

**DIRECTOR OF PUPIL PERSONNEL SERVICES
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 Tracy Edwards (hereinafter referred to as the Director of Pupil Personnel Services) under the terms and conditions hereinafter set forth.

1. DUTIES

Under the direction and supervision of the Superintendent of Schools, the Director of Pupil Personnel Services shall be responsible for all aspects of special education and pupil services offered in Weston Public Schools, shall perform the duties set forth in the job description for the position of Director of Pupil Personnel Services, 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, 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 Pupil Personnel Services shall provide ninety (90) calendar days' prior written notice to the Superintendent in the event that she wishes to resign or retire from her 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 Director of Pupil Personnel Services shall be \$188,042.40 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 Pupil Personnel Services. The base annual salary for any successive year of this contract shall not be less than the salary for the preceding year provided you remain at a 1.0 FTE.
- B. The Director of Pupil Personnel Services may arrange to have an elective deferral deducted from her 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 Director of Pupil Personnel Services may arrange to have an elective deferral deducted from her 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 her choice.
- D. If the Director of Pupil Personnel Services dies during the term of this Agreement, the Board shall continue to pay her salary to her estate for a period of two (2) months following her death.

4. **FRINGE BENEFITS AND WORKING CONDITIONS**

- A. For the 2022-2023 contract year, the Board shall provide for the Director of Pupil Personnel Services and her eligible dependents the medical and health benefits currently in effect for the Weston Administrators' Association (WAA), provided that she 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 Director of Pupil Personnel Services must submit a written wage deduction authorization permitting the Board to deduct from her salary the appropriate share of the cost of benefits set forth above. The Director of Pupil Personnel Services may forego or withdraw from full coverage rather than pay her share of the cost of benefits. If she foregoes or withdraws from full coverage rather than pay her share of the cost of benefits, she 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 she 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 Director of Pupil Personnel Services' share of the health and medical contributions and deductibles to be paid.

- B. **Life Insurance.** 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 Director of Pupil Personnel Services. The insurance shall include additional benefits for accidental death or dismemberment.

C. **Disability Insurance.** The Board shall provide and pay for group disability insurance for the Director of Pupil Personnel Services 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 Director of Pupil Personnel Services 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 Director of Pupil Personnel Services 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 Director of Pupil Personnel Services 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 Pupil Personnel Services 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 Director of Pupil Personnel Services 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 the Director of Pupil Personnel Services to provide a statement from her physician indicating the anticipated date that she will return to work, the nature of the illness or disability, and her fitness to return to work. The Superintendent may require that she undergo an examination by a Board-appointed physician, at Board expense, to verify this information.

The Director of Pupil Personnel Services 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 Director of Pupil Personnel Services 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 Director of Pupil Personnel Services will not be paid for any unused personal days either during the course of employment or upon separation from employment.

F. **Holidays.** All holidays set each year by the school calendar shall be granted to the Director of Pupil Personnel Services plus the summer holidays of July 4 and Labor Day.

- G. Religious Holidays.** Upon the approval of the Superintendent, the Director of Pupil Personnel Services shall be allowed up to two (2) days with pay per year for observance of religious holidays when these days come on a scheduled workday.
- H. Vacation.** The Board shall provide the Director of Pupil Personnel Services twenty-five (25) vacation days annually (exclusive of legal holidays), which days shall not be cumulative. The Director of Pupil Personnel Services 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 Pupil Personnel Services will not be paid for any unused vacation days either during the course of employment or upon separation from employment.
- I. 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.

- J. Computer.** The Board shall provide the Director of Pupil Personnel Services with a desktop computer or laptop computer (at the option of the district) for her use at her 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 Director of Pupil Personnel Services for reasonable expenses (including expenses for travel, meals, and lodging) incurred by the Director of Pupil Personnel Services in the course of carrying out her responsibilities under this Agreement. The Director of Pupil

Personnel Services 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 Director of Pupil Personnel Services 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 Director of Pupil Personnel Services with written notice of his/her reason(s) for recommending termination. Upon the written request of the Director of Pupil Personnel Services no more than five (5) days thereafter, the Board of Education shall conduct a hearing in executive session (unless the Director of Pupil Personnel Services 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

The Director of Pupil Personnel Services 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 Director of Pupil Personnel Services shall maintain such certification in effect to maintain this position throughout any term of employment with the Weston Board of Education.

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 an agreement in writing signed by both parties.

Commencing upon signing, it supersedes all prior agreements between the parties for the

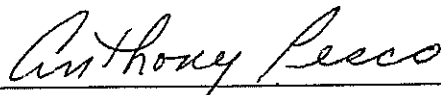
term prescribed herein.

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

Date: 7/18/22


Tracy Edwards
Director of Pupil Personnel Services

Date: 6/30/22


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