

**BOARD OF EDUCATION  
Bristol, Connecticut**

**CONTRACT FOR DIRECTOR OF HUMAN SERVICES**

AGREEMENT

It is hereby agreed by and between the BRISTOL BOARD OF EDUCATION (hereinafter called the "Board") and Samuel Galloway (herein after called the "Director HR") that said Board has and does employ the said Samuel Galloway as Director of Human Services in Bristol, Connecticut and that said Samuel Galloway accepts employment as Director of Human Services for the Bristol Public Schools, and that both the Board and Director HR agree upon the following terms and conditions of employment.

1.0 TERM:

The term of said employment is from July1, 2017 through June 30, 2020.

2.0 SALARY

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

(a)	<i>July 1, 2017 to June 30, 2018, 2%</i>	<i>\$159,458.64</i>
	<i>July 1, 2018 to June 30, 2019, 2%</i>	<i>\$162,647.81</i>
	<i>July 1, 2019 to June 30, 2020, 2%</i>	<i>\$165,900.76</i>

- (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 of HR 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 HR 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

Internal Revenue Code, as amended, referenced under Section 3.9 of this Agreement.

- (d) For purposes of reporting the Director HR's salary to the Connecticut State Teachers' Retirement System, the Board shall include the full amount of the annual salary of the Director HR 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 The Board shall provide medical, hospital and prescription drug coverage with benefits as follows; in-network deductibles of \$500/\$1,000/\$1,500 and 10% coinsurance thereafter to an out-of-pocket maximum of \$1,500/\$3,000/\$4,500, and a three-tier drug plan with in-network copays of \$10/\$25/\$40, two times those co-pays for mail order, and no maximum, which shall be available to administrators, their spouses, and legally eligible children. Alternatively the Board may elect to substitute whatever medical, hospital and drug coverage is provided to the Bristol Association of Principals and Supervisors (BAPS) under its collective bargaining agreement with the Board, as the same may be amended from time to time.
- 3.2 A co-pay dental plan with the equivalent of Blue Cross/Blue Shield riders A, B, C, D, and Dependent Child Rider shall be provided for the Director HR and all eligible family members. Alternatively the Board may elect to substitute whatever dental coverage provided to the Bristol Association of Principals and Supervisors (BAPS) under its collective bargaining agreement with the Board, as the same may be amended from time to time.
- 3.3 Notwithstanding the provisions of paragraphs 3.1 and 3.2 above, the Director HR shall pay 20% of the premium cost of coverage under such plans for the Director HR and eligible enrolled family members, or the percentage of premium cost share in effect for members of the BAPS bargaining unit from time to time, whichever is greater, with such percentage contribution subject to a Section 125 pre-tax payment provision.
- 3.4 In the event of death of the Director HR during a given fiscal year, the Board shall continue appropriate medical and dental insurance coverage, as if the Director HR had remained employed 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 HR would have reached age 65.

- 3.5 The Director HR 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 benefits 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 HR shall be entitled to 20 sick days annually, which shall be cumulative to a maximum of 240 days. The Director HR shall carry over sick days already accumulated during his previous employment with the Board.
- 3.8 Workers' Compensation - Whenever the Director HR 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 HR 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 HR'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 HR 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 HR 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 HR 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 AND OR TUITION EXPENSES:

The board agrees to reimburse the Director HR, 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 \$4,000 per year.

#### 6.0 TERMINATION:

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

6.2 The Director HR may resign for good reason by submitting written notice at least 30 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 HR 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 HR shall be entitled to appear before the Board to discuss such causes. If the Director HR 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 HR pending any such hearing and the Board's decision. During such suspension, he shall continue to receive his full salary and other fringe benefits.

6.3.3 The Director HR shall be provided a written decision and supporting rationale within ten (10) days after the hearing is concluded. The decision of the Board shall be final and binding.

7.0 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 HR from any and all demands, claims, suits, actions, and legal proceedings brought against the Director HR 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 HR acted willfully, recklessly, maliciously or wantonly, then the Director HR 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 23<sup>rd</sup> day of June, 2017.

SIGNED:

BRISTOL BOARD OF EDUCATION  
OF BRISTOL

  
\_\_\_\_\_  
Samuel Galloway, Director HR

By   
\_\_\_\_\_  
(Board Chairman Signature)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code