

**Agreement Between
Board of Education, Regional School District 13
and
Operations Manager**

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO this 13th day of September 2022 by and between the Regional School District 13 Board of Education (hereinafter referred to as the "Board") and Patricia Smith (hereinafter referred to as the "Operations Manager").
- B. In accordance with the provisions of this Agreement, the Board does hereby employ Patricia Smith as Operations Manager for the Regional School District 13 Public Schools, and Patricia Smith does hereby accept employment as Operations Manager under the terms and conditions hereinafter set forth in this Agreement.

I. DUTIES

- A. The Operations Manager shall serve as the Operations Manager for the Board. In harmony with the policies of the Board, State Laws, and State Board of Education regulations, the Operations Manager has the responsibility for the maintenance and supervision of the buildings and grounds of the Regional School District 13 Public Schools and other duties within his areas of responsibility, as directed by the Superintendent on behalf of the Board, consistent with any applicable job description.

II. TERM

- A. This Agreement shall become effective October 3, 2022 and all remain in effect through and including June 30, 2023. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the Board and the Operations Manager, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

III. COMPENSATION

- A. The base salary for the Operations Manager for the 2022-2023 fiscal year shall be \$83,000. Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Operations Manager and shall be payable in biweekly equal installments. Said compensation is subject to applicable United States withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits.

- B. For the second and third years of the term of this Agreement, such amount as the Operations Manager and the Board mutually agree upon (but, in any event, not less than the salary paid to the Operations Manager for the prior fiscal year). If no agreement concerning salary is reached, the Operations Manager's salary shall continue at the rate of the preceding year. Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Operations Manager and shall be payable in biweekly equal installments. Said compensation is subject to applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits

V. INSURANCE BENEFITS AND WORKING CONDITIONS

A. SICK LEAVE

- 1. The Operations Manager shall be entitled to sick leave with full pay up to fifteen (15) working days in each year. Unused sick leave shall be accumulated from year to year, so long as the Operations Manager remains continuously in the service of the Board, up to 235 days.
- 2. The Operations Manager shall receive an accounting of the accumulated sick days credited to her with the first paycheck of the fiscal year.

B. PERSONAL LEAVE

- 1. The Operations Manager may request up to five (5) personal days annually for the following reasons:
 - a. illness or death in the immediate family,
 - b. weddings in the immediate family,
 - c. birth of child by spouse,
 - d. graduation ceremonies of immediate family members,
 - e. a court appearance, or
 - f. other personal matters that cannot be conducted outside of the work day.

Immediate Family is defined as spouse, mother, father, wife, husband, son, daughter, brother, sister, grandchildren, or grandparents.

- 2. Personal leave shall not be used to extend or start a vacation period or holiday.
- 3. Except in cases of emergency, application for personal leave shall be made to the Superintendent at least three (3) days before the day is taken.

C. VACATION LEAVE

- 1. The Operations Manager must obtain prior approval from the Superintendent for any vacation leave taken. A maximum of five (5) vacation

days may be rolled over into the next year with prior approval of the Superintendent (or designee). The Operations Manager will be paid for unused vacation days at the time of termination, at the daily rate of 1/235th of the stated annual salary times the number of accumulated days, up to a total of twenty five (25) days. In the event of death, unused and accrued vacation will be paid to the Operations Manager's estate.

Thereafter, the following schedule shall apply for annual vacation time off with pay:
Upon completion of:

1	year of service	10 days
4	years of service	15 days
9	years of service	20 days
15+	years of service	25 days

Credit for past service to the district will be allowed under this article.

Reimbursement for accumulated unused vacation days will be paid out in full upon separation from the District.

D. BEREAVEMENT LEAVE

1. The Board will provide Operations Manager with five (5) bereavement days annually for death in the immediate family (immediate family is defined as parent, sibling, spouse, child, grandparent, grandchild or any person, who preceding death, has been a member of the same household as the staff member). One of these days may be used for the death of an extended family member (extended family is defined as parent-in-law, brother/sister-in-law, niece, nephew, aunt, or uncle.)

E. INSURANCE AND PENSION BENEFITS

1. **Health, Vision and Dental Insurance:** In the 2022-2023 fiscal year, on behalf of herself and any eligible dependents, the Operations Manager may elect to participate in the RSD 13 insurance plan. If such coverage is elected by the Operations Manager, the Board shall pay the premium share as dictated by the administrators bargaining unit in place at the time, and the Operations Manager shall pay any remaining costs for such coverage.
2. **Life Insurance and Accidental Death and Dismemberment Insurance:** The Board shall provide for the Operations Manager, term life insurance coverage in the amount of her annual salary, subject to the Operations Manager's insurability. The Board shall provide for the Operations Manager Accidental Death and Dismemberment insurance coverage in the amount of Five Thousand Dollars

(\$5,000), subject to the Operations Manager's insurability. If either of such coverages is elected by the Operations Manager, the Board shall pay ninety-five percent (95%) of the premium costs for such coverage, and the Operations Manager shall pay any remaining costs for such coverage. Any portion of premiums for such insurance for which the Operations Manager is responsible shall be paid by the Operations Manager through payroll deduction.

3. **Group Disability Insurance:** The Board shall provide for the Operations Manager, at its expense, group disability insurance.

F. PENSION

1. The Operations Manager, if eligible, shall have the right to enroll in the Board's pension plan subject to the terms, conditions and requirements of such plan, including but not limited to applicable waiting periods, as such terms, conditions and requirements may be amended from time to time.

V. TERMINATION OF AGREEMENT

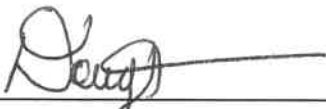
- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Operations Manager may unilaterally terminate this Agreement at any time for any reason during its term upon thirty (30) days written notice, except that the thirty (30) days notice is not required if termination is part of an action to implement a new contract between the parties hereto, in which case the execution of the new agreement shall serve to terminate the prior agreement between the parties.
- C. The Board may unilaterally terminate this Agreement at any time for any reason during its term upon ninety (90) days written notice, except that the ninety (90) days notice is not required if termination is part of an action to implement a new contract between the parties hereto, in which case the execution of the new agreement shall serve to terminate the prior agreement between the parties.
- D. If the termination notice described above is given by either party, the Board may, in its discretion, inform the Operations Manager that the thirty (30) day or ninety (90) day notice period need not be entirely worked out by the Operations Manager, in which case the Operations Manager shall receive as a severance allowance, salary continuation for any days within the applicable notice period not actually worked.

VI. GENERAL PROVISIONS

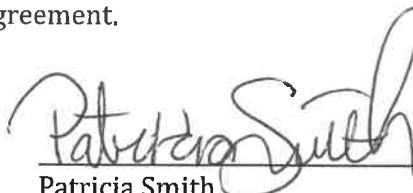
- A. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- B. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties.

- C. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Operations Manager shall be sent to her at her home address.
- D. Salary increases and other changes to compensation and/or benefits will be agreed upon annually between the Superintendent (or her designate), and the Operations Manager giving consideration to performance, job responsibilities and current economic conditions.

The parties hereto set their signatures in agreement.



Douglas Schuch
Superintendent of Schools



Patricia Smith
Operations Manager

9/12/22

Date

9-13-22

Date