

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 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, 2023 through June 30, 2026. 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:

- A. Prior to the end of the first year of a three-year agreement, the Board of Education, at the request of the Superintendent, may vote for a new agreement.

- B. Prior to the end of the second year of a three-year agreement (or prior to the last year of this Agreement), the Board of Education shall vote for a new agreement. At least three months prior to that time, the Superintendent shall notify the Board that his contract is about to expire and shall provide the Board this contract clause.
- C. Anything in this paragraph to the contrary notwithstanding, the provisions of section 8 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

4. BASE SALARY:

- A. The annual base salary of the Superintendent for the period July 1, 2023 through June 30, 2024 shall be the sum of (a) Three Hundred Twelve Thousand, Two Hundred Ninety-Two Dollars and Seventy-One Cents (\$312,292.71), and (b) an additional amount of Five Thousand Dollars (\$5,000), to be paid to the Superintendent as to which amount the Superintendent will arrange to have an elective deferral deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, including the applicable catch-up limit of Section 414(v) of the Internal Revenue Code, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended. Annual base salary shall be paid in equal installments with a frequency in accordance with the policy of the Board governing payment of other professional staff employees of the Board.
- B. The Superintendent may elect each year to reduce his annual salary as specified in (A) above by having elective deferrals (including the amount in (A)(b) above) deducted from his salary on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, up 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. Section 403(b) elective deferral contributions made by the Superintendent to the 403(b) Plan shall not reduce his annual salary that is reported to the Connecticut Teachers' Retirement Board.
- C. The Board agrees to provide an eligible deferred compensation plan ("457 Plan") in accordance with Section 457 of the Internal Revenue Code in which the Superintendent may participate and contribute annual deferrals, up to the applicable dollar limit in effect for Section 457(b) of the Internal Revenue Code, including any "catch-up" contributions, pursuant to a legally binding salary

reduction agreement. Any such Section 457 contributions 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 Superintendent as additional taxable income in accordance with the applicable IRS requirements.

Travel outside of the district for school business will continue to be fully reimbursable in accordance with Board policy.

C. Sick leave allowance; personal leave; medical, dental, life and disability insurance; one-time payment; reimbursement.

- (1) The Superintendent shall be entitled to paid sick leave at the same annual accrual and same maximum accumulation as is provided to administrators under the Westport Intermediate Administrators' Association (hereinafter "WIAA") collective bargaining agreement currently in force. In consideration of the sick leave the Superintendent accrued in his prior employment, the Superintendent shall receive an initial bank of fifty (50) sick days. In addition, the Superintendent shall be eligible for an advance of up to ninety (90) sick days as needed.
- (2) The Superintendent shall be eligible for personal leave for pressing personal business that cannot be conducted outside of regular working hours. Except in cases of emergency, any such leave shall be subject to the advance approval of the Board acting through its Chairperson or his/her designee.
- (3) The Board shall provide the Superintendent with medical, dental and life insurance coverage equivalent to that provided to administrators at the same employee premium cost share under the plan provided to administrators under the WIAA collective bargaining agreement currently in force. Should said insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.
- (4) The Board shall pay the premiums for a disability policy for the Superintendent to provide disability coverage at the same level provided to administrators under the WIAA collective bargaining agreement currently in force. Should said disability insurance coverage for such other administrators change, the Board and the Superintendent shall negotiate over changes to this provision.
- (5) The Board shall pay the Superintendent a one-time payment in the amount of Ten Thousand Dollars (\$10,000) on a date in January 2024 to be determined by the Board. The Superintendent may elect in a written agreement prior to such month to reduce this amount by (a) having elective deferrals deducted from it on a pre-tax basis as permitted under Section 403(b)(12)(A)(ii) of the Internal Revenue Code, as amended, up to the applicable dollar limit set forth in Section 403(b) of the Internal Revenue Code under the 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended, and/or (b) having annual deferrals deducted from it on a pre-

tax basis as permitted under Section 457(b) of the Internal Revenue Code, as amended, and contributing them into the Superintendent's account in the Board's 457(b) plan referenced in Section 4(C) above.

- (6) The Board shall reimburse the Superintendent for the amounts deducted from his salary as specified in Section 4(A) above and remitted to the Connecticut Teachers' Retirement Board pursuant to statute. Such reimbursement shall be reported to the Superintendent as additional taxable income in accordance with the applicable IRS requirements.

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 format. The Board shall adopt an evaluation format within ninety (90) days of the commencement of each year of this agreement.

- B. The Board shall evaluate the Superintendent no later than thirty (30) days after the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive session unless the Superintendent requires that such discussion be held in open session. A copy of any written evaluation shall be delivered to the Superintendent within ten (10) days of its completion, and the Superintendent shall have the right to submit a written response to the evaluation which shall become a permanent attachment to the Superintendent's personnel file.
- C. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Chairperson of the Board may appoint an ad hoc committee of not fewer than two (2) members of the Board to meet in executive session with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters; said committee may report to the full Board on its activities and the results thereof, either verbally or in writing, and a copy of any written report shall be provided to the Superintendent.

8. TERMINATION:

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate the contract voluntarily upon written notice of one hundred eighty (180) days, except that the one hundred eighty (180) day notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate the contract of employment during its term for one or more of the following reasons:
 - (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence for which no reasonable accommodation is possible;
 - (5) Other due and sufficient cause.

- D. Prior to initiating any termination proceedings as set forth below, the Board may offer to engage a mediator to assist the parties in resolving any dispute over the 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

DocuSigned by:
Thomas Scarice 7/6/2023
898DD846DDA34AC...

Thomas Scarice Date

DocuSigned by:
Lee Goldstein 7/6/2023
74150105AA844CD...
By _____
Lee Goldstein Date
Its Chair