

Contract of Employment – Director of Facilities and Technology

This Agreement is made on the date indicated below by and between the Board of Education of Regional School District #18 of Old Lyme, Connecticut (hereinafter referred to as “the Board” or “Board”) and John Rhodes of East Lyme, Connecticut, (hereinafter referred to as “the Director”). In consideration of the mutual promises and forbearances contained herein and for other good and sufficient consideration, the parties agree as follows:

1) The Board, by virtue of its authority under the Connecticut General Statutes to employ necessary non-certified staff members, has agreed and does hereby agree to employ the aforesaid John Rhodes to serve as its Director of Facilities and Technology and to perform all duties and responsibilities pertinent to that position pursuant to Board and/or Administrative policies, procedures, directives and instructions.

2) The term of the appointment of the Director and of this Agreement shall be from July 1, 2017 to and including June 30, 2020.

3) The Director hereby accepts said employment with the Board and agrees to perform faithfully and diligently the duties of the position of Director of Facilities and Technology. The Director is in charge of overseeing and maintaining the Board's physical plant, including all buildings and grounds owned or controlled by the Board. The Director serves at the discretion of the Board, and faithfully and diligently executes such policies, procedures, instructions and directives as shall be established by the Board, acting either through its Superintendent of Schools or his designee. It is understood that the Superintendent of Schools, in his capacity as the Chief Executive Officer of the Board, shall be the supervisor of the Director. The Director shall comply with the policies of the Board and with state and federal laws and regulations. The Director shall, through the Superintendent of Schools, advise the Board on policies and plans for the repair, maintenance and improvement of the Board's physical

plant, including all buildings and grounds in the District and shall, through the Superintendent of Schools, take the initiative in presenting to the Board such policy and planning issues for the Board's attention as shall be intended to improve the quality of such physical plant, buildings and grounds.

The duties of the Director are covered in more detail under the job description for the position and Board of Education policy, which may from time to time be altered or amended at the discretion of the Board.

The Director shall, when requested to do so by the Superintendent, attend meetings of the Board and its committees and subcommittees and shall be prepared to assist the Board or its committees or subcommittees in deliberations relating to his job responsibilities, unless excused by the Superintendent, except when confidential matters relating to the Director's own employment are under consideration. With the advance approval of the Superintendent, the Director may appoint a designee to attend meetings he is to attend when unable to be present personally.

4) The Director agrees to devote full time and energies to the performance of the duties of the position of Director of Facilities and Technology and will not engage in any other employment which detracts from his duties.

5) As provided above, the term of said employment and of this Agreement is for a period extending from July 1, 2017 to June 30, 2020. During the month of May in any given year of the contract, the Director may request that the Board extend the contract for one additional year. If a contract extension is requested, the Director shall be notified in writing if the Board intends to either extend the agreement or not. In the absence of either such request or extension, employment shall terminate on June 30, 2020. Moreover, failure by the Board to vote on any extension under consideration within the aforesaid time frame shall not result in an

automatic extension of the Director's contract. Before becoming effective and binding, the terms of any mutually agreed to extension or renewal of the Agreement, or any new Agreement, shall be reduced to writing and shall then be approved by the Board and signed by the parties.

The salary of the Director shall be based upon a July 1 to June 30 annual basis. The Director's salary shall be set at \$150,953 for the first year (2017-2018) of this Agreement. The salary for the second year (2018-2019) the third year (2019-2020) of this agreement will be negotiated. The salary shall be paid bi-weekly.

The Board shall fund a mutually agreed tax deferred annuity for the Director which shall be in addition to his basic salary, at the annual rate of six percent (6%) of the Director's salary.

The Director of Facilities and Technology shall report immediately, in writing to the Superintendent, all cases of assault suffered by him in connection with his employment.

The Board agrees to hold harmless the Director of Facilities and Technology as provided in Sections 10-235 and 10-236a of the General Statutes of the State of Connecticut.

The Director of Facilities and Technology receiving a compensable injury shall receive worker's compensation in amounts and manner in accordance with the statutes pertaining thereto and the difference between such compensation and the salary schedule applicable at the time of such injury shall be paid by the Board of Education for a maximum of one (1) year. Thereafter, if the Director of Facilities and Technology continues to be absent on a compensable injury, the salary continuation shall remain in effect, but the difference between the worker's compensation and the normal full salary shall be deducted from the employee's accumulated sick leave, except if such injury was caused by an assault, which is covered by Section 10-236a of the Connecticut General Statutes.

6) The Director shall receive 28 days of paid vacation annually. All vacation leave must be approved in advance by the Superintendent. In special circumstances and with the

approval of the Superintendent of Schools, the Director may carry over up to ten (10) days vacation from one year to the next up to a maximum of thirty-eight (38) days of the following year. In the event of an unusual situation in which the Director is requested to forfeit a vacation at the request of the Board of Education or the Superintendent of Schools, there shall be compensation for said vacation in like time or pay.

The Director shall also be granted the following paid holidays with pay as they occur during his work year, provided the schools in the Region 18 District are closed on the holiday: Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day and Independence Day. It is understood that from time to time the Director's duties may require him to work on one or more holidays, in which case the Director may, with the prior approval of the Superintendent, arrange to take an alternate day off with pay.

7) The Director shall be entitled to 18 days of sick leave with pay annually to be accumulated to a maximum of 230 days. Sick leave may be used by the Director only when he is unable to work as a result of illness or injury.

A. Personal Leave

1. The Director of Facilities and Technology shall be entitled to the following leaves of absence with full pay, at the discretion of the Superintendent:

Death in the family or attendance at funerals.

Personal and/or legal reasons.

Illness in immediate family.

Attendance at graduation exercises (self, spouse, children)

2. Application for leave in the provision above shall be made to the immediate supervisor at least 24 hours before taking such leave (except in the case of emergencies) and such leaves may be granted, except in cases of extreme hardship or disability to the school system on the basis of application.
3. Under special circumstances, the Director of Facilities and Technology may apply for an extended leave without pay for up to one year. Application for such leaves must be made in writing and, whenever possible, a six-month notification is required. The leave must be approved by the Board of Education.
4. The grant or denial of any request for a leave of absence under this section shall be without prejudice and shall not establish a practice or precedent for any future case or cases whether similar or dissimilar.

B. Professional Leave

1. The Director of Facilities and Technology may, with prior approval of the Superintendent, be absent without the loss of pay because of:
 - Attendance at professional meetings or conferences.
 - Visitation to other schools.
2. The Board shall pay, within the limits of appropriations, the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by the Director of Facilities and Technology who attends workshops, seminars, conferences or other professional improvement sessions at the request and/or with the approval of the Superintendent for particular purposes of special benefit to the school system and/or the individual participating.
3. With advance approval of the Superintendent, the Director of Facilities and Technology, holding office in a professional organization or invited to

participate in a program of that organization, may be excused from duty because of the such obligations. Absences for other professional organizations of a similar nature may also be approved by the Superintendent.

4. Should the Director of Facilities and Technology be granted a leave of absence for one year, he shall notify the Superintendent of Schools in writing, on or before the first day of February, of his intention to resume work at the beginning of the ensuing year. The Director of Facilities and Technology will receive a negotiated salary for the year of return.

5. To the extent possible, the Director of Facilities and Technology, returning from leave of absence granted under this Article, shall be restored to the same position he held at the time the leave was granted.

6. The Director of Facilities and Technology on leave of absence shall retain sick leave accumulated as of the date of the beginning of leave.

8) The Board agrees to make available to the Director and any of his eligible dependents the same medical and dental insurance package enjoyed by certified administrators in the employ of the Board who are represented by the Lyme/Old Lyme Administrators' Association (LOLA), as such package shall be in effect during the term of this contract, provided that the Director and his eligible dependents are insurable; or receive \$2,500 stipend if waived.

9) The Board shall pay the full reasonable premium for term life insurance covering the Director with the same carrier utilized for LOLA members, equal to a death benefit of \$500,000, provided that the Director is insurable.

10) The Director shall be eligible for coverage under the long-term disability income protection policy provided by the Board for certified administrators in the employ of the Board

who are represented by LOLA, as in effect during the term of this contract, provided that the Director is insurable.

11) Subject to the prior approval of the Superintendent of Schools, the Board shall reimburse 50% of the cost of tuition for courses satisfactorily completed with a grade of B or better for professional development or educational improvement at accredited colleges, universities or professional training schools.

12) All references to insurance coverages under this Agreement are intended as descriptive only and are not intended to, nor are they to be construed as, amending or altering in any way the terms of the underlying insurance policies or coverages referred to.

13) The Director represents that, to the best of his knowledge, he is in good health and knows of no condition which would interfere with the proper performance of his duties. Should concerns about his fitness for duty arise, the Superintendent may require a physical and/or mental examination of the Director at any time during the term of this contract. The results of such examination shall be furnished to the Superintendent and the Chairperson of the Board and will be kept confidential as provided by law. The Board will reimburse the Director for the reasonable costs of all such examinations which are not covered by insurance.

14) The Board shall provide the Director with monthly reimbursement for reasonable and necessary miles driven by him in his personally owned vehicle on official Board of Education business provided that the Director submits a monthly written reimbursement request documenting the miles driven. The mileage reimbursement rate will be set at the maximum Internal Revenue Service non-reportable rate for business travel reimbursement.

15) The parties may, by mutual consent, terminate this Agreement at any time.

16) Absent termination by mutual consent, the Board may terminate this contract of employment at any time during its term for cause for any one or more of the following reasons:

inefficiency or incompetence; insubordination against rules, policies or directives of the Board of Education or its designee; moral misconduct; medical disability as established by competent medical authority; other due and sufficient cause. In the event the Board seeks to terminate the contract for cause, it shall mail or deliver to the Director written notice that termination of his contract is under consideration. The Director shall have seven (7) days from the date of the written notice in which to file with the Chairperson of the Board a request for a written statement of reasons for this action, which shall be responded to by the Board within seven (7) days. Within fifteen (15) days after the date of the written notice that contract termination is under consideration, the Director may file with the Board a written request for a hearing before the Board which hearing shall commence within twenty (20) days after receipt of the hearing request. The Board shall render its decision within fifteen (15) days of the conclusion of the hearing and shall mail or deliver a copy of its decision to the Director. Any such hearing may be in executive or public session as provided in the Freedom of Information Act of the State of Connecticut. Time limits referred to herein are to be calculated on calendar days including weekends and holidays. Notices, requests and other correspondence required under this section shall be transmitted by personal delivery to the addressee and/or by registered or certified mail.

17) The performance of the Director shall be evaluated and reviewed by the Superintendent.


18) If any term of this Agreement is declared to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in effect and shall be binding upon all parties.

19) This Agreement contains the complete and entire agreement between the parties and it supersedes all prior agreements between the parties, whether verbal or written. This


Agreement may not be amended orally, but may be amended only by an agreement in writing approved by the Board and signed by both parties.

20) This Agreement shall become effective upon its approval by the Director, its approval by the full Board of Education and the subsequent affixation of the signatures of the parties below.

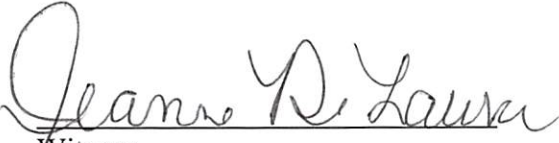
WHEREFORE, the parties, by themselves or their duly authorized representatives, have set their hands to this Agreement, finalizing same, in the presence of a witness as indicated below on this ____ day of June 2017.



Chairperson, Regional School District
Board of Education (duly authorized)



Director of Facilities and Technology
6/8/17



Witness



Witness