

PLYMOUTH PUBLIC SCHOOL
BUSINESS MANAGER AGREEMENT

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 the Business Manager, and that Matthew Tencza hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

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 of Agreement

A. The term of this Agreement shall be July 1, 2022 through June 30, 2025.

B. Anything in this section to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Business Manager's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

3. Work Year

The work year for the Business Manager shall be twelve months. 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. Base Salary

The annualized base salary amounts set forth in this Agreement shall be prorated for any partial year of service as Business Manager.

A. Effective July 1, 2022, Matthew Tencza's base annual salary shall be as follows:

- 1) A cash component of One Hundred Thirty-Five Thousand Dollars (\$135,000) per year; and
- 2) An additional sum of equal to eight percent (8%) of the cash component set forth in Section 4.A(1) above, over and above that cash component, as to which amount the Business Manager will arrange to have an elective deferral deducted from the Business Manager's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Business Manager chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended.

Matthew Tencza's base annual salary, as set forth in Sections 4.A(1) and 4.A(2) above, shall be payable in equal installments throughout the contract year, minus applicable withholdings, in accordance with the procedures governing payment of certified staff members employed by the Board.

B. Effective July 1, 2023, Matthew Tencza's base annual salary shall be as follows:

1) A cash component of One Hundred Thirty-Eight Thousand Three Hundred Seventy-Five Dollars (\$138,375) per year; and 2) An additional sum of equal to nine percent (9%) of the cash component set forth in Section 4.B(1) above, over and above that cash component, as to which amount the Business Manager will arrange to have an elective deferral deducted from the Business Manager's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Business Manager chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended. Matthew Tencza's base annual salary, as set forth in Sections 4.B(1) and 4.B(2) above, shall be payable in equal installments throughout the contract year, minus applicable withholdings, in accordance with the procedures governing payment of certified staff members employed by the Board.

C. Effective July 1, 2024, Matthew Tencza's base annual salary shall be as follows:

1) A cash component of One Hundred Forty-One Thousand Eight Hundred Thirty-Five Dollars (\$141,835) per year; and 2) An additional sum of equal to ten percent (10%) of the cash component set forth in Section 4.C(1) above, over and above that cash component, as to which amount the Business Manager's will arrange to have an elective deferral deducted from the Business Manager's salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company the Business Manager chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees in accordance with IRC Section 403(b), as amended. Matthew Tencza's base annual salary, as set forth in Sections 4.C(1) and 4.C(2) above, shall be payable in equal installments throughout the contract year, minus applicable withholdings, in accordance with the procedures governing payment of certified staff members employed by the Board.

5. Benefits

A. Proration of Benefits: Except as otherwise expressly provided in this Agreement, all vacation, leave time and other benefits shall be prorated for any partial years of service as Business Manager. There shall be no compensation for unused vacation or leave time except as otherwise expressly provided in this Agreement.

B. Sick Leave: The Board shall provide the Business Manager with twenty (20) sick days per fiscal year for personal illness of the Business Manager. Such sick days shall be credited to the Business Manager at the beginning of each contract year. Sick days shall be cumulative to a maximum of two hundred twenty (220) days. The Business Manager shall be entitled to payment for his accrued, unused sick leave upon retirement or resignation from employment with the Board, subject to the provisions of this paragraph. The per diem rate shall be paid for

each accrued, unused sick day, subject to a maximum of 110 days. In order to be eligible for the payment set forth in this section, the Business Manager must provide at least ninety (90) days' prior written notice of resignation/ retirement to the Board. The per diem rate shall be calculated at 1/260th of base annual salary.

C. Vacation: The Board shall provide the Business Manager with thirty (30) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Business Manager at the beginning of each contract year. Vacation days shall be taken during the contract year that they are earned, except that the Business Manager may carry over five (5) days of vacation from one contract year to the next contract year. The Business Manager shall be compensated at his per diem salary rate for up to ten (10) days of unused vacation annually. The Business Manager shall forfeit any other unused vacation days not carried over and not paid for in accordance with this contract section. The per diem rate shall be calculated at 1/260th of base annual salary. Upon Retirement or resignation, the Business Manager shall be paid for any unused vacation days at the prevailing per diem rate.

D. Personal Days: The Business Manager shall be entitled to up to five (5) days for personal leave to conduct personal business that cannot be conducted at any other time. Such days may be used in half-day or full-day increments.

E. Bereavement Days: The Business Manager shall be entitled to receive up to five (5) days for bereavement in the event of the death of a spouse, child, legal guardian, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, foster child, foster parent, step parent, or step child. The Business Manager shall be entitled to receive up to five (2) days for bereavement in the event of the death of a sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or any other person domiciled in the employee's household at the time of said death. Additional bereavement days may be granted at the discretion of the Superintendent.

F. Holidays: The Business Manager shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and 1 Floating Holiday.

G. Health and Dental Insurance Benefits: The Business Manager shall have the right to enroll himself, his spouse and his eligible dependents in the health and dental insurance plans provided to certified administrators employed by the Board. The Business Manager shall pay, through payroll deduction, the following percentage of the premiums for such insurance coverage:

Effective July 1, 2022: 20%

Effective July 1, 2023: 20%

Effective July 1, 2024: 20%

Upon retirement from the Plymouth BOE, the Business Manager shall have the option of purchasing health insurance benefits as available, at the group rate, until the age 65. The Board will contribute 12.5% for each year of service (capped at 100%) toward the annual cost of health/dental/vision benefits for the Business Manager and his spouse until age 65. Upon turning 65, the Business Manager and his spouse shall transition to Medicare, and the Board will provide a comprehensive Medicare Supplemental Policy which covers all

medical/dental/vision benefits for the Business Manager and spouse for life. In the event of changes to the Medicare program, the Board will provide a comparable package to the Business Manager and spouse for life. In order to be eligible for such payment, the Business Manager must retire from the Plymouth Public Schools or the Board does not vote for a new agreement to take effect after the expiration of the existing first year of the contract.

H. Life Insurance: The Board shall provide group term life insurance for the Business Manager in the amount of two and one-half times the Business Manager's annual salary.

I. Insurance Benefits/General Provisions: Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage at any time during the term of this Agreement.

J. Automobile Reimbursement: The Board shall reimburse the Business Manager for use of his automobile on school district business (excluding commuting to and from work) at the IRS mileage reimbursement rate.

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 the 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 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

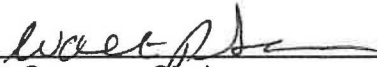
A. At all times during the term of this Agreement, the Business Manager shall possess and maintain Connecticut State Department of Education certification as a School Business Official (085 Certification).

B. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective as 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.

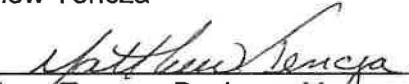
D. This agreement shall be construed under the laws of the State of Connecticut.

Plymouth Board of Education

By: 
Walter Seaman, Chairman
Plymouth Board of Education

6/27/2022
Date

Matthew Tencza

By: 
Matthew Tencza, Business Manager
Plymouth Public Schools

6/27/2022
Date