

MILLBURY PUBLIC SCHOOLS
CONTRACT OF THE
SCHOOL BUSINESS ADMINISTRATOR

THIS AGREEMENT is made as of April 26, 2019 between the Millbury Superintendent of Schools, hereinafter referred to as the SUPERINTENDENT, and [REDACTED], hereinafter referred to as the SCHOOL BUSINESS ADMINISTRATOR.

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

1. EMPLOYMENT:

The Superintendent hereby employs [REDACTED] as the School Business Administrator within the Millbury School District, and the School Business Administrator hereby accepts employment on the following terms and conditions:

2. TERMS:

The School Business Administrator shall be employed for a three-year period commencing July 1, 2019 and concluding on June 30, 2022.

3. COMPENSATION/EVALUATION:

A.) The School Business Administrator shall be paid an annual salary, commencing as of the effective date of this Agreement (July 1, 2019) of \$129,850 per year until June 30, 2022, payable in equal installments in accordance with the policy of the School Committee of the Millbury School District.

B.) In fiscal years 2021 and 2022 of this Agreement, the Superintendent will review the School Business Administrator's salary and may negotiate an increase depending on the economy, the Millbury School District's finances, and the School Business Administrator's performance.

C.) The School Business Administrator shall receive a longevity stipend of \$2,000 to be paid annually for ten (10) or more years of service as the School Business Administrator for the Millbury Public Schools.

D.) The Superintendent shall evaluate the performance of the School Business Administrator annually based upon the duties and responsibilities contained in the School Business Administrator's job description; responsibilities as presented and called for under M.G.L., Chapter 71 as amended by the Education Reform Act of 1993; and the annual district improvement goals mutually agreed upon by the School Business Administrator and the Superintendent.

E.) The School Business Manager shall be compensated for assuming certain duties of the Superintendent when necessary whenever the Superintendent is absent from the School District.

4. CONDITIONS OF EMPLOYMENT:

The School Business Administrator shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in the policies of the Millbury School Committee regarding Working Conditions of Administrators, and as may be from time to time, modified by the Committee, the Superintendent and the General Laws of the Commonwealth. Modification of such conditions shall not constitute a breach of this contract or any extension hereof.

5. DUTIES AND RESPONSIBILITIES

The School Business Administrator shall be responsible for the finances of the district as well as food service, transportation, and building maintenance, as outlined in the School Business Administrator's job description, subject to the direct supervision of the Superintendent.

6. OTHER ACTIVITIES AND PROFESSIONAL DUES:

A.) The School Business Administrator may accept speaking, mentoring, writing, lecturing or other engagements of a professional nature, provided they do not derogate from his duties as School Business Administrator and the School Business Administrator has received prior approval of the Superintendent.

B.) The School Business Administrator is entitled to 50% reimbursement for three (3) three-credit graduate courses taken during the period covered by this contract.

C.) The Millbury School District shall reimburse the School Business Administrator for attendance at, and reasonable and necessary expenses related to, professional conferences. The School Business Administrator shall coordinate his attendance at professional conferences with the Superintendent and submit a reimbursement voucher with all related receipts.

D.) Dues and associated membership costs for ASBO/MASBO will be provided by the district.

E.) The School Business Administrator shall be granted professional leave to attend a state-wide (i.e. MASBO) conference annually. Registration fees for conferences will be provided by the district.

F.) Certification costs associated with maintaining MCPPO Certification will be provided by the District.

7. ANNUAL WORK SCHEDULE:

The School Business Administrator shall be entitled to twenty-five (25) paid vacation days, fifteen (15) sick days (accumulative to 183), and two (2) personal days annually. The School Business Administrator will be entitled to all holidays made available to district employees.

Ten (10) days of unused vacation time may be carried over from the previous fiscal year, provided however, that the annual accumulation of vacation leave may not exceed thirty-five (35) days in any one year. Any vacation carry over shall not be cumulative from year to year. If it is not used in the year in which it is carried over, it shall be lost.

8. HOLIDAYS:

The School Business Administrator will be entitled to the following holidays available to non-bargaining unit employees of the Millbury School District:

New Year's Day	Labor Day
Columbus Day	Washington's Birthday
Patriots' Day	Memorial Day
Thanksgiving Day	Friday after Thanksgiving
July 4 th	Christmas Day
Veterans' Day	Martin Luther King Day

9. BEREAVEMENT DAYS:

In the event of a death in the School Business Administrator's immediate family (father, mother, sister, brother, spouse or children), the School Business Administrator will be granted leave with pay for five (5) working days.

The School Business Administrator will be granted leave with pay for three (3) work days in the event of the death of grandparents, grandchildren, mother and/or father-in-law, sister or brother-in-law and first cousin.

10. LICENSURE:

The School Business Administrator will furnish and maintain throughout the life of this Agreement, a valid and current Massachusetts license qualifying him to serve as a School Business Administrator.

11. COMPUTER

The school district will provide the School Business Administrator a laptop computer / tablet / or similar device to be utilized in the office or at his residence. Said technology devices and any related equipment shall be the property of the district and shall be returned to the district at the end of the employment with the district.

12. CELLULAR PHONE:

The School Business Administrator will be entitled to either sixty dollars (\$60) per month toward the cost of a cell phone plan or a school department funded cell phone.

13. TRAVEL:

The School Business Administrator will be entitled to \$100 per month for travel to meetings, as required by his position.

14. TERMINATION, DEMOTION AND SUSPENSIONS:

- A.) In the event that the School Business Administrator desires to terminate his contract before the term of service shall have expired, he may do so with at least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation. Otherwise the Superintendent may dismiss, demote or suspend the School Business Administrator at any time for good cause and in accordance with the procedure contained in Massachusetts General Laws, Chapter 71, Sections 42 and 42D.
- B.) As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or relevant to the sound operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

15. ENTIRE AGREEMENT:

This contract embodies the Agreement between the Superintendent and the School Business Administrator and there are no inducements, promises, terms, conditions, or other obligations made or entered into by either party other than those contained herein.

16. SEVERABILITY:

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain that particular part, term, or provisions held to be invalid.