

CLINTON PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT FOR
Director of Technology

1. Preamble

This Agreement is made by and between the Clinton Board of Education (the "Board") and Frank Rossi, in accordance with the Board's action on January 21, 2014 in authorizing the Superintendent of Schools, to execute a contract of employment with Frank Rossi as the Board's Director of Technology. The Board hereby employs Frank Rossi as Director of Technology, and Frank Rossi hereby accepts employment as Director of Technology, on the terms and conditions set forth in this Agreement.

2. Term of Employment

This Agreement is effective July 1, 2017, and shall continue through June 30, 2020, unless terminated at an earlier date in accordance with Section 10. Prior to the end of the first year of the three-year agreement, the Board at the request of the Superintendent may vote for a new three-year contract. At least three months prior to the end of each subsequent year, the Superintendent shall notify the Board that the Director of Technology's salary must be set for the coming contract year.

Notwithstanding anything in this section to the contrary, the provisions of this Agreement entitled "Termination of Contract" shall take precedence, and the Director of Technology's employment may be terminated at any time under the provisions of that section.

3. Certification

The Director of Technology shall maintain State of Connecticut Department of Education certification throughout the term of this Agreement.

4. Work Year

In carrying out his duties under this Agreement, the Director of Technology shall work a twelve-month year, less any paid days off covered under this Agreement.

5. Duties

Under the direction and supervision of the Superintendent of Schools, the Director of Technology shall be responsible for all aspects of the technology operations of the Clinton Public Schools, including but not limited to: preparation and submission of the annual budget; purchasing; inventory control; preparing related reports for the Superintendent of Schools, and Board; supervision and management of technology personnel employed by the Board; attendance at Board meetings and related meetings as deemed necessary by the Superintendent of Schools and/or the Board in connection with the technology operations of the Clinton Public Schools; and such other duties related to the management of the technology operations of the Clinton Public Schools as may be deemed necessary by the Superintendent of Schools and/or the Board and/or as set forth in any applicable job description.

In carrying out the duties set forth above, the Director of Technology shall at all times comply with all applicable federal and state laws, Board policies, administrative regulations and accounting standards and procedures.

6. Compensation

The Director of Technology's salary shall be paid in equal biweekly installments on the same schedule as for other twelve-month employees of the school district.

The Director of Technology's salary for the first year of this Agreement shall consist of the sum of the following:

- 1) a cash component in the amount of one hundred two thousand, fifty-four dollars and no cents (\$102,054.00) plus
- 2) five thousand dollars and no cents (\$5,000.00), which amount the Director of Technology, pursuant to a legally binding salary reduction agreement, will arrange to have contributed as an elective deferral in accordance with Section 403(b)(12)((A)(ii) of the Internal Revenue Code toward the purchase of a Section 403(b) annuity with a tax sheltered annuity company of his choice. The cash (A) and annuity (B) components of the Director of Technology's salary for the subsequent years shall be set by the Board based on the recommendation of the Superintendent. Adjustments in the salary shall be in the form of an amendment and shall become a part of this Agreement.

7. Fringe Benefits

The Board shall provide the Director of Technology with the following fringe benefits:

- A. The Director of Technology shall have the option to enroll in one of the medical benefit plans and in the dental benefit plan that are offered to other administrative employees of the Board. The Board shall pay eighty percent (80%) of the

premium cost of inclusion of the Director of Technology and any eligible dependents in said plan and the Director of Technology shall pay the remaining premium cost. The amount of premium cost sharing for subsequent contract periods shall be set by the Board based on the recommendation of the Superintendent prior to July 1 of each of those full contract years.

- B. The Board shall pay ninety percent (90%) of the premium cost of a group life insurance coverage that is equal to twice the Director of Technology's salary as of July 1 of the applicable year. The Director of Technology shall pay the remaining premium cost.
- C. The Board shall provide group disability insurance for the Director of Technology with the following features: a ninety (90) day waiting period; maximum monthly benefit of five thousand dollars (\$5,000.00) payable for a five-year maximum due to disability or lifetime due to accident. This disability insurance benefit is subject to terms and conditions set by the insurance carrier. The Director of Technology may use accumulated sick leave to supplement the amount of any disability insurance payments.
- D. The Director of Technology shall be entitled to twenty (20) vacation days in each full year of this Agreement. If for any reason the Director of Technology leaves this position before the end of the contract year, his/her vacation days for that year will be pro-rated to reflect the percentage of the year worked. The scheduling of the Director of Technology's vacation shall be done with the approval of the Superintendent. Should the Director of Technology not be able to use all of his/her annual vacation days due to demands of the position, he/she may request approval to carryover up to ten (10) days into the next fiscal year. At no time shall the Director of Technology have a vacation balance in excess of his/her annual entitlement plus ten (10) vacation days carried over.
- E. The Director of Technology shall be entitled to fifteen (15) sick leave days in each full year of this Agreement. Sick leave accumulated and unused during his/her employment with the Board prior to this Agreement shall be carried over to this Agreement. All sick leave shall be cumulative to a maximum of one hundred (100) days.
- G. At the request of the Director of Technology, the Board, consistent with relevant statutes, shall withhold from each biweekly paycheck and transfer an amount determined by the Director of Technology to a tax-deferred annuity program of his choosing. Any such withholding and transfer shall be in addition to the payment made by the Board pursuant to Section 4 of this Agreement.
- H. The Director of Technology shall be granted up to five (5) days for any death in the family during the term of this Agreement. Additional funeral leave may be granted at the discretion of the Superintendent.

- I. The Director of Technology shall receive up to four (4) personal leave days in each full year of this Agreement. Personal leave may be used for attending to personal business that cannot be scheduled outside of normal business hours.
- J. The Director of Technology shall receive paid holidays designated by the Board and consistent with designated holidays for district administrators.

8. Disability

In the event that the Director of Technology is unable to perform any or all of his/her duties by reason of illness or accident, the Director of Technology shall have leave for such purpose charged to the accumulated sick leave provided in Section 4 of this contract. Upon completion of the waiting period, the Director of Technology shall receive disability insurance benefits from the plan provided in Section 4, paragraph C of this contract, if eligible. Accumulated sick leave may be used to supplement payments under the disability insurance plan. If the Director of Technology's disability exists for a period of more than twelve (12) months, or if such disability is permanent, irreparable or of such nature as to make the performance of the Director of Technology's duties impossible, the Board may, at its option, terminate this contract, whereupon the respective duties, rights, and obligations of the parties shall terminate.

9. Evaluation

The Director of Technology shall be evaluated annually by the Superintendent or designee. Such evaluation shall be in writing and shall be based primarily upon a set of goals mutually agreed upon by the Superintendent and the Director of Technology and in accordance with the position description. In the event the Superintendent determines that the Director of Technology performance is deficient in any respect, s/he shall describe in writing, in reasonable detail, said deficient performance. The evaluation shall contain recommendations as to areas of improvement in all instances where the Superintendent deems performance to be deficient and all other instances where the Superintendent deems such to be necessary and appropriate.

10. Termination of Contract

- A. The parties may, by mutual consent, terminate this Agreement at any time during the term of the Agreement.
- B. The Director of Technology shall be entitled to terminate this contract with written notice to the Superintendent at least sixty (60) days in advance. The Superintendent may, in his discretion, reduce or waive this notice requirement in extraordinary circumstances.
- C. The Board may terminate this Agreement during its term for good cause.

11. General Provisions

- A. 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.
- B. 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.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

CLINTON BOARD OF EDUCATION

By  11/22/17
Maryann R. O'Donnell Date
Superintendent of Schools

FRANK ROSSI

 11/22/17
Frank Rossi Date
Director of Technology