

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" or the "Westport Board of Education") and Mr. John Bayers (hereinafter referred to as "Mr. Bayers"). The purpose of this Agreement is to set forth the terms 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, 2020 through and including June 30, 2023. Prior to June 30, 2021, the Board may vote to extend this contract. Absent such action by the Board, this contract shall terminate on June 30, 2023 in accordance with its terms.
3. For the period of July 1, 2020 through June 30, 2021, the Board shall pay Mr. Bayers a salary of One Hundred Ninety Six Thousand, Nine Hundred and Sixty Five Dollars, and Ten Cents (\$196,965.10), such payment to be divided into pro-rated payments identical to the prorated salary payments made by the Board to its twelve-month school administrators who are members of the bargaining unit represented by the Westport Intermediate Administrators Association (hereinafter referred to as "the WIAA"). The Board shall vote prior to June 30 of each succeeding year on the annual salary for the Director of Human Resources and General Administration. The base annual salary for any successive year of this contract shall not be less than the salary for the preceding year.

4. Mr. Bayers shall be eligible for 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, if applicable, to be contributed toward the purchase of 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 in accordance with Section 403(b) of the Internal Revenue Code, as amended. Mr. Bayers also shall be eligible for an elective deferral of salary on a pre-tax basis for an eligible plan under Section 457 of the Internal Revenue Code, in accordance with the applicable regulations to Section 457 issued by the Internal Revenue Service.

5. 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 the Board's school administrators under the collective bargaining agreement between the Board and the WIAA, , as that contract may from time to time be amended in the future (the "WIAA Contract"). 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.

6. 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. For the purpose of vacation carryover only, the employment year shall end on June 30th of each year, and Mr. Bayers shall be allowed to carry over up to ten (10) unused vacation days each year.

7. Mr. Bayers 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 been accrued. With prior approval of the Superintendent of Schools, Mr. Bayers may forgo up to an additional 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 any such days, provided that any such days have been accrued.

8. 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. His daily work schedule shall be established by the Superintendent of Schools, and Mr. Bayers understands that this 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. Mr. Bayers may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with meeting his responsibilities as Director of Human Resources and General Administration.

9. Mr. Bayers shall be evaluated at least annually by the Superintendent of Schools.

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 Dollars (\$3,000) for in-district transportation related to his duties as Director of Human Resources and General Administration.

11. 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 ninety 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 for other due or sufficient cause. Board action to non-renew or terminate Mr. Bayers's contract of employment in accordance with Conn. Gen. Stat. Section 10-151 shall also operate to terminate this Agreement. Nothing in this Agreement shall deprive the Board of the authority to

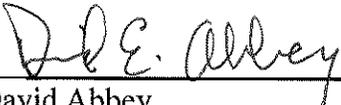
suspend or relieve Mr. Bayers from duty immediately when serious misconduct against him is alleged.

12. 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.

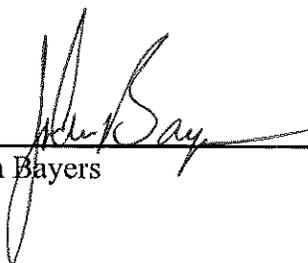
13. This Agreement constitutes the full and complete agreement between the parties, and Mr. Bayers and the Board acknowledge that no other promises or commitments were made not contained in this Agreement unless they were reduced to writing and mutually signed by both parties.

14. 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, 2023 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.

WESTPORT BOARD OF EDUCATION

By 
Dr. David Abbey
Interim Superintendent of Schools

Date: 6.6.20

By 
Mr. John Bayers

Date: 6/8/20