



SWAMPSCOTT PUBLIC SCHOOLS

Swampscott School Committee
207 Forest Avenue
Swampscott, MA 01907
Phone: 781 596 8800
Fax: 781 599 2502

September 6, 2019

[REDACTED]
Superintendent of Schools

Dear [REDACTED]

I am pleased to notify you that your compensation, as stated in section 3, paragraph 1 of your current contract, has been increased by 0% along with a one-time market adjustment of \$7,500 effective retroactive to July 1, 2019. Your new salary is \$185,727; which includes a travel allowance of \$2,500, as stated in section 9. Your current contract will extend through June 30, 2024.

Also, included in your contract retroactive to July 1, 2019:

The Bereavement clause, section 13, in your contract has been updated as follows:
The Superintendent will receive up to five (5) days at any one time in the event of death in the immediate family. The term "immediate family" refers to the Superintendent's spouse, child, father, mother, sister, brother, grandparents, domestic partner or any person living in the Superintendent's home. Absence of up to three (3) days without loss of pay or benefits will be allowed to attend the funeral of a mother-in-law, father-in-law, brother-in-law, sister-in-law, uncles, aunts, nieces, nephews, and cousins. ("Domestic partner" is defined as the person of the same or opposite sex with whom the person lives).

Sick leave buy back sunset as of September 6, 2019, with a total accrual of 211 days.

If you have questions about your new contract addendum or salary amount, please contact me.

Sincerely,

Gargi Cooper
Swampscott School Committee Chair

copy: School Business Administrator
Payroll Coordinator

/mbc



SWAMPSCOTT PUBLIC SCHOOLS

Pamela R. H. Angelakis, M.A., M.Ed.
207 Forest Avenue
Swampscott, MA 01907
Phone: 781 596 8800
Fax: 781 599 2502
Email: angelakis@swampscott.k12.ma.us

July 26, 2018

[REDACTED]
Superintendent of Schools

Dear [REDACTED]

I am pleased to notify you that your compensation, as stated in section 3, paragraph 1 of your current contract, has been increased by 1.5% along with a one-time market adjustment of \$7,500 retroactive to July 1, 2018. Your new salary is \$177,727; includes travel allowance of \$2,500, as stated in section 9, and annuity of \$2,000 as stated in section 17, of your current contract.

If you have questions about your new salary amount, please contact me.

Sincerely,

Amy O'Connor
Swampscott School Committee Chair

copy: School Business Administrator
Payroll Specialist

/mbc



Swamscott Public Schools Superintendent's Employment Contract

This agreement is made this 13th day of September, 2017, between [REDACTED] hereinafter referred to as the "Superintendent," and the Swamscott School Committee, hereinafter referred to as the "Committee".

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

1. Employment

The Committee hereby employs [REDACTED] as Superintendent of the Swamscott Public Schools and [REDACTED] hereby accepts employment as Superintendent of the Swamscott Public Schools, subject to the terms and conditions hereinafter provided.

2. Term

- A. This agreement and term of appointment shall be retroactive to July 1, 2017, and shall terminate June 30, 2021. This agreement specifically excludes any rollover provision.
- B. The Superintendent shall notify the Committee, in writing, on or before June 1, 2020, as to whether or not the Superintendent wishes to commence negotiations for a successor agreement.
- C. The Committee, on or before June 30, 2020, shall notify the Superintendent, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on June 30, 2021, and as of such date the Superintendent's employment shall terminate.
- D. In the event both the Superintendent and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall use their best efforts to conclude negotiations by January 1, 2021.
- E. Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on June 30, 2021, (and the Superintendent's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

3. Compensation

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a superintendent of schools as provided by law and herein, the Committee agrees to pay the Superintendent at an annual rate of one hundred sixty-three thousand two hundred and seventy-eight dollars (\$163,278) retroactive to July 1, 2017, and her annual review in July 2018.

On or before the first day of August of each year, beginning in 2018, the parties shall meet for the purpose of reviewing the Superintendent's compensation, and adjusting her compensation as both parties may agree. The Superintendent's compensation shall not be set prior to the completion of the Superintendent's annual performance evaluation. Compensation adjustments shall be retroactive to the date of the Superintendent's annual performance evaluation, or if earlier, August 1 of the year for which her compensation is being adjusted. The Superintendent's salary shall not be reduced at any time during the term or extended term of this contract unless both parties agree.

The Superintendent's salary shall be paid in equal installments in accordance with the policy of the Committee governing payment of other professional staff members.

4. Duties and Responsibilities

The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the lawful policies and procedures of the Committee and shall serve and perform such duties at such time and places and in such manner as the Committee may from time to time direct. Because the nature of the Superintendent's position frequently requires the performance of tasks outside of regular working hours, the Superintendent may take time away from work during the regular work day to attend to personal business on reasonable occasion without loss of pay or deduction from personal or vacation leave.

5. Goals and Objectives

The Committee and the Superintendent shall attempt to mutually agree to a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. The Committee retains the right to set and approve all goals and objectives. These shall be utilized by the Committee as a part of the Superintendent's evaluation and shall be considered an addendum to this contract. The Superintendent's goals shall be established by September 1 of each year.

The Superintendent shall present her mid-cycle goals review by January 1. The Superintendent shall present her end-of-cycle progress report by June 30.

The Committee will publicly discuss and review the Superintendent's job performance with her once annually, beginning no later than July 31 each year. The matter shall be scheduled as a regular agenda item for Committee business. The discussion and review shall pertain to a written majority summative evaluation report prepared by the School Committee Chairperson, which is a public document and shall be placed in the Superintendent's personnel file. The School Committee shall provide the Superintendent with a copy of said report and upon his request, copies of individual Committee member's evaluations prior to the review of his evaluation at the Committee meeting. Written statements from individual members shall be considered public records and may be discussed in a public forum. The Superintendent shall be given the opportunity to attach a response to said majority report.

6. Outside Professional Activities

- A. The Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent, and the Committee has approved of such work, which approval shall not be unreasonably withheld.
- 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

- ASCD (formerly the Association for Supervision and Curriculum Development)
- C. The Superintendent may participate in yearly conferences of the DESE and professional associations listed in paragraph (B), with costs for registration, not to exceed two thousand dollars (\$2,000.00) annually, paid for or reimbursed by the Committee. Travel, food and lodging costs associated with such participation shall be covered by Superintendent Travel Allowance detailed in section 9, unless the parties agree differently. Notwithstanding the foregoing, the Committee shall pay for or reimburse the lodging costs associated with the Superintendent's participation in the M.A.S.S. Superintendent's Induction program during the first year of this Agreement.

7. Certificate

The Superintendent shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

8. Dismissal or Suspension

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement in accordance with the provisions of Mass. General Laws and all other laws and regulations of the Commonwealth.

It is expressly understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal within the meaning of Mass. G.L. Chapter 71, Section 42, and that the requirements thereof shall not be applicable in such circumstances.

The Superintendent shall be subject to suspension or discharge only for cause by a majority vote of the School Committee. For purposes of the Contract, "cause" shall mean any ground that is not arbitrary, put forth by the Committee in good faith which is relevant to the task of maintaining an efficient school system and may include, but is not limited to, incompetence, or failure on the part of the Superintendent to satisfy the performance standards established pursuant to this Agreement, inefficiency, incapacity, conduct unbecoming a Superintendent or insubordination.

In the event the Committee desires to discharge the Superintendent for cause, and the Superintendent declines to resign upon request, the Superintendent shall first have the right to be furnished with a written statement specifying the causes for which such dismissal is sought, fifteen (15) calendar days' notice of the time and place of a hearing thereon, and a hearing before the Committee, which hearing shall be open to the public if either party so requests. The Superintendent shall have the right to be represented by legal counsel at any such hearing, at her own expense. The Superintendent may appeal her suspension or dismissal for cause by filing a petition with the American Arbitration Association. The Superintendent shall make the claim for arbitration within thirty (30) calendar days from the time the claim has arisen, unless otherwise mutually agreed upon by the parties. In a challenge to a discharge of the Superintendent, any award shall not include the reinstatement of the Superintendent to any position.

In the event of termination of this contract by the Committee prior to the expiration of its term, regardless of cause or reason, the Committee's maximum liability shall be limited to six (6) months of the then current annual contractual amount.

9. Travel Allowance

The Committee agrees to provide an annual allowance of \$2,500 .00 to the Superintendent for travel expenses and food and lodging reasonably incurred by the Superintendent in the normal performance of duties and responsibilities under this contract , prorated to the term of this contract and paid in such installments, no less frequently than quarterly, as are convenient. The Superintendent acknowledges that such allowance may be considered taxable income under applicable law and regulations.

10. Sick Leave

The Superintendent shall receive fifteen (15) sick days each year, to be credited to her sick bank each year on July 1, which may be accumulated without limit. The unused accumulated sick days she has available due to her previous, service with the Swampscott Public Schools shall be credited to her sick bank as of the first day of implementation of the Agreement. Both parties acknowledge that the Superintendent has already been credited with sick leave for the 2013-14 school year, and this contract shall not be interpreted to require crediting any additional sick leave for the 2013-2014 school year.

In recognition of dedicated service to the children of Swampscott, the Superintendent shall, if she applies, obtain an increase in compensation in the final year of service by following this established procedure. Should the Superintendent choose to participate in this program, she will notify the Committee by November 1 of the school year in which she intends to retire under the provision of the MTRS. If such notice is submitted by November 1, all accumulated sick leave (except that which is to be credited during the final year) shall be eliminated and in lieu thereof the annual salary of the individual concerned will be increased by an amount determined by the following formula:

$$\frac{20\% \text{ of unused accumulated sick leave } \times \text{ final year's salary}}{260} = \text{sick leave buy back}$$

The notice requirement of this section is intended for budget considerations and may be waived in the case where unanticipated physical disability requires the retirement under provisions of the MTRS at a time earlier than originally contemplated.

Should the Superintendent choose not to participate in this program, the benefit of sick leave buyback, entitles the Superintendent, upon retirement, to receive compensation for unused sick leave based on the above formula.

11. Health Insurance

The Superintendent shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the District, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

12. Vacations

The Superintendent shall be entitled to twenty-five (25) days of vacation during each contract year of this agreement for vacation and handling personal matters. The time for taking said vacation shall be subject to the approval of the Chair of the Committee, which approval shall not be unreasonably withheld. The Superintendent shall be allowed to carryover up to five (5) days from any one contract year to the next. If the Superintendent resigns or retires prior to June 30, she will receive a pro-rate share of vacation based upon the numbers of months worked since the previous July 1st. The vacation provided for in this contract during the 2017-2018 school year shall be in continuation of, rather than in addition to, the vacation provided for in the Superintendent's previous contract of employment.

13. Bereavement Leave

The Superintendent will be allowed a leave of absence without loss of pay or benefits of up to five (5) consecutive calendar days (including weekend days and holidays) for bereavement upon the death of the Superintendent's grandparent, parent, sibling, spouse, domestic partner, child or grandchild. Absence of up to three (3) calendar days without loss of pay or benefits will be allowed to permit the Superintendent to attend the funeral of her mother-in-law, father-in-law, brother-in-law, sister-in-law, uncle, aunt, niece, or nephew.

14. Holidays

The Superintendent shall be entitled to all holidays recognized by the Committee made available to any other District employee.

15. Religious Observance

The Superintendent shall be entitled to paid leave for the bona fide observance of major religious holidays, which occur on a regular work day.

16. Tuition Reimbursement

Subject to the approval of the Chair of the Committee of the course(s) taken, which approval shall not be unreasonably withheld, the Superintendent will be entitled to receive a maximum of three thousand dollars (\$3,000.00) per contract year for tuition reimbursement for coursework towards her doctoral degree in in which she receives a grade of 3.0 (on a 4-point scale) or higher.

17. Tax Sheltered Annuity

An annual payment of two thousand dollars (\$2,000) will be deposited for the Superintendent to the Tax Sheltered Annuity (TSA) of her choice after ninety (90) days of employment.

18. State Retirement Association

The Superintendent shall be a member of the Teacher's Retirement System as required by M.G.L. Chapter 32, Section 2.

19. Warranty of Credentials

The Superintendent warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

20. Termination by the Superintendent Prior to Expiration

The Superintendent shall be entitled to terminate this contract, prior to its expiration date, upon one hundred fifty (150) days' written notice to the Committee. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent may request, and the Committee may consider termination on a shorter period of notice.

Should the Superintendent choose to terminate this contract and leave the employment of the Swampscott Public Schools to work as Superintendent in another Massachusetts school district prior to the expiration of this contract, she shall compensate the Committee an amount equal to 10% of her annual salary.

21. Indemnification

- A. 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, or for assistance in any other proceeding, including but not limited to, grievance administration, Arbitration or hearings before the Labor Relations Commission, Civil Defense Commission or other body for any day or part thereof during which such assistance is rendered at his/her then effective per diem rate of pay or \$500.00, whichever is greater .
- B. The Superintendent may retain, at the expense of the Committee and upon prior notice to and mutual agreement with the Committee, independent legal counsel to provide representation to the Superintendent during the course of any procedure before State or Federal Agencies or Courts, labor arbitration or courts. In such cases the Counsel for the Committee shall retain primary responsibility for preparation and presentation of the case. The Superintendent shall fully and completely cooperate with the Committee Counsel in the defense of such action.
- C. The indemnification provisions of this Section 20 shall survive expiration of this employment agreement or the cessation of the employment relationship by any means or cause.
- D. Notwithstanding the foregoing, the provisions of this Section 20 shall not apply to any disciplinary action or proceeding being brought by the School Committee against the Superintendent or to any appeal or court action related thereto.

22. Entire Agreement

This contract embodies the whole 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 may not be changed except by agreement of all parties in writing.

IN WITNESS THEREOF, the undersigned have executed this contract on this 13th day of September, 2017.



for the SWAMPSCOTT SCHOOL COMMITTEE

