

# Hanover Public Schools

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## WRITTEN NOTICE FOR MATERNITY, PATERNITY, AND ADOPTION LEAVE

(Available to professional employees within Unit A who have completed at least three (3) consecutive months of service in the Hanover Public Schools.)

*This form must be completed and submitted at least eight (8) weeks in advance of commencement of the leave.<sup>1</sup>*

<p><b>Date of Form Submission:</b> _____ <b>Date of Hire:</b> _____</p> <p><b>Type of Leave:</b> _____ <b>Maternity</b> _____ <b>Paternity</b> _____ <b>Adoption</b></p> <p><b>Name:</b> _____ <b>School:</b> _____</p> <p><b>Position:</b> _____</p> <p><b>Based upon your choice of Option A or Option B1, B2, or B3, indicate the following:</b></p> <p><b>Anticipated Date of Commencement of Leave:</b> _____</p> <p><b>Anticipated Date of Return from Leave:</b> _____</p> <p><b>If taking only seven (7) intermittent days, the anticipated dates of absences:</b></p> <p>_____</p>
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### Select One Option:

#### Option A \_\_\_\_\_

Unpaid Massachusetts Statutory Maternity Leave (MGL Chapter 149, Section 105D) or unpaid leave under the Family Medical Leave Act Leave, with substitution of seven (7) work days of paid leave to be deducted from accumulated sick leave for professional employees who are adopting or otherwise taking maternity/paternity leave without giving birth. 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.

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<sup>1</sup> For additional provisions governing leave for maternity, paternity, and adoption, please see Article XVI Leave Policy in the Collective Bargaining Agreement between the Hanover Teachers Association and the Hanover School Committee.

**Duration**

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.

**Return to Work**

If the professional employee 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.

**Option B1** \_\_\_\_\_ **The duration of the leave shall be through the remainder of the school year in which the birth or adoption occurs.**

**OR**

**Option B2** \_\_\_\_\_ **The duration of the leave shall be through that school year, plus one additional full school year.**

**OR**

**Option B3** \_\_\_\_\_ **The duration of the leave shall be through the conclusion of any academic term of the school year in which the birth or adoption occurs**

Option B1, Option B2, and Option B3 each provide unpaid extended leave, with the substitution of seven (7) work days of paid leave to be deducted from accumulated sick leave for professional employees who are adopting or otherwise taking maternity/paternity leave without giving birth. 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:

**Request to Change Return Date Under Option B1 or B2**

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 preceding the return date originally requested. If the professional employee complies with this notification, he/she will be able to change his/her return date to the first day of the alternative year available under Option B1 and Option B2. If a professional employee has selected Option B3, no changes will be permitted.

**Required Notification of Return**

A professional employee who has selected Option B1 or B2 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. A professional employee who has selected Option B3 must provide such written notice of intent to return to duty at the expiration of his/her leave no earlier than four (4) weeks and no later than two (2) week prior to the end of the applicable quarter. If the professional employee fails to so notify the Superintendent in writing as required by Options B1, B2 or B3, 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.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_