

WESTFIELD PUBLIC SCHOOLS  
AMENDMENT TO CONTRACT

This Memorandum of Agreement entered into this 25 day of January, 2019 hereby amends the terms of the July 1, 2017 and ending with June 30, 2019 employment agreement between the Superintendent of the Westfield Public Schools, in his duly authorized capacity as Superintendent, and RICHARD JABLONSKI, SUPERVISOR OF CUSTODIANS AND MAINTENANCE specifically as provided below:

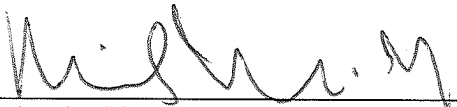
1. Section 9, Benefits, Severance Section shall be amended as follows:

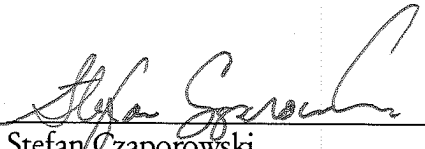
Section A: Change retirement notification date from February 1, 2019 to April 1, 2019


Section F: Change all notification dates from February 1 to April 1

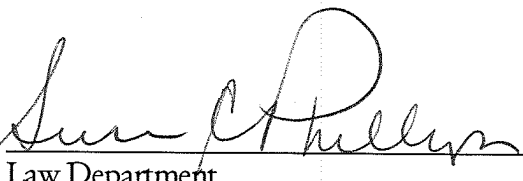
2. All remaining provisions of the contract shall continue in full force and effect.

IN WITNESS WHEREOF, this agreement is signed this 25 day of January, 2019.

  
Richard Jablonski  
Supervisor of Custodians and Maintenance

  
Stefan Czaporowski  
Superintendent of Schools

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

  
Law Department  
(Approved as to form)

WESTFIELD PUBLIC SCHOOLS  
EMPLOYMENT AGREEMENT  
SUPERVISOR OF CUSTODIANS AND MAINTENANCE

This agreement is entered into this 6 day of June 2018 by and between the School Committee of the City of Westfield, acting through its duly authorized Superintendent and RICHARD JABLONSKI, SUPERVISOR OF CUSTODIANS AND MAINTENANCE. The terms of this agreement, in full conformity with School Committee policy, are as follows:

1. EMPLOYMENT: The District hereby employs Richard Jablonski as SUPERVISOR OF CUSTODIANS AND MAINTENANCE within the public schools of Westfield, and the SUPERVISOR OF CUSTODIANS AND MAINTENANCE hereby accepts employment on the following terms and conditions:

2. ASSIGNMENT

The SUPERVISOR OF CUSTODIANS AND MAINTENANCE is hereby assigned to the Maintenance Facility.

3. TERM

This agreement shall remain in full force and effect for the period commencing July 1, 2017 and ending with June 30, 2019 or the termination of employment in accordance with the General Laws of the Commonwealth, if sooner. The Superintendent, on or before April 15, 2019, shall notify the SUPERVISOR OF CUSTODIANS AND MAINTENANCE, 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, 2019, and at such date, the employment of the SUPERVISOR OF CUSTODIANS AND MAINTENANCE shall terminate.

4. DUTIES AND RESPONSIBILITIES

The SUPERVISOR OF CUSTODIANS AND MAINTENANCE recognizes that this contract shall be the sole source of the terms and conditions of employment, except as otherwise provided by statute. The SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE, 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. See attached Exhibit A.

The SUPERVISOR OF CUSTODIANS AND MAINTENANCE shall be available for additional work beyond his regular duties for special events as needed (e.g., athletics, city elections). Compensation for such events will not be included in his regular salary and shall be paid at his current established hourly rate.

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.

#### 5. COMPENSATION

Effective July 1, 2017, for all services rendered by the SUPERVISOR OF CUSTODIANS AND MAINTENANCE under this agreement, the Committee shall pay to the SUPERVISOR OF CUSTODIANS AND MAINTENANCE a gross biweekly (26 pay periods) salary of three thousand two hundred forty-six dollars and sixty nine cents (\$3,246.69) for an annual salary of eighty four thousand four hundred and fourteen dollars (\$84,414), payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law and chosen by the SUPERVISOR OF CUSTODIANS AND MAINTENANCE.

Due to the SUPERVISOR OF CUSTODIANS AND MAINTENANCE's years of service to the Westfield Public Schools, he will receive an additional one thousand dollars (\$1,000.00) for the contract period. The first payment should be made in the last check of June 2018. Said payment of one thousand dollars (\$1,000.00) shall also be paid in two equal payments, one on the first paycheck in December 2018 and one in the last paycheck in June 2019.

All parties acknowledge that the SUPERVISOR OF CUSTODIANS AND MAINTENANCE is owed five (5) furlough days. A total of one thousand six hundred and twenty-three dollars (\$1,623.00) shall be paid to the SUPERVISOR OF CUSTODIANS AND MAINTENANCE on the last paycheck in June 2018. All parties agree that said payment will settle any and all claims of furlough days owed.

#### 6. EVALUATION

The SUPERVISOR OF CUSTODIANS AND MAINTENANCE agrees that an annual written evaluation of his performance will be conducted by the Chief Financial Officer in accordance with an evaluation instrument and procedure employed by the Superintendent of Schools consistent with School Committee policy and applicable law and regulation.

#### 7. HOLIDAYS

The SUPERVISOR OF CUSTODIANS AND MAINTENANCE shall receive the twelve (12) paid holidays to which 12-month employees of the committee are currently entitled.

#### 8. MILEAGE REIMBURSEMENT

The SUPERVISOR OF CUSTODIANS AND MAINTENANCE shall be reimbursed for business travel at the mileage rate established by the City for reimbursement.

9. BENEFITS

The following benefits shall accrue to the SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE is entitled to twelve (12) sick leave days as of July 1<sup>st</sup> 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 his or 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 action on request for additional sick leave days.

- (1) The SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE from being allowed additional days if the other criteria listed are met.

Severance Pay

- A. The SUPERVISOR OF CUSTODIANS AND MAINTENANCE, upon retirement, or his estate, upon his death, will be paid for accumulated unused sick leave days up to a maximum of seventy (70) days. This maximum will be one hundred (100) days provided the SUPERVISOR OF CUSTODIANS AND MAINTENANCE has accumulated one hundred eighty (180) days of sick leave on the effective date of retirement. Any payment for severance is upon the condition that irrevocable intent

to retire is submitted to the Superintendent of Schools on or before February 1, 2019 with a stated irrevocable retirement date prior to the end of the contract period.

- B. Payment for the above (A) will be made at the per diem rate of the respective individual.
- C. Should the SUPERVISOR OF CUSTODIANS AND MAINTENANCE contemplate retirement specify to the Superintendent of Schools such intent at least one (1) year prior to such retirement, he may, in lieu of (A) above, make a request to receive a salary adjustment for the last year before retirement of an amount equal to the amount he would have received under (A) above. Approval or denial of the request is at the discretion of the Superintendent. If approved, his accumulated sick leave will be reduced by a like amount.
- D. If the SUPERVISOR OF CUSTODIANS AND MAINTENANCE elects to receive his severance pay under the terms of Paragraph (C) of this Article, he shall receive a salary adjustment based on the salary he receives during his last year of service.
- E. Payment made under this Article will not be considered regular earnings under Ch. 32 of the Mass. Gen. Laws.
- F. If the SUPERVISOR OF CUSTODIANS AND MAINTENANCE intends to retire and receive the benefits of this article, he must notify the Superintendent of Schools in writing prior to February 1 of the year preceding the financial budget being prepared so that the severance amount may be included before the budget is voted. If the SUPERVISOR OF CUSTODIANS AND MAINTENANCE fails to satisfy the February 1 date, he would not receive his severance benefit until the succeeding budget is prepared and voted.
- G. The Employer may decide based on budgetary considerations that severance amounts can be made over a period of three successive years following retirement. Should the Employer make such a determination, the SUPERVISOR OF CUSTODIANS AND MAINTENANCE will be notified in writing by November 1<sup>st</sup> of the calendar year in which notice of retirement is made. The parties further agree that the SUPERVISOR OF CUSTODIANS AND MAINTENANCE may elect to spread the severance payments over a period not to exceed three years, provided written notice of this intention is provided by December 1<sup>st</sup> (assuming the Employer does not notify the SUPERVISOR OF CUSTODIANS AND MAINTENANCE of an intention to spread the severance payment over three fiscal years).

#### Temporary Leaves of Absence

- A. The SUPERVISOR OF CUSTODIANS AND MAINTENANCE will be entitled to the following temporary leaves of absence with pay each school 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE'S employment or with the school system or in any other legal proceeding if the SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE'S family or persons who are as close as family.
  - (5) The SUPERVISOR OF CUSTODIANS AND MAINTENANCE will be allowed to access his sick leave in the event of serious illness requiring bedside or household attention of the members of the SUPERVISOR OF CUSTODIANS AND MAINTENANCE family or persons who are as close as family.
  - (6) 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 Supervisor is entitled. Any absence occasioned by the SUPERVISOR OF CUSTODIANS AND MAINTENANCE'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.

#### Vacation

On July 1, 2017, the SUPERVISOR OF CUSTODIANS AND MAINTENANCE shall receive twenty (20) vacation days. On July 1, 2018, the SUPERVISOR OF CUSTODIANS AND MAINTENANCE shall receive twenty-five (25) vacation days. 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE shall be allowed to carryover a maximum of ten (10) vacation days into each subsequent contract year.

#### 10. INSURANCE AND ANNUITY

All insurances currently available to employees of the Westfield Public Schools shall be available to the SUPERVISOR OF CUSTODIANS AND MAINTENANCE. The

Supervisor is also eligible for participation in a tax sheltered annuity plan established pursuant to United States Public Law No. 87-370.

11. 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 SUPERVISOR OF CUSTODIANS AND MAINTENANCE for services up to and including the date of termination. Upon termination of employment, no additional pay is owed to the SUPERVISOR OF CUSTODIANS AND Maintenance 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. Should the Superintendent and/or the School Committee decide not to renew the contract of the Employee, every effort shall be made to notify the employee in writing of such action no later than April 30, 2019.

12. ENTIRE AGREEMENT

This written Agreement embodies the whole agreement between the Superintendent of Schools, as agent for the Westfield School Committee and the SUPERVISOR OF CUSTODIANS AND MAINTENANCE 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 6 day of June, 2018.



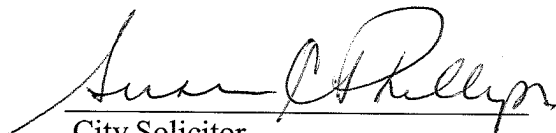
Richard Jablonski  
Supervisor of Custodians and Maintenance



Stefan Czapotowski  
Superintendent of Schools



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



City Solicitor  
(Approved as to form)

WESTFIELD PUBLIC SCHOOLS  
22 ASHLEY STREET  
WESTFIELD, MA 010885  
Website: [www.k12.westfield.ma.us](http://www.k12.westfield.ma.us)

**NOTIFICATION OF VACANCY**

**TITLE:** Supervisor of Custodians & Maintenance

**QUALIFICATIONS:**

1. At least five (5) years of full time employment as a permanent senior building custodian or building custodian with the Westfield Public Schools.
2. Knowledge of the managerial principles and practices involved in administering a program for the maintenance of public buildings; knowledge of the technical operating and maintenance requirements and standards of buildings, grounds, and other physical facilities; knowledge of the methods, materials, tools, equipment and standards used in maintaining, repairing and renovating public buildings, including cleaning, grounds keeping, heating and ventilating; knowledge of the characteristics, capabilities and limitations of the equipment, tools and materials used in building maintenance; knowledge of the principles and techniques and practices of supervision, knowledge of the methods used to eliminate fire and environmental hazards and prevent accidents in public buildings; knowledge of the safety procedures and practices followed in building maintenance.
3. Ability to plan, supervise, schedule and control building maintenance work.
4. Ability to read plans and detailed drawings of buildings.
5. Ability to interpret and apply contract and engineering specifications.

**REPORTS TO:** Business Manager

**WORK YEAR:** Twelve months – 40 hours week. Flexible hours to be coordinated with Business Manager.

**SALARY:** To be negotiated by Superintendent of Schools

**RESPONSIBILITIES:**

1. To work with building principals and business manager to direct activities of the employees engaged in providing custodial and building maintenance services including cleaning, heating, ventilation, grounds keeping, and repairing and/or renovating buildings and equipment.
2. To inspect buildings for conformance standards for fire safety and environmental issues.
3. To determine the need for and the extent of service, equipment, types and number of custodial and maintenance work or structural alterations to be done by outside contractors.
4. To inspect contracted projects to verify adherence to specifications.
5. To supervise and train custodial and maintenance employees.
6. To plan and administer the custodial and maintenance services budget.



7. To prepare specifications in order to purchase building maintenance equipment and supplies.
8. To compile records of labor and material costs for performing custodial and building maintenance services.
9. To prepare reports relative to custodial and building maintenance services costs.
10. To perform related work so required.
11. To work with principals on evaluation of buildings and custodians.
12. To evaluate maintenance staff and any other employees based at the maintenance facility.
13. To perform any other duties as assigned by the superintendent or his/her designee.