EMPLOYMENT CONTRACT FOR SCHOOL BUSINESS ADMINISTRATOR OF THE GREATER LOWELL TECHNICAL HIGH SCHOOL

This AGREEMENT is made this 16 day of June, between the Greater Lowell Regiona
Vocational Technical School District (hereinafter, "District") acting through its School
Committee (hereinafter, "Committee") and Michael Knight (hereinafter "Knight") of

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

- 1. <u>Employment:</u> The Committee hereby agrees to employ Knight in the position of School Business Administrator (hereinafter "School Business Administrator") for the District, and Knight hereby accepts such employment on the following terms and conditions:
- 2. <u>Term:</u> This employment contract shall commence on July 1, 2022, and shall expire on June 30, 2026, unless otherwise terminated sooner by either party pursuant to this Agreement.

3. Compensation:

A. The School Business Administrator shall be paid an annual salary as follows payable in equal installments convenient to the parties, but not less often than monthly:

- B. The Superintendent-Director shall review the School Business Administrator's performance annually in accordance with sub-paragraph C.
- C. The Superintendent-Director should complete his annual review of the School Business Administrator's performance on or before the 30th of June of each year. The Superintendent-Director shall also provide the School Business Administrator with written notification of the results of his review and shall recommend to the Committee any adjustment in salary rate based upon performance. In the absence of said adjustment, the salary set in sub-paragraph (A) above shall remain throughout the duration of the Agreement.
- 4. <u>Duties of Employee:</u> The School Business Administrator shall faithfully, diligently and competently perform the duties and responsibilities of School Business Administrator as provided by law, herein, and as outlined by the Committee in Appendix A, and as adjusted by the Superintendent from time to time in his/her discretion. The School Business Administrator shall comply with the 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 and the Superintendent may from time to time reasonably direct.

5. Termination:

- A.s Termination of the Contract by the School Business Manager: In the event that saids School Business Administrator desires to terminate this contract before the term of s service shall have expired, he must do so by giving written notice of his intention tos the Superintendent-Director at least 120 days in advance. The School Businesss Administrator agrees to pay liquidated damages in the amount of \$5,000 if hes exercises the provisions of this clause as determined by the school district.s
- B.s Termination of Contract by the Committee: The Committee may dismiss ors discipline the School Business Manager prior to the expiration of this contract fors good cause, provided that prior to any final decision on discipline or termination, thes School Business Manager shall have been informed of the reasons for any intendeds decision and been provided an opportunity to address such reasons with thes Superintendent. Good cause shall be defined as any reasons which are not arbitrary, s capricious, irrational, in bad faith or irrelevant to the sound operation of the schools system.s
- C.s In the event of termination of this contract by the Committee, regardless of cause ors reason, the Committee's maximum liability shall be limited to six (6) months of thes then current annual contract amount.s
- 6. Certificate: The School Business Administrator shall furnish suitable evidence of ans appropriate certificate qualifying him as School Business Administrator required bys M.G.L.c.71,s.38G, and further agrees to maintain said certificate in good standings throughout the term of this Agreement. If the School Business Administrator is unable tos provide such a certificate, he shall provide a waiver from the Massachusetts Departments of Education. This waiver will be in effect for a maximum of one (1) year unlesss extended by a vote of the School Committee. Failure to provide this certificates constitutes good cause and grounds for immediate termination of this Agreement.s
- 7.s <u>Periodic Examination:</u> The School Business Administrator, at the Committee'ss expense, shall submit to periodic physical examinations as required by M.G.L.c71,s.55B.s
- 8. <u>Vacation Benefits:</u> The School Business Administrator shall be entitled to twenty-fives (25)sworking days (exclusive of Federal and State Holidays) as annual vacation whichs shall be credited to the School Business Administrator as of the beginning of each fiscals year.s

Unused vacation days may be accumulated to a maximum of 25 days.

- Annually a maximum of 5 vacation days may be sold back to the district at the Business Administrator's per diem rate. In an effort to avoid employee burnout if days are sold back to the district the employee must take 5 consecutive vacation days within the 30 work days following the vacation benefit payment.
- 9. <u>Medical, Dental and Life Insurance:</u> The School Business Administrator shall bes offered and be eligible to participate in the same health insurance and life insurances policies that are provided to other employees of the District, as they may be amendeds

- from time to time. The percentage paid for these policies by the School Business Administrator shall be the same as paid by other employees of the District.
- 10. <u>Sick Leave:</u> The School Business Administrator shall be entitled to sick leave of fifteen (15) days per fiscal year which shall be credited to the School Business Administrator at the beginning of each fiscal year. Unused sick leave days, which are earned as a School Business Administrator, may be accumulated up to one hundred twenty (120) days.
- 11. <u>Personal Leave:</u> The School Business Administrator shall be entitled to three (3) days of personal leave each contract year which shall be credited at the beginning of each fiscal year.
- 12. <u>Bereavement Leave:</u> The School Business Administrator shall be entitled to three (3) days of bereavement leave for death(s) in the immediate family.
- 13. <u>Termination Benefit:</u> In the event of the termination of the School Business Administrator for any reason, he, his estate, or assigns will receive a lump sum payment of one hundred (100%) percent of monies owed for work performed and one hundred (100%) percent of accumulated unused vacation days.
 - All payments due hereunder will be paid to the School Business Administrator, his estate or assigns in the next pay period following his death, disability, termination or as otherwise directed by the School Business Administrator, his estate, or assigns.
- 14. <u>Per Diem:</u> For purposes of computation of any and all per diem benefits granted pursuant to the contract shall be based on two hundred forty-three (243) days.
- 15. Professional Association and Fees: The Committee agrees to reimburse the School Business Administrator for professional association dues including, but not limited to, MASBO. The Committee will reimburse the School Business Administrator for his reasonable attendance at local and out of town workshops and other professional improvement sessions.
- 16. <u>Miscellaneous Expenses:</u> Upon presentment of appropriate vouchers and/or receipts, the Committee shall reimburse the School Business Administrator for reasonable out-of-pocket expenses incurred by him in the normal and customary fulfillment of his duties as School Business Administrator including, when required and with prior approval by the Committee, the reasonable cost of travel, registration fees, food and lodging for attendance at seminars, professional meetings and conventions.
 - Mileage shall be paid at the then applicable District-approved rate whenever the School Business Administrator is required to use his personal vehicle for District business.
- 17. <u>Performance:</u> The School Business Administrator agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written Agreement between the School Business Administrator and the Committee.
- **18. Evaluation:** The Committee and the School Business Administrator agree to abide by the evaluation principles and procedures detailed in 603 CMR 35.00 and School District Policy 5155.

- 19. Entire Agreement: This Agreement represents the entire Agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. Any amendments to or changes in this Agreement shall be in writing and signed by both parties to be enforceable.
- **20.** <u>Invalidity:</u> If any part of this Agreement is invalid or contrary to law, it shall not affect the remainder of such Agreement and said remainder shall be binding and effective against all parties.

IN WITNESS WHEREOF, the parties hereunto sign and seal this instrument and a duplicate thereof this, the <u>flo</u> day of <u>Cipe</u>, 2022.

GREATER LOWELL REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL BY:	
Audy	In TH
Fred W. Bahou, Jr. Chair	Lee Gitschier, Vice Chair
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Matthew Sheehan, Secretary	George O'Hare
Curto Fe May	Paul C. moren
Curtis LeMay	Paul Morin
	Reary Ocalas
Kempton P. Giggey	George A. Tatseos
and	
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Michael Knight, School Business Administrator