

**CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS**

**Data Specialist/DESE District Administrator**

**Contract of Employment**


1. **THIS AGREEMENT** is made the     day of     , 2019, by and between Jennifer Fischer-Mueller, the Superintendent of Schools ("Superintendent"), and Patricia Falcione. In consideration of the promises herein contained, the parties hereto mutually agree as follows:
2. **EMPLOYMENT**: The Superintendent hereby employs Patricia Falcione as a Data Specialist/DESE District Administrator ("Data Specialist") and the Data Specialist hereby accepts employment on the following terms and conditions.
3. **TERM**: The term of this Contract is for a period commencing July 01, 2019 and ending June 30, 2020.
4. **LOCATION OF WORK**: All work performed under the terms and conditions of this agreement shall be completed at either The Rodman Building, 960 Washington Street, Canton, MA 02021 or the William H. Galvin Middle School, 55 Pecunit Street, Canton, MA 02021 or an alternative location designated by the Superintendent.
5. **DUTIES**: Under the direction of the Superintendent, the Data Specialist shall perform faithfully, and to the best of her ability, the duties listed in the position job description, which is made a part of this contract.
6. **COMPENSATION**: Beginning July 01, 2019, the Data Specialist shall be paid an annual salary of twenty-eight thousand, five hundred (\$28,500) dollars. The Data Specialist will be paid twice annually, one-half in December, 2019 and one-half in June 2020.
7. **TERMINATION**: In the event that the Data Specialist desires to terminate this contract before the term of service shall have expired, the Data Specialist may do so by giving at least 90 days written notice of such intention to the Superintendent, with a time for such termination to be jointly established between the Data Specialist and the Superintendent.
  - a. The Superintendent may, with notice to the Data Specialist, terminate this contract at the Superintendent's sole discretion, with or without cause, within ninety days of its effective date.
  - b. The Superintendent may terminate this contract at any time during its term due to reduction in force or reorganization resulting from declining enrollment or other budgetary reasons.
  - c. Notwithstanding any provision to the contrary, the Superintendent may dismiss or demote the Data Specialist for good cause. As used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event this contract is terminated for good cause, the

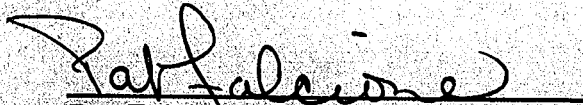
Data Specialist shall be so notified in writing. Upon request of the Data Specialist she may meet with the Superintendent to review the decision.

d. In the event this contract is terminated, any and all financial and other obligations by either party shall cease.

8. **ENTIRE AGREEMENT:** This Contract embodies the whole agreement between the Superintendent and the Data Specialist and supersedes all prior agreements between the parties. There are no other inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.
9. **WAIVER:** The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties unless said waiver is in writing and signed by both parties.
10. **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.
11. **CONSTRUCTION OF AGREEMENT:** This Agreement shall be executed in triplicate, each of which shall constitute an original and shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 27 day of August, 2019.

  
Jennifer Fischer-Mueller, Ed.D.  
Superintendent of Schools

  
Pat Falcione  
Data Specialist/DESE District Administrator  
August 26, 2019