

CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS

FACILITIES DIRECTOR
EMPLOYMENT CONTRACT

JULY 1, 2019 – June 30, 2022

This AGREEMENT is made this ____ day of _____, 2019, between Jennifer Fischer-Mueller, Superintendent of the Canton Public Schools, hereinafter referred to as the "Superintendent" and **Brian Lynch** hereinafter referred to as the "FACILITIES DIRECTOR".

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

THIS AGREEMENT is made by and between the **Canton Public Schools** (hereinafter referred to as the "CPS") and **Brian Lynch**.

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

1.0 EMPLOYMENT

CPS hereby employs **Brian Lynch** as **FACILITIES DIRECTOR** for the public schools of the Town of Canton, Massachusetts, and **Brian Lynch** (hereinafter referred to as the "FACILITIES DIRECTOR") hereby accepts such employment with the terms and conditions set forth below.

2.0 TERM OF AGREEMENT

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

3.0 COMPENSATION

3.1 The **FACILITIES DIRECTOR** shall be paid an annual salary at the rate of one hundred and ten thousand, five hundred, eleven (\$110,511.00) dollars for the period of July 1, 2019 - June 30, 2020. The Superintendent and the **FACILITIES DIRECTOR** shall meet at least ninety (90) days prior to July 1 of each subsequent year of the contract for the purpose of reviewing and establishing the **FACILITIES DIRECTOR'S** salary to take effect as of July 1 of the next contract year.

3.2 Longevity: The **FACILITIES DIRECTOR** shall be paid longevity based on the following schedule:

After completion of 5 Years	\$850
After completion of 10 Years	\$950

1	After completion of 15 Years	\$1,150
2	After completion of 20 Years	\$1,450

4.0 DUTIES and RESPONSIBILITIES

4.1 The **FACILITIES DIRECTOR** shall faithfully carry out the duties of his position in accordance with the provisions of the existing job description. The **FACILITIES DIRECTOR** recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of his position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the **CPS**.

4.2 The **FACILITIES DIRECTOR** may accept speaking, writing, lecturing or other engagements of a professional nature of a short-term duration, so long as they do not derogate from his duties as **FACILITIES DIRECTOR**. The **FACILITIES DIRECTOR** is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the Massachusetts State Ethics Statute. **FACILITIES DIRECTOR** absence from the district on a regular work day for the purpose of pursuing his personal professional interests, rather than the interests of the district, requires the approval of the Superintendent of Schools.

5.0 WORK YEAR/DAY

5.1 The **FACILITIES DIRECTOR 'S** work year will consist of 225 days, per a schedule approved by the Superintendent of Schools. The per diem rate is 1/225.

5.2 The **FACILITIES DIRECTOR 'S** position is a managerial position and the work day shall normally be a minimum of eight (8) hours and may be longer including evenings and weekends when the demands of the position require it. There is no overtime pay or compensatory time off in lieu of pay associated with this position.

6.0 LICENSES

The **FACILITIES DIRECTOR** shall furnish and maintain throughout the term of his Contract a valid and appropriate license as an Unrestricted Construction Supervisor in the Commonwealth as required by Massachusetts.

7.0 TERMINATION:

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

1 7.2 The Superintendent may terminate his contract at any time during its term due
2 to reduction in force or reorganization resulting from declining enrollment or other
3 budgetary reasons.
4

5 7.3 Notwithstanding any provision to the contrary, the Superintendent may dismiss the
6 **FACILITIES DIRECTOR**, and thus terminate his contract, for good cause. As used herein,
7 "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary,
8 irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system.
9 Prior to any dismissal for good cause, the Superintendent will notify the **FACILITIES**
10 **DIRECTOR** of the intended dismissal with an explanation of the grounds therefore and, if the
11 **FACILITIES DIRECTOR** so requests, will provide him with an opportunity for a meeting to
12 review the decision and to present information pertaining to its basis and to the employee's
13 status.
14

15 7.4 In the event his contract is terminated, any and all financial and other obligations
16 by either party under the contract shall cease.
17

18 **8.0 REIMBURSEMENT FOR EXPENSES/EQUIPMENT**

19

20 8.1 Expenses - Upon the approval of the Superintendent, the Superintendent agrees
21 to reimburse the **FACILITIES DIRECTOR** for reasonable expenses incurred and paid
22 by him/her in the execution of his/ her job **FACILITIES DIRECTOR**.
23

24 8.2 Professional Memberships – The Superintendent agrees to pay the **FACILITIES**
25 **DIRECTOR'S** membership dues for the MFAA and the CEFPI.
26

27 8.3 Cell Phone - The Superintendent shall provide the **FACILITIES DIRECTOR** and pay
28 the monthly expenses of a cell phone/PDA for the purpose of conducting school business
29 and the occasional, incidental personal business. At the conclusion of his term as
30 **FACILITIES DIRECTOR**, his equipment shall remain the property of the **CPS**. The
31 **FACILITIES DIRECTOR**, at his discretion, may choose to be reimbursed the flat sum of
32 \$50 per month towards the cost of his monthly cell phone bills. If so, the **FACILITIES**
33 **DIRECTOR** will not receive a District cell phone.
34

35 8.4 Office Technology - The **FACILITIES DIRECTOR 'S** office will be equipped with up-
36 to-date computer hardware and software to enable him/her to fulfill his responsibilities
37 as **FACILITIES DIRECTOR**.
38

39 8.5 Travel Allowance - In State Travel Allowance - The **FACILITIES DIRECTOR** will be
40 an amount not to exceed three hundred (\$300.00) per month for travel within the
41 Commonwealth of Massachusetts. Said sum shall be a reimbursement to the
42 **FACILITIES DIRECTOR** for travel expenses incurred and paid by his/ such as actual
43 mileage, tolls and public transportation costs. Reimbursement shall occur within a
44 reasonable period of time.
45

46 8.6 Out-of-State Conference Expenses – All requests for out-of-state conferences shall
47 be subject to advance approval of the Superintendent. Reimbursement for an annual

1 out-of-state conference will be at an amount not to exceed \$1,500, which will include
2 transportation, lodging, meals and registration.

3
4 **8.7 License Renewal** – CPS Agrees to pay the cost of the **FACILITIES DIRECTOR** to
5 renew his license required in condition 6.0 herein.

6
7 **8.8 Annual Physical Examination** – The **FACILITIES DIRECTOR** is required to have
8 an annual physical and shall be reimbursed up to \$150.00 of the cost.

9 **9.0 STATE RETIREMENT SYSTEM**

10
11 The **FACILITIES DIRECTOR** shall be a member of the Norfolk County Retirement System as
12 required by the General Laws of the Massachusetts, General Laws, Chapter 32, Section 2.

13 14 **10.0 INSURANCE BENEFITS**

15
16 The **FACILITIES DIRECTOR** shall be entitled to all insurance (medical, hospital, life, and
17 workman's compensation) benefits and all other fringe benefits currently available to teachers
18 and other administrators, such benefits not to be reduced unless expressly provided for in his
19 Contract or agreed upon in the future.

20 21 **11.0 (Intentionally left blank)**

22 23 **12.0 LEAVES**

24
25 **12.1 Sick Leave** – The **FACILITIES DIRECTOR** shall be entitled to fifteen (15) days of
26 sick leave during each year of his Contract. In addition to personal injury or illness, the
27 **FACILITIES DIRECTOR** may use a maximum of five (5) days of his accrued paid sick
28 leave each year for illness in his immediate family (spouse, child, parent, or relative living
29 within his household).

30
31 **12.2 Bereavement Leave** – In case of death during the school year of any member of the
32 **FACILITIES DIRECTOR'S** family (grandparent, grandchild, brother, sister, mother-in-law,
33 father-in-law, brother-in-law, and sister-in-law), no reduction of salary or reduction in
34 accumulated sick leave shall be made for absence not exceeding three (3) school days.
35 In case of death during the school year of the **FACILITIES DIRECTOR'S** spouse, parent,
36 child, or person living in the **FACILITIES DIRECTOR'S** household, no reduction of salary
37 or reduction in accumulated sick leave shall be made for absence not exceeding five (5)
38 school days. In case of death during the school year of the **FACILITIES DIRECTOR'S**
39 nephew, niece, or other relative not mentioned elsewhere in his Section, one (1) day's
40 leave without loss of pay or accumulated sick leave shall be granted on the day of the
41 funeral.

42
43 **12.3 Personal Leave-** The **FACILITIES DIRECTOR** shall be entitled to three (3) personal
44 days during each year of his contract.

1 **13.0 EVALUATION**

2
3 The **FACILITIES DIRECTOR** shall fulfill all aspects of this contract. He shall be evaluated
4 annually in writing by the Superintendent or his nominee. The evaluation will be based on
5 progress made in relationship to goals that are established each fall by the **FACILITIES**
6 **DIRECTOR** in conjunction with the Superintendent or his nominee.
7

8 **14.0 ENTIRE AGREEMENT**

9
10 This Contract embodies the whole agreement between the Superintendent and the **FACILITIES**
11 **DIRECTOR** and supersedes all prior agreements between the parties. There are no other
12 inducements, promises, terms, conditions or obligations made or entered into by either party
13 other than those contained herein. This Contract may not be changed except by a writing
14 signed by the party against whom enforcement thereof is sought.
15

16 **15.0 WAIVER**

17
18 The parties agree that any waiver of any term or provision of this Agreement, by either party,
19 shall not be binding upon the parties unless said waiver is in writing and signed by both parties.
20

21 **16.0 INVALIDITY**

22
23 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said
24 Agreement, but said remainder shall be binding and effective against all parties.
25

26 **17.0 CONSTRUCTION OF AGREEMENT**

27
28 This Agreement shall be executed in triplicate, each of which shall constitute an original and
29 shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they
30 are in effect on the date of execution.
31

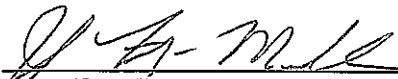
32 **18.0 APPROPRIATION**

33
34 The monetary provisions of this Contract are subject to approval and appropriation by the Canton
35 Annual Town Meeting. If approval or funding is withheld by the Canton Annual Town Meeting, this
36 contract will be immediately terminated, without further obligations by the Town of Canton or the
37 Canton Public Schools.
38

39 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in
40 triplicate this 31 day of May, 2019.
41

42 **FOR THE CPS by:**

Assented to by:

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

 5/31/19

Brian Lynch
Facilities Director