

AGREEMENT

It is hereby agreed by and between the Board of Education for the Town of Berlin, Connecticut (hereinafter referred to as the "Board") and Brian Benigni (hereinafter referred to as the "Superintendent"), that the Board does hereby employ Brian Benigni as Superintendent of Schools, subject to and in accordance with the provisions of Conn. Gen. Stat. §10-157, and that Brian Benigni hereby accepts such employment, upon the terms and conditions hereinafter set forth.

1. Certification

At all times during the term of this Agreement, the Superintendent shall possess and maintain appropriate certification from the Connecticut State Department of Education to serve as Superintendent of Schools.

2. Duties

The Superintendent shall serve as the chief executive officer of the Board. The Superintendent is to ensure that Board policies and federal and state laws and regulations are adhered to throughout the district. In harmony with the policies of the Board of Education, and federal and state laws and regulations, the Superintendent has executive authority over the school system and the responsibility for its supervision. The Superintendent 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. The Superintendent advises the Board on policies and plans that the Board

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takes under consideration, and he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent 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. The Superintendent or his designee, as authorized by the Board, shall attend all Board Committee meetings.

3. Term of Agreement

- A. This Agreement shall become effective on January 3, 2018 and shall remain in effect through and including January 3, 2021.
- B. Anything in this paragraph to the contrary notwithstanding, the provisions of the section entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated under the provisions of said section at any time during the term of this Agreement.

4. Work Year

The work year for the Superintendent shall be twelve months.

5. Base Salary

As used in this Agreement, the terms "year" and "contract year" shall be defined as the fiscal year, which begins on July 1 and ends on June 30. The Superintendent's base annual salary shall be pro-rated for partial years of service as Superintendent.

The Superintendent's base annual salary rate for the period January 3, 2018 through June 30, 2019 (pro-rated as set forth above) shall be as follows:

- A. A cash component of One Hundred Eighty-four Thousand Three Hundred Seventy Dollars (\$184,370) per year;
- B. An additional sum of Seven Thousand Dollars (\$7,000) per year, over and above the cash component set forth in Section 5A, 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 IRC Section 403(b), as amended, and then contributed toward the purchase of a 403(b) annuity with a tax sheltered annuity company of his choice.

The Superintendent's base salary, as set forth in Sections 5A and 5B above, shall be payable in equal installments throughout the contract year, in accordance with the procedures governing payment of certified staff members employed by the Board.

The total base annual salary compensation, as set forth in Sections 5A and 5B above, shall be subject to the State Teachers' Retirement Board contribution.

The Superintendent's base annual salary for the period commencing on July 1, 2019 and continuing through the remainder of the contract term shall be determined prior to July 1 for each year. In the event that the Board and the Superintendent are unable to reach agreement on terms with regard to the Superintendent's base annual salary for a particular year, the base annual salary in effect for the preceding year shall remain in effect.

6. **Benefits**

A. The Board of Education shall provide the Superintendent with twenty (20) sick days per fiscal year for personal illness of the Superintendent. Such sick days shall be credited to the Superintendent at the beginning of each contract year. The number of sick days shall be pro-rated for any partial year of service as Superintendent. The Superintendent shall be allowed to carry over all accumulated sick days from the Superintendent's previous position in the district as Assistant Superintendent. Sick days shall be cumulative to a maximum of two hundred twenty-five (225) days.

B. Vacation: The Board of Education shall provide the Superintendent with thirty (30) days of vacation per fiscal year, exclusive of legal holidays as observed in the school calendar. Such vacation days shall be credited to the Superintendent at the beginning of each contract year. The number of vacation days shall be pro-rated for any partial years of service as Superintendent.

Vacation days shall be taken during the contract year that they are earned, except that the Superintendent may carry over five (5) days of vacation from one contract year to the next contract year. Effective on June 30 of each contract year, the Superintendent shall be compensated at the per diem rate for up to five (5) days of unused vacation in excess of the five days permitted to be carried over under this section. The Superintendent shall forfeit any other unused vacation days not carried over and not paid for in accordance with this contract section. Requests by the Superintendent to take vacation time must be submitted to the Board President. The per diem rate shall be calculated at 1/260th of base annual salary.

In the event of the death of the Superintendent, any earned but unused vacation will be paid to the Superintendent's estate. In the event that the Superintendent resigns or retires from employment with the Board during or at the end of the term of this Agreement, he shall be entitled to be paid for unused vacation credited during the fiscal year in which he retires or resigns on a pro-rated basis, based on the number of months remaining in the contract year as of the effective date of the Superintendent's resignation or retirement. In order to be eligible for any such payment for unused vacation days upon resignation or retirement, the Superintendent must provide the Board with written notice of such resignation or retirement at least ninety (90) days prior to the effective date of such resignation or retirement. Any vacation days to be paid to the Superintendent in accordance with this section shall be paid at the Superintendent's per diem rate, which shall be calculated at 1/260 of the Superintendent's base annual salary.

- C. Personal Days: The Superintendent shall be entitled to days for personal leave upon approval by the Board President.
- D. Health and Dental Insurance: The Superintendent has been offered and hereby waives group medical and dental insurance coverage for the period through and including June 30, 2018. During the district's open enrollment period for any subsequent year of this Agreement, and/or in the event of a qualifying event in accordance with applicable law occurring at any time during this Agreement, the Superintendent shall have the right to enroll himself, his spouse and his eligible dependents in the High Deductible Health Plan provided to certified administrators employed by the Board (including the wellness incentive provided to certified administrators), and in the dental insurance

plan provided to certified administrators employed by the Board, as such plans may be amended from time to time. The Board shall fund fifty percent (50%) of the applicable HSA deductible amount for the Superintendent, in the same manner as applicable to certified administrators employed by the Board.

The Superintendent shall pay, through payroll deduction, the following percentage of the premiums for such insurance coverage in the event that he enrolls in such plans:

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
HSA	20.5%	21.5%	22.5%
Dental	22.0%	22.0%	23.0%

- E. Life Insurance: The Board shall provide term life insurance for the Superintendent with a face amount of \$250,000.
- F. Disability Insurance: The Board shall provide the Superintendent with long-term disability insurance with a 180-day elimination period, providing sixty percent (60%) of income, up to a maximum benefit of \$6,000 per month.
- G. Insurance Benefits (General Provisions): Participation in any of the insurance plans described in this Agreement shall be subject to the eligibility requirements of the carrier(s). The specific elements of coverage under any such plan shall be governed by the plan documents issued by the insurance carrier/administrator. The Board reserves the right to change the specific insurance plan(s) or carrier(s) for insurance coverage at any time during the term of this Agreement.
- H. Automobile Allowance: The Board shall provide an allowance for the use of the Superintendent's personal automobile in carrying out the Superintendent's

responsibilities under this Agreement, in the amount of Six Thousand Five Hundred Dollars (\$6,500) per year. The automobile allowance shall be paid in equal monthly installments throughout the course of the contract year. Payment of the automobile allowance shall be subject to any and all applicable tax withholding and reporting requirements.

- I. Tuition Reimbursement: The Board agrees to reimburse the tuition costs of the Superintendent upon completion of any college course which is applicable to the job being performed. As a condition precedent to the reimbursement of any such tuition costs, the Superintendent shall apply for reimbursement with the Board President prior to enrollment in the course. The Board President's decision whether such tuition is reimbursable shall be based on the value to the school system of the requested course. Upon producing a transcript showing proof of satisfactory completion of the course, reimbursement shall be made by the Board to the Superintendent.

7. Evaluation Format

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Agreement. This 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. If the Board and the Superintendent are unable to reach agreement on an evaluation format, the Board will determine the evaluation format. The evaluation format shall be reasonably objective and shall contain at least the following criteria:

- Board-Superintendent Relations
- Educational Leadership and Continuous Improvement
- School and Community Relations
- Human Resources Development and Management
- Organization Planning and Operational Management
- Personal and Professional Values and Ethics

The evaluation format shall provide for an evaluation system both as to overall performance and as to the specific criteria set forth in the evaluation format.

8. Evaluation

The Board in executive session shall evaluate the Superintendent no later than May 31st of each year of this agreement. The evaluation shall include recommendations as to areas of improvement in areas where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent no later than June 30 of each year of this Agreement. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. No later than July 31 of each year of this Agreement, the Board in executive session shall meet with the Superintendent to discuss the evaluation.

To initiate the evaluation process, the Superintendent shall provide the Board with a copy of this contract clause, no later than April 15 of each year of this Agreement.

9. **Termination of Agreement**

- A. The parties may, by mutual consent, terminate this Agreement at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days, except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto in which case verbal notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.
- C. The Board may terminate this Agreement during its term for one or more of the following reasons:
 - (1) Inefficiency or incompetence;
 - (2) Insubordination against reasonable rules of the Board of Education;
 - (3) Moral misconduct;
 - (4) Disability which renders the Superintendent unable to carry out the essential functions of the Superintendent's position, as shown by competent medical evidence;
 - (5) Other due and sufficient cause.

In the event the Board seeks to terminate this Agreement 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 the completion of such hearing and

shall send a copy of its decision to the Superintendent, setting forth the reasons and evidence for its decision. 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 in such proceedings. Any time limits established herein may be waived by mutual agreement of the parties.

10. Professional Meetings

The Board encourages the Superintendent to continue professional development and expects participation in relevant learning experiences. Subject to budgeted appropriations, the Superintendent may maintain appropriate professional association memberships to be paid by the Board. Upon the prior approval of the Board President, the Superintendent may attend professional meetings, seminars and conferences related to the performance of duties as Superintendent, with the expenses to be paid by the Board.

11. Outside Professional Activities

The Superintendent may undertake, with prior approval of the Board President, consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided such activities do not interfere with his responsibilities as Superintendent.

12. General Provisions

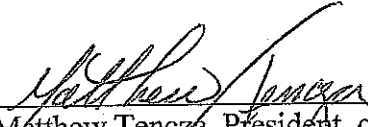
- A. If any of the provisions, terms or clauses of this Agreement are determined to be illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon both parties.
- B. This Agreement 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. Commencing upon the effective date, it supersedes any and all prior agreements between the parties.
- C. This Agreement shall be construed under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.



Brian Benigni

Date: 11/20/17



Matthew Tencza, President, on behalf
of the Berlin Board of Education

Date: 11/20/17