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**CANTON PUBLIC SCHOOLS**

**Employment Contract for Superintendent of Schools**  
**(07-01-2018 – 06-30-2023)**

**THIS AGREEMENT** is made by and between the Canton School Committee (hereinafter referred to as the "Committee") and Jennifer Fischer-Mueller.

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

**1.0 EMPLOYMENT**

The Committee hereby employs Jennifer Fischer-Mueller as Superintendent of Schools for the public schools of the Town of Canton, Massachusetts, and Jennifer Fischer-Mueller (hereinafter referred to as the "Superintendent") hereby accepts such employment with the terms and conditions set forth below.

**2.0 TERM of AGREEMENT**

**2.1** The Superintendent shall be employed commencing on July 1, 2018 and continuing until June 30, 2023. The Committee may, by specific action and with the consent of the Superintendent, extend the termination date of the existing contract to the full extent permitted by state law.

**3.0 COMPENSATION**

**3.1** The Superintendent shall be paid an annual salary as set forth on attachment A.

**3.2** Longevity – The Superintendent shall be paid longevity pay, in the amount of Five Thousand, Five Hundred (\$5,500) Dollars, after the completion of Five (5) years, in each year of the contract.

**4.0 DUTIES and RESPONSIBILITIES**

**4.1** The Superintendent shall faithfully perform the duties as are derived from all applicable federal, state, local laws and by-laws and from the job description, policies, and regulations of the Massachusetts Department of Elementary and Secondary Education, Board of Education and the Committee. The Superintendent 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 her duties as Superintendent. The Superintendent is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the Massachusetts State Ethics Statute. The Superintendent's absence from the district on a regular work day for the purpose of

1 pursuing her personal professional interests, rather than the interests of the district,  
2 requires the approval of the Chairperson of the Committee.

3  
4 **5.0 WORK YEAR**

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6 **5.1** The work year shall be on a twelve (12) month basis and the Superintendent  
7 shall devote whatever time including evenings and/or weekends as may be required to  
8 perform the duties of Superintendent of Schools.

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10  
11 **6.0 LICENSES**

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13 **6.1** The Superintendent shall furnish and maintain throughout the term of this  
14 Contract a valid and appropriate license for the position of Superintendent of Schools in  
15 the Commonwealth as required by Massachusetts General Laws Chapter 71, Section  
16 38G.

17  
18 **7.0 ADMINISTRATION and SUPERVISION of SCHOOL DISTRICT**

19  
20 **7.1** The Superintendent shall function as the chief executive officer of the school  
21 district and shall have complete freedom, subject to law and any legally binding  
22 contracts and policies of the Committee, to organize, reorganize and arrange the  
23 administrative and supervisory staff in such way as in the Superintendent's judgment  
24 best serves the school district. The administration of instruction and all business affairs  
25 shall include the responsibility for selection, placement and transfer of personnel, which  
26 shall be vested in the Superintendent and her staff, unless otherwise provided by law.

27  
28 **7.2** The Committee, individually and collectively, shall refer criticisms, complaints  
29 and suggestions brought to its attention to the Superintendent for study and  
30 recommendation, as appropriate to the circumstances.

31  
32 **8.0 REIMBURSEMENT for EXPENSES, EQUIPMENT and ADDITIONAL**  
33 **COMPENSATION**

34  
35 **8.1 Expenses** - Upon the approval of the Chairperson, the Committee agrees to  
36 reimburse the Superintendent for reasonable expenses incurred and paid by her in the  
37 execution of her job as Superintendent.

38  
39 **8.2 Professional Memberships** - The Committee shall pay the Superintendent's  
40 dues for membership in the Massachusetts Association of School Superintendents  
41 (MASS), the American Association of School Administrators (AASA), the Association for  
42 Supervision and Curriculum Development (ASCD) and any other professional association  
43 that the parties mutually agree on.

1           **8.3 Cell Phone** - The Committee shall provide the Superintendent and pay the  
2 monthly expenses of a cell phone/PDA for the purpose of conducting school business and  
3 the occasional, incidental personal business. At the conclusion of her term as  
4 Superintendent, this equipment shall remain the property of the Canton Public Schools.

5  
6           **8.4 Office Technology** - The Superintendent's office will be equipped with up-to-  
7 date computer hardware and software to enable her to fulfill her responsibilities as  
8 Superintendent. This equipment shall include a laptop, which the Superintendent is free to  
9 use outside of her office, including at her home. At the conclusion of her term as  
10 Superintendent, this office equipment, including the laptop, shall remain the property of the  
11 Canton Public Schools.

12  
13           **8.5 Disability Insurance** - The Committee shall contribute One Thousand, Three  
14 Hundred, Eight (\$1,308.00) dollars per Contract Year toward the purchase of long-term  
15 disability insurance.

16  
17           **8.6 Intentionally Left Blank**

18  
19           **8.7 Life Insurance** - The Committee shall contribute One Thousand, Five  
20 Hundred, Ninety (\$1,590.00) dollars per Contract Year toward the purchase of term or  
21 whole life insurance.

22  
23           **8.8 Annuity** - In addition to the Superintendent's regular compensation, the  
24 Committee shall provide an annual lump sum payment of Seven Thousand, Five  
25 Hundred (\$7,500) dollars to the Superintendent for a contribution to an annuity contract  
26 consistent with M.G.L. c. 71, § 37B and 403(b) of the IRS Code. This amount will  
27 increase by Two Thousand, Five Hundred (\$2,500.00) Dollars during each year of the  
28 contract. The Superintendent may add her own contribution to the compensation paid  
29 by the Committee.

## 30 31 **9.0 STATE RETIREMENT SYSTEM**

32  
33           **9.1** The Superintendent shall be a member of the Massachusetts Teachers'  
34 Retirement System (MTRS) as required by the General Laws of the Massachusetts,  
35 General Laws, Chapter 32, Section 2.

## 36 37 **10.0 PERIODIC EXAMINATION**

38  
39           **10.1** Whenever the Committee deems appropriate, the Committee may require  
40 the Superintendent to undergo a medical and/or psychological examination to be  
41 conducted by a medical doctor (M.D.) of the Committee's own choosing to determine  
42 the Superintendent's ability to perform the essential functions of her position, provided  
43 the Committee pays for the cost of said examination to the extent it is not covered by a  
44 health insurance program offered by the Town of Canton. The Superintendent's failure  
45 to cooperate in any such examination shall be "good cause" for dismissal.

1  
2 **11.0 INSURANCE BENEFITS**  
3

4 **11.1** The Superintendent shall be entitled to all insurance (medical, hospital, life,  
5 and workman's compensation) benefits and all other fringe benefits currently available  
6 to teachers and other administrators, such benefits not to be reduced unless expressly  
7 provided for in this Contract or agreed upon in the future.  
8

9  
10 **12.0 ANNUAL VACATION AND HOLIDAYS**  
11

12 **12.1** The Superintendent shall receive Twenty Five (25) working days of vacation,  
13 which shall be credited on the first day of each contract year, to be taken in the year in  
14 which it is earned or the succeeding year. In the event that this Contract is terminated for  
15 any reason prior to its expiration date, the Superintendent's vacation entitlement in the  
16 year of termination shall be deemed earned pro rata on a monthly basis. A maximum of  
17 ten (10) vacation days may be carried over into the following contract year; any additional  
18 unused vacation days shall be deemed waived unless approved beforehand by the  
19 Committee chairperson. In addition to said vacation days, the Superintendent shall be  
20 entitled to leave with pay on each holiday recognized by the Commonwealth of  
21 Massachusetts or the Committee. The Superintendent's use of vacation time is subject to  
22 the Committee Chairperson's approval, which shall not be unreasonably withheld.  
23

24 **12.2** Upon termination of employment, retirement, or death, all unused vacation  
25 leave (subject to maximum of ten (10) days carry over permitted by Article 12.1) will be  
26 paid based on 1/260 of the Superintendent's salary as of the last year of employment.  
27

28 **12.3** The Superintendent may cash in up to Ten (10) vacation days each year at  
29 her per diem rate. For purposes of this and all other provisions of this contract, the per  
30 diem rate shall be calculated by dividing the annual salary by 260.  
31

32  
33 **13.0 LEAVES**  
34

35 **13.1 Sick Leave** – The Superintendent shall be entitled to fifteen (15) days of  
36 sick leave during each year of this Contract. Sick leave shall be accumulated up to a  
37 maximum of one hundred eighty (180) days. Notwithstanding the above, effective July  
38 1, 2016, the Superintendent will be credited with sixty (60) days of sick leave until such  
39 time as he has had an opportunity under the terms of this Contract, or any successor  
40 Contract, to accrue such number of days. In addition to personal injury or illness, the  
41 Superintendent may use a maximum of ten (10) days of her accrued paid sick leave  
42 each year for illness in her immediate family (spouse, child, parent, or relative living  
43 within her household).

44 **13.2 Bereavement Leave** – In case of death during the school year of any  
45 member of a Superintendent's family (grandparent, grandchild, brother, sister, mother-  
46 in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or

1 reduction in accumulated sick leave shall be made for absence not exceeding three (3)  
2 school days. In case of death during the school year of a Superintendent's spouse,  
3 parent, child, or person living in the Superintendent's household, no reduction of salary  
4 or reduction in accumulated sick leave shall be made for absence not exceeding five (5)  
5 school days. In case of death during the school year of a Superintendent's nephew,  
6 niece, or other relative not mentioned elsewhere in this Section, one (1) day's leave  
7 without loss of pay or accumulated sick leave shall be granted on the day of the funeral.  
8

9 **13.3 Personal Leave-** The Superintendent shall be entitled to three (3) personal  
10 days during each year of her contract. Any unused personal leave at the end of each  
11 contract year will be added to accrued sick days.  
12

## 13 **14.0 EVALUATION**

14  
15 **14.1** Within 90 days of the execution of this Contract, the parties shall meet to  
16 establish Committee goals and objectives for the ensuing school year. Said goals and  
17 objectives shall be reduced to writing and be among the criteria by which the  
18 Superintendent is evaluated as hereafter provided. On or prior to September first of  
19 each succeeding school year, the parties will meet to establish goals and objectives in  
20 the same manner and with the same effect as heretofore described.  
21

22 **14.2** The Committee shall evaluate and assess in writing the performance of the  
23 Superintendent at least once per year during the term of this Contract. The evaluation  
24 and assessment shall be reasonably related to the position description of the  
25 Superintendent and the goals and objectives set by the Committee for the year in  
26 question.  
27

## 28 **15.0 PERFORMANCE**

29  
30 **15.1** The Superintendent shall fulfill all aspects of this Contract. Any exceptions  
31 thereto shall be by mutual agreement between the Committee and the Superintendent  
32 and must be so noted in writing.  
33

## 34 **16.0 INDEMNIFICATION**

35  
36 **16.1** The School Committee shall indemnify the Superintendent as required by  
37 law. In addition, the Committee (or Town if applicable), at its discretion, may further  
38 indemnify the Superintendent as permitted by law.  
39

## 40 41 42 **17.0 TERMINATION**

43  
44 In the event this Contract is terminated, any and all financial and other  
45 obligations of either party under this Contract shall cease. This Contract shall be  
46 terminated as follows:

1           **17.1 Mutual Agreement** – This Contract may be terminated at any time by mutual  
2 agreement of the parties.

3  
4           **17.2 Resignation** – In the event that the Superintendent desires to terminate this  
5 Contract before the term of service shall have expired, the Superintendent may do so by  
6 giving at least 120 days written notice of such intention to the School Committee, with a  
7 time for such termination to be jointly established between the Superintendent and the  
8 School Committee.

9  
10           **17.3 Dismissal for Cause**-. Notwithstanding any provision to the contrary, the  
11 Committee may dismiss or suspend the Superintendent for good cause at any time  
12 during the term of this Agreement. Prior to any such dismissal or suspension, the  
13 Superintendent shall receive written notice of Committee’s intent to act, with an  
14 explanation of the grounds therefore in sufficient detail to allow the Superintendent to  
15 respond. If the Superintendent so requests, he will be given a reasonable opportunity  
16 within fifteen days of the notice to review the decision with the Committee, at which  
17 meeting the Superintendent may be represented by an attorney or other representative  
18 (at her own expense) and may present information pertaining to the bases of the  
19 decision and the Superintendent’s status. Such meeting will be held in executive  
20 session to the extent permitted by applicable law. “Good cause” shall mean any  
21 grounds put forth by the Committee which are not arbitrary, irrational, unreasonable, in  
22 bad faith or irrelevant to the sound operation of the school system

23  
24           **17.4 Disability** – In the event of disability by illness or incapacity, the Committee  
25 may terminate this Contract by written notice to the Superintendent at any time after the  
26 Superintendent (a) has exhausted any accumulated sick leave and such other leave as  
27 may be available, and (b) has been absent from her or her employment, for whatever  
28 cause, for 180 days within any 12 month period or for 90 consecutive days. If a  
29 question arises concerning the capacity of the Superintendent to return to her or her  
30 duties, the Committee may exercise its option under Section 10.1 to require the  
31 Superintendent to submit to a medical examination.

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33           **17.5 By Death of the Superintendent**

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36           **18.0 ADMINISTRATIVE LEAVE**

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38           **18.1** At any time during the term of this Contract when the Committee  
39 Chairperson deems it in the best interest of the district, he or she may place the  
40 Superintendent on administrative leave with full pay and benefits. Such administrative  
41 leave shall continue until the Committee as a whole meets and decides otherwise.

42  
43           **19.0 ENTIRE AGREEMENT**

44  
45           **19.1** This Contract embodies the whole agreement between the Committee and  
46 the Superintendent and supersedes all prior agreements between the parties. There

1 are no other inducements, promises, terms, conditions or obligations made or entered  
2 into by either party other than those contained herein. This Contract may not be  
3 changed except by a writing signed by the party against whom enforcement thereof is  
4 sought.

5  
6 **20.0 WAIVER**

7  
8 **20.1** The parties agree that any waiver of any term or provision of this  
9 Agreement, by either party, shall not be binding upon the parties unless said waiver is in  
10 writing and signed by both parties.

11  
12 **21.0 INVALIDITY**

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14 **21.1** If any paragraph or part of this Agreement is invalid, it shall not affect the  
15 remainder of said Agreement, but said remainder shall be binding and effective against  
16 all parties.

17  
18 **22.0 CONSTRUCTION OF AGREEMENT**

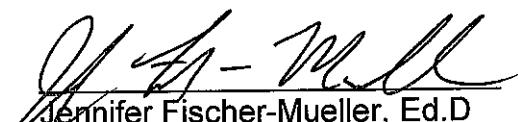
19  
20 **22.1** This Agreement shall be executed in triplicate, each of which shall  
21 constitute an original and shall be construed in accordance with the laws of the  
22 Commonwealth of Massachusetts as they are in effect on the date of execution.

23  
24  
25 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement  
26 in triplicate this 24 day of MAY 2019.

27  
28  
29 **For the CANTON SCHOOL COMMITTEE by:**

30  
31   
32 \_\_\_\_\_  
33 Kristin Mirliani, Chairperson of the Committee

**Agreed and Assented to by:**

34  
35   
Jennifer Fischer-Mueller, Ed.D  
Superintendent

1 Attachment A (Revised - 5/3/2019)  
2  
3 Jennifer Fischer-Mueller  
4 Employment Contract Salary Schedule  
5 07-01-2018 - 06-30-2023

6	7	8	9	10	11	12	13
	Contract	Dates	% Salary	Annual Salary			
	Year		Increase*				
9	1	07-01-2018 - 06-30-2019		\$201,786			
10	2	07-01-2019 - 06-30-2020	2.00%	\$207,046			
11	3	07-01-2020 - 06-30-2021	2.00%	\$211,187			
12	4	07-01-2021 - 06-30-2022	2.00%	\$215,410			
13	5	07-01-2022 - 06-30-2023	2.00%	\$219,719			

14  
15 \*If, at any time during the term of the contract the % salary increase in the Canton  
16 Teachers Association ("CTA") agreement exceeds 2.00%, the School Committee  
17 agrees to adjust the Superintendent's compensation using the % salary increase in the  
18 CTA agreement.