

**Acton-Boxborough Regional School District**  
**CONTRACT OF EMPLOYMENT**

This contract, pursuant to Section 16(L) of Chapter 71 of Massachusetts General Laws, made as of February 12, 2014 by the Acton-Boxborough Regional School District, herein after referred to as the "School District", acting by and through the Acton-Boxborough Transitional School Committee, herein after referred to as the "Committee" and Glenn Brand, herein after referred to as the "Superintendent."

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 Committee has appointed Glenn Brand as Superintendent of Schools and he has accepted said appointment; and,

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

I. **Employment**

The Committee agrees to employ Glenn Brand as Superintendent of the schools of The Acton-Boxborough Regional School District from July 1, 2014 through June 30, 2017 subject to Sections VIII and IX. Should the Committee decide not to extend the contract, they will provide written notification to the Superintendent by July 1, 2016.

II. **Licensure**


The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate Massachusetts Department of Elementary and Secondary Education license qualifying him to act as Superintendent of Schools in public schools of the Commonwealth of Massachusetts.

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### III. Responsibilities/Duties

The administration of school policy set by the Committee 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. The parties hereto agree that:

- (A) The Superintendent shall administer curriculum and instruction and decide all matters having to do with selection, appointment, assignment, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the "School District" consistent with State Law and contract obligations.
- (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 District shall be through the Superintendent. Duties and responsibilities therein shall be performed and discharged by him or by his staff under his direction.
- (C) The Superintendent and/or his designee(s) shall have the right to attend all regular and special meetings of the Committee and all Committee meetings thereof (other than, to the extent permitted by applicable law, meetings concerning the Superintendent's employment) and shall serve as advisor to said Committee 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 Committee 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 in writing for study, disposition, or recommendation as appropriate to facilitate the orderly administration of the District, ensure responsiveness to the public and fairness to the Superintendent.
- (E) The Committee shall make no agreement with any other employee group or individual that would unlawfully interfere with the Superintendent's carrying out statutory, managerial, administrative or supervisory responsibilities.
- (F) The Superintendent is assured that Committee rules, regulations, or policies, are not in conflict with the express terms of this Agreement. Where such conflict exists, this Agreement or state law shall supersede such policy.
- (G) The Committee shall not adopt any policy, by-law or regulation which unlawfully impairs or reduces the duties and authority specified above; and

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provided, further, that all additional duties and responsibilities prescribed by the Committee will be consistent with those normally or reasonably associated with the position of Superintendent of Schools in the Commonwealth of Massachusetts. This provision shall continue in full force and effect during any period of suspension.

- (H) The Superintendent shall be responsible for providing an excellent standard of primary and secondary education for the public school students of Acton and Boxborough.

The Superintendent shall perform his duties and responsibilities in a professional and competent manner.

#### IV. Other Activities

The Superintendent may undertake and engage in consultative work and speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided these engagements do not derogate from his duties as Superintendent or conflict with Chapter 268A of Massachusetts General Laws. If during normal working hours, such work will be conducted using the Superintendent's personal or vacation days.

#### V. Evaluation

The Committee shall evaluate the performance of the Superintendent in writing in accordance with the Massachusetts Educator Evaluation process for Superintendent's Evaluations designed by the Massachusetts Department of Elementary and Secondary Education, pursuant to the new educator evaluation regulations 603 CMR 35.00, no later than June 15<sup>th</sup> each year.

- (A) In the event the Committee determines that the performance of the Superintendent is "Needs Improvement" or "Unsatisfactory", the Committee shall describe, in writing, in reasonable detail, its concerns.
- (B) In addition, the Superintendent shall meet with the Committee at least once each year, for the purpose of discussing his performance as well as the working relationship between the Committee and the Superintendent.

#### VI. Regular Compensation

Consistent with relevant provisions of Chapter 71 and Chapter 32 of the General Laws, 840 CMR 15.03 et seq. and 807 CMR 6.01 et seq., the Superintendent's regular compensation shall include, in consideration for services provided:

**(A) Salary**

The Committees shall provide the following salary as part of the Superintendent's compensation:

1. **Salary**  
Effective July 1, 2014, the Committee shall pay the Superintendent an annual salary of one-hundred-and-eighty-thousand dollars (\$180,000) subject to Addendum I. The Superintendent's Salary and Employment history are shown as an Addendum.
2. No later than June 30<sup>th</sup> of each year, the Committee will determine, in their sole discretion, whether or not to increase the Superintendent's salary. Changes in salary will be reflected by updating the attached salary Addendum. At no time during the life of this agreement, or any extension hereof, shall the Superintendent's salary be reduced.
3. The Superintendent's salary, benefits and compensation shall be paid in equal installments in accordance with District practice unless otherwise agreed upon.. All sums, including but not limited to all salary or benefits payable under any provision of this Article, due upon resignation, termination, or death shall be paid to the Superintendent or his estate in the pay period next following same or upon appointment of a fiduciary for the estate.

**(B) Insurance, Fringe Benefits and Compensation for Services**

The Superintendent shall be entitled to benefits provided in the Administrators' Benefits Manual dated as of July 1, 2013, as amended from time to time by the Committee.

**VII. Medical Examination**

The Committee agrees to bear the cost of a full annual physical examination of the Superintendent upon request by the Committee, and the Superintendent shall provide a letter that he can perform the essential functions of the Office of Superintendent with or without an accommodation.

**VIII. Termination**

In the event that the Superintendent desires to terminate this contract before the term of service shall have expired, he may do so by giving written notice of this intention to the Committee no later than January 1st of any year during the term of this agreement (to be effective on June 30 of that year) or by giving a minimum of six months' notice to the Committee. The Superintendent's failure to give full and



timely notice shall constitute "good cause" for termination.

The Committee may terminate this contract at any time without further obligation by a majority vote for any of the following reasons: inefficiency, incapacity, incompetence, conduct unbecoming to a superintendent, insubordination, or other good cause. Where termination is effected for good cause, a hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented at such hearing by counsel who shall be entitled to participate on behalf of the Superintendent. The Committee shall provide fourteen (14) days' written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended action including copies of all relevant documents on which the Committee intends to rely for such action.

The Committee may also terminate this contract other than for good cause prior to the expiration of its term with written notice by January 1 of a year with an effective termination of June 30, or at any time by majority vote with notice of six months. Termination of the Superintendent's appointment shall terminate this agreement.

#### **IX. Resignation**

There shall be no penalty for release 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 or one hundred eighty (180) days notification from the Superintendent unless the Committee fixes a lesser period of time at which the resignation or release is to take effect.

#### **X. Arbitration**

##### **A. Scope of Controversy**

Any claim alleging the breach of this contract shall be settled and determined solely and exclusively by arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association and 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 M.G.L. c. 150C, then relative to the arbitration of employment disputes. The parties expressly waive any right to assert such claims in any other forum.

##### **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. In the case of a termination, if the arbitrator determines that the termination was not for



good cause, his authority is limited to awarding the Superintendent monetary damages which may not exceed what the Superintendent would have been entitled to had his contract not been terminated prior to its expiration. In no case shall such award order or require the reinstatement of the Superintendent to his position. The standard for the Arbitrator shall be the same as expressed in the 5<sup>th</sup> paragraph of Section 42 of Chapter 71 of Massachusetts General Laws.

#### **XI. Indemnification**


- A. The District shall at all times indemnify and hold harmless the Superintendent to the maximum extent and in accordance with the terms of MGL c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which the indemnification is applicable, provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at his then effective per diem rate of pay or \$400.00, whichever is greater, subject to any applicable legal limits.
- B. This indemnification provision, Article XI A. and B. shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.

#### **XII. Entire Agreement**

This contract embodies the whole 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 and signed by the party against whom enforcement thereof is sought. This contract supersedes all prior agreements between the parties, and all such prior agreements shall be without further effect.

#### **XIII. Invalidity**

If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.



IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in quadruplicate on the day and year first written above.

Maria E. Neyland

Maria Neyland  
Chairman, Acton-Boxborough Transitional School Committee  
and  
Chairman, Acton-Boxborough Regional School Committee

2/14/14  
Date

Glenn Brand

Glenn Brand, Superintendent  
Acton-Boxborough Regional School District

2/24/14  
Date

ADDENDUM I

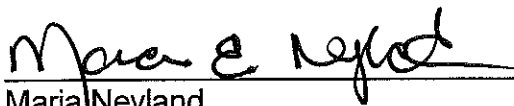
Enacted on  
July 1, 2014  
To the  
Contract of Employment  
For Glenn Brand  
Superintendent of Schools



Employment & Salary History:

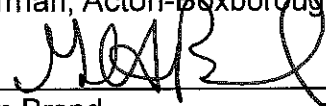
<b>Period</b>	<b>Salary (annualized)</b>
7/1/14 6/30/15	\$180,000
7/1/15 6/30/16	\$185, 400 (which equals a 3% increase) if an overall "Proficient" rating is achieved on the first year evaluation, as outlined in Section V. Evaluation
7/1/16 6/30/17	\$192,816 (which equals a 4% increase) if an overall "Proficient" rating is achieved on the annual evaluation, as outlined in Section V. Evaluation

Future salary changes will be added to this addendum. Such changes shall not otherwise modify or affect the terms of this contract, which shall remain in full force and effect in accordance with its terms.

  
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Maria Neyland  
Chairman, Acton-Boxborough Transitional School Committee  
and  
Chairman, Acton-Boxborough Regional School Committee

2/14/14  
\_\_\_\_\_  
Date

  
\_\_\_\_\_

Glenn Brand,  
Superintendent, Acton-Boxborough Regional School District

2/24/14  
\_\_\_\_\_  
Date



ADDENDUM II

Enacted on  
July 1, 2014  
To the  
Contract of Employment  
For Glenn Brand  
Superintendent of Schools

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The Committee agrees that the District will pay for the "New Superintendent Induction Program" offered by the MA Department of Elementary & Secondary Education and MASS. The charges for the New Superintendent Induction Program will be paid directly by the District and are estimated to be as follows:

Year 1	\$3,900
Year 2	\$2,900
Year 3	\$2,900

  
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Maria Neyland  
Chairman, Acton-Boxborough Transitional School Committee

2/14/14  
Date

  
\_\_\_\_\_  
Glenn Brand,  
Superintendent, Acton-Boxborough Regional School District

2/24/14  
Date

ADDENDUM III

Enacted on July 1, 2016

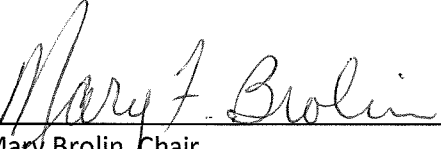
To the

Contract of Employment

For Glenn Brand

Superintendent of Schools

The Committee agrees to continue to employ Glenn Brand as Superintendent of the schools of the Acton-Boxborough Regional School District from July 1, 2016 through June 30, 2018. If, prior to October 15, 2017, the Committee has not provided the Superintendent with notice of non-renewal of this contract, then the contract shall be extended for an additional one year period. The School Committee will work with the Superintendent to negotiate a follow-on contract to take effect July 1, 2017. The Superintendent's salary for the period July 1, 2017 – June 30, 2018 shall be determined by the Committee in June, 2017.

  
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Mary Brolin, Chair  
Acton-Boxborough Regional School Committee

6/23/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Glenn A. Brand, Superintendent  
Acton-Boxborough Regional School District

6/24/16  
\_\_\_\_\_  
Date