



WESTPORT COMMUNITY SCHOOLS

CONTRACT OF EMPLOYMENT

This Contract of Employment (hereinafter "the Contract" or "the Agreement") is made this 26 day of March, 2021 between the Westport School Committee (hereinafter "the Committee") and [REDACTED] (hereinafter [REDACTED] or "the Superintendent").

WHEREAS, the Committee desires to employ [REDACTED] as Superintendent of Schools of the Westport Community School District (hereinafter "the District"); and,

WHEREAS, [REDACTED] desires to serve as Superintendent of Schools;

WHEREAS, [REDACTED] represents that he is qualified and capable of performing the duties and responsibilities of said position; and

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT:

The Committee hereby employs [REDACTED] as Superintendent of the Westport Community Schools and [REDACTED] hereby accepts employment as Superintendent of the Westport Community Schools, subject to the terms and conditions hereinafter provided.

2. TERM:

The term of this Contract shall commence on July 1, 2021 and expire on June 30, 2024. This Agreement may be extended only by the mutual agreement of the parties which must be signed by both parties. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Committee to terminate the services of the Superintendent, at any time, subject to the provisions set forth in this Agreement.

In the event the Superintendent does not desire to renew this Agreement before his term of service shall have expired, he may do so by giving written notice to the Committee by January 1, 2024. This Agreement may be terminated at any time by mutual agreement of the parties.

3. COMPENSATION:

A. Effective July 1, 2021 and continuing through June 30, 2022, the Superintendent shall be paid an annualized salary of \$153,000 (ONE HUNDRED FIFTY THREE THOUSAND DOLLARS) which the Committee agrees to pay bi-weekly over twenty-six (26) pay periods.

Additionally, [REDACTED] will be provided with an annual stipend of \$5,000 (FIVE THOUSAND DOLLARS) (to be paid out in two equal increments), to successfully perform mutually agreed upon tasks related to the new school transition and successful covid planning, subject to Committee approval. The first installment of \$2,500 is to be paid no later than December 31, 2021. The second installment of \$2,500 is to be paid no later than May 1, 2022.

B. Effective July 1, 2022 and continuing through June 30, 2023, the Superintendent shall be paid an annualized salary of \$161,000 (ONE HUNDRED SIXTY ONE THOUSAND DOLLARS) which the Committee agrees to pay bi-weekly over twenty-six (26) pay periods.

C. Effective July 1, 2023 and continuing through June 30, 2024, the Superintendent shall be paid an annualized salary of \$165,000 (ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS) which the Committee agrees to pay bi-weekly over twenty-six (26) pay periods.

D. Salary Deductions: This contract shall be deemed to have been entered into subject to all provisions of the Laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above stated compensation with reference to withholding tax and retirement provisions and any other deductions authorized by the Superintendent and agreed upon by the parties or required by law.

E. Pro-rating: All compensation and benefits herein shall be pro-rated for less than a full contract year's service. For purposes of this agreement, the term "Contract Year" shall be defined as the period commencing on July 1st and ending on June 30th.

4. DUTIES:

A. The Superintendent shall manage the system in a fashion consistent with state law and the policy determinations of the Committee. He shall fulfill all aspects of this contract. He shall faithfully, diligently, and competently perform his duties and responsibilities as Superintendent of Schools. He shall comply with the policies and procedures of the Committee, within the bounds of the Massachusetts General Laws.

B. The Superintendent, as the Chief Executive Officer of the school district, is responsible for ensuring the proper implementation of federal and state law,

Committee policy, Committee collective bargaining contracts and other employment contracts executed on behalf of the district; and for compliance with all other obligations of the district. To accomplish this, the Superintendent is hereby granted all authority granted to the Superintendent of Schools by federal or state law; the Committee; and the Charter and/or by laws of the Town of Westport.

C. The Superintendent and/or his designee shall have the right to attend all regular and special meetings of the School Committee and all subcommittee meetings thereof and shall serve as advisor to the School Committee and all such sub-committees and shall make recommendations on all matters involving the school district. The Superintendent shall be consulted and have the right to speak on all issues brought before the School Committee and shall have a seat at the School Committee table.

D. The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction or termination of personnel employed or to be employed by the school district, consistent with state law and the school district's contractual obligations.

E. The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the school district shall be through the Superintendent. These duties and responsibilities shall be performed by the Superintendent and/or his designees under the Superintendent's direction, consistent with state law.

F. The Superintendent is expected to familiarize himself with all applicable ethics laws of the Commonwealth of Massachusetts and is expected to comply in all respects with such laws during the term of this Agreement and in connection with the performance of his job duties and responsibilities.

G. The Superintendent shall remain subject to a CORI check with the Massachusetts Department of Criminal Justice Information Services (DCJIS) and a state and national fingerprint-based criminal background check consistent with District policy and applicable state law, including but not limited to M.G.L. c. 71, §38. To the extent that the Committee becomes aware of any information revealed by the CORI and/or fingerprint background check, which in its sole discretion, renders the Superintendent unqualified or otherwise unfit for the position of Superintendent, then this Agreement shall become null and void with no further obligations or recourse to the Superintendent.

H. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent.

5. CERTIFICATION

██████ warrants that he is properly certified and/or licensed by the Commonwealth of Massachusetts to act as a Superintendent pursuant to Mass. Gen. L. ch. 71, §38G and that he shall furnish and maintain said certifications and/or licenses throughout the term, or any extension, of this Agreement. The Superintendent agrees to advise the Committee immediately in the event that his license is revoked, suspended, or otherwise affected in any way.

The Superintendent warrants the validity of his credentials and experience represented to the Committee in pursuit of this position and any material misrepresentation made therein shall be grounds for immediate dismissal of the Superintendent and termination of this Agreement.

6. EVALUATION OF SUPERINTENDENT

The Committee will evaluate the Superintendent's performance as Superintendent of Schools annually consistent with the requirements for evaluating Superintendents promulgated by the Department of Elementary and Secondary Education, including following the five-step cycle for the evaluation of Superintendents. Upon completion of the evaluation process, the Superintendent's written evaluation shall be signed by the Chair of the Committee and the Superintendent and shall be placed in his personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledgement of receipt of the document. The Superintendent may respond to the evaluation in writing and may attach his response to the evaluation in his personnel file.

7. WORK YEAR AND WORK DAY

The Superintendent shall be a twelve-month employee and he shall work all regular work days, except for recognized holidays.

The Superintendent shall work the number of hours necessary to perform all the duties and responsibilities of his position. Due to the unique nature of this employment, it is understood and agreed that in order to properly perform the job required, the Superintendent may have to expend additional time beyond the normal work day and he agrees to do same as is required. Such additional time includes but is not limited to time required to attend evening meetings and school-related functions that occur outside the normal working day. The Superintendent shall attend evening, emergency or such other meetings or conferences as requested by the Committee, including meetings of Town Boards and Committees. Because the Superintendent's workday frequently begins before and extends beyond normal working hours, time off during the day for personal reasons or business will be allowed without loss of pay or deduction from personal or vacation leave.

It is acknowledged that the position is that of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act and its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

8. FRINGE BENEFITS:

A. Medical, Hospital and Life Insurance

The Superintendent shall be eligible to participate in the same medical, hospital, life, dental, disability, or other insurance benefits provided by the Town to other employees employed by the Westport School District, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

B. Sick Leave

██████████ shall be entitled to earn sick leave at the rate of one and one half (1.5) days for each month of service, up to a maximum of 18 days. Sick time may be carried over from year to year up to a maximum of two hundred (200) days. The Superintendent may require verification of any illness exceeding five (5) continuous working days by a physician of his choice. Upon the termination of this Agreement, there shall be no compensation paid by the District for accrued, but unused sick time.

C. Bereavement Leave

██████████ shall be allowed up to four (4) days for a death in the immediate family during any school year. This allowance is not cumulative. It is not charged to sick leave. Immediate family means: life partner, children, father, mother, mother-in-law, father-in-law, sister, brother, grandparents, grandchild, or any other member of the same household. For other relatives, the leave would be restricted to up to one (1) day.

D. Annual Leave

Three (3) days of annual leave may be granted during the contract year to be used for personal affairs that cannot be conducted during non-school hours. Written requests to use such days must be submitted to the School Committee at least twenty-four hours in advance. Unused annual leave may not be accumulated from contract year to contract year, shall be forfeited at the conclusion of each contract year.

E. Vacation Leave

The Superintendent shall be entitled to twenty-five (25) days of paid vacation leave per Contract year, all of which shall vest as of July 1st of each Contract year. The time for taking vacation leave shall be subject to the approval of the Chair of the Committee. The Superintendent shall attempt to avoid conflicts between his vacation time and regularly scheduled meetings and professional obligations.

The Committee agrees to pay the Superintendent up to ten (10) unused vacation

days at the end of each Contract year in which the vacation days are unused, to be computed as of June 30th, the last day of the Contract year. This payment is less lawful withholdings and deductions.

The Superintendent may also carry over up to five (5) unused vacation days from one Contract year to the next, with advance approval by the Committee. Notwithstanding the same, no more than ten (10) unused vacation days carried over will be paid upon the Superintendent's separation from employment.

F. Holidays

In addition to vacation leave, the Superintendent shall be entitled to paid holiday leave for each day, or part thereof, recognized by the Westport School Committee's school calendar as a legal holiday, and during which the schools are closed to students and faculty.

G. Membership Dues

The Committee shall pay the annual dues for the Superintendent's membership in the American Association of School Administrators, the Massachusetts Association of School Superintendents and ASCD.

H. Tuition Reimbursement

The Committee shall reimburse the Superintendent for tuition and fee expenses for up to one (1) graduate course per Contract year up to \$2,000 year. Such course must be related to the Superintendent's major job responsibilities or to the Superintendent's improvement as a professional. Reimbursement will be paid not later than October 1 of the following school year, together with a copy of the tuition and fees payment made by the Superintendent.

I. Travel Expenses

The Superintendent shall receive a travel reimbursement at the designated district rate to be capped at \$1,500.00 per year. The travel allowance is subject to submission of travel receipts.

The Superintendent's attendance at the Massachusetts Association of School Superintendents' Conference occurring once in each calendar year shall not be subject to a deduction of the capped travel reimbursement monies set forth above.

J. Professional Development

The Superintendent may attend one (1) national conference annually, subject to the following conditions: there must be sufficient funds set aside in the school district's budget for attendance at a national conference; and the Committee chair must approve the request for attendance in advance.

In the event the Superintendent chooses to attend meetings, events, or conferences hosted, organized or sponsored by the Massachusetts Association of School Superintendents, such attendance shall be considered normal performance of

duties and responsibilities under this contract and shall not require the use of any days provided in the Superintendent by Article 8 of this contract.

9. TERMINATION OF EMPLOYMENT

A. The School Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, moral misconduct, or other good cause. Such dismissal shall require a majority vote of the Committee members. "Good cause" shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. A dismissal by the Committee shall sever any and all rights that the Superintendent shall have under this agreement (except payment for accumulated but unused vacation days pursuant to the terms of this agreement) subsequent to the dismissal including, without limitation, any claim to compensation pursuant to the terms of this agreement.

B. In that event, the Superintendent will be given written notice, including a statement of the reasons and will be entitled to a hearing before the Committee. Any dispute about the termination of the Superintendent by the Committee shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties and may be entered into in any court or agency having jurisdiction. These proceedings may be initiated by filing a demand for arbitration with AAA within twenty (20) days of the date of dismissal. The fee for the arbitration shall be split equally between the Parties and each side shall bear its own legal costs and expenses, regardless of outcome.

The Arbitrator shall be limited to determining whether the discharge was for good cause or not, and if the Arbitrator determines that the discharge was not for good cause, the maximum remedy shall be limited to the salary and insurance benefits due through the balance of the contract, not to exceed one year's salary and insurance benefits or remaining balance of contract. Reinstatement or punitive damages shall not be awarded as a remedy.

10. TERMINATION BY SUPERINTENDENT

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of one hundred and fifty (150) days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee, with electronic copies sent to the Committee members. The Superintendent may request and the Committee may consider termination on less than one hundred and fifty (150) day notice with the understanding that certain conditions will apply, including the loss of some benefits. The termination date shall correspond with the end of the academic year, except as otherwise agreed to by the committee.

In the event such notice is given by the Superintendent, the rights, duties and

obligations of the parties hereto shall cease and be determined as of end of business on the aforementioned termination date.

11. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers' Retirement System as required by Mass. Gen. L. ch.32 § 2.

12. 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, incorporated as an addendum hereto.

13. ENTIRE AGREEMENT

This Contract embodies the entire agreement between the School Committee and the Superintendent, and 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 amended except by mutual agreement of the parties.

14. INVALIDITY

If any paragraph or part of this Contract is invalid, it shall not affect the remainder of said Contract, but said remainder shall be binding and effective against all parties.

15. INDEMNITY

The Committee agrees to indemnify, defend, and save harmless the Superintendent, consistent with the requirements of Mass. Gen. L. ch. 258, occurring in the performance of [REDACTED] duties as Superintendent except for claims caused by the grossly negligent, willful or malicious misconduct of [REDACTED]. The Superintendent agrees to promptly notify the School District of any such claim and to cooperate fully with legal counsel designated by the School District to handle such claim. The School District may obtain insurance to cover its obligations hereunder as it deems appropriate. This section shall survive the termination of this Agreement.

16. LAW GOVERNING:

This agreement shall be construed and governed by the Laws of the Commonwealth of Massachusetts.