

CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS

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ADDENDA TO EMPLOYMENT CONTRACT

Brett McCloud

Date of Last Full Contract: July 1, 2018– June 30, 2021

Reference is hereby made to the employment contract, by and between Brett McCloud and the Canton Public Schools, dated July 24, 2018, for the period of July 1, 2018 – June 30, 2021.

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


Condition 3, COMPENSATION, is hereby amended by changing the annual salary to \$62,973, for the one year period of July 1, 2019 to June 30, 2020.

Condition 9, VACATION, is hereby amended by adding the following language at the end of the condition: The Coordinator will have a one-time exception and receive 15 vacations days for the period of July 1, 2019 – 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 17 day of June 2019.

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

  
\_\_\_\_\_  
Brett McCloud  
Enrollment and Transportation  
Coordinator

CANTON PUBLIC SCHOOLS  
CANTON, MASSACHUSETTS

Enrollment and Transportation Coordinator  
July 1, 2018 to June 30, 2021

THIS AGREEMENT is made the 27 day of July, 2018, by and between Jennifer Fischer-Mueller, the Superintendent of Schools, and Brett McCloud. In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The Superintendent hereby employs Brett McCloud as Enrollment and Transportation Coordinator ("Coordinator") and Brett McCloud hereby accepts employment on the following terms and conditions.
2. **TERM:** The term of this Contract is for a period commencing July 1, 2018 and ending June 30, 2021. The Superintendent and the Enrollment and Transportation Coordinator, 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, 2021. For purposes of this agreement, the anniversary date shall be considered to be July 1st of each year.
3. **COMPENSATION:** The Coordinator shall be paid an annual salary of \$61,139 payable in bi-weekly installments, prorated for the period of July 1, 2018 through June 30, 2019. The Superintendent and the Coordinator shall meet at least ninety (90) days prior to July 1st of each subsequent year of the contract for the purpose of reviewing and establishing the Coordinator salary to take effect as of July 1 of the next contract year. 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 Coordinator desires to terminate this contract before the term of service shall have expired, the Coordinator 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 Coordinator and the Superintendent.

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 Coordinator 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 Coordinator 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 Superintendent, the Coordinator 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 Coordinator shall be granted professional days as approved by the Superintendent without loss of pay.
7. **STATE RETIREMENT ASSOCIATION:** The Coordinator shall be a member of the Norfolk County Retirement Plan.
8. **INSURANCE:** The Coordinator shall be entitled to all insurance (medical, hospital, life, and workman's compensation) benefits and all other fringe benefits currently available to teachers and other administrators, such benefits not to be reduced unless expressly provided for in her Contract or agreed upon in the future.
9. **VACATION:** On July 1, of each contract year, the Coordinator shall receive an annual allotment of 10 vacation days, to be used by June 30<sup>th</sup> (The Coordinator will have a one-time exception and receive 15 vacation days for the period of July 1, 2018 – June 30, 2018). 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 30<sup>th</sup> 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 Coordinator 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 Enrollment and Transportation Coordinator's vacation, she will receive a compensatory paid day off in lieu of said holiday.
12. **PERSONAL BUSINESS:** The Coordinator 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 Coordinator has not used her personal business days during that year, the days shall be added to the Enrollment and Transportation Coordinator's accumulated sick leave.
13. **SICK LEAVE:** The Coordinator 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 Coordinator may accrue will be unlimited. The Coordinator 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 Enrollment and Transportation Coordinator'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 Coordinator shall fulfill all aspects of this contract. The Coordinator shall meet annually with the Superintendent and/or his designee and establish management objectives which will become part of the Enrollment and Transportation Coordinator's annual evaluation. Performance shall be reviewed annually and new objectives set by the Superintendent of Schools or his/her designee, with the input of the Enrollment and Transportation Coordinator on or before the first day of July. Evaluations will be based in part upon the Job Description herein attached and made a part of this contract.
16. **ENTIRE AGREEMENT:** This Contract embodies the whole agreement between the Superintendent and the Coordinator and supersedes all prior agreements between the parties. There are no other inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.
17. **WAIVER:** The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties unless said waiver is in writing and signed by both parties.
18. **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.
19. **CONSTRUCTION OF AGREEMENT:** 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.
20. **APPROPRIATION:** 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.

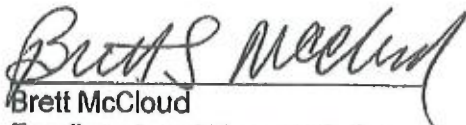
21. **CELL PHONE REIMBURSEMENT:** The Superintendent shall provide the Coordinator a reimbursement in the amount of \$40 per month towards the cost of her cell phone as used for school business

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this 24 day of July, 2018.

FOR THE CPS by:

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

Assented to by:

  
\_\_\_\_\_  
Brett McCloud  
Enrollment and Transportation  
Coordinator