

WESTFIELD PUBLIC SCHOOLS
AMENDMENT TO CONTRACT

This Memorandum of Agreement entered into this 24 day of January, 2019 hereby amends the terms of the July 1, 2017 and ending with June 30, 2020 employment agreement between the Superintendent of the Westfield Public Schools, in his duly authorized capacity as Superintendent, and PETER TALOUMIS, DIRECTOR OF CAREER VOCATIONAL TECHNICAL EDUCATION (CVTE), specifically as provided below:

1. Paragraph 4, shall be amended as follows:

COMPENSATION

Effective July 1, 2018, for all services rendered by the DIRECTOR OF CAREER VOCATIONAL TECHNICAL EDUCATION (CVTE) under this agreement, the Committee shall pay to the DIRECTOR OF CAREER VOCATIONAL TECHNICAL EDUCATION (CVTE) a gross biweekly salary of three thousand four hundred sixty-one dollars and forty-two cents (\$3,461.42) for an annualized salary of eighty-nine thousand nine hundred and seventy-one dollars (\$89,971.00) 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.

Effective July 1, 2018, due to the Director's years of service to the Westfield Public Schools, he will receive an additional one thousand dollars (\$1,000.00) for each year of the contract period to be paid in two equal payments, one on the first paycheck in December and one in the last paycheck in June.

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

IN WITNESS WHEREOF, this agreement is signed this 24 day of January, 2019.



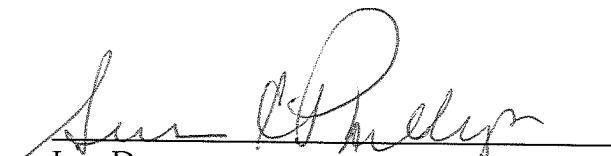
Peter Taloumis
Director of Career Vocational Technical Education



Stefan Czaprowski
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
DIRECTOR OF CAREER VOCATIONAL TECHNICAL EDUCATION

This agreement is entered into this 26 day of July, 2017 by and between the School Committee of the City of Westfield, acting through its duly authorized Superintendent and PETER TALOUMIS, DIRECTOR OF CAREER VOCATIONAL TECHNICAL EDUCATION (CVTE). 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 Director of CVTE recognizes that this contract shall be the sole source of the terms and conditions of employment, except as otherwise provided by statute. The Director 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 Director of CVTE 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. 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 Director of CVTE is hereby assigned to the Westfield Vocational Academy.

4. COMPENSATION

Effective July 1, 2017, for all services rendered under this agreement for an annual work year of two hundred and three days (203) days, the Committee shall pay to the Employee shall receive a gross biweekly (26 pay periods) salary of three thousand four hundred twenty-six dollars and fifteen cents (\$3,426.15) for an annualized salary of eighty-nine thousand eighty dollars (\$89,080) payable in equalized scheduled installments via

paperless direct deposit and subject to deductions required by law and chosen by the Director of CVTE

5. EVALUATION

The Director of CVTE agrees that an annual written evaluation of his performance will be conducted by the Principal of the Westfield Technical Academy in accordance with an evaluation instrument and procedure employed by the Superintendent of Schools consistent with School Committee policy and applicable laws and regulations.

6. BENEFITS

The following benefits shall accrue to the Director 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 Director of CVTE is entitled to sixteen (16) 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 action on request for additional sick leave days.

- (1) The Director of CVTE 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 Director 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 Director from being allowed additional days if the other criteria listed are met.

Temporary Leaves of Absence

A. The Director of CVTE 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 Director's employment or with the school system or in any other legal proceeding if the Director 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 Director 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 Director's family or persons who are close as family.
 - (5) The Director will be allowed to access his sick leave in the event of serious illness requiring bedside or household attention of the members of the Director's 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 Director will be paid the difference between his regular pay and the pay which she 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 Director is entitled. Any absence occasioned by the Director'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.

7. INSURANCE AND ANNUITY

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

8. CERTIFICATION

The Director of CVTE agrees to maintain certification for the position as required by the Commonwealth of Massachusetts at all times relevant to this agreement.

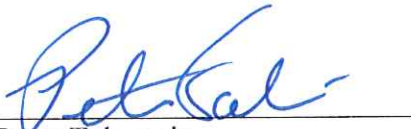
9. TERMINATION

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 Director of CVTE for services up to and including the date of termination. Upon termination of employment, no additional pay is owed to the Director of CVTE 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 June 1, 2020.

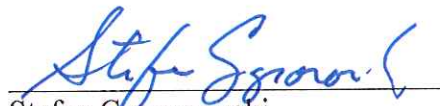
12. ENTIRE AGREEMENT

This written Agreement embodies the whole agreement between the Superintendent of Schools, as agent for the Westfield School Committee and the Director of CVTE 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 26 day of July, 2015.



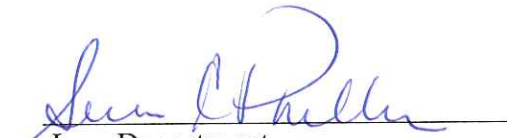
Peter Taloumis
Director of CVTE



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

DIRECTOR OF CAREER VOCATIONAL TECHNICAL EDUCATION

DUTIES & RESPONSIBILITIES:

Under the direction of authorized administrators, the Director shall:

1. Advise and assist the building principal in obtaining state and federal funds for CVTE programs.
2. Assist the building principal in facilitating budget processes, requests, purchase orders, and shop maintenance issues.
3. Keeps informed of and interprets all CVTE laws, statutes, rules, and policies affecting Westfield Vocational Technical High School.
4. Assist the principal and shares the responsibility for the collection, review, and submission of all required forms and reports relative to the CVTE programs to state and federal agencies.
5. Assist the principal in the scheduling of CVTE courses and the assignment of students and faculty to classes.
6. Assist the principal in the evaluation of CVTE instructors as it relates to the improvement of instruction, curriculum development, and the development of responsible and safe student conduct.
7. Maintain a close working relationship with community and state agencies and area business, industries, and labor organizations in order to provide training consistent with program needs.
8. Attend local and state meetings pertaining to career vocational technical education.
9. Prepare agendas and chair CVTE lead teacher meetings.
10. Prepare agendas and chair CVTE Safety Committee meetings.
11. Working with lead teachers, develop and maintain safety plans for each CVTE program.
12. Coordinate CVTE program safety trainings for students.
13. Assist in the organization of General Advisory Committee meetings.
14. In conjunction with lead teachers, establishes and maintains individual program advisory committees.
15. Perform other tasks and assume other responsibilities assigned by the principal and district superintendent.

QUALIFICATIONS:

1. Licensed as a Director of a Vocational Technical School by the Commonwealth of Massachusetts Department of Elementary and Secondary Education.
2. Minimum of a Master's Degree is preferred.
3. Minimum of five years in the field of (CVTE) Career Vocational Technical Education.
4. Background and experience demonstrating the ability to work successfully in a collegial relationship with administrative staff and faculty, as well as demonstrated success in working with students.
5. An understanding of current educational research as it relates to career vocational technical pedagogy, curriculum, and organization and management.

REPORTS TO: Building Principal

Salary and terms of employment as per individual employment agreement. Commensurate with experience.