

CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS

High School Technology Specialist
Contract of Employment
July 1, 2019 – June 30, 2022

THIS AGREEMENT is made by and between the Canton Public Schools, represented by the Superintendent of Schools, hereinafter referred to as the "Superintendent," and James Duncan, hereinafter referred to as the "High School Technology Specialist."

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT**: The Superintendent hereby employs James Duncan, as High School Technology Specialist for the Canton Public Schools, and he hereby accepts employment on the terms and conditions herein.
2. **TERM OF AGREEMENT**: The High School Technology Specialist shall be employed for the period commencing July 1, 2019 to June 30, 2022. The Superintendent and the High School Technology Specialist provided either has notified the other in writing of their desire to commence negotiations for a successor agreement, will endeavor to reach agreement on a successor contract on or before July 1 of each contract year. For purposes of this Agreement, the anniversary date shall be considered to be July 1 of each year.
3. **COMPENSATION**: The Superintendent agrees to pay the High School Technology Specialist, in consideration of the faithful, diligent and competent performance of his duties and responsibilities as High School Technology Specialist a total annual salary of seventy one thousand, two hundred thirteen (\$71,213) dollars for the period of July 1, 2019 to June 30, 2020. The Superintendent and the High School Technology Specialist 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 High School Technology Specialist's salary to take effect as of July 1 of the next contract year.
4. **DUTIES**: The High School Technology Specialist shall perform faithfully his duties. He shall devote his time, skill, labor, and attention to said employment during the term of this Agreement. This is a salaried managerial position and the workday shall normally be a minimum of eight (8) hours exclusive of lunch and will 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. The High School Technology Specialist by agreement with the Superintendent, may undertake consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as they do not derogate from his duties as High School Technology Specialist.

5. **WORK YEAR:** The position requires 205 days, which shall include all days that school is in session unless otherwise approved by the Superintendent. If the High School Technology Specialist works any additional days, as requested by the Superintendent of Schools or her designee, the High School Technology Specialist will be paid at a per diem rate of 1/205. The per diem rate for this position shall be 1/205 of the annual salary.

6. **TERMINATION:**
 - A. The Superintendent may dismiss the High School Technology Specialist at any time prior to the expiration date of this Agreement for inefficiency, incapacity, conduct unbecoming a High School Technology Specialist, insubordination, or other good cause after due notice and a hearing. Subject to review by a court of competent jurisdiction in accordance with state law, a dismissal by the Superintendent shall sever any and all rights that the High School Technology Specialist shall have under this Agreement for the balance of the contract period subsequent to the dismissal, including, without limitation, any claim to compensation.
 - B. In the event that the High School Technology Specialist desires to terminate this Agreement before his term of service shall have expired, he may do so by giving at least 90 calendar days' notice of his intention to the Superintendent or such other notice as is mutually agreed to by the parties in writing.

7. **PROFESSIONAL DAYS:** The High School Technology Specialist shall be allowed three (3) professional days per year. The High School Technology Specialist shall not be compensated for any unused days. Additional days may be allowed at the discretion of the Superintendent. The High School Technology Specialist shall not receive monetary compensation or other thing of value for consulting work, speaking engagements, writing, lecturing, or other activity beyond his professional obligations to the Canton Public Schools if it is performed on school time or on professional days.

8. **PERSONAL BUSINESS DAYS:** The High School Technology Specialist will be entitled to three (3) personal business days per work year, without loss of pay, subject to advance approval by the Superintendent.

9. **REIMBURSEMENT OF EXPENSES:** The Superintendent may, at his/her own discretion, reimburse the High School Technology Specialist for expenses incurred in attendance at local, state, and national meetings.

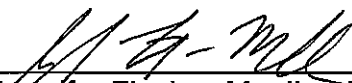
10. **STATE RETIREMENT ASSOCIATION:** The High School Technology Specialist shall be a member of the Norfolk County Retirement System as required by law.

11. **FRINGE BENEFITS:** The High School Technology Specialist shall be entitled to all insurance (medical, hospital, dental, and life) benefits currently available to Town employees generally.

12. **SICK LEAVE POLICY**: The High School Technology Specialist may earn sick leave at the rate of fifteen (15) days per year which shall be credited on July 1st of each contract year. This may be accumulated without limit.
13. **BEREAVEMENT LEAVE**: In case of death during the work year of any member of an employee's family (grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding three (3) work days. In case of death during the work year of an employee's spouse, parent, child or relative living with the family, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) workdays. In case of death during the work year of an employee's nephew, niece, or other relative not mentioned elsewhere in this Article, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.
14. **EVALUATION/PERFORMANCE**: The High School Technology Specialist shall fulfill all aspects of this contract. He shall be evaluated annually by the Technology Administrator.
15. **ENTIRE AGREEMENT**: This Contract embodies the whole agreement between the Superintendent and the High School Technology 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.
16. **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.
17. **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.
18. **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.
19. **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.

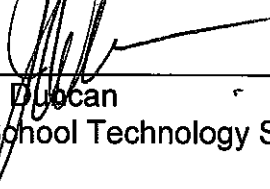
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this day of , 2019.

FOR THE CANTON PUBLIC SCHOOLS by:



Jennifer Fischer-Mueller, Ed.D
Superintendent of Schools

Agreed and Accepted to by:



James D. Duncan
High School Technology Specialist