

CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS

**CERTIFIED NURSING ASSISTANT**  
**EMPLOYMENT CONTRACT**  
**September 1, 2019 – June 30, 2020**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ between Jennifer Fischer-Mueller, Superintendent of the Canton Public Schools, hereinafter referred to as the "Superintendent" and **Michelle Albert**, 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 **Michelle Albert**, as Certified Nursing Assistant for the Canton Public Schools, and **Michelle Albert** (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 1, 2019 and ending June 30, 2020.

**3. WORK YEAR/WORK DAY:**

The Certified Nursing Assistant work year will consist of 181 days, per a schedule approved by the Superintendent of Schools or her designee. Additional days, as requested by the Director of Student Services, will be paid at a per diem rate of 1/181. The Certified Nursing Assistant shall work six and one half (6.50) hours per day.

**4. COMPENSATION:**

Effective September 1, 2019, through June 30, 2020, the salary shall be \$18.78 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

50 relevant to the sound operation of the school system. Prior to any dismissal for  
51 good cause, the Superintendent will notify the Certified Nursing Assistant of the  
52 intended dismissal with an explanation of the grounds therefore and, if the Certified  
53 Nursing Assistant so requests, will provide her with an opportunity for a meeting to  
54 review the decision and to present information pertaining to its basis and to the  
55 employee's status.

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57 D. In the event this contract is terminated, any and all financial and other  
58 obligations by either party under the contract shall cease.

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60 **6. DUTIES:**

61 The Certified Nursing Assistant shall faithfully carry out the duties of her position  
62 at the direction of the Director of Student Services and in accordance with the  
63 provisions of the existing job description.

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65 **7. PROFESSIONAL DAYS:**

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

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72 **8. PERSONAL BUSINESS DAYS:**

73 The Certified Nursing Assistant will be entitled to three (3) personal business  
74 days per work year, subject to advance approval by the Superintendent.

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76 **9. REIMBURSEMENT OF EXPENSES:**

77 A. The Employer may, at the Superintendent's discretion, reimburse the Certified  
78 Nursing Assistant for expenses incurred in attendance at local, state, and national  
79 meetings. Professional Development expenses will be reimbursed at the discretion  
80 of the Director of Student Services.

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82 **10. STATE RETIREMENT ASSOCIATION:**

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

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86 **11. HEALTH AND LIFE INSURANCE**

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

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92 **12. SICK LEAVE POLICY:**

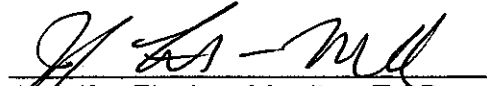
93 The Certified Nursing Assistant may earn sick leave at the rate of fifteen (15)  
94 days per year.

- 100 13. **BEREAVEMENT LEAVE:**  
101 In case of death during the work year of any member of the Certified Nursing  
102 Assistant's family (grandparent, grandchild, brother, sister, brother-in-law, sister-  
103 in-law, mother-in-law, or father-in-law), no reduction of salary or reduction in  
104 accumulated sick leave shall be made for an absence not exceeding three work  
105 days.  
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107 In case of death during the work year of the Certified Nursing Assistant's spouse,  
108 parent, child or relative living with the family, no reduction of salary or reduction  
109 in accumulated sick leave shall be made for an absence not exceeding five work  
110 days  
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112 In case of death during the work year of the Certified Nursing Assistant's  
113 nephew, niece, or other relative not mentioned elsewhere in this paragraph, one  
114 day's leave without loss of pay or accumulated sick leave shall be granted on the  
115 day of the funeral.  
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- 117 14. **EVALUATION/PERFORMANCE:**  
118 The Certified Nursing Assistant shall fulfill all aspects of this contract. She shall  
119 be evaluated annually by the Director of Student Services.  
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- 121 15. **ENTIRE AGREEMENT**  
122 This Contract embodies the whole agreement between the Superintendent and  
123 the Certified Nursing Assistant and supersedes all prior agreements between the  
124 parties. There are no other inducements, promises, terms, conditions or  
125 obligations made or entered into by either party other than those contained  
126 herein. This Contract may not be changed except by a writing signed by the  
127 party against whom enforcement thereof is sought.  
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- 129 16. **WAIVER**  
130 The parties agree that any waiver of any term or provision of this Agreement, by  
131 either party, shall not be binding upon the parties unless said waiver is in writing  
132 and signed by both parties.  
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- 134 17. **INVALIDITY**  
135 If any paragraph or part of this Agreement is invalid, it shall not affect the  
136 remainder of said Agreement, but said remainder shall be binding and effective  
137 against all parties.  
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- 139 18. **CONSTRUCTION OF AGREEMENT**  
140 This Agreement shall be executed in triplicate, each of which shall constitute an  
141 original and shall be construed in accordance with the laws of the  
142 Commonwealth of Massachusetts as they are in effect on the date of execution.  
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- 144 19. **APPROPRIATION**  
145 The monetary provisions of this Contract are subject to approval and appropriation  
146 by the Canton Annual Town Meeting. If approval or funding is withheld by the  
147 Canton Annual Town Meeting, this contract will be immediately terminated, without  
148 further obligations by the Town of Canton or the Canton Public Schools.


149 IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement  
150 in triplicate this 4<sup>th</sup> day of August, 2019.

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**FOR THE Canton Public Schools**  
**By:**

  
\_\_\_\_\_  
Jennifer Fischer-Mueller, Ed.D  
Superintendent of Schools

**Assented to By:**

  
\_\_\_\_\_  
**Michelle Albert**  
Certified Nursing Assistant