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**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**HOME SCHOOL INTERVENTIONIST
EMPLOYMENT CONTRACT**

This **AGREEMENT** is made by and between the Canton Public Schools ("Canton"), acting through its Superintendent ("Superintendent") and **Catherine DeMassi**.

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 **Catherine DeMassi** as a Home School Interventionist at the Canton High School, and **Catherine DeMassi** (hereinafter referred to as the ("Home School Interventionist")) hereby accepts such employment subject to the terms and conditions hereinafter provided.

2. TERM:

The Home School Interventionist shall be employed for a period commencing on September 1, 2019 through August 31, 2022.

3. COMPENSATION:

The Employer agrees to pay the Home School Interventionist in consideration of the faithful, diligent and competent performance of her duties and responsibilities as Home School Interventionist a salary of seventy-one thousand, four hundred, and five (\$71,405.) dollars for the period of September 1, 2019 to August 31, 2020. The Superintendent and the Home School Interventionist shall meet at least ninety (90) days prior to September 1 of each subsequent year of the contract for the purpose of reviewing and establishing the Home School Interventionist's salary to take effect as of September 1 of the next contract year.

4. DUTIES:

The Home School Interventionist shall faithfully carry out the duties of her position in accordance with the provisions of the existing job description. The Home School Interventionist 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.

49 **5. WORK YEAR:**

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51 The position requires 188 days of work. If the Home School Interventionist works any
52 additional days, as requested by the Superintendent of Schools or her designee, the
53 Home School Interventionist will be paid at a per diem rate of 1/188.
54

55 **6. LICENSURE:**

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57 The Home School Interventionist shall furnish and maintain throughout the term of this
58 contract a valid and appropriate certificate/license as required by Massachusetts
59 General Laws Chapter 71, Section 38G.
60

61 **7. TERMINATION:**

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63 A. In the event that the Home School Interventionist desires to terminate this contract
64 before the term of service shall have expired, she may do so by giving at least ninety
65 (90) days written notice of such intention to the Superintendent, with a time for such
66 termination to be jointly established between the Home School Interventionist and the
67 Superintendent and confirmed in writing.
68

69 B. The Superintendent may terminate this contract at any time during its term due to
70 reduction in force or reorganization resulting from declining enrollment or other
71 budgetary reasons.
72

73 C. Notwithstanding any provision to the contrary, the Superintendent may dismiss the
74 Home School Interventionist, and thus terminate this contract, for good cause. As used
75 herein, "good cause" shall mean any grounds put forth by the Superintendent which are
76 not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation
77 of the school system. Prior to any dismissal for good cause, the Superintendent will
78 notify the Home School Interventionist of the intended dismissal with an explanation of the
79 grounds therefore and, if the Home School Interventionist so requests, will provide her with
80 an opportunity for a meeting to review the decision and to present information pertaining to
81 its basis and to the employee's status.
82

83 D. In the event this contract is terminated, any and all financial and other obligations
84 by either party under the contract shall cease.
85

86 **8. REIMBURSEMENT OF EXPENSES:**

87
88 The Employer may, at the Superintendent's discretion, reimburse the Home School
89 Interventionist for expenses incurred in attendance at local, state, and national meetings.
90 Professional Development expenses will be reimbursed at the discretion of the Director
91 of Student Services. Mileage reimbursement, as approved by the Director of Student
92 Services, will be paid at the current IRS rate.
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97 **9. STATE OR COUNTY RETIREMENT ASSOCIATION:**

98
99 The Home School Interventionist shall be a member of the Massachusetts Teachers'
100 Retirement System (MTRS) as required by the General Laws of the Massachusetts,
101 General Laws, Chapter 32, Section 2.
102

103
104 **10. INSURANCE BENEFITS**

105
106 The Home School Interventionist shall be entitled to all insurance (medical, hospital, life,
107 and workman's compensation) benefits and all other fringe benefits currently available to
108 teachers and other administrators, such benefits not to be reduced unless expressly
109 provided for in her contract or agreed upon in the future.
110

111 **11. (Intentionally Left Blank)**

112
113 **12. LEAVES**

114
115 **12.1 Sick Leave** – The Home School Interventionist shall be entitled to fifteen (15)
116 days of sick leave during each year of her Contract. In addition to personal injury or
117 illness, the Home School Interventionist may use a maximum of five (5) days of her
118 accrued paid sick leave each year for illness in her immediate family (spouse, child,
119 parent, or relative living within her household).
120

121 **12.2 Bereavement Leave** – In case of death during the school year of any member of
122 the Home School Interventionist's family (grandparent, grandchild, brother, sister,
123 mother-in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or
124 reduction in accumulated sick leave shall be made for absence not exceeding three (3)
125 school days. In case of death during the school year of the Home School
126 Interventionist's spouse, parent, child, or person living in the Home School
127 Interventionist's household, no reduction of salary or reduction in accumulated sick
128 leave shall be made for absence not exceeding five (5) school days. In case of death
129 during the school year of the Home School Interventionist's nephew, niece, or other
130 relative not mentioned elsewhere in her section, one (1) day's leave without loss of
131 pay or accumulated sick leave shall be granted on the day of the funeral.
132

133 **12.3 Personal Leave**- The Home School Interventionist shall be entitled to three (3)
134 personal days during each year of her contract.
135

136 **13. EVALUATION/PERFORMANCE:**

137
138 The Home School Interventionist shall fulfill all aspects of this contract. She shall be
139 evaluated annually in writing by the Director of Student Services or designee.
140 Evaluation will be based on progress made in relationship to goals that are established
141 each fall by the Home School Interventionist in conjunction with the Director.
142 Performance evaluation will also be determined in relationship to indicators of effective
143 instructional, organizational practice (These will be outlined in more detail as we
144 develop a common understanding of these parameters). The key qualities/evidence

145 that the Superintendent will expect to find through the evaluation process are/is:

- 146 • An unwavering commitment to highly effective teaching through skillful
- 147 supervision and evaluation
- 148 • Accurate assessment of student achievement, programs, and needs in order to
- 149 ensure that the system's resources and priorities are focused on enhancing
- 150 student learning.
- 151 • A vibrant and supportive school culture that values collegiality, diverse people
- 152 and perspectives, and constant improvement
- 153 • The promotion of collaborative relationships with parents and staff.

154 Assessment will be based upon direct observation of the Home School
155 Interventionist's work, feedback received from parents, administration, as well
156 as review of written material from the Home School Interventionist's.

157 Additionally, the Home School Interventionist will receive informal feedback
158 from the Director throughout the year as part of her ongoing supervision and
159 support.

160
161 **14. ENTIRE AGREEMENT**

162 This Contract embodies the whole agreement between the Superintendent and the
163 Home School Interventionist and supersedes all prior agreements between the parties.
164 There are no other inducements, promises, terms, conditions or obligations made or
165 entered into by either party other than those contained herein. This Contract may not
166 be changed except by a writing signed by the party against whom enforcement thereof
167 is sought.
168

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170 **15. WAIVER**

171 The parties agree that any waiver of any term or provision of this Agreement, by either
172 party, shall not be binding upon the parties unless said waiver is in writing and signed
173 by both parties.
174

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176 **16. INVALIDITY**

177 If any paragraph or part of this Agreement is invalid, it shall not affect the remainder of
178 said Agreement, but said remainder shall be binding and effective against all parties.
179

180
181 **17. CONSTRUCTION OF AGREEMENT**

182 This Agreement shall be executed in triplicate, each of which shall constitute an
183 original and shall be construed in accordance with the laws of the Commonwealth of
184 Massachusetts as they are in effect on the date of execution.
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187 **18. APPROPRIATION**

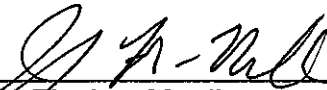
188 The monetary provisions of this Contract are subject to approval and appropriation by the
189 Canton Annual Town Meeting. If approval or funding is withheld by the Canton Annual
190 Town Meeting, this contract will be immediately terminated, without further obligations by
191 the Town of Canton or the Canton Public Schools.
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IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this 14 day of July, 2019.

FOR THE CPS by:

Assented to by:



Jennifer Fischer-Mueller
Superintendent of Schools



Catherine DeMassi
Home School Interventionist