

1
:
:
1

CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT is made and entered into this 1st day of February, by and between the **Roxbury Board of Education**, with offices located at 42 N. Hillside Avenue, Succasunna, New Jersey 07876 (hereinafter the "Board")

and

Loretta Radulic, whose position is to be the Superintendent of Schools (hereinafter the "Superintendent").

WITNESSETH

THIS CONTRACT OF EMPLOYMENT replaces and supersedes all prior Contracts of Employment between the parties thereto. Signature of this Contract of Employment constitutes assent to a rescission of any and all prior Contracts of Employment as well as agreement to the terms herein.

WHEREAS, the Board and the Superintendent believe that a written Contract of Employment is necessary to specifically describe their relationship and to serve as the basis of effective communication between them; and

WHEREAS, the Board offered Loretta Radulic the position of Superintendent, and she has accepted the Board's offer; and

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17; and

WHEREAS, the Board approved the terms of this Contract of Employment by a vote of its members at a scheduled meeting on 1/25/2016, and has authorized the President of the Board to execute this Contract of Employment.

NOW, THEREFORE, the Board and the Superintendent, for the consideration herein specified, agree as follows:

1. **TERM**

The Board hereby agrees to employ Loretta Radulic as the Superintendent of the Roxbury Board of Education for the period beginning on February 1, 2016 and expiring at midnight on June 30, 2019.

2. **CERTIFICATION AND RESPONSIBILITIES**

A. Certification:

The Superintendent shall maintain a current and valid certificate issued by the New Jersey Department of Education for the position of Superintendent of Schools. In the event the Superintendent's certificate issued by the Department of Education is revoked, this Contract of Employment is null and void as of the date of the certificate revocation.

The Superintendent further agrees to comply with all other legal requirements respecting the employment of a Superintendent of Schools.

B. Duties:

The Superintendent shall have general supervision over the schools and all attendant powers and duties as set forth by law. The Superintendent shall:

a. faithfully perform the duties of the Superintendent for the Board and serve as the chief school administrator and executive officer in accordance with the laws of the State of New Jersey, rules and regulations adopted by the State Board of Education, and policies which are adopted from time to time by the Board. The specific job description adopted by the Board, applicable to the position of Superintendent, is incorporated into this Contract of Employment and shall be followed by the Superintendent;

b. devote her full time, skills, labor and attention to this employment during the terms of this Contract of Employment, provided that the Superintendent may, with prior notice to and prior approval of the Board, undertake short term consultative work, speaking engagements, writing, teaching, lecturing, or other professional duties and obligations which do not interfere with her full-time responsibilities as Superintendent;

c. carry out the administration of instruction and business affairs of the district, with the assistance of staff, in accordance with the legal obligations required by law and the responsibilities as outlined above, including the job description;

d. recommend the selection, placement, appointment, reappointment, non-renewal, and transfer of personnel, subject to the approval of the Board in accordance with the responsibilities as outlined above, and subject to applicable Board policies and directives;

e. study and make recommendations with respect to all criticism and complaints, which the Board, either individually or collectively, may refer to her in accordance with the responsibilities outlined above;

f. attend appropriate professional meetings and conferences as a representative of the Board. The expenses incurred in connection with such meetings shall be subject to the provisions herein regarding reimbursement for professional expenses incurred by the Superintendent;

g. structure her working day and organization to insure that all duties are performed and obligations met;

h. assume responsibility for the administration of the affairs of the School District, including but not limited to programs, personnel and fiscal operations, instructional programs, and all duties and responsibilities therein will be performed and discharged by the Superintendent or by staff at the Superintendent's direction;

i. have a seat on the Board and the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the School District;

j. suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the School District;

k. perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations;

l. report to the Board of Education and adhere to directions from the Board of Education consistent with the performance and legal obligations herein;

m. consult with the Board Attorney as the Superintendent deems appropriate.

All duties assigned to the Superintendent should be appropriate to and consistent with the professional role and responsibilities of the Superintendent, and shall be set by Board policy and in the Job Description for the Superintendent which may be modified from time to time, consistent with the intent set forth above.

3. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

The Board encourages the continuing professional growth of the Superintendent through her participation as she might decide, in light of her responsibilities as the Superintendent, in the following ways:

- A. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations, including but not limited to, conferences, conventions, and workshops;
- B. Seminars and courses offered by public or private educational institutions;
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform her professional responsibilities for the Board;

D. Visits to other institutions; and

E. Other activities promoting the professional growth of the Superintendent.

For the 2015-2016 school year, expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, and to a maximum reimbursement of up to One Thousand Fifty (\$1,050.00). In addition to reimbursement for attendance at conventions, workshops, seminars, and institutes, as outlined above, the Board shall also pay for all State mandated superintendent mentoring and for the Superintendent's attendance at the New Superintendent's Academy. Payments or reimbursements shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

For the 2016-2017, 2017-2018, and 2018-2019 school years, expenses for meals, lodging, registration, and transportation for national and state conventions of recognized educational associations, workshops, seminars, and institutes to enhance the Superintendent's knowledge and expertise in the field of education and administration shall be paid for/reimbursed by the Board in accordance with law, and to a maximum reimbursement of up to Two Thousand Five Hundred (\$2,500.00) per Contract of Employment Year. In addition to reimbursement for attendance at conventions, workshops, seminars, and institutes, as outlined above, the Board shall also pay for all State mandated superintendent mentoring and for the Superintendent's attendance at the New Superintendent's Academy. Payments or reimbursements shall be made in accordance with OMB travel circular provisions, the general requirements of N.J.S.A. 18A:11-12, Board policy, and upon prior approval of the Board. The Superintendent shall follow Board policy and applicable law in supplying the necessary documentation for reimbursement.

In addition to reimbursement provided for professional development, mentoring, and attendance at the New Superintendent's Academy, as outlined above, the Board also agrees to reimburse the Superintendent for tuition costs, as further outlined herein. Courses shall be taken at an accredited institution and the Board shall reimburse the Superintendent for tuition costs only provided such coursework culminates in the acquisition of a doctoral degree conferred by a duly accredited institution of higher education as defined in N.J.A.C. 6A:9-2.1. Courses must be directly related to the duties and responsibilities of the position of Superintendent of Schools, and the Superintendent must earn a grade of "A" or "B" in the course; a grade of "Pass" shall be accepted for those courses for which no other grades are offered and the Superintendent has provided the Board with evidence that the course is "pass/fail" only. Tuition reimbursement shall not be granted without the prior written approval of the Board as to the institution and the reimbursement of the specific courses.

For the 2015-2016 school year, the Board shall provide the Superintendent with tuition reimbursement, as outlined above, in an amount not to exceed Four Thousand One Hundred

Sixty Seven (\$4,167.00) Dollars. For the 2016-2017, 2017-2018, and 2018-2019 school years, the Board shall provide the Superintendent with tuition reimbursement, as outlined above, in an amount not to exceed Ten Thousand (\$10,000.00) per school year. Any tuition reimbursement eligible monies remaining at the end of a school year shall not be cumulative and shall be forfeited.

The Superintendent shall remain in the employ of the Board for one additional school year for each year of tuition reimbursement paid by the Board. If the Superintendent unilaterally terminates this Contract of Employment prior to working for the Board for one additional school year, as measured from her last receipt of tuition reimbursement, the Superintendent shall repay the Board the total amount of tuition reimbursement received in her last full school year of employment. The Board reserves the right to withhold any tuition repayment monies that are due and owing from the Superintendent's remaining pay checks and/or any monies due and owing at the time of the Superintendent's separation from service.

4. **COMPENSATION**

A. Salary:

For the 2015-2016 school year, the Board shall pay the Superintendent an annual base salary of One Hundred Sixty-Seven Thousand Five Hundred (\$167,500.00) Dollars, prorated. For the 2016-2017, 2017-2018, and 2018-2019 school years, the Board shall pay the Superintendent an annual base salary of One Hundred Sixty-Seven Thousand Five Hundred (\$167,500.00) Dollars, for each year of the Contract of Employment. The annual base salary shall be paid to the Superintendent in accordance with the payroll schedule for other certified employees. The Superintendent's base salary is based upon the salary cap set forth in current State regulations. The parties agree that if the salary caps are no longer deemed applicable or if the applicable salary caps increase under the law, the Board, in its discretion, may increase the Superintendent's base salary in accordance with applicable law. The parties further agree that if the salary caps are no longer deemed applicable or if same increase under the law, upon the Superintendent's receipt of a positive annual evaluation, the Board may increase her annual base salary in an amount not to exceed Two Percent (2%) of her last annual base salary to be effective July 1st of the next succeeding school year, and for each remaining school year of this Contract of Employment. Any increase in salary shall receive the prior written approval of the Executive County Superintendent, and shall follow the P.L.2007, c.53 public notice and hearing requirements on the amended Contract of Employment.

B. Other Provisions:

During the term of this Contract of Employment, including any extension thereof, the Superintendent shall not be reduced in compensation, including salary and benefits. Any adjustment in salary made during the life of this Contract of Employment shall be in the form of an amendment, shall not be deemed that the Board and the Superintendent have entered into a new Contract of Employment, and shall require the prior approval of the Executive County Superintendent.

C. Merit Bonus:

The parties acknowledge that prior to Ms. Radulic's appointment as the Superintendent of Schools, she was employed by the Board as the Assistant Superintendent for Curriculum & Instruction. Ms. Radulic's Assistant Superintendent for Curriculum & Instruction Contract of Employment for the 2015-2016 school year provided her with the opportunity to achieve a merit bonus based upon her achievement of one quantitative merit criteria and one qualitative merit criteria. The merit bonus was valued at up to 3.33% of her annual base salary as the Assistant Superintendent for Curriculum & Instruction (\$140,000.00 per annum) for the quantitative goal and up to 2.5% of her annual base salary as the Assistant Superintendent for Curriculum & Instruction for the qualitative goal. The Executive County Superintendent previously approved merit criteria for one qualitative and one qualitative merit goal for the 2015-2016 school year. The parties agree that Ms. Radulic shall continue to work towards achieving the previously approved Assistant Superintendent for Curriculum & Instruction merit goals during the 2015-2016 school year.

Upon the Superintendent's achievement of the merit criteria in the 2015-2016 school year, but prior to payment of the merit bonus, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative and/or qualitative merit criteria have been satisfied. The Board shall await confirmation of the satisfaction of the criteria from the Executive County Superintendent prior to payment of any merit bonus.

For the 2016-2017, 2017-2018, and 2018-2019 school years, the Board may grant the Superintendent a merit bonus, in addition to the Superintendent's annual base salary, as further described herein. The merit bonus will be based upon the Superintendent's achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and the Superintendent may select up to three (3) quantitative merit criteria and up to two (2) qualitative merit criteria per Contract of Employment year. The Executive County Superintendent shall approve or disapprove of the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent may receive a merit bonus of up to 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus of up to 2.5% of her annual base salary for each qualitative merit criterion achieved. If the Superintendent has satisfied the quantitative and/or qualitative merit criteria, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation of the satisfaction of that criteria from the Executive County Superintendent prior to payment of the merit bonus.

For the 2016-2017, 2017-2018, and 2018-2019 school years, written criteria for determining each merit bonus shall be established by September 1st of each school year, or upon a later date as established by the Executive County Superintendent. Both parties will discuss and mutually agree upon a written draft of the criteria. Prior to adoption by the Board, the criteria shall be submitted to the Executive County Superintendent for prior approval on or before September 1st of that school year, or upon a later date as approved by the Executive County Superintendent. Once the quantitative and/or qualitative merit criteria are approved by the Executive County Superintendent, same shall become part of

this Contract of Employment and incorporated by reference herein.

Upon the Superintendent's achievement of the merit criteria in each of the school years (2016-2017, 2017-2018, and 2018-2019), but prior to payment of the merit bonus, the Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative and/or qualitative merit criteria have been satisfied. The Board shall await confirmation of the satisfaction of the criteria from the Executive County Superintendent prior to payment of any merit bonus.

5. **BENEFITS**

A. **Vacation Days:**

For the 2015-2016 school year, the Superintendent shall be granted 8.35 vacation days, all of which shall be available to the Superintendent at the start of this Contract of Employment. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days. If the Superintendent does not complete the 2015-2016 school year, the number of vacation days shall be prorated at 1.67 vacation days per month for the completed months of service. If the Superintendent utilizes days in excess of this rate, compensation for those days shall be deducted from the Superintendent's last check.

If business demands prohibit the Superintendent from using all of her allotted vacation days in a given year, she may carry over up to seven (7) unused vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the previous year that are not used shall be forfeited.

The parties acknowledge that Ms. Radulic was employed in the position of Assistant Superintendent for Curriculum & Instruction through January 31, 2016. All vacation days previously earned by Ms. Radulic from July 1, 2015 through January 31, 2016 in her position as Assistant Superintendent for Curriculum & Instruction shall be maintained for the remainder of the 2015-2016 school year. In no case shall more than seven (7) unused vacation days be carried over into the 2016-2017 school year.

For the 2016-2017, 2017-2018, and 2018-2019 school years, the Superintendent shall be granted twenty (20) vacation days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st of each Contract of Employment year. The Board, through its Business Office, shall be responsible for maintaining written documentation of the Superintendent's earned, used and accrued vacation days. If the Superintendent does not complete a Contract of Employment year, the number of vacation days shall be prorated at 1.67 vacation days per month for the completed months of service. If the Superintendent utilizes days in excess of this rate, compensation for those days shall be deducted from the Superintendent's last check.

If business demands prohibit the Superintendent from using all of her allotted vacation days in a given year, she may carry over up to seven (7) unused vacation days to be used during the next school year pursuant to law. Any vacation days carried over from the

previous year that are not used shall be forfeited.

B. Holidays:

The Superintendent shall be entitled to time off with pay for the following holidays, which shall not be charged against vacation time, provided they do not interfere with the School Calendar:

Independence Day	Scheduled Jewish Holidays
Labor Day	Day Before New Year's Day
Columbus Day*	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving Day	President's Day*
Day Before Christmas Day	Good Friday
Christmas Day	Memorial Day

*If included in the General School Calendar

C. Personal Days:

For the 2015-2016 school year, the Superintendent shall be granted three (3) personal days, with pay, to be used at the Superintendent's discretion and for personal matters which require absence during school hours. The parties acknowledge that Ms. Radulic was employed in the position of Assistant Superintendent for Curriculum & Instruction through January 31, 2016. All personal days previously earned by Ms. Radulic from July 1, 2015 through January 31, 2016 in her position as Assistant Superintendent for Curriculum & Instruction shall be maintained for the remainder of the 2015-2016 school year. At the end of the 2015-2016 school year, any unused personal days, to a maximum of three (3), may be converted to sick days and shall accumulate as provided by law. In no case shall the total number of sick days exceed fifteen (15) sick days for the Contract of Employment year. Any unused personal days that are not converted to sick days at the end of the school year shall not be cumulative.

For the 2016-2017, 2017-2018, and 2018-2019 school years, the Superintendent shall be granted five (5) personal days annually, calculated and prorated on an annualized basis. All personal days shall be provided with pay, shall be used at the Superintendent's discretion and for personal matters which require absence during school hours. At the end of each Contract of Employment year, up to three (3) days of unused personal leave shall be converted to sick days and shall accumulate as provided by law. In no case shall the total number of sick days exceed fifteen (15) sick days for any Contract of Employment year. Any unused personal days that area not converted to sick days at the end of the school year shall not be cumulative.

D. Bereavement Leave:

The Superintendent shall be provided with the following leaves of absences: three (3) bereavement days, with pay, upon the death of a spouse, parent, child, grandchild,

grandparent, brother, sister, parent-in-law or member of the immediate household and one (1) day for other family situations or bereavement. Unused bereavement Leave at the end of each Contract of Employment year shall not be cumulative.

E. Health Benefits:

The Board shall provide the Superintendent with the following health benefits:

1. Medical Insurance: The Board shall provide the POS Managed Care Medical Insurance Plan and Prescription Plan to the Superintendent and eligible dependents. The POS Managed Care Medical Insurance Plan and Prescription Plan shall be the same as that provided to other certificated staff.
2. Dental Insurance: The Board shall provide a dental plan to the Superintendent and her eligible dependents.
3. Waiver of Insurance: If the Superintendent elects to opt out of the medical insurance coverage, the Board shall pay the Superintendent the applicable waiver amount as outlined below:

Single:	\$2,000
Parent/Child	\$2,300
Employee/Spouse	\$2,700
Family	\$3,000

The Superintendent shall be responsible for contributing an amount established by P.L. 2011, Chapter 78 toward payment of health benefit premiums. The contribution shall be made through payroll deduction.

F. Sick Leave:

For the 2015-2016 school year, the Superintendent shall be granted five (5) sick days, all of which shall be available to the Superintendent at the start of this Contract of Employment. The unused portion of such sick leave, at the end of any Contract of Employment year, shall be cumulative. Unused sick leave may be accumulated from year to year.

The parties acknowledge that Ms. Radulic was employed in the position of Assistant Superintendent for Curriculum & Instruction through January 31, 2016. All sick days previously earned by Ms. Radulic from July 1, 2015 through January 31, 2016 in her position as Assistant Superintendent for Curriculum & Instruction shall be maintained for the remainder of the 2015-2016 school year, and shall be cumulative. The parties further acknowledge that all accumulated unused sick days previously earned by Ms. Radulic through her employment in the District shall be cumulative in accordance with law and this Contract of Employment.

For the 2016-2017, 2017-2018, and 2018-2019 school years, the Superintendent shall be granted twelve (12) sick days annually, calculated and prorated on an annualized basis, all of which shall be available to the Superintendent on July 1st of each Contract of Employment year. The unused portion of such sick leave, at the end of any Contract of Employment year, shall be cumulative. Unused sick leave may be accumulated from year to year.

G. Membership Fees:

The Board shall pay one hundred percent (100%) of the Superintendent's membership fees and/or charges to the New Jersey Association of School Administrators; Morris County Association of School Administrators, ASCD, and the American Association of School Administrators. Upon the prior approval of the Board, the Board shall pay up to Five Hundred Dollars (\$500.00) to other professional/civic groups and organizations which the Superintendent and the Board deem necessary to maintain and/or improve her professional skills.

H. Expense Reimbursement:

The Board shall reimburse the Superintendent for expenses incurred for sustenance and travel for which she uses her personal vehicle, in the performance of the Superintendent's duties under this Contract of Employment in accordance with law. Mileage shall be paid from mileage vouchers according to "New Jersey Office of Management and Budget" rates per mile (currently \$0.31 per mile). For the 2015-2016 school year, the Superintendent shall be reimbursed for expenses up to a maximum amount of Eight Hundred Seventy Five (\$875.00) Dollars, and pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder. For the 2016-2017, 2017-2018, and 2018-2019 school years, the Superintendent shall be reimbursed for expenses up to a maximum amount of Two Thousand One Hundred (\$2,100.00) Dollars per school year, and pursuant to Board policy, upon prior approval of the Board, and pursuant to N.J.S.A.18A:11-12 and regulations promulgated thereunder.

I. Cellular Telephone:

The Board shall provide the Superintendent with a cellular telephone for business-related telephone calls, as well as de minimus personal use, and pay the monthly expenses associated with same. This equipment shall remain the property of the Board and shall be returned to the Board upon the Superintendent's separation from employment with the Board.

6. RETIREMENT OR SEPARATION FROM SERVICE

A. Accumulated Unused Sick Days:

Upon the Superintendent's retirement, the Board will pay all unused, accumulated sick days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the rate of 1/260th of the Superintendent's annual base salary at the time of

retirement. Pursuant to N.J.S.A. 18A:30-3.5, payment shall not exceed \$15,000.00.

B. Accumulated Unused Vacation Days:

Upon the Superintendent's separation from employment with the District or retirement from employment with the District, the Board shall reimburse the Superintendent for up to twenty seven (27) accumulated unused vacation days earned while an employee of the Board, in accordance with law. Payment shall be calculated at the Superintendent's daily rate of pay, based upon a 260-day work year, following her last day of employment. Payment by the Board to the Superintendent for her unused vacation days shall be made within 30 days of her separation from employment.

C. Payment to Estate:

If the Superintendent dies before her Contract of Employment year is completed, payment for any accumulated unused vacation days due to the Superintendent shall be made to her estate in accordance with law.

7. EVALUATION

The Board shall evaluate the performance of the Superintendent in accordance with law. The Board and the Superintendent shall meet to review the Superintendent's performance and establish performance goals for the following school year. Each evaluation shall be in writing, a copy shall be provided to the Superintendent, and the Board and the Superintendent shall meet to discuss the findings. The evaluation shall include areas of commendation and recommendation and shall provide direction as to any aspects of performance that are in need of improvement. The evaluations shall be based upon the goals and objectives of the District and the Board of Education, the responsibilities of the Superintendent as set forth in her job description, and provide for such other criteria as the State Board of Education shall by regulation prescribe. It shall be the Board's responsibility to ensure completion of the annual evaluation of the Superintendent. The Superintendent shall receive a copy of any backup forms utilized in the evaluation process. The evaluation format shall be developed and approved jointly by the Board and the Superintendent within ninety (90) days of the execution of this Contract of Employment. On or before June 30 of the 2016-2017; 2017-2018; and 2018-2019 school years, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

8. RENEWAL/EXTENSION OF CONTRACT OF EMPLOYMENT

Any renewal/extension of this Contract of Employment shall be by mutual agreement of the parties and must be set forth in a written agreement signed by the parties and upon the prior approval of the Executive County Superintendent.

9. **TERMINATION OF CONTRACT OF EMPLOYMENT**

This Contract of Employment may be terminated by:

- A. Mutual agreement of the parties;
- B. Unilateral termination by the Superintendent upon ninety (90) days written notice to the Board;
- C. Notification in writing by the Board to the Superintendent at least one hundred twenty (120) days prior to the expiration of this Contract of Employment, of the Board's intent not to renew this Contract of Employment;
- D. In the event that the Superintendent's certificate is revoked, this Contract of Employment shall become null and void as of the date of revocation; or
- E. Actions consistent with law.

10. **COMPLETE AGREEMENT**

This Contract of Employment embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties and the prior approval of the Executive County Superintendent.

11. **MODIFICATION**

The terms and conditions of this Contract of Employment shall not be modified except by the written consent of both Parties hereto and after review and approval by the Executive County Superintendent. Any amendments to this Contract of Employment shall not create a new Contract of Employment or Contract term but shall only constitute an amendment to the existing Contract of Employment.

12. **CONFLICTS**

In the event of any conflict between the terms, conditions, and provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract of Employment shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract of Employment.

13. **SAVINGS CLAUSE**

If during the term of this Contract of Employment, it is found that a specific clause of the Contract of Employment is contrary to federal or state law, the remainder of the Contract of Employment not affected by such a ruling shall remain in force.

The parties acknowledge that prior to her appointment as Superintendent of Schools, Loretta Radulic was the Assistant Superintendent for Curriculum & Instruction for the Roxbury Board of Education. Loretta Radulic hereby reserves her right to obtain the restoration of any Contract of Employment provisions that were modified, to the detriment of Ms. Radulic in her employment as Assistant Superintendent for Curriculum & Instruction, as a direct result of the July 2008 Accountability Regulations, and/or of related directives from the Office of the Executive County Superintendent, following any legal action that permits or requires same.

WHEREAS, the Superintendent approves the terms and conditions of this Contract of Employment, and agrees to be bound by same; and

WHEREAS, this Contract of Employment has been approved by a vote of the Members of the Board of Education at its meeting of 1/25/16, said action having been made a part of the official minutes of that meeting.

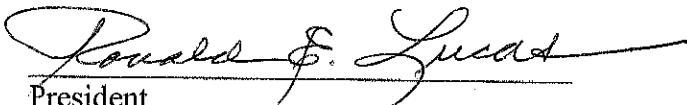
IN WITNESS WHEREOF, the parties set their hands and seals to this Contract of Employment effective on the day and year first above written.

Witness:



Loretta Radulic
Superintendent of Schools

Witness:



Ronald F. Lucas
President
Roxbury Board of Education