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CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS
DIRECTOR OF TECHNOLOGY AND DIGITAL LEARNING

JULIANNE K. SHORE

JULY 1, 2019 THROUGH JUNE 30, 2022

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THIS AGREEMENT is made by and between the Canton School Committee (hereinafter referred to as the "Committee") and Julianne K. Shore.

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

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1.0 EMPLOYMENT

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The Committee hereby employs Julianne K. Shore as Director of Technology and Digital Learning for the public schools of the Town of Canton, Massachusetts, and Julianne K. Shore (hereinafter referred to as the "Director") hereby accepts such employment with the terms and conditions set forth below.

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2.0 TERM OF AGREEMENT

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The 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.

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3.0 COMPENSATION

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The Director shall be paid an annual salary at the rate of one hundred twenty-five thousand (\$125,000) dollars for the period of July 1, 2019 - June 30, 2020. The Superintendent and the 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 Director of Technology and Digital Learning's salary to take effect as of July 1 of the next contract year.

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4.0 DUTIES and RESPONSIBILITIES

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The Director 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 Director may accept speaking, writing, lecturing, consulting or other engagements of a professional nature of a short-term duration, so long as they do not derogate from her duties as Director and is pre-approved by the Superintendent. The Director is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the Massachusetts State Ethics Statute.

1 **5.0 WORK YEAR**

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3 The work year shall be on a twelve (12) month basis and the Director shall devote whatever
4 time including evenings and/or weekends as may be required to perform the duties as Director.

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6 **6.0 LICENSES**

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8 The Director shall furnish and maintain throughout the term of this Contract a valid and
9 appropriate license for the position of Director of Schools in the Commonwealth as required by
10 Massachusetts General Laws Chapter 71, Section 38G.

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12 **7.0 INTENTIONALLY LEFT BLANK**

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14 **8.0 REIMBURSEMENT FOR EXPENSES/EQUIPMENT**

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16 **8.1 Expenses** - Upon the approval of the Superintendent, the Superintendent agrees to
17 reimburse the Director for reasonable expenses incurred and paid by her in the execution of
18 her job as Director.

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20 **8.2 Professional Memberships** – The Director shall be reimbursed up to four hundred, fifty
21 (\$450) dollars a year for dues paid to professional organizations.

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23 **8.3 Cell Phone** - The Superintendent shall provide the Director and pay the monthly
24 expenses of a cell phone/PDA for the purpose of conducting school business and the
25 occasional, incidental personal business. At the conclusion of her term as Director, her
26 equipment shall remain the property of the **CPS**. The Director, at her discretion, may
27 choose to be reimbursed the flat sum of \$50 per month towards the cost of her monthly cell
28 phone bills. If so, the Director will not receive a District cell phone.

29
30 **8.4 Office Technology** - The Director's office will be equipped with up-to-date computer
31 hardware and software to enable her to fulfill her responsibilities as Director. Her equipment
32 shall include a laptop, which the Director is free to use outside of her office, including at her
33 home. At the conclusion of her term as Director her office equipment, including the laptop,
34 shall remain the property of the **CPS**.

35
36 **8.5 Travel Allowance** – The Director will be reimbursed an amount not to exceed five
37 hundred (\$500.00) dollars for travel within the Commonwealth of Massachusetts. Said
38 sum shall be a reimbursement to the Director for travel expenses incurred and paid by
39 her such as actual mileage, tolls and public transportation costs. Reimbursement shall
40 occur within a reasonable period.

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42 **8.6 Tuition Reimbursement** – The Director shall be reimbursed up to two thousand five
43 hundred (\$2,500) dollars annually for tuition for graduate courses she has completed ,
44 pre-approved by the Superintendent or her designee, at an accredited college or
45 university, so long as such courses are relevant to enhancing the knowledge and skills
46 necessary to her role as Director and she has received a grade of B or better.

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48 **8.7 Out-of-State Conference Expenses** – All requests for out of state conferences shall
49 be subject to advance approval of the Superintendent.

1 **9.0 STATE RETIREMENT SYSTEM**

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3 The Director shall be a member of the Massachusetts Teachers' Retirement System (MTRS) as
4 required by the General Laws of the Massachusetts, General Laws, Chapter 32, Section 2.
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6 **10.0 PERIODIC EXAMINATION**

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10 **11.0 INSURANCE BENEFITS**

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12 The Director shall be entitled to all insurance (medical, hospital, life, disability and workman's
13 compensation) benefits and all other fringe benefits currently available to teachers and other
14 administrators, such benefits not to be reduced unless expressly provided for in this Contract or
15 agreed upon in the future.
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17 **12.0 ANNUAL VACATION AND HOLIDAYS**

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19 **12.1** The Director shall receive twenty five (25) working days of vacation, which shall be
20 credited on the first day of the contract year, to be taken in the year in which it is earned. In
21 the event that this Contract is terminated for any reason prior to its expiration date, the
22 Director's vacation entitlement in the year of termination shall be deemed earned pro rata
23 on a monthly basis. In addition to said vacation days, the Director shall be entitled to leave
24 with pay on each holiday recognized by the Commonwealth of Massachusetts or the
25 Committee. The Director's use of vacation time is subject to the Superintendent's approval,
26 which shall not be unreasonably withheld.
27

28 **12.2** The Director may buy back (cash in) up to five (5) unused vacation days each year at
29 her per diem rate. For purposes of t and all other provisions of this contract, the per diem
30 rate shall be calculated by dividing the annual salary by 260.
31

32 **12.3** Upon termination of this agreement, retirement, or death, all unused vacation leave
33 up to five (5) days will be paid to the Director based on 1/260 of the Director's salary.
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35 **13.0 LEAVES**

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37 **13.1 Sick Leave** – The Director shall be entitled to fifteen (15) days of sick leave during
38 the year of this Contract. In addition to personal injury or illness, the Director may use a
39 maximum of five (5) days of her accrued paid sick leave for illness in her immediate
40 family (spouse, child, parent, or relative living within her household). Additionally, the
41 Director shall be entitled to fifteen (15) days of additional sick leave, for herself or
42 immediate family, as defined herein, to be used only in the event of an extended illness
43 or injury requiring consecutive days out of work.
44

45 **13.2 Bereavement Leave** – In case of death during the school year of any Director's
46 spouse, parent, child, or person living in the Director, no reduction of salary or reduction
47 in accumulated sick leave shall be made for absence not exceeding five (5) school days.
48 In case of death during the school year of the Director nephew, niece, or other relative
49 not mentioned elsewhere in this Section, one (1) day's leave member of the Director's

1 family (grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-
2 law, and sister-in-law), no reduction of salary or reduction in accumulated sick leave shall
3 be made for absence not exceeding three (3) school days. In case of death during the
4 school year of the Interim without loss of pay or accumulated sick leave shall be granted
5 on the day of the funeral.
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7 **13.3 Personal Leave-** The Director shall be entitled to three (3) personal days during
8 each year of her contract.
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10 **14.0 EVALUATION**

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12 Evaluation of the Director shall follow the regulations defined in the MA Educator Evaluation
13 process.
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15 **15.0 PERFORMANCE**

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17 The Director shall fulfill all aspects of this Contract. Any exceptions thereto shall be by mutual
18 agreement between the Director and the Superintendent and must be so noted in writing.
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20 **16.0 INDEMNIFICATION**

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22 The School Committee shall indemnify the Director as required by law. In addition, the
23 Committee (or Town if applicable), at its discretion, may further indemnify the Director as
24 permitted by law.
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26 **17.0 TERMINATION**

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28 17.1 In the event that The Director desires to terminate her contract before the term of
29 service shall have expired, she may do so by giving at least ninety (90) days written
30 notice of such intention to the Superintendent, with a time for such termination to be
31 jointly established between the Director and the Superintendent and confirmed in writing.
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33 17.2 The Superintendent may terminate her contract at any time during its term due to
34 reduction in force or reorganization resulting from declining enrollment or other budgetary
35 reasons.
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37 17.3 Notwithstanding any provision to the contrary, the Superintendent may dismiss the
38 Director, and thus terminate her contract, for good cause. As used herein, "good cause"
39 shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational,
40 unreasonable, in bad faith or not relevant to the sound operation of the school system.
41 Prior to any dismissal for good cause, the Superintendent will notify the Director of the
42 intended dismissal with an explanation of the grounds therefore and, if the Director so
43 requests, will provide her with an opportunity for a meeting to review the decision and to
44 present information pertaining to its basis and to the employee's status.
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46 17.4 In the event her contract is terminated, any and all financial and other obligations by
47 either party under the contract shall cease.
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49 17.5 This Contract may be terminated at any time by mutual agreement of the parties.

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2 17.6 The contract will terminate by death of the Director.
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4 **18.0 ADMINISTRATIVE LEAVE**
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6 At any time during the term of this Contract when the Superintendent deems it in the best
7 interest of the district, she may place the Director on administrative leave with full pay and
8 benefits. Such administrative leave shall continue until the Superintendent decides otherwise.
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10 **19.0 ENTIRE AGREEMENT**
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12 This Contract embodies the whole agreement between the Committee and the Director and
13 supersedes all prior agreements between the parties. There are no other inducements,
14 promises, terms, conditions or obligations made or entered into by either party other than those
15 contained herein. This Contract may not be changed except by a writing signed by the party
16 against whom enforcement thereof is sought.
17

18 **20.0 WAIVER**
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20 The parties agree that any waiver of any term or provision of this Agreement, by either party,
21 shall not be binding upon the parties unless said waiver is in writing and signed by both parties.
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23 **21.0 INVALIDITY**
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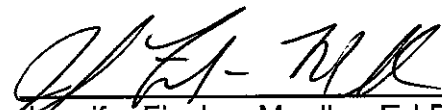
25 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said
26 Agreement, but said remainder shall be binding and effective against all parties.
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28 **22.0 CONSTRUCTION OF AGREEMENT**
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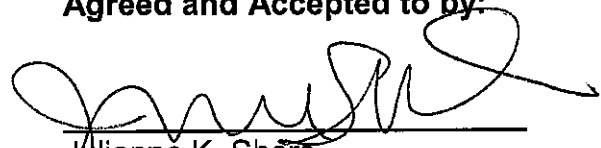
30 This Agreement shall be executed in triplicate, each of which shall constitute an original and
31 shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they
32 are in effect on the date of execution.
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34 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in
35 triplicate this 6 day JUNE, 2019.
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38 **Canton Public Schools by:**

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41 _____
42 Jennifer Fischer-Mueller, Ed.D.
43 Superintendent of Schools
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Agreed and Accepted to by:



46 Julianne K. Shore
47 Director of Technology and Digital
48 Learning