

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Bridgeport Board of Education (the "Board") and Michael J. Testani (the "Superintendent") that the said Board in accordance with its action on January 6, 2020 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Michael J. Testani as Superintendent of Schools and that Michael J. Testani 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 of the Bridgeport Public Schools. 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. RESIDENCY

As a condition of employment, the Superintendent shall establish residency within the City of Bridgeport within one (1) year of his employment as Superintendent of Schools, i.e. by July 1, 2021.

3. DUTIES:

- A. The Superintendent is the chief executive officer of the board. 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 or are not particularly set forth. 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 shall attend all meetings of the Board of Education and shall participate in all Board deliberations, except when matters relating to his own employment are under consideration, or relating to his spouse. The Superintendent shall receive notice of all Board Committee meetings directly to the Superintendent.
- C. Notwithstanding the foregoing, in the event an issue arises regarding the Superintendent's spouse (who is a school district employee) it shall be referred directly to the Board.

ATTEST:
Charles D. O'Hara, Jr.
 CHARLES D. O'HARA, JR.
 CLERK

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4. TERM:

The term of said employment is from July 1, 2021 to June 30, 2024. 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 whether to offer a new agreement to the Superintendent. At least three (3) 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 9 shall take precedence and the Superintendent's employment may be terminated under the provisions of said section.

5. BASE SALARY:

- A. The annual base salary of the Superintendent for 2021-22 shall be the sum of (a) \$245,000 in periodic payments in accordance with the established pay dates for the school district, and (b) an additional amount of \$5,000, to be paid to the Superintendent in substantially equal installments during the contract year 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. The total annual base salary compensation, as set forth in Sections 5.A(a) and 5.A(b) above, shall be subject to the State Teachers' Retirement Board contribution.
- B. 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.

6. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with fifteen (15) sick days annually cumulative to two hundred (200) days. The Board agrees that the Superintendent begins this contract with one hundred ninety-nine (199) sick days accumulated. Unused sick days shall not be compensated when employment terminates. The Board Chairperson shall be informed by Central Office when the Superintendent is out of work due to a sick day.
- B. The Board of Education shall provide the Superintendent with twenty-five (25) vacation days annually, with such days to be taken during the year in which they are earned. With prior written notification to the Board, the Superintendent may carry over up to five (5) days, provided that the Superintendent may not accumulate more than five (5) days in addition to the annual vacation entitlement. Vacation for a partial year of service shall be prorated. Subject to limitations above, upon termination of employment the Superintendent will be paid for unused vacation days at the daily rate of 1/260 of annual salary times the number of accumulated days. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate. The Superintendent shall notify the Board Chairperson before utilizing vacation days.
- C. The Superintendent shall have the holidays on which the Board offices are closed.
- D. The Board of Education shall provide the Superintendent annually with four (4) personal absence days to be used at his discretion for pressing personal business that cannot be conducted outside of school hours. The Superintendent shall notify the Board Chairperson before utilizing personal days, except in the case of an emergency.
- E. The Board of Education shall provide the Superintendent and his dependents with the same health insurance coverage as is provided to school district administrators from time to time. The Superintendent shall pay the same premium cost share as such other administrators.
- F. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of his professional duties. When appropriate, business expenses should be preapproved.
- G. The Board agrees to provide the Superintendent with a monthly stipend of two hundred dollars (\$200) to reimburse the Superintendent for his travel expenses incurred in the performance of his duties under this Agreement. For use of his own automobile outside of the state on school business, he shall be reimbursed at the IRS reimbursement rate on vouchers to be submitted by him.
- H. The Board will provide the Superintendent a laptop computer and I-Pad for his professional use.

- I. The Board will provide the Superintendent with a cellular phone for his professional use.

7. 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 Bridgeport 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 and the American Association of School Administrators. In addition, the District 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 Board of Education.
- 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 Board of Education with written notice of these activities

8. EVALUATION:

- A. The Board shall evaluate and assess in writing 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 reasonably related to the goals and objectives of the District for the year in question. The Superintendent shall submit to the Board a recommended format for said written evaluation and assessment of his performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, academic achievement, 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 within two (2) months of the expiration of each school year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's

performance with him. A copy of the 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 a 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.

9. 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 ninety (90) days, except that the ninety 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, incompetence or ineffectiveness;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability as shown by competent medical evidence;
 - (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.

G. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay the accumulated sick leave and vacation as provided in this Agreement.

10. 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.

BRIDGEPORT BOARD OF EDUCATION

SUPERINTENDENT

By


John R. Weldon
Its Chairman

Date

5/7/21


Michael J. Testani

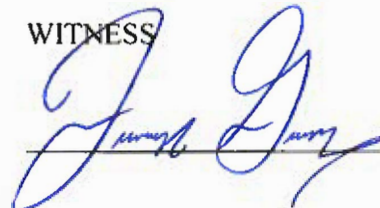
Date

5/7/2021

WITNESS


5-7-21

WITNESS


5-7-21

AMENDMENT NO. 1
to
EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS (2021-2024)

THIS AMENDMENT NO. 1 to Employment Contract for Superintendent of Schools (“Amendment”) is made this 4th day of August, 2021 between the BRIDGEPORT BOARD OF EDUCATION (the “Board”) and MICHAEL J. TESTANI (“Superintendent”) (the Board and Testani are hereinafter referred to collectively as the “Parties” and individually as a “Party”).

RECITALS:

WHEREAS, the Parties entered into an Employment Contract for the Superintendent of Schools dated May 7, 2021 (the “Employment Contract”); and

WHEREAS, the Parties wish to amend the Employment Contract to reference said salary increase.

NOW, THEREFORE, the Parties agree as follows:

1. Pursuant to a vote taken by the Board on July 29, 2021, paragraph 5A. shall be amended such that the annual base salary for 2021-22 shall be amended by deleting the reference to “\$245,000,” and replacing it with “\$275,000,” such that Testani’s annual base salary for 2021-22 shall be increased by \$30,000 to \$275,000 effective and retroactive to July 1, 2021.
2. All other provisions of the Employment Contract shall remain in effect and unchanged.
3. An original of this Amendment No. 1 shall be attached to the original of the Employment Contract in the Board’s files, and a copy shall be deemed attached to all copies of the Employment Contract.

Bridgeport Board of Education

By 
John Weldon
Its Chairman

Witness




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Superintendent

By 
Michael J. Testani

Witness



ATTEST:

CHARLES D. CLEMENS, JR.
TOWN CLERK

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