

**SEAN O'KEEFE**  
**DIRECTOR OF FINANCE AND OPERATIONS**  
**EMPLOYMENT AGREEMENT July 1, 2022 – June 30, 2025**

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AGREEMENT MADE as of this 11 day of May, 2022, by and between THE BOARD OF EDUCATION OF THE TOWN OF NEW CANAAN, County of Fairfield and State of Connecticut (hereinafter called "the Board"), and Sean O'Keefe of the Town of Sandy Hook, County of Fairfield and State of Connecticut (hereinafter called "Sean O'Keefe" or "Director of Finance and Operations").

For and in consideration of the mutual covenants, conditions and agreements contained herein, the Director of Finance and Operations and the Board agree as follows:

**I. APPOINTMENT:**

Sean O'Keefe is hereby appointed by the Board to the position of Director of Finance and Operations and Sean O'Keefe hereby accepts such employment as Director of Finance and Operations upon the terms and conditions set forth in this Agreement.

**II. TERM OF EMPLOYMENT:**

The term of this appointment is for a period of three years, commencing July 1, 2022 and ending June 30, 2025, unless terminated as provided herein.

**III. DUTIES OF EMPLOYEE:**

During the term of his Agreement, the Director of Finance and Operations shall perform the duties of Director of Finance and Operations in accordance with any pertinent job description or other description of duties previously adopted by the Board and the Superintendent of Schools, and the same may be amended and modified during the term of his Agreement. In addition, the Director of Finance and Operations shall perform such other duties as may be assigned to him by the Superintendent of Schools. During the term of his Agreement, the Director of Finance and Operations shall devote his entire working time and attention to his work for the Board. The Director of Finance and Operations shall faithfully, industriously, and to the best of his ability, experience and talents render the services required, and shall observe any and all rules, regulations, and policies which the Board has established or shall hereafter establish. The Director of Finance and Operations shall render such services at such place or places as the Superintendent of Schools or the Board shall designate or as shall be necessary or appropriate in connection with such employment. Except with the prior written approval of the Superintendent of Schools, during the term of this Agreement, the Director of Finance and Operations shall not undertake or engage in any other employment, occupation, or business enterprise other than one in which he is a passive investor. This limitation shall not apply to work or compensation as an author, professor, consultant, or presenter, provided such work does not occur during work hours.

#### **IV. SALARY:**

The base salary of the Director of Finance and Operations for the period July 1, 2022 to June 30, 2023 shall consist of the following:

- (a) An annual salary of two hundred twenty-five thousand dollars (\$225,000), payable in twenty-four (24) installments;
- (b) An additional sum of two thousand dollars (\$2,000) payable in 24 installments, as a service stipend;
- (c) An additional amount of twelve thousand dollars (\$12,000), as a Board contribution, to be paid to the Director of Finance and Operations in substantially equal installments during the contract year as to which amount the Director of Finance and Operations will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.

#### **V. INSURANCE AND OTHER BENEFITS:**

- A. The Director of Finance and Operations shall receive life insurance coverage of \$500,000.
- B. The Board of Education shall provide the Director of Finance and Operations and his family with the same health insurance coverage as is provided to a majority of school district teachers at the time this Agreement is signed. The Board agrees to fund the HSA at 100% for the Director of Finance and Operations and his family.
- C. In addition, the Director of Finance and Operations shall be covered by an income continuation plan, funded by the NCPS, which would compensate him for up to 70% of his current salary with a cap of \$7500 per month.
- D. The Director of Finance and Operations shall receive the same paid holidays, sick leave, retirement, and other benefits as provided to other administrative employees in accordance with the applicable collective bargaining agreement in force at the time this Agreement is executed or is subsequently renewed. Should it be necessary to work a holiday, the Director of Finance and Operations shall have a compensatory day as determined in consultation with the Superintendent. Except with the prior written approval of the Superintendent, the Director of Finance and Operations shall not be permitted to accumulate unused holidays beyond the calendar year in which said holidays fall.
- E. The Director of Finance and Operations shall receive a sum of \$6,000 as a travel allowance for each year of the contract.

#### **VI. VACATION:**

The Director of Finance and Operations shall receive 25 days paid vacation annually exclusive of legal holidays. Vacation time shall be taken in the year earned, provided that up to a maximum of twenty (20) days vacation may be accumulated and carried forward to the next school year upon prior written notification to the Superintendent. Upon retirement or departure other than for cause, Sean O'Keefe will receive a full day's pay (based on 260 days) for each unused vacation day up to a maximum of forty-five (45) days.

**VII. CERTIFICATION:**

The Director of Finance and Operations shall possess and maintain school business administrator certification (#085) from the State of Connecticut, Department of Education. In the event that the State of Connecticut imposes any new or additional requirements, qualifications or certifications for the position of the Director of Finance and Operations under this Agreement, the Director of Finance and Operations shall take all necessary and appropriate steps to acquire and maintain any newly-required State certification or qualification.

**VIII. OUTSIDE PROFESSIONAL ACTIVITIES:**

In addition to the duties of employment, and subject to the approval of the Superintendent of Schools, the Director of Finance and Operations shall participate in appropriate professional meetings in order to continue professional development.

**IX. EVALUATION:**

The Director of Finance and Operations shall be annually evaluated by the Superintendent of Schools. The parties recognize that the evaluation process deals with personal qualities of the Director of Finance and Operations, in which he has a legitimate privacy interest. Therefore, and in the interest of a candid and effective evaluation process, the parties agree that the documents related to evaluation under this contract shall be maintained as confidential documents.

**X. TERMINATION:**

A. This Agreement shall terminate and the obligations and covenants of the parties hereunder shall terminate upon the expiration of the term of this Agreement. The Director of Finance and Operations acknowledges that there is no right of continued employment as Director of Finance and Operations for any period of time after the date of termination.

B. The Board may terminate this Agreement for cause at any time after written notice to the Director of Finance and Operations upon the occurrence of any one of the events specified below:

1. An act by the Director of Finance and Operations constituting willful misconduct, embezzlement, fraud, or other criminal acts involving moral turpitude, or a breach of his fiduciary duty to the Board.
2. A material breach by the Director of Finance and Operations of one of the terms of this Agreement.
3. A continuing or repeated failure to perform the duties assigned to the Director of Finance and Operations by the Board, the Superintendent of Schools, or by any person under whose direction or supervision duties are performed by the Employee.
4. Any other due and sufficient cause.

C. The Board may terminate the employment of the Director of Finance and Operations at any time in accordance with the Conn. Gen. Stat. Section 10-151, and upon such action this separate Agreement shall also terminate.

**XI. GENERAL PROVISIONS:**

A. If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, but shall remain in full force and effect.

B. This Agreement contains the entire agreement between the parties, and may not be amended except in writing duly executed by both parties.

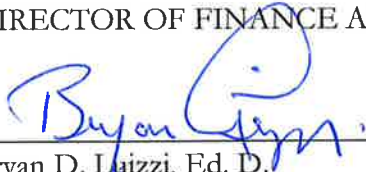
C. This Agreement shall be construed and the rights of the parties hereunder shall be governed by the laws of the State of Connecticut.

D. This Agreement shall be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHERE OF, the parties have hereunto executed this Agreement this 11 day of May, 2022.



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Sean O'Keefe  
DIRECTOR OF FINANCE AND OPERATIONS



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Bryan D. Laizzi, Ed. D.  
SUPERINTENDENT OF SCHOOLS

Witnessed by:

