

**EMPLOYMENT CONTRACT FOR
SUPERINTENDENT OF SCHOOLS
WILMINGTON PUBLIC SCHOOLS**

This Agreement made this ___ day of April, 2021 between the School Committee for the Town of Wilmington, (hereinafter referred to as “the Committee”), and Dr. Glenn Brand, (hereinafter referred to as “the Superintendent”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Committee hereby agrees to employ Dr. Brand in the position of Superintendent for the Wilmington Public Schools and Dr. Brand hereby accepts such employment on the following terms and conditions:

2. **TERM:** This employment contract shall commence on July 1, 2021 and shall expire on June 30, 2024 unless otherwise terminated sooner by either party pursuant to this Agreement. The Committee may choose to roll over this Agreement for a one (1) year period, up to a maximum of two (2) one-year periods. The Committee agrees that it shall notify the Superintendent no later than June 30, 2023, of its intention to either roll over, or to not roll over, this Agreement for the period July 1, 2024, to June 30, 2025, and shall notify the Superintendent no later than June 30, 2024, of its intention to either roll over, or to not roll over, this Agreement for the period of July 1, 2025, through June 30, 2026.

3. **COMPENSATION:** The Superintendent shall be paid a gross salary of Two hundred six thousand six hundred ten dollars (\$206,610.00) per annum for the period beginning on July 1, 2021 through June 30, 2022. The Committee agrees to meet with the Superintendent at least thirty (30) calendar days prior to the next contract year for the purpose of negotiating a salary for that contract year.

4. **DUTIES OF EMPLOYEE:** The Superintendent shall faithfully, diligently and competently perform the duties and responsibilities of Superintendent as provided by law, herein and as outlined by the Committee and shall serve as the Executive Officer of the school system. He shall fulfill other general laws and regulations of the Commonwealth and all of the terms and conditions of this Agreement. He shall comply with the policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

5. **TERMINATION OF EMPLOYMENT CONTRACT BY THE SUPERINTENDENT:** The Superintendent shall have the right to terminate this Agreement before the term of its completion by giving three (3) months' notice in writing to the Committee prior to the desired termination date. Said notice shall be sent to the Committee by certified mail, return receipt requested, addressed to the residence of the Chair of the Committee at the time said notice is sent. Both parties to this Agreement may agree to notice of less than three (3) months if requested by the Superintendent.

6. **TERMINATION OF EMPLOYMENT CONTRACT BY THE COMMITTEE:** The Committee may dismiss the Superintendent at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a superintendent, insubordination, moral misconduct, or other good cause. Any dismissal of the Superintendent will require a simple majority vote of the Committee members. The Committee will notify the Superintendent of the basis or bases for the contemplated dismissal and will provide him with an opportunity to meet with them prior to any official action being taken. Any meeting between the Committee and the Superintendent will take place in Executive Session. The Committee will provide the Superintendent with fourteen (14) calendar days' notice prior to any meeting.

- “Good cause” shall mean any grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the school system. A dismissal by the Committee shall sever any and all rights that the Superintendent shall have under this Agreement (except payment for accumulated but unused vacation days) for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.
7. **CONSULTATIVE WORK:** The Superintendent may undertake and engage in consultative work or academic teaching assignments for which he may receive outside compensation; provided, however, that such activities do not in any manner interfere with the performance of his duties under this Agreement, violate any of the provisions of M.G.L. Chapter 268A or give the appearance of a conflict of interest. The Superintendent shall provide prior written notice to the Chair of the Committee before engaging in any consultative work.
 8. **CERTIFICATE:** The Superintendent shall furnish suitable evidence of an appropriate certificate qualifying him to act as Superintendent required by M.G.L. Chapter 71, Section 38G and further agrees to maintain said certificate in good standing throughout the term of this Agreement.
 9. **PROFESSIONAL ASSOCIATION AND DUES:** The Committee agrees to reimburse the Superintendent for MASS professional association dues. The Committee will reimburse the Superintendent for attending local and out of town workshops and other professional improvement sessions.
 10. **FRINGE BENEFITS:**
 - (a) **Vacation:** The Superintendent shall be entitled to four (4) weeks’ vacation per contract year. The Superintendent may carry over ten (10) days of vacation per contract year. The Superintendent shall give notification to the Chair of the Committee of his intent to take any vacation. The Superintendent shall be entitled

to reimbursement, at the then current per diem rate, for all such unused vacation days upon expiration of this Agreement.

(b) Tax-Sheltered Annuities: The Superintendent shall have the opportunity to participate in a tax-sheltered annuity program to the same extent it is offered to other professional employees within the Wilmington Public Schools. The Committee does not contribute toward employee tax-sheltered annuities.

(c) Health Insurance: The Superintendent shall be entitled to participate in the health and dental insurance as offered to other professional employees for the School Department of the Town of Wilmington.

(d) Sick Leave: The Superintendent shall be entitled to an allowance of twenty (20) sick days per contract year for work days missed due to personal illness or injury which may be accumulated from contract year to contract year up to a maximum of one hundred eighty (180) days. The Superintendent shall be allowed to use up to ten (10) days of accrued sick leave per contract year for time to care for a sick family member. Family members shall be restricted to parents, parents-in-law, spouse, children, or a family member residing in the same household. The Chair of the Committee, upon the request of the Superintendent may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness days shall be charged against sick leave and carries all the implications, requirements and responsibilities of sick leave.

(e) Personal Leave: The Superintendent shall be entitled to three (3) days of personal leave each contract year. Personal leave may not be accumulated from year to year.

(f) Bereavement Leave: The Superintendent will be allowed leave with pay for up to five (5) days at any one time in the event of a death in the immediate family. Immediate family is defined as follows: husband, wife, mother, father, son, daughter, brother, sister, brother and sister of spouse thereof, grandfather or grandmother of either the Superintendent or Superintendent' spouse. At the discretion of the Chair of the Committee additional time with or without pay may be allowed.

- (g) **Business Expenses:** The Superintendent shall be entitled to reimbursement for necessary business expenditures after submission of receipts. Business expenditures include, but are not limited to, reimbursement for mileage out of the school district at the then current IRS rate.
- (h) **Travel Allowance:** The Superintendent shall receive an annual travel allowance of five thousand dollars (\$5,000.00). Travel allowance is not subject to submission of travel receipts.
- (i) **Cell Phone Allowance:** The Superintendent shall receive an annual cell phone allowance of one thousand dollars (\$1,000.00).
11. **PERFORMANCE:** The Superintendent agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written agreement between the Superintendent and the Committee. Said exceptions shall be in writing signed by all parties.
12. **EVALUATION:** Subject to the requirements of the Open Meeting Law, the Committee shall annually evaluate the Superintendent's performance and his working relationship with the Committee. The Superintendent will be evaluated by the Committee pursuant to the educator evaluation regulations (603 CMR 35.00) adopted on June 28, 2011, or as modified. The Superintendent shall be entitled to append his written comments or reflections concerning the evaluation to the document prior to its insertion in his personnel file.
13. **WARRANTY OF CREDENTIALS:** The Superintendent warrants the validity of the credentials and experience represented to the Committee in pursuit of this position and any material misrepresentations made therein may constitute grounds for dismissal.
14. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein.

Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.

- 15. **INVALIDITY:** If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

- 16. **INDEMNIFICATION:** The Committee agrees to indemnify the Superintendent against any uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence resulting in bodily or other injury to any person or in damage to the property of any person while the Superintendent is acting within the scope of his employment or under the directions of the Committee.

- 17. **ARBITRATION:** Any disputes as to the meaning, application or interpretation of the provisions of this Agreement will be resolved through binding arbitration pursuant to the American Arbitration Association’s (AAA) Employment Dispute Resolution Rules and shall not be subject to litigation in court. The party demanding such arbitration must file for it within thirty (30) days of the act or omission alleged as the contract violation. In any challenge to a discharge of the Superintendent, the Arbitrator’s remedial authority shall be limited to an award for back pay damages for the balance of this contract term after the discharge and shall not include authority to reinstate the Superintendent to any position.

IN WITNESS WHEREOF, the parties hereunto signed and sealed this Agreement and a duplicate thereof this ___ day of April, 2021.

SUPERINTENDENT OF SCHOOLS

By: _____
Dr. Glenn Brand

Date

WILMINGTON SCHOOL COMMITTEE

By: _____
Dr. Jennifer Bryson
Chair

Date

David Ragsdale
Vice-Chair

Date

Mary Jane Byrnes
Secretary/Treasurer

Date

Jo Newhouse
Member

Date

Jesse Fennelly
Member

Date

Jay Samaha
Member

Date