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CYNTHIA LADWIG  
TOWN CLERK

## EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made by and between the Stonington Board of Education, located at 49 North Stonington Road, Old Mystic, Connecticut, having a mailing address at P.O. Box 479 Old Mystic, Connecticut 06372 (the "Board"), and Christopher Williston, residing at 499 River Road, Apt. A, Mystic, CT 06355, ("Mr. Williston") (collectively, the "parties").

**WHEREAS**, the Board desires to employ Mr. Williston in the position of Technology Director; and

**WHEREAS**, Mr. Williston desires to accept employment by the Board in the position of Technology Director;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### 1. EMPLOYMENT

The Board hereby employs Mr. Williston in the position of Technology Director and Mr. Williston accepts such employment pursuant to the terms and conditions set forth in this Agreement.

### 2. TERM OF AGREEMENT

This Agreement shall commence on the date this Agreement is approved by the Board and expire on June 30, 2020. For purposes of compensation and benefits as set forth in this Agreement, the Term of this Agreement shall be February 22, 2019 through June 30, 2020 (the "Term"). The parties agree that in the event that either the Board or Mr. Williston do not agree to either extend this Agreement beyond June 30, 2020, or do not negotiate a successor agreement, Mr. Williston's employment with the Board shall terminate effective June 30, 2020. Contingent upon Board of Education approval.

### 3. TERMINATION

- a) The parties may, by mutual consent, terminate this Agreement at any time.
- b) Mr. Williston shall be entitled to terminate the contract upon written notice of ninety (90) days to the Board, except that the ninety-day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by Mr. Williston to the Board, duly noticed, and included in the minutes of a Board meeting, is acceptable.
- c) The Superintendent, duly authorized, may terminate this Agreement during its term for one or more of the following reasons:
  - i. Inefficiency, incompetence or ineffectiveness;
  - ii. insubordination against reasonable rules of the Board;
  - iii. moral misconduct;

- iv. disability, as shown by competent medical evidence;
- v. elimination of the position of Technology Director; and
- vi. Other due and sufficient cause.

In the event the Superintendent seeks to terminate this Agreement for one of the above reasons, he/she shall serve on Mr. Williston written notice that termination of this Agreement is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Superintendent of written notice that termination of the Agreement is under consideration, Mr. Williston may file with the Superintendent a written request for a hearing before the Superintendent whom shall render his/her decision within fifteen (15) days of such hearing and shall be based on the evidence presented at the hearing. Such hearing shall be public at the option of Mr. Williston. Mr. Williston shall have the right to his own counsel, at his own expense. Any time limits established herein may be waived by mutual agreement of the parties.

- d) If Mr. Williston is terminated on account of disability as shown by competent medical evidence, he shall be paid the accumulated sick leave, vacation, and insurance benefits provided in this Agreement.

#### 4. **COMPENSATION AND WORK SCHEDULE**

- a) **Salary.** For services rendered under this Agreement, unless otherwise specified, Mr. Williston shall be compensated on an annual prorated salary basis of ninety-three thousand dollars (\$93,000.00) during the 2-21-19 through 6-30-2019 work year, ninety-eight thousand dollars (\$98,000.00) per year during the 2019-2020 work year. Salary shall be paid in installments, via direct deposit, payable biweekly payable biweekly except in an occasional year when there may be a three week gap between pays and subject to required deductions for state and federal tax withholdings, social security, Medicare, and other deductions in accord with the Board's regular payroll practices and subject to required deductions for state and federal tax withholdings, social security, Medicare, and other deductions in accord with the Board's regular payroll practices which Mr. Williston hereby authorizes.
- b) **Work Year.** For purposes of payment of Mr. Williston's annual salary, the provision of annual benefits, and any other reference to the work year of Mr. Williston, express or implied, Mr. Williston's work year shall be July 1 to June 30. Although the commencement date of the initial Term of this Agreement occurs after July 1, it is intended that Mr. Williston receive salary and any benefits provided in this Agreement for the entire 2018-2019 work year, and therefore, certain terms and conditions of this Agreement shall be treated as retroactively effective as of February 22, 2019.
- c) **Regular Work Schedule.**  
The Technology Director position is classified as exempt from the minimum wage and overtime provisions of state and federal law. Nevertheless, it is understood and agreed that Mr. Williston is expected to work during the regular

operating hours of the Central Office of Stonington Public Schools (the "District"). In addition, it is understood and agreed that Mr. Williston shall be available outside the District's regular operating hours to conduct the business of the District while serving as Technology Director, and that he is expected to be available to respond as needed to carry out the responsibilities of the position outside regular office hours.

## **5. BENEFITS**

a) **Insurance.** Effective March 1, 2019, the Board shall provide the following insurance benefits:

i. **Medical.** Mr. Williston may elect to receive medical insurance benefits provided by the Board. Mr. Williston may select either the Preferred Provider Organization ("PPO") plan, or the High Deductible Health Plan ("HDHP"), as described below. Mr. Williston's premium share contribution shall be as follows:

- March 1, 2019 – June 30, 2019: sixteen and one-half percent (16.5%)
- July 1, 2019 – June 30, 2020: seventeen percent (17%)

The HDHP shall be considered the core insurance plan. Effective March 1, 2019, if Mr. Williston wishes to enroll or remain enrolled in the PPO plan, the Board will contribute toward the cost of that plan an amount equal to the following: the dollar amount contributed by the Board toward the premium of the HDHP for Mr. Williston's coverage level (single, two-person or family coverage). If enrolled in the PPO plan, Mr. Williston shall pay the full difference between the dollar amount contributed by the Board and the full cost of the PPO plan.

### **High Deductible Health Plan (HDHP)**

- \$2,000.00 single and \$4,000.00 two-person/family deductible for in-network services. Once the deductible is met there shall be no coinsurance in-network for covered services, except for prescriptions.
- Upon satisfaction of the HDHP deductible, prescriptions subject to a managed three tier drug rider with co-pays of \$10.00 Generic/\$25.00 Brand Name/\$40.00 Non Formulary Brand Name co-pay (unlimited maximum) (2x retail co-payment for 90-day supply).
- Bariatric bypass surgery (covered);
- Infertility benefits are subject to the state mandate limits;
- High-cost diagnostics: 0% after deductible (in-network). Prior authorization required.
- Out of pocket maximum: in-network \$4,000.00 for the individual and \$6,850.00 for the family.
- Out of network medical services will be subject to an 80% plan/20% member coinsurance.
- Out of pocket maximum: out of network \$4,000.00 for the individual and \$8,000.00 for the family.

If enrolled in the HDHP, Mr. Williston shall have a Health Savings Account (HSA) to defray deductible expenses.

- For the March 1, 2019 through June 30, 2019 work year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the established HSA. The Board's contribution toward the deductible will be deposited into the HSA on or about July 1, 2018.
- For the July 1, 2019 through June 30, 2020 work year, the Board will contribute fifty percent (50%) of the applicable deductible amount into the established HSA. The Board's contribution toward the deductible will be deposited into the HSA on or about July 1, 2019.

Mr. Williston's contribution toward the deductible shall either be, at Mr. Williston's option, via payroll deduction or contributed directly by Mr. Williston into his HSA. An HSA is not health insurance, it is a bank account. The Board's contribution toward funding the deductible is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for active employees. A Health Reimbursement Account ("HRA") will be offered to Mr. Williston if enrolled in the HDHP and not eligible for an HSA. The Board's annual contribution toward the HRA shall be equal to the annual contribution toward the HSA (based upon Mr. Williston's level of insurance (single, single + 1 or family)

- ii. **Dental.** Mr. Williston may elect to receive dental insurance benefits provided by the Board. Mr. Williston's premium share contribution for dental coverage shall be the same as for medical coverage. The Board shall provide Dental coverage including Dental Riders A and B through Blue Cross.
- iii. **Waiver.** Mr. Williston may elect to waive medical and dental insurance benefits and, in lieu thereof, be remunerated in the amount of twenty percent (20%) of the applicable C.O.B.R.A. rate for a single employee or premium as appropriate not to exceed three thousand dollars (\$3,000.00). Such remuneration shall be paid twice per work year, on or about December 1 and June 1. If choosing this option, Mr. Williston shall be able to change his option on July 1, for any reason, and no more than one time during each year if there has been a significant change in his circumstances, such as divorce, death of a spouse, etc., which warrants such change in option. Such request for change must be presented, in writing, to the Director of Finance at least sixty (60) days prior to the beginning of the month in which the change is to take effect. Upon receipt of the revocation of waiver, coverage by the insurer shall be subject to any regulations, which may include waiting periods and proof of insurability, which may then be in effect. Waivers under this section are subject to the approval of the applicable insurance carrier.
- iv. **Life.** Mr. Williston will be provided group life insurance coverage in the amount of two times (2x) Mr. Williston's annual salary.
- v. The Board may change or substitute insurance carriers or managed care organizations for the above-referenced insurance benefit programs.

- b) **Vacation Leave.** Mr. Williston will be provided twenty-five (25) days of paid vacation leave on July 1 of each work year during the Term of this Agreement. With the approval of the Superintendent of Schools a maximum of five days may be carried over from the previous year. In the event that Mr. Williston terminates his employment with the Board under this Agreement during the work year, the Board may elect to require Mr. Williston to use unused days of vacation leave prior to termination of employment. In the event that Mr. Williston's employment is terminated, except if the Board terminates Mr. Williston for cause, Mr. Williston will be compensated for unused accrued days of vacation leave up to a maximum of eight (8) days.
- c) **Sick Leave.** Mr. Williston will be provided twenty (20) days of paid sick leave for his own illness or injury on July 1 of each work year during the Term of this Agreement. Unused sick leave is cumulative, so long as Mr. Williston remains continuously employed by the Board, up to a maximum of two hundred (200) days. Eight (8) of the provided number of days of paid sick leave may be used in each work year for Mr. Williston's spouse's, domestic partner's, child's, or step-child's illness. Such days do not accrue or accumulate independently of the accrual set forth above. The Superintendent shall be permitted to request a certificate from the treating physician regarding the illness. The provision of sick leave by the Board to Mr. Williston and the use of sick leave by Mr. Williston shall comply with the sick leave policies of the Board.
- d) **Holidays.** Mr. Williston will be provided twelve (12) paid holidays as follows:
- |                            |                            |
|----------------------------|----------------------------|
| Labor Day                  | New Year's Day             |
| Columbus Day               | Martin Luther King Jr. Day |
| Veterans Day               | Presidents' Day            |
| Thanksgiving Day           | Good Friday                |
| Day after Thanksgiving Day | Memorial Day               |
| Christmas Day              | Independence Day           |
- e) **Bereavement Leave.** Mr. Williston shall be entitled to five (5) days of bereavement leave with pay for absences due to the death of a member of Mr. Williston's immediate family. Such leave must encompass the date of the actual funeral, be for attendance at the funeral, and be taken on consecutive workdays unless there is more than one qualifying event in a work year. Consecutive workdays are defined as actual workdays and shall not encompass weekends or holidays if Mr. Williston is not scheduled to work on such days. Immediate family shall be defined as the employee's spouse, domestic partner, parent, child, step-parent, step-child, grandparent, grandchild, sibling, son-in-law, and daughter-in-law. This leave will also be allowed in the event of the death of the employee's spouse or domestic partner's parent, child, step-parent, step-child, grandparent, grandchild, sibling, son-in-law, daughter-in-law, brother, brother-in-law, sister,

sister-in-law or others domiciled in the home. Additional days may be approved by the Superintendent of Schools for extenuating circumstances.

- e) Mr. Williston shall be entitled to one (1) day with pay for absences due to the death of a member of the employee's non-immediate family. Non-immediate family shall be defined as the employee's, or the employee's spouse or domestic partner's, aunt, uncle, niece, or nephew.
  - f) **Jury Duty Leave.** If Mr. Williston is called for jury duty on a regularly scheduled work day for Mr. Williston, Mr. Williston shall be paid his regular pay less an amount equal to that received by a juror in accordance with state law.
  - g) **Maternity Leave.** Mr. Williston will be provided up to three (3) days per work year of maternity leave with pay for his assistance at the birth or adoption of his child(ren). The Board shall further grant Mr. Williston maternity leave in accordance with federal and state law and regulations as required.
  - h) **Other Paid Leave.** If absent from work due to an accident or injury which occurred in the performance of his duties, Mr. Williston shall be paid any amount received from workers' compensation with no supplemental payment from the Board and no charge against his accrued sick leave. The period of such payment shall not exceed the duration of this Agreement.
  - i) **Unpaid Leave.** At the Board's discretion, Mr. Williston may be granted a leave of absence without pay for a limited, definite period not to exceed six (6) calendar months for the following reasons: (i) For health reasons, upon documented advice of a physician; and (ii) for other personal reasons subject to the review, recommendation, and approval of the Superintendent. Leaves of absence may not be granted for the purpose of gainful employment elsewhere. Application for such leave of absence must be made in writing stating the reason for the request and length of time desired. A leave of absence expires automatically on the date defined when the leave absence is granted. If an extension is necessary, it must be approved by the Superintendent. A leave of absence may be granted in accordance with the federal Family and Medical Leave Act (FMLA) if qualifying thereunder. If granted a leave of absence, Mr. Williston may be required to exhaust all available leave, including vacation leave, sick leave, and personal leave, while on a leave of absence at the discretion of the Superintendent or his/her designee(s).
6. **Retirement.** Mr. Williston shall be eligible for the Town of Stonington Retirement Plan under the regulations described in the plan. Mr. Williston's shall contribute three percent (3%) of his annual salary to the plan in accordance with the Pension Plan documents. If Mr. Williston retires prior to reaching age sixty-five (65) or becoming eligible for Medicare, Mr. Williston may remain a member of the medical insurance plan until he reaches age sixty-five (65) or becomes eligible for Medicare, but he shall be responsible for the entire cost of the premium.

- a) The Board shall reimburse Mr. Williston for the use of his personal automobile for Board business purposes, as authorized by the Superintendent, at a mileage rate established by the Board. In addition to a mileage allowance, compensation will be made for related charges such as parking lot fees and toll charges upon presentation of receipts.
- b) Compensation, including travel, lodging, and registration fees, for participation in official meetings, workshops, conferences, and/or training which will enhance Mr. Williston's value to the Board and the District may be approved by the Superintendent.
- c) The Board agrees to reimburse Mr. Williston for up to six (6) hours (three (3) hours per semester for a total of two (2) semesters) for courses in technology/education at an accredited college or university which reimbursement rate per credit shall not exceed the University of Connecticut's credit rate when evidence of the following is presented: Receipt of a grade of B or better in said course(s) while completing the course(s) within the contractual limits of employment.

7. **QUALIFICATIONS**

Throughout the Term of this Agreement, Mr. Williston agrees to maintain any certifications, licenses, or any other qualifications required for the position by the Board, Superintendent, or federal or Connecticut state law and regulation.

8. **PERFORMANCE EVALUATION**

The Assistant Superintendent for Curriculum and Instruction shall be the Technology Director's immediate supervisor and shall review and evaluate the performance of Mr. Williston annually.

9. **PHYSICAL EXAMINATION**

Mr. Williston agrees to submit to a complete physical examination by a qualified physician of the Board's or the Superintendent's choosing whom may be the school health officer, when, in the opinion of the Board or the Superintendent, it is desirable. The physician conducting the physical examination shall file a report with the Board or the Superintendent certifying that Mr. Williston is able to perform the essential functions of the position.

10. **BOARD PROPERTY**

Upon termination of this Agreement, Mr. Williston shall deliver all property (including keys, records, notes, data, memoranda, and equipment) to the Board that is in Mr. Williston's possession or under Mr. Williston's control, which is the Board's property or related to Board business.

11. **BOARD POLICIES, REGULATIONS, & RULES**

Mr. Williston agrees to comply with all policies, regulations, and rules of the Board.

12. **AMENDMENT**

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.

13. **INVALID PROVISIONS**

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.



14. **WAIVER**

No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach.

15. **PARAGRAPH HEADINGS**

The titles to the paragraphs 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.

16. **SURVIVORSHIP**

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 Mr. Williston.

17. **CONSTRUCTION AND RESOLUTION OF DISPUTES**

This Agreement and the rights of the parties hereunder shall be governed 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.

18. **ATTORNEYS' FEES**

In the event that any action is filed in relation to this Agreement, the parties agree that neither party shall be responsible for the payment of the other parties' attorneys' fees.

19. **ENTIRE AGREEMENT**

This Agreement constitutes the sole, only, and entire agreement between the Board and Mr. Williston with respect to the subject matter specifically referenced herein. This Agreement supersedes all other 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 hereto have executed this Agreement as of the date last set forth below.

By:

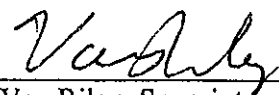
  
Christopher Williston

Date:

2/21/19

**STONINGTON BOARD OF EDUCATION**

By:

  
Dr. Van Riley, Superintendent  
Duly Authorized

Date:

2-22-19