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BOARD OF EDUCATION

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Bristol, Connecticut

TOWN AND CITY CLERK
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CONTINUING CONTRACT FOR DIRECTOR OF PUPIL PERSONNEL SERVICES

AGREEMENT

It is hereby agreed by and between the Bristol Board of Education (hereinafter called the "Board") and Amy Martino (hereinafter called the "Director of Pupil Personnel Services") that said Board has and does employ the said Amy Martino as the Director of Pupil Personnel Services in Bristol, Connecticut and that said Amy Martino accepts employment as Director of Pupil Personnel Services in Bristol, Connecticut and that both the Board and Director of Pupil Personnel Services agree upon the following terms and conditions of employment.

1.0 TERM:

The term of said employment is from July 1, 2024, to June 30th, 2027.

2.0 SALARY:

The annual salary of the Director of Pupil Personnel Services for the 2024-25 school year shall be one hundred sixty-four thousand, sixty-nine dollars (\$164,069.00). The annual salary of the Director of Pupil Personnel Services for the 2025-26 school year shall be one hundred sixty-eight thousand, nine hundred seventy-five dollars (\$168,975.00). The annual salary of the Director of Pupil Personnel Services for the 2026-27 school year shall be one hundred seventy-four thousand, seventy-seven dollars (\$174,027.00). The salary of the Director of Pupil Personnel Services shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

3.0 FRINGE BENEFITS:

3.1 The Director of Pupil Personnel Services shall have the right to enroll herself, her spouse and eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board at a premium cost share of 22%, and in the dental insurance plan provided to certified administrators employed by the Board. The Board shall fund the applicable HSA deductible amount for the Director of Pupil Personnel Services, in the same manner as applicable to certified administrators employed by the Board

3.2 Upon retirement, the Director of Pupil Personnel Services may continue the medical insurance listed above at group rates, carrier permitting, at the same employee premium contribution percentage as a majority of school district administrators, until the date on which the Director of Pupil Personnel Services reaches age 65. In order to be eligible for this benefit, the Director of Pupil Personnel Services must actually retire from public education under the provisions of the Connecticut Teachers' Retirement System. If she simply

terminates her employment with the Bristol Board of Education and does not actually retire, she is not eligible for this benefit.

- 3.3 In the event of death of the Director of Pupil Personnel Services 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, her 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 of Pupil Personnel Services would have reached age 65.
- 3.4 The Director of Pupil Personnel Services will receive term life insurance, such coverage to be paid by the Board as follows: \$150,000.
- 3.5 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.

- 3.6 Sick Leave: The Director of Pupil Personnel Services shall be entitled to 20 sick days annually, which shall be cumulative to a maximum of 240 days.
- 3.7 Workers' Compensation:- Whenever the Director of Pupil Personnel Services 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 her employment, which injury is compensable under the Connecticut Workers' Compensation laws, she shall be paid the difference between her 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 her annual or accumulated sick leave. For absences for reasons beyond such period, the Director of Pupil Personnel Services 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 of Pupil Personnel Services 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 of Pupil Personnel Services will receive full pay to the extent of accumulated sick leave pending a final determination of the case, and if she is eventually determined to be eligible for Workers' Compensation

benefits, her 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.

- 3.8 The Director of Pupil Personnel Services 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 her account or annuity contract in the plan. The Director can select 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.

4.0 VACATION DAYS:

- 4.1 The Director of Pupil Personnel Services 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, Juneteenth 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 and all holidays applicable to certified administrators. When a holiday falls on a weekend an additional floating holiday will be added for that year.
- 4.3 The Director of Pupil Personnel Services may request payment for up to five (5) unused vacation days at the end of each fiscal year. Requests for payment of unused vacation days must be submitted by June 30 of each year.

5.0 TUITION REIMBURSEMENT:

The Board agrees to reimburse the Director of Pupil Personnel Services, upon submission of appropriate documentation, for 50% of the total tuition cost per course under the following provisions:

- A. Such expenses as registration fees, mileage, texts, et cetera are not included.
- B. Such reimbursement shall be limited to a maximum reimbursement for six (6) courses per contractual year.
- C. Requests for reimbursement shall be made in writing prior to July 1, accompanied by official transcripts of courses completed.

6.0 TERMINATION:

- 6.1 The contract may be terminated by mutual consent at any time.
- 6.2 The Director of Pupil Personnel Services 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.
- 6.3 Discharge for Cause.
 - 6.3.1 The Board may at any time suspend and/or discharge the Director of Pupil Personnel Services 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.
 - 6.3.2 Prior to termination of contract notice of discharge for cause shall be given in writing and the Director of Pupil Personnel Services shall be entitled to appear before the Board to discuss such causes. If the Director of Pupil Personnel Services chooses to be accompanied by legal counsel at the hearing, she will assume the cost of her legal expenses and shall have the opportunity to call witnesses on her behalf and to cross-examine others testifying. The Board shall have the right to suspend the performance of her duties as Director of Pupil Personnel Services pending any such hearing and the Board's decision. During such suspension, she shall continue to receive her full salary and other fringe benefits.
 - 6.3.3 The Director of Pupil Personnel Services shall be provided a written decision and supporting rationale within ten (10) days after the hearing is concluded.

7.0 PROTECTION AND INDEMNIFICATION:

The Board agrees, as a further condition of the 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 of Pupil Personnel Services from any and all demands, claims, suits, actions, and legal proceedings brought against the Director of Pupil Personnel Services in her individual capacity, or in her 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 her employment, and provided further that should a court of competent jurisdiction determine that the Director of Pupil Personnel Services acted willfully, recklessly, maliciously or wantonly, then the Director of Pupil Personnel Services shall be required to reimburse the Board for any expenditure made in her 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 the contract the 25 day of July 2024.

SIGNED:

BOARD OF EDUCATION OF BRISTOL

Amy M. Martino
Director of Pupil Personnel Services

Shelby K. Pons
Its Chairperson