

**BUSINESS MANAGER
AGREEMENT
PLYMOUTH BOARD OF EDUCATION**

It is hereby agreed by and between the Board of Education for the Town of Plymouth, Connecticut (hereinafter referred to as the "Board") and Matthew Tencza, (hereinafter referred to as the "Business Manager"), that the Board does hereby employ Matthew Tencza as Business Manager, and that Matthew Tencza hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. DUTIES

Under the direction and supervision of the Superintendent of Schools, the Business Manager shall be responsible for all aspects of the business operations in the district. In carrying out such responsibilities, the Business Manager shall perform the duties set forth in the job description for the position of Business Manager and shall perform related duties as determined by the Superintendent of Schools.

2. TERM

Subject to the provisions of Section 7 of this Agreement, the term of employment covered by this Agreement shall be from November 9, 2020 through June 30, 2021.

3. WORKYEAR

The work year for the Business Manager shall be two hundred sixty (260) work days. As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30.

4. SALARY

The Business Manager's base annual salary for the 2020-21 contract year shall be the following:

- A. A cash component of One Hundred Twenty Thousand Dollars (\$120,000), for the 2020-21 contract year to be paid in installments in accordance with the Board's established payroll procedures.

5. BENEFITS

- A. **Pro-ration of Benefits:** The number of sick days, personal leave days and vacation days shall be pro-rated for any partial years of service as Business Manager.
- B. **Sick Leave.** The Board shall provide the Business Manager with fifteen (15) sick days annually to be used for personal illness of the Business Manager. Sick days may be accumulated up to a maximum of two hundred twenty (220) days.
- C. **Personal Leave.** Up to three (3) days annually (non-cumulative) for a personal leave may be granted to the Business Manager at the discretion of the Superintendent of Schools. Such leave shall be for emergencies and other matters of pressing personal concern that cannot be addressed outside of work hours. The Business Manager will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- D. **Holidays.** The Business Manager shall be entitled to thirteen (13) full paid days for the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Recess- 2 days, Christmas, and one (1) Floating Holiday
- E. **Vacation.** The Board shall provide the Business Manager with twenty (20) vacation days annually, exclusive of the holidays set forth in Section D above. The Business Manager may carry a maximum of three (3) vacation days over from one year to the next. Upon resignation or retirement, the Business Manager will be paid for any unused vacation days up to a maximum of ten (10) days, at his per diem rate in effect at that time.
- F. **Health and Dental Insurance.** The Business Manager shall have the right to enroll himself, his spouse and his eligible dependents in the health insurance plan provided to certified administrators employed by the Board, as may be amended from time to time. The Business Manager will pay the same premium contributions as all other members of the certified administrator group.
- G. **Life Insurance.** The Board shall provide and pay for group term life insurance for the Business Manager in the amount of One Hundred Thousand Dollars (\$100,000).
- H. **Insurance Benefits (General Provisions).** Participation in any of the insurance plans described in Sections F and G above shall be subject to the eligibility requirements of the carrier(s). The specific elements of

coverage under any such plan shall be governed by the plan documents issued by the insurance carrier/administrator. The Board reserves the right to change the specific insurance plan(s) or carrier(s) for health insurance coverage at any time during the term of this Agreement.

- I. **Reimbursement of Expenses.** The Board shall reimburse the Business Manager for all expenses reasonably incurred in the performance of his duties under this Agreement in accordance with the Board's established procedures regarding such reimbursement, provided that such expenses have the prior written approval of the Superintendent of Schools. The Board shall reimburse the Business Manager at the IRS mileage rate for use of his automobile on school district business in accordance with the Board's established procedures regarding such reimbursement.
- J. **Membership in Professional Organizations:** Subject to budgeted appropriations and prior approval of the Superintendent of Schools, the Business Manager may maintain membership in professional organizations at Board expense, including participation in CASBO and attendance at the annual CASBO conference, provided that such membership is relevant to the performance of the Business Manager's job duties.
- K. **Pension:** The Business Manager may elect to participate in the Town of Plymouth's Defined Contribution Plan (401A) and will be eligible for any matching contributions offered by the Plan, as may be amended from time to time.

6. **EVALUATION**

The Superintendent of Schools shall evaluate the performance of the Business Manager at least annually.

7. **TERMINATION OF EMPLOYMENT**

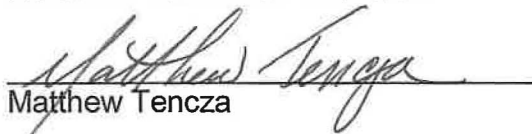
- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Business Manager shall be entitled to terminate this Agreement upon written notice of thirty (30) calendar days.
- C. Notwithstanding the additional provisions of this Agreement, the Board may terminate the employment of the Business Manager upon the recommendation of the Superintendent at any time for cause. In the event that the Superintendent wishes to recommend such action, the Superintendent shall provide the Business Manager with written notice

of his reason(s) for recommending termination. Upon the written request of the Business Manager, the Board of Education shall, within twenty (20) days of receiving such request, conduct a hearing in executive session (subject to the right of the Business Manager to require that such hearing be held in public session) concerning the recommendation for termination. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

8. **GENERAL PROVISIONS**


- A. At all times during the term of this Agreement, the Business Manager shall possess and maintain Connecticut State Department of Education certification both as a School Business Official (085 certification).
- B. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum 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 both parties.
- C. 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.
- D. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.


Matthew Tencza

Date: 10/16/2020

For the Plymouth Board of Education:


Walter Seaman/
Chair, Board of Education

Date: 10/20/2020