

**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**NURSE LEADER
EMPLOYMENT CONTRACT**

This AGREEMENT is made this 23 day of July between the Canton Public Schools ("Employer"), acting through its Interim Superintendent ("Superintendent"), and Kimberly Clark-Connor.

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

1. EMPLOYMENT:

The Canton Public Schools hereby employs Kimberly Clark-Connor as an NURSE LEADER (hereinafter referred to as the "NURSE LEADER") hereby accepts such employment subject to the terms and conditions hereinafter provided.

2. TERM:

The NURSE LEADER shall be employed for a period commencing on September 1, 2015 through August 31, 2017.

3. WORK YEAR:

The position requires 193 days of work, which shall include all days that school is in session, 5 days before the start of school and 5 days immediately following the end of the school year, unless otherwise approved by the Superintendent. Additional days, as requested by the Director of Student Services, will be paid at a per diem rate of 1/193.

4. COMPENSATION:

The Employer agrees to pay the NURSE LEADER in consideration of the faithful, diligent and competent performance of her duties and responsibilities as NURSE LEADER a salary of \$73,000. The Superintendent and the NURSE LEADER shall at least ninety (90) days prior to July 1st of each subsequent year of the contract for the purpose of reviewing and establishing the Principal's salary to take effect as of that date.

5. TERMINATION:

A. In the event that the NURSE LEADER 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 NURSE LEADER 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 NURSE LEADER, 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 NURSE LEADER of the intended dismissal with an explanation of the grounds therefore and, if the NURSE LEADER 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 NURSE LEADER shall faithfully carry out the duties of her position in accordance with the provisions of the existing job description. The NURSE LEADER 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 NURSE LEADER will be entitled to three (3) personal business days per work year, subject to advance approval by the Superintendent.

8. **REIMBURSEMENT OF EXPENSES:**

The Employer may, at the Superintendent's discretion, reimburse the NURSE LEADER for expenses incurred in attendance at local, state, and national meetings. Professional Development expenses will be reimbursed at the discretion of the Director of Student Services. Mileage reimbursement, as approved by the Director of Student Services, will be paid at the current IRS rate.

9. **STATE RETIREMENT ASSOCIATION:**

The NURSE LEADER shall be a member of the Massachusetts Teachers' Retirement System as required by the Massachusetts General Laws.

10. **FRINGE BENEFITS:**

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

11. **SICK LEAVE POLICY:**

The NURSE LEADER 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 NURSE LEADER'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 NURSE LEADER'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 NURSE LEADER'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 NURSE LEADER shall fulfill all aspects of this contract. He/She shall be evaluated annually in writing by the Director of Student Services. Evaluation will be based on progress made in relationship to goals that are established each fall by the NURSE LEADER in conjunction with the Director.

14. **ENTIRE AGREEMENT:**

This contract embodies the entire agreement between the Employer and the NURSE LEADER 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. **APPROPRIATION**

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

In witness whereof the parties sign and seal this Agreement and a duplicate thereof this 23rd day of July, 2015.


Jennifer A. Henderson
Interim Superintendent of Schools


Kimberly Clark-Connor
NURSE LEADER

★ Condition of hire
3 personal days to be
taken
Nov. 17, 18, 19
and 1 day (20th)
to be worked outside
193