

## CONTRACT OF EMPLOYMENT

This contract is made by and between the Ludlow School Committee, hereinafter referred to as the "Committee" and **NAME**, hereinafter referred to as the "Interim Superintendent."

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

1. **Employment:** The Committee hereby agrees to employ **NAME** as Interim Superintendent of the Ludlow Public Schools and the Interim Superintendent accepts employment on the following terms and conditions:
2. **Term:** The term of this contract is one year: July 1, 2021- June 30, 2022. **NAME** shall have the right to return to her current position as the principal of Ludlow High School at the conclusion or termination of this agreement.
3. **Compensation:** The effective date of this contract shall be July 1, 2021, and the Interim Superintendent shall be paid an annual Salary of \$160,000.00, payable bi-weekly.
4. **Duties:** The Interim Superintendent shall perform faithfully to the best of her ability, the duties of the Interim Superintendent of Schools under the applicable rules, regulations and laws of the Commonwealth of Massachusetts, and shall serve as Executive Officer of the Committee. The Interim Superintendent hereby agrees to be governed by the policies of the Committee, except that any conflict between those policies and this contract shall be resolved in favor of this contract. The Interim Superintendent shall serve and perform such duties at such times and places and in such manner as the Committee may from time to time direct.
5. **Salary Deduction:** This contract shall be deemed to have been entered into subject to all provisions of the laws of the Commonwealth of Massachusetts and shall conform to regulations governing deductions from the above stated compensation with reference to withholding tax, retirement and annuity provisions and other deductions authorized by the Interim Superintendent or required by law.
6. **Superintendent's License:** The Interim Superintendent shall furnish and maintain throughout the term of her contract a valid and appropriate license qualifying her to act as a Superintendent in the Commonwealth, as required by M.G.L., Chapter 71, §380.
7. **State Retirement Association:** The Interim Superintendent shall be a member of the Massachusetts' Teachers Retirement System as required by M.G.L., Chapter 32, §2.
8. **Administration and Supervision of Schools:** The Interim Superintendent shall have the responsibility subject to law and legally binding contracts to organize, reorganize and arrange the administrative and supervisory staff. Further, the responsibility of the Interim Superintendent shall include the selection, placement and transfer of personnel "consistent with state law". The Interim Superintendent shall have the administrative responsibility for the recommendation and preliminary selection for all Student Activities positions including athletics "consistent with state law".

9. Reimbursement for Expense: The Committee shall reimburse the Interim Superintendent for all expenses reasonably incurred in the performance of her duties under this contract, as budgeted and approved by the Committee. Such expenses shall include, but shall not be limited to, costs of transportation, professional and community organizations' dues and fees, dues resulting from membership in the Massachusetts Association of School Superintendents, Massachusetts Bar Association, attendance at civic and professional functions, and attendance at professional conferences and meetings on a local level. The Committee will also pay for reasonable expenses associated with attendance at professional development courses, and state and national conferences, provided such expenditures have the prior approval of the Committee and are subject always to available funding. Vouchers for all expenses shall be compiled and kept by the Superintendent's Administrative Secretary or other designated personnel. Notwithstanding the above, the Committee shall reimburse the Interim Superintendent for up to \$1,500.00 per contract year in out of district transportation costs, for up to \$3,000.00 per year for participation in the M.A.S.S. Summer Institute and/or other professional development programs, and \$150.00 each month for costs of business conducted on the Interim Superintendent's personal cell phone. All funds that are not utilized at the end of each contract year will be returned to the School District.

10. Vacations, Sick and Temporary Leave: As per the current contract as the principal of Ludlow High School,

Additional leave may be granted upon request to the Committee of the Superintendent and approved by the Committee.

The Superintendent's Administrative Secretary or another designee of the Committee shall keep records of the Interim Superintendent's usage of the above leaves.

11. The Interim Superintendent will be entitled to a longevity benefit of \$1500/year.

12. Performance and Relationship with the Committee: The Interim Superintendent shall fulfill all of the terms of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing. The Committee is responsible for the interpretation of the community's needs and the translation and establishment of those needs into educational policy. The Interim Superintendent is fully responsible for implementing the policies so established.

The Interim Superintendent must inform the Chairperson of the Committee or his/her designee of an absence of more than five (5) days, the Committee may appoint an Acting Superintendent subject to the Superintendent's recommendation, if available.

13. Evaluation: Each member of the Committee shall annually evaluate the performance of the Interim Superintendent in writing in accordance with the terms of a written evaluation instrument mutually agreed upon by the parties and in keeping with the rules and regulations of the Commonwealth of Massachusetts and the Department of Elementary and Secondary Education. In the absence of an agreed upon instrument, the instrument existing as of July 1, 2012, and used to evaluate the previous Superintendent, shall be utilized until a successor instrument becomes available. A summary or composite of the individual evaluations compiled by Committee members shall be prepared by the Committee Chairperson or designee, signed by the Interim Superintendent, and placed in her personnel file. The Interim Superintendent's signature shall not necessarily indicate agreement with the content thereof but rather his acknowledgment of receipt of the document

The Interim Superintendent may file a written response and attach the same to the evaluation in her file,

Notwithstanding any provision herein to the contrary, the Committee and/or the Interim Superintendent may discuss and/or review her performance at any time during the time of this contract and/or meet to discuss their working relationship,

14. Insurance: The Interim Superintendent shall be entitled to all insurance (health and life) benefits as provided for in the Unit B Administrators' contract from time to time,

15. Arbitration: Throughout the term hereof, the Committee may terminate this contract and the Interim Superintendent may be subject to discharge, for good cause, Any controversy or claim arising out of or relating to this contract, including the discharge of the Interim Superintendent and/or any compensation owing hereunder, shall be settled and determined solely and exclusively by arbitration in accordance with the Voluntary Rules of the American Arbitration Association; the decision by an Arbitrator selected pursuant to such rules shall be final and binding subject to the provisions of M.G.L, Chapter 258 Any claim for arbitration hereunder shall be null and void unless made within thirty (30) days of the act or incident alleged as a basis for the claim or controversy, Such time limits may be extended by the mutual written agreement of the parties, Notwithstanding anything in this contract to the contrary the parties hereby expressly agree that an arbitrator shall not have the power to reinstate the Interim Superintendent

16. Indemnification: The Ludlow School District may defend, save harmless and indemnify the Interim Superintendent as provided in M.G.L. Chapter 258, for any act or omission occurring in the performance of her duties as Interim Superintendent provided that the Interim Superintendent acted within the scope of her official duties, as described in this contract and in the job description of the Superintendent, and also acted in good faith,

The Ludlow School District may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Interim Superintendent. The Ludlow School District shall reimburse the Interim Superintendent for any reasonable and necessary attorney's fees and costs incurred by the Interim Superintendent in her professional capacity. This section shall survive any termination of the contract.

17. Entire Agreement: This contract embodies the entire agreement between the Committee and the Interim Superintendent and there are no inducements, promises, terms, conditions, or obligations, whether oral or in writing, made or entered into by either party other than those contained herein. The contract may not be changed except in writing signed by the party against whom enforcement thereof is sought.

18. Invalidity: If any paragraph or part of this contract is invalid, it shall not affect the remainder of said contract, which shall remain binding and effective against all parties.

19. This contract shall in all respects be interpreted, enforced, and governed by and under the laws of the Commonwealth of Massachusetts and shall not be interpreted for or against any party hereto on the ground that such party drafted it.

20. In the event the Committee shall fail to insist on the strict performance of any of the covenants herein contained and to be performed by the Interim Superintendent, such failure shall not be construed as a waiver or relinquishment of the Committee's right to enforce, at any time thereafter, any such provision and/or condition and such right shall continue in full force and

effect.

21. This contract shall be binding upon and inure to the benefit of the respective legal representatives, heirs, successors, assigns, officers, employees, and agents of the parties hereto to the full extent permitted by law.

22. This contract shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed and sealed the Agreement and a duplicate thereof this 3<sup>rd</sup> day of JUNE in the year 2021.

Ludlow School Committee

Interim Superintendent

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice-Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Interim Superintendent