NEGOTIATIONS BETWEEN

THE

NORTH ANDOVER SCHOOL COMMITTEE

AND

NORTH ANDOVER TEACHERS ASSOCIATION

August 24, 2026

These proposals are made as part of successor bargaining for the collective bargaining agreement between the parties for the current contract 9/1/23-8/31/26. By submitting these proposals, the North Andover School Committee ("Committee") reserves all rights relative to any legal position it may have regarding the validity or enforceability of any memoranda of agreement between the parties.

These proposals are the Committee's initial proposals and do not constitute the complete or final proposals by the Committee; additional proposals may follow. The Committee reserves the right to amend, modify, add to or delete any or all of these proposals. The Committee is not waiving any rights it has or may have to implement any of the provisions contained herein.

Underlined parts below (aside from article headings) are language additions, strike-outs are language deletions.

School Committee Proposal #1

ARTICLE II
RECOGNITION

1. The Committee hereby recognizes the Association for the purpose of collective bargaining (as provided by Chapter 1 50E of the General Laws of the Commonwealth of Massachusetts) as the sole and exclusive bargaining representative for all Library Assistants, Speech Language Pathologist Assistants (SLPA's), and Teacher Aides regularly employed by the Committee as described in the Agreement for Consent election filed with the Massachusetts Labor Relations Commission in Case No. MCR-3544, dated May 8, 1985. This Unit is Unit C of the North Andover Teachers Association.

2. Pronouns are intended to be gender-neutral throughout this document.

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

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

~~5. All unit members hired under this contract are full-time employees and work the contracted building hours as outlined in Article IV.~~

   A. This paragraph serves as a definition: An employee hired as a LTS (long-term substitute) to fill an active members position for less than ninety-one (91) days or an employee who is hired as a temporary Teaching Assistant for less than ninety-one (91) days, will be paid at the Level 1 rate of the salary schedule in Appendix A-1. These employees will be eligible for benefits per state and federal statutes and are not covered under the terms of this agreement. These positions will not continue past the end of the current school year.

   B. An employee hired into a temporary Teaching Assistant position for at least ninety-one (91) school days will be recognized as a Probationary Teaching Assistant with all the rights and obligations that come with this position. Placement on the salary schedule will be dictated by terms of this contract. This position will not continue past the end of the current school year.

   C. An employee hired into a temporary Teaching Assistant position or an employee hired to fill an active unit member's position as a long-term substitute for ninety-one (91) days or more will be given first consideration for any anticipated open positions for the next school year. If selected for an open position, the employee will carry with them one year of service credit and will move up a level on the salary schedule for the next school year.

   D. Employees hired as Title I Aides are not covered under the terms of this contract.

6. The North Andover School District can hire for part-time Teaching Assistant positions when necessary to meet student needs.,~~ and when mutually agreed to by the Superintendent or designee and the NAPSA Chair/Co-Chairs.No such position will be for less than half of a full-time position.~~
   A. Employees hired into a part-time position will be afforded the same rights and benefits of a full-time position, but paid time-off accruals and payouts will be prorated to match the part-time FTE equivalency.
   B. Part-time unit members will still be responsible for the same professional development requirements as full-time unit members. Professional Development is mandatory.
   ~~C. Part-time unit members working a full six and a half (6.5) hours per day will receive a paid thirty (30) minute lunch and a fifteen (15) minute paid break. Those who work less than six (6) hours in a day will not receive paid lunch or break.~~
   D. Part-time unit members eligible for a toileting stipend will be paid the toileting stipend for hours worked, and part-time unit members eligible for a Program Stipend will be paid a stipend prorated based on their FTE level.

E. ~~Approval of a part-time position is only good for the school year during which the position is approved, and must go through the same approval process for each year the position is deemed needed~~
F. Existing Teaching Assistants will be given first consideration for any approved part-time positions.
G. Years of service and longevity will be awarded in accordance with Article VIII sections 2 and 3.

School Committee Proposal #2:

ARTICLE IV
WORK DAY/WORK YEAR

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

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

   Each school's start and end time will be determined by the Superintendent by April 1st of each year. Unit members will be informed of their anticipated assignment and anticipated hours ~~work day hours~~ for the coming school year by August ~~June~~ 15th as part of the annual assignment letter. Unless changed through an executed memorandum of agreement, work hours as determined by the Superintendent by April 1st of each year will remain as such for the school year. ~~In addition, changes to an individual unit member's regularly scheduled work hours will not be permissible~~. When there is a need for additional time for unit members to work either before or after their regularly scheduled hours this additional time will be paid at the unit members regular hourly rate. Current contract language will determine how these additional time opportunities are assigned. ~~The unit member hours by building for the 2023-2024 school year are listed below.~~

Package this with the following:

NATA Proposal
18. INVOLUNTARY TRANSFER
AMEND - Article VII, by adding new Section F, as follows:

F. In the event a teaching assistant is notified after June 15th of an involuntary transfer to another building, the teaching assistant will be compensated one/one hundred eighty-second (1/182) of the teaching assistant's annual salary (one (1) day's pay).

Response of the Committee on 5/27/26:
In the event a teaching assistant is notified after August 15th of an involuntary transfer to another building, the teaching assistant will be compensated two hundred dollars ($200).

School Committee Proposal #3:

ARTICLE IV
WORK DAY/WORK YEAR
SCHOOL HOURS

~~**Location**~~	~~**TA Daily Hours**~~	~~**TA Weekly Hours**~~	~~**School Start**~~	~~**School End**~~
~~**ABECC Preschool**~~	~~Monday-Thursday: 8:30am-3pm 6 hours, 30 minutes/day~~ ~~Friday: 8:30-11:30am 3 hours/day~~	~~26-29 hours/week~~	~~8:45am~~	~~2:45pm~~
~~**ABECC Kindergarten**~~	~~8:30am-3:10pm 6 hours, 40 minutes/day~~	~~33 hours, 20 minutes/week~~	~~8:35am~~	~~3:10pm~~
~~**Elementary**~~	~~8:30am-3:00pm 6 hours, 30 minutes/day~~	~~32 hours, 30 minutes/week~~	~~8:25am~~	~~3:00pm~~
~~**Middle School**~~	~~7:50 am-2:20pm 6 hours, 30 minutes/day~~	~~32 hours, 30 minutes/week~~	~~7:40am~~	~~2:20pm~~
~~**High School**~~	~~7:45am-2:15pm 6 hours, 30 minutes/day~~	~~32 hours, 30 minutes/week~~	~~7:40am~~	~~2:15pm~~
~~**TOP Program**~~	~~8:01am-2:51pm 6 hours, 50 minutes/day~~	~~34 hours, 10 minutes/week~~	~~8:15am~~	~~2:51pm~~

Amend to This:

Location	TA Daily Hours	TA Weekly Hours	School Start	School End
ABECC Preschool	Monday-Thursday: 8:30am-3pm 6 hours, 30 minutes/day Not starting before 8:20, not ending after 3:15 Friday: 8:30-11:30am 3 hours/day	26-29 hours/week	8:45am Not before 8:20am	2:45pm Not after 3:15pm
ABECC Kindergarten	Current: 8:30am-3:10pm 6 hours, 40 minutes/day Not starting before 8:10, not ending after 3:30	33 hours, 20 minutes/week	8:35am Not before 8:10 am	3:10pm Not after 3:30
Elementary	Current: 8:30am-3:00pm 6 hours, 30 minutes/day Not starting before 8am, Not ending after 3:30	32 hours, 30 minutes/week	8:25am Not before 8am	3:00pm Not after 3:30
Middle School	7:50 am-2:20pm 6 hours, 30 minutes/day Not starting before 7:15am, not ending after 2:45pm	32 hours, 30 minutes/week	7:40am Not before 7:15am	2:20pm Not after 2:45pm
High School	7:45am-2:15pm 6 hours, 30 minutes/day Not starting before 7:15 am, not ending after 2:45pm	32 hours, 30 minutes/week	7:40am Not before 7:15am	2:15pm Not after 2:45pm
LAUNCH Program	8:01am-2:51pm 6 hours, 50 minutes/day Not starting before 7:50 am, not ending after 3:15pm	34 hours, 10 minutes/week	8:15am	2:51pm

School Committee Proposal #4

ARTICLE IV
WORK DAY/WORK YEAR

6. Each unit Provisional member will be notified in writing by their Building Principal by June 15th of their reasonable assurance of employment for the following school year. ~~of their assignment (program if any, grade level, and classroom for which they are expected to provide the most support) for the following school year. If unanticipated circumstances arise, the unit member will be notified immediately of the change and the associated reason. The unit member~~

~~will be permitted to apply for any other open positions available at any time, and prior to any new hires.~~

School Committee Proposal #5

ARTICLE VIII
COMPENSATION

1. Compensation
Compensation shall be in accordance with the salary schedule in Appendix A-1.

~~A. Year 1 – Replaces the existing twenty (20) step salary schedule with the new twelve (12)~~ level ~~salary schedule in Appendix A-1 and places each unit member on the salary schedule per the accompanying chart. Existing unit members' pay "steps" were converted to pay "levels" and are included in the chart in Appendix A-1. All new unit members start at Level 1 on the salary schedule.~~

~~B. Year 2 – Reflects an increase to each level on the schedule of 2.5%. Unit members move up a level on the salary schedule.~~

~~C. Year 3 – Reflects an increase to each level on the schedule of 2.5%. Unit members move up a level on the salary schedule.~~

First year Teaching Assistants only shall have ~~either~~ twenty (20) ~~or twenty-five (25)~~ pay periods, beginning with the second (2nd) pay period of the school year. ~~First year Teaching Assistants shall decide which of these options they prefer.~~ In subsequent years, they will be placed on the twenty-one (21) o~~r twenty-six (26)~~ pay period schedule. All employees will be required to be paid through direct deposit, except any current employees not being paid through direct deposit.

School Committee Proposal #6:

ARTICLE VIII
COMPENSATION
2. Holiday Pay

Beginning September 1, 2023 unit members on levels 4-12 of the 2023-2024 salary schedule will receive twelve (12) paid holidays per year, and beginning September 1, 2024 unit members on levels 1-3 of the 2024-2025 salary schedule will receive twelve (12) paid holidays per year. Holiday pay is included in the amounts shown in the salary schedule. Holiday Pay will be equal to the hourly, daily rate of the employee.

School Committee Proposal #7:

ARTICLE VIII
COMPENSATION

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

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

School Committee Proposal #8:

ARTICLE IX
SICK LEAVE, FAMILY LEAVE AND SICK LEAVE BANK

1. Sick Leave

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

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

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

Physician's Certificate. In cases of illness/injury, the teaching assistant 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 teaching assistant will provide the administration with certification of illness, as required.

School Committee Proposal #9:

ARTICLE XVI
PROTECTION

7. **Working Environment**

A. Healthy Learning and Working Environment
Via a ~~mutually agreed upon~~ qualified contractor, conduct an annual review of each building in the Spring of each year to detect and subsequently appropriately remediate potential health dangers, including but not limited to mold and asbestos. The contractor shall share all relevant information simultaneously jointly with the District administration and NAEA president and Teaching Assistant chairperson(s) 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 NAEA leadership on the necessary steps.

A. Secure Learning and Working Environment
The North Andover School Committee is dedicated to its obligation to provide a safe and secure environment for students and staff. It welcomes input from the staff to ensure this obligation is met. Toward this end, the School Committee proposes the formation of a committee consisting of staff and administrators to continuously review safety and security in our buildings and to make recommendations as deemed necessary.

B. Safe Learning and Working Environment
At the start of each school year, the Administration shall share the protocols and procedures for addressing challenging and/ or violent student behaviors, with the goal of collaboratively evaluating where improvements can be achieved and ensuring that employees are clear about the protocols and procedures. This shall take place at the building level.

All new unit members shall receive basic training in the skills, protocols and procedures that are needed to be a successful Teaching Assistant. Any Teaching Assistant who requests Professional Learning in De-escalation and Behavior Management Strategies ~~Safety Care Training~~ shall be furnished such training within a reasonable practicable amount of time after the request.