

**MONTVILLE BOARD OF EDUCATION
Director of Facilities and Custodial Services
Contract**

The Montville Board of Education (“Board”) hereby agrees to employ Willie Quiñones (“Employee”) and Employee hereby agrees to serve as Director of Facilities and Custodial Services for the public schools of said town for the **2024-2025** school year, subject to the conditions stated below.

Section I: Continuation of Contract and Salary Agreement

This contract shall be renewed prior to completion. For each year for which this contract is renewed, the annual salary of the Employee shall be established by mutual agreement between the Employee and the Board/Superintendent.

Section II: Termination

This contract may be terminated at any time by mutual consent of the parties. It may also be terminated by the Board for cause. The Employee may resign or retire by submitting at least sixty (60) days written notice to the Superintendent.

Section III: Duties and Responsibilities

The duties and responsibilities of the Employee shall be in accordance with Board of Education policy.

Section IV: Work Year

The Employee shall be employed under a twelve (12) month contract with time off as follows:

A. **Vacation***

The Employee shall be entitled to twenty-five (25) vacation days annually, to be scheduled by mutual agreement with the Superintendent.

Vacation days will increase to 27 days annually after three years in this position.

A maximum of five (5) vacation days may be carried from one contract year to the next, for a maximum starting balance of your annual accrual plus five (5) vacation days. If not used remaining time will be forfeited.

B. **Legal Holidays**

All legal holidays, including July 4th and Labor Day, for which the schools are closed, and the Friday after Thanksgiving, shall be considered non-work days for the Employee.

Section V: Sick Leave

The Employee shall be entitled to twenty (20) days sick leave with full pay annually. Such leave, if unused, shall accumulate for leave purposes only to a maximum of two hundred (200) days.

Section VI: Personal Days

- A. The Employee shall be allowed eight (8) days leave, non-cumulative, with no pay deduction for any one of the following reasons:
 - 1. Death or illness in the immediate family.
 - 2. Religious requirements.
 - 3. Legal requirements, including one day for marriage of self.
 - 4. Birth of a child.
 - 5. College graduation of self, or the spouse or children of self.

- B. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, spouse's son and daughter, son-in-law and daughter-in-law.

- C. Upon request, the superintendent is authorized to grant additional days leave for any reason he/she believes meritorious.

Sick and personal time balances will not be considered for payout upon separation or retirement.

Section VII: Professional Leave

The Employee shall be allowed to attend local, state, and national meetings, workshops and conferences that are designed for professional purposes, subject to approval of the Superintendent of Schools.

Section VIII: Protection of Employee

- A. The Employee shall report immediately in writing to the Board of Education all cases of assault suffered by him in connection with his employment.

- B. Such report shall be forwarded to the Board, which shall comply with any reasonable request from the Director of Facilities and Custodial Services for information in its possession not privileged under law, which related to the incident or the persons involved.

- C. The Board shall protect and save harmless the Employee from financial loss and expense arising out of any claim by reason of alleged negligence or other act resulting in accidental bodily injury provided such Employee was acting in the discharge of his duties within the scope of his employment.

Section IX: Personal Injury Benefits

- A. Whenever the Employee is absent from school as a result of bodily injury caused by an accident arising out of and in the course of his employment, he shall be paid his full salary for a reasonable period of time less the amount of any worker's compensation award made for temporary disability due to said injury, and no part of such absence shall be charged to his annual or accumulated sick leave.
- B. The Board shall have the right to have the Employee examined by a physician designated by the Board for the purpose of establishing the length of time the Employee is temporarily disabled from performing his duties as a result of the injury. In the event the Employee is dissatisfied with the conclusions of such physician, the Employee shall have the right to be examined by a physician of his own choice. If the two (2) physicians conducting the examinations disagree as to the length of time that the administrator is disabled from performing his duties as a result of the injury, a third physician agreeable to the Board and the Employee shall examine the Employee and shall make a final and binding determination as to the length of the disability. The cost of the services of such third physician shall be divided equally between the Board and the Employee.
- C. In the event of any payment under this policy, the Board shall be subrogated to all the Employee's rights of recovery therefor against any person or organization and the Employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Employee shall do nothing after the injury to prejudice such rights.

Section X: Salary

\$115,360

Employee must receive pay via direct deposit to an authorized bank or credit union of the Employee's choosing, on dates specified on the district calendar.

Section XI: Pay Dates

The Employee will be paid on the dates specified for other Montville employees.

Section XII: Insurance Benefits

- A. High Deductible Plan (Primary Plan).

The Board shall offer a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) as an alternative to the PPO Plan. The key features of the HDHP/HSA Plan shall be as follows:

Deductible: \$2,000 individual/\$4,000 family combined for in-network and out-of-network (OON) services. In-network out-of-pocket maximum of \$3,000/\$6,000.

Co-insurance: 100% after deductible in-network/80% of maximum allowable amount after deductible

OON up to out-of-pocket maximum of \$4,000 individual/\$8,000 family

Lifetime

Maximum: Unlimited in-network/\$1,000,000 OON

Preventive

Services: 100% (deductible does not apply)

Other: 100% after deductible in-network

80% after deductible OON

Prescription

Drugs: In network, after deductible, co-pays of:

- \$10 for generic
- \$30 for brand name preferred or formulary drugs
- \$40 for brand name non-preferred or non-formulary drugs
- Twice the above co-payments for a 90-day supply by mail order

OON, 80% after deductible

The prescription drug program shall be the same MP4 plan subject to Exclusive Specialty Program as for the PPO.

The Board shall contribute to an employee’s Health Savings Account up to \$1,000.00 annually for an individual and up to \$2,000.00 annually for an employee with family coverage. The Board’s contribution shall be paid 50% in the first payroll of the school year and 50% in the first payroll in January. An employee may contribute to the Health Savings Account an additional amount provided that total Board and employee contributions may not exceed the amount permitted by law. Each employee shall set up his/her own Health Savings Account and shall execute an authorization for direct deposit of Board contributions to said account.

2. Dental Insurance. Blue Cross Full-Service Dental Plan will be provided for the individual and family with the additional Basic Benefits Rider C Periodontics the additional Basic Benefits Rider A.

3. Premium Cost Sharing. Employees shall pay the following percentages of the premium cost for the medical and dental plans.

| Effective Date | Medical HDHP | Dental |
|-------------------|--------------|--------|
| September 1, 2024 | 21% | 21% |

The Board shall pay actively employed employees enrolled in the High Deductible Health Plan who are precluded from participating in an HSA, a cash equivalent in the same amount each year that it contributes into the accounts of employees who do qualify for an HSA.

The parties acknowledge that the Board’s contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for actively employed employees. The Board shall have no obligation to fund any portion of the HDHP

deductible for retirees or other individuals upon their separation from employment.

4. Insurance Waiver

Notwithstanding the above, effective with the execution of this agreement, the employee may voluntarily elect to waive in writing all health insurance coverage outlined above and, in lieu thereof, shall receive an annual payment of three thousand dollars (\$3,000) for family or member plus one election of fifteen hundred (\$1,500) for individual coverage. Payment shall be made at the conclusion of the fiscal year during which insurance was waived and is subject to applicable tax laws.

Employees who have a change in coverage status such as death of the spouse, divorce, or the loss of coverage through the spouse (not by selection), may return to all Board provided health insurance coverage at any time throughout the year as long as written evidence is provided to the Superintendent which substantiates one of these special conditions.

Restoration of insurance coverage shall be reinstated as soon as possible, subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Appropriate financial adjustments shall be made on a pro-rated basis between the teacher and the Board for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Business Manager no later than April 1 to be effective in the following contract year.

Waiver of coverage procedures must be acceptable to all applicable insurance carriers.

Waiver of premium does not apply to Board provided life insurance.

5. Group Life Insurance of three hundred thousand dollars (\$300,000).

Section XIII: Travel Expenses

The Board agrees to pay a travel stipend of \$4,950.00 annually to the Employee.

Section XIV: Retirement

The Employee is eligible for participation in the Town Retirement Plan, subject to the provisions of that plan.

Section XV: Evaluation

The Employee will be evaluated annually, in writing, by the superintendent and/or the superintendent's designee.

XVI: Annuity Plan Section

The Employee shall be eligible to participate in a "tax sheltered" annuity plan established pursuant to U. S. Public Law #87-370. The Director will make application from the school district's list of participating annuity

plans and comply with the requirements established.

Section XVII: Course Reimbursement

The Board of Education agrees to reimburse the Employee for up to two (2) courses annually. The Director must seek prior approval from the Superintendent of Schools before enrolling in a course. In every instance, the Superintendent of Schools shall make the determination as to whether or not the course is deemed appropriate.

The Director is limited to reimbursement for two three (3) credit courses not to exceed the tuition rate at the state university.

SIGNED:

Superintendent
Montville Public Schools

Employee

Date

Date