

EAST HARTFORD BOARD OF EDUCATION

CONTRACT FOR ASSISTANT SUPERINTENDENT

This Agreement is made between the East Hartford Board of Education (the "Board") and Elsie Torres (the "Employee"), who has been appointed by the Board as its Assistant Superintendent of Schools for Elementary Curriculum, Instruction and Assessment. This Agreement outlines the compensation and other terms of employment of the Employee.

Section 1. 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 Employee after consultation with the Employee.

Section 2. 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) workdays, which is exclusive of fourteen (14) paid 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 3. LEAVE PROVISIONS.

a. **Sick Leave.** 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. In the event that the employee leaves her position prior to the completion of a full year, 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 a maximum of two hundred twenty-five (225) days. Once the Employee has been credited with 225 days, the Employee may opt to receive cash payment for up to twenty-five percent (25%) of the days in excess of the 225 days for the fiscal year at the per diem rate for that year. The Employee must request such payment in writing, to the Superintendent, not later than June 15th of the fiscal year for which the Employee is seeking the cash payment. Once payment is made, the Employee's balance shall revert back to 225 days until July 1st when the new year's sick

leave shall be credited. There shall be no option for cash payment of excess sick leave in any year in which the Employee's sick leave balance dips below 225 days.

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 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 an Employee has exhausted sick leave, as well as vacation, the Employee may request an unpaid leave of absence from the Superintendent.

b. Vacation. Vacation days amounting to twenty-seven, (27), days shall be credited to the employee on July 1 of each fiscal year. Such days must be used by September 30th of the following year. However, at the Employee's option, the Employee may be paid for up to five (5) vacation days in any year at the per diem rate. Any vacation days not used by September 30th of the following year shall be forfeited.

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

In the event that the Employee resigns with at least one (1) 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 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 other leave as follows:

- i. Three days special leave may be taken for funeral of a member of 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 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 days leave with pay may be granted for religious leave.

d. Unpaid Leave. The Employee shall 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 4: SALARY.

The Employee's annual salary shall be paid in biweekly installments, and shall be prorated for any fiscal year in which the Employee does not work the full 219 workdays. The Employee's annual salary rate shall be \$158,930.48. Thereafter, the Employee's salary may be increased effective July 1st 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.

An additional sum of One Thousand Five Hundred Dollars (\$1,500) as to which amount the Employee will arrange to have an elective deferral deducted from her 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 her 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 5. 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 her 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, 2019, if the Employee fully complies with all of the Wellness Program requirements in a given year she shall receive a two hundred and fifty dollar (\$250.00) contribution into her 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, 2019, the Employee's share shall be 9.0% percent of the premium cost toward the HSA plan. The Employee's share for dental insurance shall be 22.0% 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 employee at the rate of 2.5 times 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 State Teachers' Retirement Board, 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.

Section 6. OTHER COMPENSATION AND BENEFITS.

a. The Board shall pay for such professional development expenses as are approved by the Superintendent. The Board shall also reimburse the Employee for tuition expenses, for enrollment in a doctoral program of an accredited college or university, provided the Employee's proposed degree is in a field related to education, that reimbursement is approved in advance by the Superintendent, and that the Employee attains passing grades or other evidence of satisfactory progress toward the degree. Reimbursement shall not exceed the tuition for more than nine credits or the equivalent per fiscal year.

In the event the Employee earns a doctoral degree from an accredited college or university, the Employee shall be eligible to receive a five thousand dollar (\$5,000) annual stipend. This stipend amount shall be included in the calculation of the per diem rate of pay for the Employee.

b. The Board agrees to reimburse the Employee for travel expenses incurred in the performance of her duties under this contract. For the use of her 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 her professional duties, subject to budgeted appropriations in the annual budget.

c. The Employee shall not be suspended without pay or reduced in rank or compensation without just cause.

Section 7. 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.

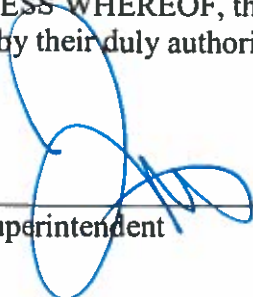
b. This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by an agreement in writing signed by both parties. Commencing upon the effective date, it supersedes any and all prior agreements between the parties, and replaces any conflicting Board policy, including Policy 4140.2.

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

Section 8: DURATION.

This Agreement is effective July 1, 2019 and shall remain in full force and effect through June 30, 2020, subject to the Board's rights to non-renew and/or terminate this Agreement in accordance with applicable law.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be executed by their duly authorized representatives this 14 day of June, 2019.

By:  _____
Superintendent

By:  _____
Employee

APPENDIX A

WAGE DEDUCTION AUTHORIZATION

I recognize that under Section 3 of the attached contract that I signed in connection with my employment with 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 each contract year. I also recognize, however, that for any contract year in which I start or finish employment, 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 219 work days in the contract year. I agree that in the event I leave employment with the East Hartford Board of Education during a 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 contract. 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: June 14, 2019