

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER PROFESSIONAL SUPPORT ASSOCIATION

September 1, 2020- August 31, 2023

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ARTICLE I
PREAMBLE

This Agreement is made and entered into between the North Andover School Committee (hereinafter referred to as the “**Committee**”) and the North Andover Professional Support Association (hereinafter referred to as the “**Association**”).

The general intent and purpose of this Agreement is the mutual interest of the Committee and the Association to provide for the operation of the District by means which will further, to the fullest extent possible, the educational and social welfare of the school children of the Town of North Andover.

The Committee and the Association agree to carry out the commitments contained herein and give them full force and effect as contractual obligations. The Committee will take such actions as may be necessary in order to give full force and effect to the provisions of this Agreement.

If any provision of this agreement or any application of the agreement, is or shall at any time be contrary to federal or state law, regulation or legal directive, then such provision or application shall not be deemed valid or enforceable, except to the extent permitted by federal or state law, regulation or legal directive.

ARTICLE II
RECOGNITION

1. The Committee hereby recognizes the Association for the purpose of collective bargaining (as provided by Chapter 150E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for all Library Assistants, Speech Language Pathologist Assistants (SLPA’s), and Teacher Aides regularly employed by the Committee as described in the Agreement for Consent election filed with the Massachusetts Labor Relations Commission in Case No. MCR-3544, dated May 8, 1985. This Unit is Unit C of the North Andover Teachers Association.

2. Whenever the feminine is used in this Agreement and the context requires or permits, it shall include the masculine. The designation is solely to facilitate typing.

3. All references to days refer to school days unless otherwise specified.

4. The parties to this Agreement recognize all applicable provisions of The Education Reform Act of 1993.

5. All unit members hired under this contract are full time employees and work the contracted building hours as outlined in Article IV. (Job Description [Appendix F](#))

A. This paragraph serves as a definition: An employee hired as a LTS (long term sub) to fill an active members position for less than ninety-one (91) days or an employee who is hired as a temporary Teaching Assistant for less than ninety-one (91) days, will be paid at

the Step 1 rate of the Salary Schedule in Appendix A. These employees will be eligible for benefits per state and federal statutes and will not be covered under the terms of this agreement. These positions will not continue past the end of the school year.

- B. An employee hired into a temporary Teaching Assistant position for at least ninety-one (91) school days will be recognized as a Probationary Teaching Assistant with all the rights and obligations that come with this position. Placement on the Salary Schedule will be dictated by terms of the contract. This position will not continue past the end of the school year.
- C. An employee hired into a temporary Teaching Assistant position or an employee hired to fill an active unit member's position (LTS) for ninety-one (91) days or more will be given first consideration for any anticipated open positions for the next school year. If selected for an open position, the employee will carry with her one year of service credit and will move up a step on the Salary Schedule for the next school year.
- D. Employees hired as Title I Aides are not covered under the terms of this contract.

ARTICLE III **NO DISCRIMINATION**

1. Unit members covered by the Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal to form, join, and assist employee organizations, to hold office in and or participate in the management of the Association to act in the capacity of an Association representative, and to engage in other Association concerted activities for the purpose of collective bargaining or other natural aide or protection.

2. Unit members shall not be discriminated against because of race, color, religious creed, gender, national origin, ancestry, sexual orientation, pregnancy, veteran status, military service, age, marital status, genetic information, disability, or on any other basis protected by federal, state, or local law or bylaw. This policy governs all aspects of employment, including selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination, and access to benefits and training.

ARTICLE IV
WORK DAY/WORK YEAR

1. All unit members will work a one hundred eighty-two (182) day school year, which will include the first day for all school staff and another professional development day as designated by the Superintendent. The second professional development day will be made known to the unit members prior to or on the first day of the school year, unless the second professional development day will be the second staff day before the school year starts, in which case notification will be made as part of the June 15th assignment letter.

2. A full-time unit member is one who is scheduled for all of the contracted building hours for her respective building as listed in the chart below, inclusive of a paid fifteen (15) minute break and a paid thirty (30) minute lunch.

Each school's start and end time will be determined by the Superintendent by April 1 of each year. Unit members will be informed of their work day hours for the coming school year by June 15th as part of the annual assignment letter. Unless changed through an executed memorandum of agreement, work hours as determined by the Superintendent by April 1 of each year will remain as such for the school year. In addition, changes to an individual unit member's regularly scheduled work hours will not be permissible. When there is a need for additional time for unit members to work either before or after their regularly scheduled hours this additional time will be paid at the unit members regular hourly rate. Current contract language will determine how these additional time opportunities are assigned. The unit member hours by building for the 2020-2021 school year are listed below.

School Year 2020-2021

School	TA Daily Hours	TA Weekly Hours	School Start	School Dismissal
ABECC Preschool	8:30-3:00 M-Th 6h 30m 8:30-11:30 - Fri 3h	26-29h	8:45am	2:45pm
ABECC Kindergarten	8:30-3:10 6h 40	33h 20m	8:35am	3:10pm
Elementary	8:30-3:00 6h 30m	32h 30m	8:25am	3:00pm
Middle School	7:50-2:20 6h 30m	32h 30m	7:40am	2:20pm
High School	7:45-2:15 6h 30m	32h 30m	7:40am	2:15pm
TOP Program	7:30-2:20 6h 50m	34h 10m	7:30am	2:20pm

3. The lunch period will be scheduled to occur between 10:15 am and 1:30 pm. Occasional exceptions may occur due to unanticipated circumstances.
4. The Building Principal or Principal's designee and the unit member will agree upon a daily schedule that will include a fifteen (15) minute break between the hours of 9:00 am and 1:30 pm. Occasional exceptions may occur due to unanticipated circumstances.
5. On professional development days unit members will attend and collaborate with administrators, department heads, therapists, teachers, and/or other unit members within their school in order to improve the educational development of students in the North Andover School system. Professional development will also include opportunities for unit members to gain and improve the knowledge and skills important to their positions and job performance.

It is the responsibility of School Administration to ensure that relevant and helpful professional development is made available to unit members on an annual basis. Professional development is mandatory; it is the responsibility of unit members to attend all required professional development opportunities. Attendance will be taken and unit members will be obligated to make up any sessions that are missed.

The Executive Director of Special Education will create a committee to solicit input from the Unit's Leadership Team or designated members regarding the annual Professional Development Plan and Schedule for unit members. The annual Professional Development Plan and Schedule will include ALICE training for new unit members and a refresher for existing unit members as well as an Orientation Program for unit members. The Professional Development Plan and Schedule will be made available to unit members prior to the start of the new school year, but may be subject to change during the school year. Changes will be communicated to unit members in a timely manner.

6. Each unit member will be notified in writing by her Building Principal by June 15th of her assignment for the following school year. If unanticipated circumstances arise, the unit member will be notified of the change and the associated reason. The unit member will be permitted to apply for any other open positions available at any time.

ARTICLE V **PROBATIONARY CONDITIONS**

1. The probationary period is intended to give a new unit member the opportunity to demonstrate her ability to achieve a satisfactory level of performance and the Building Principal the opportunity to determine whether the new unit member meets expectations. The Principal uses this period to evaluate the unit member's capabilities, work habits, and overall performance.

This period is defined as the first ninety (90) calendar days of employment or extension thereof, as provided for in Section 2 below. Either the unit member or the district may end the employment relationship at will at any time during the probationary period with ten (10) work days' written notice to the other.

2. A new and/or rehired unit member works on a probationary basis for the first ninety (90) calendar days after her date of hire. Any absences in excess of five (5) days may extend a probationary period by the same number of days absent. If this is to occur, the unit member will be notified of the extension in writing by the Building Principal prior to the end of the probationary period. If the Superintendent, upon the written recommendation of the Building Principal, determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the unit member's performance, the probationary period may be extended for a maximum of sixty (60) calendar days as long as the unit member, the Association, and the district agree in writing.

A new unit member may not apply for another position until she has successfully completed the probationary period. A waiver may be granted, however, if a written agreement is reached between the Association and the Superintendent.

3. Upon satisfactory completion of the probationary period, unit members enter the "provisional" employment classification. The provisional classification is for the first three (3) years of employment. During this stage of employment a unit member may be non-renewed at the end of the school year at the discretion of the Building Principal with the completion of the annual evaluation process and written notice to be given to the unit member by June 15. Upon satisfactory completion of the provisional period of employment, a unit member will enter the "permanent" employment classification.

ARTICLE VI **REDUCTION IN FORCE**

1. The seniority of unit members within the overall classification of teaching assistant shall be the determining factor.

2. Throughout this Agreement seniority shall be defined as the length of continuous service in the bargaining unit in the North Andover School District, measured from the first day of employment.

3. Periods of service interrupted by resignation, retirement, termination or a leave not authorized in writing by the District shall not be added together to determine seniority. When such a break in service occurs, seniority shall be calculated or measured beginning with the most recent date of re-employment.

4. A period of voluntary or involuntary unpaid leave of absence which has been approved by the Committee or a layoff caused by reduction in force or a leave which is a medical leave of absence that would qualify under the terms of MGL Chapter 32B section 7 shall not constitute a break in service, but the length of such leave shall not be credited in calculating or measuring seniority benefits.

5. A Seniority List will be published by the Superintendent through the Director of Human Resources each year on the first school day in October. It will be disseminated via e-mail to the Chair or Co-Chairs of this unit with a copy to the President or Co-Presidents of the North Andover Teachers' Association. The Chair or Co-Chairs of this unit will disseminate it to the members of this bargaining unit. The official date of the release of the Seniority List shall be consistent with the date it is released via email to the Chair or Co-Chairs of this unit.

Questions or objections to the Seniority List must be filed, in writing, no later than November 1 with the unit Chair or Co-Chairs of this unit. If no questions or objections are filed, the aforesaid listing will be deemed final and binding and there will be no additional challenges to that list.

In the event there are questions or objections raised in writing to the Chair or Co-Chairs of this unit, these will be jointly examined with the Director of Human Resources and the Superintendent or designee. If resolution of the issue(s) raised fails to occur within thirty (30) days following the close of the period in which questions/objections can be raised, the unsettled questions/objections may be submitted by the Association to arbitration at the Department of Labor Relations for final and binding resolution thereof.

6. Recall shall occur in the reverse order of layoff. Should a vacancy occur within the bargaining unit and there is a unit member who is on the recall list, the laid off unit member shall be given the first opportunity to fill the vacancy. If the vacant position requires the delivery of behavioral services, then only those unit members who have completed the in-district behavioral services training will be offered the vacancy in the order of seniority.

If a unit member declines the offer of recall, or is not offered the position, she shall be skipped on the list and the position shall be offered to the next unit member on the recall list. If a unit member declines the offer of recall for a third time, then she will fall to the bottom of the list. If no unit member accepts the recall or if there is no one on the recall list, the position may be posted as a vacancy.

7. A unit member on the recall list shall remain on the list for two (2) years from the effective date of the layoff. A unit member shall retain all seniority, sick leave, personal leave, longevity, and salary step she earned prior to layoff if recalled within two (2) years. Said member shall not receive any accrued seniority, sick leave, personal leave, longevity, or a salary step increase while on the recall list.

8. Any laid off unit member having recall rights will be contacted by both phone and email. During the school year an employee must contact Human Resources within three (3) school days to receive the offer, and must accept or refuse the offer within the following three (3) school

days. During the summer break an employee must contact Human Resources within five (5) calendar days to receive the offer, and must accept or refuse the offer within three (3) calendar days. **It is the responsibility of the unit member to ensure her contact information is kept up to date in the employee self-service portal (Employee Self Service [ESS] Login).**

ARTICLE VII **VACANCIES**

1. Whenever a vacancy within the unit occurs during the school year, it will be posted on the website and emailed to all unit members. Notices of vacancies within the unit that occur during the summer months will be emailed to all unit members.

2. Whenever a vacancy occurs in the North Andover Teachers Association bargaining unit, notice of the position will be emailed to all unit members. Certified teachers within the North Andover Professional Support Association will be given consideration for the vacancy.

3. The following protocol will be used in filling vacancies:

- A. If a unit member's position has been eliminated, but the unit member has not been laid off, that unit member is guaranteed a position equivalent to her current FTE, based on seniority.
- B. As vacancies do occur, all unit members have the right to request consideration for transfer into these positions through the online application system. The unit member shall be considered for the position on the basis of experience, training, background, and ability.
- C. Vacancies will be posted for ten (10) calendar days on the North Andover School District website and sent via email to all unit members.
- D. Every effort will be made to implement transfers to be least disruptive to the needs of the students.
- E. When the qualifications to fill a position are substantially equal, preference will be given to the most senior applicant. When an applicant is not chosen for the position, she will be notified in writing of the decision.

ARTICLE VIII
COMPENSATION

1. Compensation

Compensation shall be in accordance with the Salary Schedule in [Appendix A-1](#).

- A. Year 1 –Eliminate the first three (3) steps and add three (3) new steps to the end of the salary schedule, then adjust the remaining twenty (20) steps to equal an overall 2% increase. Place unit members on the step which correspond to the member’s years of service.
- B. Year 2 – increase each step on the schedule by 2%. Unit members move up a step on the salary schedule.
- C. Year 3 – increase each step on the schedule by 2%. Unit members move up a step on the salary schedule.

2. Years of Service

New unit members who have worked at least three (3) hours per day and are hired prior to February 1 will be credited with a year of service and eligible for a step increment in the subsequent school year. Step increments will be awarded to each unit member who works at least ninety-one (91) days of three (3) hours or more per day during the previous school year.

3. Longevity

As a way to somewhat mitigate the impact of the loss of Community Programs wages in a member’s retirement benefit calculation, annual longevity payments will be increased to the amounts referenced below. The following longevity payment(s) will be awarded annually for continuous uninterrupted service in a bargaining unit recognized by the North Andover School District. Beginning with the sixth (6th) year of employment, payments will be made in full, in a separate check, on the first pay day of October.

Credit for longevity will be based on continuous employment of at least ninety-one (91) days of three (3) hours or more per day per school year for one (1) year of credit.

If a unit member takes an approved leave of absence, it shall not be considered an interruption of service; however, depending on the type and duration of the leave, it may not be considered a qualified year.

On the first pay day of October of a unit member’s 6th through 10th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of \$1,355.00.

On the first pay day of October of a unit member's 11th through 15th qualified year of service, the unit member shall receive longevity pay in the amount of \$2,005.00.

On the first pay day of October of a unit member's 16th through 20th qualified year of service, the unit member shall receive longevity pay in the amount of \$2,255.00.

On the first pay day of October of a unit member's 21st through 25th qualified year of service, the unit member shall receive longevity pay in the amount of \$2,505.00.

On the first pay day of October of a unit member's 26st through 29th qualified year of service, the unit member shall receive longevity pay in the amount of \$2,755.00.

On the first pay day of October of a unit member's 30th qualified year of service, the unit member shall receive longevity pay in the amount of \$2,855.00.

This shall continue for each subsequent year of employment until retirement.

4. Program Stipends

Based on the responsibilities and expectation of the assignment (toileting, implementing discrete trials, safety care training, data collection) unit members in the below programs may be eligible for a stipend. The Executive Director of Special Education will determine, based on student need, when a unit member qualifies for the stipend. Program stipend eligibility will be reviewed on an as needed basis through monthly Mutual Concerns Committee meetings.

RISE Program

Multiple Support Program

Therapeutic Programs

Life Skills Programs

Learning Skills Programs

Vocational/Transition

Transition Opportunity Program

The annual program stipend is \$1,200. The annual combined program and toileting services stipend will be \$1,800. If more than one unit member provides services for the same student (who warrants the stipend), the stipend will be split between them. Yearly program stipends will be paid out in 21 equal payroll installments, and will be prorated for those who qualify for the stipend for less than the full school year.

5. Toileting

The North Andover Public School system is committed to providing inclusive programming for special needs students who present a range of individual needs. In some circumstances, unit members will be expected to assist students with their personal care, including toileting.

These students may include:

- Students with PDD, Autism, or other cognitive/neurological deficits who participate in an intensive program
- Other identified individual students who are fully included but require the support of a full time assistant

These students may require regular assistance with:

- Diaper changing
- Toilet Training
- Assistance in the bathroom with dressing
- Assistance in the bathroom with personal care such as washing and wiping

In circumstances where a unit member will be expected to provide such care, it is understood that the North Andover Public Schools will:

- Inform potential or transferred unit member of this expectation at the time of hire or transfer;
- Provide unit member with training in appropriate procedures and guidelines;
- Provide unit member with appropriate materials and supplies such as gloves, wipes, plastic bags for wet or soiled clothing, containers for disposals, etc.; and
- Develop alternate plans to address the student's personal care needs should the unit member be absent.

This position description is not applicable for students who may have from time to time an “accident” and who may need additional assistance. Guidelines for toileting incidents are included in [Appendix E](#).

Unit members working in this capacity will receive an additional \$1.00 per hour for those hours in which they work with students in the above population. Such authorization shall be made by the Executive Director of Special Education at the request of the building principal. This hourly increase is not in addition to the Program Stipends. A unit member is eligible for either the toileting hourly increase or the combined Program and Toileting Stipend, but not for both.

6. Extra Hours

This section is not intended to reduce the established hours of the regular work day or work week. All members of the bargaining unit are to work the established work schedule of the building to which they are assigned.

A unit member who performs additional duties that extend the normally scheduled building hours, such as arrival, dismissal, van pick-up/drop off, and/or participation on paid committees will be compensated in fifteen (15) minute intervals at her hourly rate. Any portion of a fifteen (15) minute interval will be paid at the fifteen (15) minute interval rate. All such extra duties outside of the normally scheduled hours will be offered on a rotating basis to all qualified personnel.

Whenever a unit member agrees to work with a student outside of the school hours, such as clubs or athletics, the unit member will be compensated at a rate of \$5 less than the teacher extra hours rate but no less than \$32 for each hour or for any thirty (30) minute increment beyond the first hour (i.e. 1 hour, 5 minutes = 1.5 hours' pay; 1 hour, 35 minutes = 2 hours' pay).

Whenever a unit member agrees to work with a student for tutoring, the unit member will be compensated at the Teacher extra hour rate but no less than \$37 for each hour or for any thirty (30) minute increment beyond the first hour (i.e. 1 hour, 5 minutes = 1.5 hours' pay; 1 hour, 35 minutes = 2 hours' pay).

The Special Education Administrator for the school or the Building Principal will approve the work. Request(s) for payment will be submitted on the approved form ([Appendix A - 4](#)).

7. Behavioral Home Services

Unit members are eligible to apply for available positions as home trainers in Behavior Home Services within the district. Behavior Home Services are services that the district provides directly to students/parents that require training beyond the classroom setting. Unit members that are interested in applying to provide these services, should contact the Executive Director of Special Education. Home services may be provided twelve (12) months a year.

Unit members must complete mandatory certification (Safety Care) and other training provided by the District. An initial training of up to five (5) hours will take place before in-home services commence. There may be additional training opportunities available to home trainers on an as needed basis. All training opportunities outside of the home setting will be paid at the unit member's regular hourly rate.

Priority for training and assignments will be given to unit members based on the needs of the student as determined by the Executive Director of Special Education. The pay rate for home services are outlined below.

Whenever a unit member agrees to work with a student for Behavioral Home Services, the unit member will be compensated at the Teacher extra hour rate but no less than \$37 for each hour or for any thirty (30) minute increment beyond the first hour (i.e. 1 hour, 5 minutes = 1.5 hours' pay; 1 hour, 35 minutes = 2 hours' pay). Request(s) for payment will be submitted on the approved form ([Appendix A - 4](#)).

Unit members will be allowed three (3) assignment refusals during a twelve (12) month period. Absent extenuating circumstances, a unit member who has more than three (3) assignment refusals will be removed from the home services list for one (1) year from the date of the last refusal.

Behavioral Home Services will only be provided by members of the unit, unless the Unit Chair/Co-Chairs and the Superintendent agree in writing to an exception and include a duration for that exception.

8. Substituting for a Teacher

When a teacher is absent and the unit member is asked to substitute, the unit member, at her discretion, may perform substitute duties for that teacher. The unit member shall have the option to decline. When a lead teacher is absent in a classroom setting with multiple unit members, the unit member assigned to substitute will be determined on a rotating basis.

When a unit member agrees to substitute in a teacher's position, she will be compensated with an additional hourly amount equal to the ISS full day rate divided by 6.5 but no less than \$11.54/hour. Any time worked less than an hour will be compensated in fifteen (15) minute increments prorated at the ISS hourly rate. Any portion of a fifteen (15) minute increment will be paid at the fifteen (15) minute increment rate. Eligibility for the additional pay will not occur until a unit member has substituted for at least fifteen (15) minutes. Request(s) for compensation shall be submitted weekly to the building Principal or Principal's designee on the approved form [Appendix A-3](#).

Unit Members who take on the role of substitute teacher for less than two (2) weeks will be paid an additional hourly amount equal to the daily rate of 6.5 hours multiplied by the ISS hourly rate, but no less than \$11.54/hour. Unit Members who take on the role of substitute teacher for two (2) weeks or more consecutively (Long Term Sub - Teacher), will be paid at the daily rate of the Bachelor's Step 1 of the Teacher's Salary Schedule. This rate will also be applied retroactively to the first two weeks worked in this role. While filling the role of a Long Term Sub - Teacher the

Unit Member will remain an active member of the Teaching Assistant's union and will continue to be eligible for all rights and obligations afforded such membership.

9. Community Programs

Unit members will be eligible for Community Programs stipended positions for annual programs (Breakfast Club and Kids Stop) and/or seasonal programs (Excel, Attendance Coordinator and others). The responsibilities for these stipended positions will be determined by the Director of Community Programs, and will be performed outside of the normal hours of the school day. The stipend will cover the responsibilities of the position for the entire duration of the position, and will be paid in equal increments every two (2) weeks during the program timeframe.

10. H.S. Advisory

When a position or positions as an Advisory Leader at the High School are needed, the Principal or designee will post the positions that are available to unit members. Advisory Leaders will be chosen from the pool of unit members who apply for the position(s). The appointment, as long as the unit member performs the duties satisfactorily, will be until the group of students in that advisory graduate. Compensation for this position will be a stipend of \$400 per year to be paid in a lump sum as part of the first payroll in June. If unit members share the responsibilities, then each unit member will be paid the full stipend. If unit members split the responsibilities, then the stipend will be split equally among the unit members.

11. Mid-term Negotiation of Stipends

All stipends or any other monetary compensation on which the parties reach agreement during the term of this Agreement or any extension thereof shall be reduced to writing in the form of a memorandum of agreement signed by the parties to the Collective Bargaining Agreement or their agents and the stipend/monetary compensation shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is reached. When the Agreement contains terms that continue beyond the term of this Agreement or any extension thereof, the terms shall be printed as part of the appropriate Article / Appendix in the subsequent Agreement. In addition, all stipends listed in the contract for unit A and all rates paid by Community Programs will be included in this contract as [Appendix A - 2](#).

ARTICLE IX
SICK LEAVE AND SICK LEAVE BANK

1. Returning Unit members shall receive fifteen (15) sick days on the first day of each school year. Sick days may be accumulated up to two hundred twenty seven (227) days.

New unit members hired before February 1 will receive eight (8) days of sick days when they begin their employment, (one (1) of which is donated to the sick bank.) An additional seven (7) days will be added when they complete the probationary period (see Article V). If a unit member leaves employment before the completion of the first academic year of employment, the departing unit member must pay back any days not accrued (at the rate of one and one half [1.5] days per month) at the time of separation, to be deducted from their final pay along with any remaining union dues.

Unit members hired after February 1 will receive sick days prorated to seven and one half (7.5) days total for the remainder of the academic year, one (1) of which is donated to the sick bank). No days will be added at the end of the probationary period (see Article V). If a unit member leaves employment before the end of the remainder of the academic year of employment, the departing unit member must pay back any days not accrued (at the rate of one and one half [1.5] days per month) at the time of separation, to be deducted from their final pay along with any remaining union dues.

2. Sick leave shall be taken for a unit member's personal illness, except that a unit member may use a maximum of ten (10) sick days per school year for attending to a spouse, child, parent or relative who is dependent on the unit member for care or emergencies.

3. Sick Leave Bank

The sick leave bank has been established for use by eligible unit members whose earned sick and personal leave accumulation has been exhausted from a prolonged illness, medically required surgery, or injury and documented in writing by a physician.

A new unit member is not eligible for access to the sick bank until the first anniversary of her hire date.

One (1) Sick Leave Day shall be deducted and donated to the sick leave bank from each unit member's sick leave on the first pay period in September of the new school year. New unit members will be assessed this donation to the sick leave bank at the time of hire.

If the amount of days in the sick leave bank equals or exceeds five hundred forty (540) days as of September 1, then each returning unit member shall not have any days deducted from her sick leave for that year. Each new unit member will have a sick day deducted upon hire, whether or

not a day is deducted from other unit members that year. If the amount of days in the sick leave bank is below sixty (60) days as of September 1, then each unit member shall have one (1) additional day (for a total of two (2) days) deducted from her sick leave in the first payroll in September.

When a member of the unit retires, that individual, at her option, may donate up to one hundred percent (100%) of her personal accumulation of sick leave days to the bank if the bank has less than seven hundred twenty eight (728) days in it. When a member of the unit resigns having completed the provisional period of employment, that individual, at her option, may donate up to fifty percent (50%) of her personal accumulation of sick leave days to the bank if the bank has less than seven hundred twenty eight (728) days in it. If the bank has seven hundred twenty eight (728) days or more at the time of the individual's retirement or resignation date, none of her personal accumulation of days will be added to the bank.

The sick leave bank will be available only after the unit member has exhausted her own sick and personal leave, both annual and accumulated.

Unused days in the bank shall accumulate from year to year.

The Superintendent or Designee will provide an annual accounting of Sick Leave Bank days to the Unit Chair/Co-Chairs no later than June 30st of each year.

Sick Leave Bank Procedures

The Sick Leave Bank Committee (“SLBC”) consisting of three (3) members will administer the Sick Leave Bank (“SLB”). Two (2) of these members will be from the Association. The other member will be the School Department’s Director of Human Resources. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. Disbursement of sick leave days shall require two (2) affirmative votes of the Sick Leave Bank Committee. The decision of the Committee shall be final and binding and not subject to grievance or appeal.

Application for benefits shall be made to a Sick Leave Bank Committee member, the Union President or unit Chair/Co-Chairs, or the office of the Director of Human Resources. The application may be submitted in original format no earlier than ten (10) school days prior to a person exhausting all of her own personal sick leave days. A health care provider shall certify in writing that the unit member’s condition prevents the unit member from performing his/her regular duties. The form is in [Appendix B](#).

The Sick Leave Bank Committee shall respond to all applications no later than ten (10) school days from receipt of completed application and all required documentation. The administration reserves the right to verify the authenticity of any required documentation.

Any grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed twenty (20) days. Upon completion of any grant of sick leave days by the Sick Leave

Bank Committee, additional days may be granted upon demonstration of continued eligibility by the applicant. No unit member shall be granted more than one hundred eighty two (182) sick leave days for the same illness by the Sick Leave Bank Committee.

ARTICLE X
EXTENDED LEAVES OF ABSENCE

1. A unit member may be entitled to up to twelve (12) weeks of unpaid leave pursuant to and subject to the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). In cases where the unit member has personal sick leave for use at that time, the unit member may choose to use her personal sick leave days for this purpose. The unit member; however, should consult with the Unit Chair/Co-Chairs for guidance.

2. Any unit member who has attained permanent status and whose personal illness extends beyond the period compensated may be granted a leave of absence without pay and increment, for up to one (1) year for health reasons. Requests for such leave will be supported by certification from a health care provider.

3. Parental Leave (Birth parent, Non-birth parent, Adoptive/Foster parent)

General Policies and Rules

A. Any unit member may apply for a parental leave of absence.

B. Any unit member who intends to apply for parental leave will notify the Superintendent, Principal and Director of Human Resources of the date of commencement of such leave as early as possible, but not less than two (2) weeks prior to the leave.

C. Such leave of absence shall take effect at a date agreed upon by the unit member and medical provider or court decree (Adoption/Foster). The agreed date may be changed when deemed necessary. The Form is in Appendix C.

D. Said member shall be entitled to utilize up to eight (8) weeks of accrued personal sick leave following the date of birth or adoption of the child.

E. Section 3 of ARTICLE IX, entitled "Sick Leave Bank," shall not be applicable to a leave granted for parental leave with the possible exception of cases where the birth parent has a medical issue resulting from delivery, and recovery extends beyond the usual and ordinary eight (8) week period of child-bearing and recovery from birth. The unit member, however, should consult with the Unit Chair/Co-Chairs for guidance.

F. It will be the duty of a unit member to notify the Superintendent at once of any interrupted pregnancy for which a parental leave of absence has been granted.

G. Before returning to her duties, a unit member who has given birth must be certified by her physician as ready and able to return to her full teaching assignment.

H. The parties to this Agreement agree that all State statutes and decisions of all Federal and State courts and agencies concerning maternity leave will be applicable to this Agreement.

4. Military leave will be granted to any unit member who is inducted or ordered to active duty or may be granted to any unit member who enlists in any branch of the armed forces of the United States. Upon return from such leave, a unit member will be placed on the salary schedule she would have achieved had she remained actively employed in the system for either the period for which she was inducted or ordered to serve, or the period of initial enlistment, whichever is applicable.

5. All benefits to which a unit member was entitled at the time her leave of absence commenced, including unused accumulated sick leave, may be restored upon her return, and she will be assigned to the position she held at the time said leave commenced, if available.

6. Time spent on approved unpaid leaves of absence or an involuntary unpaid leave of absence under MGL Chapter 32B Section 7, and with the exception of military service leave, shall not accrue towards length of service, but neither shall it constitute an interruption of employment.

7. All requests for leave made under this Article will be applied for in writing whether original requests, requests for extensions or for renewals of leaves and shall contain the length of leave for which the request is made. All responses by the Employer will be provided in writing.

8. A unit member on an approved leave of absence shall notify the Superintendent, in writing, no later than March 1 of her intent to return to her position for the following school year. If the unit member fails to provide said notification no later than March 1, then the District will terminate the unit member's employment.

The Form on which to request the above-listed leaves is found in [Appendix C – 1](#).

ARTICLE XI **OTHER ABSENCES**

1. Personal Day(s)

With the advance approval of the Superintendent, a unit member may take two (2) personal days per year, not to be deducted from sick leave. In certain emergencies and with the Superintendent's advance approval, other absences with pay may be allowed. Unit members will be allowed to carry over unused Personal Days as of August 31 each year into their accrued Sick Time.

2. Legal Day(s)

With the advance approval of the Superintendent, a unit member may take one (1) day per year with pay may be allowed for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order or other legal appearance not able to be held at another time. Additional days may be used with the approval of the Superintendent.

3. Jury Duty

The School Committee will comply with the terms of the Massachusetts General Laws with the respect to service and compensation of members of the unit who are summoned to perform jury duty.

4. Bereavement

Up to five (5) days per death may be used and not charged to sick leave or any other leave in the event of death of a spouse, child, grandchild, parent, sibling, grandparent, parent-in-law, or any permanent member of the family household. Three (3) days per death may be used for the death of a brother-in-law or sister-in-law. One (1) day per death may be used for the death of any other relative or friend.

5. Observation of Religious Holidays

Individuals covered by this agreement shall be entitled to utilize one (1) additional day with pay for the observance of religious holiday when said holiday falls on a regular workday. A religious holiday shall be defined as a day wherein absence from work is mandated in order to properly comply with the tenets of one's religion.

The Form on which to request the above-listed leaves is found in [Appendix C – 2](#).

ARTICLE XII **INSURANCE**

1. Insurance: Matters involving employer provided health insurance are governed by the provisions of the existing Memorandum of Agreement between the Town of North Andover and the Public Employee Committee dated January 1, 2013 to June 30, 2022.

2. Association Unit members on unpaid leaves of absence shall be entitled to maintain insurance coverage, provided the employee pays full costs under COBRA, unless the Unit member is eligible for more generous insurance benefits under the provision of the Family Medical Leave Act and/or under the provisions of M.G.L. c. 32B.

ARTICLE XIII
RETIREMENT

A unit member who has attained the age of **fifty-five (55)** years or more and has a minimum of **fifteen (15) years of service**, upon retirement will receive a lump sum payment of **\$3,500** in her last paycheck. A unit member who has attained the age of **fifty-five (55)** years or more and has a minimum of **twenty (20)** years of service, upon retirement will receive a lump sum payment of **\$4,500** in her last paycheck. If the unit member announces her retirement prior to August 15th of her last year of service, then she can choose to receive the benefit as an equivalent increase to her hourly rate for the year instead of as a lump sum payment.

The benefit will not be paid in the event that the notice of retirement is withdrawn, and any monies paid under this article must be returned by the end of the fiscal year (June 30), or by the end of the calendar year if withdrawn after March 1.

ARTICLE XIV
REIMBURSEMENT

1. Tuition Reimbursement

An annual amount of \$6,000 will be available for tuition reimbursement.

To be eligible for tuition reimbursement, the course must be pre approved (Tuition Reimbursement Form Appendix H-1) and the course must be successfully completed. An approved course shall be defined as one which has been approved by the Superintendent or designee in advance of registration. Successful completion of the course shall be defined as a grade B- or higher, or if ungraded, receiving full credit for the course. Initial reimbursement for an approved course or courses will not exceed \$1,000 per unit member. Unit members are not eligible for tuition reimbursement until they have reached the first anniversary of their hire date. The steps to follow are:

1. Request approval from the Superintendent or designee to take a college course that will require reimbursement. Indicate on the form the total cost of the course.
2. Approvals will be granted in the order in which the requests are received.
3. If approved for reimbursement, then the member can register for the course. Members can always register for courses for which they will not be requesting reimbursement.

4. Once the course is completed, the member should present the proof of completion with course grade (B- or higher) and proof of payment for the course to the Superintendent or designee. An official transcript is required for proof of completion and grade, and a bank statement or credit card statement along with the course invoice are required for proof of payment.
5. The Business Office will then be notified and reimbursement will be processed in the next warrant cycle following the notification.

In the event that the \$6,000 (and any funds transferred from the Conferences and Workshops account) reimbursement fund has money remaining as of June 1st of the school year, the Superintendent's office will notify the Unit Chair/Co-Chairs, along with the unit members who have been approved for Tuition Reimbursement in the current school year but had already reached the \$1,000 limit. Remaining funds will be evenly distributed among these unit members, but no member will be reimbursed for more than the total cost of their pre-approved course(s).

The Unit Chair/Co-Chairs or designee can request from the District's Business Office an accounting of reimbursement activity at any time. The Committee and the bargaining unit will review tuition reimbursement activity in June of each year to determine if the annual amount available for tuition reimbursement needs to be adjusted.

Professional Development/Seminars/Conferences

An annual amount of \$2,000 will be available for reimbursement for other professional activities.

A unit member may request approval to attend a professional development workshop, seminar or conference during the regularly scheduled workday. All requests must be submitted to the Superintendent or designee.

An approved professional activity shall be defined as one which has been approved by the Executive Director of Special Education, Superintendent or designee in advance of registration.

A unit member that has been approved to attend a professional activity (workshop, seminar, conference) during their scheduled work day will be paid their regular full day's pay.

Reimbursement for the cost of the professional activity is subject to additional approval but shall not restrict the unit member from attending, and shall not exceed \$300 per professional activity (Professional Activities Application Form in [Appendix H-2](#)). Unit members are not eligible for professional activity reimbursement until they have reached the first anniversary of their hire date.

The steps to follow are:

1. The unit member will request approval from the Executive Director of Special Education to attend a professional activity happening during the regular school day. The Executive Director of Special Education will consult with the Principal before making a decision. If approved the unit member will be paid her regular daily rate when attending the professional activity. (Professional Activities Application Form)
2. A member may choose to request reimbursement for the cost of the professional activity (not to exceed \$300 per activity). This request is only for the cost of the professional activity and does not include money for food, lodging or mileage. This request for reimbursement must be included on the approval form.
3. If approved for reimbursement, the unit member will provide documentation of completion of the activity and proof of payment to the Business Office. Reimbursement will be processed in the next warrant cycle following the notification.

If a unit member is **required** by administration to attend a professional activity which occurs during a regular work day, the unit member will be paid her regular full day's pay plus reimbursement for reasonable expenses for fees, meals, lodging and/or transportation incurred while attending. Administration will be responsible for the total cost of **required** Professional Development courses.

If funds remain uncommitted in the Professional Activities account as of June 1 of each year, they will be transferred to the Course Tuition Reimbursement account for distribution to qualified members.

Teaching a course

Unit members who are certified teachers, and are teaching a course to District staff after normal school hours shall be compensated at the same rate of pay as teachers covered under the Professional Development Plan. Compensation may be in the form of 'PDP' s if the unit member elects such compensation in writing,

ARTICLE XV
UNIT MEMBER RIGHTS AND ASSOCIATION RIGHTS

1. Just Cause

No unit member shall be reprimanded, suspended, terminated, reduced in rank or compensation or otherwise disciplined without just cause.

Just cause shall not apply to the end-of-year employment renewal of a unit member until she attains professional status as a member of this Unit in the North Andover School District. Any unit member who is not to be renewed shall be notified no later than June 15.

THE SEVEN GUIDELINES OF JUST CAUSE

- A. Was the employee informed of management's rules and expectations?
- B. Were management's rules and expectations reasonable?
- C. Was adverse action necessary to maintain orderly, efficient procedures in the organization?
- D. Was the employee's infraction investigated and were the procedures used fair?
- E. Has management administered its rules equitably?
- F. Was the employee given an opportunity to improve her conduct?
- G. Was the imposed penalty reasonable?

2. Association Representation

A unit member shall have the right to have an Association representative at any meeting with an administrator(s) related to investigations, discipline, or evaluations.

3. Association Days

Representatives, approved by the Association, shall be granted leave with pay to attend conventions of NEA affiliated bodies, educational conferences or other functions with the approval of the Superintendent. Such approval will not be unreasonably withheld. The maximum number allowed per year is ten (10) days for the entire Unit.

4. Buildings and Facilities

The bargaining unit shall have the right to use school buildings for meetings.

5. CORI Language

In compliance with the provisions of Chapter 385 of the Acts of 2002, the Superintendent of Schools shall request and review CORI checks.

All CORI checks shall be kept in a separate, secure file maintained in the office of the Superintendent. Upon retirement or termination of her employment a unit member may request in writing that she be given her reports. A copy of CORI reports shall be provided to the unit member within ten (10) days of the request.

After review of a CORI report, the Superintendent, if s/he deems it necessary, may meet with the unit member who may, at such meeting, be represented by the Association. Any and all personnel actions resulting from information acquired from a CORI report shall be conducted pursuant to the provisions of the Collective Bargaining Agreement and the General Laws of the Commonwealth of Massachusetts.

6. Personnel Files

School officials of cities and towns keeping records concerning any unit member or her work shall, at the request of the unit member, permit the unit member by appointment to inspect the contents of her personnel folder, files, cards, and records and to make copies of such contents and records as concerns her work or herself.

Nothing shall be placed in a unit member's personnel file of a disciplinary or evaluative nature unless the unit member has seen the document and has had an opportunity to respond or address the document. Further, the document shall not be placed in the personnel file until the unit member has placed her signature on the document. The signature indicates only that the unit member has been provided with a copy of the document and not that she agrees with the content thereof.

7. Mutual Concerns Meetings

A meeting will convene monthly, alternating between after school hours and during the school day, with the Executive Director of Special Education, Assistant Superintendent for Finance and Operations, Director of Human Resources and unit representatives to discuss issues and to resolve problems. There will be a mutual exchange of the agenda.

Human Resources reports will be generated and sent to the members of the Mutual Concerns Committee the 1st of each month. These reports will include a roster by location, a new hire list, a separation list, a seniority list, a longevity list, a list of LTS and Title 1 assistants, and a sick

bank activity and tuition reimbursement update. All reports will be in a format that can be sorted and filtered electronically.

Roster by location will include the following data fields: employee number, last name, first name, location, hire date, service date, permanent date, step, FTE, Pay Type, recurring hourly rate, recurring daily rate, recurring period salary and reference salary.

The new hire list and the temporary/probationary (91 days or more) teaching assistant new hire list will include: hire date, first and last name, location, pay step and pay rate.

The separation list will include separation date, first and last name, location, pay step and pay rate.

The seniority list will include the following data fields: employee number, job class description, last name, first name, service date and FTE.

The longevity list will include the following data fields: employee number, pay type and description, last name, first name, service date, FTE and pay amount.

The sick bank activity report will include: a historical trend, dated current year donations, details of any current year withdraws (name and number of days), and monthly additions for new hires.

LTS and Title I lists will include: first and last name, location, hire dates and assignment dates.

Review of these reports will be a standing agenda item for Mutual Concerns Committee meetings. Additional reports can be added upon agreement by the Mutual Concerns Committee members.

8. Printing of Contract

A printed copy of the contract will be provided to all new unit members upon hire and to any existing unit member upon request.

9. Contract Fidelity

Both sides agree that it is important that the terms of this contract be honored and applied fairly and consistently. Toward this end, discussions regarding “Contract Fidelity” will be made a standing agenda item for the Mutual Concerns Committee (MCC) meetings, and reports will be provided to allow the MCC to monitor contract fidelity. In addition, Principals and Directors will

be provided the results of the contract fidelity review and will be asked to correct any deficiencies.

10. Technology

Unit members will have daily access to technology in the form of a laptop, desktop, ipad, or chromebook as well as technology resources to perform required functions. Upon separation from the district a member will be required to return all school-issued devices by her final work day.

When new technology provided by the District is introduced, members of this unit whose job assignment is relative to the new technology will have the opportunity to attend or be provided training during regular school hours. If training cannot be provided during school hours, then members will be compensated at the member's regular hourly rate for training that occurs outside of school hours.

11. Facilities

Each school will have the following facilities if possible:

- A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
- An appropriately furnished room to be reserved for the exclusive use of the staff as a staff lounge.
- An appropriate work space and a space to secure personal belongings for the unit member in each classroom.
- A communication system so that the unit members can communicate immediate safety concerns to the appropriate personnel.
- A well-lighted and clean staff unisex rest room.
- A separate, private room for nursing mothers.
- A separate, private dining area for the use of the staff.
- An adequate portion of the parking spaces at each school reserved for staff parking
- Telephones in each building for use by the unit members.

ARTICLE XVI **PROTECTION**

1. A unit member will immediately report, in writing, all cases of assault suffered by her in connection with their employment to the Principal. If the alleged assault is perpetrated by the

Principal, then the unit member will immediately report, in writing to the Director of Human Resources.

2. Reports will be forwarded to the Superintendent's office which, to the extent allowed by statute or regulations, will comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved and may act in an appropriate way as liaison between the unit member, the police, and the courts.

3. The Superintendent will post a notice in each school building that will encourage all staff to report matters of health and safety to their supervisors and describe the process that the administration will follow to address any reported health/safety issues in that building.

4. If criminal or civil proceedings are brought against a unit member alleging that she committed an assault in connection with her employment, the Administration may furnish legal counsel to defend him/her in such proceedings if she requests such assistance and shall comply with all laws applicable thereto.

5. The Town of North Andover will provide coverage as per the Sovereign Immunity Law in accordance with Chapter 512 of the Acts of 1978. [Massachusetts Torts Claims Act].

6. Damage or Loss of Property

Unit members will not be held responsible for damage to or loss of school or student property as long as the unit member is not directly responsible for the damage or loss through willful or negligent behavior.

A unit member will be compensated for damage or loss that occurs in the line of duty to personal property that is required to complete the functions of her position and has not been made available by the school district. The request for compensation for damage will be submitted to the Assistant Superintendent of Finance and Operations. A Claims Committee will be established to review and determine the amount of the financial resolution when the unit member is not satisfied with the employer's resolution. The Claims Committee will consist of two (2) members of the Unit and one (1) member of the School Administration. The District will endeavor to provide each member with a safe and secure place to keep her possessions while she is in the worksite, and it will be the responsibility of the member to utilize this space for personal property if the space is provided.

The intent of this article is to reimburse unit members for damage or loss to personal property that occurs in the normal execution of the member's responsibilities and occurs to personal property that is practical for a member to bring or wear to work. [Appendix G](#) (Claim Form) further defines "practical" and provides some examples. If the claim is deemed legitimate by the Claims Committee, the employee will be compensated in a timely manner by the district. The

reimbursement, once determined by the Claims Committee, will be processed in the next scheduled warrant cycle.

ARTICLE XVII
PERSONAL INJURY, INSURANCE, AND ANNUITY BENEFITS

1. Worksite Injury

Whenever a unit member is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of her employment, she will be paid the difference between her full salary and the amount of any workmen's compensation award made for disability due to said injury. Such payments for the period of such absence shall be charged to accumulated sick leave on a pro-rated basis (and said sick leave shall be distributed in the same pro-rated basis) until all accumulated sick leave and sick bank benefits are exhausted.

2. Life Insurance

Unit members will be afforded such life insurance as is annually provided as a benefit to all employees by Town Meeting and the Board of Selectmen.

3. Tax Sheltered Annuities

Federal tax-free payroll deduction is made at the unit member's request. The Association may participate in a tax-sheltered annuity program in accordance with Section 403(b) of the Internal Revenue Code of 1954 (authority to school committees to purchase annuities for certain employees granted by Chapter 466 of the Acts and Resolves of 1963 of the Massachusetts General Court). The Superintendent will grant permission to any insurance company licensed in the State of Massachusetts that has been pre-approved by the District to enter into agreement with individual unit members for a tax-sheltered annuity program provided application is received before December 1 of the current school year and provided that the agreement or agreements are made with one (1) company resulting in one (1) deduction.

4. Section 125 Pre-tax Plan

The Committee agrees to implement a Section 125 pre-tax plan that shall provide for insurance premium payments, a dependent care account plan, and uninsured medical and dental expenses. The Association agrees to work with the Committee and the Town of North Andover in order to monitor and assess the administration of the plan.

ARTICLE XVIII
GRIEVANCE PROCEDURE

1. Definitions

A. A grievance shall mean any complaint arising from any alleged violation, misinterpretation, or misapplication of this agreement.

B. For this Article only, “days” shall mean school days exclusive of Saturdays, Sundays, federal holidays, state holidays, **days cancelled by the District** and scheduled vacation periods during the school year.

2. Purpose

A. The **Association** and the Committee desire that such grievance procedure shall be as informal and confidential as may be appropriate for the grievance at the procedural level involved.

B. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which from time to time may arise and affect the wages, hours and conditions of employment of the employees covered by this Agreement.

3. Procedure

A. Any unit member may be represented at all stages of the grievance procedure by a union representative.

B. Decisions rendered at all levels of the procedure will be transmitted in writing to the grievant(s).

C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum. The time limits may be enlarged or contracted by mutual agreement of the parties. It may also be mutually agreed upon by both parties involved at any time at Levels One through Three of the Grievance Procedure that the amount of waiting time specified before proceeding to the next level be waived.

D. If a grievance affects a group or class of Association members, the Association may submit such grievance beginning at Level II. The Association may process such a grievance even though all the aggrieved persons do not wish to do so.

Level One

Within ten (10) school days of the occurrence of the alleged grievance or first knowledge thereof, the employee shall discuss the grievance with her immediate supervisor with the objective to resolve the matter informally.

Level Two

If the grievance is not resolved within five (5) school days after the Level One meeting takes place, it may be submitted in writing to the Superintendent within five (5) school days after the Level One reply is due.

The Superintendent or the Superintendent's designee shall meet with the grievant(s) for the purpose of discussing the grievance within five (5) school days of receipt of the written grievance. Within five (5) additional school days, the Superintendent shall render a written reply to the grievant(s).

Level Three

If the grievance is not resolved satisfactorily at Level Two, the grievant(s) may submit the matter to the School Committee within five (5) school days of the date the Superintendent's reply is due.

Within ten (10) school days after the receipt of the grievance, the School Committee shall meet with the grievant(s) to discuss the grievance. The School Committee shall render its decision, in writing, within five (5) school days of the conclusion of the meeting.

Level Four

If the grievance is not resolved, the Association may, within ten (10) school days after the decision is due at Level Three, file a written request for arbitration with the Department of Labor Relations.

The decision of the arbitrator shall be final and binding on all the parties.

The fees and expenses of the arbitrator and Department of Labor Relations shall be borne equally by the Association and the Committee.

4. No Reprisals

No reprisals of any kind will be taken by the Committee or by any member of the Administration against a party in interest, any member of the Association, or any participant in the grievance procedure by reason of such participation.

ARTICLE XIX
DUES DEDUCTION

Dues for the Local, State and National Associations, where authorized individually and voluntarily by employee, shall be deducted in equal installments from the unit member's pay check and forwarded to the North Andover Teachers Association Treasurer twice per month.

ARTICLE XX
EVALUATION

1. The primary purpose of evaluation shall be to help the unit member improve her performance. The unit member will be informed in writing before the beginning of the school year whether she is being evaluated that year. Observation and Evaluation forms can be found in [Appendix D](#).
2. Unit Members in the First Three Years of Employment. Each unit member shall be observed twice prior to the evaluation being written. The first observation shall occur no later than November 1; the second observation shall occur no later than March 1. The unit member shall receive her written evaluation no later than April 15. Evaluation of a unit member in the first three (3) years of her employment shall occur on a yearly basis.
3. Unit Members in the Fourth Year of Employment and Thereafter. Once the unit member begins her fourth year of employment, she will be evaluated every other year beginning with the fifth year of her employment. The observation of the unit member shall consist of one (1) observation no later than November 1, unless the evaluator deems a second observation is warranted. In such a case, the evaluator shall notify the unit member in writing that she shall be observed a second time; that observation shall be completed by March 1. The unit member shall receive her written evaluation no later than April 15.
4. A unit member may respond in writing to any observation or evaluation in which case it shall be attached to the file copy of the observation/evaluation in question.
5. All monitoring or observation of the unit member shall be conducted openly. The use of eavesdropping, closed-circuit television, public address or audio systems and/or similar surveillance devices shall be strictly prohibited. All observations and evaluations are to be reduced to writing.
6. The parties to the Agreement recognize that in the interest of better work performance, those with responsibility for observing/evaluating unit members have a continuing responsibility to

provide the unit member with suggestions for improvement in order that the unit member be able to address areas of concern in her performance.

7. Observation/Evaluation of members of the bargaining unit shall not be conducted by members of Unit A or by the unit member's peers, [but will include input from the teacher(s) who work(s) with the unit member being evaluated.]

8. The parties agree that the Principal, Assistant Principal, Building Special Education Director or a designee determined by the Executive Director of Special Education shall be identified as an evaluator and a) shall observe, evaluate, and b) write the evaluation of the members of the bargaining unit.

9. Each observation of a unit member shall be a minimum of ten (10) minutes in length. A unit member will be informed within twenty-four (24) hours that an observation was conducted. The observation shall be reduced to writing and a copy given to the unit member within five (5) school days of the observation. The unit member has the right to discuss and/or respond in writing to the observation material with her evaluator; however, a unit member's observation resulting in performance concerns shall be followed by a personal conference between the unit member and her evaluator for purposes of explaining and clarifying the written observation report. An observation and/or evaluation is considered complete when the employee receives the written copy for signature.

10. A unit member's evaluation resulting in "Needs Improvement" or an "Unsatisfactory" rating in any respect shall be followed by a personal conference between the unit member and her evaluator for purposes of explaining and clarifying the written evaluation report. The personal conference shall be held within five (5) school days after the unit member receives the evaluation report. The evaluator shall conduct an additional observation which shall not be counted as one of the two (2) observations required by this Article no sooner than twenty (20) school days after the personal conference.

11. A schedule of observations and evaluations by building shall be created and distributed to building principals and Mutual Concerns Committee members by Human Resources no later than September 15. New hires after September 15 will be added to this schedule and shared as above. A list of completed observations by building completed by November 1 shall be shared with the members of the Mutual Concerns Committee no later than November 15 or the first meeting following November 15; a list of completed observations by building completed by March 1 or the first meeting following March 1 shall be shared with the members of the Mutual Concerns Committee no later than March 15; a list of completed evaluations by building completed by April 15 shall be shared with the members of the Mutual Concerns Committee no later than April 30.

12. Each year by June 1 the parties will meet to review the efficacy of the evaluation procedure including the evaluation form, as part of the Mutual Concerns Committee. If the parties

determine there is a need for changes, they will negotiate the changes, and the parties shall ratify the changes which shall then become incorporated into the collective bargaining agreement.

ARTICLE XXI
ACCEPTANCE OF NON-RESIDENT CHILDREN OF UNIT MEMBERS
IN THE NORTH ANDOVER SCHOOLS AND OTHER PROGRAMS

A unit member who is not a resident of the Town will have the option, at no cost, of having her child(ren) attend the regular education program of the North Andover School System. This does not apply to tuition programs and is subject to the availability of space as decided by the Superintendent on an annual basis. Such approval shall not be unreasonably withheld. It is further understood that if a child(ren) of a unit member is approved to attend the North Andover Schools, such attendance shall not be grounds for a unit member's grievance concerning workload, nor shall such attendance be calculated as part of a unit member's load in cases of such grievances. Attendance by the child of a unit member is subject to the unit member's continued employment and compliance with the relevant student discipline code and state law pertaining to student discipline.

ARTICLE XXII
DURATION AND REOPENING

This Agreement shall become effective as of September 1, 2020 and shall remain in full force and effective through August 31, 2023, and shall continue in force from year to year thereafter unless and until either party gives the other party written notice, on or before October 15 of the calendar year preceding the year in which this Agreement expires, of its desire to terminate or modify same. If said notice is provided, negotiations for a successor Agreement shall commence promptly after October 15 of the calendar year preceding the year in which this Agreement expires.

Except as amended hereby, said Agreement shall remain in full force and effect subject to all terms and conditions set forth therein.

[Signature Page](#)

APPENDIX A

APPENDIX A-1
SALARY SCHEDULES
September 1, 2020 - August 31, 2023

Year One - 2020-2021

Years	Hourly Rate	Annual Salary*	Years	Hourly Rate	Annual Salary*
1	\$18.00	\$21,294.00	11	\$25.03	\$29,610.49
2	\$18.50	\$21,885.50	12	\$25.53	\$30,201.99
3	\$19.00	\$22,477.00	13	\$26.03	\$30,793.49
4	\$21.00	\$24,843.00	14	\$26.53	\$31,384.99
5	\$22.78	\$26,948.74	15	\$27.03	\$31,976.49
6	\$23.03	\$27,244.49	16	\$27.58	\$32,627.14
7	\$23.33	\$27,599.39	17	\$28.13	\$33,277.79
8	\$23.68	\$28,013.44	18	\$28.68	\$33,928.44
9	\$24.08	\$28,486.64	19	\$29.23	\$34,579.09
10	\$24.53	\$29,018.99	20	\$29.83	\$35,288.89

Year Two - 2021-2022

Years	Hourly Rate	Annual Salary*	Years	Hourly Rate	Annual Salary*
1	\$18.54	\$21,932.82	11	\$25.53	\$30,201.99
2	\$18.87	\$22,323.21	12	\$26.04	\$30,805.32
3	\$19.38	\$22,926.54	13	\$26.55	\$31,408.65
4	\$21.42	\$25,339.86	14	\$27.06	\$32,011.98
5	\$23.23	\$27,481.09	15	\$27.57	\$32,615.31
6	\$23.49	\$27,788.67	16	\$28.13	\$33,277.79
7	\$23.79	\$28,143.57	17	\$28.69	\$33,940.27
8	\$24.15	\$28,569.45	18	\$29.25	\$34,602.75
9	\$24.56	\$29,054.48	19	\$29.81	\$35,265.23
10	\$25.02	\$29,598.66	20	\$30.42	\$35,986.86

Year Three - 2022-2023

Years	Hourly Rate	Annual Salary*	Years	Hourly Rate	Annual Salary*
1	\$19.10	\$22,595.30	11	\$26.04	\$30,805.32
2	\$19.25	\$22,772.75	12	\$26.56	\$31,420.48
3	\$19.77	\$23,387.91	13	\$27.08	\$32,035.64
4	\$21.85	\$25,848.55	14	\$27.60	\$32,650.80
5	\$23.70	\$28,037.10	15	\$28.12	\$33,265.96
6	\$23.96	\$28,344.68	16	\$28.69	\$33,940.27
7	\$24.27	\$28,711.41	17	\$29.26	\$34,614.58
8	\$24.63	\$29,137.29	18	\$29.84	\$35,300.72
9	\$25.05	\$29,634.15	19	\$30.41	\$35,975.03
10	\$25.52	\$30,190.16	20	\$31.03	\$36,708.49

*Based on a 6.5 hour work day.

APPENDIX A – 2
STIPENDS

Stipends for Athletics and Extracurricular Activities

1. Student activities outside the school day are integral to the total education of our students. While these activities provide great benefits to students, they hold differing requirements and expectations for the adult advisors who supervise them. Since these activities are fully dependent on student participation, the parties agree some flexibility is needed when changes occur.
2. Any stipend paid to a member of the bargaining unit will contribute to the base salary for the purpose of retirement pension.
3. The decision whether to fund any stipend rests solely with the Committee.
4. Any new stipend position created by the Committee will be negotiated between the parties to determine duties of the position and compensation.
5. All stipend positions are for a term of one (1) year and require annual reappointment by the Principal. By June 15th, the Committee will decide which stipends shall be funded for the following year. A list of the funded stipends and personnel in those positions will be provided to the NATA by October 1st. At the discretion of the Principal, a stipend position may be split between two (2) or more people as long as the following criteria are met:
 - A. The total stipend amount remains the same.
 - B. The split is a sharing of current stipend responsibilities. A new stipend or new title or additional responsibilities cannot be created by splitting an existing stipend.
6. All stipend positions will be filled using the following procedure:
 - A. The position will be posted via the North Andover Public School website at least thirty (30) days prior to date of appointment.
 - B. The posting will include the qualifications, duties and compensation for the position.
 - C. Unit members interested in applying for a position will submit an internal application through the NAPS website.
7. All Coaches (Varsity, Assistant, JV & Freshman) shall receive a written evaluation annually. The Director of Athletics shall meet with the Head Coach to discuss the evaluation no later than thirty (30) days following the official end of the season. The Head Coach will evaluate the Assistant/JV/Freshman coaches no later than forty-five (45) days following the official end of the season. The parties agree the evaluation document outlined in Appendix B shall be used until such time as the parties agree to any change.

8. Activity advisors will submit a summary report to the Principal by June 1st.

9. Changes to Stipend amounts in the NATA agreement will require a Memorandum of Agreement between the parties to adjust the stipend amounts in this appendix.

Athletic Stipends: Stipends for athletics shall be paid based on tiers. Tiers are based on number of participants, practice hours and number of games and shall be paid as follows:

<u>Tier</u>	<u>Stipend</u>
Tier 1	\$10,225
Tier 2	\$6,340
Tier 3	\$4,602
Tier 4	\$3,579
Tier 5	\$3,272
Tier 6	\$2,557
Tier 7	\$8,000
Tier 8	\$2,000
Tier 9	\$3,350

FALL SPORTS

Varsity Football	Tier 1
Varsity Boys Soccer	Tier 2
Varsity Field Hockey	Tier 2
Varsity Girls Soccer	Tier 2
Varsity Girls Volleyball	Tier 2
Varsity Cross Country	Tier 3
Varsity Girls Swimming	Tier 3
Varsity Golf	Tier 3
Cheerleading- Fall	Tier 4
Football- Assistant 1	Tier 4
Football- Assistant 2	Tier 4
Freshman Boys Soccer	Tier 5
Freshman Field Hockey	Tier 5
Freshman Football	Tier 5
Freshman Girls Soccer	Tier 5
Freshman Girls Volleyball	Tier 5
JV Boys Soccer	Tier 5
JV Field Hockey	Tier 5
JV Football	Tier 5
JV Girls Soccer	Tier 5
JV Girls Swimming	Tier 5
JV Girls Volleyball	Tier 5
Varsity Cross Country- Assistant	Tier 5
Freshman Football- Assistant	Tier 6
Fall Athletic Trainer	Tier 7

Fall Equipment Manager	Tier 8
Fall Strength & Conditioning	Tier 9

WINTER SPORTS

Varsity Boys Basketball	Tier 2
Varsity Boys Indoor Track	Tier 2
Varsity Girls Basketball	Tier 2
Varsity Girls Indoor Track	Tier 2
Varsity Ice Hockey	Tier 2
Varsity Wrestling	Tier 2
Varsity Boys Swimming	Tier 3
Varsity Gymnastics	Tier 3
Varsity Ski	Tier 3
Cheerleading- Winter	Tier 4
Freshman Boys Basketball	Tier 5
Freshman Girls Basketball	Tier 5
Freshman Ice Hockey	Tier 5
JV Boys Basketball	Tier 5
JV Boys Swimming	Tier 5
JV Girls Basketball	Tier 5
JV Ice Hockey	Tier 5
JV Ski	Tier 5
JV Wrestling	Tier 5
B/G Indoor Track Assistant 1	Tier 5
Varsity B/G Indoor Track Assistant 2	Tier 5
Varsity B/G Indoor Track Assistant 3	Tier 5
Varsity Ice Hockey- Assistant	Tier 5
Varsity Wrestling- Assistant	Tier 5
Winter Athletic Trainer	Tier 7
Winter Equipment Manager	Tier 8
Winter Strength & Conditioning	Tier 9

SPRING SPORTS

Varsity Baseball	Tier 2
Varsity Boys Lacrosse	Tier 2
Varsity Boys Outdoor Track	Tier 2
Varsity Boys Volleyball	Tier 2
Varsity Girls Lacrosse	Tier 2
Varsity Girls Outdoor Track	Tier 2
Varsity Softball	Tier 2
Varsity Boys Tennis	Tier 3
Varsity Girls Tennis	Tier 3
Freshman Baseball	Tier 5
Freshman Boys Lacrosse	Tier 5
Freshman Boys Volleyball	Tier 5

Freshman Girls Lacrosse	Tier 5
Freshman Softball	Tier 5
JV Baseball	Tier 5
JV Boys Lacrosse	Tier 5
JV Boys Volleyball	Tier 5
JV Girls Lacrosse	Tier 5
JV Softball	Tier 5
Varsity B/G Outdoor Track Assistant 1	Tier 5
Varsity B/G Outdoor Track Assistant 2	Tier 5
Varsity B/G Outdoor Track Assistant 3	Tier 5
Spring Athletic Trainer	Tier 7
Spring Equipment Manager	Tier 8
Spring Strength & Conditioning	Tier 9

Fall sport stipends will be included in the first paycheck in November. Winter sport stipends will be included in the first paycheck in March. Spring sport stipends will be included in the first paycheck in June.

Extra-Curricular Stipends for activities shall be paid as follows:

ES Atkinson Advisor	\$767.00
ES Atkinson Choice	\$767.00
ES Franklin Advisor	\$767.00
ES Franklin Choice	\$767.00
ES Kittredge Advisor	\$767.00
ES Kittredge Choice	\$767.00
ES Sargent Advisor	\$767.00
ES Sargent Choice	\$767.00
ES Thomson Advisor	\$767.00
ES Thomson Choice	\$767.00

Elementary “Choice” positions are intended for one (1) additional activity at each school as designated by the Principal in the area of Civics, Fine Arts, Academics or Technology.

Elementary “Advisor” positions are intended to lead a Student Council at each school. If the “Advisor” position is not filled, the principal may choose to create a second “Choice” position.

HS Band Assistant	\$2,250.00
HS Band Color Guard	\$1,534.00
HS Band Director	\$7,669.00
HS Band Drill Instructor	\$1,534.00
HS Band Percussion	\$1,534.00
HS Best Buddies #1	\$1,023.00
HS Best Buddies #2	\$1,023.00
HS DECA #1	\$3,068.00

HS DECA #2	\$3,068.00
HS Drama Fall Play	\$1,023.00
HS Drama Festival	\$2,045.00
HS Drama Guild	\$2,045.00
HS Environmental Club	\$1,023.00
HS Freshman Class #1	\$2,000.00
HS Freshman Class #2	\$2,000.00
HS Gender & Sexuality Alliance	\$512.00
HS H.E.A.L. Club	\$512.00
HS Junior Class #1	\$3,500.00
HS Junior Class #2	\$3,500.00
HS Literary Magazine	\$1,534.00
HS Math Team	\$1,534.00
HS Model UN	\$1,534.00
HS Musical Assistant	\$1,023.00
HS Musical Choreographer	\$512.00
HS Musical Director	\$3,579.00
HS Musical Pit Orchestra	\$614.00
HS Musical Vocal Director	\$614.00
HS National Honor Society	\$2,557.00
HS Newspaper	\$2,557.00
HS Rally Coord	\$1,023.00
HS Robotics	\$2,045.00
HS S.A.D.D.	\$1,023.00
HS Science Team	\$1,534.00
HS Senior Class #1	\$4,500.00
HS Senior Class #2	\$4,500.00
HS Sophomore Class #1	\$2,500.00
HS Sophomore Class #2	\$2,500.00
HS Student Council	\$3,068.00
HS Yearbook	\$3,579.00
HS Yearbook Assistant	\$3,068.00
MS After Hours Coordinator	\$1,688.00
MS Drama Play Director	\$2,045.00
MS Gender & Sexuality Alliance	\$512.00
MS Geography Advisor	\$512.00
MS Jazz Band Director	\$1,534.00
MS 6th Grade Advisor	\$1,632.00
MS 7th Grade Advisor	\$1,632.00
MS 8th Grade Advisor	\$1,632.00
MS Math Counts	\$1,841.00
MS Musical Assistant	\$1023.00
MS Musical Choreographer	\$614.00
MS Musical Director	\$4,602.00
MS Musical Set Builder	\$614.00

MS Musical Sound Director	\$614.00
MS News/Literary Magazine	\$1,534.00
MS Robotics #1	\$1,023.00
MS Robotics #2	\$1,023.00
MS Yearbook	\$1,534.00

Activity stipend payouts will be split in two equal payments. The first payment will be included in the first paycheck in December. The second payment will be included in the first paycheck in May.

Additional Stipends:

ISS Coordinator Stipend	\$1,500 to \$3,000
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APPENDIX A – 3
AUTHORIZATION FOR ADDITIONAL COMPENSATION
SUBSTITUTING FOR A TEACHER

Pursuant to ARTICLE VIII, Compensation, I hereby request the following times to be compensated.

Substituting for a Teacher When a teacher is absent and the unit member is asked to substitute, the unit member, at her discretion, may perform substitute duties for that teacher. The unit member shall have the option to decline. When a lead teacher is absent in a classroom setting with multiple unit members, the unit member assigned to substitute will be determined on a rotating basis.

When a unit member agrees to substitute in a teacher’s position, she will be compensated an additional hourly amount equal to the ISS full day rate divided by 6.5 but no less than \$11.54/hour. Any time worked less than an hour will be compensated in fifteen (15) minute increments prorated at the ISS hourly rate. Any portion of a fifteen (15) minute increments will be paid at the fifteen (15) minute increment rate. Eligibility for the additional pay will not occur until a unit member has substituted for at least fifteen (15) minutes.

Request for compensation shall be submitted weekly to the building Principal/Principal’s Designee.

 School

 Unit Member

Date*	Teacher*	Reason	# Hours Covered* (.25 increments)

***Indicates Required Data in Above Table**

 Unit Member Signature/Date

 Principal/Supervisor Signature/Date

APPENDIX A – 4
REQUEST FOR PAYMENT OF APPROVED ADDITIONAL COMPENSATION

Name: _____ School/Location: _____

Supervisor: _____

Pay types:

- 1 Arrival and Dismissal Duties, (bus, car pick-up or drop off, walker, morning recess)
- 2 Home Visits
- 3 After-school Activities
- 4 Tutor
- 5 Paid Committee Work

Work/Project/Assignment: _____

Dates	# hours	Pay Type (1,2,3,4,5)

 Unit Member Signature Date

 Principal/Supervisor Date

Form is due in the Payroll Office by Friday afternoon prior to the week of the payroll in which it is to be processed. Incomplete and/or unsigned timesheets will not be processed until the incompleteness is corrected and/or the signature is on the form. Any questions should be directed to the Payroll Office.

APPENDIX B
SICK LEAVE BANK REQUEST FORM

The sick leave bank has been established for use by eligible unit members whose earned sick and personal leave accumulation has been exhausted from a prolonged illness, medically required surgery, or injury and documented in writing by a physician.

The application must be submitted in original format no earlier than ten (10) school days prior to a unit member exhausting all of her own personal sick leave days.

Name: _____ School/Location: _____

Date of Request: _____

Date sick and personal leave is exhausted: _____ Number of days requested: _____

Reason for request:

Attach certification from a health care provider that the unit member's condition prevents the unit member from performing her regular duties.

The administration reserves the right to verify the authenticity of any required documentation.

I am aware that if additional days are required, I must submit a new application as well as provide additional documentation from the health care provider. Unit members will not receive compensation without the required documentation. Payment cannot be processed until all required approvals are submitted to Payroll.

Unit Member Signature

Date

Any grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed twenty (20) days. Upon completion of any grant of sick leave days by the Sick Leave Bank Committee, additional days may be granted upon demonstration of continued eligibility by the applicant. No unit member shall be granted more than one hundred eighty two (182) sick leave days for the same illness by the Sick Leave Bank Committee.

Approved: _____ #of days _____ Not approved: _____

Sick Leave Bank Committee Member Signature & Date

Sick Leave Bank Committee Member Signature & Date

The Sick Leave Bank Committee shall respond to all applications no later than ten (10) school days from receipt of completed application and all required documentation.

Director of Human Resources

Date

APPENDIX C
APPENDIX C -1
REQUEST FOR EXTENDED LEAVE FORM

Name School/Location

Pursuant to ARTICLE X, Extended Leaves of Absence, I hereby request the following leave:

1. Voluntary/Involuntary Unpaid Personal Illness Leave

Duration of Leave: From _____ to _____

Anticipated Date of Return: _____

Estimated # of leave days: _____

2. Parental Leave (Birth Parent, Non-birth Parent, Adoptive/Foster Parent)

Duration of Leave: From _____ to _____

Anticipated Date of Return: _____

Estimated # of leave days: _____

3. Military Leave

Duration of Leave: From _____ to _____

Anticipated Date of Return: _____

Estimated # of leave days: _____

Unit Member Signature Date

Principal/Supervisor Signature Date

HR USE:

Approved

Not Approved (Provide reason(s) for denial): _____

Superintendent/Designee Signature Date

APPENDIX C - 2
OTHER ABSENCES (ARTICLE XI)

Name School/Location

Pursuant to Article XI, Other Absences, I hereby request the following leave:

- _____ Personal Day(s)
- _____ Legal Day(s)
- _____ Jury Duty
- _____ Bereavement
- _____ Religious Holiday

Requested Leave Date(s) _____

Unit Member Signature Date

Principal's Signature Date

HR USE:

_____ Approved _____ With Pay _____ Without Pay

_____ Not Approved (Provide reason(s) for denial):

Superintendent/Designee Date

APPENDIX D
APPENDIX D – 1
OBSERVATION FORM

Name: _____ School/Location: _____

Evaluator: _____ Date of Observation: _____

Commendations:

Concerns, if any (*Any concerns noted during an observation must be written down and documented with specific examples.*):

Recommendations:

Unit member Signature: _____ Date: _____
Signature indicates receipt of this document and not agreement with its contents

Evaluator Signature: _____ Date: _____

The written observation must be provided to the unit member within five (5) school days of the observation.

Unit members have the opportunity to respond to this form in writing.

APPENDIX D – 2
EVALUATION FORM

Name: _____ School/Location: _____

Evaluator: _____ Date of Evaluation: _____

Instructions

This form is intended to record the evaluator’s assessment of the above-named individual’s job performance during the school year shown. The purposes of evaluation are to recognize the individual’s performance and to improve less than satisfactory performance.

This form is to be completed and signed by the evaluator and provided to the unit member no later than April 15. The unit member will have the opportunity to meet with the evaluator.

The evaluator will check the box that best reflects her judgment of the unit member’s job performance through the school year in each area.

Any mark of *Needs Improvement* or *Unsatisfactory* **REQUIRES** a comment by the evaluator.

Standards

Proficient: This rating is given to a unit member who demonstrates a thorough understanding of the standard, practices the standards continuously, and works independently without constant supervision. The unit member may be called on to collaborate with others on special projects or assignments.

Needs Improvement: This rating is given to a unit member who demonstrates an emerging understanding of the standards, demonstrates partial knowledge of the standard’s elements on a regular basis and/or demonstrates knowledge on an inconsistent basis, but still needs improvement.

Unsatisfactory: This rating may be given to a unit member that does not meet expectations in one (1) or more of the four (4) areas. A Performance Improvement Plan will be developed with the intent to improve the areas of deficiency. The Performance Improvement Plan will be developed in conjunction with the unit member, evaluator and a NATA representative.

PERFORMANCE AREA	LEVEL OF PERFORMANCE		
JOB PERFORMANCE & ORGANIZATION	Proficient	Needs Improvement*	Unsatisfactory*
<ul style="list-style-type: none"> Reviews IEP accommodations and modifications with appropriate professionals to ensure ongoing student success 			
<ul style="list-style-type: none"> Displays interest and enthusiasm at work 			
<ul style="list-style-type: none"> Maintains regular attendance and is punctual 			
<ul style="list-style-type: none"> Demonstrates ability to manage complex/varied tasks simultaneously 			
<ul style="list-style-type: none"> Supervises students as directed 			
<ul style="list-style-type: none"> Demonstrates flexibility and adjusts to change 			
<ul style="list-style-type: none"> Demonstrates initiative and resourcefulness 			
<ul style="list-style-type: none"> Uses work time productively 			
Comments*:			
Overall Rating			

PERFORMANCE AREA	LEVEL OF PERFORMANCE		
	Proficient	Needs Improvement*	Unsatisfactory*
INSTRUCTIONAL KNOWLEDGE & SKILLS			
<ul style="list-style-type: none"> Implements IEP/504 goals under the direction of the Special Education Teacher, classroom teacher and or specialist 			
<ul style="list-style-type: none"> Provides support services in all environments of the school setting 			
<ul style="list-style-type: none"> Works well with groups or individual students 			
<ul style="list-style-type: none"> Is successful in the reinforcement of skills 			
<ul style="list-style-type: none"> Maintains confidentiality of individual students and their families 			
<ul style="list-style-type: none"> Attends in-service professional development activities appropriate to their position. 			
<ul style="list-style-type: none"> Completes tasks as directed 			
Comments*:			
Overall Rating			

PERFORMANCE AREA	LEVEL OF PERFORMANCE		
INTERPERSONAL RELATIONS & COMMUNICATIONS WITH STUDENTS	Proficient	Needs Improvement*	Unsatisfactory*
<ul style="list-style-type: none"> Establishes and maintains age appropriate boundaries 			
<ul style="list-style-type: none"> Uses developmentally and age appropriate language, strategies, equipment, materials, and technologies in a manner that facilitates student learning 			
<ul style="list-style-type: none"> Carries out instructions related to methods or techniques to be used with students 			
<ul style="list-style-type: none"> Manages student behavior effectively 			
<ul style="list-style-type: none"> Promotes student safety 			
<ul style="list-style-type: none"> Demonstrates an understanding of student differences 			
<ul style="list-style-type: none"> Exhibits patience and appropriate expectations with students 			
Comments*:			
Overall Rating			

PERFORMANCE AREA	LEVEL OF PERFORMANCE		
INTERPERSONAL RELATIONS & COMMUNICATIONS WITH ADULTS	Proficient	Needs Improvement*	Unsatisfactory*
<ul style="list-style-type: none"> • Accepts guidance and constructive suggestions; seeks clarification if needed 			
<ul style="list-style-type: none"> • Is a cooperative team member and supports district values and mission 			
<ul style="list-style-type: none"> • Consults with special education teachers as needed 			
<ul style="list-style-type: none"> • Is tactful and considerate of others 			
Comments*:			
Overall Rating			

Additional comments by evaluator:

Unit member's comments:

Unit Member Signature & Date

Evaluator Signature & Date

Unit member's signature only indicates receipt and review of this evaluation. The original will be placed in the unit member's personnel file.

APPENDIX D – 3
PERFORMANCE IMPROVEMENT PLAN

Complete this section for **each** of the four (4) performance areas noted as *NEEDS IMPROVEMENT* or *UNSATISFACTORY*. Use a separate page for each performance area so noted.

Area(s) for Improvement:

Action Plan/Measurements:

District Resources/Supports:

Target date(s):

Evaluator's Signature: _____ Date: _____

Unit Member comments:

Unit Member Signature: _____ Date: _____

Original to: Unit member's personnel file
Copies to: Principal
Bldg. Special Ed. Director
Unit Member

APPENDIX E
GUIDELINES FOR TOILETING INCIDENTS

1. The unit member will be in visual/oral communicating distance with another adult at all times working with children.
2. Child who has a toileting accident will be removed to the nearest bathroom if possible. (Near the front of the building, the Nurse's bathroom is the one of choice.) Nearest adult is called to assist.
3. Fire drill procedure will be used for the remainder of class if the toileting emergency occurs while the child is among classmates and is obvious and severe.
4. Clean up will be accomplished by the Nurse or Health Aide. (When not a normal/routine part of the unit member's duties to a particular student.) Parent will be notified and incident documented.
5. Parent shall be called for a change of clothes/changing/shower/bath as appropriate (at home or in school, as appropriate). After the clean up the child can/will return to class.
6. Child is to be given the opportunity to use the toilet several times during the day.
7. Appropriate supplies (rubber gloves, etc) are to be on site in the classrooms and toilet areas.

APPENDIX F
JOB DESCRIPTION

JOB TITLE: Teaching Assistant

LOCATION: Early Childhood Center, Elementary, Middle School, High School, and TOPS Program

REPORTS TO: Is under the **immediate direction** of the Special Education Teacher/liaison and/or classroom teacher.

Is under the **general direction** of the Building Principal/Special Education Administrator.

EVALUATED BY: Principal/Designee and/or Special Education Administrator with input from Special Education Teacher/liaison and/or classroom teacher.

GENERAL DESCRIPTION: The teaching assistant will assist in all aspects of assigned student(s) in the integrated education and/or sub separate program as coordinated by the Special Education liaison and in accordance with the Individual Education Program (IEP).

QUALIFICATIONS:

- High school diploma or GED, required
- Associate's degree or higher in related field and previous experience/training (e.g., education, child development, psychology, etc); preferred
- Degree or certification related to behavior management with a minimum of **six (6)** months of experience working with children with developmental delays , preferred
- Background in working with children with disabilities, preferred
- Familiarity in reading and understanding IEPs, preferred
- Demonstrates ability to manage complex/ varied tasks simultaneously
- Excellent personal and communication skills in working with school personnel and community members and with a high level of confidentiality
- Some special education teaching assistants may be assigned to work with an individual student and will need to meet specific qualifications

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Works with assigned student(s) throughout the total school environment to implement goals and objectives of the Individual Education Programs under the direction of the special education teacher and/or classroom teacher.
- Under the direction of the special education teacher and specialists, use developmentally and age appropriate strategies, language, equipment, materials, and technologies in a manner that facilitates student learning.
- May provide one-to-one and/or small group instruction and assistance in accordance with the student's IEP and under the direction of the special education teacher, related service provider and/or classroom teacher.
- Collect student data for reporting purposes as determined by the special education teacher, related service provider, BCBA, and/or classroom teacher.
- May assist special education teacher in collecting student work, supervising tests and make-up work as determined by the special education teacher and specialist.
- Maintains confidentiality of individual students and their families.
- May assist students with Activities of Daily Living (ADL) as determined by their IEP and/or specific disability when such assistance is required on a regular basis. ADL's include but are not limited to hygiene, feeding, mobility, wheelchairs, etc. This will be determined on an individual basis at the time of hire.
- If the assignment requires toileting duties, the teaching assistant will be informed in writing at the time of hire or if program needs change.
- Attend in-service professional development activities appropriate to their position.
- Participates in ongoing training scheduled/provided by the district including;
 - training and implementation of behavior support plans based on the function of behavior, interventions using the principles of Applied Behavior Analysis (ABA) (e.g., discrimination, differential reinforcement, extinction, shaping, etc)
 - de-escalation strategies and behavior management techniques that promote the safety of self and students (body positioning, physical management techniques, universal precautions, proper lifting techniques, etc).

- Implements applied behavior analysis (ABA) principles and behavior support plans under the direction of the district BCBA or qualified district employees.
- Other duties as assigned by the Building Principal, Special Education Administrator and/or district BCBA.

WORKING CONDITIONS: Working in a school setting. This job is performed in a generally clean and healthy indoor environment with work inside about 85% of the time and work outside about 15% of the work schedule. The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing and/or pulling and significant fine finger dexterity. Generally the job requires 20% sitting, 40% walking, and 40% standing. In special circumstances the employee may be required to move up to thirty-five (35) pounds such as adaptive equipment and supplies and also work with members of the team to address student's physical needs (e.g. positioning students under the direction of the physical therapist, bathrooms needs, etc.) and up to fifty (50) pounds if the Teaching Assistant has had Safety Care Training or is assigned to a multiple supports classroom.

WORK YEAR: 182 days (10 month)

TERMS OF EMPLOYMENT: As negotiated by the North Andover School Committee and the North Andover Professional Support Association.

APPENDIX G
CLAIM FORM

Claim Form

Damage or Loss of Personal Property for North Andover Professional Support Association

Steps to Follow

1. Complete this form with as much detail as possible. (Use the back if you need more space.)
2. Contact Assistant Superintendent for Finance and Operations immediately to report the incident and to submit your claim.
3. If this initial claim is not approved, the Assistant Superintendent for Finance and Operations will immediately send this form on to the union's Claims Committee for a second review.
4. The Claims Committee will review the claim and will make a decision in five (5) days or less. A member of the Claims Committee will be in contact with you.
5. If the claim is approved by the Committee for reimbursement, the amount will be disbursed to you in a check processed in the next town warrant (roughly two weeks).

Part 1: Item(s) Damaged or Lost Date of incident: _____

Part 2: Value of the Item(s) \$ _____

Part 3: Description of Incident Related to Loss of Damaged Property

Name: _____ Email: _____

Date: _____ Signature: _____

Examples of Loss or Damage that are eligible for reimbursement (While performing the functions of the position, and not due to the negligence of the employee):

- Damage to clothing appropriate for the job.
- Wedding/Engagement rings.
- Electronic devices (including cell phones) required for the functioning of the position.

Examples of Loss or Damage that are not eligible for reimbursement:

- Damage to expensive clothing not appropriate to the job.
- Damage or loss of jewelry not appropriate to perform the functions of the job.
- Personal property that does not need to be kept on school property.

APPENDIX H-2
PROFESSIONAL ACTIVITIES APPLICATION FORM

Teaching Assistant Professional Development Seminars/Conferences Request Form
Employee Information
Name: Date: School:
Professional Development Opportunity Details
Name of Training (including link, if applicable): Date of Training: Location of Training: Are you requesting reimbursement for this activity: Y or N Cost of Professional Development Activity:
Provide details describing how the training will contribute to your position within North Andover Public Schools and briefly explain what you hope to learn or gain.
Date Sent: Employee Signature:
Approval
Date Received: Date Approved: Amount of reimbursement approved: Signature of Executive Director of Special Education: Email completed form to Laura Hardiman (hardimanl@northandoverpublicschools.com). Alternatively, completed form may be sent via interoffice mail to Central Office Attn: Laura Hardiman. This form must be completed and approved two weeks in advance of professional development opportunity.

