

**CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS**

**EMPLOYMENT CONTRACT**

**District-Wide Interpreter (0.2 FTE)/Building Substitute (0.2 FTE)**

This AGREEMENT is made this 8<sup>th</sup> day of August, 2019, between the Canton Public Schools ("Employer"), acting through its Superintendent ("Superintendent"), and **Katie J. Lewis**.

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

**1. EMPLOYMENT:**

- A. The Canton Public Schools hereby employs **Katie J. Lewis** as an **District-Wide Interpreter (0.2 FTE)/Building Substitute (0.2 FTE)**, and **Katie J. Lewis** (hereinafter referred to as the "**Employee**") hereby accepts such employment subject to the terms and conditions hereinafter provided.
- B. The terms and conditions of this contract guide the employment status of employee as a **District-Wide Interpreter (0.2 FTE)/Building Substitute (0.2 FTE)**. All benefits of the contract, including the leaves in Article 7, 12 and 13, are prorata, based on the 0.4 FTE in the contract.
- C. It is hereby acknowledged that the employee is currently employed by the Canton Public Schools and is a member of the Canton Teachers Association. All terms and conditions of this contract are independent of the terms and conditions of the contract with the Canton Teachers Association.

**2. TERM:**

The Employee shall be employed for a period commencing on September 1, 2019 through August 31, 2020.

**3. WORK YEAR:**

The position requires 183 days of work, which shall include all days that school is in session unless otherwise approved by the Superintendent or her designee. The Employee, in consultation with the Director of Student Services or the Superintendent, will schedule the remaining days when school is not in session. The per diem rate for this position shall be 1/183 of the annual salary. If the Employee works any additional days beyond the 183 days, as requested by the Director of Student Services or the Superintendent and approved in advance by the Superintendent, the Employee will be paid at a per diem rate of 1/183.

**4. COMPENSATION:**

The Superintendent agrees to pay the Employee, in consideration of the faithful, diligent and competent performance of her duties and

responsibilities as **District-Wide Interpreter (0.2 FTE)/Building Substitute (0.2 FTE)**, an annual salary of ten thousand, three hundred twenty-three (\$10,323.) dollars for the position of **District-Wide Interpreter (0.2 FTE)** and ten thousand, three hundred twenty-three (\$10,323.) dollars for the position of **Building Substitute (0.2 FTE)**, for a total salary of twenty thousand, four hundred, forty-six (\$20,646.) dollars, for the period beginning September 1, 2019 through August 31, 2020.

**5. TERMINATION:**

A. In the event that the Employee 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 Employee and the Superintendent and confirmed in writing.

B. 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.

C. Notwithstanding any provision to the contrary, the Superintendent may dismiss the Employee, 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 Employee of the intended dismissal with an explanation of the grounds therefore and, if the Employee 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.

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

**6. DUTIES:**

The Employee shall faithfully carry out the duties of her position in accordance with the provisions of the existing job description. The Employee 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.

**7. PERSONAL BUSINESS DAYS:**

The Employee will be entitled to three (3) personal business days per work year, subject to advance approval by the Superintendent.

**8. REIMBURSEMENT OF EXPENSES:**

This section left intentionally blank.

**9. LICENSURE:**

The Employee 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.

**10. STATE RETIREMENT ASSOCIATION:**

The Employee shall furnish and maintain throughout the term of the contract a license deemed valid and appropriate by the Superintendent.

**11. FRINGE BENEFITS:**

The Employee shall be entitled to all insurance (medical, hospital, dental, and life) benefits currently available to Town employees generally.

**12. SICK LEAVE POLICY:**

The Employee may earn sick leave at the rate of fifteen (15) days per year. This may be accumulated without limit.

**13. BEREAVEMENT LEAVE:**

In case of death during the work year of any member of the 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 the 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) work days. In case of death during the work year of the Employee's nephew, niece, or other relative not mentioned elsewhere in this paragraph, 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 Employee shall fulfill all aspects of this contract. She shall be evaluated annually in writing by the Superintendent or her designee. Evaluation will be based on progress made in relationship to goals that are established each fall by the Employee 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 Employee's work, feedback received from parents, faculty, and other staff members, as well as review of written material from the Employee's office and the schools. Additionally, the Employee will receive informal feedback from the Director throughout the year as part of her ongoing supervision and support.

**15. ENTIRE AGREEMENT:**

This Contract embodies the entire agreement between the Superintendent and the Employee, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. No modification or addition to the Agreement shall have any effect unless set forth in writing and specifically referred to as a modification or addition to this Agreement and signed by both parties hereto.

**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.

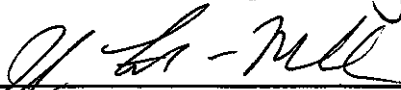
**18. CONSTRUCTION OF AGREEMENT:**

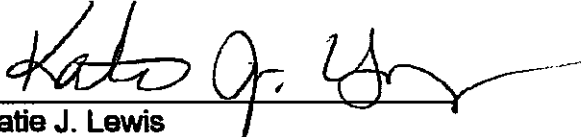
This Agreement shall be executed in triplicate, each of which shall constitute an original and shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.

**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 sign and seal this Agreement and a duplicate thereof  
this 8<sup>th</sup> day of August, 2019.

  
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Jennifer Fischer-Mueller, Ed.D  
Superintendent of Schools

  
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Katie J. Lewis  
District-Wide Interpreter (0.2 FTE)/  
Building Substitute (0.2 FTE)