

AGREEMENT

between the

NORTH ANDOVER SCHOOL COMMITTEE

and the

NORTH ANDOVER TEACHERS ASSOCIATION

2011 - 2014

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This Agreement is made and entered into on September 1, 2011 by and between the NORTH ANDOVER SCHOOL COMMITTEE (hereinafter referred to as the "Committee") and the NORTH ANDOVER TEACHERS ASSOCIATION (hereinafter referred to as the "Association").

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## PREAMBLE

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

- A. Under the law of Massachusetts, the 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 of the North Andover School System, including long-term permanent substitutes, department heads up to but not including the Administrator of Special Education, Director of Health, Physical Education, and Athletics, Director of Computer Technology, Director of Management Support Services, Middle School House Coordinators, full-time Assistant Principals, Principals, Assistant Superintendent, and the Superintendent of Schools.

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 2013, 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 and signed 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 procedure described in Chapter 763 of the Acts of 1965 will be followed.
- D. Any agreement reached with the Committee will be reduced to writing, will be signed by the Committee and the Association, and will become an addendum to this Agreement.
- E. The Committee agrees not to negotiate with any teachers' organization other than that designated as the exclusive bargaining agent pursuant to Chapter 763. The Committee further agrees not to negotiate with any 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.
- F. 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.

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 person or persons 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 teacher with a grievance will first discuss it with his principal or immediate superior, either directly or through the Association's School

Representative, with the objective of resolving the matter informally.

- a. Grievances that affect a class of teachers or that affect a group of teachers from at least two school buildings shall begin at Level II 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 grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he 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 of Schools 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 a teacher 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 teacher 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 grievance at Level Two, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he 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 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 full Committee.

4. Level Four:

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or Three, or if no decision has been rendered within ten (10) school days after he has first met with the School Committee or Superintendent as provided by statute, he may, within five (5) school days after a decision by the School Committee or fifteen (15) days after he has first met with the School Committee, whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his 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 School Committee and the Association will set up a Board of Arbitration as follows: one member to be appointed by the School Committee, one to be appointed by the Association, the third and neutral member to be chosen by those two from a list of arbitrators nominated by the American Arbitration Association. The method of choosing the neutral 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 School 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 grievant, the Association, and the School 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 setting forth the decision and the reasons therefor and will be transmitted promptly to all parties in interest and the Chairman of the PR & R Committee. Decisions rendered at Level Four will be in accordance with the procedures set forth in Section C, Procedure (pages 3, 4, 5).
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. Notification of decision to resign from any position, including a stipended 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 the first (September) and last (June) months of the year; however, the Superintendent reserves the right to waive this requirement if it 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.
- D. 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 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.
- E. Upon employment, long-term substitutes shall be placed upon step one of the Bachelor's salary scale and will advance thereon one 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.

- F. 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.
- G. Before a teacher begins his employment, a complete physical must be had at his personal expense if he chooses his personal physician or at the expense of the Committee if he chooses the School Physician.
- H. Final responsibility for establishing the starting salaries of all personnel entering the School System rests with the Superintendent of Schools.

ARTICLE V  
Assignments and Transfers

- 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 at the rate of one (1) day at the teacher's per diem salary.

- B. Teachers who desire a change in grade, subject assignment and/or who desire to transfer to another building shall follow the procedure stated below:
  1. Whenever a vacancy in a professional position occurs during the months of September through June, a notice will be posted in all school buildings with copies mailed to the Association President and building representatives designated by the Association according to the following: two (2) building representatives at the High and Middle schools and one (1) representative in each of the elementary schools.
  2. Whenever a vacancy in a professional position occurs between the end of the school year in June and August 15, written notices of any such vacancy will be mailed as soon as possible after the vacancy occurs to the Association President and two designees as determined by the President. In addition, any bargaining unit member who leaves stamped, self-addressed envelopes with the Coordinator of Personnel will receive written notices of all vacancies in professional positions.
  3. Whenever a vacancy in a professional position occurs between August 15 and the beginning of the school year, all vacancy notices will be mailed to the Association President.
  4. In the event a teacher is notified after June 15 of an involuntary transfer to another building, the teacher will be compensated at the rate of one (1) day at the teacher's per diem salary.
  5. 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.

- C. 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.

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 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 service in the North Andover School Department. The Committee shall grant the following salary increases for continuous uninterrupted service:

Over 10, but not over 15 years	\$1,500
Over 15, but not over 20 years	\$1,600
Over 20, but not over 25 years	\$1,900
Over 25 years	\$2,000

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 an additional \$800 effective 9/1/91.

For the purpose of longevity, full-time employment (September-June) as a long-term substitute prior to September, 1983 shall be credited if part of continuous, uninterrupted service.

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.
- E. Effective September 1, 2005, the Committee agrees to establish 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  
Teaching Hours and Teaching Load

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.

- A.
  - 1. The workday of teachers will begin fifteen (15) minutes before the opening of school and will end at dismissal, except as required by the teacher to fulfill professional responsibilities; non-teaching duties assigned before and after school as state in Section J. 1.; or for other meetings called by the administration, principals, or department heads.
  - 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 meetings per year.
  - 4. No meetings shall be scheduled for Fridays or days immediately preceding holidays.
  - 5. Effective September 1, 2005, the student instructional day will be increased by fifteen (15) minutes at the Middle and High Schools. It is agreed that the teachers' work day will not be increased and the added instructional time will not cause an earlier start to the school day.
  - 6. Effective September 1, 2005, the student instructional day will be increased by ten (10) minutes at all elementary schools. It is agreed that the teachers work day will not be increased.

B. 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 total working hours will be equal to those assigned to one level. The definition of an itinerant teacher for the purposes of this contract is a teacher who works in more than one school and reports to more than one principal.

If an itinerant teacher spends 50% or more of his/her time in one (1) building, he/she may be assigned proportional duties in that building, consistent with the teacher's work schedule and assignment.

If the teacher is assigned duties, these should not interfere with the teacher's specific responsibilities, if any, for example, Ch. 766 conferences.

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.

- 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. Personnel other than classroom teachers and itinerant teachers will work at their assigned tasks for at least the length of the regular teacher workday. It is recognized, however, that the proper performance of their duties may require these persons to work longer than the normal working day.
- E. Subject to the provisions of the following paragraph, the work year of teachers (other than new personnel who may be required to attend additional orientation sessions) will be no earlier than September 1 with the students' instructional year (contact days) will start the Tuesday following Labor Day and terminate no later than June 30 but will in no event be longer than four (4) days more than the number of days when pupils are required to be in attendance by state law. 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.
- F. Teachers will have a duty-free lunch period of at least the following lengths:
  - 1. Elementary School, Grades K-5 25 minutes
  - 2. Middle School, Grades 6-8 25 minutes
  - 3. Senior High School, Grades 9-12 25 minutes
- G. In addition to the duty-free lunch period, each teacher in the high and middle schools shall have five (5) preparation or conference periods per week. Elementary teachers shall have preparation time of 225 minutes aggregate per week in blocks of 45 minutes in duration.
- H. The administration will make every effort to provide preparation time to teachers on different days spread out during the week. The administration will make every effort to provide common planning time by grade and/or subject area at every level.
- I. Compensatory time will be arranged for teachers who have expended time beyond the teacher's normal working day for 766 conferences 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.
- J. 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, study hall duty, recess and noon duty, late bus 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.

- a. No classroom teacher will be required to keep a register.
- 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 VII.
- 3. In addition to what is indicated in Subparagraphs 1 and 2 above, 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. All bargaining unit members who serve on committees for district-wide initiatives shall be compensated at an hourly rate which shall be a pro-rata amount of the current per diem.
- K. The administration will make every effort to distribute all work, duties, and assignments as equitably as possible.
- L. Up to the maximum of four (4) days currently specified in this section may be used for purposes of complying with State's minimum number of student instructional hours.

It is not the intent of this agreement to diminish the duty-free lunch period, the five (5) preparation or conference periods per week, or the 225 aggregate minutes of preparation per week for elementary teachers.

#### ARTICLE VIII Textbooks

Recognizing the statutory responsibility of the School Committee for the adoption of textbooks and the professional competence and skills of the staff in relation to textbook selection, the Association and the School Committee agree that the selections of textbooks 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 School Committee.

ARTICLE IX  
Class Size

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

ARTICLE X  
Teacher Evaluation

- 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. Written observation will be based on a period of not less than 20 minutes. Teachers will be given a copy of any evaluation report prepared by their evaluators and will have the right to discuss such report with their evaluators.
- 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. The parties agree that the evaluation process and evaluation instruments identified as Appendix C shall be the evaluation system referred to in this provision and will take effect September 1, 2011.
- G. If continued participation in Race To The Top (RTTT) requires changes in the evaluation instrument the parties will bargain these changes.

ARTICLE XI  
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; and
  7. A separate, private dining area for the use of the staff.
  8. An adequate portion of the parking lot at each school will be reserved for teacher parking.
  9. Telephones in each building for use by the teachers.

ARTICLE XII  
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 Director, Management Services of the time and place of all such meetings; after 5:00 p.m., on school days, on holidays, and on weekends, advance approval of the Director of Business Services will be obtained.
- B. Teachers will have the right to use the athletic facilities and equipment at the schools without cost for personal use. The schedule and other related matters will be arranged in advance with the Superintendent.
- 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 building principal.

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 180 days.

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.

B. Sick Leave Bank:

1. A Sick Leave Bank is established for use by qualified members whose sick leave accumulation is exhausted through prolonged illness and who require additional leave to make full recovery from an extended illness.
2. Each member of the bargaining unit shall submit one (1) sick day from their personal accumulation upon initial entry into the Sick Leave Bank.
3. A Sick Leave Bank will be available only after the informed employee has exhausted his or 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 the President and Vice President of the Association, one will be elected at the teachers' annual meeting, and one member will be appointed by the School Committee, 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 affirmative votes from the Sick Leave Bank Committee. The decision of the Committee shall be final and binding and not subject to appeal.
6. If the amount of days in the Sick Leave Bank is reduced to fifty (50), 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.
7. Application for benefits shall be made to the Sick Leave Bank Committee Chairman. The application may be made prior to a person exhausting all of his own personal sick leave days to expedite benefits.
8. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible member shall not exceed sixty (60) days.
9. Upon completion of the sixty days, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant. No teacher shall be granted more than 180 sick leave days for the same illness by the Sick Leave Bank Committee.
10. The Chairman of the Sick Leave Bank Committee, together with the Superintendent, shall work out the mechanics for reporting the use of Sick Leave Bank days.

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 husband, wife, 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. Physician's Certificate: In cases of disabilities 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 (30) school days, the teacher will provide the administration with certification of illness as required by the form contained in Appendix D.

ARTICLE XIV  
Temporary Leaves of Absence

- A. Funeral Leave:
1. A maximum of five days, with pay, per year, not chargeable to any other leave, may be granted for death in the immediate family on approval of the Superintendent. This allowance is noncumulative. Immediate family means husband, wife, children, father and mother, brothers and sisters, grandfathers and grandmothers, father-in-law and mother-in-law. Of the above five days, a maximum of one day will be allowed for brothers-in-law, sisters-in-law, grandmothers-in-law, grandfathers-in-law.
  2. In addition to the above provisions, a maximum of one additional 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

B. Legal Transactions: Absence with pay may be allowed for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order. Advanced approval by the Superintendent will be required for such absence.

C. Other Absences:

1. An absence with pay of two 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. Teachers requesting personal leave shall submit their request in writing on the form attached as Appendix E.

2. Personal leave may be utilized for personal business that cannot be scheduled other than during normal school hours. Personal 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 along with the Appendix E 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. Individuals covered by this Agreement shall be entitled to utilize an emergency day with pay for observance of a religious holiday when said holiday falls on any scheduled workday when students are in attendance. 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. Religious holidays shall include Good Friday, Orthodox Christian Good Friday, Rosh Hashanah, and Yom Kippur.

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

5. Any unused personal days are rolled into accrued sick days for the following year.

D. 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 1/184th of the annual salary for each day of absence.

E. Reporting procedures: Any teacher absent from duty shall report promptly to the Principal of his or her school the cause of such absences and state its probable duration. Each Principal

shall report these absences immediately to the Superintendent's Office.

Itinerant teachers absent from duty shall report promptly to the principal of the school in which they are based.

- F. 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.
- G. General: The above regulations 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.
- H. 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.

#### 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. 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.
- B. 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 above.
- C.
  - 1. Additional leave without pay may be granted at the discretion of the committee.
  - 2. Upon recommendation by the Superintendent after written recommendation by the applicant's Principal and department head (elementary and middle school - Principal only), an extended leave of absence for one year after seven consecutive full school years of service in the North Andover School System or two years after ten consecutive full school years of service in the North Andover School System may be granted subject to the following condition:

- a. Requests for extended leaves must be received by the Superintendent not later than March 1 and action must be taken on all requests not later than May 1 of the school year preceding the school year(s) for which the extended leave is requested.

D. Maternity

1. General Policies and Rules

- a. As early as possible, any teacher who intends to apply for maternity leave will notify the Superintendent and Principal.
- b. The teacher may continue to perform her duties for a period of time as agreed upon by the teacher and her physician, who shall provide a certificate stating that the teacher is physically capable of performing her job.
- c. 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 reviewed for desired change when deemed necessary.
- d. 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.
- e. 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.

- 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.

E. Child-Rearing Leave

Any member of the bargaining unit may apply for child-rearing leave in accordance with the provisions of D.1. above.

- 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 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.

3. A teacher shall notify the Superintendent not later than March 1 of his/her intent for the following school year while on leave.

F. Adoption Leave

Any member of the bargaining unit may apply for adoption leave. Only the following provisions of D.1. apply to adoption leave:

1. Said member shall be entitled to utilize up to eight weeks of accrued personal sick leave following the date of obtaining physical custody of the child.
2. The provisions of Article XIV, Section B, 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.
4. A teacher shall notify the Superintendent not later than March 1 of his/her intent for the following school year while on leave.

G. Extended Leaves for Health Reasons

1. After five (5) years continuous employment 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.
3. A teacher shall notify the Superintendent not later than March 1 of his/her intent for the following school year while on such leave.

- H. 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 A and B above, shall not accrue towards length of service but neither shall it constitute an interruption of employment.

- I. All requests for extensions or renewals of leaves will be applied for in writing, and all responses will be submitted in writing.

- J. 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 and department head (elementary and middle school - Principal only), 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 February 1 and action must be taken on all requests no later than March 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 in the North Andover School System.
  - 3. Teachers on sabbatical leave will be paid at 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

The parties agree to the following:

- 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;
- C. The application will be forwarded to the Principal and Superintendent by February 1 of the preceding year to 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 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 100%; seniority will accrue on a full-time basis; sick and personal leave will be prorated at 50%; health and other insurance will be available at 100%.
- 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  
Professional Development and Educational Improvement

Philosophy

Both the North Andover School Committee and the North Andover Teachers Association recognize the importance of all teachers continuing to enhance their own 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. Teachers enrolled in approved programs prior to 09-01-92 shall continue to receive one-half reimbursement for all approved courses.
- D. Credit for Advancement on the Salary Schedule
  - 1. Professional development and improvement are recognized through the salary schedule and by means of reimbursement for a portion of tuition costs, for approved graduate credits and for undergraduate college courses (after the Master's Degree) upon recommendation by the Professional Development Council (P.D.C.) and approval of the Superintendent.
  - 2. Graduate credit from degree-granting institutions as well as North Andover in-service credit approved by the P.D.C. will be recognized for reimbursement as well as advancement on the salary schedule.

In-service courses taught and/or taken by North Andover teachers shall be approved by the P.D.C. in accordance with its standards.

Teachers who act as instructors for in-service courses will receive compensation at

the rate of thirty (30) dollars per hour; or have the option to receive one (1) in-service credit per 12.5 hours of classroom instruction; and/or have the option for Professional Development Points (PDP's) according to the guidelines of the D.O.E. 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 and Professional Development Points (PDP's) according to the guidelines of the D.O.E.

Any professional staff member interested in teaching an in-service course should submit the current application form to the P.D.C. for approval. All courses will be evaluated at the end of a school year by the P.D.C. using the Course Evaluation Form. In-service credits will be awarded to participants after the grades and attendance records are received and approved by the P.D.C.

3. Undergraduate credit 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 through the P.D.C. and make a strong case for acceptance of undergraduate credit.

E. Professional Development Council

1. There shall be a professional Development Council composed of members of the Curriculum Steering Committee and the Assistant Superintendent.
2. The Professional Development Council shall have the following duties:
  - a. To assist the Curriculum Steering Committee in planning, organizing, and supervising the Professional Development activities of the North Andover School System.
  - b. To recommend to the Superintendent programs, credits, reimbursement, and movement on the salary columns to be awarded for successful participation in professional development activities.
  - c. To approve in-service courses that are not offered by degree-granting institutions using standards developed by the P.D.C.
  - d. To assure that professional development opportunities for graduate credit are made available when there is sufficient demand on the part of the professional staff.
3. The Professional Development Council 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 P.D.C.

F. Procedure

1. Professional staff interested in applying for course reimbursement and/or

advancement on the salary schedule shall send a written request to the Professional Development Council using the Course Approval Form.

2. The Course Approval Form must be submitted prior to enrolling in the course and in advance of the next scheduled meeting of the Professional Development Council.
  3. The Professional Development Council will review all requests and make a recommendation for either reimbursement and/or advancement on the salary schedule to the Superintendent on the basis of the following criteria:
    - a. System wide-goals;
    - b. course appropriateness for the teaching assignment;
    - c. percentage of the course to be reimbursed (refer to G. of this provision);
    - d. availability of funds;
    - e. whether the teacher requests reimbursement only or credit on the salary schedule or both;
    - f. previous reimbursement support given to the teacher;
    - g. any other factors relevant to the situation.
  4. The Superintendent will make the final decision based upon the above criteria after receipt of a positive recommendation from the P.D.C. The Superintendent's decision will be final.
  5. The Superintendent will approve reimbursement or credit on the salary schedule after the teacher has provided evidence of successful completion of the approved course.
- G. The Committee will reimburse up to \$500.00 dollars per teacher per year towards the tuition for courses approved by the Superintendent. 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 Professional Development Council and the Superintendent.
- H. For the duration of the agreement, no teacher shall be required to take any course for salary advancement.
- I. The terms and conditions for movement from Master's Column to Master's +15 Column and from Master's +30 to Master's +45 are set forth in Article XVIII - Professional Development.

Graduate course credits towards the salary schedules of Master's +15, Master's +30, Master's +45 and Master's +60 will be given only for courses taken subsequent to receipt of Master's Degree and approved according to the provisions of this Article XVIII, Professional

Development, and the Superintendent.

- J. Each new teacher, within six months of entering the school system, will submit to the Superintendent his record of all previous courses taken for which he 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, the teacher taking the course receives a satisfactory grade.

ARTICLE XIX  
Protection

- A. Teachers will immediately report, in writing, all cases of assault suffered by them in connection with their employment to the building Principal.
- B. 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.
- B. 2. The Superintendent will post a notice in each school building that will:
  - a. encourage all staff to report matters of health and safety to their supervisors and
  - b. describe the process that the administration will follow to address any reported health/safety issues in that building.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his 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.
- D. 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 XX  
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: The Committee agrees to the following, in compliance with Chapter 32B of the Massachusetts General Laws:
1. The following co-pay changes will take effect to HMO Blue (or any other health maintenance organization) 60 days subsequent to ratification of these provisions by all other municipal and school bargaining units:
    - Doctor office visit co-payments will increase from \$5.00 per visit to \$10.00 per visit;
    - Emergency room co-payments will increase from \$25.00 to \$50.00 per use;
    - A three-tier prescription drug program will take effect of : \$10.00 - \$20.00 - \$35.00 depending upon the prescribed drug.
  2. Effective September 1, 2011, the employee contribution to the HMO Blue (or any other health maintenance organization) will increase as follows:
    - Family coverage will increase to 20%.
    - Individual coverage will increase to 20%.
  3. Effective September 1, 2012, the employee contribution to the HMO Blue (or any other health maintenance organization) will increase as follows:
    - Family coverage will increase to 25%.
    - Individual coverage will increase to 25%.
- 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 company resulting in one 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 XXI  
Dues Deductions and Agency 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 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 B) 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.
- C. The District shall be notified in writing at least thirty (30) days prior to the effective date of any change in membership rates, and new authorization statements must be filed by all involved.
- D.
  - 1. 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 day following the beginning of his employment or on the effective date of this Agreement, whichever is later, pay a 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. 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.

An employee paying the agency 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.
  - 2. If any employee files a complaint regarding the fee at the Labor Relations Commission, he/she must place the agency fee monies in an escrow account awaiting results of the complaint.
  - 3. 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 assure that the employee complies with this provision.
  - 4. The Association shall indemnify the School 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 XXII

### General

- A. There will be no reprisals of any kind taken against any teacher by reason of his membership in the Association or participation in its lawful activities.
- B. There shall be no negotiation meetings between the Committee and/or administrators and the Association during a school day.
- C. Teachers will be entitled to full rights of citizenship.
- D. 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.
- E. 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.
- 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.
- G. 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.
- H. There shall be no strike, work stoppage, slowdowns, or withholding of services during the duration of this Agreement as provided by law.
- I. Copies of the Agreement will be printed at the joint expense of the Committee and the Association.
- J. 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 Committee shall consist of the President, Vice-President, and Chairperson of the

Professional Rights and Responsibilities Committee for the Association and the Superintendent, Assistant Superintendent, and other administrators, as needed, for the 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.

K. 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.

L. 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.

## ARTICLE XXIII

### 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 60 years or more, and with a minimum of 20 years in the North Andover School System, after submitting notice of intent to retire

within three years or less, will receive an additional \$1,000 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 must be returned.
3. The benefit will only be paid for a maximum period of three years.

C. Early Retirement: A teacher on maximum who has attained the age of 55, but has not reached 60 years of age, and who has 10 years of service in the North Andover Public Schools shall be eligible for a salary adjustment of \$4,000 as follows:

1. A teacher who gives written notice to the Superintendent of Schools of his/her retirement one school year in advance (prior to September 1st of his/her final school year) shall be paid the additional money prorated over the final year of service.

D. Early Retirement Options

1. Emeritus Status

Upon a teacher's retirement, the District may offer paid emeritus status to a retired North Andover teacher. If the District wishes to retain the services of a teacher, the following conditions shall prevail and will be agreed to by the District and the teacher:

- a. The length of the emeritus status.
- b. Compensation, which shall be equal to the difference between the teacher's retirement income and what that teacher was being paid on the Salary Schedule at the time of retirement.
- c. Benefits as determined by the Administration and the teacher.
- d. Other conditions, such as number of sections, students, class meetings, or hours or days per week; advisory and administrative responsibilities.
- e. Extensions of or amendments to each teacher's individual emeritus agreement may be made by the joint consent of the Administration and the teacher.

2. Transition Leave

Transition leave may be granted to a teacher at the Superintendent's discretion for the purpose of exploring other career options. To qualify for a transition leave, a teacher must have attained the age of 50 years of age and served ten (10) or more

consecutive full years in the North Andover school system.

Teachers may choose one from among the following leaves:

- a. One year leave of absence under the following conditions:
  - (1) Reimbursement for the costs of the health insurance premium during the period of the leave by the District;
  - (2) a stipend amount of \$10,000 and;
  - (3) a resignation, submitted at the time of requesting said leave by the North Andover teacher, to take effect at the completion of the leave.
  
- b. One year leave of absence with a guarantee of a position at the termination of the leave under the following conditions:
  - (1) The North Andover teacher requesting said leave will be reimbursed for the full amount of the health insurance premium paid by the teacher during the period of the leave if he/she submits a resignation to the District effective at the culmination of the leave.
  - (2) If the North Andover teacher chooses to return to the North Andover schools, the costs for the health insurance premiums will not be reimbursed by the Committee; however, the Committee will guarantee a position to the teacher at the culmination of the leave.
  
- c. Two year leave of absence under the following conditions:
  - (1) The North Andover teacher requesting said leave will be reimbursed for the full amount of the health insurance premium paid by the teacher during the period of the leave if he/she submits a resignation to the Superintendent effective at the culmination of the leave.
  - (2) If the North Andover teacher chooses to return to the North Andover schools, the District will be under no obligation to guarantee an available position nor shall the Committee reimburse the teacher for the health insurance premium.

#### ARTICLE XXIV

#### Acceptance of Non-Resident Teachers' Children in the North Andover Schools and Other School Programs

- A. 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.

B. Teachers, their spouses, and dependent children may enroll in the following programs as stated:

1. Summer School

- a. Academic Programs Free for teachers.
- b. Summer Camp Program Teachers do not pay the % of the fee which would go to the school system.
- c. Enrichment Using Vendors Teachers will pay cost of vendor (for example, \$125 fee for horseback riding: vendor gets \$115, teacher pays \$115).
- d. Enrichment Not Using Vendors Free for teachers (except for ancillary costs, for example, such as T-shirts for silkscreening).

2. EXCEL

- a. Vendor Programs Teacher pays cost of vendor and ancillary costs (for example, for skiing-pay for lessons and buses).
- b. Enrichment Free for teachers (except for ancillary costs, for example, such as text for SAT review).

3. Extended Kindergarten

a. Fees for Teachers

The Association will have a voucher of \$1500 to be used on a pro-rated basis, depending on the number of teachers' children in the program and the number of days each week a teacher's child is enrolled in the program.

b. Registration

Registration for Extended Kindergarten is done in March--at the same time

that Kindergarten registration is held.

- 4. Evening School
  - a. Men's & Women's P.E. Free to teachers.
  - b. Driver Education Free to teachers.

Note: (Per Committee policy, staff pays only 50% of fees for the program). Such enrollment in any program is contingent upon "space availability," and such enrollment shall not be a consideration as to whether the particular course will be conducted.

- C. Community programs not applicable to the language in Article XXIV B:
  - 1. North Andover's Alternative Evening High School
  - 2. Before and After-School Day Care

ARTICLE XXV  
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 following groupings:
  - K-6
  - 7-12
  - Specialists
- 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.

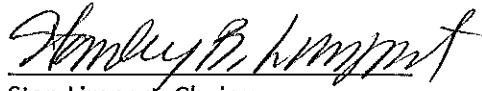
3. Longevity of the Teacher in the North Andover Public Schools: The criteria for determining longevity will be the first working day in the school system and then the date of employment. If the date of employment is the same for two or more teachers, the date and order of recommendation to the Committee 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 certified to teach in such groupings/disciplines and have taught at least one (1) full year in that grouping/discipline in the last ten (10) years and are willing to undertake a directed course of study that will be reimbursed for tuition and registration fees by the Committee [no more than two (2) courses].
- 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 medical 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 ten (10) years and are willing to undertake a directed course of study that will be reimbursed for tuition and registration fees by the Committee no more than two courses. The School Committee will notify the Association of all openings. It is the responsibility of the teacher to notify the Superintendent of his intention to resume employment. The refusal on the part of a teacher to accept a permanent recall position shall constitute a forfeiture of all recall rights.

#### ARTICLE XXVI

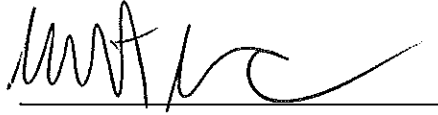
##### Duration

- A. This Agreement shall remain in effect from September 1, 2011 to and including August 31, 2014.
- B. Renegotiation: Not later than October 1, 2013, the Committee and the Association shall enter into negotiations over a successor Agreement on all matters concerning wages, hours, standards of productivity and performance, and any other terms and conditions of employment as required by Section 6 of Chapter 150E of the General Laws of Massachusetts.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this first day of September, 2011.



Stan Limpert, Chairman  
North Andover School Committee



Rob Nardone, President  
North Andover Teachers Association

## Appendix A

### Bachelor's Schedule

	<b>Sept. '11</b>	<b>Sept. '12</b>	<b>Sept. '13</b>
<b>Step</b>	<b>0.5%</b>	<b>3.0%</b>	<b>1.0%</b>
1	37,760	38,893	39,282
2	39,981	41,180	41,592
3	42,203	43,469	43,904
4	44,731	46,073	46,534
5	47,198	48,614	49,100
6	50,252	51,759	52,277
7	52,452	54,025	54,566
8	56,324	58,014	58,594
9	60,198	62,004	62,624
10	62,294	64,163	64,805
11			66,730

### Master's Schedule

	<b>0.5%</b>	<b>3.0%</b>	<b>1.0%</b>
<b>Step</b>			
1	42,570	43,847	44,285
2	44,847	46,192	46,654
3	47,117	48,530	49,016
4	49,677	51,167	51,679
5	52,236	53,803	54,341
6	55,369	57,030	57,600
7	57,636	59,365	59,959
8	61,788	63,641	64,278
9	65,939	67,918	68,597
10	68,236	70,283	70,986
11			73,094

### Master's + 15 Schedule

	<b>0.5%</b>	<b>3.0%</b>	<b>1.0%</b>
<b>Step</b>			
1	43,614	44,923	45,372
2	45,901	47,278	47,751
3	48,190	49,636	50,132
4	50,766	52,289	52,812
5	53,340	54,940	55,490
6	56,491	58,186	58,768
7	58,773	60,536	61,141
8	62,993	64,883	65,532
9	67,272	69,290	69,983
10	69,615	71,703	72,420
11			74,571

**Master's + 30 Schedule**

	<b>Sept. '11</b>	<b>Sept. '12</b>	<b>Sept. '13</b>
<b>Step</b>	<b>0.5%</b>	<b>3.0%</b>	<b>1.0%</b>
1	44,662	46,002	46,462
2	46,963	48,372	48,855
3	49,266	50,744	51,251
4	51,856	53,412	53,946
5	54,448	56,082	56,642
6	57,611	59,340	59,933
7	59,914	61,711	62,328
8	64,268	66,196	66,858
9	69,288	71,367	72,081
10	71,701	73,852	74,591
11			76,806

**Master's + 45/CAGS Schedule**

<b>Step</b>	<b>0.5%</b>	<b>3.0%</b>	<b>1.0%</b>
1	45,941	47,319	47,792
2	48,265	49,713	50,210
3	50,594	52,112	52,633
4	53,210	54,806	55,354
5	55,831	57,506	58,081
6	59,030	60,801	61,409
7	61,359	63,199	63,831
8	65,872	67,848	68,526
9	71,326	73,466	74,201
10	73,810	76,024	76,785
11			79,065

**Master's + 60 Schedule**

<b>Step</b>	<b>0.5%</b>	<b>3.0%</b>	<b>1.0%</b>
1	47,227	48,644	49,130
2	49,577	51,064	51,575
3	51,932	53,490	54,024
4	54,580	56,218	56,780
5	57,224	58,941	59,531
6	60,458	62,272	62,895
7	62,816	64,700	65,347
8	67,486	69,510	70,205
9	73,515	75,720	76,477
10	76,075	78,357	79,141
11			81,491

**Master's + 75/Doctorate Schedule**

<b>Step</b>	<b>Sept. '11</b>	<b>Sept. '12</b>	<b>Sept. '13</b>
	<b>0.5%</b>	<b>3.0%</b>	<b>1.0%</b>
1	48,455	49,909	50,408
2	50,866	52,392	52,916
3	53,282	54,881	55,430
4	55,999	57,678	58,255
5	58,712	60,474	61,078
6	62,030	63,891	64,530
7	64,449	66,383	67,047
8	69,240	71,317	72,030
9	75,426	77,688	78,465
10	78,052	80,394	81,198
11			83,610

PER DIEM

Effective September 1, 2005, the per diem rate will increase to \$193.00 dollars for work performed beyond the regular work year.

Effective September 1, 2006, the per diem rate will increase to \$198.00 dollars for work performed beyond the regular work year.

Effective September 1, 2007, the per diem rate will increase to \$204.00 dollars for work performed beyond the regular work year.

SUPERVISORY RATIO SCHEDULE

Position	Salary Schedule Status Plus Ratio
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**DEPT. HEAD COORDINATORS, LEAD TEACHERS AND HEAD TEACHERS**

**High School - Ratio of 1.11**

English Department Head	Science Department Head	Social Studies Department Head
Foreign Lang. Department Head	Math Department Head	
	Phys. Ed. Department Head	

**Middle School - Stipend of \$5,000**

Language Arts Coordinator	Social Studies Coordinator
Science Coordinator	Math Coordinator

**Elementary - Ratio of 1.08**

Special Needs Department Head	Head Teacher, Franklin
Head Teacher, Bradstreet	Head Teacher, Kittredge
Head Teacher, Atkinson	Head Teacher, Sargent (2)
	Head Teacher, Thomson

**Special Needs Ratio of 1.11**

Special Needs Department Head	High School, Middle School, and Elementary Schools
-------------------------------	---

**OTHER POSITIONS**

Lead Teacher (High School Alternative Education)	1.07
Lead Teacher (Integrated Pre-School)	.05 of Step 8 on the Master's Schedule
Lead Teacher (Music)	\$3,000 base adjusted with increases each year of the agreement, in addition to regular step placement.

Lead Counselor (Elementary School)	.05 of his/her appropriate step in addition to the regular ratio of 1.07
Guidance Counselors	1.07*
Middle School Psychologist	1.07*
High School Psychologist	1.07*
Out of District Placement Coordinator	1.07

\* These positions require that the work year include an extra five (5) days more than the regular work year of the teachers as specified in Article VII E.

#### EXTRA STIPEND SCHEDULE

- A. Experience in a given activity is recognized up through a maximum of ten years. Each year of experience is equivalent to a state percentage as indicated in the following table and applied to the base stipend for the specific years.

Years of Experience	1	2	3	4	5	6	7	8	9	10
Percentage	2	4	6	8	10	12	14	16	18	20

- B. Provision for Revision:

If adjustments are required in the stipend schedule or if there are activities that may require a stipend, the following procedure shall be used: A written request will be submitted to the appropriate principal by October 1 of the school year prior to the year in which the adjustment/stipend is desired to take effect. If the principal decides to support the request, the request will be included in the principal's annual budget that is submitted to the school committee for its review and approval.

- C. Stipend Study Committee

The parties agree to form a Stipend Study Committee comprised of 3 members of the Association and 2 members appointed by the School Committee to review stipend positions, the need, if any, for new stipend positions, and the amount of the stipend. The Stipend Study Committee will report to the School Committee and the Association by June 30, 2011. The amount of any stipend for new positions shall be subject to collective bargaining.

EXTRA STIPEND TABLE

<u>SPORT</u>	<b>BASE 2011-2012</b>
<b>BASEBALL</b>	
VARSITY	\$5,222
J.V.	\$3,180
FRESHMAN	\$3,180
<b>SOFTBALL</b>	
VARSITY	\$5,222
J.V.	\$3,180
FRESHMAN	\$3,180
<b>TENNIS</b>	
BOYS	\$3,184
GIRLS	\$3,184
<b>TRACK</b>	
Varsity	\$4,589
Varsity	\$4,589
J.V.	\$2,643
J.V.	\$2,643
J.V.	\$2,643
<b>TRAINER</b>	\$13,159
<b>MANAGER</b>	\$5,988
<b>LACROSSE BOYS</b>	
HEAD	\$5,221
ASSISTANT	\$3,179
ASSISTANT	\$3,179
<b>LACROSSE GIRLS</b>	
HEAD	\$5,221
ASSISTANT	\$3,179
<b>BOYS BASKETBALL</b>	
VARSITY	\$6,660
J.V.	\$4,021
FRESHMAN	\$4,021

<b>GIRLS BASKETBALL</b>	
VARSITY	\$6,660
J.V.	\$4,021
FRESHMAN	\$4,021
<b>ICE HOCKEY</b>	
VARSITY	\$5,222
ASSISTANT	\$3,179
<b>SKIING</b>	
VARSITY	\$4,593
J.V.	\$2,647
<b>WRESTLING</b>	
VARSITY	\$5,222
J.V.	\$3,179
<b>GYMNASTICS</b>	\$4,580
<b>SWIMMING</b>	
VARSITY	\$4,580
J.V.	\$2,637
<b>INDOOR TRACK</b>	
VARSITY	\$4,580
ASSISTANT	\$2,637
ASSISTANT	\$2,440
<b>CHEERLEADING</b>	
2 SEASONS	\$6,340
<b>FOOTBALL</b>	
VARSITY	\$9,100
1ST ASST.	\$4,922
2ND ASST.	\$4,572
J.V.	\$4,572
FRESHMAN	\$3,875
ASS'T FRESHMAN	\$2,485
<b>BOYS SOCCER</b>	
VARSITY	\$5,222
J.V.	\$3,180
FRESHMAN	\$3,180
<b>GIRLS SOCCER</b>	

VARSITY	\$5,222
J.V.	\$3,180
FRESHMAN	\$3,180

**FIELD HOCKEY**

VARSITY	\$5,222
J.V.	\$3,180
FRESHMAN	\$3,180

**CROSS COUNTRY**

VARSITY	\$5,222
ASSISTANT	\$3,180

<b>GOLF</b>	\$3,170
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**VOLLEYBALL**

VARSITY	\$5,167
J.V.	\$3,116

**HIGH SCHOOL**

HEALTH CLUB	\$1,311
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**BASE**

**ACTIVITY**

**2011-2012**

Class Freshman (2)	\$2,776
Class Sophomore (2)	\$2,776
Class Junior (2)	\$3,044
Class Senior (2)	\$4,499
Connections	\$1,391
Drama Coach	\$5,476
Drama Assistant	\$2,783
Heal	\$1,391
Honor Society	\$2,249
Literary Magazine	\$1,391
Math Team	\$2,155
Newspaper	\$2,880
SADD	\$1,391
Science Team	\$1,391
Spirit Club	\$3,237
Student Council	\$3,237
Yearbook	\$3,237
Yearbook, Ass't.	\$3,237

**Music**

Band Camp Assistant	\$1,391
Elementary Band	\$1,391
Band Director	\$8,989
Band Ass't.	\$1,391
Percussion Instructor	\$2,002
Middle School Jazz Band	\$1,313

**Middle School**

Middle School Drama	\$3,775
Middle School Ass't. Drama	\$1,391
Odyssey	\$2,704
Star Task Force	\$3,237
Student Council	\$1,391
Math Counts	\$874
Sixth Grade Drama	\$2,622
Yearbook Advisor	\$1,311

NOTE: All stipends are calculated on completion of a full schedule. In some cases, for example Freshman sports, stipends are adjusted to reflect a shorter schedule.

APPENDIX B

DUES AUTHORIZATION CARD

Name \_\_\_\_\_ School \_\_\_\_\_

I hereby request and authorize the North Andover School Committee to deduct from my earnings the amounts listed below for regular payment of membership dues as specified. 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.

North Andover Teachers Association \$ \_\_\_\_\_

Massachusetts Teachers Association \$ \_\_\_\_\_

National Education Association \$ \_\_\_\_\_

TOTAL DUES DEDUCTION AUTHORIZED \$ \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(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.)

APPENDIX C  
EVALUATION

The parties agree that the evaluation process and instruments developed as a result of the Joint Evaluation Committee's deliberations held during the Spring of 2011 will comprise the process and instruments referred to in Article X of this Agreement.

APPENDIX D  
PHYSICIAN'S REPORT

Teacher's Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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Nature and frequency of treatment

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

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

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Physician's Signature: \_\_\_\_\_

APPENDIX D-1

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 E

REQUEST FOR PERSONAL LEAVE

I request pursuant to Article XIV of the Agreement, a personal leave day on \_\_\_\_\_  
(date/s).

The purpose of personal leave is to attend to personal business that cannot be scheduled other than during normal school hours. Personal 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

\_\_\_\_\_  
Signature of Teacher

Approved

Not Approved

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Superintendent)

## APPENDIX F

### LETTER OF AGREEMENT

#### INCLUSION

The parties agree that the best education for all students is the primary goal of both parties. In view of that goal, the parties agree that the following principles and guidelines described in the Special Education Three-Year Plan should apply when students with significant special needs are included in regular education classrooms.

Since some teachers may have particular skills, knowledge, or a desire to work with a student with certain needs, volunteers should be sought before assignments are made.

1. Training is important to successful inclusion. The administration has and will continue to provide training in areas that could be beneficial to special and regular education teachers working with such students. Areas/topics recommended by the faculty, the Joint Task Force on Inclusion, building principals, and the Special Education Administrator will be given to the Professional Development Council for possible incorporation into the professional development offerings of the school system.
2. The parties acknowledge that proper implementation of the Inclusion program is best served when professional collaboration is encouraged and the individuals involved with the delivery of the program are directly involved in its planning. To this end, the parties agree that the District Wide Special Education Transition and Staffing Annual Review Procedures (as outlined in the School District's Special Education Procedural Guide) will be followed for classroom assignments of children with special education needs. This process will be reviewed annually and revised based on input from the principals, faculty and Administrator of Special Education. When assigning building duties, the principal will take into consideration the requirements placed on teachers by the Inclusion program.
3. The regular education classroom teacher of a student in need of special education shall be a member of the I.E.P. Team for purposes of developing an Individual Education Plan that meets the student's needs and is designed to enable the child to be involved in and progress in the general curriculum when appropriate. The regular education teacher should have access to the student's I.E.P. at any time. In the event the TEAM meeting is held outside the regular school day, the teacher will be consulted as to availability for the meeting.

4. In conjunction with the faculty, the principal will work toward the scheduling of common planning time for the coordination of service delivered to students in the inclusion classroom.

The parties agree to form a Joint Task Force on Inclusion. The Task Force will consist of equal representation between the Administration/School Committee and Association. The Task Force will develop recommendations based upon input from each of the buildings as to the areas which need to be addressed. One goal will be to measure the implementation of inclusion and the impacts upon the teachers in such areas as time for joint planning during the school day; training of the teachers as requested; adjustment of class sizes; etc.

The parties agree to modify the current Appendix F to include the following provisions concerning the Joint Task Force on Inclusion:

1. A Facilitator will be used when five (5) focus groups meet to discuss their perspective(s) of the Inclusion model and its effectiveness within the North Andover school system.
2. The five (5) focus groups will be comprised of:
  - a. Teachers – special education teachers and classroom teachers;
  - b. Parents – those with special education children and those who do not have any children in the program;
  - c. Administrators

There will be \_\_\_\_\_ representatives of each constituency at each meeting.

3. A final meeting will be convened by the facilitator with all participants in attendance. The purpose of this meeting will be to produce written recommendations to be forwarded to the Superintendent.
4. The recommendations will be forwarded not later than \_\_\_\_\_.
5. This agreement does not affect prospective modifications to the agreement concerning the Inclusion model.

APPENDIX G

REQUEST FORM FOR MATERNITY LEAVE

Superintendent of Schools

Principal of \_\_\_\_\_ School  
North Andover, Massachusetts

Dear \_\_\_\_\_:

This letter is to request a Maternity Leave. My child is expected on \_\_\_\_\_(month), \_\_\_\_\_  
(year).

It is my intention to request a leave of absence commencing on \_\_\_\_\_. I plan  
to use my personal sick leave for the period of disability.

A statement from my physician is attached to this letter.

Signature of Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

N.B. It is the responsibility of the teacher to request the continuation of health insurance at the  
termination of the 12-week leave.

04-05 contract