

**FIRST AMENDMENT TO CONTRACT OF EMPLOYMENT
MELROSE SCHOOL COMMITTEE
AND**

This agreement is made as of August 27, 2014, by and between the Melrose School Committee (hereinafter referred to as the "School Committee") and (hereinafter referred to as the "Superintendent").

In consideration of the promises contained herein, the School Committee and the Superintendent agree as follows:

1. AMENDMENT OF PRIOR CONTRACT OF EMPLOYMENT:

The School Committee and the Superintendent agree to amend the Contract of Employment dated April 12, 2012 between the parties (hereinafter referred to as "the Prior Contract"), effective upon execution of this First Amendment. Except as modified herein, all other terms, conditions, undertakings and agreements contained in the Prior Contract remain in full force and effect during the term of this First Amendment.

2. TERM:

Paragraph 2 of the Prior Contract is amended to provide that its term shall be extended for a period of three (3) years, from June 30, 2015 to June 30, 2018, subject to the provisions of Massachusetts General Laws, Chapter 71, Sections 41 and 59.

On or before September 1, 2017, the School Committee shall notify the Superintendent in writing as to whether it wishes to commence negotiations for a successor agreement. Failure of the School Committee to provide such notice shall be considered the same as notice by the School Committee that it does not wish to commence negotiations for a successor agreement. In such event, this Contract shall terminate on June 30, 2018, and as of such date the Superintendent's employment shall end.

If the School Committee provides notice indicating its desire to commence negotiations for a successor agreement, it shall meet with the Superintendent and attempt to conclude negotiations by June 30, 2018. Such negotiations shall commence no later than October 1, 2017.

3. ENTIRE AGREEMENT:

This First Amendment and the Prior Contract, to the extent that it is not inconsistent with this First Amendment, embody the entire agreement between the School Committee and the Superintendent, and there are no inducements, promises, terms, conditions or other obligations made or entered into by either party other than those contained herein. This First Amendment may not be changed except in writing, executed by the School

Committee and the Superintendent. This First Amendment shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

4. SEPARABILITY OF PROVISIONS: If a court of competent jurisdiction deems any provision of this First Amendment, or any application of this First Amendment to the Superintendent, to be contrary to law, then such provision or application shall be invalid, provided that all other provisions and applications of this First Amendment shall continue in full force and effective.

MELROSE SCHOOL COMMITTEE

Date: 8/27/14

By _____
Date: 8/27/14

Approved as to form:
Counsel for Melrose School Committee

Date: 9/5/14