

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made by and between the Town of Belmont, a municipal corporation in Middlesex County, Massachusetts, acting by its School Committee, hereinafter referred to as the "Committee" and John Phelan of Milton, Massachusetts, hereinafter referred to as the "Superintendent."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

ARTICLE ONE – PREAMBLE

- 1.1 The Committee hereby employs Mr. Phelan as its Superintendent of Schools in Belmont for the period of time, compensation, and other conditions of employment hereinafter stated.
- 1.2 The Superintendent agrees to all of the rules, regulations, and position characteristics as determined by the Committee, as well as to all of the provisions of state and federal laws relating to education, the schools, and the legal functions and responsibilities of school superintendents.
- 1.3 The relationship between the Committee and the Superintendent shall be based on a deep commitment to work in unison for the benefit of the children and the general community served by the Belmont Public Schools, and it shall reflect and acknowledge that the administration of school policy is set by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the Superintendent, pursuant to M.G.L. c. 71, §59.

ARTICLE TWO – CONTRACTUAL CONDITIONS

2.1 Length of Contract

The Superintendent shall be employed for three years beginning on July 1, 2014, and ending June 30, 2017 (Term). This contract shall be extended for one (1) year on July 1, 2017 unless the Committee provides the Superintendent with written notice on or before June 1, 2016 that the

contract shall terminate on June 30, 2017. Such notice shall be by mail to the Superintendent's address of record with the Committee.

2.2 Termination by the Superintendent

In the event that the Superintendent desires to terminate this contract before the Term shall have expired, he may do so by giving as least ninety (90) days notice of his intention to the Committee Chairperson by registered mail, return receipt requested.

2.3 Termination by the School Committee

Prior to the termination date set forth in section 2.1 above, the employment of the Superintendent may be terminated by the Committee for cause. Without limiting the meaning of the term "cause," it includes inefficiency, incompetency, insubordination, incapacity, or conduct unbecoming a superintendent.

2.4 Notice and Hearing

Any termination of employment for cause during the term of this Agreement shall require a two-thirds vote of the Committee. Prior to any such vote, the Superintendent shall be given thirty (30) calendar days written notice of the date and time at which such vote shall be taken and a statement of charges in sufficient detail to place the Superintendent on notice as to the alleged basis for such intended action. Upon written request to the Committee, not later than fifteen (15) calendar days prior to the date on which such a vote is scheduled to be taken, the Superintendent will be given the opportunity for a hearing before the Committee which will be held before any such vote is taken.

2.5 Arbitration

In the event of such termination, the Superintendent shall have the right to demand arbitration by filing a written demand for arbitration with the American Arbitration Association under its Labor Arbitration Rules within 10 days following the vote of the School Committee to terminate. The decision of the arbitrator shall be final and binding and the arbitrator shall have no authority to alter, amend or add to the terms of this agreement. The fees of the arbitrator shall be borne equally by the parties and either party may be represented by counsel at their own cost.

2.6 Indemnification

The Committee shall at all times indemnify and hold harmless the Superintendent to the maximum extent and 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 the statutory indemnification is applicable provided, however, that upon cessation of the employment relationship the Superintendent shall be compensated for such assistance in any day or part thereof during which such assistance is rendered at a reasonable *per diem* rate to be determined at the time of any such required assistance.

ARTICLE THREE – POSITION RESPONSIBILITIES

3.1 Certification

Throughout the length of his service in Belmont, the Superintendent shall furnish and maintain a valid and appropriate certificate qualifying him to act in this position, consistent with the requirements of Chapter 71, Section 38G of the Massachusetts General Laws.

3.2 Duties

The Superintendent shall perform faithfully the duties of a Superintendent of Schools and shall serve as Executive Officer of the Committee as provided in Chapter 71, Section 59, of the Massachusetts General Laws, and in accordance with all other applicable state and federal laws as well as in accordance with the Superintendent's job description.

3.3 Administration and Supervision

Subject to the Massachusetts General Laws and all legally binding contracts in effect within the School Department, the Superintendent shall have the authority and the latitude to organize, assign, and manage the administrative, supervisory, and instructional staff, so that the interests and needs of the School Department are best served. This leadership requirement shall include the selection of qualified personnel, making decisions and informing the Committee with respect to the assignment and transfer of personnel, and the direction of instructional, special needs, financial, and other related educational programs.

Both collectively and individually, the Committee shall promptly refer all criticisms, complaints, and suggestions brought to its attention to the Superintendent for his study, recommendation, and subsequent action.

3.4 Evaluation

The Committee shall conduct an annual assessment of the Superintendent in the performance of his duties and responsibilities, no later than May 1. Said evaluation shall be based on the Superintendent's job description, the goals and objectives set for the year in which the evaluation occurs and in accordance with the procedures applicable to evaluation of Superintendents set forth in 603 CMR 35.00 and as provided by the Massachusetts Model Evaluation Process for Superintendents developed by the Massachusetts Department of Elementary and Secondary Education.

3.5 Massachusetts New Superintendents' Induction Program (NSIP)

Recognizing that the Superintendent has never served as a superintendent, the Superintendent will be required to complete the New Superintendent Induction Program through the Massachusetts Association of School Superintendents (MASS) and will be granted appropriate leave to do so. The Superintendent will inform the Committee Chairperson of leave longer than one day. The Committee will pay the cost of this three year program.

3.6 Professional Meetings

The Superintendent will be expected to attend professional meetings, conferences, and conventions at the local, state, regional, and national level, as well as periodic seminars and workshops related to the demands of his position. An amount of up to \$1,500 per year will be reserved for this purpose. Any costs above this amount will be negotiated with the chairperson of the Committee.

The Committee will be informed and through the Committee's chairperson permission sought for attendance at any such event.

ARTICLE FOUR – COMPENSATION AND BENEFITS

4.1 Salary Considerations

For the period of time commencing July 1, 2014, and extending through June 30, 2015, the Superintendent shall be paid the salary of \$182,000.

Prior to each June 30th during which this Agreement is in effect, the Committee will set a new salary for the Superintendent based upon its annual review of his performance in accordance with the provisions of Article Three herein and relevant Committee policy.

4.2 Travel

The Superintendent shall receive an annual stipend of \$1,500 for travel costs related to the performance of his duties as Superintendent. This stipend shall be paid in the first pay period of January each year.

4.3 Insurance Coverage

The Superintendent shall be entitled to participate in all insurance plans (medical, etc.) available to the employees of the Belmont Public Schools.

The Superintendent shall receive an annual stipend of \$4,500 toward the cost of disability insurance and dental insurance. While dental insurance may be purchased through the Town of Belmont, the Superintendent will purchase disability insurance privately. This stipend shall be paid in the first pay period of July each year.

ARTICLE FIVE – VACATION AND LEAVES

5.1 Vacations

The Superintendent shall receive a paid vacation allowance of twenty (20) working days per contract year, exclusive of legal holidays. Said vacation days may be used at any time during each contract year at the discretion of the Superintendent and with proper notification to the Committee through its Chairperson. The Superintendent and Committee may agree on or after July 1, 2015 to enlarge the number of vacation days listed herein, however no such agreement

shall be binding unless executed by both parties in a separate written agreement which would then be appended to this agreement.

The legal holidays are:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	1/2 day before Thanksgiving (if school is not in session)
Patriots' Day	Thanksgiving Day
Good Friday 1/2 day (if school is not in session)	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Year's Day

5.2 Sick Leave

The Superintendent shall be granted twenty four (24) sick days in the first year of this agreement and twelve (12) sick days annually thereafter. Unused sick leave may be accrued from year to year but will not be paid out at any time.

5.3 Excused Leave

The Superintendent shall receive up to five (5) days per year with pay for personal reasons such as, but not limited to, accidents, court appearances, passing papers on a new home. An administrator must only cite this Article when applying for personal leave.

The Superintendent will have the opportunity to move towards an ultimate base of 30 accrued excused days, at the annual rate of five days per year. The maximum number of days to be compensated at resignation, retirement or death is fifteen (15). Upon resignation, retirement or death, compensation will be made to the Superintendent at a rate of \$400 per day.

5.4 Bereavement Leave

a. In the event of a death in the immediate family of an employee as defined below, the Committee will grant the Superintendent up to a maximum of five (5) bereavement leave days, provided that payment will only be made for those days upon which the employee has professional responsibilities and shall not apply to Saturdays, Sundays, holidays or days falling within the employee's vacation period.

b. "Immediate family" is defined as the employee's spouse, child, parent or sibling.

c. Three (3) days in accordance with the terms of Section 1 above shall be granted in the case of the death of the employee's grandparent, parent-in-law, or member of the employee's immediate household, or the spouse or child of a sibling.

ARTICLE SIX – EXPENSE ALLOCATIONS

6.1 Professional Dues

The Committee will provide payment of dues for the membership of the Superintendent in the American Association of School Administration (AASA), the Massachusetts Association of School Superintendents (MASS), a Superintendent's Roundtable of choice, and the Association for Supervision and Curriculum Development (ASCD).

6.2 Professional Publications

The Committee will provide payment for those subscriptions for professional journals and periodicals as deemed necessary and as selected by the Superintendent.

6.3 Educational Credits

In the event that the Superintendent is readmitted to a doctorate program, the Committee shall pay the Superintendent's credit continuation fee of \$300 per semester for all semesters completed between July 1, 2014 and July 1, 2016. These fees shall be paid in a lump sum of \$1,200.00 on August 1, 2015. If the Superintendent requires any additional time beyond July 1, 2016 to achieve his doctorate, the continuation fees necessary to retain his credits shall be borne exclusively by the Superintendent.

ARTICLE SEVEN – MISCELLANEOUS CONSIDERATIONS

7.1 Communications and Technology Privileges

The Committee shall provide a computer to be used by the Superintendent during the term of this agreement. The computer and any related equipment purchased shall be the property of the Committee and shall be used in accord with the District's policies governing the use of computers and electronic communications. The Committee shall also provide a wireless communication device to be used by the Superintendent during the term of this agreement. At his request, the Committee will provide an electronic tablet (iPad) to be used by the Superintendent during the term of this agreement. Any equipment purchased by the District shall be the property of the Committee.

ARTICLE EIGHT – ENTIRE AGREEMENT

8.1 This contract embodies the entire agreement between the Committee and the Superintendent; and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein.

8.2 This contract may not be amended except by an agreement in writing signed by the parties hereto.

8.3 If any paragraph or part of this contract is later found to be invalid, it shall in no way affect the remainder of this agreement, which shall continue to be legally binding and effective as to both parties.

8.4 This agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, and each of which taken together shall be considered as one and the same document.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this [] day of [], 2014.

TOWN OF BELMONT BY ITS SCHOOL COMMITTEE:

Laurie Graham, Chair

Kevin Cunningham

Anne Lougée

Lisa Fiore

Laurie Slap

Elyse Shuster

ASSENTED TO:

APPROVED AS TO FORM:

John Phelan
Superintendent

Colin R. Boyle, Esquire
Counsel to the School Committee