

EMPLOYMENT AGREEMENT BETWEEN THE
VERNON BOARD OF EDUCATION
AND
ROBERT TESTA

RECEIVED
VERNON TOWN CLERK
17 DEC 18 AM 10:43

This agreement is made this 30th day of October, 2017 by and between the Board of Education (hereinafter called the "Board" or "Employer") and Robert Testa (hereinafter called employee or Assistant Superintendent of the Vernon Public Schools).

I. EMPLOYMENT AND DURATION

A. The Board agrees to employ the Assistant Superintendent of the Vernon Public Schools for a period commencing July 1, 2017 and ending June 30, 2018 in accordance with the laws of the State of Connecticut and policies, rules and regulations of the Board. The Board, shall, not less than six (6) months prior to the expiration date of this Agreement or a successor agreement, take action to consider the extension of the existing agreement.

B. If the Board does not exercise the option described in Paragraph A hereof, this Agreement shall remain in full force and effect according to its terms (1) until it expires, (2) until it is terminated in accordance with its provision, or (3) until a successor agreement is entered into by the parties.

II. CERTIFICATION AND RESPONSIBILITIES

A. Certification. At all times during the terms of this agreement, the Assistant Superintendent shall hold such valid certification as required for an Assistant Superintendent (#092) by the Commissioner of Education and the State of Connecticut.

B. Duties: The Assistant Superintendent of the Vernon Public Schools shall perform all duties incident to the office of the position as described in the Board's policies, administrative regulations, and state and federal laws, and shall perform such other duties as the Superintendent may require from time to time. The Assistant Superintendent of the Vernon Public Schools shall report and be responsible to the Superintendent of Schools.

III. COMPENSATION

A. Salary: The annual salary for Assistant Superintendent of the Vernon Public Schools for 2017-2018 will be \$155,000. Any salary increase for subsequent years will be related to performance.

B. Stipends: Yearly travel allowance of \$2,700 per year for travel expenses incurred within the State of Connecticut. Travel expenses outside the State shall be reimbursed at the prevailing published IRS rates.

C. Benefits:

- Personal Leave: Up to 5 days per year non-cumulative for imperative personal business which cannot effectively be done outside of the work day.
- Sick Leave: 20 days per year cumulative to the work year. Up to ten (10) days of sick leave each year may be used because of the sickness or illness of an immediate family member. Immediate family is defined as parents, spouse, children, stepchildren, and any relative who is domiciled in the employee's household
- Paid Holidays:

13 paid holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

- Vacation Days: The Assistant Superintendent shall be provided twenty-five (25) vacation days per year, exclusive of legal holidays, pro-rated for any partial year of employment. The Assistant Superintendent will be paid for unused vacation days at the time of termination, resignation, or retirement at the daily rate of 1/260 of the annual salary times the number of unused vacation days, per existing Board policy and pro-rated to the date of termination, resignation or retirement. In the event of death, any unused days shall be paid to the employee's estate.
- Life Insurance: Term life will be provided in an amount equal to two (2) times the annual salary. AD&D will be provided in the amount of two times the annual salary.
- Health Insurance: The medical insurance plan available during this agreement is the H.S.A. plan.

The HSA shall, as required, be a high deductible health plan which shall have a \$2,000 single and \$4,000 family annual deductible for in-network services. Out-of-network services will also be subject to a \$2,000/\$4,000 initial deductible. Once the deductible is met, there shall be no coinsurance payments required for in-network covered services. Out-of-network services shall be subject to a 70% Plan payment/30% member coinsurance payment, to a coinsurance payment maximum of \$2,000 for individual coverage and \$4,000 for family coverage. This coinsurance payment shall be in addition to the initial deductible.

A HSA shall be established by the Board for each eligible employee who elects the HSA option and the Board shall annually deposit the sum of

\$1,000 for single coverage, and \$2,000 for family or 2-person coverage in the employee's HSA account.

Prescription drugs are covered as part of the HSA plan and will count toward satisfying the applicable \$2,000/\$4,000 deductible. Prescription drug co-pays for drugs purchased after the deductible has been satisfied will be subject to employee co-pays of \$5/\$20/\$35 during 2017-2018 for a 30 day supply. A ninety day supply is available through mail order at twice (2X) the normal 30-day co-pay.

Employee premium share contribution levels for the HSA shall be 20% for 2017-2018.

- **Dental Coverage:** The Board of Education shall provide the Anthem full service dental plan coverage for employees and their eligible dependents with riders A, B, C, and D. Any employee who elects any of the available dental riders must elect all dental riders as a package. Employees shall contribute 35% for 2017-2018.
- **Disability Insurance:** The Board will provide Long Term Disability insurance with a 50% monthly benefit rate up to a maximum of \$8,000 and with a 180 day elimination period.

D. **Pension:** Through the Connecticut State Teacher's Retirement Board.

IV. EVALUATION

This employee will be evaluated annually in writing by his/her supervisor by the 30th of June.

V. TERMINATION OF EMPLOYMENT AGREEMENT

A. This agreement may be terminated by mutual consent at any time. The Assistant Superintendent of the Vernon Public Schools may indicate his desire to end the agreement upon delivery of a fourteen (14) calendar day written notice to the Superintendent. The Superintendent may accept upon receipt and without delay the employee's resignation or retirement.

B. **Termination.** The Board may terminate the contract at any time for any of the following reasons:

- a. inefficiency or incompetence;
- b. insubordination against reasonable rules or directives of the Board;
- c. reduction in force
- d. moral misconduct;
- e. mental or physical disability
- f. other due and sufficient cause

With regard to reason "e", the Board may require a comprehensive medical examination

if such an examination appears necessary in the judgment of the Board. The Board shall pay for any such examination. In any event, the Board shall have the absolute right to terminate this contract if Assistant Superintendent of the Vernon Public Schools is unable to perform his service by reason of absence due to illness, for a continuous period of sixty (60) days beyond the accrued sick leave days.

Prior to any such termination, the Board shall give the Assistant Superintendent of the Vernon Public Schools written notice that termination is under consideration together with a statement in writing of the reasons therefore. Within twenty (20) days of receipt of such notice, the Assistant Superintendent of the Vernon Public Schools may request a hearing before the Board or an impartial hearing panel or officer, which hearing shall be held within fifteen (15) days of receipt of such request. The Assistant Superintendent of the Vernon Public Schools will be notified in writing of its decision.

V. GENERAL PROVISIONS

A. This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations and written and/or oral agreements with respect to the employment of Robert Testa as the Assistant Superintendent of the Vernon Public Schools.

B. The Board agrees to protect and save the Assistant Superintendent of the Vernon Public Schools harmless from financial loss and expense, including legal fees and costs, if any, arising out of civil or criminal proceedings brought against the Assistant Superintendent of the Vernon Public Schools in the good faith discharge of his/her duties and excluding any acts of willful misconduct.

C. In addition, the Assistant Superintendent of the Vernon Public Schools will not lose regular pay or suffer a reduction of accumulated PTO for those days on which he/she is required to be absent from work to appear in Court or to consult with his/her attorney as reasonably necessary to prepare for an appearance in court in connection with those matters for which the Board is required to protect and save the Assistant Superintendent of the Vernon Public Schools harmless.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates written below.



By: Robert Testa

Date



By: Anne Fischer, Chairperson

11/27/17
Date

Vernon Board of Education