

## STATEMENT BY MONTPELIER BOARD CHAIR MICHELE BRAUN

The Montpelier Board of School Commissioners believes it is necessary and important to clarify the nature of its legal obligations contained within its employment contract with Superintendent Brian Ricca, and to publicly indicate that such considerations influenced its determination to negotiate and execute the Resignation and Settlement Agreement with Superintendent Ricca.

The Board retained experienced employment counsel who advised the Board about its obligations under its contract with the Superintendent. The contract was for a stated term of July 1, 2016 through June 30, 2018. Under Section 4 of the Agreement, the Superintendent was obligated to notify the Board of his intent to seek renewal on or before March 1, 2018. He did so. On or before April 1, the Board was to vote on whether to offer the Superintendent an extension of his employment for not less than two years. If, however, the Board did not offer to renew the Superintendent's contract by April 1, the contract gave the Superintendent the option to automatically extend the current contract for an additional one year period..

Further, the Board's counsel advised that under Section 6 of the contract, the Superintendent was granted the right to a hearing before the Board upon request in response to any Board decision of non-renewal. Additionally, the contract required that the Board demonstrate that its decision to non-renew was "supported by just cause."

The articles appearing in the *Times Argus* have suggested that if the Board provided notice of non-renewal by April 1, this would automatically cause the Superintendent's term of service to end June 30, 2018 without any further action required on the part of the Board. In the Board's view, this is an incomplete and misleading reading of the agreement.

Because the contract included a standard of just cause for non-renewal and right to a hearing on that issue, the Board believed that as a matter of prudence it needed to be mindful of the risks, time and expense potentially involved. The Board came to the unanimous conclusion that the better course of action was to preclude this risk, time delay and expense by reaching a clear and mutually satisfactory settlement agreement with Superintendent Ricca.

The Board is very hopeful that this explanation will help the public to have a better understanding of the Board's actions in this matter and the reasons for them. The Board is comprised of 7 members who work with great integrity on behalf of our wonderful district. All members worked together to derive a mutually acceptable and unanimously supported agreement so that the District can move forward positively.