

**DIRECTOR OF DIGITAL LEARNING AND TECHNOLOGY
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 Daniel DiVito (hereinafter referred to as the Director of Digital Learning and Technology) under the terms and conditions hereinafter set forth.

1. DUTIES

Under the direction and supervision of the Superintendent, the Director of Digital Learning and Technology shall perform the duties as set forth in the job description for the position of Director of Digital Learning and Technology and all related duties and responsibilities as determined and assigned by the Superintendent of Schools.

2. TERM

The term of employment under this Employment Agreement is July 1, 2022, through June 30, 2024. Prior to June 30, 2023, the Board may vote to extend this contract. Absent such action by the Board, this contract shall terminate on June 30, 2024, in accordance with its terms.

The Director of Digital Learning and Technology 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 Digital Learning and Technology shall be \$167,281.00 for the 2022-2023 contract year. The Board shall vote prior to June 30 of each succeeding year on the annual salary for the Director of Digital Learning and Technology.

4. OTHER BENEFITS

The following are the specific benefits of the Employment Agreement for the Director of Digital Learning and Technology for the Weston Public Schools:

- A. Health Insurance Benefits.** For the 2022-2023 contract year, the Board shall provide for the Director of Digital Learning and Technology 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 Digital Learning and

Technology 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 Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology shall be covered by the Connecticut Municipal Employees Retirement Fund, Plan B.
- C. Life Insurance.** The Board shall provide life insurance for the Director of Digital Learning and Technology 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, 2021.
- D. Disability Insurance.** The Board shall provide and pay for group disability insurance for the Director of Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology 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 Digital Learning and Technology will not be paid for any unused personal days either during the course of employment or upon separation from employment.
- G. **Holidays.** All holidays set each year by the school calendar shall be granted to the Director of Digital Learning and Technology, plus the summer holidays of July 4 and Labor Day.
- H. **Religious Holidays.** Upon the approval of the Superintendent, the Director of Digital Learning and Technology 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. **Vacation Days.** The Board shall provide the Director of Digital Learning and Technology twenty (25) vacation days annually (exclusive of legal holidays), which days shall not be cumulative. The Director of Digital Learning and Technology may not carry vacation day 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 Digital Learning and Technology will not be paid for any unused vacation days either during the course of employment or upon separation.
- J. **Computer.** The Board shall provide the Director of Digital Learning and Technology 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. **Professional Conferences.** Professional conference/workshop funds for training and skill advancement may be available for the Director of Digital Learning and Technology, upon prior approval by the Superintendent.
- L. **Tuition Reimbursement.** 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, Director of Pupil Personnel Services, the Director of Digital Learning and Technology, the Human Resources Manager, 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, Director of Pupil Personnel Services, the Director of Digital Learning and Technology, the Human Resources Manager, and 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 Assistant Superintendent of Curriculum and Instruction shall evaluate and assess the performance of the Director of Digital Learning and Technology 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 Digital Learning and Technology with written notice of his/her reason(s) for recommending termination. Upon the written request of the Director of Digital Learning and Technology no more than five (5) days thereafter, the Board of Education shall conduct a hearing in executive session (unless Director of Digital Learning and Technology 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.

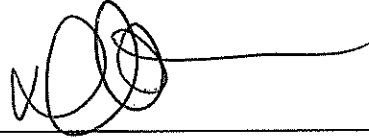
7. GENERAL PROVISIONS

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.

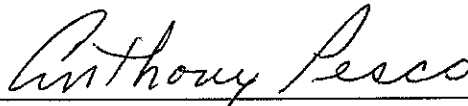
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates hereinafter set forth.

Date: 7/19/22



Daniel DiVito
Director of Digital Learning and Technology

Date: 6/30/22



Anthony Pesco, Ph.D.
Chairperson, Weston Board of Education