

MEMORANDUM OF AGREEMENT
BETWEEN THE
HAVERHILL PUBLIC SCHOOLS SUPERVISORY
AND ADMINISTRATIVE GROUP
AND THE
HAVERHILL SCHOOL COMMITTEE

Having bargained collectively pursuant to Chapter 150E of the General Laws, the Haverhill School Committee (“the School Committee”) and the Haverhill Public Schools Supervisory and Administrative Group (“the Group”) hereby agree to extend their July 1, 2020 – June 30, 2023 Collective Bargaining Agreement for the further one (1) year period from July 1, 2023 – June 30, 2024 and three (3) year period from July 1, 2024 – June 30, 2027 with the modifications that are set forth below:

1. Term of Contract (Article XX, p. 26)

The new Contract shall cover the one (1) year period from July 1, 2023 – June 30, 2024 and the three (3) year period from July 1, 2024 to June 30, 2027. All applicable date changes shall be made in the appropriate places in the new Contract including Article XX (Duration).

2. Carryover Provision

Except as modified by this Memorandum of Agreement, and except as modified by any previously agreed upon Interim Agreements which explicitly provided for the modification of the Contract, all of the terms and provisions of the July 1, 2020 – June 30, 2023 Contract shall be carried forward into the new Contract.

3. Salary and Classification Schedules (Article VII, p. 7, Article XXI, p. 26 and Appendix C, p. 29)

A. Across-the-board increases to the Salary Schedule that is set forth in Appendix C shall be implemented as of the following dates:

- | | | |
|----|-----------------------------|-----------------------|
| 1. | Retroactive to July 1, 2023 | Four Percent (4.00%) |
| 2. | July 1, 2024 | Three Percent (3.00%) |
| 3. | July 1, 2025 | Three Percent (3.00%) |
| 4. | July 1, 2026 | Two Percent (2.00%) |

- B. Before the application of the July 1, 2025 three percent (3.00%) increase, a new Step 9 shall be added to the Salary Schedule in an amount that is two thousand dollars (\$2,000.00) above Step 8. Administrators who are on Step 8 during the 2024 – 2025 school year shall be placed on the new Step 9 as of July 1, 2025.
- C. Before the application of the July 1, 2026 two percent (2.00%) increase, a new Step 10 shall be added to the Salary Schedule in an amount that is two thousand dollars (\$2,000.00) above Step 9. Administrators who are on Step 9 during the 2025 – 2026 school year shall be placed on the new Step 10 as of July 1, 2026.
- D. Amend Article VII, Section G to read as follows:

~~Through June 30, 2019, all Administrators shall continue to be paid on a bi-weekly basis in twenty-six (26) equal installments. Effective as of July 1, 2019,~~ 12 Month Administrators shall ~~continue to~~ be paid on a bi-weekly basis in twenty-six (26) equal installments and 11 Month Administrators shall be paid on a bi-weekly basis in twenty-four (24) equal installments starting with the first pay period in August. **11 Month Administrators shall have the option of a twenty-six (26) pay period schedule. The twenty-six (26) pay period schedule will begin on the first pay period in August and continue bi-weekly throughout the year with a lump sum balance payment on the final payroll in June. 11 Month Administrators must make an election no later than July 15th of each year and Administrators who do not make an election of a particular pay period schedule shall be placed on the twenty-four (24) pay period schedule. Medical and dental insurance deductions shall continue to be paid on a twenty (20) week schedule.**

4. Work Year and Day (Article IX, p. 11)

Sections A and B shall be amended to read as follows:

- A. All Eleven Month Administrators shall work ~~no more than~~ 207 days, beginning no later than fifteen (15) work days before the opening of school and ten (10) days after the end of the school year. Administrators may also arrange their work year to work on days other than those specified

above with the express permission from their Principal or immediate Supervisor.

- B. All twelve (12) month administrators shall work ~~no more than~~ 227 days and are entitled to twenty-six (26) vacation days per year. Administrators hired after July 1, 2005 shall have their vacation time pro-rated from the date of hire. Twelve month administrators not completing a full work year, including Administrators who are separated from employment before the completion of their work year for any reason, shall receive a pro-rated allotment of vacation days based on the time worked. All Twelve Month Administrators shall use their vacation time during periods when school is not in session, unless mutually agreed upon with the Superintendent.

5. Parental Leave (Article XI, Section D, p. 15)

Section D shall be amended to read as follows:

Pursuant to Massachusetts General Laws Chapter 149, Section 105D, a full-time employee who has completed three (3) months of service in the Haverhill Public Schools shall be entitled to eight weeks of unpaid parental leave for:

(i) the purpose of giving birth or

(ii) the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two employees of the same employer shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. Based on operational needs as determined by the Superintendent, the Superintendent may in his/her sole discretion waive the 8-week limitation in the aggregate when both parents are employed by the District.

The employee shall give at least two weeks' notice to the Director of Human Resources and/or his/her designee of the anticipated date of departure and the employee's intention to return to work or the employee shall provide notice as soon as is practicable if the delay is for reasons beyond the employee's control.

- a. An employee intending to take a leave of absence and who wishes to be eligible for parental leave shall notify the Director of Human Resources and/or his/her designee of the approximate date of leave commencement and whether or not the employee anticipates taking a child rearing leave at least four (4) weeks prior to the anticipated commencement of the leave. Employees are urged to give earlier notification thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction.
- b. The pregnant employee may continue in their assigned position as long as their physical condition and ability to perform their assigned duties allow. The Director of Human Resources and/or his/her designee may require medical evidence of the employee's ability to continue to work in the same manner that it may require when questioning the health of an employee in a non-maternity related situation.
- c. During disability periods due to pregnancy or childbirth an employee, upon a timely request for sick leave, is eligible to use sick leave. An employee who is eligible for parental leave but has not given birth to the child, shall be eligible to use up to ten (10) of his/her accrued sick leave days to cover his/her absences from work for parental leave immediately following the birth/adoption of the employee's child. Such days must be consecutive work days during the 8-week parental leave period and must start with the date of birth/adoption of the child.
- d. Upon completion of parental leave, the employee shall be restored to the position the employee held when the parental leave commenced or a substantially equivalent position.

Child Rearing Leave - Timely with the birth or adoption of a child or upon completion of a parental leave, an employee shall be entitled to a child rearing leave of up to two (2) years unpaid, provided the employee gives written notice at least eight (8) weeks in advance of the leave or adoption. Only one (1) parent shall be eligible for such leave from the Haverhill Public Schools for the birth or adoption of a child.

- a. An employee on child rearing leave shall return to work at the beginning of the school year or after the December recess in January. However, when the Superintendent and/or his/her designee determines at their sole

discretion, that it is in the students' best interests or the best interests of the District, the Superintendent and/or his/her designee and the employee may agree in writing to different date for the employee to return to work.

- b. The anticipated return date shall be included in the application for such leave. Prior to February 1 of each year the Association shall, if requested by the Superintendent, aid in determining whether an employee is going to return the following year to the Haverhill Public Schools. Employees on a child rearing leave must notify the Director of Human Resources and/or his/her designee of their intent to return no later than February 15 of the year preceding the school year of return. The employee's failure to notify the Director of Human Resources and/or his/her designee of their intent to return on or before February 15th can result in forfeiture of the employee's position.
- c. Leave taken pursuant to this Article must be consecutive and unpaid and the return to employment shall constitute a termination of child rearing leave.
- d. In determining the placement on the salary schedule of an employee who returns from a child rearing leave of absence, credit for full year of employment will be given on the schedule for the school year during which the leave began provided the employee completed at least ninety-two (92) school days of employment during said school year; otherwise, the employee shall return to the step on the salary schedule which the employee held prior to the commencement of such leave.

Upon return from any leave under this Article, the employee shall be restored as soon as practicable to the position the employee held when the leave began, or to a substantially equivalent position. Provided, however, nothing contained herein shall prevent the Haverhill Public Schools from laying off an employee pursuant to this Agreement.

FMLA: Employees who have been employed for one complete year (12 months) and have worked a minimum of 1,250 hours over the past year, shall be entitled to a leave of absence without pay for up to twelve (12) weeks:

- for the birth of the employee's son or daughter* and to bond with the newborn child; or
- for placement with the employee for adoption or foster care a son or daughter* in accordance with the Family and Medical Leave Act and the District's policy.

Parental leave and child rearing leave run concurrently with FMLA leave. Time spent on parental and child rearing leave pursuant this Agreement will be included in the computation of said twelve-week period.

*Son or daughter means a biological, adopted or foster child, a step child, a legal ward or child of person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time that the FMLA leave is to commence.

References to FMLA or Massachusetts Parental Leave statute in this article are for informational purposes only. The parties do not intend to incorporate the provisions of any federal or state statute into this Agreement.

6. Professional Development and Growth (Article XIV, p. 21)

The existing language in Article XIV shall be retained and identified as Section A. A new Section B (Tuition Reimbursement) shall be added as follows:

The Committee agrees to allocate ten thousand dollars (\$10,000.00), per school year, from the professional development budgeted allocation, for tuition reimbursement for bargaining unit members. The courses must be graduate level courses relating to the Administrator's current assignment and support the educational needs of Haverhill Public Schools students.

All Administrators are eligible for graduate course reimbursement for courses taken at an accredited college or university. Reimbursement shall be at the rate of one hundred forty dollars (\$140.00) per credit with total reimbursement allowed for tuition, per course, not to exceed four hundred and twenty dollars (\$420.00). Fees and PDP's are not eligible for reimbursement.

Administrators shall be reimbursed up to the first three (3) college credits based on a first come, first eligible basis using the date of initial submission. If there are funds not committed by June 1st, then those eligible Administrators shall be reimbursed for the second three (3) college credits, then the third three (3) college

credits, and so on until all funds are allocated. No funds beyond the amount allocated above shall be required to fund any requests for reimbursement herein.

The following must be submitted for approval to the Superintendent or his/her designee when seeking course approval/tuition reimbursement:

1. Prior to taking the course(s):
 - a. Submit the completed course approval/request for reimbursement form. Administrators are responsible for submitting all of the required information on the course approval/tuition reimbursement form before the course is approved. Forms submitted for approval after the start of the course will not be considered.
2. Upon completion of course(s):
 - a. Provide official transcripts verifying the college/university, name of employee, title of course, date course was completed and a grade of B or better. Submit to Human Resources along with the signed course approval request.
 - b. Submit the proper documentation within thirty (30) days of completing the course and the reimbursement will be paid within sixty (60) days of receipt of required documentation.

Any tuition payments that were dispersed within two (2) years from the date of resignation, will be reimbursed to the district by the Administrator.

7. Miscellaneous Provisions (Article XVI, p. 24)

A new Section K shall be added as follows:

K. Criminal Charges

It is the direct responsibility of the employee to notify the Superintendent of Schools within twenty-four (24) hours, or as soon as able thereafter, of his/her criminal arrest or the issuance of a criminal complaint/indictment against the employee.

8. Administrative Assignments (Article XVIII, p. 25)

Section A shall be amended to read as follows:

Curriculum Supervisors as outlined and approved by the School Committee shall be responsible for subject matters in Grades **Pre-K-12** (non-teaching) **(including Post-High School)** and assignment will be at the discretion of the Superintendent.

9. This Agreement is subject to ratification by the Group and the School Committee.

HAVERHILL SCHOOL COMMITTEE

HAVERHILL PUBLIC SCHOOLS
SUPERVISORY AND
ADMINISTRATIVE GROUP

By: _____
Paul Magliocchetti, Vice Chair

By: _____
Kevin Higginbottom, President

Dated: _____

Dated: _____