

WESTON PUBLIC SCHOOLS  
Weston, MA 02493

SUPERINTENDENT OF SCHOOLS  
CONTRACT OF EMPLOYMENT

THIS AGREEMENT is made as of July 12, 2018 between the Weston School Committee, Weston, Massachusetts (“Committee”), and [REDACTED] (the “Superintendent”). This contract replaces any previous agreements between the parties.

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **EMPLOYMENT:** The Committee hereby employs [REDACTED] as Superintendent of the Weston Public Schools (the “Superintendent”) and the Superintendent hereby accepts employment on the following terms and conditions:
2. **TERMS:** The term of employment of this Agreement shall commence on or about July 1, 2018, and shall continue in accordance with Section 4.
3. **COMPENSATION:** In consideration of an annual salary of \$216,000, for the fiscal year commencing July 1, 2018, the Superintendent agrees to perform faithfully the duties of Superintendent of the Weston Public Schools. The annual salary for the fiscal year commencing July 1, 2019 shall be \$221,400, which amount is equal to the annual salary for fiscal year commencing July 1, 2018 as set forth above, increased by 2.50%. The annual salary for the fiscal year commencing July 1, 2020 shall be \$226,935, which amount is equal to the annual salary for fiscal year commencing July 1, 2019 as set forth above, increased by 2.50%. The annual salary shall be paid in equal installments in accordance with the existing policies governing payment of other managerial staff members employed by the Committee.

The Superintendent’s salary, specific benefits or compensation of any kind shall not be reduced during the life of this agreement or any addendum, modification or amendment thereto, unless by mutual agreement.

4. **DURATION OF EMPLOYMENT:**

- A) This contract shall be in effect for a term of three (3) years, beginning on July 1, 2018, and continuing through June 30, 2021, subject to the terms of this section.
- B) On July 1, 2021, the duration of this contract shall automatically be extended by one year, except that automatic extension shall not occur if either of the following sequences occur:
  1. The School Committee votes at least 12 months before the end of the term of the contract to “renegotiate the contract” and gives proper notice (as below) and the School Committee later votes, at least 9 months before the end of the term of the contract, to terminate, with or without cause, the Superintendent’s employment, again giving proper notice; or
  2. The School Committee votes at least 12 months before the end of the term of the contract to terminate, with or without cause, the Superintendent’s employment and gives proper notice.

3. **PROPER NOTICE:** For purposes of 1. and 2. above, proper notice shall consist of the School Committee mailing notice of said vote or votes to the Superintendent by registered/certified mail, return receipt requested, addressed to the Superintendent's residence.

4. Nothing herein shall be interpreted to limit or restrict the School Committee's right to terminate the Superintendent for breach of this contract or for other cause, as provided in this contract. The Superintendent shall be entitled to appear, with or without representation of her choosing, and to be heard by the Committee prior to any vote on termination. Following a year of extension, if one occurs, additional yearly extensions shall occur in the same fashion as that described above, unless the School Committee has voted the above described action or actions in a timely fashion prior to the end of the extended term of the contract and provides the said notice or notices as described above.

C) The Committee may terminate this contract at any time during its term for good cause. For the purposes of this Agreement, "good cause" shall mean any ground that is put forth by the School Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system, and may include, but is not limited to, ineffectiveness, insubordination, incapacity, or misconduct.

D) The Superintendent will provide the Committee with a 120 days' notice of intent to resign or retire from her position. The notice shall be in writing to the Chair of the Committee.

5. **DUTIES:** The Superintendent of Schools is the Chief Executive Officer of the Committee. In harmony with the policies of the Board of Education, State Laws, and State Board of Education Regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Committee, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Committee on policies and plans that the Committee takes under consideration, and she takes the initiative in presenting to the Committee policy and planning issues for the Committee's attention.

The Superintendent or her designee as approved by the School Committee shall attend all meetings of the Committee and shall participate in all Committee deliberations, unless excused by the Committee, or when matters relating to her own employment are under consideration. The Superintendent shall receive notice of all Committee meetings at which she or her designee's attendance is expected.

6. **CERTIFICATE:** The Superintendent shall forthwith furnish the School Committee with a valid certificate issued by The Commonwealth of Massachusetts qualifying her to serve as Superintendent of Schools pursuant to Massachusetts General Laws Chapter 71, Section 38G. The Superintendent shall maintain said certificate throughout the term of this agreement, including any extension hereof, and shall notify the School Committee in writing immediately in the event of any actual or reasonably foreseeable interruption, termination, expiration, suspension, disqualification, or revocation of said certificate.

7. **ALLOWANCE FOR EXPENSES:** The Committee shall provide annual allowances to the Superintendent for the following expenses:

a. Travel necessary in the performance of professional duties:

Within New England: \$4,000.

- b. Discretionary Expenses: \$1,000.
- c. Attendance at professional meetings:

National Conferences: Full reimbursement for one conference annually in addition to Challenge Success training.

State and Regional Conferences: Full reimbursement with advance approval by the chairman of the Committee.

- d. Professional Coaching: The School Committee shall make up to \$5,000 accessible to the Superintendent for professional coaching for each School Year for the duration of this agreement.

8. **VACATION**: The Superintendent shall be entitled to twenty-five (25) days of vacation per annum. In general, vacation shall be taken during the contract year (July through June) in which it is earned. Vacation time not used in any particular year may be accumulated for use in any subsequent year or years, provided, however, that no more than twenty-five (25) days may be accumulated and carried forward in this manner in total. At the time of resignation or retirement, the Superintendent will be reimbursed for up to a maximum of 25 vacation days including both unused accumulated time from prior years and the current year's vacation days at the rate of 1/260 of the then annual salary for each day. Said combined unused vacation days may not exceed twenty-five (25) days. In addition, the Superintendent will be entitled to four (4) paid in-school break days to be taken during one of the three in-school break periods (December, February or April). In-school break days cannot be substituted for another time in the school year. Any paid in-school break days not taken by the end of April in-school break period do not carry over into the subsequent school year and shall be forfeited.

9. **SICK LEAVE**: The Superintendent shall be entitled to sick leave in an amount equal to but not in excess of twenty (20) days of sick leave for each year of this Agreement and any extension hereof. The Superintendent shall be allowed to accumulate unused sick leave days to an unlimited amount for such sick leave purposes only. The Committee may, after utilization of all accrued sick leave for illness, grant an extension of sick leave to the Superintendent in the event of catastrophic illness, of not more than sixty (60) days. The Superintendent will be allowed to place any unused vacation days into accumulated sick leave, not to exceed ten (10) days per year. There shall be no reimbursement for unused sick leave.

10. **GROUP INSURANCE**: The District shall pay for and provide the same group health insurance that is offered to all non-unit professional staff hired after October 2005 within the district.

11. **PROFESSIONAL ORGANIZATIONS**: The Committee shall annually provide funds for two annual subscriptions, membership in the Massachusetts Association of School Superintendents and its subsidiary organizations, and membership in two (2) additional professional organizations.

12. **PROFESSIONAL DEVELOPMENT PROGRAMS**: The Superintendent shall receive an amount not to exceed one thousand two hundred fifty dollars (\$1,250) during each fiscal year for reimbursement of tuition and mandatory fees for professional improvement courses, seminars, and/or professional development programs. Annual expenses for the purposes of this section shall be subject to the approval of the Committee.

All out-of-state activities shall be subject to the approval of the Committee Chair.

13. **EVALUATION:** The Superintendent will be evaluated by the Committee on an annual basis. Evaluations will be completed individually by each member of the School Committee and submitted to the Chair no later than June 15. The chair will provide the Superintendent with a written evaluation reflecting the input of the full Committee no later than July 15 unless a later date is mutually agreed upon. The Superintendent and the Committee will meet to discuss the evaluation and the Superintendent's responses thereto. Following the discussion about the Superintendent's evaluation, the School Committee may, in its sole discretion, increase the compensation of the Superintendent based on the merits of performance or such other factors as it may deem relevant.

14. **PERFORMANCE:** The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

15. **ENTIRE AGREEMENT:** This contract embodies the whole agreement between the Committee and the Superintendent and there are no inducements, premises, terms, conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

16. **INVALIDITY:** If any paragraph, part of or rider to this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

17. **CONSTRUCTION OF AGREEMENT:** This contract shall be executed in duplicate, each of which shall constitute an original, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts, as they are in effect on the date of execution.

In witness whereof the parties have set their hands and seals this 12th day of July, 2018.

Town of Weston School Committee

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Chairman

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