# DIRECTOR OF PUPIL SERVICES/ASSISTANT TO THE PRINCIPAL EASTFORD SCHOOL DISTRICT

This employment agreement is entered into this 10th day of August, 2023, by and between the Eastford Board of Education, hereafter called the "Board" and Charles Kernan, hereafter called the "Director of Pupil Services/Assistant to the Principal".

In accordance with the provisions of this Agreement, the Board does hereby employ Charles Kernan as Director of Pupil Services/Assistant to the Principal for the Eastford School District, and Charles Kernan does hereby accept employment as Director of Pupil Services/Assistant to the Principal under the terms and conditions hereinafter set forth in this Agreement. The Board and the Director of Pupil Services/Assistant to the Principal, for the consideration herein specified, agree as follows:

## **CERTIFICATION**

The Director of Pupil Services/Assistant to the Principal shall obtain, maintain, and furnish to the Board evidence of, throughout the life of this contract, a valid and appropriate certificate, including but not limited to administrative certification, to act as Director of Pupil Services/Assistant to the Principal in accordance with the laws of the State of Connecticut.

## **DUTIES**

The Director of Pupil Services/Assistant to the Principal is a .3 FTE Administrative position. The Director of Pupil Services/Assistant to the Principal shall serve as the Director of Pupil Services/Assistant to the Principal of the Eastford School District and the Board. In harmony with the policies of the Board, State Laws, and State Board of Education regulations, and as directed by the Superintendent on behalf of the Board, consistent with any applicable job description, the Director of Pupil Services/Assistant to the Principal:

- Is responsible for programs for exceptional students in accordance with IDEA, from referral through implementation and all monitoring, reporting, and budgeting duties. Further, the Director interfaces with the school administration for multi- tiered systems of support and the 504 process.
- Assists with discipline of all students in accordance with district policies and procedures for school and transportation-related incidents.
- Assists with routine tasks and responsibilities such as budget planning, evaluations for support staff, newsletters, curriculum, and professional development.
- o Provides administrative coverage when the principal needs to be away from the building.

## **TERM**

This Agreement shall become effective on August 1, 2023 and shall remain in effect until terminated under the provisions of this Agreement. Effective upon signing, this Agreement shall supersede all prior contracts and/or other agreements between the Board and

the Director of Pupil Services/Assistant to the Principal, and all such prior contracts and/or agreement shall be rendered null and void effective on such date.

## **COMPENSATION**

- 1. For the period commencing August 1, 2023 through June 30, 2024, the Board shall pay the Director of Pupil Services/Assistant to the Principal a salary of \$44,541.30, to be paid in equal bi-weekly installments. Salary payments as set forth in this agreement shall be subject to any applicable United States Withholding Tax, applicable State of Connecticut Withholding Tax and other applicable deductions mandated by state or federal law and employee contributions toward the cost of fringe benefits. Any adjustment in terms and conditions of employment, including salary and benefits, made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement.
- 2. The Board shall negotiate the terms and conditions of employment, including salary and benefits, for the succeeding contract year at least ninety (90) days prior to the end of each fiscal year, unless an alternate time schedule is agreed to by mutual consent. If no agreement between the parties concerning Director of Pupil Services/Assistant to the Principal's terms and conditions of employment is reached, Director of Pupil Services/Assistant to the Principal's terms and conditions of employment shall continue the terms and conditions of the preceding year until a new agreement is made, at which time the negotiated salary increases, if any, shall be retroactive to July 1.
- 3. The Director of Pupil Services/Assistant to the Principal must have paychecks electronically deposited to the financial institution of choice. Necessary forms for the implementation of direct deposit of paychecks shall be provided by the Board. In addition to the payroll deductions required by law, the payroll deductions may be made to a credit union, tax sheltered annuity plan, and/or flexible benefits plan. All requests for deductions must be in writing on approved authorization forms.

## **EVALUATION AND PERSONNEL FILE**

- 1. Evaluations shall be conducted annually in accordance with Connecticut General Statutes and the Eastford Educator Evaluation Plan.
- 2. The Director of Pupil Services/Assistant to the Principal, upon request, has the right to review the contents of his personnel file at any reasonable time.
- 3. The Director of Pupil Services/Assistant to the Principal has the right to reply to any document within ten (10) days of notice that the document has been placed in his file, with a formal letter addressed to the Superintendent. This letter will be placed in the file.

## FRINGE BENEFITS AND WORKING CONDITIONS

#### A. WORK YEAR/ADMINISTRATIVE YEAR

The work year of the Director of Pupil Services/Assistant to the Principal shall be twelve (12) months and working days shall be ninety-two (92) days, twelve (12) of which should be scheduled before and after the 186 day teacher school year. The Director of Pupil Services/Assistant to the Principal shall carry out professional responsibilities to the extent required by the education program of the Eastford Board of Education.

#### **B.** LEAVE PROVISIONS

All leaves will be in accordance with the 2021-24 Collective Bargaining agreement between the Eastford BOE and the ETA for full time employees.

## C. TRAVEL

The Director of Pupil Services/Assistant to the Principal will be provided with a travel allowance at the published I.R.S. rate per mile. This will include reimbursement of travel for Board business at which the Director of Pupil Services/Assistant to the Principal's presence is expected but shall exclude all travel between the Director of Pupil Services/Assistant to the Principal's home and the school district. The Director of Pupil Services/Assistant to the Principal shall be required to submit quarterly expense reports to receive the reimbursements, which should be made in the next Accounts Payable check run. A maximum travel allowance will be included in each fiscal year's budget.

## D. PROFESSIONAL DEVELOPMENT

The Board shall reimburse the Director of Pupil Services/Assistant to the Principal for reasonable and necessary costs for participation in and attendance at appropriate local, state, and national meetings, in-service sessions, and conferences as long as the cost shall not exceed \$500 per fiscal year.

## TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Director of Pupil Services/Assistant to the Principal may unilaterally terminate this Agreement at any time for any reason during its term upon ninety (90) days written notice, except that the ninety (90) days' notice is not required if termination is part of an action to implement a new contract between the parties hereto, in which case the execution of the new agreement shall serve to terminate the prior agreement between the parties.
- C. The Board may terminate the Director of Pupil Services/Assistant to the Principal's employment in accordance with the provisions of Connecticut General Statutes Section

10-151 et seq. The Board, upon recommendation of the Superintendent, may reassign the Director of Pupil Services/Assistant to the Principal to another certified position. If the Director of Pupil Services/Assistant to the Principal is assigned to a teaching position, the terms and conditions of the collective bargaining agreement with the teachers' bargaining unit shall control.

# **GENERAL PROVISIONS**

- A. The Director of Pupil Services/Assistant to the Principal shall be bound by all rules and regulations of the Board and all applicable state and federal laws.
- B. If any part of this Agreement is determined by a court of final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect.
- C. This agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties.
- D. This Agreement shall be construed under Connecticut law.

For the Eastford Board of Education	Director of Pupil Services/Assistant to the Principal
Donna P. Leake, PhD, Superintendent	Charles Kernan
Date	Date