

## CONTRACT FOR DIRECTOR OF TECHNOLOGY

Contract provisions as agreed upon by and between **THE BOARD OF EDUCATION OF THE BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT**, with offices located in Briarcliff Manor, New York, hereinafter referred to as the "District", and **ERICA BEASLEY** residing in Pinehurst, North Carolina 28374, hereinafter referred to as the "Director of Technology" or "Ms. Beasley", made this 18<sup>th</sup> day of April 2023.

1. This contract sets forth the terms and conditions of employment of the Director of Technology for the Briarcliff Manor Union Free School District.
2. This Contract shall be effective the period of July 1, 2022 through December 31, 2023. During the term of this agreement, the Director of Technology may only be terminated from her employment upon her being provided due process consistent with the federal due process standards.
3. Effective July 1, 2022, the Director shall be paid at annual salary rate of One Hundred Ninety-One Thousand and Forty-Nine Dollars and Twenty-Eight Cents (\$191,049.28) through June 30, 2023. Effective July 1, 2023, the Director shall be paid at the prorated, annual salary of One Hundred Ninety-Four Thousand Eight Hundred and Seventy (\$194,870) Dollars through December 31, 2023.
4. The Director shall be paid in equal installments in accordance with the rules of the Board governing payment of other professional staff members of the District.
5. The Director agrees that prior to voluntarily terminating employment with the District she shall give the District at least ninety (90) calendar days' notice.
6. The Director shall be entitled to twenty (20) workdays of vacation annually, subject to the prior approval of such use by the Superintendent of Schools. In addition, the Director of Technology shall be entitled to school holidays, during the school year, if duties permit, subject to the approval of the Superintendent.
7. Effective July 1, 2022, the Director of Technology shall be credited with accrued sick and vacation time earned while employed by Briarcliff Schools.

8. The Director shall also be entitled to fifteen (15) sick leave days each year and may accumulate unused sick leave from year to year, to a maximum of two hundred (200) days, for use only. Up to seven (7) days sick leave may be used in case of the illness of a member of the Director's immediate family, defined as parent, child, spouse, and such other person as approved by the Superintendent.
9. The Director shall be entitled to four (4) personal days per year for urgent personal business matters which cannot be attended to during other than work hours, upon notification to the Superintendent. Unused personal days shall not be cumulative.
10. The Director shall be granted up to five (5) days of bereavement leave due to the death of a member of the Director's immediate family, defined as parent, child, spouse, and such other person as approved by the Superintendent. Such leave shall not be cumulative.
11. The Director may cash in up to five (5) unused vacation days each school year, at the per diem rate of 1/240<sup>th</sup> of the current year's salary, provided that the notice is given in writing to the Superintendent of the intent to exercise this right by June 30<sup>th</sup> of each year.
12. The Director of Technology shall be entitled to an annual longevity payment of \$1,600 annually.
13. The employee shall be permitted to work remotely and is expected to be readily available and responsive during Briarcliff Manor UFSD working hours. The employee is expected to be on premise at least once during each school year as determined by the Superintendent of Schools. In the event of emergency, the employee is expected to be on premise within 48 hours of notification or as mutually agreed upon by the Superintendent of Schools.
14. The Director of Technology shall be entitled to 80% District funded individual or family health insurance, at the Director's option, in the District's plan, with the Director contributing 20% towards the cost of such health insurance premiums. In addition, the Director may opt-out of the District's health plan upon providing proof of other health insurance coverage and be entitled to the same buy-out amount as provided in her 2017-18 employment terms and conditions.
15. The Director is vested for the purposes of eligibility for District health insurance (individual or family coverage as needed) upon separation from the District as she will be in "vestee status" for the purposes of continuity of coverage under the District's health insurance plan and may continue her participation at her sole expense until she reaches the age of 55. Thereafter, she shall be entitled to receive retiree health insurance benefits so long as she then retires to receive benefits from the New York State and Local Retirement System (a/k/a NYS

Employees Retirement System) having served for at least ten (10) years in the employ of the District. District funding of retiree health insurance premium costs shall be at the same percentage shares (District and employee) that was in effect during the final year of employment in the District.

16. The Director shall be entitled to 100% District funded individual or family dental insurance in a plan provided by the District or approved by the District. District dental insurance shall be available to the Director upon retirement or upon resignation from the District and when the Director begins receiving pension benefits from the New York State Employee Retirement System.
17. The District will provide the Director with term life insurance in the face amount of \$100,000 through a District determined group plan or an individual plan subject at a cost to the District not to exceed \$1,000.
18. The District will provide the Director with long-term disability insurance in the District's Group Long-Term Disability Plan, providing a two-thirds salary benefit with a 60-day waiting period.
19. The Director shall be entitled to participate in the District's Section 125 Internal Revenue Code Flexible Benefits Plan.
20. The Director may have monies withheld for the purpose of participating in a tax deferred annuity program of her choosing, as provided for by State law.
21. The District shall contribute the sum of Five Thousand (\$5,000) Dollars per year to the Section 403(b) Internal Revenue Code Tax Sheltered Annuity Account of the Director a non-elective direct employer contribution, without cash option.
22. The Director may attend appropriate professional meetings at the local, state and national levels as approved by the Superintendent. Expenses of said attendance shall be incurred by the District within budgetary appropriations. The Director shall file an itemized expense statement regarding all conference expenses which shall be subject to audit.
23. During the term of this Agreement, the District will pay to maintain and update the Director's security and information systems certifications.
24. The Board shall pay the annual due of the membership of the Director of Technology for membership in up to four (4) professional organizations selected by the Director.
25. The Director hereby agrees to devote her time, skill, labor and attention to said employment during the term of this appointment.

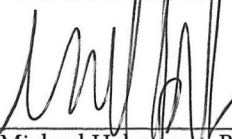
26. In the event any portion of this Contract shall be declared illegal and unenforceable, the balance of this contract shall remain viable and binding upon the parties.
27. This Contract shall be construed in accordance with the laws of the State of New York.
28. The Director shall be entitled to the rights afforded by Public Officers Law Section 18 for indemnification and a legal defense when named as a defendant or respondent in a lawsuit or other legal proceeding.

SO AGREED ON THIS 18 DAY OF APRIL 2023

**THE DIRECTOR OF TECHNOLOGY:**

  
SIGNATURE

**THE DISTRICT:** BRIARCLIFF MANOR UFSD

  
Michael Haberman, Board President  
SIGNATURE

5-4-23

