

MEMORANDUM of AGREEMENT
for a Successor Agreement to the
2020-23 Collective Bargaining Agreement between the
North Andover Professional Support Association (NAPSA)
and the North Andover School Committee (Committee)

This Memorandum of Agreement is made by and between the School Committee of the Town of North Andover, Massachusetts (the "Committee") and the North Andover Professional Support Association (the "Association")

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Item 1. Amend Article II.5 - Recognition as shown below and by adding the bolded language:

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

- A. This paragraph serves as a definition: An employee hired as a LTS (Long Term Sub) to fill an active unit member's position for less than ninety-one (91) days or an employee who is hired as a temporary Teaching Assistant position for less than ninety-one (91) school days, will be paid at the **Level Step-1** rate of the TA Salary Schedule in Appendix A. These employees will be eligible for benefits per state and federal statutes and regulations and will not be covered under the terms of this agreement. These positions will not continue past the end of the school year.
- B. An employee hired into a temporary Teaching Assistant position for at least ninety-one (91) school days will be recognized as a Probationary Teaching Assistant with all the rights and obligations that come with this position. Placement on the Salary Schedule will be dictated by terms of the contract. This position will not continue past the end of the school year.
- C. An employee hired into a temporary Teaching Assistant or an employee hired to fill an active member's position (LTS) for ninety-one (91) days or more will be given first consideration for any anticipated open positions for the next school year. If selected for an open position, the employee will carry with her one (1) year of service credit and will move up a **Level step** on the salary schedule for the next school year.
- D. Employees hired as Title I Aides are not covered under the terms of this contract.

The North Andover School District can hire for part-time Teaching Assistant positions when necessary to meet student needs, and when mutually agreed to by the Superintendent or designee and the NAPSA Chair(s).

- **No such position will be for less than half of a full time position.**
- **Employees hired into a part time position will be afforded the same rights and benefits of a full time position, but paid time-off accruals and payouts will be prorated to match the part time FTE equivalency.**
- **Part time Unit members will still be responsible for the same professional development requirements as full time Unit members.**
- **Part time Unit members working a full six and a half (6.5) hour day will receive a paid thirty (30) minute lunch and a fifteen (15) minute paid break. Those who work less than six (6) hours in a day will not receive paid lunch or break.**
- **Part time Unit members eligible for a toileting stipend will be paid the toileting stipend for hours worked, and Part time Unit members eligible for a Program Stipend will be paid a stipend prorated based on their FTE level.**
- **Approval of a part time position is only good for the school year during which the position is approved, and must go through the same approval process for each year the position is deemed needed**
- **Existing Teaching Assistants will be given first consideration for any approved part time positions.**
- **Years of service and longevity will be awarded in accordance with Article VIII sections 2 and 3.**
- **Professional Development is mandatory. Part time Unit Members are obligated to participate in the same professional development as full time unit members.**

Item 2. Amend Article IV.6 - Work Day/Work Year as shown below:

6. Each unit member will be notified in writing by their Building Principal by June 15th of their assignment (~~school~~, **program if any, grade level, and classroom for which they are expected to provide the most support**) for the following school year. If unanticipated circumstances arise, the unit member will be notified **immediately** of the change and the associated reason. The unit member will be permitted to apply for any other open positions available at any time **and prior to any new hires**.

It will now read...

6. Each unit member will be notified in writing by their Building Principal by June 15th of their assignment (program if any, grade level, and classroom for which they are expected to provide the most support) for the following school year. If unanticipated circumstances arise, the unit member will be notified immediately of the change and the associated reason. The unit member will be permitted to apply for any other open positions available at any time, and prior to any new hires.

Item 3. Amend Article VIII - Compensation as shown below:

1. Compensation

Compensation shall be in accordance with the Salary Schedule in Appendix A.

a) Year 1 – ~~Eliminate the first three (3) steps and add three (3) new steps to the end of the salary schedule, then adjust the remaining twenty (20) steps to equal an overall 2% increase. Place unit members on the step which correspond to the member’s years of service. Replace the existing salary schedule with the new salary schedule in Appendix A and place each member on the salary schedule per the accompanying chart.~~

b) Year 2 – **reflects an increase to each step level on the schedule of by 2.5%.** Unit members move up a step level on the salary schedule.

c) Year 3 – **reflects an increase to each step level on the schedule of by 2.5%.** Unit members move up a step level on the salary schedule.

Appendix A - Salary Schedule	2023-2024		2024-2025		2025-2026	
	Salary	Hourly	Salary	Hourly	Salary	Hourly
	Level 1	\$25,139	\$21.25	\$27,465	\$21.78	\$28,158
Level 2	\$26,405	\$22.32	\$28,839	\$22.87	\$29,570	\$23.45
Level 3	\$27,718	\$23.43	\$30,289	\$24.02	\$31,046	\$24.62
Level 4	\$31,021	\$24.60	\$31,802	\$25.22	\$32,597	\$25.85

Level 5	\$32,572	\$25.83	\$33,391	\$26.48	\$34,224	\$27.14
Level 6	\$34,211	\$27.13	\$35,056	\$27.80	\$35,939	\$28.50
Level 7	\$35,913	\$28.48	\$36,809	\$29.19	\$37,729	\$29.92
Level 8	\$37,717	\$29.91	\$38,650	\$30.65	\$39,621	\$31.42
Level 9	\$39,595	\$31.40	\$40,592	\$32.19	\$41,600	\$32.99
Level 10	\$41,575	\$32.97	\$42,622	\$33.80	\$43,681	\$34.64
Level 11	\$43,656	\$34.62	\$44,753	\$35.49	\$45,863	\$36.37
Level 12	\$45,837	\$36.35	\$46,985	\$37.26	\$48,158	\$38.19

**This salary schedule is based on 6.5 hours per day and 182 days per year for Level 1-3 and on 6.5 hours and 194 days (12 holidays) per year for Level 4-12 for 2023-2024.

This salary schedule is based on 6.5 hours per day and 194 days (12 holidays) for all Levels starting in 2024-2025.

Kindergarten unit members work 6.67 hour per day

TOP unit members work 6.83 hours per day

New Salary Placement Chart

	CY1	CY2	CY3
Current Step	New LEVEL	New LEVEL	New LEVEL
2022-2023	2023-2024	2024-2025	2025-2026
Step 1	2	3	4
Step 2	3	4	5
Step 3	3	4	5
Step 4	4	5	6
Step 5	4	5	6
Step 6	5	6	7
Step 7	5	6	7
Step 8	6	7	8
Step 9	6	7	8
Step 10	7	8	9

Step 11	7	8	9
Step 12	8	9	10
Step 13	8	9	10
Step 14	9	10	11
Step 15	9	10	11
Step 16	10	11	12
Step 17	10	11	12
Step 18	11	12	12
Step 19	11	12	12
Step 20	12	12	12

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

2. Years of Service

New unit members who have worked at least a .5 FTE ~~three (3) hours per day~~ for the year and are hired prior to February 1 will be credited with a year of service and eligible for a step level increment in the subsequent school year. Level increments will be awarded to each unit member who works at least ninety-one (91) days of ~~three (3) hours or more per day~~ during the previous school year.

3. Longevity

As a way to somewhat mitigate the impact of the loss of Community Programs wages in a member's retirement benefit calculation, annual longevity payments will be increased to the amounts referenced below. The following longevity payment(s) will be awarded annually for continuous uninterrupted service in a bargaining unit recognized by the North Andover School District. Beginning with the sixth (6th) year of employment, payments will be made in full, in a separate check, **the week between the first two (2) payrolls in on the first pay day of October.**

Credit for longevity will be based on continuous employment of at least ninety-one (91) days of ~~three (3) hours or more per day~~ per school year for one (1) year of credit. For the purpose of longevity payments, a year of credit shall be granted for a new unit member hired prior to February 1. If a Teaching Assistant 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.

The week between the first two (2) payrolls in ~~On the first pay day~~ of October of a Teaching Assistant's 6th through 10th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of ~~\$1,355.00~~ **\$1,410 for the 2023-2024 school year; \$1,465 for the 2024-2025 school year; and \$1,525 for the 2025-2026 school year.**

The week between the first two (2) payrolls in ~~On the first pay day~~ of October of a Teaching Assistant's 11th through 15th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of ~~\$2,005.00~~ **\$2,085 for the 2023-2024 school year; \$2,170 for the 2024-2025 school year; and \$2,255 for the 2025-2026 school year.**

The week between the first two (2) payrolls in ~~On the first pay day~~ of October of a Teaching Assistant's 16th through 20th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of ~~\$2,255.00~~ **\$2,345 for the 2023-2024 school year; \$2,440 for the 2024-2025 school year; and \$2,540 for the 2025-2026 school year.**

The week between the first two (2) payrolls in ~~On the first pay day~~ of October of a Teaching Assistant's 21st through 25th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of ~~\$2,505.00~~ **\$2,605 for the 2023-2024 school year; \$2,710 for the 2024-2025 school year; and \$2,820 for the 2025-2026 school year.**

The week between the first two (2) payrolls in ~~On the first pay day~~ of October of a Teaching Assistant's 26th through 29th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of ~~\$2,755.00~~ **\$2,865 for the 2023-2024 school year; \$2,980 for the 2024-2025 school year; and \$3,100 for the 2025-2026 school year.**

The week between the first two (2) payrolls in ~~On the first pay day~~ of October of a Teaching Assistant's 30th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of ~~\$2,855.00~~ **\$2,970 for the 2023-2024 school year; \$3,090 for the 2024-2025 school year; and \$3,215 for the 2025-2026 school year.**

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

It will now read...

2. Compensation

Compensation shall be in accordance with the Salary Schedule in Appendix A.

a) Year 1 - Replace the existing salary schedule with the new salary schedule in Appendix A and place each member on the salary schedule per the accompanying chart.

b) Year 2 – reflects an increase to each level on the schedule of 2.5%. Unit members move up a level on the salary schedule.

c) Year 3 – reflects an increase to each level on the schedule of 2.5%. Unit members move up a level on the salary schedule.

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

3. Years of Service

New unit members who work at least a .5 FTE for the year and are hired prior to February 1 will be credited with a year of service and eligible for a level increment in the subsequent school year. Level increments will be awarded to each unit member who works at least ninety-one (91) days during the previous school year.

4. Longevity

As a way to somewhat mitigate the impact of the loss of Community Programs wages in a member's retirement benefit calculation, annual longevity payments will be increased to the amounts referenced below. The following longevity payment(s) will be awarded annually for continuous uninterrupted service in a bargaining unit recognized by the North Andover School District. Beginning with the sixth (6th) year of employment, payments will be made in full, in a separate check, the week between the first two (2) payrolls in October.

Credit for longevity will be based on continuous employment of at least ninety-one (91) days per school year for one (1) year of credit. For the purpose of longevity payments, a year of credit shall be granted for a new unit member hired prior to February 1. If a Teaching Assistant 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.

The week between the first two (2) payrolls in October of a Teaching Assistant's 6th through 10th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of \$1,410 for the 2023-2024 school year; \$1,465 for the 2024-2025 school year; and \$1,525 for the 2025-2026 school year.

The week between the first two (2) payrolls in October of a Teaching Assistant's 11th through 15th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of \$2,085 for the 2023-2024 school year; \$2,170 for the 2024-2025 school year; and \$2,255 for the 2025-2026 school year.

The week between the first two (2) payrolls in October of a Teaching Assistant's 16th through 20th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of \$2,345 for the 2023-2024 school year; \$2,440 for the 2024-2025 school year; and \$2,540 for the 2025-2026 school year.

The week between the first two (2) payrolls in October of a Teaching Assistant's 21st through 25th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of \$2,605 for the 2023-2024 school year; \$2,710 for the 2024-2025 school year; and \$2,820 for the 2025-2026 school year.

The week between the first two (2) payrolls in October of a Teaching Assistant's 26th through 29th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of \$2,865 for the 2023-2024 school year; \$2,980 for the 2024-2025 school year; and \$3,100 for the 2025-2026 school year.

The week between the first two (2) payrolls in October of a Teaching Assistant's 30th qualified year of service, the Teaching Assistant shall receive longevity pay in the amount of \$2,970 for the 2023-2024 school year; \$3,090 for the 2024-2025 school year; and \$3,215 for the 2025-2026 school year.

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

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

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Step 14	9	10	11
Step 15	9	10	11
Step 16	10	11	12
Step 17	10	11	12
Step 18	11	12	12
Step 19	11	12	12
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Item 4. Amend Article XX.2 - Evaluation as shown below:

1. The primary purpose of evaluation shall be to help the unit member improve her performance. The unit member will be informed in writing before the beginning of the school year whether she is being evaluated that year. Observation and Evaluation forms can be found in Appendix D.

2. Unit Members in the First Three Years of Employment. Each unit member shall be observed **once twice** prior to the evaluation being written. The ~~first~~ observation shall occur no later than **February November 1**; ~~the second observation shall occur no later than March 1. If February 1 falls on a Saturday, then the Friday before February one will be the due date and if February 1 falls on a Sunday, then the following Monday after February 1 will be the due date.~~ The unit member shall receive her written evaluation no later than April 15. Evaluation of a unit member in the first three (3) years of her employment shall occur on a yearly basis.

3. Unit Members in the Fourth year of Employment and Thereafter. Once the unit member begins her fourth year of employment, she will be evaluated every other year beginning with the fifth year of her employment. The observation of the unit member shall consist of one (1) observation no later than **February November 1**; ~~the second observation shall occur no later than March 1. If February 1 falls on a Saturday, then the Friday before February one will be the due date and if February 1 falls on a Sunday, then the following Monday after February 1 will be the due date.~~, unless the evaluator deems a second observation is warranted. In such a case, the evaluator shall notify the unit member in writing that she shall be observed a second time; ~~that second observation shall be completed by March 1.~~ The unit member shall receive her written evaluation no later than April 15.

11. A schedule of observations and evaluations by building shall be created and distributed to building principals and Mutual Concerns Committee members by Human Resources no later than September 15. New hires after September 15 will be added to this schedule and shared as above. A list of completed observations by **February November 1** shall be shared with the members of the Mutual Concerns Committee no later than **February November 15** or the first meeting following **February November 15**; ~~a list of completed observations by building completed by March 1 or the first meeting following March 1 shall be shared with the members of the Mutual Concerns Committee no later than March 15;~~ and a list of completed evaluation by building completed by April 15 shall be shared with the members of the Mutual Concerns Committee no later than April 30.

It will now read...

1. The primary purpose of evaluation shall be to help the unit member improve her performance. The unit member will be informed in writing before the beginning of the school year whether she is being evaluated that year. Observation and Evaluation forms can be found in Appendix D.

2. Unit Members in the First Three Years of Employment. Each unit member shall be observed once prior to the evaluation being written. The observation shall occur no later than February 1. If February 1 falls on a Saturday, then the Friday before February one will be the due date and if February 1 falls on a Sunday, then the following Monday after February 1 will be the due date. The unit member shall receive her written evaluation no later than April 15. Evaluation of a unit member in the first three (3) years of her employment shall occur on a yearly basis.

3. Unit Members in the Fourth year of Employment and Thereafter. Once the unit member begins her fourth year of employment, she will be evaluated every other year beginning with the fifth year of her employment. The observation of the unit member shall consist of one (1) observation no later than February 1. If February 1 falls on a Saturday, then the Friday before February one will be the due date and if February 1 falls on a Sunday, then the following Monday after February 1 will be the due date. The unit member shall receive her written evaluation no later than April 15.

11. A schedule of observations and evaluations by building shall be created and distributed to building principals and Mutual Concerns Committee members by Human Resources no later than September 15. New hires after September 15 will be added to this schedule and shared as above. A list of completed observations by February 1 shall be shared with the members of the Mutual Concerns Committee no later than February 15 or the first meeting following February 15; and a list of completed evaluation by building completed by April 15 shall be shared with the members of the Mutual Concerns Committee no later than April 30.

Item 5. Amend Article XXI - Non-Resident Student Attendance as shown below:

Delete existing section in its entirety...

ARTICLE XXI ACCEPTANCE OF NON-RESIDENT CHILDREN OF UNIT MEMBERS IN THE NORTH ANDOVER SCHOOLS AND OTHER PROGRAMS

A unit member who is not a resident of the Town will have the option, at no cost, of having her child(ren) attend the regular education program of the North Andover School System. This does not apply to tuition programs and is subject to the availability of space as decided by the Superintendent on an annual basis. Such approval shall not be unreasonably withheld. It is further understood that if a child(ren) of a unit member is approved to attend the North Andover Schools, such attendance shall not be grounds for a unit member's grievance concerning workload, nor shall such attendance be calculated as part of a unit member's load in cases of such grievances. Attendance by the child of a unit member is subject to the unit member's continued employment and compliance with the relevant student discipline code and state law pertaining to student discipline.

...and replace with the following...

Children of a unit member may enroll in the North Andover Public Schools, on a tuition free basis (Pre-school tuition must still be paid) except as in hereafter provided, subject to the following terms and conditions:

A. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report, Costs in excess of said amount shall be paid by the staff member. Staff may also request that the excess costs be paid for by the community of residence per MGLc. 76s.12 and in accordance with the terms of this Agreement..

B. The Superintendent or Designee shall determine the number of slots available each year and the location thereof and shall advise the Association on or before May 15th for grades K-12, each year. Procedures for applying (forms, deadlines for applications, etc.) shall be developed by the

Superintendent. The Superintendent or Designee has discretion in enrolling children of unit members into our school system and said decision is not subject to grievance.

C. Once a child has enrolled in the North Andover Schools, it is understood that he/she may remain in the system, subject to the terms and conditions provided herein, so long as there is sufficient space (slots) for the student and the parent continues to be employed by the North Andover Public Schools and child abides by the rules and regulations of the school system.

D. North Andover Schools will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.

E. In the event enrollment applications by eligible district employees for the same slot exceed the approved slots, the following shall govern: Seniority (District Employment) - Example: Three eligible District Employees with students in the fourth grade file applications. The Superintendent or Designee determines that there are two available fourth grade slots. The students who were already enrolled in the North Andover Schools under this provision will be given priority and if all three students were previously enrolled: seniority of the eligible District Employees involved shall govern which two students shall be admitted.

F. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to be issued after a finding of probable cause by an Agency, this Article shall be of no further force and effect.

G. In the event North Andover were to become a "Choice" community, the provisions of this Agreement, to the extent required by the law, shall be subject to the "Choice" laws and rules and regulations related thereto.

It will now read...

Children of a unit member may enroll in the North Andover Public Schools, on a tuition free basis(pre-school tuition must still be paid), except as in hereafter provided, subject to the following terms and conditions:

A. The cost of the education shall not exceed 100% of the District's per pupil cost rate as determined by the most recent Department of Education report, Costs in excess of said amount shall be paid by the staff member. Staff may also request that the excess costs be paid for by the community of residence per MGLc. 76s.12 and in accordance with the terms of this Agreement..

B. The Superintendent or Designee shall determine the number of slots available each year and the location thereof and shall advise the Association on or before May 15th for grades K-12, each year. Procedures for applying (forms, deadlines for applications, etc.) shall be developed by the Superintendent. The Superintendent or Designee has discretion in enrolling children of unit members into our school system and said decision is not subject to grievance.

C. Once a child has enrolled in the North Andover Schools, it is understood that he/she may remain in the system, subject to the terms and conditions provided herein, so long as there is sufficient space (slots) for the student and the parent continues to be employed by the North Andover Public Schools and child abides by the rules and regulations of the school system.

D. North Andover Schools will not be responsible for providing transportation to students who are enrolled pursuant to the provisions of this Article.

E. In the event enrollment applications by **eligible district employees** for the same slot exceed the approved slots, the following shall govern: Seniority (**District Employment**) - Example: Three eligible **District Employees** with students in the fourth grade file applications. The Superintendent or Designee determines that there are two available fourth grade slots. The students who were already enrolled in the North Andover Schools under this provision will be given priority and if all three students were previously enrolled: seniority of the **eligible District Employees** involved shall govern which two students shall be admitted.

F. In the event any of the provisions of this Article are found invalid by a Court of competent jurisdiction or by an agency of the Commonwealth, or in the event a Complaint were to be issued after a finding of probable cause by an Agency, this Article shall be of no further force and effect.

G. In the event North Andover were to become a "Choice" community, the provisions of this Agreement, to the extent required by the law, shall be subject to the "Choice" laws and rules and regulations related thereto.

Item 6. Amend Article X.3 - Parental Leave as shown below:

3. Parental Leave (Birth parent, Non-birth parent, Adoptive/Foster parent)

General Policies and Rules

A. Any unit member may apply for a parental leave of absence of **12 consecutive weeks for both birth, and non-birth parents (for either newborn parents; adoptive parents; and foster parents) - The first (1st) two (2) weeks of parental leave will not come from the employee's own sick time. Parental leave under this proposal must be completed within one year of the birth or placement of a child, and once begun, the leave must be completed in consecutive days. Unit members are eligible for this benefit once per school**

year. It is agreed that if this benefit is increased during teacher negotiations, the same benefit will be extended to Teaching Assistants.

B. Any unit member who intends to apply for parental leave will notify the Superintendent, Principal and Director of Human Resources of the date of commencement of such leave as early as possible, but not less than two (2) weeks prior to the leave.

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

D. In addition to the two (2) weeks paid leave, Ssaid member shall be entitled to utilize up to ten (10) eight (8) weeks of accrued personal sick leave following the date of birth or adoption of the child.

E. The Section 3 of ARTICLE IX, entitled "Sick Leave Bank," shall not be applicable to a leave granted for parental leave with the possible exception of cases where the birth parent has a medical issue resulting from delivery, and recovery extends beyond the usual and ordinary **twelve (12) eight (8) week** period of child-bearing and recovery from birth. The unit member, however, should consult with the Association President for guidance.

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

~~G. Before returning to her duties, a unit member who has given birth must be certified by her physician as ready and able to return to her full teaching assignment.~~

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

It will now read...

3. Parental Leave (Birth parent, Non-birth parent, Adoptive/Foster parent)

General Policies and Rules

A. Any unit member may apply for a parental leave of absence of 12 consecutive weeks for both birth, and non-birth parents (for either newborn parents; adoptive parents; and foster parents) - The first (1st) two (2) weeks of parental leave will not come from the employee's own sick time. Parental leave under this proposal must be completed within one year of the birth or placement of a child, and once begun, the leave must be completed in consecutive days. Unit members are eligible for this benefit once per school year. It is agreed that if this benefit is increased during teacher negotiations, the same benefit will be extended to Teaching Assistants.

B. Any unit member who intends to apply for parental leave will notify the Superintendent, Principal and Director of Human Resources of the date of commencement of such leave as early as possible, but not less than two (2) weeks prior to the leave.

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

D. In addition to the two (2) weeks paid leave, said member shall be entitled to utilize up to ten (10) weeks of accrued personal sick leave following the date of birth or adoption of the child.

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

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

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

Item 7. Amend Article IX.2 - Family Sick Leave as shown below:

2. Sick leave shall be taken for a unit member's personal illness, except that a unit member may use a maximum of ten (10) sick days per school year for attending to a ~~spouse, child, parent or relative family member~~ who is dependent on the unit member for care or emergencies. **The definition of "family member" is the same used by the Massachusetts Paid Family and Medical leave Law, which is: spouse or domestic partner; children; parents; spouse or domestic partner's parents; grandchildren; grandparents; and siblings.**

It will now read...

2. Sick leave shall be taken for a unit member's personal illness, except that a unit member may use a maximum of ten (10) sick days per school year for attending to a family member who is dependent on the unit member for care or emergencies. The definition of "family member" is the same used by the Massachusetts Paid Family and Medical leave Law, which is: spouse or domestic partner; children; parents; spouse or domestic partner's parents; grandchildren; grandparents; and siblings.

Item 8. Add New Subsection XVI.7 as shown below:

7.

A. Healthy Learning and Working Environment

Via a mutually agreed upon qualified contractor, conduct an annual review of each building in the Spring of each year to detect and subsequently appropriately remediate potential health dangers, including but not limited to mold and asbestos. The contractor shall share all relevant information simultaneously jointly with the District administration and NATA president and Teaching Assistant chairperson(s) concerning any findings, reports, recommendations, progress and any other information from the contractor that is relevant to the identification and remediation of any identified health dangers. To ensure the safety of schools, administration shall ensure that any

identified health dangers are remediated in a reasonable amount of time, and shall cooperatively work with the NATA leadership on the necessary steps.

B. Secure Learning and Working Environment

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

C. Safe Learning and Working Environment

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

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

Item 9. Amend Article XI Other Absences as shown below:

1. Personal Days

With the advance approval of the Superintendent, a unit member may take ~~two (2)~~ **three (3)** personal days per year, not to be deducted from sick leave. In certain emergencies and with the Superintendent's advance approval, other absences with pay may be allowed. Unit members will be allowed to carry over up to one personal day into the next year and any **remaining** unused Personal Days as of August 31 each year into their accrued Sick Time.

2. Legal Day(s)

With the advance approval of the Superintendent, a unit member may take one (1) day per year with pay for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order or other legal appearance not able to be held at another time. Additional days may be used with the approval of the Superintendent.

3. Jury Duty

The School Committee will comply with the terms of the Massachusetts General Laws with the respect to service and compensation of members of the unit who are summoned to perform jury duty.

4. Bereavement

Up to five (5) days per death may be used and not charged to sick leave or any other leave in the event of death of a spouse, child, grandchild, parent, sibling, grandparent, parent-in-law, or any permanent member of the family household. Three (3) days per death may be used for the death of a brother-in-law or sister-in-law. One (1) day per death may be used for the death of any other relative or friend.

-5. Observation of Religious Holidays

~~Individuals covered by this agreement shall be entitled to utilize one (1) additional day with pay for the observance of religious holiday when said holiday falls on a regular workday. A religious holiday shall be defined as a day wherein absence from work is mandated in order to properly comply with the tenets of one's religion:~~

~~It will now read...~~

2. Personal Days

With the advance approval of the Superintendent, a unit member may take three (3) personal days per year, not to be deducted from sick leave. In certain emergencies and with the Superintendent's advance approval, other absences with pay may be allowed. Unit members will be allowed to carry over up to one personal day into the next year and any remaining unused Personal Days as of August 31 each year into their accrued Sick Time.

2. Legal Day(s)

With the advance approval of the Superintendent, a unit member may take one (1) day per year with pay for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order or other legal appearance not able to be held at another time. Additional days may be used with the approval of the Superintendent.

3. Jury Duty

The School Committee will comply with the terms of the Massachusetts General Laws with the respect to service and compensation of members of the unit who are summoned to perform jury duty.

4. Bereavement

Up to five (5) days per death may be used and not charged to sick leave or any other leave in the event of death of a spouse, child, grandchild, parent, sibling, grandparent, parent-in-law, or any permanent member of the family household. Three (3) days per death may be used for the death of a brother-in-law or sister-in-law. One (1) day per death may be used for the death of any other relative or friend.

Item 10. Amend Article VIII by adding Subsection 12 as shown below:

12. Holiday Pay

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

Paid Holidays

Labor Day	Indigenous People's Day	Veteran's Day
Thanksgiving Day	Friday after Thanksgiving	Christmas Eve
Christmas Day	New Years Day	Martin Luther King Jr. Day
Presidents Day	Patriots Day	Memorial Day

Item 11. Amend Article XV by adding Subsection 12 as shown below:

12. Mentoring

New Teaching Assistant Mentoring and Induction Program

Vision and Purpose

- To assure the quality of education for the children of North Andover Public Schools by helping new Teaching Assistants maximize their effectiveness through professional growth opportunities and collaboration with colleagues.

Goals

- To provide professional support to new Teaching Assistants
- To provide professional development to Teaching Assistants new to the system as they face the challenges common to new educators such as classroom management, diversity of students, TA evaluation system, and instructional issues
- To retain highly skilled Teaching Assistants, both new and experienced

With these guidelines in place, a committee shall be formed to develop the Mentoring Program in the school year 2023-2024 under the direction of the Executive Director of Special Education. This committee shall be made up of the Director of Special Education, special education teachers/administrators and teaching assistants representative of multiple grade levels

In collaboration with all parties including TA co-chairs, the committee shall have a completed document detailing the Mentoring Program in place by April 1, 2024. The Mentoring Program shall commence in the school year 2024-2025.

Item 12. Amend Article XIII Retirement as shown below:

A unit member who has attained the age of fifty-five (55) years or more and has a minimum of 15 years of service, upon retirement will receive a lump sum payment of ~~\$3,500~~ **\$4,000** in ~~her~~ **their** last paycheck. A unit member who has attained the age of fifty-five (55) years or more and has a minimum of 20 years of service, upon retirement will receive a lump sum payment of ~~\$4,500~~ **\$5,000** in ~~her~~ **their** last paycheck. If the unit member announces her retirement prior to August 15th of ~~her~~ **their** last year, then she can choose to receive the benefit as an equivalent increase to ~~her~~ **their** hourly rate for the year instead of as a lump sum payment.

The benefit will not be paid in the event that the notice of retirement is withdrawn, and any monies paid under this article must be returned by the end of the fiscal year, or by the end of the calendar year if withdrawn after March 1.

It will now read...

A unit member who has attained the age of fifty-five (55) years or more and has a minimum of 15 years of service, upon retirement will receive a lump sum payment of \$4,000 in their last paycheck. A unit member who has attained the age of fifty-five (55) years or more and has a minimum of 20 years of service, upon retirement will receive a lump sum payment of \$5,000 in their last paycheck. If the unit member announces her retirement prior to August 15th of their last year, then she can choose to receive the benefit as an equivalent increase to their hourly rate for the year instead of as a lump sum payment.

The benefit will not be paid in the event that the notice of retirement is withdrawn, and any monies paid under this article must be returned by the end of the fiscal year, or by the end of the calendar year if withdrawn after March 1.

Item 13. Amend Article XIV.1 Tuition Reimbursement as shown below:

An annual amount of ~~\$6,000~~ **\$7,000** will be available for tuition reimbursement.

It will now read...

An annual amount of \$7,000 will be available for tuition reimbursement.

Item 14. Amend Article XVI by adding Subsection 8 Learning Environment as shown below:

8. Learning Environment

Unit members who experience threatening or abusive conduct by a student will immediately report the same to the Building Principal who will investigate the report and take appropriate action. This confidential written report will be delivered to the Building Principal and contain the following information

- 1. Name of the unit member filing the report**
- 2. Location of the incident**
- 3. Name of Student involved in the incident**
- 4. A detailed description of the incident, including approximate time of day, date, nature of the conduct, other parties involved and witness to the incident**
- 5. The report should be filed within 48 hours following the incident unless an emergency or vacation prevents the timely filing**

Within 10 school days the Principal will complete the investigation and generate a report that outlines actions that will be implemented that will address the said incident and maintain a safe learning environment.

Item 15. Amend Article VIII.4 Program Stipends as shown below:

4. Program Stipends

Based on the responsibilities and expectation of the assignment (~~toileting, implementing discrete trials, safety care training, data collection~~) Teaching Assistants **unit members** in the below programs may **MAY** be eligible for a stipend. The Executive Director of Special Education will determine, ~~based on student need~~ **BASED ON STUDENT NEED**, when a ~~Teaching Assistant~~ **unit member** qualifies for the stipend. **Program Stipend** eligibility will be reviewed on an as needed basis through monthly mutual concerns committee meetings.

Stipend eligibility will be considered for assignments including:

1:1/Fully Supported Student

RISE Program

Multiple Support Program

Therapeutic Programs

Life Skills Programs

Learning Skills Programs

~~Vocational/Transition~~ **Vocations Transition Program**

Transition Opportunity Program

The annual program stipend is \$1,200. The annual combined program and toileting services stipend will be \$1,800. If more than one TA provides services for the same student (who warrants the stipend), the stipend will be split between them. Program stipends will be paid out with the first payroll in June.

It will now read...

4. Program Stipends

Based on the responsibilities and expectation of the assignment unit members in the below programs **MAY** be eligible for a stipend. The Executive Director of Special Education will determine, **BASED ON STUDENT NEED**, when a unit member qualifies for the stipend. Stipend eligibility will be reviewed through monthly mutual concerns committee meetings.

Stipend eligibility will be considered for assignments including:

1:1/Fully Supported Student

RISE Program

Multiple Support Program

Therapeutic Programs

Life Skills Programs

Learning Skills Programs

Vocations Transition Program

Transition Opportunity Program

The annual program stipend is \$1,200. The annual combined program and toileting services stipend will be \$1,800. If more than one unit member provides services for the same student (who warrants the stipend), the stipend will be split between them. Yearly program stipends will be paid out in 21 equal payroll installments, and will be prorated for those who qualify for the stipend for less than the full school year.

Item 16: Housekeeping:

If it has not already been done, change “step” to “level” and “her/she” to “their/them”.

Item 17: Housekeeping:

Update TOP program hours Article IV (8:01 AM - 2:51 PM)

Update Article VIII.6 Extra hours for current rates (\$34.25 for clubs and extracurricular/\$39.25 for Tutoring)

Update Article VIII.7 Behavioral Home Services for current rates (\$39.25)

Update Article VIII.8 Substituting for a Teacher for current rates (\$100/Day and \$15.38/Hour) Note for LTS - “Whichever is greater”

Update Appendix A-2 Stipends with current rates (extracted from teachers contract or refer to teachers contract?)

Update Appendix A-3 with new rate

Change language to show that retiring and resigning unit members' sick time will be automatically added to the sick bank as allowed by contract language.

Appendix C2 - Remove “Religious Holiday”

All forms should be reviewed for procedural and process updates

***Any references to amounts in the Teacher’s contract will be adjusted accordingly if these amounts change as a result of new contract language in the Teacher’s contract.**

***Ask Rachelle to review forms.**

IN WITNESS of the Memorandum of Agreement having been duly ratified, the parties hereunto set their hands and seals.

For the North Andover School Committee:

Debra J. Bean

DATE: 9/15/2023

For the North Andover Professional Support Association:

Virginia L. Bevan

DATE: 9/12/23

Carol Marshall

DATE: 9.12.23

debra j

DATE: 9.12.23