

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER TEACHERS ASSOCIATION

This Agreement is made and entered into on September 1, 2014 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").

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 public schools of North Andover 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 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 and nurses of the North Andover School System, including long-term permanent substitutes, and up to but not including Curriculum Coordinators, the Director of Special Education, Director of Guidance, Director of Health, Director of Athletics, Director of Technology, 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 2016, 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 counterproposal. 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 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 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 had received a satisfactory grade (defined in Appendix A-1), 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 School System 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 30th or after June 1st; 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 day's pay).

- B. Whenever any vacancy occurs within the North Andover School District, 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 day's pay).
- D. If a teacher is required to re-locate 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, creed, color, age, religion, nationality, sex, marital status, qualified handicap/disability, or sexual preference.

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 21 or 26 bi-weekly pays, beginning with the second Friday after the commencement of school. Those individuals who have selected the 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 School Department. 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 93 teacher work days or more. Working as a long-term substitute does not qualify toward years of service unless completed prior to September, 1983. The Committee shall grant the following salary increases for continuous uninterrupted service (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):

On the first pay day of October of a teacher's 11th through 15th 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 16th through 20th 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 21st through 25th 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 26th qualified year of service, the teacher shall receive longevity pay in the amount of \$2,000. 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.

Longevity pay will be paid in total on the first pay day of October.

- D. Deposit of Checks: Teachers shall have the individual option of having salary checks directly deposited to wherever the Town processes its payrolls and with the agreement of the bank of the teacher's choice; such arrangements to be effective for the full school year. Effective September 1, 2015 all teachers will be paid through direct deposit.

- E. The Committee agrees to provide a 403b 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 two hundred dollars (\$200.00) (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 \$200 dollars 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 and the stipend/monetary compensation shall thereby become incorporated into the Collective Bargaining Agreement at the time the written agreement is reached. 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 and Lead Teacher positions are for a term of one (1) year and require annual reappointment by the Superintendent. By May 1st, the Committee will decide which stipends shall be funded for the following year. At the discretion of the Superintendent, a stipend position may be split between two (2) people.
2. Any stipend paid to a member of the NATA 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 School website at least thirty (30) days prior to date of appointment.
 - b. The posting will include the qualifications, duties and compensation for the position.
 - c. NATA members interested in applying for a position will submit an application through the NAPS website.
5. All Facilitators of Collaborative Inquiry and Lead Teachers shall receive a written evaluation annually.

6. Each of the following Facilitators of Collaborative Inquiry shall be paid a \$3000.00 stipend. 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 school:	Five (5) Facilitators for Grades K-2 (one at each school) Five (5) Facilitators for Grades 3-5 (one at each school)
Middle school:	Four (4) Facilitators
High school:	Five (5) Facilitators
District:	One (1) Facilitator for Grades K-12: Wellness/Physical Education One (1) Facilitator for Grades K-5: Fine Arts (Music and Art) One (1) Facilitator for Grades 6-12: Fine Arts (Music and Art)

7. Each elementary school 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

A Guidance Counselor, Adjustment Counselor, or School Psychologist hired **prior to** June 30, 2014 will 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, will 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.

B. Stipends for Athletics and Extra Curricular 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 NATA will contribute to the base salary for the purpose of retirement pension.
3. The decision whether to fund any stipend rests solely with the Committee.
4. Any new stipend position created by the Committee will be negotiated between the parties to determine duties of the position and compensation.
5. All stipend positions are for a term of one (1) year and require annual reappointment by the Principal. By June 15th, the Committee will decide which stipends shall be funded for the following year. A list of the funded stipends and personnel in those positions will be provided to the NATA by October 1st. At the discretion of the Principal, a stipend position may be split between two (2) or more people provided the total stipend amount remains the same.
6. All stipend positions will be filled using the following procedure:
 - a. The position will be posted via the North Andover Public School website at least thirty (30) days prior to date of appointment.
 - b. The posting will include the qualifications, duties and compensation for the position.
 - c. NATA members interested in applying for a position will submit an application through the NAPS website.
7. All Coaches (Varsity, Assistant, JV & Freshman) shall receive a written evaluation annually. The Assistant Principal for Athletics shall meet with the Head Coach to discuss the evaluation no later than thirty (30) days following the official end of the season. The Head Coach will evaluate the Assistant/JV/Freshman coaches no later than forty-five (45) days following the official end of the season. The parties agree the evaluation document outlined in Appendix E shall be used until such time as the parties agree to any change.
8. Activity advisors will submit a summary report to the Principal by June 1st.

Athletic Stipends: Stipends for athletics 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:

<u>Tier 1</u>	\$10,000	<u>Tier 5</u>	\$3200
Varsity Football		Assistant Varsity Cross Country (co-ed)	
		Assistant Varsity Ice Hockey	
<u>Tier 2</u>	\$6200	Assistant Varsity Track – Indoor	
Varsity Basketball (Boys/Girls)		(3 shared between both teams)	
Varsity Baseball		Assistant Varsity Track – Outdoor	
Varsity Field Hockey		(3 shared between both teams)	
Varsity Ice Hockey		Assistant Varsity Wrestling	
Varsity Lacrosse (Boys/Girls)		JV Basketball (Boys/Girls)	
Varsity Soccer (Boys/Girls)		JV Baseball	
Varsity Softball		JV Field Hockey	
Varsity Track – Indoor (Boys/Girls)		JV Football	
Varsity Track – Outdoor (Boys/Girls)		JV Ice Hockey	
Varsity Volleyball (Boys/Girls)		JV Lacrosse (Boys/Girls)	
Varsity Wrestling		JV Ski (co-ed)	
		JV Soccer (Boys/Girls)	
<u>Tier 3</u>	\$4500	JV Softball	
Varsity Cross Country (co-ed)		JV Swim (Boys/Girls)	
Varsity Golf		JV Volleyball (Boys/Girls)	
Varsity Gymnastics		JV Wrestling	
Varsity Ski (co-ed)		Freshman Baseball	
Varsity Swimming (Boys/Girls)		Freshman Basketball (Boys/Girls)	
Varsity Tennis (Boys/Girls)		Freshman Field Hockey	
		Freshman Football	
<u>Tier 4</u>	\$3500	Freshman Ice Hockey	
Cheerleading (Fall & Winter)		Freshman Lacrosse (Boys/Girls)	
Asst. Football (2)		Freshman Soccer (Boys/Girls)	
		Freshman Softball	
		Freshman Volleyball (Boys/Girls)	
		<u>Tier 6</u>	\$2500
		Assistant Freshman Football	
		<u>Tier 7</u>	\$8000
		Athletic Trainer (3, 1 per season)	
		<u>Tier 8</u>	\$2000
		Equipment Manager (3, 1 per season)	

Extra-Curricular Stipends for activities shall be paid as follows:

<u>High School</u>	<u>Stipend</u>
Best Buddies (2)	\$ 500 each
Class Advisors – Freshman (2)	\$2000 each
Class Advisors – Sophomore (2)	\$2500 each
Class Advisors – Junior (2)	\$3500 each
Class Advisors – Senior (2)	\$4500 each
DECA Advisors (2)	\$3000 each
Environmental Club	\$1000
Fitness Advisors (2)	\$5000 each
Gay Straight Alliance	\$ 500
H.E.A.L. Club	\$ 500
Literary Magazine	\$1500
Math Team	\$1500
Model United Nations	\$1500
National Honor Society	\$2500
Newspaper	\$2500
Rally Coordinator	\$1000
Robotics Team	\$2000
Science Team	\$1500
Students Against Destructive Decisions Advisor	\$1000
Student Council Advisor	\$3000
Yearbook Advisor	\$3500
Yearbook Assistant Advisor	\$3000
Drama Guild Advisor	\$2000
Fall Play Advisor	\$1000
DramaFest Director	\$2000
Musical Director	\$3500
Musical Assistant Director	\$1000
Musical Pit Orchestra Director	\$ 600
Musical Vocal Director	\$ 600
Musical Choreographer	\$ 500
Marching Band Director	\$7500
Marching Band Assistant Director	\$2200
Marching Band Drill Instructor	\$1500
Percussion Instructor	\$1500
Color Guard Instructor	\$1500
 <u>Middle School</u>	
After Hours Coordinator	\$1650
Leadership Advisor (2)	\$1600 each
Math Counts	\$1800
News/Literary Magazine Advisor	\$1500
Robotics	\$1000
Yearbook Advisor	\$1500
Jazz Band Director	\$1500

Musical Director	\$4500
Musical Assistant Director	\$ 600
Musical Choreographer	\$1000
Musical Set Builder	\$ 600
Musical Sound Director	\$ 600
Play Director	\$2000

Elementary

Student Council (1 at each school)	\$750 each
1 Additional Activity at each school as designated by the Principal in the area of Civics, Fine Arts, Academics or Technology	\$750 each

ARTICLE VIII
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 workday of teachers will begin at the teacher start time as outlined in the chart below. The workday 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; or for other meetings called by the administration.

WORK DAY

School Level	Teacher Start Time	School Start Time	School Dismissal Time
ECC	8:30 am	8:45 am	2:45 pm
Elementary	8:10 am	8:25 am	3:00 pm
NAMS	7:20 am	7:35 am	2:20 pm
NAHS	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. These assignments may include classroom instruction, after school make-up and extra help, recess and noon duty, bus and other student supervision, other necessary non-teaching duties during the school day, and 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 VIII.
 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 (as defined in Section I below) 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 workday 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 of teachers (other than new personnel who may be required to attend additional orientation sessions) will be no earlier than August 26th in 2014, August 27th in 2015, and August 25th in 2016. No teacher or student day will take place 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 Time

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 two hundred twenty-five (225) minutes aggregate per week in blocks of forty-five (45) minutes in duration.
3. Nurses who require time for administrative work and lesson preparation will schedule time with the Principal.
4. The administration will make every effort to provide preparation time to teachers on different days spread out during the week.
5. The administration will make every effort to provide teacher preparation time by grade and/or subject area at every level.

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 serve on committees for district-wide initiatives shall be compensated at an hourly rate of thirty-four dollars (\$34).

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

J. 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 IX
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 X
Class Size

The Committee agrees that every effort will be made to limit the class size to reasonable numbers.

ARTICLE XI
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 he has had the opportunity to review his 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 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 XII
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.

ARTICLE XIII
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. In cases of merit, the Committee may allow sick leave beyond the above limit. Sick leave shall accumulate to one hundred eighty (180) days. Any teacher absent from duty shall follow established school procedures to report the absence to the building principal.
- B. Physician's Certificate: In cases of illness/injury extending beyond ten (10) consecutive school days, the teacher will provide the administration with certification of illness from the attending physician. In the event the illness extends beyond thirty (30) school days, the teacher will provide the administration with certification of illness as required by the form contained in Appendix D.
- 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 five (5) days per school year for a critical illness in the immediate family, on approval by the Superintendent. 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, children, father and mother, brothers and sisters, grandfathers and grandmothers, father-in-law and mother-in-law.
3. 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.
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. Each member of the bargaining unit shall submit one (1) sick day from his/her personal accumulation upon initial entry into the Sick Leave Bank. 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. Such additional day 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 of these members will be executive board members of the Association, one (1) will be elected at the teachers' annual meeting, and one 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 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.
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 (180) sick leave days for the same illness by the Sick Leave Bank Committee.
8. The Superintendent will provide an annual accounting of Sick Leave Bank days to the Association no later than October 1st of each year.

ARTICLE XIV 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 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 School System, 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

1. General Policies and Rules

- a. Any teacher who intends to apply for maternity leave will notify the Superintendent and Principal.
 - b. Any teacher may apply to the Superintendent for a maternity leave of absence at the time she notifies the Superintendent of her condition, such leave of absence to take effect at a date agreed upon by the teacher and her physician. The agreed date may be changed when deemed necessary.
 - 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. It will be the duty of a teacher to notify the Superintendent at once of any interrupted pregnancy for which a maternity leave of absence has been granted
 - e. If a teacher decides to extend her leave beyond the period of disability and recovery therefrom she may apply for unpaid Child-Rearing Leave. (Section E of this Article)
2. The parties to this Agreement agree that all State statutes and decisions of all Federal and State courts concerning maternity leave will be applicable to this Agreement.

C. Paternity/Non- birth Parent Leave

Any member of the bargaining unit may apply for paternity (non- birth parent) 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 of the child.
2. The provisions of Article XIII, Section D, entitled "Sick Leave Bank," shall not be applicable to a leave granted for paternity (non- birth parent).
3. Said member shall give notice of the date of commencement of such leave as early as possible to the Superintendent.

D. Adoption Leave

Any member of the bargaining unit may apply for adoption leave. The following provisions shall apply to adoption leave:

1. Said member shall be entitled to utilize up to eight (8) weeks of accrued personal sick leave following the date of obtaining physical custody of the child.
2. The provisions of Article XIII, Section D, entitled "Sick Leave Bank," shall not be applicable to a leave granted for adoption.
3. Said member shall give notice of the date of commencement of such leave as early as possible to the Superintendent.

E. Child-Rearing Leave

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

1. If a teacher leaves before January 1st of any school year, his/her leave of absence, without pay, shall extend to the following September 1st. If a teacher leaves after January 1st of any school year, his/her leave of absence, without pay, shall extend to the September 1st following the commencement of the leave or to the succeeding September 1st. If a teacher completes ninety-one (91) days or more of the school year, 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 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 1st and action must be taken on all requests no later than May 1st of the school year preceding the school year(s) for which the extended leave is requested.

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 School System.
 - 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 School System 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 School System after a sabbatical leave, the teacher shall make immediate restitution of the full amount paid under this Article.

ARTICLE XVII

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 pro-rated, 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 XVIII

Temporary Leaves of Absence

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.

- A. Personal Leave
 - 1. Personal leave may be utilized for personal business that cannot be scheduled outside normal school hours. An absence with pay of two (2) days during any school year may be allowed 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 (1) day prior to a personal day. Teachers requesting personal leave shall submit their request in writing on the form attached as Appendix B.

2. Personal leave is 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 Appendix B form 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 directly to discuss the request. If necessary, the Superintendent may request to meet with the teacher and thereafter render a decision within forty-eight (48) hours following the meeting with the teacher.

3. Any unused personal days are rolled into accrued sick days 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, children, father and mother, brothers and sisters, grandfathers and grandmothers, father-in-law and mother-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 attached as Appendix B.

D. Religious Leave

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 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.

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 XIX

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 NATA 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 School System.
- 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

Professional staff must follow the procedures outlined in Appendix A-1 under "Course Approval and Credit for Advancement on the Salary Schedule."

- E. Tuition Reimbursement Disbursement

The Committee will reimburse five hundred dollars (\$500.00), or the cost of the course if less, per teacher per year toward tuition for courses approved by the Superintendent or the Superintendent's designee. The Committee must reimburse up to the amount in this Section E, 1, 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 Appendix B.

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 the following funds for tuition reimbursement:

- a. Effective 2014-2015: \$20,000 per year
- b. Effective 2015-2016: \$35,000 per year
- c. Effective 2016-2017: \$50,000 per year

2. Tuition reimbursement will be awarded based in the following manner:

- a. A maximum of sixty percent (60%) of the allocated funds will be used for the fall round of applications and the remainder of the allocated funds will be used for the spring round.

- b. The application form will be electronically submitted (currently in MyLearningPlan). The form for course approval and the form for course reimbursement are two (2) separate forms and processes.
- c. Each year application forms for tuition reimbursement will be accepted in two (2) rounds. The fall round will begin on the first day that teachers report to school. (This does not include the report day for "new teacher orientation".) Fall reimbursement will be awarded for summer and fall courses taken that year. The spring round will begin on the first workday of February. Spring reimbursement will be awarded for winter and spring courses taken that year. Application forms will be dated and numbered in the order of receipt by the Superintendent or his/her designee.
- d. If the Superintendent or his/her designee rejects a course because it does not fit the criteria necessary to receive reimbursement, the teacher will receive notification that his or her course was not approved. If the teacher wishes to apply for tuition reimbursement for a different course, the new application will be added to the bottom of the appropriate list.
- e. There will be an active list and a wait list. Teachers who have not received reimbursement in the previous two (2) years will be placed on the active list in the order the applications are received. Teachers who have received reimbursement in the previous two (2) years will be placed on the wait list in the order that their applications are received.
- f. Tuition will be awarded each round to those with approved courses on the active list in the order in which those applications were received. If funds remain in a given fiscal year after all teachers on the active list have received reimbursement, then reimbursement will begin for those on the wait list in the order that applications were received. The waitlist reimbursement will be allocated in the order that forms were received alternating between the fall and spring rounds of applications beginning with the fall.
- g. Once the administration receives proof that the approved course was satisfactorily completed it will provide reimbursement in a timely manner. If no proof is given to the administration by June 1st the teacher will lose his/her reimbursement and it will be awarded to the next eligible teacher.
- h. Teachers may apply for reimbursement for more than one (1) course. If there are any funds remaining after each teacher has been reimbursed for his/her first course, then the remaining funds will be used to reimburse teachers for additional courses.

ARTICLE XX 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 XXI

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 January 1, 2013 to June 30, 2019.
- 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 XXII

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 F) 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 (30th) 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 days (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 XXIII

Educator Professional Growth and Evaluation

- A. The parties agree that the educator professional growth and evaluation process developed by the Supervision and Evaluation Committee and any changes thereto ratified by the parties shall be incorporated into this agreement.
- 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 teachers, may choose additional indicators and elements to be applied to a teacher's evaluation process.

ARTICLE XXIV
Acceptance of Non-Resident Teachers' Children in the
North Andover Schools

A teacher in the North Andover School System 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 School System. This is subject to the availability of space as decided by the Superintendent of Schools 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 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 XXV
Technology

- A. The Association and the Committee agree that a Technology Advisory Committee shall be established to provide feedback to the Superintendent regarding technology needs and changes and provide input regarding the development of the District's technology plan.
- B. The Technology Advisory Committee shall consist of the Director of Technology, an administrator chosen by the Superintendent and one (1) teacher from each level (elementary, middle, high, and special education) chosen by the Association.
- C. The Technology Advisory Committee shall meet once a trimester or as the committee deems necessary.
- D. Whenever new technology that is provided by the District is introduced, teachers will be provided with training to learn how to use the new technology. New technology shall include both hardware and software which is provided by the District and is approved for use by the Superintendent. New technology shall not include updates to hardware or software currently being used.
- E. Training shall be coordinated by the Superintendent or his/her designee depending on the complexity of the new technology. Training may take place during Professional Development days, after school or online.

ARTICLE XXVI
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 School System, after submitting notice of intent to retire within three years or less, will receive an additional one thousand dollars (\$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 four thousand dollars (\$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 1st 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 XXVII 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 holding eliminated positions will be laid off first. Teachers with Professional Teacher status 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 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 and other educators (i.e., department chairman and directors).
 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/or has been involved in helping in extracurricular activities or would be willing to work in extracurricular activities. Past performance, or lack of it, will be taken into consideration.
 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 or more teachers,

the date and order of recommendation to the Committee for employment 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.
- F. Teachers with Professional Teacher status 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 next following the reduction in force notice.
- H. Teachers on said leave shall be eligible to participate in group plans provided they pay 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 e-mail 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.

Effective September 1, 2016 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 holding eliminated positions will be laid off first. Teachers with Professional Teacher status 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 professional status will be dismissed due to a reduction in force if there is a teacher without professional teacher status holding a position which the teacher with professional teacher status is licensed to fill.
 2. In the event a teacher with professional teacher status 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. Where among teachers with professional teacher status the other foregoing factors are approximately equal, length of service shall be the determining factor.
- F. Teachers with Professional Teacher status 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 next 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 e-mail 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 shall be in effect.

ARTICLE XXVIII

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, slowdowns, 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, Vice-President, 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. More meetings as necessary may be scheduled by this committee. 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 of the Association at least one (1) week prior to the meeting date.
3. 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.
4. There shall be a 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 for dealing with problem employees will be used.

H. Drug Free Workplace Policy Statement

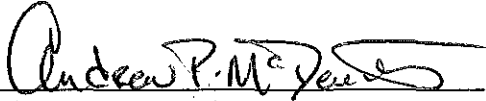
The parties agree to the Policy Statement ratified on December 10, 1991 by the Association and January 15, 1992 by the Committee concerning the commitment to a drug-free workplace.

M. 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). For all employees whose first day of work starts in the 2014/2015 school year and beyond, the total cost of said background check shall be paid by the employee. For all employees whose first day of work is prior to June 30, 2014, the District shall reimburse the employee twenty dollars (\$20.00) for said background check provided the cost for the background check is fifty-five dollars (\$55.00) or more. In the event the cost of the background check is less than fifty-five dollars (\$55.00), the employee shall be reimbursement only for the amount paid which exceeds thirty-five dollars (\$35.00).

ARTICLE XXVI
Duration

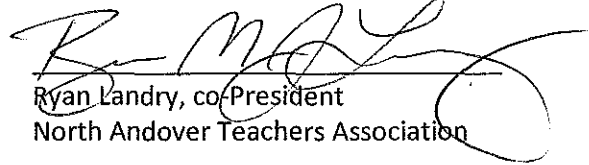
This Agreement shall remain in effect from September 1, 2014 to and including August 31, 2017.



Andrew McDevitt, Chairman
North Andover School Committee



Jane Broderick, co-President
North Andover Teachers Association



Ryan Landry, co-President
North Andover Teachers Association

Appendix A

2014-2015 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u> <u>CAGS</u>	<u>MA+60</u>	<u>MA+75</u> <u>Doctorate</u>
1	\$ 43,904	\$ 49,016	\$ 50,132	\$ 51,251	\$ 52,633	\$ 54,024	\$ 55,430
2	\$ 43,904	\$ 49,016	\$ 50,132	\$ 51,251	\$ 52,633	\$ 54,024	\$ 55,430
3	\$ 43,904	\$ 49,016	\$ 50,132	\$ 51,251	\$ 52,633	\$ 54,024	\$ 55,430
4	\$ 47,116	\$ 52,325	\$ 53,472	\$ 54,620	\$ 56,046	\$ 57,490	\$ 58,983
5	\$ 49,714	\$ 55,020	\$ 56,184	\$ 57,350	\$ 58,807	\$ 60,275	\$ 61,841
6	\$ 52,930	\$ 58,320	\$ 59,503	\$ 60,682	\$ 62,177	\$ 63,681	\$ 65,337
7	\$ 55,248	\$ 60,708	\$ 61,905	\$ 63,107	\$ 64,629	\$ 66,164	\$ 67,885
7N	\$ 57,287	\$ 62,895					
8	\$ 59,326	\$ 65,081	\$ 66,351	\$ 67,694	\$ 69,383	\$ 71,083	\$ 72,930
8N	\$ 61,367	\$ 67,268					
9	\$ 63,407	\$ 69,454	\$ 70,858	\$ 72,982	\$ 75,129	\$ 77,433	\$ 79,446
10	\$ 65,615	\$ 71,873	\$ 73,325	\$ 75,523	\$ 77,745	\$ 80,130	\$ 82,213
11	\$ 68,065	\$ 74,556	\$ 76,062	\$ 78,342	\$ 80,646	\$ 83,121	\$ 85,282

2015-2016 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u> <u>CAGS</u>	<u>MA+60</u>	<u>MA+75</u> <u>Doctorate</u>
1	\$ 44,892	\$ 50,119	\$ 51,260	\$ 52,404	\$ 53,817	\$ 55,240	\$ 56,677
2	\$ 44,892	\$ 50,119	\$ 51,260	\$ 52,404	\$ 53,817	\$ 55,240	\$ 56,677
3	\$ 44,892	\$ 50,119	\$ 51,260	\$ 52,404	\$ 53,817	\$ 55,240	\$ 56,677
4	\$ 48,176	\$ 53,502	\$ 54,675	\$ 55,849	\$ 57,307	\$ 58,783	\$ 60,310
5	\$ 50,832	\$ 56,258	\$ 57,448	\$ 58,640	\$ 60,130	\$ 61,631	\$ 63,233
6	\$ 54,121	\$ 59,632	\$ 60,841	\$ 62,048	\$ 63,576	\$ 65,114	\$ 66,807
7	\$ 56,491	\$ 62,074	\$ 63,298	\$ 64,527	\$ 66,083	\$ 67,653	\$ 69,413
7N	\$ 58,576	\$ 64,310					
8	\$ 60,661	\$ 66,546	\$ 67,844	\$ 69,217	\$ 70,944	\$ 72,682	\$ 74,571
8N	\$ 62,747	\$ 68,781					
9	\$ 64,833	\$ 71,017	\$ 72,452	\$ 74,624	\$ 76,819	\$ 79,175	\$ 81,233
10	\$ 67,091	\$ 73,490	\$ 74,975	\$ 77,223	\$ 79,494	\$ 81,933	\$ 84,063
11	\$ 69,596	\$ 76,233	\$ 77,774	\$ 80,105	\$ 82,461	\$ 84,991	\$ 87,201

2016-2017 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u> <u>CAGS</u>	<u>MA+60</u>	<u>MA+75</u> <u>Doctorate</u>
1	\$ 45,790	\$ 51,121	\$ 52,285	\$ 53,452	\$ 54,894	\$ 56,344	\$ 57,811
2	\$ 45,790	\$ 51,121	\$ 52,285	\$ 53,452	\$ 54,894	\$ 56,344	\$ 57,811
3	\$ 45,790	\$ 51,121	\$ 52,285	\$ 53,452	\$ 54,894	\$ 56,344	\$ 57,811
4	\$ 49,139	\$ 54,572	\$ 55,769	\$ 56,966	\$ 58,453	\$ 59,959	\$ 61,517
5	\$ 51,849	\$ 57,383	\$ 58,597	\$ 59,813	\$ 61,333	\$ 62,864	\$ 64,498
6	\$ 55,204	\$ 60,825	\$ 62,058	\$ 63,288	\$ 64,847	\$ 66,416	\$ 68,143
7	\$ 57,621	\$ 63,316	\$ 64,564	\$ 65,818	\$ 67,405	\$ 69,006	\$ 70,801
7N	\$ 59,747	\$ 65,596					
8	\$ 61,874	\$ 67,877	\$ 69,201	\$ 70,601	\$ 72,363	\$ 74,136	\$ 76,063
8N	\$ 64,002	\$ 70,157					
9	\$ 66,130	\$ 72,438	\$ 73,901	\$ 76,117	\$ 78,355	\$ 80,759	\$ 82,858
10	\$ 68,433	\$ 74,960	\$ 76,475	\$ 78,767	\$ 81,084	\$ 83,572	\$ 85,744
11	\$ 70,988	\$ 77,758	\$ 79,329	\$ 81,707	\$ 84,110	\$ 86,691	\$ 88,945

For all teachers, the above salary schedule steps will be followed in numerical order and exclude steps 7N and 8N (1,2,3,4,5,6,7,8,9,10,11).

For all nurses, the above salary schedule steps will be followed in numerical order and include steps 7N and 8N (1,2,3,4,5,6,7,7N,8,8N,9,10,11).

Nurses entering into this contract from the Agreement between the North Andover School Committee and the North Andover School Nurse Association, dated 2009-2012, shall enter the Appendix A Salary Schedule in the 2014-2015 school year on step 7N.

Any nurse who provided written notice to the District before January 1, 2014 of her intent to retire under the terms of the 2009 - 2012 Contract between the North Andover School Committee and the North Andover School Nurse Association shall remain on the salary schedule in the Agreement between the North Andover School Committee and the North Andover School Nurse Association, for the school year 2014 – 2015 (See Appendix A-2). The nurse will move to step 13 as she otherwise would have if there had been no change of unit. Salary for step 13 of the Agreement between the North Andover School Committee and the North Andover School Nurse Association, dated 2009-2012 is \$59,898 for a Bachelor's degree and \$63,898 for a Master's degree.

Appendix A-1

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 forms currently located in 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.
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 according to the provisions of this Appendix A.
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.

Appendix A-2

Nurse's Salary Schedule

<u>STEP</u>	<u>BA</u>	<u>MA</u>
1	\$ 33,717	\$ 37,717
2	\$ 35,473	\$ 39,473
3	\$ 37,045	\$ 41,045
4	\$ 38,897	\$ 42,897
5	\$ 41,282	\$ 45,282
6	\$ 43,430	\$ 47,430
7	\$ 45,688	\$ 49,688
8	\$ 48,064	\$ 52,064
9	\$ 49,386	\$ 53,386
10	\$ 50,744	\$ 54,744
11	\$ 52,191	\$ 56,191
12	\$ 56,044	\$ 60,044
13	\$ 59,898	\$ 63,898

Appendix B

REQUEST FOR TEMPORARY LEAVE

I request pursuant to Article XVIII of the Agreement, a personal/legal/religious leave day(s) on _____ (date/s).

The purpose of this temporary leave is (check one):

Personal Day____ Legal Day____ Religious Day____

The purpose of temporary leave is to attend to personal business or worship that cannot be scheduled other than during normal school hours. Temporary leave is 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 submit a written reason attached to this form to the Superintendent. The request must be submitted as soon as possible and not less than fourteen (14) days prior to the absence.

Print Name

School

Teacher's Signature & Date

Principal's Signature & Date

Personnel Use Only:

- ☐ Approved
☐ Not Approved

Date

Signature (Superintendent)

Updated 6/14

Appendix C

SICK LEAVE BANK COMMITTEE
Application for Extended Sick Leave Benefit

Member's Name: _____

Date of Application: _____

Number of days requested: _____

Date accumulated sick leave will be exhausted: _____

Nature of illness or injury:

Estimated date of return to work: _____

Attending Physician: _____

Physician's Address: _____

I hereby apply for extended sick leave benefits as provided for in the contract between the North Andover Teachers Association and the North Andover School Committee. I understand it is my responsibility to provide such information as the Sick Bank Committee may require from me and/or my physician

Member's Signature: _____

Appendix D

PHYSICIAN'S REPORT*

Teacher's Name: _____ Date: _____

Nature of illness or injury (Please explain in layman's terms)

Nature and frequency of treatment

When do you estimate that this person will be able to return to work?

Additional Information (Progress, short and long term prognosis, able to work in another capacity, etc.)

Physician's Signature: _____

*If a physician prefers to use his/her own letterhead it will be permissible, so long as it contains all of the information requested on this form.

Updated 6/14

Appendix E

Standards and Evaluation Form for Coaches

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 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.**

Updated 6/14

**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 Signature: _____ Date: _____

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

AP for Athletics' Signature: _____ Date: _____

Appendix F

Dues Authorization Form

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 plan) 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 not 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 6/14