

CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS

ADDENDA TO

KIMBERLEY EARDLEY
EMPLOYMENT CONTRACT
July 1, 2015 – June 30, 2018


The attached Employment Contract covering the period July 1, 2015 – June 30, 2018 is hereby amended as follows:

2. TERM - Sentence to be amended to read:
The term of this Contract is for a period commencing July 1, 2015 and ending June 30, 2018.
3. COMPENSATION – Sentence to be amended to read:
Effective July 1, 2015 salary shall be \$56,400.

IN WITNESS WHEREOF, THE PARTIES HERETO SIGN AND SEAL THIS ADDENDA TO THE AGREEMENT AND DUPLICATE THEREOF, ON THIS 2nd DAY OF July 2015.



Jennifer A. Henderson
Interim Superintendent of Schools



Kimberley Eardley
Administrative Assistant for Human
Resources & Curriculum & Instruction

**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**ADMINISTRATIVE ASSISTANT FOR HUMAN RESOURCES, CURRICULUM &
INSTRUCTION**

Contract of Employment

THIS **AGREEMENT** is made the 7th day of March, 2014, by and between Jeffrey Granatino, the Superintendent of Schools, and Kimberley Eardley. In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Superintendent hereby employs Kimberley Eardley as Administrative Assistant for Human Resources, Curriculum & Instruction, and Kimberley Eardley hereby accepts employment on the following terms and conditions.
2. **TERM:** The term of this Contract is for a period commencing March 24, 2014 and ending June 30, 2015. The Superintendent and the Administrative Assistant, provided each has notified the other in writing of their desire to commence negotiations for a successor agreement, will endeavor to reach agreement on a successor contract on or before July 1, 2015. For purposes of this Agreement, the anniversary date shall be considered to be March 24th of each year.
3. **COMPENSATION:** Beginning March 24, 2014 the Administrative Assistant for Human Resources, Curriculum & Instruction shall be paid an annual salary of \$53,645 payable in bi-weekly installments. The Superintendent and the Administrative Assistant shall meet no later than September 1st, 2014, for the purpose of reviewing the Administrative Assistant's salary and expenses to take effect on September 24, 2014 through June 30, 2015. It is anticipated that said review should result in a fair and reasonable salary increase, commensurate with a performance evaluation.
4. **TERMINATION:**
In the event that the Administrative Assistant for Human Resources, Curriculum & Instruction desires to terminate this contract before the term of service shall have expired, the Administrator may do so by giving at least 90 days written notice of such intention to the Superintendent, with a time for such termination to be jointly established between the Administrative Assistant for Human Resources, Curriculum & Instruction and the Superintendent.

The Superintendent may, with notice to the Administrative Assistant for Human Resources, Curriculum & Instruction, terminate this contract at the Superintendent's sole discretion, with or without cause, within ninety days of its effective date.

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

Notwithstanding any provision to the contrary, the Superintendent may dismiss or demote the Administrative Assistant for Human Resources, Curriculum & Instruction 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. In the event this contract is terminated for good cause, the Administrator shall be so notified in writing. Upon request of the Administrative Assistant for Human Resources, Curriculum & Instruction, he/she may meet with the Superintendent to review the decision.

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

- 5. **DUTIES**: Under the direction of the Director of Curriculum & Instruction, the Administrative Assistant for Human Resources, Curriculum & Instruction shall perform faithfully, and to the best of her ability, the duties listed in the position job description, which is made a part of this contract.
- 6. **PROFESSIONAL DAYS**: The Administrative Assistant for Human Resources, Curriculum & Instruction shall be granted professional days as approved by the Superintendent without loss of pay.
- 7. **STATE RETIREMENT ASSOCIATION**: The Administrative Assistant for Human Resources, Curriculum & Instruction shall be a member of the Norfolk County Retirement Plan.
- 8. **INSURANCE**: The Administrative Assistant for Human Resources, Curriculum & Instruction shall be entitled to all insurance (group life insurance, group accidental death and dismemberment insurance, group general or blanket hospital, surgical and medical insurance) benefits currently available to town employees generally. Such benefits not to be reduced as expressly provided for in this contract or to be agreed upon in the future. The Administrative Assistant agrees to contribute 25% of the plan's premium cost of medical coverage effective at the start of the contract. The Superintendent and the Administrative Assistant may agree to alter components of these benefits.
- 9. **VACATION**: The Administrative Assistant for Human Resources, Curriculum & Instruction shall receive ten (10) vacation days to be taken by June 30th annually (prorated for the 2013-14 school year). On July 1, 2014 the Administrative Assistant for Human Resources, Curriculum & Instruction will be receive 10 vacation days and can carry forward a total not greater than 5 days from the current school year. After five years of employment in this position, the annual number of vacation days shall increase to fifteen (15) days. In addition, after ten years of employment in this position, the number of vacation days shall increase to twenty (20) days. Vacation days are exclusive of legal holidays. The vacation days in a given year may not be carried forward beyond June 30th except with the advance approval of the Superintendent. Maximum carryover shall be five (5) days.
- 10. **LONGEVITY PAY**:

5 Years	\$700	10 Years	\$825
15 Years	\$975	20 Years	\$1,100
- 11. **PAID HOLIDAYS**: The Administrative Assistant will be granted the following holidays with pay:

New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

The holidays specified above shall be observed on whatever calendar date they are observed in Massachusetts. Whenever any of the holidays listed above falls on a day during the Administrative Assistant's vacation, she will receive a compensatory paid day off in lieu of said holiday.

12. **PERSONAL BUSINESS**: The Administrative Assistant will be granted four (4) days leave each year without loss of pay for personal matters which require absence from work. Application for the personal leave must be made in writing to the Superintendent at least twenty-four (24) hours before the taking of such leave, except in case of an emergency.

At the close of each work year, if the Administrative Assistant has not used her personal business days during that year, the days shall be added to the Administrative Assistant's accumulated sick leave.

13. **SICK LEAVE**: The Administrative Assistant for Human Resources, Curriculum & Instruction is entitled to sick leave at a rate of eighteen (18) days per year. The sick leave days are available at the outset of the new year. The number of sick leave days the Administrative Assistant may accrue will be unlimited. The Administrative Assistant using extended sick leave must submit a periodic written statement from a physician affirming that personal ill health makes extended absences necessary.

Up to five (5) days per year may be used from accrued sick leave in the case of illness in the immediate family, those residing in the same household, with the approval of the Superintendent.

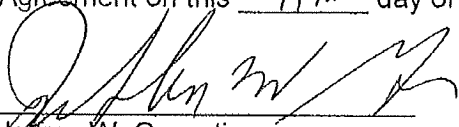
14. **BEREAVEMENT LEAVE**: In case of death during the work year of any member of the Administrative Assistant for Human Resources, Curriculum & Instruction's family (spouse, parent, child or relative living with the family), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) days. In case of death during the work year of a grandparent, grandchild, brother, sister, brother or sister-in-law, or mother 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 a nephew, niece, or other relative not mentioned above, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.

15. **ANNUAL EVALUATION**: The Administrative Assistant for Human Resources, Curriculum & Instruction shall fulfill all aspects of this contract. The Administrative Assistant for Human Resources, Curriculum & Instruction and the Director of Curriculum & Instruction shall meet annually and establish management objectives which will become part of the Administrative Assistant's annual evaluation. Performance shall be reviewed annually and new objectives set by the Superintendent of Schools with the input of the Administrative Assistant on or before the first day of September. Evaluations will be based in part upon the Job Description herein attached and made a part of this contract.

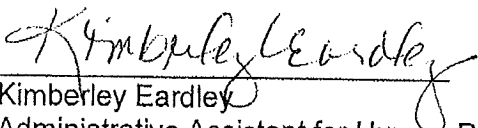
16. If any paragraph or part of this contract is invalid, it shall not affect the remainder of said contract, but said remainder shall be binding and effective against all parties.

- 17. The monetary provisions of this contract are subject to approval by Town Meeting.
- 18. **TOWN MEETING:** Any increase in salary and/or expenses pursuant to this Contract are subject to approval by Annual Town Meeting.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement on this 11th day of March, 2014.



Jeffrey W. Granatino
Superintendent of Schools



Kimberley Eardley
Administrative Assistant for Human Resources,
Curriculum & Instruction