

SUPERINTENDENT'S 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 Ms. Lisa Barbiero (hereinafter referred to as the "Superintendent") as Superintendent of Schools under the terms and conditions hereinafter set forth.

1. Duties

The Superintendent of Schools is the chief executive officer of the Board. In harmony with the policies of the Board, state and federal 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 Board, 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 Board on policies and plans that the Board takes under consideration and takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or her designee, as approved by the Board, shall have a seat at the Board table, attend all meetings of the Board, and participate in all Board deliberations except as directed by the Board. The Superintendent shall receive notice of all Board Committee meetings and she or her designee may attend such meetings.

2. Outside Professional Activities

By prior agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with the meeting of her responsibilities as Superintendent.

3. Term

The term of employment under this Agreement is July 1, 2022 through June 30, 2024. After the completion of the evaluation as provided in Section 7 below for the period July 1, 2022 through June 30, 2023 but in no event later than September 1, 2023, the Board shall vote on a new term of employment for the Superintendent, and upon such vote the Board and the Superintendent may agree upon a new contract.

4. Compensation

A. Base Salary.

1. The base salary paid the Superintendent for the period July 1, 2022 through June 30, 2023 shall be \$260,000.00.
2. The base salary for the period July 1, 2023 through June 30, 2024 shall be negotiated between the parties, but shall not be less than the salary for the preceding year of the contract. Such negotiations shall include the extent to which the Superintendent may receive an increase in her base salary in recognition of her performance, including such customary factors as changes in the cost of living and increases granted to other administrators in the school system.

B. Incentive Compensation.

The Board may also make an incentive payment to the Superintendent no later than September 1, 2023 for the period July 1, 2022 through June 30, 2023, in an amount up not to exceed six percent (6%) of base salary. The Board may also make an incentive payment to the Superintendent no later than September 1, 2024 for the period July 1, 2023 through June 30, 2024, in an amount up not to exceed six percent (6%) of base salary. The Board shall set the amount of such incentive payment, if any, following its evaluation of the Superintendent's performance for the year and its determination of whether the Superintendent met expectations or exceeded expectations based on her goals for the year. The incentive compensation will be part of the total compensation package for the purpose of determining retirement benefits under the rules of the Teachers Retirement Board.

C. Salary Deferral.

The Superintendent may arrange to have an additional amount of elective deferral deducted from her annual salary, 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 Code, including any "catch up" contribution, toward the purchase of a 403(b) annuity with a tax sheltered annuity company of her choice under the 403(b) plan available to Board employees in accordance with Section 403(b) of the Code. In addition, the Superintendent may arrange to have an elective deferral deducted from her annual salary, 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 Section 457(b) of the Code and the applicable regulations issued by the Internal Revenue Service,

provided said amount shall not exceed the applicable IRS dollar limits set forth in 457(e) and 414(v) of the Code for said contract year.

5. Fringe Benefits and Working Conditions

- A. The Board of Education agrees to pay the Superintendent's memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators, and the Southern Fairfield County Superintendents' Association and up to \$3,500 for costs incurred related to attendance at professional meetings and/or conferences upon prior agreement with the Board Chairperson.
- B. The Board shall pay for the Superintendent and her eligible dependents the medical and health benefits in effect under the then-current collective bargaining agreement between the Board and the Weston Administrators Association. To be eligible to receive these benefits, the Superintendent must submit a written wage deduction authorization permitting the Board to deduct from her salary the share of the cost of benefits set forth above at a percentage equal to that paid by members of the Weston Administrators Association. The Superintendent may forego or withdraw from full coverage rather than pay her share of the cost of benefits. If she forgoes 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 the Superintendent 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 the Superintendent's share of the health and medical contributions and deductibles to be paid.

The superintendent upon retirement will be eligible to receive medical and health benefits for the superintendent and spouse until the age of 70. The superintendent will be required to pay for the premium cost share of the medical and health benefits set forth in the current bargaining agreement between the BOE and the Weston Administrators Association (WAA).

- C. Life Insurance. The Board shall provide and pay for group term life insurance with a death benefit equal to three times annual salary for the Superintendent. The insurance shall include additional benefits for accidental death or dismemberment as set forth in the Plan as of July 1, 2021.
- D. Disability Insurance. The Board shall provide and pay for group disability insurance for the Superintendent providing 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). The Superintendent 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. The Board will honor

the sick day provision of this Agreement 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 as of July 1, 2021.

- E. Sick Leave. The Superintendent will receive an allowance of eighteen (18) days per year, which may be accumulated to a maximum total of 200 days, which accumulation shall include days earned by the Superintendent in her previous employment with the Board. Such sick leave shall be for the personal illness of the Superintendent, and unused days shall not be paid out upon resignation, retirement or termination. During the course of any paid or unpaid leave granted for medical reasons, the Board may periodically require the Superintendent 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 Board may require that she undergo an examination by a Board-appointed physician, at Board expense, to verify this information.
- F. Personal Leave. Up to five (5) days annually for a personal leave may be granted to the Superintendent.
- G. Holidays. All holidays set each year by the school calendar shall be granted to the Superintendent plus the summer holidays of July 4th and Labor Day.
- H. Religious Holidays. The Superintendent 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.
- I. Vacation Days. The Board shall provide the Superintendent with thirty (30) vacation days annually (exclusive of legal holidays). The Superintendent may carry up to five (5) unused vacation days into the succeeding year to be used in that same year. Upon retirement or termination of employment, the Superintendent will be paid for unused vacation days at the daily rate of ½ of the annual salary times the number of accumulated days.
- J. Pursuant to and congruent with Connecticut General Statute § 10-235, the Board agrees to indemnify the Superintendent in damage suits and expenses of litigation.
- K. The Superintendent shall be entitled to the reimbursement for reasonable and legitimate out-of-pocket school district business expenses, upon presentation of receipts or other acceptable documentation. Presentation of such documentation will be consistent with existing Board practice for such reimbursement, as may be amended or modified for the school system.

- L. The Board shall provide the Superintendent with a cell phone and technology for use at her home office which the Parties mutually agree is current and appropriate to fulfill the job responsibilities of the position. All equipment shall be returned to the District at the end of the term of this Agreement or any extension thereof.
- M. The Board agrees to provide the Superintendent with a monthly stipend of Two Hundred Dollars (\$200) to reimburse the Superintendent for her travel expenses incurred during the performance of her duties under this Agreement.

6. Evaluation Format

The Board shall evaluate in writing the performance of the Superintendent annually. The evaluation shall be reasonably related to the goals and objectives of the District for the year in question, and each year it shall set forth specific goals for the Superintendent, which the Board shall consider in setting the incentive compensation and salary for the subsequent year in accordance with Section 4 (A) and 4(B), above. Either the Board or the Superintendent may insist on a written evaluation.

The Superintendent shall submit to the Board a recommended format for evaluating the Superintendent's performance, which the Board, in its discretion, may use all or part of in determining the evaluation format.

The evaluation format shall be reasonably objective, related to the job description, and shall contain at least the following criteria: Board Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership, and personal qualities. The evaluation format shall not include a written individual evaluation by, and or from, each individual Board member, but a final evaluation shared by the Board Chair.

7. Evaluation Process

The Board shall evaluate the Superintendent in executive session no later than thirty (30) days after the end of each year of this Agreement. During the month of January each year, the Board shall meet with the Superintendent to conduct and share with the Superintendent an interim review of her performance, the results of which the Board shall consider in the year-end evaluation of her performance. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any such performance concern verbally or in writing in reasonable detail, indicating specific instances where appropriate, said deficient performance. The evaluation shall include recommendations as to areas of improvement.

A copy of any written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion. The Superintendent may make a written response to the

written evaluation, which shall become part of the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet in executive session with the Superintendent to discuss the evaluation.

8. Termination

- A. The parties may, by mutual written consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days.
- C. 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;
 - (6) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of her Agreement is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that Agreement termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board which shall be held within twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its written decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

Subject to law, such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to legal counsel at her own expense.

Any time limits established herein may be waived by mutual written agreement of the parties.

9. General Provisions

- A. 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.

- B. 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.
- C. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, and the parties consent to the exclusive jurisdiction of the appropriate state or federal court in Connecticut.
- D. As a condition precedent to this Agreement taking full force and effect, the Superintendent shall hold and present to the Board a valid certificate issued by the State of Connecticut enabling her to serve as Superintendent. Failure to provide said certificate shall make this Agreement null and void. Should any such certification terminate and the Superintendent not otherwise hold valid certification or be otherwise permitted by law to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms

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

Date 7/21/22



Lisa Barbiero
Superintendent of Schools

Date 7/21/22



Anthony Pesco
Chairperson, Weston Board of Education