

WESTPORT BOARD OF EDUCATION

EMPLOYMENT CONTRACT FOR INTERIM 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 Dr. David Abbey (hereinafter also called the "Interim Superintendent") that the Board, in accordance with its action on May 6, 2019 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ Dr. David Abbey as Interim Superintendent in the Town of Westport, Connecticut, and that Dr. David Abbey hereby accepts employment as Interim Superintendent upon the terms and conditions hereinafter set forth. The Board and the Interim Superintendent acknowledge that this Agreement is intended to comply with the applicable requirements of Connecticut General Statutes Sections 10-157 and 10-183v, compliance with which, including the approval of this election by the Commissioner of Education, shall be a condition precedent to this Agreement.

1. **CERTIFICATION**

At all times during the term of this Agreement, the Interim Superintendent shall maintain all valid certifications and approvals required by the State of Connecticut to occupy a position as superintendent of schools, continue to meet all state and federal requirements applicable to superintendents, and adhere to all applicable state and federal standards governing or related to the performance of his functions as Interim Superintendent.

2. **DUTIES**

- A. The Interim Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board and state law, the Interim 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, 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 shall attend all meetings of the Board 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**

This Agreement shall be effective for the period commencing the 8th day of May, 2019 and ending on the 30th day of June, 2020 (the "Term"), unless, pursuant to the provisions

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hereinafter set forth, this Agreement is terminated earlier by either party or by mutual agreement as set forth in this Agreement or is extended by mutual agreement for an additional term.

Anything in this paragraph to the contrary notwithstanding, the Termination provisions set forth in Section 6 shall take precedence and the Interim Superintendent's employment may be terminated pursuant to the provisions of said section.

4. **COMPENSATION**

A. **Salary:**

- 1) Commencing May 8, 2019 and continuing through and including June 30, 2019, the Board shall pay the Interim Superintendent a salary of Forty Four Thousand Two Hundred Seventeen Dollars (\$44,217), representing less than forty-five percent (45%) of the maximum full-time current annual salary rate for the assigned position of Superintendent of Schools in Westport, Connecticut. Commencing July 1, 2019, the Board shall pay the Interim Superintendent an annual salary of One Hundred Thirty Nine Thousand Seven Hundred Thirty Nine Dollars (\$139,739), representing forty-five percent (45%) of the maximum full-time current annual salary rate for the assigned position of Superintendent of Schools in Westport, Connecticut.
- 2) Any salary payments shall be subject to withholding for all payments required by state and federal law, and all voluntary deductions authorized by the Interim Superintendent in writing and approved by the Board.
- 3) Because the Interim Superintendent is a retired member of the Connecticut Teachers' Retirement System administered by the Connecticut Teachers' Retirement Board, a condition precedent to this Agreement is the approval by the Connecticut Teachers' Retirement System of this employment of the Interim Superintendent in accordance with Connecticut General Statutes Section 10-183v.

B. **Benefits:**

The following benefits shall be made available to the Interim Superintendent:

- 1) **Travel Expenses and Incidental Expenses.** The Board shall reimburse the Interim Superintendent for travel expenses (provided that reimbursement for miles driven by him that qualify as business miles shall not be reimbursed at a rate that exceeds the IRS's allowable federal rate per mile) and other incidental business expenses incurred by him in the performance of his duties.
- 2) **Sick Leave.** For the period May 8, 2019 through June 30, 2019, the Board shall provide the Interim Superintendent with three (3) days paid leave for leave due to

personal illness. For the period July 1, 2019 through June 30, 2020, the Board shall provide the Interim Superintendent with eighteen (18) days paid leave for leave due to personal illness.

- 3) **Personal Leave.** The Interim 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.
- 4) **Vacation.** For the period May 8, 2019 through June 30, 2019, the Interim Superintendent shall be entitled to two (2) days paid vacation. For the period July 1, 2019 through June 30, 2020, the Interim Superintendent shall be entitled to six (6) weeks paid vacation.

5. **PERFORMANCE EVALUATION**

The Board shall evaluate and assess the performance of the Interim 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 Interim Superintendent. Said evaluation and assessment shall be conducted pursuant to Connecticut General Statutes Section 10-157; shall be reasonably related to the goals and objectives of the Board for the year in question; and shall be in writing only upon the request of either party.

6. **TERMINATION**

Given the interim nature of this employment, the Board or the Interim Superintendent may terminate this Agreement for any reason (a) at any time by mutual agreement, or (b) by delivery of at least sixty (60) days advance written notice to the other of the intention to terminate this Agreement. During the period between delivery of said notice and termination of this Agreement, this Agreement shall continue in full force and effect, and the Interim Superintendent shall continue to exercise his best efforts in the performance of his duties as Interim Superintendent, provided the Board and the Interim Superintendent may shorten or extend such period by mutual written agreement. Failure of the Interim Superintendent to exercise his best efforts in the performance of his duties will constitute cause for termination, and as of that date, will release the Board from its obligations under this Agreement.

7. **GENERAL PROVISIONS**

- A. All notices or other communications to be given under this Agreement shall be in writing.
- B. No waiver by any of the parties to this Agreement of any breach of any condition, term, or provision of this Agreement shall be deemed to be a waiver of any preceding or subsequent breach of the same or any other condition, term, or provision. This

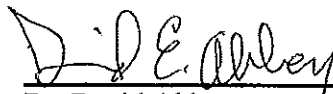
Agreement may not be amended, supplemented, or otherwise modified except by a written instrument signed by both the Board Chairperson and the Interim Superintendent.

- C. This Agreement contains the entire agreement between the parties hereto and supersedes all prior negotiations and prior written and/or oral agreements, promises, and representations with respect to the employment of the Interim Superintendent.
- D. If any provision of this Agreement shall be declared void or unenforceable by any court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects valid and enforceable.

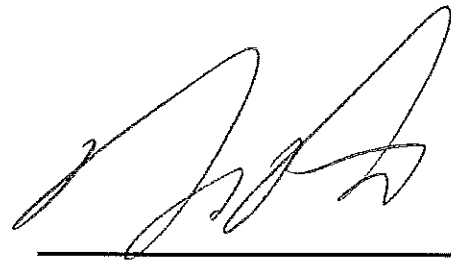
8. NOTICES TO THE CONNECTICUT TEACHERS' RETIREMENT BOARD

Pursuant to the requirements of Connecticut General Statutes Section 10-183v(a), the Board and the Interim Superintendent each shall separately provide the Connecticut Teachers' Retirement Board with (a) a written notice of the Interim Superintendent's employment by the Board upon the commencement of this Agreement, and (b) a second written notice at the end of each school year for which the Interim Superintendent is employed by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the 7th day of May, 2019.



Dr. David Abbey
Interim Superintendent of Schools



Mark Mathias, Chairperson
Westport Board of Education