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**AGREEMENT  
BETWEEN  
THE BROOKFIELD BOARD OF EDUCATION  
AND  
KENNETH POST**

**FOR THE POSITION OF  
DIRECTOR OF BUSINESS AND OPERATIONS**

The **Board of Education of the Town of Brookfield**, Connecticut (the "Board") hereby agrees to employ **Kenneth Post** of the Town of Bethel, Connecticut (the "Employee"), and he agrees to accept such employment, as Director of Business and Operations under the terms and conditions set forth below.

1. Term - The term of this Agreement is from July 1, 2019 up to and including June 30, 2020, subject to prior termination as provided in Section 5.A, below or further extension/modification as provided in Section 6.B, below.
2. Duties - The Employee shall act under the supervision of the Superintendent of Schools and shall perform those duties as set forth in the Director of Business and Operations' job description and other tasks reasonably related to this position. The Employee shall act in conformity with all Board policies and applicable town, state and federal laws, rules and regulations and maintain all required certifications for this position. At a minimum, the Employee's work hours shall be those hours when the Central Office is open for business, with the understanding that specific tasks as assigned may result in an extension of necessary work hours. The Employee shall attend all Board of Education meetings, committee meetings and other meetings as required by the Superintendent. The Employee shall not be a member of any bargaining unit, nor fall under the terms of any collective bargaining agreement.
3. Compensation - During the employment term of July 1, 2019 to June 30, 2020, the Board shall provide Employee with an annual gross compensation of One Hundred Sixty Three Thousand Four Hundred Twenty Six Dollars and Zero Cents (\$163,426.00) less any deductions required by law or authorized by the Employee. Should Employee's employment with the Board continue beyond the term of this Agreement, Employee may be eligible for increases in compensation, subject to, among other things, satisfactory performance, budgetary considerations and operational needs. The above mentioned annual compensation shall be paid in 26 equal installments during the term of this Agreement.

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Employee will receive a monthly transportation allowance of Two Hundred (\$200) to be paid in 26 equal installments for the term of this Agreement. This payment shall constitute full payment for the use of the Employee's automobile on behalf of the Board.

4. Employee Benefits and Insurance -

- A. During the term of this Agreement, the Employee shall be entitled to the disability insurance benefits and workers' compensation benefits as set forth in the current collective bargaining agreement between the Board and the Brookfield Administrators' Association.
- B. During the term of this Agreement, the Director of Business and Operations and his eligible dependents shall be entitled to participate in the same medical, prescription, dental and vision insurance plans with managed benefits the Board offers to other non-union employees of the Board as the terms of those benefits may be modified from time to time by the Board. The Director of Business and Operations shall pay the same contributions to premiums and other costs as the other non-union employees of the Board as those costs change from time to time.
- C. The Director of Business and Operations shall be eligible to participate in Section 125 Plan established by the Board.
- D. During the term of this Agreement, the Employee shall be entitled to twenty (20) paid time off days (PTO) earned as of July 1. PTO days may be scheduled only upon the approval of the Superintendent, who shall make a reasonable effort to accommodate the Employee, subject to business needs. PTO days may not be accumulated from fiscal year to fiscal year, except if approved in writing by the Superintendent, and in no event shall more than a total of five (5) unused PTO days per year be accumulated up to a maximum total of ten (10) unused PTO days in excess of the Employee's annual allotment. Such accumulated PTO days (a maximum of 10 days) shall, if unused, be paid to the Employee following separation from service.

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- E. The Board will provide the Employee group term life insurance benefits in the amount of three (3) times his gross annual salary rounded to the nearest thousand.
- F. The Director of Business and Operations shall receive disability insurance benefits and Worker's Compensation benefits pursuant to the terms set forth in the then Collective Bargaining Agreement between the Board and the Administrators' Association.
- G. The Employee shall be granted the following paid holidays when school is not in session:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Lincoln's Birthday     | Thanksgiving Day       |
| Washington's Birthday  | Day after Thanksgiving |
| Good Friday            | Day before Christmas   |
| Memorial Day           | Christmas Day          |
| Independence Day       |                        |

The above holidays shall be celebrated on the date declared by the state or federal government, or in lieu thereof, by the Board of Education, as the official day of celebration and only when school is not in session. In the event such a holiday falls on a school day, another non-school day off shall be granted with pay.

- H. The Employee shall be provided with twenty (20) days of paid sick leave earned as of July 1. Such sick leave may accumulate up to one hundred eighty (180) days. If the Employee has completed more than twelve (12) years of continuous service with the Board, the Employee shall, upon termination of employment, receive compensation for all unused and accumulated sick leave, not to exceed one hundred eighty (180) days, at the rate of Sixty Dollars (\$60) per day.

5. Termination

- A. The Employee and the Board mutually acknowledge and agree that this Agreement, and the Employee's employment, is terminable either: (a) by mutual written consent of the parties at any time; or (b) at the conclusion of the term of this Agreement (as set forth in Section 2 above); or (c) "at-will" for any lawful reason or no reason at all with ten days written notice by the Board to the Employee; or (d) "at-will" by Employee upon providing at least ten (10) business days written notice to the Board.

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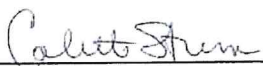
- B. Upon termination of this Agreement, the Board shall not be required thereafter to pay for or provide any benefits or insurance under Section 4 of this Agreement, unless otherwise required by law.
- C. On or before the date of termination of the Employee's employment, the Employee shall return any and all Board property in the Employee's possession or control.

6. Entire Agreement

- A. This Agreement constitutes and contains the complete agreement and final understanding between the parties with respect to the Employee's employment with the Board and the subject matters addressed herein between the parties. This Agreement supersedes any and all prior agreements or understandings, oral or written, between the parties with respect to the issues addressed in this Agreement, and specifically to any matters relating to the Employee's employment with the Board, except as otherwise stated above.
- B. No other contracts, agreements or promises contrary to or in lieu of this Agreement (including but not limited to any agreements to continue to employ the Employee following the term of this Agreement) shall be binding or of any effect unless in writing and signed by the parties after the date of this Agreement.
- C. No person has any authority to make any representations or promises on behalf of any of the parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein.

Acknowledging receipt of a copy of this Agreement and knowingly and voluntarily agreed upon by:

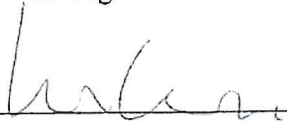
  
Kenneth Post

  
Brookfield Board of Education  
Colette Sturm, Chairperson

6/14/19  
Date

6/14/19  
Date

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

  
Witness

Date: 6/14/19