

Contract of Employment – Business Manager

This Agreement is made on the date indicated below by and between the Board of Education of Regional School District #18 of Old Lyme, Connecticut (hereinafter referred to as “the Board” or “Board”) and Holly B. McCalla of New London, Connecticut, (hereinafter referred to as “the Business Manager”). In consideration of the mutual promises and forbearances contained herein and for other good and sufficient consideration, the parties agree as follows:

1) The Board, by virtue of its authority under the Connecticut General Statutes to employ necessary certified staff members, has agreed and does hereby agree to employ the aforesaid Holly McCalla to serve as its Business Manager and to perform all duties and responsibilities pertinent to that position pursuant to Board and/or Administrative policies, procedures, directives and instructions.

2) The term of the appointment of the Business Manager and of this Agreement shall be from July 1, 2017 to and including June 30, 2020.

3) The Business Manager hereby accepts said employment with the Board and agrees to perform faithfully and diligently the duties of the position of Business Manager. The Business Manager is in charge of the financial management of Regional District 18 (refer to attached job description). The Business Manager serves at the discretion of the Board and faithfully and diligently executes such policies, procedures, instructions and directives as shall be established by the Board, acting either through its Superintendent of Schools or his designee. It is understood that the Superintendent of Schools, in his capacity as the Chief Executive Officer of the Board, shall be the supervisor of the Business Manager. The Business Manager shall comply with the policies of the Board and with state and federal laws and regulations. The

Business Manager shall, through the Superintendent of Schools, advise the Board on policies and procedures to ensure the effective and efficient financial management of Regional District 18.

The duties of the Business Manager are covered in more detail under the job description for the position and Board of Education policy which may, from time to time, be altered or amended at the discretion of the Board.

The Business Manager shall, when requested to do so by the Superintendent, attend meetings of the Board and its committees and subcommittees and shall be prepared to assist the Board or its committees or subcommittees in deliberations relating to her job responsibilities, unless excused by the Superintendent, except when confidential matters relating to the Business Manager's own employment are under consideration. With the advance approval of the Superintendent, the Business Manager may appoint a designee to attend meetings she is to attend when unable to be present personally.

4) The Business Manager agrees to devote full time and energies to the performance of the duties of the position of Business Manager and will not engage in any other employment which detracts from her duties.

5) As provided above, the term of said employment and of this Agreement is for a period extending from July 1, 2017 to June 30, 2020. As provided in Section (2) of the Contract of Employment, the term of said employment and of the Contract of Employment is for a period extending from July 1, 2017 to June 30, 2020. During the month of May in any given year of the contract, the Business Manager may request that the Board extend the contract for one additional year. If a contract extension is requested, the Business Manager shall be notified in writing if the Board intends to either extend the agreement or not. In the absence of either such request or extension, employment shall terminate on June 30, 2020. Moreover, failure by the Board to vote

on any extension under consideration within the aforesaid time frame shall not result in an automatic extension of the Business Manager's contract. Before becoming effective and binding, the terms of any mutually agreed to extension or renewal of the Agreement, or any new Agreement, shall be reduced to writing and shall then be approved by the Board and signed by the parties.

The salary of the Business Manager shall be based upon an annual basis. The Business Manager's salary shall be set at \$114,708 for the first year (2017-2018) of this Agreement.

The salary for the second year (2018-2019) and for the third year (2019-2020) will be negotiated.

The Board shall fund a mutually agreed tax deferred annuity for the Business Manager, which shall be in addition to her basic salary, in the amount of \$4,000.

The Business Manager shall report immediately, in writing to the Superintendent, all cases of assault suffered by her in connection with her employment.

The Board agrees to hold harmless the Business Manager as provided in Sections 10-235 and 10-236a of the General Statutes of the State of Connecticut.

The Business Manager receiving an assault suffered by her in connection with her employment shall receive worker's compensation in amounts and manner in accordance with the statutes pertaining thereto and the difference between such compensation and the salary schedule applicable at the time of such injury shall be paid by the Board of Education as the result of the assault for a maximum of one (1) year. Thereafter, if the Business Manager continues to be absent on a compensable injury, the salary continuation shall remain in effect, but the difference between the worker's compensation and the normal full salary shall be deducted from the employee's accumulated sick leave.

6) The Business Manager shall receive 28 days of paid vacation annually. All vacation leave must be approved in advance by the Superintendent. The Business Manager shall also be granted the following paid holidays with pay as they occur during her work year, provided the schools in the Region 18 District are closed on the holiday: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, and Independence Day. It is understood that from time to time the Business Manager's duties may require her to work on one or more holidays, in which case, the Business Manager may, with the prior approval of the Superintendent, arrange to take an alternate day off with pay. In special circumstances and with the approval of the Superintendent of Schools, the Business Manager may carry over up to ten (10) days vacation from one year to the next up to a maximum of thirty-eight (38) days of the following year. In the event of an unusual situation in which the Business Manager is requested to forfeit a vacation at the request of the Board of Education or the Superintendent of Schools, there shall be compensation for said vacation in like time or pay.

7) The Business Manager shall be entitled to 18 days of sick leave with pay annually to be accumulated to a maximum of 230 days. Sick leave may be used by the Business Manager only when she is unable to work as a result of illness or injury. The Superintendent may require that absences beyond three consecutive days, or other absences which are questionable, be verified by a licensed physician in writing.

A. Personal Leave

A1. The Business Manager shall be entitled to the following leaves of absence with full pay, at the discretion of the Superintendent:

Death in the family or attendance at funerals.

Personal and/or legal reasons.

Illness in immediate family.

Attendance at graduation exercises (self, spouse, children).

A2. Application for leave in the provision above shall be made to the immediate supervisor at least 24 hours before taking such leave (except in the case of emergencies) and such leaves may be granted, except in cases of extreme hardship or disability to the school system, on the basis of application.

A3. Under special circumstances, the Business Manager may apply for an extended leave without pay for up to one year. Application for such leaves must be made in writing and, whenever possible, a six-month notification is required. The leave must be approved by the Board of Education.

A4. The grant or denial of any request for a leave of absence under this section shall be without prejudice and shall not establish a practice or precedent for any future case or cases whether similar or dissimilar.

B. Professional Leave

B1. The Business Manager may, with prior approval of the Superintendent, be absent without the loss of pay because of:

Attendance at professional meetings or conferences.

Visitation to other schools.

B2. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and or transportation) incurred by the Business Manager who attends workshops, seminars, conferences or other professional improvement sessions at the request and/or with the approval of the Superintendent for

particular purposes of special benefit to the school system and/or the individual participating.

B3. With advance approval of the Superintendent, the Business Manager, holding office in a professional organization or invited to participate in a program of that organization, may be excused from duty because of such obligations. Absences for other professional organizations of a similar nature may also be approved by the Superintendent.

B4. Should the Business Manager be granted a leave of absence for one year, she shall notify the Superintendent of Schools in writing, on or before the first day of February, of her intention to resume work at the beginning of the ensuing year. The Business Manager will receive a negotiated salary for the year of return.

B5. To the extent possible, the Business Manager, returning from leave of absence granted under this Article, shall be restored to the same position she held at the time the leave was granted.

B6. The Business Manager on leave of absence shall retain sick leave accumulated as of the date of the beginning of leave.

8) The Board agrees to make available to the Business Manager and any of her eligible dependents the same medical and dental insurance package enjoyed by certified employees in the employ of the Board who are represented by the Lyme/Old Lyme Administrators' Association (LOLA), as such package shall be in effect during the term of this contract, provided that the Business Manager and her eligible dependents are insurable; or receive a \$2,500 stipend if waived.

9) The Board shall pay the full reasonable premium for term life insurance covering the Business Manager equal to a death benefit of \$500,000, provided that the Business Manager is insurable.

10) The Business Manager shall be eligible for coverage under the long-term disability income protection policy provided by the Board for certified administrators in the employ of the Board who are represented by LOLA, as in effect during the term of this contract, provided that the Business Manager is insurable.

11) Subject to the prior approval of the Superintendent of Schools, the Board shall reimburse 50% of the cost of tuition for courses satisfactorily completed with a grade of B or better for professional development or educational improvement at accredited colleges, universities or professional training schools.

12) All references to insurance coverages under this Agreement are intended as descriptive only and are not intended to be, nor are they to be construed as, amending or altering in any way the terms of the underlying insurance policies or coverages referred to.

13) The Business Manager represents that, to the best of her knowledge, she is in good health and knows of no condition which would interfere with the proper performance of her duties. Should concerns about her fitness for duty arise, the Superintendent may require a physical and/or mental examination of the Business Manager at any time during the term of this contract. The results of such examination shall be furnished to the Superintendent and the Chairperson of the Board and will be kept confidential as provided by law. The Board will reimburse the Business Manager for the reasonable costs of all such examinations which are not covered by insurance.

14) The Board shall provide the Business Manager with monthly reimbursement for reasonable and necessary miles driven by her in her personally owned vehicle on official Board of Education business, provided that the Business Manager submits a monthly written reimbursement request documenting the miles driven. The mileage reimbursement rate will be set at the maximum Internal Revenue Service non-reportable rate for business travel reimbursement.

15) The parties may, by mutual consent, terminate this Agreement at any time.

16) Absent termination by mutual consent, either by the Board or upon approval by the Board of Education, the Superintendent of Schools may terminate this contract of employment at any time during its term for cause for any one or more of the following reasons: inefficiency or incompetence; insubordination against rules, policies or directives of the Board of Education or its designee; moral misconduct; medical disability as established by competent medical authority; other due and sufficient cause. In the event the Board (or the Superintendent) seeks to terminate the contract for cause, it shall mail or deliver to the Business Manager written notice that termination of her contract is under consideration. The Business Manager shall have seven (7) days from the date of the written notice in which to file with the Chairperson of the Board (with a copy to the Superintendent) a request for a written statement of reasons for this action, which shall be responded to by the Board (or the Superintendent as the Board's designee) within seven (7) days. Within fifteen (15) days after the date of the written notice that contract termination is under consideration, the Business Manager may file with the Board a written request for a hearing before the Board, which hearing shall commence within twenty (20) days after receipt of the hearing request. The Board shall render its decision within fifteen (15) days of the conclusion of the hearing and shall mail or deliver a copy of its decision to the Business

Manager. Any such hearing may be in executive or public session as provided in the Freedom of Information Act of the State of Connecticut. Time limits referred to herein are to be calculated on calendar days including weekends and holidays. Notices, requests and other correspondence required under this section shall be transmitted by personal delivery to the addressee and/or by registered or certified mail.

17) The performance of the Business Manager shall be evaluated and reviewed by the Superintendent.

18) If any term of this Agreement is declared to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in effect and shall be binding upon all parties.

19) This Agreement contains the complete and entire agreement between the parties and it supersedes all prior agreements between the parties, whether verbal or written. This Agreement may not be amended orally, but may be amended only by an agreement in writing approved by the Board and signed by both parties.

20) This Agreement shall become effective upon its approval by the Business Manager, its approval by the full Board of Education and the subsequent affixation of the signatures of the parties below.

WHEREFORE, the parties, by themselves or their duly authorized representatives, have set their hands to this Agreement, finalizing same, in the presence of a witness, as indicated below on this ____ day of June 2017.

Makell J. Loh
Chairperson, Regional School District
Board of Education (duly authorized)

[Signature]
Business Manager

Jeanne DeLaura
Witness

[Signature]
Witness