

PROFESSIONAL AGREEMENT

PREAMBLE

A. THIS AGREEMENT IS MADE AND ENTERED INTO this 1 day of July, 2021 by and between the New Hartford Board of Education of the Town of New Hartford located within the State of Connecticut (hereinafter referred to as the "Board") and Brian P. Murphy (hereinafter referred to as the "Superintendent").

B. In accordance with the provisions of this Agreement, the Board does hereby employ Brian P. Murphy as Superintendent of Schools, and Brian P. Murphy does hereby accept employment as Superintendent for the Board under the terms and conditions hereinafter set forth in this Agreement.

ARTICLE I

CERTIFICATION

A. The Superintendent shall maintain certification as a Superintendent, in accordance with all applicable statutes and regulations, throughout the term of this Agreement.

ARTICLE II

DUTIES

A. The Superintendent shall serve as the chief executive officer for 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.

B. 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 (unless the Board invites the Superintendent to participate in such deliberations), or unless his participation is deemed inappropriate for other reasons (e.g. deliberations concerning an expulsion matter). The Superintendent shall receive notice of all Board committee meetings, and he or his designee as approved by the Board shall attend such meetings as directed by the Board.

ARTICLE III

TERM

A. This Agreement shall become effective on July 1, 2021 (and shall be applied retroactively to such date), and shall remain in effect through June 30, 2024. Anything in this paragraph to the contrary notwithstanding, the provisions of the section of this Agreement entitled "Termination of Agreement" shall take precedence and the Superintendent's employment may be terminated at any time during the term of this Agreement under the provisions of such section. Effective upon signing, this Agreement shall supersede any and all prior contracts and/or other agreements between the Board and the Superintendent, and all of such prior contracts and/or agreements shall be rendered null and void effective on such date.

B. On or around July 1, 2022, the Superintendent may request that the Board vote with respect to whether the Board wishes to enter into a new Agreement beyond the terms of this Agreement.

ARTICLE IV

COMPENSATION

A. For the period of July 1, 2021 through June 30, 2022, the Superintendent shall be paid a total base salary of One Hundred Sixty Three Thousand Four Hundred Sixty Seven dollars (\$163,467) annually.

For the second and third years of the contract term, the Superintendent's salary shall be such amount as the Superintendent and the Board mutually agree upon (but, in any event, not less than the salary paid to the Superintendent for the first year of the foregoing term). If no agreement concerning salary is reached, the Superintendent's salary shall continue at the rate of the preceding year. If an agreement concerning salary is reached after July 1st of any year, the Board shall make a retroactive payment to the Superintendent, for any pay period that occurred prior to reaching agreement on salary, with such payment to constitute the pro-rata difference in the previous year's salary and the salary for the succeeding year. Salary payments as set forth in this Agreement shall be pro-rated for partial years of service as Superintendent.

ARTICLE V

FRINGE BENEFITS AND WORKING CONDITIONS

A. PERSONAL DAYS

The Board shall provide the Superintendent with five (5) personal days per year with pay for personal reasons, to be used to attend to personal business that cannot be scheduled at times when school is not in session.

B. SICK LEAVE

1. In the event of personal illness or injury, the Superintendent may take leave with pay, up to twenty (20) days per year.

2. Unused sick leave shall be accumulated from year to year to a maximum of one hundred sixty-five (165) days.

shall pay twenty percent (20%). Any portion of premiums for such insurance for which the Superintendent is responsible shall be paid by the Superintendent through payroll deduction.

*In lieu of electing to participate in any health insurance benefits, the Board agrees to provide the Superintendent with an annual reimbursement of five thousand dollars (\$5,000) providing that there is surplus money in the Medical Insurance account (budget line item #6100-201) at the conclusion of that fiscal year. The surplus in that account will be reviewed before any line item transfers occur.

2. Life Insurance. The Board will provide the Superintendent with group term life insurance coverage in the amount of three hundred thousand dollars (\$300,000), subject to the eligibility requirements of the carrier(s). In any year of this Agreement, the Superintendent may elect to waive, in writing, the life insurance coverage provided in this paragraph, and in lieu thereof may receive an annual payment of the equivalent costs for the Board to provide such insurance.

3. Long-term Disability Insurance. The Board will provide Long Term Disability Income Insurance through any one of the long-term disability plans provided for employees of the Board. The Board shall pay fifty percent (50%) of the premium costs for such coverage, with the remainder of such premium costs to be paid by the Superintendent through payroll deduction.

ARTICLE VI

EVALUATION

A. In accordance with the procedures set forth below, the Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this agreement. Such evaluation and assessment shall be reasonably related to the goals and objectives for the Superintendent for the year in question. Any deadline within this Article VI of this Agreement may be extended by mutual agreement evidenced in writing.

B. Goals and Objectives. It is the intention of the parties to work cooperatively to develop goals and objectives for the Superintendent, in accordance with the procedures set forth in this paragraph. Prior to June 30th of each subsequent year of this Agreement, the Board and the Superintendent will develop goals and objectives for the coming school year. Should the Board and the Superintendent be unable to agree on such goals and objectives, the Board will develop goals and objectives for the year, which goals and objectives shall be reasonably related to the educational interest of the school district.

C. Evaluation Process. The Board shall meet with the Superintendent by January 15th of each year to informally evaluate the Superintendent. By May 21st of each year, the Superintendent shall complete a self-evaluation of his performance for the Board and deliver same to the Board. Between seven (7) and fourteen (14) days of receipt of the Superintendent's self-evaluation, the Board shall meet with the Superintendent to discuss same. The Board shall evaluate the Superintendent no later than June 30th of each contract year of this Agreement.

C. BEREAVEMENT LEAVE

1. A total of five (5) days with pay shall be allowed per death of the Superintendent's spouse, child, parent, relative residing in the Superintendent's household, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt or uncle.
2. The Board may, in its discretion, grant bereavement leave for the deaths of individuals other than those identified above.

D. CONFERENCE LEAVE/TRAVEL AND EXPENSE STIPENDS

1. The Board encourages the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent shall be reimbursed for appropriate courses approved by the Board in advance and shall attend appropriate professional meetings, clinics, participate in school evaluations and conferences at the local, county, state, regional, and national level, the expenses of said attendance to be incurred by the Board. The Superintendent's membership dues in local, county, state, regional, and national administrators' associations shall be assumed by the Board.
2. The Board shall provide the Superintendent with an annual reimbursement of twelve hundred dollars (\$1,200) in lieu of providing transportation for local travel in performance of his duties. He shall be reimbursed for documented out-of-pocket expenses incurred in the performance of his professional duties up to a limit of fifteen hundred dollars (\$1,500). The Superintendent may use a debit card for this stipend.

E. ANNUAL ADMINISTRATIVE WORK SCHEDULE

1. The Superintendent shall work a twelve month schedule, and his working days will total two hundred and sixty (260) days, exclusive of vacation days and holidays. It is expected that the Superintendent shall work each day that school is in session, except as provided by the terms of this Agreement.
2. The Superintendent shall be entitled to twenty-five (25) days vacation annually, exclusive of legal holidays. Such vacation shall be prorated as to employment dates and must be taken within the fiscal year earned. The Superintendent shall notify the Board Chairperson at least one (1) week in advance of taking vacation leave. Vacation time may not be carried over to another year except by prior approval of the Board. Vacation leave shall be pro-rated for partial year of service as Superintendent.

F. INSURANCE BENEFITS

1. Health, Vision and Dental Insurance: On behalf of himself and any eligible dependents, the Superintendent may elect to participate in any of the health, vision or dental insurance plans provided for employees of the Board. If the Superintendent elects such insurance coverage, the Board shall pay eighty percent (80%) of the premium costs for such coverage, and the Superintendent

The Board shall deliver a copy of its written evaluation of the Superintendent within thirty (30) days of its completion. The Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. Within thirty (30) days of delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

ARTICLE VII TERMINATION OF AGREEMENT

- A. The parties may, by mutual consent, terminate the contract at any time.
- B. The Superintendent shall be entitled to terminate this Agreement upon written notice of ninety (90) days to the Chairperson of the Board; except that the ninety (90) day notice is not required if termination is part of an action to implement a new contract between the parties hereto, in which case the execution of the new agreement shall serve to terminate the prior agreement between the parties.
- C. The Board may terminate the contract of employment of the Superintendent during the term of this Agreement for good and sufficient cause, provided, however, that the Board does not arbitrarily or capriciously call for the Superintendent's dismissal.
- D. In the event the Board seeks to terminate this Agreement for good and sufficient cause, it shall serve on the Superintendent written notice that termination of his contract 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 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) 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.
- E. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to his own counsel, at his own expense.
- F. Any time limits established herein may be waived by mutual written agreement of the parties.
- G. The Board, at its option, may terminate this Agreement at any time for any reason unilaterally, not for cause within the meaning of paragraph (C) above. In such event, the Board shall pay to the Superintendent a severance benefit equal to twelve (12) months' salary or salary for the remainder of the contract term (but in any event, no less than (3) months' salary). The notice and hearing provisions set forth in Section (C) above shall not apply to a termination pursuant to this Section G.

ARTICLE VIII
GENERAL PROVISIONS

A. If any part of this Agreement is determined by a court of 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.

B. This Agreement contains the entire agreement of the parties. It may not be amended orally but may be amended only by an agreement in writing, signed by both parties.

C. Notices to the Board, as required herein, shall be sent to the Secretary of the Board and notices to the Superintendent shall be sent to him at his home address.

D. This agreement is being executed on behalf of the Board by Timothy Goff, Chairperson, pursuant to a vote taken by the Board of Education, at a meeting duly held on June 1, 2021.

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

NEW HARTFORD BOARD OF EDUCATION

DATE

6/23/2021

BY:


Timothy Goff, Chairman


Chairman

SUPERINTENDENT

DATE

6/23/2021

BY:


Brian P. Murphy, Superintendent