

**Valerie E. Bruneau
Superintendent of Schools
Contract of Employment
July 1, 2023 – June 30, 2026**

It is hereby agreed by and between the Board of Education of the Town of Andover (hereinafter "the Board") and Valerie E. Bruneau, Superintendent of Schools for the Andover School District (hereinafter "the Superintendent"), that the Board, in accordance with its action on April 19, 2023, will continue to employ Valerie E. Bruneau as the Superintendent from July 1, 2023 through June 30, 2026 pursuant to the terms and conditions set forth in this Contract of Employment (hereinafter "this Contract").

1. DUTIES

The Superintendent is the chief executive officer of the Board. In harmony with the policies of the Board and the statutes and regulations of the State of Connecticut, the Superintendent has executive authority over the Andover School District and responsibility for its supervision. She has the general authority to act at her discretion, subject to later approval by the Board, if needed, upon all emergency matters and those as to which her powers and duties are not expressly limited, consistent with State law. The Superintendent will present to the Board the policies and plans that she believes the Board should consider and will advise the Board regarding such policies and plans.

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 or if the Board otherwise votes to exclude her presence, subject to her rights under the Freedom of Information Act. The Superintendent shall receive notice of Board committee meetings.

It also shall also be the responsibility of the Superintendent to meet all of the performance requirements set forth in her job description.

2. OUTSIDE PROFESSIONAL ACTIVITIES

As an acknowledgement that the position of the Superintendent is a .60 FTE position, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations provided that such activities do not interfere with her responsibilities as the Superintendent. The Superintendent hereby agrees to devote her time, skill and attention to her employment during the term of this Contract.

3. TERM

The term of the Superintendent's employment and the term of this Contract is from July 1, 2023 through June 30, 2026 unless her employment is terminated pursuant to the terms of Section 7 of this Contract before the term of this Contract expires.

4. BASE SALARY

The annual base salary of the Superintendent shall be the sum of paragraphs A and B as follows:

A. A cash component payable in equal installments on the regular payroll schedule of the Andover School District.

B. An additional sum of \$10,000 (Ten Thousand Dollars) payable in installments, which amount the Superintendent will arrange, pursuant to a salary reduction agreement, to have contributed as an elective deferral in accordance with Section 403(b)(1)(A)(i) of the Internal Revenue Code toward the purchase of a 403(b) annuity with a tax-sheltered annuity company of her choice.

The Board shall include the full amount of the Superintendent's total annual base salary as defined above for the purposes of reporting the Superintendent's salary and for determining her contributions for a particular contract year to the Connecticut State Teachers' Retirement System.

The cash component of the Superintendent's annual base salary pursuant to paragraph 4.A. above shall be: \$80,000 (Eighty Thousand Dollars) for the 2023-2024 contract year, \$85,000 (Eighty-Five Thousand Dollars) for the 2024-2025 contract year, and \$90,000 (Ninety Thousand Dollars) for the 2025-2026 contract year. For each of the three contract years, the annuity payment of \$10,000 (Ten Thousand Dollars) shall be paid as set forth in paragraph 4.B. above.

5. FRINGE BENEFITS

The Superintendent shall receive the following fringe benefits during the term of this Contract:

A. Sick Leave: The Superintendent shall accrue sick leave at a rate of nine days for each completed year of this Contract cumulative to a maximum total of 27 days for this Contract. The Superintendent already has accumulated 27 days of sick leave and, if she continues to be employed by the Board for a period of time beyond the term of this Contract, the maximum amount of sick leave that the Superintendent can accrue and be paid for throughout her employment by the Board will be 90 days. The *per diem* rate for each day of the

Superintendent's accumulated sick leave shall be calculated based upon her total annual base salary on the final day of her employment by the Board.

B. Vacation: The Superintendent shall be entitled to 15 days of vacation for each year of this Contract, exclusive of the paid holidays set forth in paragraph 5.C. below, and shall be allowed to carry over up to five unused days of vacation from one year of this Contract to the next year. Upon the termination of the Superintendent's employment by the Board for any reason, the Superintendent shall be paid for any vacation days that she has accrued and has not used through the date of termination up to a maximum of 20 vacation days. The *per diem* rate for each day of the Superintendent's accumulated vacation shall be calculated based upon her total annual base salary on the final day of her employment by the Board.

C. Holidays: The Superintendent shall be paid for 14 holidays per year of this Contract as follows: July 4th; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve Day; Christmas Day; December 26th; New Year's Day; Martin Luther King, Jr. Day; President's Day; Good Friday; and Memorial Day.

D. Personal Days: The Superintendent shall be entitled to two personal days during each year of this Contract for personal business or emergencies that cannot be conducted outside of work time.

E. Travel: The Superintendent may be reimbursed for mileage outside of the Andover School District for business on behalf of the Board. Mileage will be reimbursed at the IRS rate.

F. Health and Dental Insurance: The Board shall provide health insurance coverage for the Superintendent during the term of this Contract under the same group insurance plan(s) available for A.E.A. certified staff under their current contract. The Board also shall provide dental insurance coverage for the Superintendent during the term of this Contract under the same group dental insurance plan for A.E.A. certified staff under their current contract.

The Superintendent may also elect, at her sole expense, to provide coverage for her qualifying dependents, and she shall reimburse the Board for all costs associated with such coverage. Subject to carrier approval and at her sole expense, the Board shall offer health and dental insurance coverage to the Superintendent as is available to a retiree to age 65.

Any payments due from the Superintendent pursuant to this paragraph 5.F. shall be paid at least 10 days in advance of each quarter for which coverage is requested.

G. Life Insurance: The Board shall provide Group Term Life Insurance for the Superintendent in the amount of \$125,000 (One Hundred Twenty-five Thousand Dollars).

H. Long-Term Disability: The Board shall provide the Superintendent with Long-Term Disability coverage under the same group insurance plan(s) available for A.E.A. certified staff under their current contract.

6. EVALUATION FORMAT

The Board shall evaluate and assess in writing the performance of the Superintendent at least annually during the term of this Contract. The rubric format for the written evaluation will be mutually agreed upon between the Superintendent and the Board and will provide evaluation criteria possessing guidelines for the evaluation of a Connecticut Superintendent aligned to the format developed by the Connecticut Association of Boards of Education (CABE).

7. TERMINATION

A. The parties may terminate this Contract at any time by mutual consent.

B. Either the Board or the Superintendent is entitled to terminate this Contract upon written notice of 30 days.

C. The Board may terminate this Contract with the Superintendent prior to its expiration for one or more of the following reasons:

1. The Superintendent's inefficiency or incompetence;
2. The Superintendent's insubordination against reasonable rules and/or policies of the Board;
3. The Superintendent's moral misconduct;
4. The Superintendent's disability which renders her unable to carry out the essential functions of the position of the Superintendent; and/or
5. Other and sufficient cause.

In the event the Board seeks to terminate this Contract for one or more of the five reasons above, the Board shall provide the Superintendent written notice that the termination of this Contract is under consideration. Such written notice shall be accompanied by a written statement of the reason(s) why contract termination is under consideration. Within 15 days of the Board's written notice, the Superintendent may file with the Board a written request for a hearing before the Board, which hearing shall be held within 20 days after the Board's receipt of the Superintendent's request. Within 15 days after such hearing, the Board shall render its written decision about the Superintendent's termination and shall send a copy of its written decision to the Superintendent setting forth the reason(s) for termination and the evidence relied upon in reaching its decision. The Superintendent shall have the right to counsel at such

hearing at her own expense. Any time limits set forth in this paragraph may be waived by mutual agreement of the parties. Notwithstanding the process and timing for the Superintendent's termination set forth in this paragraph, when serious misconduct is alleged, the Board may immediately suspend the Superintendent from her duties or may place the Superintendent on administrative leave with pay.

8. CERTIFICATION

Throughout the term of this Contract, the Superintendent shall maintain a valid and appropriate certificate qualifying her to act as the Superintendent in the State of Connecticut, in accordance with the Connecticut General Statutes. If the Superintendent fails to possess or maintain such certification, then this Contract shall be void and the Superintendent's employment may be immediately terminated without any other redress at law or equity.

9. INCENTIVIZATION

The Board strongly supports the Superintendent's efforts to obtain her EdD and wants to provide an appropriate and meaningful monetary bonus to incentivize her to do so as soon as possible. The Board will determine the amount of the bonus and possibly the timeframe for the Superintendent's completion of her EdD to obtain said bonus and both parties understand and agree that this Contract will be subject to modification to include such provisions.

10. GENERAL PROVISIONS

A. Modification and Waiver. A modification or waiver of any provision of this Contract shall be effective only if made in writing and executed with the same formality as this Contract. The failure of either party to insist upon the strict performance of any provision of this Contract shall not be construed as a waiver of any subsequent default of the same or similar nature.

B. Construction. This Contract shall be construed and governed in accordance with the laws of the State of Connecticut.

C. Entire Agreement. This Contract contains the entire understanding of the parties and no oral statements or prior written matter shall have any force or effect upon this Contract. The parties confirm that there are no representations, promises, warranties, covenants, or agreements other than those expressly set forth herein.

D. Severability. Should any provision of this Contract be found to be unenforceable or invalid, it shall not render the remainder of this Contract unenforceable or invalid and the remainder of this Contract shall be binding on both parties.

IN WITNESS WHEREOF, the parties have signed this Contract on the dates specified below.

April 23, 2023
Date

Valerie E. Bruneau
Valerie E. Bruneau
Superintendent of Schools

APRIL 25, 2023
Date

Gerard Cremé
Gerard Cremé
Chair, Andover Board of Education