

1 CANTON PUBLIC SCHOOLS
2 CANTON, MASSACHUSETTS
3

4 ATHLETIC DIRECTOR
5 EMPLOYMENT CONTRACT
6 July, 1, 2019 – June 30, 2022
7
8

9 **THIS AGREEMENT** is made by and between the **Canton Public Schools** (hereinafter
10 referred to as the “**CPS**”) and **Daniel Erickson**.

11
12 In consideration of the promises and mutual covenants herein contained, the parties hereto
13 agree as follows:
14

15 **1.0 EMPLOYMENT**
16

17 CPS hereby employs **Daniel Erickson** as **ATHLETIC DIRECTOR** for the public schools of
18 the Town of Canton, Massachusetts, and **Daniel Erickson** (hereinafter referred to as the
19 “**ATHLETIC DIRECTOR**”) hereby accepts such employment with the terms and conditions
20 set forth below.
21

22 **2.0 TERM OF AGREEMENT**
23

24 The **ATHLETIC DIRECTOR** shall be employed under the terms of the contract contemplated
25 herein for the three (3) year period commencing on July 1, 2019 and continuing until June 30,
26 2022.
27

28 **3.0 COMPENSATION**
29

30 **3.1 Base Compensation** - The **ATHLETIC DIRECTOR** shall be paid an annual salary
31 at the rate of one hundred, twelve thousand, one hundred, ninety-two (\$112,192)
32 dollars for the period of July 1, 2019 - June 30, 2020. The Superintendent and the
33 **ATHLETIC DIRECTOR** shall meet at least ninety (90) days prior to July 1 of each
34 subsequent year of the contract for the purpose of reviewing and establishing the
35 **ATHLETIC DIRECTOR’S** salary to take effect as of July 1 of the next contract year.
36

37 **3.2 CMAA Certification Stipend** – The **ATHLETIC DIRECTOR** shall be paid an
38 annual stipend of \$2,500 to maintain the NIAAA's CMAA Certification. It is hereby
39 acknowledged that the **ATHLETIC DIRECTOR** does not currently have the
40 certification. The **ATHLETIC DIRECTOR** will be paid the stipend after receiving the
41 certification in any year of this contract. If the certification is received after January 1st
42 of a contract year, the stipend will be prorated, based on the number of weeks left in
43 the contract year the certification is attained.
44

45 **4.0 DUTIES and RESPONSIBILITIES**
46

47 **4.1** The **ATHLETIC DIRECTOR** shall faithfully carry out the duties of his/her position in
48 accordance with the provisions of the existing job description. The **ATHLETIC**
49 **DIRECTOR** recognizes that his/her responsibilities and conduct are not determined by

1 prescribed hours and conditions and will perform the directed and implied duties of
2 his/her position as determined by the Superintendent and will expend the time and
3 effort necessary to effectively achieve the goals and purposes of the **CPS**.

4
5 4.2 Intentionally left blank.
6

7 8 **5.0 WORK YEAR**

9
10 The **ATHLETIC DIRECTOR'S** work year will consist of 213 days, including the 183 days that
11 teachers are required to be in school. The remaining 30 days will be scheduled upon mutual
12 consent of the Superintendent and **ATHLETIC DIRECTOR**. However, with the advance
13 approval of the Superintendent, the **ATHLETIC DIRECTOR** may take up to five days off
14 during the 183 days that teachers are in school, so long as he works a commensurate
15 number of alternative days during that fiscal/contract year, to be scheduled in consultation
16 with the Superintendent.
17

18 **6.0 LICENSES**

19
20 The **ATHLETIC DIRECTOR** shall furnish and maintain throughout the term of his/her
21 Contract a valid and appropriate Super Dir Non-Core DESE license as required by
22 Massachusetts General Laws Chapter 71, Section 38G.
23

24 **7.0 TERMINATION:**

25
26 7.1 In the event that the **ATHLETIC DIRECTOR** desires to terminate his/her contract
27 before the term of service shall have expired, he/she may do so by giving at least
28 ninety (90) days written notice of such intention to the Superintendent, with a time for
29 such termination to be jointly established between the **ATHLETIC DIRECTOR** and the
30 Superintendent and confirmed in writing.
31

32 7.2 The Superintendent may terminate his/her contract at any time during its term due
33 to reduction in force or reorganization resulting from declining enrollment or other
34 budgetary reasons.
35

36 7.3 Notwithstanding any provision to the contrary, the Superintendent may dismiss the
37 **ATHLETIC DIRECTOR**, and thus terminate his/her contract, for good cause. As used
38 herein, "good cause" shall mean any grounds put forth by the Superintendent which
39 are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound
40 operation of the school system. Prior to any dismissal for good cause, the
41 Superintendent will notify the **ATHLETIC DIRECTOR** of the intended dismissal with an
42 explanation of the grounds therefore and, if the **ATHLETIC DIRECTOR** so requests,
43 will provide his/her with an opportunity for a meeting to review the decision and to
44 present information pertaining to its basis and to the employee's status.
45

46 7.4 In the event his/her contract is terminated, any and all financial and other
47 obligations by either party under the contract shall cease.

1
2 **8.0 REIMBURSEMENT FOR EXPENSES/EQUIPMENT**
3

4 **8.1 Expenses** - Upon the approval of the Chairperson, the Superintendent agrees to
5 reimburse the **ATHLETIC DIRECTOR** for reasonable expenses incurred and paid by
6 him/her in the execution of his/her job as **ATHLETIC DIRECTOR**.
7

8 **8.2 Professional Memberships** – The Superintendent agrees to pay the **ATHLETIC**
9 **DIRECTOR’S** membership dues for membership in professional organization up to \$250,
10 subject to the organization (s) supporting the **ATHLETIC DIRECTOR’S** job duties.
11

12 **8.3** Intentionally left blank.
13

14 **8.4 Cell Phone** - The Superintendent shall provide the **ATHLETIC DIRECTOR** and pay
15 the monthly expenses of a cell phone/PDA for the purpose of conducting school business
16 and the occasional, incidental personal business. At the conclusion of his/her term as
17 **ATHLETIC DIRECTOR**, his/her equipment shall remain the property of the **CPS**. The
18 **ATHLETIC DIRECTOR**, at his/her discretion, may choose to be reimbursed the flat sum
19 of \$60 per month towards the cost of his/her monthly cell phone bills. If so, the
20 **ATHLETIC DIRECTOR** will not receive a District cell phone.
21

22 **8.5** Intentionally left blank.
23

24 **8.6 Travel Allowance** – The **ATHLETIC DIRECTOR** will be reimbursed for travel within
25 the Commonwealth of Massachusetts at the IRS mileage reimbursement rate. Said
26 sum shall be a reimbursement to the **ATHLETIC DIRECTOR** for travel expenses
27 incurred and paid by his/her such as actual mileage, tolls and public transportation
28 costs. Reimbursement shall occur within a reasonable period of time.
29

30 **8.7 Out-of-State Conference Expenses** – All requests for out of state conferences shall
31 be subject to advance approval of the Superintendent.
32

33 **9.0 STATE RETIREMENT SYSTEM**
34

35 The **ATHLETIC DIRECTOR** shall be a member of the Massachusetts Teachers' Retirement
36 System (MTRS) as required by the General Laws of the Massachusetts, General Laws,
37 Chapter 32, Section 2.
38

39 **10.0 INSURANCE BENEFITS**
40

41 The **ATHLETIC DIRECTOR** shall be entitled to all insurance (medical, hospital, life, and
42 workman's compensation) benefits and all other fringe benefits currently available to teachers
43 and other administrators, such benefits not to be reduced unless expressly provided for in
44 his/her Contract or agreed upon in the future.
45

46 **11.0 (Intentionally left blank)**
47
48

1 **12.0 LEAVES**
2

3 **12.1 Sick Leave** – The **ATHLETIC DIRECTOR** shall be entitled to eighteen (18) days
4 of sick leave during each year of his/her Contract. All unused sick leave will be added
5 to the **ATHLETIC DIRECTOR'S** contract in all previous capacities for the **CPS**. In
6 addition to personal injury or illness, the **ATHLETIC DIRECTOR** may use a maximum
7 of five (5) days of his/her accrued paid sick leave each year for illness in his/her
8 immediate family (spouse, child, parent, or relative living within his/her household).
9

10 **12.2 Bereavement Leave** – In case of death during the school year of any member of
11 the **ATHLETIC DIRECTOR'S** family (grandparent, grandchild, brother, sister, mother-
12 in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or
13 reduction in accumulated sick leave shall be made for absence not exceeding three (3)
14 school days. In case of death during the school year of the **ATHLETIC DIRECTOR'S**,
15 parent, child, or person living in the **ATHLETIC DIRECTOR'S** household, no reduction
16 of salary or reduction in accumulated sick leave shall be made for absence not
17 exceeding five (5) school days. In case of death during the school year of the
18 **ATHLETIC DIRECTOR'S** nephew, niece, or other relative not mentioned elsewhere in
19 this Section, one (1) day's leave without loss of pay or accumulated sick leave shall be
20 granted on the day of the funeral.
21

22 **12.3 Personal Leave**- The **ATHLETIC DIRECTOR** shall be entitled to three (3)
23 personal days during each year of his/her contract.
24

25 **13.0 EVALUATION**
26

27 **13.1** The **ATHLETIC DIRECTOR** shall fulfill all aspects of this contract. He/She shall
28 be evaluated annually in writing by the Superintendent or his/her designee. Evaluation
29 will be based on progress made in relationship to goals that are established each fall
30 by the **ATHLETIC DIRECTOR** in conjunction with the Superintendent or his/her
31 designee. Performance evaluation will also be determined in relationship to indicators
32 of effective instructional, organizational and administrative leadership (These will be
33 outlined in more detail as we develop a common understanding of these parameters).
34 The key qualities/evidence that the Superintendent or his/her designee will expect to
35 find through the evaluation process are/is:
36

- 37 • An unwavering commitment to highly effective teaching through skillful
38 supervision and evaluation
- 39 • Accurate assessment of student achievement, programs, and needs in order to
40 ensure that the system's resources and priorities are focused on enhancing
41 student learning.
- 42 • A vibrant and supportive school culture that values collegiality, diverse people
43 and perspectives, and constant improvement
- 44 • The promotion of collaborative relationships with parents and staff
45

46 **13.2** Assessments will be based upon direct observation of the **ATHLETIC**
47 **DIRECTOR'S** work, feedback received from parents, faculty, and other staff members,
48 as well as review of written material from the Superintendent office and the schools.

1 Additionally, the **ATHLETIC DIRECTOR** will receive informal feedback from the
2 Superintendent throughout the year as part of his/her ongoing supervision and
3 support.
4

5 **14.0 ENTIRE AGREEMENT**

6
7 This Contract embodies the whole agreement between the Superintendent and the
8 **ATHLETIC DIRECTOR** and supersedes all prior agreements between the parties. There are
9 no other inducements, promises, terms, conditions or obligations made or entered into by
10 either party other than those contained herein. This Contract may not be changed except by
11 a writing signed by the party against whom enforcement thereof is sought.
12

13 **15.0 WAIVER**

14
15 The parties agree that any waiver of any term or provision of this Agreement, by either party,
16 shall not be binding upon the parties unless said waiver is in writing and signed by both
17 parties.
18

19 **16.0 INVALIDITY**

20
21 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said
22 Agreement, but said remainder shall be binding and effective against all parties.
23

24 **17.0 CONSTRUCTION OF AGREEMENT**

25
26 This Agreement shall be executed in triplicate, each of which shall constitute an original and
27 shall be construed in accordance with the laws of the Commonwealth of Massachusetts as
28 they are in effect on the date of execution.
29


30 **18.0 APPROPRIATION**

31
32 The monetary provisions of this Contract are subject to approval and appropriation by the
33 Canton Annual Town Meeting. If approval or funding is withheld by the Canton Annual Town
34 Meeting, this contract will be immediately terminated, without further obligations by the Town of
35 Canton or the Canton Public Schools.
36

37 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in
38 triplicate this 19 day of June, 2019.
39

40 **FOR THE CPS by:**

Assented to by:

41
42 
43 _____
44 Jennifer Fischer-Mueller, Ed.D.
45 Superintendent of Schools
46

47 
48 _____
Daniel Erickson
ATHLETIC DIRECTOR