

PROFESSIONAL AGREEMENT

Director of Technology

Chester – Deep River – Essex – Region 4

PREAMBLE

- A. THIS AGREEMENT IS MADE AND ENTERED INTO this ____ day of ____ 2018 by and between the Superintendent of Schools for the Regional Supervision District, the Regional School District No. 4 Board of Education, the Chester Board of Education, the Deep River Board of Education, and the Essex Board of Education (hereinafter referred to as the “District” or the “Member Boards”), serving as chief executive officer of the Boards, located within the State of Connecticut (hereinafter referred to as the "Superintendent"); and Mrs. Pamela A. Murphy (hereinafter referred to as the "Director of Technology").
- B. The Superintendent has agreed to employ a Director of Technology under the provisions of the Agreement governing the No. 4 Regional School District, and under the terms of this Agreement.
- C. In accordance with the provisions of this Agreement the Superintendent does hereby employ Mrs. Pamela A. Murphy as Director of Technology, and Mrs. Pamela A. Murphy does hereby accept employment as Director of Technology under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I: CERTIFICATION

- A. The Director of Technology shall maintain qualifications as a Director of Technology and continue her professional development as an educational leader throughout the term of this Agreement.

ARTICLE II: DUTIES

- A. The Director of Technology shall aid the Superintendent with the task of providing leadership in developing, achieving and maintaining the best possible educational programs to ensure that each student is provided with the richest educational experience the District can provide and to implement personnel and systems which promote accountable and efficient use of resources. The primary responsibility of the Director of Technology is providing leadership and management of school and District technology initiatives while demonstrating the ability to function as a partner with the Superintendent, administrative team, and faculty in driving continuous school improvement efforts. The Director of Technology will serve the Boards at the direction of the Superintendent of Schools. She shall develop and evaluate the technology program in the District within the framework of the established policy of the Boards. The Director of Technology shall perform other duties, as deemed necessary in the discretion of the Superintendent.
- B. The Director of Technology shall ensure that rules and regulations of the District and the guidelines established by the District for educational programs are observed. The Director of Technology will be responsible for keeping the Superintendent apprised about the conditions and needs of the District related to technology and education.

- C. The Director of Technology will work with appropriate staff in developing a proposed budget for the Member Boards and for efforts required to present each Member Board's approved budget to their respective constituencies.
- D. The Director of Technology, or her designee as approved by the Superintendent, shall attend meetings of the Boards at the direction of the Superintendent and shall discuss administrative considerations as part of the regular meeting agendas. The Director of Technology shall receive notice of all Board meetings in the District, and she or her designee, as approved by the Superintendent, shall attend such meetings as directed by the Superintendent.
- E. The Director of Technology will be responsible for performing duties outlined in the job description for the Director of Technology and such other duties as may be assigned by the Superintendent of Schools.

ARTICLE III: TERM

- A. This Agreement shall become effective as of July 1, 2018 and shall remain in effect through and including June 30, 2019. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination of Agreement", shall take precedence and the Director of Technology's employment may be terminated at any time during the term of this Agreement under the provisions of such section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the District and the Director of Technology, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

ARTICLE IV: COMPENSATION

- 1. The annual salary of the Director of Technology, for the 2018-2019 fiscal year, shall be one hundred two thousand eight hundred sixty four dollars (\$103,863). Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Director of Technology and shall be payable in biweekly equal installments.

ARTICLE V: FRINGE BENEFITS AND WORKING CONDITIONS

A. PERSONAL DAYS

- 1. The Director of Technology shall be allowed five (5) days leave per year, non-cumulative, with no pay deductions for any one of the following reasons:
 - a. Death or illness in the immediate family
 - b. Religious requirement
 - c. Legal requirements
 - d. Birth of a child by family member (3-day maximum)
 - e. College graduation of the Director of Technology or immediate family.

2. Immediate family consists of wife, husband, father, mother, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, son, daughter, son-in-law, and daughter-in-law.
3. Upon request the Superintendent may grant additional days leave for any reason she believes meritorious in addition to those listed in Paragraphs 1 and 2 above.

B. SICK LEAVE

1. In the event of personal illness or injury, the Director of Technology may take leave with pay, up to eighteen (18) days per year, which shall vest upon the beginning of the term hereof.
2. Unused sick leave shall be accumulated from year to year to a maximum of one hundred ninety-eight (198) days. Upon retirement or death, the Director of Technology or her estate will receive an amount equal to the value of the cumulative sick days, such amount not to exceed one thousand, five hundred dollars (\$1,500.00) based on the following:
 - a. To qualify, the Director of Technology must have a minimum of eight (8) years of service in the District.
 - b. There shall be no payment for the first one hundred fifty (150) days of cumulative sick leave.
 - c. Cumulative sick days above one hundred fifty (150) shall be compensated for forty dollars (\$40.00) per day up to the maximum one thousand, five hundred dollars (\$1,500.00) set forth above.
3. The Director of Technology shall be notified of sick leave accumulation by September 15th of each year.
4. If the Director of Technology exhausts her accumulated sick leave, she shall be entitled to a supplemental bank of sixty (60) days sick leave, effective with date of hire. Use of such days by the Director of Technology shall require the prior approval of the Superintendent, and the Director of Technology must present reasonable evidence of illness to the Superintendent at the time she requests approval for the use of such leave.

C. CONFERENCE LEAVE/TRAVEL STIPEND

1. The Director of Technology is encouraged to continue her professional development and is expected to participate in relevant learning experiences. Subject to budgeted appropriations, the Director of Technology shall attend professional meetings at the local, state, and national level, the expenses to which shall be paid by the District. Participation in such activities must be approved in advance by the Superintendent. The Superintendent may deny approval for professional leave if it is not in the best interests of the District, based on the expense(s) of the professional meetings and/or timing of the Director of Technology's absence from the District for attendance at such professional meetings.

2. The leave referenced immediately above in paragraph 1 of this section will be considered professional leave and will not be charged to the Director of Technology's personal or vacation days.
3. For each fiscal year of this Agreement, the District shall provide the Director of Technology with a payment in the amount of three thousand five hundred dollars (\$3,500), payable in two semi-annual installments, as reimbursement for business-related travel within and between the school districts for which she serves as Director of Technology.

D. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Director of Technology shall work a twelve month schedule, from July 1st through June 30th, and her working days will total two hundred and sixty (260) days. It is expected that the Director of Technology shall work each day that school is in session for the school districts which she serves, except as provided by the terms of this Agreement.
2. The Director of Technology shall be provided with twenty-eight (28) days vacation annually, exclusive of legal holidays. The Director of Technology must obtain prior approval from the Superintendent for any vacation leave. Vacation time may not be carried over to another year except by prior approval of the District.
3. Holidays. The Director of Technology shall be entitled to paid holidays on the days designated as holidays by the District.

E. INSURANCE BENEFITS

1. Health Insurance: On behalf of herself and any eligible dependents, the Director of Technology may elect to participate in the District's HSA plan. If the Director of Technology elects coverage through the HSA Plan, if such plan is offered to employees, the District shall pay eighty-one percent (81%) of the premium costs for such coverage, and the Director of Technology shall pay nineteen percent (19%). If the Director of Technology elects coverage through the HSA Plan, if such plan is offered to employees, the Boards shall contribute 100% of the amount of the applicable HSA deductible amount. Any portion of premiums for such insurance for which the Director of Technology is responsible shall be paid by the Director of Technology through payroll deduction. The complete details of the HSA plan design may be viewed in the current Administrators' bargaining unit contract.
2. Dental and Vision Care Insurance: On behalf of herself and any eligible dependents, the Director of Technology may elect to obtain dental and/or vision care insurance through any one of the vision care and/or dental insurance plans provided for employees of the District and the Member Boards, subject to the employee contribution rates applicable to the HSA plan.
3. Life Insurance: The District will provide the Director of Technology with group term life insurance coverage in the amount of two times the Director of Technology's base salary, as set forth above, subject to the eligibility requirements of the carrier(s). The

District shall pay ninety-five percent (95%) of the premium costs for such coverage, with the remainder of such premium costs to be paid by the Director of Technology through payroll deduction. The Director of Technology may elect to waive this provision and have the District's contribution for life insurance apply to a whole life or annuity policy as designated by the Director of Technology in writing on an annual basis.

ARTICLE VI: EVALUATION

- A. In accordance with the procedures set forth below, the Superintendent or her designee shall evaluate and assess in writing the performance of the Director of Technology at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Director of Technology for the year in question.
- B. Goals and Objectives. It is the intention of the Superintendent to work cooperatively to develop goals and objectives for the Director of Technology. Prior to August 1st of the school year, the Director of Technology will develop goals and objectives for the coming school year for the Superintendent's review and approval.

ARTICLE VII: TERMINATION OF AGREEMENT

- A. The Superintendent and the Director of Technology recognize and agree that the Regional Supervision District is the Director of Technology's employer under the provisions of this Agreement.
- B. The Superintendent serving as chief executive officer of the Boards and the Director of Technology may, by mutual consent, terminate the Agreement at any time. The Superintendent serving as chief executive officer of the Board may also unilaterally terminate this Agreement, without thirty (30) days' notice, with termination effective the commencement of any contract with a newly appointed Director of Technology.
- C. Either party may terminate this Agreement for any reason upon prior written notice of thirty (30) days to the other party. If the Director of Technology elects to terminate this Agreement, she shall send such notice to the Superintendent of Schools.
- D. The Superintendent, on the Boards' behalf, may terminate the Agreement immediately, if, in her sole judgment, the services rendered by the Director of Technology are not performed with the degree of skill and care consistent with industry standards, or are not performed in compliance with all statutes, acts, ordinances, laws, rules, regulations, codes and standards.


ARTICLE VIII: GENERAL PROVISIONS

- A. If any part in 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. The Director of Technology is an employee of the Regional Supervision District for the purposes appointment, compensation, and fringe benefits.
- 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. In the case of any conflict between the terms of this Agreement and the terms of the Agreement governing the No. 4 Regional School District (as may be amended from time to time), the terms of this Agreement shall prevail, unless otherwise agreed expressly in writing by the Superintendent serving as chief executive officer of the Member Boards and the Director of Technology.
- D. Notices to the District, as required herein, shall be sent to the Superintendent of Schools and notices to the Director of Technology shall be sent to her at her home address.
- E. This agreement is being executed on behalf of the Boards by Dr. Ruth Iris Levy, Superintendent of Schools serving as chief executive officer.

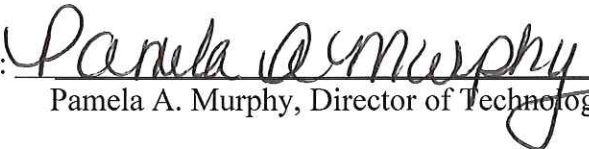
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their proper officers, hereunto duly authorized.

Regional Supervision District
Regional School District 4
Chester Board of Education
Deep River Board of Education
Essex Board of Education

10/15/18
DATE

BY: 
Dr. Ruth I. Levy, Ed.D., Superintendent of Schools

10/03/2018
DATE

BY: 
Pamela A. Murphy, Director of Technology