



A.s Termination of the Contract by the School Business Manager: In the event that said School Business Administrator desires to terminate this contract before the term of service shall have expired, he must do so by giving written notice of his intention to the Superintendent-Director at least 120 days in advance. The School Business Administrator agrees to pay liquidated damages in the amount of \$5,000 if he 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 or discipline the School Business Manager prior to the expiration of this contract for good cause, provided that prior to any final decision on discipline or termination, the School Business Manager shall have been informed of the reasons for any intended decision and been provided an opportunity to address such reasons with the Superintendent. Good cause shall be defined as any reasons which are not arbitrary, 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 or reason, the Committee's maximum liability shall be limited to six (6) months of the then current annual contract amount.s

6. **Certificate:** The School Business Administrator shall furnish suitable evidence of an appropriate certificate qualifying him as School Business Administrator required by M.G.L.c.71,s.38G, and further agrees to maintain said certificate in good standing throughout the term of this Agreement. If the School Business Administrator is unable to provide such a certificate, he shall provide a waiver from the Massachusetts Department of Education. This waiver will be in effect for a maximum of one (1) year unless extended by a vote of the School Committee. Failure to provide this certificate constitutes good cause and grounds for immediate termination of this Agreement.s

7.s **Periodic Examination:** The School Business Administrator, at the Committee's expense, shall submit to periodic physical examinations as required by M.G.L.c.71,s.55B.s

8. **Vacation Benefits:** The School Business Administrator shall be entitled to twenty-five (25) working days (exclusive of Federal and State Holidays) as annual vacation which shall be credited to the School Business Administrator as of the beginning of each fiscal 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. **Medical, Dental and Life Insurance:** The School Business Administrator shall be offered and be eligible to participate in the same health insurance and life insurance policies that are provided to other employees of the District, as they may be amended

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. **Sick Leave:** 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. **Personal Leave:** 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. **Bereavement Leave:** The School Business Administrator shall be entitled to three (3) days of bereavement leave for death(s) in the immediate family.
13. **Termination Benefit:** 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. **Per Diem:** 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 Fecs:** 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. **Miscellaneous Expenses:** 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. **Performance:** 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. **Invalidity:** 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 16 day of June, 2022.

GREATER LOWELL REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL BY:

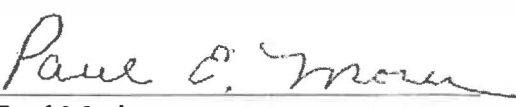
  
Fred W. Bahou, Jr. Chair

  
Lee Gitschier, Vice Chair


  
Matthew Sheehan, Secretary

George O'Hare

  
Curtis LeMay

  
Paul Morin

  
Kempton P. Giggey

  
George A. Tatseos

and

  
Michael Knight, School Business Administrator