

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER TEACHERS ASSOCIATION

This Agreement is made and entered into on September 1, 2020 by and between the NORTH ANDOVER SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the NORTH ANDOVER TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

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PREAMBLE

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

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

ARTICLE I Recognition

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

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

ARTICLE II
Negotiation Procedure

- A. Not later than October 1 of the year 2022, the Committee agrees to enter into negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning Teachers' wages, hours, and other conditions of employment. Any agreement so negotiated will apply to all Teachers and will be reduced to writing, ratified, and executed by the Committee and the Association.
- B. During negotiation, the Committee and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiation.
- C. If the negotiations, described in this Section under Paragraph A, have reached an impasse, the procedures described in Massachusetts General Laws Chapter 150E will be followed.
- D. The Committee agrees not to negotiate with any Teachers' organization other than that designated as the exclusive bargaining agent pursuant to Massachusetts General Laws Chapter 150E. The Committee further agrees not to negotiate with any Teacher or Teachers' organization other than the Association in regard to changes in wages, hours, or other conditions of employment to become effective during the term of this Agreement.
- E. In the event that the Committee or the Association desires to make any proposal, the subject matter of which is not covered by the terms of this Agreement, it may submit such proposal in writing to the Superintendent and request a meeting.
- F. Any agreement reached between the parties after ratification of this agreement will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.

ARTICLE III
Grievance Procedure

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

B. Purpose

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

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

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

- b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- c. If the aggrieved person does not file a grievance in writing with the Chairman of the PR & R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the aggrieved person knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

3. Level Three:

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

4. Level Four:

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

the one set forth in the rules of the American Arbitration Association, and the arbitration shall be administered according to those rules. The cost of the arbitration shall be shared equally by the Committee and the Association.

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

D. Rights of Teachers to Representation

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

E. Miscellaneous

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

ARTICLE IV
Employment

- A. In the North Andover Public School System, requirements for employment shall be within the

framework of the State Law.

- B. Provisions of professional Teacher status will comply with the framework of the State Law.
- C. Teachers hired new to the system shall be placed on the appropriate step based upon their years of experience, provided that such experience has been in the same subject matter area or general grade level for which he/she has been hired, i.e., a person with one year of experience shall be placed at Step 2 of the salary schedule, two years of experience is equivalent to Step 3 of the salary schedule, etc. Additional credit may also be given at the discretion of the Superintendent.
- D. Each new Teacher, within thirty (30) days of receiving a letter of appointment, will submit to the Superintendent his/her record of all previous courses taken for which he/she wishes to receive credit towards a higher salary schedule. Any courses not so submitted will be considered forfeited for future credit. No credit will be given for courses on a graduate level unless, in the opinion of the Superintendent or his or her designee, the Teacher has received a satisfactory grade (Article XX, Section D), and the courses are appropriate for the teaching assignment for which the Teacher has been hired. A long-term substitute who becomes employed under a regular contract will be provided the opportunity to submit such course work within thirty (30) days of receiving a letter of appointment to a regular contract.
- E. All new Teachers entering the North Andover Public Schools who have not been actively employed as Teachers for the past five (5) years or longer will start at the appropriate salary step; however, in no case will it exceed Step 5 of the salary schedule.
- F. Upon employment, long-term substitutes shall be placed upon step one (1) of the Bachelor's salary scale and will advance thereon one (1) step for each year of continuous employment. In the event said long-term substitute becomes employed under regular contract, then credit for previous years' experience shall be granted for salary step placement.
- G. Final responsibility for establishing the starting salaries of all personnel entering the school system rests with the Superintendent.
- H. Notification of decision to resign from any position, including a stipend position, covered by this agreement, must be presented to the Superintendent at least thirty (30) days before the date of leaving, and no resignation will be honored that will take effect before September 30 or after June 1; however, the Superintendent reserves the right to waive this requirement if he/she deems it in the best interest of the school system. Once such notice of resignation is submitted to the Superintendent, it cannot thereafter be withdrawn.
- I. At the beginning of each school year, the administration will provide each Teacher with an accounting of his/her sick leave accrual to date and current step and column placement on the salary schedule, **Appendix A**.

ARTICLE V

Assignments, Transfers, and Vacancies

- A. Teachers shall be notified in writing of any changes in their assignments for the ensuing year not

later than June 15, provided that in the event of a change of circumstances or conditions such assignments may be changed as required to meet the situation, and the Teacher or Teachers concerned shall be notified when the change is made.

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

- B. Whenever any vacancy occurs within the North Andover Public Schools, an email notice will be sent to all employees.
- C. In the event a Teacher is notified after June 15 of an involuntary transfer to another building, the Teacher will be compensated one/one hundred eighty-fourth (1/184) of the Teacher's annual salary (one (1) day's pay).
- D. If a Teacher is required to relocate his/her classroom for any reason, the Teacher will be responsible for packing only his/her personal items and materials. The Teacher is not responsible for packing and moving materials belonging to the School District.
- E. In the determination of assignments and transfers, the convenience and wishes of the individual Teachers will be given consideration provided these considerations do not conflict with the instructional requirements and best interests of the pupils and the school system. Final decision on all transfers is the responsibility of the Administration but is subject to the grievance procedure commencing at Level 2.
- F. Appointments and assignments will be made without regard to race, color, religious creed, gender, national origin, ancestry, sexual orientation, pregnancy, veteran status, military service, age, marital status, genetic information, disability or on any other basis protected by federal, state, or local law or bylaw. This policy governs all aspects of employment, including selection, job assignment, compensation, advancement, workforce reduction or transfer, leaves of absence, discipline, termination, and access to benefits and training.

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

ARTICLE VI Salaries

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

C. Longevity Pay

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

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

Longevity pay will be paid in total on the first pay day of October. The Committee shall grant the following salary increases for continuous uninterrupted service.

On the first pay day of October of a Teacher's eleventh (11) through fifteenth (15) qualified year of service, the Teacher shall receive longevity pay in the amount of \$1,500.

On the first pay day of October of a Teacher's sixteenth (16) through twentieth (20) qualified year of service, the Teacher shall receive longevity pay in the amount of \$1,600.

On the first pay day of October of a Teacher's twenty-first (21) through twenty-fifth (25) qualified year of service, the Teacher shall receive longevity pay in the amount of \$1,900.

On the first pay day of October of a Teacher's twenty-sixth (26) through thirtieth (30) qualified year of service, the Teacher shall receive longevity pay in the amount of \$2,000.

On the first pay day of October of a Teacher's thirty-first (31) qualified year of service, the Teacher shall receive longevity pay in the amount of \$2,500.

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

Personnel employed prior to September 1, 2011 who are at Step 8 of the salary schedule but do not qualify for longevity payments in accordance with the above schedule will receive \$800.

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

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

To the extent permitted by law, any participant in this plan may designate annually any amount to be contributed to 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.

ARTICLE VII
Stipends

All stipends or any other monetary compensation on which the parties reach agreement during the term of this agreement or any extension thereof shall be reduced to writing in the form of a memorandum of agreement signed by the parties to the Collective Bargaining Agreement or their agents. The stipend/monetary compensation shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is signed. When the agreement contains terms that continue beyond the term of this agreement or any extension thereof, the terms shall be printed as part of the appropriate Article/Appendix in the subsequent agreement.

A. Academic Stipends

1. All Facilitators of Collaborative Inquiry, Academic Coordinators and Lead Teacher positions are for a term of one (1) year and require annual reappointment by the Building Principal or Superintendent's designee. By May 1, the Committee will decide which stipends shall be funded for the following year. At the discretion of the Superintendent, a stipend position may be split between two (2) people.
2. Any stipend paid to a member of the Association will contribute to the base salary for retirement pension.
3. The decision whether to fund any stipend rests solely with the Committee.
4. All stipend positions will be filled by using the following procedure:
 - a. The position will be posted via the North Andover Public Schools' website at least thirty (30) days prior to the date of appointment.
 - b. The posting will include the qualifications, duties and compensation for the position.
 - c. Association members interested in applying for a position will submit an application through the NAPS website.
5. All Facilitators of Collaborative Inquiry, Academic Coordinators and Lead Teachers shall receive a written evaluation annually. For Academic Coordinators only, the evaluation will include feedback from his/her department members collected via an anonymously completed assessment negotiated for the purpose of providing valuable and constructive feedback for the Academic Coordinator.
6. Each of the following Facilitators of Collaborative Inquiry shall be paid a \$3000.00 stipend. The Academic Coordinators shall be paid \$5,000. An additional \$1,000.00 shall be paid for participation in the Data and Assessment Cohort. The Cohort consists of three (3) facilitators from each level.

Elementary Schools: One (1) Facilitator for Pre-Kindergarten
 One (1) Facilitator for Kindergarten
 Five (5) Facilitators for Grades 1-2 (one at each school)
 Five (5) Facilitators for Grades 3-5 (one at each school)

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

District: One (1) Facilitator for Grades K-5: Wellness/Physical Education
One (1) Facilitator for Grades K-5: Library
One (1) Facilitator for Grades K-5: Music
One (1) Facilitator for Grades K-5: Art
One (1) Facilitator for Grades K-5: Special Education

7. Each elementary school, including the Anne Bradstreet Early Childhood Center (ABECC), shall have one (1) Lead Teacher to be paid at a yearly stipend of \$5,000.00.
8. District Mentors shall be appointed by the Superintendent, to assist the district in supporting new Teachers to North Andover and/or new to teaching through the District Mentoring Program. Each position shall be paid a stipend of \$1,200.00. The number of positions shall be determined by the Superintendent depending on the cohort level and configuration of new Teachers.
9. Guidance Counselors, Adjustment Counselors, and School Psychologists hired **prior to** June 30, 2014 shall annually work the scheduled one hundred eighty-four (184) Teacher work days plus an additional five (5) days. In addition he/she will have the option to work up to five (5) additional days for a maximum total of ten (10) additional days each year. These days will be scheduled by the building Principal during summer break. Principals will make an effort to honor requests for when these days occur as long as doing so will still meet the demonstrated needs of the school. The Principal must notify the employee by January 15th of the five (5) mandatory days he/she will be scheduled during summer break. The employee must notify the Principal by May 1st as to how many additional days in excess of five (5) he/she will be working for the coming summer. Once declared, the number of additional days cannot be reduced without agreement by the employee and principal. The additional days shall be scheduled by the Principal no later than June 1st. Any non-Teacher work day during which the employee is called in to deal with a school emergency will count as one of these days as well. Each day worked by the employee in addition to the one hundred eighty-four (184) Teacher work days will be paid at the individual's per diem rate of one/one hundred eighty-fourth (1/184) of his salary.

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

10. Board Certified Behavior Analyst (BCBA) who apply and are selected to provide home services will be paid at a rate of \$65.00 per hour. These positions will be posted internally first. If no viable candidates emerge through the process, the position will then be posted externally. No work associated with this role will be assessed in the evaluation for the individual's primary job function, however home services providers will be evaluated to determine their eligibility to serve in this role.
11. Scarlet Knight Academy
 - a. The Director of Scarlet Knight Academy shall receive a stipend of \$30,000.
 - b. The Assistant Director of Scarlet Knight Academy shall receive a stipend of \$22,000. This stipend may be split at the discretion of the building principal so long as the total stipend amount remains the same and the split is a sharing of current stipend responsibilities.
 - c. The Director and Assistant Director(s) shall have their stipends evenly distributed during the year and paid in their biweekly paychecks.
 - d. Scarlet Knight Academy Teachers shall receive a stipend of \$1775.00 per course per trimester.
 - e. Teaching stipends for Trimester 1 will be included in the first paycheck in November. Teaching stipends for Trimester 2 will be included in the first paycheck in March. Teaching stipends for Trimester 3 will be included in the first paycheck in June.

B. Stipends for Athletics and Extracurricular Activities

1. Student activities outside the school day are integral to the total education of our students. While these activities provide great benefits to students, they hold differing requirements and expectations for the adult advisors who supervise them. Since these activities are fully dependent on student participation, the parties agree some flexibility is needed when changes occur.
2. Any stipend paid to a member of the Association will contribute to the base salary for the purpose of retirement pension.
3. The decision whether to fund any stipend rests solely with the Committee.
4. Any new stipend position created by the Committee will be negotiated between the parties to determine duties of the position and compensation.
5. All stipend positions are for a term of one (1) year and require annual reappointment by the Principal. By June 15, the Committee will decide which stipends shall be funded for the following year. A list of the funded stipends and personnel in those positions will be provided to the Association by October 1. At the discretion of the Principal, a stipend position may be split between two (2) or more people as long as the following criteria are met:
 - a. The total stipend amount remains the same.

- b. The split is a sharing of current stipend responsibilities. A new stipend or new title or additional responsibilities cannot be created by splitting an existing stipend.
6. All stipend positions will be filled using the following procedure:
- a. The position will be posted via the North Andover Public Schools' website at least thirty (30) days prior to the date of appointment.
 - b. The posting will include the qualifications, duties and compensation for the position.
 - c. Association members interested in applying for a position will submit an internal application through the NAPS website.
7. All Coaches (Varsity, Assistant, JV & Freshman) shall receive a written evaluation annually. The Director of Athletics shall meet with the Head Coach to discuss the evaluation no later than thirty (30) days following the official end of the season. The Head Coach will evaluate the Assistant/JV/Freshman coaches no later than forty-five (45) days following the official end of the season. The parties agree the evaluation document outlined in **Appendix B** shall be used until such time as the parties agree to any change.
8. Activity Advisors will submit a summary report to the Principal by June 1.

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

| Tiers | Stipend |
|--------|----------|
| Tier 1 | \$10,225 |
| Tier 2 | \$6,340 |
| Tier 3 | \$4,602 |
| Tier 4 | \$3,579 |
| Tier 5 | \$3,272 |
| Tier 6 | \$2,557 |
| Tier 7 | \$8,000 |
| Tier 8 | \$2,000 |
| Tier 9 | \$3,350 |

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

FALL SPORTS

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

FALL SPORTS

| | |
|---------------------------|---------|
| Cheerleading- Fall | \$3,579 |
| Football- Assistant 1 | \$3,579 |
| Football- Assistant 2 | \$3,579 |
| Freshman Boys Soccer | \$3,272 |
| Freshman Field Hockey | \$3,272 |
| Freshman Football | \$3,272 |
| Freshman Girls Soccer | \$3,272 |
| Freshman Girls Volleyball | \$3,272 |

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

Fall sport stipends will be included in the first paycheck in November.

WINTER SPORTS

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

WINTER SPORTS

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

Winter sport stipends will be included in the first paycheck in March.

SPRING SPORTS

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

SPRING SPORTS

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

Spring sport stipends will be included in the first paycheck in June.

Extra-Curricular stipends for activities shall be paid in the following amounts. Stipend payouts will be split in two equal payments. The first payment will be included in the first paycheck in December. The second payment will be included in the first paycheck in May.

ELEMENTARY ACTIVITY STIPENDS

| | |
|----------------------|----------|
| ES Atkinson Advisor | \$767.00 |
| ES Atkinson Choice | \$767.00 |
| ES Franklin Advisor | \$767.00 |
| ES Franklin Choice | \$767.00 |
| ES Kittredge Advisor | \$767.00 |

ELEMENTARY ACTIVITY STIPENDS

| | |
|---------------------|----------|
| ES Kittredge Choice | \$767.00 |
| ES Sargent Advisor | \$767.00 |
| ES Sargent Choice | \$767.00 |
| ES Thomson Advisor | \$767.00 |
| ES Thomson Choice | \$767.00 |

Elementary "Choice" positions are intended for one (1) additional activity at each school as designated by the Principal in the area of Civics, Fine Arts, Academics or Technology. Elementary "Advisor" positions are intended to lead a Student Council at each school. If the "Advisor" position is not filled, the Principal may choose to create a second "Choice" position.

MIDDLE SCHOOL ACTIVITY STIPENDS

| | |
|--------------------------------|------------|
| MS After Hours Coordinator | \$1,688.00 |
| MS Drama Play Director | \$2,045.00 |
| MS Gender & Sexuality Alliance | \$512.00 |
| MS Geography Advisor | \$512.00 |
| MS Jazz Band Director | \$1,534.00 |
| MS 6th Grade Advisor | \$1,632.00 |
| MS 7th Grade Advisor | \$1,632.00 |
| MS 8th Grade Advisor | \$1,632.00 |
| MS Math Counts | \$1,841.00 |

MIDDLE SCHOOL ACTIVITY STIPENDS

| | |
|---------------------------|------------|
| MS Musical Assistant | \$1,023.00 |
| MS Musical Choreographer | \$614.00 |
| MS Musical Director | \$4,602.00 |
| MS Musical Set Builder | \$614.00 |
| MS Musical Sound Director | \$614.00 |
| MS News/Literary Magazine | \$1,534.00 |
| MS Robotics #1 | \$1,023.00 |
| MS Robotics #2 | \$1,023.00 |
| MS Yearbook | \$1,534.00 |

HIGH SCHOOL ACTIVITY STIPENDS

| | |
|--------------------------------|------------|
| HS Band Assistant | \$2,250.00 |
| HS Band Color Guard | \$1,534.00 |
| HS Band Director | \$7,669.00 |
| HS Band Drill Instructor | \$1,534.00 |
| HS Band Percussion | \$1,534.00 |
| HS Best Buddies #1 | \$1,023.00 |
| HS Best Buddies #2 | \$1,023.00 |
| HS DECA #1 | \$3,068.00 |
| HS DECA #2 | \$3,068.00 |
| HS Drama Fall Play | \$1,023.00 |
| HS Drama Festival | \$2,045.00 |
| HS Drama Guild | \$2,045.00 |
| HS Environmental Club | \$1,023.00 |
| HS Freshman Class #1 | \$2,000.00 |
| HS Freshman Class #2 | \$2,000.00 |
| HS Gender & Sexuality Alliance | \$512.00 |
| HS H.E.A.L. Club | \$512.00 |
| HS Junior Class #1 | \$3,500.00 |
| HS Junior Class #2 | \$3,500.00 |
| HS Literary Magazine | \$1,534.00 |

HIGH SCHOOL ACTIVITY STIPENDS

| | |
|---------------------------|------------|
| HS Math Team | \$1,534.00 |
| HS Model UN | \$1,534.00 |
| HS Musical Assistant | \$1,023.00 |
| HS Musical Choreographer | \$512.00 |
| HS Musical Director | \$3,579.00 |
| HS Musical Pit Orchestra | \$614.00 |
| HS Musical Vocal Director | \$614.00 |
| HS National Honor Society | \$2,557.00 |
| HS Newspaper | \$2,557.00 |
| HS Rally Coord | \$1,023.00 |
| HS Robotics | \$2,045.00 |
| HS S.A.D.D. | \$1,023.00 |
| HS Science Team | \$1,534.00 |
| HS Senior Class #1 | \$4,500.00 |
| HS Senior Class #2 | \$4,500.00 |
| HS Sophomore Class #1 | \$2,500.00 |
| HS Sophomore Class #2 | \$2,500.00 |
| HS Student Council | \$3,068.00 |
| HS Yearbook | \$3,579.00 |
| HS Yearbook Assistant | \$3,068.00 |

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

Article VIII
Department Coordinators

- A. The high school Department Coordinator ("DC") must be a certified Teacher who will assist the building Principal, Assistant Principals and Pre-K to 12 Curriculum Coordinators in implementing the established district/school/department goals.

- B. This position is a three-year appointment, subject to annual review, that is intended to support Teachers by facilitating professional development/curriculum, coordinating the management and operation of the department, and assisting in the supervision and observation of his/her departmental Teachers.

- C. Requirements
 - 1. Department Coordinators (DC) are in Unit A.
 - 2. Candidates must have at least three (3) to five (5) years of experience in the content area and will receive training on the evaluation process and procedure.
 - 3. It is preferred, but not required, that candidates for the position of DC possess or are in the process of pursuing a degree in educational administration such as a Masters or CAGS.
 - 4. It is preferred, but not required, that a DC who intends to continue in this role actively pursue coursework in leadership or CAGS/Supervisor licensure.

- D. Posting and Appointment
 - 1. DC positions will initially be posted internally. If no viable candidates emerge through the process, the position will then be posted externally. If an external posting becomes necessary, it will not result in the loss of any position within the department as a result of any hiring of an individual from outside the unit.
 - 2. There will be two (2) rounds in the selection process to hire the DC position. The first round will include a faculty and staff committee which will include unit members from both inside and outside of the department. This committee will recommend finalists for round two. Round two will be conducted by the principal who ultimately makes the decision.
 - 3. DC positions will be re-posted every three (3) years which will allow current department coordinators to re-apply and new candidates to apply.
 - 4. Changes to the Department Coordinator job description will be negotiated by the Superintendent and union.
 - 5. In the event that a DC does not return to the Department Coordinator position she/he is entitled to return to a teaching position in his/her department area.
 - 6. Each DC will be evaluated annually on both his/her Department Coordinator duties and

his/her teaching responsibilities; the Department Coordinator evaluation component will include feedback from his/her department members collected via an anonymously completed assessment negotiated for the purpose of providing valuable and constructive feedback for the DC.

E. Supervision and Evaluation Responsibilities

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

F. Course Release

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

1. DCs supervising 5-8 FTEs will have three (3) course releases per year with at least one (1) release period scheduled each trimester.
2. DCs supervising 9-11 FTEs will have four (4) course releases per year with at least one (1)

release period scheduled each trimester.

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

G. Compensation and Work Year

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

ARTICLE IX

Work Year, Work Hours, Work Load

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

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

WORK DAY

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

2. No Teacher shall be required to attend more than eleven (11) meetings per year of not more than one (1) hour duration, except in an extreme emergency.
3. No Teacher will be required to attend more than two (2) evening events per year.
4. No after school meetings shall be scheduled for Fridays or days immediately preceding holidays.

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

1. The Teacher's basic load will include all assignments made by the administration during the normal school day. Depending on the grade level these assignments may include:

- classroom instruction
- after school make-up
- before and/or after school extra help
- recess duty
- lunch duty
- arrival/dismissal duty
- bus duty
- detention duty
- other student supervision
- other necessary non-teaching duties during the school day
- such special assignments as may be created by the absence of Teachers or by other circumstances necessitating program changes

2. In addition, it is further agreed that a Teacher's basic load will include all relevant activity necessary to produce good teaching and maintain professional status. These activities would include preparation of lessons, development of tests, evaluation of pupil work, office reports, committee work (departmental, curriculum, etc.), faculty meetings, conferences, meetings with parents, open house programs, subject to limitations in this Article IX, Section A 2.

3. Teachers may be requested to participate in related school activities. Such activities are club responsibilities, chaperoning school dances and parties, etc., serving as a class advisor in some instances, sponsoring fairs or school exhibits, and such other assignments that are not reimbursed on the extra stipend schedule. Teachers may volunteer for designated activities. Assignments on a non-voluntary basis will be made so that no Teacher or group of Teachers bears an unjust burden. A list of activities will be posted by the principal at the start of the school year.

4. Personnel other than classroom Teachers and itinerant Teachers (Article IX, Section G) will work at their assigned tasks for at least the length of the regular Teacher workday. The proper performance of their duties may require these persons to work longer than the normal working day.

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

D. The work year will include days when pupils are in attendance, orientation, days at the beginning of the school year, conference days and any other days on which Teacher attendance is normally required.

The work year for Teachers will begin on August 31, 2020 for the 2020-2021 school year. The following day will be a work day for Teachers, and school will be in session for students

beginning on September 2, 2020. The start date for Teachers in years two and three of this agreement will be August 30, 2021 and August 29, 2022. New personnel may be required to attend additional orientation sessions prior to the first work day for Teachers. School will not be in session for Teachers or students on the Friday prior to Labor Day. In no event will the Teacher work year be longer than four (4) days more than the number of days when students are required to be in attendance by state law. Students' instructional year (contact days) will start no later than the Tuesday following Labor Day and terminate no later than June 30.

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

F. Preparation and Collaboration Time

Preparation Time

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

Collaboration Time

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

1. Each Teacher in the high and middle schools shall have five (5) preparation periods per week. A preparation period is equal in length to a teaching period.
2. Elementary Teachers shall have preparation time of five (5) blocks of forty-five (45) minutes in duration per week beginning on September 1, 2021. The administration will make every effort to implement five (5) preparation blocks in the 2020-2021 school year. If the administration does not schedule five (5) preparation blocks for the 2020-2021 school year, then all elementary Teachers shall have four (4) preparation blocks.

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

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

3. It is understood that due to their unique schedule Pre-Kindergarten Teachers will have most of their preparation time on Friday. Aggregate preparation time must be equal to the time that is scheduled for elementary Teachers.

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

G. Itinerant Teachers

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

H. All bargaining unit members who agree to work on committees or in non-stipended positions outside of normal work hours shall be compensated the following hourly rate:

Effective September 1, 2020: \$37.75 per hour
 Effective September 1, 2021: \$38.50 per hour
 Effective September 1, 2022: \$39.25 per hour

- I. The administration will make every effort to distribute all work, duties, and assignments as equitably as possible.

- J. The Committee agrees that every effort will be made to limit the class size and caseload to a reasonable number, also taking into account student needs. Building Principals will explain the rationale for how student rosters are created and will run a report at the beginning of each school year at the elementary level and at the beginning of each trimester at the middle school and high school levels if requested. These reports will be shared with building representatives and/or union leadership to provide relevant data related to class size/case load so that it may be discussed at mutual concerns meetings. Class size and caseload will be discussed at mutual concern meetings when requested.
- K. Compensatory time will be arranged for Teachers who have expended time beyond the Teacher's normal working day for IEP/504 meetings or who have lost minutes from their preparation time due to emergency supervisory assignments by the Principal. Compensatory time will be arranged with the school Principal.

ARTICLE X
Curriculum Resources

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

ARTICLE XI
Association Rights

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

ARTICLE XII
Teacher Rights

- A. All monitoring or observation of the work performance of a Teacher will be conducted openly and with full knowledge of the Teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.
- B. The Teacher will acknowledge that s/he has had the opportunity to review his/her evaluation report by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Teacher will also have the right to submit a written answer to such material, and his/her answer shall be reviewed by

the Superintendent and attached to the file copy.

- C. The Association recognizes the authority and responsibility of the administrators to discipline or reprimand Teachers for delinquency of professional performance.
- D. No Teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- E. Whenever adverse written material is placed in a Teacher's file, a copy will be sent directly to the Teacher at the time of its inclusion. Within ten (10) school days thereafter, the Teacher may submit a written answer to such material, which shall be placed in the Teacher's file.
- F. There will be no reprisals of any kind taken against any Teacher by reason of his/her membership in the Association or participation in its lawful activities.
- G. Teachers will be entitled to full rights under Federal and State Law.
- H. No Teacher will be prevented from wearing pins or other identification of membership in the Association or any other Teacher organization, provided same is not such as to attract inordinate attention.

ARTICLE XIII Teacher Facilities

- A. Each school will have the following facilities, if possible:
 - 1. Space in each classroom where Teachers may safely store instructional materials and supplies;
 - 2. A Teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 3. An appropriately furnished room to be reserved for the exclusive use of the staff as a staff lounge;
 - 4. A serviceable desk and chair for the Teacher in each classroom;
 - 5. Where possible, a communication system so that Teachers can communicate with the main building office from their classrooms;
 - 6. A well-lighted and clean unisex Teacher rest room;
 - 7. A separate, private dining area for the use of the staff;
 - 8. An adequate portion of the parking spaces at each school reserved for Teacher parking; and
 - 9. Telephones in each building for use by the Teachers.

B. Nurses' Facilities

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

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

C. Building Maintenance

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

ARTICLE XIV

Sick Leave

- A. Teachers will be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Sick leave shall accumulate to two hundred fifty (250) days. Any Teacher absent from duty shall follow established school procedures to report the absence to the building principal. Accrued sick time is accessible via the online Employee Self Service (ESS) portal: <https://northandoverma.munisselfservice.com/default.aspx>.
- B. Physician's Certificate

In cases of illness/injury, the Teacher will provide the administration with certification of illness from the attending physician on the fifth (5) consecutive day of absence. In the event the illness extends beyond ten (10) consecutive school days, the Teacher will provide the administration with certification of illness as required by the form supplied by the District located on the NAPS website.

C. In addition to personal illness or injury, sick leave may be utilized for the following purposes:

1. One (1) day when emergency illness or injury in the family requires a Teacher to make arrangements for necessary medical and nursing care.
2. A maximum of up to five (5) sick leave days of the Teacher's accrued sick leave per school year may be used for a Teacher to care for a sick child and/or elderly parent. This provision is for children (infancy to eighteen years of age) whose illness requires the Teacher's presence during the school day. This provision is not intended to be used for dental and/or medical appointments that are not required by the child's illness.
3. In the event of a critical illness in the immediate family, a maximum of five (5) days per school year may be granted on approval by the Superintendent or his/her 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 partner, children, parent(s), sibling(s), grandparent(s), parent(s)-in-law.
4. Whenever a Teacher is absent as a result of an injury arising out of and in the course of employment, the Teacher will be paid the difference between his/her full salary and payments received under Massachusetts General Laws, Chapter 152 (Worker's Compensation).

D. Sick Leave Bank

1. A Sick Leave Bank is established for use by qualified members whose sick leave accumulation is exhausted from a prolonged illness or injury, documented by a physician, and who require additional leave to be able to return to work from an extended illness or injury.
2. At the start of each school year, every unit member shall submit one (1) sick day from his/her personal accumulation into the Sick Leave Bank. If at the beginning of a school year the number of Sick Leave Bank days equals or exceeds two thousand (2,000) days, no additional days will be contributed by the membership for that year. If the amount of days in the Sick Leave Bank is reduced to three hundred and sixty (360) days, then the Sick Leave Bank shall assess each member of said Bank one (1) additional day, which will be deducted from the member's annual fifteen (15) days of sick leave.
3. A Sick Leave Bank will be available only after the eligible employee has exhausted his/her own personal sick leave, both annual and accumulated.
4. Unused days in the Sick Leave Bank shall accumulate from year to year and from contract to contract.

5. The Sick Leave Bank will be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) of these members will be executive board members of the Association, one (1) will be elected at the Teachers' annual meeting, and one (1) member will be designated by the Superintendent but will not be a building administrator. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted. Disbursement of sick leave days shall require three (3) affirmative votes from the Sick Leave Bank Committee. The decision of the Sick Leave Bank Committee shall be final and binding and not subject to appeal.
6. Application for benefits shall be made to the Sick Leave Bank Committee. The application may be submitted in original format no earlier than ten (10) school days prior to a person exhausting all of his own personal sick leave days. The Sick Leave Bank Committee shall respond to all applications no later than ten (10) school days from receipt of completed application and all required documentation. Electronic/faxed documents will not be accepted. The Sick Leave Bank application form can be found in **Appendix D** of this agreement and on the Human Resources web page.
7. Any grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed thirty (30) days. Upon completion of any grant of sick leave days by the Sick Leave Bank Committee, additional days may be granted upon demonstration of continued eligibility by the applicant. No Teacher shall be granted more than one hundred eighty four (184) sick leave days for the same illness by the Sick Leave Bank Committee.
8. The Superintendent will provide an annual accounting of Sick Leave Bank days to the Association no later than October 1 of each year.

ARTICLE XV
Extended Leaves of Absence

All requests for leave made under this Article, whether original requests, extensions, or renewals, shall contain the length of leave for which the request is made.

A Teacher shall notify the Superintendent not later than March 1 of his/her intent to return to his/her position for the following school year.

A. Extended Leaves for Health Reasons

1. After five (5) years continuous employment as a Teacher in the North Andover Public Schools, a Teacher may be granted a leave of absence, without pay and increment, for up to one (1) year for health reasons. Requests for such leave will be supported by appropriate medical evidence.
2. Any Teacher whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness

B. Maternity/Parental Leaves

1. General Policies and Rules

- a. A Teacher who has been employed by the school for three months is eligible for maternity/parental leave for the birth or adoption of a child. Maternity/Parental leave may be granted for an eight week period. Any Teacher who intends to apply for maternity/parental leave shall notify in writing the building Superintendent and Principal as soon as practical. Any Teacher shall be entitled to utilize up to eight (8) weeks of accrued personal sick leave following the date of birth.
- b. At least four weeks prior to the probable date of leave, any Teacher may apply in writing to the Building Principal or Superintendent for a maternity/parental leave of absence. Such requests shall include the reason for the leave of absence at the time they notify the Superintendent of the condition. Such leave of absence to take the effect at a date agreed upon by the Teacher and their physician, if relevant. The agreed date may be changed if and when deemed necessary by the Teacher's physician or due to the adoption process and/or with supporting medical documentation
- c. Before returning to her duties, a Teacher who has been on a maternity leave of absence must be certified by her physician as ready and able to return to her full teaching assignment.
- d. A Teacher shall notify the Superintendent as soon as reasonably practical if a scheduled maternity leave is no longer necessary.
- e. If a Teacher decides to extend her leave beyond the period of disability and recovery she may apply for unpaid Child-Rearing Leave. (Section D of this Article).

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

C. Non-Birth Parental Leave

Any member of the bargaining unit may apply for Non-birth Parental leave. The following provisions shall apply to said leave:

1. Said member shall be entitled to utilize up to eight (8) weeks of accrued personal sick leave following the date of birth or date of adoption of the child. Date of adoption shall be considered the date the Teacher obtains physical custody of the child.
2. The provisions of Article XIV, Section D, entitled "Sick Leave Bank," shall not be applicable to a leave granted for parental leave.
3. Said member shall give notice of the date of commencement of such leave as early as possible to the Superintendent.
4. A Teacher shall notify the Superintendent as soon as reasonably practical if a scheduled parental leave is no longer necessary.

D. Child-Rearing Leave

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

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

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

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

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

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

J. All benefits to which a Teacher was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, may be restored to him/her upon his/her return, and he/she will be assigned to the position he/she held at the time said leave commenced if available.

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

- K. All requests for extensions or renewals of leaves will be applied for in writing, and all responses will be submitted in writing.
- L. A Teacher shall be entitled to up to twelve (12) weeks of unpaid leave pursuant to and subject to the terms and conditions of the Family Medical Leave Act of 1993 (FMLA).

ARTICLE XVI
Sabbatical Leaves

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

ARTICLE XVII
Other Absences

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

Any Teacher absent from duty shall follow the established school procedures to report promptly the absence to the Principal. Teachers requesting the following leaves shall submit their request in writing on the Absence Request Form supplied by the District located in **Appendix E** and/or on the NAPS Human Resources webpage.

- A. Personal Days
 - 1. Personal days may be utilized for personal business that cannot be scheduled outside normal school hours. On the first official day of the school year, each Teacher will be

granted two (2) personal days for personal reasons not covered by other provisions of this Agreement. Advance approval by the Superintendent will be required for all such absences. Notification must be sent to the Superintendent at least one (1) day prior to a personal day. The Teacher does not need to indicate the purpose of the personal day unless the day falls into the category listed in Section A2 of this article.

2. Personal days are not intended to extend a vacation or for recreational activities. Any Teacher who must use a personal day on the day before or the day after a holiday or school vacation must submit a written reason along with the form supplied by the District located on the NAPS website to the Superintendent. The request may be submitted as soon as possible and not less than fourteen (14) days prior to the absence. If an individual feels that the reason is so personal that he/she does not wish to put it in writing, he/she may contact the Superintendent or Director of Human Resources directly to discuss the request. If necessary, the Superintendent or his/her designee may request to meet with the Teacher and thereafter render a decision within forty-eight (48) hours following the meeting with the Teacher.
3. Up to one (1) personal day may be rolled over into the following school year as a personal day. This would allow a Teacher to begin the following school year with a maximum of three (3) personal days. If a Teacher ends a year with more than one personal day, the remaining personal days or portions thereof will be rolled into accrued sick time for the following year.

B. Funeral Leave

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

C. Legal Transactions

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

D. Religious Day

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

E. Temporary Active Duty

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

F. Jury Duty

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

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

H. Absences Without Pay

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

ARTICLE XVIII
Job Sharing

- A. Teachers will notify his/her Principal in writing of his/her interest in shared teaching and that request will be copied to the Superintendent.
- B. Job sharing will be voluntary and subject to the approval of the Superintendent.
- C. The application will be forwarded to the Principal and Superintendent by March 1 of the year preceding the job share year.
- D. A response by the Superintendent shall be made by April 15 of that year.
- E. All job sharing positions will be for one (1) year with renewal available upon request by the Teachers to the Principal, and with the approval of the Superintendent.
- F. When a job sharing position is terminated, the Teachers will be assigned to the same position which he/she left prior to job sharing, if possible. If that position is not available, he/she will be assigned to a substantially equivalent position.
- G. The teaching salary will be prorated, based upon a split equal to one hundred percent (100%); seniority will accrue on a full-time basis; sick and personal leave will be prorated at fifty percent (50%).

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

ARTICLE XIX
Use of School Facilities

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

ARTICLE XX
Professional Development, Educational Improvement
and Tuition Reimbursement

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

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

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

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

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

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

1. All requests for course approval and credit for advancement on the salary schedule must be submitted on the respective district course approval form currently located in Frontline Education (formerly known as MyLearningPlan).
2. Professional development and improvement are recognized through the salary schedule for graduate credits and for undergraduate college courses (after the Master's Degree) that are granted upon the approval of the Superintendent or his/her designee.
3. Course approval and advancement is based on the criteria that the course is aligned with system-wide goals and that it is appropriate for the teaching assignment. If the Superintendent or his/her designee rejects a course because it does not fit the criteria, the Teacher will receive notification that his or her course was not approved.
4. Graduate credit from degree-granting institutions as well as North Andover in-service credit approved by the Superintendent or his/her designee will be recognized for advancement on the salary schedule.

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

5. Graduate course credits towards the salary schedules of Masters +15, Masters +30, Masters +45/CAGS, Masters +60 and Masters+75/Doctorate will be given only for

courses taken **subsequent** to receipt of Master's Degree and approved in accordance to provisions of this section (Article XX, D).

6. Undergraduate credits may be acceptable for some Teachers already holding a Masters Degree if the course directly and specifically applies to the teaching assignment. Individual Teachers will have to apply to the Superintendent or his/her designee and make a strong case for acceptance of undergraduate credit.
7. Each fiscal year (July 1 - June 30), a Teacher will have the opportunity to change one (1) lane on the salary schedule, providing they have achieved the requisite number of credits. The only exception shall be if a member with less than thirty (30) credits completes a CAGS. In that case they will be moved to the MA+45/CAGS lane.
8. Lane changes on the salary schedule will take place four times per year. Lane changes will occur for those who have fulfilled the requirements on the following dates: August 15th, November 15th, February 15th, and April 15th. The salary increase will be reflected in the first paycheck of the following month.

E. Tuition Reimbursement Disbursement

Teachers may request reimbursement of five hundred dollars (\$500.00), or the cost of the course if less, for courses approved by the Superintendent or the Superintendent's designee. The Committee must reimburse up to the amount in this Section E1, but it is not required to reimburse courses once this fund is exceeded.

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

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

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

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

ARTICLE XXI Protection

- A. A Teacher will immediately report, in writing, all cases of assault suffered by him/her in connection with their employment to the Principal.
 - 1. This report will be forwarded to the Superintendent's office which, to the extent allowed by statute or regulations, will comply with any reasonable request from the Teacher for information in its possession relating to the incident or the persons involved and may act in an appropriate way as liaison between the Teacher, the police, and the courts.
 - 2. The Superintendent will post a notice in each school building that will encourage all staff to report matters of health and safety to their supervisors and describe the process that the administration will follow to address any reported health/safety issues in that building.
- B. If criminal or civil proceedings are brought against a Teacher alleging that he/she committed an assault in connection with his/her employment, the Administration may furnish legal counsel to defend him/her in such proceedings if he/she requests such assistance and shall comply with all laws applicable thereto.
- C. The Town of North Andover will provide coverage as per the Sovereign Immunity Law in accordance with Chapter 512 of the Acts of 1978.

ARTICLE XXII Personal Injury, Insurance and Annuity Benefits

- A. Whenever a Teacher is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, he/she will be paid the difference between his/her full salary and the amount of any workmen's compensation award made for disability due to said injury. Such payments for the period of such absence shall be charged to

accumulated sick leave on a pro rated basis (and said sick leave shall be distributed in the same pro rated basis) until all accumulated sick leave and sick bank benefits are exhausted.

- B. Health and Accident Insurance: Matters involving employer provider health insurance are governed by the provisions of the Memorandum of Agreement between the Town of North Andover and the North Andover Public Employee Committee dated July 1, 2019 to June 30, 2022.
- C. Life Insurance: Teachers will be afforded such life insurance as is annually provided by Town Meeting and the Board of Selectmen.
- D. Tax Sheltered Annuities: Federal tax-free payroll deduction is made at the Teacher'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 to enter into agreement with individual Teachers 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.
- E. The Committee agrees to implement a Section 125 pre-tax plan that shall provide for insurance premium payments, a dependent care account plan, and uninsured medical and dental expenses. The Association agrees to work with the Committee and the Town of North Andover in order to monitor and assess the administration of the plan.

ARTICLE XXIII

Dues Deductions and Agency Service Fee

- A. Dues for the National Education Association, Massachusetts Teachers Association, and North Andover Teachers Association, where authorized individually and voluntarily by the Teacher, shall be deducted in twenty-four (24) installments and forwarded to the Treasurer of the North Andover Teachers Association once per month.
- B. Teacher authorization statements shall be submitted in writing (in duplicate on the forms provided in **Appendix C** to the Association Treasurer, who will transmit them in duplicate to the Committee (Superintendent's Office) not later than Friday of the week school convenes. The Committee will not be required to honor any deduction authorizations that are delivered to it later than Friday of the week school convenes except in the case of new Teachers hired after September 1.
- C. The District shall be notified in writing at least thirty (30) days prior to the effective date of any change in membership rates.
- D. It shall be a condition of employment that any new employee in the bargaining unit who is not a member of the Association shall, on or after the thirtieth (30) day following the beginning of his employment or on the effective date of this Agreement, whichever is later, pay an agency service fee to the Association which shall be equal to the amount required to become a member in good

standing of the Association and its affiliates to or from which membership dues or per capita fees are paid or received, subject to General Laws, Chapter 150E, Section 12, and the rebate procedure therein.

1. The agency service fee shall be deducted from the wages of any employee who signs an authorization to that effect and such fees shall be transmitted to the Treasurer of the Association as provided in Section 170 of Chapter 180 of the General Laws.
2. An employee paying the agency service fee shall be entitled, if he/she so demands in writing to the Association, a rebate of the pro rata share of the fee allowable under MGL Ch. 150E, Section 12 and the regulations of the Labor Relations Commission governing agency fee.
3. If any employee files a complaint regarding the agency service fee at the Department of Labor Relations, he/she must place the agency service fee monies in an escrow account awaiting results of the complaint.
4. If any employee has not paid the fee or has not filed a complaint regarding the fee within forty-five (45) days after receipt of a written demand for payment of the fee, the School Committee, upon notice by the Association, shall take appropriate action to ensure that the employee complies with this provision.
5. The Association shall indemnify the Committee and Superintendent against any damages and legal fees incurred in complying with the section and shall comply with any rebate procedure or any process as may be required by state, federal or constitutional law.

ARTICLE XXIV

Educator Professional Growth and Evaluation

- A. The parties agree that the ***Educator Professional Growth and Evaluation Program (2012)*** developed by the Supervision and Evaluation Committee and any changes thereto ratified by the parties shall be incorporated into this agreement. This document can be found on the Human Resources webpage.
- B. Any changes to the current evaluation document must be bargained by the parties in accordance with Article II, F.
- C. Supervision and Evaluation Committee
 1. There shall be a Supervision and Evaluation Committee composed of five (5) members chosen by the Association and five (5) members chosen by the Superintendent.
 2. The Supervision and Evaluation Committee will meet at least once each year to review the need for any changes to the document.
- D. Supervision and Evaluation Process, Rubric Indicator and Element Focus

1. The Superintendent and Association representation will meet with the district leadership team in the spring to choose the focus indicators and elements that will be aligned with the district strategic plan.
2. These indicators and elements will form the basis of the focus for each Teacher's goal setting and summative evaluation for the following school year.
3. In addition to those indicators and elements, an evaluator, based upon observation that raises concerns, and upon written notification of the concern to the Teacher, may choose additional indicators and elements to be applied to a Teacher's evaluation process.
4. Teachers will be expected to provide four (4) pieces of evidence to support their goals and/or standards. If an evaluator has concerns about a particular individual(s), they may request more evidence about one or more standards. Additionally, a Teacher is able to provide more than four (4) pieces of evidence if they so choose. Professional development will be provided for Teachers regarding creating a list of types of evidence that could be submitted. Professional development will be provided on how to share the evidence with some Teacher choice. There will be a district and/or school goal as well as a Teacher goal.

ARTICLE XXV
Unit Member Benefits

- A. If a Teacher has a child or children who regularly use Breakfast Club and/or Kids Stop for two (2) days or more a week, a 5% discount will be given. The Teacher must apply and have their children accepted through the Community Programs' application process. Community Programs processes applications on a first-come, first-served basis and preferential treatment will not be given to children of Teachers.
- B. Teachers will have the option to only use Kids Stop for childcare on early release days. A full-year commitment must be made to use this service and pay in accordance with Kids Stop policies. There is no discount offered for this option.
- C. A Teacher in the North Andover Public Schools who is not a resident of the Town will have the option, at no cost, of having his/her child(ren) attend the regular education program of the North Andover Public Schools. This is subject to the availability of space as decided by the Superintendent on an annual basis. Such approval shall not be unreasonably withheld. It is further understood that if a child(ren) of a Teacher is approved to attend the North Andover Public Schools, such attendance shall not be grounds for a Teacher grievance concerning workload and/or class size, nor shall such attendance be calculated as part of Teacher load and/or class size in cases of such grievances.

ARTICLE XXVI
Technology

- A. The Director of Technology will share information about all anticipated technology changes (hardware and software) with the Union President(s) at least three (3) months before

implementation. The union leadership will provide feedback to the Director of Technology concerning scheduling and any other potential issues related to the implementation of new technology.

- B. By May 15 of every year, the Union President(s) and technology department will send an optional survey to all staff about technology use. The Union President(s) will be allowed to see this survey before it's sent out, and the results will be shared with them by the end of the school year.
- C. Training shall be coordinated by the Director of Technology, taking into consideration the recommendation of the Union President(s). Training may take place during Professional Development days, after school or online, as deemed appropriate and timely by the Director of Technology, Union President(s) and the Superintendent and/or his/her designee.
- D. All unit members will have access to adequate technology resources. Building administration will inform Teachers of what technology (hardware and software) is available to support efficient instruction.
- E. When a unit member leaves the district, that member will be allowed to retrieve his/her electronic materials stored on school equipment, district servers or district cloud service. A unit member will be required to return all school-issued devices by his/her final work day.

ARTICLE XXVII

Death and Retirement Benefits

- A. In the case of the death of a Teacher during a school year, the balance of his/her earned contractual salary will be paid to his/her surviving dependents.
- B. Retirement

A Teacher, having attained the age of sixty (60) years or more, and with a minimum of twenty (20) years teaching in the North Andover Public Schools, after submitting notice of intent to retire within three years or less, will receive an additional \$1,000.00 per year until retirement. It is understood that:

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

- C. Early Retirement

A Teacher on maximum step who has attained the age of fifty-five (55), but has not reached sixty (60) years of age, and who has a minimum of fifteen (15) years teaching in the North Andover Public Schools shall be eligible for a salary adjustment of \$4,000.00. The Teacher must give written notice to the Superintendent of Schools of his/her retirement one (1) school year in

advance (prior to September 1 of his/her final school year) and shall be paid the additional money prorated over the final year of service. In the event the early retirement notice is withdrawn, all monies paid under this clause shall be returned.

ARTICLE XXVIII
Reduction in Professional Staff

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

- A. Positions will be the determining factor for what will be eliminated, and not the Teachers who occupy those positions.
- B. Teachers without Professional Teacher Status (non-PTS)) holding eliminated positions will be laid off first. Teachers with Professional Teacher Status (PTS) holding eliminated positions will be laid off following the criteria listed below in Sections C, E, F, and G.
- C. Positions will be eliminated from the groupings based on certification.
- D. If there is more than one (1) Teacher without Professional Teacher Status in the position being considered for reduction, the following criteria will be used in making the decision of whom to lay off. The criteria are, in order of importance:
 - 1. Performance in Job: A recommendation will be made by the Superintendent subsequent to recommendations by the Principal based on the evaluations of the Teacher.
 - 2. Versatility of the Teacher: Preference will be given to a Teacher who has the ability and certification to teach in more than one area, if needed, and whose degree status and professional development indicate professional growth.
 - 3. Longevity of the Teacher in the North Andover Public Schools: The criteria for determining longevity will be the first working day in the school system and then the date of employment. If the date of employment is the same for two (2) or more Teachers, the date and order of hiring will be used as the determining criteria.
- E. If a reduction in the teaching staff results in a Teacher with Professional Teacher Status being laid off, then junior Teachers will be laid off within their discipline first if the criteria delineated in Section E2 below are approximately equal.

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

In the event of a reduction in force of professional Teacher status personnel the following procedure shall apply:

- 1. No Teacher with PTS will be dismissed due to a reduction in force if there is a non-PTS

Teacher holding a position which the Teacher with Professional Teacher Status is licensed to fill.

2. In the event a Teacher with PTS is to be reduced or involuntarily transferred due to a reduction in force, the following factors shall be considered by the Superintendent in determining who among Teachers with professional Teacher status is to be reduced: license, the nature and diversity of the license, educational background, professional development, job performance, the needs of the school system, and length of service in the system. For Teachers with PTS: When other foregoing factors are approximately equal, length of service shall be the determining factor.
- F. Teachers with PTS shall retain the right to displace less-senior Teachers in other groupings/disciplines, provided they are licensed to teach in such groupings/disciplines and have taught at least one (1) full year in that grouping/discipline in the last five (5) years.
 - G. Teachers with Professional Teacher Status who are to be laid off shall be treated as if on a leave of absence for two (2) full school years from the school year following the reduction in force notice.
 - H. Teachers on said leave shall be eligible to participate in group plans provided they pay one hundred percent (100%) of the group premiums, so long as State Law allows.
 - I. Recall: In the case of a recall within two (2) years of layoff, Teachers with Professional Teacher Status shall be rehired in the inverse order of their layoff to positions for which they are certified and have taught for one (1) full year within the last five (5) years. The Superintendent will notify the Association of all openings. It is the responsibility of the Teacher on the recall list to notify the Superintendent of his/her intention to resume employment. Teachers on the recall list shall provide the Superintendent with a current email address, phone number, and mailing address. The refusal on the part of a Teacher to accept recall to a permanent position shall constitute a forfeiture of all recall rights unless a Teacher is under contract in another school district, in which case, the Teacher shall accept recall for the first day of the next school year or forfeit all recall rights.
 - J. In the event that paragraph 7 of M.G.L. Chapter 71 Section 42 as modified by the Legislature in 2012 is revoked or otherwise modified, then the original Article XXVII language from the 2014-2017 AGREEMENT between the NORTH ANDOVER SCHOOL COMMITTEE and the NORTH ANDOVER TEACHERS ASSOCIATION shall be in effect.

ARTICLE XXIX
General

- A. There shall be no negotiation meetings between the Committee and/or administrators and the Association during a school day, unless otherwise agreed upon in writing.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting.

- C. This agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The district will amend its administrative regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- D. There shall be no strike, work stoppage, slow downs, or withholding of services during the duration of this Agreement, as provided by law.
- E. Copies of the Agreement will be printed at the joint expense of the Committee and the Association.
- F. Mutual Concerns Committee

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

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

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

The following procedures shall govern the Mutual Concerns Committee:

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

Superintendent.

G. Employee Assistance Program

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

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

H. Drug Free Workplace Policy Statement

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

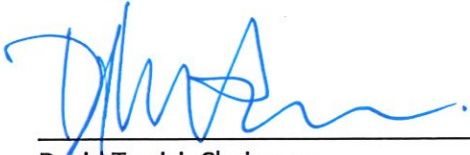
I. An Act Relative to Background Checks

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

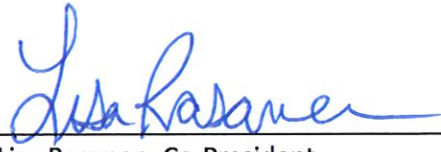
J. The District agrees not to expand the use of Merrimack Fellows beyond the 2016-2017 level.

ARTICLE XXX
Duration

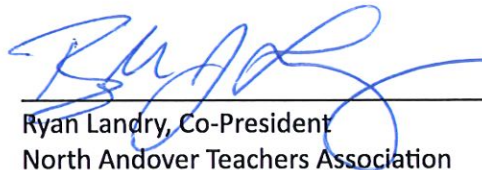
This Agreement shall remain in effect from September 1, 2020 to and including August 31, 2023.



David Torrisi, Chairman
North Andover School Committee



Lisa Rasanen, Co-President
North Andover Teachers Association



Ryan Landry, Co-President
North Andover Teachers Association

Appendix A
Salary Schedule 2020-2023

| 2020-2021 Salary Schedule | | | | | | | |
|---------------------------|----------|----------|----------|----------|----------|----------|-----------|
| | | | | | MA+45 | | MA+75 |
| | BA | MA | MA+15 | MA+30 | CAGS | MA+60 | Doctorate |
| 1 | \$48,234 | \$53,850 | \$55,076 | \$56,305 | \$57,823 | \$59,352 | \$60,897 |
| 2 | \$48,234 | \$53,850 | \$55,076 | \$56,305 | \$57,823 | \$59,352 | \$60,897 |
| 3 | \$48,234 | \$53,850 | \$55,076 | \$56,305 | \$57,823 | \$59,352 | \$60,897 |
| 4 | \$51,762 | \$57,485 | \$58,746 | \$60,007 | \$61,573 | \$63,160 | \$64,800 |
| 5 | \$54,617 | \$60,446 | \$61,724 | \$63,006 | \$64,607 | \$66,219 | \$67,940 |
| 6 | \$58,151 | \$64,072 | \$65,370 | \$66,667 | \$68,308 | \$69,961 | \$71,781 |
| 7 | \$60,697 | \$66,696 | \$68,011 | \$69,331 | \$71,002 | \$72,690 | \$74,580 |
| 8 | \$63,902 | \$70,102 | \$71,469 | \$72,915 | \$74,734 | \$76,565 | \$78,556 |
| 9 | \$68,297 | \$74,812 | \$76,323 | \$78,611 | \$80,924 | \$83,406 | \$85,573 |
| 10 | \$70,676 | \$77,417 | \$78,981 | \$81,349 | \$83,742 | \$86,311 | \$88,554 |
| 11 | \$74,777 | \$81,908 | \$83,564 | \$86,068 | \$88,600 | \$91,318 | \$93,693 |
| 12 | \$77,937 | \$85,369 | \$87,094 | \$89,705 | \$92,343 | \$95,176 | \$97,652 |

| 2021-2022 Salary Schedule | | | | | | | |
|---------------------------|----------|----------|----------|----------|----------|----------|-----------|
| | | | | | MA+45 | | MA+75 |
| | BA | MA | MA+15 | MA+30 | CAGS | MA+60 | Doctorate |
| 1 | \$48,958 | \$54,658 | \$55,902 | \$57,150 | \$58,691 | \$60,242 | \$61,810 |
| 2 | \$48,958 | \$54,658 | \$55,902 | \$57,150 | \$58,691 | \$60,242 | \$61,810 |
| 3 | \$48,958 | \$54,658 | \$55,902 | \$57,150 | \$58,691 | \$60,242 | \$61,810 |
| 4 | \$52,538 | \$58,347 | \$59,627 | \$60,908 | \$62,496 | \$64,107 | \$65,772 |
| 5 | \$55,436 | \$61,353 | \$62,650 | \$63,952 | \$65,576 | \$67,212 | \$68,959 |
| 6 | \$59,023 | \$65,033 | \$66,351 | \$67,667 | \$69,333 | \$71,011 | \$72,857 |
| 7 | \$61,607 | \$67,696 | \$69,031 | \$70,371 | \$72,067 | \$73,780 | \$75,699 |
| 8 | \$64,861 | \$71,153 | \$72,541 | \$74,009 | \$75,855 | \$77,713 | \$79,734 |
| 9 | \$68,639 | \$75,186 | \$76,705 | \$79,004 | \$81,328 | \$83,823 | \$86,001 |
| 10 | \$71,736 | \$78,578 | \$80,166 | \$82,569 | \$84,998 | \$87,606 | \$89,882 |
| 11 | \$75,899 | \$83,137 | \$84,817 | \$87,359 | \$89,929 | \$92,688 | \$95,098 |
| 12 | \$79,106 | \$86,650 | \$88,401 | \$91,050 | \$93,728 | \$96,604 | \$99,117 |

| 2022-2023 Salary Schedule | | | | | | | |
|---------------------------|----------|----------|----------|----------|----------|----------|-----------|
| | | | | | MA+45 | | MA+75 |
| | BA | MA | MA+15 | MA+30 | CAGS | MA+60 | Doctorate |
| 1 | \$49,447 | \$55,204 | \$56,461 | \$57,721 | \$59,278 | \$60,845 | \$62,429 |
| 2 | \$49,447 | \$55,204 | \$56,461 | \$57,721 | \$59,278 | \$60,845 | \$62,429 |
| 3 | \$49,447 | \$55,204 | \$56,461 | \$57,721 | \$59,278 | \$60,845 | \$62,429 |
| 4 | \$53,064 | \$58,931 | \$60,223 | \$61,517 | \$63,121 | \$64,748 | \$66,430 |
| 5 | \$55,990 | \$61,966 | \$63,277 | \$64,591 | \$66,232 | \$67,885 | \$69,649 |
| 6 | \$59,613 | \$65,683 | \$67,015 | \$68,344 | \$70,026 | \$71,721 | \$73,586 |
| 7 | \$62,223 | \$68,373 | \$69,721 | \$71,074 | \$72,788 | \$74,518 | \$76,456 |
| 8 | \$65,510 | \$71,865 | \$73,267 | \$74,749 | \$76,614 | \$78,491 | \$80,532 |
| 9 | \$69,325 | \$75,937 | \$77,472 | \$79,794 | \$82,142 | \$84,661 | \$86,861 |
| 10 | \$72,454 | \$79,364 | \$80,967 | \$83,395 | \$85,848 | \$88,482 | \$90,781 |
| 11 | \$76,279 | \$83,553 | \$85,241 | \$87,796 | \$90,378 | \$93,152 | \$95,574 |
| 12 | \$79,699 | \$87,300 | \$89,064 | \$91,733 | \$94,431 | \$97,329 | \$99,860 |
| 13 | \$81,440 | \$89,206 | \$91,008 | \$93,736 | \$96,493 | \$99,454 | \$102,040 |

Appendix B

Standards for Evaluation of Coaches*

Coach as an Organizer

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

Coach as a Leader

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

Sports Knowledge and Skills

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

Student-Athlete Relationships

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

Staff & Administration Relationships

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

injury status etc.

- Accepts guidance and constructive suggestions
- Brings concerns/issues through proper chain of command

Parent and Community Relationships

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

Professional Qualities

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

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

Appendix B (Continued)
North Andover Public Schools
Coach Evaluation

Coach as an Organizer

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

Comments:

Coach as a Leader

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

Comments:

Sports Knowledge and Skills

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

Comments:

Student-Athlete Relationships

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

Comments:

Staff and Administrative Relationships

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

Comments:

Parent and Community Relations

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

Comments:

Professional Qualities

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

Comments:

Coach's Comments:

Rating Scale

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

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

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

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

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

Employee/Coach's Signature _____ Date _____

Director of Athletics' Signature _____ Date _____

Head Coach's Signature (if applicable) _____ Date _____

Appendix C
Dues Authorization Form
North Andover Teachers Association

Name _____

School _____

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

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

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

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

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

Signature

Date

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

Updated 6/2020

Appendix E
Absence Request Form
 North Andover Teachers Association

| | |
|-----------------|-------------------|
| First Name | Last Name |
| School/Location | Date(s) Requested |

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

| | | | | | | | | | | | | | | | | | |
|---|------------------------------------|------------------------|--|------------------------------------|--|--------------------|--|-----------|---|--|---------------|--|-----------------------|--|--------------------------|--|-----------------------|
| <table border="1" style="border-collapse: collapse; width: 100%;"> <tr><td style="height: 25px; width: 30px;"></td><td>Personal Day(s)* _____</td></tr> <tr><td style="height: 25px;"></td><td>Funeral Leave: Relationship: _____</td></tr> <tr><td style="height: 25px;"></td><td>Legal Transactions</td></tr> <tr><td style="height: 25px;"></td><td>Jury Duty</td></tr> </table> | | Personal Day(s)* _____ | | Funeral Leave: Relationship: _____ | | Legal Transactions | | Jury Duty | <table border="1" style="border-collapse: collapse; width: 100%;"> <tr><td style="height: 25px; width: 30px;"></td><td>Religious Day</td></tr> <tr><td style="height: 25px;"></td><td>Temporary Active Duty</td></tr> <tr><td style="height: 25px;"></td><td>Other Absence with Pay**</td></tr> <tr><td style="height: 25px;"></td><td>Absence without Pay**</td></tr> </table> | | Religious Day | | Temporary Active Duty | | Other Absence with Pay** | | Absence without Pay** |
| | Personal Day(s)* _____ | | | | | | | | | | | | | | | | |
| | Funeral Leave: Relationship: _____ | | | | | | | | | | | | | | | | |
| | Legal Transactions | | | | | | | | | | | | | | | | |
| | Jury Duty | | | | | | | | | | | | | | | | |
| | Religious Day | | | | | | | | | | | | | | | | |
| | Temporary Active Duty | | | | | | | | | | | | | | | | |
| | Other Absence with Pay** | | | | | | | | | | | | | | | | |
| | Absence without Pay** | | | | | | | | | | | | | | | | |

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

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

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

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

| | |
|--------------------------------|------|
| Principal/Supervisor Signature | Date |
|--------------------------------|------|

HR USE:

_____ Approved

_____ Not Approved Comment: _____

| | |
|-------------------------|------|
| Superintendent/Designee | Date |
|-------------------------|------|

Updated 6/2020