

**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

**THIS AGREEMENT** is made and entered into this 17<sup>th</sup> day of May, 2012, by and between the **HOPKINTON SCHOOL COMMITTEE**, whose members act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter referred to as “Hopkinton” or “the Committee” or “the Employer”, or as a “Party” to this Agreement, and **JONATHAN LANDMAN** of Newton, Middlesex County, Massachusetts, hereinafter referred to as “Dr. Landman” or “the Employee”, or as a “Party” to this Agreement in order to resolve all issues related to Dr. Landman’s employment with the Hopkinton School District. The Employer and the Employee are sometimes hereinafter referred to collectively as the “Parties” to this Agreement.

**WHEREAS**, Hopkinton and Dr. Landman are parties to a Contract of Employment for the Position of Superintendent of Schools dated April 28, 2011 covering the time period from July 1, 2011 through June 30, 2014 (hereinafter “the Agreement”); and,

**WHEREAS**, Dr. Landman has decided to resign from his position for personal reasons; and,

**WHEREAS**, a dispute has arisen relative to the Parties’ mutual rights under the Contract and law, as to the validity of which there is a bona fide dispute and difference between the parties; and,

**WHEREAS**, Hopkinton and Dr. Landman desire and intend to describe and determine all rights and responsibilities relative to the severance of the employment relationship and to resolve any and all disputes and differences among them, the Parties

have agreed upon a full and final settlement and compromise of the above-described claims and of all the causes of action, damages, liabilities, expenses and costs arising by reason of and from Dr. Landman's employment with Hopkinton, to date, and without admission by any Party of any wrongdoing;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises contained herein, Hopkinton and Dr. Landman (hereinafter collectively referred to as "the Parties") hereby agree to the following terms and conditions:

1. Dr. Landman shall resign his position with Hopkinton effective as of 11:59 p.m. on June 30, 2012 by means of a voluntary and irrevocable letter of resignation, which is attached hereto and incorporated herein as "Appendix A." The Committee, acting by and through its Chairman, agrees to accept Dr. Landman's resignation from employment.
2. Dr. Landman will announce his resignation from the District within a time frame mutually agreed to by the Parties. Following Dr. Landman's announcement, Hopkinton may take such steps as it deems appropriate to fill the resulting vacancy.
3. As of the effective date of his resignation, the terms of the Employment Contract between Hopkinton and Dr. Landman shall terminate and all rights, obligations and entitlements thereunder shall cease, except as required by federal or state law or as otherwise agreed herein.
4. Given Dr. Landman's notice to Hopkinton of his intent to resign his position as referenced at Paragraph 1, above, the Parties agree to forego the evaluation of Dr. Landman's performance during the 2011-2012 school year required by Section 4 of the Employment Agreement.

5. Notwithstanding the provisions of Section 5C of the Employment Agreement, the Parties agree that prior to June 30, 2012 Dr. Landman will utilize all available vacation time granted to him for the 2011-2012 contract year and that, in exchange for the consideration set forth herein, any unused vacation time remaining as of June 30, 2012 is hereby forfeited.

6. (a) Upon Dr. Landman's execution of this Agreement and General Release, the attached voluntary and irrevocable letter of resignation, and the expiration of any revocation period contained herein, and subject to the provisions of subparagraph (b) hereinafter, Hopkinton agrees to pay to Dr. Landman a sum equivalent to seven (7) month's salary, being One Hundred Five Thousand Dollars (\$105,000.00) (hereinafter referred to as the "Severance Sum"). The Severance Sum shall be paid to Dr. Landman in seven (7) equal consecutive monthly installments of Fifteen Thousand Dollars (\$15,000.00) payable on the last day of each month, with the first payment due on July 30<sup>th</sup>, 2012 and the last payment due on February 28, 2013 (hereinafter referred to as the "Severance Period"). The Severance Sum shall constitute income to Dr. Landman, subject to all applicable federal, state, and local taxes and/or withholdings customarily applied to Dr. Landman during the term of his employment with Hopkinton, with the exception of contributions made to the Massachusetts Teachers Retirement System ("MTRS").

(b) In the event that Dr. Landman secures employment at any time or from time to time during the period of July 1, 2012 through and including February 28, 2013, then the Severance Sum shall be decreased by an amount equal to any and all monies earned by Dr. Landman during the Severance Period, with each monthly installment decreased

ratably to reflect Dr. Landman's earnings during that month. In the event that any monthly installment fails for any reason to reflect the actual monies earned by Dr. Landman in that month, the amount of the next or succeeding monthly installment(s) shall be subject to adjustment to offset those monies which, as the case may be, should or should not have been paid to Dr. Landman in previous installments. Dr. Landman agrees to provide Hopkinton with prompt notice of any employment secured by him during the aforementioned Severance Period and shall also provide Hopkinton with documentation establishing the dollar amount of his earnings pursuant to such employment. Failure by Dr. Landman to provide such notice and documentation shall constitute a material breach of the terms of this Agreement and in the event of such a breach, in addition to all other legal or equitable rights and remedies available to Hopkinton, Dr. Landman's right to the remaining Severance Sum shall be terminated, Hopkinton shall have the right to cease payment of any and all monthly installments which have not yet been paid hereunder, and Hopkinton shall have the right to seek return of any and all monthly installments previously made to Dr. Landman that constitute overpayment.

7. As Dr. Landman was employed by Hopkinton through June 30, 2012, the Parties acknowledge that he will continue to be carried on the group health insurance plan offered by Hopkinton that he was enrolled in prior to his date of separation from employment through and until August 31, 2012, with Hopkinton continuing to pay the Employer's contribution towards the premium cost for this period and Dr. Landman continuing to pay the Employee's contribution towards the premium cost for this period. Effective September 1, 2012, Dr. Landman shall be offered continued group health insurance coverage through the federal law known as COBRA. Specific information on

COBRA coverage will be forwarded to Dr. Landman from Hopkinton. Hopkinton agrees to reimburse Dr. Landman an amount equal to the Employer's contribution for the monthly premium cost for the plan he was enrolled in as of June 1, 2012, being One Thousand Two Hundred Eighty Four Dollars and Forty-Six Cents (\$1,284.46) per month, for a period of six (6) months or until such time as health insurance coverage is otherwise available to him, whichever occurs first. Said reimbursements shall be paid on a monthly basis following submission of receipts by Dr. Landman to the Business Manager.

8. For all intents and purposes, Dr. Landman's separation from employment is characterized as a voluntary resignation. However, Hopkinton agrees that it shall not oppose Dr. Landman's receipt of unemployment compensation benefits from the Division of Unemployment Assistance as a result of his separation from employment.

9. Dr. Landman will cooperate with Hopkinton, acting by and through its Chair and/or its future Superintendent, regarding the transition of his duties and will provide the Chair and/or the future Superintendent with any and all materials relevant to such duties in a timely manner.

10. Following the date of his resignation of employment and the cessation of the Severance Period referenced above, in the event that Dr. Landman is required to testify in any judicial or administrative proceeding relative to Hopkinton Public School matters occurring during the term of his appointment as Superintendent of Schools, he will be compensated for each day he is required to appear at any such judicial or administrative proceeding at a per diem rate of Six Hundred Ninety Two Dollars and Thirty-One Cents (\$692.31). For appearances less than a full day, this payment will be pro-rated. In no

event will Dr. Landman be paid a per diem appearance fee during the same period of time that he is receiving severance pay as per Paragraph 6, above.

11. To the extent permitted by and subject to the provisions of Massachusetts General Laws, Chapter 258, the Committee hereby indemnifies and shall at all times defend, save and hold harmless Dr. Landman from any and all existing demands, claims, actions, suits and legal proceedings of a civil/criminal or administrative matter, or any such proceedings as may be initiated in the future, brought by any person against the Superintendent in his individual capacity, or in his official capacity as an agent or employee of the School Committee, provided the incident, event or facts giving rise to the legal action arose while Dr. Landman was acting within the scope of his employment with the Hopkinton Public Schools.

12. Dr. Landman hereby represents and warrants that, effective June 29, 2012, he shall return all correspondence, receipts, monies, keys, materials, equipment, supplies, records, files, and other property belonging to Hopkinton, including but not limited to the cell phone and lap top issued by Hopkinton. Dr. Landman further acknowledges and agrees that Hopkinton has returned all equipment, supplies, records, files, and other property to which Dr. Landman has asserted an ownership interest prior to the execution of this Agreement.

13. The Parties have agreed to issue a Joint Statement in the form attached hereto as Appendix B relative to Dr. Landman's separation from employment.

14. Hopkinton will provide Dr. Landman with a letter of reference in the form attached hereto as Appendix C. Dr. Landman agrees to direct all employment and other reference requests to the Chair of the Committee, who will respond in a manner

consistent with the contents of the aforementioned letter of reference (Appendix C) and the Parties' Joint Statement (Appendix B).

15. From and after the date of execution of this Settlement Agreement, each Party will maintain confidentiality concerning the negotiation, dollar amount and all other terms of this Agreement and agrees not to disclose to any person or entity the terms of this Settlement Agreement, except that each Party may (a) confirm without elaboration that a prior dispute between the Parties has been resolved, and (b) disclose the terms of this Settlement Agreement (i) for purposes of enforcing its terms; (ii) to the extent reasonably necessary to obtain legal and financial advice from professionals engaged in the business of providing such advice (including, without limitation, accountants); (iii) incidental to state or federal tax reporting obligations; (iv) to the extent reasonably necessary to apply for or obtain loans, credit, or financing; (v) as required by applicable law, including but not limited to state or federal freedom of information or public records statutes or regulations; and, (vi) by Hopkinton, on a need to know basis for the limited purpose of implementing said Agreement.

16. From and after the date of execution of this Agreement, neither Dr. Landman nor the current members of the Committee shall make any statements which are intended to disparage any other Party to this Agreement.

17. Dr. Landman hereby represents and warrants that he has not filed a grievance, complaint, unfair labor charge, action, claim, suit, charge, demand or cause of action, criminal or civil, nor has there been any assignment thereof, against any Released Party identified by this Agreement and/or their respective officers, administrators, Committee members, staff, agents, employees, attorneys, volunteers, insurers, successors and

assigns, in either their official or individual capacities, with any local, state or federal court or administrative agency. It is hereby agreed and understood that the execution of this Agreement shall constitute a waiver and a dismissal with prejudice of any and all such complaints, charges, actions, claims, suits, demands or causes of action in the event that the same has in fact been filed.

18. In consideration for the compensation and benefits described in this Agreement, except for the duties and obligations imposed herein, Dr. Landman, acting on his own behalf and on behalf of his heirs, representatives, successors and assigns (collectively and individually, the "Landman Releasing Parties") hereby releases and forever discharges the Town of Hopkinton and the Hopkinton School Committee, and their respective members, officers, agents, employees, representatives, successors and assigns, in both their official and individual capacities, (collectively and individually the "Landman Released Parties"), from any and all debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for personal injury or emotional distress, executions, liabilities, and any and all other claims of any kind, nature and description whatsoever, both KNOWN and UNKNOWN, both in LAW and EQUITY, which the Landman Releasing Parties (or any of them) has or ever had against the Landman Released Parties (or any of them), jointly or severally, including, without limitation, any and all claims in connection with, arising out of, or relating to Dr. Landman's employment with Hopkinton, from the beginning of the world to the date of this Agreement, including but not limited to any claims for alleged violation of the Employment Agreement, Massachusetts General Laws chapter 71, Massachusetts General Laws chapter 151B, Massachusetts General Laws, chapter 12, sections 11H and



11I, Massachusetts General Laws chapter 93, section 102, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, and any other federal, state, or municipal fair employment statutes or laws, or any other local, state or federal law, regulation or policy not specifically excluded herein. The foregoing release shall become effective upon execution of this Agreement. The foregoing release shall not apply to any retirement pension or other benefit of Dr. Landman's employment with Hopkinton which accrued or as to which Dr. Landman became vested or entitled prior to the execution hereof.

19. Except for the duties and obligations imposed by the Settlement Agreement, the Town of Hopkinton and the Hopkinton School Committee, on its own behalf and on behalf of its successors and assigns, and, to the extent it is within its power to do so, on behalf of its members, officers, agents, employees and their respective successors and assigns, hereby releases and forever discharges Dr. Landman and each of his heirs and legal representatives from any and all debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for personal injuries or emotional distress, executions and liabilities, and any and all other claims of any kind, nature and description whatsoever, both KNOWN and UNKNOWN, both in LAW and EQUITY, which the Committee or its members, officers, agents, or employees have or ever had against Dr. Landman from the beginning of the world to the date of this Agreement. The foregoing release shall become effective upon execution of this Agreement.

20. Waiver of Rights and Claims Under the Age Discrimination in Employment Act of 1967.

Since Dr. Landman is 40 years of age or older, he has been informed and agrees that he:

- (a) has or may have specific rights and/or claims under the Age Discrimination in Employment Act ("ADEA") of 1967;
- (b) is, in consideration for the amounts and benefits described in this Agreement, specifically waiving such rights and/or claims he might have against the Town of Hopkinton and the Hopkinton School Committee, its successors and assigns, and its current and former members, officers, agents, directors, supervisors, employees, representatives, successors and assigns, and all persons acting by, through, under, or in concert with any of them, to the extent such rights and/or claims arose prior to the date this Agreement was executed;
- (c) understands that rights or claims under ADEA which may arise after the date this Agreement is executed are not waived by him;
- (d) was advised when presented by Hopkinton with the original draft of this Agreement that he had at least 21 days within which to consider this Agreement; this 21-day review period will not be affected or extended by any revisions which might be made to this Agreement;
- (e) has been advised to consider the terms of this Agreement carefully and of his right to consult with or seek advice from an attorney of his choice or any other person of his choosing prior to executing this Agreement and has not been subject to any undue or improper influence interfering with the exercise of his free will in deciding whether to execute this Agreement.
- (f) has carefully read and fully understands all of the provisions of this Agreement, and he knowingly and voluntarily agrees to all of the terms set forth in this Agreement; and
- (g) may revoke this Agreement for a period of seven (7) days following the day on which he executes it. This Agreement shall not become effective or enforceable until the seven (7) day revocation period has expired without revocation by Dr. Landman. Any revocation within this period must be submitted, in writing, to Jean Bertschmann, Chair, Hopkinton School Committee, 89 Hayden Rowe, Hopkinton, MA 01748, and must state, "I hereby revoke my acceptance of our Agreement." The revocation must be hand-delivered to the Chair of the School Committee or her

designee, or mailed to the Chair and post-marked, within seven (7) days of the date on which Dr. Landman signs this Agreement.

21. This Agreement shall be binding on and inure to the benefit of the Employer and the Employee and their respective heirs, representatives, successors and/or assigns and, to the extent that the Employer has the power to bind its officers, employees, representatives, and agents, on said officers, employees, representatives, and agents, and this Agreement may not be abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by Dr. Landman and by duly authorized representatives of Hopkinton.
22. This Agreement contains and constitutes the entire understanding and agreement among the parties hereto and cancels any and all previous oral and written negotiations, agreements, commitments and writings in connection therewith.
23. This Agreement shall be governed by and constructed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflicts of law thereof.
24. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provisions shall be deemed not to be a part of this Agreement.
25. The Parties hereby acknowledge and represent to the other as a material inducement to their entry into this Agreement that each is entering into this Agreement as their respective free act and deed, after securing such legal and other advice as each wishes, and not under any duress or compulsion.

26. Dr. Landman represents that he has read the foregoing Agreement, fully understands the terms and conditions of such Agreement and is voluntarily executing the same. In entering into this Agreement, Dr. Landman does not rely on any representation, promise or inducement made by Hopkinton, with the exception of the consideration described in this document.

**EXECUTED** in duplicate as an instrument under seal on the date and year hereinabove set forth.

**HOPKINTON SCHOOL COMMITTEE**

By:

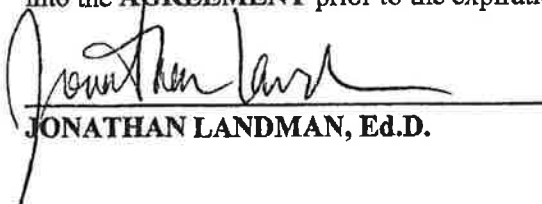


Jean Bertschmann  
Its Chair  
Duly Authorized

  
JONATHAN LANDMAN, Ed.D.

**ACKNOWLEDGEMENT AND WAIVER**

**Dr. Landman** acknowledges that he was informed and understands that he has at least 21 days within which to consider the above **AGREEMENT**, has been advised of his right to consult with an attorney or has consulted with an attorney regarding such **AGREEMENT**, and has considered carefully every provision of the **AGREEMENT**, and that after having engaged in those actions, prefers to and has requested that he enter into the **AGREEMENT** prior to the expiration of the 21-day period.

  
JONATHAN LANDMAN, Ed.D.

Dated: May 16, 2012

May 17, 2012

Hopkinton School Committee  
89 Hayden Rowe  
Hopkinton, MA 01748

Dear Members of the Hopkinton School Committee:

After much reflection and discussion with my family, professional peers and mentors, I have decided to resign from my position as Superintendent of the Hopkinton Public Schools. I have been fortunate indeed to have had an opportunity to work within this strong public school system, with wonderful staff, students and community leaders who share my commitment to educational excellence, innovation, and the well-being of young people.

Although I remain devoted to public service through educational leadership, I have come, respectfully, to recognize that my style and strengths have not been a good fit with the expectations and approach of the Hopkinton School District. I believe I can better serve public education in a setting where there is a closer match of perspective and style.

Please accept my resignation, effective at the close of business on June 30, 2012. Between now and then, I am committed to doing everything I can to facilitate a smooth transition, in order to ensure that the Hopkinton Public schools can move forward in excellent condition.

Very truly yours,

Jonathan Landman, Ed.D.

JOINT STATEMENT

The Hopkinton School Committee and Dr. Jonathan Landman wish to announce that the School Committee has accepted the resignation of Dr. Landman as Superintendent of Schools, effective June 30th. Dr. Landman is grateful to have had the opportunity to work within this strong public school system with wonderful staff, students and community leaders who share his commitment to educational excellence, innovation, and the well-being of young people.

Although he remains devoted to public service through educational leadership, after much reflection and discussion with family, friends and colleagues, he has come, respectfully, to recognize that his style and strengths have not been a good fit with the expectations and approach of the Hopkinton School District. He has concluded that he can better serve public education in a different setting.

The School Committee wishes to acknowledge Dr. Landman's unquestionable dedication to student achievement, thank him for his year of service and wish him success in his future endeavors.

Revised 5/23/12

### Joint Statement

The Hopkinton School Committee and Dr. Jonathan Landman wish to announce that the School Committee is in receipt of the resignation of Dr. Landman as Superintendent of Schools, effective June 30th. Dr. Landman is grateful to have had the opportunity to work within this strong public school system with wonderful staff, students and community leaders who share his commitment to educational excellence, innovation, and the well-being of young people.

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