

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

AGREEMENT made this 9th day of October, 2008, between the Greater Lowell Regional Vocational Technical School District (hereinafter, "District") acting through its School Committee (hereinafter, "Committee") and George R. Garabedian (hereinafter "Garabedian")

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

1. **Employment:** The Committee hereby agrees to employ Garabedian in the position of School Business Administrator (hereinafter "School Business Administrator") for the District, and Garabedian hereby accepts such employment on the following terms and conditions:
2. **Term:** This employment contract shall commence on July 1, 2008, and shall expire on June 30, 2011, unless otherwise terminated sooner by either party pursuant to this Agreement.
3. **Compensation:**
  - A. The School Business Administrator shall be paid an annual salary at the rate of \$100,000 per year for the period of July 1, 2008 through June 30, 2009 and 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 salary level 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 first 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.
4. **Duties of Employee:** 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. 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. 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 by return mail, return registered receipt directed to the Superintendent-Director.
  - B. The Superintendent-Director may terminate this agreement and the School Business Administrator's employment with 120 days notice and in accordance with the Massachusetts General Laws.
6. **Consultative Work:** The School Business Administrator may undertake and engage in consultative work or academic teaching assignments for which he may receive outside compensation; provided, however, that such activities do not in any manner interfere with the performance of his duties under this Agreement, violate any of the provisions of M.G.L.c.268A, or give the appearance of a conflict of interest. The School Business Administrator shall provide prior notice to the Superintendent-Director before engaging in any consultative work.
7. **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.
8. **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.
9. **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. Unused vacation days may be accumulated to a maximum of sixty (60) days.
10. **Medical, Dental and Life Insurance:** The School Business Administrator shall be entitled to all current paid medical, dental and life insurance benefits as are currently available to other professional personnel of the District.
11. **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.

12. **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.
13. **Bereavement Leave:** The School Business Administrator shall be entitled to three (3) days of bereavement leave for death(s) in the immediate family.
14. **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, one hundred (100%) percent of accumulated unused vacation days, and twenty-five (25%) percent of unused sick days.

The School Business Administrator shall be entitled to benefits similar to other employees of the District. He shall receive medical coverage for which the District shall pay eighty-five (85%) and he shall be responsible for fifteen (15%) of the payment.

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.

15. **Per Diem:** For purposes of computation of any and all per diem benefits granted pursuant to the contract shall be based on two hundred twenty (220) days.
16. **Professional Association and Fees:** The Committee agrees to reimburse the School Business Administrator for professional association dues including, but not limited to, ASCD, MASCD, MASS and AASA. The Committee will reimburse the School Business Administrator for his reasonable attendance at local and out of town workshops and other professional improvement sessions.
17. **Professional Development:** The Committee agrees to reimburse the School Business Administrator for reasonable expenses related to his enrollment in educational courses, training sessions, and the like, up to Two Thousand (\$2,000.00) Dollars per year.

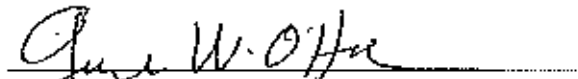
18. **Miscellaneous Expenses:** Upon presentment of appropriate vouchers and/or receipts, the Committee shall reimburse the School Business Administrator for reasonable out-of-pocket expenses incurred by him in the normal and customary fulfillment of his duties as School Business Administrator including, 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.

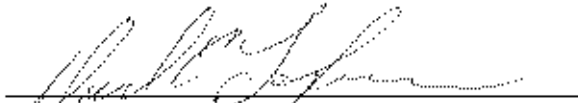
19. **Performance:** The School Business Administrator agrees to fulfill all aspects of this Agreement. Any exceptions to said fulfillment shall be by mutual written Agreement between the School Business Administrator and the Committee.
20. **Evaluation:** The Committee and the School Business Administrator agree to abide by the evaluation principles and procedures detailed in 603 CMR 35.00 and School District Policy 5155.
21. **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.
22. **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.
23. **Indemnification:** The District shall defend, save harmless and indemnify the School Business Administrator against any claim, demand, suit or judgment, including reasonable legal fees and costs arising out of any alleged negligence, except as intentional violation of civil rights or any person under law, occurring within the scope of the School Business Administrator's official duties and employment, in accordance with the provisions of M.G.L.c.258,s.2.

IN WITNESS WHEREOF, the parties hereunto sign and seal this instrument and a duplicate thereof this, the 15th day of November, 2008.

GREATER LOWELL REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL BY:


  
George W. O'Hare, Chairman

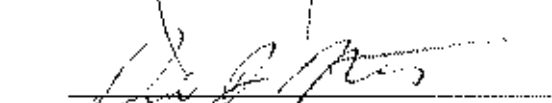
  
Dennis J. Deeb, II, Vice Chairperson

  
David C. Laferriere, Secretary

  
Herbert G. Desrosiers

  
Michael J. Hayden

  
Michael J. Lenzi

  
Brian J. Martin

  
David E. Tully

and

  
George R. Garabedian, School Business Administrator

and reviewed and agreed upon by:

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Long & DiPietro, Legal Counsel

## APPENDIX A

### SCHOOL BUSINESS ADMINISTRATOR

12 Month Position

#### PRIMARY PURPOSE OF POSITION:

To assist the School District substantially and effectively in providing the best possible educational services with the financial resources available.

#### MAJOR RESPONSIBILITIES:

- ◆ Supervises the financial affairs of the district, including accounting and reporting procedures.
- ◆ Assumes responsibility for budget development and long-range financial planning and correspondence related thereto.
- ◆ Develops and administers a program for purchasing supplies, equipment and services by competitive bidding, formal quotations and purchase orders.
- ◆ Maintains a continuous internal auditing program for all funds and provides advance warning of potential over-expenditure of budgeted funds.
- ◆ Works to maintain effective district-community relations, and interprets the financial concerns of the district to the community.
- ◆ Prepares drafts of Committee policies and administrative rules related to financial matters for the Superintendent's and Committee's review and action.
- ◆ Attends Committee Meetings and prepares such reports and other documentation as required by the Superintendent and the Committee.
- ◆ Administers the Student Transportation Program.
- ◆ Administers the School Lunch Program.
- ◆ Manages the District Insurance Programs and serves as the Safety Committee Chairman.
- ◆ Works in conjunction with the Labor Counsel concerning collective bargaining research, and related fiscal concerns.
- ◆ Performs other duties as directed by the Superintendent-Director and the School Committee.

## **ORGANIZATIONAL RELATIONSHIPS**

Is directly responsible to: The Superintendent-Director and the School Committee on specifically assigned tasks.

Must work cooperatively with: All staff, town and city officials and personnel of state agencies.

Supervises the work of: All Business Office Staff and the Food Services Director.

## **QUALIFICATIONS**

Education: Master's Degree in administration, education, business management or or accounting.

Experience: A minimum of ten years experience in business or education.

Certified as a School Business Administrator.

Salary Range: \$70,000 - \$90,000