

CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS

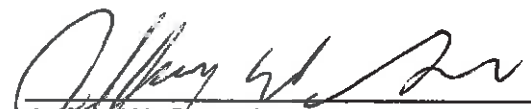
ADDENDA TO

BARRY NECTOW
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:

3. **COMPENSATION:** Beginning July 1, 2015 the School Business Administrator shall be paid an annual salary of \$129,540 in bi-weekly installments.

IN WITNESS WHEREOF, THE PARTIES HERETO SIGN AND SEAL THIS ADDENDA TO THE AGREEMENT AND DUPLICATE THEREOF, ON THIS 22 DAY OF June 2015.



Jeffrey W. Granatino
Superintendent of Schools



Barry Nectow
Business Administrator

CANTON PUBLIC SCHOOLS
SCHOOL BUSINESS ADMINISTRATOR
CONTRACT OF EMPLOYMENT

AGREEMENT made this 19 day of May, 2014 by and between the Canton School Committee, hereinafter referred to/as the Committee and Barry S. Nectow, hereinafter referred to as the "School Business Administrator". In consideration of promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:**

The Committee hereby employs Barry S. Nectow as School Business Administrator of the Canton Public Schools, and Barry S. Nectow hereby accepts employment as School Business Administrator of the Canton Public Schools, on the following terms and conditions.

2. **TERM:**

The School Business Administrator shall be employed for a three year period commencing July 1, 2014 and ending June 30, 2017. The Committee and the School Business Administrator, 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, 2017. For purposes of this Agreement, the anniversary date shall be considered to be July 1 of each year.

3. **COMPENSATION:**

Beginning July 1, 2014 the School Business Administrator shall be paid an annual salary of \$127,000 in bi-weekly installments. The Committee and the School Business Administrator shall meet at least one hundred and twenty (120) days prior to July 1, 2015, for the purpose of reviewing the School Business Administrator's salary and expenses to take effect on July 1, 2015.

4. **DUTIES:**

The School Business Administrator shall serve as Chief Financial Officer of the School Committee and the School Business Administrator shall be responsible for administering the business affairs of the School District so as to attempt to provide the best possible educational services with the financial resources which are available. The School Business Administrator shall perform faithfully and to the best of his ability the duties of school business administration of the Canton Public Schools as set forth in the attached School Business Administrator job description.

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5. CERTIFICATE:

The School Business Administrator shall furnish to the Committee and maintain throughout the term of this Contract a valid and appropriate certificate qualifying him to act as School Business Administrator of the district in the Commonwealth, as required by M.G.L. c.71, Sec. 38.

6. OUTSIDE ACTIVITIES:

A. The School Business Administrator may accept speaking, writing, lecturing or other engagements of a professional nature as he sees fit, provided they do not interfere with his duties as School Business Administrator.

B. The School Business Administrator may undertake or engage in consulting work of any nature after first requesting and obtaining the approval of the Superintendent of Schools, which approval will not be unreasonably withheld. The School Business Administrator will undertake these types of activities on their personal time.

7. REIMBURSEMENT OF EXPENSES:

A. Travel Expenses - The Committee agrees to pay the School Business Administrator the flat sum of \$1,000 for travel within the Commonwealth of Massachusetts. Said sum shall be a reimbursement to the School Business Administrator for travel expenses incurred and paid by him such as mileage, tolls and public transportation costs. Said reimbursement shall be divided into two payments with the first one paid by January 15 and the second one by June 15.

In addition, the School Business Administrator will be reimbursed for travel expenses incurred and paid by him for travel outside of the Commonwealth, such as mileage at the town approved IRS rate, tolls, and public transportation costs. Reimbursement shall occur within a reasonable period of time.

B. Professional Memberships - The Committee shall pay the annual membership dues for Association of School Officials (MASBO) and the Association of School Business Officials (ASBO).

C. Professional Days - With the advance approval of the Superintendent, the School Business Administrator may attend education meetings, workshops and conferences held outside the school system without loss of pay. Again with advance approval of the Superintendent, the School Business Administrator may be reimbursed for attendance at such meetings, workshops and conferences.

D. Tuition Reimbursement - The School Business Administrator shall be reimbursed up to \$1,200 annually for tuition for graduate courses he has completed at an accredited college or university, so long as such courses are relevant to enhancing the knowledge and skills necessary to his role as School

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Business Administrator.

E. Cell Phone – The Canton Public Schools shall reimburse the School Business Administrator for use of his cell phone for school business at a rate of \$50 per month or \$600 annually.

F. Laptop – The Canton Public Schools shall provide the School Business Administrator a laptop which the School Business Administrator is free to use outside of his office, including at his home. At the conclusion of his term as School Business Administrator, the laptop shall remain the property of the Canton :Public Schools.

8. STATE RETIREMENT ASSOCIATION:

The School Business Administrator shall be a member of the Teachers' Retirement System as required by M.G.L. c.32, §2.

9. FRINGE BENEFITS:

A. Medical, Hospital and Life Insurance

The School Business Administrator shall be eligible to participate in the same medical, hospital and life insurance benefits provided by the Town to other employees employed by the Canton School Committee, subject to the same terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

10. WORK YEAR:

The School Business Administrator's work year will consist of 225 days, per a schedule approved by the Superintendent of Schools. Per diem rate is 1/225.

11. SICK LEAVE:

Commencing July 1, 2014 and on each July 1 anniversary date thereafter the School Business Administrator may earn sick leave at the rate of seventeen (17) days per year. Sick leave may be accumulated on a year to year basis to a maximum of 180 days. In addition to personal injury or illness, the School Business Administrator may use a maximum of five (5) days of his accrued paid sick leave each year for illness in his immediate family (spouse, child, parent, or relative living within his household).

12. BEREAVEMENT LEAVE:

The School Business Administrator shall be entitled to all bereavement leave benefits currently available to teachers in the Canton Public Schools.

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13. PERSONAL DAYS:

The School Business Administrator shall be entitled to four (4) personal days a year, without loss of pay, subject to the advance approval of the Superintendent. No reason need be given for the personal days. Any personal days not used will be added to the School Business Administrator's accumulated sick leave.

14. EVALUATIONS:

The Superintendent shall evaluate and assess in writing the School Business Administrator's performance at least once each contract year during the term of this Agreement using an evaluation process consistent with the general laws. The School Business Administrator shall have the right to make a written response to the evaluation, which shall also be placed in the School Business Administrator's personnel file.

15. RESIGNATION AND DISMISSAL:

- A. In the event that the School Business Administrator desires to terminate this contract before the term of service shall have expired, the School Business 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 School Business Administrator and the Committee.
- 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 or demote the School Business Administrator 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. In the event the Superintendent intends to terminate this contract for good cause, the Superintendent shall notify the School Business Administrator of the reasons therefore and, upon request, shall provide the School Business Administrator with an opportunity to meet with the Superintendent to provide information relevant to the decision.
- D. In the event this contract is terminated, any and all financial and other obligations by either party shall cease.

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16. ENTIRE AGREEMENT

This Contract embodies the entire agreement between the School Committee and the School Business Administrator, and there are no inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. The Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.

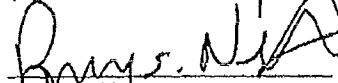
17. INVALIDITY:

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.


18. TOWN MEETING:

The monetary provisions of this Agreement are subject to approval at the Annual Town Meeting.

IN WITNESS WHEREOF, the parties sign and seal this Agreement this 19 day of May 2014.



Barry S. Nectow
School Business Administrator



Cynthia S. Thomas, Chair
Canton School Committee