

**EAST BRIDGEWATER PUBLIC SCHOOLS
EAST BRIDGEWATER, MASSACHUSETTS**

SCHOOL BUSINESS ADMINISTRATOR

John Shea

CONTRACT OF EMPLOYMENT

This AGREEMENT is made the 23rd day of May, 2023 by and between the East Bridgewater Public Schools School Committee (the "School Committee"), and John Shea (the "School Business Administrator") (collectively the "Parties"). In consideration of the promises herein contained, the Parties hereto mutually agree as follows:

1. **EMPLOYMENT:**

Pursuant to G.L. c. 71, § 41, the School Committee hereby employs John Shea as School Business Administrator of the East Bridgewater Public Schools. The School Business Administrator hereby accepts employment on the following terms and conditions:

2. **TERM:**

The School Business Administrator shall be employed for the period commencing July 1, 2023 and ending June 30, 2026. The School Committee and the School Business Administrator, provided each has notified the other in writing of their desire to commence negotiations for a successor agreement, will endeavor to reach agreement on a successor agreement on or before July 1, 2026. For purposes of this Agreement, the anniversary date shall be considered to be July 1 of each year. Absent a written agreement otherwise, this Agreement shall end on June 30, 2026.

3. **COMPENSATION:**

The School Committee agrees to pay the School Business Administrator, in consideration of the faithful, diligent and competent performance of his duties and responsibilities, an annual salary as follows. Each twelve-month period shall constitute a "Contract Year":

- a. For the period July 1, 2023 through June 30, 2024, the School Business Administrator's annual salary shall be \$143,111.
- b. For the period July 1, 2024-June 30, 2025, the School Business Administrator's annual salary shall be \$146,689.

- c. For the period July 1, 2025-June 30, 2026, the School Business Administrator's annual salary shall be \$150,357.

In the event that this Agreement is terminated in accordance with its provisions prior to completion of the Contract Year then in effect, the School Business Administrator shall be paid at the annual salary rate then in effect, pro-rated for the portion of the Contract Year actually served and shall be entitled to no further compensation.

4. **ANNUITY PAYMENT**

The Committee shall make a payment to an insurance company of the Business Administrator's choice for an annuity contract consistent with Massachusetts General Laws Chapter 71, and section 403(b) of the IRS code in accordance with the following schedule:

<u>Contract Year</u>	<u>Payment Date</u>	<u>Payment Amount</u>
July 1, 2023-June 30, 2024	On or about June 2024	\$500.
July 1, 2024-June 30, 2025	On or about June 2025	\$1,500.
July 1, 2025-June 30, 2026	On or about June 2026	\$2,000.

The annuity payment shall be prorated if the Business Administrator works less than the full Contract Year.

5. **DUTIES:**

The School Business Administrator shall faithfully carry out the duties of his position in accordance with the provisions of the existing job description. The School Business Administrator recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and that he will perform the directed and implied duties of his position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the East Bridgewater Public Schools. The School Business Administrator shall also perform such amended or additional duties as may be assigned by the School Committee, consistent with his position. The School Business Administrator acknowledges and agrees that his position is exempt from the overtime requirements of the FLSA.

6. **TERMINATION:**

- a. In the event that the School Business Administrator desires to terminate this Agreement before the term of this Agreement has expired, he may do so by giving at least one hundred twenty (120) days written notice of his intention to the Superintendent or such other notice as is mutually agreed to be the parties in writing.
- b. During the term of this Agreement the School Business Administrator shall be subject to dismissal by the Superintendent for inefficiency, incapacity, conduct unbecoming a professional, insubordination or other good cause. "Good cause" as used herein shall mean any ground put forth by the Superintendent in good faith that is not arbitrary, irrational, unreasonable, or irrelevant to the task of building and maintaining an efficient school system. In that event, the School Business Administrator shall be given written notice, including a statement of the reasons for dismissal, and the opportunity to meet with the Superintendent and to provide reasons why he should not be terminated for the Superintendent's consideration. A termination shall sever any and all rights that the School Business Administrator shall have under this Agreement for the balance of the unexpired term of this Agreement subsequent to the dismissal, including, without limitation, any claim to compensation. The Superintendent's decision shall be final.

7. **CERTIFICATE:**

The School Business Administrator shall furnish and maintain throughout the term of this Agreement a valid, appropriate, and current certificate qualifying him to act as a School Business Administrator in the Commonwealth of Massachusetts.

8. **OUTSIDE ACTIVITIES:**

- a. The School Business Administrator may accept such speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not interfere with his duties as School Business Administrator and do not create a conflict of interest or the appearance of a conflict.
- b. The School Business Administrator may undertake or engage in consulting work of any nature after first requesting and obtaining approval of the Superintendent, which approval will not be unreasonably withheld.

9. **RETIREMENT:**

The School Business Administrator shall be a member of the Massachusetts Teachers' Retirement System.

10. **EVALUATION:**

The School Business Administrator shall be evaluated annually, in writing, by the Superintendent. The evaluation instrument shall be one mutually agreed upon by the Superintendent and the School Business Administrator.

11. **HEALTH AND LIFE INSURANCE, SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL DAYS, AND VACATION:**

The School Business Administrator shall receive such group insurance, vacation, and other benefits as are provided to other managerial employees, as set forth in Appendix A hereto. The Parties acknowledge and agree that such benefits may be changed from time to time in the discretion of the School Committee and/or the Town of East Bridgewater.

12. **PROFESSIONAL DAYS:**

With the advance approval of the Superintendent, the School Business Administrator may attend educational meetings, workshops and conferences held outside the school system without loss of pay. With the advance approval of the Superintendent and in her sole discretion, the School Business Administrator may be reimbursed for attendance at such meetings, workshops and conferences.

13. **REIMBURSEMENT OF EXPENSES:**

- a. **Travel Allowance** – The School Committee agrees to reimburse the School Business Administrator for reasonable travel expenses incurred in the execution of his job duties. Such expenses include, but are not limited to, reimbursement of out-of-district transportation, tolls and meals. Mileage reimbursement shall be at the current IRS-sanctioned rate.
- b. **Professional Memberships** – The School Committee shall pay the School Business Administrator's membership dues for memberships in appropriate professional associations, as may be approved by the Superintendent.

14. **INDEMNIFICATION:**

- a. In accordance with and to the extent permitted by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Business Administrator against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Business Administrator is acting within the scope of his employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Superintendent to suspend and/or terminate the Business Administrator.
- b. The Business Administrator shall, within four (4) calendar days of the time he is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee and Superintendent.
- c. This Section 14 shall survive the termination of this AGREEMENT and applies retroactively to the first day of the Business Administrator's employment with the District.

15. **ENTIRE AGREEMENT:**

This Agreement embodies the whole agreement between the School Committee and the School Business Administrator; there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those expressly set forth herein; and each party expressly disclaims reliance on any such other than those expressly set forth herein. This Agreement may not be changed, altered, or amended in any way except in a written document setting forth such changes, alterations, or amendments that is mutually agreed to by the Parties.

16. **SEVERABILITY:**

It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by a court of competent jurisdiction 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 Agreement did not contain the particular part, term, or provision held to be invalid.

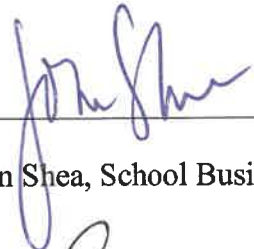
17. **GOVERNING LAW:**

This Agreement shall be interpreted, enforced, governed and construed under and in accordance with the laws of the Commonwealth of Massachusetts.

18. **DUPLICATE ORIGINALS:**

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this EMPLOYMENT CONTRACT and a duplicate thereof this 23rd day of May 2023.



John Shea, School Business Administrator



5/23/23, School Committee Chair



Witness

Appendix A

LEAVE BENEFITS

1. Vacation Leave:

A. Accrual.

The School Business Administrator shall be entitled to twenty-five (25) vacation days for each Contract Year. Accrued unused vacation cannot be carried over into a subsequent Contract Year. The School Business Administrator may borrow vacation days against anticipated future accrual within the same contract year.

B. Limited Vacation Buy Back.

The School Business Administrator may elect to receive a sum equal to his then per diem rate of pay by cashing in his accrued unused vacation days up to a maximum of ten (10) accrued unused vacation days each Contract Year. The School Business Administrator must notify the Superintendent on or before March 1st of the Contract Year in which he wishes to cash in vacation days and the number of vacation days he anticipates cashing in. For the purposes of determining the School Business Administrator's per diem rate under this Agreement, the School Business Administrator's Base Salary for the applicable Contract Year shall be divided by 247 days.

2. Sick Leave:

The School Business Administrator shall be entitled to sick leave in an amount equal to, but not in excess of, fifteen (15) days of sick leave for each Contract Year. Unused sick leave shall be cumulative. The School Business Administrator will be entitled to maintain all previously accumulated sick leave as of the effective date of this Agreement.

A. The School Business Administrator may use sick leave days for a short period of time to care for sick members of the immediate family who are living in the same household as the School Business Administrator. The sickness should be of an emergency nature, and the Superintendent has the sole discretion to approve such leave.

B. Upon separation from the school system for any reason other than termination for cause, if the School Business Administrator has at least ten (10) years of service in the system in a pay status the School Business Administrator will be compensated for up to a maximum of twenty-five (25) of his accumulated sick days at the rate of his salary at the time of separation. For the purposes of determining the School Business Administrator's per diem rate under this Agreement, the School Business Administrator's Base Salary for the applicable Contract Year of this Agreement shall be divided by 247 days.

3. Holidays:

The following days are paid holidays when they fall on a scheduled work day: July 4th, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Patriot's Day and Memorial Day. Any holiday that falls on a Saturday or Sunday will not be paid as it is not a scheduled work day.

4. Personal Leave:

The School Business Administrator may receive up to four (4) personal leave days per fiscal year to attend to important legal or personal business that cannot be scheduled on a

non-work day or outside of scheduled work hours. Requests for personal leave must be submitted 24 hours in advance to the Superintendent or designee.

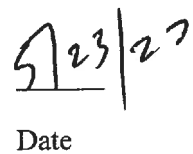
5. Bereavement Leave:

The School Business Administrator may take up to five (5) days at any one time in the event of death or impending death of a spouse, son, daughter, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or any person residing in the same household as the School Business Administrator.

6. Insurance:

The School Business Administrator is eligible to participate in group insurance generally offered to other full-time managerial employees of the East Bridgewater Public Schools on the same basis as such insurance is available to full-time managerial employees of the East Bridgewater Public Schools.


Initial


Date