

GENERAL RELEASE AND SETTLEMENT AGREEMENT

MARTHA JAMIESON (hereinafter the "Releasor") for and in consideration of the sum of Seventy-Five Thousand Dollars and no cents (\$75,000.00), the receipt whereof is hereby acknowledged, (designated or allocated at the sole direction of Releasor as payment for her damages, attorney's fees and costs) paid to her attorney, Nicholas S. Guerrero of Shaheen, Guerrero & O'Leary, LLC, by and on behalf of the WAYLAND PUBLIC SCHOOLS, WAYLAND SCHOOL COMMITTEE, GARY BURTON, PATRICK TUTWILER, the MASSACHUSETTS INTERLOCAL INSURANCE ASSOCIATION, and their respective officers, directors, principals, members, shareholders, agents, servants, shareholders, parent companies, subsidiaries, affiliates, insurers, employees and attorneys both present and former (hereinafter the "Releasees"), hereby releases and forever discharges, the Releasees of and from any and all debts, obligations, promises, covenants, agreements, contracts, controversies, suits, actions, causes of action, trespasses, damages, claims or demands, both in LAW and in EQUITY, which against the said Releasees, the Releasor ever had, now has or hereafter can, shall or may have, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents, as described with more particularity in the following paragraph. The monies described herein will be payable to Releasor by the Massachusetts Interlocal Insurance Association within 30 days of the receipt from the plaintiff of a fully executed copy of this Settlement Agreement and the accompanying Stipulation of Dismissal.

More particularly, the Releasor forever releases and discharges the Releasees of and from any and all claims, actions, liens, damages, losses, lawsuits or proceedings of any type or sort whatsoever concerning, pertaining or in any way relating to the events, accidents or incidents

involving MARTHA JAMIESON and the WAYLAND PUBLIC SCHOOLS or any department, director, officer, employee or agent of the TOWN OF WAYLAND, from September 1, 2007 to the present, including but not limited to any claims arising from Releasor's employment with the Releasees, whether by statute or otherwise. This release is intended to and specifically does include a release of all claims concerning, relating or pertaining to all events or occurrences which are alleged or which could have been alleged in a lawsuit entitled Martha Jamieson v. Wayland Public Schools, et al., Civil Action No. 2011-02648, pending in Middlesex Superior Court (the "Action").

For the same consideration mentioned above and for no additional consideration, the Releasor also agrees to indemnify and hold harmless the Releasees from and against any claim arising from any lien, claim of lien, subrogation claim, claim under the Medical Care Recovery Act (42 U.S.C. §§2651-2653).

The Releasees make no representation as to taxability of the aforementioned settlement payments and Ms. Jamieson agrees she has not relied on any representations by or from the Town of Wayland or any of the Releasees or their counsel in this regard. In the event of any tax assessments, penalties, tax obligations, interest and/or fines imposed on the Town by the IRS or any other taxing authority attributable to the settlement payment herein, Ms. Jamieson agrees to indemnify the Town for any such taxes, assessments, fines, interest or penalties that it may be requested to pay arising out of the settlement provided herein.

Releasor hereby confirms that she understands and agrees that the release set forth herein is, and is intended to be a full, final and complete release of the Releasees with respect to all damages, known and unknown, sustained by, or which have yet to be sustained by Releasor by

reason of any alleged acts, omissions, events, accidents or incidents as of the date of this Settlement Agreement.

Releasor hereby acknowledges that she understands that after the date of this release, her damages and losses may turn out to be more severe or different from what the Releasor now believes them to be, or that damages of which Releasor is now unaware may manifest themselves, and that, by signing this release, Releasor is accepting that risk and giving up any right to seek any additional monies from or otherwise to assert any claim or demand against the Releasees.

It is agreed and understood by the Releasor and Releasees that the settlement of this claim represents the compromise of a disputed claim and is in no way an admission of any wrongdoing, unlawful conduct, liability or responsibility on the part of the Releasees or any one of them.

The Parties agree not to make any disparaging statements toward one another. The Parties agree that a violation of this paragraph shall be deemed a material breach of this Agreement entitling the harmed party to injunctive relief.

In further consideration of this Release, the Releasor and Releasees agree to hold confidential, preserve, and not disclose the terms of this Settlement Agreement to any third party, except as part of any communications with their attorneys, spouse, financial or tax advisors, or insurers, or except upon the lawful demand of any governmental agent or agency including judicial process or as otherwise required under Massachusetts law. It is agreed and understood by the Releasor and Releasees that should a court of competent jurisdiction determine a breach or violation by either party of the terms of this confidentiality provision, and should either party

obtain material and relevant evidence demonstrating that either party so failed to hold confidential, preserve and not disclose the terms of this Settlement Agreement, that either party shall be entitled to maintain an action for payment of damages from the other party for such breach. In the event the terms of this Agreement become public through no fault or actions of either party or their agents, this confidentiality provision will no longer be binding upon either party.

As a further condition of this release, the Releasor agrees to stipulate to the dismissal of any and all pending lawsuits involving any of the Releasees with prejudice and without costs and/or legal fees, whether by statute or otherwise, and to participate and cooperate with the Releasees to the fullest extent possible to effect the immediate dismissal of any and all such lawsuits.

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation, and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular numbers is intended to include the appropriate gender or number as the text of the within instrument may require.

The Releasor states that prior to executing this General Release, the Releasor carefully

read the General Release and knows of and understands its terms and provisions. The Releasor further agrees and states that she has had the benefit of assistance of counsel in negotiating the agreements reflected in this release and in reviewing this General Release, or has had the opportunity of assistance of counsel which Releasor has knowingly and voluntarily declined.

In addition to the foregoing, it is further agreed that this General Release and Settlement Agreement covers, but is not limited to, claims arising under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990 ("ADA"), as amended; the Civil Rights Act of 1871; the Massachusetts Fair Employment Act, Mass. Gen. Laws Chapter 151B, and/or any other local, state or federal law, regulation, rule of law, or ordinance having any connection with or related to any claims of hostile work environment, discrimination, harassment or retaliation on any basis, including race, national origin, veteran status, marital status, religion, sex, sexual orientation, disability, or age.

In accordance with the provisions of the Older Worker Benefits Protection Act, Jamieson may exercise her rights to review this Agreement and General Release for a period of twenty-one (21) days. Jamieson may accept the terms of this Agreement at any time on or before twenty-one calendar days from the date of her receipt of this Agreement and General Receipt. If the Agreement is executed prior to the expiration of that period, or at the conclusion of that period, Plaintiff affirms that she has done so knowingly and voluntarily, and without undue influence, duress, coercion or any other pressure of any sort. In conjunction with her review of this Agreement, Plaintiff is encouraged and has had opportunity to consult or seek the advice of an attorney and affirms that she has done so.

Plaintiff may withdraw her acceptance within seven (7) calendar days after the execution of this Agreement, by providing written notice to Defendants' counsel. If Plaintiff revokes this agreement, the terms of this Agreement shall become null and void.

Effective Date. The acceptance is effective and enforceable automatically upon the expiration of the seven-day revocation period (the "Effective Date"), which is the eighth calendar day after the Agreement is executed.

This General Release contains the entire agreement between the parties.

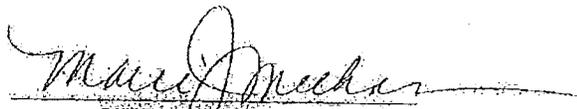
MS. JAMIESON IS ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. MS. JAMIESON HAS UP TO TWENTY ONE (21) CALENDAR DAYS TO CONSIDER THE MEANING AND EFFECT OF THIS AGREEMENT BEFORE SIGNING IT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of DECEMBER, of the year two thousand and twelve.

Signed, sealed and delivered in the presence of or attested by:



MARTHA JAMIESON



WITNESSED:
Printed Name: *Marie J. Meehan*
Title/Position:
Relationship to Releasor: *Sister*

BRAD CROZIER,
Assistant Superintendent,
Wayland School Department

WITNESSED:
Printed Name:
Title/Position:
Relationship to Releasees:

Plaintiff may withdraw her acceptance within seven (7) calendar days after the execution of this Agreement, by providing written notice to Defendants' counsel. If Plaintiff revokes this agreement, the terms of this Agreement shall become null and void.

Effective Date. The acceptance is effective and enforceable automatically upon the expiration of the seven-day revocation period (the "Effective Date"), which is the eighth calendar day after the Agreement is executed.

This General Release contains the entire agreement between the parties.

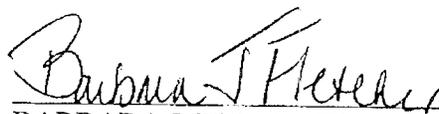
MS. JAMIESON IS ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. MS. JAMIESON HAS UP TO TWENTY ONE (21) CALENDAR DAYS TO CONSIDER THE MEANING AND EFFECT OF THIS AGREEMENT BEFORE SIGNING IT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of _____, of the year two thousand and twelve.

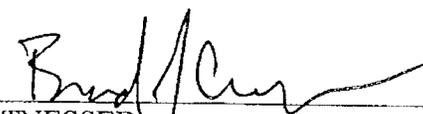
Signed, sealed and delivered in the presence of or attested by:

MARTHA JAMIESON

WITNESSED:
Printed Name:
Title/Position:
Relationship to Releasor:



BARBARA J. FLETCHER
Chairperson, Wayland School Committee



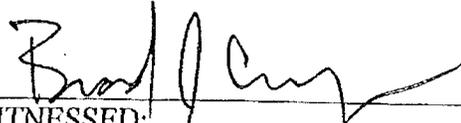
WITNESSED:
Printed Name: BRAD J. CROZIER
Title/Position: Asst. Supt
Relationship to Releasees: Professional



PAUL STEIN
Superintendent, Wayland School Department



PATRICK TUTWILER
Principal, Wayland High School



WITNESSED:
Printed Name: BRAD J. CROZIER
Title/Position: ASST. Supt.
Relationship to Releasees: Professional



WITNESSED:
Printed Name: BRAD J. CROZIER
Title/Position: ASST. Supt.
Relationship to Releasees: Professional