

## **Memorandum of Agreement**

The Collective Bargaining Agreement between the School Committee of the Town of Hanover, Massachusetts (the "Committee") and the Hanover Teachers Association (the "Association"), which expires on June 30, 2021, shall be continued through June 30, 2024, with the amendments set forth below. All amendments shall be effective as of July 1, 2021, unless otherwise noted.

### **WAGE PACKAGE:**

**Appendix A and Appendix B.** Across-the-Board Increases as follows:

July 1, 2021: 2.25%  
July 1, 2022: 2.75%  
July 1, 2023: 1.5%, with an additional 1.5% effective day 91 of school year

In addition, effective with the 2023- 2024 school year, employees on Supersteps 3 and 4 will receive a lump sum stipend of \$500, to paid in December.

**ARTICLE VI – HOUR AND TEACHING LOAD, Section (e).1 and (f).1** (page 6). Revise as follows:

- (e).1. The lunch period shall be at least twenty-five (25) minutes. All teachers will have a minimum of preparation time of ~~five (5) one (1) preparation periods per week day~~. The total amount of preparation time will not be less than two hundred and twenty-five minutes. No planning period shall be less than thirty (30) consecutive minutes in length per day within the student school day. If occasion occurs where this is not possible both the Association and Administration will confer on a resolution. At the request of the principal, or designee, teachers who voluntarily use their preparation period to cover the class of another teacher will be compensated at the rate of \$30 per preparation period used. Use of preparation periods for coverage will be logged in Aspen and paid in December and June.
- (f).1. Academic subject area senior high school teachers will normally not be assigned more than six (6) periods per day consisting of at least one (1) supervisory period and not more than five (5) teaching periods. Senior high school teachers assigned to teach a sixth class will be compensated at 20% their annual salary. Should the assignment be less than a full academic year, the pay will be prorated.

**ARTICLE VII - WORK YEAR** (page 7). Effective July 1, 2022, revise as follows:

The work year of professional employees (other than personnel who may be required to attend additional orientation session as determined by the Superintendent) will begin ~~no earlier than the Tuesday after Labor Day unless Labor Day falls on the fifth of September or later. In such event school will begin on September first and terminate no later than June 30, but will in no event be longer than three (3) days more than the number of days when pupils are required to be in attendance.~~ on the Wednesday and Thursday prior to Labor Day (Friday will be an off day). Students will report on the Tuesday immediately following Labor Day regardless of the actual date when Labor Day occurs. The school year will terminate no later than June 30, but will in

no event be longer than three (3) days more than the number of days when pupils are required to be in attendance. Pupils shall be in attendance no more than one hundred eighty (180) days.

## **PAID TIME OFF FOR FAMILY ILLNESS/PARENTAL LEAVE**

**ARTICLE XVI - LEAVE POLICY. Section (a) 3 and 4** (page 12): Increase family sick leave, to read as follows:

**From Section a. 2, for reference only:** \*A relative is defined as a father, mother, brother, sister, wife, husband, child, grandparents, a domestic partner or near relatives residing within the household, or immediate in-laws.

3. The unused sick leave days earned in the preceding years will accumulate and be added to the current year's allowance. Family illness leave days will be deducted annually from accumulated sick leave. Family illness days are limited to five (5) per year and restricted to use for a relative as defined above, provided that the Superintendent may in his/her sole discretion grant use of an additional fifteen (15) days of accumulated sick leave when the teacher's presence is necessary to attend to the needs of an immediate family member (as defined above) who is suffering from a catastrophic illness or injury.
4. A certificate or written report of a physician, approved by the Committee, must be furnished when so requested by the Superintendent as a condition of personal or family sick leave.

*[no change to remainder of Section (a)]*

**ARTICLE XVI - LEAVE POLICY. Section (c) Parental Leave** (page 16). Increase paid days available for parents who are not giving birth under Option A and Option B *[no change to remainder of Section c]:*

**Option A** - Unpaid Massachusetts Statutory Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act Leave, with substitution of ~~seven (7)~~ ten (10) work days of paid leave to be deducted from accumulated sick leave for professional employees who are taking maternity/paternity leave without giving birth, provided that professional employees who are adopting may substitute an additional ~~thirteen (13)~~ fifteen (15) days of paid leave, for a total of ~~twenty (20)~~ twenty five (25) days to be deducted from accumulated sick leave. A professional employee giving birth shall be entitled to substitute up to forty (40) consecutive workdays of paid sick leave for disability due to maternity, provided a doctor's certification attesting to disability is given. Such paid sick leave will be deducted from the professional employee's accumulated sick leave, or if exhausted, paid sick leave will be available pursuant to approved sick leave from the Sick Leave Bank Committee. The following shall apply: *[no change to remaining items]*

**Option B** – Unpaid extended leave, with substitution of ~~seven (7)~~ ten (10) work days of paid leave to be deducted from accumulated sick leave for professional employees who are taking maternity/paternity leave without giving birth, provided that professional employees who are adopting may substitute an additional ~~thirteen (13)~~ fifteen (15) days

of paid leave, for a total of ~~twenty (20)~~ twenty five (25) days to be deducted from accumulated sick leave. A professional employee giving birth shall be entitled to substitute up to forty (40) consecutive workdays of paid sick leave for disability due to maternity, provided a doctor's certification attesting to disability is given. Such paid sick leave will be deducted from the professional employee's accumulated sick leave, or if exhausted, paid sick leave will be available pursuant to approved sick leave from the Sick Leave Bank Committee. The following shall apply: *[no change to remaining items]*

**HEALTH AND SAFETY COMMITTEE.** Create **NEW ARTICLE** to read as follows:

The HTA and Administration will establish a Health and Safety Committee (HSC), with 5 members appointed by the HTA and 5 members appointed by the Superintendent to ensure representation from each school. The HSC will establish a meeting schedule each year, not to exceed two meetings per year unless the Superintendent and HTA otherwise agree. If the HSC deems appropriate, the HSC may invite individuals with expertise in a particular area to attend one or more meetings. Among the HSC's responsibilities will be the establishment of a communication platform by which teachers may report health concerns that may arise within a particular building and a timeline for District response.

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**OTHER:** Although not involving an amendment to the CBA, the parties have agreed to the following:

**JLMC on Pilot for Department Head Positions at The Middle and High School:** The parties agree to establish a Joint Labor Management Committee (JLMC) to develop a pilot program for Department Head Positions, using American Recovery Plan funding designed to support COVID-19 recovery efforts. The JLMC will create a job description for the positions and a proposal for an annual stipend and any applicable release time during the school day. Any agreement reached regarding terms and conditions of employment for Department Head Positions will be memorialized in a Memorandum of Agreement. The JLMC will review the effectiveness of the positions during the FY-22 school year and may make recommendations for continuation and/or adjustment to the positions. The School Committee will consider such recommendations, as well as the availability of funding when determining whether to continue the positions beyond FY-22.

## HOUSEKEEPING

**Update Contract, including but not limited to the following:**

**ARTICLE II - DUES DEDUCTIONS Section (a)** (page 1). Eliminate 2<sup>nd</sup> paragraph (mandatory agency fee--no longer permitted).

**ARTICLE XXIII – REDUCTION IN FORCE** (page 25). Revise Section 11 as follows (Section 42 hearing is no longer applicable to RIF):

**Section 11.** ~~Any person who is being laid off will be given the option of a Chapter 71, Section 42 or 42A hearing, as applicable and of a Chapter 32, Section 16 hearing, if applicable, or of postponing that hearing until the end of the recall period. This option will be on an individual basis only.~~ Anyone with professional status at the time of layoff will retain professional status during the recall period ~~provided the individual does not litigate the layoff whether by grievance or otherwise. If the individual does file such litigation, that person's rights under this Section would be terminated. However, s~~ Such an individual may grieve the failure to be recalled in accordance with the provisions of this Article.

### **APPENDIX A – TEACHER SALARY SCHEDULE**

c. Teachers will receive all salary payments by direct deposit to an account or accounts in financial institution(s) of their choice. The first salary payment for a school year will be deposited during the first full week of school. Payments will be made in two (2) week intervals thereafter. When there is a holiday, teachers will be paid on the regular pay day. Teachers may choose to be paid in 21 or 26 payments. ~~For teachers who choose 26 payments, they have the option to receive a lump sum payment in June or continue to be paid at two-week intervals throughout the summer.~~ The selection shall be made by June 15 of the preceding school year.

New: Appendix B-2

Extended School Year (ESY)	
Occupational Therapist	\$40/Hour
Physical Therapist	\$40/Hour
Special Education Teacher	\$40/Hour
Coordinator	\$3,000.00
Paraprofessional	\$20/Hour
ABA and/or Academic Tutor	\$20/Hour
Speech Language Pathologist	\$40/Hour
Speech Language Pathologist	
Asst.	\$30/Hour
BCBA Consultation	\$40/Hour
Psychological Evaluation	\$1,200.00

This document constitutes the entire agreement between the parties for the term hereof as to all matters subject to collective bargaining under the laws of the Commonwealth of Massachusetts. All other proposals/counterproposals have been withdrawn.

IN WITNESS that this Memorandum of Agreement has been ratified by the Hanover School Committee and the Hanover Teachers' Association, their authorized representatives hereby affix their hands and seals as of the dates set forth below.

For Hanover School Committee:

For Hanover Teachers Association:

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\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

hanover/teacher-21-neg/6-03-teacher MOA-to Admin