

**AGREEMENT**

**between the**

**NORTH ANDOVER SCHOOL COMMITTEE**

**and the**

**NORTH ANDOVER TEACHERS ASSOCIATION**

This Agreement is made and entered into on September 1, 2023 by and between the NORTH ANDOVER SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the NORTH ANDOVER TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

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## **PREAMBLE**

Recognizing that our prime purpose is to provide education of the highest possible quality for the children of North Andover and that good morale within the teaching staff of North Andover is essential to achievement of that purpose, we, the undersigned parties to this contract, declare that:

- A. Under the law of Massachusetts, the School Committee (hereinafter referred to as the "Committee"), elected by the citizens of North Andover, has final responsibility for establishing the educational policies of the public schools of North Andover;
- B. The Superintendent of Schools of North Andover (hereinafter referred to as the "Superintendent") has responsibility for carrying out the policies so established;
- C. The teaching staff of the North Andover Public Schools has responsibility for providing in the classrooms of the schools education of the highest possible quality;
- D. The North Andover Teachers Association recognizes that the professional staff of the North Andover Public Schools shares with the Committee responsibility for providing for students of the North Andover Public Schools (hereinafter referred to as "NAPS") education of the highest possible quality consistent with the policies of the Committee;
- E. The North Andover Teachers Association recognizes its responsibilities to educate and communicate to each professional employee the responsibility of each member to use their professional competence and experience in the most effective manner possible in order to provide quality education in the North Andover Public Schools;
- F. Fulfillment of these respective responsibilities can be facilitated and supported by consultations and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff; and so,
- G. To give effect to these declarations, the following principles and procedures are hereby adopted.

## **ARTICLE I Recognition**

The Committee recognizes the Association for the purpose of collective bargaining as the exclusive representative of all teaching employees, Nurses, and Department Coordinators, long-term permanent substitutes, and up to but not including Curriculum Coordinators, Coordinators or Administrators of Special Education, Director of Guidance, Director of Health Services, Director of Athletics, Director of Technology, Preschool Coordinator, full and part-time Assistant Principals, Principals, Assistant Superintendents, and the Superintendent.

Unless otherwise indicated, the employees will be referred to as "teachers."

## **ARTICLE II**

### **Negotiation Procedure**

- A. Not later than October 1, 2026, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all teachers and will be reduced to writing, ratified, and executed by the Committee and the Association.
- B. During negotiation, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
- C. If the negotiations, described in this Section under Paragraph A, have reached an impasse, the procedures described in Massachusetts General Laws Chapter 150E will be followed.
- D. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Massachusetts General Laws Chapter 150E. The Committee further agrees not to negotiate with any teacher or teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.
- E. In the event that the Committee or the Association desires to make any proposal, the subject matter of which is not covered by the terms of this Agreement, it may submit such proposal in writing to the Superintendent and request a meeting.
- F. Any agreement reached between the parties after ratification of this agreement will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

## **ARTICLE III**

### **Grievance Procedure**

- A. Definitions
  - 1. A "Grievance" is a claim based upon an event or condition that affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
  - 2. An "aggrieved person" is the teacher or teachers making the claim.
  - 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration.
3. Once a grievance procedure has been instituted, there will be no individual consultation between members of the Committee and the aggrieved party. This shall not derogate from Section D2 of the Grievance Procedure.

#### C. Procedure

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, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of school term or as soon thereafter as is practicable.

1. Level I:
  - a. An aggrieved person will first discuss any grievance with their Principal or immediate superior, either directly or through the Association's School Representative, with the objective of resolving the matter informally.
  - b. Grievances that affect a class of teachers or that affect a group of teachers from at least two school buildings shall begin at Level II upon mutual agreement of the two parties, i.e., the grievant and the Administration.
2. Level II:
  - a. If the aggrieved person is not satisfied with the disposition of their grievance at Level I, or if no decision has been rendered within ten (10) school days after presentation of the grievance, they may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee") within five (5) school days after the decision at Level I or fifteen (15) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the grievance, the Chairman of the PR & R Committee will refer it to the Superintendent in writing.
  - b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the

aggrieved person in an effort to resolve it.

- c. If the aggrieved person does not file a grievance in writing with the Chairman of the PR & R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the aggrieved person knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level IV.

3. Level III:

If the aggrieved person is not satisfied with the disposition of their grievance at Level II, or if no decision has been rendered within ten (10) school days after they have first met with the Superintendent, they may file the grievance in writing with the Chairman of the PR & R Committee within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after they have first met with the Superintendent, whichever is sooner. Within five (5) school days after receiving a written grievance, the Chairman of the PR & R Committee will refer it to the School Committee (except as provided by statute). After receiving a grievance, the Committee will meet with the aggrieved person for the purpose of resolving the grievance at the next Committee meeting or at a meeting called within twenty (20) days (after receipt of the grievance). The ultimate decision on the grievance at Level III will be rendered by the Committee.

4. Level IV:

- a. If the aggrieved person is not satisfied with the disposition of their grievance at Level II or Three, or if no decision has been rendered within ten (10) school days after they first met with the Committee or Superintendent as provided by statute, they may, within five (5) school days after a decision by the Committee or fifteen (15) days after they first met with the Committee, whichever is sooner, request in writing that the Chairman of the PR & R Committee submit their grievance to arbitration except as provided by statute. If the PR & R Committee determines that the grievance is meritorious and involves the interpretation, meaning, or application of any of the provisions of this Agreement, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Committee and the Association will set up a Board of Arbitration as follows: one member to be appointed by the Committee, one to be appointed by the Association, and a third and neutral member to be chosen by the first two members from a list of arbitrators nominated by the American Arbitration Association. The method of choosing the neutral member shall be the one set forth in the rules of the American Arbitration Association, and the arbitration shall be administered according to those rules. The cost of the arbitration shall be shared equally by the Committee and the Association.
- c. The Board of Arbitration shall have the power to apply or interpret the specific

provisions of this Agreement. It shall not add to, subtract from, nor alter its terms, nor shall it alter or modify any policy or action of the Committee or Superintendent not clearly inconsistent with the terms of this Agreement. Nor shall the Board of Arbitration be empowered to render a decision which makes the award retroactive to more than thirty (30) school days prior to the time the grievance was filed in Level II of the Grievance Procedure. A decision of a majority of the Board of Arbitration shall be final and binding on the aggrieved person, the Association, and the Committee and shall be enforceable to the extent permitted by law.

**D. Rights of Teachers to Representation**

1. No reprisals of any kind will be taken by the Committee or by any member of the administration against any party in interest, any School Representative, any member of the PR & R Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, except that he may not be represented by a representative or any officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure unless the aggrieved party requests that the Association not be present.

**E. Miscellaneous**

1. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing and shall set forth the decision and the reasons theretofore. Decisions will be transmitted promptly to all parties. Decisions rendered at Level IV will be in accordance with the procedures set forth in Article III, Section C.
2. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly through consultation between the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**ARTICLE IV  
Employment**

- A. In the North Andover Public Schools, requirements for employment shall be within the framework of the State Law.
- B. Provisions of Professional Teacher Status will comply with the framework of the State Law.
- C. Teachers hired new to the system shall be placed on the appropriate step appointment based upon their years of experience in either a private or public-school setting, provided that such experience

has been in the same subject matter area or general grade level for which they has been hired, i.e, a person with one year of experience shall be placed at Step 2 of the salary schedule, two years of experience is equivalent to Step 3 of the salary schedule, etc. Additional credit may also be given at the discretion of the Superintendent.

- D. Each new teacher, within thirty (30) days of receiving a letter of appointment, will submit to the Superintendent their record of all previous courses taken for which they wish to receive credit towards a higher salary schedule. Any courses not so submitted will be considered forfeited for future credit. No credit will be given for courses on a graduate level unless, in the opinion of the Superintendent or his or her designee, the teacher has received a satisfactory grade (Article XX, Section D), and the courses are appropriate for the teaching assignment for which the teacher has been hired. A long-term substitute who becomes employed under a regular contract will be provided the opportunity to submit such course work within thirty (30) days of receiving a letter of appointment to a regular contract. The letter of appointment that each new teacher receives shall include: notification of the requirements to receive credit towards salary advancement; the time parameters to enroll in health insurance, life insurance and long-term insurance; and the availability of the 403(b) matching contribution; and a link to the teacher's contract.
- E. All new teachers entering the North Andover Public Schools who have not been actively employed as teachers for the past five (5) years or longer will start at the appropriate salary step; however, in no case will it exceed Step 5 of the salary schedule.
- F. Upon employment, long-term substitutes shall be placed upon Step 1 of the Bachelor's salary scale and will advance thereon one (1) step for each year of continuous employment. In the event said long-term substitute becomes employed under regular contract, then credit for previous years' experience shall be granted for salary step placement.
- G. Final responsibility for establishing the starting salaries of all personnel entering the school system rests with the Superintendent.
- H. Notification of decision to resign from any position, including a stipend position, covered by this agreement, must be presented to the Superintendent at least thirty (30) days before the date of leaving, and no resignation will be honored that will take effect before September 30th or after June 1st; however, the Superintendent reserves the right to waive this requirement if they deem it in the best interest of the school system. Once such notice of resignation is submitted to the Superintendent, it cannot thereafter be withdrawn.
- I. At the beginning of each school year, the administration will provide each teacher with an accounting of their sick leave accrual to date and current step and column placement on the salary schedule in Appendix A.

## **ARTICLE V**

### **Assignments, Transfers, and Vacancies**

- A. Teachers shall be notified in writing of any changes in their assignments for the ensuing year not later than June 15th. In the event of a change of circumstances or conditions such assignments may be changed as required to meet the situation. The teacher(s) concerned shall be notified in writing when the change is made.



In the event the teacher is notified after the last work day in the school year, as stated above, the teacher will be compensated one/one hundred eighty-fourth (1/184) of the teacher's annual salary (one (1) day's pay).

- B. Whenever any vacancy occurs within the North Andover Public Schools, an email notice will be sent to all employees.
- C. In the event a teacher is notified after June 15th of an involuntary transfer to another building, the teacher will be compensated one/one hundred eighty-fourth (1/184) of the teacher's annual salary (one (1) day's pay).
- D. If a teacher is required to relocate their classroom for any reason, the teacher will be responsible for packing only their personal items and materials. The teacher is not responsible for packing and moving materials belonging to the District.
- E. In the determination of assignments and transfers, the convenience and wishes of the individual teachers will be given consideration provided these considerations do not conflict with the instructional requirements and best interests of the pupils and the school system. Final decision on all transfers is the responsibility of the Administration but is subject to the grievance procedure commencing at Level II.
- F. Appointments and assignments will be made without regard to 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.

NAPS will make reasonable accommodations for qualified disabled individuals with known disabilities, unless doing so would result in an undue hardship.

## **ARTICLE VI**

### **Salaries**

- A. The salary schedule for teachers covered by this agreement is set forth in Appendix A, which is attached hereto and made a part hereof.
- B. All persons on the teachers' salary schedule will have the option to select twenty-one (21) or twenty-six (26) bi-weekly pays, beginning with the second Friday after the commencement of school. Those individuals who have selected the twenty-six (26) biweekly payment schedule shall further have the option of receiving their five (5) summer payments payable in a lump sum on or before June 30th. In order to exercise such option, an eligible individual must give notice to the Superintendent by May 1st. First year educators only shall have either twenty, or twenty-five, pay periods. The first-year educator shall decide which of these two options they prefer.

### C. Longevity Pay

All longevity payments are based solely upon qualified years of service as a teacher in the North Andover Public Schools. For the purpose of longevity, a year of qualified service is defined as any school year during which a teacher works as a teacher for ninety-three (93) teacher work days or more.

If a teacher 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.

Longevity pay will be paid in total during the "off week" between the first two payroll periods in October. It will be a separate check for those who qualify for the benefit. The Committee shall grant the following salary increases for continuous uninterrupted service.

1. On the first pay day of October of a teacher's eleventh (11) through fifteenth (15) qualified year of service, the teacher shall receive longevity pay in the amount of \$1,500.
2. On the first pay day of October of a teacher's sixteenth (16) through twentieth (20) qualified year of service, the teacher shall receive longevity pay in the amount of \$1,600.
3. On the first pay day of October of a teacher's twenty-first (21) through twenty-fifth (25) qualified year of service, the teacher shall receive longevity pay in the amount of \$1,900.
4. On the first pay day of October of a teacher's twenty-sixth (26) through thirtieth (30) qualified year of service, the teacher shall receive longevity pay in the amount of \$2,000.
5. On the first pay day of October of a teacher's thirty-first (31) qualified year of service, the teacher shall receive longevity pay in the amount of \$2,500.

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

D. Deposit of Checks: All teachers will be paid through direct deposit to the bank of the teacher's choice.

E. The Committee agrees to provide a 403(b) Plan for members of the bargaining unit. The employer will match the employee contribution to the plan, dollar for dollar up to a maximum of the amount of two hundred fifty dollars (\$250) pre-tax per year. A bargaining unit member wishing to participate in the program must notify the Superintendent in writing consistent with the present policy.

To the extent permitted by law, any participant in this plan may designate annually any amount to be contributed to their account in this plan by payroll deduction before taxes, said amount shall not exceed that established by federal law and/or IRS tax code. All employee contributions and the employer match up to the amount listed above shall be made in equal amounts using payroll deductions for each pay period.

## ARTICLE VII

### 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. The stipend/monetary compensation shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is signed. 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 or appendix in the subsequent agreement.

#### A. Academic Stipends

1. All Facilitators of Collaborative Inquiry, Academic Coordinators and Lead Teacher positions are for a term of one (1) year and require annual reappointment by the Building Principal or Superintendent's designee. By May 1st, the Committee will decide which stipends shall be funded for the following year. At the discretion of the Superintendent, a stipend position may be split between two (2) people.
2. Any stipend paid to a member of the Association will contribute to the base salary for retirement pension.
3. The decision whether to fund any stipend rests solely with the Committee.
4. All stipend positions will be filled by using the following procedure:
  - a. The position will be posted via the North Andover Public Schools' website at least thirty (30) days prior to the date of appointment.
  - b. The posting will include the qualifications, duties and compensation for the position.
  - c. Association members interested in applying for a position will submit an application through the NAPS website.
5. All Facilitators of Collaborative Inquiry, Academic Coordinators and Lead Teachers shall receive a written evaluation annually. For Academic Coordinators only, the evaluation will include feedback from their department members collected via an anonymously completed assessment negotiated for the purpose of providing valuable and constructive feedback for the Academic Coordinator.
6. Each of the following Facilitators of Collaborative Inquiry shall be paid a \$3,000 stipend. The Academic Coordinators shall be paid \$5,000. An additional \$1,000 shall be paid for participation in the Data and Assessment Cohort. The Cohort consists of three (3) facilitators from each level.

##### Elementary Schools

One (1) Facilitator for Pre-Kindergarten

One (1) Facilitator for Kindergarten

Five (5) Facilitators for Grades 1-2 (one at each school)

Five (5) Facilitators for Grades 3-5 (one at each school)

Middle School

Five (5) Academic Coordinators, one of which will facilitate Related Arts

District

One (1) Facilitator for Grades K-5: Wellness/Physical Education

One (1) Facilitator for Grades K-5: Library

One (1) Facilitator for Grades K-5: Music

One (1) Facilitator for Grades K-5: Art

One (1) Facilitator for Grades K-5: Special Education

7. Each elementary school, including the Anne Bradstreet Early Childhood Center (ABECC), shall have one (1) Lead Teacher to be paid at a yearly stipend of \$5,000.
8. District Mentors shall be appointed by the Superintendent, to assist the District in supporting new teachers to North Andover and/or new to teaching through the District Mentoring Program. Each position shall be paid a stipend of \$1,200. The number of positions shall be determined by the Superintendent depending on the cohort level and configuration of new teachers.
9. Guidance Counselors, Adjustment Counselors, and School Psychologists hired prior to June 30, 2014 shall annually work the scheduled one hundred eighty-four (184) teacher work days plus an additional five (5) days. In addition they will have the option to work up to five (5) additional days for a maximum total of ten (10) additional days each year. These days will be scheduled by the building Principal during summer break. Principals will make an effort to honor requests for when these days occur as long as doing so will still meet the demonstrated needs of the school. The Principal must notify the employee by January 15th of the five (5) mandatory days they will be scheduled during summer break. The employee must notify the Principal by May 1st as to how many additional days in excess of five (5) they will be working for the coming summer. Once declared, the number of additional days cannot be reduced without agreement by the employee and Principal. The additional days shall be scheduled by the Principal no later than June 1st. Any non-teacher work day during which the employee is called in to deal with a school emergency will count as one of these days as well. Each day worked by the employee in addition to the one hundred eighty-four (184) teacher work days will be paid at the individual's per diem rate of one/one hundred eighty-fourth (1/184) of his salary.

A Guidance Counselor, Adjustment Counselor, or School Psychologist hired after June 30, 2014, shall annually work the scheduled one hundred eighty-four (184) teacher work days plus any additional days assigned by the building Principal up to a maximum of ten (10) additional days per year. These days will be scheduled by the building Principal during summer break. Principals will make an effort to honor requests for when these days occur as long as doing so will still meet the demonstrated needs of the school. The Principal must notify the employee by January 15th of the number of mandatory days and when they will be scheduled during summer break. Any non-teacher work day during which the employee is called in to deal with a school emergency will count as one of these days as well. Each day worked by the employee in addition to the one hundred eighty-four (184) teacher work days will be paid at the individual's per diem rate of one/one hundred eighty-fourth (1/184) of their salary.

10. Board Certified Behavior Analyst (BCBA) who apply and are selected to provide home services will be paid at a rate of \$65.00 per hour. These positions will be posted internally first. If no viable candidates emerge through the process, the position will then be posted externally. No work associated with this role will be assessed in the evaluation for the individual's primary job function, however home services providers will be evaluated to determine their eligibility to serve in this role.
11. Scarlet Knight Academy: The Committee agrees to increase the Scarlet Knight Academy stipends by the same percentages reflected in the salary schedules in Appendix A. The increases for this contract term are reflected below.
  - a. The Director of Scarlet Knight Academy shall receive a stipend of \$30,900 for 2023-2024, \$32,769.45 for 2024-2025, \$33,916.38 for 2025-2026 and \$35,273.04 for 2026-2027.
  - b. The Assistant Director of Scarlet Knight Academy shall receive a stipend of \$22,660 for 2023-2024, \$24,030.93 for 2024-2025, \$24,872.01 for 2025-2026 and \$25,866.89 for the 2026-2027 school year. This stipend may be split at the discretion of the building Principal so long as the total stipend amount remains the same and the split is a sharing of current stipend responsibilities.
  - c. The Director and Assistant Director(s) shall have their stipends evenly distributed during the year and paid in their biweekly paychecks.
  - d. Scarlet Knight Academy teachers shall receive a stipend of \$2,742.38 per course/semester (\$1,371.19 per quarter/payout) for the 2023-2024 school year. The course stipend will be \$2,908.29 (\$1,454.15 per quarter) for 2024-2025, \$3010.08 (\$1,505.04 per quarter) for 2025-2026 and \$3,130.48 (\$1,565.24 per quarter) for 2026-2027.
  - e. Teaching/course stipends will be paid in two parts (by quarter) each semester. Course stipends for quarter 1 will be included on the second paycheck in November. Stipends for quarter 2 will be included on the first paycheck in February. Course stipends for quarter 3 will be included on the second paycheck in April. Stipends for quarter 4 will be included on the first paycheck in June.

**B. 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 Association 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 Association 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 Schools' website at least thirty (30) days prior to the date of appointment.
  - b. The posting will include the qualifications, duties and compensation for the position.
  - c. Association 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 E 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.

Athletic Stipends 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:

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

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.

**FALL SPORTS**

Varsity Football	\$10,225
Varsity Boys Soccer	\$6,340
Varsity Field Hockey	\$6,340
Varsity Girls Soccer	\$6,340
Varsity Girls Volleyball	\$6,340
Varsity Cross Country	\$4,602
Varsity Girls Swimming	\$4,602
Varsity Golf	\$4,602
JV Boys Soccer	\$3,272
JV Field Hockey	\$3,272
JV Football	\$3,272
JV Girls Soccer	\$3,272
JV Girls Swimming	\$3,272

**WINTER SPORTS**

Varsity Boys Basketball	\$6,340
Varsity Boys Indoor Track	\$6,340
Varsity Girls Basketball	\$6,340
Varsity Girls Indoor Track	\$6,340
Varsity Ice Hockey	\$6,340
Varsity Wrestling	\$6,340
Varsity Boys Swimming	\$4,602
Varsity Gymnastics	\$4,602
Varsity Ski	\$4,602
Cheerleading- Winter	\$3,579
Freshman Boys Basketball	\$3,272
Freshman Girls Basketball	\$3,272
Freshman Ice Hockey	\$3,272

**SPRING SPORTS**

Varsity Baseball	\$6,340
Varsity Boys Lacrosse	\$6,340
Varsity Boys Outdoor Track	\$6,340
Varsity Boys Volleyball	\$6,340
Varsity Girls Lacrosse	\$6,340
Varsity Girls Outdoor Track	\$6,340
Varsity Softball	\$6,340
Varsity Boys Tennis	\$4,602
Varsity Girls Tennis	\$4,602
Freshman Baseball	\$3,272
Freshman Boys Lacrosse	\$3,272
Freshman Boys Volleyball	\$3,272

**FALL SPORTS**

JV Girls Volleyball	\$3,272
Cheerleading- Fall	\$3,579
Football- Assistant 1	\$3,579
Football- Assistant 2	\$3,579
Freshman Boys Soccer	\$3,272
Freshman Field Hockey	\$3,272
Freshman Football	\$3,272
Freshman Girls Soccer	\$3,272
Freshman Girls Volleyball	\$3,272
Varsity Cross Country- Assistant	\$3,272
Freshman Football- Assistant	\$2,557
Fall Athletic Trainer	\$8,000
Fall Equipment Manager	\$2,000
Fall Strength & Conditioning	\$3,350

**WINTER SPORTS**

JV Boys Basketball	\$3,272
JV Boys Swimming	\$3,272
JV Girls Basketball	\$3,272
JV Ice Hockey	\$3,272
JV Ski	\$3,272
JV Wrestling	\$3,272
Varsity B/G Indoor Track Assistant 1	\$3,272
Varsity B/G Indoor Track Assistant 2	\$3,272
Varsity B/G Indoor Track Assistant 3	\$3,272
Varsity Ice Hockey- Assistant	\$3,272
Varsity Wrestling- Assistant	\$3,272
Winter Athletic Trainer	\$8,000
Winter Equipment Manager	\$2,000
Winter Strength & Conditioning	\$3,350

**SPRING SPORTS**

Freshman Girls Lacrosse	\$3,272
Freshman Softball	\$3,272
JV Baseball	\$3,272
JV Boys Lacrosse	\$3,272
JV Boys Volleyball	\$3,272
JV Girls Lacrosse	\$3,272
JV Softball	\$3,272
Varsity B/G Outdoor Track Assistant 1	\$3,272
Varsity B/G Outdoor Track Assistant 2	\$3,272
Varsity B/G Outdoor Track Assistant 3	\$3,272
Spring Athletic Trainer	\$8,000
Spring Equipment Manager	\$2,000
Spring Strength & Conditioning	\$3,350

Extra-Curricular stipends for activities shall be paid in the following amounts. 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.

#### **ELEMENTARY ACTIVITY STIPENDS**

ES Atkinson Advisor	\$767
ES Atkinson Choice	\$767
ES Franklin Advisor	\$767
ES Franklin Choice	\$767
ES Kittredge Advisor	\$767

#### **ELEMENTARY ACTIVITY STIPENDS**

ES Kittredge Choice	\$767
ES Sargent Advisor	\$767
ES Sargent Choice	\$767
ES Thomson Advisor	\$767
ES Thomson Choice	\$767

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.

#### **MIDDLE SCHOOL ACTIVITY STIPENDS**

MS After Hours Coordinator	\$1,688
MS Drama Play Director	\$2,045
MS Gender & Sexuality Alliance	\$512
MS Geography Advisor	\$512
MS Jazz Band Director	\$1,534
MS 6th Grade Advisor	\$1,632
MS 7th Grade Advisor	\$1,632
MS 8th Grade Advisor	\$1,632
MS Math Counts	\$1,841

#### **MIDDLE SCHOOL ACTIVITY STIPENDS**

MS Musical Assistant	\$1,023
MS Musical Choreographer	\$614
MS Musical Director	\$4,602
MS Musical Set Builder	\$614
MS Musical Sound Director	\$614
MS News/Literary Magazine	\$1,534
MS Robotics #1	\$1,023
MS Robotics #2	\$1,023
MS Yearbook	\$1,534

#### **HIGH SCHOOL ACTIVITY STIPENDS**

HS Band Assistant	\$2,250
HS Band Color Guard	\$1,534
HS Band Director	\$7,669
HS Band Drill Instructor	\$1,534
HS Band Percussion	\$1,534
HS Best Buddies #1	\$1,023
HS Best Buddies #2	\$1,023
HS DECA #1	\$3,068
HS DECA #2	\$3,068
HS Drama Fall Play	\$1,023
HS Drama Festival	\$2,045
HS Drama Guild	\$2,045
HS Environmental Club	\$1,023
HS Freshman Class #1	\$2,000
HS Freshman Class #2	\$2,000
HS Gender & Sexuality Alliance	\$512
HS H.E.A.L. Club	\$512
HS Junior Class #1	\$3,500
HS Junior Class #2	\$3,500
HS Yearbook	\$3,579

#### **HIGH SCHOOL ACTIVITY STIPENDS**

HS Literary Magazine	\$1,534
HS Math Team	\$1,534
HS Model UN	\$1,534
HS Musical Assistant	\$1,023
HS Musical Choreographer	\$512
HS Musical Director	\$3,579
HS Musical Pit Orchestra	\$614
HS Musical Vocal Director	\$614
HS National Honor Society	\$2,557
HS Newspaper	\$2,557
HS Rally Coord	\$1,023
HS Robotics	\$2,045
HS S.A.D.D.	\$1,023
HS Science Team	\$1,534
HS Senior Class #1	\$4,500
HS Senior Class #2	\$4,500
HS Sophomore Class #1	\$2,500
HS Sophomore Class #2	\$2,500
HS Student Council	\$3,068
HS Yearbook Assistant	\$3,068



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.

The Parties agree to create a joint labor management committee to review the current stipends to discuss current stipend amounts and revise the stipend list to capture any new positions. The JLMC agrees to meet starting in the 2023-2024 school year. The JLMC shall make recommendations to the parties for the adjustment of such stipends, including additions or deletions to the parties for further negotiations and/or ratification.

## **Article VIII**

### **Department Coordinators**

- A. The high school Department Coordinator (“DC”) must be a certified teacher who will assist the building Principal, Assistant Principals and Pre-K to 12 Curriculum Coordinators in implementing the established district/school/department goals.
- B. This position is a three-year appointment, subject to annual review, that is intended to support teachers by facilitating professional development/curriculum, coordinating the management and operation of the department, and assisting in the supervision and observation of their departmental teachers.
- C. Requirements
  - 1. Department Coordinators (DC) are in Unit A.
  - 2. Candidates must have at least three (3) to five (5) years of experience in the content area and will receive training on the evaluation process and procedure.
  - 3. It is preferred, but not required, that candidates for the position of DC possess or are in the process of pursuing a degree in educational administration such as a Masters or CAGS.
  - 4. It is preferred, but not required, that a DC who intends to continue in this role actively pursue coursework in leadership or CAGS/Supervisor licensure.
- D. Posting and Appointment
  - 1. DC positions will initially be posted internally. If no viable candidates emerge through the process, the position will then be posted externally. If an external posting becomes necessary, it will not result in the loss of any position within the department as a result of any hiring of an individual from outside the unit.
  - 2. There will be two (2) rounds in the selection process to hire the DC position. The first round will include a faculty and staff committee which will include unit members from both inside and outside of the department. This committee will recommend finalists for round two. Round two will be conducted by the Principal who ultimately makes the decision.
  - 3. DC positions will be re-posted every three (3) years which will allow current Department

Coordinators to re-apply and new candidates to apply.

4. Changes to the Department Coordinator job description will be negotiated by the Superintendent and union.
5. In the event that a DC does not return to the Department Coordinator position they are entitled to return to a teaching position in their department area.
6. Each DC will be evaluated annually on both their Department Coordinator duties and their teaching responsibilities; the Department Coordinator evaluation component will include feedback from their department members collected via an anonymously completed assessment negotiated for the purpose of providing valuable and constructive feedback for the DC.

#### E. Supervision and Evaluation Responsibilities

1. The DC will provide overall daily supervision of their department staff and will be a contributor to the observation component of the evaluation process for members of their department.
2. The Department Coordinator will be evaluated by the Principal and/or their designee.
3. The DC will be responsible for certain walkthrough observations for all their departmental teachers.
4. The DC will conduct observation walkthroughs in the following manner:
  - a. First year Teachers: two (2) by DC; two (2) by Primary Evaluator; one (1) collaborative observation
  - b. Other non-PTS Teachers: one (1) by DC; one (1) by Primary Evaluator; one (1) collaborative observation
  - c. PTS: one (1) by DC; one (1) by Primary Evaluator
5. In the event that there are concerns during a DC walkthrough, the DC will follow the contractual process outlined below in collaboration with the Primary Evaluator. Specifically, any observation or series of observations resulting in one or more standards judged to be "Needs Improvement" or "Unsatisfactory" for the first time must be followed up with a meeting within ten (10) school days and by at least one observation of at least thirty (30) minutes in duration within ten (10) school days of the meeting. (Taken from *Educator Professional Growth and Evaluation Program*, Sept. 2012, Article 13 Aiii)
6. The Primary Evaluator will utilize the Department Coordinator's observations together with their observations when completing the formative and summative evaluations of an individual teacher. All evaluations will be signed by the teacher's Primary Evaluator.

#### F. Course Release

It has been determined that DC will require additional release periods to complete all aspects of this position. The following is a guideline on how that will occur within each department:

1. DCs supervising 5-8 FTEs will have three (3) course releases per year with at least one (1) release period scheduled each trimester.
2. DCs supervising 9-11 FTEs will have four (4) course releases per year with at least one (1) release period scheduled each trimester.
3. DCs supervising 12-18 FTEs will have five (5) course releases per year with at least one (1) release period scheduled each trimester.
4. If it occurs that a DCs supervises more than eighteen (18) FTEs, the Association and the Superintendent will agree in writing to the appropriate course release.

**G. Compensation and Work Year**

1. Department Coordinators will receive a yearly \$3,000 stipend.
2. Department Coordinators will work 185 days a year, which includes one additional summer day.
3. Some additional summer work up to seven (7) days will be required. Summer days, beyond the one day already included, will need to be approved by the Principal and scheduled by June 1st. This work will be compensated at the Department Coordinator's per diem rate.

**ARTICLE IX**

**Work Year, Work Hours, Work Load**

- A. The opening and closing of the school year and school day shall be determined by the Committee subject to all the Sections in this Article.

1. The work day of teachers will begin at the teacher start time as outlined in the chart below. The work day will end at school dismissal as outlined in the chart below, except as required by the teacher to fulfill professional responsibilities as stated in Section B1 of this article; or for other meetings called by the administration.

**WORK DAY**

Schools	Teacher Start Time	School Start Time	Dismissal Time
ABECC	8:20 am	8:35 am	3:10pm
Elementary	8:10 am	8:25 am	3:00 pm
Middle School	7:20 am	7:35 am	2:20 pm
High School	7:20 am	7:35 am	2:15 pm

2. No teacher shall be required to attend more than eleven (11) meetings per year of not

more than one (1) hour duration, except in an extreme emergency.

3. No teacher will be required to attend more than two (2) evening events per year.
4. No after school meetings shall be scheduled for Fridays or days immediately preceding holidays.

B. The teacher's professional responsibilities will be in accordance with the following:

1. The teacher's basic load will include all assignments made by the administration during the normal school day. Depending on the grade level these assignments may include:
  - a. classroom instruction
  - b. after school make-up
  - c. before and/or after school extra help
  - d. recess duty
  - e. lunch duty
  - f. arrival/dismissal duty
  - g. bus duty
  - h. detention duty
  - i. other student supervision
  - j. other necessary non-teaching duties during the school day
  - k. such special assignments as may be created by the absence of teachers or by other circumstances necessitating program changes
2. In addition, it is further agreed that a teacher's basic load will include all relevant activities necessary to produce good teaching and maintain professional status. These activities would include preparation of lessons, development of tests, evaluation of pupil work, office reports, committee work (departmental, curriculum, etc.), faculty meetings, conferences, meetings with parents, open house programs, subject to limitations in this Article IX, Section A 2.
3. Teachers may be requested to participate in related school activities. Such activities are club responsibilities, chaperoning school dances and parties, etc., serving as a class advisor in some instances, sponsoring fairs or school exhibits, and such other assignments that are not reimbursed on the extra stipend schedule. Teachers may volunteer for designated activities. Assignments on a non-voluntary basis will be made so that no teacher or group of teachers bears an unjust burden. A list of activities will be posted by the Principal at the start of the school year.
4. Personnel other than classroom teachers and itinerant teachers (Article IX, Section G) will work at their assigned tasks for at least the length of the regular teacher workday. The proper performance of their duties may require these persons to work longer than the normal working day.

C. In the event of double sessions or an extended or altered school day, the teacher work day will be computed on consecutive hours, and all teachers will work the same number of hours.

D. The work year will include days when pupils are in attendance, orientation, days at the beginning of

the school year, conference days and any other days on which teacher attendance is normally required.

The work year for teachers will begin no earlier than the Monday before Labor Day each school year. Students will begin no earlier than the Wednesday before Labor Day each school year. New personnel may be required to attend additional orientation sessions prior to the first work day for teachers. School will not be in session for teachers or students on the Friday prior to Labor Day. In no event will the teacher's work year be longer than four (4) days more than the number of days when students are required to be in attendance by state law. Students' instructional year (contact days) will terminate no later than June 30th.

- E. All teachers will have a duty-free lunch period of at least twenty-five (25) minutes. If circumstances in the health office do not allow a nurse this duty-free lunch, compensatory time will be arranged with the Principal.

F. Preparation and Collaboration Time

Preparation time is intended to be self-directed (as long as the teacher is meeting his or her professional responsibilities) and used to ensure the satisfactory completion of the teacher's professional responsibilities. The administration will make every effort to avoid scheduling meetings during the teacher's preparation time.

Collaboration time is provided in addition to weekly preparation time, professional development, and is mandatory. The focus of collaboration will be on same-grade level or teaching teams, but there is discretion to include other relevant groupings in order to enhance teaching practice and student learning. The building Principal will create a yearly schedule to allow collaboration to occur on a routine and regular basis. Agendas for these meetings may be set by the teachers and/or Principals based on the nature of the work, and the building Principal may choose when to participate in the meetings.

1. Each teacher in the high and middle schools shall have five (5) preparation periods per week. A preparation period is equal in length to a teaching period.
2. At the elementary level, each teacher, regardless of their assignment, will receive five (5) preparation blocks over the course of the regular school week. Every effort will be made to provide one prep block per day. No educator shall be without a daily prep as a part of their regular schedule in consecutive years.

For professional development early release days (e.g. Wednesdays), preparation time will be forty (40) minutes in duration.

In addition, elementary teachers will have a daily block of forty-five (45) minutes in which 25 consecutive minutes shall be used for lunch and the remaining 20 minutes shall be used as preparation time.

3. It is understood that due to their unique schedule Pre-Kindergarten teachers will have most of their preparation time on Friday. Preparation time must be equal to the time that is scheduled for elementary teachers and any prep time blocks outside of Friday prep time, should consist of no less than 25 consecutive minutes. In the event that

school is not in session on a Friday (Professional Development, holiday), administrators will make every effort to provide the missed preparation time during the week prior to the school day to be missed. In the event there is a snow day, that preparation time will be made up within the following week. Affected teachers will receive the pro-rated preparation time the rest of the elementary schools receive that week.

4. Non- classroom teachers who require time for administrative work and lesson preparation will schedule time with the Principal.
5. The administration will make every effort to provide preparation time for teachers on different days spread out during the week.
6. The administration will make every effort to provide teachers common preparation time by grade and/or subject area at every level.
7. It is the intention that elementary teachers' collaboration will take place from 8:10 a.m. to 8:55 a.m.
8. Every effort will be made when scheduling high school co-teachers with common preparation time.
9. When a special education teacher is responsible for completing educational evaluations as part of their role, there will be a minimum of one (1) teaching block per week allocated in their schedule to complete this work. This time would be scheduled outside of preparation time, academic support and co-taught classes.

#### G. Itinerant Teachers

1. The definition of an "itinerant" teacher for the purposes of this contract is a teacher who works in more than one school.
2. Itinerant teachers shall observe the same working hours as teachers at the same level (i.e., elementary, middle school, high school). In the event that an itinerant teacher is assigned to more than one level, their total working hours will be equal to those assigned to one level.
3. If an itinerant teacher spends fifty-one percent (51%) or more of their teaching time in one (1) building, they may be assigned proportional duties in that building, consistent with the teacher's work schedule and assignment.
4. An itinerant teacher may be assigned non-teaching duties as described in the paragraphs above at the discretion of the building Principal. Therefore, if there are any special circumstances that the itinerant teacher wishes to be considered, they may discuss these with the building Principal.

- H. All bargaining unit members who agree to work on committees or in non-stipended positions outside of normal work hours or who provide translation or interpretation services (for a minimum of fifteen minutes, paid at a prorated rate) outside of the work day, shall be compensated the following hourly rate: Effective September 1, 2023: \$40 per hour.

- I. The administration will make every effort to distribute all work, duties, and assignments as equitably as possible.
- J. The Committee agrees that every effort will be made to limit the class size and caseload to a reasonable number, also taking into account student needs. Building Principals will explain the rationale for how student rosters are created and will run a report at the beginning of each school year at the elementary level and at the beginning of each trimester at the middle school and high school levels if requested. These reports will be shared with building representatives and/or union leadership to provide relevant data related to class size/case load so that it may be discussed at mutual concerns meetings. Class size and caseload will be discussed at mutual concern meetings when requested.
- K. Compensatory time will be arranged for teachers who have expended time beyond the teacher's normal working day for IEP/504 meetings or who have lost minutes from their preparation time due to emergency supervisory assignments by the Principal. Compensatory time will be arranged with the school Principal.
- L. Equitable Assignments. The administration will make every effort to distribute all work, duties, and assignments as equitably as possible. The parties recognize that class size and workloads can have an effect upon the educational process as well as the working conditions of employees. To the extent possible, in order to best serve all students' needs, class assignments shall be equitable among staff and take into consideration the unique characteristics and needs of students.

Principals or their designee will review all classes for any potential inequities and make any necessary changes before individual student schedules or class placements are finalized. The Principal or designee may consult with general education and special education teachers and other staff as appropriate regarding placement of students for the upcoming years. The Parties agree to use guidance from the MA Department of Elementary and Secondary Education (DESE) with respect to placement of ELL students and students on IEPs and 504 Plans in inclusion classrooms.

If a teacher has concerns regarding inequities in the distribution of students in their class assignment, they will discuss their concerns and possible solutions with the Principal. If remedies are not identified at the building level, the Principal will work with the relevant district-wide staff for possible solutions. The final resolution to the concern will be communicated back to the teacher.

Class placements shall take into account building instructional models such as sheltered instruction or co-teaching. A collaborative decision-making process shall be used before implementing a new instructional model to ensure that staff buy-in and support takes place; additionally, Principals will continually assess current models throughout the course of the school year.

## **ARTICLE X**

### **Curriculum Resources**

Recognizing the statutory responsibility of the Committee for the adoption of curriculum resources and the professional competence and skills of the staff in relation to curriculum resource selection, the Association and the Committee agree that selections of curriculum resources used in the schools shall continue to be cooperatively arrived at through joint consultation among teachers and administrators, with a recommendation to the Superintendent, subject to final approval by the Committee.

**ARTICLE XI**  
**Association Rights**

- A. The Association President(s) and Vice President(s) will not be scheduled for regular duties outside of teaching responsibilities, in order to conduct union business.
- B. If possible, there will be preferential scheduling of common preparation time for the Association President(s) and Vice President(s).
- C. Members voted as delegates to the Massachusetts Teachers Association Annual Meeting will be allowed to take one (1) professional day as approved by the Superintendent or their designee.

**ARTICLE XII**  
**Teacher Rights**

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. The teacher will acknowledge that s/he has had the opportunity to review their evaluation report by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material, and their answer shall be reviewed by the Superintendent and attached to the file copy.
- C. The Association recognizes the authority and responsibility of the administrators to discipline or reprimand teachers for delinquency of professional performance.
- D. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- E. Whenever adverse written material is placed in a teacher's file, a copy will be sent directly to the teacher at the time of its inclusion. Within ten (10) school days thereafter, the teacher may submit a written answer to such material, which shall be placed in the teacher's file.
- F. There will be no reprisals of any kind taken against any teacher by reason of their membership in the Association or participation in its lawful activities.
- G. Teachers will be entitled to full rights under Federal and State Law.
- H. No teacher will be prevented from wearing pins or other identification of membership in the Association or any other teacher organization, provided the same is not such as to attract inordinate attention.

**ARTICLE XIII**  
**Teacher Facilities**

- A. Each school will have the following facilities, if possible:



1. Space in each classroom where teachers may safely store instructional materials and supplies;
2. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
3. An appropriately furnished room to be reserved for the exclusive use of the staff as a staff lounge;
4. A serviceable desk and chair for the teacher in each classroom;
5. Where possible, a communication system so that teachers can communicate with the main building office from their classrooms;
6. A well-lighted and clean unisex teacher rest room;
7. A separate, private dining area for the use of the staff;
8. An adequate portion of the parking spaces at each school reserved for teacher parking;
9. Telephones in each building for use by the teachers;
10. A dedicated staff bathroom;.
11. A private, non-bathroom space where teachers can comfortably express breast milk or breast feed.

#### B. Nurses' Facilities

Each school nurse will be provided with an appropriately furnished room that meets the sanitary needs of the students and nurse to prevent the spread of infection and where the nurse may safely and privately administer health care to all students. This would include, but not be limited to:

1. A sink and contiguous access to a bathroom;
2. An area that can be screened off for privacy when needed;
3. A space to store medical supplies, medications and health records in accordance with Massachusetts State Law;
4. Telephones with direct access to outside emergency numbers at each nurse's station;
5. The District will, to the best of its ability, ensure Nurses have equitable technology (computers and printers, software) at their health office stations to ensure proper documentation of student health visits and school health records.

#### C. Building Maintenance

1. Staff will be given access to an electronic ticket system in which they can submit concerns about maintenance (currently the "Facilities Report It" form). When a teacher uses the ticket system, they will get a response as to the status of the job and when they can expect it to be addressed.
2. On the first day of each month, a report of all the issues/building needs will be generated. This report will go to union leaders and central office leadership so that they may track the progress of these issues.
3. The electronic ticket system will include an option for teachers to request new classroom furnishings. The approval of these requests will be based on need and budgetary allowances.

#### **ARTICLE XIV**

##### **Sick Leave**

- A. Teachers will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Sick leave shall accumulate to two hundred fifty (250) days. Any teacher absent from duty shall follow established school procedures to report the absence to the building Principal. Accrued sick time is accessible via the online Employee Self Service (ESS) portal: <https://northandoverma.munisselfservice.com/default.aspx>.
- B. Physician's Certificate: In cases of illness/injury, the teacher will provide the administration with certification of illness from the attending physician on the fifth (5) consecutive day of absence. In the event the illness extends beyond ten (10) consecutive school days, the teacher will provide the administration with certification of illness, as required.
- C. In addition to personal illness or injury, sick leave may be utilized for the following purposes:
  1. One (1) day when emergency illness or injury in the family requires a teacher to make arrangements for necessary medical and nursing care.
  2. A maximum of up to ten (10) sick leave days of the teacher's accrued sick leave per school year may be used for a teacher to care for a sick child and/or elderly parent. This provision is for children (infancy to eighteen years of age) whose illness requires the teacher's presence during the school day. This provision is not intended to be used for dental and/or medical appointments that are not required by the child's illness.
  3. In the event of a critical illness in the immediate family, a maximum of ten (10) days per school year may be granted on approval by the Superintendent or their designee. This allowance is noncumulative. Critical illness means illness that the attending physician considers sufficiently serious to require the employee's presence at the bedside. Immediate family means spouse or domestic partner, children, parent(s), sibling(s), grandparent(s), grandchildren, spouse's or domestic partner's parents.
  4. A teacher may request to use additional sick time for the purposes outlined under paragraphs 2 and 3 above with the approval of the Superintendent and documentation of the need.

5. Whenever a teacher is absent as a result of an injury arising out of and in the course of employment, the teacher will be paid the difference between their full salary and payments received under Massachusetts General Laws, Chapter 152 (Worker's Compensation).

#### D. Sick Leave Bank

1. A Sick Leave Bank is established for use by qualified members whose sick leave accumulation is exhausted from a prolonged illness or injury, documented by a physician, and who require additional leave to be able to return to work from an extended illness or injury.
2. At the start of each school year, every unit member shall submit one (1) sick day from their personal accumulation into the Sick Leave Bank. If at the beginning of a school year the number of Sick Leave Bank days equals or exceeds two thousand (2,000) days, no additional days will be contributed by the membership for that year. If the amount of days in the Sick Leave Bank is reduced to three hundred and sixty (360) days, then the Sick Leave Bank shall assess each member of said Bank one (1) additional day, which will be deducted from the member's annual fifteen (15) days of sick leave.
3. A Sick Leave Bank will be available only after the eligible employee has exhausted their own personal sick leave, both annual and accumulated.
4. Unused days in the Sick Leave Bank shall accumulate from year to year and from contract to contract.
5. The Sick Leave Bank will be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) of these members will be executive board members of the Association, one (1) will be elected at the teachers' annual meeting, and one (1) member will be designated by the Superintendent but will not be a building administrator. 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 three (3) affirmative votes from the Sick Leave Bank Committee. The decision of the Sick Leave Bank Committee shall be final and binding and not subject to appeal.
6. Application for benefits shall be made to the Sick Leave Bank Committee. The application may be submitted in original format no earlier than ten (10) school days prior to a person exhausting all of his own personal sick leave days. 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. Electronic/faxed documents will not be accepted. The Sick Leave Bank application form can be found in Appendix D of this agreement and on the Human Resources web page.
7. Any grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) 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 teacher shall be granted more than one hundred eighty four (184) sick leave days for the same illness by the Sick Leave Bank Committee.

8. The Superintendent will provide an annual accounting of Sick Leave Bank days to the Association no later than October 1st of each year.

## **ARTICLE XV**

### **Extended Leaves of Absence**

All requests for leave made under this Article, whether original requests, extensions, or renewals, shall contain the length of leave for which the request is made. A teacher shall notify the Superintendent not later than March 1st of their intent to return to their position for the following school year.

#### **A. Extended Leaves for Health Reasons**

1. After five (5) years continuous employment as a teacher in the North Andover Public Schools, a teacher 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 appropriate medical evidence.
2. Any teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness

#### **B. Parental Leaves**

##### **1. General Policies and Rules**

- a. A teacher who has been employed by the school for three months is eligible for parental leave for the birth or adoption of a child. Parental leave may be granted for a twelve (12) consecutive week period. Any teacher who intends to apply for parental leave shall notify in writing the building Superintendent and Principal as soon as practical. Eligible teachers will be provided up to four (4) weeks of this leave paid, but not deducted from sick leave. Any eligible teacher shall be entitled to utilize up to eight (8) weeks of accrued personal sick leave following the date of birth or adoption.
- b. At least four weeks prior to the probable date of leave, any teacher may apply in writing to the Building Principal or Superintendent for a parental leave of absence. Such requests shall include the reason for the leave of absence at the time they notify the Superintendent of the condition. Such leave of absence to take the effect at a date agreed upon by the teacher and their physician, if relevant. The agreed date may be changed if and when deemed necessary by the teacher's physician or due to the adoption process and/or with supporting medical documentation
- c. A teacher shall notify the Superintendent as soon as reasonably practical if a scheduled maternity leave is no longer necessary.
- d. If a teacher decides to extend her leave beyond the period of disability and recovery she may apply for unpaid Child-Rearing Leave. (Section C of this

Article).

- e. Eligible staff may petition the sick bank in accordance with the parameters set out in Article XIV, Section D, entitled "Sick Leave Bank."

- 2. The parties to this Agreement agree that all State statutes and decisions of all Federal and State courts concerning maternity/parental leave will be applicable to this Agreement. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.

C. Child-Rearing Leave

Any member of the bargaining unit may apply for unpaid child-rearing leave in accordance with the following provisions:

- 1. If a teacher leaves before January 1st of any school year, their leave of absence, without pay, shall extend to the following September 1st. If a teacher leaves after January 1st of any school year, their leave of absence, without pay, shall extend to September 1st following the commencement of the leave or to the succeeding September 1st. If a teacher completes ninety-one (91) days or more of the school year, they shall accrue full seniority for that year.
- 2. The Superintendent, at their discretion, may curtail or terminate the leave of absence in order to enable the teacher to return to duty at a time which would best serve the educational interests of the school system.

- D. Upon recommendation by the Superintendent after written recommendation by the applicant's Principal, an extended leave of absence without pay for one (1) year after seven (7) consecutive full school years of service as a teacher in the North Andover Public Schools or two (2) years after ten (10) consecutive full school years of service as a teacher in the North Andover Public Schools may be granted provided that requests for extended leave must be received by the Superintendent no later than March 1 and action must be taken on all requests no later than May 1st of the school year preceding the school year(s) for which the extended leave is requested.

- E. A leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a participant in a teaching program in either. Upon return from such leave, a teacher will be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

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

- H. Additional leave without pay may be granted at the discretion of the Superintendent.

- I. All benefits to which a teacher was entitled at the time their leave of absence commenced, including

unused accumulated sick leave, may be restored to them upon their return, and they will be assigned to the position they held at the time said leave commenced if available.

Time spent on unpaid leaves of absence, except for Subsections G and H above, shall not accrue towards length of service but neither shall it constitute an interruption of employment.

- J. All requests for extensions or renewals of leaves will be applied for in writing, and all responses will be submitted in writing.
- K. A teacher shall 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).

## **ARTICLE XVI**

### **Sabbatical Leaves**

Upon recommendation by the Superintendent, after written recommendation by the applicant's Principal, sabbatical leave may be granted, subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing no later than March 1st and action must be taken on all requests no later than April 15th of the school year preceding the school year for which the sabbatical leave is requested.
2. The teacher has completed at least seven (7) consecutive full school years of service as a teacher in the North Andover Public Schools.
3. Teachers on sabbatical leave will be paid at fifty percent (50%) of their regular salary for a full-year or half-year sabbatical leave, provided such pay when added to any program grant will not exceed the regular salary schedule rate.
4. The teacher will agree to return to employment in the North Andover Public Schools for one (1) full year in the event of a semester's leave or two (2) full years in the event of a full year's leave.
5. In the event a teacher does not return to the North Andover Public Schools after a sabbatical leave, the teacher shall make immediate restitution of the full amount paid under this Article.

## **ARTICLE XVII**

### **Other Absences**

The following provisions concerning absences shall not be construed as bestowing a privilege of absence. The Principal or Superintendent shall not recommend payments of salary during absence unless in their opinion it conforms in every respect with the provisions of this section.

Any teacher absent from duty shall follow the established school procedures to report promptly the absence to the Principal. Teachers requesting the following leaves shall submit their request in writing on the Absence Request Form located in Appendix C of this Agreement.

- A. Personal Days

1. Personal days may be utilized for personal business that cannot be scheduled outside normal school hours. On the first official day of the school year, each teacher will be granted two (2) personal days for personal reasons not covered by other provisions of this Agreement. Advance approval by the Superintendent will be required for all such absences. Notification must be sent to the Superintendent at least one (1) day prior to a personal day. The teacher does not need to indicate the purpose of the personal day unless the day falls into the category listed in Section A2 of this article.
2. Personal days are not intended to extend a vacation or for recreational activities. Any teacher who must use a personal day on the day before or the day after a holiday or school vacation must submit a written reason along with the form supplied by the District located on the NAPS website to the Superintendent. The request may be submitted as soon as possible and not less than fourteen (14) days prior to the absence. If an individual feels that the reason is so personal that they do not wish to put it in writing, they may contact the Superintendent or Director of Human Resources directly to discuss the request. If necessary, the Superintendent or their designee may request to meet with the teacher and thereafter render a decision within forty-eight (48) hours following the meeting with the teacher.
3. Up to one (1) personal day may be rolled over into the following school year as a personal day. This would allow a teacher to begin the following school year with a maximum of three (3) personal days. If a teacher ends a year with more than one personal day, the remaining personal days or portions thereof will be rolled into accrued sick time for the following year.

#### B. Funeral Leave

1. A maximum of five (5) days with pay, not chargeable to any other leave, may be granted for death in the immediate family. Immediate family means spouse or partner, children, parent(s), sibling(s), grandparent(s), parent(s)-in-law or grandchild. A maximum of two (2) days will be allowed for brothers-in-law, sisters-in-law, grandmothers-in-law, grandfathers-in-law and aunts and uncles. Additional leave may be granted with the approval of the Superintendent.
2. In addition to the above provisions, a maximum of one (1) day of funeral leave for the death of a person, not covered above, may be taken and charged to the sick leave of the teacher. Additional funeral leave may be granted, if requested and approved, by the Superintendent.

#### C. Legal Transactions

Absence with pay may be allowed for transactions involving a legal matter that cannot be accomplished outside of normal school hours. Advanced approval by the Superintendent will be required for such absence. Teachers requesting said day shall submit their notification in writing on the form found in Appendix C.

#### D. Religious Day

Individuals covered by this Agreement shall be entitled to utilize one (1) day per school year with pay for observance of a religious holiday when said holiday falls on any scheduled workday. A religious holiday shall be defined as any day or portion thereof wherein absence from work is mandated in order to properly comply with the tenets of one's religion.

E. Temporary Active Duty

A maximum of ten (10) days per school year is allowed for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. Teachers will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.

F. Jury Duty

Teachers shall be granted leave for the purpose of jury duty and shall be compensated in accordance with General Laws Chapter 234 and Chapter 234A. Documentation from the court must be submitted.

G. In certain emergencies and with the Superintendent's advance approval, other absences with pay may be allowed.

H. Absences Without Pay

No other absences than those outlined above will be allowed with pay. In certain emergencies, and with the Superintendent's advance approval, absences without pay may be allowed. Deduction for any such absence will be made at the rate of one/one hundred eighty-fourth (1/184) of the employee's annual salary for each day of absence.

**ARTICLE XVIII**  
**Job Sharing**

A. Teachers will notify their Principal in writing of their interest in shared teaching and that request will be copied to the Superintendent.

B. Job sharing will be voluntary and subject to the approval of the Superintendent.

C. The application will be forwarded to the Principal and Superintendent by March 1 of the year preceding the job share year.

D. A response by the Superintendent shall be made by April 15 of that year.

E. All job sharing positions will be for one (1) year with renewal available upon request by the teachers to the Principal, and with the approval of the Superintendent.

F. When a job sharing position is terminated, the teachers will be assigned to the same position which they left prior to job sharing, if possible. If that position is not available, they will be assigned to a substantially equivalent position.

G. The teaching salary will be prorated, based upon a split equal to one hundred percent (100%);



seniority will accrue on a full-time basis; sick and personal leave will be prorated at fifty percent (50%).

- H. The Superintendent's decision on whether or not to approve a Job-Sharing appointment shall not be subject to the grievance procedure.

#### **ARTICLE XIX** **Use of School Facilities**

- A. The Association will have the right to use school buildings, if not in use, without cost at reasonable times for local meetings. On school days, the Association will notify the business office of the time and place of all such meetings. If the Association requests a meeting to occur after 5:00 p.m. on a school day, on a holiday, or on a weekend advance approval of the business office will be obtained.
- B. Teachers will have the right to use the athletic facilities and athletic equipment at the schools without cost for personal use. The schedule and other related matters will be arranged in advance with the business office.
- C. Permission will be granted to the Association to place one bulletin board for its exclusive use at its expense in the faculty lounge in each building. Copies of material posted on this bulletin board will be given to the Principal.

#### **ARTICLE XX** **Professional Development, Educational Improvement, Tuition Reimbursement**

Both the Committee and the Association recognize the importance of all teachers continuing to enhance their personal professional development to better serve the children of North Andover.

- A. The Administration will pay the reasonable expenses (including fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent.
- B. The Administration agrees to take all appropriate action to continue and to expand on-site in-service education programs for teachers.
- C. Professional Development Advisory Committee
  - 1. There shall be a Professional Development Advisory Committee (PDAC) composed of a minimum of two (2) members appointed by the Association and the Superintendent or their designee. Other members and administration may be invited as necessary.
  - 2. The Professional Development Committee shall have the following duties:
    - a. To assist the administration in planning, organizing, and supervising the Professional Development activities of the North Andover Public Schools.
    - b. To recommend to the Superintendent programs and other professional

development activities.

- c. To recommend in-service courses that are not offered by degree-granting institutions using standards developed by the PDAC.
  - d. To assist in designing professional development opportunities for graduate credit when there is sufficient interest on the part of the professional staff.
3. The PDAC shall meet at least three (3) times per year. Additional meetings as necessary may also be scheduled. Prior notice shall be sent to all professional staff announcing the scheduled meeting dates of the PDAC.
  4. Professional Development Instructional Opportunities

Any professional staff member interested in teaching an in-service course should submit the current application form to the PDAC for recommendation to the Superintendent. All courses will be evaluated at the end of a school year by the PDAC using the Course Evaluation Form.

Teachers who act as instructors for in-service courses will receive compensation at the contractual hourly rate. For each hour of instruction the teacher will also be compensated for an hour of preparation work. In lieu of compensation teachers have the option to receive two (2) in-service credits per 12.5 hours of classroom instruction. A teacher who participates in an approved in-service course shall receive one (1) in-service credit for every 12.5 hours of classroom instruction.

#### D. Course Approval and Credit for Advancement on the Salary Schedule

1. All requests for course approval and credit for advancement on the salary schedule must be submitted on the respective district course approval form currently located in Frontline Education (formerly known as MyLearningPlan).
2. Teachers may complete college and university-level courses and/or graduate programs to advance on the teacher salary schedule. The superintendent and/or their designee must pre-approve course(s) and programs in order to be eligible for advancement.
3. Course approval and advancement is based on the criteria that the course is aligned with system-wide goals and that it is appropriate for the teaching assignment. If the Superintendent or their designee rejects a course because it does not fit the criteria, the teacher will receive notification that his or her course was not approved.
4. Graduate credit from degree-granting institutions as well as North Andover in-service credit approved by the Superintendent or their designee will be recognized for advancement on the teacher salary schedule.

In-service courses taught and/or taken by North Andover teachers shall be approved by the Superintendent or their designee. In-service credits will be awarded to participants after the grades and attendance records are received and approved by the

Superintendent or their designee.

5. Graduate course credits towards the salary schedules of Masters +15, Masters +30, Masters +45/CAGS, Masters +60 and Masters+75/Doctorate will be given only for courses taken subsequent to receipt of Master's Degree and approved in accordance to provisions of this section (Article XX, D).
6. Each fiscal year (July 1 - June 30), a teacher will have the opportunity to change/advance one (1) lane/column on the salary schedule, providing they have achieved the requisite number of credits. The only exception shall be if a member with less than thirty (30) credits completes a CAGS. In that case they will be moved to the MA+45/CAGS lane.
7. Lane/column changes on the salary schedule will take place four times per year. Column changes will occur for those who have fulfilled the requirements on the following dates: August 15th, November 15th, February 15th, and April 15th. The salary increase will be reflected in the first paycheck of the following month.

#### E. Tuition Reimbursement Disbursement

Teachers may request reimbursement of five-hundred dollars (\$500), or the cost of the course if less, for courses approved by the Superintendent or the Superintendent's designee. The Committee must reimburse up to the amount in this Section E1, but it is not required to reimburse courses once this fund is exceeded. For courses that are part of a matriculated program, the reimbursement amount shall be seven hundred and fifty dollars (\$750).

This reimbursement will be paid for courses offered by accredited colleges, universities or professional training schools that are taken with the advance approval of the Superintendent or their designee. Process and criteria for course approval are listed in the above section (Article XX, D).

The teacher must achieve the grade of a B or above in a graded course or a passing grade if the course is taken pass/fail in order to be reimbursed.

1. The Committee will allocate \$50,000 for tuition reimbursement.
2. Tuition reimbursement will be awarded based in the following manner:
  - a. The application form will be electronically submitted (currently in Frontline Education). The form for course approval and the form for course reimbursement are two (2) separate forms and processes. Once a course is complete and a member wishes to request reimbursement, they must fill out the course reimbursement form and submit their transcript and proof of payment (credit card statement or bank statement).
  - b. Courses will be reimbursed in the order in which the reimbursement applications are submitted. Reimbursement for the first course a teacher applies for in a fiscal year shall be provided in a timely manner. A teacher may request reimbursement for additional courses, but these requests will be held until the end of the year to determine if funds are still available. If at the end of the year there are funds remaining, a second course for each teacher will be reimbursed

in the order they were submitted until no funds remain.

- c. If funds still remain after all teachers have received reimbursement for two courses, the additional funds shall be apportioned to the remaining unfunded courses by a committee consisting of two (2) representatives appointed by the Association president(s) and one (1) representative designated by the Superintendent.
- d. If a teacher wishes to request reimbursement for a course, the course must begin on or after July 1st and the application and supporting documentation must be submitted no later than June 1st of the following year. The only exception shall be courses in which the institution offering the course sets the calendar/schedule for the beginning and end date of a course. In this case, a course can take place outside of the aforementioned timeline, providing that proof is given showing that the schedule was outside the control of the teacher. In these instances, the fiscal year in which the end date takes place will determine which funds are allocated for reimbursement.

## **ARTICLE XXI**

### **Protection**

- A. A teacher will immediately report, in writing, all cases of assault suffered by them in connection with their employment to the Principal.
  - 1. This report 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 teacher for information in its possession relating to the incident or the persons involved and may act in an appropriate way as liaison between the teacher, the police, and the courts.
  - 2. 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.
- B. If criminal or civil proceedings are brought against a teacher alleging that they committed an assault in connection with their employment, the Administration may furnish legal counsel to defend them in such proceedings if they request such assistance and shall comply with all laws applicable thereto.
- C. The Town of North Andover will provide coverage as per the Sovereign Immunity Law in accordance with Chapter 512 of the Acts of 1978.
- D. Healthy Learning and Working Environment. Via a mutually agreed upon qualified contractor, conduct an annual review of each building to detect and subsequently appropriately remediate potential health dangers, including but not limited to mold and asbestos. The review should be conducted near the end of the school year when the buildings are occupied. The contractor shall share all relevant information simultaneously jointly with the district administration and the Association President and Teaching Assistant chairpersons concerning any findings, reports, recommendations, progress and any other information from the contractor that is relevant to the identification and remediation of any identified health dangers. To ensure the safety of schools,

administration shall ensure that any identified health dangers are remediated in a reasonable amount of time, and shall cooperatively work with the Association's leadership on the necessary steps.

**E. Secure Learning and Working Environment**

1. North Andover Public Schools will conduct annual site/school specific training on building safety.
2. North Andover Public Schools will conduct regular annual security reviews of every public school building and work space, to be completed prior to the start of each school year. The Association and District shall agree upon a consultant to conduct this review.
3. North Andover Public Schools shall implement all recommendations within 60 days of the report.
4. North Andover Public Schools shall implement all recommendations within 60 days of the report. If 60 days is not possible, the Association and the Committee will agree upon a remediation plan and implementation timeline.

**ARTICLE XXII**

**Personal Injury, Insurance, Annuity Benefits**

- A. Whenever a teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of their employment, they will be paid the difference between their full salary and the amount of any worker'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.
- B. Health and Accident Insurance: Matters involving employer provider health insurance are governed by the provisions of the Memorandum of Agreement between the Town of North Andover and the North Andover Public Employee Committee dated July 1, 2019 to June 30, 2022.
- C. Life Insurance: Teachers will be afforded such life insurance as is annually provided by Town Meeting and the Board of Selectmen.
- D. Tax-Sheltered Annuities: The Committee agrees to provide a 403(b) Plan for members of the bargaining unit. The employer will match the employee contribution to the plan, dollar for dollar up to a maximum of the amount of two hundred fifty dollars (\$250) pre-tax per year. A unit member wishing to participate in the program must notify the payroll coordinator in writing consistent with the present policy. To the extent permitted by law, any participant in this plan may designate annually any amount to be contributed to his/her account in this plan by payroll deduction before taxes, said amount shall not exceed that established by federal law and/or IRS tax code. All employee contributions and the employer match up to the amount listed above shall be made in equal amounts using payroll deductions for each pay period.
- E. 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 XXIII**

#### **Dues Deductions**

- A. Dues for the National Education Association, Massachusetts Teachers Association, and North Andover Teachers Association, where authorized individually and voluntarily by the teacher, shall be deducted in twenty-four (24) installments and forwarded to the Treasurer of the North Andover Teachers Association once per month.
- B. Teacher authorization statements shall be submitted in writing (in duplicate on the forms provided in Appendix B to the Association Treasurer, who will transmit them in duplicate to the Committee (Superintendent's Office) no later than Friday of the week school convenes. The Committee will not be required to honor any deduction authorizations that are delivered to it later than Friday of the week school convenes except in the case of new teachers hired after September 1st.
- C. The District shall be notified in writing at least thirty (30) days prior to the effective date of any change in membership rates.

### **ARTICLE XXIV**

#### **Educator Professional Growth, Evaluation**

- A. The parties agree that the Educator Professional Growth and Evaluation Program (2012) developed by the Supervision and Evaluation Committee and any changes thereto ratified by the parties shall be incorporated into this agreement. This document can be found on the Human Resources webpage.
- B. Any changes to the current evaluation document must be bargained by the parties in accordance with Article II, F.
- C. Supervision and Evaluation Committee
  - 1. There shall be a Supervision and Evaluation Committee composed of five (5) members chosen by the Association and five (5) members chosen by the Superintendent.
  - 2. The Supervision and Evaluation Committee will meet at least once each year to review the need for any changes to the document.
- D. Supervision and Evaluation Process, Rubric Indicator and Element Focus
  - 1. The Superintendent and Association representation will meet with the District's leadership team in the spring to choose the focus indicators and elements that will be aligned with the District's strategic plan.
  - 2. These indicators and elements will form the basis of the focus for each teacher's goal setting and summative evaluation for the following school year.
  - 3. In addition to those indicators and elements, an evaluator, based upon observation that

raises concerns, and upon written notification of the concern to the teacher, may choose additional indicators and elements to be applied to a teacher's evaluation process.

4. Teachers will be expected to provide four (4) pieces of evidence to support their goals and/or standards. If an evaluator has concerns about a particular individual(s), they may request more evidence about one or more standards. Additionally, a teacher is able to provide more than four (4) pieces of evidence if they so choose. Professional development will be provided for teachers regarding creating a list of types of evidence that could be submitted. Professional development will be provided on how to share the evidence with some teacher choice. There will be a district and/or school goal as well as a teacher goal.

## **ARTICLE XXV**

### **Unit Member Benefits**

- A. If a teacher has a child or children who regularly use Breakfast Club and/or Kids Stop for two (2) days or more a week, a 5% discount will be given. The teacher must apply and have their children accepted through the Community Programs' application process. Community Programs process applications on a first-come, first-served basis and preferential treatment will not be given to children of teachers.
- B. Teachers will have the option to only use Kids Stop for childcare on early release days. A full-year commitment must be made to use this service and pay in accordance with Kids Stop policies. There is no discount offered for this option.
- C. Children of a unit member may enroll in the North Andover Public Schools, on a tuition free basis, except as in hereafter provided, subject to the following terms and conditions:
  1. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report. Costs in excess of said amount shall be paid by the staff member. Staff may also request that the excess costs be paid for by their community of residence per MGL c. 76 s. 12 and in accordance with the terms of this Agreement.
  2. All requests for placement for the following school year must be completed and submitted, with the required documentation, by May 15th. The Superintendent or designee shall make a decision, subject to the availability of space on an annual basis. This decision will be communicated by June 1st (when possible). Said decision is not subject to the grievance procedure.
  3. Once a child has enrolled in the North Andover Public Schools, it is understood that they may remain in the system, subject to the terms and conditions provided herein, so long as there is sufficient space (slots) for the student and the parent continues to be employed by the North Andover Public Schools and child abides by the rules and regulations of the school system.
  4. North Andover Public Schools will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.

5. In the event that enrollment applications for the same slot exceed the approved slots, the following shall govern: (1) prior enrollment and (2) seniority. Example: Three Unit members with students in the fourth-grade file applications. The Superintendent or Designee determines that there are two available fourth grade slots. The students who were already enrolled in the North Andover Public Schools under this provision will be given priority and if all three students were previously enrolled; seniority of the Unit members involved shall govern which two students shall be admitted.
6. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to be issued after a finding of probable cause by an Agency, this Article shall be renegotiated by the Committee and the NATA, with the goal of lawfully maintaining the intent of this Article.
7. In the event North Andover were to become a "Choice" community, the provisions of this Agreement, to the extent required by the law, shall be subject to the "Choice" laws and rules and regulations related thereto.

## **ARTICLE XXVI**

### **Technology**

- A. The Director of Technology will share information about all anticipated technology changes (hardware and software) with the Union President(s) at least three (3) months before implementation. The union leadership will provide feedback to the Director of Technology concerning scheduling and any other potential issues related to the implementation of new technology.
- B. By May 15th of every year, the Union President(s) and technology department will send an optional survey to all staff about technology use. The Union President(s) will be allowed to see this survey before it's sent out, and the results will be shared with them by the end of the school year.
- C. Training shall be coordinated by the Director of Technology, taking into consideration the recommendation of the Union President(s). Training may take place during Professional development days, after school or online, as deemed appropriate and timely by the Director of Technology, Union President(s) and the Superintendent and/or their designee.
- D. All unit members will have access to adequate technology resources. Building administration will inform teachers of what technology (hardware and software) is available to support efficient instruction.
- E. When a unit member leaves the school district, that member will be allowed to retrieve their electronic materials stored on school equipment, district servers or district cloud service. A unit member will be required to return all school-issued devices by their final work day.

## **ARTICLE XXVII**

### **Death and Retirement Benefits**

- A. In the case of the death of a teacher during a school year, the balance of their earned contractual salary will be paid to their surviving dependents.



## B. Retirement

A teacher, having attained the age of sixty (60) years or more, and with a minimum of twenty (20) years teaching in the North Andover Public Schools, after submitting notice of intent to retire within three years or less, will receive an additional \$1,000 per year until retirement. It is understood that:

1. The request and benefit will run concurrently with the annual teacher contracts.
2. The benefit will not be paid in the event that this notice of retirement is withdrawn, and any monies paid under this clause shall be returned.
3. The benefit will only be paid for a maximum period of three (3) years.

## C. Early Retirement

A teacher on maximum salary step who has attained the age of fifty-five (55), but has not reached sixty (60) years of age, and who has a minimum of fifteen (15) years teaching in the North Andover Public Schools shall be eligible for a one-time, one year salary adjustment of \$4,000.00. The teacher must give written notice to the Superintendent of Schools of their retirement one (1) school year in advance (prior to September 1st of their final school year) and shall be paid the additional money prorated over the final year of service. In the event the early retirement notice is withdrawn, all monies paid under this clause shall be returned. Employees are eligible once during employment.

## **ARTICLE XXVIII** **Reduction in Professional Staff**

The following shall apply whenever the Committee deems that a reduction in the professional staff is advisable:

- A. Positions will be the determining factor for what will be eliminated, and not the teachers who occupy those positions.
- B. Teachers without Professional Teacher Status (non-PTS) holding eliminated positions will be laid off first. Teachers with Professional Teacher Status (PTS) holding eliminated positions will be laid off following the criteria listed below in Sections C, E, F, and G.
- C. Positions will be eliminated from the groupings based on certification.
- D. If there is more than one (1) teacher without Professional Teacher Status in the position being considered for reduction, the following criteria will be used in making the decision of whom to lay off. The criteria are, in order of importance:
  1. Performance in Job: A recommendation will be made by the Superintendent subsequent to recommendations by the Principal based on the evaluations of the teacher.
  2. Versatility of the Teacher: Preference will be given to a teacher who has the ability and certification to teach in more than one area, if needed, and whose degree status and professional development indicate professional growth.

3. Longevity of the Teacher in the North Andover Public Schools: The criteria for determining longevity will be the first working day in the school system and then the date of employment. If the date of employment is the same for two (2) or more teachers, the date and order of hiring will be used as the determining criteria.
- E. If a reduction in the teaching staff results in a teacher with Professional Teacher Status being laid off, then junior teachers will be laid off within their discipline first if the criteria delineated in Section E2 below are approximately equal.

When a reduction in force in Professional Teacher Status personnel is to occur it shall first occur by attrition such as retirement or voluntary termination. Transfer to a vacant position shall be made to avoid the termination of a teacher due to a reduction in force, provided, however, the teacher to be transferred is licensed to perform the duties of the vacant position.

In the event of a reduction in force of Professional Teacher Status personnel the following procedure shall apply:

1. No teacher with PTS will be dismissed due to a reduction in force if there is a non-PTS teacher holding a position which the teacher with Professional Teacher Status is licensed to fill.
  2. In the event a teacher with PTS is to be reduced or involuntarily transferred due to a reduction in force, the following factors shall be considered by the Superintendent in determining who among teachers with Professional Teacher Status is to be reduced: The best interests of the students as demonstrated by job performance. Job performance shall be measured by each teacher's overall rating on their most recent summative evaluation report, as generated per the Evaluation System negotiated by the parties, except that no distinction shall be made between the overall performance ratings of proficient and exemplary. For teachers with PTS: When the above factors are approximately equal, length of service shall be the determining factor. In the event that unusual compelling circumstances require that an educator maintain their position to protect the best interests of the students, then the District may exempt such an educator from reduction in force.
- F. Teachers with PTS shall retain the right to displace less-senior teachers (per paragraph 2 above) in other groupings/disciplines, provided they are licensed to teach in such groupings/disciplines and have taught at least one (1) full year in that grouping/discipline in the last five (5) years.
- G. Teachers with Professional Teacher Status who are to be laid off shall be treated as if on a leave of absence for two (2) full school years from the school year following the reduction in force notice.
- H. Teachers on said leave shall be eligible to participate in group plans provided they pay one hundred percent (100%) of the group premiums, so long as State Law allows.
- I. Recall: In the case of a recall within two (2) years of layoff, teachers with Professional Teacher Status shall be rehired in the inverse order of their layoff to positions for which they are certified and have taught for one (1) full year within the last five (5) years. The Superintendent will notify the Association of all openings. It is the responsibility of the teacher on the recall list to notify the

Superintendent of their intention to resume employment. Teachers on the recall list shall provide the Superintendent with a current email address, phone number, and mailing address. The refusal on the part of a teacher to accept recall to a permanent position shall constitute a forfeiture of all recall rights unless a teacher is under contract in another school district, in which case, the teacher shall accept recall for the first day of the next school year or forfeit all recall rights.

- J. In the event that paragraph 7 of M.G.L. Chapter 71 Section 42 as modified by the Legislature in 2012 is revoked or otherwise modified, then the original Article XXVII language from the 2014-2017 AGREEMENT between the NORTH ANDOVER SCHOOL COMMITTEE and the NORTH ANDOVER TEACHERS ASSOCIATION shall be in effect.

## **ARTICLE XXIX**

### **General**

- A. There shall be no negotiation meetings between the Committee and/or administrators and the Association during a school day, unless otherwise agreed upon in writing.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting.
- C. This agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The District will amend its administrative regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- D. There shall be no strike, work stoppage, slow downs, or withholding of services during the duration of this Agreement, as provided by law.
- E. Copies of the Agreement will be printed at the joint expense of the Committee and the Association.
- F. Mutual Concerns Committee

The Committee and the Association express their joint intention through the terms and conditions of this Agreement to continue their harmonious relations, to promote mutual cooperation and understanding, and to establish and maintain new and effective lines of communication between the parties.

In order to achieve these ends, the Committee and the Association agree that a Mutual Concerns Committee shall be established as a conduit for mutual expression and discussion for the purpose of jointly resolving problems that may arise after the execution of the Agreement.

The Mutual Concerns Committee shall consist of the President(s), Vice-President(s), and Chairperson of the Professional Rights and Responsibilities Committee for the Association and the Superintendent and other administrators, as needed, for the School Committee.

The following procedures shall govern the Mutual Concerns Committee:

1. It will meet once per month during the school year. This committee may schedule more

meetings, as necessary. Each meeting will be calendared in advance with at least one (1) month notice.

2. There will be a mutual exchange of agenda by the Superintendent and President(s) of the Association at least one (1) week prior to the meeting date.
3. In preparation for the monthly meeting, the following reports will be generated and distributed to Union Leaders and the Central Office team on the first of the month:
  - a. Maintenance Fix-It requests log
  - b. Technology Support requests log
  - c. Course Reimbursement status report
  - d. Sick Bank status report
4. If all items on the agenda are not discussed at a particular meeting, another meeting shall be scheduled within two (2) weeks for the purpose of completing the discussion of all items, unless it is mutually agreed to extend the time.
5. There shall be a meeting chairperson on an alternating basis beginning with the Superintendent.

**G. Employee Assistance Program**

The parties agree to utilize the Employee Assistance Program in effect, without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement.

The Association and the District agree to cooperate in encouraging employees to seek assistance for problems, including but not limited to, alcoholism and drug abuse. If the employee refuses to avail themselves of assistance, the normal contractual disciplinary procedures will be used.

**H. Drug Free Workplace Policy Statement**

The parties agree to the Policy Statement ratified on December 10, 1991 by the Association and January 15, 1992 by the Committee concerning the commitment to a drug-free workplace.

**I. An Act Relative to Background Checks**

All employees shall be required to comply with An Act Relative to Background Checks (M.G.L. Chapter 459 of the Acts of 2012).

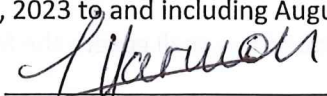
**J. The District agrees not to expand the use of Merrimack Fellows beyond the 2016-2017 level.**

**ARTICLE XXX**

**Duration**

This Agreement shall remain in effect from September 1, 2023 to and including August 31, 2027.

  
David Brown, Committee Chairperson

  
Juliette Darmon, Association President

**Appendix A**  
**Salary Schedules 2023-2027**

<b>2023-2024 Salary Schedule: 3% Increase</b>							
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>MA+75</b>
<b>1</b>	\$50,930	\$56,860	\$58,155	\$59,453	\$61,056	\$62,670	\$64,302
<b>2</b>	\$51,930	\$57,860	\$59,155	\$60,453	\$62,056	\$63,670	\$65,302
<b>3</b>	\$52,930	\$58,860	\$60,155	\$61,453	\$63,056	\$64,670	\$66,302
<b>4</b>	\$54,656	\$60,699	\$62,030	\$63,363	\$65,015	\$66,690	\$68,423
<b>5</b>	\$57,670	\$63,825	\$65,175	\$66,529	\$68,219	\$69,922	\$71,738
<b>6</b>	\$60,805	\$66,997	\$68,355	\$69,711	\$71,427	\$73,155	\$75,058
<b>7</b>	\$64,090	\$70,424	\$71,813	\$73,206	\$74,972	\$76,754	\$78,750
<b>8</b>	\$66,820	\$73,302	\$74,732	\$76,244	\$78,146	\$80,061	\$82,143
<b>9</b>	\$71,405	\$78,215	\$79,796	\$82,188	\$84,606	\$87,201	\$89,467
<b>10</b>	\$74,628	\$81,745	\$83,396	\$85,897	\$88,423	\$91,136	\$93,504
<b>11</b>	\$77,805	\$85,224	\$86,946	\$89,552	\$92,186	\$95,015	\$97,485
<b>12</b>	\$82,090	\$89,919	\$91,736	\$94,485	\$97,264	\$100,249	\$102,856
<b>13</b>	\$83,883	\$91,882	\$93,738	\$96,548	\$99,388	\$102,438	\$105,101

<b>2023-2024 Salary Schedule (Last Day of School June 2024: 1% Increase)</b>							
<b>Step</b>	<b>BA</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	<b>MA+75</b>
<b>1</b>	\$51,440	\$57,429	\$58,736	\$60,047	\$61,667	\$63,297	\$64,945
<b>2</b>	\$52,450	\$58,439	\$59,746	\$61,057	\$62,677	\$64,307	\$65,955
<b>3</b>	\$53,460	\$59,449	\$60,756	\$62,067	\$63,687	\$65,317	\$66,965
<b>4</b>	\$55,202	\$61,306	\$62,650	\$63,996	\$65,665	\$67,357	\$69,107
<b>5</b>	\$58,246	\$64,463	\$65,827	\$67,194	\$68,901	\$70,621	\$72,456
<b>6</b>	\$61,413	\$67,667	\$69,039	\$70,408	\$72,141	\$73,887	\$75,808
<b>7</b>	\$64,731	\$71,128	\$72,531	\$73,938	\$75,721	\$77,521	\$79,537
<b>8</b>	\$67,488	\$74,035	\$75,480	\$77,006	\$78,928	\$80,861	\$82,964
<b>9</b>	\$72,119	\$78,997	\$80,594	\$83,010	\$85,452	\$88,073	\$90,361
<b>10</b>	\$75,374	\$82,562	\$84,230	\$86,756	\$89,308	\$92,048	\$94,439
<b>11</b>	\$78,583	\$86,076	\$87,815	\$90,447	\$93,107	\$95,965	\$98,460
<b>12</b>	\$82,911	\$90,818	\$92,653	\$95,430	\$98,237	\$101,251	\$103,884
<b>13</b>	\$84,722	\$92,801	\$94,676	\$97,514	\$100,382	\$103,462	\$106,152

2024-2025 Salary Schedule (September 1, 2024: 5% Increase)							
Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75
1	\$54,012	\$60,300	\$61,673	\$63,050	\$64,750	\$66,462	\$68,192
2	\$55,072	\$61,361	\$62,734	\$64,110	\$65,811	\$67,522	\$69,253
3	\$56,133	\$62,421	\$63,794	\$65,171	\$66,871	\$68,583	\$70,313
4	\$57,963	\$64,371	\$65,782	\$67,196	\$68,948	\$70,725	\$72,562
5	\$61,159	\$67,686	\$69,118	\$70,554	\$72,346	\$74,152	\$76,079
6	\$64,484	\$71,050	\$72,491	\$73,928	\$75,748	\$77,581	\$79,599
7	\$67,967	\$74,685	\$76,157	\$77,635	\$79,507	\$81,397	\$83,514
8	\$70,863	\$77,737	\$79,254	\$80,857	\$82,874	\$84,904	\$87,112
9	\$75,725	\$82,947	\$84,624	\$87,160	\$89,725	\$92,476	\$94,880
10	\$79,143	\$86,690	\$88,441	\$91,094	\$93,773	\$96,650	\$99,161
11	\$82,512	\$90,380	\$92,206	\$94,970	\$97,763	\$100,763	\$103,383
12	\$87,056	\$95,359	\$97,286	\$100,201	\$103,148	\$106,314	\$109,079
13	\$88,958	\$97,441	\$99,409	\$102,389	\$105,401	\$108,635	\$111,460

2025-2026 Salary Schedule (September 1, 2025: 3.5% Increase)							
Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75
1	\$55,902	\$62,411	\$63,832	\$65,256	\$67,017	\$68,788	\$70,579
2	\$57,000	\$63,508	\$64,929	\$66,354	\$68,114	\$69,886	\$71,676
3	\$58,097	\$64,606	\$66,027	\$67,451	\$69,212	\$70,983	\$72,774
4	\$59,991	\$66,624	\$68,085	\$69,548	\$71,361	\$73,201	\$75,102
5	\$63,299	\$70,055	\$71,538	\$73,023	\$74,878	\$76,747	\$78,741
6	\$66,741	\$73,537	\$75,028	\$76,516	\$78,399	\$80,297	\$82,385
7	\$70,346	\$77,299	\$78,823	\$80,352	\$82,290	\$84,246	\$86,437
8	\$73,343	\$80,458	\$82,028	\$83,687	\$85,775	\$87,876	\$90,161
9	\$78,375	\$85,850	\$87,586	\$90,211	\$92,865	\$95,713	\$98,200
10	\$81,913	\$89,725	\$91,537	\$94,282	\$97,055	\$100,033	\$102,632
11	\$85,400	\$93,543	\$95,433	\$98,294	\$101,184	\$104,290	\$107,002
12	\$90,103	\$98,697	\$100,691	\$103,708	\$106,759	\$110,035	\$112,896
13	\$92,072	\$100,851	\$102,889	\$105,973	\$109,090	\$112,437	\$115,361

2026-2027 Salary Schedule (September 1, 2026: 4% Increase)							
Step	BA	MA	MA+15	MA+30	MA+45	MA+60	MA+75
1	\$58,138	\$64,907	\$66,385	\$67,866	\$69,697	\$71,540	\$73,402
2	\$59,280	\$66,049	\$67,527	\$69,008	\$70,839	\$72,681	\$74,544
3	\$60,421	\$67,190	\$68,668	\$70,150	\$71,980	\$73,823	\$75,685
4	\$62,391	\$69,289	\$70,808	\$72,330	\$74,216	\$76,129	\$78,106
5	\$65,831	\$72,858	\$74,399	\$75,944	\$77,873	\$79,817	\$81,891
6	\$69,411	\$76,478	\$78,029	\$79,577	\$81,535	\$83,509	\$85,680
7	\$73,160	\$80,391	\$81,976	\$83,567	\$85,582	\$87,616	\$89,895
8	\$76,277	\$83,676	\$85,309	\$87,034	\$89,206	\$91,391	\$93,768
9	\$81,510	\$89,284	\$91,089	\$93,819	\$96,580	\$99,542	\$102,128
10	\$85,189	\$93,314	\$95,198	\$98,053	\$100,937	\$104,034	\$106,737
11	\$88,816	\$97,285	\$99,251	\$102,226	\$105,232	\$108,462	\$111,282
12	\$93,708	\$102,645	\$104,719	\$107,857	\$111,029	\$114,436	\$117,412
13	\$95,755	\$104,886	\$107,004	\$110,212	\$113,453	\$116,935	\$119,975

**Appendix B**  
**Dues Authorization Form**  
North Andover Teachers Association

Unit Member's Name \_\_\_\_\_

School/Location \_\_\_\_\_

I hereby request and authorize the North Andover School Committee to deduct from my earnings the amount sufficient to provide for regular payment of membership dues for the Massachusetts Teachers Association, National Education Association and North Andover Teachers Association.

I further understand that such deductions shall be made in 24 installments (double deductions in May and June for those on 21-payment plans) and forwarded to the North Andover Teachers Association Treasurer once per month.

The North Andover School Committee will discontinue such deductions for any school year if I notify the Committee in writing to do so no later than sixty (60) days prior to the commencement of the school year.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Committee and all of its officers from any liability therefore.

In the event of my resignation during the year, I hereby authorize the North Andover Public Schools to deduct the remainder of my North Andover Teachers Association dues, which will be made payable to the Treasurer of the North Andover Teachers Association.

\_\_\_\_\_  
Unit Member's Signature

\_\_\_\_\_  
Date

(To be made-out in duplicate and submitted to the North Andover Teachers Association Treasurer, who will transmit both copies to the Committee by Friday of the week school convenes.)



**Appendix C**  
**Absence Request Form**  
North Andover Teachers Association

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
School/Location

\_\_\_\_\_  
Date(s) Requested

Pursuant to ARTICLE XVII, Other Absences, I hereby request the above dates as:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Personal Day(s)\* \_\_\_\_\_

Funeral Leave: Relationship: \_\_\_\_\_

Legal Transactions

Jury Duty

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Religious Day

Temporary Active Duty

Other Absence with Pay\*\*

Absence without Pay\*\*

The purpose of this request is to attend to personal matters that cannot be scheduled other than during normal school hours. The provisions of this article are not intended to extend a vacation or for recreational activities.

**\*Any teacher who wishes to use a personal day on the day before or the day after a holiday or school vacation must attach a written explanation to this form. The form and attachment must be submitted as soon as possible, but not less than fourteen (14) days prior to the absence.**

**\*\*For these absences, a written explanation must be attached to this form. These absences are granted at the discretion of the Superintendent.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Supervisor Signature

\_\_\_\_\_  
Date

**CENTRAL OFFICE ONLY:**

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Not Approved Comment: \_\_\_\_\_

\_\_\_\_\_  
Superintendent/Designee Signature

\_\_\_\_\_  
Date

## Appendix D

### Application for Sick Leave Bank

Please complete this form and return it to the Union President(s).

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
School/Location

\_\_\_\_\_  
Date of Application

**1. Number of Sick Bank Days Requested** \_\_\_\_\_

Any grant of sick leave shall not exceed thirty (30) days. Additional days may be requested and granted upon demonstration of continued eligibility.

**2. Estimated Date to Return to Work** \_\_\_\_\_ (date)

**3. My personal annual and accumulated sick days will be exhausted by** \_\_\_\_\_ (date).

This date must be within ten (10) days of the sick bank application date.

**4. Nature of Injury or Illness**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5. Attending Physician's Name & Contact Information**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6. I have attached a letter from this physician related to my request.** \_\_\_\_\_ (initials)

**7. Acknowledgement**

I hereby apply for extended Sick Leave Bank benefits as provided for in the contract between North Andover Teachers' Association and the North Andover School Committee. I understand that it is my responsibility to provide a signed letter from my physician along with any other information that the Sick Leave Bank Committee may require from me and or my physician. I understand that the Sick Leave Bank Committee shall determine my eligibility and their decision is final and binding as written in the contract, Article XIV Part D Sick Leave Bank Item 5.

\_\_\_\_\_  
Unit Member Signature

\_\_\_\_\_  
Date

\_\_\_\_\_ **Approved**

\_\_\_\_\_ **Not Approved** Comments: \_\_\_\_\_

## **Appendix E**

### **Standards for Evaluation of Athletic Coaches\***

#### *Coach as an Organizer*

- Establishes goals for the season
- Develops appropriate practice plans
- Prepares necessary paperwork on time
- Compiles summary of team and individual statistics
- Maintains, distributes and stores equipment and uniforms
- Prepares for injuries by keeping medical supplies and emergency forms on hand at practice and games

#### *Coach as a Leader*

- Conducts effective practice sessions
- Manages team effectively during athletic contests
- Properly supervises team during practices and contests, while traveling and in the locker room
- Effectively coordinates activities of all assistant coaches
- Advises athletes of team, department, school, district, league and state Association policies
- Attends all relevant meetings pertaining to individual sport

#### *Sports Knowledge and Skills*

- Demonstrates knowledge of the sport
- Practices proper safety procedures
- Uses new techniques in addition to proven methods of coaching
- Demonstrates understanding of growth patterns, strength development, stress, fatigue, and current training techniques
- Prepares for opponents; teaches skills necessary to win
- Team performance is consistent with quality of athletes

#### *Student-Athlete Relationships*

- Displays enthusiasm toward athletes and coaching
- Keeps athletes informed of their progress
- Teaches players to play within the spirit of the game and the letter of the rules
- Demonstrates and instills in student-athletes a respect for courtesy towards officials, coaches and opponents
- Treats athletes in a fair, tolerant and patient manner
- Maintains interest in athletes' academic progress and assists athletes in meeting graduation goals
- Maintains clear lines of communication with athletes
- Maintains proper coach-athlete relationships
- Uses varied motivation techniques
- Exhibits the ability to accept victory or defeat gracefully

#### *Staff & Administration Relationships*

- Works cooperatively and cooperates with the Principal, Assistant Principal for Athletics, and other coaches to develop a coordinated program
- Works well with athletic trainer to manage injuries of athletes
- Follows procedures for purchasing equipment, uniforms and developing schedules
- Coordinates with the athletic department; provides up-to-date roster changes, discipline issues,

- injury status etc.
- Accepts guidance and constructive suggestions
- Brings concerns/issues through proper chain of command

#### *Parent and Community Relationships*

- Communicates with parents regarding academic, athletic, and personal development concerns as necessary
- Promotes the program to the school and community
- Supports the NAHS boosters and their projects
- Develops sound public relations and keeps the media informed
- Encourages spectators to display good sportsmanship

#### *Professional Qualities*

- Maintains memberships in professional coaching organizations
- Attends clinics, league and athletic staff meetings
- Maintains an uncompromising adherence to rules, standards and policies
- Takes pride in setting a good example in appearance, conduct, language and sportsmanship
- Is tactful and considerate of others

**\*All areas may not apply to Assistant, JV and Freshman coaches. Head coach will evaluate Assistant, JV and Freshman coaches.**

**Appendix E (Continued)**  
**North Andover Public Schools**  
**Athletic Coach Evaluation**

**Coach as an Organizer**

☐ Exceeds/Meets  
☐ Striving to meet  
☐ Does not meet  
☐ NA

Comments:

**Coach as a Leader**

☐ Exceeds/Meets  
☐ Striving to meet  
☐ Does not meet  
☐ NA

Comments:

**Sports Knowledge and Skills**

☐ Exceeds/Meets  
☐ Striving to meet  
☐ Does not meet  
☐ NA

Comments:

**Student-Athlete Relationships**

☐ Exceeds/Meets  
☐ Striving to meet  
☐ Does not meet  
☐ NA

Comments:

**Staff and Administrative Relationships**

☐ Exceeds/Meets  
☐ Striving to meet  
☐ Does not meet  
☐ NA

Comments:

**Parent and Community Relations**

☐ Exceeds/Meets  
☐ Striving to meet  
☐ Does not meet  
☐ NA

Comments:

**Professional Qualities**

☐ Exceeds/Meets  
☐ Striving to meet  
☐ Does not meet  
☐ NA

Comments:

**Coach's Comments:**

**Rating Scale**

**Exceeds/Meets Expectations** – Indicates the employee's performance meets and sometimes exceeds expectations for performance in this position requirement. Performance can be improved in the area (s) indicated, but current practices are satisfactory.

**Striving to Meet Expectations** – Indicates the employee's performance sometimes but not always meets expectations for performance in this position requirement. Improvement activities are to consistently meet standards.

**Does Not Meet Expectations** – Indicates employee's performance in this position is not acceptable. Improvement activities must be undertaken in the areas indicated immediately.

**Not Applicable** – This rating is for use in areas that do not apply, typically this will be in the case of an Assistant, JV or Freshman coach.

*I have read this evaluation report and have had an opportunity to comment. My signature does not signify agreement or disagreement. For any area checked "Does Not Meet," I understand that failure to demonstrate improvement may result in non-renewal. An area checked "Exceeds/Meets" does not guarantee recommendation for renewal.*

Employee/Coach's Signature \_\_\_\_\_ Date \_\_\_\_\_

Head Coach's Signature (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

Director of Athletics' Signature \_\_\_\_\_ Date \_\_\_\_\_

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