ASSISTANT SUPERINTENDENT OF CURRICULUM AND INSTRUCTION EMPLOYMENT AGREEMENT BOARD OF EDUCATION OF WESTON, CONNECTICUT

The Board of Education of the Town of Weston, Connecticut (hereinafter referred to as the "Board") hereby agrees to employ Dr. Kenneth Craw (hereinafter referred to as the Assistant Superintendent of Curriculum and Instruction) under the terms and conditions hereinafter set forth.

1. **DUTIES**

Under the direction and supervision of the Superintendent of Schools, the Assistant Superintendent of Curriculum and Instruction shall be responsible for all aspects of curriculum, instruction, and professional development and shall perform the duties set forth in the job description for the position of Assistant Superintendent of Curriculum and Instruction and shall perform other duties as determined by the Superintendent of Schools.

2. TERM

The term of employment under this Employment Agreement is July 1, 2020 through June 30, 2023. Prior to June 30, 2021, the Board may vote to extend this contract. Absent such action by the Board, this contract shall terminate on June 30, 2023 in accordance with its terms.

The Assistant Superintendent of Curriculum and Instruction shall provide ninety (90) calendar days' prior written notice to the Superintendent in the event that he wishes to resign or retire from his employment with the Board.

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.

3. **COMPENSATION**

- A. The base annual salary rate for the Assistant Superintendent of Curriculum and Instruction shall be \$213,466.95 for the 2020-2021 contract year. The Board shall vote prior to June 30 of each succeeding year on the annual salary for the Assistant Superintendent of Curriculum and Instruction. The base annual salary for any successive year of this contract shall not be less than the salary for the preceding year.
- B. The Assistant Superintendent of Curriculum and Instruction may arrange to have an elective deferral deducted from his annual salary on a pre-tax basis pursuant to a legally binding salary reduction agreement, to have contributed

as an annual deferral to a Section 457 Plan that meets the requirements of an eligible plan as defined in the applicable regulations issued by the Internal Revenue Service, provided said amount shall not exceed the applicable IRS dollar limits set forth in Sections 457(e) and 414(v) of the Internal Revenue Code for said contract year.

- C. The Assistant Superintendent of Curriculum and Instruction may arrange to have an elective deferral deducted from his annual salary on a pre-tax basis pursuant to a legally binding salary reduction agreement, to have contributed as an elective deferral in accordance with Section 403(b)(12)(A)(ii) of the Internal Revenue Code toward the purchase of a 403(b) annuity with a tax-sheltered annuity company of his choice.
- **D.** If the Assistant Superintendent of Curriculum and Instruction dies during the term of this Agreement, the Board shall continue to pay his salary to his estate for a period of two (2) months following his death.

4. FRINGE BENEFITS AND WORKING CONDITIONS

A. For the 2020-2021 contract year, the Board shall provide for the Assistant Superintendent of Curriculum and Instruction and his eligible dependents the medical and health benefits currently in effect for the Weston Administrators' Association (WAA), provided that he contributes through payroll deductions the same premium co-share costs of such coverage as members of WAA. The insurance plan(s) providing for such benefits shall be revised in accordance with changes, if any, in the plan(s) for the Weston Administrators' Association.

To be eligible to receive these benefits, the Assistant Superintendent of Curriculum and Instruction must submit a written wage deduction authorization permitting the Board to deduct from his salary the appropriate share of the cost of benefits set forth above. The Assistant Superintendent of Curriculum and Instruction may forego or withdraw from full coverage rather than pay his share of the cost of benefits. If he foregoes or withdraws from full coverage rather than pay his share of the cost of benefits, he must satisfy any existing re-entry conditions or limitations of the plan.

Subject to law, including the rules and regulations of the Internal Revenue Service and independent of the requirement that he contribute to the cost of medical benefits and pay deductibles, the Board shall implement and maintain a "Section 125" Salary Reduction Agreement which shall be designed to permit exclusion from taxable income of the Assistant Superintendent of Curriculum and Instruction's share of the health and medical contributions and deductibles to be paid.

- **B.** <u>Life Insurance.</u> The Board shall provide and pay for group term life insurance with a death benefit equal to three (3) times the annual salary for the Assistant Superintendent of Curriculum and Instruction. The insurance shall include additional benefits for accidental death or dismemberment consistent with the insurance in force as of July 1, 2020.
- C. <u>Disability Insurance</u>. The Board shall provide and pay for group disability insurance for the Assistant Superintendent of Curriculum and Instruction providing a monthly income equal to sixty percent (60%) of the base monthly salary, beginning three (3) calendar months after such disability and continuing until age sixty-five (65). To qualify for disability insurance, the responsible insurance carrier must accept the employee into the group. The Assistant Superintendent of Curriculum and Instruction will have the option to purchase additional group disability coverage at the group rate, up to seventy-five percent (75%) of the base monthly salary. If the Assistant Superintendent of Curriculum and Instruction should qualify for disability insurance, the Board will honor the sick day plan as a secondary contributor. The primary contributor under these circumstances will be the contributory and non-contributory coverage provided by one insurance carrier. The combined payments of the insurance carrier and the Board of Education will be no more than 100% of salary. The specific terms and conditions of the disability plan are set forth in the plan document on file at the central office.
- D. Sick Leave. The Assistant Superintendent of Curriculum and Instruction will receive an allowance of eighteen (18) sick days per year, which may be accumulated to a maximum total of 200 days, provided that the number of sick days shall be pro-rated for any partial years of service. Should the Assistant Superintendent of Curriculum and Instruction suffer a long-term or chronic illness before earning at least ninety (90) days of sick leave, the Superintendent shall advance sick leave to the Assistant Superintendent of Curriculum and Instruction not to exceed a total of ninety (90) days, including days previously earned.

During the course of any paid or unpaid leave granted for medical reasons, the Superintendent may periodically require this administrator to provide a statement from his physician indicating the anticipated date that he will return to work, the nature of the illness or disability, and his fitness to return to work. The Superintendent may require that he undergo an examination by a Board-appointed physician, at Board expense, to verify this information.

The Assistant Superintendent of Curriculum and Instruction will not be paid for any unused sick days either during the course of employment or upon separation from employment.

- E. Personal Leave. Up to five (5) days annually (non-cumulative) for personal leave may be granted to the Assistant Superintendent of Curriculum and Instruction at the discretion of the Superintendent, provided that the number of personal days shall be pro-rated for any partial years of service. Such leave shall be for emergencies and other matters of pressing personal concern that cannot be addressed outside of work hours. The Assistant Superintendent of Curriculum and Instruction will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- F. <u>Holidays</u>. All holidays set each year by the school calendar shall be granted to the Assistant Superintendent of Curriculum and Instruction plus the summer holidays of July 4 and Labor Day.
- **G.** Religious Holidays. Upon the approval of the Superintendent, the Assistant Superintendent of Curriculum and Instruction shall be allowed up to two (2) days with pay per year for observance of religious holidays when these days come on a scheduled work day.
- H. Vacation. The Board shall provide the Assistant Superintendent of Curriculum and Instruction twenty-five (25) vacation days annually (exclusive of legal holidays), which days shall not be cumulative. The Assistant Superintendent of Curriculum and Instruction may not carry vacation days over from one year to the next, unless the Superintendent of Schools grants approval in writing for the carryover of vacation in a particular year based on extraordinary circumstances and not to exceed five (5) days. The number of vacation days shall be pro-rated for any partial years of service. The Assistant Superintendent of Curriculum and Instruction will not be paid for any unused vacation days either during the course of employment or upon separation from employment.
- I. <u>Tuition Reimbursement</u>. The Board will set aside the sum of not less than \$3,500 during each contract year for utilization by the Director of Finance and Operations, the Assistant Superintendent of Curriculum and Instruction, the Director of Human Resources, the Director of Digital Learning and Innovation, and the Superintendent of Schools for study at the graduate level.

Retroactive reimbursement will be made for course work completed during the contract year at a rate of 100% of the cost of tuition unless the Director of Finance and Operations, the Assistant Superintendent of Curriculum and Instruction, the Director of Human Resources, the Director of Digital Learning and Innovation, and/or the Superintendent of Schools collectively exceeds the \$3,500 appropriation. If total tuition costs exceed \$3,500, multiplying the amount of each individual's tuition by the amount designated in the pool and dividing this product by the total amount of tuition actually

incurred by the staff members in the pool shall calculate tuition reimbursement.

Requests for tuition reimbursement must be made at least one week prior to the commencement of the course. All course work eligible for reimbursement shall be taken at an accredited institution, shall have prior approval of the Superintendent of Schools, and shall be completed successfully with a grade of "B+" or higher. Reimbursement will be made in the month of August for courses completed during the previous contract year.

- Computer. The Board shall provide the Assistant Superintendent of Curriculum and Instruction with a desktop computer or laptop computer (at the option of the district) for his use at his home and/or in other locations away from the Board's offices. All such equipment shall remain the property of the Board and shall be returned to the district at the end of the term of this Agreement or any extension thereof.
- K. Reimbursement of Expenses. The Board shall reimburse the Assistant Superintendent of Curriculum and Instruction for reasonable expenses (including expenses for travel, meals, and lodging) incurred by the Assistant Superintendent of Curriculum and Instruction in the course of carrying out his responsibilities under this Agreement. The Assistant Superintendent of Curriculum and Instruction shall submit requests for such reimbursement, together with verification of such expenses, in accordance with the district's procedures regarding reimbursement of expenses.

5. **EVALUATION**

The Superintendent of Schools shall evaluate and assess the performance of the Assistant Superintendent of Curriculum and Instruction annually, in accordance with current state statutes and district guidelines pertaining to administrators serving with 092 certification.

6. **TERMINATION**

The Board may terminate this Agreement during its term for one or more of the following reasons:

- (1) Inefficiency or incompetence:
- (2) Ineffective performance;
- (3) Insubordination;
- (4) Moral misconduct;
- (5) Disability, as shown by competent medical evidence;
- (6) Other due and sufficient cause.

Prior to taking such action, the Board, acting through the Superintendent, shall provide the Assistant Superintendent with written notice of his/her reason(s) for recommending termination. Upon the written request of the Assistant Superintendent no more than five (5) days thereafter, the Board of Education shall conduct a hearing in executive session

(unless the Assistant Superintendent requires open session) concerning that recommendation. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final. Action taken to terminate employment in accordance with the provisions of Conn. Gen. Stat. Section 10-151, if any, shall take precedence and shall operate to terminate this Agreement as well.

. 7. **GENERAL PROVISIONS**

- A. The Assistant Superintendent of Curriculum and Instruction shall hold appropriate certification (Endorsement 092- Intermediate Supervision and Administration) from the State Department of Education as a condition precedent to this Agreement, and the Assistant Superintendent of Curriculum and Instruction shall maintain such certification in effect to maintain this position throughout any term of employment with the Weston Board of Education.
- B. 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.
- C. This Agreement 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 for the term prescribed herein.

IN WITNESS WEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date $\frac{10/30/20}{30/30}$

Assistant Superintendent of Curriculum and Instruction

Anthony Pesco, Ph.D.

Chairperson, Weston Board of Education

DIRECTOR OF FINANCE AND OPERATIONS EMPLOYMENT AGREEMENT BOARD OF EDUCATION, WESTON, CONNECTICUT

The Board of Education of the Town of Weston, Connecticut (hereinafter referred to as the "Board") hereby agrees to employ Phillip M. Cross (hereinafter referred to as the Director of Finance and Operations) under the terms and conditions hereinafter set forth.

1. DUTIES

Under the direction and supervision of the Superintendent of Schools and/or designee, the Director of Finance and Operations shall perform the duties as set forth in the job description for the position of Director of Finance and Operations and all related duties and responsibilities as determined and assigned by the Superintendent of Schools and/or designee.

2. TERM

The term of employment under this Employment Agreement is July 1, 2020 through June 30, 2023. Prior to June 30, 2022, the Board may vote to extend this contract. Absent such action by the Board, this contract shall terminate on June 30, 2023 in accordance with its terms.

The Director of Finance and Operations shall provide ninety (90) calendar days' prior written notice to the Superintendent of Schools in the event that he wishes to resign or retire from his employment.

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.

3. COMPENSATION

The base annual salary rate for the Director of Finance and Operations shall be \$178,325 for the 2020-2021 contract year. The Board shall vote prior to June 30 on the annual salary for the succeeding year for the Director of Finance and Operations.

4. OTHER BENEFITS

The following are the specific benefits of the Employment Agreement for the Director of Finance and Operations for the Weston Public Schools:

A. Health Insurance Benefits. For the 2020-2021 contract year, the Board shall provide for the Director of Finance and Operations and his eligible dependents the medical and health benefits currently in effect for the Weston Administrators' Association, provided that he contributes through payroll deductions at the same cost of premium co-share as respective bargaining unit members. The premium contribution percentage applicable to the Director of Finance and Operations for subsequent contract years shall be determined

annually by the Board in conjunction with the Board's salary determination for such contract years. The insurance plan(s) shall be revised in accordance with changes, if any, in the plan(s) for the Weston Administrators' Association.

To be eligible to receive these benefits, the Director of Finance and Operations must submit a written wage deduction authorization permitting the Board to deduct from his salary the appropriate share of the cost of benefits set forth above. The Director of Finance and Operations may forego or withdraw from full coverage rather than pay his share of the cost of benefits. If he foregoes or withdraws from full coverage rather than pay his share of the cost of benefits, he must satisfy any existing re-entry conditions or limitations of the plan.

- **B.** Pension Plan. The Director of Finance and Operations shall be covered by the Connecticut Municipal Employees Retirement Fund, Plan B.
- C. <u>Life Insurance</u>. The Board shall provide life insurance for the Director of Finance and Operations with premiums paid by the Board equal to three times (3x) the employee's annual salary. The insurance shall include additional benefits for accidental death or dismemberment consistent with the insurance in force as of July 1, 2020.
- D. Disability Insurance. The Board shall provide and pay for group disability insurance for the Director of Finance and Operations providing a monthly income equal to 60% of the base monthly salary, beginning three (3) calendar months after such disability and continuing until age 65. To qualify for disability insurance, the responsible insurance carrier must accept the employee into the group. The Director of Finance and Operations will have the option to purchase additional group disability coverage at the group rate, up to 75% of the base monthly salary. If the Director of Finance and Operations should qualify for disability insurance, the Board will honor the sick day plan as a secondary contributor. The primary contributor under these circumstances will be the contributory and non-contributory coverage provided by one insurance carrier. The combined payments of the insurance carrier and the Board of Education will be no more than 100% of salary. The specific terms and conditions of the disability plan are set forth in the plan document on file at the central office.
- E. Sick Leave. The Director of Finance and Operations will receive an allowance of eighteen (18) sick days per year, which may be accumulated to a maximum total of 200 days, provided that the number of sick days shall be pro-rated for any partial years of service. Should the Director of Finance and Operations suffer a long-term or chronic illness before earning at least ninety (90) days of sick leave, the Superintendent may advance sick leave to the Director of Finance and Operations not to exceed a total of ninety (90) days, including days previously earned.

During the course of any paid or unpaid leave granted for medical reasons, the Superintendent may periodically require this administrator to provide a statement from his physician indicating the anticipated date that he will return to work, the nature of the illness or disability, and his fitness to return to work. The Superintendent may require

that he undergo an examination by a Board-appointed physician, at Board expense, to verify this information.

The Director of Finance and Operations will not be paid for any unused sick days either during the course of employment or upon separation from employment.

- F. Personal Leave. Up to five (5) days annually (non-cumulative) for personal leave may be granted to the Director of Finance and Operations at the discretion of the Superintendent of Schools. Such leave shall be for emergencies and other matters of pressing personal concern that cannot be addressed outside of work hours. The Director of Finance and Operations will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- G. <u>Holidays</u>. All holidays set each year by the school calendar shall be granted to the Director of Finance and Operations, plus the summer holidays of July 4 and Labor Day.
- **H.** Religious Holidays. Upon the approval of the Superintendent, the Director of Finance and Operations shall be allowed up to two (2) days with pay per year for observance of religious holidays when these days come on a scheduled school day.
- I. <u>Vacation Days.</u> The Board shall provide the Director of Finance and Operations twenty (25) vacation days annually (exclusive of legal holidays), which days shall not be cumulative. The Director of Finance and Operations may not carry vacation days over from one year to the next, unless the Superintendent of Schools grants approval in writing for the carryover of vacation in a particular year based on extraordinary circumstances and not to exceed five (5) days. The number of vacation days shall be pro-rated for any partial years of service. The Director of Finance and Operations will not be paid for any unused vacation days either during the course of employment or upon separation.
- J. <u>Computer</u>. The Board shall provide the Director of Finance and Operations with a desktop computer or laptop computer (at the option of the district) for his use at his home and/or other locations away from the Board's offices. All such equipment shall remain the property of the Board and shall be returned to the district at the end of the term of this Agreement or any extension thereof.
- **K.** <u>Professional Conferences.</u> Professional conference/workshop funds for training and skill advancement may be available for the Director of Finance and Operations, upon prior approval by the Superintendent.
- L. <u>Tuition Reimbursement</u>. The Board will set aside the sum of not less than \$3,500 during each contract year for utilization by the Director of Finance and Operations, the Assistant Superintendent of Curriculum and Instruction, the Assistant Superintendent of Pupil Personnel Services, the Director of Human Resources, and the Superintendent of Schools for study at the graduate level.

Retroactive reimbursement will be made for course work completed during the contract year at a rate of 100% of the cost of tuition unless the Assistant Superintendent of Curriculum and Instruction, the Assistant Superintendent of Pupil Personnel Services, the Director of Human Resources, the Director of Finance and Operations and/or the Superintendent of Schools collectively exceeds the \$3,500 appropriation. If total tuition costs exceed \$3,500, multiplying the amount of each individual's tuition by the amount designated in the pool and dividing this product by the total amount of tuition actually incurred by the staff members in the pool shall calculate tuition reimbursement.

Requests for tuition reimbursement must be made at least one week prior to the commencement of the course. All course work eligible for reimbursement shall be taken at an accredited institution, shall have prior approval of the Superintendent of Schools, and shall be completed successfully with a grade of "B+" or higher. Reimbursement will be made in the month of August for courses completed during the previous contract year.

5. EVALUATION

The Superintendent shall evaluate and assess the performance of the Director of Finance and Operations in accordance with the Board's policy on evaluation of supervisory support personnel.

6. TERMINATION

The Board may terminate this Agreement during its term for one or more of the following reasons:

- (1) Inefficiency or incompetence:
- (2) Ineffective performance;
- (3) Insubordination;
- (4) Moral misconduct;
- (5) Disability, as shown by competent medical evidence;
- (6) Other due and sufficient cause.

Prior to taking such action, the Board, acting through the Superintendent, shall provide the Director of Finance and Operations with written notice of his/her reason(s) for recommending termination. Upon the written request of the Director of Finance and Operations no more than five (5) days thereafter, the Board of Education shall conduct a hearing in executive session (unless Director of Finance and Operations requires open session) concerning that recommendation. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

7. GENERAL PROVISIONS

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.

This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties for the term prescribed herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date $\frac{11/b/20}{9}$

Phillip Cross

Director of Finance and Operations

Chairperson, Weston Board of Education

DIRECTOR OF FACILITIES EMPLOYMENT AGREEMENT BOARD OF EDUCATION, WESTON, CONNECTICUT

The Board of Education of the Town of Weston, Connecticut (hereinafter referred to as the "Board") hereby agrees to employ Michael Delmastro (hereinafter referred to as the Director of Facilities) under the terms and conditions hereinafter set forth.

1. **DUTIES**

Under the direction and supervision of the Director of Finance and Operations the Director of Facilities shall be responsible for all aspects of management and maintenance of facilities, including but not limited to athletic fields and grounds. The Director of Facilities shall perform the duties as set forth in the job description for the position of Director of Facilities and all related duties as determined and assigned by the Director of Finance and Operations or Superintendent of Schools.

2. TERM

The term of employment under this Employment Agreement is July 1, 2020 through June 30, 2022. Prior to June 30, 2021, the Board may vote to extend this contract. Absent such action by the Board, this contract shall terminate on June 30, 2022 in accordance with its terms.

The Director of Facilities shall provide sixty (60) calendar days' prior written notice to the Superintendent of Schools in the event that he wishes to resign or retire from his employment.

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.

3. COMPENSATION

The base annual salary rate for the Director of Facilities shall be \$132,470 for the 2020-2021 contract year. The Board shall vote prior to June 30 of each succeeding year on the annual salary for the Director of Facilities.

4. OTHER BENEFITS

The following are the specific benefits of the Employment Agreement for the Director of Facilities for the Weston Public Schools:

A. Health Insurance Benefits. For the 2020-2021 contract year, the Board shall provide for the Director of Facilities and his eligible dependents the medical and health benefits currently in effect for the Weston Administrators' Association, provided that he contributes through payroll deductions at the same cost of premium co-share as respective bargaining unit members. The premium contribution percentage applicable to

the Director of Facilities for subsequent contract years shall be determined annually by the Board in conjunction with the Board's salary determination for such contract years. The insurance plan(s) shall be revised in accordance with changes, if any, in the plan(s) for the Weston Administrators' Association.

To be eligible to receive these benefits, the Director of Facilities must submit a written wage deduction authorization permitting the Board to deduct from his salary the appropriate share of the cost of benefits set forth above. The Director of Facilities may forego or withdraw from full coverage rather than pay his share of the cost of benefits. If he foregoes or withdraws from full coverage rather than pay his share of the cost of benefits, he must satisfy any existing re-entry conditions or limitations of the plan.

- **B.** Pension Plan. The Director of Facilities shall be covered by the Connecticut Municipal Employees Retirement Fund, Plan B.
- C. <u>Life Insurance</u>. The Board shall provide life insurance for the Director of Facilities with premiums paid by the Board equal to three times (3x) the employee's annual salary. The insurance shall include additional benefits for accidental death or dismemberment consistent with the insurance in force as of July 1, 2018.
- Disability Insurance. The Board shall provide and pay for group disability insurance for the Director of Facilities providing a monthly income equal to 60% of the base monthly salary, beginning three (3) calendar months after such disability and continuing until age 65. To qualify for disability insurance, the responsible insurance carrier must accept the employee into the group. The Director of Facilities will have the option to purchase additional group disability coverage at the group rate, up to 75% of the base monthly salary. If the Director of Facilities should qualify for disability insurance, the Board will honor the sick day plan as a secondary contributor. The primary contributor under these circumstances will be the contributory and non-contributory coverage provided by one insurance carrier. The combined payments of the insurance carrier and the Board of Education will be no more than 100% of salary. The specific terms and conditions of the disability plan are set forth in the plan document on file at the central office.
- E. <u>Sick Leave</u>. The Director of Facilities will accrue sick leave at 1.50 days per month to a maximum of eighteen (18) days per contract year, accumulating to a maximum of one hundred ninety (190) days.
- F. Personal Leave. Up to five (5) days annually (non-cumulative) for personal leave may be granted to the Director of Facilities at the discretion of the Superintendent of Schools. Such leave shall be for emergencies and other matters of pressing personal concern that cannot be addressed outside of work hours. The Director of Facilities will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- G. <u>Holidays</u>. All holidays set each year by the school calendar shall be granted to the Director of Facilities, plus the summer holidays of July 4 and Labor Day.

- **H.** Religious Holidays. Upon the approval of the Superintendent, the Director of Facilities shall be allowed up to two (2) days with pay per year for observance of religious holidays when these days come on a scheduled school day.
- Vacation Days. The Board shall provide the Director of Facilities twenty-five (25) vacation annually exclusive of legal holidays), which days shall not be cumulative. The Director of Facilities may not carry vacation days over from one year to the next, unless the Superintendent of Schools grants approval in writing for the carryover of vacation in a particular year based on extraordinary circumstances and not to exceed five (5) days. The number of vacation days shall be pro-rated for any partial years of service. The Director of Facilities will not be paid for any unused vacation days either during the course of employment or upon separation.
- J. <u>Computer</u>. The Board shall provide the Director of Facilities with a desktop computer or laptop computer (at the option of the district) for his use at his home and/or other locations away from the Board's offices. All such equipment shall remain the property of the Board and shall be returned to the district at the end of the term of this Agreement or any extension thereof.
- **K.** <u>Professional Conferences.</u> Professional conference/workshop funds for training and skill advancement may be available for the Director of Facilities, upon prior approval by the Director of Finance and Operations.

5. EVALUATION

The Director of Finance and Operations shall evaluate and assess the performance of the Director of Facilities in accordance with the Board's policy on evaluation of supervisory support personnel.

6. TERMINATION

The Board may terminate this Agreement during its term for one or more of the following reasons:

- (1) Inefficiency or incompetence;
- (2) Ineffective performance;
- (3) Insubordination:
- (4) Moral misconduct;
- (5) Disability, as shown by competent medical evidence;
- (6) Other due and sufficient cause.

Prior to taking such action, the Board, acting through the Superintendent, shall provide the Director of Facilities with written notice of his/her reason(s) for recommending termination. Upon the written request of the Director of Facilities no more than five (5) days thereafter, the Board of Education shall conduct a hearing in executive session (unless Director of Facilities

requires open session) concerning that recommendation. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

7. GENERAL PROVISIONS

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.

This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties for the term prescribed herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date $11/2/20$	Michael Delmastro Director of Facilities
Date	Anthony Pesco, Ph.D. Chairperson, Weston Board of Education

requires open session) concerning that recommendation. After such hearing, the Board shall vote in public session on such recommendation, and any such action shall be final.

7. GENERAL PROVISIONS

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.

This Agreement contains the entire agreement between the parties. It may not be amended orally but may be amended only by agreement in writing signed by both parties. Commencing upon signing, it supersedes all prior agreements between the parties for the term prescribed herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date	Michael Delmastro
	Director of Facilities
. / /	arthony Pesco
Date 6/30/20	Dagge Ph D
•	Chairperson, Weston Board of Education