

Darlene M. Pianka
DIRECTOR OF HUMAN RESOURCES
EMPLOYMENT AGREEMENT - JULY 1, 2022 – JUNE 30, 2025

AGREEMENT MADE as of this 14 day of June, 2022, by and between THE BOARD OF EDUCATION OF THE TOWN OF NEW CANAAN, County of Fairfield and State of Connecticut (hereinafter called "the Board"), and Darlene M. Pianka of the City of Norwalk, County of Fairfield and State of Connecticut (hereinafter called "Darlene M. Pianka" or "Director of Human Resources").

For and in consideration of the mutual covenants, conditions and agreements contained herein, the Director of Human Resources and the Board agree as follows:

I. APPOINTMENT:

Darlene M. Pianka is hereby appointed by the Board to the position of Director of Human Resources and hereby accepts such employment as Director of Human Resources upon the terms and conditions set forth in this Agreement.

II. TERM OF EMPLOYMENT:

The term of this appointment is for a period of three years, commencing July 1, 2022, and ending June 30, 2025, unless terminated as provided herein.

III. DUTIES OF EMPLOYEE:

During the term of her Agreement, the Director of Human Resources shall perform the duties of Director of Human Resources in accordance with any pertinent job description or other description of duties and the same may be amended and modified during the term of his Agreement. In addition, the Director of Human Resources shall perform such other duties as may be assigned by the Superintendent of Schools. During the term of this Agreement, the Director of Human Resources shall devote her entire working time and attention to her work for the Board. The Director of Human Resources shall faithfully, industriously, and to the best of her ability, experience and talents render the services required, and shall observe any and all rules, regulations, and policies which the Board has established or shall hereafter establish. The Director of Human Resources shall render such services at such place or places as the Superintendent of Schools or the Board shall designate or as shall be necessary or appropriate in connection with such employment. Except with the prior written approval of the Superintendent of Schools, during the term of this Agreement, the Director of Human Resources shall not undertake or engage in any other employment, occupation, or business enterprise other than one in which she is a passive investor. This limitation shall not apply to work or compensation as an author, professor, consultant, or presenter, provided such work does not occur during work hours.

IV. SALARY:

The base annual salary of the Director of Human Resources for the period of July 1, 2022 to June 30, 2025 shall consist of the following:

- a) The annual base salary shall be two hundred ten thousand dollars (\$210,000), payable in 24 installments;

- b) An additional sum of One Thousand One Hundred Fifty Dollars (\$1,150) payable in 24 installments, eligible service stipend.

For purposes of reporting the Director of Human Resources salary to the Funded Retirement Plan of the Town of New Canaan, Connecticut, the Board shall include the full amount of the annual salary of the Director of Human Resources as specified in (a) and (b) above, without regard to any salary reduction elected pursuant to this section.

The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract term. If no agreement concerning annual base salary is reached, the Director of Human Resources' salary shall be set at rate awarded to the administrative unit that year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

V. INSURANCE AND OTHER BENEFITS:

- a) The Director of Human Resources shall receive life insurance coverage of \$500,000 during the term of this agreement.
- b) The Board of Education shall provide the Director of Human Resources with the same health insurance coverage as is provided to a majority of school district administrators at the time this Agreement is signed. The Board agrees to fund the HSA at 100% to the Director of Human Resources. At retirement, the Board agrees to pay health premiums to age 65 based on years of service to the New Canaan Public Schools according to the following formula: 12-16 years at 75% contribution by the Board; 17 or more years at 100%. HSA funding will remain at 100% until age 65 after 15 years of service with the Board.
- c) The Director of Human Resources shall be covered by an income continuation plan, funded by the NCPS, which would compensate her for up to 70% of her current salary with a cap of \$7500 per month.
- d) The Director of Human Resources shall receive the service adjustment as provided to other administrative employees in accordance with the applicable collective bargaining agreement in force at the time this Agreement is executed or is subsequently renewed.
- e) The Director of Human Resources shall receive the same paid holidays, sick leave, retirement, and other benefits as provided to other administrative employees in accordance with the applicable collective bargaining agreement in force at the time this Agreement is executed or is subsequently renewed. Should it be necessary to work a holiday, the Director of Human Resources shall have a compensatory day as determined in consultation with the Superintendent. Except with the prior written approval of the Superintendent, the Director of Human Resources shall not be permitted to accumulate unused holidays beyond the calendar year in which said holidays fall.
- f) The Director of Human Resources shall receive a sum of five thousand dollars (\$5,000) as a travel allowance each year for the period July 1, 2021 to June 30, 2024.

VI. VACATION:

The Director of Human Resources shall receive 27 days vacation annually exclusive of legal holidays. Vacation time shall be taken in the year earned, provided that up to a maximum of twenty (20) days vacation may be accumulated and carried forward to the next school year upon prior written notification to the Superintendent.

VII. REQUIREMENTS/QUALIFICATIONS:

The Director of Human Resources shall meet and exceed all qualifications listed in the job description. In the event that the State of Connecticut imposes any new or additional requirements or qualifications for the position of the Director of Human Resources under this Agreement, the Director of Human Resources shall take all necessary and appropriate steps to acquire and maintain any required State qualification.

VIII. OUTSIDE PROFESSIONAL ACTIVITIES:

In addition to the duties of employment, and subject to the approval of the Superintendent of Schools, the Director of Human Resources shall participate in appropriate professional meetings and training in order to continue professional development.

IX. EVALUATION:

The Director of Human Resources shall be annually evaluated by the Superintendent of Schools. The parties recognize that the evaluation process deals with personal qualities of the Director of Human Resources, in which she has a legitimate privacy interest. Therefore, and in the interest of a candid and effective evaluation process, the parties agree that the documents related to evaluation under this contract shall be maintained as confidential documents.

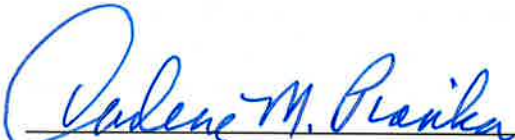
X. TERMINATION:

- a) This Agreement shall terminate and the obligations and covenants of the parties hereunder shall terminate upon the expiration of the term of this Agreement. The Director of Human Resources acknowledges that there is no right of continued employment as Director of Human Resources for any period of time after the date of termination.
- b) The Board may terminate this Agreement for cause at any time after written notice to the Human Resources upon the occurrence of any one of the events specified below:
 - a. An act by the Director of Human Resources constituting willful misconduct, embezzlement, fraud, or other criminal acts involving moral turpitude, or a breach of his fiduciary duty to the Board.
 - b. A material breach by the Director of Human Resources of one of the terms of this Agreement.
 - c. A continuing or repeated failure to perform the duties assigned to the Director of Human Resources by the Board, the Superintendent of Schools, or by any person under whose direction or supervision duties are performed by the Employee.
 - d. Any other due and sufficient cause.
- c) The Board may terminate the employment of the Director of Human Resources at any time in accordance with the Conn. Gen. Stat. Section 10-151, and upon such action this separate Agreement shall also terminate.

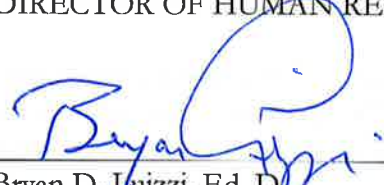
XI. GENERAL PROVISIONS:

- a) If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, but shall remain in full force and effect.
- b) This Agreement contains the entire agreement between the parties, and may not be amended except in writing duly executed by both parties.
- c) This Agreement shall be construed and the rights of the parties hereunder shall be governed by the laws of the State of Connecticut.
- d) This Agreement shall be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 14 day of June, 2022.



Darlene M. Pianka
DIRECTOR OF HUMAN RESOURCES



Bryan D. Luizzi, Ed. D.
SUPERINTENDENT OF SCHOOLS

Witnessed by: