

BERLIN BOARD OF EDUCATION

Berlin, Connecticut

AGREEMENT DIRECTOR OF PUPIL PERSONNEL SERVICES

This Agreement is made and entered into this 18th day of July, 2011, and amended on June 25, 2012, June 24, 2013, June 23, 2014, June 8, 2015, June 13, 2016, May 22, 2017 and June 11, 2018, by and between the Consolidated School District of the Town of Berlin, acting herein by its Board of Education, duly authorized, hereinafter referred to as the "District" and Linda Holian, hereinafter referred to as "Director of Pupil Personnel Services."

WHEREAS, the District hereby agrees to employ Linda Holian, and Linda Holian agrees to serve as Director of Pupil Personnel Services for the period beginning July 1, 2018 and ending June 30, 2019, and

WHEREAS, the parties to this Agreement wish to set forth the terms and conditions of such employment,

NOW THEREFORE, the parties agree as follows:

1. The District agrees to pay the Director of Pupil Personnel Services and the Director of Pupil Personnel Services agrees to accept an annual salary as follows:

A. For the period from July 1, 2018 through June 30, 2019, a salary based on an annual payment of one hundred fifty-eight thousand seven hundred twenty one dollars and fifty cents (\$158,721.50). The salary shall be pro-rated for any partial year of service as Director of Pupil Personnel Services. This salary is to be paid in equal payments at the end of every second week, and is subject to the required deductions for United States withholding tax and other agreed-to deductions.

B. An additional sum of Four Thousand One Hundred Dollars (\$4,100), over and above the cash component set forth in Section 1A, as to which amount the Director of Pupil Personnel Services will arrange to have an elective deferral deducted from her 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 of her choice.

The total base annual salary compensation, noted in Section 1A and 1B above, shall be subject to the State Teachers' Retirement Board contribution. Prior to July 1 of each year of this Agreement, the Board and the Director of Pupil Personnel Services shall determine the base annual salary for the following contract year.

2. The Director of Pupil Personnel Services shall work a twelve-month year. She shall be allowed twenty-nine (29) vacation days without deduction in salary, which the Director of Pupil Personnel Services agrees to take at a time or times approved by the Superintendent of Schools. The number of vacation days shall be pro-rated for any partial year of service as Director of Pupil Personnel Services. Under ordinary circumstances vacation shall be taken during the summer vacation period. If the Director of Pupil Personnel Services desires to schedule her vacation during student vacation periods other than summer vacation, she shall consult with and seek the approval of the Superintendent. With the approval of the Superintendent, the Director of Pupil Personnel Services may carry a maximum of five (5) unused vacation days into the following year. Any unused vacation days carried over in this manner must be used in the year following the one in which they were earned. The Director of Pupil Personnel Services shall be compensated at her per diem rate for up to five (5) days of unused vacation in excess of the five days permitted to be carried over.

In the event of the death of the Director of Pupil Personnel Services, any earned but unused vacation will be paid to the Director of Pupil Personnel Services' estate. In the event that the Director of Pupil Personnel Services resigns or retires from employment with the District during or at the end of the term of this Agreement, the Director of Pupil Personnel Services shall be entitled to be paid for unused vacation credited during the fiscal year in which the Director of Pupil Personnel Services retires or resigns on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Director of Pupil Personnel Services' resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Director of Pupil Personnel Services must provide the District with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement. Any vacation days to be paid to the Director of Pupil Personnel Services in accordance with this section shall be paid at the Director of Pupil Personnel Services' per diem rate.

3. Fringe benefits are set forth in Appendix A which is attached hereto and made a part of this Agreement.

4. The Director of Pupil Personnel Services shall receive travel reimbursement for the use of her automobile on district business in the amount of \$400, paid on a monthly basis in each month during which the Director of Pupil Personnel Services is employed, subject to all applicable tax withholding and reporting obligations.

5. The Director of Pupil Personnel Services hereby agrees that for the aforesaid period, she will well and faithfully and to the best of her knowledge, ability, and skill, serve the District as Director of Pupil Personnel Services as the District may require of her.

6. The District may terminate this contract of employment prior to said date for one or more of the following reasons: inefficiency or incompetence; (2) insubordination against reasonable rules of the Board of Education; (3) moral misconduct; (4) disability as shown by competent medical evidence; (5) other due and sufficient cause. If the Director of Pupil Personnel Services is terminated on account of disability as shown by competent medical evidence, the District shall pay the accumulated sick leave, vacation time and insurance benefits provided in this contract. In the event the District seeks to terminate the contract for one of the above reasons, it shall serve on the Director of Pupil Personnel Services written notice that termination of her contract is under consideration. Such notice shall be accompanied by written statements of reason. Within fifteen (15) days after receipt from the District of written notice that contract termination is under consideration, the Director of Pupil Personnel Services may file with the District a written request for a hearing before the District which shall be held within twenty (20) days after receipt of such request. The District shall render its decision within fifteen (15) days of such hearing and shall send a copy of this decision to the Director of Pupil Personnel Services, setting forth the reasons and evidence for such decision. Such hearing may be in executive or public session, at the option of the Director of Pupil Personnel Services. The Director of Pupil Personnel Services shall have the right to her own counsel, at her own expense. Any time limits established herein may be waived by mutual agreement of the parties in writing.

7. The Director of Pupil Personnel Services shall receive fourteen (14) paid holidays. They shall consist of:

Independence Day	New Year's Eve
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Day after Christmas	Floating Holiday

8. The Director of Pupil Personnel Services shall receive eighteen (18) sick days per fiscal year for personal illness. Such sick days shall be credited to the Director of Pupil Personnel Services at the beginning of each contract year. The number of sick days shall be pro-rated for any partial years of service. Unused sick leave shall be accumulated year to year, so long as the Director of Pupil Personnel Services remains continuously in the service of the District, and as authorized by the District, but such accumulation of sick leave shall be unlimited.

In the event of absence due to illness or physical disability of the Director of Pupil Personnel Services beyond the granted sick leave allotment, the District shall make the requisite payments to maintain in full force said Director of Pupil Personnel Services' health insurance coverage for a period not to exceed twelve (12) months, to the extent permitted by insurance carriers. Nothing herein shall be construed as additional leave.

If the Director of Pupil Personnel Services exhausts her accumulated sick leave, she may ask the Superintendent to recommend an extension of sick leave. The District, in its discretion, may approve such extension of sick leave based upon the Superintendent's recommendation.

9. The Director of Pupil Personnel Services shall be entitled annually to days for personal leave with adequate notice to, and at the discretion of the Superintendent of Schools.

10. Sabbatical leave of absence may be granted to the Director of Pupil Personnel Services. The granting of such leave is subject to the approval of the District upon the recommendation of the Superintendent, when in their considered judgment the professional competence of the staff member and the general welfare of the public school system will be benefited.

11. The Superintendent, in consultation with the District's medical advisor, may approve the Director of Pupil Personnel Services' absence due to childhood communicable disease which has been determined to result from contact made in school. Any such approved absences will not be charged against the Director of Pupil Personnel Services' sick leave.

12. The District, in its discretion and on such terms and conditions as it may impose, may grant an unpaid leave of absence for purposes of childrearing of up to one year based upon the recommendation of the Superintendent. In the absence of extenuating circumstances, such leave must be requested in writing no less than sixty days prior to the beginning date for the leave requested, and shall end at the beginning of the school year in the following fall. If the District approves a childrearing leave for the Director of Pupil Personnel Services, she shall not lose any accrued seniority or benefits, or eligibility to return to her original or equivalent position, by reason of such leave.

13. The District agrees to reimburse the tuition costs if the Director of Pupil Personnel Services satisfactorily completes any college course which is applicable to the job being performed by her. As a condition precedent to the reimbursement of any such tuition costs, the Director of Pupil Personnel Services shall apply for reimbursement with the Superintendent prior to enrollment in the course. The Superintendent's decision whether such tuition is reimbursable shall be based on the value to the District of the requested course. Upon producing a transcript showing proof of satisfactory completion of the course, reimbursement shall be made by the District to the Director of Pupil Personnel Services.

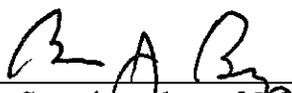
14. This Agreement is governed by the laws of the State of Connecticut.

15. This contract contains the full and complete agreement of the parties.

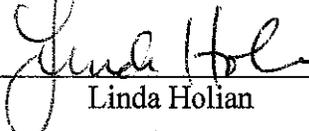
IN WITNESS WHEREOF, the Consolidated School District of the Town of Berlin, Connecticut, has caused this Agreement to be signed by its proper officers hereunto duly authorized, at a meeting of the Board held on the 11th day of June, 2018 and the Director of Pupil Personnel Services has hereunto set her hand and seal on the day and year written below.

CONSOLIDATED SCHOOL DISTRICT OF THE
TOWN OF BERLIN, CONNECTICUT

ITS BOARD OF EDUCATION

By: 
Superintendent of Schools

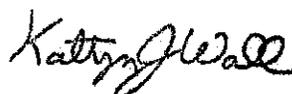
DIRECTOR OF PUPIL PERSONNEL SERVICES

By: 
Linda Holian

Dated: 7/11/18

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BERLIN TOWN CLERK

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BERLIN, CT.

APPENDIX A

FRINGE BENEFITS

The District shall provide the Director of Pupil Personnel Services with a high deductible H.S.A. Plan for health insurance coverage and the Director of Pupil Personnel Services shall pay 19% of the premiums for the plan.

The Board will fund 50% of the applicable H.S.A. deductible amount and the Board's contribution toward the H.S.A. Plan deductible will be deposited into the H.S.A. account in July.

The District shall also provide the Director of Pupil Personnel Services with dental coverage. The Director of Pupil Personnel Services shall pay 21.0% of the premiums for the dental plan.

The District shall also provide the Director of Pupil Personnel Services with \$200,000 group term life insurance with double indemnity for travel on District business. The amount of life insurance shall increase to \$250,000 upon completion of five years of service. The increase shall become effective on January 1 or July 1 following the completion of five years of service (whichever occurs first).

The Board shall also provide the Director of Pupil Personnel Services with long-term disability insurance with a 180-day elimination period, providing sixty percent (60%) of income, up to a maximum benefit of \$6,000 per month.

The District shall have the right to change carriers/plans for any of the types of insurance described in this Appendix, provided that the overall level of benefits, when considered as a whole, remains substantially comparable.

The Board shall also make available a Section 125 Flexible Spending Account for Medical Care Reimbursement (subject to a \$2,500 per year maximum) and for Dependent Care (subject to IRS limits). There shall be no charge associated with administrative costs.