

**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**CERTIFIED NURSING ASSISTANT
EMPLOYMENT CONTRACT**

This AGREEMENT is made this 17th day of September, between Jennifer Henderson, Interim Superintendent of the Canton Public Schools, hereinafter referred to as the "Superintendent" and Elisabeth Telcinord, hereinafter referred to as the "Certified Nursing Assistant". IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. EMPLOYMENT:

The Superintendent hereby employs Elisabeth Telcinord, as Certified Nursing Assistant for the Canton Public Schools, and Elisabeth Telcinord (hereinafter referred to as the "Certified Nursing Assistant") hereby accepts employment subject to the terms and conditions hereinafter provided.

2. TERM:

The Certified Nursing Assistant shall be employed for the period commencing September 8, 2015 and ending June 30, 2015. The Superintendent and the Certified Nursing Assistant, 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 June 30, 2015.

3. WORK YEAR/WORK DAY:

The Certified Nursing Assistant work year will consist of 180 days (prorated), per a schedule approved by the Superintendent of Schools. Per diem rate is 1/180 (prorated). Additional days, as requested by the Director of Student Services, will be paid at a per diem rate of 1/180. The Certified Nursing Assistant shall work five (5) hours per day.

4. COMPENSATION:

Effective September 8, 2015 through June 30, 2015 the salary shall be \$18.04 per hour. All salary payments shall be paid bi-weekly.

5. TERMINATION:

A. In the event that the Certified Nursing Assistant 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 Certified Nursing Assistant 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 Certified Nursing Assistant, 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 Certified Nursing Assistant of the intended dismissal with an explanation of the grounds therefore and, if the Certified Nursing Assistant 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 Certified Nursing Assistant shall faithfully carry out the duties of her position at the direction of the Director of Student Services and in accordance with the provisions of the existing job description.

7. **PROFESSIONAL DAYS:**

With the advanced approval of the Superintendent, the Certified Nursing Assistant may attend educational meetings, workshops and conference held outside the school system without loss of pay. With the advance approval of the Superintendent, the Certified Nursing Assistant may be reimbursed for attendance of such meetings, workshops and conferences.

8. **PERSONAL BUSINESS DAYS:**

The Certified Nursing Assistant will be entitled to two (2) personal business days per work year, subject to advance approval by the Superintendent.

9. **REIMBURSEMENT OF EXPENSES:**

The Employer may, at the Superintendent's discretion, reimburse the Certified Nursing Assistant for expenses incurred in attendance at local, state, and national meetings. Professional Development expenses will be reimbursed at the discretion of the Director of Curriculum & Instruction. Mileage reimbursement, as approved by the Director of Curriculum & Instruction, will be paid at the current IRS rate.

10. **STATE RETIREMENT ASSOCIATION:**

The Certified Nursing Assistant shall be a member of the Norfolk County Retirement as required by M.G.L.

11. **HEALTH AND LIFE INSURANCE**

The Certified Nursing Assistant shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the Town to other employees employed by the Canton Public Schools, subject to the same terms and conditions and at the same rate of contribution applicable to said employees

12. **SICK LEAVE POLICY:**

The Certified Nursing Assistant may earn sick leave at the rate of ten 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 Certified Nursing Assistant'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 work days.

In case of death during the work year of the Certified Nursing Assistant'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 work days.

In case of death during the work year of the Certified Nursing Assistant's nephew, niece, or other relative not mentioned elsewhere in this paragraph, one day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

14. **EVALUATION/PERFORMANCE:**

The Certified Nursing Assistant shall fulfill all aspects of this contract. She shall be evaluated annually by the Director of Student Services.

15. **ENTIRE AGREEMENT:**

This contract embodies the entire agreement between the Superintendent and the Certified Nursing Assistant, 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 this 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. **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. The monetary provisions of any successor are subject to approval by Town Meeting.

WITNESS WHEREOF the parties hereto sign and seal this Agreement and a duplicate thereof this 17 day of September, 2015.



Jennifer Henderson
Interim Superintendent of Schools



Elisabeth Felcinord
Certified Nursing Assistant