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CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS BARKHAMSTED PUBLIC SCHOOLS

JUN 0 8 2023 Holly P. Krouse BARKHAMSTED TOWN CLERK

Whereas the Board of Education of the Town of Barkhamsted, Connecticut (hereinafter called the "Board") has elected James C. Agostine to serve as Superintendent of Schools in accordance with Connecticut Statutes 10-157, and whereas James C. Agostine (hereinafter called the "Superintendent") has accepted that responsibility to serve as Superintendent of Schools of the Town of Barkhamsted, Connecticut.

# 1. DUTIES

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board and state laws, the Superintendent has executive authority over the school system and responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board, 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 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 shall receive notice of Board Committee meetings and he or his designee may attend such meetings.

### 2. SUPERVISION AND EVALUATION

The parties agree that supervision and evaluation of the Superintendent is the responsibility of the Board.

## 3. OUTSIDE PROFESSIONAL ACTIVITIES

By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

### 4. TERM

The term of employment under this Agreement is from July 1, 2023 through June 30, 2026, except as this Agreement may be terminated earlier in accordance with the provisions of Section 7 below.

# 5. COMPENSATION

The Superintendent will be paid a salary of \$74,243, not to exceed 104 days, and it will be adjusted annually consistent with the teacher's salary increases. The Superintendent will work 2 days per week on the average. Should the Superintendent work year exceed the contracted 104 days, the Superintendent may opt for either option of: 1. rolling over these days to the subsequent year or 2. being compensated for these days at the per diem rate. In the event of special projects, the Board may approve additional days at the per diem rate at its discretion. These days shall not be considered part of the "base salary" for future school years. The compensation package will be reassessed annually.

# 6. BENEFITS

The Superintendent will receive a reimbursement for medical expenses in the amount of \$10,285 per school year that will be added to the base salary for the purpose of calculating the per diem rate. This amount will be adjusted annually according to the teacher's salary increases each year. The Board shall provide the Superintendent with a mileage allowance of \$600 per year, and an allowance of \$300 for staff development activities. The Superintendent shall be provided a \$100,000 term life insurance policy as well as Long Term Disability (LTD) insurance based upon his salary each year.

## 7. TERMINATION

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party with or without cause. By way of explanation but not limitation, the parties acknowledge that the Board continues its search for a successor Superintendent and that appointment of a successor prior to the completion of the contract term may result in the termination of the Agreement.

### 8. GENERAL PROVISIONS

The Agreement contains the entire Agreement between the parties. It may not be amended orally but may be amended by written agreement of the parties. If any part of the Agreement is invalid, such invalidity shall not affect the remainder of this Agreement which shall be binding and effective against all parties.

# 9. NOTIFICATION OF RETIREMENT

The Superintendent shall notify the Board of an intent to retire by February I of the year of retirement. The Board may ask the Superintendent to lead the search for a replacement. There will be a stipend not to exceed \$5,000 and a new Superintendent will start work on or about July 1 of same year.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year set forth below.

Superintendent, James C. Agostine

Date:

Thomas Brodnitzki, Board of Education Chair

CAPRICE SHAW

Date:

0/4/23

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