

EMPLOYMENT AGREEMENT

SCHOOL COMMITTEE of the WESTFIELD PUBLIC SCHOOLS

And

SUPERINTENDENT OF SCHOOLS

This Employment Agreement (hereinafter referred to as “Agreement”), having an effective date of July 1, 2019 is made between Stefan Czaporowski (hereinafter referred to as “Superintendent”) and the **School Committee of Westfield Public Schools** of Westfield, Massachusetts (hereinafter referred to as the “School Committee”). Together, the School Committee and the Superintendent are referred to as the “Parties” to this Agreement.

In consideration of the promises contained herein, the School Committee and the Superintendent mutually agree as follows:

1. Employment

The School Committee agrees to employ Stefan Czaporowski as the Superintendent of Schools for the Westfield Public Schools, and the Superintendent accepts that employment. The terms of employment between the Parties are pursuant to this Agreement.

2. Duties

- (a) *Generally.* The Superintendent shall carry out the job duties, policies and functions established by the School Committee in accordance with and consistent with the powers and duties of a Superintendent of Schools as contained in the General Laws of the Commonwealth of Massachusetts, the regulations of the Massachusetts Department of Elementary and Secondary Education, or as required under federal law or regulation.
- (b) *Full-time.* The Superintendent shall be employed only by the School Committee and shall devote his full time and attention to his duties and responsibilities during the life of this Agreement, unless the same is terminated. He shall fulfill all aspects of this contract and he shall faithfully, diligently and competently perform his duties and responsibilities as Superintendent of Schools. The Superintendent acknowledges that he is engaged in a position of public trust and responsibility representing the School District and therefore, he serves as a role model who must lead and teach by example. He shall not engage in outside consultant work, speaking engagements, writing or

lecturing, or other professional duties, unless first approved by a majority of the School Committee.

- (c) *Cooperation.* Notwithstanding any state laws to the contrary, the Superintendent shall cooperate with the School Committee and any public office or department of the City of Westfield, MA that is or shall provide any services to the Westfield Public Schools.
- (d) *Executive Position.* As the Chief Executive Officer of the School District, the Superintendent is ultimately responsible for ensuring the proper implementation of all laws, policies, goals, objectives, contracts, and obligations of the School District (not falling under the obligations or purview of the School Committee).
- (e) *Other Duties.* The Superintendent assumes the responsibility for matters relating to supervision and oversight of staff, and agrees to perform such additional duties and responsibilities as may from time to time be assigned to his Committee, or shall otherwise be necessary or required in order to effectuate the terms of this Agreement.

3. **Term**

The Superintendent shall be employed for a period commencing of July 1, 2019 through June 30, 2022, unless this Agreement is terminated sooner, pursuant to the terms of this Agreement. This contract shall not be automatically renewed. If either party wishes to extend the contract beyond June 30, 2022, written notice must be provided to other on or before January 31, 2022. If both Parties accept the continuation of employment the terms of any such continued employment shall be negotiated between February 1, 2022 and June 1, 2022.

4. **Compensation**

Effective July 1, 2019, the Superintendent shall receive through regular installments consistent with the District's pay practices, the equivalent of an annual salary of One Hundred and Fifty Four Thousand Dollars Annually (\$154,000.00) except that payment of the equivalent installments shall immediately cease upon termination of this Agreement. This salary is subject to review, annually, by the School Committee.

Notwithstanding the above, the Superintendent shall receive an increase of Three Thousand Dollars (\$3,000.00) to an annual salary of One Hundred and Fifty Seven Thousand Dollars (\$157,000.00) effective July 1, 2020, but ceasing upon termination of this agreement.

Notwithstanding the above, the Superintendent shall receive an increase of Three Thousand Dollars (\$3,000.00) to an annual salary of One Hundred and Fifty One Thousand Dollars (\$160,000.00) effective July 1, 2021, but ceasing upon termination of this agreement.

5. **Travel**

In the performance of his duties, intra-District travel is a regular responsibility of the Superintendent. As compensation for this obligation, the Superintendent shall be paid additional compensation of Two Thousand Dollars (\$2,000.00), per year, above his yearly salaries as listed in Article 4 of this agreement. The parties agree this value is intended in lieu of travel reimbursements/mileage for intra-District travel, and is intended as a compensation adjustment and not a stipend. The value of the travel compensation shall be annualized, shall run concurrent with the fiscal year, and shall cease upon termination of this agreement.

The Superintendent may, from time to time, bring to the School Committee for advance approval, a request for interstate or intra-state travel related to the operation of the School District. If such travel requests are approved by the School Committee, the Superintendent shall be reimbursed for mileage at the IRS rate in effect at the time of travel, as well as for tolls, housing and a meal allowance. The Superintendent is authorized to travel to any meeting required by the District of the Commonwealth without first seeking or receiving advance approval. The School Committee retains the right to audit any such travel.

6. **Insurance**

The Superintendent is eligible to participate in the medical, hospital, life and dental insurance benefits in effect for and consistent with the terms applicable to other full-time administrators within the Westfield Public Schools.

7. **Technology and Communication**

- (a) To facilitate the work and availability of the Superintendent, the School District agrees to provide the Superintendent with reasonable and necessary currently technology and communications and computer access (laptop computer, software, and supplies, cell phone, "Blackberry" or similar device) for business use to enable him to conduct work from remote locations. To facilitate the work and availability of the Superintendent, the District also agrees to provide the Superintendent with

reasonable and necessary cellular communications for business use to enable her to conduct work from his office, residence or remote locations.

- (b) The Superintendent understands and agrees that any and all electronic, media, and other devices or equipment is the property of the School District. All data sent, received, stored, viewed, or access is subject to search by the School Committee or its designee. The Superintendent acknowledges that he has no expectation of privacy related to any information electronic or otherwise related to equipment provided for his business use.

8. **Retirement**

The Superintendent shall participate in the Massachusetts Contributory Retirement System pursuant to M.G.L. c. 32, as applicable, and shall receive such benefits to which she may be entitled thereto.

9. **Vacation**

The Superintendent shall be eligible for twenty-five (25) working days' vacation during each fiscal year (July 1 through June 30). Vacation time shall be taken at the convenience of and with the prior approval of the Committee. The entire annual allotment of vacation leave shall be credited in full on July 1 and shall be available for use subject to the requirements stated herein. Vacation time which has not been used by June 30 will be forfeited. Upon written notice provided prior to the end of the fiscal year, the Committee authorizes the Superintendent to carry over up to a maximum of ten (10) unused vacation days into the next succeeding fiscal year.

10. **Sick Leave**

For bona fide personal illness or injury, the Superintendent is entitled to eighteen (18) paid sick leave days during each fiscal year. Sick leave is accumulated from year to year, but in no event shall exceed one hundred eighty (180) days. The entire annual allotment of sick leave shall be credited in full on July 1 and shall be available for use subject to the requirements stated herein. For absences due to illness or injury in excess of three (3) consecutive workdays the Committee shall be notified. The committee may, in its discretion, require a doctor's report. The Superintendent shall assist in obtaining such report as requested.

11. **Holidays**

The Superintendent shall receive the same days off for holidays to which the twelve (12) month employees of the Westfield Public Schools are currently entitled. At present, those days are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independent Day	Christmas Day

12. **Certification Requirements**

During the term of this agreement, and any extension thereof, the Superintendent shall immediately take all steps necessary to obtain all certification or other requirements related to becoming a Superintendent of Schools within the Commonwealth. The Superintendent shall provide updates to the School Committee regarding this process. If the same cannot be accomplished within the first six (6) months of this agreement, a detailed explanation shall be provided to the School Committee. Once obtained, the Superintendent shall maintain all certifications or other requirements imposed by the Commonwealth of Massachusetts upon individuals who serve as Superintendent of Schools within the Commonwealth. Failure to meet the obligations under this Paragraph shall be grounds for separation.

The School Committee will provide for memberships to the Massachusetts Association of School Superintendents, New England Association, Association of Supervision and Curriculum Development and Connecticut Valley Superintendent as they did for the former Superintendent.

13. **Evaluation**

The Committee will review the performance of the Superintendent in each year of the contract no later than March 31st unless the Parties, by mutual agreement in writing, agree to extend the time therefore. Nothing precludes more frequent evaluations if so desired by the School Committee. The evaluation period runs from July 1 through June 30, meaning the review shall be issued prior to the completion of the review period (unless the deadline is extended by mutual agreement).

The Committee shall evaluate the performance of the Superintendent in writing and the Superintendent shall be entitled to provide input to the School Committee regarding the evaluation tool prior to the Commencement of any such review. The performance valuation may be used for all lawful purposes to include but not be limited:

- (a) to strengthen the working relationship between the Committee and the Superintendent and to clarify for the Superintendent and individual members of the Committee the responsibilities the Committee relies upon the Superintendent to fulfill;

- (b) to discuss and establish goals for the upcoming school year, including Statewide Performance standards;
- (c) to serve as the basis for such adjustments to this agreement as are appropriate given the performance rating of the Superintendent by the Committee; and,
- (d) to receive input and feedback from subordinate members of management regarding the Superintendent's performance as well as any of the items listed above.

14. **Termination of Agreement**

- (a) Anything contained in this agreement to the contrary notwithstanding, the Committee may suspend and/or dismiss the Superintendent during the term of this agreement for cause which shall mean any reason put forth by the Committee in good faith that is not arbitrary, irrational or otherwise unrelated to the efficient and effective operation of the school District. For illustrative purposes only, the definition of cause shall include but not be limited to misconduct, incompetence, inefficiency, insubordination, failure to perform duties, violation of state ethics laws, and/or conduct unbecoming a school official. The Superintendent shall be advised of the charge or charges and cause or causes for his proposed discharge and shall be given an opportunity for a hearing prior to the official action being taken along with seventy two hours advanced notice.
- (b) In compliance with the Massachusetts Open Meeting Law (MGL c. 30A §§18-25), said hearing shall be convened in Executive Session unless the Superintendent requests that it be public. The Superintendent may be represented by counsel at such Executive Session who shall be entitled to participate on behalf of the Superintendent. Except in cases of extreme emergency which warrant immediate action, such as an arrest, advance notice shall be provided of the specific allegations or charges in sufficient detail to place the Superintendent on notice of the basis of such intended action and copies of all relevant documents on which the Committee intends to rely for such action.
- (c) Any and all controversies or claim arising out of or relating to the Superintendent's employment, the terms of this agreement, or any suspension or termination shall be settled and determined by arbitration in accordance with the Labor Arbitration Rules of the American Arbitration Association. An award by an arbitrator appointed, pursuant to such rules, shall be final and binding on the parties any may be entered into any court, tribunal or commission otherwise having jurisdiction thereof, for enforcement pursuant to the provision of and standards of M.G.L. c. 150C or if G.L. 150C is determined to be inapplicable, then pursuant to the provision of c. 251 of the General Laws relative to arbitration of commercial disputes. The award of the arbitrator may be appealed into court in accordance with any legal provision giving right to the same.

Either party may invoke the arbitration provision hereunder by filing a demand for arbitration with the American Arbitration Association (AAA) and the other party within thirty (30) days of the date of which the claiming party knew, or should have known, of a controversy or claim subject to the arbitration clause, unless a statute provides for a longer filing period. The right and obligation to file a demand for arbitration hereunder shall survive the expiration of the contract or the employment relationship. The parties agree to submit to subpoenas issued by the arbitrator and other rules of procedure issued by the AAA related to employment disputes.

The arbitrator may enter any and all applicable relief including, but not limited to, compensatory damages due under the contract, but in no case shall such award order or require the reinstatement of the Superintendent to his position.

15. **Personal Days/Bereavement**

The superintendent shall be entitled to three (3) unrestricted personal days annually which may be taken in one half (.5) day increments. Unused personal days shall accrue as sick days. In addition thereto, in the event of the death of a spouse, parent or child, the Superintendent shall be entitled to up to five (5) days of bereavement leave, and three (3) days for any other close family member.

16. **Governing Law and Interpretation**

This agreement shall be subject to and governed by the laws of the Commonwealth of Massachusetts. Should any provision of the Agreement be declared illegal or unenforceable, such provision shall immediately become null and void, leaving the remainder of this agreement in full force and effect.

17. **Entire Agreement**

This contract embodies the whole agreement between the Committee and the Superintendent; and there are no Inducements, promises, terms, conditions or obligations made or agreed to by either party other than those contained therein. This contract may not be revised or amended except in writing signed by both the Committee and the Superintendent.

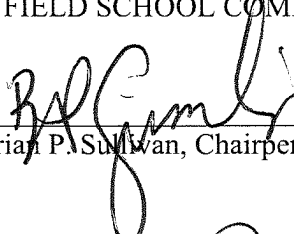
18. **Invalidity**

If any section or part of this contract is found to be contrary to law, it shall not affect the remainder of the contract and the remainder shall be binding and effective against both the Committee and the Superintendent.

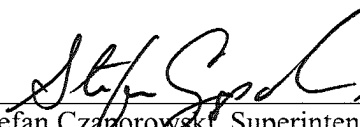
IN WITNESS WHEREOF, the Westfield School Committee has caused this agreement to be signed and sealed on its behalf by Brian P. Sullivan, its chairperson duly authorized by vote of Committee, and this agreement has been signed and sealed by Stefan Czaprowski, on the date as first set forth below.

WESTFIELD SCHOOL COMMITTEE

SUPERINTENDENT

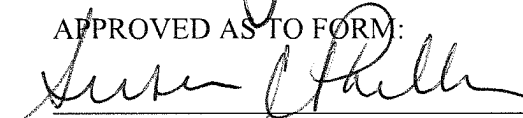
By: 

Brian P. Sullivan, Chairperson

By: 

Stefan Czaprowski, Superintendent

APPROVED AS TO FORM:



Law Department