

COLLECTIVE BARGAINING AGREEMENT

between the

HANOVER TEACHERS ASSOCIATION

and the

HANOVER SCHOOL COMMITTEE

EFFECTIVE

July 1, 2021

THROUGH

June 30, 2024

HANOVER TEACHERS ASSOCIATION

Ann Coates, President
Mary Ann Johnson, Vice President
Anthony DeFranzo, Negotiation Chair
Christopher Galvin, MTA Representative
Matt Amonte
Laura Collins
Melissa Cotter
Noreen D'Andrea
Shayle Emerson
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Tina McCusker
Melissa McGrath
Andrew McLean
Rachael Nameika
Melanie Pavao
Nikki Simmons
Michelle Sullivan

HANOVER SCHOOL COMMITTEE

Leah Miller, Chair
Elizabeth Corbo
John Geary (Member 2012-2021)
Ryan Hall
Peter Miraglia
Ruth Lynch

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Agreement is effective the 1st day of July, 2021 by the School Committee of the Town of Hanover, Massachusetts, herein referred to as the "Committee", and the Hanover Teachers Association, the Massachusetts Teachers Association, and the National Education Association, herein referred to as the "Association".

ARTICLE I - RECOGNITION

For the purposes of collective bargaining with respect to wages, hours, standards of productivity and performance and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and representative of those members of the professional staff of the Hanover Schools. Professional employees include all teachers, partnership teachers, and nurses, and exclude the Superintendent, the Assistant Superintendent, and all Administrators, substitute teachers, aides, and all others.

ARTICLE II - DUES DEDUCTIONS

- (a) The Committee agrees to deduct from the salaries of persons covered by this Agreement such dues for the Hanover Teachers Association as such persons authorize the Committee to deduct. The dues shall be deducted in equal amounts monthly from October through June. The authorization will be in writing in a form approved by the Committee.
- (b) The Association, through the M.T.A., in accordance with applicable state law, shall indemnify and save the Committee and the Town of Hanover harmless against any claim, demand, suit or other form of liability that may arise out of any action taken or not taken by the Committee for the purpose of complying with this Article.
- (c) The Hanover Teachers Association shall provide the Town Treasurer a copy of the bond, which is in conformance with G.L. Chapter 180, Section 17C.

ARTICLE III RESPONSIBILITIES of COMMITTEE, SUPERINTENDENT and PRINCIPALS

- (a) The Committee is a public body established under the statutes of Massachusetts and has final responsibility for establishing the educational policies and goals of the public schools of Hanover. The Superintendent has the responsibility for the management of said

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schools and the principals have responsibility for the management and administration of their schools.

- (b)** Nothing contained in this Agreement shall be deemed to derogate from the powers and responsibilities of the Committee, the Superintendent, or the Principals under the statutes of Massachusetts or the rules and regulations of agencies of Massachusetts. As to every matter not covered by this Agreement, the Committee, the Superintendent, and the Principals retain the powers, rights and duties that they have by law and may exercise the same without any such exercise being made the subject of a grievance or arbitration proceeding.
- (c)** The powers and responsibilities of the Committee, the Superintendent, and the Principals, to the extent that G.L. Chapter 71, Section 59B so provides, include, but are not limited to, the hiring, termination, discipline, assignment, transfer and promotion of school personnel; the granting of professional status to teachers; the determination of the length of the school year and the school day; the determination of the curriculum; the adoption of a professional development plan; the determination of eligibility for salary increase; the evaluation of teachers and nurses; the selection of text books and other teaching aids and all other matters properly part of the educational policies and goals and the management of the Hanover Schools; all as limited by any of the articles of this Agreement.
- (d)** The Committee, the Superintendent, and the Principals have the sole and exclusive right and responsibility to promulgate reasonable rules and regulations concerning persons covered by this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

- (a) A grievance is a written claim by the Committee, Association, or an individual involving an allegation that the contract has been violated or involving a question concerning the interpretation of the contract providing, however, that any matters filed before the Massachusetts Commission Against Discrimination, the Equal Employment Opportunity Commission, or the State or Federal Courts shall not be subject to this grievance procedure nor be construed as grievable.
- (b) In the event a grievance is filed by the Association, the following procedure shall apply:
1. The grievance must be filed within twenty (20) calendar days after the occurrence of the event which gave rise to the grievance.
 2. The grievance shall be discussed by the aggrieved person and the immediate supervisor who shall answer the grievance within fifteen (15) calendar days of the receipt of the grievance.
 3. Should the grievance remain unresolved, it may be referred to the Superintendent within seven (7) calendar days of the receipt of the answer as provided in 2 above. The Superintendent shall answer the grievance within fifteen (15) calendar days of receipt of the referral.
 4. Should the grievance remain unresolved, it may be referred to the Committee within seven (7) calendar days of the receipt of the answer as provided in 3 above. The Committee shall answer the grievance within twenty-eight (28) calendar days of receipt of the referral.
 5. Within twenty-eight (28) calendar days after the answer of the Committee either party may request arbitration under the Voluntary Expedited Municipal Labor Arbitration Rules of the American Arbitration Association.
- (c) In the event a grievance is filed by the Committee, the following procedure shall apply.
1. The grievance must be filed within twenty-one (21) calendar days after the occurrence of the event which gave rise to the grievance.
 2. The grievance shall be discussed by the Superintendent or a representative of the Committee and the President of the Association who shall answer the grievance within fourteen (14) calendar days of the receipt of the grievance.

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3. Within twenty-one (21) calendar days after the answer of the Association either party may request arbitration under the Voluntary Expedited Municipal Labor Arbitration of the American Arbitration Association.
- (d) Any professional employee covered by this Agreement may be represented at all stages of the grievance procedure by a member of the following: Hanover Teachers Association, Massachusetts Teachers Association, or National Education Association. In no case may the person be represented by a representative or an officer of any teachers association other than those mentioned previously. When a professional employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
 - (e) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed after June 1, time limits will be waived until September 1 and a copy of the grievance will be filed with the Superintendent.
 - (f) All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
 - (g) The arbitrator selected under this Article shall have no power to modify, amend, add to, subtract from, or alter this Agreement.

ARTICLE V - SALARIES

The salaries of all persons covered by this Agreement together with related conditions are set forth in Appendices A, B & C which are attached hereto and made a part hereof.

ARTICLE VI - HOURS and TEACHING LOAD

- (a) The professional employees' workday will normally be seven (7) hours and twenty (20) minutes.
- (b) The workday of professional employees includes thirty (30) minutes before the students' starting times and ends twenty (20) minutes after the students' dismissal times with the exception of the staff at the high school, whose workday includes ten (10) minutes before the students' starting times and twenty (20) minutes after the students' dismissal times. Effective September 1, 2016, the workday of professional employees at the high school shall be determined as follows:

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1. Professional employees at the high school shall be present at school for a total of one hundred fifty (minutes) outside of the student day during a normal work week.
2. Professional employees at the high school shall create a flexible work schedule provided that it satisfies the one hundred fifty (150) minute per week requirements; and further provided that it satisfies the following conditions:
 - a. Each schedule shall include at least one morning per week when the employee arrives no fewer than twenty (20) minutes before students' starting time and at least one afternoon per week when the employee remains at school for no fewer than twenty (20) minutes after the students' dismissal time.
 - b. On every workday, professional employees shall arrive no later than five (5) minutes before the students' starting time and shall depart no sooner than five (5) minutes after the students' dismissal time.
 - c. Professional employees shall submit their schedules to the designated administrator as requested. Professional employees may modify their schedule if necessary provided that he or she notifies the designated administrator beforehand.

Starting and dismissal times are subject to modification by the Committee, provided, however, that no such modification will increase the length of the professional employees' workday, and provided further that if the Committee intends to make major changes in starting and dismissal times which will affect a substantial number of professional employees for a substantial period of time, the Committee shall give the Association notice of such intent and provide also for the discussion and negotiation of such changes prior to implementation; otherwise, the Committee or the Administration has the unilateral right to effect changes in the starting time of the school day.

- (c) Professional employees other than classroom teachers will work at their assigned tasks for at least, the length of the regular teachers' workday. It is recognized, however, that the proper performance of their duties may, on occasion, require these persons to work longer than the normal working day. If a guidance counselor or nurse and the Superintendent mutually agree that the guidance counselor or nurse will work before and/or after the regular school year or school day, then in such case the guidance counselor or nurse will receive pay for the time worked.

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- (d) Professional employees may be required to:
 - 1. remain after the end of the regular workday without additional compensation to attend an average of two (2) meetings per month, as needed.
 - 2. attend up to and including four (4) parent conference evening meetings each year. Attendance at all other evening meetings will be optional.

- (e) The Lunch period shall be at least twenty-five (25) minutes. All teachers will have a minimum of preparation time of one (1) preparation periods per day. The total amount of preparation time will not be less than the two hundred and twenty-five (225) minutes. No planning period shall be less than thirty (30) consecutive minutes per day within the student school day. If an 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% of their annual salary. Should the assignment be less than a full academic year, the pay will be prorated.
 - 2. High school teachers will not be assigned more than three (3) different class preparations per day, unless mutually agreed upon by teacher and administrator.

- (g) Professional employee participation in extracurricular activities will be strictly voluntary and professional employees will be compensated for all such participation in accordance with the provisions of this Agreement. No new extracurricular position will be initiated by the Committee without the written agreement of the Association concerning wages, hours, and working conditions and placement in Appendix B.

- (h) The Cedar School and Center School Nurses shall be employed as full-time 1.0 FTE employees. Their full-time responsibilities shall be responsible to provide all contractual full-time obligations including, but not limited to, attendance at one (1) monthly meeting with the lead nurse of no more than two (2) hours duration per month. Except on

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Tuesdays, The Center School Nurse shall work from 8:00 a.m. to 4:00 p.m. and the Cedar School Nurse shall work from 7:00 a.m. to 3:00 p.m. On Tuesdays, both nurses will maintain their respective start times, but finish work at 1:00 p.m. This work schedule amounts to more than a 1.0 FTE over the course of the work year. Accordingly, these nurses shall be paid at an hourly rate of \$35.00 per hour for all time beyond the 2200 minute work week. These nurses will submit time sheets bi-weekly for any time over the 2200 minute work week. In the event that the Office of Family and Community Engagement (FACE) does not need their services the nurses will remain full time at 1.0 FTE. A full time 1.0 FTE schedule for the Cedar School Nurse and the Center School Nurse shall be deemed as 8:00 a.m. – 3:20 p.m. in that scenario.

ARTICLE VII - WORK YEAR

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. Pupils shall be in attendance no more than one hundred eighty (180) days.

Effective July 1, 2022, the preceding paragraph is replaced with the following: 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 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.

ARTICLE VIII - WORKING CONDITIONS

- (a) The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:
1. Teachers will have a duty-free lunch period. Each teacher will also receive free periods for class preparation, according to the provisions of Article VI(e).

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2. The Committee will make every effort to equalize extra duty assignments for teachers whether assigned to one (1) or more than one (1) building.
 3. Health services, such as administering eye and ear examinations and weighing and measuring pupils, will not be the responsibility of teachers.
 4. Teachers are not required to collect money from students for noneducational purposes. Teachers may be required to collect and transmit money to be used for educational purposes.
 5. Teachers will not be required to drive pupils to activities which take place away from the school building.
- (b) Nurses will have a duty-free lunch period.
- (c) The committee will maintain liability insurance, School Board Legal Liability Policy, including coverage for employees for the duration of this contract.

ARTICLE IX - CLASS SIZE

The Committee and Association agree that a desirable maximum class size for K-2 is twenty (20) pupils and that a desirable maximum class size for the remaining grades is twenty-five (25) pupils, and to the extent possible, such class size will be maintained. The designation of the number of pupils per class is not to be construed as a limitation on the Committee as to any given number of pupils per class. The administration will make reasonable efforts to equalize the number of students assigned to teachers, consistent, however, with curriculum, scheduling, and student needs.

ARTICLE X - VACANCIES and PROMOTIONS

- (a) Whenever a new position in the bargaining unit, or a vacancy in a unit position, or a position calling for a higher rate of pay becomes available during the school year (September to June), it will be adequately publicized by the Superintendent through electronic email transmission to all staff and posting on the Hanover Schools website. A new position does not include the temporary vacancy of a teaching position, which can be filled by a substitute or other teacher. Further, consideration of all voluntary transfers may be completed before a particular position is declared vacant. During the months of July and August, written notice of any such new position will be given to the Association whose responsibility it will be to notify the members of the bargaining unit. In addition, such position will be posted on the Hanover Schools website. The teacher must then file a request with the Superintendent in writing in order to be considered. In both

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situations, the qualifications for the position, its duties, and the agreed upon minimum rate of compensation will be clearly set forth. All bargaining unit applicants not receiving the promotion or transfer will be notified in writing within a week after the Superintendent's action.

- (b) All qualified teachers will be given opportunity to make written application for such positions and the Superintendent agrees to give due weight to the professional background and attainments of all applicants. If a vacancy occurs on or before June 30, the Superintendent agrees to fill the position no later than the beginning of the following school year. If a vacancy occurs after June 30, the position will be filled no later than the beginning of the school year following the next school year.
- (c) Vacancies in nurse positions will be adequately publicized by the Superintendent. All qualified nurses will be given opportunity to make written application for such positions and the Superintendent agrees to give due weight to the professional background and attainment of all applicants.

**ARTICLE XI
EVALUATION of PROFESSIONAL EMPLOYEES**

- (a) All monitoring or observation of the work performance of a professional employee will be conducted openly and with the full knowledge of the professional employee. Professional employees will be given a copy of any evaluation report prepared by their supervisors and will have the right to discuss such report with their supervisors.
- (b)
 - 1. Professional employees will have the right, upon request, to review the contents of their personnel file. A professional employee will be entitled to have a representative of the Association accompany him/her during such review.
 - 2. No material derogatory to a professional employees' conduct, service, character or personality will be placed in his/her personnel file unless the professional employee has had an opportunity to review the material. The professional employee will acknowledge that he/she has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The professional employee will also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

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- (c) Any serious written complaint in the judgment of the Administration regarding a professional employee that will result in action against the professional employee made to any member of the Administration by any parent, student, or other person will be promptly called to the attention of the professional employee.

- (d)
 - 1. The Association recognizes the authority and responsibility of the Committee, the Superintendent, or other administrator for disciplining or reprimanding a professional employee for delinquency of professional performance. In any disciplinary procedure a professional employee is entitled to have a representative of the Association present upon request.

 - 2. No professional employee will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

 - 3. The Committee may at its discretion retain or terminate the services of a teacher or nurse to whom no one of the sections of Chapter 71 of the General Laws applies.

- (e) Performance standards shall be established as required by Chapter 71, Section 38 and shall also be established for nurses to the extent required by Chapter 71, Section 38.

- (f) The evaluation instrument and procedure is set forth in Appendix C.

ARTICLE XII - ASSIGNMENT

Teachers will be notified in writing of their programs for the coming school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach, and any special or unusual classes that they will have not later than the end of the school year subject to the principals involved making said assignments.

In order to assure that pupils are taught by teachers working within their areas of competence, teachers will normally not be assigned (except temporarily and in the best interest of the pupils) outside the scope of their teaching certificates and/or their major or minor fields of study.

In making changes in grade assignment in the elementary schools and in subject assignment in the secondary schools, the convenience and wishes of the individual teacher will be given consideration. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedule as soon as practicable. Teachers who are assigned to more than one school in any one school day will receive the town mileage rate

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for all inter-school driving done by them, and the method of payment will be determined by the Committee.

To the extent practicable, nurses will be notified in writing of the School(s) to which they will be assigned for the coming school year. Nurses assigned to more than one school will receive the town mileage rate for inter-school driving.

ARTICLE XIII - USE OF SCHOOL FACILITIES

- (a) The Association will have the right to use school buildings without cost at reasonable times for meetings provided reasonable notice is given to the principal of the building in question and provided further that if the building has been previously reserved for use by another group, the Association shall not be entitled to use such building.
- (b) The Association will have the right to distribute material in professional employees' mailboxes.

ARTICLE XIV - PROTECTION

- (a) Professional employees will immediately report in writing all cases of assault suffered by them in connection with their employment to their Superintendent and Principal.
- (b) This report will be forwarded to the Committee which will comply with any reasonable request from the professional employee for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the professional employee, the police and courts.

ARTICLE XV - INSURANCE AND ANNUITY PLAN

The Committee will pay the same percentage for school employees as is paid for other town workers for the following types of insurance coverage.

- (a) The \$2,000 group term life insurance policy offered by the Town of Hanover.
- (b) Individual or family coverage for Blue Cross and Blue Shield or other health programs of equal or better coverage for the group policy taken by the Town of Hanover.
- (c) Professional employees will be eligible to participate in a tax sheltered annuity plan as established under the law.

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- (d) Professional employees will be eligible to purchase additional life insurance, as established under the law, with the premium being deducted from their salary.
- (e) Upon written authorization by the professional employee, the Town Treasurer will electronically deposit the employee's paycheck or a portion thereof at one or more financial institutions of the employee's choice.
- (f) Flex Spending Accounts:

In the event that the Town establishes a Flexible Spending Medical Program (i.e. "Section 125" plans such as Pretax Insurance Premium Payments, Dependent Care Account Plan "DCAP" and Medical Care Account Plan "MEDCAP"), the Committee shall make available participation in the program to employees and shall provide for and pay the one-time set up costs to implement the program. The Employer shall pay any annual administrative fee for subscribers who opt into the program. The program shall include a voluntary debit card system. Employees may set aside funds up to the maximum amount permitted by the Internal Revenue Code.

ARTICLE XVI - LEAVE POLICY

(a) Sick Leave

Any regular full-time professional employee shall receive full sick leave pay for absence due to illness or any other disability; any quarantine regulation of the Board of Health; in accordance with the following provisions:

1. Only service in the Hanover Schools may be credited for sick leave benefits.
2. Each professional employee is eligible for fifteen (15) days sick leave annually, five of which accrue as of the first day of September and the balance to be earned at the rate of one day per month beginning in September and continuing through June. Notwithstanding the above, a professional employee may access all 15 days of sick leave at the beginning of the school year, with the understanding that in the event the individual's employment ceases (for whatever reason) prior to earning days used, the employee's final paycheck will be reduced accordingly. A professional employee shall also, in addition to all other provisions of this section, be allowed full pay while absent on account of death of a relative*, or for religious holidays, not to exceed five (5) days in any school year, this provision is to be non-cumulative.

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*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.
5. A Sick Leave Bank ("Bank") shall be maintained. Professional employees who have used up their personal sick leave to which they are entitled and who are members of the Bank may apply to draw on the bank. The operations of the bank and withdrawals there from shall be carried out by the Bank Committee composed of equal numbers of persons designated by the Superintendent and by the Association and in accordance with the following guidelines.

All deposits to the Bank are to be voluntary, however, any professional employee who desires not to participate in the Bank must affirmatively notify the Superintendent's office using the Sick Leave Bank Non-Participation Form as listed in Appendix D ("Non-Participation Form") within the time limits set forth herein.

Each newly hired professional employee shall be provided the Non-Participation Form upon which the newly hired professional employee may elect to designate his/her desire not to join the Bank and thus not to donate his/her personal sick day(s) in accordance with this section. Any newly hired professional employee must submit the Non-Participation Form to the Superintendent's office no later than thirty (30) school days following the first date of employment. If the newly hired employee does not submit the Non-Participation Form to the Superintendent's office within the thirty (30) school day time period, she/he shall have one sick day

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deducted from his/her sick leave entitlement and deposited into the Bank.

Professional employees already members of the Bank need not deposit on an annual basis to retain membership unless the Bank falls below 600 days. If the Bank falls below 600 days, the Superintendent's office shall provide all professional employees who are already members of the Bank with the Non-Participation Form. If a professional employee desires to terminate his/her participation in the Bank, he/she shall submit the Non-Participation Form to the Superintendent's office no later than thirty (30) school days after being provided with the Non-Participation Form. If the professional employee elects not to submit the Non-Participation Form within the timelines specified above, the professional employee shall have one (1) sick leave day deducted from his/her sick leave entitlement and deposited into the Bank.

- a. Only those who have joined and maintained their membership in the Bank by making deposits to the Bank in accordance with the above may be permitted to withdraw from the Bank.
- b. All requests for withdrawal from the bank must be accompanied by the reason and approved by the Sick Leave Bank Committee.
- c. The number of days requested from the bank must be specified at the time of initial request. An initial request for days from the bank shall be limited to forty-five (45) days, and any subsequent request for additional time shall contain a specified number of days to be borrowed by the member.
- d. Any request for extension of days after the initial request from the bank will be reviewed by the Sick Leave Bank Committee and granted accordingly.
- e. The Sick Leave Bank Committee may request an attending physician's statement regarding the nature of the illness of the applicant and the anticipated period of absence.
- f. All decisions of the Bank Committee regarding the operations of the bank and withdrawals there from shall be final and shall not subject to grievance and arbitration.

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contained in Article XVI(a)6. This provision shall not apply to professional employees entitled to retire within the meaning of Article XVI(a)6 upon a showing of good cause as to why they were unable to comply with this provision.

(b) Leave Without Pay

Leave of absence without pay may be granted by the Committee to professional employees who have professional teacher status or nurses in the Hanover Schools for the following reasons:

1. Approved study.
2. Approved travel.
3. Exchange with a teacher or nurse in another school system.
4. Health.
5. Peace Corps - Leave without pay will be granted to teachers or nurses to allow them to serve in the Peace Corps. Upon returning to the school system, they will be placed on the salary scale step as if they had remained in the system. A maximum of two (2) years' credit will be allowed on the step scale for Peace Corps service.
6. Unusual or Unanticipated Circumstances - Each teacher or nurse will be granted up to five (5) days of leave without pay for unusual or unanticipated circumstances. Said five (5) days may not be used to extend the December, February or April vacations. This leave in no way affects the personal days as established by section (1) of Article XVI sec. (f).
7. All requests for leaves will be applied for and answered in writing. All answers will be received no later than thirty (30) days after receipt of request. A teacher who is not on professional teacher status shall not be eligible for such leave except on recommendation of the Superintendent. A teacher or nurse who is returning from leave for any of the above reasons, except for career leave, shall be placed on the step of the salary schedule she/he would have attained had she/he remained in the school system.

(c) Parental Leave

1. A professional employee who has been employed by the Hanover Public Schools for at least three (3) consecutive months on a full time basis or who has professional teacher status shall be granted a leave of absence for the purpose of

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adoption or birth of a child under the terms and conditions set forth in this section.

2. A professional employee who wishes to take leave under this section shall inform the Superintendent in writing on an approved form of the anticipated date of departure at least eight (8) weeks in advance. (In the event of notification by an appropriate agency of an adoption date less than eight (8) weeks in advance, the notice date will be adjusted accordingly.) At the time of the notification, the professional employee will select one of the following two (2) options:

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 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 fifteen (15) days of paid leave, for a total of 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:

- a. The duration of leave shall not exceed eight (8) weeks (or in the case of FMLA leave, twelve (12) weeks) from the date of leave's commencement.
- b. At the time the professional employee requests his/her leave, he/she shall select and notify, in writing, the Superintendent of his/her anticipated date of return. If the professional employee fails to so notify the Superintendent in writing or does furnish written notice and fails to return to duty at the expiration of the leave, the professional employee shall be deemed to have resigned unless the failure to return is because of disability, in which case he/she shall be placed on sick leave to the extent he/she has any remaining.
- c. A professional employee who has complied with all of the above prescribed conditions shall be, upon his/her return, returned to his/her original position with the same status, pay, length of

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service credit, and seniority, wherever applicable, as of the date of the commencement of his/her leave.

Option B – Unpaid extended leave, with substitution of 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 fifteen (15) days of paid leave, for a total of 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:

- a. At the professional employee's option, the duration of the leave shall be as follows:
 - B1 through the remainder of the school year in which the birth or adoption occurs;
 - B2 through the conclusion of the school year in which the birth or adoption occurs, plus one additional full school year.
 - B3 through the conclusion of any academic term of the school year in which the birth or adoption occurs; or
- b. At the time the professional employee requests his/her leave, he/she shall select a return date, which shall be the first scheduled day of the applicable school year if selecting option B1 or B2 or the first scheduled day following the end of the quarter if selecting option B3.
- c. If a professional employee has selected option B1 or B2 and wishes to change his/her return date from the beginning of the school year specified in his/her original designation, he/she shall provide written notice to the Superintendent no later than April 1 of the school year proceeding the return date originally requested. If the professional employee complies with this notification, he/she

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will be able to change his/her return date to the first day of the alternative year available under Option B. If a professional employee has selected option B3, no changes will be permitted.

- d. When a professional employee returns to work under Option B, the professional employee shall be returned to his/her original position, if practicable, or to a substantially equivalent position.
 - c. If a professional employee has selected option B1 or B2, the professional employee must notify the Superintendent, in writing, between March 1 and April 1 of the school year preceding the return (first scheduled day of the school year) date agreed upon, of his/her intention to return to duty at the expiration of his/her leave. If a professional employee has selected option B3, such written notice must be received no earlier than four (4) weeks and no later than two (2) weeks prior to the end of the applicable quarter. If the professional employee fails to so notify the Superintendent in writing, or does furnish said written notice and fails to return to duty at the expiration of his/her leave, he/she shall be deemed to have resigned, and the obligation of the employer to provide a position for him/her shall cease.
3. Except as provided herein, all benefits to which the professional employee was entitled at the time his/her leave under this section commenced, including any unused accumulated sick leave, shall be restored to him/her upon return. However, he/she shall be advanced to the next step on the salary schedule and shall accrue sick leave and credit for years of service for the purpose of determining seniority under Article XXIII (Reduction in Force) only for a year in which the professional employee actively worked for at least ninety-one (91) days. Nothing in this section prevents the employer's non-reappointment of a professional employee without professional teacher status or dismissal or lay off of a professional employee with or without professional teacher status, to the extent such nonrenewal, dismissal, or lay off is otherwise applicable.
 4. No professional employee shall be entitled to under this section to be absent from her duties for more extended leave under Option B for more than two consecutive school years. In order to access extended leave for subsequent births or adoptions, the employee must return to full-time active

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service for at least one full school year prior to becoming eligible for additional extended leave under Option B. The parties agree that sick leave benefits for disability due to childbirth and recovery there from will not be allowed for an employee who is on an approved extended leave of absence (such as sabbatical or other leave). In addition, employees will not be entitled to sick leave benefits for any other illnesses and/or disabilities incurred while on extended leave under Option B of this section.

(d) Absence for Professional Purposes

1. The Superintendent may authorize absences of employees for professional purposes with full pay, not to exceed five (5) school days in any school year. The employee shall make application for the authorization of such absences at least ten (10) days in advance of their occurrence. The decision to authorize such absence in a specific instance shall be based upon length of service, previous record of absence, and the purpose of the absence. Additional absences for professional purposes may be granted on specific authorization of the Committee.
2. Under this provision, five (5) official delegates of the Association may take up to one (1) day each with full pay to attend the Massachusetts Teachers Association and/or National Education Association Convention.

(e) Absence for Jury Duty

Absence for jury duty and as a witness when subpoenaed by the Court shall not count in calculating absence limitations under other sections. The salary paid by the Hanover Schools during such absence shall be at the regular rate less the fee paid by the county for such jury duty.

(f) Other Absences

1. Absence for personal business. The parties recognize that the regular attendance of Professional Staff contributes significantly to the quality of the educational program; therefore, personal leave should be held to a minimum. Three personal days per school year shall be available without need to give reason. Such days may be taken consecutively or immediately preceding or following a vacation period or holiday at the discretion of the Superintendent. The Superintendent's decision to grant personal days consecutively or immediately preceding or following a vacation period or holiday will not be grievable. The same notification procedure as for absence due to

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illness will be followed. Additional days may be granted with full pay for emergencies as determined by the Superintendent. An employee may convert any unused personal days into sick days toward his/her individual accumulated total of sick days that will be credited to the employee's accrued sick leave in the following school year and available for review by October 15 with access to the personnel management system (currently Aspen) of the district. Employees hired after July 1, 2018 will be entitled to two (2) personal days with the same conditions stated above.

2. Absence for Summer Study. Early leave for summer school study will be figured considering date of start of summer school plus travel time. Travel time shall be calculated at three hundred fifty (350) miles per calendar day. Participants who have been accepted for summer study may be allowed to leave up to the maximum of five (5) school days with full pay, prior to the last days of students' attendance. Earlier leave will be up to the discretion of the Committee. All requests for leaves will be applied for and answered in writing. All answers will be received no later than thirty (30) days after receipt of request.
3. Absence for Military Service. A maximum of ten (10) days per school year for persons called into temporary active duty on 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 will be authorized. Professional employees will be paid the difference between their regular pay and the pay which they receive from the State or Federal Government. Special leaves of absence shall be granted under the direction and approval of the Committee.

ARTICLE XVII - SABBATICAL LEAVES

Upon the recommendations of a joint committee, composed of three (3) Association Negotiating Team members, one (1) Principal and the Superintendent, sabbatical leaves may be granted by the Committee for study or research to a member of the teaching staff, subject to the following conditions:

- (a) No more than three (3) members of the teaching staff may be absent on sabbatical leave at any one (1) time.
- (b) Requests for sabbatical leave must be received by the Superintendent in writing during or after a teacher's seventh consecutive year in the Hanover school system.

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- (c) Teachers on sabbatical leave will be paid full salary or part salary, with the minimum of 70% of their regular salary for the sabbatical year and will continue on their regular increment step as if they had been present for the year.
- (d) Prior to granting such leave, teachers will enter written agreement with the Committee to return to employment in the Hanover school system for a period equal to twice the length of such leave and that, if in default of completing such service, a refund in an amount equal to such proportion of salary received by him/her while on leave as the amount of service not actually rendered, as provided in Chapter 71, Section 41A.
- (e) Sabbatical leaves will not exceed one (1) year, as provided by the statute.

ARTICLE XVIII - TRANSFERS

- (a) Although the Committee and the Association recognize that some transfer of teachers from one school to another is unavoidable, they also recognize that frequent transfer of teachers is disruptive to the educational process and interferes with optimum teacher performance. Therefore, they agree as follows:
 - 1. When a reduction in the number of teachers in a school is necessary, volunteers will be considered first.
 - 2. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor field of study, quality of teaching performance and length of service in the Hanover school system will be considered.
 - 3. An involuntary transfer will be made only after a meeting between the teacher involved and the Superintendent, (or designee), at which time the teacher will be notified of the reasons for the transfer. In the event that a teacher objects to the transfer at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent, (or designee), will meet with the Association's representatives to discuss the transfer.
 - 4. A list of open positions in other schools will be made available to all teachers.
 - 5. Notice of transfer will be given to teachers as soon as practicable and under normal circumstances not later than June 1.
 - 6. Teachers desiring a transfer will submit a written request to the Superintendent stating the assignment preferred. Such

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requests must be submitted between September 1 and April 1 of each school year to be considered for the next school year. Requests must be renewed each year. All requests will be acknowledged in writing.

7. When a teacher requests a transfer, the teacher's certification and/or license, major/minor area of competence, proven performance, and length of service will be among the considered factors. Stronger consideration will be given to on-staff teachers before any other applicant. If more than one teacher in the system applies for a transfer to the same position and all factors are essentially equal, more weight will be given to length of service. If the teacher is not granted the transfer, the denial will be reviewed by the Superintendent before a decision is rendered on the filling of position that the teacher requested. After the Superintendent's review, if the teacher is not granted the transfer, the teacher will be given reason(s) for the denial prior to any knowledge or announcement of the hiring decision.

- (b) When a reduction in the number of nurses is necessary, volunteers will be considered first. A list of open nurse positions will be made available to all nurses. Notice of transfer will be given as soon as practicable.

**ARTICLE XIX
TEAM LEADERS, DIRECTORS,
SUPERVISORS, AND MENTORS**

- (a) The Adjustment Counselor index is based on work time requirements of the job. If required to work an additional two (2) weeks, the Adjustment Counselor will receive an additional 5% of his/her annual salary.
- (b) A teacher who spends the majority of his or her time in the classroom but who has been given additional duties as an assistant principal shall be paid on the following scale:
- \$2,000 - first year as assistant principal
 - \$3,500 - second year as assistant principal
 - \$5,000 - third year and subsequent years as assistant principal
- (c) A teacher who chooses to participate in the Mentoring Program as a System-wide Coordinator, a Building Coordinator or a Mentor will be paid a stipend as set forth in Appendix B.* If it is necessary that a mentor work with more than one protégé, the stipend paid will be per protégé.

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- (d) A full time professional employee appointed to the position of High School Department Head for Guidance will have four (4) periods of counseling/testing responsibilities, one (1) preparation period, and two (2) periods of Department Head responsibilities. The High School Department Head for Guidance will receive an annual stipend according to section A20 of Appendix B of this contract and will annually work four (4) days in addition to the work year set forth in Article VII-Work Year at a per diem rate based on 1/183 of the salary. Additional terms and condition of employment for the High School Department Head for Guidance are set forth in a document entitled "Memorandum of Agreement (Guidance Department Head)" dated September 2009, which is incorporated herein by reference.
- (e) Full time teachers appointed to the position of Pre School Coordinator, Special Education Coordinator, at the Elementary, Middle School or High School level will receive an annual stipend of \$2,000. Additional terms and conditions of employment for the Special Education Coordinator positions are set forth in a document entitled "Memorandum of Agreement (SPED Coordinators)" dated September 2009, which is incorporated herein by reference.

ARTICLE XX - GENERAL

- (a) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- (b) This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- (c) In no event shall any present or future member of the Committee or the Superintendent have any personal obligations for any payment under any provision of this Agreement.
- (d) The Association agrees that it will not cause, condone, sanction, or take part in any strike, walkout, slowdown, or work stoppage during the term of this Agreement or during any period of time while negotiations are in progress or pending between the parties for a continuance or renewal of it. The fact as to whether such action has taken place and the determinations of the involvement of an individual or individuals shall be the subject of the arbitration process or procedure.

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- (e) Nothing in this Agreement shall be deemed to conflict with any power or to prohibit the right or duty possessed by the Committee, the Superintendent or Principals except where such right or duty is specifically limited by this agreement.
- (f) If a new bargaining unit position is established, the Committee will negotiate with the Association an appropriate salary for such position.
- (g) If a professional employee is absent, a good faith effort will be made by the Superintendent or his designee to replace the absent professional employee with a substitute.
- (h) This Agreement contains and constitutes the entire agreement between the parties arrived at through the collective bargaining process and supersedes any and all existing agreements and understandings between the said parties.

ARTICLE XXI - DISCRIMINATION

The Committee will not interfere with or discriminate against any person covered by this Agreement because of membership or non membership in the Association or because of legitimate activity as required in this Agreement on behalf of members of this bargaining unit, nor will the Committee discourage membership in the Association or encourage membership in any association. The Association recognizes its responsibility as exclusive bargaining agent and will represent all members of the bargaining unit whether they are members or non-members of the Association without discrimination. The provisions of this Agreement shall be applied equally to all persons without discrimination as to age, sex, sexual orientation, gender identity, marital status, race, color, creed, national origin, or political affiliation. The Association shall share equally with the Committee the responsibility for applying this provision of the Agreement. The Committee and the Association agree that they will not discriminate against any member of the bargaining unit for exercising rights under the provisions of Chapter 150E and sections thereof, of the General Laws of Massachusetts.

ARTICLE XXII - PERSONAL INJURY BENEFITS

Whenever a professional employee is absent from school as a result of personal injury arising out of and during the course of his/her employment, the Committee agrees that the provisions of G.L. Chapter 152, Section 69 (Workers Compensation Benefits) providing for benefits to employees or their dependents in the event of incapacity or death arising out of employment shall be, and hereby are, accepted and applied to all employees covered under the provision of this Agreement.

ARTICLE XXIII - REDUCTION IN FORCE

Section 1. Pursuant to the provisions of Chapter 71, Section 42, the Association recognizes the right of a Superintendent to lay off teachers pursuant to

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reductions in force or reorganization resulting from declining enrollment or other budgetary reasons. No teacher with professional teacher status shall be laid off pursuant to a reduction in force or reorganization if there is a teacher without such status for whose position the covered employee is currently certified. No teacher with such status shall be displaced by a more senior teacher with such status in accordance with the terms of this collective bargaining agreement unless the more senior teacher is currently certified pursuant to Chapter 71, Section thirty-eight G for the junior teacher's position.

Section 2. If a reduction in staff results in the layoff of a professional employee, the relevant professional training (including but not limited to certification and/or license), competency, proven performance, as well as the needs of the system, shall be reviewed in determining the order in which the layoff of professional employees shall occur within the separate groups of professional status and provisional status professional employees. If the above factors are relatively equal, the most junior professional employee(s) within his/her certification and/or license shall be laid off first. Total time in the Hanover School System from the first day worked in a permanent position shall be used to compute length of service under this Article.

Section 3. For the purposes of this Article, "certification and/or license" shall mean the areas of certification and/or license as defined by the Department of Education.

Section 4. The seniority of all professional employees currently employed in the Hanover school system shall be determined by their total time worked in the Hanover school system in a professional position. The seniority of all professional employees hired after September 1, 1990 shall be determined by their permanent and continuous service in the Hanover school system in a professional position.

Section 5. Except in unforeseen circumstances, a professional status professional employee who has served for more than three years so affected by a reduction in staff shall be notified by April 15 of the school year preceding the school year in which the reduction is to take place.

Section 6. If subsequent vacancies occur or if new positions are added or old positions reinstated, which persons on layoff previously performed, such persons shall have recall rights in accordance with the criteria in Section 2 above.

Section 7. The recall period will run through the first day of the following October. The Superintendent will notify the professional employees on recall within 5 days whenever any position for which they are qualified becomes available. Upon receipt of the notification of available positions, the professional employee will contact the Superintendent within 5 days of intent of acceptance or rejection of the said position. The professional employee will send a written verification of the decision to be filed at the Superintendent's office within 10 days. The professional employee when placed on the recall list will give written notification to the Superintendent of his/her current certification and/or license status, current address and phone number by June 30th of the year in which the

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recall status begins. If any changes (at any time during the recall period) occur in certification and/or license, address, or phone number, the professional employee will update the Superintendent of these changes in writing by certified return/receipt mail. If a professional employee is recalled under the provisions above, he or she will be given credit on the salary schedule for previous experience in Hanover, and any previous unused sick leave shall be credited to the professional employee.

Section 8. Professional employees released under the provision of this Article shall be given initial consideration on the substitute list if they choose to be so recorded.

Section 9. If necessary to provide for continuity of coverage for Blue Cross/Blue Shield or other available health plans, payments for July and August shall be deducted from the final pay check. To the extent permitted by law and the terms of the contract between the Town and the insurance carrier, a laid off employee may retain membership in the Group Blue Cross/Blue Shield Plan or other available health plans, up to eighteen months, provided the employee pays the full premium for such coverage.

Section 10. The Committee will furnish the Association a seniority list of professional employees within the certification and/or licenses described in Section 3 as of October 1st each year.

Section 11. Anyone with professional status at the time of layoff will retain professional status during the recall period. Such an individual may grieve the failure to be recalled in accordance with the provisions of this Article.

ARTICLE XXIV - SENIORITY

Any person covered by this Agreement who has not already been placed on seniority steps shall be time-barred from recovering monies that may have been owed prior to February 1, 1996, and any placement on seniority steps will take place on September 1 and February 1 of the school year following a persons fulfillment of required years whichever is nearest the teacher's anniversary date.

ARTICLE XXV - AMERICANS WITH DISABILITIES ACT

The Committee and the Association recognize their responsibilities under the Americans With Disabilities Act. Accordingly, the Association recognizes that it may be necessary for the Committee to make reasonable accommodations for an employee who has a disability within the meaning of the statute. Such accommodations may necessitate an assignment of different work duties to the disabled employee. The Association recognizes the obligations of the Committee in this regard and agrees that it shall not be a violation of this agreement for the Committee to make such accommodations.

ARTICLE XXVI - RETIREMENT

The Committee and the Association recognize their obligations under Chapter 306 of the Acts of 1996 relating to the processing of accidental disability retirement applications. All provisions of the new pension disability reform law shall take precedence over this collective bargaining agreement including but not limited to the procedures for early intervention, for periodic medical examinations, and for return to duty.

ARTICLE XXVII - EFFECT OF AGREEMENT

- (a) This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
- (b) The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining.
- (c) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to the future enforcement of all terms and conditions of this Agreement.

ARTICLE XXVIII – HEALTH AND SAFETY COMMITTEE

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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ARTICLE XXIX - DURATION

This Agreement shall commence on July 1, 2021 and continue in full force and effect until midnight, June 30, 2024 and from year to year thereafter unless either party on or before October 1st of the year prior to the expiration date of this Agreement, shall give notice in writing to the other party of a desire to terminate or modify this Agreement.

IN WITNESS WHEREOF, the Committee has caused this instrument to be duly executed and the Association acting on behalf of the persons covered by this Agreement has caused this instrument to be signed by its representatives hereunto duly authorized, the day and year first above written.

HANOVER SCHOOL COMMITTEE:



Leah Milier, Chairman

Date: June 9, 2021

HANOVER TEACHERS ASSOCIATION:


Ann M. Coates
For the Hanover Teachers Association

Date: June 9, 2021

APPENDIX A – TEACHER SALARY SCHEDULE

- (a) Upon attaining a higher degree or completing courses the teacher will be placed on the salary schedule in the appropriate column as of September 1 or February 1, whichever date follows more closely the submission of evidence of the higher degree or course completion to be received no later than August 15 (for September) and January 15 (for February). When a teacher moves from one column to another, he or she will be given all salary credit for the number of years in Hanover.
- (b) Professional employees will be reimbursed for tuition and registration costs for graduate level courses granting at least two (2) credits, up to a maximum reimbursement (tuition and fees) of one three-credit graduate course at Bridgewater State University (adjusted and pro-rated for 2 credit courses) provided such credits are earned in an approved area subject to the following conditions:
1. Professional employees will be eligible for reimbursement for one approved course per contractual year.
 2. In order for a graduate level course to be reimbursable, the course must be given the prior approval of the principal or the employee's supervisor.
 3. All course work must be taken at colleges and universities accredited by a regional or national accrediting association. Special courses may be taken at other accredited institutions (i.e: international colleges or universities) subject to prior approval of the Assistant Superintendent.
 4. No reimbursement shall be made until an official transcript of the course and semester hours earned is received from the institution by the HPS Business Manager. No reimbursement shall be made unless a Grade of B or 3.0 is obtained in said course. In those cases where institutions' grading system is on a pass-fail basis, a pass grade shall satisfy the requirement of this section.
 5. The total payments made by Hanover Public Schools pursuant to the provisions of this Article shall not exceed the sum of \$40,000 during any one contractual year.
 6. Of the \$40,000 total sum, \$20,000 shall be set aside to fund approved courses that are scheduled to begin between July 1 and December 31 (Session 1). Another \$20,000 shall be set aside to fund courses that are scheduled to begin between January 1 and May 31 (Session 2). Course reimbursement requests will be evaluated on a first-come, first-served basis upon the order of receipt by the HPS Business Office. Requests for Session 1 will be accepted beginning August 1. Requests for Session 2 will be accepted beginning on December 1. The foregoing language will remain in effect for the duration of this agreement, and effective

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6/30/2021 if the total requested sum exceeds \$40,000 in any one fiscal year, the total sum for the fiscal year immediately following shall increase by \$10,000 (\$5,000 for Session 1 and \$5,000 for Session 2).

7. The approved reimbursement amount shall be subtracted from the applicable reimbursement pool in the order requests are submitted. If no available funds remain in the applicable pool when a teacher submits a course for approval, the teacher shall be notified by the Business Manager that insufficient funds are available for reimbursement at that time.
 8. As of June 1 of each year, any remaining sum of money that has not been expended or encumbered from the two pools shall be placed in a Final Reimbursement Pool subject to mutual review by the Business Manager and a representative of the Association. Any teacher who had submitted a course for approval, but was denied approval for reimbursement due to insufficient available funds shall be reimbursed from the Final Reimbursement Pool in the order in which their course(s) were approved to the extent funds remain available.
 9. Upon recommendation of the building principal and with the approval of the Superintendent, the School Department will pay reasonable costs for professional development related to the nurse's position.
- (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. The selection shall be made by June 15 of the preceding school year.
- (d) The Committee shall reimburse all professional employees for fees incurred for re-licensing required as a condition of continued employment up to one-hundred dollars (\$100) per person per licensure cycle. In addition, the Committee shall reimburse Physical and Occupational Therapists certified by the Massachusetts Board of Health up to one-hundred dollars (\$100) every two years for the cost of such certification. The Committee shall also reimburse Speech and Language Therapists two hundred twenty-five dollars (\$225) per year to maintain the certificate of clinical competence through the American Speech-Language-Hearing Association and sixty-five dollars (\$65) every two years to maintain a certificate of clinical competence through the Massachusetts Board of Registration for Speech-Language and Audiology.
- (e) Any teacher who is employed in the Hanover Public Schools during 2014-2015, or who becomes employed by the Hanover Public Schools prior to

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July 1, 2016, and who earns the Sheltered English Immersion (SEI) Endorsement by July 1, 2016 while employed by the Hanover Public Schools shall receive three (3) increment credits that shall be utilized toward advancement on any and all lanes of the Teachers' Salary Schedule (Appendix A).

- (f) Beginning with new hires as of July 1, 2018, as they climb the steps from the date of hire, those with a bachelor's degree will be frozen at a maximum of Bachelor's or Bachelor's + 15, Step 5 until such time as they receive a master's degree. All those hired prior to July 1, 2018 remain grandfathered and may thus move beyond Step 5 on the Bachelor's and Bachelor's +15 column.
- (g) All employees who have provided documentation of an earned a Certificate of Advanced Graduate Study (CAGS) on or before July 1, 2019 will be automatically placed on new the M+60 Column beginning July 1, 2019. All others need to follow the instructions outlined in Appendix A - Teacher Salary Schedule Section (a) in order to apply for placement on the new column.
- (h) Effective with the 2023-2024 school year, employees on Supersteps 3 and 4 will receive a lump sum stipend of \$500, to be paid in December 2023.

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**HTA Contract
FY 2022 through FY 2024**

<u>BA</u> <u>Step*</u>	<u>2.25%</u> <u>2021-2022</u>	<u>2.75%</u> <u>2022-2023</u>	<u>1.5% Days 1-90</u> <u>2023-2024</u>	<u>Add 1.5% Day 91</u> <u>2023-2024</u>
1	59,039	60,663	61,573	62,497
2	60,810	62,482	63,419	64,370
3	62,633	64,355	65,320	66,300
4	64,513	66,287	67,281	68,290
5	66,447	68,274	69,298	70,337
6	68,440	70,322	71,377	72,448
7	70,496	72,435	73,522	74,625
8	72,609	74,606	75,725	76,861
9	74,788	76,845	77,998	79,168
10	77,032	79,150	80,337	81,542
11	79,342	81,524	82,747	83,988
12	81,723	83,970	85,230	86,508
13	84,174	86,489	87,786	89,103
S1	84,961	87,297	88,606	89,935
S2	86,529	88,909	90,243	91,597
S3	87,632	90,042	91,393	92,764
S4	88,888	91,332	92,702	94,093

<u>BA+15</u> <u>Step*</u>	<u>2.25%</u> <u>2021-2022</u>	<u>2.75%</u> <u>2022-2023</u>	<u>1.5% Days 1-90</u> <u>2023-2024</u>	<u>Add 1.5% Day 91</u> <u>2023-2024</u>
1	60,181	61,836	62,764	63,705
2	61,987	63,692	64,647	65,617
3	63,846	65,602	66,586	67,585
4	65,762	67,570	68,584	69,613
5	67,734	69,597	70,641	71,701
6	69,769	71,688	72,763	73,854
7	71,860	73,836	74,944	76,068
8	74,017	76,052	77,193	78,351
9	76,237	78,334	79,509	80,702
10	78,524	80,683	81,893	83,121
11	80,880	83,104	84,351	85,616
12	83,306	85,597	86,881	88,184
13	85,805	88,165	89,487	90,829
S1	86,589	88,970	90,305	91,660
S2	88,165	90,590	91,949	93,328
S3	89,264	91,719	93,095	94,491
S4	90,519	93,008	94,403	95,819

- S1 - Super Max Step for teachers with 16 years in the system.
- S2 - Super Max Step for teachers with 20 years in the system.
- S3 - Super Max Step for teachers with 25 years in the system.
- S4 - Super Max Step for teachers with 30 years in the system.

* It is understood that "step placement" under this schedule and prior schedules is not synonymous with years of "seniority."

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

<u>MA</u> <u>Step*</u>	<u>2.25%</u> <u>2021-2022</u>	<u>2.75%</u> <u>2022-2023</u>	<u>1.5% Days 1-90</u> <u>2023-2024</u>	<u>Add 1.5% Day 91</u> <u>2023-2024</u>
1	63,442	65,187	66,165	67,157
2	65,344	67,141	68,148	69,170
3	67,304	69,155	70,192	71,245
4	69,323	71,229	72,297	73,381
5	71,403	73,367	74,468	75,585
6	73,547	75,570	76,704	77,855
7	75,752	77,835	79,003	80,188
8	78,024	80,170	81,373	82,594
9	80,366	82,576	83,815	85,072
10	82,776	85,052	86,328	87,623
11	85,260	87,605	88,919	90,253
12	87,815	90,230	91,583	92,957
13	90,452	92,939	94,333	95,748
14	93,165	95,727	97,163	98,620
S1	93,953	96,537	97,985	99,455
S2	95,526	98,153	99,625	101,119
S3	96,622	99,279	100,768	102,280
S4	97,880	100,572	102,081	103,612

<u>MA+30</u> <u>Step*</u>	<u>2.25%</u> <u>2021-2022</u>	<u>2.75%</u> <u>2022-2023</u>	<u>1.5% Days 1-90</u> <u>2023-2024</u>	<u>Add 1.5% Day 91</u> <u>2023-2024</u>
1	67,137	68,983	70,018	71,068
2	69,152	71,054	72,120	73,202
3	71,228	73,187	74,285	75,399
4	73,364	75,382	76,513	77,661
5	75,565	77,643	78,808	79,990
6	77,833	79,973	81,173	82,391
7	80,165	82,370	83,606	84,860
8	82,572	84,843	86,116	87,408
9	85,047	87,386	88,697	90,027
10	87,600	90,009	91,359	92,729
11	90,227	92,708	94,099	95,510
12	92,933	95,489	96,921	98,375
13	95,722	98,354	99,829	101,326
14	98,595	101,306	102,826	104,368
15	101,552	104,345	105,910	107,499
16	104,599	107,475	109,087	110,723
S1	105,385	108,283	109,907	111,556
S2	106,955	109,896	111,544	113,217
S3	108,056	111,028	112,693	114,383
S4	109,312	112,318	114,003	115,713

S1 - Super Max Step for teachers with 16 years in the system.

S2 - Super Max Step for teachers with 20 years in the system.

S3 - Super Max Step for teachers with 25 years in the system.

S4 - Super Max Step for teachers with 30 years in the system.

* It is understood that "step placement" under this schedule and prior schedules is not synonymous with years of "seniority."

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

<u>MA+45</u>	<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days 1-90</u>	<u>Add 1.5% Day 91</u>
<u>Step*</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>
1	68,448	70,330	71,385	72,456
2	70,503	72,442	73,529	74,632
3	72,618	74,615	75,734	76,870
4	74,795	76,852	78,005	79,175
5	77,039	79,158	80,345	81,550
6	79,351	81,533	82,756	83,997
7	81,731	83,979	85,239	86,518
8	84,183	86,498	87,795	89,112
9	86,708	89,092	90,428	91,784
10	89,309	91,765	93,141	94,538
11	91,988	94,518	95,936	97,375
12	94,750	97,356	98,816	100,298
13	97,590	100,274	101,778	103,305
14	100,519	103,283	104,832	106,404
15	103,535	106,382	107,978	109,598
16	106,640	109,573	111,217	112,885
S1	107,430	110,384	112,040	113,721
S2	109,001	111,999	113,679	115,384
S3	110,099	113,127	114,824	116,546
S4	111,358	114,420	116,136	117,878

<u>MA+60</u>	<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days 1-90</u>	<u>Add 1.5% Day 91</u>
<u>CAGS</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>
<u>Step*</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>
1	69,105	71,005	72,070	73,151
2	71,178	73,135	74,232	75,345
3	73,312	75,328	76,458	77,605
4	75,512	77,589	78,753	79,934
5	77,779	79,918	81,117	82,334
6	80,112	82,315	83,550	84,803
7	82,516	84,785	86,057	87,348
8	84,990	87,327	88,637	89,967
9	87,540	89,947	91,296	92,665
10	90,165	92,645	94,035	95,446
11	92,871	95,425	96,856	98,309
12	95,659	98,290	99,764	101,260
13	98,526	101,235	102,754	104,295
14	101,483	104,274	105,838	107,426
15	104,528	107,403	109,014	110,649
16	107,663	110,624	112,283	113,967
S1	108,449	111,431	113,102	114,799
S2	110,021	113,047	114,743	116,464
S3	111,121	114,177	115,890	117,628
S4	112,379	115,469	117,201	118,959

S1 - Super Max Step for teachers with 16 years in the system.

S2 - Super Max Step for teachers with 20 years in the system.

S3 - Super Max Step for teachers with 25 years in the system.

S4 - Super Max Step for teachers with 30 years in the system.

* It is understood that "step placement" under this schedule and prior schedules is not synonymous with years of "seniority." 35

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

<u>Doctorate</u>	<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days 1-90</u>	<u>Add 1.5% Day 91</u>
<u>Step*</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>
1	69,762	71,680	72,755	73,846
2	71,854	73,830	74,937	76,061
3	74,008	76,043	77,184	78,342
4	76,228	78,324	79,499	80,691
5	78,518	80,677	81,887	83,115
6	80,873	83,097	84,343	85,608
7	83,299	85,590	86,874	88,177
8	85,797	88,156	89,478	90,820
9	88,372	90,802	92,164	93,546
10	91,022	93,525	94,928	96,352
11	93,752	96,330	97,775	99,242
12	96,567	99,223	100,711	102,222
13	99,463	102,198	103,731	105,287
14	102,448	105,265	106,844	108,447
15	105,520	108,422	110,048	111,699
16	108,687	111,676	113,351	115,051
S1	109,469	112,479	114,166	115,878
S2	111,041	114,095	115,806	117,543
S3	112,144	115,228	116,956	118,710
S4	113,399	116,517	118,265	120,039

- S1 - Super Max Step for teachers with 16 years in the system.
- S2 - Super Max Step for teachers with 20 years in the system.
- S3 - Super Max Step for teachers with 25 years in the system.
- S4 - Super Max Step for teachers with 30 years in the system.

* It is understood that "step placement" under this schedule and prior schedules is not synonymous with years of "seniority."

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

APPENDIX B-1 – EXTRACURRICULAR ACTIVITIES

(applicable to all professional employees)

Each coaching and extracurricular position is based on the annual salary increase in the collective bargaining unit. Placement of new positions on the salary scale is within the discretion of the Committee. It is agreed that on-staff Unit A members will be given preference over all other individuals in filling the positions covered under Appendix B unless there is a substantial difference in qualifications of the individual applicants for the position as determined by the superintendent. The Hanover Public Schools encourages the formation of new clubs and activities at all levels. At the approval of the principal and the superintendent, a new club or activity may be assigned an advisor at the trial stipend of \$500 per year for the first two years of existence. Should the club prove successful after two years, the HTA will have the opportunity to negotiate the best placement in Appendix B for subsequent years. Any unit member selected to prepare and provide professional development for other staff members shall be compensated for said efforts at the current amount outlined in Appendix B Section A19 under curriculum writing. Unit members selected to prepare and provide professional development will be compensated at 1.5 times the length of the workshop.

	<u>2.25%</u>	<u>2.75%</u>	<u>1.5%</u>	<u>Add 1.5%</u>
			<u>Days 1-90</u>	<u>Day 91</u>
	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2023-2024</u>

A1	Junior Varsity Baseball				
	Junior Varsity Field Hockey				
	Freshman Field Hockey				
	Junior Varsity Softball				
	Junior Varsity Soccer				
	Freshman Soccer				
	Assistant Track				
	Fall Cheerleading				
	Winter Cheerleading				
	Junior Varsity Volleyball				
	Freshman Volleyball				
	Junior Varsity Lacrosse				
	Freshman Lacrosse				
	Dance Team				
	Step 1	3,797	3,901	3,960	4,019
	Step 2	4,049	4,160	4,222	4,285
	Step 3	4,305	4,423	4,489	4,556

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

		<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days</u>	<u>Add 1.5%</u>
		<u>2021-2022</u>	<u>2022-2023</u>	<u>1-90</u>	<u>Day 91</u>
				<u>2023-2024</u>	<u>2023-2024</u>
A2	Freshman Basketball				
	Freshman Football (2)				
	Head Golf				
	Head Gymnastics				
	Head Tennis (2)				
	Head Cross Country				
	Head Alpine Skiing				
	Head Swimming				
	Head Rugby				
	Step 1	4,049	4,160	4,222	4,285
	Step 2	4,556	4,681	4,751	4,822
	Step 3	5,060	5,199	5,277	5,356
A3	Junior Varsity Basketball				
	Junior Varsity Football				
	First Assistant Football				
	Junior Varsity Hockey				
	Step 1	5,614	5,768	5,855	5,943
	Step 2	5,820	5,980	6,070	6,161
	Step 3	6,329	6,503	6,601	6,700
A4	Head Baseball				
	Head Field Hockey				
	Head Lacrosse				
	Head Softball				
	Head Soccer				
	Head Outdoor Track				
	Head Volleyball				
	Head Indoor Track and Field				
	Head Wrestling				
	Step 1	5,573	5,726	5,812	5,899
	Step 2	6,123	6,291	6,385	6,481
	Step 3	6,582	6,763	6,864	6,967
A5	Head Basketball				
	Head Hockey				
	Step 1	7,847	8,063	8,184	8,307
	Step 2	8,355	8,585	8,714	8,845
	Step 3	8,969	9,216	9,354	9,494

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

		<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days</u>	<u>Add 1.5%</u>	
		<u>2021-2022</u>	<u>2022-2023</u>	<u>1-90</u>	<u>Day 91</u>	
				<u>2023-2024</u>	<u>2023-2024</u>	
A6	Head Football	Step 1	9,113	9,364	9,504	9,647
		Step 2	10,124	10,402	10,558	10,716
		Step 3	11,149	11,456	11,628	11,802
A7	Athletic Director	Step 1	14,178	14,568	14,787	15,009
		Step 2	14,431	14,828	15,050	15,276
		Step 3	14,682	15,086	15,312	15,542
A8	Freshman Class Advisor					
	Sophomore Class Advisor					
	SADD Advisor					
	HS Video Yearbook					
	Tomorrow's Teachers Advisor					
	Art Club Advisor					
	Diversity Club					
	Fashion Club					
	Chess Club					
	Green Team					
	Interact/Rotary Club					
	Literary Magazine					
	Life Savers					
	Friendship Connection					
	Aviation Club					
	Unified Sports					
	Be Better Movement					
Credit for Life						
	Step 1	1,520	1,562	1,585	1,609	
	Step 2	1,770	1,819	1,846	1,874	
	Step 3	2,090	2,147	2,179	2,212	
A8a	Junior Class Advisor	Step 1	2,679	2,753	2,794	2,836
		Step 2	2,932	3,013	3,058	3,104
		Step 3	3,250	3,339	3,389	3,440
	Senior Class Advisor					

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

		<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days</u>	<u>Add 1.5%</u>
		<u>2021-2022</u>	<u>2022-2023</u>	<u>1-90</u>	<u>Day 91</u>
				<u>2023-2024</u>	<u>2023-2024</u>
A9	Choral Director Debate Club Drama Club Advisor Math Team National Honor Society Student Council Robotics Advisor				
	Step 1	2,531	2,601	2,640	2,680
	Step 2	2,785	2,862	2,905	2,949
	Step 3	3,036	3,119	3,166	3,213
A9a	Musical Productions Director Musical Director (Conductor) Choral Musical Director Stage Manager Choreographer Costume Designer Pit Orchestra (ea.)	2,319	2,383	2,419	2,455
		1,739	1,787	1,814	1,841
		1,161	1,193	1,211	1,229
		581	597	606	615
		581	597	606	615
		581	597	606	615
		175	180	183	186
A10	Newspaper				
	Step 1	4,049	4,160	4,222	4,285
	Step 2	4,556	4,681	4,751	4,822
	Step 3	5,060	5,199	5,277	5,356
A10a	Band Director				
	Step 1	5,209	5,352	5,432	5,513
	Step 2	5,717	5,874	5,962	6,051
	Step 3	6,220	6,391	6,487	6,584
A12	Science Fair Advisor	1,739	1,787	1,814	1,841
A13	Science Fair Teachers	807	829	841	854
A14	Yearbook (2)				
	Step 1	4,207	4,323	4,388	4,454
	Step 2	5,219	5,363	5,443	5,525
	Step 3	5,377	5,525	5,608	5,692
A15	Middle School Student Council Middle School Jazz Band				
		1,257	1,292	1,311	1,331
A16	Middle School Student Yearbook Middle School Math Olympiad Middle School NJHS Middle School Newspaper				
		785	807	819	831

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

		<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days</u>	<u>Add 1.5%</u>
		<u>2021-2022</u>	<u>2022-2023</u>	<u>1-90</u>	<u>Day 91</u>
				<u>2023-2024</u>	<u>2023-2024</u>
A17	Middle School Sports (All)				
	Step 1	2,531	2,601	2,640	2,680
	Step 2	2,785	2,862	2,905	2,949
	Step 3	3,036	3,119	3,166	3,213
A19	Curriculum Writing (Hourly)	48.58	49.92	50.67	51.43
A20	Content Area Leadership				
	HS Curriculum Liaisons	2,319	2,383	2,419	2,455
	MS Curriculum Liaisons	2,319	2,383	2,419	2,455
	MS Team Liaisons	870	894	907	921
	HS Director of Guidance	5,799	5,958	6,047	6,138
	Director Clinical Services	5,799	5,958	6,047	6,138
A21	High School Jazz Band				
	Director				
	Middle School Performance				
	Troupe				
	Middle School Instrumental				
	Troupe				
	Step 1	1,453	1,493	1,515	1,538
	Step 2	1,707	1,754	1,780	1,807
	Step 3	1,959	2,013	2,043	2,074
A22	Elementary Student Council (2)	500	514	522	530
A23	Mentors				
	System-wide Coordinator	1,095	1,125	1,142	1,159
	Building Coordinator	547	562	570	579
	Mentor	1,060	1,089	1,105	1,122
A24	Assistant Coach				
	(Teams without subvaristy and				
	have more than 15 members)				
	Wrestling				
	Swimming				
	Girls Hockey				
	Step 1	2,746	2,822	2,864	2,907
	Step 2	2,998	3,080	3,126	3,173
	Step 3	3,291	3,382	3,433	3,484

**Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee**

		<u>2.25%</u>	<u>2.75%</u>	<u>1.5% Days</u>	<u>Add 1.5%</u>
		<u>2021-2022</u>	<u>2022-2023</u>	<u>1-90</u>	<u>Day 91</u>
				<u>2023-2024</u>	<u>2023-2024</u>
A25	Assistant to Head Coach (Teams w/ subvarsity Softball Baseball Soccer Lacrosse Boys Hockey				
	Step 1	1,277	1,312	1,332	1,352
	Step 2	1,363	1,400	1,421	1,442
	Step 3	1,449	1,489	1,511	1,534
A26	Strength and Conditioning Coach				
	Fall	2,208	2,269	2,303	2,338
	Winter	2,208	2,269	2,303	2,338
	Spring	2,208	2,269	2,303	2,338

***Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee***

APPENDIX B-2 – Extended School Year

Occupational Therapist	\$40/Hour
Physical Therapist	\$40/Hour
Special Education Teacher	\$40/Hour
	\$3,000/Six
Coordinator	Weeks
Paraprofessional	\$20/Hour
ABA and/or Academic Tutor	\$20/Hour
Speech Language Pathologist	\$40/Hour
Speech Language Pathologist	\$40/Hour
Asst.	\$30/Hour
BCBA Consultation	\$40/Hour
Psychological Evaluation	\$1,200/Eval

APPENDIX C – EVALUATION INSTRUMENT AND PROCEDURE

HANOVER PUBLIC SCHOOLS: Educator Evaluation System

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- (2) Definitions
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***Collective Bargaining Agreement between the Hanover Teachers Association
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- (22) Rating Impact on Student Learning Growth
- (23) Using Student feedback in Educator Evaluation
- (24) Using Staff feedback in Educator Evaluation
- (25) Transition from Existing Evaluation System
- (26) General Provisions

***Collective Bargaining Agreement between the Hanover Teachers Association
and the Hanover School Committee***

1) Purpose of Educator Evaluation

- A) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq.; and the Model System for Educator Evaluation developed and which may be updated from time to time by the Department of Elementary and Secondary Education. See 603 CMR 35.02 (definition of model system). In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.
- B) The regulatory purposes of evaluation are:
 - i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii) To provide a record of facts and assessments for personnel decisions, 35.01(2)(b);
 - iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels, 35.01(3); and
 - iv) To assure effective teaching and administrative leadership, 35.01(3).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

- A) ***Artifacts of Professional Practice:** Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

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- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration but not less than ten (10) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).
- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
 - i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment. An educator with PTS shall be considered in a new assignment when teaching under a different license that she/he has not taught under during her employment in the district.

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- ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.
 - iv) **Improvement Plan** shall mean a plan developed by the Evaluator of at least 60 calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.
- H) ***ESE:** The Massachusetts Department of Elementary and Secondary Education.
- I) ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").
- J) ***Evaluator:** Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.
- i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.
 - ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative assessments, evaluating the Educator's progress

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toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building:**

Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification:** The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

K) **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

L) ***Experienced Educator:** An educator with Professional Teacher Status (PTS).

M) ***Family:** Includes students' parents, legal guardians, foster parents, or primary caregivers.

N) ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

O) ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan,

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performance on Standards and Indicators of Effective Teaching Practice, or both.

- P) ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the same role.
- Q) ***Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R) **Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S) ***Observation:** A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration but not less than ten (10) minutes by the Evaluator and may include examination of artifacts of practice including student work. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.
- T) **Parties:** The Hanover Teachers Association and the Hanover School Committee are parties to this agreement.
- U) ***Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:

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- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall. Proficient practice is understood to be fully satisfactory.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.
- V) ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.
- W) ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X) **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement.

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- Y) **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i) Standard 1: Curriculum, Planning and Assessment
 - ii) Standard 2: Teaching All Students
 - iii) Standard 3: Family and Community Engagement
 - iv) Standard 4: Professional Culture
 - v) Attainment of Professional Practice Goal(s)
 - vi) Attainment of Student Learning Goal(s)
- Z) ***Rubric:** A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:
- i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03
 - ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03
 - iii) Elements: Defines the individual components under each indicator
 - iv) Descriptors: Describes practice at four levels of performance for each element
- AA) ***Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. Growth scores from state or federally mandated tests shall not be the primary basis for a summative evaluation.

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- BB) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- CC) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- DD) ***Trends in student learning:** At least three years of data from the district-determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low, provided that two years of such data may be considered in the event three years of data are not yet available.

3) Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A) Multiple measures of student learning, growth, and achievement, which shall include:
 - i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects. One such measure shall be the MCAS Student Growth Percentile (SGP) or Massachusetts English Proficiency Assessment gain scores, if applicable, in which case at least

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three years of data is required, provided that two years of such data may be considered in the event three years of data are not yet available.

- iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The district determined measures should be based on the Educator's role and responsibility.
- B) Judgments based on observations and artifacts of practice including:
- i) Unannounced observations of practice of any duration but not less than ten (10) minutes.
 - ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.
 - iii) Examination of Educator work products.
 - iv) Examination of student work samples.

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- C) Evidence relevant to one or more Performance Standards, including but not limited to:
 - i) Evidence compiled and presented by the Educator, including:
 - (a) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 - (b) Evidence of active outreach to and engagement with families;
 - ii) Evidence of progress towards professional practice goal(s);
 - iii) Evidence of progress toward student learning outcomes goal(s);
 - iv) Student and Staff Feedback (The parties agree to bargain over this matter after guidance is issued); and
 - v) Any other relevant evidence from any source that the Evaluator shares with the Educator or that the Educator shares with the Evaluator.

4) Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The parties agree that the rubrics attached to this agreement shall be used.

5) Evaluation Cycle: Training

- A) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an

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explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

- B) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) Evaluation Cycle: Annual Orientation

- A) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - i) Provide an overview of the evaluation process, including goal setting and the educator plans.
 - ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
 - iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year.

7) Evaluation Cycle: Self-Assessment

- A) Completing the Self-Assessment
 - i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

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- ii) The self-assessment includes:
 - (a) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
 - (b) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
 - (c) Proposed goals to pursue:
 - (1st) At least one goal directly related to improving the Educator's own professional practice.
 - (2nd) At least one goal directed related to improving student learning.

B) Proposing the goals

- i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings. Prior to the goal setting process, school and/or district leaders will provide Educators with any relevant and available assessment data and copies of the school and/or district goals.
- ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities.
- iii) Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals

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pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

- iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) Evaluation Cycle: Goal Setting and Development of the Educator Plan

- A) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.
- B) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The parties agree to bargain the process for using measures to arrive at an Educator's rating of impact on student learning, growth, and achievement after guidance has been issued by ESE.
- C) Educator Plan Development Meetings shall be conducted as follows:

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- i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school.
 - iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.
 - D) The Evaluator approves the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.
- 9) Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**
- A) In the first year of practice or first year assigned to a school:
 - i) The Educator shall have at least one announced observation during the school year using the protocol described in section 11B, below.
 - ii) The Educator shall have at least four unannounced observations during the school year.
 - B) In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - i) The Educator shall have at least three unannounced observations during the school year.

**10) Evaluation Cycle: Observation of Practice and Examination of Artifacts
– Educators with PTS**

- A) The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- B) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- C) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than two announced and three unannounced observations.

11) Observations

The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th. The Evaluator may conduct additional observations after this date.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

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A) Unannounced Observations

- i) Unannounced observations may be in the form of partial or full-period classroom visitations, but not less than ten (10) minutes in duration.
- ii) The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation. The written feedback shall be delivered to the Educator in person, by email, placed in the Educator's mailbox or mailed to the Educator's home.
- iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 30 school days.

B) Announced Observations

- i) All non-PTS Educators in their first year in the school, PTS Educators on Improvement Plans and other educators at the discretion of the evaluator shall have at least one Announced Observation.
 - (a) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
 - (b) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance. There will be no unannounced observations between the pre-observation meeting and post-observation meeting.

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- (1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.
 - (2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
- (c) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
- (d) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - (1st) Describe the basis for the Evaluator's judgment.
 - (2nd) Describe actions the Educator should take to improve his/her performance.
 - (3rd) Identify support and/or resources the Educator may use in his/her improvement.

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- (4th) State that the Educator is responsible for addressing the need for improvement.

12) Evaluation Cycle: Formative Assessment

- A) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- B) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- C) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- D) No less than two weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

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- F) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- G) The Educator may reply in writing to the Formative Assessment report within five (5) school days of receiving the report.
- H) The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report. The signature does not indicate agreement or disagreement with its contents.
- I) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- J) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- A) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- B) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

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- C) No less than two (2) weeks before the due date for the Formative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- D) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face, by email or to the Educator's school mailbox or home.
- E) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.
- F) The Educator may reply in writing to the Formative Evaluation report within 5 school days of receiving the report.
- G) The Educator shall sign the Formative Evaluation report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- H) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- I) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14) Evaluation Cycle: Summative Evaluation

- A) The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by May 15th.

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- B) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- C) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.
- D) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.
- E) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the primary basis for a summative evaluation rating.
- F) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.
- G) No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- H) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- I) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator face-to-face, by email or to the Educator's school mailbox or home no later than May 15th.

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- J) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.
- K) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 10th.
- L) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- M) The Educator shall sign the final Summative Evaluation report by June 15th. The signature indicates that the Educator received the Summative Evaluation report. The signature does not indicate agreement or disagreement with its contents.
- N) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.
- O) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) Educator Plans – General

- A) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- B) The Educator Plan shall include, but is not limited to:
 - i) At least one goal related to improvement of practice tied to one or more Performance Standards;
 - ii) At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress.

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Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.

- C) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) Educator Plans: Developing Educator Plan

- A) The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- B) The Educator shall be evaluated at least annually.

17) Educator Plans: Self-Directed Growth Plan

- A) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- B) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) Educator Plans: Directed Growth Plan

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- A) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- B) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- C) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.
- D) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- E) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) Educator Plans: Improvement Plan

- A) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- B) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than sixty (60) calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.
- C) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- D) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

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- E) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- F) The Improvement Plan process shall include:
 - i) No less than five (5) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - ii) When providing notice to the Educator that he/she is being placed on an Improvement Plan, the Evaluator will provide the Educator with a copy of this section (Section 19) of the document. The Educator may request that a representative of the Association attend the meeting(s). Upon the Educator's request, a representative of the Association shall attend the meeting to discuss the Improvement Plan.
 - iii) The Association will be informed that an Educator has been placed on an Improvement Plan.
- G) The Improvement Plan shall:
 - i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - ii) Describe the activities and work products the Educator must complete as a means of improving performance;
 - iii) Describe the assistance that the district will make available to the Educator;
 - iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

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- v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator; and,
 - vii) Include the signatures of the Educator and Supervising Evaluator.
- H) A copy of the signed Plan along with a copy of Section 19 of this document shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan. The signature does not indicate agreement or disagreement with its contents.
- I) Decision on the Educator's status at the conclusion of the Improvement Plan.
- i) All determinations below must be made no later than June
 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - (a) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - (b) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - (c) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall

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recommend to the superintendent that
the Educator be dismissed.

If the Evaluator determines that the Educator's practice remains at the level of
unsatisfactory, the Evaluator shall recommend to the superintendent that the
Educator be dismissed.

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20. 9/23/14 Addendum Document Attached at end of Appendix C

PTS Educators in year 1 of a two-year plan	
<i>Completed by:</i>	
Administrator meets with Evaluators and Educators to explain the process	9/22
Evaluator and Educators meet and discuss self-assessment and goals	10/1
Evaluator meets with Educators to establish Educator plans	10/15
Educator plans submitted	11/1
Evaluator may make observations	11/2 – 6/10
Educator continues to collect evidence	11/2 – 6/10
Formative Assessment meeting completed (evidence discussed)	6/10
Formative Assessment report is distributed to Educator	6/15
PTS Educators in year 1 of a two-year plan: Minimum number of unannounced observations in any year is 1	

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PTS Educators in year 2 of a two-year plan	
<i>Completed by:</i>	
Administrator meets with Evaluators and Educators to explain the process	9/22
Evaluator and Educators meet and discuss self-assessment and goals	10/1
Evaluator meets with Educators to establish Educator plans	10/15
Educator plans submitted	11/1
Evaluator completes first observation	11/15
Educator submits evidence	4/20
Summative Assessment meeting completed (evidence discussed)	5/25 – 6/5
Summative Assessment follow-up conference completed, if necessary	6/1 – 6/10
Evaluator completes and Educator signs Summative Evaluation report	6/15
PTS Educators in year 2 of a two-year plan: Minimum number of unannounced observations in any year is 1	

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Non-PTS Educators in a one-year plan	
	<i>Completed by:</i>
Administrator meets with Evaluators and Educators to explain the process	9/22
Evaluator and Educators meet and discuss self-assessment and goals	10/1
Evaluator meets with Educators to establish Educator plans	10/15
Educator plans submitted	11/1
Evaluator completes first observation	11/15
Formative Assessment meeting completed (evidence discussed)	2/1
Formative Assessment report is distributed to Educator	2/15
Educator submits evidence/artifacts	4/20
Summative Assessment meeting completed (evidence discussed)	4/15 – 5/1
Summative Assessment follow-up conference completed, if necessary	6/1 – 6/10
Evaluator completes and Educator signs Summative Evaluation report	6/15
<p>Non-PTS Educators in a one-year plan: Minimum number of announced observations in any year is 1 Minimum number of unannounced observations in 1st year is 4 Minimum number of unannounced observations in 2nd year is 3 Minimum number of unannounced observations in 3rd year is 3</p>	

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, may be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

Following receipt of guidance from ESE, the parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement.

23. Using Student feedback in Educator Evaluation

Following receipt of guidance from ESE, the parties will negotiate over the process for using student feedback in Educator Evaluation.

24. Using Staff feedback in Educator Evaluation

Following receipt of guidance from ESE, the parties will negotiate over using staff feedback in Administrator Evaluation.

25. Transition from Existing Evaluation System

Beginning with the 2013-2014 school year, all Educators will be evaluated in accordance with the procedures set forth herein. All

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Educators without PTS and, at the discretion of the Evaluator, Educators with PTS in new assignments will be placed on developing educator plans. Unless an Educator's level of competence was rated unacceptable during the 2012-2013 school year, all other Educators will be placed on self-directed growth plan of one or two years, according to the following:

- a) Each Educator previously scheduled for the "reflective" or "observation" year will participate in a one-year directed growth plan.
- b) Each Educator previously scheduled for the "evaluation," "independent project," or "collaboration" year will participate in a two-year directed growth plan.

26. General Provisions

- A) Only Educators who are licensed may serve as primary evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent.

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- E) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.
- F) Violations of this article are subject to the grievance and arbitration procedures.

APPENDIX D

**TEACHERS' SICK LEAVE BANK
NEW EMPLOYEES NON-PARTICIPATION FORM**

Date: _____

To: _____

From: [School Business Manager]

Pursuant to Article XVI Leave Policy of the collective bargaining agreement between the Hanover Teachers Association and the Hanover School Committee, members of the Sick Leave Bank ("Bank") may draw on sick days from the Bank if they have exhausted their own sick leave, contingent on application to and approval from the Sick Leave Bank Committee.

Membership in the Bank is voluntary. All bargaining unit members have the opportunity not to join the Bank.

If you wish not to join the Sick Leave Bank, you must sign and submit this form to the Superintendent's Office no later than thirty (30) school days following the first day of employment (i.e., for the 2009-2010 school year, generally by October 15, 2009.) If you submit this Non-Participation Form, you will not be permitted to join the Bank at any later time.

In the alternative, if you wish to become a member of the Bank, simply do not submit any form to the Superintendent's Office. Unless this Non-Participation Form is received by the date designated above, you will automatically become a member of the Bank. As a new member of the Bank, one of your personal sick days from this year will be donated for deposit into the Bank. In addition, whenever the total days in the Bank fall below 600, you will be required to donate one additional day in order to retain your membership in the Bank.

_____ **I DO NOT wish** to donate one of my sick days for deposit into the Teachers' Sick Leave Bank. I understand in choosing not to make a deposit, I am declining my only opportunity to become a member of the Bank and I will not be permitted to join at a later time.

Date: _____ School: _____

Name Printed

Signature

RETURN THIS FORM TO PAYROLL AT THE SUPERINTENDENT'S OFFICE

cc: personnel file

Mentors

It is agreed that issues regarding Mentors will be discussed by the parties in a committee to be appointed by the President of the Association and an equal number of representatives appointed by the School Committee or its designee.