

## SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“Agreement”) is entered into by and between the Acton-Boxborough Regional School District, acting by and through its School Committee (the “School District”) and Dr. Glenn Brand (“Dr. Brand”).

1. **Resignation.** Dr. Brand hereby notifies the School District that he is resigning as Superintendent of Schools, and from all employment by the School District, effective June 30, 2017 (the “Separation Date”). The School District hereby accepts that resignation, effective June 30, 2017, hereby waives any further advance notice from Dr. Brand under Articles VIII and IX of the parties’ Contract of Employment dated February 12, 2014 and as amended by Addenda I, II, and III (the “Employment Contract”), and (pursuant to Articles IX of the Employment Contract) hereby confirms June 30, 2017 as the date on which the resignation is to take effect. Dr. Brand hereby waives any notice from the School District of non-renewal of the Employment Contract. Dr. Brand acknowledges that the School District has taken and will take actions in reliance on this resignation, and that it is irrevocable.

2. **Conclusion of 2016-2017 School Year.** Prior to the Separation Date, Dr. Brand will complete his annual performance evaluations of the School District personnel who directly report to him, and Dr. Brand will provide to the School Committee Chair reasonably satisfactory evidence that these performance evaluations have been completed. Because Dr. Brand has resigned effective June 30, 2017, the School District will not conduct a further annual performance evaluation of Dr. Brand.

3. **Salary Continuation.** (a) Provided that Dr. Brand and an authorized member of the School District Committee have each executed this Agreement and Dr. Brand executes the Supplemental Release and Waiver of Claims (the “Supplemental Release”) attached hereto as Attachment A, and provided that the Agreement and Supplemental Release have both become

effective and enforceable in accordance with their terms, then, during the period July 1, 2017 through June 30, 2018 (the “Salary Continuation Period”), the School District will continue to pay Dr. Dr. Brand his base salary of \$192,816, less regular deductions, in accordance with the School District’s customary payroll practices.

(b) In the event that, during the Salary Continuation Period, Dr. Brand engages in remunerative work (including as an employee, consultant, independent contractor, sole proprietor, partner or otherwise) as an education professional, the School District may reduce (or, if applicable, reduce to no payment) the salary continuation payments made to Dr. Brand by the amount of such alternate earnings. For the avoidance of doubt, it is the intention of the parties that Dr. Brand receive the full salary due under his employment contract during the period July 1, 2017 through June 30, 2018 either solely from A-B or in combination from A-B and other sources for work as an education professional. For example, if Dr. Brand secured employment in which he were paid \$10,000 per month, then during the period of time that he was receiving such alternate compensation, the salary continuation payments from the School District would be reduced by \$10,000 per month. Dr. Brand is not under any affirmative obligation to accept any offer of such remunerative work during the Salary Continuation Period.

4. **Health Insurance Continuation.** During the Salary Continuation Period, provided that Dr. Brand elects and remains eligible for COBRA health insurance continuation coverage, the School District will continue to contribute towards Dr. Brand’s health insurance costs on the same basis as it does from time to time for actively-employed administrators. Following the end of the Salary Continuation Period on June 30, 2018, Dr. Brand may continue COBRA health insurance continuation coverage at his own expense in accordance with the School District’s customary practices, for the remainder of the COBRA continuation period.

5. **Withholdings.** All payments by the School District under this Agreement will be reduced by all taxes and other amounts, including but not limited to, amounts regularly transmitted to MTRS, that the School District is required to withhold under applicable law.

6. **Unemployment Claim.** The School District agrees not to contest any claim that Dr. Brand may file for unemployment benefits to commence on or after June 30, 2018.

7. **Releases and Waivers of Claims.**

(a) The parties want to be certain that this Agreement will resolve any and all concerns that they may have and therefore each must carefully consider its terms, including the mutual releases and waivers of claims set forth in the following paragraphs and (in the case of Dr. Brand) in the Supplemental Release attached as Attachment A. This Agreement, which includes the release and waiver of claims set forth below, and the Supplemental Release attached as Attachment A, each creates legally-binding obligations, and the School District therefore advises Dr. Brand to consult with an attorney before signing either this Agreement or the Supplemental Release. The School District confirms that it has consulted with its legal counsel.

(b) In consideration of the special benefits being provided to Dr. Brand under this Agreement, to which he would not otherwise be entitled, Dr. Brand, on behalf of himself and any representative and all others connected with or claiming through him, irrevocably and unconditionally releases and forever discharges the School District, its past, present and future School Committee members, administrators, employees, and agents (hereafter collectively, "A-B"), whether acting on behalf of the School District or in their individual capacities, from any and all claims, damages, causes of action, rights, charges or grievances (hereafter collectively "claims"), whether in law or equity, of any nature whatsoever, known or unknown, under any contract, agreement, statute, law, or otherwise, that Dr. Brand has had in the past, now has, or might now have against A-B, through the date of his signing of this Agreement, including

without limitation any claims in any way resulting from, arising out of or related to his employment by the School District or the termination of that employment, or arising under the Employment Agreement and/or any and all employment contracts or policies, or pursuant to any federal, state, or local law, regulation or requirement, including as applicable and without limitation, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Mass. Gen. L. c. 151B, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, all as they may be amended, and all other applicable federal, state or local laws, and Dr. Brand hereby waives all such claims.

(c) The School District irrevocably and unconditionally releases, and forever discharges Dr. Brand from any and all claims, whether in law or equity, of any nature whatsoever, known or unknown, under any contract, agreement, statute, law or otherwise, that the School District has had in the past, now has, or might now have against Dr. Brand, including without limitation any claims in any way resulting from, arising out of or related to his employment by the School District or the termination of that employment, and the School District hereby waives all such claims.

(d) Nothing in this Agreement shall be construed to prohibit Dr. Brand from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency, except that Dr. Brand hereby agrees to waive his right to recover monetary damages or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf. Nothing in this Agreement limits, restricts, or in any other way affects his communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

8. **Non-Disparagement.** Subject to Section 7(d), Dr. Brand agrees not to make any statement, written or oral, that a reasonably prudent person would conclude disparages the School District or its past, present or future School Committee members, administrators, employees, or agents, or its management, practices, or programs, or which disrupts or impairs its normal operations. The School District shall instruct its School Committee members and all central office administrators with District-wide responsibilities, building principals and assistant principals (by whatever title they are known or identified in the District) not to make any statement, oral or written, that a reasonably prudent person would conclude disparages Dr. Brand or his personal or professional reputation.

9. **Return of Property.** Dr. Brand warrants that he will have returned all School District documents and other property by the Separation Date or such earlier time as the School District may direct.

10. **Mutual Statement to the Community.** Dr. Brand and the School District will issue to the community a mutual statement as attached as Attachment B.

11. **Outside Inquiries.** In response to inquiries from prospective employers that are directed to the School District's Human Resources Department, the School District shall provide Dr. Brand's dates of employment, job title held, and (if expressly authorized in writing) final salary. For the avoidance of doubt, Dr. Brand may request of any individual present or former School Committee member or central office administrator, or any employee of the district, a voluntary personal reference.

12. **Status of Benefits and Taxes.** Except as provided in Paragraph 3, Dr. Brand's participation in School District benefit plans will end as of the Separation Date. Unused accrued vacation time as of June 30, 2017 as reflected on the books of the School District will be paid to Dr. Brand effective on the Separation Date.

13. This Agreement represents the entire agreement between Dr. Brand and the School District with respect to his separation from employment, and supersedes any previous oral and written negotiations, agreements, commitments, representations or writings.

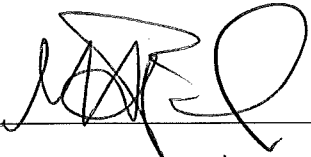
14. Dr. Brand acknowledges that he has been advised by the School District to consult with an attorney before signing this Agreement, and that he has so consulted with an attorney.

15. The parties agree and acknowledge that the considerations exchanged herein do not constitute and shall not be construed as constituting an admission of wrongdoing of any sort on the part of any party.

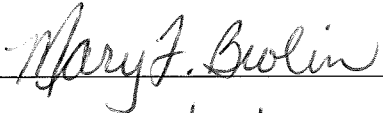
16. Dr. Brand acknowledges that he has read this Agreement and understands its provisions, that he has been given the opportunity to consider this Agreement for twenty-one (21) days before executing it, and that his agreement is knowing and voluntary. For a period of seven (7) days from the date of the execution of this Agreement, Dr. Brand may revoke this Agreement by written notice received by the School District before the expiration of such period, and this Agreement shall not become effective or enforceable until this seven (7) day revocation period has expired and only if he has not timely revoked it.

17. This Agreement is a sealed instrument and will be governed by the laws of the Commonwealth of Massachusetts.

DR. GLENN BRAND

  
\_\_\_\_\_  
Dated: 05/17/17

ACTON-BOXBOROUGH  
REGIONAL SCHOOL DISTRICT,  
acting by and through its SCHOOL  
COMMITTEE

By:   
\_\_\_\_\_  
Dated: 05/17/17

## ATTACHMENT A

### SUPPLEMENTAL RELEASE AND WAIVER OF CLAIMS

This Supplemental Release and Waiver of Claims is being given by me for and in consideration of the benefits to which I am not otherwise entitled to be provided to me in accordance with the Agreement between me and the School District dated on or about \_\_\_\_\_, 2017 (the "Agreement"), which is subject to my signing this Supplemental Release and Waiver of Claims.

Now, therefore, I, on my own behalf and on behalf of my representatives and all others connected with or claiming through me, hereby release and forever discharge the School District, its past, present and future School Committee members, administrators, employees, and agents, whether acting on behalf of the School District or in their individual capacities, from any and all claims, damages, causes of action, rights, charges, grievances (hereafter collectively, "claims"), whether in law or equity, of any nature whatsoever, known or unknown, under any contract, agreement, law or otherwise, which I have had in the past, now have, or might now have, against A-B through the date of my signing of this Supplemental Release and Waiver of Claims, including without limitation any claims in any way resulting from, arising out of or related to my employment by the School District or the termination of that employment or arising under the Contract of Employment dated February 12, 2014 and amended by Addenda I, II and III and/or any and all employment contracts or polices or pursuant to any federal, state or local law, regulation or other requirement (including as applicable and without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Mass. Gen. L. c. 151B, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, all as they may be amended, and all other applicable state, federal or local laws, and I hereby waive all such claims.

Nothing in this Supplemental Release and Waiver of Claims shall be construed to prohibit me from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency, to the extent applicable, except that I hereby agree to waive my right to recover monetary damages or other individual relief in any charge, complaint or lawsuit filed by me or by anyone else on my behalf. Nothing in this Supplemental Release and Waiver of Claims limits, restricts or in any other way affects my communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity.

I acknowledge that I understand that I may not sign this Supplemental Release and Waiver of Claims prior to the Separation Date, as defined in the Agreement, but that I may consider the terms of this Supplemental Release and Waiver of Claims for up to twenty-one (21) days following the Separation Date before signing it. I understand that I may elect to sign this Supplemental Release and Waiver of Claims prior to the expiration of that twenty-one (21) day period, but that I am not required to do so. I also acknowledge that I have been advised by the School District to seek the advice of an attorney prior to signing either the Agreement or this Supplemental Release and Waiver of Claims and to consult with an attorney, if I wished to do so, and to consult with any other person of my choosing before signing; and that I am signing this Supplemental Release and Waiver of Claims knowingly and voluntarily and with a full understanding of its terms. For the period of seven (7) days from the date of my execution of this Supplemental Release and Waiver of Claims, I may revoke it by written notice to the School District before the expiration of such period, and this Supplemental Release and Waiver of Claims shall not become effective or enforceable until this (7) day revocation period has expired and only if I have not timely revoked it.



I further acknowledge that, in signing this Supplemental Release and Waiver of Claims, I have not relied on any promises or representations, express or implied, other than those set forth expressly in the Agreement.

Intending to be legally bound, I have signed this Supplemental Release and Waiver of Claims under seal as of the date written below.

Accepted and agreed:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT B**

### **MUTUAL STATEMENT TO THE COMMUNITY**

The Acton-Boxborough Regional School Committee and Dr. Glenn Brand have met to discuss their educational and operational philosophies and have concluded that, in these important matters, their views and interests are not aligned. As a result, and after an open and honest exchange of these views, the parties have concluded their interests are best served by concluding the day to day employment relationship as of June 30, 2017. Dr. Brand will resign as of that date and the Committee will continue to pay Dr. Brand his salary under the effective contract through June 30, 2018, less any interim earnings in the field of education. The parties appreciate the professional manner in which these discussions took place and wish each other well.