

ASSISTANT BUSINESS MANAGER FOR TRANSPORTATION AND FINANCE

This AGREEMENT made and entered into this ____ day of August, 2018, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE", and JOHN DESCOTEAUX.

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

1. EMPLOYMENT:

The COMMITTEE hereby employs JOHN DESCOTEAUX as the ASSISTANT BUSINESS MANAGER FOR TRANSPORTATION (hereinafter "ASSISTANT BUSINESS MANAGER") of the public schools of Lowell and JOHN DESCOTEAUX hereby accepts employment on the following terms and conditions:

2. TERM:

JOHN DESCOTEAUX shall be employed for a 3-year period commencing on August 13, 2018 and ending on August 12, 2021. Employment will end on August 12, 2021 unless approved by vote of the Lowell School Committee. This employment may also end prior to August 12, 2021, if JOHN DESCOTEAUX is terminated for cause as stated herein.

3. COMPENSATION:

ASSISTANT BUSINESS shall be paid an annual salary of NINETY-FIVE THOUSAND Dollars (\$ 9 5 , 0 0 0 . 0 0) for the 2018-2019 fiscal year, payable in equal installments in accordance with the policy of the Committee governing payments of salary of other professional staff members in the school department. This salary will be prorated as per the actual starting date of the contract period.

He will also receive a 2% raise on July 1, 2019; July 1, 2020; and July 1, 2021.

4. SEVERANCE CLAUSE:

At the time of the ASSISTANT BUSINESS MANAGER'S retirement, death, or termination, his estate will receive 100% of all accrued vacation.

5. TERMINATION:

In the event that said ASSISTANT BUSINESS MANAGER desires to terminate this contract before August 12, 2021, he may do so if he gives at least ninety (90) days written notice of his intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation. Otherwise, termination of the ASSISTANT BUSINESS MANAGER shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.

6. DUTIES:

The ASSISTANT BUSINESS MANAGER shall perform faithfully to the best of his ability, the duties of Assistant Business Manager for Transportation, as outlined in the attached exhibit marked "A".

7. CERTIFICATE:

The ASSISTANT BUSINESS MANAGER shall furnish and maintain throughout the term of this contract any valid and appropriate certificates required for him to act as Assistant Business Manager for Transportation of the Lowell School Department in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.

8. OTHER ACTIVITIES:

The ASSISTANT BUSINESS MANAGER may accept speaking, writing, lecturing, or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as ASSISTANT BUSINESS MANAGER and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES:

The COMMITTEE shall reimburse the ASSISTANT BUSINESS MANAGER for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, costs of transportation and attendance at appropriate local, state, and national meetings. Reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts. Said reimbursement shall not be construed as placing ASSISTANT BUSINESS MANAGER in the performance of his duties (i.e. acting within the scope of his employment, while traveling to and from work). During such travel time, his employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM:

The ASSISTANT BUSINESS MANAGER shall be a member of the Massachusetts

Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS:

The ASSISTANT BUSINESS MANAGER shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The COMMITTEE and the ASSISTANT BUSINESS MANAGER may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION:

The ASSISTANT BUSINESS MANAGER shall earn fifteen (15) vacation days per fiscal year, prorated from the start of the contract. These vacation days will be earned at a rate of 2 days per month until fifteen (15) days is reached, for a total of 15 vacation days per year of the contract, or for the prorated amount for the first year of the contract. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or her estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work.

13. SICK LEAVE:

The ASSISTANT BUSINESS MANAGER shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of this contract and any extensions hereunder. For the first year of the contract, these sick days will be prorated from the start date of the contract. The ASSISTANT BUSINESS MANAGER'S unused sick leave shall be cumulative. ASSISTANT BUSINESS MANAGER shall be eligible for extended sick leave benefits as are presently available to administrators and as such benefits may be amended from time to time.

14. INDEMNIFICATION:

The Committee hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit, or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

15. PERSONAL DAYS:

The ASSISTANT BUSINESS MANAGER shall be granted two (2) personal days per contract year. No accumulation of personal days exists under this agreement.

16. PERFORMANCE:

(a) The ASSISTANT BUSINESS MANAGER shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and the ASSISTANT BUSINESS MANAGER in writing.

(b) Failure to fulfill the obligations agreed upon in this contract will be viewed as a violation of the Code of Ethics, and will be reported by the COMMITTEE to the appropriate state and national associations of the school administrator and state educational authorities.

17. EVALUATION:

The ASSISTANT BUSINESS MANAGER shall be evaluated by the Assistant Superintendent for Finance and Operations using the Massachusetts Department of Elementary and Secondary Education's Educator Evaluation tool.

18. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the COMMITTEE and the ASSISTANT BUSINESS MANAGER and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by writing, signed by the party against whom enforcement thereof is sought.

19. INVALIDITY:

If any paragraph or part of this AGREEMENT is invalid, it shall not affect the remainder of said AGREEMENT, but said remainder shall be binding and effective against all parties.

20. The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell, have been paid in full.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate and triplicate thereof, this _____ day of August in the year 2018.

APPROVED:

JEANNINE M. DURKIN
Acting Superintendent

JOHN DESCOTEAUX

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

Signature of Individual (Mandatory)

Social Security #

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c62C s.49A.