

**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**.5 BEHAVIOR SPECIALIST
EMPLOYMENT CONTRACT**

This AGREEMENT is made this 1 day of December 2015 between the Canton Public Schools acting through its Interim Superintendent (Superintendent), and Melissa Sullivan, hereinafter referred to as the "Behavior Specialist" (BS).

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

1. EMPLOYMENT:

The Superintendent hereby employs Melissa Sullivan, as a .5 (FTE) Behavior Specialist (BS) for the Canton Public Schools, and Melissa Sullivan hereby accepts employment subject to the terms and conditions hereinafter provided.

2. TERM:

The .5 FTE BS shall be employed in this role through June 30, 2016. The Superintendent and the BS, 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, 2016.

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. The per diem rate for this position shall be 1/183 of the annual salary.

4. COMPENSATION:

The Employer agrees to pay the BSs in consideration of the faithful, diligent and competent performance of her duties and responsibilities as BS, an annual salary of \$39,629.56 (\$19,814.78 for 0.5 FTE) (prorated) for the period December 1, 2015 through June 30, 2016.

5. TERMINATION:

A. In the event that the BS desires to terminate this contract before the term of service shall have expired, he 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 BS 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 BS, 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 BS of the intended dismissal with an explanation of the grounds therefore and, if the BS 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 BS shall faithfully carry out the duties of her position in accordance with the provisions of the existing job description. The BS 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 BS will be entitled to three (3) personal business days per work year, subject to advance approval by the Superintendent.
8. **REIMBURSEMENT OF EXPENSES:**
The Superintendent may, at her own discretion, reimburse the BS for expenses incurred in attendance at local, state, and national meetings.
9. **STATE RETIREMENT ASSOCIATION:**
The BS shall be a member of the Norfolk County Retirement System as required by M.G.L.
10. **FRINGE BENEFITS:**
The BS shall be entitled to all insurance (medical, hospital, dental, and life) benefits currently available to Town employees generally.
11. **SICK LEAVE POLICY:**
The BS may earn sick leave at the rate of fifteen (15) days per year. This may be accumulated without limit.
12. **BEREAVEMENT LEAVE:**
In case of death during the work year of any member of the BS'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 BS'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 BS'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.

13. EVALUATION/PERFORMANCE:

The BS shall fulfill all aspects of this contract. He shall be evaluated annually by the BCBA and/or Director of Student Services.

14. ENTIRE AGREEMENT:

This contract embodies the entire agreement between the Superintendent and the BS 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.

15. 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.

16. CONTINUITY:

It is understood that Ms. Sullivan will, as of July 1, 2016, have the right to return to her current position as 1.0 FTE ABA Tutor.

17. The monetary provisions of this Contract are subject to approval of the Annual Town Meeting.

IN WITNESS WHEREOF, the parties hereto sign and seal this Agreement and a duplicate thereof. This Dec. day of 16 2015.



Jennifer Henderson
Interim Superintendent of Schools



Melissa Sullivan
.5 Behavior Specialist