

EMPLOYMENT 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. Jill Geiser 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 agrees to employ Dr. Geiser 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's employment shall be continued for three (3) years beginning on July 1, 2023, and ending June 30, 2026 (Term). This contract shall be extended for one (1) year on July 1, 2026 to June 30, 2027 unless the Committee provides the Superintendent with written notice on or before October 1, 2025 that the contract shall terminate on June 30, 2026. Such notice shall be by US mail and/or electronic 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, she may do so by giving as least ninety (90) days' notice of her intention to the Committee Chairperson by registered mail, return receipt requested.

2.3 Termination by the School Committee

Notwithstanding any provision to the contrary, this Agreement may be terminated for good cause in which case any and all financial and other obligations by either party shall cease. For purposes of the Agreement, "good cause" shall mean any ground that is put forth by the Committee in good faith that is not arbitrary or irrelevant to the task of maintaining an efficient school system.

2.4 Notice and Hearing

In the event this Agreement is terminated for good cause, where cause exists, the Committee may discharge the Superintendent, terminating this contract prior to the expiration date stated above, provided the Superintendent has been informed of the charge or charges and causes or causes for her proposed discharge and has been given the opportunity for a hearing with the Committee prior to official action being taken. Said hearing shall be convened in Executive Session unless the Superintendent requests the hearing be held in public. The Superintendent may have counsel present at such Executive Session who shall be entitled to speak on behalf of the Superintendent. The Committee shall provide fourteen (14) days written notice of said hearing with a statement of charges in sufficient detail to place the Superintendent on notice of the basis for such intended actions. Such hearing shall be held in accordance with the requirements of Chapter 30A of the Massachusetts General Laws. Nevertheless, the Committee may immediately suspend the Superintendent from all duties prior to the hearing with pay and until a final determination is made on discharge by the 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.

2.5 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 her service in Belmont, the Superintendent shall furnish and maintain a valid and appropriate certificate qualifying her 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 her study, recommendation, and subsequent action.

3.4 Evaluation

The Committee shall conduct an annual assessment of the Superintendent in the performance of her 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 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 her 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.

3.6 Consultation/Teaching.

The Committee is aware that the Superintendent teaches graduate level courses in Education. The Committee agrees that the Superintendent may continue to engage in professional consulting/teaching work provided that such consulting/teaching work does not interfere with or detract from the Superintendent's work as Superintendent for the Belmont Public Schools. The Superintendent must provide notice to the Committee Chair and use her vacation leave to cover her absences during the business hours of the office of the Belmont Public Schools for such consulting/teaching work. The Committee shall not reimburse the Superintendent for any expenses associated with such consulting/teaching work.

ARTICLE FOUR – COMPENSATION AND BENEFITS

4.1 Salary Considerations

For the period of time commencing July 1, 2023, and extending through June 30, 2024, the Superintendent shall be paid the salary of \$211,000.

For the period of time commencing July 1, 2024, and extending through June 30, 2025, the Superintendent's salary shall increase by 2.5%.

For the period of time commencing July 1, 2025, and extending through June 30, 2026, the Superintendent's salary shall increase by 2.5%.

4.2 Insurance Coverage

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

ARTICLE FIVE - VACATION AND LEAVES

5.1 Vacations

The Superintendent shall receive twenty-five (25) vacation 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. Upon resignation, retirement, or death, the BPS shall compensate the Superintendent or her estate for all unused vacation days. Any days not used or bought back in accordance with 5.2 below will not be carried over to the following year.

The legal holidays are:

New Year's Day	Indigenous People's 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
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Year's Day

5.2 Vacation Buy Back

The Superintendent may sell back up to five vacation days per year at the per diem rate of pay then in effect. To be eligible to receive this benefit, the Superintendent must notify the Committee of her intent to access this benefit and the requested number of days on or before June 1st of any calendar year.

5.3 Sick Leave

The Superintendent shall be granted twelve (12) sick days annually. Unused sick leave may be accrued from year to year up to a maximum of 180 days but will not be paid out at any time.

5.4 Personal Leave

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

5.5. 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 subsection (a) 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 New Superintendent Induction Program.

The Committee shall pay the costs for the Superintendent's participation in the new Superintendent's Induction Program provided by M.A.S.S. during the duration of this contract.

6.4 Transportation Allowance

The Committee shall reimburse the Superintendent for expenses and personal automobile use for work related automobile mileage at the approved I.R.S. rate per mile.

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 District 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 her 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 District.

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 Any controversy or claim against the Committee arising out of their capacity or the Superintendent relating to any term or condition of this agreement or employment practices or policies of the Committee, or the breach thereof shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the Board of Conciliation and Arbitration of the Commonwealth of Massachusetts, or the American Arbitration Association. The filing party must elect one arbitration forum and provide to the other party a copy of the demand at the time it is filed. An award by an Arbitrator appointed pursuant to such rules shall be final and binding on the parties and may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provisions of M.G.L. c. 150C or if C. 150C is determined to be inapplicable, then pursuant to the provisions of c. 251 of the General Laws relative to arbitration of commercial disputes.
- 8.5 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 25 day of April, 2023.

TOWN OF BELMONT BY ITS SCHOOL COMMITTEE:



Meghan Moriarty, Chair







Dr. Jill Geiser, Superintendent





