

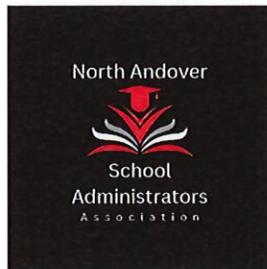
**AGREEMENT**

**Between the**

**NORTH ANDOVER SCHOOL COMMITTEE**

**And the**

**NORTH ANDOVER SCHOOL ADMINISTRATORS ASSOCIATION**



**This Agreement is made and entered into on July 1, 2025 by and between the NORTH ANDOVER SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the NORTH ANDOVER SCHOOL ADMINISTRATORS 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 school administrative staff of North Andover is essential to the achievement of that purpose, and that this collective bargaining agreement is intended to aid both parties in aspiring toward academic excellence for our children, 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 administrators of the North Andover Public Schools are entrusted with the responsibility of fostering and maintaining a high-quality educational environment. In recognition of the critical role they play in the success and continuous improvement of our schools, this agreement provides for compensation that is commensurate with that of administrators in comparable, high-performing districts. This approach reflects the district's commitment to attracting and retaining exceptional educational leaders.

D. The North Andover School Administrators Association MTA/NEA (hereinafter referred to as the "Association") recognizes that the school administrators share 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 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 school administrators 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(s) of collective bargaining as the exclusive representative of all school administrative employees, including Assistant Principals, Directors of Curriculum, and Special Education Program Coordinators but not including Principal, Assistant Superintendent, Special Education Director, Assistant Special Education Director, Finance Director, Executive Director for Personnel and Operations, Director of Nursing, Director of Technology and the Superintendent. Unless otherwise indicated, the employees represented by this agreement will be referred to as "Administrators."

## ARTICLE II - Grievance Procedure

### 1. Grievance Procedure

- a. A grievance is hereby defined to mean a complaint by an administrator or group of administrators based upon an alleged violation of this agreement or a dispute involving the meaning, interpretation or application thereof.
- b. Failure at any level of this procedure to communicate the decision within the specified time limits to the grievant and the Association shall permit the aggrieved to proceed to the next level. Failure to appeal the grievance within the specified time limit shall be deemed to be an acceptance of the decision rendered at that level.
- c. A grievance that affects a group or class of administrators may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- d. If an administrator presents a grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered unless it is of a personal nature. Administrators will be allowed to have representation by another member of the Association during any level of a grievance hearing.

### 2. Level One

The grievant will initially discuss the problem with the immediate supervisor with the object of resolving the differences informally. A representative of the Association may be present. Failing resolution, a written grievance may be presented to the Superintendent of Schools within twenty (20) days following the occurrence of any grievance, or the date of the first knowledge of its occurrence by any administrator affected by it.

3. Level Two

The Superintendent, within ten (10) school days after receipt of the written grievance, shall meet with the aggrieved and the Association in an effort to resolve the matter. The Superintendent shall notify the aggrieved and the Association in writing of the disposition of the matter, within ten (10) school days of this meeting. If the grievance is still unresolved, the aggrieved, within ten (10) school days of the receipt of the Superintendent's answer or on the expiration of the ten (10) school days if there is no answer, may present the grievance, which shall be in writing to the Committee.

4. Level Three

The Committee at the next regular School Committee meeting, after receipt of the written grievance, shall meet with the aggrieved and the Association in an effort to resolve the matter. The Committee shall thereafter notify the aggrieved and the Association in writing within ten (10) days as to the result of their deliberations.

5. Level Four

- a. If the grievance still remains unresolved between the Committee and the Association, then either party may submit the matter to arbitration within ten (10) school days of the Committee's response or failure to submit a timely response.
- b. The arbitrator shall be selected by an agreement between parties. If the parties are unable to agree upon an arbitrator, the method of choosing the neutral arbitrator shall be the one set forth in the rules of the American Arbitration Association, and the arbitration shall be administered according to those rules. If mutually agreed upon, the selection may be made by the Department of Labor Relations in accordance with its Rules and Regulations, as opposed to the American Arbitration Association.
- c. The arbitrator shall be without power or authority to make any decision either prohibited by law or to add to, alter or modify this Agreement.
- d. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The decision shall be final and binding on the parties.
- e. Grievances pending or grievances which may arise during the summer vacation period shall be held in abeyance until the opening of school in September.
- f. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association.

**ARTICLE III - Work Schedules**

**A. Positions**

<b>Positions</b>	<b>Work Days</b>
Assistant Principal	220
Director	210 or 220
Special Education Program Coordinator	210

For any new administrator position, the Committee and the Association will confer to determine whether it will have a 210-day or 220-day work year. The Superintendent shall have the final determination.

**B. Work Day**

Administrators shall work at their assigned duties each day for whatever reasonable time may be necessary. Administrators, exercising good judgment in the evaluation of their duties, may adjust their daily work schedules to accommodate pressing duties in connection with the responsibilities of their position.

**C. Work Year**

1. The work year for all unit members shall be July 1 through June 30 and, depending on their position, shall be either for 210 days or 220 days. The work year shall not include the 13 holidays listed in Appendix A, which are considered non-work days.
2. If a unit member is asked to work on one of the listed holidays at the request of their direct supervisor, the unit member will be paid at their per diem rate (as defined in Section C5 below). If the work on a holiday takes less than a regular work day, they will be paid an hourly rate based on their per diem rate for the time worked. There will be a four-hour minimum of pay for assigned holiday work.
3. It is understood that all administrators are required to attend regularly scheduled leadership team meetings throughout the year.
4. The Wednesday preceding Thanksgiving shall be a half-day.
5. If an Administrator is required to work additional days by the Superintendent, they will be compensated at a per diem rate of 1/workdays of the Administrator's annual salary. This additional time will not exceed 5 days per fiscal year.

#### ARTICLE IV - Sick Leave

- A. Administrators 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). Any administrator absent from duty shall follow established school procedures to report the absence to the Superintendent or designee. Accrued sick time is accessible via the online Employee Self Service (ESS) portal and via Frontline.
- B. Accrual Transfer: All bargaining unit members following the execution of this agreement, will have their sick time accruals honored up to 220 days and recognized for years of service in NAPS preceding the inception of this agreement. Any current days in one Any new member of the bargaining unit moving into an administrative position from the Teachers bargaining unit in NAPS will have their sick time accruals transferred with them and honored by the district.
- C. Physician's Certificate: In cases of illness/injury, the administrator will provide the Superintendent or designee 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 administrator will provide the administration with certification of illness, as required.
- D. 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.
- E. An administrator may request to use additional sick time for the purposes outlined under paragraph D above with the approval of the Superintendent and documentation of the need.
- F. Whenever an administrator is absent as a result of an injury arising out of and in the course of employment, the member will be paid the difference between their full salary and payments received under Massachusetts General Laws, Chapter 152 (Worker's Compensation). An Administrator drawing on Workers Compensation for an employment-related injury may draw upon accumulated sick leave to make up the difference between the insurance received and average weekly earnings.

## ARTICLE V - Sick Leave Bank

- A. 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.

The Sick Bank will be initially funded as follows:

- i. Following the execution of this agreement each unit member will donate 10% of their balance of sick time to the bank.
  - ii. North Andover Public Schools will also donate 3 days per member.
- B. In year two of this agreement and each subsequent year, 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 hundred and fifty (250) days, no additional days will be contributed by the membership for that year.
- i. If the amount of days in the Sick Leave Bank is reduced to thirty (30) 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.
- C. A Sick Leave Bank will be available only after the eligible employee has exhausted their own personal sick leave, both annual and accumulated.
- D. Unused days in the Sick Leave Bank shall be maintained from year to year with a maximum of 250 days
- E. The Sick Leave Bank will be administered by a Sick Leave Bank Committee consisting of three (3) members. Two (2) of these members will be executive board members of the Association and one (1) member will be designated by the Superintendent. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. Disbursement of sick leave days shall require two (2) affirmative votes from the Sick Leave Bank Committee. The decision of the Sick Leave Bank Committee shall be final and binding and not subject to appeal.
- F. 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 their 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. The Sick Leave Bank application form can be found on the Human Resources web page.

- G. 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 administrator shall be granted more than two hundred (200) sick leave days for the same illness by the Sick Leave Bank Committee.
- H. The Superintendent will provide an annual accounting of Sick Leave Bank days to the Association no later than October 1st of each year.

**ARTICLE VI - Professional Leave**

- A. Administrators away from their regular daily duties on recruiting duty, visiting days at other schools, approved speaking engagements, or in attendance at educational meetings as representatives of the North Andover Public School system or other activities specifically approved by the Superintendent or their designated representative, shall be considered as being engaged in the performance of their duties.
- B. Administrators may be away from their regular duties to serve on committees and as officers in State, Regional or National professional organizations provided prior approval is obtained from the Superintendent or their designated representative.

**ARTICLE VII - Sabbatical Leave**

Upon recommendation by the Superintendent, sabbatical leaves may be granted for study to a member of the bargaining unit by the School Committee subject to the following conditions:

- A. Upon the approval of the School Committee, a member who has served five (5) years full-time as a NAPS administrator may be given up to a full year's leave of absence for study at one-half (1/2) salary.
- B. No more than one (1) member of the bargaining unit will be granted sabbatical in any one (1) year. Preference will be given to seniority in the granting of sabbatical leaves.
- C. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent no later than December 31 and action must be taken on all such requests no later than March 1 of the school year preceding the school year for which the sabbatical leave is requested.
- D. The member will agree to return to employment in NAPS for three (3) full years in the event of a semester's leave or five (5) full years in the event of a full year's leave. In the event the Administrator fails to meet this requirement, the member is responsible for compensating the district for the full value of the sabbatical pay.

- E. Deductions from salary paid during the period of such sabbatical leave to provide coverage in the Massachusetts Teachers Retirement System will be made and forwarded to the State Teachers Retirement Board in order to protect the employee's service and salary record for retirement purposes.
- A. Upon return from leave, the Administrator will be placed on the salary schedule at the same level they would have achieved if they had remained actively employed in NAPS during the period of their absence.

A second or third such leave shall not be authorized until such personnel re-establish eligibility by serving another period of five (5) years in the NA system.

#### **ARTICLE VIII - Temporary Absences**

##### **1. Personal Leave**

- a. Each member may have three (3) days per year for the purpose of transacting or attending to legal business, household or family matters which require the absence of the member during school hours and which can not be otherwise scheduled. 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 administrator does not need to indicate the purpose of the personal day unless the day falls into the category listed in Section 1.b. of this article.
- b. Personal days are not intended to extend a vacation or for recreational activities. Any unit member 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 unit member and thereafter render a decision within forty-eight (48) hours following the meeting with the member.
- c. If a unit member ends a year with any unused personal days, the remaining personal days or portions thereof will be rolled into accrued sick time for the following year.

2. Bereavement Leave

- a. Administrators will be granted leave of absence with full pay for not more than five (5) days (not necessarily in succession) on account of the death of father, mother, brother, sister, husband, wife, child, son-in-law, daughter-in-law or parent-in-law, whether such relative was a member of the household or not, and on account of the death of a grandparent, or any other relative or friend for whom the administrator is responsible for making funeral arrangements. Additional leave may be granted with the approval of the Superintendent.
- b. 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 Administrator. Additional funeral leave may be granted, if requested and approved, by the Superintendent.

3. Jury Duty

Administrators shall be granted leave for the purpose of jury duty and shall be compensated for the first three days of such leave in accordance with General Laws Chapter 234 and Chapter 234A. Documentation from the court must be submitted. Following three days of jury duty, administrators may be compensated for continued jury service at the discretion of the Superintendent.

4. 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. Administrators will be paid the difference between their regular pay and the pay which they receive from the State or Federal government.

5. Other

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

**ARTICLE IX - Leaves of Absence Without Pay**

1. No other absences than those outlined in Article VIII of this agreement 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 per diem rate of the employee's annual salary for each day of absence.

2. All benefits to which an administrator 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 shall not accrue towards length of service but neither shall it constitute an interruption of employment.

#### **ARTICLE X - Parental Leave**

1. All bargaining unit employees shall be entitled to twelve (12) weeks of parental leave for:
  - a. the purpose of giving birth and/or bonding with a newborn child; or
  - b. placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee.
2. The employee shall give at least a twelve (12) week notice to the Superintendent or designee of the anticipated date of departure and the employee's intention to return to work, or the employee shall provide notice as soon as is practicable if the delay is for reasons beyond the employee's control.

#### Parental Leave Compensation

- a. Up to four (4) work weeks of paid Parental Leave, on consecutive work days, not to be deducted from individual accrued sick time.
  - b. Up to an additional eight (8) paid work weeks may be taken, to be deducted from individual accrued sick leave.
3. Upon completion of parental leave, the employee shall be restored to the position the employee held when the parental leave commenced or a substantially equivalent position.
  4. The twelve-week parental leave of absence shall be completed within one (1) year of either the birth or placement of a child.

#### Extended Parental Leaves

- a. Following the use of the twelve-week parental leave, members who wish to extend their leave unpaid may do so, provided they inform the Superintendent and Human Resources Director, except in cases of emergency, at least thirty (30) days prior to the date of commencement of the extended leave.

- b. The member, upon return from their requested leave, as hereinafter provided, will be assigned to the same position held prior to such leave, if available, or if not, to a substantially equivalent position, if available.
- c. All benefits to which an administrator 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 shall not accrue towards length of service but neither shall it constitute an interruption of employment.

#### **ARTICLE XI - Compensation**

A. Salaries

The salary schedule for administrators covered by this agreement is set forth in Appendix A, which is attached hereto and made a part hereof.

B. Payroll Schedule

The annual compensation will be extended through twenty-six (26) equal bi-weekly payments.

C. Deposit of Checks

All unit members will be paid through direct deposit to the bank of the administrator's choice.

D. Acting as Principal

A unit member shall receive the per diem rate of the Principal in the circumstances and subject to the terms and conditions hereinafter provided:

- i. The administrator must actually be functioning as, and performing the duties of the Principal during the periods hereinafter provided.
- ii. In the event a principal is out for more than fifteen (15) consecutive days, the Superintendent will negotiate the per diem rate subject to the member's administrative experience. The per diem rate shall not be equal to or less than the Unit B member's current per diem rate.

E. Longevity Pay

Members who have completed 10 years of service in the North Andover Public Schools System shall be eligible for annual longevity payments, as follows:

After 10 years: \$1,000  
After 15 years: \$1,500  
After 20 Years: \$2,000  
After 25 years: \$2,500  
After 30 years: \$3,000

1. All longevity payments are based solely upon qualified years of service as an employee in the North Andover Public Schools.
  2. 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.
- F. Increment for Ph.D./ Ed.D. Degree: Members who attain a Doctor of Philosophy (Ph.D.) or Doctor of Education (Ed.D.) Degree and provide official transcript(s) to the Superintendent by June 30th will receive a one-time payment of \$2,500 in addition to their base salary effective July 1st. Administrators are eligible upon hire or if the degree is attained during time in North Andover.

**ARTICLE XII - Just Cause, Protection and Association Rights**

A. Just Cause

1. No bargaining unit member covered by this agreement shall be disciplined, reprimanded, suspended, reduced in rank or compensation, discharged, or deprived of any professional advantage without just cause.
2. An administrator who is being questioned or investigated by the Superintendent or designee shall be entitled to have a representative of the Association present, upon request.
3. Reprimanding or disciplining of a bargaining unit member shall not be conducted in the presence of teachers, teaching assistants, administrative assistants, custodians, students, parents, other NAPS employees, or any persons not associated with the School District.
4. Whenever adverse written material is placed in an administrator's file, a copy will be sent directly to the member at the time of its inclusion. Within ten (10) school days thereafter, the member may submit a written answer to such material, which shall be placed in the member's file.

5. Any complaints regarding an administrator made to NAPS by any parent, student, or other person will be promptly called to the attention of the member.

B. Association Rights

1. 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.
2. There will be no reprisals of any kind taken against any administrator by reason of their membership in the Association or participation in its lawful activities.

C. Dues Deduction

1. Dues for the National Education Association, Massachusetts Teachers Association, and North Andover School Administrators Association, where authorized individually and voluntarily by the administrator, shall be deducted in twenty-four (24) installments and forwarded to the Treasurer of NASAA once per month.
2. Association member 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.
3. The District shall be notified in writing at least thirty (30) days prior to the effective date of any change in membership rates.

D. Protection

An administrator will immediately report in writing any cases of assault suffered in conjunction with their employment to the Superintendent or their designee. This report will be forwarded to the Committee, which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the person involved, and will act in appropriate ways as liaison between the administrator, the police, and the courts.

E. Personal Injury Benefit

1. The replacement cost of any medical devices including but not limited to hearing aids and corrective lenses damaged or destroyed in the course of one's work duties; and the cost of medical, surgical, dental, physical therapy or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of one's work duties. Employees must fill out an accident report within seventy-two (72) hours of the incident in order to receive reimbursement.

2. Whenever an administrator 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.

F. Indemnity

1. To the extent permitted by law, the District will indemnify all bargaining unit members under M.G.L. 258 against all claims, suits, and legal proceedings brought against him/her for acts or omissions occurring while acting within the scope of his/her employment.
2. Although administrators may be required to collect and transmit monies to be used for educational purposes, they shall not be held responsible for the loss of any monies collected where such loss is not the fault of the administrator.

**ARTICLE XIII - Reduction in Force**

In the event that any reduction in force affecting Administrators is voted upon by the Committee during the term of this Agreement, the parties shall promptly meet to negotiate regarding the impact thereof including the process by which an Administrator or Administrators will be selected to be reduced.

A Reduction in Force (RIF) shall mean the elimination of a position(s) within the bargaining unit due to budgetary constraints, reorganization, declining enrollment, or other operational reasons as determined by the School Committee.

Whenever possible, written notice of a RIF will be provided to the affected administrator(s) no less than sixty (60) calendar days prior to the effective date of layoff. If circumstances prevent sixty days' notice, the affected administrator(s) will be notified as soon as practicable.

Selection Criteria

In determining which administrator(s) will be subject to RIF, the following factors will be considered:

- Certification and qualifications for available positions;
- Seniority within the bargaining unit;
- Performance evaluations, including documented effectiveness;
- Program and student needs of the district.

Seniority shall be defined as continuous service in a Unit B position within the district, unless otherwise required by law.

### Recall Rights

Administrators who are laid off shall have recall rights to any open Unit B position for which they are qualified for a period of up to twenty-four (24) months from the effective date of the layoff.

- Recalled administrators shall be reinstated with no loss of accrued seniority.
- It is the responsibility of the administrator to keep the district informed of their current contact information.

### Benefits

An administrator affected by a RIF shall be entitled to continuation of applicable health insurance benefits in accordance with COBRA and district policy. Accrued vacation or other earned time shall be paid out in accordance with the terms of this Agreement.

## **ARTICLE XIV - Employment Benefits**

### **A. Tuition Reimbursement**

1. Administrators may request reimbursement of seven-hundred and fifty dollars (\$750), or the cost of the course if less, for courses approved by the Superintendent or designee. For courses that are part of a matriculated program, the reimbursement amount shall be one thousand dollars (\$1,000). An employee applying for tuition reimbursement must be employed by NAPS in Unit B for a minimum of 1 year prior to applying for tuition reimbursement and must be employed by NAPS at the time of reimbursement.
2. This reimbursement will be paid for courses offered by accredited colleges, universities, or professional training schools that are taken with the advanced approval of the Superintendent or their designee. The decision of the Superintendent/designee shall be final and binding.
3. An administrator 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.
  - a. The Committee will allocate five thousand dollars (\$5000) a year for tuition reimbursement. The Committee must reimburse up to this amount but is not required to reimburse courses once this fund is exceeded.
  - b. Tuition reimbursement will be awarded based in the following manner:
    - i. 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).

- ii. Courses will be reimbursed in the order in which the reimbursement applications are submitted. Reimbursement for the first course an administrator applies for in a fiscal year shall be provided in a timely manner. An administrator 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 member will be reimbursed in the order they were submitted until no funds remain.
- iii. If a member 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 member. In these instances, the fiscal year in which the end date takes place will determine which funds are allocated for reimbursement.
- iv. Employees may not obtain reimbursement for tuition if there is a voucher available to use for the course. Vouchers are available in the office of the assistant Superintendent for teaching and learning.

**B. Early Retirement Incentive**

- a. Each employee shall notify the Superintendent no later than November 30th of their anticipated retirement on or after July 1 and before the start of the school year following July 1. Each employee who notifies the Superintendent no later than November 30th of their anticipated retirement and who retires on or after July 1, and before the start of the school year following July 1, shall receive a supplemental payment of \$1000.00 upon retirement.
- b. This supplemental payment is understood to be paid upon retirement and members who are resigning but not retiring will not qualify for such payment.

**C. 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.

D. Section 125 Pre-Tax Plan

1. 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.
2. 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.

E. Health Insurance

All administrators will have access to health insurance based on the provisions of the Memorandum of Agreement between the Town of North Andover and the North Andover Public Employee Committee. Health insurance premium splits will match those of the teachers.

F. Life Insurance

Administrators will be afforded such life insurance as is annually provided by Town Meeting and the Selectboard.

G. Interruption of Service

An administrator returning after an interruption of service shall be entitled to all rights and benefits held at the time the interruption commenced, providing the interruption is for not more than three (3) years.

H. Mileage Reimbursement

Administrators who, in the course of performing their duties, are required to use their personal vehicles shall be reimbursed at a per-mile rate adjusted annually at the IRS allowance.

I. Grant Management Stipends

- a. When a unit B member is managing a grant that does not include a stipend, the

Superintendent of their designee will review the grant, taking into consideration current comparable grants (i.e. size, management time, dollar amount, data collection, reporting requirements, etc) and their respective stipend amounts ( if any), to determine an appropriate stipend, if any, for managing the grant. The Superintendent/designee will endeavor to determine an appropriate stipend, if any, prior to the assignment of the grant management work. Any stipend amount is subject to funding availability.

- b. The Superintendent/designee's decision on whether to grant a stipend and the amount of such stipend is final and not subject to grievance or arbitration.

#### **ARTICLE XV - Mentorship**

##### **A. Administrator Mentor**

1. Administrators new to a position in this unit or new to the district, with two years of administrative experience or less, will be eligible to receive mentorship during their first year of assignment.
2. Members of this unit may apply to serve as an administrator mentor for a new administrator to the position or district. The individual who serves as the mentor must meet all the mentor responsibilities and qualifications identified by the DESE. Said application will be subject to the approval of the Superintendent or their designee.
3. The stipend for an Administrator Mentor will be two thousand (\$2000) per year.

#### **ARTICLE XVI - Vacancies, Promotions, Transfers, Resignations**

##### **A. Transfers**

1. When transfers are necessary, professional background and other qualifications will be considered in determining which administrator is to be transferred.
2. Administrators being transferred will be transferred where possible to a comparable position.
3. A transfer will be made after a meeting between the administrator involved and the Superintendent at which time the administrator will be notified of the reason for the transfer.
4. In order to assure the smooth operation of the schools and educational continuity, the Superintendent will attempt to notify administrators by April 1 and certainly no later than August 1 of a transfer.

B. Vacancies and Promotions

The filling of vacancies in the professional staff of NAPS is the responsibility of the Superintendent.

1. Permanent vacancies within the school system covered by this agreement shall be posted for a minimum of fifteen (15) days prior to the vacancy being filled except for the months of July and August when such postings shall last a minimum of thirty (30) days. Notice of such vacancies shall be sent to the President of the Administrators Unit at the time of the posting

The qualifications necessary to adequately fulfil the demands of such a position shall be contained on the posted notice to classification, title and salary.

2. Resignations An administrator unable to complete the contractual year shall so advise the Superintendent in writing.

No resignation is to become effective until sixty (60) days after its receipt by the Superintendent of Schools unless submitted between June 1 and August 1 in which case thirty (30) days.

**ARTICLE XVII - Evaluation**

An evaluation process shall be conducted annually for all administrators.

1. Administrators shall receive prompt oral and written notification if it is determined that their performance is unsatisfactory. They shall be given detailed explanation of the basis of such determinations and advised specifically of the areas requiring improvement.
2. If the unsatisfactory performance referred to in the above section has not been corrected within a reasonable period of time, the administrator shall be given a written notice with an explanation for such action.
3. Administrators shall be given a copy of any written evaluation report. No material derogatory to an administrator's conduct, service character or personality shall be placed in the administrator's personnel file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge having read the material by signing and dating the file copy. The signature shall only indicate that the material has been read and not indicate that there is agreement. The administrator shall also have the right to submit a written answer to such material and said answer shall be attached to the file copy.
4. School officials keeping records concerning any administrator or the administrator's work shall, at the request of the administrator, permit said administrator to inspect the

contents of the administrator's personnel folder, files, cards and records, and to make copies of such contents and records. Excluded from such review would be documents of a confidential nature received prior to employment.

5. Administrators shall be involved in the construction of the evaluation model and instrument found MA DESE Administrator Evaluation Rubric. Any changes to this instrument will be subject to bargaining between the Committee and the Association.

#### **ARTICLE XVIII – Professional Standards and Certification**

- A. The Committee and Association recognize that the responsibilities and obligations of administrators to foster the highest quality learning environments for North Andover students and staff cannot be overly prescribed or easily quantified. The parties agree that the work of administrators requires some inherent flexibility, availability, and open-mindedness in how they approach their work with students, staff, and families. Administrators will hold themselves to highest personal and professional standards, and do their best to model best practices for the school community.
- B. Certification: All members of this unit are required to hold appropriate licensure from the Massachusetts Department of Elementary and Secondary Education (DESE) for the administrative position to which they are assigned.
- C. In the event a member is not appropriately licensed, they must promptly notify the Superintendent and submit a written plan and timeline for obtaining the required licensure at the earliest allowable opportunity. The timeline shall be mutually agreed upon by the employee and the Superintendent. If a mutual agreement cannot be reached, the Superintendent's decision shall be final and binding.
- D. Failure to obtain the appropriate licensure within the established timeline may result in disciplinary action, up to and including dismissal

#### **ARTICLE XIX - Effect of Agreement**

1. This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.
2. Before the Committee adopts any change in policy which will have an impact on wages, hours, or other terms and conditions of employment of Administrators, it will notify the Association in writing that it is considering such a change. The Association will have the right to discuss such change and to negotiate the impact of said change in policy on wages, hours, or terms and conditions of employment with the Committee, provided it requests such a discussion and/or negotiation within seven (7) days after receipt of said notice. Any agreement reached with the Committee will be reduced to writing, will be

signed by the Committee and the Association, and will become an addendum to this Agreement.

3. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.
4. No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

**ARTICLE XX - Duration**

This Agreement shall remain in effect from July 1, 2025 to and including June 30, 2027. The Association and the Committee agree that in the event that a contract expires before a new contract is agreed upon, that the terms of the final year of the most recent contract will be extended until a new agreement has been reached.

  
 Kelly Cormier  
 North Andover School Committee

  
 Scott Young  
 North Andover School Admin Assn

**APPENDIX A1 - Salary Schedule**

Positions	Work Days	FY26	FY 27 – 4%
<b>Assistant Principals</b>			
High School	220	\$135,500.00	\$140,920.00
Middle School	220	\$130,000.00	\$135,200.00
Elementary	220	\$130,000.00	\$135,200.00
<b>Directors</b>			
Guidance	220	\$130,000.00	\$135,200.00
SEL	210	\$126,000.00	\$131,040.00
Curriculum	210	\$126,000.00	\$131,040.00
<b>Special Education Program Coordinators</b>			
ABECC PreK-K	210	\$126,000.00	\$131,040.00
Elementary 1-5	210	\$126,000.00	\$131,040.00
Middle 6-8	210	\$126,000.00	\$131,040.00
High School 9-12	210	\$126,000.00	\$131,040.00

**Appendix A2 - Holidays**

New Year's Day	Juneteenth	Veterans' Day
Martin Luther King, Jr. Day	Independence Day	Thanksgiving
Presidents Day	Labor Day	Day after Thanksgiving
Patriots' Day	Indigenous Peoples Day	Christmas Day
Memorial Day		