

EMPLOYMENT AGREEMENT

This AGREEMENT is entered into on this 9th day of June, 2014 by and between the Wayland School Committee (the "Committee") and [REDACTED] (hereinafter "[REDACTED]"). For valuable consideration acknowledged as given and received, the Committee and [REDACTED] hereby agree as follows:

1. Term. This Agreement, and [REDACTED]'s employment, shall be for the three-year period of July 1, 2014 through and including June 30, 2017, and shall be subject to termination during such three-year period in accordance with the terms set forth in paragraph 7, below.

2. Employment as Superintendent. During the term of this Agreement, the Committee shall employ [REDACTED] as Superintendent of Schools, and [REDACTED] hereby agrees to accept such employment and serve the Committee faithfully, diligently, and to the best of his ability, devoting his entire time and attention thereto. [REDACTED] further agrees to perform all duties incident to his office and all such further duties as may be assigned to him from time to time by the Committee. [REDACTED] may accept speaking, writing, consulting, lecturing, or other engagements of a professional nature, provided that they do not, in the opinion of the Committee, interfere with his duties as Superintendent of Schools, and further, provided that he obtain the approval of the Committee or its Chair before accepting any such engagement for remuneration. The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate license qualifying him to act as Superintendent of the Town in the Commonwealth.

3. (a) Base Compensation. Effective July 1, 2014 through June 30, 2015, the Committee shall pay [REDACTED] an annual gross salary of [REDACTED] (\$ [REDACTED]) subject to normal and regular deductions required by law or as requested by [REDACTED]. Effective July 1, 2015 through June 30, 2016, the Committee shall pay [REDACTED] an annual gross salary of [REDACTED] (\$ [REDACTED]) subject to normal and regular deductions required by law or as requested by [REDACTED]. Effective July 1, 2016 through June 30, 2017, the Committee shall pay [REDACTED] an annual gross salary of [REDACTED] (\$ [REDACTED]) subject to normal and regular deductions required by law or as requested by [REDACTED].

(b) Bonus. [REDACTED] may receive a one time payment in the form of a bonus (the "Bonus") in the amount of up to two thousand dollars (\$2000.00) in recognition of any superior job performance pursuant to the terms of this paragraph 3(b). The Bonus shall be earned in installments of one thousand dollars (\$1000.00) at the end of each fiscal year, on June 30, 2016 and June 30, 2017, provided that [REDACTED] has received an overall rating of "Exemplary" performance in his evaluation for that fiscal year. For each year in which the Bonus is earned pursuant to the terms of this paragraph 3(b), the Bonus shall be paid to [REDACTED] on or before June 30 of that fiscal year. The parties agree that the Bonus shall be deemed not part of the superintendent's gross salary set forth above, for

any purpose, including any calculation of future cost of living increases or pension amounts.

4. Benefits.

Health, dental, and life insurance – [REDACTED] shall be eligible to participate in the group health, dental, and life insurance policy generally available to employees of the Town of Wayland; the Committee will contribute toward this insurance coverage at the same level as for its other employees.

Disability/ Long Term Care insurance – The Committee shall contribute up to a maximum of three thousand five hundred dollars (\$3,500) to a disability insurance and/or long term care insurance policy chosen by [REDACTED], upon receipt from [REDACTED] of an invoice for such payment. [REDACTED] shall be solely responsible for obtaining this insurance coverage and taking all necessary steps to keep this policy in effect during the term of this Agreement. This disability insurance and/or long term care insurance is in addition to any long term disability insurance policy provided by the Town of Wayland for its employees generally.

Vacation – [REDACTED] shall be entitled to twenty-five (25) working days of annual paid vacation. No vacation time may be taken by [REDACTED] while school is in session without prior notice of the Committee. Vacation days not used in any particular contract year may be accumulated for use in any subsequent contract year or years, provided, however, that no more than fifty (50) such days may be accumulated and carried forward in this manner. All accumulated vacation days up to the maximum of fifty (50) days shall be paid to the Superintendent following his retirement, resignation, or termination; in the case of the Superintendent's death such vacation days shall be paid to his estate. Such accumulated vacation days shall be paid at [REDACTED]'s then per diem rate of pay.

Holidays – The Superintendent shall be entitled to all holidays and half-days before holidays recognized by the Wayland School Committee and made available to central office employees.

Sick leave – [REDACTED] shall be able to carry over his accumulated sick leave during the term of the Agreement. In addition, during the 2014-2015 contract year and each contract year thereafter, [REDACTED] shall earn fifteen (15) days of paid sick leave. Sick leave not used in any particular contract year may be accumulated by [REDACTED] with no limit as to the maximum accumulation. [REDACTED] shall not be paid for accrued unused sick leave upon the termination of his employment with the Committee.

Bereavement Leave - [REDACTED] shall have available to him bereavement leave of up to five (5) consecutive workdays without loss of pay following the death of a member of the immediate family. The immediate family is defined as parents, spouse, parents of spouse, children, brothers, sisters, brothers and sisters of spouse, and any relative residing in the same household.

Personal Days – ██████ shall have available to him three (3) personal days per year in addition to his vacation time to tend to serious, personal business that cannot be conducted other than on school time. Personal days do not accrue from year to year nor shall ██████ be paid for such unused days upon the termination of his employment.

Memberships - The Committee shall pay for ██████'s memberships in AASA and MASS.

Smart Phone - ██████ shall have available a Smart phone paid for by the Committee.

Car allowance - The Committee shall pay ██████ an allowance of three hundred dollars (\$300) per month for the use of his vehicle for all business-related travel.

Other Expenses – The Committee shall reimburse ██████ for all reasonable expenses incurred by him to attend conferences and professional development activities with the prior approval of the Committee. ██████ shall request such approval at least four (4) weeks in advance of the conference or professional development activity when it is possible to do so. In addition, the Committee agrees to pay for up to three (3) education-related subscription publications designated by ██████.

5. Evaluation. On or about June 30 of each contract year, the Committee shall prepare a written evaluation of ██████, to which the Superintendent may prepare a response. The evaluation, and ██████'s response, if any, among other factors and considerations, shall be utilized by the Committee in determining ██████'s salary for subsequent contract years, should the Committee decide to renew the employment of ██████ at the conclusion of this Agreement.
6. Annual Physical Examination. ██████ shall submit to a complete physical examination, and file with the Committee a certification by a registered physician that ██████ is able to perform the essential functions of Superintendent with or without reasonable accommodations. This certification shall be filed by June 1, 2015, December 1, 2016 and June 1, 2017.
7. Extension. The Committee shall provide ██████ with written notice of its intent to renew or not renew this Agreement no later than December 31, 2016. In the event that the Committee decides to renew this Agreement, the Committee and ██████ shall enter into discussions concerning the terms of this Agreement no later than May 1, 2017, provided that ██████'s salary and benefits as set forth in paragraph 3 of this Agreement shall not be reduced without his consent. In the event that ██████'s employment and this Agreement are not renewed, ██████ shall continue to render his services and shall be paid his regular compensation until the expiration of the term of this Agreement.

8. Termination.

- (a) During the term of this Agreement, ██████ may voluntarily leave the employment of the Wayland School Department at the end of the then current fiscal year of the Wayland School Department (June 30), provided that he has served the Committee and the Assistant Superintendent with written notice of his intent to do so at least six (6) months in advance of his intent to do so. In the event that ██████ exercises his rights under this paragraph 8(a), this Agreement shall terminate on June 30, of the then current year, and all rights not surviving pursuant to its terms shall be null and void.
- (b) At any time during the term of this Agreement, the Committee may suspend ██████ without pay for a period of time or may dismiss him and terminate this Agreement for good cause provided that ██████ has been informed in writing of the charge or charges or cause or causes for his proposed discharge. ██████ may request the opportunity to meet with the Committee to provide information to the Committee on why he should not be dismissed. Such meeting with the Committee shall be held and subject to the requirements of the Open Meeting Law and any implementing regulations. In the event of such dismissal for good cause, no further payments shall be due to ██████ pursuant to this Agreement.
- (c) In any cases where there is a question of ██████'s incapacity for physical or mental reasons, a comprehensive medical examination may be required by the Committee. The Committee shall pay the cost for any such examination. In any event, if ██████ is unable to perform his services by reason of absence due to physical illness for one hundred eighty (180) calendar days, or due to mental incapacity for ninety (90) calendar days, the Committee shall have the option of terminating this Agreement. If the Committee so terminates this Agreement, ██████ will continue to receive sick leave payments until his total accumulated sick leave is exhausted.
- (d) Arbitration - Any controversy or claim arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof, as well as any claim pursuant to M.G.L. c. 151B, as well as any federal or other state law prohibiting discrimination in employment and/or any federal and/or state law relating to the rights of employees, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. The filing party must provide to the other party a copy of the demand at the time it is filed. 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 pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes. In the event that the Arbitrator determines that there was not good cause for the termination, he/she has no authority to order reinstatement,

but only has the authority to order backpay and the remaining salary due under this Agreement.

9. Indemnification – The Committee shall indemnify and hold harmless the Superintendent in accordance with the terms of M.G.L. c. 258. The Superintendent shall comply with all obligations to assist in any litigation instituted in which statutory indemnification is applicable. This provision shall survive expiration of this Agreement or cessation of the employment relationship.
10. Notices – All notices required to be sent hereunder to the Committee shall be addressed to the Wayland School Committee at 41 Cochituate Road, Wayland, Massachusetts 01778, and to the Chair thereof at his/her home address, and such as may be required to be sent to [REDACTED] shall be sent to him at 41 Cochituate Road, Wayland, Massachusetts.
11. Entire Agreement. This Agreement contains the entire agreement between the Committee and [REDACTED] with respect to the subject matter hereof, and may be changed or modified only by written instruments duly executed by the Committee and [REDACTED]
12. Massachusetts Law. This Agreement shall be construed and interpreted in accordance with the law of the Commonwealth of Massachusetts and shall be deemed to include all terms required to be included therein by the general laws of this Commonwealth, as if such terms were expressly set forth therein.
13. Savings/Survival clause. Should a court of competent jurisdiction determine that any provision of this Agreement is illegal or unenforceable, then such provision shall be null and void and the other provisions of this Agreement shall remain in full force and effect. In the event that this Agreement is terminated pursuant to paragraph 8, the following provisions shall survive that termination: paragraph 9, 11, 12 and 13.

WAYLAND SCHOOL COMMITTEE

By:

[REDACTED]

Chairperson

Date: June 17, 2014

[REDACTED]

Superintendent of Schools

Date: June 16, 2014

Adopted by School Committee on June 9, 2014