

WESTFIELD PUBLIC SCHOOLS
AMENDMENT TO CONTRACT

This Memorandum of Agreement entered into this 4th day of June, 2019 hereby amends the terms of the October 1, 2018 and ending with June 30, 2019 employment agreement between the Superintendent of the Westfield Public Schools, in his duly authorized capacity as Superintendent, and RACHEL KANIA, SCHOOL FOOD SERVICES SUPERVISOR specifically as provided below:

1. As of July 1, 2019, all references to SCHOOL FOOD SERVICES SUPERVISOR, shall be changed to DIRECTOR OF SCHOOL FOOD SERVICES
2. Paragraph 4, shall be amended as follows:

COMPENSATION

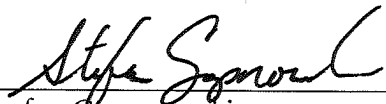
Effective July 1, 2019, for all services rendered by the SCHOOL FOOD SERVICES SUPERVISOR under this agreement, the Committee shall pay to the SCHOOL FOOD SERVICES SUPERVISOR a biweekly salary of two thousand seven hundred sixty-nine dollars and twenty-three cents (\$2,729.23) for an annualized salary of seventy-two thousand dollars (\$72,000.00) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law. Any further adjustment in salary authorized by the School Committee and Superintendent during the term of the agreement shall be in the form of an amendment and shall become part of this contract. Evidence of successful performance and professional growth and other such relevant factors will be given due consideration in awarding increased compensation beyond that specified in this agreement.

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

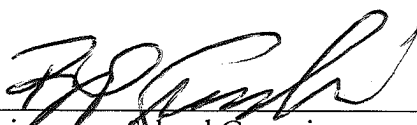
IN WITNESS WHEREOF, this agreement is signed this 4th day of June, 2019.



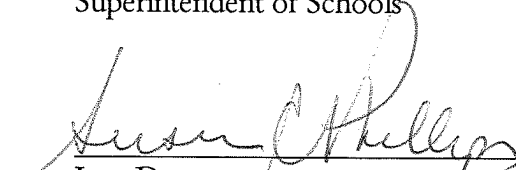
Rachel Kania
School Food Services Supervisor



Stefan Czaporowski
Superintendent of Schools



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



Law Department
(Approved as to form) With School

EMPLOYMENT AGREEMENT
SCHOOL FOOD SERVICES SUPERVISOR
WESTFIELD PUBLIC SCHOOLS

This agreement is entered into this 28th day of September, 2018 by and between the School Committee of the City of Westfield, acting through its duly authorized Superintendent and RACHEL KANIA, SCHOOL FOOD SERVICES SUPERVISOR. The terms of this agreement, in full conformity with School Committee policy, are as follows:

- **EMPLOYMENT:** The District hereby employs Rachel Kania as SCHOOL FOOD SERVICES SUPERVISOR within the public schools of Westfield, and the SCHOOL FOOD SERVICES SUPERVISOR hereby accepts employment on the following terms and conditions:
- **ASSIGNMENT:** The Westfield School Food Services Supervisor is hereby assigned to the Food Services Department at Westfield City Hall.
- **TERM:** The SCHOOL FOOD SERVICES SUPERVISOR shall be employed for a one-year period commencing October 1, 2018, through June 30, 2019 with the understanding that an additional two (2) year period would be granted if at the end of the first year all standards are rated at least PROFICIENT and the overall summative rating was at least PROFICIENT. The Superintendent, on or before April 15, 2019, shall notify the SCHOOL FOOD SERVICES SUPERVISOR, 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 SCHOOL FOOD SERVICES SUPERVISOR shall terminate.
- **DUTIES AND RESPONSIBILITIES:** The School Food Services Supervisor 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 School Food Services Supervisor further 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 School Food Services Supervisor 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.

- COMPENSATION : a) Effective October 1, 2018, for all services rendered by School Food Services Supervisor under this agreement, the SCHOOL FOOD SERVICES SUPERVISOR shall receive a gross biweekly salary of two thousand five hundred ninety six dollars and fifteen cents (\$2,596.15) for an annualized salary of sixty seven thousand five hundred dollars (\$67,500) payable in twenty-six equalized scheduled installments via paperless direct deposit and subject to deductions required by law and chosen by the SCHOOL FOOD SERVICES SUPERVISOR. b) If the SCHOOL FOOD SERVICES SUPERVISOR has successfully completed a six month probationary period as received by the Superintendent from the Chief Financial Officer, effective April 1, 2019, the gross biweekly salary shall increase to two thousand six hundred fifty three dollars and eighty four cents (~~\$2,653.84~~) for an annualized salary of sixty nine thousand dollars (\$69,000) payable in twenty-six equalized scheduled installments via paperless direct deposit and subject to deductions required by law and chosen by the SCHOOL FOOD SERVICES SUPERVISOR.. Any further adjustment in salary authorized by the School Committee and Superintendent during the term of the agreement shall be in the form of an amendment and shall become part of this contract. Evidence of successful performance and professional growth and other such relevant factors will be given due consideration in awarding increased compensation beyond that specified in this agreement.
- EVALUATION: The WESTFIELD SCHOOL FOOD SERVICES SUPERVISOR agrees that an annual written evaluation of her 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.
- MILEAGE REIMBURSEMENT: The School Food Services Supervisor shall be reimbursed for business travel outside the City of Westfield at the mileage rate established by the City for reimbursement.
- 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 SCHOOL FOOD SERVICES SUPERVISOR for services up to and including the date of termination. Upon termination of employment, no additional pay is owed to the SCHOOL FOOD SERVICES SUPERVISOR 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 SCHOOL FOOD SERVICES SUPERVISOR for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71,

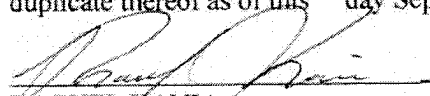
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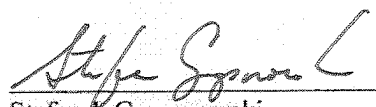


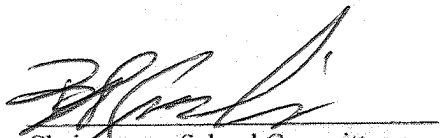
section 41 and 42D if the SCHOOL FOOD SERVICES SUPERVISOR is eligible to elect such procedures by virtue of service of three or more full consecutive years; c) as used herein, "good cause" shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad 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.

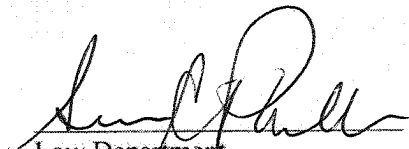
- **NON-DISCRIMINATION:** The parties agree there shall be no discrimination by the Employer or other agents of the Employer against the Employee because of race, creed, color, sex, age, disability, sexual orientation, or any other legally protected class and/or legally protected activity. The Employee and the Employer agree that if employment practices arise or exist which constitute discrimination, those conditions must be eliminated. The parties hereto recognize that the City of Westfield is an Affirmative Action/Equal Opportunity Employer (M/F/H), and the employee recognizes the obligation of the Employer under such state commitment in the area of employment
- **ENTIRE AGREEMENT:** This contract embodies the whole AGREEMENT between the WESTFIELD SCHOOL DEPARTMENT and the ADMINISTRATOR 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.
- **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 September, 2018.


RACHEL KANIA
School Food Services Supervisor


Stefan J. Czapowski
Superintendent of Schools


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


Law Department
(Approved as to form)

1. HOLIDAYS:

The SCHOOL FOOD SERVICES SUPERVISOR shall receive the twelve (12) paid holidays to which all other 12-month employees of the SCHOOL COMMITTEE are currently entitled.

2. 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. For all absences due to illness lasting five (5) consecutive work days or more, the SCHOOL FOOD SERVICES SUPERVISOR shall provide the SUPERINTENDENT OF SCHOOLS or his/her designee a note from a licensed physician with the diagnosis and prognosis for return.

SCHOOL FOOD SERVICES SUPERVISOR is entitled to twelve (12) sick leave days as of July 1st of each year, provided she is in pay status as of that date.

Sick leave days may be accumulated from year to year with a cap of one hundred and eighty (180) days. The Superintendent reserves the right to have an individual examined by a physician of the District's choosing at the District's expense.

The School Food Services Supervisor will be allowed to access her sick leave in the event of serious illness requiring bedside or household attention of the members of the School Food Services Supervisor's family or persons who are as close as family. Said use of sick time extending beyond seven (7) days per contract year shall only be permitted if a request for Family and Medical Leave (FMLA) has been received and approved by the Superintendent or his/her designee.

3. TEMPORARY LEAVES OF ABSENCE:

The SCHOOL FOOD SERVICES SUPERVISOR will be entitled to the following temporary leaves of absence with pay each fiscal 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. Unused personal days will convert into sick time at the end of the fiscal year. 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 SCHOOL FOOD SERVICES SUPERVISOR'S employment or with the school system or in any other legal proceeding if the SCHOOL FOOD SERVICES SUPERVISOR is required by law to attend as a witness.
- d. The SCHOOL FOOD SERVICES SUPERVISOR 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.

- e. 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 SCHOOL FOOD SERVICES SUPERVISOR will be paid the difference between her regular pay and the pay which he receives from the state or federal government. Any absence occasioned by the SCHOOL FOOD SERVICES SUPERVISOR'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.

4. VACATION:

The School Food Services Supervisor shall receive fifteen (15) vacation working days per contract year. Therefore, as of October 1, 2018, the Supervisor's vacation balance shall be fifteen (15) days. Vacation time shall be accrued on every October 1st of the Supervisor's employment under this contract. Vacation shall be taken at the convenience of, and with the prior approval of the Superintendent of Schools or his/her designee.

If the SCHOOL FOOD SERVICES SUPERVISOR'S employment ceases after the annual award of vacation time, the vacation time awarded shall be pro-rated based upon the days that the SCHOOL FOOD SERVICES SUPERVISOR has worked.

5. INSURANCE AND ANNUITY:

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