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**AGREEMENT BETWEEN
SWAMPSCOTT SCHOOL COMMITTEE AND THE
SUPERINTENDENT OF SCHOOLS**

THIS AGREEMENT is executed this 6TH day of May, 2005 by and between the Swampscott School Committee, Swampscott, Massachusetts (hereinafter referred to as "the Committee"), and Matthew H. Malone, Ph.D. (hereinafter referred to as "the Superintendent").

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

1. **EMPLOYMENT:** The Committee hereby employs the Superintendent as Superintendent of the Swampscott, Massachusetts Public Schools, and the Superintendent hereby accepts employment on the following terms and conditions.
2. **TERM:** This Agreement shall commence July 1, 2005 and continue through June 30, 2008. The Agreement shall continue for an additional one (1) year term thereafter unless the Superintendent is notified by the Committee that the Agreement is to terminate at least one hundred twenty (120) days prior to June 30, 2008.
3. **COMPENSATION:**
 - a.) **Salary:** Effective July 1, 2005 the Superintendent shall receive a salary of One Hundred Forty Thousand (\$140,000.00) Dollars. The Superintendent's salary for the fiscal year commencing July 1, 2006, and each year thereafter, shall be determined by the parties based upon a performance evaluation as provided in Paragraph 9 of this Agreement prior to the commencement of each such year. Such compensation may be considered and reviewed annually but may not be reduced without the written consent of the Superintendent.
 - b.) **Annuity:** In addition to the salary specified in subparagraph a.) above, the Superintendent shall receive a payment of Two Thousand (\$2,000.00) Dollars per year which shall be contributed directly to a tax-sheltered annuity specified by the Superintendent.
4. **REIMBURSEMENT AND PAYMENTS FOR WORK RELATED TRAVEL:**

Out of District Travel: The Committee shall reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent for travel out side the School District.

5. PROFESSIONAL CONFERENCES, DUES AND EXPENSES:

- a.) The Committee shall reimburse the Superintendent for attendance, including travel, food, lodging and registration expenses, of professional conferences approved by the Committee in any school year upon submission of written voucher for the same.
- b.) The Committee shall pay all dues and associated costs of membership for the Superintendent in the following professional associations:

Massachusetts Association of School Superintendents
American Association of School Administrators
Association for Supervision and Curriculum Development

6. PERSONAL LEAVE:

- a.) Vacation Days: The Superintendent shall receive twenty-five (25) working days annual vacation. No more than five (5) days may be carried forward from one contract year into a subsequent year. Upon the termination of his employment, other than termination for cause, the Superintendent will be paid for unused vacation or in the case of his death, payment will be made to his estate.
- b.) Personal Days: The Superintendent shall be permitted three (3) personal days with pay during each contract year to use for personal matters that require the Superintendent to be absent. The Superintendent may utilize his personal days for the purpose of consulting to any other school district or making a presentation before any of the professional associations listed in Paragraph 4 of this Agreement and/or any other professional organization involving all aspects of public education.
- c.) Bereavement Leave: The Superintendent shall be permitted to take up to five (5) days bereavement leave for the death of a family member.
- c.) Sick Leave: The Superintendent shall be credited with fifteen (15) sick days annually whereby he shall be paid for days when he is unable to perform his duties due to sickness, illness, or injury or any other disabling reasons. Unused sick leave may be accumulated without limit. In the event such days are not utilized, the Superintendent will receive, on his retirement or termination, a sum of money equal to the number of accumulated sick leave days multiplied by twenty (20%) percent of the then current per diem rate of pay.

In lieu of disability income insurance for the Superintendent, a special sick leave bank will be established in the amount of seventy-five (75) days. In the event of an illness, regular sick leave shall be used in its entirety before any days are utilized

from the sick leave bank. Days in the sick leave bank will be excluded from the twenty (20%) percent sick leave buy back provision as outlined in above.

7. HEALTH AND LIFE INSURANCE: The Superintendent shall be entitled to participate in such health and life insurance programs as are provided by the Town for municipal employees. In addition, the Committee will reimburse the superintendent Five Hundred (\$500,000) dollars annually for the payment of life insurance separately procured by the Superintendent.
8. RESPONSIBILITIES AND DUTIES: The Administration of school policy and establishment of a budget are accomplished by the Committee pursuant to M.G.L. c.71, §59 and related provisions. The parties hereto agree that:
 - a.) The Superintendent shall administer curriculum and instruction, select textbooks and decide all matters having to do with selection, appointment, assignment, evaluation, transfer, promotion, organization, reorganization, reduction, or termination of personnel employed or to be employed by the School District consistent with State Law and contract obligations. Consistent with state law or regulations these duties may be delegated to other Administrators and Principals.
 - b. The administration of policy, the operation and management of the schools, including utilization or and regular accounting for funds appropriated for the school budget, and the direction of employees of the School District shall be through the Superintendent and the Assistant Superintendent. Duties and responsibilities therein shall be performed and discharged by the Superintendent or by his staff under his direction. Regular duties include supervision and oversight of any and all federal grant programs.
 - c. The Superintendent and his designee(s) shall have the right to attend all regular and special meetings of the School Committee and all committee or subcommittee meetings thereof, and shall serve as advisor to said committees and make recommendations on all matters affecting the School District. The Superintendent shall be consulted and have the right to speak on all issues before the School Committee and have a seat at the Committee table.
 - d. Criticisms, complaints and suggestions called to the attention of the Committee shall be promptly referred to the Superintendent in writing for study, disposition or recommendation as appropriate to facilitate the orderly administration of the District and to ensure responsiveness to the public and fairness to the Superintendent.
 - e. The Committee shall make no agreement with any other employee, group or individual that would interfere with the Superintendent carrying out statutory, managerial, administrative or supervisory responsibilities.

- f. The Superintendent is assured that Committee rules, regulations or policies are not in conflict with this Agreement and state law. Where such conflict exists, this Agreement or state law shall supersede such policy.
 - g. The Committee shall not, without the Superintendent's written consent, adopt any policy, by-law or regulation which impairs or reduces the duties and authority specified above; and provided, further, that all additional duties and responsibilities prescribed by the Committee are consistent with those normally associated with the position of Superintendents of Schools in the Commonwealth of Massachusetts.
 - h. Because the Superintendent's workday is flexible and frequently extends beyond normal working hours, time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.
9. PERFORMANCE: Evaluation by the Committee: The Committee shall evaluate the Superintendent's performance at least once annually not later than April 30th in each year. The evaluation shall be based upon performance criteria and objectives mutually agreed upon by the Superintendent and the Committee and shall be reduced to writing in a form mutually agreed to by the parties from time to time. The Superintendent shall be provided with a copy of the written evaluation, signed by the person duly authorized on behalf of the Committee to do so, at least ten (10) days prior to the date established by the Committee to negotiate a salary as provided in Section 3 of this Agreement. The evaluation shall not be considered final until after the Committee has reviewed the document with the Superintendent, considered input from the Superintendent, and revised the evaluation, if warranted. In any case, the Superintendent shall be entitled to append his written comments or reflections concerning the evaluation to the document prior to its insertion in his personnel file.
10. TERMINATION OF EMPLOYMENT: The Superintendent shall not be terminated before the end of this Agreement unless for cause. The term "cause" as used herein may include, but is not limited to, any one or more of the following: conduct unbecoming a Superintendent, incompetence, insubordination, inefficiency, immorality, neglect of duty, and physical and/or mental incapacity. Where cause exists, the Committee may discharge the Superintendent immediately, thereby terminating this Agreement, provided that prior to any termination vote the Superintendent shall be provided notice of the reasons for termination and an opportunity to respond.

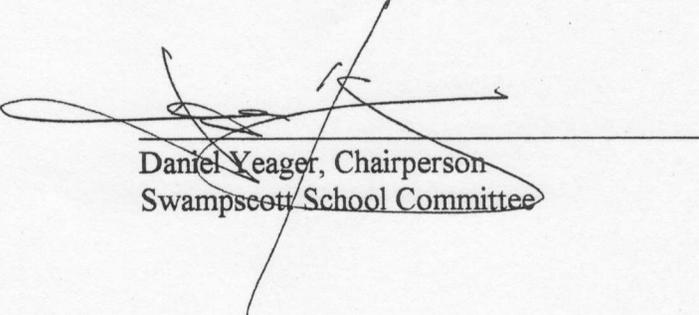
The Superintendent and the Committee may terminate this Agreement without cause by providing a minimum of one hundred-twenty (120) days written notice to the other party. In such case, the Superintendent and the Committee may mutually agree to reduce the amount of time to be worked by the Superintendent during such notice period and the Committee shall be obligated to compensate the Superintendent for such one hundred-twenty (120) day period.

11. CERTIFICATE: The Superintendent shall furnish and maintain throughout the term of this Agreement a valid and appropriate certificate qualifying him to act as a Superintendent in the Commonwealth of Massachusetts as required by G.L. Chapter 71, Section 38G. The Superintendent warrants the validity of the credentials and experience proffered to the Committee and material misrepresentations therein shall constitute grounds for termination. It is understood at the execution of this Agreement that the Superintendent is certifiable and has not completed his Massachusetts certification. He shall furnish such certification as soon as practical, but no later than January 1, 2006. Failure to do so shall constitute cause for the Committee to terminate this Agreement.
12. PROFESSIONAL ENGAGEMENTS AND CONSULTATIVE WORK: Superintendent may undertake and accept compensation for speaking, writing and lecturing engagements and any other engagements of a professional nature and consultative work outside the Swampscott Public Schools; provided, however, that none of such engagements or consultative work shall derogate from Superintendent's duties as Superintendent of the Swampscott Public Schools. Superintendent shall notify the Committee in advance of his intent to undertake such engagements.
13. RELOCATION EXPENSES: the Committee shall pay to the Superintendent the sum of Five Thousand (\$5,000.00) Dollars to reimburse and offset the expenses of the Superintendent's relocation to assume this position. In the event that the Superintendent does not complete the full three (3) year term of this Agreement, he agrees to reimburse said amount to the Committee and consents to the deduction of said amount from any monies owed to him by the Committee.
14. MENTORING: During the first year of his employment the Superintendent shall be reimbursed up to One Thousand (\$1,000.00) Dollars for the services of an experienced School Superintendent-Mentor selected by the Superintendent and approved by the Committee.
15. TECHNOLOGY: The Committee agrees to provide appropriate and necessary technology equipment to enable the Superintendent to maintain communications and fulfill his responsibilities.
16. LIABILITY AND INDEMNIFICATION PROTECTION: Superintendent shall be covered by such liability insurance as is carried by the Town and the Committee for municipal officers and employees as well as indemnification as provided in Chapter 258 of the General Laws.
17. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including one relative to termination, shall be settled and determined by arbitration in accordance with the Voluntary Rules of Arbitration of the American Arbitration Association and the judgment or decision by an arbitrator selected pursuant to such rules shall be final and binding on all parties concerned. Any claim for arbitration

hereunder shall be made within sixty (60) days of the act or incident alleged as a basis for the claim or controversy.

18. SEPARABILITY CLAUSE: If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, or by an arbitrator as provided in Paragraph 11 above, it shall not effect the remainder of this Agreement, but said remainder shall be binding and effective upon all parties.
19. ENTIRE AGREEMENT: This Agreement 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. This Agreement may not be changed or modified except by written agreement executed by both parties.
20. GOVERNING LAWS: This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF the parties have hereunto signed and sealed this Agreement, in one or more counterparts, as of the day and year first written above.



Daniel Yeager, Chairperson
Swampscott School Committee



Matthew H. Malone, Ph.D.
Superintendent of Schools