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**CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS**

**NURSE LEADER  
EMPLOYMENT CONTRACT  
July 1, 2019 – June 30, 2022**

This AGREEMENT is made this 8 day of June, 2019 between the Canton Public Schools ("Employer"), acting through its Superintendent ("Superintendent"), and Elizabeth Nightingale.

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 Elizabeth Nightingale as NURSE LEADER (hereinafter referred to as the "NURSE LEADER") and Elizabeth Nightingale hereby accepts such employment subject to the terms and conditions hereinafter provided.

**2. TERM OF AGREEMENT:**

The NURSE LEADER shall be employed for a period commencing on July 1, 2019 and ending on June 30, 2022. The contract year will be July 1 through June 30 of each contract year.

**3. 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 seventy-three thousand, eight hundred and seven (\$73,807) dollars for the period of July 1, 2019 through June 30, 2020. The Superintendent and the NURSE LEADER 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 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

47 Superintendent and will expend the time and effort necessary to effectively  
48 achieve the goals and purposes of the Canton Public Schools.

49  
50 **5. WORK YEAR:**

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52 The Nurse Leader's work year will consist of 198 days including all days  
53 school is in session for students at the Canton Public schools. Work days  
54 shall not include each holiday recognized by the Commonwealth of  
55 Massachusetts or the Committee. All other work days will be determined  
56 per a schedule approved by the Superintendent of Schools or her designee.  
57 If any additional days, over and above those set forth herein are worked by  
58 the Nurse Leader, as requested by the Director of Student Services, the  
59 Nurse Leader will be paid at a per diem rate of 1/198 of her then in place  
60 base salary.

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62 **6. LICENSES**

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64 The Nurse Leader shall furnish and maintain throughout the term of this  
65 Contract a valid and appropriate license for the position of Nurse Leader in  
66 the Commonwealth as required by Massachusetts General Laws Chapter  
67 71, Section 38G.

68  
69 **7. TERMINATION:**

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

77  
78 B. The Superintendent may terminate this contract at any time during its  
79 term due to reduction in force or reorganization resulting from declining  
80 enrollment or other budgetary reasons.

81  
82 C. Notwithstanding any provision to the contrary, the Superintendent may  
83 dismiss the NURSE LEADER, and thus terminate this contract, for good  
84 cause. As used herein, "good cause" shall mean any grounds put forth by  
85 the Superintendent which are not arbitrary, irrational, unreasonable, in bad  
86 faith or not relevant to the sound operation of the school system. Prior to  
87 any dismissal for good cause, the Superintendent will notify the NURSE  
88 LEADER of the intended dismissal with an explanation of the grounds  
89 therefore and, if the NURSE LEADER so requests, will provide her with an  
90 opportunity for a meeting to review the decision and to present information  
91 pertaining to its basis and to the employee's status.

92

93 D. In the event this contract is terminated, any and all financial and other  
94 obligations by either party under the contract shall cease.  
95

96 **8. REIMBURSEMENT OF EXPENSES:**  
97

98 8.1 The Employer may, at the Superintendent's discretion, reimburse the  
99 NURSE LEADER for expenses incurred in attendance at local, state, and  
100 national meetings. Professional Development expenses will be reimbursed  
101 at the discretion of the Director of Student Services. Mileage  
102 reimbursement, as approved by the Director of Student Services, will be  
103 paid at the current IRS rate.  
104

105 8.2 Cell Phone - The Superintendent shall provide the Nurse Leader and  
106 pay the monthly expenses of a cell phone/PDA for the purpose of  
107 conducting school business and the occasional, incidental personal  
108 business. At the conclusion of Her term as Nurse Leader, her equipment  
109 shall remain the property of the Canton Public Schools. The Nurse  
110 Leader, at her discretion, may choose to be reimbursed the flat sum of  
111 \$40 per month towards the cost of her monthly cell phone bills. If so, the  
112 Nurse Leader will not receive a District cell phone.  
113

114 8.3 TUITION REIMBURSEMENT – The Nurse Leader shall be  
115 reimbursed up to one thousand two hundred (\$1,200) dollars annually for  
116 courses or seminars, approved by the Superintendent or her designee,  
117 so long as such courses are relevant to enhancing the knowledge and  
118 skills necessary to her role as Nurse Leader.  
119

120 **9. STATE RETIREMENT ASSOCIATION:**  
121

122 The NURSE LEADER shall be a member of the Massachusetts Teachers'  
123 Retirement System as required by the Massachusetts General Laws.  
124

125 **10. INSURANCE BENEFITS**  
126

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

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

135 **12. LEAVES**  
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137 12.1 Sick Leave – The NURSE LEADER shall be entitled to Fifteen (15)  
138 days of sick leave during each year of her Contract. All unused sick leave

139 will be added to the NURSE LEADER accrued sick leave. In addition to  
140 personal injury or illness, the NURSE LEADER may use a maximum of five  
141 (5) days of her accrued paid sick leave each year for illness in her immediate  
142 family (spouse, child, parent, or relative living within her household).  
143

144 **12.2 Bereavement Leave** – In case of death during the school year of any  
145 member of NURSE LEADER's family (grandparent, grandchild, brother,  
146 sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law), no  
147 reduction of salary or reduction in accumulated sick leave shall be made for  
148 absence not exceeding three (3) school days. In case of death during the  
149 school year of the NURSE LEADER's, parent, child, or person living in the  
150 NURSE LEADER's household, no reduction of salary or reduction in  
151 accumulated sick leave shall be made for absence not exceeding five (5)  
152 school days. In case of death during the school year of the NURSE  
153 LEADER's nephew, niece, or other relative not mentioned elsewhere in this  
154 Section, one (1) day's leave without loss of pay or accumulated sick leave  
155 shall be granted on the day of the funeral.  
156

157 **12.3 Personal Leave** - The NURSE LEADER shall be entitled to three (3)  
158 personal days during each year of her contract.  
159

160

161 **13. EVALUATION/PERFORMANCE:**

162

163 The NURSE LEADER shall fulfill all aspects of this contract. She shall be  
164 evaluated annually in writing by the Director of Student Services.  
165 Evaluation will be based on progress made in relationship to goals that are  
166 established each fall by the NURSE LEADER in conjunction with the  
167 Director.  
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171 **14. ENTIRE AGREEMENT:**

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173 This contract embodies the entire agreement between the Employer and the  
174 NURSE LEADER and there are no inducements, promises, terms,  
175 conditions, or obligations made or entered into by either party other than  
176 those contained herein. No modification or addition to this Agreement shall  
177 have any effect unless set forth in writing and specifically referred to as a  
178 modification or addition to this Agreement and signed by both parties hereto.

179

180 **15. WAIVER**

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

185 **16. INVALIDITY:**

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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.

191 **17. CONSTRUCTION OF AGREEMENT**

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

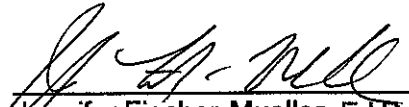
198 **18. APPROPRIATION**

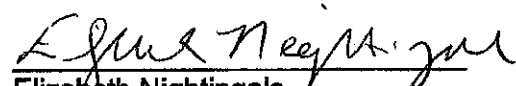
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The monetary provisions of this Contract are subject to approval and appropriation by the Canton Annual Town Meeting. If approval or funding is withheld by the Canton Annual Town Meeting, this contract will be immediately terminated, without further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

207 In witness whereof the parties sign and seal this Agreement and a duplicate thereof  
208 this 8 day of June, 2019.

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

  
\_\_\_\_\_  
Elizabeth Nightingale  
NURSE LEADER