

BETHANY BOARD OF EDUCATION
EMPLOYMENT AGREEMENT FOR UNAFFILIATED ADMINISTRATOR
JULY 1, 2018 to JUNE 30, 2019

It is hereby agreed by and between the Board of Education of the Town of Bethany (hereinafter called the "Board") and **Kai Byrd** (hereinafter called the "Director") that the said Board has and does hereby employ the said Kai Byrd, as Director of Special Services, Curriculum, and Instruction and that Kai Byrd hereby accepts employment as Director of Special Services, Curriculum, and Instruction upon the terms and conditions hereinafter set forth.

1. CERTIFICATION

As a condition of this Agreement taking full force and effect, the Director shall hold and present to the Superintendent a valid certificate issued by the State of Connecticut enabling her to serve as the Director of Special Education, Curriculum, and Instruction. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Director not otherwise hold valid certification to serve as Director of Special Education, Curriculum, and Instruction, this Agreement shall terminate immediately by its terms.

2. DUTIES

The Director of Special Education, Curriculum, and Instruction of the Bethany Community School in the Bethany Public School District responsibilities will be determined by the Superintendent of Schools and may, from time to time, be modified in accordance with state law, Board policy, and established employment practices.

3. TERM

The term of said employment is from **July 1, 2018 to June 30, 2019**.

4. SALARY

- A. The annual base salary schedule of the Director, approved by Board of Education vote on February 14, 2018 shall be the sum of \$145,251 paid on a bi-weekly basis for twelve (12) months in accordance with the established pay dates for the School District.
- B. The Board shall make a non-elective Board contribution of \$1,500 annually on a pre-tax basis to a 403(b) custodial account satisfying the requirement under Section 403(b)(12)(A)(ii) of the Internal Revenue Code. The Director shall choose from the Board's list of approved tax-sheltered annuity companies and 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally, and the contributions made shall count toward the IRS limit for a non-elective tax-sheltered annuity or non-elective 403(b) contribution as set forth in Section 414(c)(1) of the Internal Revenue Code in effect for the applicable period.
- C. The Director shall be eligible to participate in an elective 403(b) custodial account. The Director shall choose from the Board's list of approved tax-sheltered annuity companies and 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally.

- D. If the Director commences or ends employment as the Director during the course of a contract year, the Director's salary shall be prorated based on the number of days worked during that contract year.

5. SICK LEAVE

- A. The Director shall be entitled to fifteen (15) days sick leave with full pay for each school year.
- B. Unused sick leave shall be accumulated from year to year, as long as the Director remains continuously in the service of the Board, up to one hundred eighty-eight (188) days.
- C. All accumulated sick leave shall cease to exist on the day of termination of this Agreement.
- D. In the case of prolonged illness beyond five (5) consecutive days, the Director may be asked to furnish a medical certificate stating the nature of the illness.
- E. Up to five (5) days per year of accumulated sick leave may be used for the care of an ill parent, child, spouse or member of the Director's household.

6. BEREAVEMENT

Up to five (5) non-cumulative bereavement days per year shall be granted due to a death in the Director's immediate family (defined as spouse, parent, sibling, child, grandparent, grandchild, parent-in-law, sibling-in-law, daughter/son-in-law, step or foster child).

7. PERSONAL DAYS

- A. The Director shall be entitled to four (4) non-cumulative personal absence days with each school year to be used at her discretion for personal business that cannot be conducted outside of school hours. These personal days shall be in addition to any sick leave accumulated.
- B. A personal day must be requested at least forty-eight (48) hours before taking such leave except in the case of emergencies.
- C. Personal days shall not be granted prior to or immediately following holidays or vacations unless requested in writing and approved by the Superintendent.

8. JURY DUTY

The Director who is called for jury duty shall receive the necessary leave to fulfill this legal obligation. This leave shall not be deducted from sick leave, personal days or vacation time. The Director shall receive a rate of pay equal to the difference between her professional salary and jury fee. The Director called for such jury duty shall cooperate fully with the Superintendent in an attempt to cancel or postpone such jury duty, if necessary.

9. EXTENDED LEAVES OF ABSENCE

Leaves not covered in Sections 6 through 9 may be granted at the discretion of the Board only upon recommendation of the Superintendent.

10. VACATION DAYS

- A. The Board of Education shall provide the Director with twenty (20) vacation days annually, with such days to be taken during the year in which they are earned. The Director will not be compensated for unused days off.
- B. Under ordinary circumstances, days off shall be taken during student vacation periods. If the Director desires to schedule her day off at times other than student vacation periods, she shall consult with and seek the approval of the Superintendent.
- C. All scheduling of days off shall be granted at the discretion of the Superintendent.

11. HOLIDAYS

The Director shall have the holidays on which the Board offices are closed.

12. HEALTH and DENTAL INSURANCE

The Director shall have access to the HDHP/HSA insurance plan.

The Board shall provide 78% of the cost of the health and dental insurance premium and any of their eligible dependents. The Director shall pay 22% of the health and dental insurance premium.

13. HEALTH SAVINGS ACCOUNT (HSA)

- A. The Board will contribute fifty percent (50%) of the applicable HSA deductible amount.
- B. The Board's contribution toward the HSA deductible will be deposited into the HSA account in two installments, the first installment shall be deposited on the first payroll date in September and the second installment shall be made in February of each school year. The Director acknowledges that the Board's contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for the Director upon her separation from employment.

14. LIFE and ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

The Board shall provide the Director with \$100,000 of term life insurance during the term of this Agreement.

15. INSURANCE "BUYOUT" OPTION

- A. If the Director is eligible for Family or Employee + One coverage and is covered by a group health insurance plan through a spouse or an alternate insurance plan, she may elect to accept an annual "insurance buyout" of \$2,000 (prorated if employed for less than a contract year).

- B. The availability of this benefit and the reinstatement of any insurance benefits are subject to the terms of the Board's insurance policies prevailing at the time the Director seeks payment in lieu of insurance or reinstatement and is contingent upon no additional cost being assessed against the Board above the normal group rate as a result of the Director's exercise of her options under this section. At no time shall the Board be deemed a self-insurer.
- C. "Buyout" payments will be made periodically during the school year on a schedule determined by the Superintendent or his/her designee and will not be considered as part of the base salary for the purpose of calculating an annuity benefit.

16. IRS SECTION 125 PLAN

The Board shall maintain a "Section 125" Salary Reduction Plan which shall be designed to permit exclusion from taxable income of the Director's share of health, dental and life insurance premiums. The Board makes no representations or guarantees as to the initial or continued viability of such a Salary Reduction Plan and shall continue to make this plan available if the costs are not administratively burdensome.

17. AUTHORIZED DEDUCTIONS

The Board of Education authorizes deductions from employee salary payments as requested, or as required by law. (For example withholding tax, social security, credit union, Medicare, annuities, etc.) It is the implicit responsibility of each employee to verify the accuracy of these deductions as they occur.

18. TERMINATION

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Director shall be entitled to terminate the Agreement voluntarily upon written notice to the Superintendent of sixty (60) days, except that the sixty (60) days' notice is not required if termination is part of an action to implement a new Agreement. Upon receipt of such notice of termination, the Superintendent may elect to terminate this Agreement sooner than sixty (60) days.
- C. The employment of the Director may be terminated in accordance with the provisions of Connecticut General Statutes Section 10-151.
- D. Nothing herein contained shall deprive the Superintendent of the power to suspend the Director from duty immediately when misconduct is alleged without prejudice to the rights of the Director as otherwise provided in this Agreement.

19. GENERAL PROVISIONS

- A. If any part of this Agreement is invalid, it shall not affect the remainder of said Agreement but said remainder shall be binding and effective against all parties.

- B. 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. Upon signing, it supersedes all prior Agreements between the parties.

BETHANY BOARD OF EDUCATION

DIRECTOR

Colleen M. Murray, Superintendent

Kai Byrd

Date Signed

Date Signed

February 9, 2018