

PLYMOUTH BOARD OF EDUCATION TECHNOLOGY DIRECTOR'S

CONTRACT

July 1, 2020 – June 30, 2024

Agreement by and between the **Plymouth Board of Education** and **Richard Trudeau** to be employed as the Director of Technology for the Plymouth Public Schools. Additionally, the Director of Technology will oversee aspects of the technology of the Town of Plymouth.

The Technology Director's base salary consists of two parts: (1) cash compensation as follows: \$124,813 for the 2020 – 2021 school year; \$127,621 for the 2021 – 2022 school year; \$130,174 for the 2022 – 2023 school year; and \$133,103 for the 2023-2024 school year, and (2) an annuity of \$12,000 for the 2020-2021 and 2021-2022 school years and increasing to \$12,500 for the 2022-2023 and 2023-2024 school years.

As prescribed in paragraph 2 above, the Technology Director will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) tax sheltered annuity chosen by the Technology Director from the Board's list of approved 403(b) tax sheltered annuity companies pursuant to the Board's 403(b) plan available to Board employees in accordance with Section 403(b) of the Code.

The base salary, as set forth above, shall be payable in installments throughout the contract year. The total base salary, as set forth above, shall be subject to TRB contributions, and shall be reported by the Board to TRB as the Technology Director's total base salary.

The following shall be the working conditions and fringe benefits available for the position:

Work Year: 195 days

Benefits:

Sick Leave:

Fifteen (15) days per year cumulative to 200. Upon retirement, with 10 years of continuous service to the Plymouth Board of Education, the technology director will receive \$80 per day up to 200 days for unused sick days. .

Personal Days: Three (3) per year with reason provided and at least 24 hours prior notice-
not cumulative

Bereavement: An employee shall be allowed three (3) working days leave, with pay, in the case of the death of a spouse, a child, a parent, a legal guardian, a sister, a brother, a grandparent, a grandchild, a mother-in-law or a father-in- law. An employee

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shall be allowed one (1) working day's leave, with pay, in case of the death of a sister-in-law, brother-in-law, aunt, uncle, niece, cousin, nephew, foster-child, foster parent, step-parent, step-child, or any other person domiciled in the employee's household at the time of said death.

Health and Dental Insurance: The Director of Technology shall have the right to enroll himself, his spouse and his eligible dependents in the health insurance plan provided to certified administrators employed by the Board, as may be amended from time to time. From July 1, 2020 through June 30, 2021, the premium contribution shall be 21% of the coverage costs for any such plan. From July 1, 2021 through June 30, 2023, the premium contribution shall be 22% of the coverage costs for any such plan. From July 1, 2023 through June 30, 2024, the premium contribution shall be 23% of the coverage costs for any such plan.

Life Insurance: The Board shall provide and pay for group term life insurance for the Director of Technology in the amount of One Hundred Thousand Dollars (\$100,000).

Termination:


- (a) The parties may, by mutual consent, terminate the contract at any time.
- (b) The Technology Director shall be entitled to terminate the contract upon written notice of three (3) months, except that the three (3) months' notice is not required if termination is part of an action to implement a new contract, in which case verbal notice by the Technology Director, duly witnessed and recorded in the minutes is acceptable.
- (c) The Board may terminate the contract of employment during its term for one or more of the following reasons:
 - (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Other due and sufficient cause.
- (d) In the event the Board seeks to terminate the contract for one of the above reasons, it shall state on the Technology Director's written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days of receipt from the Board of Education of written notice that contract termination is under consideration; the Technology Director may file with the Board of Education a written request for a hearing before the Board which shall be held within twenty (20) days of receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Technology Director. The Board's decision shall be based on the evidence presented at the hearing. Such hearing may be in executive or public session, at the option of the Technology Director. Technology Director shall have the right to his own counsel, at his own expense. Any time limits established herein may be waived by mutual agreement of the parties in writing.
- (e) If the contract of the Technology Director is terminated due to a disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave under this contract. In addition, the Board shall continue to provide the Technology Director to age 65 the same group health insurance benefits and on the same terms as it provides to school administrators.

General Provisions:


(a) If any part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

(b) This contract contains the entire agreement between the parties. It may not be amended orally, but may be amended only by an agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties.

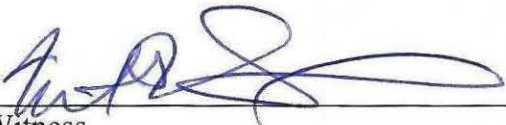
This agreement dated this May 18, 2020




Witness



Richard Trudeau
Director of Technology



Witness



Walter Seaman
Chair, Plymouth Board of Education

5/26/2020