

**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**INTERIM STUDENT SERVICES COORDINATOR-TEAM CHAIRPERSON
EMPLOYMENT CONTRACT**

This AGREEMENT is made this ____ day of _____, 2019, between the Canton Public Schools ("Employer"), acting through its Superintendent ("Superintendent"), and **Julie Fogel** In CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. EMPLOYMENT:

The Canton Public Schools hereby employs **Julie Fogel** as a Interim Student Services Coordinator-Team Chairperson at Canton High School, and **Julie Fogel** (hereinafter referred to as the "Student Services Coordinator-Team Chairperson") hereby accepts such employment subject to the terms and conditions hereinafter provided.

2. TERM:

The Student Services Coordinator-Team Chairperson shall be employed for a period of one (1) year, commencing on September 1, 2019 through August 31, 2020. The Student Services Coordinator-Team Chairperson shall have the right of first refusal to return to a position under the direction of the Director of Student Services with similar responsibilities to the role contemplated by this contract.

3. COMPENSATION:

The Employer agrees to pay the Student Services Coordinator-Team Chairperson in consideration of the faithful, diligent and competent performance of her duties and responsibilities as Student Services Coordinator-Team Chairperson a salary of ninety-thousand, (\$90,000.00) dollars for the period of September 1, 2019 to August 31, 2020.

4. DUTIES:

The Student Services Coordinator-Team Chairperson shall faithfully carry out the duties of her position in accordance with the provisions of the existing job description. The Student Services Coordinator-Team Chairperson recognizes that her responsibilities and conduct are not determined by prescribed hours and conditions and will perform the directed and implied duties of her position as determined by the Superintendent and will expend the time and effort necessary to effectively achieve the goals and purposes of the Canton Public Schools.

5. WORK YEAR:

- a) The position requires 195 days of work, which shall include all days that school is in session, 5 days before the start of school and 5 days immediately following the end of the school year, unless otherwise approved by the Superintendent. The additional days will be scheduled in consultation with the Director of Student Services.
- b) If any additional days, over and above those set forth herein, are worked by the Student Services Coordinator-Team Chairperson, as requested by the Director of Student Services, the Student Services Coordinator-Team Chairperson will be paid at a per diem rate of 1/195 of her then in place base salary.

6. LICENSURE:

The Student Services Coordinator-Team Chairperson shall furnish and maintain throughout the term of this contract a valid and appropriate certificate/license as required by Massachusetts General Laws Chapter 71, Section 38G.

7. TERMINATION:

A. The initial ninety (90) day period of the term of the contract shall be a probationary period during which the Student Services Coordinator-Team Chairperson may be dismissed with or without cause.

B. In the event that the Student Services Coordinator-Team Chairperson desires to terminate this contract before the term of service shall have expired, she 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 Student Services Coordinator-Team Chairperson and the Superintendent and confirmed in writing.

C. 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.

D. Notwithstanding any provision to the contrary, the Superintendent may dismiss the Student Services Coordinator-Team Chairperson, and thus terminate this contract, 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. Prior to any dismissal for good cause, the Superintendent will notify the Student Services Coordinator-Team Chairperson of the intended dismissal with an explanation of the grounds therefore and, if the Student Services Coordinator-Team Chairperson so requests, will provide her with an opportunity for a meeting to review the decision and to present information pertaining to its basis and to the employee's status.

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

8. REIMBURSEMENT OF EXPENSES:

The Employer may, at the Superintendent's discretion, reimburse the Student Services Coordinator-Team Chairperson for expenses incurred in attendance at local, state, and national meetings. Professional Development expenses will be reimbursed at the discretion of the Director of Student Services. Mileage reimbursement, as approved by the Director of Student Services, will be paid at the current IRS rate. All other expense reimbursements shall be at the sole discretion of the Superintendent of Schools or her designee.

9. STATE RETIREMENT ASSOCIATION:

The Student Services Coordinator-Team Chairperson shall be a member of the Massachusetts Teachers' Retirement System as required by the Massachusetts General Laws.

10. INSURANCE BENEFITS

The Student Services Coordinator-Team Chairperson shall be entitled to all insurance (medical, hospital, life, and workman's compensation) benefits and all other fringe benefits currently available to teachers and other administrators, such benefits not to be reduced unless expressly provided for in her contract or agreed upon in the future.

11. (Intentionally Left Blank)

12. LEAVES

12.1 Sick Leave – The Student Services Coordinator-Team Chairperson shall be entitled to fifteen (15) days of sick leave during each year of her Contract. In addition to personal injury or illness, the Student Services Coordinator-Team Chairperson may use a maximum of five (5) days of her accrued paid sick leave each year for illness in her immediate family (spouse, child, parent, or relative living within her household).

12.2 Bereavement Leave – In case of death during the school year of any member of the Student Services Coordinator-Team Chairperson's family (grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding three (3) school days. In case of death during the school year of the Student Services Coordinator-Team Chairperson's spouse, parent, child, or person living in the Student Services Coordinator-Team Chairperson's household, no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding five (5) school days. In case of death during the school year of the Student Services Coordinator-Team Chairperson's nephew, niece, or other relative not mentioned elsewhere in her section, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

12.3 Personal Leave- The Student Services Coordinator-Team Chairperson shall be entitled to three (3) personal days during each year of her contract.

13. EVALUATION/PERFORMANCE:

The Student Services Coordinator-Team Chairperson shall fulfill all aspects of this contract. She shall be evaluated annually in writing by the Director of Student Services. Evaluation will be based on progress made in relationship to goals that are established each fall by the Student Services Coordinator-Team Chairperson in conjunction with the Director. Performance evaluation will also be determined in relationship to indicators of effective instructional, organizational and administrative leadership (These will be outlined in more detail as we develop a common understanding of these parameters). The key qualities/evidence that the Superintendent will expect to find through the evaluation process are/is:

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

Assessments will be based upon direct observation of the Student Services Coordinator-Team Chairperson's work, feedback received from parents, faculty, and other staff members, as well as review of written material from the Student Services Coordinator-Team Chairperson's office and the schools. Additionally, the Student Services Coordinator-Team Chairperson will receive informal feedback from the Director throughout the year as part of her ongoing supervision and support.

14. ENTIRE AGREEMENT

This Contract embodies the whole agreement between the Superintendent and the Student Services Coordinator-Team Chairperson 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.

15. 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.

16. 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.

17. 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.

18. APPROPRIATION

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

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this day of , 2019.

FOR THE CPS by:



Jennifer Fischer-Mueller, Ed,D
Superintendent of Schools

Assented to by:



Julie Fogel
Interim Student Services Coordinator-
Team Chairperson