**

This Agreement is between the East Hartford Board of Education (the “Board”) and Benjamin P. Whittaker (the “Employee”) (collectively, the “Parties”), who has been appointed by the Board to the position of Chief Operations Officer.

WHEREAS, the Board hired the Employee for the position of Director of Facilities on or about March 6, 2017;

WHEREAS, the Parties entered into a written agreement or agreements setting forth the compensation and other terms of Employee’s employment as Director of Facilities, the most recent such agreement having expired on June 30, 2020;

WHEREAS, the Board appointed Employee to the role of Chief Operations Officer 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 Chief Operations Officer, the most recent such agreement having expired on June 30, 2023;

WHEREAS, the Employee wishes to continue his employment as the Chief Operations Officer after June 30, 2023 and still holds that position as of the date he 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, 2023 through June 30, 2024 (the “Term”), subject to the Board’s right to earlier terminate this Agreement for just cause in accordance with Section 8.b. below.

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.

Section 3. WORK YEAR

The Employee shall work all of the workdays of the Office of the Superintendent. For Employee this shall mean two hundred and nineteen (219) work days during the Term of this Agreement, which is exclusive of fourteen (14) holidays established by the Board and twenty-seven (27) vacation days of the Employee as set forth below.

For the purposes of this Agreement, the per diem rate shall be calculated by dividing the Employee's annual salary by 219 and proration of any other salary or benefits set forth in this Agreement shall be based on the number of days worked relative to 219.

Section 4. LEAVE PROVISIONS

a. Sick Leave. The Employee shall retain to his credit sick leave days earned through June 30, 2023 in his prior employment with the Board, subject to the limitations on sick leave accumulation set forth in this section.

The Employee shall be credited with eighteen (18) sick leave days per fiscal year during the Term of this Agreement, which shall be credited each July 1st.

Sick leave may be accumulated to a maximum of one hundred (100) days during the Employee's employment with the Board. Once the Employee has been credited with 100 days, the Employee may opt to receive cash payment for up to fifty (50%) percent of the days in excess of 100 days for the fiscal year at the per diem rate. The Employee must request such payment in writing, to the Superintendent not later than June 15th each year. Once payment is made, the Employee's balance shall revert back to 100 days. There shall be no option for cash payment of excess sick leave if the Employee's sick leave balance dips below 100 days during the Term of this Agreement.

There shall be no payout of unused sick leave on resignation, retirement or other separation from employment.

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 (2) 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.

b. Vacation. The Employee shall be credited with twenty-seven (27) vacation days on July 1st of each fiscal year during the Term of this Agreement. Such vacation days must be used by September 30th of the following year 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 1st prior to the last day of employment.

The Employee may elect to be compensated at the Employee's per diem salary rate for up to three (3) days of unused vacation per year.

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 three (3) 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 that year, 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 as funeral leave for a member of the Employee's immediate family, which includes, spouse, child, child in law, parent, parent-in-law, sibling, sibling-in-law, grandparent, grandchild or relative who lives with employee. One (1) day special leave may be taken as funeral leave for an aunt, uncle, niece or nephew of Employee. Such funeral leave shall not count against 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 his position, provided that the

Superintendent approves a request for such leave made at least ninety (90) days prior to the requested leave.

e. Holidays. The Employee shall be entitled to observe the following holidays with full pay: Independence Day, Labor Day, Indigenous Peoples' Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years' Day, Three Kings' Day, Dr. Martin Luther King Day, Presidents' Day, Good Friday, and Memorial Day.

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 for any fiscal year in which the Employee does not work the full 219 work days. The Employee's annual salary rate shall be \$172,298.40. Thereafter, the Employee's salary may be increased effective July 1, based on the prior year's performance and the Superintendent's recommendation. Any increase in salary determined following July 1st shall be retroactive to the beginning of the fiscal year.

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 construction management 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.

An additional sum of Three Thousand Five Hundred Dollars (\$3,500) as to which amount the Employee will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, or Section 457, and then contributed toward the purchase of a 403(b) annuity or 457 deferred compensation with a company of his choice. This amount shall be payable in equal installments throughout the contract year and shall be included in the calculation of the per diem rate of pay for the Employee.

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 administrators 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 his health if enrolled in a 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, 2023, 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, 2023, the Employee's share shall be 12.0% percent of the premium cost toward the HSA plan. The Employee's share for dental insurance shall be 26.0% 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 and medical expenses to the extent permitted by law.

In the event of the Employee's death, the Employee's spouse may participate in the medical and dental plans offered by the Board, at the spouse's expense, for up to three (3) years or up to the date on which the spouse is eligible for Medicare, whichever is sooner.

b. Life Insurance. The Board shall pay for life insurance coverage for the Employee at the rate of two and one half (2.5) times his 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 retirement as established by the applicable retirement plan, 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. Long-Term Disability. The Board shall provide long-term disability insurance with a 90-day waiting period and a maximum of \$5,000 per month. The Board shall provide the Employee with the opportunity to purchase additional disability insurance at the Employee's expense, to the extent permitted by the insurance carrier.

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

Section 8. OTHER COMPENSATION AND BENEFITS

a. The Board agrees to reimburse the Employee for travel expenses incurred in the performance of his duties under this contract. For the use of his own automobile on school business within the district, the Employee will receive one hundred dollars (\$100) per month. Such one-hundred-dollar monthly payments shall be subject to all applicable income and employment taxes, as well as income tax withholding and/or reporting requirements. For business travel outside of the district, the Employee will be reimbursed for actual mileage traveled, according to the applicable IRS rate. The Employee shall be reimbursed for out-of-pocket expenses incurred in the performance of his professional duties, subject to budgeted appropriations in the annual budget.

b. During the term of this Agreement, the Employee will not be discharged, suspended without pay or reduced in rank or compensation without just cause. In the event the Employee continues in his position after this Agreement expires on June 30, 2024 his employment shall thereafter be terminable “at will,” unless and until such “at-will” status is modified in a writing signed by both parties.

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 Policy 4140.2.

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 17th day of April, 2023.

By: Nathan Quesnel
142A6D13F581D3F1CE69D757BBC28BA readysign
Superintendent

By: Ben Whittaker
5B239FE5C7F21C4EB15D2C67A88ED8CE readysign
Benjamin P. Whittaker

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-seven (27) days of vacation to my account on July 1 of the contract year. I also recognize, however, that if I finish my employment during the contract year, all of my salary payments and vacation 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 219 work days in the contract year. I agree that in the event I leave employment with the East Hartford Board of Education during the contract year, 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.

Ben Whittaker

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Employee

Date: 04/17/2023