

AMENDMENT TO EMPLOYMENT AGREEMENT

This agreement is entered into this 27th day of June, 2018 by and between Paul Newton, Westfield Middle School Principal and the School Committee of the City of Westfield, acting through its duly authorized Superintendent, Stefan J. Czaporowski:

WITNESSETH:

Whereas, the parties are parties to a certain personal services agreement dated August 3, 2017, and,

Whereas, the parties are desirous of amending said agreement.

NOW THEREFORE, in consideration of future services and other good and valuable consideration, the parties do agree as follows:

1. All references to Westfield South Middle School shall be replaced by Westfield Middle School
2. The parties agree to amend Article 4, COMPENSATION as follows:
 - a) Effective July 1, 2018, for all services rendered by Principal under this agreement, the PRINCIPAL shall receive a gross biweekly salary of four thousand forty dollars and eighty seven cents (\$4,040.87) for an annualized salary of one hundred five thousand sixty two dollars (\$105,062) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law and chosen by the PRINCIPAL; b) effective July 1, 2018, due to the PRINCIPAL's years of twenty years or more of experience as an ADMINISTRATOR, he will receive an additional five thousand dollars (\$5,000.00) per year to be paid in two equal payments, one on the first paycheck in December and one in the first paycheck in June; c) effective July 1, 2018, due to the PRINCIPAL's attainment of a CAGS, he will receive an additional seven hundred and fifty dollars (\$750.00) per year to be paid in two equal payments, one on the first paycheck in December and one in the first paycheck in June; d) the salary stated herein shall not be reduced below the amount received by the PRINCIPAL in the previous contract year, provided, however, that the PRINCIPAL'S salary may be reduced upon his demotion, administrative reorganization, overall rating of NEEDS IMPROVEMENT, or a transfer to another school or position.
3. The parties agree to amend Article 8, ANNUAL WORK YEAR, by deleting the first sentence and replacing with: The PRINCIPAL shall work two hundred and twenty (220) days per year to include all student contact days, all professional development days, and all administrative retreat date(s).
4. The parties agree to delete the fourth paragraph of Attachment A and replace with the following:

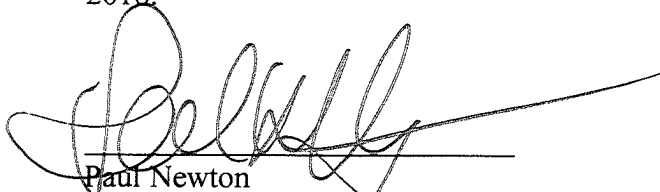
If the PRINCIPAL's performance is so rated, he may be eligible for a performance incentive. Said incentive, if received, shall be paid in the subsequent contract year. If awarded, the incentive shall be payable in two (2) equal payments with the first payment made in the first payroll in December and the second payment in the last payroll in June of the subsequent contract year. For example, ratings for the 18-19 school year shall be paid in the 19-20 school year. The performance incentive is as follows:

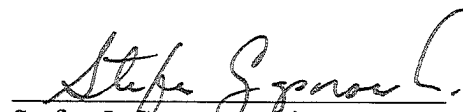
One thousand dollars (\$1,000.00) for each standard with a rating of EXEMPLARY or five hundred dollars (\$500.00) for each standard with a rating of PROFICIENT. Said total for this merit pay should not exceed a total of three thousand (\$3,000.00) dollars.

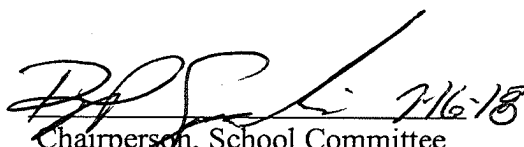
For each full year of mentoring a Westfield Public School principal, the PRINCIPAL shall receive a stipend of two thousand dollars (\$2,000.00). Said payment will be made in the last payroll in June of each year of the contract.

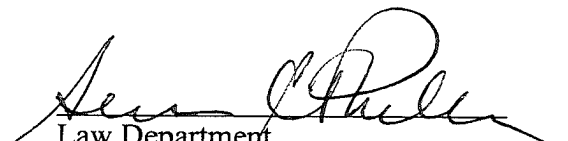
5. All remaining provisions of the August 3, 2017, agreement remain in full force and effect, except as modified, herein.

IN WITNESS WHEREOF, this agreement is signed this 29th day of July, 2018.


Paul Newton
Principal, Westfield Middle School


Stefan J. Czaporowski
Superintendent of Schools


Chairperson, School Committee
(Approved as to conformity
with School Committee policy)


Law Department
(Approved as to form)

**CONTRACT OF EMPLOYMENT
BETWEEN
PAUL KENNETH NEWTON
AND
WESTFIELD PUBLIC SCHOOL DISTRICT
FOR THE POSITION OF
MIDDLE SCHOOL PRINCIPAL**

This agreement, made as of August 3, 2017 between the Westfield Public School District (the "District"), through its Superintendent of Schools, Stefan J. Czaprowski, and Paul K. Newton (the "Principal").

In consideration of the mutual promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The District hereby employs Paul Newton as PRINCIPAL within the public schools of Westfield, and the PRINCIPAL hereby accepts employment on the following terms and conditions:
2. **ASSIGNMENT:** The PRINCIPAL is hereby assigned to the South Middle School. The Superintendent of Schools may, after consultation with the PRINCIPAL, transfer or assign the PRINCIPAL to another Principal position within the School District at any grade level.
3. **TERM:** The PRINCIPAL shall be employed for a one-year period commencing August 8, 2017, through June 30, 2018 with the understanding that an additional two (2) year period would be granted if the overall ranking by the Superintendent at the end of the first year was at least PROFICIENT. The Superintendent, on or before April 15, 2018, shall notify the PRINCIPAL, in writing, as to whether or not he wishes to commence negotiations for a successor agreement. In the event no such notice is given, this agreement shall terminate, as herein provided, on June 30, 2018, and at such date, the employment of the PRINCIPAL shall terminate.
4. **COMPENSATION** a) Effective August 8, 2017, for all services rendered by Principal under this agreement, the PRINCIPAL shall receive a gross biweekly salary of three thousand nine hundred twenty-three dollars and eight cents (\$3,923.08) for an annualized salary of one hundred and two thousand dollars (\$102,000) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law and chosen by the PRINCIPAL; b) the salary stated herein shall not be reduced below the amount received by the PRINCIPAL in the previous contract year,



provided, however, that the PRINCIPAL'S salary may be reduced upon his demotion, administrative reorganization or a transfer to another school or position.

Each year during the term of this agreement, or any extensions thereof, the Superintendent and the Principal shall meet on or before June 15th for the purpose of reviewing the Principal's salary and evaluation.

5. **CONDITIONS OF EMPLOYMENT:** The PRINCIPAL shall be eligible to receive benefits and shall be subject to other conditions of employment as set forth in Attachment "A", and as may be from time to time modified by the WESTFIELD SCHOOL COMMITTEE, Superintendent and/or the General Laws of the Commonwealth.

6. **CERTIFICATE:** The PRINCIPAL shall furnish and maintain throughout the term of this contract a valid and appropriate MA DESE certificate that qualifies him to serve as South Middle School Principal.

7. **DUTIES AND RESPONSIBILITIES:** The PRINCIPAL shall be the educational leader and manager of his school and shall supervise the operation and management of the school and school property, subject to the supervision and direction of the Superintendent. The PRINCIPAL shall be responsible, consistent with the COMMITTEE'S personnel policies and budgetary restrictions and subject to the approval of the Superintendent, for hiring all teachers, instructional or administrative aides, and other personnel assigned to the school, and for terminating all such personnel, subject to review and prior approval by the Superintendent and subject to the provisions of M.G.L., chapter 71 as amended by the Education Reform Act of 1993.

The PRINCIPAL recognizes that his responsibilities and conduct are not determined by prescribed hours and conditions, and will perform the directed and implied duties of her position as determined by the Superintendent of Schools, and will expend the time and effort necessary to effectively achieve the goals and purposes of the District.

7. **OTHER ACTIVITIES AND PROFESSIONAL DUTIES:** The PRINCIPAL may accept speaking, writing, lecturing, or other engagements of a professional nature, provided they do not derogate from his duties as PRINCIPAL and the PRINCIPAL has received prior approval from the Superintendent.

8. **ANNUAL WORK SCHEDULE:** The PRINCIPAL shall work two hundred and twenty-three (223) days per year to include all student contact days, all professional development days, and all



administrative retreat date(s). All other days shall be mutually agreed to and approved in advance by the Superintendent of Schools on or before May 1st of each year.

9. **PERFORMANCE:** The PRINCIPAL shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement, in writing, between the PRINCIPAL and the Superintendent of Schools.

10. **TERMINATION, DEMOTION AND SUSPENSION:** a) 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 Principal for services up to and including the date of termination. Upon termination of employment, no additional pay is owed to the Principal for any accumulated sick, personal or vacation 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. b) the Superintendent may dismiss, demote or suspend the PRINCIPAL for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D if the PRINCIPAL is eligible to elect such procedures by virtue of service of three or more full consecutive years; c) as used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

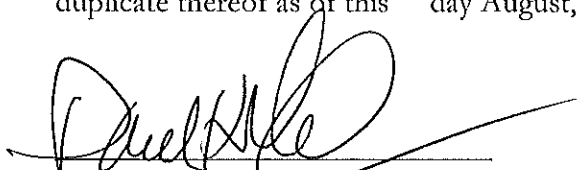
11. **EVALUATION:** The Superintendent of Schools shall evaluate the performance of the PRINCIPAL, at least as often as annually, based upon 1) the duties and responsibilities contained in the job description attached hereto, if so attached; 2) as presented and called for under M.G.L., chapter 71 as amended by the Education Reform Act of 1993; 3) as contained in the policies of the WESTFIELD SCHOOL COMMITTEE; 4) as contained in the policies and directives of the Superintendent; and 5) the annual school improvement goals mutually agreed upon by the Principal and the Superintendent. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools only for the performance rating as PRINCIPAL at North Middle School.

12. **ENTIRE AGREEMENT:** This contract embodies the whole AGREEMENT between the WESTFIELD SCHOOL DEPARTMENT and the PRINCIPAL and there are no 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 writing, by the party against whom enforcement thereof is sought.

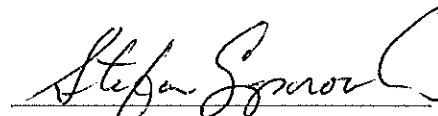


13. **SEVERABILITY:** It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

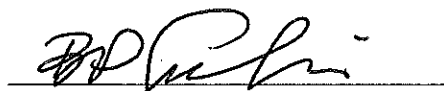
IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof as of this day August, 2017.




Paul K. Newton
Principal, South Middle School



Stefan Czaporowski
Superintendent of Schools



Chairperson, School Committee
(Approved as to conformity with
School Committee policy)



Law Department
(Approved as to form)

ATTACHMENT "A"

The PRINCIPAL shall be entitled to fifteen (15) days of sick leave per calendar year. Unlimited accumulation of sick leave shall be permitted. The PRINCIPAL may use up to seven (7) sick days during each calendar year to attend to immediate family members who are sick. Due to the PRINCIPAL's years of service, he will start her employment with Westfield Public Schools with forty-five (45) sick days.

The PRINCIPAL shall be entitled to three (3) personal days during each calendar year. Any unused personal time shall be converted into sick time at the end of each calendar year.

The PRINCIPAL shall be entitled to up to five (5) consecutive calendar days absence without loss of pay when there is a death in her immediate family. The immediate family is defined to include mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandparent, grandchild, niece, nephew, significant other, brother-in-law, sister-in-law, aunt and uncle. One (1) day's absence without loss of pay shall be allowed to attend the funeral of a resident of the same household. If further time is required, it will be taken as either a personal or an unpaid day. The computation of bereavement days shall begin the day after the death of the family member.

The PRINCIPAL shall be eligible for each of the following performance incentives. If the PRINCIPAL's performance is so rated, he may be eligible for all incentives. For all incentives that the PRINCIPAL is eligible for, the incentive shall be payable in two (2) equal payments with the first payment made in the first payroll in December and the second payment in the last payroll in June:

1. One thousand dollars (\$1,000.00) for each standard with a rating of EXEMPLARY or five hundred dollars (\$500.00) for each standard with a rating of PROFICIENT. Said total for this merit pay should not exceed a total of three thousand (\$3,000.00) dollars.
2. Three thousand dollars (\$3,000.00) for each DESE Level designation improvement (e.g. from Level III to Level II is eligible for one three thousand payment and if the Level improves from III to I, the performance incentive is six thousand (\$6,000.00) from one contract year to the next contract year;\
3. Two thousand dollars (\$2,000.00) for each full year of mentoring a Westfield Public School principal.

The PRINCIPAL shall be entitled to all insurance (medical, dental and life) benefits, and Section 125 plan available to teachers and other administrators.

