

EMPLOYMENT AGREEMENT
TRANSPORTATION COORDINATOR
WESTFIELD PUBLIC SCHOOLS

This agreement is entered into this _____ day of March, 2019 by and between the School Committee of the City of Westfield, acting through its duly authorized Superintendent and BETH JABLONSKI, TRANSPORTATION COORDINATOR. 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 April 8, 2019 and ending with June 30, 2021 or the termination of employment in accordance with the General Laws of the Commonwealth, if sooner.

2. DUTIES AND RESPONSIBILITIES

The Transportation Coordinator 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 Transportation Coordinator 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 Transportation Coordinator 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.

3. ASSIGNMENT

The Coordinator is hereby assigned to the Transportation Office in the Central Office with direct supervision and reporting to the Transportation and Related Business Support Director.

4. COMPENSATION

Effective April 8, 2019, for all services rendered under this agreement, the Committee shall pay to the Coordinator an annual salary of \$52,000, payable in scheduled installments 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.

5. EVALUATION

The Transportation Coordinator agrees that an annual written evaluation of her performance will be conducted in accordance with an evaluation instrument and procedure employed by the Superintendent of Schools consistent with School Committee policy and applicable law and regulation.

6. HOLIDAYS

The Transportation Coordinator shall receive the twelve (12) paid holidays to which 12-month employees of the committee are currently entitled.

7. MILEAGE REIMBURSEMENT

The Transportation Coordinator shall be reimbursed for business travel outside the City of Westfield at the mileage rate established by the City for reimbursement.

8. BENEFITS

The following benefits shall accrue to the Transportation Coordinator under the terms of this contract.

A. 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 she has a bona fide sickness, preventing her from reporting for and performing her duties.

The Transportation Coordinator is entitled to eighteen (18) sick leave days each year of the contract, provided she is in pay status as of the first day of each contract year. The Transportation Coordinator will carry over her one thousand twenty-nine and one half (1,029.50) hours of accumulated sick time which is converted into one hundred and twenty-nine (129) days into her new position. Annual accrual of sick time will occur on July 1st of each year of the contract period.

Sick leave days may be accumulated from year to year with a maximum accumulation of two hundred and sixty (260) days. The Superintendent reserves the right to have an individual examined by a physician chosen and paid by the School District.

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 Transportation Coordinator 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 eight-two (182) days.
- (4) The sex or marital status of the Transportation Coordinator 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 Transportation Coordinator from being allowed additional days if the other criteria listed are met.

B. TEMPORARY LEAVES OF ABSENCE

- (1) The Transportation Coordinator will be entitled to the following temporary leaves of absence with pay each school 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. 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 the Transportation Coordinator's employment or with the school system or in any other legal proceeding if the Transportation Coordinator is required by law to attend as a witness.
 - (d) Up to five (5) consecutive work days after the death of the immediate family member, to include: spouse, child, mother, father, sister, brother, and significant other cohabitating with the Coordinator; up to three (3) consecutive work days after death of significant family member to include: grandparent, grandchild, mother-in-law, father-in-law, niece, nephew, brother-in-law, sister-in-law, aunt, uncle, and cousin; and up to two (2) consecutive work days per contract year for a person significant to the Coordinator's life. All said time to be deducted from the Coordinator's sick time.
 - (e) The Transportation Coordinator will be allowed to access her sick leave in the event of serious illness requiring bedside or household attention of the members of the Transportation Coordinator'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.
 - (f) 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 Transportation Coordinator will be paid the difference between her regular pay and the pay which she receives from the state or federal government.

- (2) Leaves taken pursuant to Section 1 above will be in addition to any sick leave to which the Transportation Coordinator is entitled. Any absence occasioned by the Transportation Coordinator'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.

C. VACATION

The Transportation Coordinator shall receive twenty (20) vacation working days per contract year. Therefore, as of April 8, 2019, the Coordinator's vacation balance shall be twenty days. Said balance includes carry over from her previous position, conversion of said time from hours to days and additional time to make the Coordinator whole for a total of twenty (20) days. Vacation time shall be accrued on every April 8th of the Coordinator'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. The Transportation Coordinator shall be allowed to carryover a maximum of five (5) vacation days into each subsequent contract year provided that the Coordinator has informed the Superintendent in writing by January 1st of each year of the contract of the carryover of vacation time.

9. INSURANCE AND ANNUITY

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

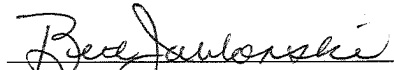
10. TERMINATION

Termination of employment of the Transportation Coordinator shall be in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts. Should the Transportation Coordinator or Superintendent desire to terminate the employment prior to the termination date of the agreement, either party shall provide written notice to the other party at least sixty (60) days prior to the termination date. If said notice is received, the Westfield Public Schools shall only be obligated to pay the Transportation Coordinator for services up to and including the date of termination. Should the Superintendent decide not to renew the contract of the Transportation Coordinator, written notice shall be given to the Coordinator of such action no later than April 30, 2021.

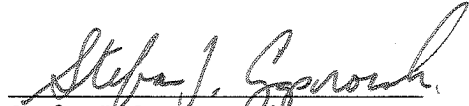
11. ENTIRE AGREEMENT

This written Agreement embodies the whole agreement between the Superintendent of Schools, as agent for the Westfield School Committee and the Transportation Coordinator 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 ____ day of March 2019.




Beth Jablonski
Transportation Coordinator



Stefan J. Czapowski
Superintendent of Schools



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



Law Department
(Approved as to form)

**WESTFIELD PUBLIC SCHOOLS
94 NORTH ELM STREET
WESTFIELD, MASSACHUSETTS
WEBSITE: www.schoolsofwestfield.org**

POSITION: Transportation Coordinator

JOB GOAL: To support the Director of Transportation in the scheduling, implementation, communication and trouble-shooting of both regular education and special education transportation routes. This position works under the direction of the Director of Transportation and is responsible for communicating with schools and families the details of their transportation assignments. Works with schools in arranging late buses, field trips and all athletic transportation.

QUALIFICATIONS:

1. Understanding of school transportation and transportation data base
2. Knowledge of safety standards, laws, codes, rules, regulations, policies and procedures relating to pupil transportation.
3. Ability to communicate effectively with diverse populations of school staff and families.
4. Knowledge of MS Office, School Messenger and Power School

REPORTS TO: Director of Transportation & Business Support

RESPONSIBILITIES:

1. Assists in the development and administration of a contractual transportation program to meet all the requirements of the daily instructional program and extra-curricular activities.
2. Prepares for approval transportation services invoices for accounting department.
3. Assists in the preparation of transportation budget.
4. Assists in development of recommendations for future transportation needs based on an annual survey of resident students.
5. Assists with contractor and school principals in solving discipline problems occurring on school buses.
6. Assists as liaison with families for complaints and special requests related to bus transportation.
7. Assists in coordination of transportation activities related to the McKinney-Vento Act.
8. Assists in the development of routing and scheduling for regular education, Transitional Bilingual Education, Special Education, parochial schools, and other special transportation accommodations.
9. Assists in the preparation of the End of the Year report and other compliance reports with the Commonwealth.

10. Any other duties that may be assigned by the Superintendent of schools or his/her designee.

TERMS OF EMPLOYMENT: Twelve-month year with benefits.

EFFECTIVE DATE OF EMPLOYMENT: February 2017

RESPONDS TO: Transportation and Related business Support Director

SALARY: Commensurate with experience.

EVALUATION: Performance on this job will be evaluated in accordance with provisions of the Westfield School Committee's policy on evaluation.

APPLICATIONS:

1. Will be in form of a letter and/or resume including work experience and qualifications.
2. Will include three (3) current letters of reference.

Westfield Public Schools is an Equal Opportunity Employer