EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of this 1st day of July, 2017 by and between the WOODBRIDGE BOARD OF EDUCATION (hereinafter referred to as the "Board") and ROBERT GILBERT (hereinafter referred to as the "Superintendent").

I. EMPLOYMENT

It is hereby agreed by and between the Board and the Superintendent that the said Board in accordance with its action by election pursuant to Section 10-157 of the Connecticut General Statutes, has and does hereby employ Robert Gilbert as Superintendent of Schools of Woodbridge and that Robert Gilbert hereby accepts employment as Superintendent of Schools of Woodbridge on a full time twelve (12) month basis upon the terms and conditions hereinafter set forth.

II. TERM

A. The term of said employment is for the period commencing July 1, 2017 to June 30, 2020. The Superintendent and the Board agree they shall adhere to the following procedures to extend the Superintendent's employment under this Agreement for an additional period of time. In the absence of an Agreement to extend, this Agreement shall terminate effective the last day of the term as described herein.

B. Prior to June 30 of the first year of the Agreement, the Board, at the request of the Superintendent, may vote on whether to give the Superintendent a new Agreement.

C. Prior to June 30 of the second year of the Agreement, the Board shall vote on whether to give the Superintendent a new Agreement. At least three (3) months prior to the end of the second year of the Agreement, the Superintendent shall notify the Board that this

Agreement is about to expire and shall provide the Board this clause. Anything in this paragraph to the contrary notwithstanding, the provisions of termination shall take precedence, and the Superintendent's employment may be terminated under the provisions of said section.

III. TERMINATION

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

B. The Superintendent shall be entitled to terminate the Agreement upon written notice of ninety (90) days, except that the ninety day notice is not required if termination is part of an action to implement a new Agreement, in which case oral notice by the Superintendent, duly witnessed and recorded in the minutes, is acceptable.

C. The Board may terminate the Agreement during its term for one or more of the following reasons:

(1) Inefficiency, incompetence or ineffectiveness;

(2) Insubordination against the 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 Agreement for one of the above reasons, it shall serve on the Superintendent written notice that termination of his Agreement 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 termination is under consideration, the Superintendent may file with the Board written request for a hearing before the Board which shall be held within twenty (20) 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.

The Superintendent shall have the right to his own counsel, at his own expense. Any time limits established herein may be waived by mutual agreement of the parties.

IV. DUTIES

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board, State laws, and State Board of Education regulations, the Superintendent has executive authority over the school system and the 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 he takes the initiative in presenting to the Board policy and planning issues for the Board's attention.

The Superintendent or on occasion 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 all Board Committee meetings and he or his designee shall attend such meetings.

V. EVALUATION

The Board shall evaluate and assess the performance of the Superintendent annually during the term of this Agreement. The Superintendent shall submit to the Board a recommended format for the evaluation and the assessment of his performance (hereinafter "evaluation format").

The Board shall meet to 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 by April 1st of each year of this Agreement. The evaluation format shall be as objective as reasonably possible.

The Superintendent's evaluation shall be reasonably related to the goals and objectives of the District for the year in question. The evaluation format shall provide for a rating system both as to overall performance and the specific criteria set forth in the evaluation format.

The Superintendent shall be evaluated by the Board within sixty (60) calendar days on or before July 1st of each year of this Agreement. Prior to preparing a written evaluation, the Board shall discuss the Superintendent's performance with him in executive session unless the Superintendent requires that such discussion be held in open session. A copy of this written evaluation shall be delivered to the Superintendent within thirty (30) days of its completion and the Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to such evaluation.

In the event the Board determines under the evaluation format that the overall performance of the Superintendent is deficient in whole or in part, or has made recommendations as to areas needing improvement, it may describe any performance concerns in writing in reasonable detail, indicating specific instances where appropriate. In addition, the Board may meet in executive session with the Superintendent in an effort to assist him in improving his performance, or 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 his 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. A prescription shall be developed to address any such deficiencies that may have been noted and a reasonable opportunity shall be provided to the Superintendent to remedy the same.

At the first meeting to be held during the evaluation period, the Superintendent shall provide the Board with a copy of this Article.

VI. OUTSIDE ACTIVITIES

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

VII. PERSONAL DAYS

A. The Superintendent shall be allowed seven (7) days leave in each year of the Agreement, non-cumulative, with no pay deductions to attend to any one of the following issues: Death or illness in the immediate family, legal matters, business matters, religious matters, medical matters, educational matters or family matters.

B. Upon request the Board may grant additional days leave for any reason they believe meritorious in addition to those listed in Paragraph A above.

VIII. SICK LEAVE

A. The Superintendent shall receive eighteen (18) days of sick leave which shall be credited to the Superintendent at the beginning of each year of the Agreement. Unused sick leave shall be accumulated from year to year to a maximum of Two hundred and fifteen (215) days. Upon commencement of employment the Superintendent shall be credited with sixty (60) sick days.

B. The Superintendent shall be notified of sick leave accumulation by September 15th of each year.

C. Sick days shall not be paid for at the time of separation of employment (whether by termination, resignation, Agreement expiration or any other means).

IX. VACATION

The Superintendent will be allotted twenty-five (25) days of vacation for each year of the Agreement. Such vacation days shall be credited to the Superintendent at the beginning of each year of the Agreement. The Board and the Superintendent recognize the value of vacation and the Board encourages the Superintendent to use his vacation time in the year in which it is earned. Any unused vacation days at the end of June, however, up to a limit of twenty (20) days per year may be carried over to the next year. These carried over days shall expire in the next year if unused by the Superintendent. The Superintendent will be paid for unused vacation days on a pro rata basis at the time of termination at the daily rate of 1/261st of base salary. In the event of death, unused and accrued vacation pay will be paid to the Superintendent's estate.

X. CONFERENCE LEAVE

A. The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. Subject to budgeted appropriations, the Superintendent may attend professional meetings, the expenses to which shall be paid by the Board.

B. Such leave will be considered professional leave and will not be charged to the Superintendent's personal days.

C. Expenditures for out of State professional meetings of more than one (1) day require advance notification to the Board. In addition, the Board shall endeavor to send the Superintendent to one national educational conference per year.

XI. COURSE REIMBURSEMENT

The Board agrees to reimburse the Superintendent for course work at colleges/universities so long as said course work is approved in advance by the Board.

XII. REIMBURSEMENT FOR OTHER EXPENSES

A. The Superintendent shall be reimbursed for out-of-pocket expenses incurred in the performance of his professional duties on vouchers properly completed and submitted.

B. The Board shall pay the full cost of the Superintendent maintaining professional association memberships including: the International Reading Association, AASA, ASCD, CAPSS, NAESP, CASCD and the South Central Area Superintendents Association.

C. The Superintendent shall be provided and/or reimbursed for a cell phone, laptop computer and any other required items for the management of the Superintendent's Office.

XIII. SUPERINTENDENT'S SALARY

Superintendent's "annual base salary" is defined as that element of compensation specifically and separately stated and paid to the Superintendent pursuant to this individual Agreement of employment in periodic installments throughout the term of the Agreement, including:

A. For the period July 1, 2017 – June 30, 2018, the annual base salary shall be $175,788.00 on an annualized basis; and

B. An additional sum of One Thousand Dollars ($1,000), to be paid to the Superintendent in substantially equal installments during the agreement year as to which amount the Superintendent will arrange to have an elective deferral deducted from his/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 he/she chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended.

For the years July 1, 2018 – June 30, 2019 and July 1, 2019 – June 30, 2020, the annual base salary of the Superintendent will be negotiated between the Board and the Superintendent. Any adjustment in annual base salary made during the life of this Agreement shall become part of this Agreement. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new Agreement with the Superintendent nor that the termination date of the existing Agreement has been extended.

The Annual Base Salary for Superintendent services for any period that employment is renewed under the provisions of Section II shall be negotiated and agreed to by the Board and the Superintendent prior to the commencement of the new Agreement term. Under no circumstances shall the annual base salary for the subsequent years be less than the annual base salary for the prior year.

During the term of this Agreement the Superintendent reserves the right to arrange pursuant to a legally binding salary agreement to have an additional elective deferral deducted from his annual base 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 he chooses from the Board's list of approved 403(b) vendors pursuant to the Board's 403(b) plan available to Board employees generally in accordance with Section 403(b) of the Internal Revenue Code, as amended

XIV. INSURANCE BENEFITS

A. The Board shall provide the Superintendent with the same high deductible medical insurance benefits (including dental) that it provides to its other certified administrators with the Board. Effective July 1, 2017, the Board will pay ninety-two percent (92%) of the premium cost and the Superintendent will pay the remaining eight percent (8%).

B. The Board shall provide the Superintendent with life insurance equal to two (2) years of base salary.

XV. PROTECTION AGAINST LEGAL PROCEDURE

The Board agrees, as a further condition of this Agreement, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his employment and the acts at issue were not wanton, reckless or malicious. The intent of this provision is to incorporate by reference Section

10-235 of the Connecticut General Statutes and not to diminish any rights as may be provided therein for the benefit of the Superintendent.

XVI. GENERAL PROVISIONS

A. This Agreement contains the entire agreement between the parties. Commencing upon signing, it supersedes all prior agreements between the parties, which shall hereafter be null and void. This Agreement may only be amended by a written amendment that specifically references this agreement and is signed by the parties.

B. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or enforceable provisions were omitted.

IN WITNESS WHEREOF, the Parties hereunto have caused this Agreement to be executed by their proper officers, hereunto duly authorized.

WOODBRIDGE BOARD OF EDUCATION

6-19-17
DATE

BY: _____
MARGARET HAMILTON
BOARD CHAIR

SUPERINTENDENT

6-19-17
DATE

BY: _____
ROBERT GILBERT