

EMPLOYMENT AGREEMENT FOR
DIRECTOR OF FACILITIES

This Agreement is made by and between the Regional School District No. 5 (Amity) Board of Education (hereinafter called the "Board") and Stephen Martoni (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 Stephen Martoni as Director of Facilities for Amity Regional School District No. 5 (hereinafter called the "District"), and Stephen Martoni (hereinafter called the "Director of Facilities") 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 Facilities shall confer weekly or as needed with the building principals. Director of Finance and Administration, Director of Technology, and the Athletic Director for coordination of use of facilities and maintenance of the buildings and grounds; prepared the budget and manage the accounts required to maintain and service the buildings and grounds; supervise and evaluate all custodial and maintenance staff and supervise the work of all contracted maintenance providers; manage all required safety and inspection programs; in coordination with building principals, oversee issues of safety and security; and attend all health, safety, building and Board Facilities Committee meetings; 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 Facilities do not agree to either extend this Agreement beyond June 30, 2025, or do not negotiate a successor agreement, the Director of Facilities' 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 Facilities shall be twelve months, from July 1, until June 30. The Director of Facilities 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 Facilities is expected to work during the District's normal office hours. In addition,

it is understood and agreed that the Director of Facilities shall be available outside the District's normal office hours to conduct the business of the District and that the Director of Facilities 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 Facilities.

a. Salary.

The salary of the Director of Facilities shall be One Hundred Twenty Five Thousand, Twenty-Four Dollars (\$125,024) per year for the 2022-23 contract year.

The salary of the Director of Facilities shall be One Hundred Twenty-Eight Thousand, One Hundred Fifty Dollars (\$128,150) per year for the 2023-2024 contract year.

The salary of the Director of Facilities shall be One Hundred Thirty One Thousand, Three Hundred Fifty-Four Dollars (\$131,354) per year for the 2024-2025 contract year.

b. Sick Leave.

The Board shall provide the Director of Facilities 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 Facilities' 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 Facilities 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 Facilities 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 Facilities 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 Facilities 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 Facilities, payment for any accrued but unused vacation leave will be made to the estate of the Director of Facilities on a prorated basis at the Director of Facilities' per diem rate as described below. In the event that the Director of Facilities resigns or retires from employment with the Board during or at the end of the term of this Agreement, the Director of Facilities shall be entitled to be paid for unused vacation leave accrued during the fiscal year in which the Director of Facilities resigns or retires on a prorated basis at the Director of Facilities' 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 Facilities 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 Facilities in accordance with this section shall be paid at the per diem rate for the Director of Facilities, which shall be calculated at 1/260th of the annual salary of the Director of Facilities. 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 Facilities with up to five (5) days of personal leave per contract year in order to permit the Director of Facilities 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 Facilities 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 Facilities 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 Facilities 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 Facilities 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 Facilities, her spouse, and any eligible dependents of the Director of Facilities 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 Facilities' 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 Facilities 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 Facilities with a face amount of two and one-half (2 ½) times the annual salary of the Director of Facilities.

j. Long-Term Disability Insurance.

The Board will provide and pay for long-term disability insurance for the Director of Facilities. The disability insurance plan shall provide a benefit equal to sixty percent (60%) of the salary for the Director of Facilities, 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.

. Pension.

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

- On a calendar year basis, the Board will contribute the equivalent of five percent (5%) of the employee's base salary toward a 401(A) Plan established by the Board.

Such contribution will be made in each pay cycle.

- Employees may contribute up to the maximum allowed by the IRS toward such 401(A) Plan.
- In addition to the Board's five percent (5%) contribution, the employee may elect to make a voluntary after-tax contribution of two percent (2%) of earnings each pay period toward the defined contribution plan, which the Board will match.

7. Professional Associations.

The Board shall pay the annual dues for the memberships of the Director of Facilities in the Connecticut School Buildings and Grounds Association; National Fire Protection Association (NFPA); and American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc (ASHRAE). The Board shall pay for the Director of Facilities 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 Facilities of thirty (30) days.
- c. The Director of Facilities 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 Facilities 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 Facilities 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 Facilities shall deliver all property (including keys, records, notes, data, memoranda, and equipment) to the Board that is in the Director of Facilities' 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 Facilities.
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:

STEPHEN MARTONI

REGIONAL SCHOOL DISTRICT No. 5


Stephen Martoni


Dr. Jennifer P. Byars, Superintendent

DATE: 3-31-2022

DATE: 3/31/2022