

CONTRACT

between the

ANDOVER BOARD OF EDUCATION

and the

ANDOVER EDUCATION ASSOCIATION

July 1, 2025 - June 30, 2029

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PREAMBLE

- A. This Agreement is negotiated under Sections 10-153a through 10-153g of the Connecticut General Statutes (the "Statutes"), as amended, in order to fix for its term, the salaries and all other conditions of employment provided herein.
- B. Previously adopted policies, rules, or regulations in conflict with this Agreement are superseded by this Agreement. Any changes to this Agreement shall only be made upon mutual agreement and shall be in writing. Any reference to Superintendent herein shall include the position of Principal/Superintendent.

ARTICLE 1 **Recognition**

The Andover Board of Education (the "Board") hereby recognizes the Andover Education Association (the "Association") as the exclusive representative of all certificated personnel or those holding a Durational Shortage Area Permit ("DSAP") other than certified school administrators as defined by Section 10-153b of the Statutes and temporary substitutes, pursuant to an agreement between the Board and the Association executed on November 2, 1965.

- A. Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of this Agreement, except as follows:
 - 1. A DSAP holder shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment with the Board.
 - 2. The Board shall have the right, in its sole discretion, not to renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 - 3. DSAP holders shall have no bumping rights or recall rights under this Agreement.

ARTICLE 2 **Negotiations**

The Board and the Association shall conduct negotiations in accordance with the current Statutes in order to reach agreement concerning salaries and other conditions of employment mutually agreed to be negotiable by the parties or legally determined to be within the scope of the statutory definition of conditions of employment. Any agreement so negotiated shall apply to all teachers exclusive of short-term substitutes (employees who occupy a position requiring certification for a period of less than 40 consecutive days) and shall be reduced to writing and signed by the Board and the Association.

ARTICLE3
Grievance Procedure

- A. Purpose: It is desirable that all grievances be resolved informally at the earliest possible stage of this procedure. However, it is recognized that a procedure must be set forth without any fear of discrimination because of its use.
- B. Definitions:
1. "Grievance" shall mean a claim based on an alleged misapplication or misinterpretation of one or more specific provisions of this Agreement.
 2. "Grievant" shall mean a teacher whose rights under the specific language of this Agreement allegedly have been violated or for whom allegedly there has been a misapplication or a misinterpretation of one or more specific provisions of this Agreement.
- C. The Informal Procedure shall be used initially to resolve a grievance. as follows:
1. Before submission of a written grievance, the grievant must attempt to resolve the problem informally through discussion with the appropriate Administrator (Principal, Director of Special Education or the Superintendent).
 2. The procedure must be initiated within seven school days of the time the grievant becomes aware of the cause of the grievance.
- D. If not satisfied, the grievant may initiate the Formal Procedure. as follows:
1. A grievance shall be deemed waived unless the grievant submits the written grievance within 20 school days after the grievant knew of the events or conditions on which the grievance is based.
 2. The grievant may initiate a written grievance (see suggested Grievance Forms A through E, attached in Appendix A) with the Principal. The grievant must state the provision or provisions of this Agreement that have been allegedly misinterpreted or misapplied and the circumstances giving rise to the grievance. The Principal shall, within 10 school days after receipt of the written grievance, render his/her decision and the reasons therefor in writing to the grievant.
 3. If the grievant is not satisfied with the disposition of his/her grievance by the Principal, he/she may, within 10 school days after the Principal's decision, file his/her written grievance with the Superintendent. The Superintendent shall, within 25 school days, meet with the grievant and Association representative(s), if the grievant so desires, for the purpose of resolving the grievance. The Superintendent shall render his/her decision and the reasons therefor in writing to the grievant within 10 school days of said meeting.

4. If the grievant is not satisfied with the disposition of his/her grievance by the Superintendent, he/she may, within five school days after the decision, file his/her written grievance with the Board. The Board shall, within 15 school days, meet with the grievant and Association representative(s), if the grievant so desires, for the purpose of resolving the grievance. The Board shall render its decision and the reasons therefor in writing to the grievant within 10 school days of the hearing.
5. If the grievant is not satisfied with the disposition of his/her grievance by the Board, the grievant may, within five school days after the decision by the Board, request in writing to the President of the Association that his/her grievance be submitted to arbitration. The Association may, within five school days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. The Chair of the Board and the President of the Association shall, within 10 school days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the Board and the Association are unable to agree upon an arbitrator within 10 school days, the Association shall file a grievance with the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall, within 30 days after his/her hearings are completed, render his/her decision in writing to all parties in interest, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator may only hear and decide a grievance based upon an alleged misapplication or misinterpretation of this Agreement. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be binding on both parties. Fees and expenses of the arbitrator shall be borne equally by the Board and the Association.

6. A copy of all written grievances and decisions and reasons shall be provided for the Association.
7. A grievance not referred to the next highest level by a grievant within the prescribed timelines shall be considered acceptance of the previous decision.
8. In the event a grievance is not answered within the prescribed time limits, a grievant has the right to automatically proceed to the next level.

ARTICLE 4 **Teacher Salaries**

- A. The salaries of all teachers covered by this Agreement are set forth in the teacher salary schedules which are attached hereto in Appendix B.

Members of the Association shall be compensated in accordance with the salary schedules set forth in Appendix B attached. Such salary shall be based upon the following work year: 186 days.

If the school year is lengthened by adding non-student days, the Board shall provide written notice to the Association within five school days of the Board's/Administration's decision to increase the number of non-student days.

Negotiations over the impact of such a Board/Administration decision to increase the number of non-student days shall commence within 10 school days of the written notice mentioned above. Negotiations shall continue for 30 school days. If no agreement is reached within 30 school days, the dispute shall be referred to binding arbitration under the rules of the American Arbitration Association. The arbitrator shall be empowered to make a decision based upon the last best offer of each of the parties and shall be guided by the six statutory guidelines contained in Section 10-153f(c)(4) of the Statutes.

Agreement to the above procedure is without prejudice to the Association's position as to the monetary value of a non-student day.

2. The average school day shall be seven and one-half hours in length. If the school day is lengthened, except for de minimis changes, the Board shall compensate members of the Association at a rate of compensation based upon a prorating of their annual salaries equal to a percentage of the time the school day is extended. Hours shall be: 7:50 a.m. -3:20 p.m.
3. Teachers shall attend, without pay, the following monthly meetings, which shall not exceed 45 minutes in length: one administrative meeting and one team meeting. Other meetings may be held by mutual agreement of the Principal/Superintendent and the Association's President(s).

B. All teachers shall have the option of being paid on either a:

1. 10-month basis, or
2. 12-month basis, with the remaining payments due on June 30th.

The pay period shall begin on the first day of the teacher work year and on regular intervals of two weeks thereafter.

C. The teacher shall designate his/her preference prior to the end of the previous school year (see Appendix C). Salaries will be paid every two weeks on Thursday. Such payment shall be made in equal installments commencing with the initial payment in September. Any changes that need to be made pertaining to payroll, such as direct deposit, must be submitted by August 15th to the School's Business Manager. Any changes made after that date will take effect in the second payroll check. The first paycheck will be on the first Thursday after certified staff return to work, with all subsequent paychecks to follow the school payroll schedule. All employees are required to participate in direct deposit with unlimited designations to a financial institution. The requisite form shall be completed by the employee and submitted to the Superintendent or his/her designee.

- D. Teachers absent from school as a result of personal injury arising out of employment shall be paid the difference between regular net salary and worker's compensation for a period not to exceed one school year. Such absence shall not be charged against annual or accumulated sick leave.
- E. The salary deductions for each day of absence beyond those allowed with pay shall be **1/186th**.
- F. Extracurricular activities for which extra compensation shall be paid, and the amount of such compensation is set forth in Appendix D, which is attached hereto and made a part of this Agreement.
- G. When a part-time teacher is required by the school Administration to work additional hours for scheduled in-service days or preschool screening, and parent/teacher conference days, the teacher shall be paid for the additional time worked during the school day at the part-time teacher's hourly rate.
- H. All teachers performing additional work beyond the regular school day or year, not including committee work that shall remain voluntary, shall be compensated at a rate of \$50 per hour.
- I. A contract may be terminated by mutual consent at any time. It may be terminated by the Board for cause as provided by statute. The teacher may resign for good reason by submitting at least 30 days' written notice.

ARTICLES
Degree Definitions

- A. The teacher salary schedules listed in this Agreement shall be interpreted and applied in accordance with the following:
 - 4th Year - A baccalaureate degree earned at an accredited college or university.
 - 5th Year - A master's degree from an accredited college or university. (Those teachers, if any, on the MA lane, holding a BA +30 shall not be reduced in pay if hired prior to July 1, 2021.)
 - 6th Year - A "Sixth-Year Certificate," a second master's degree, the completion of 30 credits beyond a master's degree, or a master's degree that required 60 credits in any case from an accredited college or university.
- B. Courses leading to the 5th- and/or 6th-year salary schedule placements must be approved by the Superintendent and must be in a program of studies approved in advance by the Superintendent. Credits to be recognized for placement at the 5th- or 6th-year level must be taken subsequent to the completion of the previous level.

- C. Teachers must give satisfactory evidence of any degree change to the Superintendent prior to September 1 of the school year for movement from one salary level to another during that school year.
- D. Upon completion of 15 credit hours toward an approved 5th-year or 6th-year program of study, the teacher will qualify for movement to the 4th-year+ 15 or the 5th-year+ 15 salary schedule.
- E. Notification of a request for upgrading must be provided to the Superintendent in writing by December 15 of the school year preceding the school year for which the upgrading is requested. Forms that provide for such notification shall be distributed by the Superintendent's office no later than the first school day in December.

ARTICLE6

Placement on the Salary Schedule

All teachers shall be placed on the appropriate step on the salary schedule, taking into consideration the following:

- A. Degree status as defined in Article 5 above, "Degree Definitions."
- B. Credit as approved by the Board for previous teaching experience in public, private (if certificated), and military dependency schools, and for active service in the Armed Forces of the United States or government service, such as the Peace Corps or Vista. Intermittent or short-term substitute service will not be credited as previous teaching experience.

ARTICLE7

Tuition Reimbursement

With the advance approval of the Superintendent, the Board will reimburse teachers for the full tuition cost of their successful completion of up to two graduate courses per year, at a maximum of \$600 per course to a maximum of \$1,200 total per year, with "successful completion" being defined as the teacher's earning of a grade of B- (or its equal) or better, except in pass/fail courses (for which a pass is acceptable). Such tuition reimbursement is available to teachers who hold a State of Connecticut standard-, permanent-, or professional-educator certificate. A teacher who intends to take advantage of tuition reimbursement shall notify the Board of his/her intention and the anticipated tuition costs by December 15 of the fiscal year preceding the fiscal year in which he/she plans to apply for tuition reimbursement.

ARTICLES

Insurance Benefits

- A. High Deductible Plan with Health Savings Account ("HSA')

A Health Reimbursement Arrangement ("HRA") shall be made available for any teacher who is precluded from participating in a Health Savings Account ("HSA") because the teacher received Medicare and/or veterans' benefits. The HRA will allow for any teacher's unspent funds to rollover from year to year. The teacher will have access to those funds until the point that he/she terminates

employment, at which point any unspent funds revert back to the School District. The annual maximum reimbursement by the Board for a teacher who participates in the HRA shall not exceed the dollar amount of the Board's annual HSA contribution for a teacher who is enrolled in the HSA.

Premium cost share, based on the premium and Board contribution to the deductible:

Year 1 =	16.25%	2025-26
Year 2 =	18.5%	2026-27
Year 3 =	20.75%	2027-28
Year 4 =	23%	2028-29

IN NETWORK

\$0 preventive co-payment

Annual deductible \$2,000 single, \$4,000 aggregate family

Coinsurance 100% after deductible

Cost share maximum \$5,000 single, \$6,850 family (includes deductible and RX co-pays). Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$5/25/40. RX Quantity Limits, Step Therapy Required (will also be included in a summary sheet prepared by consultant).

Unlimited maximum

OUT OF NETWORK

\$2,000 single, \$4,000 aggregate family

Coinsurance 20%

Coinsurance maximum \$2,000 single, \$,000 aggregate family

Cost share maximum \$5,000 single, \$10,000 family (includes deductible and RX co-pays). Following exhaustion of the deductible, prescription drugs shall be subject to post-deductible co-payments of \$5/25/40. RX Quantity Limits, Step Therapy Required (will also be included in a summary sheet prepared by consultant).

Unlimited maximum

Deductible funded by the Board as follows:

Year 1 =	50/50
Year 2 =	50/50

Year 3 = 50/50

Year 4 = 50/50

The Board agrees to contribute its portion of the deductible into a teacher's account annually on the first paycheck in September, December and March.

- B. 1. Life Insurance - \$75,000 of term life insurance.
- 2. Dental Insurance - The Board shall provide each employee Blue Cross/Blue Shield full dental with riders A and B. The employee shall pay 5% of the cost for the employee only, two person, or family policy.
- 3. Group Long-Term Disability Insurance - The benefit shall be provided in accordance with the terms and provisions of the Anthem Life Insurance group policy.
- C. Part-time teachers shall have these benefits in proportion to their work week as determined by the Administration.
- D. All insurance coverage will be offered for retirees to age 65 at their expense and subject to carrier approval.
- E. At its expense, the Board shall provide insurance coverage as set forth in this Article for each teacher covered by this Agreement.

The Board may provide such insurance either through the carrier(s) listed herein or through alternate carriers provided that the coverage, benefits, and administration of claims is equal to or better than that provided by the carrier(s) listed herein. In terms of the administration and payment of claims, any carrier that normally provides payment of claims within 30 days from the date that the claim is filed with the carrier(s) or its agent(s) shall be deemed to be equal.

The President of the Association shall be notified in writing within 30 days of any intention to change carriers and shall have a reasonable opportunity to review the proposed changes.

Should the Board and the Association disagree that the changes proposed will not result in coverage, benefits and administration of claims that are equal, then the Association, within 30 days of the notification to its President of the proposed change, may file a grievance. Such grievance shall immediately proceed to the Superintendent pursuant to the grievance procedure of Article 3 of this Agreement. In addition, if the Board and the Association disagree at any time that the changes implemented did not result in equal coverage, benefits, and administration, the Association may, within 30 days of its discovery, file a grievance.

- F. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance

premiums.

An overview of the medical policy is at the end of this Agreement.

ARTICLE 9

Association Use of School Facilities

- A. With Administration approval, the Association has the right to use a room in the school building without cost for business meetings. However, if no regular-duty custodian is scheduled to work, the Association shall reimburse the Board for such costs.
- D. There will be one bulletin board in the faculty lounge for the purpose of displaying notices, circulars, and other Association material.
- C. The Association will be provided with a copy of minutes of all official Board meetings. A copy of the agenda and agenda packet will be given to the Association president(s) or designated representative on the same day that the Board members receive the materials, excluding any executive session materials. A copy of current Board policies shall be maintained in the school library.
- D. Association members shall be allowed access to the building until the last after-school program has adjourned for the day. Notwithstanding the foregoing, Association members may also be allowed access to the building at other times with affirmed notification to the custodial staff and/or Administration. When a teacher leaves the building, the teacher shall notify the custodial staff or Administration of his/her departure.
- E. If the Board conducts a new teacher orientation program or meeting, the Association shall be provided up to one hour's time on the agenda to discuss union business. Additionally, the Association shall have the right to set up a display table, distribute materials, and engage in activities which are non-disruptive of the orientation program.

ARTICLE 10

Textbooks

Association members shall be involved by the Administration in developing recommendations to the Board on textbook and curriculum changes. If the Board establishes curriculum revision committees the members of such committees shall be compensated for the work done on non-working days or after the completion of the regular work day, in accordance with Article 4, Section H.

ARTICLE 11

Sick Leave

- A. Each full-time teacher shall be entitled to sick leave with full pay up to 15 school days in each year. A total of 10 sick days shall be allowed to be used for illness of an immediate family member. The immediate family is defined as spouse, child or parent.
- B. Each part-time teacher shall have a number of sick leave days proportionate to his/her work week as determined by the Administration; i.e., a 0.5 FTE teacher who works one half of

each school day is entitled to 15 prorated days of 0.5; a 0.5 FTE teacher who works two and one-half days per week is entitled to seven and one-half sick days.

- C. Sick leave may be accumulated to 180 days.
- D. Upon leaving the Andover School District after 15 years of service, the teacher shall receive 15% of his/her current salary per diem for his/her accumulated sick days up to 180 days maximum, with the exception of termination in accordance with Section 10-151 of the Statutes. Absent extraordinary circumstances, a teacher must provide the Superintendent with written notice of his/her intention to leave the Andover School District by December 15th in order to receive the payment contemplated hereunder by the end of July of the following year. Should a teacher fail to provide written notice to the Superintendent by December 15th, then the Board may make said payment during the succeeding July.

ARTICLE 12

Personal and Professional Leave

Personal Leave

- A. Absence with pay may be allowed by the Administration under the following categories not to exceed, for all categories combined, a total of five work days in a given school year. Personal days are not intended to extend holidays or school vacations, unless prior approval is granted by the Superintendent. Employees are expected to use such days in good faith and only for the stated purposes. All Association members will be allowed to use such days for the following reasons:
 - 1. for legal reasons;
 - 2. for marriage of self, children, parents, siblings, and siblings of spouse;
 - 3. for bereavement of a non-family member;
 - 4. for religious holidays;
 - 5. for attendance of graduation exercises (self, spouse, son, daughter);
 - 6. for birth of one's child; and
 - 7. for personal business that cannot be transacted outside of regular school hours.

Two such days may be used without the need to provide an explanation for the absence. Any additional days requested for this purpose will require that an explanation be given to the Superintendent.

Personal days for death in the immediate family are applied for by the teacher to the Superintendent, who shall have the sole discretion to determine the number of days granted. Any such determination by the Superintendent is not subject to the grievance procedures set forth within this Agreement.

- B. An application for personal leave for a reason listed above shall be made in writing to the Principal at least 24 hours before taking such leave, except in cases of extreme hardship.

Such an application must identify the specific reason for the request for personal leave from Section A above. Approval of personal leave shall be granted by the Superintendent or his/her designee. Failure by the Superintendent/designee to notify a teacher in writing of approval/disapproval by the close of school on the day preceding the leave shall be deemed approval.

- C. Leave taken pursuant to Hie above provisions shall be in addition to any sick leave to which the teacher is entitled. Such personal leave shall not be cumulative.
- D. Part-time teachers shall have a number of leave days proportionate to their work week as determined by the Administration; i.e., a 0.5 FTE teacher who works one half of each school day is entitled to five prorated days of 0.5; a 0.5 FTE teacher who works two and one-half days per week is entitled to two and one-half personal days.
- E. Personal leave beyond the five days may be granted by the Board upon recommendation by the Superintendent. A deduction shall be taken from the teacher's pay to cover the cost of a substitute if one is necessary.

Professional Leave

- A. In terms of program needs or for individual professional improvement, the Superintendent may allow additional absences with pay. Such absences will not be charged against any absences allowed in accordance with those set forth in this Agreement. These would be absences where representation is sought at professional gatherings or where absences, due to visiting other schools or particular professional congregations, are considered essential to the welfare of the individual staff member of the school. Absences for professional reasons shall be reported to the Board periodically.
- B. Approval for attendance at a professional development activity shall be given to the teacher within five school days of written request. Except in unforeseen circumstances, such decisions shall not be rescinded. In the event that it is necessary to rescind a request, the teacher shall be given 48 hours' notice.

ARTICLE 13

Sabbatical Leave

- A. Upon the recommendation of the Superintendent, the Board may, at its discretion, grant sabbatical leave to any teacher who has performed eight years of continuous service in the Andover School District. The purpose of such leave shall be self-improvement and shall benefit the District.
- B. A teacher may apply for a sabbatical of one year at 60% annual salary prevailing at the time of sabbatical leave. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than December 1 of the school year preceding the school year in which the sabbatical leave is requested. It is understood that the deadline of December 1 may be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.

- C. As a condition to the granting of a sabbatical leave, the teacher shall contract to return to the Andover School District for a minimum of three years. Release of the teacher from the three-year additional service requirement will be only upon application by the teacher and approval by the Board and upon reimbursement by the teacher to the Board of the entire salary payment received during the sabbatical leave. Release after one of the three years will be contingent upon repayment by the teacher of two-thirds of the salary payment and after two years will be contingent upon repayment of one-third of the salary payment. Salary will not be repaid in the case of debilitating illness requiring medical retirement or in the event of death.
- D. A teacher on sabbatical leave shall be guaranteed the right to return to a teaching position in the Andover School District, provided, however, that in the event of a reduction in the number of teaching positions, a teacher on leave shall be considered for non-renewal or termination in the same manner as teachers not on leave.
- E. In the event the Superintendent recommends and the Board approves the sabbatical year's experience as equivalent to one year of teaching, the returning teacher shall receive credit for the year and advance to the appropriate step of the salary schedule.
- F. A teacher whose employment is terminated by the Board prior to the completion of sabbatical leave shall be entitled to receive only those salary payments made prior to the date of such termination.
- G. Teachers on sabbatical leave shall submit a written report of their activities to the Superintendent for presentation to the Board to aid in evaluating the benefit of the sabbatical leave program.
- H. Insurance coverage may continue in effect for the duration of the sabbatical leave if the teacher on leave pays the total cost of the insurance premiums. Fringe benefits accrued prior to the sabbatical leave shall be restored upon the teacher's return from leave.

ARTICLE 14

Jury Duty

- A. Teachers who serve on jury duty shall receive the necessary leave to fulfill this legal obligation without loss of pay. Pay received for jury service, exclusive of any mileage allowance, shall be turned in to the Business Manager of the School. This leave shall not be deducted from sick leave or from personal or professional days.
- B. In the case of subpoenas arising out of the performance of employment duties, the teacher involved shall receive full pay for his/her time in court. This leave shall not be deducted from sick leave or from personal or professional days.

ARTICLE 15

Pregnancy and Childbirth Leave

- A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be treated as temporary disabilities for all job-related purposes.

(The term "temporary disability" shall be interpreted as being within the meaning of the term "sick" as used in Section 10-156 of the Statutes.)

- B. Accumulated sick leave shall be available for use during periods of such disability, and the period of disability for these purposes shall be substantiated by a physician's written statement submitted to the Administration.
- C. Disability leave without pay beyond any accumulated sick leave shall be available for such a reasonable further period of time as a female employee is determined by her physician, in writing and submitted to the Administration, to be disabled from performing the duties of her job because of pregnancy or conditions attendant thereto. Updated written explanations from her physician shall be provided at the request of the Administration.
- D. Policies involving commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, protection under health or temporary disability plans, and payment of sick leave shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to <;>ther temporary disabilities.
- E. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.
- F. FMLA applies in conjunction with the above language.

ARTICLE 16
Child Rearing Leave

- A. Upon written request, the Board may grant an extended leave without pay for the purpose of child rearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or a reasonably requested portion thereof, in which the child is born, adopted, or fostered, and for one additional school year if requested by the employee.
- B. Child rearing leave, like other extended leaves, shall be subject to the following provisions:
 - 1. Written request for such leave shall be submitted not less than 30 days prior to commencement of such requested leave.
 - 2. Health and dental insurance benefits as set forth in this Agreement shall continue in effect, at no cost to the Board, with the employee paying all costs for premiums.
 - 3. A teacher on such leave will be guaranteed the right to return to a teaching position in the Andover School District provided, however, that in the event of a reduction in the number of teaching positions, a teacher on leave shall be considered for non-renewal or termination in the same manner as staff members not on leave.
- C. Child rearing leave under FMLA shall be allowed to be paid leave if the member has adequate sick days accumulated to cover the length of the leave.

ARTICLE 17
Leave Without Pay

- A. The Board may grant leave without pay for purposes of academic improvement, military service, or government services, such as the Peace Corps or Vista.
- B. Except for unforeseeable reasons, requests for this leave must be submitted to the Superintendent no later than February 1st prior to the school year for which the leave is requested, except in cases where notification of acceptance into the particular program is received by the teacher at a later date.
- C. Leave may be granted after three years of uninterrupted service in the Andover School District.
- D. A teacher on such leave will be guaranteed the right to return to a teaching position in the Andover School District provided, however, that in the event of a reduction in the number of teaching positions, a teacher on leave shall be considered for non-renewal or termination in the same manner as staff members not on leave.
- E. If said leave is approved for academic improvement that relates to the improvement of the Andover Public Schools, said teacher shall be granted a step increase and seniority credit if, in the opinion of the Board, it is warranted and provided said teacher fulfills the agreement of the work to be fulfilled during the leave.

ARTICLE 18
Short-Term Military Leave

Short-term military leave will be granted in accordance with the current statutes for an approved reserve training program. Employees granted such short-term military leave for training purposes shall be paid the difference between their regular net salary and military pay as evidenced by an official military voucher.

ARTICLE 19
Teaching Assignments

- A. Teachers shall receive notification in writing of their grade assignment for the ensuing year when initially hired or prior to the close of the current year. The Principal will discuss changes in teachers' assignments in advance of such decisions being made final. In the event a position change occurs while classes are not in session, a certified letter (return receipt requested) to the teacher's last known address, notifying the teacher of the position change, will be considered proper notification. If response from the teacher is not received within 10 days after notification, it shall be interpreted to mean that he/she shows no interest in discussing said assignment change.
- B. Teacher assignments shall be made without regard to age, sex, race, creed, religion, nationality, or marital status.
- C. Teaching assignments shall be determined by the Superintendent.

ARTICLE20
Teacher Transfers

- A. Teachers who desire a change in grade and/or subject assignment shall request in writing to the Superintendent/designee the change each desires to make.
- B. In the event of an open position, the teacher shall be notified of the opening and those qualified shall be given the opportunity to apply for such position. In the event that a position becomes open when school is not in session, a notice of the open position shall be posted and advertised with a copy sent to a representative designated by the Association. In addition, individual notices will be sent to teachers who provide the Board with stamped, self-addressed envelopes to be used for such purposes. If no response is received from a teacher within 10 days, it shall be interpreted to mean that no interest on the part of the teacher has been shown regarding said opening.

ARTICLE21
Student Teacher/Observer

The Principal will notify the teacher as soon as possible before a student teacher or student observer is assigned to him/her and the teacher shall have the right to accept or reject same. Any monies made available by the sending college/university shall be given to the supervising teacher.

ARTICLE22
Management Rights

All rights, powers, authority, and prerogatives of the Board shall continue to remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

ARTICLE23
Severability

In the event that any provision or portion of this .A..greement is ultimately ruled invalid for any reason, by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

ARTICLE24
Teacher Preparation Periods

- A. During periods when the classroom teacher's students are being instructed by special teachers, the regular classroom teacher shall use this time for preparation, administrative meetings, team meetings, or work with a portion of the class as he/she prefers. To the extent possible, no Planning and Placement Team Meetings ("PPTs") shall be scheduled during a teacher's preparation periods. Special Area Teachers shall have preparation time equal to that for classroom teachers.
- B. Two-thirds of all certified teachers' special periods per week shall be used for self-directed activities/responsibilities.

ARTICLE 25
Professional Development

Professional Development shall be provided to certified staff in accordance with statute.

ARTICLE 26
Dues, Deductions and Service Fee Deduction

- A. Conditions of Continued Employment: All teachers employed by the Board may voluntarily join the Association.
- B. Deductions: The Board agrees to deduct from each teacher who is in the Association an amount equal to the Association membership dues or service fee by means of payroll deductions. The amount of the deductions for membership dues shall be equal to the total Association membership dues divided by the number of paychecks from and including the first paycheck in October, over 18 equal payments. The amount of Association membership dues shall be certified by the Association to the Board prior to the opening of school each year. A list of teachers in the Association will be submitted to the Board on or before October 1 of each school year.
- C. Subsequent Employment: Those teachers whose employment commences after the start of the school year, and are part of the Association, shall pay a prorated amount equal to the percentage of the remaining school year.
- D. Forwarding of Monies: The Board agrees to forward to the Association each month a check for the amount of money deducted during the month. The Board shall include with such check a list of teachers for whom such deductions were made.
- E. Lists: No later than the first paycheck in October of each school year, the Board shall provide the Union President(s) and Membership Chair with a list of all Association members and the positions held by said Association members. The Board shall notify the Union President(s) and Membership Chair monthly of any changes in said list.
- F. Reference to Association: The singular reference to the "Association" herein shall be interpreted as referring to the Andover Education Association, the Connecticut Education Association and the National Education Association.
- G. The Association shall indemnify and save the Board harmless against all claims, demands, suits or other forms of liability which may arise out of any deductions or any other action taken by the Board pursuant to this Article, including payment of reasonable attorney's fees incurred by the Board related to this Article of this Agreement.

ARTICLE 27
Personnel Files/Suspension Without Pay

No material originating after original employment shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file

copy of the material in question. If the teacher believes that material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment through the grievance procedure. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person, shall promptly be called to the attention of the teacher. In no case shall any anonymous and/or unsubstantiated complaint be placed in any teacher's file.

No teacher shall be suspended without pay except for just cause.

ARTICLE 28 **Reduction In Force**

A. Introduction

1. If the Board deems it necessary or appropriate to reduce the number of teachers in the Andover School District, the following procedures will be observed to select the teacher or teachers to be non-renewed or terminated.
2. The Board may exercise its right to reduce the number of positions prior to, or independent of, any determination of which teacher contracts will be non-renewed or terminated.

B. Procedures

1. Prior to commencing action to terminate teacher contracts under this procedure, the Board will consider its ability to effectuate position eliminations and/or reduction in staff by:
 - (a) voluntary retirements;
 - (b) voluntary resignations;
 - (c) voluntary leaves of absence
2. In the event that it appears necessary to terminate a teacher's contract in order to effectuate the elimination of professional staff positions, the Superintendent will propose to the Board, for its consideration, a plan for identifying teachers whose contracts he/she recommends for termination.
3. Within the separate categories of nontenured and tenured teachers, the following criteria will be used by the Superintendent to select those employees whose contracts are to be considered for termination as a consequence of elimination of professional staff positions:
 - (a) area of certification;
 - (b) total years of teaching experience in the Andover School District;

and (c) total years of teaching experience.

C. Recall Procedure

1. The name of any teacher whose services have been terminated because of a reduction in professional staff shall provide the Superintendent with a current email address where the teacher can be reached. Said teacher shall be placed on a reappointment list and remain on such list for 15 months provided that such teacher does not refuse a reappointment to a full-time position. Both reappointment offers and refusals shall be made via email. If there is a change of email address during this 15-month timeframe, it shall be the responsibility of the teacher to update the Superintendent with the new email address.
2. The teacher shall accept or reject the position in writing within 10 calendar days from written notice.
3. Any teacher whose services have been terminated because of the elimination of a position or a reduction in a professional staff will be recalled on the basis of seniority and certification as defined previously in this Article.

ARTICLE 29

Long-Term Substitutes

A. Substitutes employed for an entire school year

Such individuals shall receive salary, benefits and all other conditions of employment contained within this Agreement between the Board and the Association. Individuals employed under this Agreement shall receive the benefits contained within this Agreement.

B. Substitutes employed for less than a full school year

Such individuals shall be paid in accordance with the current practice of the Board for the first 40 working days. Effective on the 41st working day of continuous employment, the individual shall be paid on the appropriate step of the salary schedule in accordance with the provisions of Article 6 (Placement on the Salary Schedule) of this Agreement between the Board and the Association. All other provisions of this Agreement shall apply to these individuals.

It is understood that this provision does not apply to substitutes who are assigned daily to a position and do not have responsibilities associated with long-term substitutes, i.e., planning, evaluating, parent conferences, professional development, etc.

C. Any employee hired to replace a member of the Association who is taking a leave of absence is not eligible to be placed on the recall list and shall have no seniority with respect to reduction in force.

ARTICLE30
Professional Development Presentations

For any teacher designated by the Administration to serve as a professional development presenter, the following conditions shall apply to time spent in preparing for the presentation:

1. The Board will pay the teacher \$35 per hour for time spent in preparing for the presentation outside the contractual teacher work day. The maximum compensation payable for such preparation shall be based on a ratio of one and one-half hours of preparation for each hour of presentation time. By way of example, if a teacher presents three hours at an in-service program, the maximum compensation for preparation time outside the contractual teacher work day shall be \$35 per hour for four and one-half hours. In no event shall a teacher be compensated beyond his or her regular teacher's salary for any preparation time that occurs within the contractual teacher work day.
2. If the presentation itself occurs outside the contractual teacher work day, then a teacher serving as a presenter will receive \$35 per hour for each hour of presentation time. Such compensation shall be in addition to compensation for the teacher's preparation time, with such preparation time to be compensated in accordance with Section 1 above.

ARTICLE31
Duty-Free Lunch

- A. All teachers shall be guaranteed a duty-free lunch period of 30 minutes.
- B. Teachers are free to leave the school during their lunch period upon notification (sign-out) in the school office.

ARTICLE32
Teacher Duties

Teachers shall be responsible for duties assigned by the Administration, including, but not limited to, bus duties, lunch duties, special supervision, homerooms, etc. Such duties shall be determined by the Principal each year in a collaborative meeting between the Administration and representative(s) designated by the Association, except in urgent circumstances. The representative(s) of the Association (chosen by the Association) will review the assigned duties for rotation of duties and for time equity as much as practicable and may provide suggestions for revisions. To the extent feasible and appropriate, the Principal shall strive to assign duties equitably and achieve balance throughout the staff.

ARTICLE33
Part-Time Teachers

- A. Part-time teachers are defined as any teacher not working the contracted 186 days or is

assigned to work less than seven and one-half hours per contracted day.

- B. Part-time teachers assigned to work full days will mutually agree to the specific days worked. The number of workdays will be based on their full-time equivalency multiplied by 186 contracted days.
- C. Part-time teachers assigned to work partial days will mutually agree to a daily schedule based on their full-time equivalency multiplied by the seven and one-half contracted daily hours; i.e., a 0.6 FTE teacher would be assigned four and one-half hours a day for 186 days.
- D. Time missed by a part-time teacher resulting from school closures not reflected on the school calendar will be made up by the part-time teacher via mutual agreement of the timing with the Principal. If this is not possible during that school year, the part-time teacher's pay will be deducted pro-rata for the time missed. Likewise, if a part-time teacher works over the amount of scheduled days or hours, he/she shall be paid pro-rated for his/her time worked.
- E. A school calendar will be provided to each part-time teacher one week prior to the beginning of the school year that sets forth the days the part-time teacher is expected to work in order to meet his or her assigned number of days, including PD days. This calendar shall also include prorated times/days for parent-teacher conferences and other contractually mandated times outside of the regular school day.
- F. The parties agree that life insurance, as well as all other benefits for the aforementioned part-time teachers, will be prorated accordingly.

ARTICLE34

Duration

The provisions of this Agreement shall be effective from July 1, 2025 and shall continue and remain in full force and effect until June 30, 2029.

SIGNATURES

Chair
Andover Board of Education

Co-President
Andover Education Association/Date

Date

Co-President
Andover Education Association/Date

APPENDIX A
GRIEVANCE FORMS A-E

TYPE OR PRINT

GRIEVANCE FORM A

(To be completed by the grievant)

GRIEVANT _____ DATE OF FORMAL PRESENTATION _____

HOME ADDRESS OF GRIEVANT _____

SCHOOL _____ PRINCIPAL _____

YEARS IN SCHOOL SYSTEM _____ SUBJECT AREA OR GRADE _____

NAME OF ASSOCIATION SCHOOL REPRESENTATIVE _____

STATEMENT OF GRIEVANCE: (Specific contract items alleged to have been misinterpreted, misapplied, or violated must be cited as well as the circumstances giving rise to the grievance).

ACTION REQUESTED:

(signature of grievant)

APPENDIX A

TYPE OR PRINT

GRIEVANCE FORM B

DECISION OF PRINCIPAL

(To be completed by Principal or other appropriate Administrator)

GRIEVANT _____

DATE OF FORMAL
GRIEVANCE PRESENTATION ____ _

SCHOOL _____

PRINCIPAL (OR OTHER
ADMINISTRATOR) _____

DECISION OF PRINCIPAL (OR OTHER ADMINISTRATOR) AND REASONS THEREFOR:

DATE OF
DECISION _____

(Signature of Principal/Administrator)

GRIEVANT'S RESPONSE

- () I accept the above decision of the Principal (or other Administrator).
- () I hereby refer the above decision to the Superintendent.

DATE OF
RESPONSE _____

(signature of grievant)

APPENDIX A

TYPE OR PRINT

GRIEVANCE FORM C

DECISION OF SUPERINTENDENT

GRIEVANT _____

DATE OF FORMAL
GRIEVANCE PRESENTATION ____ _

DATE APPEAL RECEIVED
BY SUPERINTENDENT _____

DATE HEARING HELD
BY SUPERINTENDENT _____

DECISION OF SUPERINTENDENT AND REASONS THEREFOR:

DATE OF
DECISION _____

(signature of Superintendent)

GRIEVANT'S RESPONSE

() I accept the above decision of the Superintendent.

() I hereby appeal to the Board of Education for a review of this grievance.

DATE OF
RESPONSE _____

(signature Of grievant)

APPENDIX A

TYPE OR PRINT

GRIEVANCE FORM D

DECISION OF BOARD OF EDUCATION

GRIEVANT _____ DATE OF FORMAL
GRIEVANCE PRESENTATION ____ _

DATE OF REFERRAL TO BOARD _____

DATE APPEAL RECEIVED _____ DATE HEARING HELD _____
BY BOARD OF EDUCATION ____ _ BY BOARD OF EDUCATION ____ _

DECISION OF BOARD OF EDUCATION AND REASONS THEREFOR (To be completed by Board of Education Chair):

DATE OF
DECISION _____
(signature of Board Chair)

GRIEVANT'S RESPONSE:

- () I accept the above decision of the Board of Education.
- () I hereby request that the Association submit this grievance to arbitration.

DATE OF
RESPONSE _____
(signature of grievant)

APPENDIX A

TYPE OR PRINT

GRIEVANCE FORM E

DETERMINATION REGARDING ARBITRATION
(To be completed by Association President)

GRIEVANT _____

DATE OF FORMAL
GRIEVANCE PRESENTATION __ __

ASSOCIATION
PRESIDENT _____

DATE REQUEST RECEIVED
FOR ARBITRATION _____

DETERMINATION BY ASSOCIATION:

- () The Association has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system. The grievance is therefore closed.
- () The Association has determined that this grievance is meritorious and that submitting it to arbitration is in the best interest of the school system. The grievance therefore is hereby submitted to arbitration.

DATE OF
DETERMINATION _____

(signature of Association President)

DESIGNATION OF ARBITRATOR
(To be completed by Board Chair
and Association President)

The parties have agreed upon and selected

name of arbitrator

as the arbitrator to whom the appended grievance is hereby submitted.

DATE OF
DESIGNATION _____

(signature of Association President)

(signature of Board Chair)

APPENDIX B

2025-2026 Salary Schedule

<u>Step</u>	BA	BA+IS	MA	MA+15	6th Year
1	52,084	53,517	58,000	59,365	60,738
2	54,006	55,464	59,862	61,243	62,630
3	56,193	57,655	61,978	63,371	64,775
4	58,417	59,899	64,122	65,539	66,945
5	60,667	62,174	66,308	67,734	69,160
6	65,311	66,834	70,786	72,239	73,697
7	67,686	69,219	73,089	74,547	76,025
8	70,978	72,553	76,313	77,796	79,306
9	75,321	76,986	81,970	83,541	85,141
10	85,198	87,078	93,719	95,493	97,298

Employees eligible for step movement shall advance one step on July **1**, 2025.

No new employee shall be placed on a salary step higher than a current employee with the same experience.

Professional employees who have reached the maximum step of the salary schedule shall receive \$800 annually upon the completion of 17 years of service.

Professional employees who have completed 20 years of service shall receive \$1,000 annually.

Professional employees who have completed 25 years of service shall receive \$1,500 annually.

Employees hired after July 1, 2021 will not receive these longevity benefits.

APPENDIXB

2026-2027 Salary Schedule

<u>Step</u>	BA	BA+15	MA	MA+15	6th Year
1	53,777	55,257	59,885	61,295	62,712
2	55,761	57,267	61,807	63,233	64,666
3	58,020	59,529	63,992	65,431	66,880
4	60,315	61,846	66,206	67,669	69,121
5	62,638	64,195	68,463	69,935	71,408
6	67,433	69,006	73,086	74,587	76,092
7	69,886	71,469	75,465	76,969	78,496
8	73,285	74,911	78,793	80,324	81,883
9	77,769	79,488	84,634	86,256	87,908
10	87,967	89,908	96,765	98,597	100,460

Employees eligible for step movement shall advance one step on July 1, 2026.

No new employee shall be placed on a salary step higher than a current employee with the same experience.

Professional employees who have reached the maximum step of the salary schedule shall receive \$800 annually upon the completion of 17 years of service.

Professional employees who have completed 20 years of service shall receive \$1,000 annually.

Professional employees who have completed 25 years of service shall receive \$1,500 annually.

Employees hired after July 1, 2021 will not receive these longevity benefits.

APPENDIXB

2027-2028 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+15</u>	<u>MA</u>	<u>MA+15</u>	<u>6th Year</u>
1	55,525	57,053	61,831	63,287	64,750
2	57,573	59,128	63,816	65,289	66,768
3	59,905	61, 6'1	66,072	67,557	69,053
4	62,276	63,856	68,358	69,869	71,367
5	64,674	66,281	70,688	72,208	73,729
6	69,625	71,248	75,461	77,011	78,565
7	72,157	73,791	77,917	79,471	81,047
8	75,667	77,346	81,354	82,934	84,544
9	80,296	82,071	87,385	89,060	90,765
10	90,826	92,830	99,909	101,801	103,725

Employees eligible for step movement shall advance one step on July 1, 2027.

No new employee shall be placed on a salary step higher than a current employee with the same experience.

Professional employees who have reached the maximum step of the salary schedule shall receive \$800 annually upon the completion of 17 years of service.

Professional employees who have completed 20 years of service shall receive \$1,000 annually.

Professional employees who have completed 25 years of service shall receive \$1,500 annually.

Employees hired after July 1, 2021 will not receive these longevity benefits.

APPENDIXB

2028-2029 Salary Schedule

<u>Step</u>	<u>BA</u>	<u>BA+IS</u>	<u>MA</u>	<u>MA+IS</u>	<u>6th Year</u>
1	57,329	58,907	63,841	65,344	66,854
2	59,444	61,050	65,890	67,410	68,937
3	61,852	63,461	68,219	69,753	71,298
4	64,300	65,931	70,580	72,139	73,687
5	66,776	68,436	72,985	74,555	76,125
6	71,888	73,564	77,914	79,514	81,118
7	74,502	76,190	80,450	82,054	83,681
8	78,126	79,859	83,998	85,630	87,292
9	82,906	84,739	90,225	91,954	93,715
10	93,778	95,847	103,157	105,110	107,096

Employees eligible for step movement shall advance one step on July 1, 2028.

No new employee shall be placed on a salary step higher than a current employee with the same experience.

Professional employees who have reached the maximum step of the salary schedule shall receive \$800 annually upon the completion of 17 years of service.

Professional employees who have completed 20 years of service shall receive \$1,000 annually.

Professional employees who have completed 25 years of service shall receive \$1,500 annually.

Employees hired after July 1, 2021 will not receive these longevity benefits.

APPENDIX C

SALARY PAYMENT PREFERENCE FORM

Teacher: _____

I wish to be paid on a:

- 10-month basis
- 12-month basis, with the remaining payments due on June 30th

Signature

Date

This salary preference form shall be filed with the School's Business Manager prior to the end of the school year.

APPENDIXD

EXTRA-DUTY POSITIONS*

Positions

Lego/Robotics Coach	\$600 per person
Yearbook Advisor	\$600
Preschool/School Readiness Teacher	\$50 per hour compensation for up to five required meetings in the evening.
Club Leaders (including Jazz Club)	\$50 per hour
Curriculum Work outside of school day/contract year	\$50 per hour

* All positions are subject to administrative approval.

APPENDIXE

EXTRA-DUTY POSITIONS

In the event that the Board establishes any positions that carry duties and responsibilities beyond the normal school and/or teacher's work day, compensation for such positions will be negotiated with the Association.

APPENDIX

INSURANCE GRID

SIGNATURE



Chair

Andover Board of Education

lta.Rciw

Co-President

Andover Education Association/Date

0.)

Date

9/16/2024

C. DalMastro
Co-President

