

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 Dr. Thomas S. Kingston of Arlington, 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 Dr. Kingston as its interim 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 serve on an interim basis and shall be employed for one year beginning on July 1, 2013, and ending June 30, 2014 (Term).

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 as set forth in, and in accordance with, the procedures of Chapter 71, Section 42 (and/or other appropriate procedures) of the Massachusetts General Laws.

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 Professional Meetings

The Superintendent will be expected to attend professional meetings, conferences, and conventions at the local, state, regional, and national levels, as well as periodic seminars and workshops related to the demands of his position. 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, 2013, and extending through June 30, 2014, the Superintendent shall be paid the salary of \$150,000.

4.2 Insurance Coverage

The Superintendent shall be entitled to all insurance plans (medical, prescription drug, hospital, dental, vision, life, etc.) currently in effect for the employees of the Belmont Public Schools.

ARTICLE FIVE – VACATION AND LEAVES

5.1 Vacations

The Superintendent shall receive a paid vacation allowance of twenty-five (25) 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 legal holidays are New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

5.2 Sick Leave

The Superintendent shall be granted ten (10) sick days annually, commencing on the first day of this contract.

5.3 In recognition of the fact that the duties of the Superintendent require him to attend evening meetings and events and otherwise honor the duties of his office beyond conventional working hours, the Committee allows the Superintendent to schedule medical appointments and other personal exigencies during the working day as long as such appointments and exigencies do not exceed on average four (4) hours in any given work week and as long as the Superintendent's schedule is always available to the Committee through its Chairperson.

5.4 Massachusetts New Superintendents' Induction Program (NSIP) Leave

In consideration of Dr. Kingston's reduced salary demands, and in recognition that his involvement as a coach in the New Superintendents' Induction Program as well serves the interests of the Belmont Public Schools, he shall be entitled to us up to 270 hours of leave intermittently throughout the year to continue his coaching services within the Massachusetts New Superintendents' Induction Program. Within twenty (20) days of the start of the Term, the Superintendent shall give written notice to the Committee through its Chairperson about when he anticipates being on leave for training and coaching. He shall also provide the Chairperson notice of any changes or adjustments to his schedule, and his schedule will be always available to the Chairperson with indications therein of site visits to districts for which he is the coach.

ARTICLE SIX – EXPENSE ALLOCATIONS

6.1 Professional Dues

At his request, the Committee will provide payment of dues for the membership of the Superintendent in the American Association of School Administrators (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.

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. 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.

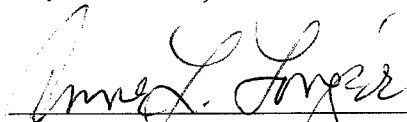
8.4 This agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, and each of which taken together shall be considered as one and the same document.

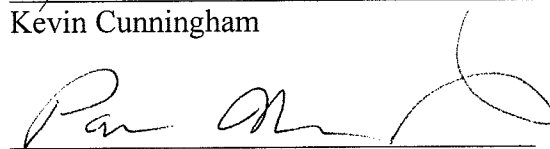
IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this 5th day of February, 2013.

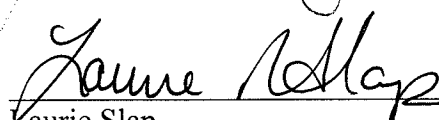
TOWN OF BELMONT BY ITS SCHOOL COMMITTEE:


Laurie Graham, Chair


Kevin Cunningham

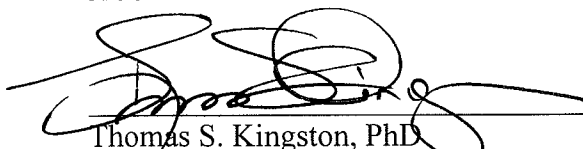

Anne Lougee

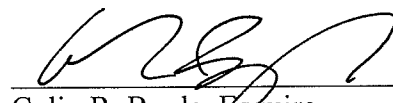

Pascha Griffiths


Laurie Slap

ASSENTED TO:

APPROVED AS TO FORM:


Thomas S. Kingston, PhD
Interim Superintendent


Colin R. Boyle, Esquire
Counsel to the School Committee