

WESTFIELD PUBLIC SCHOOLS
EMPLOYMENT AGREEMENT
DIRECTOR OF TRANSPORTATION/BUSINESS
WESTFIELD PUBLIC SCHOOLS

This agreement is entered into this 10 day of October, 2107 by and between the School Committee of the City of Westfield, acting through its duly authorized Superintendent of Schools, Stefan J. Czaporowski, and Pamela Kotarski, Director of Transportation/Business, and shall terminate June 30, 2020. 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 Transportation/Business 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 Director of Transportation/Business 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 the Director of Transportation/Business 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.

3. ASSIGNMENT

The Director of Transportation/Business is hereby assigned to the Central Office.

4. COMPENSATION

Effective July 1, 2017, for all services rendered by the Director of Transportation/Business under this agreement, the Committee shall pay to the Director of Transportation/Business a biweekly salary of three thousand two hundred eighty four dollars and sixty-two cents (\$3,284.62) for an annualized salary of eighty-five thousand four hundred dollars (\$85,400) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law. All parties acknowledge and agree that said salary fulfills and further releases the Westfield Public Schools from any future payment for unpaid furlough days.

Due to the Director of Transportation/Business' years of service to the Westfield Public Schools, she will receive an additional one thousand dollars (\$1,000.00) for the contract period to be paid in two equal payments, one on the first paycheck in December 2017 and one in the last paycheck in June 2018.

Effective July 1, 2018, for all services rendered by the Director of Transportation/Business under this agreement, the Committee shall pay to the Director of Transportation/Business a biweekly salary of three thousand three hundred thirteen dollars and eight cents (\$3,313.08) for an annualized salary of eighty-six thousand one hundred and forty dollars (\$86,140) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law. All parties acknowledge and agree that said salary fulfills and further releases the Westfield Public Schools from any future payment for unpaid furlough days.

Due to the Director of Transportation/Business's years of service to the Westfield Public Schools, he will receive an additional four thousand dollars (\$4,000.00) for the contract period to be paid in two equal payments, one on the first paycheck in December 2018 and one in the last paycheck in June 2019.

Effective July 1, 2019, for all services rendered by the Director of Transportation/Business under this agreement, the Committee shall pay to the Director of Transportation/Business a biweekly salary of three thousand three hundred eighty four dollars and sixty-two cents (\$3,384.62) for an annualized salary of eighty eight thousand dollars (\$88,000.00) payable in equalized scheduled installments via paperless direct deposit and subject to deductions required by law. All parties acknowledge and agree that said salary fulfills and further releases the Westfield Public Schools from any future payment for unpaid furlough days.

Due to the Director of Transportation/Business's years of service to the Westfield Public Schools, he will receive an additional seven thousand dollars (\$7,000.00) for the contract period to be paid in two equal payments, one on the first paycheck in December 2019 and one in the last paycheck in June 2020.

5. EVALUATION

The Director of Transportation/Business agrees that an annual written evaluation of his 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 Director of Transportation/Business shall receive the twelve (12) paid holidays to which 12-month employees of the committee are currently entitled.

7. BENEFITS

The following benefits shall accrue to the Director of Transportation/Business 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 Transportation/Business is entitled to eighteen (18) 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's action on request for additional sick leave days.

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

Temporary Leaves of Absence

A. The Director of Transportation/Business will be entitled to the following temporary leaves of absence with pay each fiscal 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 of Transportation/Business' employment or with the school system or in any other legal proceeding if the Director of Transportation/Business 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 of Transportation/Business 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 of Transportation/Business' family or persons who are close as family.

(5) 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 of Transportation/Business will be paid the difference between his regular pay and the pay which he 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 of Transportation/Business is entitled. Any absence occasioned by the Director of Transportation/Business' 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.

Vacation

Effective July 1, 2017, for all services rendered by the Director of Transportation/Business under this agreement, the Director of Transportation/Business shall receive twenty-five (25) vacation days per year. Vacation shall be taken at the convenience of, and with the prior approval of the Superintendent of Schools. With approval of the Superintendent of Schools, the Director of Transportation/Business shall be allowed to carryover a maximum of five (5) vacation days from June 30, 2018 into July 1, 2018. Said approval shall be requested and approved on or before May 15, 2018. No other vacation time will be allowed to be carried over after July 1, 2018.

Effective July 1, 2018, for all services rendered by the Director of Transportation/Business under this agreement, the Director of Transportation/Business shall receive twenty (20) vacation days per year. Vacation shall be taken at the convenience of, and with the prior approval of the Superintendent of Schools. With approval of the Superintendent of Schools, the Director of Transportation/Business shall be allowed to carryover a maximum of five (5) vacation days from June 30, 2019 into July 1, 2019. Said approval shall be requested and approved on or before May 15, 2019. No other vacation time will be allowed to be carried over after July 1, 2019.

Effective July 1, 2019, for all services rendered by the Director of Transportation/Business under this agreement, the Director of Transportation/Business shall receive fifteen (15) vacation days per year. Vacation shall be taken at the convenience of, and with the prior approval of the Superintendent of Schools. All parties agree that at the conclusion of this contract, any unused vacation time will not be paid out by Westfield Public Schools and that the Director of Transportation/Business is aware of said forfeiture rights to be exercised by the Superintendent and hereby waives all rights including those to her heirs to be paid for any unused vacation time on or before June 30, 2020.

8. INSURANCE AND ANNUITY

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

9. TERMINATION

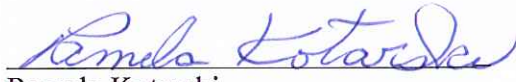
Termination of employment of the Director of Transportation/Business shall be in accordance with the provisions of the General Laws of the Commonwealth of Massachusetts. Should the Director of Transportation/Business or School Committee desire to terminate the employment prior to the termination date 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 Director of Transportation/Business for services up to and including the date of termination.

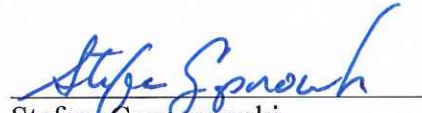
Should the Superintendent decide not to renew the contract of the Director of Transportation/Business, written notice shall be given to the Director of Transportation/Business of such action no later than April 30, 2020. Upon termination of employment, no additional pay is owed to the Director of Transportation/Business 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.


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 Transportation/Business 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 10 day of October, 2017.


Pamela Kotarski
Director of Transportation/Business


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
22 ASHLEY STREET
WESTFIELD, MASSACHUSETTS
WEBSITE: www.k12.westfield.ma.us**

May 6, 2008

**NOTIFICATION OF VACANCY:
CONTINGENT UPON FUNDING**

POSITION: Transportation and Related Business Support Director

JOB GOAL: To enable each student, through safe and efficient transportation, To take full advantage of the complete range of curricular and extra-curricular activities offered by the district's schools. To assist the School Business Administrator in administering the financial affairs of the school district.

QUALIFICATIONS:

1. Experience in all facets of school transportation.
2. Knowledge of safety standards, laws, codes, rules, regulations, policies and procedures relating to pupil transportation.
3. Massachusetts drivers license – CDL with passenger endorsement.
4. Ability to communicate effectively.
5. Experience with computerized routing programs.
6. Experience in bookkeeping, spread sheets and word processing.
7. Experience in the MUNIS system.
8. Experience in school system business.

REPORTS TO: School Business Administrator.

RESPONSIBILITIES:

1. Develop and administer a contractual transportation program to meet all the requirements of the daily instructional program and extra-curricular activities.
2. Develops bids and formulates the specifications to be incorporated in contractual agreements with School Business Administrator.
3. Approve and forward transportation services invoices to accounting department.
4. Prepare transportation budget under the supervision of the School Business Administrator.
5. Develop recommendations for future transportation needs based on an annual survey of resident students.
6. Take an active role working with contractor and school principals in solving discipline problems occurring on school buses.
7. Act as liaison with parents for complaints and special requests related to bus transportation.
8. Coordinate transportation activities related to the McKinney-Vento Act.

9. Advises the Superintendent on road hazards for decision on school closing during inclement weather.
10. Attend appropriate committee and staff meetings.
11. Develop routing and scheduling for regular education, Transitional Bilingual Education, Special Education, parochial schools, and other special transportation accommodations.
12. Assists in the preparation of the End of the Year report and other compliance reports with the Commonwealth.
13. Works in coordination with the Business Administrator in the management of the financial affairs of the schools.
14. Works in coordination with the Business Administrator in the development of the school budget and long-range financial planning.
15. Works in coordination with the Business Administrator in the budget control system for the district.
16. Works in coordination with the Business Administrator in the development of bids and appropriate specifications.

TERMS OF EMPLOYMENT: Twelve-month year with benefits.

EFFECTIVE DATE OF EMPLOYMENT: July 1, 2008

RESPONDS TO: Superintendent of Schools or his/her designee

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.
3. Applications and credentials should be submitted to Mr. Stephen Hagen, Director of Human Resources, 22 Ashley Street, Westfield, MA 01085 up to and including Tuesday, May 20, 2008.

Westfield Public Schools is an Equal Opportunity Employer

WESTFIELD PUBLIC SCHOOLS
AMENDMENT TO CONTRACT

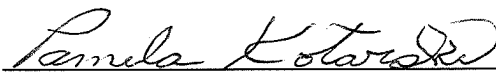
This Memorandum of Agreement entered into this _____ day of May, 2019 hereby amends the terms of the July 1, 2017 and ending with June 30, 2020 employment agreement between the Superintendent of the Westfield Public Schools, in his duly authorized capacity as Superintendent, and PAMELA KOTARSKI, DIRECTOR OF TRANSPORTATION/BUSINESS specifically as provided below:

Paragraph 7, Vacation 2nd paragraph shall be amended to read:

With approval of the Superintendent of Schools, the Director of Transportation/Business shall be allowed to carryover a maximum of ten (10) vacation days from June 30, 2019 into July 1, 2019. Said approval shall be requested and *P.K.* approved on or before June 10, 2019. No other vacation time will be allowed to be carried over after July 1, 2019. Said vacation carry over shall be exhausted on or before December 31, 2019.

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


IN WITNESS WHEREOF, this agreement is signed this _____ day of May, 2019.



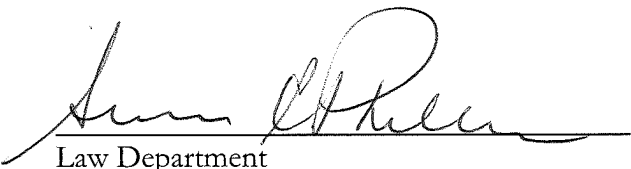
Pamela Kotarski
Director of Transportation/Business



Stefan Czaporowski
Superintendent of Schools



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



Law Department
(Approved as to form)