

BROOKLYN BOARD OF EDUCATION

EMPLOYMENT CONTRACT FOR SUPERINTENDENT OF SCHOOLS

It is hereby agreed by and between the Brooklyn Board of Education (hereinafter called the "Board") and Patricia L. Buell (hereinafter called the "Superintendent") that the said Board in accordance with its action on May 26, 2021 by election pursuant to section 10-157 of the Connecticut General Statutes, has and does hereby employ the said Patricia L. Buell as Superintendent of Schools and that Patricia L. Buell hereby accepts employment as Superintendent of Schools of 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 her to serve as Superintendent. 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. 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. She has the general authority to act at her discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which her powers and duties are not expressly limited or are not particularly set forth. She advises the Board on policies and plans that the Board takes under consideration, and she takes the initiative in presenting to the Board policy and planning issues for the Board's attention.
- B. The Superintendent or her designee as approved by the Board of Education shall attend all meetings of the Board of Education, including all committee meetings, and shall participate in all Board deliberations, except by Board invitation only when matters relating to her own employment are under consideration. The Board may excuse the Superintendent from Board deliberations when appropriate.

3. 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.

4. BASE SALARY:

- A. The annual base salary of the Superintendent shall be

2021-22: \$174,466.80 which includes an annuity of \$10,000

2022-23: \$178,828.47 which includes an annuity of \$10,000

2023-24: \$183,299.18 which includes an annuity of \$10,000

to be paid to the Superintendent in periodic payments in accordance with the established pay dates for the school district. The Superintendent will arrange to have an elective deferral deducted from her 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 she chooses from the Board's list of approved 403(b) of the Internal Revenue Code.

- B. The annual base salary for the Superintendent shall be subject to required deductions for the State Teachers' Retirement Fund, withholding taxes, medical cost sharing, and other agreed to deductions which the Superintendent may authorize in writing. Salary shall be prorated for any partial year of employment.

5. FRINGE BENEFITS:

- A. The Board of Education shall provide the Superintendent with twenty (20) sick days. Unused sick leave shall be accumulated from year to year, so long as the Superintendent remains continuously in the service of the Board, up to two hundred (200) days. Unused sick days shall not be compensated when employment terminates.

- 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. 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.

- 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 up to five (5) personal absence days to be used at her discretion for pressing personal business that cannot be conducted outside of school hours.

- E. In addition to personal leave, the Superintendent will be allowed up to three (3) days leave of absence with full pay for each death in the immediate family.

Immediate family will include parents, grandparents, children, brothers, sisters, and spouse. This leave must be concluded within five (5) days following the death, unless a memorial service is planned at a later time. Additional bereavement time (paid or unpaid) may be approved by the Board Chairperson for extenuating circumstances.

- F. The Board of Education shall offer the Superintendent and her dependents with a High Deductible Health Care Plan Design (HDHP Plan) with a Health Savings Account Feature as described in Appendix A. The Board shall pay seventy-six (76%) percent of the premium costs of such insurance, and the Superintendent shall pay the remainder by payroll deduction. On an annual basis, the Board and the Superintendent shall negotiate over changes to this provision at the same time that salary is determined.
- G. The Board shall provide the Superintendent with term life insurance with a face value of one and one-half (1 & 1/2 times) her annual salary.
- H. The Superintendent of Schools shall be reimbursed for out-of-pocket expenses reasonably incurred in the performance of her professional duties. The Superintendent shall substantiate any such expenses in accordance with district procedures.
- I. The Board agrees to reimburse the Superintendent for travel expenses incurred in the performance of her duties under this agreement at a rate of Two Thousand Dollars and No Cents (\$2,000.00) per fiscal year. Travel expenses will be paid in the form of a travel expense stipend. The travel expense stipend is subject to state and federal taxes. Payments shall be disbursed equally over twenty-six (26) pay periods in the amount of \$76.92.

6. 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 Brooklyn 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 Chairperson of the Board, and provided for in the district's budget.

- 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 her responsibilities as Superintendent. When such activities provide remuneration to the Superintendent, she shall provide the Chairperson written notice of such activities

7. 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 her performance. The evaluation format shall be reasonably objective and shall contain at least the following criteria: educational leadership, 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 prior to the expiration of each year during the term of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with her in executive session unless the Superintendent requires that such discussion be held in open session. 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 evaluation in 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 her 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.

8. 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 (90) 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 her 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 hearings may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to her own counsel, at her own expense. Any time limits established herein may be waived by mutual written 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, vacation and insurance benefits provided in this Agreement.

9. 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.
- C. 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 her home address.
- D. This agreement is being executed on behalf of the Board by Mac Lyons, Brooklyn Board of Education Chairperson, pursuant to a vote taken by the Brooklyn Board of Education, at a meeting duly held on May 26, 2021 authorizing Mac Lyons, Brooklyn Board of Education Chairperson, to execute this Agreement on behalf of the Board.

BROOKLYN
BOARD OF EDUCATION

SUPERINTENDENT

By Mac Lyons 6-4-21 Patricia A. Buell 6/4/21
Date Date

APPENDIX A

High Deductible Health Care Plan Design with a Health Savings Account Feature (HDHP Plan)

This insurance matrix document contains a summary and description of various insurance benefits. It is agreed and understood by the parties that the insurance description contained in this Agreement and the matrix are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in this Agreement or the matrix, the policies shall always prevail.

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the Superintendent's HSA account on or around the first payroll after July 1st and the first payroll after January 1st. The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board has no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

	In-Network	Out-of-Network
Annual Deductible (individual/aggregate family)	\$2,500/5,000	
Co-insurance	N/A	30% after deductible up to co-insurance maximum
Cost Share Maximum (individual/aggregate family)	\$5,000/10,000	
Lifetime Maximum	Unlimited	Unlimited
Preventive Care	Deductible not applicable	30% co-insurance after deductible, subject to co-insurance limits
Prescription Drug Coverage	Subject to Deductible then: Retail (30 day) \$10 tier 1/\$25 tier 2/\$40 tier 3 Mail Order (90 day): \$10 tier 1 /\$50 tier 2/\$80 tier 3	30% co-insurance after deductible, subject to co-insurance limits

