

AUBURN PUBLIC SCHOOLS  
SUPERINTENDENT OF SCHOOLS  
CONTRACT OF EMPLOYMENT

September 2, 2015

WITNESSETH:

WHEREAS, the Committee desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Committee believes generally improves the quality of its overall educational program; and,

WHEREAS, the Committee and the Superintendent believe that a written employment contract is necessary to describe their relationship and mutual obligations and to serve as the basis of effective communication between them as they fulfill their policy making and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is certified as such in the Commonwealth of Massachusetts or is certifiable and will obtain same in due course,

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto mutually agree as follows:

This Contract made this 2<sup>nd</sup> day of September 2015 by and between the Auburn School Committee (hereinafter referred to as “the Committee”), and Maryellen Brunelle (hereinafter referred to as “the Superintendent”).

1. **Employment:** The Committee agrees to employ [REDACTED] as Superintendent of the Auburn Public Schools and the Superintendent accepts employment on the following terms and conditions:
2. **Term:** The term of this Agreement will be July 1, 2015 through June 30, 2020 unless her contract of employment is further extended by mutual agreement.
3. **Compensation:** The effective date of this Agreement shall be July 1, 2015 and the Superintendent shall be paid a base salary of one hundred seventy six thousand five hundred and twenty-one dollars (\$176,521), payable biweekly. Commencing in the second year of this Agreement, said annual salary shall be subject to review in light of a mutually agreed upon evaluation process that is in keeping with the educator evaluation regulations adopted by the Board of Elementary and Secondary Education on June 28, 2011. The annual salary for the initial and ensuing years of employment shall be determined by the Committee based on the results of the Superintendent’s annual evaluation summary. The salary and benefits paid to [REDACTED] as the Superintendent of the Auburn Public Schools may never decrease.
4. **Duties/Responsibilities:**  
Administration of Schools

The development of school policy and establishment of a budget are accomplished by the Committee, pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of

employees, shall be through the "Superintendent", pursuant to M.G.L. c. 71, §59 and related provisions. The parties hereto agree that:

- (A) The "Superintendent" shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the District consistent with State Law and contract obligations. Consistent with state law or regulations these duties may be delegated to other Administrators and Principals.
- (B) The administration of policy, the operation and management of the schools, including utilization of and regular accounting for funds appropriated for the school budget, and the direction of employees of the Districts shall be through the "Superintendent" and the Business Manager. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by her staff under her direction. Regular duties include supervision and oversight of any and all federal grant programs. .
- (C) The "Superintendent" shall have the right to attend all regular and special meetings of the School Committee and all committee or subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the school district. The Superintendent shall be consulted and have the right to speak on all issues before the School Committees and have a seat at the Committee's table.
- (D) Criticisms, complaints, and suggestions called to the attention of the Committee shall be promptly referred to the "Superintendent" for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, and to ensure responsiveness to the public and fairness to the Superintendent. The "Superintendent" may request that the issue be put in writing.
- (E) The Committee shall make no agreement with any other employee group or individual that would interfere with the "Superintendent's" carrying out statutory, managerial, administrative or supervisory responsibilities.
- (F) The "Superintendent" is assured that Committee's rules, regulations, or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
- (G) The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of School in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension or leave unless specifically waived by the Superintendent.
- (H) Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

5. **Resignation:** There shall be no penalty for retirement or resignation by the Superintendent from this contract provided no resignation shall become effective until the close of any school year in which

this contract is in effect, and upon one hundred twenty (120) days notification from the Superintendent.

6. **Rollover Clause:** If the committee does not notify the Superintendent at least nine (9) months prior to the stated expiration date that it does not intend to renew this agreement, it shall be renewed for a one year period.
7. **Salary Deductions:** This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above state's compensation with reference to withholding tax, retirement and annuity provisions and other deductions authorized by the Superintendent or required by law.
8. **Superintendent's Certification:** The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as Superintendent in the Commonwealth, as required by M.G.L. c.71, §38G.
9. **State Retirement Association:** The Superintendent shall be a member of the Massachusetts Teachers' Retirement System as required by M.G.L. c.32, §2.
10. **Other Activities:** The Superintendent may accept speaking, writing, lecturing, consulting or other engagements of a professional nature, as well as attend professional meetings provided such activities do not derogate from her duties as Superintendent. If such events take place during the normal work day, the Superintendent will inform the Committee Chairperson of such activities in advance whenever possible.
11. **Administration and Supervision of Schools:** The Superintendent shall have the responsibility, subject to law and legally binding contracts, to organize, reorganize and arrange the administrative and supervisory staff. Further, the responsibility of the Superintendent shall include the selection, placement and transfer of personnel "consistent with the state law". The Superintendent shall have the administrative responsibility for the recommendation and preliminary selection for all Student Activity positions, including athletics "consistent with state law."
12. **Reimbursement for Expenses:** The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of her duties under this Agreement, as budgeted (three thousand (\$3,000.00) dollars for FY2015) by the Committee. Such expenses shall include, but shall not be limited to, costs of transportation, professional and community organizations' dues and fees, dues resulting from membership in the Massachusetts Association of School Superintendents, attendance at civic and professional functions, attendance at professional conferences and meetings on a local level. The Committee will also pay for reasonable expenses associated with attendance at professional development courses, state and national conferences, provided such expenditures have the prior approval of the Committee and are subject always to available funding. Vouchers for all expenses shall be compiled and kept by the Business Manager or other designated personnel. In addition to the foregoing, the Committee agrees to provide the Superintendent with a mileage allowance of six hundred (\$600) dollars per month for travel within the Commonwealth of Massachusetts for the duration of this contract.
12. **Vacations, Sick and Temporary Leave:** For the term of this contract, [REDACTED] will be entitled to thirty (30) vacation days per fiscal year. If for any reason this contract is terminated prior to June 30, 2020, vacation will be prorated according to the number of days worked. In the event such days are not utilized in a fiscal year, [REDACTED] will be entitled to vacation day buy

back per the following schedule: three (3) days in FY 2016; four (4) days in FY 2017; five (5) days in FY 2018; five (5) days in 2019; and five (5) days in 2020. The daily rate to determine the value of such buy-back days will be calculated as follows: Total annual salary, which includes annual travel reimbursement of \$7,200, divided by the actual number of days in each year the Superintendent is required to work.

The "Superintendent" shall be entitled to all holidays recognized by the Committee and made available to other employees.

██████████ will be entitled to twenty-five (25) days of sick leave per contract year, prorated for any partial contract year, cumulative to a maximum of two hundred fifty (250) in FY 2016; and a maximum of two hundred sixty (260) days in FY 2017 and thereafter.

In the event such days are not utilized, the Superintendent or his/her spouse will receive on her retirement or death a sum of money equal to the number of accumulated sick leave, to a maximum of 100 days, multiplied by her then current per diem rate of pay, said per diem to be calculated based on the actual number of days in each year the Superintendent is required to work.

If the notification requirement of 120 days is not adhered to, the Superintendent forfeits her right to accrued vacation days and accrued sick day buy back, unless dire or special circumstances occur.

The Superintendent shall be entitled to three (3) days of personal leave each year of this Agreement or any extension hereof. Such days shall not accumulate from year to year.

In the event of death in her immediate family the Superintendent shall be granted leave of five (5) consecutive working days commencing with the day of death. For purposes of this provision, immediate family shall include parents, spouse, children, stepchildren, siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any relative living in her household. One (1) day shall be allowed to attend the funeral of other members of her family (i.e., uncle, aunt, cousin), with three (3) days bereavement granted for the death of a niece or nephew.

The Business Manager or another designee of the Committee shall keep records of the Superintendent's usage of the above leaves.

14. **Performance and Relationship with the Committee:** The Superintendent shall fulfill all the terms of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing. The Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into education policy. The Superintendent is fully responsible for implementing the policies so established.

In the event of an absence of more than five (5) days the Committee may temporarily appoint an Acting Superintendent to the Superintendent's position, if available.

15. **Evaluation:** The performance assessment shall be used for the following purposes:
- (a) to strengthen the working relationship between the District and Superintendent and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies on the Superintendent to fulfill;
  - (b) to discuss and establish reasonable expectations and goals for the ensuing year.

Each member of the Committee shall annually evaluate the performance of the Superintendent in writing in accordance with the terms of the DESE model educator evaluation contract language or, the mutually agreed upon contract language that addresses the Board of Elementary and Secondary Education's educator evaluation regulations. A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Committee Chairperson, signed by the Superintendent and placed in her personnel file. The Superintendent's signature shall not necessarily indicate agreement with the content thereof but rather her knowledge of receipt of the document. The Superintendent may file a written response and attach the same to the evaluation in her file. The Superintendent shall meet with the Committee at least once per year for the purpose of discussing salary and compensation in relation to her performance. The following shall serve as a guide to the School Committee in determining, in its sole discretion, the annual salary increase for Years 1 through 5 of this contract.

The following benchmarks, in keeping with the educator evaluation regulations, shall apply: will be utilized by the School Committee in awarding the successor year salary increases referenced herein:

1. Exemplary
2. Proficient
3. Needs Improvement
4. Unsatisfactory

Notwithstanding any provision herein to the contrary, the Committee and/or the Superintendent may discuss and/or review her performance at any time during the term of this Agreement and/or meet to discuss their working relationship.

The Committees and the Superintendent will mutually agree on the Superintendent's goals that will be set each year by October 15.

The Committee, individually and collectively, shall promptly and discreetly refer to the Superintendent, in writing for her study, review and response, any and all criticism, complaints, suggestions, narrative or comments regarding the administration of the schools or her performance.

16. **Insurance:** The Superintendent shall be entitled to all insurance (medical, hospital and life) benefits currently available to other professional personnel, subject to the same premium contributions as required by law and authorized by the Committee, pursuant to M.G.L. c.328. (I suggest we use the same wording as is noted in the AEA Agreement: The Superintendent shall be covered by the Town's health insurance plan in accordance with Chapter 32B of the Massachusetts General Laws.
17. **Entire Agreement:** This contract embodies the entire agreement between the Committee and the Superintendent and there are no inducements, promises, terms conditions or obligations made or entered into by either party other than those contained herein. The contract may not be changed, except in writing signed by the party against whom enforcement thereof is sought.
18. **Invalidity:** If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said Agreement, but shall be binding and effective against all parties.
19. **Arbitration:**
  - A. **Scope of Controversy**

Any and all controversies or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committees or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of and standards of M.G.L. c. 150C or if G.L. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.

**B. Arbitrator's Authority**

Either party may invoke the arbitration provisions hereunder by filing a demand for arbitration with the American Arbitration Association and the other party thirty days of the date on which the claiming party knew or should have known of a controversy or claim subject to the arbitration clause. The right to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator.

The arbitrator may enter any and all appropriate relief including, but not limited to, compensatory damages due under the contract, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

20. **Discharge:** Where just (I would like to discuss this, please as it is a slightly “higher standard” and while I don’t believe there will be a circumstance in which my discharge would even be considered, I’d like this revised language added) cause exists, the "Committee" may discharge the "Superintendent" thereby terminating this contract prior to the expiration date stated above.
21. **Indemnification:** The Auburn Public Schools may defend, save harmless and indemnify the Superintendent as provided in M.G.L. c.258 for any act or omission occurring in the performance of her duties as Superintendent provided that the Superintendent acted within the scope of her official duties, as described in the job description of the Superintendent, and also acted in good faith. It is understood that the Auburn Public Schools will select and employ the counsel it chooses to act under this paragraph.

The Auburn Public Schools may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Superintendent. The Auburn Public Schools shall reimburse the Superintendent for any reasonable and necessary attorney’s fees and costs incurred by the Superintendent in connection with such claims or suits involving the Superintendent in her professional capacity. This section shall survive any termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto signed and sealed this Agreement in duplicate on the \_\_\_\_ day of \_\_\_\_\_, 2015.

AUBURN SCHOOL COMMITTEE

\_\_\_\_\_

\_\_\_\_\_, Chairperson

\_\_\_\_\_, Superintendent