

EMPLOYMENT AGREEMENT

Between

THE BROOKFIELD BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

AGREEMENT entered into this 14 day of June, 2019 (hereinafter the "Agreement") by and between the **Board of Education of the Town of Brookfield** (hereinafter the "Board") and **John W. Barile, Sr.** (hereinafter the "Superintendent").

WITNESSETH:

WHEREAS, the Board has voted to employ the Superintendent in accordance with the terms and conditions set forth below; and

WHEREAS, the Superintendent wishes to accept such employment according to the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto agree as follows:

1. **Duties.** The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board of Education, state and federal laws and regulations, and State Board of Education regulations, the Superintendent has executive authority over the Brookfield School District ("District") 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 matters as to which his powers and duties are not expressly or by implication limited by Board policy or state statute. 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.

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 when matters relating to his own employment are under consideration. The Superintendent or his designee as approved by the Board shall receive notice of all Board meetings and he or his designee shall attend such meetings.

2. **Term.** The term of employment is from the date it is signed by both parties to June 30, 2022. By July 1, 2020 and July 1st of each contract year thereafter, the Board shall vote on whether the Superintendent's contract will be extended. The

Superintendent shall inform the Board of this provision by June 1st of each contract year. If the Board does not affirmatively vote to extend his contract then no extension shall occur.

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

3. **Compensation.** The starting total annual base salary of the Superintendent shall be the sum of the following:

- (a) Two Hundred Sixteen Thousand Two Hundred Forty Dollars and Zero Cents (\$216,240.00), made in bi-weekly installments in accordance with the established pay practices of the Board, and
- (b) An additional amount of Nineteen Thousand Five Hundred Dollars and Zero Cents (\$19,500.00), from which total annual base salary the Superintendent shall arrange to have a reduction in base salary (elective deferral), on a pre-tax basis, as permitted by applicable provisions of the Internal Revenue Code, the amount of Nineteen Thousand Five Hundred Dollars and Zero Cents (\$19,500.00) to a tax sheltered annuity designated by the Superintendent. It is the intention of the parties that this Nineteen Thousand Five Hundred Dollars and Zero Cents (\$19,500.00) be included in the Connecticut State Retirement Board's Retirement Benefits Calculation and the parties agree to make any modifications to this paragraph as may be required by the State Teacher Retirement Board upon subsequent review by that body in order to comply with their requirements, while at the same time effectuating the purpose of the parties herein. A statement of choice for the annuity/account shall be filed annually by the Superintendent with the Board.
- (c) In the 2019-2020 contract year, the Superintendent shall be paid a stipend for his Doctoral Degree in the amount of Three Thousand Dollars (\$3,000). In the 2020-2021 contract year, he shall be paid a stipend of Four Thousand Five Hundred Dollars (\$4,500).

The annual base salary, as referenced above, for any subsequent year of this Agreement, shall be negotiated and agreed to by the Board and Superintendent. If the Superintendent and the Board are unable to mutually agree as to the Superintendent's total annual base salary for the subsequent year, the total annual base salary shall continue at the rate in effect for the prior year. Under no circumstances shall the total annual base salary for any subsequent year be less than the total annual base salary for the prior year. Any mutually agreed to adjustment in total annual base salary made during the life of this Agreement shall be made 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 nor that the termination date of the existing contract has been extended.

4. **Evaluation Format.** The Board shall evaluate and assess the performance of the Superintendent at least annually during the term of this Agreement. Said evaluation and assessment shall be reasonably related to the goals and objectives of the District for the year in question. 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 sixty (60) days of the commencement of each year of this Agreement. The evaluation format shall be reasonably objective and shall contain at least the following criteria: Board-Superintendent relations; community relations; personnel relations; educational program; business matters; professional leadership and personal qualities. The evaluation format shall provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format.
5. **Evaluation.** The Superintendent shall be evaluated by the Board in executive session no later than June 30th in each year of his contract. In the event that the Board determines under the evaluation format, that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, of said deficient performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be deficient and all other instances where the Board deems such to be necessary or appropriate. The Superintendent shall have the right to make a written reaction or response to the written evaluation which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated the Superintendent's performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Board shall meet with the Superintendent and endeavor to assist the Superintendent in improving his performance as to such matters. The Board shall submit to the Superintendent a report summarizing its activities and results, including efforts by the Superintendent to meet established goals and objectives within ninety (90) days of such meeting(s). Thereafter, the Board may require additional meetings where necessary.

6. **Termination.**

- A. The parties may, by mutual consent, terminate the contract at any time.

- B. The Superintendent shall be entitled to terminate the contract upon written notice of ninety (90) days.
- C. The Board may terminate the contract of employment during its term for "cause." The term "cause" as used herein shall be defined to mean:
 - 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; or
 - 5. Other due and sufficient cause.

In the event the Board seeks to terminate the contract for one of the above reasons, it shall provide the Superintendent written notice that termination of his contract is under consideration without prejudice. Within ten (10) days after receipt of said written notice by the Superintendent, the Superintendent shall be entitled to file a written request with the Board for a statement of written charges. The Superintendent shall be furnished with a statement of written charges within ten (10) days after receipt of his request. Within ten (10) days after receipt by the Superintendent of the statement of written charges, the Superintendent may file a written request for a hearing before a neutral arbitrator in accordance with the rules and procedures of the American Arbitration Association (AAA) and such hearing shall be scheduled to commence not later than thirty (30) days after the receipt of the Superintendent's written request for such hearing. The Arbitrator shall render his/her decision within fifteen (15) days after the close of the hearing and shall send a copy of his/her decision setting forth the reasons and evidence relied on the Board and the Superintendent. Such decision shall be based on the evidence presented at the hearing and shall be final and binding on the parties. Notwithstanding the foregoing, nothing herein shall preclude the parties from mutually agreeing upon an arbitrator in lieu of AAA, but such arbitrator shall adhere to the same procedures as set forth by AAA.

The hearing before the Arbitrator may be conducted in public or executive session, at the option of the Superintendent, to the extent allowed by law. The Superintendent shall have the right to be accompanied, at his own expense, by legal counsel and shall have the right to introduce evidence and call witnesses on his behalf.

The aforesaid time limits may be extended by mutual written agreement signed by the parties.

In the event the Superintendent's services are terminated pursuant to this section, then all compensation to him from and after the date of final determination by the Board shall cease.

7. Fringe Benefits.

- A. The Board of Education shall provide the Superintendent with twenty (20) paid sick days per year which may be accumulated to a maximum of one hundred fifty (150) days.
- B. The Board shall provide the Superintendent with twenty five (25) vacation days annually, exclusive of Saturdays, Sundays and those legal holidays accorded other administrative employees of the Board, the schedule of which shall have prior Board approval. The vacation day entitlement shall be prorated for service of less than one fiscal year. The annual twenty (20) vacation day allotment shall fully accrue on July 1st of each contract year. Such vacation time must be utilized by June 30th of each year and any time not taken off shall be forfeited at the end of each fiscal year. Vacation time off may not be accumulated from fiscal year to fiscal year, except as mutually agreed upon by the Board, and in no event shall be more than a total of five (5) unused vacation day per year. The maximum permitted vacation time off in any fiscal year shall be the sum of the contractual annual allotment plus the additional (up to 5 days) approved by the Board.
- C. The Superintendent and his eligible dependents shall be entitled to participate in the medical, prescription, and dental insurance plans with managed benefits set forth in the then applicable collective bargaining agreement between the Board and the Brookfield Administrators' Association as it may be amended from time to time. The Superintendent shall pay the same premium share that the other administrators pay for such coverage.
 - 1. The Superintendent may elect not to participate in the health insurance benefits listed above in paragraph C of this section. The Superintendent will make any election under this Section in writing. In any fiscal year in which the Superintendent elects not to participate in the Board's health insurance program, he shall be paid the sum of two-thousand-five-hundred dollars (\$2,500) into an annuity of his choice in the fiscal year during which such election is in effect. Any payments under this paragraph shall be prorated on a monthly basis for any partial fiscal year in which the Superintendent is employed. If the Superintendent has elected not to participate in the Board's health insurance program, as provided herein, he may change his election during the annual window period established by the Board

for the next fiscal year, if allowed by the Board's insurance carrier(s) and subject to any eligibility requirements imposed by such carrier(s), or when he is subject to a qualifying event recognized by the Board's insurance carrier that would allow participation in the plans.

2. The Superintendent shall be eligible to participate in the Section 125 Plan established by the Board.
3. The Superintendent shall receive long-term disability coverage for total and permanent disability, in accordance with the following;
 - a. Monthly benefit payments equal to sixty percent (60%) of the Superintendent's monthly compensation in effect on the Superintendent's last day worked.
 - b. Benefit payments hereunder will be reduced by the amount of any benefits paid to or on behalf of the Superintendent which are funded by the Board or the Town of Brookfield.
 - c. Benefit payments to the Superintendent will begin after the expiration of six (6) months following the Superintendent's last day worked or upon the exhaustion of accumulated sick leave, whichever occurs later.
 - d. In no case shall the Superintendent's payment from all sources, calculated on an annual basis, exceed the Superintendent's annual base compensation rate as of the Superintendent's last day worked.
 - e. Benefit payments will cease when the disability abates or when the Superintendent becomes eligible to receive retirement benefits (other than disability retirement benefits funded solely by the Superintendent) whichever is sooner, but in no event shall benefits be paid hereunder beyond the month in which the Superintendent reaches age 65.
 - f. Should the Superintendent retire under the Connecticut Teachers Retirement System with Brookfield being his last employing board of education, the Superintendent and his spouse shall have the option to participate in the same medical, prescription and dental plans offered to the Brookfield Administrators Association until he reaches the age 65 provided he pays the same premium share rate that the other administrators pay for the same coverage and provided he is not eligible for health insurance coverage from another

employee or source or from his spouse's employer and provided he has worked in the Brookfield School District for a period of at least five (5) years. Should the Superintendent die in retirement before attaining the age 65 after meeting the eligibility requirements herein for Board-paid health insurance, his spouse, as long as she is the widow of the Superintendent and as long as she is not entitled to health insurance coverage from her employer or another source, shall have the right to participate in the medical, prescription and dental plans offered to administrators until she attains the age of 65, provided she pays the same premium share that the other administrators pay for the same coverage.

- D. The Superintendent shall receive term life insurance in the amount of three (3) times his total annualized base compensation rounded to the nearest thousand.
- E. The Superintendent shall be entitled to the paid holidays as set forth in the Brookfield Administrators Association contract.
- F. The Superintendent shall be granted five (5) personal days per year to attend to personal business which cannot be transacted other than during working hours and up to three (3) days absence without the loss of normal pay, for a death in the Superintendent's immediate family as defined in the then current Collective Bargaining Agreement between the Brookfield Board of Education and the Brookfield Administrative Association.
- G. The Superintendent may participate in the Town of Brookfield's ("Town") non-contributory Section 457 deferred compensation plan provided the plan, as it may be amended from time to time by the Town, allows for such participation.

8. **Reimbursement of Expenses.**


- A. **Mileage Reimbursement.** The Superintendent shall be reimbursed for mileage associated with his use of his personal vehicle in the course of his employment with the District, upon presentation of records of such use, in accordance with the District's mileage reimbursement policy, as it may be changed from time to time by the Board.
- B. **Professional Conferences and Conventions.** The Superintendent shall be encouraged to attend appropriate professional meetings at the local, state and national levels. Within budget constraints, as approved by the Board, costs of such attendance shall be paid by the Board.

- C. **Professional Dues.** The Superintendent may, upon prior approval of the Board, become a member of appropriate educational organizations, and the Board shall reimburse the Superintendent for the cost thereof.
 - D. **Smart Phone Expense.** The Superintendent shall, upon presentation of receipts, be reimbursed for cost of a Smart Phone, not to exceed Fifty Dollars (\$50) per month.
9. **Professional Activities.** The Superintendent may undertake consultative work, speaking engagements, writing, lecturing and other professional activities to a maximum of five (5) days per year provided such does not interfere with the Superintendent's duties and is approved in advance by the Board.
10. **General.**
- A. Complete Agreement: This contract contains the entire agreement by and between the Board and the Superintendent. It may not be amended orally but may be amended by an agreement in writing, signed by an authorized representative of the Board and the Superintendent. Immediately upon signing, this Agreement shall supersede all prior agreements between the parties.
 - B. Notices: Notices to the Board, as required herein, shall be sent to the Secretary of the Board, and notices to the Superintendent shall be sent to the Superintendent's home address.
 - C. Waiver: 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 waiver of any preceding or subsequent breach of the same or any other condition, term, or provision.
 - D. Governing Law: This Agreement shall be subject to the General Statutes of the State of Connecticut, the regulations of the State Department of Education, and written rules, regulations and policies of the Board of Education, insofar as they relate to the powers and duties of the Superintendent, whether now in existence or established or modified hereafter, which are all incorporated herein as though they had been fully set forth. Where any of the provisions of this Agreement conflict with any of the written rules, regulations and policies of the Board, the provisions of this Agreement shall supersede such conflicting rules, regulations and policies.

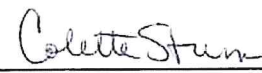
E. Savings Clause: If any provision of this Agreement shall be declared void or unenforceable by any Court or administrative body of competent jurisdiction, such provision shall be deemed to have been severed from the remainder of this Agreement, and the balance of the Agreement shall continue in all respects to be valid and enforceable.

11. Authorization. This contract is being executed on behalf of the Board by Colette Sturm, its Chairman, pursuant to a vote taken by the Board at a meeting duly held on May 15, 2019 authorizing the Board Chairman to execute this Agreement on behalf of the Board.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates designated below.

By:  Date: 6/14/19
John W. Barile, Sr.
Superintendent of Schools

THE BROOKFIELD BOARD OF EDUCATION

By:  Date: 6/14/19
Colette Sturm
Chairman, Brookfield Board of Education

Witness: This Agreement has been signed in the presence of:

 Date: 6/14/19
Witness