

EMPLOYMENT AGREEMENT FOR
DIRECTOR OF TECHNOLOGY

This Agreement is made by and between the Regional School District No. 5 (Amity) Board of Education (hereinafter called the "Board") and Shaun DeRosa (collectively, the "Parties"). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Employment.

The Board hereby employs Shaun DeRosa as Director of Technology for Amity Regional School District No. 5 (hereinafter called the "District"), and Shaun DeRosa (hereinafter called the "Director of Technology") accepts such employment pursuant to the terms and conditions set forth herein.

2. Duties.

Under the direction and supervision of the Superintendent of Schools, the Director of Technology shall be responsible for all aspects of the operations of the Department including the applications deployed in the school system; the telephone system; the network; the door access system; staff and student RFID credentials; the deployment, maintenance and retrieval of the District 1:1 assets; security camera systems; the student information systems; the physical and virtual infrastructures and associated backup systems. The Director is an integral part of the shared services arrangements of the District and manages the schedule of daily tasks and projects associated with shared services, as well as regularly scheduled meetings with key stakeholders. The Director responds to FOI and records requests for archived email and student data residing on District servers. The Director maintains student data privacy according to Federal, State and Board of Education requirements. The Director is responsible for the District technology budget and maintains positive relationships with industry vendors to ensure the District is always receiving the best possible service and pricing, as well as creating and evaluating submissions of RFPs for District needs. The Director plans and oversees major District technology initiatives, and works to bring the other BOWA technology leaders together on a regular basis to work towards a collaborative data and technology environment across all four Districts. The Director manages the District Technology Department staff including the Computer Information Systems Manager, PowerSchool Specialist, the administrative assistant and technicians. It is expected the Director is available to the District 24/7 in the event of a network, resource, or personnel incident; and the Director is responsible for related duties as determined by the Superintendent of Schools.

3. Term.

This Agreement shall become effective July 1, 2022 and shall remain in effect through June 30, 2025, subject to prior termination in accordance with the provisions of the section of this Agreement entitled "Termination." The Parties agree that in the event that either the Board

or the Director of Technology do not agree to either extend this Agreement beyond June 30, 2025, or do not negotiate a successor agreement, the Director of Technology's employment with the Board shall terminate effective on June 30, 2025. Upon execution of this Agreement by the Parties, the Agreement shall supersede all prior agreements between the Parties.

4. Work Year and Schedule.

The work year for the Director of Technology shall be twelve months, from July 1, until June 30. The Director of Technology position is classified as exempt from the minimum wage and overtime provisions of state and federal law. Nevertheless, it is understood and agreed that the Director of Technology is expected to work during the District's normal office hours. In addition, it is understood and agreed that the Director of Technology shall be available outside the District's normal office hours to conduct the business of the District and that the Director of Technology is expected to be available to respond as needed to carry out the responsibilities of the position outside normal office hours.

5. Salary and Other Compensation.

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. Any and all components of the salary set forth in this Agreement and any and all provisions regarding leave benefits shall be pro-rated for partial years of service as Director of Technology.

a. Salary.

The salary of the Director of Technology shall be One Hundred Twenty-Seven Thousand, Seven Hundred Seven Dollars (\$127,707) per year for the 2022-23 contract year.

The salary of the Director of Technology shall be One Hundred Thirty-One Thousand, Five Hundred Thirty-Eight Dollars (\$131,538) per year for the 2023-2024 contract year.

The salary of the Director of Technology shall be One Hundred Thirty Four Thousand, Eight Hundred Twenty-Six Dollars (\$134,826) per year for the 2024-2025 contract year.

b. Sick Leave.

The Board shall provide the Director of Technology with fifteen (15) days of sick leave per contract year, cumulative to one hundred eighty (180) days. Such sick leave shall accrue at the beginning of each contract year. The Director of Technology's use of such sick leave shall be in accord with the sick leave policies of the Board.

c. Vacation Leave.

The Board shall provide the Director of Technology with thirty (30) days of

vacation leave per fiscal year, exclusive of legal holidays on which the Board's offices are closed, with such vacation leave to be taken during the fiscal year in which it is accrued. Such vacation leave shall accrue at the beginning of each contract year. The Director of Technology may not carry over any days of vacation leave from one contract year to another without prior approval from the Superintendent of Schools. The Director of Technology may carryover and use a maximum of ten (10) vacation days to the next contract year with the approval of the Superintendent of Schools; however at no time may the Director of Technology have more than ten (10) vacation days banked in addition to their vacation time credited during the then current contract year. The scheduling of all vacation leave shall require the prior approval of the Superintendent of Schools.

In the event of the death of the Director of Technology, payment for any accrued but unused vacation leave will be made to the estate of the Director of Technology on a prorated basis at the Director of Technology's per diem rate as described below. In the event that the Director of Technology resigns or retires from employment with the Board during or at the end of the term of this Agreement, the Director of Technology shall be entitled to be paid for unused vacation leave accrued during the fiscal year in which the Director of Technology resigns or retires on a prorated basis at the Director of Technology's per diem rate, based on the number of months remaining in the contract year as of the effective date of such resignation or retirement. In order to be eligible for any such payment for unused vacation leave upon resignation or retirement, the Director of Technology must provide the Superintendent of Schools with written notice of such resignation or retirement at least sixty (60) days prior to the effective date of resignation or retirement.

Any payment for unused accrued vacation leave to be made to the Director of Technology in accordance with this section shall be paid at the per diem rate for the Director of Technology, which shall be calculated at $1/260^{\text{th}}$ of the annual salary of the Director of Technology. Vacation days carried over in accordance with this subsection shall not be paid out upon separation from employment.

d. Personal Leave.

The Superintendent of Schools may provide the Director of Technology with up to five (5) days of personal leave per contract year in order to permit the Director of Technology to conduct personal business that cannot be conducted outside of the regular work day. Personal leave shall not carry over from one contract year to another. Except in emergencies, the Director of Technology shall submit requests to use personal leave to the Superintendent of Schools at least three (3) business days in advance of the date on which leave is requested to be used.

f. Leave for Critical Illness/Bereavement.

The Director of Technology shall be entitled to leave with pay as follows:

- i. Each death or critical illness of a family member (parent, child, spouse, sibling, parent-in-law, stepchild): a maximum of three (3) days.
- ii. Each death or critical illness of a grandparent, aunt, uncle, sister-in-law, brother-in-law, or a person whose relationship to the Director of Technology warrants such attendance: a maximum of one (1) day.

g. Insurance Benefits (General Provisions).

Participation in any and all of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s) and/or plan administrator(s). The Board reserves the right to change the specific insurance plan(s) or carrier(s) for such insurance coverage, and/or to self-insure for such coverage, at any time during the term of this Agreement. The Parties agree that the Board shall not provide insurance benefits to the Director of Technology upon retirement, except as may be required by law.

h. Health and Dental Insurance.

The Board shall provide health and dental insurance coverage for the Director of Technology, her spouse, and any eligible dependents of the Director of Technology under the High Deductible Health Plan ("HDHP") health insurance plan and dental insurance plan provided for administrators employed by the Board as set forth in the collective bargaining agreement between the Amity Administrators' Group and the Board. For the period of this contract, the Director of Technology's premium costs contributions and the Board's funding of the HDHP deductible will be equal to the contributions of administrators employed by the Board as set forth in the applicable collective bargaining agreement between the Amity Administrators Group and the Board. The Board will maintain, to the extent provided by law, a plan under Section 125 of the Internal Revenue Code, in order to allow the Director of Technology to pay his insurance premium contributions on a pre-tax basis.

i. Life Insurance.

The Board shall provide and pay for term life insurance for the Director of Technology with a face amount of two and one-half (2 ½) times the annual salary of the Director of Technology.

j. Long-Term Disability Insurance.

The Board will provide and pay for long-term disability insurance for the Director of Technology. The disability insurance plan shall provide a benefit equal to sixty percent (60%) of the salary for the Director of Technology, subject to a maximum benefit of five thousand (\$5,000) dollars per month payable to age sixty-five (65), and subject to a one hundred eighty (180) day waiting period.

k. Pension.

The Director of Technology shall be covered by the District's Pension Plan, subject to all of the terms and conditions of such pension plan, as may be amended from time to time.

7. Professional Associations.

The Board shall pay the annual dues for the memberships of the Director of Technology in the Connecticut Association of School Business Officials (CASBO); the Consortium for School Networking (CoSN); and the Certified Educational Technology Leader (CEL). The Board shall pay for the Director of Technology to attend one national conference annually as deemed necessary by the Superintendent for the Director's professional growth and learning.

8. Termination.

- a. The Parties may by mutual consent and in writing terminate this Agreement at any time and for any reason.
- b. The Superintendent of Schools may terminate this Agreement for any reason with or without cause, upon written notice to the Director of Technology of thirty (30) days.
- c. The Director of Technology may terminate this Agreement upon written notice to the Superintendent of Schools of sixty (60) days.
- d. The Superintendent of Schools may terminate this Agreement at any time during the term of this Agreement for good cause. Prior to any such termination, the Superintendent of Schools shall provide the Director of Technology with notice of the reason(s) for consideration of the termination of this Agreement and an informal opportunity to be heard regarding consideration of the termination of this Agreement.

9. General Provisions.

- a. The Director of Technology hereby agrees to comply with all policies, regulations and rules of the Board.
- b. Unless entering into a successor agreement, upon termination of this Agreement, the Director of Technology shall deliver all property (including keys, records, notes, data, memoranda, and equipment) to the Board that is in the Director of Technology's possession or control, which is the Board's property or related to Board business.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to conflict of law provisions. Any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in Connecticut and all Parties consent to the jurisdiction of such courts.

- d. If any part of the Agreement is found to be invalid or unenforceable, it shall not affect the remaining provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
 - e. No amendment or modification of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the Parties hereto.
 - f. No waiver by any party of any breach of this Agreement shall be deemed to be waiver of any preceding or succeeding breach.
 - g. The titles of the sections in this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
 - h. Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director of Technology.
10. This Agreement contains the entire agreement between the Parties with respect to the subject matter specifically referenced herein. Commencing upon signing, this Agreement supersedes all prior agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. No person has any authority to make any representation or promise on behalf of any of the Parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the last date set forth below:

SHAUN DEROSA



Shaun DeRosa

DATE: 3/29/2022

REGIONAL SCHOOL DISTRICT No. 5



Dr. Jennifer P. Byars, Superintendent

DATE: 3/30/2022