

JS ✓ sent.

CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS

ADDENDA TO EMPLOYMENT CONTRACT

Johnley Similien

Date of Last Full Contract: July 1, 2018 – June 30, 2020

Reference is hereby made to the employment contract, by and between Johnley Similien and the Canton Public Schools, dated September 24, 2018, for the period of July 1, 2018– June 30, 2020.

The terms and conditions of the contract are hereby amended as follows:

Condition 3, COMPENSATION, is hereby amended by changing the annual salary to \$28.86 per hour, for the one year period of July 1, 2019 to June 30, 2020.

All other terms and conditions of the contract, including all previously executed addenda, shall remain in full force and effect.

In witness whereof, the parties hereto sign and seal this addendum to the contract in duplicate thereof, on this 31 day of May 2019.

  
\_\_\_\_\_  
Dr. Jennifer Fischer-Mueller  
Superintendent of Schools

  
\_\_\_\_\_  
Johnley Similien  
School Bus Driver

CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS

SCHOOL BUS DRIVER  
EMPLOYMENT CONTRACT

This AGREEMENT is made this 24 day of September, 2018 between the Canton Public Schools acting through its Superintendent ("Superintendent"), and Johnley Similien, [REDACTED], 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. 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.
2. **TERM:**  
The School Bus Driver shall be employed from July 1, 2018 to June 30, 2020. The Superintendent and the School Bus Driver, provided either has notified the other in writing by July 1, 2019 of their desire to commence negotiations for a successor agreement, will endeavor to reach agreement on a successor contract on or before July 1, 2019.
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 \$28.29 per hour through June 30, 2017 in accordance with the school year 26 pay schedule.

5. **TERMINATION:**

A. In the event that the School Bus Driver desires to terminate this contract before the term of service shall have expired, he 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 him 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 his 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.

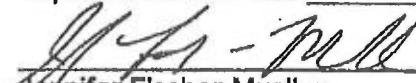
12. **ENTIRE AGREEMENT:**


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.

13. **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 \_\_\_\_\_ day of September, 2018.

  
Jennifer Fischer-Mueller  
Superintendent of Schools

  
Johnley Similien  
School Bus Driver

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2018	SPC SCHOOL PER	JS	BUS DRIVER 26X	A ANNUAL	B BIWEEKLY	32	26.0000	7.50	.00	.00	.00	181.00	N
Contract 7-1-2018													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	28.2892	212.1688	1,477.02	38,402.55

\*\* END OF REPORT - Generated by Maureen Byrnes \*\*