

EMPLOYMENT AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Town of Westport, County of Fairfield, State of Connecticut (hereinafter referred to as "Board") and John Bayers (hereinafter referred to as "Mr. Bayers" or the "Director of Human Resources and General Administration"). The purpose of this Agreement is to set forth the term and conditions under which the Board employs and Mr. Bayers agrees to be employed by the Board in the position of Director of Human Resources and General Administration for the Westport Board of Education. Both parties agree that due and sufficient consideration exists to support this Agreement, including but not limited to the mutual promises and commitments made herein.

NOW THEREFORE, the parties agree as follows:

1. The Board hereby agrees to employ Mr. Bayers as Director of Human Resources and General Administration for the Westport Board of Education, and Mr. Bayers hereby accepts such a position.
2. The term of this Agreement shall be from July 1, 2018 through and including June 30, 2021. During the months of May and/or June of 2019 and 2020, the Board shall conduct a review of Mr. Bayers' salary to determine what the annual salary shall be effective the following July 1, provided that in no event shall salary in one year be less than the salary of the previous year. The Board shall conduct a review of the duration of this Agreement in May and/or June 2020, and following such review the Board shall vote on whether to extend or renew Mr. Bayers' employment beyond June 30, 2021. If the contract is so extended, the Board shall determine the annual salary, which shall be effective the following July 1.
3. For the period of July 1, 2018 through June 30, 2019 the Board shall pay Mr. Bayers a base salary of One Hundred Eighty-Eight Thousand Three Hundred Ninety-Three Dollars (\$188,393). This base salary shall be divided into prorated payments identical to the prorated salary payments made by the Board to its twelve-month school

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administrators who are members of the bargaining unit represented by the Westport Intermediate Administrators Association (hereinafter referred to as "the WIAA").

4. Mr. Bayers and his eligible dependents shall be eligible for the same medical, major medical, long term disability, and life insurance coverage from the Board, as are provided to Westport Administrators under the WIAA collective bargaining contract, as that contract may from time to time be amended in the future. Mr. Bayers shall be required to make the same premium contributions and shall be subject to the same deductibles and other insurance cost containment measures as are or may in the future be in effect under the WIAA contract.

5. Mr. Bayers will receive paid vacation, holiday, and sick leave days identical to those provided under the WIAA contract, as such contract may from time to time be amended in the future. Mr. Bayers shall also be entitled to five (5) days of bereavement leave for death in the immediate family.

6. Mr. Bayers will receive twenty-five days of paid vacation allowance. For the purpose of vacation carryover only, the employment year shall end on June 30th of each year.

7. Mr. Bayers agrees to devote his full energies to his position as Director of Human Resources and General Administration in Westport. He shall be employed under the direction and supervision of the Superintendent of Schools and the Board. His daily work schedule shall be established by the Superintendent of Schools and Mr. Bayers understands that his is a full time, year round position. His duties and responsibilities shall include all those tasks normally and traditionally required of a Director of Human Resources and General Administration plus any additional duties and responsibilities required by the Board or the Superintendent.

8. Mr. Bayers shall be evaluated at least annually by the Superintendent of Schools or her designee.

9. Mr. Bayers is entitled to all the provisions of Article IX, Professional Growth and Development, as set forth in the WIAA collective bargaining agreement currently in force.

10. Mr. Bayers shall, upon application, be reimbursed for automobile travel on board or school district business outside the Town of Westport at the established mileage reimbursement rate. Mr. Bayers shall also receive an annual travel allowance of Three Thousand (\$3,000) for in-district transportation related to his duties as Director of Human Resources and General Administration.

11. The Director of Human Resources and General Administration may forgo up to five (5) days of vacation each year of this Agreement and receive per diem compensation (1/220 of the sum of the annual base salary) for such days, provided that any such days have accrued.

12. This Agreement and the employment relationship may be terminated at any time by mutual agreement of Mr. Bayers and the Board. Mr. Bayers may terminate this Agreement at any time by providing to the Board at least one hundred eighty days advance written notice of his intention to resign. This Agreement and the employment relationship may also be terminated at any time by the Board of Education for other due or sufficient cause. Notwithstanding the foregoing, the Board reserves its right under statute to terminate the employment of the Director of Human Resources and General Administration in accordance with Connecticut General Statutes Section 10-151 during the term of this Agreement for causes specified in said statute except for subsection (d)(5), elimination of position. Any such termination in accordance with statute shall also operate to terminate this Agreement. Nothing in this Agreement shall deprive the Board of Education of the authority to suspend or relieve Mr. Bayers from duty immediately when serious misconduct against him is alleged.

13. This Agreement shall become effective upon its approval and signing by Mr. Bayers and subsequent signing by, the Superintendent of Schools, a duly authorized representative of the Board.

14. This Agreement constitutes the full and complete agreement between the parties, and Mr. Bayers and the Board acknowledge that no other promises or commitments were made not contained in this Agreement unless they were reduced to writing and mutually signed by both parties.

15. This Agreement shall be in force and effect from the date of its approval and signing by both parties as provided above through and including June 30, 2020 when it shall expire and be of no further force and effect. Mr. Bayers and the Board may, upon mutual agreement, reduced to writing, extend this Agreement or replace it with a new Agreement.

WESTPORT BOARD OF EDUCATION

By Colleen A. Palmer
Colleen A. Palmer, Ph.D.
Superintendent of Schools

Date: June 21, 2018

By John Bayers
John Bayers

Date: 6/27/2018