

BOARD OF EDUCATION
Bristol, Connecticut

CONTRACT FOR DIRECTOR OF SPECIAL SERVICES
Continuing Contract

AGREEMENT

It is hereby agreed by and between the Bristol Board of Education (hereinafter called the "Board") and Michael Dieter (herein after called the "Director SP. SRVS") that said Board has and does employ the said Michael Dieter as Director of Special Services in Bristol, Connecticut and that said Michael Dieter accepts employment as Director of Special Services in Bristol, Connecticut and that both the Board and Director SP. SRVS agree upon the following terms and conditions of employment.

1.0 TERM:

The term of said employment is from July 14th, 2016 through June 30th, 2019. Prior to June 1, 2019, the Board shall vote to consider a new agreement, the terms of which are to be determined. *(Please note this is a three Year Contract)*

2.0 SALARY

The annual salary of the Director SP. SRVS shall consist of the sum of (a) plus (b) below:

(a)	July 14 th , 2016 to June 30, 2017, 1.75%	\$157,000
	July 1, 2017 to June 30, 2018, 1.75%	\$159,748
	July 1, 2018 to June 30, 2019, 1.75%	\$162,543

(b) The annual sum of Five Thousand Five Hundred Dollars (\$5,500), payable in periodic installments over each full or partial contract year. The Director SP. SRVS will arrange to have an elective deferral contributed, on a pre-tax basis, from his salary pursuant to a legally binding salary reduction agreement, toward the purchase of a tax-sheltered annuity contract from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with section 403(b) (12) (A) (ii) of the Internal Revenue Code, as amended.

(c) The Director SP. SRVS may elect each year to reduce his cash compensation as specified in (a) above by an amount, which after taking into account the salary reduction contributions specified in (b) above, shall not in the aggregate exceed the applicable dollar limits set forth in Sections 402(g) and 457 and Section 414(v) of the Internal Revenue Code, pursuant to legally binding salary reduction agreements, with the designated 402(g) amount then being contributed to a tax-sheltered annuity contract under the 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended, and the designated 457 amount then being contributed as an annual deferral on behalf of the Director SP. SRVS to the eligible plan under Section 457 of the Internal Revenue Code, as amended, referenced under Section 3.9 of this Agreement.

- (d) For purposes of reporting the Director SP. SRVS's salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the annual salary of the Director SP. SRVS as specified in (a) and (b) above, without regard to any salary reduction elected pursuant to this section (c) or any other section of this contract.

3.0 FRINGE BENEFITS:

- 3.1 Medical coverage is provided as an in-network and out of network co-insurance plan (20% premium cost share). The employee is required to meet a deductible and then pay a 10% co-insurance up to an out of pocket maximum, after which the plan pays at 100%. The Board medical plan is a non-standard plan that provides a higher level of coverage. *(Please refer to your Summary of Benefits document.)* Vision is covered under preventative care. Prescription coverage is provided as a three-tier co-pay prescription plan. *(Please refer to your Summary of Benefits document.)* The Board shall provide medical/vision/prescription coverage to the Director of Special Services, his spouse and children up to the age 26.
- 3.2 Dental coverage is provided as a co-insurance benefit plan and includes Riders A, B, C, & D. The plan pays @ 80% of basic benefits. The Board shall provide dental coverage to the Director of Special Services, his spouse and children up to the age 25.
- 3.4 In the event of death of the Director SP. SRVS during a given fiscal year, the Board shall continue appropriate fringe benefit payments for the month in which the death occurs and two succeeding months. Thereafter, his spouse and/or dependent children may continue the medical insurance listed in 3.1 and 3.2 above at group rates, carrier permitting, at their own expense, until the date on which the deceased Director SP. SRVS would have reached age 65.
- 3.5 The Director SP. SRVS will receive term life insurance, such coverage to be paid by the Board as follows: \$150,000.
- 3.6 The Board shall provide disability income insurance for the employee up to 60% of salary to a maximum of \$7500 per month, said payments to continue to age 65. The disability coverage shall contain a two-year "own occupation" provision and have a 90 day elimination period. Eligibility for coverage shall be determined by the carrier.

The group rates assume full social security offset.

After the 90 day elimination period, the Board shall pay the balance of the employee's salary to the extent of accumulated sick days if any. Any sick days used will be counted as full sick days.

- 3.7 Sick Leave: The Director SP. SRVS shall be entitled to 20 sick days annually, which shall be cumulative to a maximum of 240 days.
- 3.8 Workers' Compensation - Whenever the Director SP. SRVS is absent from school as a result of an injury caused by an accident or an assault arising out of and in the course of his employment, which injury is compensable under the Connecticut Workers' Compensation laws, he shall be paid the difference between his full salary and the amount of any Workers' Compensation award for the period of such absence.

Such period shall not exceed the compensable period for Workers' Compensation or one calendar year from the date of injury, whichever is the shorter period of time. No part of such absence shall be charged to his annual or accumulated sick leave. For absences for this reason beyond such period, the Director SP. SRVS shall be entitled to use any remaining sick leave allowance. Any sick days used will be counted as full sick days. The Board shall support the Director

SP. SRVS's claims under the Workers' Compensation laws in cases of injury on school premises or in any activity sponsored by or specifically approved by the Board or administration.

In contested cases, the Director SP. SRVS will receive full pay to the extent of accumulated sick leave pending a final determination of the case, and if he is eventually determined to be eligible for Workers' Compensation benefits, his sick leave account will be restored accordingly, upon assignment to the Board of any payment for retroactive benefits.

Work related injuries and illnesses will be handled through the City's Medical network for Worker's Compensation.

- 3.9 As referenced in Section 2.0(c) above, the Director SP. SRVS shall be eligible to participate in a plan that satisfies the requirements of Section 457 of the Internal Revenue Code, as amended, to which annual deferrals may be made to his account or annuity contract in the plan.

4.0 VACATION DAYS:

- 4.1 The Director SP. SRVS shall receive 22 vacation days annually, exclusive of legal holidays.
- 4.2 For purposes of 4.1, holidays shall be defined as New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, the day before Christmas and Christmas Day plus one floating holiday. When a holiday falls on a weekend an additional floating holiday will be added for that year.

5.0 CONFERENCE EXPENSES:

The board agrees to reimburse the Director SP. SRVS, upon submission of appropriate documentation, for conference expenses incurred in the performance of his duties under this Agreement, and approved by the Superintendent, and agrees that a reasonable reimbursement amount for such expenses is up to \$2500 per year.

7.0 TERMINATION:

7.1 This contract may be terminated by mutual consent at any time.

7.2 The Director SP. SRVS may resign for good reason by submitting written notice at least 90 calendar days (or a lesser number of days by mutual agreement by both parties) prior to the effective date thereof.

7.3 Discharge for Cause.

7.3.1 The Board may at any time suspend and/or discharge the Director SP. SRVS for the following reasons: 1) inefficiency or incompetence, 2) insubordination against reasonable requirements of the Board, 3) moral misconduct, 4) disability, as shown by competent medical evidence, or 5) other due and sufficient cause.

7.3.2 Prior to termination of contract notice of discharge for cause shall be given in writing and the Director SP. SRVS shall be entitled to appear before the Board to discuss such causes. If the Director SP. SRVS chooses to be accompanied by legal counsel at the hearing, he will assume the cost of his legal expenses and shall have the opportunity to call witnesses on his behalf and to cross-examine others testifying. The Board shall have the right to suspend the performance of his duties as Director SP. SRVS pending any such hearing and the Board's decision. During such suspension, he shall continue to receive his full salary and other fringe benefits.

7.3.3 The Director SP. SRVS shall be provided a written decision and supporting rationale within ten (10) days after the hearing is concluded.

8.0 PROTECTION AND INDEMNIFICATION:

The Board agrees, as a further condition of this employment contract, that in accordance with and subject to the limitations of Section 10-235 of the Connecticut General Statutes, it shall defend, hold harmless, and indemnify the Director SP. SRVS from any and all demands, claims, suits, actions, and legal proceedings brought against the Director SP. SRVS in his individual capacity, or in his official capacity as agent and employee of the Board, provided the event or condition on which the claim is based arose within the scope of his employment, and provided further that should a court of competent jurisdiction determine that the Director SP. SRVS acted willfully, recklessly, maliciously or

wantonly, then the Director SP. SRVS shall be required to reimburse the Board for any expenditure made in his defense under these provisions.

THIS CONTRACT 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 signing, it supersedes all prior agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract this 18th day of July 2016
SIGNED.



Michael Dieter, Director SP. SRVS

Street Address

City

State

Zip Code

BOARD OF EDUCATION OF BRISTOL

By 

(Board Chairman Signature)