EMPLOYMENT CONTRACT FOR INTERIM SUPERINTENDENT OF SCHOOLS WILMINGTON PUBLIC SCHOOLS

This Agreement made this fourteenth day of May 2025 between the School Committee for the Town of Wilmington, (hereinafter referred to as "the Committee"), and Dr. David Thomson, (hereinafter referred to as "the Interim Superintendent"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

- 1. <u>EMPLOYMENT</u>: The Committee hereby agrees to employ Dr. Thomson in the position of Interim Superintendent for the Wilmington Public Schools and Dr. Thomson hereby accepts such employment on the following terms and conditions:
- **TERM:** This employment contract shall commence on July 1, 2025, and shall expire on June 30, 2026, unless otherwise terminated sooner by either party pursuant to this Agreement.
- **COMPENSATION:** The Interim Superintendent shall be paid a gross salary of Two hundred fifteen thousand dollars (\$215,000.00) per annum for the period beginning on July 1, 2025, through June 30, 2026.
- 4. **DUTIES OF EMPLOYEE:** The Interim Superintendent shall faithfully, diligently and competently perform the duties and responsibilities of Interim 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 INTERIM

 SUPERINTENDENT: The Interim 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 delivered in hand to
 the Chair of the School Committee or sent to the Committee by certified mail, return receipt

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 Interim Superintendent shall provide prior written notice to the Chair of the Committee before engaging in any consultative work.

- 8. <u>CERTIFICATE</u>: The Interim Superintendent shall furnish suitable evidence of an appropriate certificate qualifying him to act as Interim 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 Interim Superintendent for the costs of annual membership in the Massachusetts Association of School Superintendents (MASS) and the School Superintendents' Association. The Committee will reimburse the Interim Superintendent for attending local and out of town workshops and other professional improvement sessions.

10. FRINGE BENEFITS:

- (a) <u>Vacation</u>: The Interim Superintendent shall be entitled to four (4) weeks' vacation during the term of this Agreement. The Interim Superintendent shall give notification to the Chair of the Committee of his intent to take any vacation.
- (b) <u>Holidays</u>: The Interim Superintendent shall receive time off with pay for the following holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Patriots' Day; Memorial Day; Juneteenth Day; Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day. In the event that a holiday falls on a Sunday, the Interim Superintendent shall receive the following Monday as holiday with pay.
- **(c)** <u>Tax-Sheltered Annuities</u>: The Interim 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.

- (i) <u>Travel Allowance</u>: The Interim Superintendent shall receive an annual travel allowance of two thousand, seven hundred fifty dollars (\$2,750.00). Travel allowance is not subject to submission of travel receipts.
- (j) <u>Cell Phone Allowance</u>: The Interim Superintendent shall receive an annual cell phone allowance of five hundred dollars (\$500.00).
- (i) <u>In-district time</u>: The Interim Superintendent shall be eligible for compensation for up to two days of in-district time prior to the start of this contract at his per diem rate.
- 11. **PERFORMANCE:** The Interim Superintendent agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written agreement between the Interim Superintendent and the Committee. Said exceptions shall be in writing signed by all parties.
- **EVALUATION:** Subject to the requirements of the Open Meeting Law, the Committee shall annually evaluate the Interim Superintendent using an instrument consistent with the Massachusetts Model System for Superintendent Evaluation as prescribed by DESE. The Committee and the Interim Superintendent shall collaborate on and prepare a written set of goals and objectives, including measurable outcomes and dependencies, to be used for such evaluation. The Interim 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 Interim 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. <u>WARRANTY OF CREDENTIALS</u>: The Interim 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

0	Dr. Jennifer Bryson	5/20/25 Date
	Vice-Chair	
	Stephen Turner	05/21/2025 Date
	Secretary	
	David Russble	5/22/2025
	David Ragsdale	Date
	Member	
	Might Menth	23 May 2025
	Dr. Michael Mercaldi	Date
	Member	
	Wich Hoff	5/19/25
	Nicholas Golden	Date
	Member	
	Geberrahrd	5/22/2025
	Rebecca Lord	Date

Member