

WESTFORD PUBLIC SCHOOLS
SPECIAL EDUCATION TRANSPORTATION STAFF
Memorandum of Agreement
July 1, 2022 – June 30, 2025

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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 thirty (30) days. Sick day pay shall be at the number of hours the employee is normally scheduled to work per day.

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. Personal day pay shall be at the number of hours the employee is normally scheduled to work per day.

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

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 School Finance. 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 A.

Work Day

Drivers must be available from 6:45 AM until 9:15 AM and from 1:30 PM until 4:00 PM for work assignments. Work time which extends the day beyond the number of hours for which a Special Education Transportation Staff member is normally paid will be additional pay at the staff member's hourly rate.

Holiday

Special Education Transportation Staff may obtain up to thirteen (13) paid holidays per year (eleven per Addendum B plus two floating holidays). Holiday pay shall be at the number of hours the employee is normally scheduled to work each day.

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 C.

SNOW REMOVAL

Special Education Transportation drivers shall be responsible for the removal of snow from the district's vehicles. When Westford Public Schools are closed due to snow, drivers shall be eligible for 1 ½ hours of pay in recognition of time spent for vehicle snow removal.

EVALUATION

The evaluation instrument included within this Memorandum of Agreement in Addendum D 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 (MPLA/FMLA)

Section 1.

The Committee will abide by the Massachusetts Parental Leave Act (MPLA): 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 Parental Leave Act (MPLA), 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 MPLA 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 MPLA, 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 _____ day _____ of 2022.


Westford School Committee Chair


Special Education Transportation Staff


Special Education Transportation Staff


Special Education Transportation Staff

Special Education Transportation Staff

ADDENDUM A

COMPENSATION 2022-2023 July 1, 2022

	Driver*	Monitor
Step 1	\$15.92	\$15.00
Step 2	\$16.32	\$15.00
Step 3	\$16.73	\$15.29
Step 4	\$17.17	\$15.67
Step 5	\$17.58	\$16.07

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

COMPENSATION 2023-2024 July 1, 2023

	Driver*	Monitor
Step 1	\$16.24	\$15.00
Step 2	\$16.65	\$15.21
Step 3	\$17.06	\$15.60
Step 4	\$17.51	\$15.98
Step 5	\$17.93	\$16.39

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

COMPENSATION 2024-2025 July 1, 2024

	Driver*	Monitor
Step 1	\$16.56	\$15.13
Step 2	\$16.98	\$15.51
Step 3	\$17.40	\$15.91
Step 4	\$17.86	\$16.30
Step 5	\$18.29	\$16.72

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

ADDENDUM B

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 Jr's Birthday
Labor Day
Columbus Day
Veteran's Day
Memorial Day
Juneteenth
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. Floating holiday pay shall be at the number of hours the employee is normally scheduled to work per day.

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 C

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

ADDENDUM D

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