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**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**Assistant Director of Student Services
EMPLOYMENT CONTRACT
01/14/2020 – 06/30/2022**

THIS AGREEMENT is made by and between the **Canton Public Schools** (hereinafter referred to as "**CPS**") and **Meghan Byrne**

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

1.0 EMPLOYMENT

CPS hereby employs **Meghan Byrne** as **Assistant Director of Student Services** for the public schools of the Town of Canton, Massachusetts, and **Meghan Byrne** (hereinafter referred to as the ("**Assistant Director**") hereby accepts such employment with the terms and conditions set forth below.

2.0 TERM OF AGREEMENT

The **Assistant Director** shall be employed under the terms of the contract contemplated herein for the three (3) year period commencing on July 1, 2018 and continuing until June 30, 2021.

3.0 COMPENSATION

The **Assistant Director** shall be paid an annual salary at the rate of one hundred and eleven thousand (\$111,000.00) dollars for the period of January 14, 2020 - June 30, 2022, prorated for the period of January 14, 2020 – June 30, 2020. The Superintendent and the **Assistant 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 **Assistant Director's** salary to take effect as of July 1 of the next contract year.

4.0 DUTIES and RESPONSIBILITIES

4.1 The **Assistant Director** shall faithfully carry out the duties of her position in accordance with the provisions of the existing job description. The **Assistant Director** 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 **CPS**.

4.2 The **Assistant Director** 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 **Assistant Director**. The **Assistant Director** is responsible for ensuring that any such engagements do not present a conflict of interest or otherwise violate the

1 Massachusetts State Ethics Statute. The **Assistant Director's** absence from the district on a
2 regular work day for the purpose of pursuing her personal professional interests, rather than the
3 interests of the district, requires the approval of the Superintendent of Schools.
4

5 **5.0 WORK YEAR**

6
7 The **Assistant Director's** work year will consist of 225 days, which, unless otherwise approved
8 by the Superintendent, will include the 183 days that teachers are required to be in school, the
9 ten days immediately following the close of school in the spring, and the ten days immediately
10 preceding the opening of school in the fall. The **Assistant Director**, in consultation with the
11 Superintendent will schedule the remaining days when school is not in session. The Per diem
12 rate shall be 1/225. With the advance approval of the Superintendent, the **Assistant Director**
13 may take days off during the 183 days that teachers are in school and/or the ten day periods
14 immediately before and following, so long as she works a commensurate number of alternative
15 days during that fiscal/contract year, to be scheduled in consultation with the Superintendent.
16

17 **6.0 LICENSES**

18
19 The **Assistant Director** shall furnish and maintain throughout the term of her Contract a valid
20 and appropriate license for the position of Special Education Administrator in the
21 Commonwealth as required by Massachusetts General Laws Chapter 71, Section 38G.
22

23 **7.0 TERMINATION:**

24
25 **7.1** The initial ninety (90) day period of the term of the contract shall be a probationary
26 period during which the **Assistant Director** may be dismissed with or without cause.
27

28 **7.2** In the event that the **Assistant Director** desires to terminate her contract before the
29 term of 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 jointly
31 established between the **Assistant Director** and the Superintendent and confirmed in writing.
32

33 **7.3** The Superintendent may terminate this contract with the **Assistant Director** at any
34 time during its term due to reduction in force or reorganization resulting from declining
35 enrollment or other budgetary reasons.
36

37 **7.4** Notwithstanding any provision to the contrary, the Superintendent may dismiss the
38 **Assistant Director**, and thus terminate her contract, for good cause. As used herein, "good
39 cause" shall mean any grounds put forth by the Superintendent which are not arbitrary,
40 irrational, 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 **Assistant Director** of
42 the intended dismissal with an explanation of the grounds therefore and, if the **Assistant**
43 **Director** so requests, will provide her with an opportunity for a meeting to review the decision
44 and to present information pertaining to its basis and to the employee's status.
45

1 7.5 In the event her contract is terminated, any and all financial and other obligations by
2 either party under the contract shall cease.
3

4 **8.0 REIMBURSEMENT FOR EXPENSES/EQUIPMENT**

5
6 8.1 Expenses - Upon the approval of the Superintendent, the Superintendent agrees to
7 reimburse the **Assistant Director** for reasonable expenses incurred and paid by her in the
8 execution of her job as **Assistant Director**.
9

10 8.2 Professional Memberships – The **Assistant Director** shall be reimbursed up to two
11 hundred, fifty (\$250) dollars a year for dues paid to professional organizations.
12

13 8.3 Cell Phone - The Superintendent shall provide the **Assistant Director** and pay the
14 monthly expenses of a cell phone/PDA for the purpose of conducting school business and the
15 occasional, incidental personal business. At the conclusion of her term as **Assistant Director**, her
16 equipment shall remain the property of the **CPS**. The **Assistant Director**, at her discretion, may
17 choose to be reimbursed the flat sum of \$50 per month towards the cost of her monthly cell phone
18 bills. If so, the **Assistant Director** will not receive a District cell phone.
19

20 8.4 Office Technology - The **Assistant Director's** office will be equipped with up-to-date
21 computer hardware and software to enable her to fulfill her responsibilities as **Assistant Director**.
22 Her equipment shall include a laptop, which the **Assistant Director** is free to use outside of her
23 office, including at her home. At the conclusion of her term as **Assistant Director**, her office
24 equipment, including the laptop, shall remain the property of the **CPS**.
25

26 8.5 Travel Allowance – The **Assistant Director** will be reimbursed for travel between her
27 office and other work related locations at the IRS mileage reimbursement rate. Said sum shall
28 be a reimbursement to the **Assistant Director** for travel expenses incurred and paid by her for
29 actual mileage, tolls and public transportation costs. Reimbursement shall occur within a
30 reasonable period of time.
31

32 8.6 Tuition Reimbursement – The **Assistant Director** shall be reimbursed up to five
33 hundred (\$500.00) dollars annually for tuition for graduate courses she has completed , pre-
34 approved by the Superintendent or her designee, at an accredited college or university, so long
35 as such courses are relevant to enhancing the knowledge and skills necessary to her role as
36 **Assistant Director** and she has received a grade of B or better.
37

38
39 8.7 Out-of-State Conference Expenses – All requests for out of state conferences shall
40 be subject to advance approval of the Superintendent.
41

42 **9.0 STATE RETIREMENT SYSTEM**

43
44 The **Assistant Director** shall be a member of the Massachusetts Teachers' Retirement System
45 (MTRS) as required by the General Laws of the Massachusetts, General Laws, Chapter 32,
46 Section 2.
47

1 **10.0 INSURANCE BENEFITS**
2

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

8 **11.0 (Intentionally left blank)**
9

10 **12.0 LEAVES**
11

12 **12.1 Sick Leave** – The **Assistant Director** shall be entitled to fifteen (15) days of sick
13 leave during each year of her Contract, prorated for the period of January 14, 2020 – June 30,
14 2020. All unused sick leave will be added to the **Assistant Director's** contract in all previous
15 capacities for the **CPS**. Sick leave may be accumulated on a year to year basis to a maximum
16 of 180 days. In addition to personal injury or illness, the **Assistant Director** may use a
17 maximum of five (5) days of her accrued paid sick leave each year for illness in her immediate
18 family (spouse, child, parent, or relative living within her household).
19

20 **12.2 Bereavement Leave** – In case of death during the school year of any member of the
21 **Assistant Director's** family (grandparent, grandchild, brother, sister, mother-in-law, father-in-
22 law, brother-in-law, and sister-in-law), no reduction of salary or reduction in accumulated sick
23 leave shall be made for absence not exceeding three (3) school days. In case of death during
24 the school year of the **Assistant Director's** spouse, parent, child, or person living in the
25 **Assistant Director's** household, no reduction of salary or reduction in accumulated sick leave
26 shall be made for absence not exceeding five (5) school days. In case of death during the
27 school year of the **Assistant Director's** nephew, niece, or other relative not mentioned
28 elsewhere in this Section, one (1) day's leave without loss of pay or accumulated sick leave
29 shall be granted on the day of the funeral.
30

31 **12.3 Personal Leave**- The **Assistant Director** shall be entitled to three (3) personal days
32 during each year of her contract prorated for the period of January 14, 2020 -0 June 30, 2020, to
33 be used at her discretion, with prior approval of the Superintendent. All unused Personal Leave
34 will be added to the **Assistant Director's** contract in all previous capacities for the **CPS**
35

36 **13.0 EVALUATION**
37

38 **13.1** The **Assistant Director** shall fulfill all aspects of this contract. She shall be
39 evaluated annually in writing by the Superintendent of Schools or her designee. Evaluation will
40 be based on progress made in relationship to goals that are established each fall by the
41 **Assistant Director** in conjunction with the Superintendent of Schools or her designee in
42 alignment to Massachusetts regulations for educator evaluations.
43

44 **13.2** Assessments will be based upon direct observation of the **Assistant Director's**
45 work, feedback received from parents, students, faculty, and other staff members, as well as
46 review of written material from the Superintendent of Schools' office and the schools.
47 Additionally, **Assistant Director** will receive informal feedback from the Superintendent of

1 Schools throughout the year as part of her ongoing supervision and support.

2
3 **14.0 ENTIRE AGREEMENT**

4
5 This Contract embodies the whole agreement between the Superintendent and the **Assistant**
6 **Director** and supersedes all prior agreements between the parties. There are no other
7 inducements, promises, terms, conditions or obligations made or entered into by either party
8 other than those contained herein. This Contract may not be changed except in writing signed
9 by the party against whom enforcement thereof is sought.

10
11 **15.0 WAIVER**

12
13 The parties agree that any waiver of any term or provision of this Agreement, by either party,
14 shall not be binding upon the parties unless said waiver is in writing and signed by both parties.

15
16 **16.0 INVALIDITY**

17
18 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of said
19 Agreement, but said remainder shall be binding and effective against all parties.

20
21 **17.0 CONSTRUCTION OF AGREEMENT**

22
23 This Agreement shall be executed in triplicate, each of which shall constitute an original and
24 shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they
25 are in effect on the date of execution.

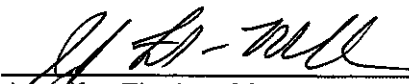
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27 **18.0 APPROPRIATION**

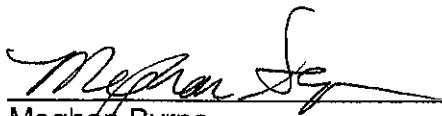
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29 The monetary provisions of this Contract are subject to approval and appropriation by the Canton
30 Annual Town Meeting. If the Canton Annual Town Meeting withholds approval or funding, this
31 contract will be immediately terminated, without further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

33
34 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in
35 triplicate this day of , 2020.

36
37 **FOR THE CPS by:**

Assented to by:

38
39 
40 _____
41 Jennifer Fischer-Mueller, Ed.D.
42 Superintendent of Schools
43


44 _____
45 Meghan Byrne
46 Assistant Director of Student Services