

EMPLOYMENT AGREEMENT
between the GRANBY PUBLIC SCHOOLS
and
SUPERINTENDENT OF SCHOOLS
(7/1/21-6/30/26)

This Employment Agreement (hereinafter referred to as the "Agreement") is made between the Granby School Committee (hereinafter referred to as the "Committee") and (hereinafter referred to as the "Superintendent"). For mutual consideration expressed herein, The Committee hereby employs as Superintendent of the Granby Public Schools and hereby accepts such employment, on the terms and conditions below:

GENERAL PROVISIONS:

A. The Superintendent shall be employed as the Superintendent for a period of five (5) years, from July 1, 2021 through June 30, 2026, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein. Each year of the Agreement is referred to herein as a "Contract Year" (Contract Year 1: July 1, 2021 through June 30, 2022; Contract Year 2: July 1, 2022 through June 30, 2023; Contract Year 3: July 1, 2023 through June 30, 2024; Contract Year 4: July 1, 2024 through June 30, 2025; and, Contract Year 5: July 1, 2025 through June 30, 2026). For purposes of this Agreement, the anniversary date shall be July 1 of each year.

B. The Superintendent shall notify the Committee on or before October 1, 2025, in writing, as to his desires concerning a new agreement. The Committee, on or before October 1, 2025, shall notify the Superintendent, in writing, as to whether or not they wish to commence negotiations for a successor Agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor Agreement. In such an event, this Agreement shall terminate, as hereinbefore provided, on June 30, 2026.

C. In the event that both the Superintendent and the Committee give notice to each other indicating their desire to commence negotiations for a successor Agreement, the parties hereto shall meet and shall attempt to conclude negotiations by June 30, 2026.

D. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2026, unless otherwise agreed upon in writing by the parties by January 1, 2026.

COMPENSATION:

A. The Committee agrees to pay the Superintendent, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as Superintendent of Schools, an annual salary of \$130,000 for year one of the Agreement beginning on July 1, 2021. The salary shall be payable in equal installments convenient to the parties, at least once per month, and shall be subject to any adjustments agreed upon by the Committee and the Superintendent pursuant to Section C

below. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.

B. Each year during which this Agreement is in effect, the Committee and the Superintendent shall meet at least ninety (90) calendar days prior to the anniversary date for the purpose of reviewing the Superintendent's salary and expenses. It is agreed that the Superintendent shall receive a cost of living increase of zero percent (0%) to two percent (2%) or more dependent on the annual performance evaluation of the Superintendent and/or economic conditions in the second through fifth year of the Agreement. In accordance with Massachusetts General Laws, Chapter 71, Section 598, other applicable laws, the Superintendent's job description, and the policies of the District, the Superintendent shall be responsible to manage the Granby Public Schools. The Superintendent recognizes that his responsibilities and conduct are not limited to prescribed hours and conditions and will perform the duties of his position as determined by the Committee and will expend the time and effort necessary to effectively achieve the goals and objectives of the Granby Public Schools. The Committee reserves the right to amend the Superintendent's job description at any time, as long as the duties must be within his statutory and regulatory duties and responsibilities.

C. The Superintendent shall have complete freedom, subject to law and any legally binding contracts of the school district, to organize, reorganize and arrange the administrative and supervisory staff in such a way as in his judgment best serves the school district.

D. The Superintendent's powers, as described in paragraph A of this section, may be limited by any official action of the Committee that is not in conflict with the terms of this Agreement or with state or federal law.

E. The Committee, individually and collectively, will promptly refer to the Superintendent, for his study and recommendation, all criticisms, complaints and suggestions that are brought to their attention and which they deem important enough to warrant the Superintendent's attention.

WORK YEAR AND LEAVE BENEFITS:

A. Work Year: The work year for the Superintendent is between July 1st and June 30th of each Contract Year. The Superintendent shall devote his full time, skill, labor and attention to the fulfillment of his duties as Superintendent for the Granby Public Schools.

B. Remote Work: The Superintendent will be allowed to work remotely up to five (5) days per contract year with prior notification to the School Committee Chair.

C. Sick Leave: The Superintendent is entitled to fifteen (15) days of sick leave per year to cover the Superintendent's absences for personal illness or injury. The Superintendent may carry over unused accrued sick leave days into subsequent Contract Years up to a maximum of 215 days. The Superintendent can carry over his sick leave balance from serving as Principal of Granby Jr./Sr. High School as of the date of the signing of this agreement into his new position. .

D. Holidays: The Superintendent shall not be required to work on the following holidays:

Day before New Year's Day

New Year's Day

Martin Luther King Day

Presidents' Day

Patriots' Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Friday after Thanksgiving

Day before Christmas

Christmas Day

E. Personal Leave: The Committee may grant the Superintendent up to three (3) personal days with pay per Contract Year for important legal or personal business which cannot be conducted outside of the Superintendent's work day or for emergencies. Requests for such leave must be submitted to the Chair of the Committee not less than forty-eight (48) hours before the absence occurs, whenever possible.

F. Vacation Leave: The Superintendent shall receive each contract year, twenty five (25) working days of vacation, which shall be credited on the first day of each contract year. The Superintendent may carry over up to ten (10) vacation days to the following year. In the event that this Contract is terminated for any reason prior to its expiration date, the Superintendent's vacation entitlement in the year of termination shall be deemed earned pro rata on a monthly basis.

G. Bereavement Leave: The Superintendent will be allowed up to five (5) bereavement days with pay per Contract Year to make funeral arrangements and/or to attend the funeral/memorial service for the Superintendent's spouse, child, father, mother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandchild or other person residing in the Superintendent's household. The Committee may grant the Superintendent up to one (1) bereavement day with pay per Contract Year to attend the funeral/memorial service for the Superintendent's aunt or uncle. Two (2) additional days shall be granted for the death of an immediate family member requiring travel in excess of two hundred (200) miles. Additional bereavement leave may be granted by the Committee.

H. Leave Pursuant to the Family Medical Leave Act ("FMLA"): The Superintendent may take any leave to which he is entitled pursuant to the FMLA. The Superintendent shall use all of his accrued paid leave (sick leave and personal leave) to which the Superintendent is otherwise entitled during any FMLA leave. (The Superintendent shall only use accrued sick leave for the Superintendent's own

illness, injury, and/or disability. Should the Superintendent exhaust his accrued paid leave prior to the expiration of the Superintendent's FMLA leave, the remainder of any such leave shall be unpaid.

I. Jury Duty: If the Superintendent is required to be absent from work because of jury duty, he shall continue to be paid his regular salary during the period of time that he is on jury duty minus any remuneration received for such service. Absence from work because of jury duty will not adversely affect the retention and/or accrual of any benefits.

OUTSIDE ACTIVITIES:

A. The Superintendent may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not interfere with his duties as Superintendent.

B. The Superintendent may undertake or engage in consulting work of any nature after first notifying the Chairperson of the Committee, provided that the consulting work does not interfere with the performance of his duties as Superintendent.

REIMBURSEMENT:

A. Courses, Conferences, Seminars and Workshops: The Committee recognizes the need for continued professional development on the part of the Superintendent and will reimburse the Superintendent for travel, attendance fees, lodging and other expenses associated with attending local, state and national professional conferences, seminars, or workshops which further the development or training of the Superintendent, up to a maximum of \$2,000.00 per year.

C. Professional Development: The Committee recognizes the importance of professional development for the Superintendent and shall pay the Superintendent's membership dues for membership in the Massachusetts Association of School Superintendents (MASS), the Connecticut Valley Superintendents' Roundtable, and the American Association of School Administrators. The Committee also agrees to pay for a Superintendent mentoring program for the first three years of this contract.

HEALTH INSURANCE:

A. Group Health Insurance: The Superintendent may elect to obtain group health insurance available to employees and their dependents in the Granby Public Schools on the same terms and conditions as such insurance is generally available to employees in the Granby Public Schools. The Superintendent recognizes that the Granby Public Schools and the Town of Granby may change such terms and conditions and such insurance from time to time.

B. If the Superintendent declines to obtain such health insurance, the Superintendent shall provide proof of health insurance coverage through another source and shall complete any required documentation including the Massachusetts Health Insurance Responsibility Disclosure ("HIRD").

C. Other Insurances: The Superintendent is eligible for other insurances, including life insurance and long term disability insurance on the same terms and conditions as such insurances are

generally available to other non-unionized employees in the Granby Public Schools. The Superintendent recognizes that the Granby Public Schools and the Town of Granby may change such terms and conditions and such insurances from time to time.

PERFORMANCE EVALUATION:

A. The Superintendent shall be evaluated annually in accordance with M.G.L. Chapter 71 Section 38, Department of Elementary and Secondary Education (DESE) regulations, and the model superintendent evaluation instrument by the Granby School Committee. Discussions of expectations of Goals and Objectives can be determined ahead of time on an annual basis. The Committee shall serve as the primary evaluators of the Superintendent. All evaluations shall be compiled by the appropriate subcommittee of the Granby School Committee, be signed by both the Chair of the Granby School Committee and Superintendent, and properly placed in the Superintendent's personnel file.

B. The Superintendent hereby represents to the Committee that he is currently licensed to serve as a School Superintendent pursuant to the laws of the Commonwealth of Massachusetts and the Rules and Regulations of the Commissioner of Elementary and Secondary Education and the Massachusetts Department of Elementary and Secondary Education, and the Superintendent shall maintain, throughout the term of this Agreement, a valid and appropriate license qualifying him to serve as a School Superintendent in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, as such may be amended from time to time. The Superintendent agrees to notify the Committee within 24 hours of his license being revoked, rescinded, or lapsed.

INDEMNIFICATION:

A. In accordance with and to the extent provided by applicable Massachusetts General Laws, the District agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of his employment or under direction of the District. The Superintendent shall, within five (5) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the District. The parties understand and agree that this indemnification provision shall not apply to actions by the District to suspend and/or terminate the Superintendent.

B. This Indemnification Section shall survive the termination of this Agreement.

TERMINATION OF EMPLOYMENT AGREEMENT:

A. The Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, failure to meet the performance standards of the contract and approved job description, or other good cause. In that event, the Superintendent will be given at least thirty (30) days' written notice, copies of all relevant documentation used to make the decision to terminate, including a statement of

the charges against him, and a hearing by the Committee, at which he shall be given the right to legal representation at his own expense and to all due process to which he is entitled.

B. This Agreement may be terminated during its term due to financial necessity and/or reorganization so long as notice is provided to the Superintendent at least six months prior to said termination. In such a situation, the Committee may determine not to terminate this Agreement, but instead may offer to renegotiate this agreement in accordance with the needs based on the reorganization.

B. Any dispute about the termination of the Superintendent by the Committee shall be settled and determined by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and an award by an Arbitrator selected pursuant to such rules shall be final and binding on the parties. These proceedings may be initiated by filing a demand for arbitration with AAA. The remedy of the arbitrator shall be reasonable financial compensation rather than reinstatement to the position.

C. A dismissal by the Committee shall sever any and all rights that the Superintendent shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.

D. In the event that the Superintendent desires to terminate this Agreement before his term of service shall have expired, he may do so by giving at least 120 calendar days' notice of his intention to the Committee or such other notice as is mutually agreed to by the parties in writing. All notices required or desired to be given under this Agreement will be deemed to be served if in writing and delivered by in-hand delivery to the Committee or sent by certified mail to the Committee in the case of the Superintendent, or sent by certified mail to the Superintendent in the case of the Committee.

ENTIRE AGREEMENT:

This Agreement contains the whole agreement between the Committee and the Superintendent. There have been no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those set forth herein. No modification of or addition to this Agreement shall be effective unless and until set forth in writing and signed by the parties.

SEVERABILITY:

If any term(s) or provision(s) of this Agreement are held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity and enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be modified to the extent necessary to make it or them enforceable.

GOVERNING LAW:

This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

COUNTERPARTS:

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original and both of which, taken together, will be deemed one and the same instrument.

PRECEDENCE OF AGREEMENT

This agreement takes precedence over any prior employment contract that might have been entered into by the parties.

LEGISLATIVE CHANGES AFFECTING WORKING CONDITIONS

In the event that new legislation changes working conditions enumerated herein, the School Committee and/or Superintendent have the right to reopen this Agreement with respect to such changes.

IN WITNESS WHEREOF the parties have caused this Agreement to be subscribed in duplicate on this 23rd day of June 2021.

Come to

By:

Chairperson
Granby School Committee

Superintendent of Granby Public Schools