

MEMORANDUM OF AGREEMENT

The Negotiating Subcommittee of the Holliston School Committee (hereinafter “the Committee”), acting subject to the ratification of this Memorandum of Agreement (hereinafter “the Agreement”) by the School Committee to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the Holliston Federation of Teachers, AFT-Massachusetts, Local 3275 (hereinafter “the Federation”), acting subject to the ratification of this Agreement by the membership of the Federation to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of the contract negotiations for the successor Collective Bargaining Agreement that will be in effect for the three-year period from September 1, 2021 through August 31, 2024.

1. All terms and provisions of the predecessor Collective Bargaining Agreement that were effective from September 1, 2020 through August 31, 2021 shall, except as modified by the terms of this Memorandum, be extended for a three-year period from September 1, 2021 through August 31, 2024.
2. All references to dates in the successor Collective Bargaining Agreement shall be changed to reflect the terms of the successor Agreement unless otherwise provided for in this document.
3. Any written interim agreements that have been entered into by the parties since the ratification of the predecessor Collective Bargaining Agreement and that require the modification of existing contract language shall be incorporated into the new Collective Bargaining Agreement.
4. The Parties agree to Conduct a “gender scrub” of the existing agreement, eliminating the exclusive use of masculine nouns/pronouns/adjectives and substituting both masculine



and feminine nouns/pronouns/adjectives, such as eliminating “he” and replacing it with “he/she/they”, eliminating “his” and replacing it with “his/her/their”, etc.

5. Correct the following “typos”:
 - a. Article X, Section G, Subsection (1): In the second-to-last sentence, change the phrase “may use accumulated *suck* leave” to “may use accumulated *sick* leave”.
 - b. Article X, Section G, Subsection (3): In the third sentence, change the phrase “provide the Superintendent with at *leave* two (2) weeks’ notice” to “provide the Superintendent with at *least* two (2) weeks’ notice”.
6. In Appendix B, add the following extra-curricular positions:
 - a. To the list of Extra-Curricular Positions, High School, add Science Olympiad Advisor (T=2, R=5.4) and Humanitarian Club (T=1, R=1.4).
 - b. To the list of Extra-Curricular Positions, Middle School, add Circle of Friends Advisor (T=2, R=3.8). Add the following: “Nature’s Classroom Overnight Chaperone Rate - \$85/night”.
 - c. To the list of Extra-Curricular Positions, Miller School, add Jazz Band (T=1, R=3.0).
 - d. To the list of Interscholastic Sports, Middle School, make the following changes: Delete the lines Track Head Coach and Track Assistant Coach and substitute in their place: Track Coach (3) T=5; R=1.4).
7. Article I, Section A. Add the following positions to the Recognition Clause: “School-Year BCBA (Board-Certified Behavioral Analyst); Intervention Specialist; School Social Worker; School Adjustment Counselor.”
8. Article XI, Section 1. Modify the language to read as follows:

“The school year for guidance counselors shall be four (4) days longer than that agreed to for classroom teachers. In addition, guidance counselors may be required to work an additional six (6) days beyond their school year, as identified in the previous sentence. The number of extra days up to six (6) and the actual day(s) worked will be determined by the appropriate administrator, and the per diem of the individual counselor’s salary shall be paid. The per diem rate is determined by dividing the annual salary by the number of days in the school year for teachers.”

9. Article IV, Section E (Tuition Reimbursement). Modify this section as follows:
 - a. Insert the following language after the second sentence: “If the grade slip or transcript is not available within the 60 days, the teacher shall still submit, within the 60-day period the balance of the materials with a note explaining the inability to obtain a grade report. Proof of the source of payment shall also be included. This may include a credit card statement showing the transaction and the member’s name or a cancelled check made out to the institution from the member’s bank account, or a receipted bill showing the credit card number and copy of the member’s credit card itself.”
 - b. Delete the sentence that reads: “A receipted bill or cancelled check shall also be submitted.”
10. Article X, Section M. Modify this section as follows:

Re-title section M to read “Family Medical and Parental Leave” AND modify section M to read:

“The parties shall be subject to the Family Medical Leave Act (FMLA) and the Massachusetts Parental Leave Act (MPLA).”

11. Article X, Section A.

Amend the current the first paragraph to read as follows:

“Twelve (12) school days per year are allowed, cumulative to 172 school days. No “annual” days shall be granted which shall cause the maximum accumulated days to exceed 172. A maximum of ***twelve (12)*** days a year will be allowed as part of the sick leave policy in the event of an illness in the immediate family. ***A bargaining unit member who needs more than twelve (12) days in a contract year for a family illness may request additional days from the Superintendent.*** If five (5) consecutive days are used for family illness, the employee will provide documentation to the Superintendent from a health professional treating the family member.”

12. Appendix A – Salaries.

Year 1 (September 1, 2021 through August 31, 2022) – Retroactive to the first day of the 2021-2022 school year;

All salary steps and lanes will be increased by two percent (2%).

Effective on the 93rd school day of the 2021-2022 school year, increase

Step 13A by two percent (2%).

Year 2 (September 1, 2022 through August 31, 2023) – Effective the first day of the 2022-2023 school year;

All salary steps and lanes will be increased by two percent (2%).

Effective on the 93rd school day of the 2022-2023 school year;

All salary steps and lanes will be increased by one percent (1%).

Remove Step 14 from the salary schedule.

Year 3 (September 1, 2023 through August 31, 2024) – Effective the first day of the 2023-2024 school year;

All salary steps and lanes will be increased by two percent (2%).

13. Article XX. Amend the dates to reflect a three-year agreement covering the period from 9/1/2021 through 8/31/2024.
14. Article IV, Section B(3). Modify Section B(3) “Step-14” as follows;
 Re-title Section B(3) to “Longevity, Early Notice, Sick-Leave Buy Back” and revise the language to read as follows. Note that for the 2022-2023 year only, the deadline for applying for benefits under Sections (b) and (c) below shall be extended to April 1, 2022. After this school year, the date shall revert to March 1st.
 3. a. Longevity. Bargaining unit members who have served in the bargaining unit for twenty (20) or more years shall receive a one-time payment of one thousand dollars (\$1,000.00) on their last day of work.
 - b. Early Notice. Bargaining unit members who have served in the bargaining unit for twenty (20) or more years and who provide the Superintendent with an irrevocable notice of their intent to resign on or before March 1st in the year prior to their final full year of service shall receive two thousand dollars (\$2,000.00) which shall be in addition to the longevity amount listed in Section B(3)(a). Payment shall be effective on the last day of the school year.
 - c. Sick Leave Buy Back. Employees who submit an irrevocable letter of resignation for the purposes of retirement and who have completed at least fifteen (15) years of service in the bargaining unit shall receive sick leave buy back at the rate of twenty dollars (\$20.00) per day times the number of accumulated sick leave days that the

member has on his/her last day of work, provided that the notice must be submitted to the Superintendent on or before March 1st in the year prior to their final full year of service. Employees who submit a letter of resignation later after March 1st in the year prior to their final full of year of service and who have completed at least fifteen (15) years of service in the bargaining unit shall receive a sick leave buy back at the rate of ten dollars (\$10.00) per day times the number of accumulated sick leave days that the member has on his/her last day of work.

15. No member who applied for and was approved for placement on Step 14 during the 2021-2022 school year shall be eligible to receive the benefits in Article IV, Section B(3). (as set forth in #14 of this agreement).
16. Article XII, Section A. Modify the first paragraph of this section to read as follows:
 "Whenever ***a bargaining unit member*** is disciplined or reprimanded, it shall be done in private. ***No bargaining unit member will be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause. The provisions of Article XII, Section A shall not apply to the non-renewal of any bargaining unit members without professional teacher status.***"
17. Joint HPS Labor-Management Committee on Teacher Voice.
 The parties agree to establish a joint committee made up of up to four (4) additional members (in addition to the HFT president) appointed by the HFT President and up to four (4) additional members appointed by the Superintendent (in addition to the Superintendent). The committee's charge is to review existing mechanisms and platforms for teacher voice and opportunities for improvement, and to make recommendations for improved opportunities for teacher voice. The committee shall meet

at least monthly unless otherwise mutually agreed upon by the HFT President and the Superintendent. The HFT President and Superintendent shall alternate as chairs of the committee. The committee shall report their findings no later than December 15, 2022 and their recommendations no later than the end of the 2022-2023 school year.

18. Article VII, Section D(3). Delete Article VII, Section D(3) in its entirety and replace with the following language: “Recognizing that there are not a sufficient number of substitute teachers available to cover teacher classes at the middle school and high school and that the School Committee and administration are working to solve this problem, teachers at the high school and middle school will be asked to volunteer join a pool of teachers who will be required to provide classroom coverage for absent peers during their preparation period when asked. Once a teacher volunteers to join this pool they will remain there for the duration of the term (at the high school) or until the mid-point of the school year (at the middle school), at which time teachers will be solicited for a new pool. For a class period where the number of pool teachers is insufficient to cover the demand, the administration may ask non-pool teachers to volunteer to provide classroom coverage for absent peers during their preparation period. Non-pool teachers may decline any and all coverage requests.

Teachers will receive compensation for providing classroom coverage during their preparation period as follows:

Pool Teachers:	\$80 for full period coverage
	\$40 for half-period coverage
Non-Pool Teachers:	\$50 for full-period coverage
	\$25 for half-period coverage

Amend Article XVI, Section A (1) by changing “\$30.00 per day: to “\$50.00 per day.”

19. The parties agree that the issue of duplication of benefits between the sick leave pool language (Article X, Section B) and the disability language (Article X, Section L) was not resolved at the table due to time constraints. The parties agree to continue good-faith discussions during the 2021-2022 school year to find ways to address this duplication and further agree that if language is agreed to and ratified by both parties, they will re-open the contract for the limited purpose of inserting the newly agreed-upon language into the contract.
20. Article VI, Section 2(J)(ii). Throughout this sub-section, change “Supervising Evaluator” to “Contributing Evaluator”.
21. Article XI, Section 3. Delete the existing final sentence in this section and replace with the following language: “Teachers shall be expected to be in their classroom a minimum of five (5) minutes before the student day and remain at school a minimum of fifteen (15) minutes beyond student dismissal.”
22. Article XI, Section 5. Add the following language at the end of this section: “All bargaining unit members shall be required to attend two (2) after-school meetings per month of one (1) hour each.”
23. The following language shall be included in the parties’ Memorandum of Agreement but shall not be included in the contract: Effective September 1, 2022, the parties agree to rescind the agreement between the HFT and Superintendent made on January 31, 2011 that stipulated that courses taken through third party vendors (brokers) were not eligible for the tuition reimbursement benefit described in Article IV, Section E. The parties also agree to strike this sentence from the Course Approval Form currently in use: “Courses provided by a third party, which is a subsidiary agency or broker that teaches a course

where college credit can be obtained from a separate mentoring college or university, will not qualify for reimbursement, but may, at the discretion of the Superintendent, qualify for credit in changing lanes on the Holliston salary schedule.”

24. Article VIII, Section B. Insert the following language as a new third sentence in this section: “The number of summative evaluations compared will include all evaluations written for teachers during the time equal to the most recently hired professional status teacher in the targeted area of licensure for the past four (4) summative evaluations.”
The parties also agree to form a study committee consisting of an equal number of administrators appointed by the Superintendent and unit members appointed by the HFT President to review and attempt to identify an alternative method to select Professional Status Teachers for RIF. Any alternative method identified by the study committee shall be brought back to the bargaining table for review, approval and ratification by the membership of the Federation and the Committee.
25. The parties have agreed to assign several topics to a committee that will meet outside of the negotiations process. The committee will address both contract and non-contract issues initially addressed during successor negotiations. The committee will convene an initial meeting no later than the end of the 2021-2022 school year, however, on the topic of student feedback, the committee will meet to work through this issue no later than May 1, 2022. The topics that will be addressed by the committee are the following:
 - a. How to address new issues
 - b. Coverage for HFT members to attend grievance/arbitration hearings
 - c. Student feedback
 - d. Planning time

- e. Job descriptions
 - f. Middle school after-school supervision
26. Unless otherwise specifically noted, all changes except for salary increases, shall take effect with the start of the 2022-2023 school year (September 1, 2022 through August 31, 2023).

For the Holliston Federation of Teachers,
AFT-Massachusetts, Local 3275

For the Holliston School
Committee

Jaime E. Cutone
Jaime Cutone, HFT President

Cynthia S. Listewnik
Cynthia Listewnik, Chair HSC

3/8/2022
Date

3/8/2022
Date