

SUPERINTENDENT OF SCHOOLS CONTRACT OF EMPLOYMENT

This contract is made as of the 1st day of August, 2021 by and between the Lynn Schools Committee, hereinafter referred to as the “**Committee**,” and Patrick Tutwiler, hereinafter referred to as the “**Superintendent**”.

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

- 1. EMPLOYMENT:** The Committee hereby employs Patrick Tutwiler as Superintendent of the Lynn Public Schools, and the Superintendent hereby accepts employment on the following terms and conditions.
- 2. TERMS:** The Superintendent shall be employed until July 31, 2026. If the Committee does not renew the contract prior to May 1, 2026, then, in that event, the Committee shall pay to the Superintendent a severance in the amount of the Superintendent’s compensation for the three months immediately preceding the date of the expiration of said contract.
- 3. COMPENSATION:** The Superintendent shall be paid an initial annual base salary, commencing the effective date of this agreement of \$230,000.00 per year. Thereafter, beginning July 1, 2022, the Superintendent shall be granted salary annual increases in the amount of 1.6% each year of the agreement.

Year	Salary	Difference
1	230,000	n/a
2	233,680	3,680.00
3	237,418.88	3,738.88
4	241,217.58	3,798.70
5	245,077.06	3,859.48

- 4. TERMINATION:** In the event that said Superintendent desires to terminate this contract before the term of service shall have expired, he may do so as long as he gives one hundred and fifty (150) days notice in writing to the Chairman of the School Committee. Upon giving such notice, the Superintendent and the Committee will negotiate any severance benefits contained in this contract.
- 5. DUTIES:** The Superintendent shall perform faithfully, to the best of his ability, the duties of Superintendent of the Lynn Public Schools.
- 6. CERTIFICATION:** The Superintendent shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying his to act as Superintendent in the Commonwealth of Massachusetts.
- 7. PROFESSIONAL ACTIVITIES:** The Superintendent may accept professional engagements for the purpose of speaking, writing, consulting, or lecturing provided they do not derogate from duties in the Lynn Public Schools. The Superintendent shall provide the Committee with a list and dates of such engagements.

8. DUTIES AND RESPONSIBILITIES: The Superintendent shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent of Schools. The Superintendent shall serve as Executive Officer of the Committee as provided in Mass. G.L. Chapter 71, Section 59 and all other laws and regulations of the Commonwealth.

The Superintendent shall fulfill all of the terms and conditions of this contract. The Superintendent shall comply with the policies and procedures of the Committee and shall server and perform such duties at such time and places and in such manner as the Committee may from time to time direct.

9. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Superintendent for all expenses reasonably incurred in the performance of his duties under this contract. Such expenses shall include, but shall not be limited to, costs for transportation; attendance at appropriate local, state, and national meetings and conferences; and dues resulting from membership in professional organizations. Said expenses shall not exceed five thousand (\$5,000) dollars per year without first obtaining the consent of the Committee. The Superintendent shall have the right to use his personal automobile for official Committee business, whereupon the Superintendent shall be reimbursed for said travel within the school district at the flat rate of three thousand six-hundred (\$3,600) dollars annually, payable in twelve (12) equal monthly installments of three hundred (\$300) dollars. The School Committee shall provide legal counsel for any action brought against the Superintendent, which rises out of his employment, except for actions brought by the School Committee against the Superintendent.

10. PHYSICAL EXAMINATION: The Superintendent shall submit to a physical examination once each year during the life of this agreement.

11. BENEFITS: The Superintendent shall be entitled to all insurance (medical, hospital, and life) benefits and all other benefits currently available to other professional personnel and in all current and future agreed upon contracts. No such benefits shall be reduced by changes in collective bargaining agreements subsequent to the date of execution of the Agreement. In conjunction with the Superintendent's benefits that are specifically included in this employment agreement, the Superintendent is entitled to receive any and all benefits that are included in any other Committee collective bargaining agreement or employment agreement. In case of the death of the Superintendent during the term of the contract, all benefits and severance benefits will pass to the Superintendent's estate. The Committee shall provide a \$250,000 life insurance policy to the Superintendent for the duration of this contract and shall be responsible for full payment of the premium until July 31, 2026.

12. ANNUAL VACATION: The Superintendent shall receive twenty-five (25) working days as annual vacation, exclusive of legal holidays. The Superintendent may during any year return any and/or all of his earned, but unused vacation entitlement for which he will be paid at his then applicable per diem rate of pay. Vacation shall not be cumulative.

13. SICK LEAVE: The Superintendent shall be entitled to carry over sick leave benefits equal to the amount of leave accumulated during his total service within the Lynn Public Schools. In addition to sick leave benefits accrued, eighteen (18) days of sick leave shall be granted upon appointment and an additional sum for each succeeding year shall be allowed to accumulate. Yearly buy-back of sick leave will be based on a ratio similar to that available to school principals.

14. PERSONAL DAYS: the Superintendent shall be granted six (6) days of personal leave annually upon appointment for use when personal needs or business requires his absence. Any unused personal days may be added to the Superintendent's accumulation of unused sick days.

15. SEVERANCE PAY: Because the Superintendent was not employed with the Lynn Public Schools prior to 1987, he is not eligible for severance pay for accumulated sick leave.

16. RELATIONSHIP BETWEEN THE COMMITTEE AND SUPERINTENDENT:

The Committee shall meet with the Superintendent at least once each year for the purpose of discussing with the Superintendent his job description and performance, as well as the working relationship between the Committee and the Superintendent.

17. PERFORMANCE: The Superintendent shall fulfill all aspects of this contract. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing.

18. EVALUATION: The Superintendent agrees to be evaluated on an annual basis by the School Committee. The evaluation instrument shall be the evaluation instrument recommended by the Massachusetts Association of School Committees or the Massachusetts Association of School Superintendents.

19. INVALIDITY: If any paragraph, part of, or rider to 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. ARBITRATION: Any and all controversies or claims arising out of or relating to any term or condition of this agreement or employment practices or policies of the Committee or the breach thereof, excluding claims based on state or federal anti-discrimination laws, statutes or regulations, shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association.

21. EXECUTION: 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.

22. ENTIRE AGREEMENT: This contract embodies the whole agreement between the Committee and the Superintendent of the Lynn Public Schools. 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 a writing signed by the party against whom the enforcement is sought.

22. SAVING CLAUSE: If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or preformed or enforced, except to the extent permitted by law, and substitute action shall be subject to appropriate legal review.

IN WITNESS THEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this 28th day of January, 2021.

LYNN SCHOOL COMMITTEE:

Thomas M. McGee dotloop verified
01/28/21 9:41 PM EST
GDF6-JXHU-BMUX-7IQX

Mayor, Thomas McGee
Chairman, Lynn School Committee

Brian K. Castellanos dotloop verified
01/28/21 9:40 PM EST
GBNW-EJXW-3QOS-AV7

Brian K. Castellanos

Donna M. Coppola dotloop verified
01/28/21 9:52 PM EST
ABLE-B54A-2TZE-QWYY

Donna M. Coppola

John E. Ford Jr. dotloop verified
01/28/21 9:40 PM EST
ITET-YFIM-MAVU-NN0I

John E. Ford, Jr.

Lorraine M. Gately dotloop verified
01/28/21 9:55 PM EST
PC92-QVPJ-CK5Y-KX3I

Lorraine M. Gately

Jared C. Nicholson dotloop verified
01/28/21 9:40 PM EST
MVCJ-UDUA-SHXH-KT6L

Jared C. Nicholson

Michael Satterwhite dotloop verified
01/28/21 9:43 PM EST
R7MO-KLUS-54BD-RIEN

Michael A. Satterwhite

SUPERINTENDENT:

Patrick Tutwiler dotloop verified
01/28/21 9:41 PM EST
SK0P-M1UO-SCE3-WYUX

Patrick Tutwiler.
Superintendent of Schools