

East Granby Public Schools

East Granby, Connecticut

THIS AGREEMENT is entered into this December 11, 2023 by and between the *East Granby Board of Education*, (hereinafter referred to as “Board”) and Mary L. Hiney hereinafter referred to as the “Business Manager”). The purpose of this Agreement is to set forth the terms and conditions under which the Board employs and Mary L. Hiney agrees to be employed by the Board in the position of Business Manager for the East Granby Board of Education. Both parties agree that due and sufficient consideration exists to support this Agreement, including but not limited to the mutual promises and commitments made herein.

NOW THEREFORE, the parties agree as follows:

TERM:

1. The Business Manager position is a twelve-month position. The work year shall be July 1 to June 30.
2. This Agreement shall commence on December 11, 2023 and expire on June 30, 2024.

COMPENSATION:

Annual salary of the Business Manager for the July 1, 2023 – June 30, 2024 school year shall be \$122,130. If the Business Manager is hired during the term of a contract, their annual salary will be prorated. The Superintendent and the Business Manager shall negotiate the annual salary for the subsequent school year prior to the end of the current school year, subject to the approval of the Board. In the event that the parties cannot agree on the salary to be paid to the Business Manager in subsequent years, in no event shall the annual salary paid to the Business Manager be less than \$122,130 per year.

FRINGE BENEFITS:

- a. **Vacation leave.** The Board of Education shall provide the twelve (12) month Business Manager with twenty-five (25) vacation days annually (July 1st through June 30th, which shall be credited on July 1st of each contract year.

If the Business Manager is hired during the term of a contract, he/she shall receive a prorated number of vacation days in his/her first year of employment based upon his/her actual work year for such year of the contract.

Vacation days are subject to the approval of the Superintendent of Schools.

In the event of a snow day, the Business Manager may choose the options of working from home or taking that day as a vacation day, subject to the approval of the Superintendent of Schools.

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

The Business Manager shall not receive payment for any unused vacation days upon his/her separation from employment, whether voluntary or involuntary.

- b. **Sick leave.** The Board shall provide the Business Manager with sick leave with full pay up to twenty (20) days in each year of the contract. Unused sick leave shall be accumulated from year to year but not in excess of two hundred (200) working days. It is understood that there is not payment for unused sick leave upon termination of employment, whether voluntary or involuntary.
- c. **Personal leave.** The Business Manager will be provided with six (6) days paid personal leave per year. Personal day leave shall be taken for a specific category and must be approved by the Superintendent, which may or may not be granted in the discretion of the Superintendent. Unused personal leave is not cumulative.
- d. **Work schedule.** The Board agrees to allow the Business Manager to work from home one (1) discretionary day per week.

- e. **Holiday leave.** The Business Manager will be provided paid holiday leave in accord with the provisions for such in the collective bargaining agreement between the Board and the East Granby Administrators' Association applicable to the then-current year of this Agreement.
- f. **Insurance.** The Board shall offer medical, dental, and life insurance benefits in accord with the provisions for such in the collective bargaining agreement between the Board and the East Granby Administrators' Association applicable to the then-current year of this Agreement.
- g. **Professional Membership.** The Board shall pay the full cost for the Business Manager to maintain professional association memberships approved by the Superintendent, in his/her discretion.
- h. **Professional Development.** The Board encourages the Business Manager to continue professional development and expects him/her to participate in relevant learning experiences. The Board will provide a fund of three thousand dollars (\$3,000) each year for professional improvement. Monies may be used to attend conferences and/or workshops, course tuition reimbursement, professional membership, or for other relevant activities. All requests are subject to the Superintendent's approval and must be approved prior to incurring any expense.
- i. **Mileage reimbursement.** The Business Manager shall be reimbursed by the Board for travel in his/her personal vehicle for Board business at the current IRS reimbursement rate in effect at the time of travel.
- j. **403(b) Contributions.** The Business Manager will be provided the opportunity to receive 2.5% of salary contributions to a 403(b) plan (tax-sheltered annuity).

DUTIES:

The Business Manager shall perform all duties incident to the office of the position as described in the job description, Board policies, administrative regulations, and state and federal laws, and shall perform such other duties as directed by the Superintendent of Schools. The Business Manager shall lead the business office operations and staff. The Business Manager shall report and be

responsible to the Superintendent. The Business Manager shall comply with all Board policies, regulations, and rules.

PERFORMANCE EVALUATION:

The Superintendent shall review and evaluate the performance of the Business Manager at least annually. Said review shall be in accordance with goals, objectives, and criteria collaboratively developed by the Superintendent and Business Manager.

TERMINATION:

The parties may, by mutual consent, terminate this Agreement at any time during the Term of the Agreement. The Business Manager may terminate this Agreement during its Term by providing to the Board at least sixty (60) days advance written notice. The Board may terminate this Agreement during its Terms for good cause. Nothing in this Agreement shall deprive the Superintendent of the authority to suspend or relieve the Business Manager from duty immediately when serious misconduct by the Business Manager is alleged. Upon termination of this Agreement, the Business Manager shall deliver all property (including keys, records, notes, data, memoranda, and equipment) and information (including account numbers, user names, passwords, and access codes) to the Board that is in the Business Manager's possession or under the Business Manager's control, which is the Board's property or related to Board business.

GENERAL PROVISIONS:

- a. No amendment or modification of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the Parties hereto.
- b. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. If any part of this Agreement is determined by a final authority to be invalid, that portion shall be severed from the Agreement, and the remainder of the Agreement shall remain in full force and effect and construed in all respects as if such invalid or unenforceable provisions were omitted.
- c. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach.

- d. The titles to the sections, subsections, and paragraphs in this Agreement were solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- e. Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination. This Agreement shall be binding upon and insure to the benefit of the heirs at law and executors of the Business Manager.
- f. This Agreement and the rights of the Parties hereunder shall be governed and construed in accordance with the laws of the State of Connecticut without regard to conflict of law provisions. Any claims, legal proceedings, or litigation arising in connection with this Agreement will be brought solely in Connecticut and all Parties consent to the jurisdiction of such courts.
- g. In the event that any action is filed in relation to this Agreement, the Parties agree that neither party shall be responsible for the payment of the other Parties' attorneys' fees.
- h. This Agreement constitutes the sole, only and entire agreement between the Board and Business Manager with respect to the subject matter specifically referenced herein. This Agreement supersedes all other agreements and understandings, both oral and written, between the Parties relating to the subject matter of the Agreement. No person has any authority to make any representation or promise on behalf of any of the Parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last set forth below.

Mary L. Hiney
Mary L. Hiney, Business Manager

11/20/2023
Date

Melissa F. Bavaro-Grande
Melissa F. Bavaro-Grande, **DULY AUTHORIZED**
Superintendent of Schools

11/21/2023
Date