

Superintendent's Contract
East Granby Board of Education of Melissa Bavaro-Grande

It is hereby agreed by and between the Board of Education of the East Granby Public School District, K-12, located in Hartford County in the State of Connecticut (hereinafter the "Board") and Melissa Bavaro-Grande (hereinafter the "Superintendent") that in accordance with its action on May 24, 2021, the Board has and does approve a contract of employment effective July 1, 2020 and that Ms. Bavaro-Grande hereby accepts employment as the Superintendent of Schools of the East Granby Public School District, K-12 upon the terms and conditions set forth hereinafter.

1. 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. She has the general authority to act at her discretion, subject to later approval by the Board, 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.

The Superintendent or her 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 her own employment are under consideration (attendance at such meetings by the Superintendent shall be in accordance with applicable law). The Superintendent shall receive notice of all Board committee meetings and she or her designee may attend such meetings.

That, the Superintendent will, after prior discussion with the Board, have freedom to organize, reorganize, and arrange the administrative and supervisory staff which in her judgment best serves the East Granby Public Schools; that the administration of instruction and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff; that the responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent and her staff; and that the Board, individually and collectively, will refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendations.

2. WORK YEAR

The work year for the Superintendent shall be twelve (12) months.

3. TERM

The term of said employment is for three (3) years from July 1, 2020 to June 30, 2023. The Superintendent and the Board agree that they shall adhere to the following procedures to extend the Superintendent's employment under this contract:

Prior to the end of each year of this three (3) year contract, the Board shall determine, by a vote of the Board, whether to offer the Superintendent a new three (3) year contract (or a contract for a shorter duration than three (3) years). At least three (3) months prior to the end of each year of this three (3) year contract, the Superintendent shall notify the Board that her contract is about to expire and shall provide the Board this contract clause. Should the Board offer a new three (3) year contract (or a contract for a shorter duration than three (3) years) and the Superintendent accept, a new contract or an addendum to this contract shall be prepared and signed by the parties.

Under no circumstances shall the Superintendent's employment contract exceed three (3) years, as per state statute. Should the Board determine not to extend the Superintendent's employment contract as provided herein then the contract shall expire on its termination date as stated herein and shall be of no further force or effect.

In the event that the Board votes to approve a new contract, the new contract will be based upon the term agreed to by the parties.

Any agreement on salary for the July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30 2023 contract years shall be an amendment to this contract and will be affixed to this contract.

Anything in this paragraph to the contrary notwithstanding, the provisions of section 9 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 contract or any extension of this contract.

4. COMPENSATION

The Superintendent's salary for the July 1, 2020 through June 30, 2021 contract year shall be one hundred seventy-five thousand dollars (\$175,000.00) paid in bi-weekly installments.

The Superintendent's salary for the July 1, 2021 through June 30, 2022 and July 1, 2022 through June 30, 2023 contract years shall be discussed and negotiated in accordance with paragraph 3 above, unless the parties by mutual agreement agree to extend the period for discussing and negotiating a specific contract year.

Additionally, in each contract year, the Board shall contribute into a tax-deferred (403B), on a 50/50 basis, an amount set forth below based on the Superintendent's years of service with the East Granby Public School District, K-12. "Years of Service" shall be

defined as total unbroken years of service as an administrator/Superintendent for the Board. The contributions by the Board will be deposited monthly, after the Superintendent's contribution.

Rate of Board Contribution

3-5 Years of Service	2.50%
6-10 Years of Service	2.75%
11-20 Years of Service	3.0%
20+ Years of Service	3.50%

5. FRINGE BENEFITS AND WORKING CONDITIONS

A. The Board shall provide the Superintendent with the following:

1. Twenty (20) sick days in each contract year cumulative to two hundred (200) days. Upon termination of employment, remaining accumulated sick days shall be forfeited.
2. Twenty-five (25) vacation days in each contract year exclusive of legal holidays.

Unused vacation days, not to exceed nine (9) days per contract year, may be carried over to the next contract year. Additionally, on July 1st of each contract year, the Superintendent shall be compensated for unused vacation days for the previous contract year that exceeded thirty-four (34) accumulated days to a maximum of six (6) days.

Except as set forth above, vacation days shall not be cumulative, with such days to be taken during each specific contract year that the days are credited. The Superintendent agrees not to use vacation days during either professional development days or school days, without prior written authority from the Board.

Upon separation from employment (regardless of the reason for such separation), the Superintendent shall not be eligible for remuneration for any unused vacation days credited during such contract year.

3. Six (6) personal days in each contract year that may be used with advance notice to the Board Chairman or his/her designee. Personal days shall not be cumulative.
4. A term life insurance policy in the amount of three times (3x) the Superintendent's base salary.

5. The full costs of membership in the Connecticut Association of Public School Superintendents, Inc., Farmington Valley Superintendent's Association and the Hartford Area Superintendent's Association.
 6. The full cost of the annual premium for a long term disability insurance policy. Such policy shall be the same policy offered to Administrators.
- B. The Superintendent shall be eligible for her choice of health insurance plans provided to administrative staff. The Board shall pay a percentage of the cost of health insurance premiums for the Superintendent and her enrolled dependents with the Superintendent paying the remaining percentage through payroll deduction based on the premium share contributions set forth in the Administrators collective bargaining agreement for the applicable contract year (and the deductible amounts set forth in the Administrators collective bargaining agreement shall also apply if the Superintendent selects the High Deductible Health Plan).
 - C. The Board shall indemnify the Superintendent in accordance with the terms and for the specific reasons set forth under Connecticut General Statutes Section 10-235.

6. PROFESSIONAL GROWTH

The Board encourages the continued professional growth of the Superintendent through her participating in:

- A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator associations; and
- B. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the district.

The Board shall permit a reasonable amount of release time for the Superintendent, as she and the Board mutually deem appropriate, to attend such matters and to pay for the necessary fees for travel and subsistence expenses. The amount spent on such activities shall be reasonable, as determined by the Board; provided, the aggregate sum shall be no greater than three thousand dollars (\$3,000.00) in each contract year.

7. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this contract. Said evaluation shall be completed prior to June 1st.

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 evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The evaluation format shall contain at least the following criteria: Board-Superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for a rating system both as to overall performance and as to the specific criteria set forth in the evaluation format.

The Board shall adopt an evaluation format arrived at by mutual written agreement of the Board and the Superintendent within ninety (90) calendar days of the commencement of this contract (provided, such period of time may be extended by mutual written agreement of the Board and the Superintendent).

8. EVALUATION

The Board in executive session shall evaluate the Superintendent pursuant thereto commencing at least ninety (90) calendar days prior to the expiration of each year during the term of this contract. Any discussion of the Superintendent's performance shall be in executive session, unless the Superintendent elects to have the discussion in public session. In the event that the Board determines under the evaluation format, that the performance of the Superintendent is deficient in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, said deficient performance.

The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be deficient and all other instances where the Board deems such to be necessary or appropriate.

A copy of the written evaluation shall be delivered to the Superintendent within thirty (30) calendar days of its completion and the Superintendent shall have the right to make a written reaction or response to the evaluation that shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) calendar days of delivery of the written evaluation to the Superintendent, The Board in executive session shall meet with the Superintendent to discuss the evaluation.

Whenever the Board has evaluated performance, in whole or in part, to be deficient, or has made recommendations as to areas of improvement, the Chairman of the Board shall appoint a committee of not less 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 shall report in writing to the full Board, with a copy to the Superintendent, its activities and the results thereof, within ninety (90) calendar days. Thereafter, the Board may continue the Committee and require additional reports where necessary.

9. TERMINATION

A. The parties may, by mutual agreement, terminate this contract at any time.

- B. The Superintendent shall be entitled to terminate this contract upon ninety (90) calendar days written notice to the Board, except that the ninety (90) calendar days' notice is not required if termination is part of an action to implement a new contract in which case verbal notice by the Superintendent is sufficient (with subsequent written verification of notice provided by the Superintendent to the Board Chairman).
- C. The Board may terminate this contract of employment during its term for one (1) or more of the following reasons:
- 1) Inefficiency, incompetence or ineffectiveness;
 - 2) Insubordination against reasonable rules of the Board;
 - 3) Moral misconduct;
 - 4) Disability as shown by competent medical evidence;
 - 5) Other due and sufficient cause.

In the event the Board seeks to terminate the contract for one (1) or more 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) calendar 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 twenty (20) calendar days after receipt of such request. The Board shall render its decision within fifteen (15) calendar days of such hearing and shall send a copy of its decision setting for the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

Such hearing 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 agreement of the parties.

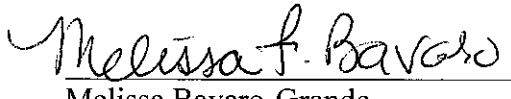
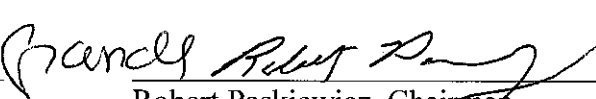
10. STATUTES, RULES AND REGULATIONS

This contract is subject to the statutes of the State of Connecticut and rules and regulations of the Board as such statutes, rules and regulations relate to the powers and duties of the Superintendent.

11. GENERAL PROVISION

- A. If any part of this contract is invalid, it shall not affect the remainder of such contract, but such 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, however, it may be amended by an agreement in writing signed by both parties. Commencing upon signing, this contract supersedes all prior contracts or agreements between the parties.

IN WITNESS WHEREOF, the undersigned have executed this contract the day and year aforesaid.

 _____ Melissa Bavaro-Grande Superintendent of Schools	 _____ Robert Paskiewicz, Chairman East Granby Board of Education
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6/8/2021
Date

6/8/2021
Date

