

**Whittier Regional Vocational Technical High School District School Committee  
Superintendent/Director's Employment Contract**

Agreement made this 4/14/21 day of \_\_\_\_\_, 2021 between Maureen Lynch hereinafter referred to as the "Superintendent/Director," and the Whittier Regional Vocational Technical High School District School Committee, hereinafter referred to as the "Committee".

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

**1. Employment**

The Committee hereby employs Maureen Lynch as Superintendent/Director of the Whittier Regional Vocational Technical High School District and Maureen Lynch hereby accepts employment as Superintendent/Director of the Whittier Regional Vocational Technical High School District, subject to the terms and conditions hereinafter provided.

**2. Term**

- a)** This agreement shall commence July 1, 2022 and shall terminate July 5, 2028. This agreement specifically excludes any rollover provision.
- b)** The Superintendent/Director shall notify the Committee, in writing, on or before March 1, 2026, as to whether or not the Superintendent/Director wishes to commence negotiations for a successor agreement.
- c)** The Committee, on or before March 31, 2026, shall notify the Superintendent/Director, in writing, as to whether or not it wishes to commence negotiations for a successor agreement. Failure of the Committee to give such notice shall be considered the same as notice by the Committee that it does not wish to commence negotiations for a successor agreement. In such event, this agreement shall terminate, as herein before provided, on July 5, 2028, and as of such date the Superintendent/Director's employment shall terminate.
- d)** In the event both the Superintendent/Director and the Committee give notice indicating their desire to commence negotiations for a successor agreement, the parties hereto shall meet and shall attempt to conclude negotiations by July 5, 2028.
- e)** Anything contained herein to the contrary notwithstanding, this contract will automatically terminate on July 5, 2028, (and the Superintendent/Director's employment shall terminate at such time) unless otherwise agreed upon in writing by the parties herein.

### **3. Compensation**

#### **Salary:**

Contingent upon the faithful, diligent, and competent performance of the duties and responsibilities of a Superintendent/Director of schools as provided by law and herein, the Committee agrees to pay the Superintendent/Director increase to her salary:

July 1, 2022 to June 30, 2023	\$5,000 + 2.5%
July 1, 2023 to June 30, 2024	\$5,000 + 2.5%
July 1, 2024 to June 30, 2025	\$5,000 + 2.5%
July 1, 2025 to June 30, 2026	\$5,000 + 2.5%
July 1, 2026 to June 30, 2027	\$5,000 + 2.5%
July 1, 2027 to July 5, 2028	\$5,000 + 2.5%

The Superintendent's performance will be evaluated annually by the Committee, in accordance with applicable law, regulations and model evaluation system promulgated by the Massachusetts Department of Elementary and Secondary Education applicable to the position of Superintendent. Said evaluation shall be completed by the Committee prior to the thirtieth day of June of each calendar year.

#### **Annuity:**

The Committee shall, pursuant to MGL c71 s37b, contribute as follows per year to an investment authorized under section 403(b) of the Internal Revenue Code for the benefit of the Superintendent/Director provided that the statutory authority remains in effect and the Superintendent/Director chooses to retain the investment:

July 1, 2022 to July 5, 2023	\$ 10,000.00
July 1, 2023 to July 5, 2024	\$ 10,000.00
July 1, 2024 to July 5, 2025	\$ 10,000.00
July 1, 2025 to July 5, 2026	\$ 10,000.00
July 1, 2026 to July 5, 2027	\$ 10,000.00

#### **Additional Insurance:**

The Committee shall contribute a total of \$3,550 per year of this contract toward the purchase of a life insurance or disability income insurance policy selected by the Superintendent/Director. Appropriate tax, FDIC, and retirement withholdings shall be made. All premium payments shall be made directly by the Committee to the insurance company of the Superintendent/Director's choice.

#### **Longevity:**

The Superintendent/Director shall receive an annual longevity benefit of \$1,000 for years of service to the Whittier district payable on July 1.

#### **4. Duties and Responsibilities**

The Superintendent/Director shall diligently, faithfully, and competently perform the duties and responsibilities of Superintendent/Director as provided in the job description from time to time adopted by the Committee. The Superintendent/Director 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/Director shall fulfill all of the terms and conditions of this contract. The Superintendent/Director 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 may from time to time direct.

#### **5. Goals and Objectives**

The Committee and the Superintendent/Director shall mutually agree to a set of goals and objectives, including measurable outcomes and dependencies, on an annual basis. These shall be utilized by the Committee as a part of the Superintendent/Director's evaluation and shall be considered an addendum to this contract.

#### **6. Outside Professional Activities**

The Superintendent/Director may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, provided such activities do not in any manner interfere or conflict with the performance of the duties and responsibilities as Superintendent/Director.

#### **7. Certificate**

The Superintendent/Director shall furnish and maintain, throughout the term of this contract, a valid and appropriate certificate qualifying the person to act as Superintendent/Director of Schools in the Commonwealth of Massachusetts, as required by Mass. G.L. Chapter 71, Section 38G and all other laws and regulations of the Commonwealth.

#### **8. Dismissal or Suspension**

Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent/Director during the term of this agreement in accordance with the laws and regulations of the Commonwealth.

Should the Committee terminate this contract for cause, the Committee shall have no financial obligation. It is agreed that cause for termination includes, without limitation, inefficiency, incompetency, incapacity, conduct unbecoming a Superintendent/Director, insubordination, the failure of the Superintendent/Director to achieve agreed upon goals and objectives, unsatisfactory performance, and/or any

other ground put forward in good faith, which is not arbitrary, unreasonable, or irrelevant to the maintenance of an effective school district.

Termination under this paragraph may not be implemented unless the Superintendent/Director has been given (30) thirty days' notice of an intended vote to dismiss her, and, if requested, a written statement of the reason or reasons for which termination is proposed and, if requested, a hearing before the School Committee at which she may be represented by counsel and call witnesses on her behalf.

It is expressly understood and agreed that the non-reappointment of the Superintendent/Director by the Committee upon the expiration of this contract, or any renewal or extension thereof, shall not be considered a dismissal.

#### **9. Reimbursement for Travel, Expenses, and Dues**

The Committee agrees to reimburse the Superintendent/Director for expenses (excluding commuting) and dues reasonably incurred by the Superintendent/Director in the normal performance of duties and responsibilities under this contract. Such expenses may include, but shall not be limited to, costs of transportation and attendance at appropriate state and national meetings and conferences. Whittier Regional Vocational Technical High School District Policy shall be employed for reimbursement for meals and expenses including those for travel in a personal vehicle.

#### **10. Sick Leave**

The Superintendent/Director shall be entitled to up to (17) seventeen days of sick leave during each contract year and unused sick leave days may be accumulated from year to year without limit. Sick leave days may only be used in the event of personal sickness or injury. In the event the Superintendent/Director leaves her position the Superintendent/director shall be paid at the rate of \$200 per day for unused sick days up to a maximum of (180) one hundred eighty days.

#### **11. Health Insurance**

The Superintendent/Director shall be eligible to participate in the same health and other insurance benefits currently provided other employees of the District, subject to the terms and conditions of said coverage and at the same rate as provided for said employees.

#### **12. Vacations**

The Superintendent/Director shall be entitled to (30) thirty days of vacation during each contract year of this agreement. The time for taking said vacation shall be subject to the approval of the Chair of the Committee. The Superintendent/Director shall be allowed to carryover up to (20) twenty days from any (1) one contract year to the next. The Superintendent/Director shall be eligible to sell back up to (10) ten unused vacation days per contract year at a per diem rate based upon 245 working days in a year. The Superintendent/director shall not accumulate more than (50) fifty vacation days at the beginning of any contract year.

### **13. Personal Leave**

The Superintendent/Director shall be entitled, subject to the terms and conditions provided herein, to the reasonable use of days for personal reasons. The Chair of the Committee shall be notified of all personal leave days in advance.

### **14. Day before certain Holidays**

The Superintendent/Director shall not be required to work on December 24 or December 31.

### **15. Tuition Reimbursement**

Subject to the approval of the Chair of the Committee, the Superintendent/Director will be entitled to receive 100% reimbursement for tuition costs for job related courses.

### **16. State Retirement Association**

The Superintendent/Director shall be a member of the Teacher's Retirement System as required by Mass. G.L. Chapter 32, Section 2.

### **17. Warranty of Credentials**

The Superintendent/Director warrants the validity of the credentials and experience proffered to the Committee, and material misrepresentations therein shall constitute grounds for dismissal.

### **18. Termination by the Superintendent/Director Prior to Expiration**

The Superintendent/Director shall be entitled to terminate this contract, prior to its expiration date, upon written notice to the Committee of (180) one hundred eighty days. Said notice shall be sent by registered mail, return receipt requested, to the residence of the Chair of the Committee. The Superintendent/Director may request, and the Committee may consider termination on less than (180) one hundred eighty days' notice.

### **19. Indemnification**

The School Committee shall indemnify the Superintendent/Director for any financial loss to the extent permitted by MGL C258. The indemnification shall include legal fees and expenses, provided the School Committee shall have the right to select counsel to defend the Superintendent/Director in any claim, which may give rise to a claim for indemnification under this paragraph. The Superintendent/Director may select her own counsel, but the School Committee shall have no obligation to pay any fees or expenses of such counsel.

**20. 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 each of the parties to this agreement.


**21. Dispute Resolution**

Any disputes as to the meaning, application or interpretation of the provisions of this agreement will be resolved through binding arbitration and shall not be subject to litigation in court. If the parties are unable to agree to an arbitrator, or on the procedures to be followed, the dispute will be processed through the American Arbitration Association pursuant to the Association's Employment Dispute Resolution Rules.

**22. Entire Agreement**

This contract embodies the whole agreement between the Committee and the Superintendent/Director and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This may not be changed except by agreement of all parties in writing.

IN WITNESS THEREOF, the undersigned have executed this contract the day and year aforesaid.

  
\_\_\_\_\_  
Maureen Lynch, Superintendent/Director

  
\_\_\_\_\_  
School Committee Chairperson  
WHITTIER SCHOOL COMMITTEE