

WESTFORD PUBLIC SCHOOLS
SPECIAL EDUCATION TRANSPORTATION STAFF
Memorandum of Agreement
July 1, 2019 – June 30, 2022

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PREAMBLE

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of Westford and that good morale within the staff of Westford is essential to the achievement of that purpose, we, the undersigned parties to this agreement, declare that:

- a. Under the laws of Massachusetts, the Westford School Committee, hereinafter referred to as the Committee, elected by the citizens of Westford, has final responsibility for establishing the educational policies of the Public Schools of Westford. The employee is responsible for reading and abiding by School Committee policy. The Committee will make School Committee policies and regulations readily available to all employees on the district website.
- b. The Superintendent of Schools of Westford, hereinafter referred to as the Superintendent, has the responsibility for carrying out the policies so established.
- c. The employees of the public schools of Westford have the responsibility for providing assistance to the school community of the highest possible quality.
- d. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchanges of views and information between the Committee, the Superintendent, and the employees in formulation and application of policies related to wages, hours and other conditions of employment. The fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on appropriate matters not originally covered in this agreement, and so to give effect to the declarations, the following principles and procedures are hereby adopted:

Pursuant to law here applicable, neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its own representatives, and while no final agreement shall be executed without ratification by the employees and the Committee, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, to consider proposals, and to reach compromises in the course of negotiations.

SCOPE

This Memorandum of Agreement has been negotiated between the Superintendent of Schools and the Westford Special Education Transportation Staff for the purposes of bargaining with respect to wages, hours and other conditions of employment.

RIGHTS OF COMMITTEE

The Committee is a public body established under, and with the power provided by the statutes of the Commonwealth of Massachusetts. As the elected representatives of the citizens of Westford, the Committee is charged with the final responsibility for the quality of education, and the efficient and economical operation of the Westford School System. It is acknowledged that the Committee has the final responsibility of establishing the education policies of the Public Schools of Westford insofar as the law allows.

Nothing in this Memorandum of Agreement shall be deemed to derogate or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth or the rules and regulations of any agencies of the Commonwealth. Except as expressly modified herein, said rights and powers include, but in no way are construed as limited to, the subjects mentioned in the table of contents of this Agreement.

SICK LEAVE

The Special Education Transportation Staff who have completed a ninety (90) calendar day probationary period shall be eligible for sick leave. Sick leave for all Special Education Transportation Staff covered under this Memorandum of Agreement shall accrue at the rate of seven (7) days in the first year of employment and at the rate of eight (8) days per fiscal year in each consecutive year of employment thereafter. At no time shall the total accumulation of sick days exceed twenty-five (25) days.

While it is recognized that absences interrupt the educational process and must be held to a minimum, up to two (2) days of sick leave per year may be used for family-related emergencies involving the employee's mother, father, husband, wife, children or any person when the care of such person is the primary responsibility of said employee.

PERSONAL, FUNERAL AND RELIGIOUS LEAVE

Section 1: Personal Days

In each school year, employees may obtain up to two (2) days leave non-cumulative, with pay for imperative personal business or legal obligations which cannot effectively be conducted outside of school hours. A third day of such leave may be granted to an employee for the celebration of a holiday of substantial significance to his or her religion at the discretion of the Superintendent of Schools upon receipt of written request at least five (5) days in advance.

An employee will not be required to specify reasons for a personal day except as set forth below. No request for personal leave will be submitted so as to extend a holiday or vacation period without

a statement of reason(s); such requests may be granted at the sole discretion of the Superintendent of Schools.

Section 2: Bereavement Leave

In the event of the death of an employee's immediate family member (mother, father, brother, sister, spouse, child, grandchild, mother-in-law, father-in-law, step-parent) or any individual who resides with the employee, a maximum of five (5) days for the funeral and bereavement leave shall be given to the employee without loss of pay and with no accumulation. In the event of the death of an employee's close relative or friend who does not reside with the employee, the day of the funeral service will be allowed for the purpose of attending such service without loss of the regular days' pay, and with no accumulation.

GENERAL

Section 1: Work Year: The work year for all employees under this agreement is based on a twelve (12) month calendar. It is recognized that the final decision of the days within the school calendar rests with the School Committee. All Special Education Transportation Staff are expected to work their normal hours including the delayed openings and the early release days. The work year and established hours shall be determined according to the needs of the (Students) program and under the guidance of the Director of Pupil Services. The work year and the relative hours may vary annually. All personal appointments should be scheduled outside of the work day hours

POLICY STATEMENTS

The following are policy statements of the School Committee. These statements are meant to clarify certain areas where problems may arise.

1. Personnel Files - A copy of any material other than record keeping material maintained in the normal course of employment that is put in the employees' personnel file must first be sent to the respective employee to make him/her aware of the situation. The employee will then have the right to submit a written, dated response or comment to such material within thirty (30) calendar days after he/she receives the copy, and such response shall be included in his/her file.
2. Access to File - Employees will have the right to review the contents of their Central Office personnel file during the course of the normal business day.
3. Job Openings - Job openings within the system will be posted on the district's website. All job openings within the system will be announced to all employees at the same time as announced outside the system,

COMPENSATION

The employee will be responsible to submit bi-weekly timesheets to their designated supervisor for the approval of hours and payment. Employees will be paid for the time actually spent driving a Westford Public Schools transportation vehicle starting when the vehicle leaves the parking lot, or the employee's driveway if the vehicle is maintained at their residence, at the start of the designated route until it is returned to the parking lot or driveway at the conclusion of the route. An additional 15 minutes will be paid for vehicle pre-trip check procedures at the start of the assigned route, and 15 minutes for a post-trip check at the conclusion of the assigned route. Employees will be paid the greater of either 5 hours minimum for the day, or the actual time worked as reported on the timesheet.

See Addendum B.

Holiday

Special Education Transportation Staff may obtain up to twelve (12) paid holidays per year. See Addendum C.

Longevity

Special Education Transportation Staff shall be eligible for a longevity payment upon completion of their respective years of service as an employee under this agreement and each year following thereof.

See Addendum D.

EVALUATION

The evaluation instrument included within this Memorandum of Agreement in Addendum E will be the only instrument used to assess the performance of the Special Education Transportation Staff.

All first-year employees will be evaluated by their respective supervisor twice within the first year of employment. The first evaluation will be completed prior to the ninety (90) day probationary period; the second evaluation will be conducted at the end of the twelve (12) month period. Any employee receiving two (2) successful evaluations in the first year will be evaluated once annually thereafter. Throughout the year, if the supervisor responsible for the evaluation observes that the employee's performance is unsatisfactory, he/she will meet with the employee, document the nature of the unsatisfactory performance and develop a written plan and schedule for improvement. Such plan

will be developed and implemented within ten (10) days of the observed deficiency in performance. Thereafter, the supervisor will meet with the employee as the supervisor deems necessary to monitor and document the employee's improvement. Failure to meet the improvement plan will result in termination.

Any employee who disagrees with an evaluation will be given the opportunity, upon written notification, to meet with the Superintendent of Schools. The decision of the Superintendent is final.

LEAVES (MMLA/FMLA)

Section 1.

The Committee will abide by the Massachusetts Maternity Leave Act (MMLA): Upon receipt of at least two weeks written notice to the Superintendent of Schools of the employee's anticipated date of departure and with the intention to return under the Massachusetts Maternity Leave Act (MMLA), a member of this unit who is pregnant or intending to adopt a child and has been employed for at least ninety (90) days shall have the option of taking either:

- a. A leave up to and no more than eight (8) work weeks based on the approved school calendar at the time of birth or the date of adoption, but not substantially earlier or later.
- b. A leave specifically limited to the actual period of preparing for, and participating in childbirth and caring for a newborn, or adopting and caring for a newly adopted child under 18 years of age or a child under 23 years of age with mental or physical disabilities.

An employee who takes a leave under the MMLA may request to apply their earned sick leave benefits for five (5) consecutive days following the birth or adoption of the child plus any period of the employee's continuing disability due to childbirth. A person returning from a leave under this Article shall have a right to return to the employee's previous or similar position unless the employee would have been non-renewed or reduced in force. Nothing in this section of the bargaining agreement shall be construed to affect the Committee's requirement to abide by the MMLA, nor is it intended to expand or contract the rights and benefits of the Act.

Section 2.

The Committee will abide by the Family Medical Leave Act (FMLA) of 1993. An employee with at least twelve (12) months employment with family medical issues that renders him/her unable to perform the functions of their job must notify the Superintendent, in writing of their intent to take a medical leave. The Superintendent will designate in writing that the leave is to be taken under the Family Medical Leave Act (FMLA). Medical issues that qualify under the Family Medical Leave Act (FMLA) include a serious personal health condition that makes the employee unable to perform the functions of his/her position, care for family members who have serious health conditions including

spouse, son, daughter, parent, care for a newborn, and adoption or foster child placement. The leave year shall be based on a twelve (12) month basis with only one (1) FMLA leave allowed in a twelve (12) month period. The twelve (12) month period will be calculated forward from the commencement date of the requested FMLA leave.

A physician's note may be requested to verify the medical condition. The use of eligible sick time during an employee's FMLA will be at the discretion of the employee; in general, a leave taken under the FMLA shall not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the Superintendent agree otherwise. When the reason for the Family Medical Leave overlaps with the Massachusetts Medical Leave Act, the leaves will run concurrently. MMLA leave shall not be combined with the FMLA for more than twelve (12) work weeks as established in the approved school calendar. Nothing in this section of the bargaining agreement shall be construed to affect the Committee's or employee's requirement to abide by the FMLA, nor is it intended to expand or contract the rights and benefits of the Act.

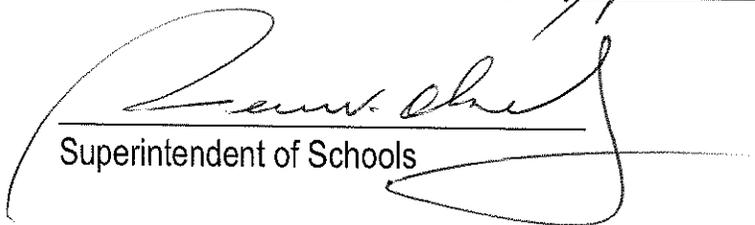
CONTINUITY OF EMPLOYMENT

The Special Education Transportation Staff and its members, individually and collectively agree for the term thereof, that they shall not cause, sponsor, sanction, assist or participate in any strike, work stoppage, concerted absence or refusal to perform assigned duties, or other illegal activities directed against the Westford School Committee during the term of this agreement. Employees who participate in such activities may be disciplined or discharged as the Superintendent in his/her judgment deems proper.

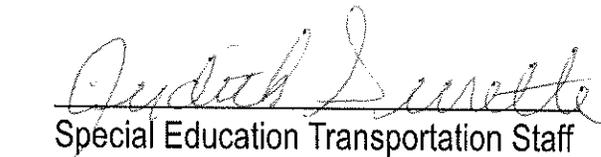
SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Memorandum of Agreement or any application of the agreement to any employee or group of employees is found to be contrary to law, then such provision or to the extent permitted by law, but all other provisions of applications will continue in full force and effect.

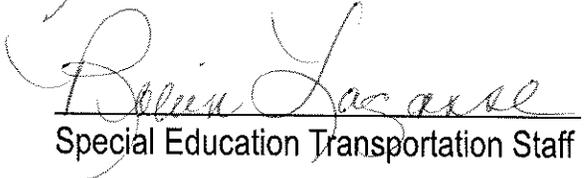
IN WITNESS WHEREOF, the Superintendent of Schools has caused this instrument to be duly executed by its authorized designees and the Special Education Transportation Staff acting on behalf of the employees, has caused this instrument to be signed by its proper representatives hereunto duly authorized this 18 day September of 2019.



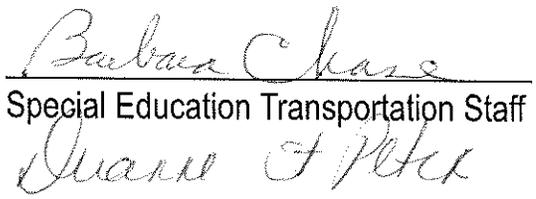
Superintendent of Schools



Special Education Transportation Staff



Special Education Transportation Staff



Special Education Transportation Staff



ADDENDUM A
Westford Public Schools
Special Education Transportation

Director of Pupil Services

The Director of Pupil Services is responsible for ensuring that students requiring specialized transportation receive such transportation as agreed upon in their IEP.

District Transportation Manager

The Transportation Manager is responsible for creating and managing each route. This includes, but is not limited to:

- recommending the safest and most efficient route to/from the student's school.
- ensuring that each route does not exceed 1 hour. (All routes exceeding 1 hour, must be brought to the attention of the Director of Pupil Services.)
- ensuring that each route is driven by a properly licensed and certified driver.
- ensuring that all individual accommodations and modifications are provided, including the assignment of monitors.
- Ensuring each vehicle is in compliance.
- Annual training includes not limited to:
 - staff on-line training modules; and
 - review of department practices and protocol.

The Transportation Manager is expected to maintain proper licensure and certification as required by the Registry of Motor Vehicles (RMV).

The Transportation Manager is expected to maintain an accurate list of routes, including all student information and assigned driver / monitor / van.

In the event that district-issued vehicles cannot fulfill the route, the Transportation Manager will identify an alternative vendor.

The Transportation Manager is expected to provide substitute coverage in the event of a driver's or monitor's absence.

The Transportation Manager plays a key role in hiring and evaluating both drivers and monitors. Evaluations are completed as outlined in the Special Education Transportation Staff Memorandum of Agreement. The evaluation tool can be found in the Special Education Transportation Staff Memorandum of Agreement. In the event that a verbal or written notice is required, outside of the

scheduled evaluation process, the Transportation Manager will discuss the issue with the Human Resource Coordinator.

Special Education Transportation Driver / Monitor

Job description and requirements (includes but not limited to):

- Sign on and off every morning and end of day. Van number and driver name "I am on the road" or "Signing on." Such communication allows the transportation office and driver to exchange information like "Sally isn't going to school" or "Learning Prep has an ER @ 12:00" Communication with the office at the end of the day is equally important. This allows the office to know that the driver is on the road and can exchange any messages received throughout the day.
- Notify the office of any absence of any student. This is a safety feature. The office needs to know who is on the bus and when.
- It is expected that if the student(s) is not attending school that day then the driver is available for additional coverage/route.
- Paperwork (pre-trips, attendance and timesheets) are to be filled out daily and accurately.
- Pre-trips are mandatory for all vans. In the case of an RMV inspection, the driver is expected to be polite, respectful and cooperative with the RMV representative.
- Driver is responsible for scheduling all van maintenance. The driver will make the office aware of any concerns.
- Driver will maintain an up-to-date 7D license at all times.
- Driver will attend 8 hours of mandatory training as required by the RMV to renew the driver's 7D license.
- Driver and monitors will attend all scheduled trainings and meetings.
- Drivers and Monitors will assist students on and off the van as needed.
- Drivers and Monitors are responsible to make sure all car seats and booster seats are installed correctly and that all students are wearing their seatbelts for the safest transport.
- Drivers and Monitor will report to the office any behaviors that are concerning or unsafe. These incidents must be documented. Morning (AM) reports are due by the end of the afternoon (PM) shift. PM reports are due after the following day's AM shift. This can be done by filling out an incident report.
- If the driver is running 10 or more minutes behind, the driver/monitor must notify the office and the office will reach out to the parents or the school.
- Drivers are required to do a practice run for all new routes and new students. The office will provide approximate pick up times. The driver will report to the office any changes that need to be made to pick-up times and order.

- Drivers will inform the office of any request made by parents to have a different drop off or pick up location. Drivers will refer the parent to the office for approval of these changes.
- Drivers will not pick up students early from school without express permission from the office.
- Drivers will wait up to 5 minutes for a student. Driver will radio the office if the student does not come out and the office will place a call to the parent. The office will advise the next step. Drivers will track days that they wait more than 5 minutes.
- WEX cards are to say with the van. The driver's PIN number will work with any card. To confirm if the van has the correct card, please call the office.
- Attendance is vital to the success of the students and the school district. Please schedule medical/personal appointments in between or after the route. If this is not an option, please give the office as much notice as possible.
- Cell phone use while driving is illegal. To use a cell phone, the driver must be pulled over at a safe location.
- It is illegal to fuel while students are on the van. Develop a habit to either fuel after your am or pm route. A half of a tank is an empty tank.
- Paperwork to have with you:
 1. Pre-trip
 2. Route sheet
 3. Emergency form for each student
 4. Accident protocol

Winter Protocol

Cancellation for weather related purposes is made solely by the Superintendent of Schools, Monday-Friday. When Westford Public Schools (WPS) are closed due to inclement weather, school vehicles are not rolling. When WPS calls a two (2) hour delay, all transportation is delayed by two (2) hours. The Transportation Manager will notify drivers in the event that an early release is necessary. In accordance with Massachusetts Law, snow must be removed from vehicles prior to operating. In the event of Saturday transportation, the Director of Pupil Services and/or the Transportation Manager will recommend transport given current weather conditions in the Town of Westford. The Transportation Manager will notify the Superintendent of Schools.

Incident Reports

The "School Van Incident Report" is used to communicate all concerns about student safety, student discipline, or any other matter. The Driver and/or Monitor will report any concerns factually

and without opinion. AM incidents will be reported by the end of the PM shift. PM incidents will be reported by the end of the following days AM shift.

Concerns may include but are not limited to failure to remain seated; spitting; fighting; vandalism; unable to transport; or refusing to obey driver/monitor, inappropriate conversations.

The Transportation Manager will notify the Office of Student Services within 24 hours of an incident.

Vehicle Inspection and Maintenance

The Driver is responsible for:

- maintaining annual vehicle inspection by a certified Commonwealth of Massachusetts vendor;
- bi-annual 7D inspection; reporting any observed failed vehicle part to the Transportation Manager;
- scheduling oil changes and tire rotations; and maintaining a clean vehicle.

Scheduled repairs, towing and maintenance are performed by McKenna and O'Keefe, Lowell. Fuel can be purchased where the Gulf WEX card is accepted.

All vans are parked at Central Office, 23 Depot Street, Westford, unless the Driver is able to provide a safe location on private property. Doors should be locked when not in use and all personal items secured.

Moving Violations

All moving violations must be immediately reported to the Transportation Manager. Drivers are financially responsible for all violations issued by police and/or the RMV.

Accident Protocol

ALL ACCIDENTS MUST BE REPORTED TO THE OFFICE.
THERE IS NO EXCEPTION TO THIS RULE.

- When possible pull over the nearest safest location.
- Assess the situation.
- Notify the office.
- If there are students onboard and no injuries call the local non-emergency police number (Westford (978) 692-2161).
- If there are injuries call 911.

- In the event that a student needs to be transported to a medical facility, give the EMT or police office the student's emergency form.
- Exchange information with the other driver. Be sure to get all of their contact information, insurance, vehicle make, model, license number and license plate number.
- Take at least three (3) pictures.
- Ask the police when you can pick up their completed report.
- Come to the office after you have been cleared from the scene and all students have been dropped off. You must fill out an operator report ASAP.

ADDENDUM B

COMPENSATION 2019-2020 July 1, 2019

	Driver*	Monitor
Step 1	\$15.30	\$13.92
Step 2	\$15.69	\$14.29
Step 3	\$16.07	\$14.65
Step 4	\$16.49	\$15.02
Step 5	\$16.90	\$15.39

* \$1.00 / hour differential if permanently assigned to drive a wheelchair van

COMPENSATION 2020-2021 July 1, 2020

	Driver*	Monitor
Step 1	\$15.45	\$14.06
Step 2	\$15.85	\$14.43
Step 3	\$16.24	\$14.79
Step 4	\$16.66	\$15.17
Step 5	\$17.07	\$15.55

* \$1.00 / hour differential if permanently assigned to drive a wheelchair van

COMPENSATION 2021-2022 July 1, 2021

	Driver*	Monitor
Step 1	\$15.61	\$14.25
Step 2	\$16.00	\$14.62
Step 3	\$16.40	\$14.99
Step 4	\$16.83	\$15.36
Step 5	\$17.24	\$15.75

*\$1.00 / hour differential if permanently assigned to drive a wheelchair van

ADDENDUM C

HOLIDAYS

*All Special Education Transportation Staff shall receive time off with pay on the following holidays, if established as a holiday on the Westford school calendar:

New Year's Day
Martin Luther King's Birthday
Labor Day
Columbus Day
Veteran's Day
Memorial Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Special Education Transportation staff shall receive two (2) floating holidays to be used if the school the driver/monitor services is closed and the WPS Transportation office is not in need of your assistance. (Ex: Election day, PD days) These require office approval at least 10 days in advance of the requested floating holiday.

Perfect Attendance Awards:

\$200 attendance award for perfect attendance during identified work days from 7/1-11/30, to be paid in the first payroll of December

\$200 attendance award for perfect attendance during identified work days from 12/1-6/30, to be paid in the last payroll of June

(Approved Floating Holidays are not counted against an employee in determining an employee's perfect attendance award eligibility)

Referral Bonus:

Employees will receive a \$100 referral bonus for referring an employee to the Transportation Manager, which then results in the successful hire of a 7D licensed driver, and after the new hire completes a minimum of 60 work days of employment.

ADDENDUM D

LONGEVITY

On or before June 30th of each year the Committee will pay the following additional salary based on years of service.

Years of Service Completed

10 - 14 years	\$400
15 – 19 years	\$500
20+ years	\$800

SPECIAL EDUCATION TRANSPORTATION STAFF EVALUATION TOOL

This evaluation tool is based on the job description for the respective position. The ratings in each of the evaluation criteria are used to assess the level of performance in each of the ten (10) evaluation performance characteristics.

3 Commendable: Exceeds expectation of the job description

2 Satisfactory: Meets expectations of the job description

1 Needs Improvement: Does not meet expectations of the job description

Employee name: _____

Driver or Monitor: _____

Evaluation Performance Characteristics:

____ 1. Quality of Work: Positive interaction with students, parents, staff and outside agencies.

____ 2. Quantity of Work: Daily accomplishments, maintains high output.

____ 3. Responsibility: Willingness to assume responsibility, to take initiative when appropriate, to grow in the position with experience, ability to complete delegated responsibilities.

____ 4. Adaptability: Ability to learn, perform under changes and in emergencies, grasp detail, comprehend differences between important and trivial.

____ 5. Work Habits: Organized, care of vehicle and equipment. Proper paperwork.

____ 6. Relationships with People: Ability to get along with the public, students and other employees.

____ 7. Dependability: Punctuality and attendance on the job.

____ 8. Attitude: Interest in work, willingness to meet job requirements and accept suggestions, cooperation with supervisor.

____ 9. Judgment: Soundness of decisions, common sense.

____ 10. Reliability: Consistently completes work assignments and fulfills job responsibilities.

Comments and / or Recommendations:

Evaluator _____

Title _____

Evaluation Date _____

Employees Signature _____

Signature only indicates that the employee has reviewed this evaluation and has had an opportunity to discuss its content with the evaluator