

EMPLOYMENT AGREEMENT  
AUTISM CONSULTANT  
WESTFIELD PUBLIC SCHOOLS

This agreement is entered into this 30 day of August, 2017 by and between the School Committee of the City of Westfield, acting through its duly authorized Superintendent, Stefan Czaporowski, and KAREN KENNEDY, AUTISM CONSULTANT. The terms of this agreement, in full conformity with School Committee policy, are as follows:

1. TERM

This agreement shall remain in full force and effect for the period commencing July 1, 2017 and ending with June 30, 2020 or the termination of employment in accordance with the General Laws of the Commonwealth, if sooner.

2. DUTIES AND RESPONSIBILITIES

The Employee recognizes that this contract shall be the sole source of the terms and conditions of employment, except as otherwise provided by statute. The Employee further for all services rendered under this agreement for an annual work year of one hundred and eighty-four (184) days agrees that she shall devote her attention, energy and skill in providing leadership in developing and maintaining the best possible educational programs and services for the City of Westfield, as per the job description for the position of Autism Consultant and as directed by the Superintendent of Schools and in conformity with School Committee policy. See attached Exhibit A.

Nothing in this agreement shall preclude the Employer from considering the Employee for additional work opportunities under any federal, state and/or local programs, whenever possible. All programs will be adequately publicized by the Superintendent throughout the district, as early as possible, and, should Employee apply for the program position, Employee will be notified of any action taken regarding their application as early as possible. Should an additional work opportunity be awarded to the Employee, s/he fully understands and agrees to comply with the duties, obligations and requirements of M.G.L. c. 268A regarding engagement in such program(s) with the Westfield Public Schools. Employee agrees to be compensated at either their approved hourly rate or the approved stipend rate for the work concerned, whichever is posted on the notice of the program opportunity.

3. ASSIGNMENT

The Employee is hereby assigned to the Special Services Department.

4. COMPENSATION

Effective August 25, 2017, for all services rendered under this agreement for an annual work year of one hundred and eighty-four (184) days the Committee shall pay to the Employee shall receive a gross biweekly (22 pay periods) salary of three thousand o dollars and forty-one cents (\$3,071.41) for an annualized salary of sixty seven thousand five hundred and seventy-one dollars (\$67,571) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law and chosen by the AUTISM CONSULTANT.

5. EVALUATION

The Employee agrees that an annual written evaluation of her performance will be conducted in accordance with an evaluation instrument and procedure employed by the Superintendent of Schools consistent with School Committee policy and applicable law and regulation.

6. MILEAGE REIMBURSEMENT

The Employee shall be reimbursed for business travel outside the City of Westfield at the mileage rate established by the City for reimbursement.

7. BENEFITS

The following benefits shall accrue to the Employee under the terms of this contract.

A. SICK LEAVE

Sick leave days are essentially a form of insurance protection for the employees and are an inchoate right to compensation that does not vest in an employee until she has a bona fide sickness, preventing her from reporting for and performing her duties. The Employee Reporting Form (Appendix C), properly filled out, will be required with three (3) incidents of absence in any contract year.

The Employee is entitled to ten (10) sick leave days each year of the contract, provided she is in pay status as of the first day of each contract year.

Sick leave days may be accumulated from year to year with no maximum. The Superintendent reserves the right to have an individual examined by a physician of her choosing at the school's expense.

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In cases of merit, the Superintendent may allow sick leave beyond the above limits. The following criteria are intended to serve as a just cause standard for testing the reasonableness of Superintendent action on request for additional sick leave days.

- (1) The Employee has served in the Westfield Schools for more than three 3 years.
- (2) The illness or injury is of long-term duration.
- (3) The number of additional days granted will not exceed the number of days accumulated at the start of the illness, but in no event will exceed one hundred eighty-two (182) days.
- (4) The sex or marital status of the Employee will have no basis in the decision to allow or deny the additional days.
- (5) Additional days will not be considered for elective surgery when it could be scheduled during the summer vacation period.
- (6) Elective surgery which is scheduled during the summer months and results in a long period of convalescence will not disqualify the Employee from being allowed additional days if the other criteria listed are met.

B. TEMPORARY LEAVES OF ABSENCE

- (1) The Employee will be entitled to the following temporary leaves of absence with pay each school year.
- (a) Two (2) days for religious, personal, legal, business, household or family matters which require absence during school hours, with prior approval of the Superintendent of Schools. This does not preclude the Superintendent from granting additional days should circumstances warrant.
  - (b) At least one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with prior approval of the Superintendent of Schools.
  - (c) Time necessary for appearances in any legal proceeding connected with the Employee's employment or with the school system or in any other legal proceeding if the Employee is required by law to attend as a witness.
  - (d) Up to five (5) days to arrange for and attend the funeral of a spouse, parent, or child. The Employee will be granted up to three (3) days at the discretion of the Superintendent to arrange for and attend the funeral of other members of the Employee's family or persons who are close as family.
  - (e) The Employee will be allowed to access her sick leave in the event of serious illness requiring bedside or household attention of the members of the Employee's family or persons who are as close as family.
  - (f) Ten (10) days per school year for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. The Employee will be paid the difference between her regular pay and the pay which she receives from the state or federal government.

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- (2) Leaves taken pursuant to Section 1 above will be in addition to any sick leave to which the Employee is entitled. Any absence occasioned by the Employee's attendance at any convention, conference, seminar, visitation, evaluation or any similar event when such attendance has been required by the Superintendent of Schools shall not be charged against any of the leave provisions of this article or any other article of this agreement.

8. INSURANCE AND ANNUITY

All insurances currently available to employees of the Westfield Public Schools shall be available to the Employee. The Employee is also eligible for participation in a tax sheltered annuity plan established pursuant to United States Public Law No. 87-370.

9. TERMINATION

In the event that either party desires to terminate this contract before the term of service shall have expired, either party may do so with at least sixty (60) days written notice to the other party prior to the effective date of such termination; If said notice is received, the Westfield Public Schools shall only be obligated to pay the Autism Consultant for services up to and including the date of termination. Upon termination of employment, no additional pay is owed to the Autism Consultant for any accumulated sick or personal time. Upon termination


of employment, and dependent upon the date of termination, the Westfield Public Schools reserves the right to pro rate any benefit time accrued and or used.

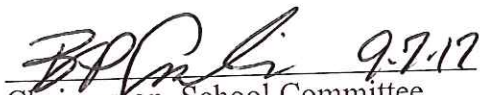
10. ENTIRE AGREEMENT

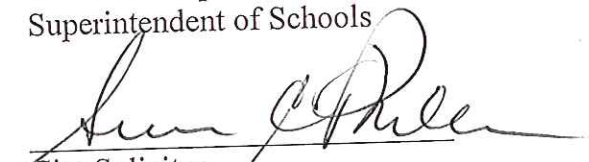
This written Agreement embodies the whole agreement between the Superintendent of Schools, as agent for the Westfield School Committee and the Autism Consultant and there are no inducements or promises in addition thereto. If any section or part of this contract is deemed to be contrary to law, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is signed and sealed on this 30 day of August, 2017.

  
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Karen M. Kennedy  
Autism Consultant

  
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Stefan J. Czaprowski  
Superintendent of Schools

 9-7-17  
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Chairperson, School Committee  
(Approved as to conformity with  
School Committee policy)

  
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City Solicitor  
(Approved as to form)

## WESTFIELD PUBLIC SCHOOLS

### POSITION: AUTISM CONSULTANT

#### RESPONSIBILITIES:

Under the direction of authorized administrators shall:

1. Counsel, test and assist in developing programmatic alternatives for students with serious adjustment problems.
2. Work cooperatively with all staff related to the programs for these identified students.
3. Establish positive relationships with the home.
4. Be involved in developing behavioral objectives for IEP's.
5. Attendance at case conferences on students may be required.
6. Maintain pertinent records on all referred students.
7. Have periodic meetings with teachers to follow up on program recommendations.
8. Work on potential referrals for pre-referral process when needed.
9. Become familiar with Applied Behavior Analysis, Functional Analysis, Functional Curriculum, Data Collection, Task Analysis and classroom structure.
10. Support communication through Picture Exchange System, Functional Communication Training and alternative forms of Augmentative Communication.
11. Work directly with students including crisis management.
12. Provide support and training in the area of autism related field.
13. Non-Violent Crisis Intervention Training as needed.
14. Perform any other duties that may be assigned by the building principal or the Superintendent of Schools or his/her designee.

#### ADDITIONAL REQUIREMENTS:

Work is generally conducted within school building. Ability to travel throughout the school building is necessary. Position involves sitting and the ability to travel from one place to another within the classroom. Work is light in nature with regular lifting of up to 10 pounds and occasional lifting of up to 25 pounds with some pulling and pushing or reaching above, generally of desk and file drawers. Frequent use of hands to operate keyboards and telephones and other office equipment.

#### QUALIFICATIONS:

1. Must be certified as a BCBA
2. Bachelor's degree in either Special Education, Psychology, Speech and Language Pathology, Applied Behavior Analysis or related field.
3. Master's degree in one of the above fields is highly desirable.
4. Experience with Autism/PDD/Asperger's (preschool through high school) at various levels of functioning (MR to cognitively normal) and including those with behavior problems.
5. Experience in both inclusive and substantially separate settings.

REPORTS TO: Administrator of Special Education and Student Support Services

TERMS OF EMPLOYMENT: Salary and terms of employment will be established through personal services employment agreement.

**EVALUATION:** Performance on this job will be evaluated in accordance with provisions of the Westfield School Committee's policy on evaluation.