

INTERIM DIRECTOR OF HUMAN RESOURCES

This AGREEMENT made and entered into this ___th day of July, 2018, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE", and SUSAN MULLIGAN hereinafter referred to as the "INTERIM DIRECTOR OF HUMAN RESOURCES."

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

1. EMPLOYMENT:

The COMMITTEE hereby employs SUSAN MULLIGAN as the INTERIM DIRECTOR OF HUMAN RESOURCES of the public schools of Lowell and SUSAN MULLIGAN hereby accepts employment on the following terms and conditions:

2. TERM:

SUSAN MULLIGAN shall be employed for a 11-month period commencing on August 6, 2018 and ending on June 30, 2019. This employment as INTERIM DIRECTOR OF HUMAN RESOURCES may also end prior to June 30, 2019 if SUSAN MULLIGAN is terminated for cause as stated herein.

3. COMPENSATION:

INTERIM DIRECTOR OF HUMAN RESOURCES shall be paid an annual salary of One Hundred Twenty-Five Thousand Seven Hundred and Ninety-Two Dollars (\$125,792.00) for the 2018-2019 fiscal year, payable in equal installments in accordance with the policy of the Committee governing payments of salary of other professional staff members in the school department. This salary will be prorated as per the actual starting date of the contract period. She will also receive a 2% raise on January 7, 2019.

4. SEVERANCE CLAUSE:

At the time of the INTERIM DIRECTOR OF HUMAN RESOURCES' retirement, death, termination, the INTERIM DIRECTOR OF HUMAN RESOURCES or her estate will receive 100% of all accrued vacation.

5. TERMINATION:

In the event that said INTERIM DIRECTOR OF HUMAN RESOURCES desires to terminate this contract before June 30, 2019, she may do so if she gives at least ninety (90) days written notice of her intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation. Otherwise, termination of the INTERIM DIRECTOR OF HUMAN RESOURCES shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.

6. DUTIES:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall perform faithfully to the best of her ability, the duties of Director of Human Resources, as outlined in the attached exhibit marked "A".

7. CERTIFICATE:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall furnish and maintain throughout the term of this contract any valid and appropriate certificates required for her to act as Director of Human Resources of the Lowell School Department in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.

8. OTHER ACTIVITIES:

The INTERIM DIRECTOR OF HUMAN RESOURCES may accept speaking, writing, lecturing, or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties as INTERIM DIRECTOR OF HUMAN RESOURCES and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES:

The COMMITTEE shall reimburse the INTERIM DIRECTOR OF HUMAN RESOURCES for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings. All expenses associated with toll and mileage reimbursements shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts. Said reimbursement shall not be construed as placing INTERIM DIRECTOR OF HUMAN RESOURCES in the performance of her duties (i.e. acting within the scope of her employment, while traveling to and from work). During such travel time, her employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The COMMITTEE and the INTERIM DIRECTOR OF HUMAN RESOURCES may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall earn twenty (20) vacation days per fiscal year. These vacation days will be earned at a rate of “two (2) days per month for the first 8 months and then 1 vacation day a month for the remaining four months” for a total of twenty (20) vacation days during the fiscal year. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work.

13. SICK LEAVE:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of this contract and any extensions hereunder. The INTERIM DIRECTOR OF HUMAN RESOURCES' unused sick leave shall be cumulative. INTERIM DIRECTOR OF HUMAN RESOURCES shall be eligible for extended sick leave benefits as are presently available to administrators and as such benefits may be amended from time to time. The INTERIM DIRECTOR OF HUMAN RESOURCES will retain her “sick leave buyback” rights earned through her years of services in the district, i.e. she or her estate will receive payment of 1/3 of her accumulated sick leave at the time of her resignation, retirement or death.

14. INDEMNIFICATION:

The Committee hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

15. PERSONAL DAYS:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall be granted two (2) personal days per contract year. No accumulation of personal days exists under this agreement.

16. PERFORMANCE:

(a) The INTERIM DIRECTOR OF HUMAN RESOURCES shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and the INTERIM DIRECTOR OF HUMAN RESOURCES in writing.

(b) Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, Massachusetts Association of School superintendents, and will be reported by the COMMITTEE to the appropriate state and national associations of the school administrator and state educational authorities.

17. EVALUATION:

The INTERIM DIRECTOR OF HUMAN RESOURCES shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool.

18. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the COMMITTEE and the INTERIM DIRECTOR OF HUMAN RESOURCES and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought.

19. INVALIDITY:

If any paragraph or part of this AGREEMENT is invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

20. The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell, have been paid in full.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this

AGREEMENT and a duplicate and triplicate thereof, this ___th day of July in the year 2018.

APPROVED:

JEANNINE M. DURKIN
Acting Superintendent

SUSAN MULLIGAN

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

School Committee

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

Signature of Individual (Mandatory)

Social Security #

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c62C s.49A.