

CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS

ADDENDA TO

JOHNLEY SIMILIEN  
EMPLOYMENT CONTRACT  
JULY 1, 2015 – JUNE 30, 2016

The attached Employment Contract covering the period July 1, 2015 – June 30, 2016 is hereby amended as follows:

4. **COMPENSATION:**

The Employer agrees to pay the School Bus Driver in consideration of the faithful, diligent and competent performance of his duties and responsibilities as School Bus Driver an hourly rate of \$26.53 per hour through June 30, 2016 in accordance with the school year 26 pay schedule. In the event that Johnley Similien works as a substitute custodian, the hourly wage will be \$18.40 per hour.

IN WITNESS WHEREOF, THE PARTIES HERETO SIGN AND SEAL THIS  
ADDENDA TO THE AGREEMENT AND DUPLICATE THEREOF, ON  
THIS 18 DAY OF Sept 2015.

  
Jennifer A. Henderson  
Interim Superintendent of Schools

  
Johnley Similien  
Bus Driver

CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS

SCHOOL BUS DRIVER  
EMPLOYMENT CONTRACT

This AGREEMENT is made this 25<sup>th</sup> day of June 2014 between the Canton Public Schools acting through its Superintendent ("Superintendent"), and Johnley Similien, hereinafter referred to as the "School Bus Driver.

IN CONSIDERATION of the mutual promises contained herein, the parties hereto mutually covenant and agree as follows:

1. EMPLOYMENT:

The Superintendent hereby employs Johnley Similien, as a School Bus Driver for the Canton Public Schools, and Johnley Similien hereby accepts employment subject to the terms and conditions hereinafter provided.

2. TERM:

The School Bus Driver shall be employed from July 1, 2014 to June 30, 2015. The School Bus Driver shall maintain a Commercial Driving Class B license with school bus/passenger endorsements, a School Bus Driver's Certificate, and a Medical Examiner's Certificate. The Superintendent and the School Bus Driver, provided either has notified the other in writing by July 1, 2015 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.

3. WORK YEAR:

The school year position requires 181 days of work, which shall include the 180 days that school is in session plus one day before school starts unless otherwise approved by the Superintendent. The work day shall include, 7.5 hours per day. The per diem rate for this position shall be 1/181 of the annual salary.

4. COMPENSATION:

The Employer agrees to pay the School Bus Driver in consideration of the faithful, diligent and competent performance of his duties and responsibilities as School Bus Driver an hourly rate of \$26.01 per hour through June 30, 2015 in accordance with the school year 26 pay schedule. In the event that Johnley Similien works as a substitute custodian, the hourly wage will be \$18.04 per hour.

5. **TERMINATION:**

A. In the event that the School Bus Driver desires to terminate this contract before the term of service shall have expired, she may do so by giving at least thirty (30) days written notice of such intention to the Superintendent, with a time for such termination to be jointly established between the School Bus Driver 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 School Bus Driver, 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 relevant to the sound operation of the school system. Prior to any dismissal for good cause, the Superintendent will notify the School Bus Driver of the intended dismissal with an explanation of the grounds therefore and, if the School Bus Driver so requests, will provide her with an opportunity for a meeting to review the decision and to present information pertaining to its basis and to the employee's status.

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

6. **DUTIES:**

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

7. **PERSONAL BUSINESS DAYS:**

The School Bus driver will be entitled to one (1) personal business day per work year, subject to advance approval by the Superintendent.

8. **STATE RETIREMENT ASSOCIATION:**

The School Bus Driver shall be a member of the Norfolk County Retirement System as required by M.G.L.

9. **FRINGE BENEFITS:**

The School Bus Driver shall be entitled to all insurance (medical, hospital, dental, and life) benefits currently available to Town employees generally

10. **SICK LEAVE POLICY:**

The School Bus Driver may earn sick leave at the rate of (5) days per year. This may be accumulated up to (20) days.

11. **EVALUATION/PERFORMANCE:**

The School Bus Driver shall fulfill all aspects of this contract and shall be evaluated annually by the School Business Administrator.

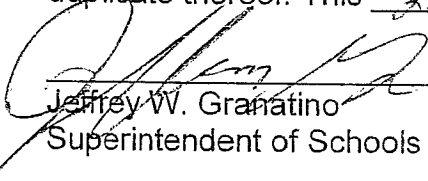
12. **ENTIRE AGREEMENT:**

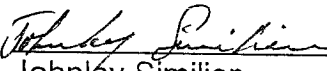
This contract embodies the entire agreement between the Superintendent and the School Bus Driver and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. No modification or addition to this Agreement shall have any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

14. **INVALIDITY:**

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.

**IN WITNESS WHEREOF**, the parties hereto sign and seal this Agreement and a duplicate thereof. This 25<sup>th</sup> day of June 2014.

  
Jeffrey W. Granatino  
Superintendent of Schools

  
Johnley Similien  
School Bus Driver