

**WAYLAND PUBLIC SCHOOLS
Wayland, Massachusetts**

3-year contract

CONTRACT OF EMPLOYMENT

This CONTRACT is made by and between the Wayland School Committee (hereinafter “the School Committee”), acting by and through the Superintendent of Schools of the Town of Wayland (hereinafter “Superintendent”), and [REDACTED] (hereinafter “[REDACTED]”).

GENERAL TERMS

1. The School Committee and the Superintendent hereby employ [REDACTED] in the Town of Wayland upon the terms and conditions contained herein.
2. [REDACTED] hereby accepts the employment as [REDACTED] in the Town of Wayland upon the terms and conditions contained herein.

DURATION

3. This CONTRACT shall commence on July 1, 2014, and shall remain in full force and effect until June 30, 2017, unless terminated prior to its expiration date by the School Committee and the Superintendent or the [REDACTED] in accordance with the terms set forth below. If the Superintendent intends to reappoint the [REDACTED] at the end of this CONTRACT, he will so notify her of that intention before April 1, 2017.

WORK YEAR

4. The [REDACTED] shall work a twelve (12) month work year beginning July 1 and ending June 30. The [REDACTED] shall work during school vacations subject to her right to time off as provided herein.

DUTIES AND RESPONSIBILITIES

5. [REDACTED] shall perform all the duties and responsibilities of [REDACTED] as provided by M.G.L. c. 71, sect. 59C, all other applicable state and federal laws and regulations, the job description as established by the School Committee and/or the Superintendent, and such other duties and responsibilities which may be assigned from time to time by the School Committee or the Superintendent. It is recognized that the [REDACTED] responsibilities and conduct are not determined by prescribed hours and conditions and she will perform the direct and implied duties of her position and will expend the time and effort necessary to effectively achieve the goals and purposes of the Wayland Public Schools. The [REDACTED] shall furnish and maintain throughout the

term of this CONTRACT a valid and appropriate license qualifying her to act as [REDACTED] [REDACTED] pursuant to M.G.L. c. 71, sect. 38G, and regulations promulgated thereunder.

COMPENSATION

6. The [REDACTED] annual salary rate, effective July 1, 2014, will be \$ [REDACTED], subject to deductions permitted or required by law and/or authorized by the [REDACTED]. This salary includes a travel allowance of \$2,200. An annual review of this salary shall be conducted by the Superintendent and will be set in accordance with relevant statutes and Wayland School Committee policy and will be subject to appropriation.

FRINGE BENEFITS

7. Fringe benefits shall consist of the following:
 - a. Vacation - Twenty-five (25) working days per year of paid vacation will be granted to the [REDACTED] each contract year. Scheduling of such vacation days shall be arranged with the Superintendent prior to taking the vacation days.
 - b. Holidays – The [REDACTED] shall be entitled to pay on the holidays which follow: New Year’s Day, Presidents’ Day, Patriots’ Day, Memorial Day, Martin Luther King Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, and Christmas Day.
 - c. Health, dental, disability, and life insurance – The [REDACTED] shall be eligible to participate in the health, dental, disability, and life insurance policies generally available to employees of the Town of Wayland, with the same level of employer contribution.
 - d. Sick leave – The [REDACTED] shall have available to her fifteen (15) working days of annual sick leave. Sick leave time not used in any particular contract year may be accumulated by the [REDACTED] with no limit as to the maximum accumulation. The [REDACTED] shall not be paid for accrued unused sick leave upon the termination of her employment with the Committee.
 - e. FMLA, MMLA, and Small Necessities Leave - Leave as provided under state and federal laws and regulations shall be available to the [REDACTED] consistent with such laws and regulations and any policy of the Town of Wayland or the Wayland School Committee.
 - f. Other leave – The [REDACTED] may apply for other leave generally available to teachers under the collective bargaining agreement with the Wayland

Teachers Association. The granting of any such leave is at the discretion of the Superintendent of Schools.

TERMINATION/DISCIPLINE

8. a. The Superintendent and the School Committee will not terminate this CONTRACT except for good cause. As used herein, good cause shall mean any ground(s) put forward by the School Committee and the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith, or irrelevant to the sound operation of the school system.
- b. The Superintendent and the School Committee may discipline the [REDACTED] [REDACTED] for good cause, as determined by the Superintendent and the School Committee, after giving the [REDACTED] notice of such proposed discipline. Such discipline may include, but is not limited to, reprimand, warning, and/or suspension.
- c. During the contract term, the [REDACTED] may voluntarily leave the employment of the Wayland School Department, provided she serves the Superintendent with written notice at least ninety (90) days in advance of her desired departure date.

INDEMNIFICATION

9. The School Committee shall indemnify and hold harmless the [REDACTED] in accordance with the terms of M.G.L. c. 258. The [REDACTED] shall comply with all obligations to assist in any litigation instituted in which statutory indemnification is applicable. The provision shall survive expiration of this CONTRACT or cessation of the employment relationship.

INVALIDITY

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

ENTIRE CONTRACT

11. This CONTRACT constitutes the entire CONTRACT between the Superintendent and the School Committee and the [REDACTED] and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This CONTRACT may not be amended except by a writing signed by the parties to this CONTRACT. A waiver by the Superintendent and the School Committee of a breach of any provision of this CONTRACT shall not operate or be construed to be a waiver of any subsequent breach by the [REDACTED].

APPLICABLE LAW

11. The laws of the Commonwealth of Massachusetts shall apply to the interpretation of this CONTRACT.

IN WITNESS THEREOF, the Superintendent, acting on behalf of himself and the School Committee, and the [REDACTED] hereby affix their hands and seals.

[REDACTED], Superintendent of Schools

Date

I hereby accept the conditions stated herein and agree to abide by all relevant laws, Wayland School Committee policies, and administrative rules and regulations that apply to or affect my position in any way. I acknowledge that no other promises or inducements, whether oral or in writing, have formed the basis of my acceptance of this Contract. I agree to perform the duties required of me to the best of my abilities.

[REDACTED], [REDACTED]

Date