

WESTPORT BOARD OF EDUCATION

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Board of Education of the Town of Westport, Connecticut (hereinafter called the "Board") and Mr. Thomas Scarice (hereinafter called the "Superintendent") that the Board in accordance with its action on March 16, 2020 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ Mr. Thomas Scarice as Superintendent of Schools and that Mr. Thomas Scarice hereby accepts employment as Superintendent of Schools upon the terms and conditions hereinafter set forth.

1. CERTIFICATION:

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 him 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 to serve as Superintendent of Schools, this Agreement shall terminate immediately by its terms.

2. DUTIES:

- A. The Superintendent is the chief executive officer of the Board of Education. In harmony with the policies of the Board of Education and state law, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his powers and duties are not expressly limited. He advises the Board on policies and plans that the Board takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.
- B. The Superintendent or his designee as approved by the Board of Education shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except by Board invitation only when matters relating to his own employment are under consideration. The Superintendent shall receive notice of all Board Committee meetings.

3. TERM:

The term of said employment is from July 1, 2021 through June 30, 2025. The Superintendent and the Board of Education agree they shall adhere to the following procedures to extend the Superintendent's employment under this contract for an additional period not to exceed three (3) years at any time:

made by the Superintendent to the 457 Plan shall not reduce his annual salary that is reported to the Connecticut Teachers' Retirement Board. Distributions to the Superintendent from the 457 Plan will be governed by the terms of said plan and the requirements of section 457 of the Internal Revenue Code.

- D. For purposes of reporting the Superintendent's annual salary to the Connecticut Teachers' Retirement Board, the Board shall include the full amount of the total annual salary specified in (A) above (subject to applicable Connecticut Teachers' Retirement Board and IRS limits), notwithstanding any 403(b) elective deferral or Section 457 contributions made by him pursuant to (B) and (C) above.
- E. The annual base salary for any subsequent year of this Agreement shall be negotiated between the parties and agreed prior to the commencement of the new contract year. If no agreement concerning annual base salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this Agreement, but any such amendment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

5. FRINGE BENEFITS:

- A. Holidays and vacations. The Superintendent shall be entitled to all legal holidays as established by the Board in the school calendar. Vacation shall be taken during each twelve (12) month term of the Agreement and shall not be cumulative. The Superintendent shall be entitled to five (5) weeks paid vacation during each year of this Agreement. The Superintendent may carry over up to ten (10) unused days of paid vacation to the next year with prior written notification to the Board Chairperson, provided that any such carry-over days must be taken in the following year. The scheduling of all vacation of more than ten (10) consecutive days duration shall be approved by the Board through its Chairperson or his/her designated representative.
- B. Expense reimbursement, mileage reimbursement. The Superintendent is authorized within budgetary limitations established therefore to incur reasonable expenses in the discharge of his duties, including but not limited to, expenses for travel and lodging, professional association dues and fees; attendance at professional conferences and meetings on national, state and local levels, provided that expenses for out-of-state travel shall be approved in advance by the Board, acting through its Chairperson or his/her designee. In addition, the Superintendent shall receive a transportation allowance of Six Thousand Dollars (\$6,000.00) annually to defray the expenses of the maintenance and operation of an automobile and for other transportation costs while performing obligations pursuant to this Agreement, which shall be reported to the

to the applicable dollar limit set forth in Section 403(b) of the Internal Revenue Code, including any "catch-up" contribution, pursuant to a legally binding salary reduction agreement, under the plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended, and/or (b) contributing from this amount to a 457 Plan pursuant to Section 4(C) above.

6. OUTSIDE ACTIVITIES:

- A. It is understood that the Superintendent will be active in local, state, regional, and national educational and professional activities as the leader and representative of the Westport Public Schools. Out-of-pocket expenses, as provided for in the district budget, for such activities will be borne by the Board, and the Board will expect periodic reports on these activities.
- B. The Board shall pay the full cost of the Superintendent's professional association memberships in the Connecticut Association of Public School Superintendents, the American Association of School Administrators and the Southern Fairfield County Superintendents' Association. In addition, the Board shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.
- C. 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 his responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, he shall provide the Chairperson written notice of such activities

7. EVALUATION:

- A. The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this agreement in accordance with guidelines and criteria as may be mutually agreed between the Board and the Superintendent. Said evaluation and assessment shall be in writing at the request of either party, and it shall be reasonably related to the goals and objectives of the Board for the year in question. The Superintendent shall submit to the Board a recommended format for said evaluation and assessment of his performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, organizational management, community and board of education relations, and personal and professional qualities and relationships. The Board shall meet and discuss the evaluation format with the Superintendent and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation

Superintendent's employment, upon such terms as the parties may agree or otherwise as the Board may offer.

- E. In the event the Board seeks to terminate the contract for one of the above reasons, it shall serve on the Superintendent written notice that termination of his contract 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 contract 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 thirty (30) 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 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. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent 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.

- F. Nothing herein contained shall deprive the Board of the power to suspend the Superintendent from duty immediately when serious misconduct is alleged without prejudice to the rights of the Superintendent as otherwise provided in this Agreement.

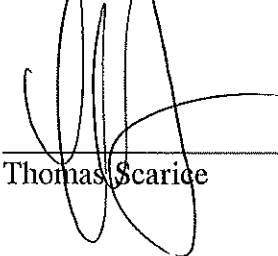
9. GENERAL PROVISIONS:


- 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 contract 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. Upon signing, it supersedes all prior agreements between the parties.

SUPERINTENDENT

WESTPORT BOARD OF EDUCATION

 _____
Thomas Scaride Date

By  _____
Lee Goldstein Date
Its Chair