

WESTON PUBLIC SCHOOLS
Weston, Massachusetts 02493

ADMINISTRATOR'S EMPLOYMENT AGREEMENT

THIS EMPLOYMENT CONTRACT, made this 7th day of June the year 2019 between the WESTON PUBLIC SCHOOL DISTRICT, hereinafter referred to as "the DISTRICT" and [REDACTED], hereinafter referred to as "the ADMINISTRATOR".

For the consideration herein specified, the parties agree as follows:

1. **TERM:**

- A. The DISTRICT hereby employs [REDACTED] as [REDACTED], within the public schools of WESTON. The ADMINISTRATOR hereby accepts employment under this contract and governed by its conditions for a term commencing July 1, 2019, and ending June 30, 2022.
- B. Vacation - The ADMINISTRATOR will be entitled to 25 days paid vacation during each 12-month period. Ordinarily most of these days will come during the summer months or school vacations, but with the approval of the Superintendent, they may be arranged at some other mutually convenient time. Unused vacation days may be accumulated up to a total of 25. At the time of resignation or retirement, the ADMINISTRATOR 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 per day. Said combined unused vacation days may not exceed twenty-five (25) days.

2. **DUTIES:** The ADMINISTRATOR shall perform the duties required in accordance with the policies of the DISTRICT, as they may be amended from time to time. The ADMINISTRATOR shall have the authority and responsibility for the operation, management and accountability of the property to which the ADMINISTRATOR is assigned under the supervision of the Superintendent of Schools, as set forth in M.G.L. c. 71. The ADMINISTRATOR has the general authority to act at his/her discretion, subject to consultation with, and where required by law, approval of the Superintendent, upon all emergency matters to which his/her powers and duties are not particularly set forth or limited.

The ADMINISTRATOR is expected to attend some meetings of the School Committee. The ADMINISTRATOR shall advise the Superintendent on proposed policies or issues within the ADMINISTRATOR'S jurisdiction and shall initiate consideration of policy or planning issues where appropriate.

The ADMINISTRATOR agrees to devote the necessary time to his/her duties to fully perform the responsibilities outlined above and required in the attached job description for an ADMINISTRATOR in the DISTRICT.

3. **LICENSE:** The ADMINISTRATOR shall hold a valid license issued by the Massachusetts Department of Education qualifying the ADMINISTRATOR as a [REDACTED] at the time of execution of this contract. A valid Principal/Assistant Principal license must be maintained by the ADMINISTRATOR throughout the duration of the contract. The ADMINISTRATOR shall also meet all re-licensing requirements mandated by the Education Reform Law of 1993.

4. **PROFESSIONAL GROWTH AND DEVELOPMENT:**

- A. Attendance at Workshops and Conferences: The DISTRICT will reimburse the ADMINISTRATOR for reasonable costs incurred for attendance at conferences, seminars, workshops or other meetings which are related to the work of the ADMINISTRATOR in the DISTRICT or which furthers the professional development or training of the ADMINISTRATOR, so long as attendance at such functions are approved in advance by the Superintendent. Moreover, the DISTRICT recognizes the need for the ADMINISTRATOR to continue his/her professional growth and education and hereby agrees to permit the ADMINISTRATOR sufficient time off during the school year to attend conferences, seminars, workshops or other meetings which are related to his/her work in the system, so long as such attendance is approved in advance by the Superintendent.
- B. Visitation Benefit: The ADMINISTRATOR may, with prior approval from the Superintendent of Schools, be permitted to attend conferences and meetings or to visit other schools or districts for professional improvement.
- C. Tuition and College Courses: The ADMINISTRATOR, upon satisfactory completion, shall be reimbursed the full cost of tuition of courses taken at accredited colleges, universities, or professional institutions, up to \$1,500 per fiscal year (non-cumulative), providing the course will benefit the school system and that the written approval of the Superintendent has been obtained prior to enrollment. Approval shall not be unreasonably denied. Requests for reimbursement above \$1,500 can be made to the Superintendent and will be seriously considered.
- D. Professional Activities: The ADMINISTRATOR may accept speaking, writing, lecturing or other engagements of a professional nature so long as they do not interfere with the duties of the ADMINISTRATOR. If such activities would require absence from work during school hours, the permission of the Superintendent shall be obtained first.
- E. Dues for Professional Associations: The DISTRICT shall pay directly or reimburse the ADMINISTRATOR for annual membership dues in associations which are directly related to the ADMINISTRATOR'S duties and responsibilities within the DISTRICT.

5. **COMPENSATION:**

- A. The ADMINISTRATOR shall be paid a salary commencing as of the effective date of this Agreement of \$155,301, payable in equal installments in accordance with the policy of the DISTRICT governing payments of salary of other professional staff members in the school department. The salary for the second and third years of this Agreement shall be determined by the Superintendent after discussion with the ADMINISTRATOR, and/or his/her attorney or representative.
- B. At no time during the life of this Agreement or any extension or modification hereunder shall the salary paid to the ADMINISTRATOR be reduced without his/her consent unless, at the same time, a general salary revision reducing proportionately the salaries of all administrators, supervising personnel and teachers has been made.

6. **OTHER BENEFITS AND CONDITIONS OF EMPLOYMENT**

- A. Group Insurance: The DISTRICT shall pay for and provide the same group health insurance and term life insurance that is offered to all non-unit professional staff hired after October 2005 within the DISTRICT.

Upon proper documentation, the ADMINISTRATOR may participate in other benefits as provided for school employees by the Town of Weston.

- B. Sick Leave: The ADMINISTRATOR shall be annually entitled to 20 sick leave days each contract year as of the first day of the contract year. The ADMINISTRATOR shall accumulate sick leave year to year without limitation and shall be credited on the date of execution of this contract with all sick days accumulated to that date. Sick leave may be used for those purposes which are permitted other professional staff within the DISTRICT. There shall be no reimbursement for unused sick leave.

- C. Leaves of Absence: The ADMINISTRATOR may be permitted to take leaves of absence upon the approval of the School Superintendent.

- D. Legal Assistance and Personal Injury Benefits: The ADMINISTRATOR shall be entitled to the same benefits to legal assistance as granted to other professional staff within the DISTRICT. The ADMINISTRATOR shall be entitled to the same personal injury benefits as provided to other members of the professional staff. As to all matters in dispute with regard to this contract the ADMINISTRATOR may be represented by legal counsel chosen and paid for by the ADMINISTRATOR.

- E. Expenses: The ADMINISTRATOR will be provided a discretionary expense allowance of \$250 on an annual basis. In addition, the DISTRICT may reimburse the ADMINISTRATOR for reasonable expenses incurred by the ADMINISTRATOR in the performance of his/her duties with prior approval of the Superintendent. Vouchers for such expenses shall be submitted to the Business Office by the ADMINISTRATOR on a monthly basis.

7. **CONTRACT RENEWAL/TERMINATION:**

- A. Contract Renewal: This agreement shall be in force for a three-year period commencing July 1, 2019 through June 30, 2022. This Agreement shall end, without further action by the parties, unless written notification is sent by the Superintendent to the ADMINISTRATOR notifying her of intent to terminate or re-negotiate the agreement upon its above-noted expiration date. Such notice shall be sent by the registered mail, return receipt requested, to the residence of the ADMINISTRATOR and received by him/her no later than April 30 of the calendar year in which the contract expires.

- B. Termination of Contract: This agreement may not be terminated except for "good cause" and according to the procedure set forth in M.G.L. c. 71, ss. 41 and 42.

- C. Alterations of Employment Status: Neither the School Committee nor the Superintendent may alter the ADMINISTRATOR's employment status in any way or discipline the ADMINISTRATOR during the term of this contract except in accordance with relevant laws.

8. **EVALUATION:** The Superintendent of Schools shall evaluate the performance of the ADMINISTRATOR annually and in accordance with the following:

- A) In conformity with the guidelines developed by the Commissioner of Education for Administrators under M.G.L. Chapter 71 as amended by the Education Reform Act of 1993 and as implemented within this school system;
- B) Goals mutually agreed upon by the ADMINISTRATOR and the Superintendent. It is agreed that the purpose of the evaluation process is to render a fair and constructive review of the ADMINISTRATOR'S performance and to identify any areas of the ADMINISTRATOR'S performance which may warrant improvement so that the ADMINISTRATOR is afforded an opportunity to conform his/her performance to such standards and objectives. It is further agreed that any instrument used in the process shall be designed for the purpose of articulating in as clear and concise a manner as possible the goals, objectives and standards by which the ADMINISTRATOR will be evaluated.

It is agreed that the evaluation procedure used will comply with all requirements set forth in G. L. c. 71, s. 38 and 603 CMR 35.00 for conducting the evaluation of educational administrators.

- 9. **INDEMNIFICATION:** The DISTRICT, to the extent permitted by law, will defend, hold harmless and indemnify the ADMINISTRATOR against all civil demands, claims, suits, actions and legal proceedings brought against the ADMINISTRATOR in his/her capacity as agent or employee of the DISTRICT which may arise while the ADMINISTRATOR is acting within the scope of his/her employment.
- 10. **VOLUNTARY RESIGNATION OR TERMINATION OF AGREEMENT:** In the event that the ADMINISTRATOR desires to resign or otherwise terminate his/her employment before the expiration date of this Agreement, he/she shall give at least ninety (90) days written notice of intent to the Superintendent.
- 11. **ENTIRE AGREEMENT:** This contract embodies the whole Agreement between the DISTRICT and the ADMINISTRATOR, and the parties warrant that there are no inducements, promises, 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 executed with the same formality as this document was originally entered into.
- 12. **SEVERABILITY:** It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law or the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

In the event a provision or part of this agreement is declared unlawful or unenforceable, the parties shall meet to re-negotiate a substitute provision.

- 13. **DISPUTES:** As to any disputes regarding the interpretation and/or application of any provision of this agreement, arbitration pursuant to the rules of the American Arbitration Association shall be the ADMINISTRATOR'S sole and exclusive remedy. The ADMINISTRATOR must file for arbitration within 30 calendar days after the day upon which the dispute has arisen unless otherwise mutually agreed to in writing by the parties.

IN WITNESS WHEREOF, the parties have signed this AGREEMENT and a duplicate thereof
this _____ day of June the year 2019.

_____, Superintendent
For the Weston Public School District

