

CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS

Interim Out-of-District Coordinator (0.5 FTE)/Special Education
Teacher (0.5 FTE)

EMPLOYMENT CONTRACT

This AGREEMENT is made this 24th day of August 2015 between the Canton Public Schools ("Employer"), acting through its Interim Superintendent ("Superintendent"), and Julie Gelerman,

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 Julie Gelerman as an Interim Out-of-District Coordinator (0.5 FTE)/Special Education Teacher (0.5 FTE) at Lt. Peter M. Hansen Elementary School, and Julie Gelerman (hereinafter referred to as the "OOD Coordinator/SPED Teacher") hereby accepts such employment subject to the terms and conditions hereinafter provided. The terms and conditions of this agreement shall apply to the 0.5 FTE OOD Coordinator role. The 0.5 FTE SPED Teacher role will be subject to the terms and conditions of the Canton Teachers Association (Unit A) contract.

2. **TERM:**

The OOD Coordinator/SPED Teacher shall be employed for a period commencing on August 3, 2015 through June 30, 2016.

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 OOD Coordinator/SPED Teacher in consideration of the faithful, diligent and competent performance of her duties and responsibilities as OOD Coordinator/SPED Teacher a salary of \$38,422 for the 0.5 FTE OOD Coordinator role, which is ½ of \$76,844. The OOD Coordinator/SPED Teacher will be paid based on the terms and conditions of the Canton Teachers Union, at a salary of \$35,371, for the 0.5 SPED Teacher which is ½ of \$70,741, the salary for a member on M-30, step 9.

5. **TERMINATION:**

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

8. **REIMBURSEMENT OF EXPENSES:**

A. The OOD Coordinator/SPED Teacher will be reimbursed for travel within the Commonwealth of Massachusetts incurred and paid by her such as mileage, tolls and public transportation costs. Reimbursement shall occur within a reasonable period of time. Mileage reimbursement, as approved by the Director of Student Services, will be paid at the current IRS rate.

- B. The Employer may, at the Superintendent's discretion, reimburse the OOD Coordinator/SPED Teacher for expenses incurred in attendance at local, state, and national meetings.
- C. Professional Development expenses will be reimbursed at the discretion of the Superintendent and shall not exceed \$500.00 during the term of the contract.

9. **STATE RETIREMENT ASSOCIATION:**

The OOD Coordinator/SPED Teacher shall be a member of the Massachusetts Teachers' Retirement System as required by the Massachusetts General Laws.

10. **FRINGE BENEFITS:**

The OOD Coordinator/SPED Teacher shall be entitled to all insurance (medical, hospital, dental, and life) benefits currently available to Town employees generally.

11. **SICK LEAVE POLICY:**

The OOD Coordinator/SPED Teacher 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 OOD Coordinator/SPED Teacher'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 OOD Coordinator/SPED Teacher'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 OOD Coordinator/SPED Teacher'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 OOD Coordinator/SPED Teacher shall fulfill all aspects of this contract. 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 OOD Coordinator/SPED Teacher 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 OOD Coordinator/SPED Teacher's work, feedback received from parents, faculty, and other staff members, as well as review of written material from the OOD Coordinator/SPED Teacher's office and the schools. Additionally, the OOD Coordinator/SPED Teacher will receive informal feedback from the Director throughout the year as part of her ongoing supervision and support.

14. ENTIRE AGREEMENT:

This contract embodies the entire agreement between the Employer and the OOD Coordinator/SPED Teacher 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:

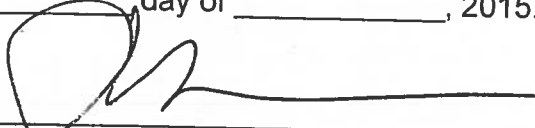
It is understood that the OOD Coordinator/SPED Teacher will retain her tenure as a school teacher and upon the completion of the year as OOD Coordinator/SPED Teacher, she will have the right to return to her current position as a 1.0 FTE Special Education Teacher at the Lt. Peter M. Hansen Elementary School. She will receive credit for her year as the OOD Coordinator/SPED for the purpose of earning and calculating years of service, longevity, and steps on the Unit A salary schedule.

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

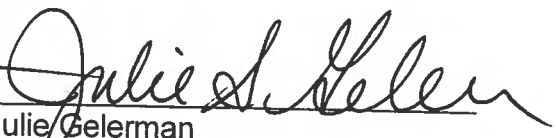
18. Longevity

The Interim Team Chair will be eligible for longevity payments under the terms and conditions of the Unit A contract.

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



 Jennifer A. Henderson
 Interim Superintendent of Schools



 Julie Geleman
 OOD Coordinator/SPED Teacher