Response of the Committee on 10/7/26

Union Proposal #1:
SUCCESSOR AGREEMENT PROOFREADING AND HOUSEKEEPING

When the successor agreement is blended and updated, the parties agree to correct article numbers, typographical, titles, and grammatical errors by mutual agreement, including:

Appropriate formatting, grammatical, or typographical changes deemed prudent by mutual consent. Any MOAs or Side Letters agreed to between the parties since the last negotiations

Response of the Committee on 5/27/26:
Agree

Union Proposal #2: PARENTAL LEAVE

AMEND - ARTICLE X, Section 3, as follows:

Parental Leave (Birth, Non-Birth & Adoptive/Foster Parent) General Policies and Rules

A. Any unit member may apply for a parental leave of absence of ~~12~~ **sixteen (16)** consecutive **work** weeks for both birth, and non-birth parents (for either newborn parents; adoptive parents; and foster parents).

B. The first ~~four (4)~~ **twelve (12)** weeks of parental leave will not come from the employee's own sick time. Parental leave under this proposal must be completed within one year of the birth or placement of a child, and once begun, the leave must be completed in consecutive **work** days. Unit members are eligible for this benefit once per school year. Any unit member who intends to apply for parental leave will notify the Superintendent, Principal and Director of Human Resources of the date of commencement of such leave as early as possible, but not less than two (2) weeks prior to the leave.

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

D. In addition to the ~~four (4)~~ **twelve (12)** weeks paid leave, said member shall be entitled to utilize up to ~~eight (8)~~ **four (4) additional** week~~s~~ of accrued personal sick leave following the date of birth or adoption of the child.

E. The Section 3 of ARTICLE IX, entitled "Sick Leave Bank," shall not be applicable to a leave granted for parental leave with the possible exception of cases where the birth parent has a medical issue resulting from delivery, and recovery extends beyond the usual and ordinary twelve (12) week period of child-bearing and recovery from birth. The unit member, however, should consult with the unit Chair/Co-Chair for guidance.

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

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

H. **The parental leave may be extended by mutual agreement of the unit member and the**

Superintendent in order that said member may return at an appropriate time in consideration of the students' programs(s), such as at the beginning of a semester, beginning of a marking period, or after a vacation period.

I. **Parental Leave for Adult Dependents**

1. **Unit members who are parents involved in the placement or adoption of a physically or mentally disabled dependent between the ages of 18-23 will be entitled up to twelve (12) work weeks of paid Parental Leave, on consecutive work days, not from sick time, from the date of placement or adoption. And up to an additional four (4) paid work weeks may be taken, on consecutive work days immediately following the twelve (12) weeks noted above, to be deducted from accumulated sick leave to the extent they have sick days available, otherwise the remaining days will be unpaid.**

2. **A leave of absence without pay will be granted to a unit member for a period of up to one (1) year. Advance written notice shall be provided to the Superintendent no later than thirty (30) days prior to the beginning date of the requested leave period.**

3. **The date of return shall be set by mutual agreement of the unit member and Superintendent in order that the unit member may return at an appropriate time in consideration of the students' program(s), such as the beginning of a school year, the beginning of a marking period, or after a vacation period. Time spent on such unpaid leave shall not count toward seniority (length of service) but shall be treated as merely an interruption of service.**

J. **Extended Parental/Adoption/Foster Leave**

1. **Following the parental leave described immediately above, a member may apply for an unpaid long-term parental/adoption leave under the following conditions:**

    a. **The member shall apply for the long-term parental/adoption/foster leave no later than thirty (30) days prior to the beginning date of the requested leave period.**

    b. **The unpaid long-term leave shall extend up to a maximum of two (2) years. The date of return shall be set by mutual agreement of the unit member and the Superintendent in order that the unit member may return at an appropriate time in consideration of the students' program(s), such as the beginning of a year, the beginning of a marking period, or after a vacation period. Time spent on such unpaid leave shall not count toward seniority (length of service) but shall be treated as merely an interruption of service.**

    c. **During the long-term parental leave, a unit member may elect during such time that the unit member is physically disabled in connection with pregnancy and delivery, as certified by the unit member's medical provider, to use accumulated sick leave to the extent of its availability.**

    d. **A member about to return from such leave shall provide a written statement from a medical provider certifying fitness to resume teaching**

duties.

K. **<u>Salary Advancement:</u> A unit member returning from an extended leave under the provisions in this Section will be placed on the next step of the salary schedule as if they had been actively employed by the North Andover school system for more than one-half (½) of the work year in the school year in which the leave commenced. They will be either returned to their position or assigned to a similar position where a vacancy for which they are qualified Exists.**

Committee Response on 10/7/26:

<u>AMEND</u> - ARTICLE X, Section 3, as follows:

<u>Parental Leave (Birth, Non-Birth & Adoptive/Foster Parent)</u> General Policies and Rules

A. Any unit member may apply for a parental leave of absence of 12 consecutive **work** weeks for both birth, and non-birth parents (for either newborn parents; adoptive parents; and foster parents).

B. The first ~~four (4)~~ **six (6)** weeks of parental leave will not come from the employee's own sick time. Parental leave under this proposal must be completed within one year of the birth or placement of a child, and once begun, the leave must be completed in consecutive **work** days. Unit members are eligible for this benefit once per school year. Any unit member who intends to apply for parental leave will notify the Superintendent, Principal and Director of Human Resources of the date of commencement of such leave as early as possible, but not less than two (2) weeks prior to the leave.

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

D. In addition to the ~~four (4)~~ **six (6)** weeks paid leave, said member shall be entitled to utilize up to ~~eight (8)~~ **six (6) additional** week~~s~~ of accrued personal sick leave following the date of birth or adoption of the child.

E. The Section 3 of ARTICLE IX, entitled "Sick Leave Bank," shall not be applicable to a leave granted for parental leave with the possible exception of cases where the birth parent has a medical issue resulting from delivery, and recovery extends beyond the usual and ordinary twelve (12) week period of child-bearing and recovery from birth. The unit member, however, should consult with the unit Chair/Co-Chair for guidance.

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

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

H. **The parental leave may be extended by mutual agreement of the unit member and the Superintendent in order that said member may return at an appropriate time in consideration of the students' programs(s), such as at the beginning of a semester, beginning of a marking period, or after a vacation period.**

I. **<u>Parental Leave for Adult Dependents</u>**

4. **Unit members who are parents involved in the placement or adoption of a physically or mentally disabled dependent between the ages of 18-23 will be eligible for the same benefits outlined in paragraph A-H above. ~~entitled up to twelve (12) work weeks of paid Parental Leave, on consecutive work days, not from sick time, from the date of placement or adoption. And up to an additional four (4) paid work weeks may be taken, on consecutive work days immediately following the twelve (12) weeks noted above, to be deducted from accumulated sick leave to the extent they have sick days available, otherwise the remaining days will be unpaid~~.**

~~5. A leave of absence without pay will be granted to a unit member for a period of up to one (1) year. Advance written notice shall be provided to the Superintendent no later than thirty (30) days prior to the beginning date of the requested leave period.~~

6. ~~The date of return shall be set by mutual agreement of the unit member and Superintendent in order that the unit member may return at an appropriate time in consideration of the students' program(s), such as the beginning of a school year, the beginning of a marking period, or after a vacation period. Time spent on such unpaid leave shall not count toward seniority (length of service) but shall be treated as merely an interruption of service~~.

J. **Extended Parental/Adoption/Foster Leave**

2. **Following the parental leave described ~~immediately~~ above, a member may apply for an unpaid long-term parental/adoption leave under the following conditions:**

    e. **The member shall apply for the long-term parental/adoption/foster leave no later than thirty (30) days prior to the beginning date of the requested leave period.**

    f. **The unpaid long-term leave shall ~~extend up to~~ be for a maximum of one school year. ~~two (2)~~ years. The date of return shall be set by mutual agreement of the unit member and the Superintendent in order that the unit member may return at an appropriate time in consideration of the students' program(s), such as the beginning of a year, the beginning of a marking period, or after a vacation period. Time spent on such unpaid leave shall not count toward seniority (length of service) but shall be treated as merely an interruption of service.**

    g. ~~During the long-term parental leave, a unit member may elect during such time that the unit member is physically disabled in connection with pregnancy and delivery, as certified by the unit member's medical provider, to use accumulated sick leave to the extent of its availability~~.

    h. ~~A member about to return from such leave shall provide a written statement from a medical provider certifying fitness to resume teaching duties~~.

K. ~~Salary Advancement: A unit member returning from an extended leave under the provisions in this Section will be placed on the next step of the salary schedule as if~~

~~**they had been actively employed by the North Andover school system for more than one-half (½) of the work year in the school year in which the leave commenced. They will be either returned to their position or assigned to a similar position where a vacancy for which they are qualified Exists**~~**.**

Union Proposal #3:
PROBATIONARY AND PROVISIONAL PERIODS

AMEND - Article V, Section 3, as follows:

Upon satisfactory completion of the probationary period, unit members enter the "provisional" employment classification. The provisional classification is for the first ~~three~~ ~~(3)~~ **(1)** year~~s~~ of employment. During this stage of employment a unit member may be non-renewed at the end of the school year at the discretion of the Building Principal with the completion of the annual evaluation process and written notice to be given to the unit member by June 15th. Upon satisfactory completion of the provisional period of employment, a unit member will enter the "permanent" employment classification.

Committee Response on 5/27/26:
The Committee cannot agree.

Union Proposal #4: **SICK DAY INCENTIVE**

Article IX, Section 4, as follows:
4. **Sick Day Incentive**
Unit members who elect to reduce their sick leave accumulation by the number of unused sick leave days for which lump sum amounts are payable hereunder will be paid a bonus on a sliding scale as follows:

Sick Days Used	Sick Days Exchanged	Payment
0	9	$1500.00
1	8	$1250.00
2	7	$1000.00
3	6	$850.00
4	5	$700.00
5	4	$550.00
6	3	$400.00
7	2	$250.00
8	1	$150.00

Payment will be made by the School Committee by June 30th of the fiscal year in which the school days involved were calculated.

Response of the Committee on 10/7/26:

Employees who use two (2) or fewer sick days during the school year will receive a stipend of $550 by June 30th.

Union Proposal #5: FAMILY SICK LEAVE

AMEND - Article IX, Section 2, as follows:

2. Family Leave
Sick leave shall be taken for a unit member's personal illness, except that a unit member may use ~~a maximum of ten (10)~~ sick days ~~per school year~~ for attending to a family member who is dependent on the unit member for care or emergencies. The definition of "family member" is ~~the same used by the Massachusetts Paid Family and Medical leave Law, which is:~~ spouse or domestic partner; children; parents; spouse or domestic partner's parents; grandchildren; grandparents; siblings**, children of siblings, and other dependents**. ~~In the event of a critical illness in the immediate family, a unit member may request the use of additional sick days with the approval of the Superintendent and documentation of the need.~~

Response of the Committee on 10/7/26:
***This is a package proposal with School Committee #9*
("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.")

2. Family Leave
Sick leave shall be taken for a unit member's personal illness, except that a unit member may use a maximum of ~~ten (10)~~ **fifteen (15)** sick days per school year for attending to a family member who is dependent on the unit member for care or emergencies. The definition of "family member" is the same used by the Massachusetts Paid Family and Medical leave Law, which is: spouse or domestic partner; children; parents; spouse or domestic partner's parents; grandchildren; grandparents; siblings**, ~~children of siblings, and other dependents~~**. In the event of a critical illness in the immediate family, a unit member may request the use of additional sick days with the approval of the Superintendent and documentation of the need.

Union Proposal #6: SAFE AND HEALTHY WORKING ENVIRONMENT

AMEND - Article XVI, Section 7, subsection C, as follows:

C. 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.~~

C. Safe Working and Learning Environment: The Committee and the Union recognize employees' right to a safe working environment, including the right to be free from threats of violence, and recognize the employer's obligation to provide a safe learning environment for all students now and safe working environment for all staff, teachers, and teaching assistants. To this end, the District shall:

1. **Meet annually with the Union to review aggregate data from the prior year; and develop mutually agreed upon District-wide staff reporting forms and protocols on classroom safety issues including but not limited to:**

    a. **A form for recording verbal, emotional and/or physical abuse toward staff and/or other students;**

    b. **A form for tracking offenses, interventions, and consequences on an ongoing basis as each offense occurs;**

    c. **Protocols for returning students who have been removed from the classroom for verbal, emotional, or physical abuse toward staff and/or other students;**

    d. **The initial meeting on this subject will be scheduled and occur no later than one month following ratification of this agreement. In subsequent years, this meeting will occur no later than October 1.**

2. **Provide annual training to all staff on the use and purpose of the staff reporting function(s);**

3. **Provide ongoing training on behavior management as needed;**

4. **Student Related Incident Reporting/ Response: Educators will report as soon as reasonably possible and in writing to their respective Principals all cases of workplace injury, including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Acceptable Use Policy by which staff members are targeted.**

A copy of such a report will be forwarded by the Principal to the Superintendent within one business day and a copy redacted for information subject to FERPA and the Massachusetts Student Records Law will be shared with the Union President within one business day.

5. **If criminal or civil proceedings are brought against a unit member alleging that s/he committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceedings, if s/he requests such assistance. If a unit member desires to bring criminal proceedings in connection with his/her employment, the Committee will furnish counsel to represent him/her in such proceedings, when such legal counsel is required.**
6. **Student Support**

    a. **On a monthly basis, building management shall report on student discipline/conduct referral and outcome trends to the Union.**

    b. **Within five (5) school days, building management will respond in writing to unit members who make student discipline/conduct referrals.**

    c. **Upon request of the Union, not to exceed once per year, the North Andover School Committee, or a member designated as a liaison, shall meet with members of the Union to hear educator feedback and trends regarding educational policy matters that are in the purview of the committee.**

Response of the Committee on 10/7/26:

AMEND - Article XVI, Section 7, subsection C, as follows:

C. 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.~~

C. Safe Working and Learning Environment: The Committee and the Union recognize employees' right to a safe working environment, ~~including the right to be free from threats of violence, and recognize the employer's obligation to provide a safe learning environment for all students now and safe working environment~~ for all staff, teachers, and teaching assistants. To this end, the District shall:

1. **Meet annually with the Union to review ~~aggregate~~ data from the prior year to** discuss the current 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. **~~And develop mutually agreed upon District-wide staff reporting forms and protocols on classroom safety issues including but not limited to~~:**

    ~~e. form for recording verbal, emotional and/or physical abuse toward staff and/or other students;~~

    ~~f. A form for tracking offenses, interventions, and consequences on an ongoing basis as each offense occurs;~~

    ~~g. Protocols for returning students who have been removed from the classroom for verbal, emotional, or physical abuse toward staff and/or other students;~~

    h. The initial meeting on this subject will be scheduled and occur no later than one month following ratification of this agreement. In subsequent years, this meeting will occur no later than October 1.

7. **Provide annual training to all staff on the use and purpose of the staff reporting function(s);**

8. **Provide ongoing training on behavior management as needed;**

9. **Student Related Incident Reporting/ Response: Educators will report as soon as reasonably possible and in writing to their respective Principals all cases of workplace injury, including but not limited to physical injury, incidents of sexual harassment, and/or threats of assault suffered by them in connection with their employment, including but not limited to any violations of the District's Acceptable Use Policy by which staff members are targeted.**

A copy of such a report will be forwarded by the Principal to the Superintendent ~~within one business day~~ and a copy redacted for information subject to FERPA and the Massachusetts Student Records Law will be shared with the Union President ~~within~~

~~one business day~~.

10. ~~If criminal or civil proceedings are brought against a unit member alleging that s/he committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him/her in such proceedings, if s/he requests such assistance. If a unit member desires to bring criminal proceedings in connection with his/her employment, the Committee will furnish counsel to represent him/her in such proceedings, when such legal counsel is required~~.
11. **Student Support**

    d. ~~On a monthly basis, building management shall~~ Upon request of the union, the administration shall provide union leadership redacted information ~~report~~ on student discipline/~~conduct referral and~~ outcome trends to the Union.

    ~~e. Within five (5) school days, building management will respond in writing to unit members who make student discipline/conduct referrals.~~

    f. Upon request of the Union, not to exceed once per year, the North Andover School Committee, or a member designated as a liaison, shall meet with members of the Union to hear educator feedback and trends regarding educational policy matters that are in the purview of the committee.

Union Proposal #7: ENVIRONMENTALLY SAFE SCHOOLS
AMEND - Article XVI, Section 7, by adding subsection D, as follows:

D. HEAT PROTOCOLS
If classroom temperatures are above 85 degrees Fahrenheit or below 60 degrees Fahrenheit, the Employer shall have a student half day. Bargaining unit employees shall have no loss of pay.

Response of the Committee on 5/27/26:
The Committee declines the inclusion of subsection D. We remain committed to following the professional guidance and established protocols of the Police, Fire, and Facilities Departments to ensure optimal school safety and building appropriateness.

Union Proposal #8: ESP CLASSROOM SUPPORT

ADD NEW - Article IV, Section 7, as follows:

7. The District shall assign a Teaching Assistant to each Pre-K, Kindergarten, 1st Grade, and small learning group classes for the full school day. These Teaching Assistants will be in addition to any required One-on-One Teaching Assistant assignments for students that may already exist (i.e. those required by IEPs etc…).

Response of the Committee on 5/27/26:
This would add approximately 20-30 positions. Not sustainable or fiscally responsible. The committee does not agree to add.

Union Proposal #9:
EMOTIONAL DISTRESS IN THE CLASSROOM

AMEND - Article XVI by adding new Section 9 called “Emotional Distress in the Classroom” as

follows:

EMOTIONAL DISTRESS IN THE CLASSROOM

There is increasing and alarmingly more student emotional distress in the classrooms. These episodes of dysregulation take many forms, including verbal and physical outbreaks. Sometimes, these episodes cause classroom evacuations and have a significant impact on student learning. The parties believe they must act together with family stakeholders to address these problems. As such, the Employer shall do the following:

A. **Provide therapy rooms or other forms of in-school support when students are having emotional distress;**

B. **Review policies and procedures with the North Andover School Committee to ensure students are receiving the correct and needed support;**

C. **Review operational procedures to ensure student discipline codes are fair and enforced;**

D. **Document and provide monthly distress reports including any time there is physical harm to staff and/or students, and when a classroom is evacuated;**

E. **Additional training and meeting opportunities with school-based crisis teams;**

F. **Provide mental health staffing support to meet the needs of all students; and**

G. **Create a district-wide task force consisting of 12 people, 4 appointed by the Superintendent, 4 appointed by the President of the Union, and 4 parents, with 2 appointees made by the SEPAC and PTO respectively. This committee will establish its own procedures for reviewing emotional distress/dysregulation reports, investigating health and safety issues brought to its attention, and making recommendations to the School Committee and Administration to remedy concerns brought to the task force.**

The Committee response of 10/7/26:
The Committee cannot agree to this proposal. The Committee adheres to 603 CMR 46.00 and the policies of the school committee.

Union Proposal #10: TOILETING

AMEND - Article VIII, Section 6 Toileting, as follows:

[Delete current language and replace with the following]

Section 1: Toileting or Daily Diapers. Bargaining unit employees who are required to support students with toileting, daily diapering, or personal hygiene support (i.e. menstruation etc..) shall be paid by NAPS a lump sum representing the gross amount of $4,000, less applicable withholdings and deductions. This lump sum will be divided up evenly, $2,000 to be paid in December, and $2,000 to be paid in June.

Section 2: NAPS, when posting positions requiring toileting or daily diapers responsibility, will include diapering responsibility clearly outlined prior to hiring.

Section 3: If a unit member currently works in the district and a new child entering the district who needs toileting/diapering is assigned to them, then the unit member will be given the option to perform diapering responsibilities. If the unit member declines the responsibility, the unit member will be reassigned to another unit assignment.

Section 4: If a unit member is receiving a toileting stipend but their work assignment changes mid-year (based on operational needs or adjustments by the District), then they will still receive the Toileting stipend for that year.

The Committee Response of 10/7/26:
The Committee will address this proposal in its comprehensive financial proposal at the next session.

Union Proposal #11: SPECIALIZED PROGRAM/DUTIES STIPEND

AMEND - Article VIII Section 5 as follows:

Change title to "Specialized Programs and Duties Stipend": FURTHER AMEND as follows:

A. Unit members assigned to specialized programs and/or duties shall receive a stipend of six-thousand dollars ($6000.00) in addition to their regular compensation. This lump sum will be divided up evenly, $3,000 to be paid in December, and $3,000 to be paid in June.

B. Unit members can receive either the Toileting Stipend (TS) or Specialized Program and Duties Stipend (SPDS) but never both. If they are qualified to receive both stipends then they will receive the SPDS.

C. Specialized programs/duties shall refer to the following:

1. **Any unit member working in a substantially separate and/or special program where the students are out of the general classroom at least forty percent (40%) of the day.**

2. **Any unit member working with a medically fragile student where specialized feeding, toileting (post pre-school incontinence), or lifting of students is required.**

3. **Any employee who is required to regularly implement ABA or similar behavior interventions in their work with their assigned one-to-one, one-to-two student(s), or in a substantially sub separate learning environment.**

The Committee Response of 10/7/26:
The Committee will address this proposal in its comprehensive financial proposal at the next session.

Union Proposal #12: WORKPLACE DIGNITY AND RESPECT
AMEND - Article XVI by adding new Section 10 called "Workplace Dignity and Respect" as follows:

Workplace Dignity and Respect

A. **The Employer and the Union agree that the work environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. Every employee has the right to be treated with dignity and respect and to work in a safe and healthy environment, free of verbal and nonverbal abuse, intimidating body language, retaliation, and any form of hostility. The Employer, in cooperation with the Union, shall develop a comprehensive workplace bullying prevention program. The purpose of this program is to promote a healthy, positive workplace climate so that every individual can contribute fully to our educational community.**

B. **Adult workplace bullying is defined as conduct that a reasonable person would find hostile, intimidating, offensive, humiliating, or abusing authority. It may be verbal, nonverbal, electronic (email; social media), public or private. It is typical behavior repeated across multiple incidents; a single incident is rarely a violation. It may originate from any employee or from any individual to another within the educational community. Examples include, but are not limited to: unwarranted or invalid criticism; unjustified blame; being treated differently from others in the workgroup; being sworn at, shouted at, or humiliated; exclusion or social isolation; excessive monitoring, micro-managing, or being given unrealistic deadlines.**

C. **Workplace Bullying Prevention Program: The Program shall include, at a minimum, the following components:**

    a. **Measures that will reduce the likelihood of workplace bullying, including training and education for all members of the educational community. This training and education should, at a minimum, define adult workplace bullying and its consequences and explain the Program;**

    b. **A reporting procedure and procedures for prompt, thorough, and objective investigations that are handled respectfully, with an assurance that there is no retaliation or negative consequences for victims and witnesses; and**

    c. **A reporting procedure and support mechanism (restorative practices, etc.) that help address concerns related to workplace respect and dignity involving non-staff individuals.**

    d. **Provisions to support staff who have experienced workplace bullying.**

Response of the Committee on 10/7/26:
The Committee has reviewed this believes the following policies address these concerns: AC, ACE, GBA, GBEB, GBK

Union Proposal #13: UNION AND EDUCATOR RIGHTS

AMEND - Article XV, as follows:

ADD NEW - Section 13, as follows:

Section 13: Other Union and Educator Rights

A. **VOLUNTARY COPE AND SCHOLARSHIP DEDUCTIONS: For any bargaining unit employee who voluntarily participates in the Union's scholarship or Committee on Political Education (COPE) program, the Employer shall provide payroll deductions**

from those bargaining unit employees and transmit funds accordingly to the Union.

B. **Unit members will be entitled to full rights of citizenship, and no political or religious activities of any unit member or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such member.**

C. **The private and personal life of a unit member is not within the appropriate concern or attention of the Committee except as it may interfere with the member's responsibilities to and relationships with students.**

D. **The Committee will provide the Union with an advance copy of the agenda, and any attached documents, for each official Committee meeting.**

E. **Evergreen Clause: The Committee agrees that current policy relating to wages and hours not otherwise changed by this Agreement, will remain in force, and further agrees that to the extent reasonably feasible, policies relating to working conditions will also continue in force.**

F. **Union President Release Time: Recognizing the goal of maintaining harmonious labor-management relations and the need for mutual concerns to be addressed timely and professionally, the parties agree the position of the Union President shall have full release time. In the event that the Union has co-presidents, such time will be divided equally. The Union will reimburse the district for the first twenty-five thousand dollars ($25,000) of the total cost of the position annually.**

Response of the Committee on 10/7/26:
The Committee will agree to include the Evergreen Clause. The Committee does not agree with the remainder of this proposal.

Union Proposal #14: TUITION REIMBURSEMENT

AMEND - Article XIV and rename to "Professional Development and the TA to Teacher Pipeline" as follows:

[DELETE CURRENT LANGUAGE AND REPLACE WITH BELOW]

Reimbursement for Courses:

The district will budget the sum of fifty thousand dollars ($50,000.00) per fiscal year for a Tuition Reimbursement Fund for employees in positions represented by Units A, B, and C.

The following rules apply to the Tuition Reimbursement Fund

1. **The maximum reimbursement per member per fiscal year shall be for four (4) classes at the Salem State University rate for tuition and** fees.

3. **Members must receive a grade of "B" or better or a "Pass" in a course only offered on a pass/fail basis. If the course is offered for optional grading, members must complete all coursework for the highest grade offered.**

4. **The member will pay the tuition/fees themself and compensation provided in this section will be in the form of reimbursement.**

5. **Members must submit an official course/grade transcript and a receipt from the institution detailing the tuition bill expenses paid by the member.**

Reimbursement for courses shall be distributed in a June payroll. Those seeking reimbursement should submit all required paperwork to the Superintendent or their designee as soon as the course is completed but no later than the third Monday in May.

B. **In the event that a unit member is required by the Superintendent to attend a course, the School District will pay for the cost of the member's attendance at such course.**

C. **In the event that the $50,000 is not depleted for courses, the remainder may be used to reimburse bargaining unit members for registration fees at approved seminars and professional development courses leading to PDPs that are tied to the members' content area or special education/ELL relicensure requirements taken during the school year. All requests for reimbursement must be submitted by June 1 along with proof of attendance. The remainder of the money will be divided equally among the members who submit such a request.**

D. **<u>TA to Teacher Pipeline</u>**

1. **The Employer shall create and maintain a Teaching Assistant to Teacher program to support bargaining unit members in the pursuit of positions as certified educators.**

2. **The employer shall provide a minimum of one (1) MTEL preparation course per year open to bargaining unit members at no cost.**

3. **If a Teaching Assistant Unit member is hired full time for another bargaining unit position within the NATA (i.e. Teacher Unit or Administrative Assistant Unit), then all accrued time, benefits, longevity, and seniority will be preserved and recognized in their new role.**

E. **<u>Career Awards</u>**

1. **A Teaching Assistant who has completed pre-approved professional development activities outside of the work day during the term of one fiscal year shall be entitled to an additional $500.00 to be added to base pay for every 5 credits earned, up to a cumulative total of 25 credits and $2,500.00 as illustrated below:**

Upon satisfactory completion of 5 credits: $500
Upon satisfactory completion of 10 credits: $1,000
Upon satisfactory completion of 15 credits: $1,500
Upon satisfactory completion of 20 credits: $2,000
Upon satisfactory completion of 25 credits: $2,500

2. **Such professional development activities must be approved in advance by the Superintendent or designee and must relate to the field of education or be taken as part of a degree-granting program in which the employee is enrolled.**

3. **If a teaching assistant has completed enough credits to earn the Career Award, or a subsequent increase, during the school year, and if the superintendent is**

presented with evidence of completion of the credits prior to February 1, a teaching assistant shall receive the increased Career Award as of February 1. If evidence of completion of credits is submitted after February 1 of the school year, the teaching assistant will receive the increased Career Award as of September 1 of the next school year.

F. Professional Development

1. **Unit members will receive one (1) credit for every three (3) hours of** in-service training and/or professional development, two (2) credits for every six (6) hours of in-service training and/or professional development, etc…

2. **Teaching Assistants will be provided with professional development on early release days. The schedule and content of the professional development will be developed to align with district and school goals as well as maintaining relevance to the professional responsibilities of bargaining unit members.**

3. **Professional development activities outside of the work day and/or work year must be approved in advance by the Superintendent or designee. During the months of July and August teaching assistants may sign up for pre-approved professional development activities that will be used toward the contract year that commences on September 1st of the next school year.**

G. Teaching a Course

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

The Committee Response of 10/7/26:
The Committee will address this proposal in its comprehensive financial proposal at the next session.

Union Proposal #15: PAID HOLIDAYS

AMEND - Article VIII, **Section 2,** as follows:

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.~~

Beginning in the 2026-2027 School Year, all unit members will receive fifteen (15) paid holidays per year in addition to their regular compensation and regardless of their FTE status. Holiday pay is included in the amounts shown in the salary schedule.

Paid Holidays

Labor Day	Indigenous People's Day	**Veteran's** Day

Thanksgiving Day	Friday after Thanksgiving	Christmas Eve
Christmas Day	**New Years Eve**	New Years Day
Presidents Day	Martin Luther King Jr. Day	Patriots Day
Memorial Day	**Juneteenth**	**Independence Day**

The Committee Response of 10/7/26:
The Committee will address this proposal in its comprehensive financial proposal at the next session.

Union Proposal #16: VACATION DAYS

AMEND - Article VIII, by adding new Section 13, Vacation Days, as follows:

Vacation Days

Beginning in the 2026-2027 School Year, all unit members will receive fifteen (15) paid vacation days per year in addition to their regular compensation and regardless of their FTE status. Vacation pay will be paid in a lump sum by June 15th each year.

Paid Vacation Days

4 Days for December Holiday Vacation
4 Days for February Winter Vacation
4 Days for April Spring Vacation
3 Days for July Summer Vacation

The Committee Response of 10/7/26:
The Committee will address this proposal in its comprehensive financial proposal at the next session.

Union Proposal #17: LONGEVITY

AMEND - Article VIII, Section 4, Longevity, as follows:

Years	**2026-2027**	**2027-2028**	**2028-2029**
5-9	**$2000**	**$2250**	**$2500**
10-14	**$2750**	**$3000**	**$3250**
15-19	**$3250**	**$3500**	**$3750**
20-24	**$3750**	**$4000**	**$4250**
25-29	**$4250**	**$4500**	**$4750**
30+ YEARS	**$4750**	**$5000**	**$5250**

[Delete sections A.-F in their entirety and replace with the following] Completed

Years of Service in North Andover

The Committee Response of 10/7/26:
The Committee will address this proposal in its comprehensive financial proposal at the next session.

Union 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:
Committee counters with "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)."

Union Proposal #19: 403b MATCHING

AMEND - Article XVII, Section 3, as follows:

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

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 five hundred dollars ($500) 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.

Response of the Committee on 10/7/26:

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 ~~five hundred dollars ($500)~~ **three hundred ($300)** pre-tax per year. A unit member wishing to participate in the program must **complete all enrollment forms required by the Plan and** 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~~.

Union Proposal #20: SUBCONTRACTING RESTRICTIONS

ADD NEW - Article called “Subcontracting Restrictions" as follows:

The Employer recognizes NATA’s status as the exclusive representative for all four bargaining units. As such, the Employer will cease, desist, and in the future refrain from subcontracting out bargaining unit work without the express consent and approval of NATA. In cases of exigent circumstances the Employer may request the use of subcontractors by contacting the NATA president in order to negotiate the terms, conditions, and timeline of such a request.

Response of the Committee on 5/27/26:
District is able to notify NATA in Mutual concerns Parameters currently exist to address this

Union Proposal #21: WAGES AND OTHER COMPENSATION

The Union reserves the right to make a wage proposal to address ongoing economic and labor conditions including but not limited to market adjustments, general wage increases, longevity pay, mentor pay, increases to stipend amounts, reduction of salary schedule steps, adding steps, new educator minimum salaries, adding new stipends, and addressing curriculum and hourly rates.

NAEA Proposal of 8-24-22

Market Adjustment to Living Wage

Step	HQ	AA	AA+20/BA	BA+10	BA+25/MA	MA+25
1	$55,000.00	$57,000.00	$59,000.00	$61,000.00	$63,000.00	$65,000.00
2	$57,000.00	$59,000.00	$61,000.00	$63,000.00	$65,000.00	$67,000.00
3	$59,000.00	$61,000.00	$63,000.00	$65,000.00	$67,000.00	$69,000.00
4	$61,000.00	$63,000.00	$65,000.00	$67,000.00	$69,000.00	$71,000.00
5	$63,000.00	$65,000.00	$67,000.00	$69,000.00	$71,000.00	$73,000.00
6	$65,000.00	$67,000.00	$69,000.00	$71,000.00	$73,000.00	$75,000.00

27-28 5%

Step	HQ	AA	AA+20/BA	BA+10	BA+25/MA	MA+25
1	$ 57,750.00	$ 59,850.00	$ 61,950.00	$ 64,050.00	$ 66,150.00	$ 68,250.00
2	$ 59,850.00	$ 61,950.00	$ 64,050.00	$ 66,150.00	$ 68,250.00	$ 70,350.00
3	$ 61,950.00	$ 64,050.00	$ 66,150.00	$ 68,250.00	$ 70,350.00	$ 72,450.00
4	$ 64,050.00	$ 66,150.00	$ 68,250.00	$ 70,350.00	$ 72,450.00	$ 74,550.00
5	$ 66,150.00	$ 68,250.00	$ 70,350.00	$ 72,450.00	$ 74,550.00	$ 76,650.00
6	$ 68,250.00	$ 70,350.00	$ 72,450.00	$ 74,550.00	$ 76,650.00	$ 78,750.00

28-29 5%

Step	HQ	AA	AA+20/BA	BA+10	BA+25/MA	MA+25
1	$ 60,637.50	$ 62,842.50	$ 65,047.50	$ 67,252.50	$ 69,457.50	$ 71,662.50
2	$ 62,842.50	$ 65,047.50	$ 67,252.50	$ 69,457.50	$ 71,662.50	$ 73,867.50
3	$ 65,047.50	$ 67,252.50	$ 69,457.50	$ 71,662.50	$ 73,867.50	$ 76,072.50
4	$ 67,252.50	$ 69,457.50	$ 71,662.50	$ 73,867.50	$ 76,072.50	$ 78,277.50
5	$ 69,457.50	$ 71,662.50	$ 73,867.50	$ 76,072.50	$ 78,277.50	$ 80,482.50
6	$ 71,662.50	$ 73,867.50	$ 76,072.50	$ 78,277.50	$ 80,482.50	$ 82,687.50

The Committee Response of 10/7/26:

The Committee will address this proposal in its comprehensive financial proposal at the next session.