

## **SCHOOL BUSINESS ADMINISTRATOR/ ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS**

This AGREEMENT made and entered into this \_\_\_ day of February, 2019, by and between the SCHOOL COMMITTEE of the CITY OF LOWELL, hereinafter referred to as "COMMITTEE", and BILLIE JO TURNER.

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

1. EMPLOYMENT: The COMMITTEE hereby employs BILLIE JO TURNER as the SCHOOL BUSINESS ADMINISTRATOR and ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS of the public schools of Lowell and BILLIE JO TURNER hereby accepts employment on the following terms and conditions:

2. TERM: BILLIE JO TURNER shall be employed for a three-year period commencing July 1, 2019 through June 30, 2022.

BILLIE JO TURNER shall not later than January 1, 2022 advise the Superintendent of Schools and the COMMITTEE by written notice whether she desires to negotiate a successor agreement. Failure to so notify the Superintendent of Schools and the COMMITTEE shall result in the expiration of this agreement on June 30, 2022 unless this agreement is otherwise terminated for cause as stated herein.

3. COMPENSATION:

a.) BILLIE JO TURNER shall be paid an annual salary of One Hundred Sixty-Five Thousand Dollars (\$165,000) for the 2019-2020 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.

b.) For each year of the contract BILLIE JO TURNER shall receive a 2.25% raise effective on July 1 of each year; however, BILLIE JO TURNER will first be eligible for such raise on July 1, 2020.

4. SEVERANCE CLAUSE: At the time of BILLIE JO TURNER's retirement, termination, resignation, non-renewal of contract, or death, she or her estate will receive 100% of all accrued vacation.

5. TERMINATION: In the event that BILLIE JO TURNER desires to terminate this contract before the term of services shall have expired, she may do so if she gives at least sixty (60) days written notice of her intention to the Superintendent of Schools and the Superintendent of Schools accepts said resignation, otherwise, termination of employment shall be in accordance with Massachusetts General Laws, Chapter 71, Section 42, as amended by the Education Reform Act of 1993.

6. DUTIES: BILLIE JO TURNER shall perform faithfully to the best of her ability, the duties of SCHOOL BUSINESS ADMINISTRATOR and ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS. "

7. CERTIFICATE: BILLIE JO TURNER shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying her to act as a School Business Administrator and Assistant Superintendent/Superintendent 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: BILLIE JO TURNER may accept speaking, writing, lecturing, teaching, or other engagements of a professional nature as she sees fit, provided they do not derogate from her duties as School Business Administrator/Assistant Superintendent for Finance and Operation and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: The COMMITTEE shall reimburse BILLIE JO TURNER 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. All expenses associated with toll and mileage reimbursements shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional 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 BILLIE JO TURNER in the performance of her duties (i.e. acting within the scope of her employment, while traveling to and from work). During such travel time, her employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM: BILLIE JO TURNER shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: BILLIE JO TURNER 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 BILLIE JO TURNER may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: BILLIE JO TURNER shall receive twenty-seven (27) working days as annual vacation, exclusive of legal holidays. There shall be no limit on the amount of vacation time that can accumulate. 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, non-renewal, 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: BILLIE JO TURNER 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. Her unused sick leave shall be cumulative. She 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 her official duties or employment.

15. PERSONAL DAYS: BILLIE JO TURNER shall be granted three (3) personal days per contract year. No accumulation of personal days exists under this agreement.

16. REIMBURSEMENT FOR GRADUATE COURSEWORK: Upon acceptance and enrollment of BILLIE JO TURNER in an accredited Doctoral program of study, the School Committee shall provide payments to an institution within the Massachusetts public higher education system for up to two graduate courses per year within the approved program of study reviewed and approved by the Superintendent of Schools. The parties further agree that to be eligible for graduate reimbursement, BILLIE JO TURNER shall obtain a grade B or higher for each eligible graduate course for which she is seeking reimbursement.

17. PERFORMANCE:

(a) BILLIE JO TURNER shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the COMMITTEE and BILLIE JO TURNER in writing.

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

18. EVALUATION: BILLIE JO TURNER shall be evaluated by the Superintendent using the Massachusetts Department of Elementary and Secondary Education’s Educator Evaluation tool.

19. ENTIRE AGREEMENT: This contract embodies the whole AGREEMENT between the COMMITTEE and BILLIE JO TURNER 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.

20. 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.

21. 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 February in the year 2019.

APPROVED:

\_\_\_\_\_  
Jeannine M. Durkin  
Acting Superintendent

\_\_\_\_\_  
Billie Jo Turner

THE LOWELL SCHOOL COMMITTEE,

\_\_\_\_\_  
William Samaras, Mayor

\_\_\_\_\_  
Dominik Hoy Lay

\_\_\_\_\_  
Andre P. Descoteaux

\_\_\_\_\_  
Connie A. Martin

\_\_\_\_\_  
Jackie Doherty

\_\_\_\_\_  
Gerard Nutter

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Robert J. Hoey, Jr.

APPROVED AS TO FORM:

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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.