

WESTFIELD PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT
CHIEF FINANCIAL OFFICER
WESTFIELD PUBLIC SCHOOLS

This agreement is entered into this 17 day of NOVEMBER, 2107 by and between the School Committee of the City of Westfield, acting through its duly authorized Superintendent of Schools, Stefan J. Czaporowski, and Ronald Rix, Chief Financial Officer, and shall terminate June 30, 2020. 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 Chief Financial Officer recognizes that this contract shall be the sole source of the terms and conditions of employment, except as otherwise provided by statute, including, but not limited to M.G.L. c. 71. The Chief Financial Officer further agrees that he shall devote his 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 the Chief Financial Officer and as directed by the Superintendent of Schools and in conformity with School Committee policy. The duties and responsibilities of the position are subject to change at the discretion of the Superintendent.

3. ASSIGNMENT

The Chief Financial Officer is hereby assigned to the Central Office.

4. COMPENSATION

Effective July 1, 2017, for all services rendered by the Chief Financial Officer under this agreement, the Committee shall pay to the Chief Financial Officer a biweekly salary of four thousand six hundred sixty five dollars and fifteen cents (\$4,665.15) for an annualized salary of one hundred twenty one thousand two hundred and ninety four dollars (\$121,294) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law. All parties acknowledge and agree that said salary fulfills and further releases the Westfield Public Schools from any future payment for unpaid furlough days.

Due to the Chief Financial Officer' years of service to the Westfield Public Schools, he will receive an additional five thousand dollars (\$5,000.00) for the contract period to be paid in two equal payments, one on the first paycheck in December 2017 and one in the last paycheck in June 2018.

Effective July 1, 2018, for all services rendered by the Chief Financial Officer under this agreement, the Committee shall pay to the Chief Financial Officer a biweekly salary of four thousand seven hundred eighty-one dollars and seventy-seven cents (\$4,781.77) for an

annualized salary of one hundred twenty four thousand three hundred and twenty-six dollars (\$124,326) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law. All parties acknowledge and agree that said salary fulfills and further releases the Westfield Public Schools from any future payment for unpaid furlough days.

Due to the Chief Financial Officer's years of service to the Westfield Public Schools, he will receive an additional seven thousand five hundred (\$7,500.00) for the contract period to be paid in two equal payments, one on the first paycheck in December 2018 and one in the last paycheck in June 2019.

Effective July 1, 2019, for all services rendered by the Chief Financial Officer under this agreement, the Committee shall pay to the Chief Financial Officer a biweekly salary of four thousand nine hundred one dollars and thirty-one cents (\$4,901.31) for an annualized salary of one hundred twenty seven thousand four hundred and thirty-four dollars (\$127,434) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law. All parties acknowledge and agree that said salary fulfills and further releases the Westfield Public Schools from any future payment for unpaid furlough days.

Due to the Chief Financial Officer's years of service to the Westfield Public Schools, he will receive an additional seven thousand five hundred (\$7,500.00) for the contract period to be paid in two equal payments, one on the first paycheck in December 2019 and one in the last paycheck in June 2020.

5. EVALUATION

The Chief Financial Officer agrees that an annual written evaluation of his 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. HOLIDAYS

The Chief Financial Officer shall receive the twelve (12) paid holidays to which 12-month employees of the committee are currently entitled.

7. BENEFITS

The following benefits shall accrue to the Chief Financial Officer under the terms of this contract.

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 he has a bona fide sickness, preventing him from reporting for and performing his duties. The Employee Reporting Form (Appendix C), properly filled out, will be required with three (3) incidents of absence in any contract year.

The Chief Financial Officer is entitled to eighteen (18) sick leave days as of July 1st of each year, provided he is in pay status as of that date.

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.

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's action on request for additional sick leave days.

- (1) The Chief Financial Officer 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 Chief Financial Officer 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 Chief Financial Officer from being allowed additional days if the other criteria listed are met.

Temporary Leaves of Absence

A. The Chief Financial Officer will be entitled to the following temporary leaves of absence with pay each fiscal year:

- (1) 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.
- (2) 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.
- (3) Time necessary for appearances in any legal proceeding connected with the Chief Financial Officer' employment or with the school system or in any other legal proceeding if the Chief Financial Officer is required by law to attend as a witness.
- (4) Up to five (5) days to arrange for and attend the funeral of a spouse, parent, or child. The Chief Financial Officer 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 Chief Financial Officer' family or persons who are close as family.
- (5) 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 Chief Financial Officer will be paid

the difference between his regular pay and the pay which he receives from the state or federal government.

- B. Leaves taken pursuant to Section (A) above will be in addition to any sick leave to which the Chief Financial Officer is entitled. Any absence occasioned by the Chief Financial Officer' 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.

Vacation

The Chief Financial Officers shall receive twenty-five (25) vacation days per year. Vacation shall be taken at the convenience of, and with the prior approval of the Superintendent of Schools. With approval of the Superintendent of Schools, the Chief Financial Officer shall be allowed to carryover a maximum of ten (10) vacation days from contract year to contract year provided that said request is sent and approved by the Superintendent on or before May 1st of each contract year.

8. INSURANCE AND ANNUITY

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

9. CERTIFICATION

The Chief Financial Officer agrees to maintain a valid and current MA Department of Elementary and Secondary Education School Business Administrator license at all times relevant to this agreement.

11. TERMINATION

Termination of employment of the Chief Financial Officers shall be in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts. Should the Chief Financial Officer or School Committee desire to terminate the employment prior to the termination date of the agreement, either party shall provide written notice to the other party at least sixty (60) days prior to the termination date. If said notice is received, the Westfield Public Schools shall only be obligated to pay the Chief Financial Officer for services up to and including the date of termination. Should the School Committee decide not to renew the contract of the Chief Financial Officer, written notice shall be given to the Chief Financial Officer of such action no later than April 30, 2020. Upon termination of employment, no additional pay is owed to the Chief Financial Officer 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.

12. ENTIRE AGREEMENT

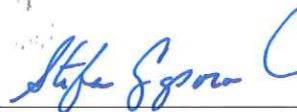
This written Agreement embodies the whole agreement between the Superintendent of Schools, as agent for the Westfield School Committee and the Chief Financial Officer and

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.

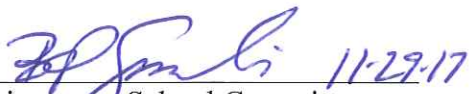
IN WITNESS WHEREOF, this Agreement is signed and sealed on this 17 day of NOVEMBER, 2017.



Ronald Rix
Chief Financial Officer



Stefan J. Czaporowski
Superintendent of Schools



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



Law Department
(Approved as to form)