

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46

**CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS**

**HOME SCHOOL INTERVENTIONIST - NURSE CASE MANAGER**  
**EMPLOYMENT CONTRACT**  
**July 1, 2019 – June 30, 2021**

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ between the Canton Public Schools ("Employer"), acting through its Superintendent ("Superintendent"), and Teresa S. Saunders.

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 Teresa S. Saunders as HOME SCHOOL INTERVENTIONIST - NURSE CASE MANAGER (hereinafter referred to as the "HOME SCHOOL INTERVENTIONIST") and Teresa S. Saunders hereby accepts such employment subject to the terms and conditions hereinafter provided.

**2. TERM OF AGREEMENT:**

The HOME SCHOOL INTERVENTIONIST shall be employed for a period commencing on July 1, 2019 and ending on June 30, 2020.

**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 eighteen (\$71,418) dollars for the period of July 1, 2019 through June 30, 2020. The Superintendent and the HOME SCHOOL INTERVENTIONIST shall meet at least ninety (90) days prior to July 1<sup>st</sup> of each subsequent year of the contract for the purpose of reviewing and establishing the Nurse Leader's salary to take effect as of that date.

**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

47 conditions and will perform the directed and implied duties of her position  
48 as determined by the Superintendent and will expend the time and effort  
49 necessary to effectively achieve the goals and purposes of the Canton  
50 Public Schools.

51  
52 **5. WORK YEAR:**

53  
54 The HOME SCHOOL INTERVENTIONIST work year will consist of 188  
55 days including all days school is in session for students at the Canton Public  
56 schools. Work days shall not include each holiday recognized by the  
57 Commonwealth of Massachusetts or the Committee. The additional 5 work  
58 days will be determined per a schedule approved by the Superintendent of  
59 Schools or her designee. If any additional days, over and above those set  
60 forth herein are worked by the HOME SCHOOL INTERVENTIONIST, as  
61 requested by the Director of Student Services, the Home School  
62 Interventionist will be paid at a per diem rate of 1/188 of her then in place  
63 base salary.

64  
65 **6. LICENSES**

66  
67 The Home School Interventionist shall furnish and maintain throughout the  
68 term of this Contract a valid and appropriate license for the position of  
69 School Nurse in the Commonwealth as required by Massachusetts  
70 General Laws Chapter 71, Section 38G.

71  
72 **7. TERMINATION:**

73  
74 A. In the event that the HOME SCHOOL INTERVENTIONIST desires to  
75 terminate this contract before the term of service shall have expired, she  
76 may do so by giving at least ninety (90) days written notice of such  
77 intention to the Superintendent, with a time for such termination to be  
78 jointly established between the HOME SCHOOL INTERVENTIONIST and  
79 the Superintendent and confirmed in writing.

80  
81 B. The Superintendent may terminate this contract at any time during its  
82 term due to reduction in force or reorganization resulting from declining  
83 enrollment or other budgetary reasons.

84  
85 C. Notwithstanding any provision to the contrary, the Superintendent may  
86 dismiss the HOME SCHOOL INTERVENTIONIST, and thus terminate this  
87 contract, for good cause. As used herein, "good cause" shall mean any  
88 grounds put forth by the Superintendent which are not arbitrary, irrational,  
89 unreasonable, in bad faith or not relevant to the sound operation of the  
90 school system. Prior to any dismissal for good cause, the Superintendent  
91 will notify the HOME SCHOOL INTERVENTIONIST of the intended  
92 dismissal with an explanation of the grounds therefore and, if the HOME  
93 SCHOOL INTERVENTIONIST so requests, will provide her with an

94 opportunity for a meeting to review the decision and to present information  
95 pertaining to its basis and to the employee's status.

96  
97 D. In the event this contract is terminated, any and all financial and other  
98 obligations by either party under the contract shall cease.

99  
100 **8. REIMBURSEMENT OF EXPENSES:**

101  
102 8.1 The Employer may, at the Superintendent's discretion, reimburse the  
103 HOME SCHOOL INTERVENTIONIST for expenses incurred in attendance  
104 at local, state, and national meetings. Professional Development expenses  
105 will be reimbursed at the discretion of the Director of Student Services.  
106 Mileage reimbursement, as approved by the Director of Student Services,  
107 will be paid at the current IRS rate.

108  
109 8.2 Cell Phone - The Superintendent shall provide the Home School  
110 Interventionist and pay the monthly expenses of a cell phone/PDA for the  
111 purpose of conducting school business and the occasional, incidental  
112 personal business. At the conclusion of Her term as HOME SCHOOL  
113 INTERVENTIONIST, her equipment shall remain the property of the  
114 Canton Public Schools. The HOME SCHOOL INTERVENTIONIST, at her  
115 discretion, may choose to be reimbursed the flat sum of \$40 per month  
116 towards the cost of her monthly cell phone bills. If so, the Home School  
117 Interventionist will not receive a District cell phone.

118  
119  
120 **9. STATE RETIREMENT ASSOCIATION:**

121  
122 The HOME SCHOOL INTERVENTIONIST shall be a member of the  
123 Massachusetts Teachers' Retirement System as required by the  
124 Massachusetts General Laws.

125  
126 **10. INSURANCE BENEFITS**

127  
128 The HOME SCHOOL INTERVENTIONIST shall be entitled to all  
129 insurance (medical, hospital, life, and workman's compensation) benefits  
130 and all other fringe benefits currently available to teachers and other  
131 administrators, such benefits not to be reduced unless expressly provided  
132 for in her Contract or agreed upon in the future.

133  
134 **11.** (Intentionally left blank)

135  
136 **12. LEAVES**

137  
138 12.1 Sick Leave - The HOME SCHOOL INTERVENTIONIST shall be  
139 entitled to Fifteen (15) days of sick leave during each year of her Contract.  
140 All unused sick leave will be added to the HOME SCHOOL

141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186

illness, the HOME SCHOOL INTERVENTIONIST may use a maximum of five (5) days of her accrued paid sick leave each year for illness in her immediate family (spouse, child, parent, or relative living within her household).

12.2 Bereavement Leave – In case of death during the school year of any member of HOME SCHOOL INTERVENTIONIST's family (grandparent, grandchild, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law), no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding three (3) school days. In case of death during the school year of the HOME SCHOOL INTERVENTIONIST's, parent, child, or person living in the HOME SCHOOL INTERVENTIONIST's household, no reduction of salary or reduction in accumulated sick leave shall be made for absence not exceeding five (5) school days. In case of death during the school year of the HOME SCHOOL INTERVENTIONIST's nephew, niece, or other relative not mentioned elsewhere in this Section, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

12.3 Personal Leave - The HOME SCHOOL INTERVENTIONIST shall be entitled to three (3) personal days during each year of her contract.

**13. EVALUATION/PERFORMANCE:**

The HOME SCHOOL INTERVENTIONIST 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 HOME SCHOOL INTERVENTIONIST in conjunction with the Director.

**14. ENTIRE AGREEMENT:**

This contract embodies the entire agreement between the Employer and the HOME SCHOOL INTERVENTIONIST 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. WAIVER**

The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties unless said

187 waiver is in writing and signed by both parties.

188

189 **16. INVALIDITY:**

190

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

194

195 **17. CONSTRUCTION OF AGREEMENT**

196

197 This Agreement shall be executed in triplicate, each of which shall constitute  
198 an original and shall be construed in accordance with the laws of the  
199 Commonwealth of Massachusetts as they are in effect on the date of  
200 execution.

201

202 **18. APPROPRIATION**

203

204 The monetary provisions of this Contract are subject to approval and  
205 appropriation by the Canton Annual Town Meeting. If approval or funding  
206 is withheld by the Canton Annual Town Meeting, this contract will be  
207 immediately terminated, without further obligations by the Town of Canton  
208 or the Canton Public Schools.

209

210

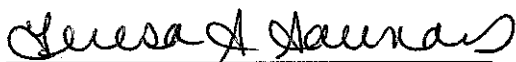
211 In witness whereof the parties sign and seal this Agreement and a duplicate thereof  
212 this 18<sup>th</sup> day of June, 2019.

213

214

215

216   
217 Jennifer Fischer-Mueller, Ed.D  
218 Superintendent of Schools

  
Teresa S. Saunders  
HOME SCHOOL INTERVENTIONIST -  
NURSE CASE MANAGER