

**AGREEMENT BETWEEN
THE ANDOVER EDUCATION ASSOCIATION
AND
THE ANDOVER SCHOOL BOARD**

2021-2024

PREAMBLE

The two parties to this Agreement, the Andover School District ("District"), represented by the Andover School Board ("Board"), and the Andover Education Association ("Association"), cooperatively pledge to seek the best education possible for the youth of our town. The Andover School Board recognizes the Andover Education Association as the exclusive representative within the context of RSA 273-A as amended, for all members of the bargaining unit, which includes all state certified positions: full and part time classroom teachers, related art specialists, special education teachers and specialists, guidance counselors, nurses and any other specialists related to regular or special education employed by the Andover School District in positions that have been determined as permanent.

ARTICLE I. PROCESS AND TERM

- 1.1 The Board agrees to establish a negotiating process with the staff to include a series of meetings with the Association, or duly authorized staff representatives, to discuss and negotiate salaries, benefits and applicable policies. The specific number of meetings each year of negotiating will be determined by mutual agreement of the Board and Association depending upon the specific issues involved.
- 1.2 This Agreement constitutes a statement of policies and is intended to serve as a guide in determining compensation and benefits for full-time certified classroom teachers, guidance counselors, nurses, specialists, and part-time certified classroom teachers on a prorated basis.
- 1.3 Benefits for part-time certified classroom teachers, school counselors, nurses and specialists will be prorated based on contracted time.

ARTICLE II. SALARY SCHEDULE

- 2.1 The Association and Board agree to the establishment as shown in Appendix A. Responsibility for determining the individual staff member's salary rests with the School Board upon recommendation of the Superintendent of Schools. All staff members whose work is professionally competent and who have met the requirements for professional growth shall be advanced according to the components of the Salary Schedule. Advancement on the salary schedule is not automatic and a staff member

who does not reach an overall level of professional competence on their evaluations will be retained at the same salary for the succeeding year.

In this Agreement, each bargaining unit member shall receive an increase of 6.75% in 2021-2022, 3.15% in 2022-2023, and 3.15% in 2023-2024.

New hires shall be paid a salary as determined by the School Board based upon recommendation of the Superintendent of Schools commensurate with experience and shall progress from that point. However, new hires will not be hired above step 12 on the salary schedule regardless of previous experience. The only exception to this language will be in the event that the position being filled falls within one of the critical shortage areas as determined by the NH Department of Education.

2.1.1 Track Changes – The Board supports and encourages bargaining unit members to seek advancement to a higher salary track by taking appropriate college courses (see Article 3.5).

Track changes will be done in September or February following the receipt of an advanced degree and the filing of a certificate of the awarded degree, or copies of all relevant course transcripts, with the Superintendent's Office. The difference between the tracks will be added to the remaining pay balance of the bargaining unit member. If the track change takes place in February, one-half of the difference between the tracks will be added to the remaining pay balance of the bargaining unit member. An amendment to the contract will be issued to the employee following a track change.

2.2 Each staff member shall have three pay method options, one of which shall be indicated on the annual contract:

- Twenty-one (21) biweekly paychecks
- Twenty-one plus five (21+5) biweekly paychecks with the last five checks paid in one lump sum at the end of the school year
- Twenty-six (26) biweekly paychecks to be paid throughout the summer as during the school year

Once payroll distribution has begun, the pay method cannot be changed.

2.3 Breach of Contract – The Board and Professional Staff believe that breaching a contract is unethical and harmful to the students we serve. However, both parties recognize unavoidable situations do arise which can cause someone to ask for a release from a contract. Such situations shall be handled by the Board on a case-by-case basis.

Professional Staff members will not be released from their individual contracts without special permission and agreement from the Andover School Board. Board action will be taken at the next regularly scheduled Board meeting after receiving such a request.

Any attempt by a Professional Staff member to resign, except in extenuating circumstances and when released by the Board as set forth in this section, will constitute a breach of contract.

A fine of \$750 (payable to the District before a release is granted) will be levied against any Professional Staff member who attempts to breach their individual contract after June 1st.

A fine of \$1,000 (payable to the District before a release is granted) will be levied against any Professional Staff member who attempts to breach their individual contract after July 1st.

A fine of \$1,500 (payable to the District before a release is granted) will be levied against any Professional Staff member who attempts to breach their individual contract after August 1st.

An individual contract is offered to the professional staff member in good faith and as such, a signed copy is due back from the Professional Staff member no later than May 8th. If the Professional Staff member needs additional time to decide whether or not to accept the offer of employment for the ensuing school year, they may request and be granted an extension of up to two (2) weeks. If, however, after such extension the contract has not been signed, the offer is automatically rescinded and the position will be posted and advertised as vacant.

2.4 NEA Dues Deduction – Members of the Association who wish to have Association dues deducted from their pay shall notify the Superintendent’s Office in writing no later than August 15th of the school year in question. The annual dues shall be deducted in twenty-one (21) equal installments over twenty-one (21) pay periods commencing with the first pay in September.

ARTICLE III. FRINGE BENEFITS

3.1 Health and Dental Insurance – The Board agrees to contribute towards the cost of health (Anthem Access Blue New England 25/50 SOS Plan) and dental insurance:

In each year of the agreement contributions for health shall be as follows:

	<u>Employer Pays</u>	<u>Employee Pays</u>
Single	91%	9%
2 Person	86%	14%
Family	81%	19%

In no event, irrespective of any staff member's selection, shall the District's obligation for health and dental insurance combined exceed these percent contributions per staff member, per contract year.

Health and dental benefits for part time bargaining unit members shall be prorated based on actual contract.

The District shall provide Delta Dental (Coverages A, B, C) as the dental insurance plan for the life of this Agreement. In the event that these plans become unavailable, the parties shall work together to find comparable replacement coverages. Staff members taking health insurance may participate in the Pre-Tax Section 125 Plan.

Domestic Partner or Same Sex Coverage – will be provided in accordance with state and federal guidelines and regulations. Domestic partner or same sex partner benefits are taxable and the taxable amount will be listed in a separate box on the bargaining unit member's W-2.

3.2 Health Insurance Buyback – In lieu of taking health insurance, the District will offer staff members a buy out of 50% of the value of the cost of a single Anthem Access Blue New England 25/50 SOS plan. Part time bargaining unit member's health insurance buyback will be prorated based on actual contract.

The buyback will be paid in October of each year (from which all applicable payroll taxes will be taken). If, after selecting the insurance buy out, the staff member has a qualifying event (as determined by the insurance carrier) the staff member will be reinstated onto the plan with the buyout being prorated accordingly.

3.3 Life Insurance – The District shall provide term life insurance for full-time staff members in the amount of the member's current annual salary (rounded to the nearest thousand). Part time bargaining unit members' life insurance will be prorated based on the actual contract.

3.4 Long Term Disability Insurance – The District shall provide long-term disability insurance coverage for staff members working more than 30 hours per week (in accordance with the provisions of the policy). All benefits shall be subject to the provisions of the policy, said policy being made available to all staff members.

3.4.1 Longevity – In recognition of continuous years of service to the Andover School District, the Board will honor faculty members with a one time, non-accumulative stipend. The longevity payment will be made in a separate check but issued at the same time as the first regular paycheck in June of the year service has been completed. The stipend amounts are as follows:

5 Years	\$ 500
10 Years	\$ 750
15 Years	\$1,000
20 Years	\$1,250
25 Years	\$1,500
30 Years	\$1,750

3.4.2 Years of Service – The parties agree that continuous years of service mean that a bargaining unit member must work at least 90 days of any school year to receive credit for a year of service.

3.5 Course Reimbursement. In an effort to assist staff members in their pursuit of professional development and meet their staff development plans, the District shall provide financial assistance in the area of coursework funding. The District shall budget a total of \$20,000 for this purpose. The following stipulations shall apply for course reimbursement:

1. The total amount reimbursed shall not exceed the value of 4 credits at the UNH graduate credit rate per staff member per fiscal year.
2. In the event that the funds are not depleted, with approval, staff members who have already used their allotted amount may be eligible for further funding toward additional approved courses taken during concurrent fiscal years, provided the additional amount does not exceed the total amount per person.
3. Total reimbursement shall not exceed the actual course costs, less any applicable financial grants and/or scholarships.
4. Eligibility for reimbursement for the ending fiscal year may be extended to July 15th each fiscal year of this agreement.

Courses must be approved in advance by both the principal and the superintendent of schools and said requests must be in writing using district forms and presented for approval no later than 30 days before the start of the course. It is generally expected that course work will be graduate level courses, although it is permissible to take appropriate undergraduate or professional training courses. Exceptions to the above deadlines and/or course appropriateness may be granted at the discretion of the Superintendent of Schools, subject to availability of funds.

3.5.1 Tuition Prepayment Option. In an effort to ease the financial burden staff member's face in pre-paying course tuition, the District shall provide assistance by offering to pre-pay the tuition for an approved course. If the staff member does not receive a grade of "B" or better, they will be subject to payroll deductions described below. Grade reports must be submitted to the Superintendent's Office within one (1) week after the staff member receives the official grade report. The bargaining unit member must complete a district provided authorization form for the tuition prepayment option for payroll deduction to occur.

Receipt of a grade below a "B" will result in the staff member reimbursing the District via automatic payroll deductions. These deductions will be based on dividing the total course cost by the number of remaining pays in that contract year.

Tuition prepayment for summer courses is only available to those staff members who have signed a contract to return for the following school year. Failure to return in the new school year will result in a repayment of course costs in entirety upon demand.

3.6 Sick Leave. Full time staff members are entitled to twelve and a half (12.5) days sick leave per school year, accumulative to one hundred and sixty two (162) days total. Sick days may be used to attend to the illness of a member of the immediate family. As herein defined, immediate family shall mean parent, sibling, spouse, child, step-parent, step-child, step-sibling or any member of the staff member's household. At the discretion of the Principal, a staff member may be required to furnish the District with proof of illness in the form of a doctor's note whenever sick leave is used.

3.6.1 Sick Leave Bank. The Sick Leave Bank will be administered by a voluntary committee of 3 AEA Members. The Human Resources Director or their designee shall be a non-voting, ex-officio member of the committee and must be invited to all committee meetings. Each member shall donate 1 of the 12.5 sick days allowed in article 3.6 to participate. The days in the bank may accumulate up to 175. When the bank reaches the maximum accumulation, staff members will retain all 12.5 days. During the school year, if the balance of days falls below 150 days, with consideration from the members, the staff can then decide to donate 1 additional sick day to replenish the Sick Leave Bank. Additional donations to replenish the bank will be voted on by the Sick Leave Bank AEA committee in consultation with the Human Resources Director.

If any Sick Leave Bank participant uses all of their own Sick Leave Time, they may then apply to the Sick Leave Bank Committee for additional days.

A Sick Leave Bank participant with 15-19 years of service in the School District may apply to the Bank whenever a long-term illness will use more than 60% of their accrued sick days and additional sick leave time is needed. A Sick Leave Bank participant with 20 or more years of service in the School District may apply to the Bank whenever a long-term illness will use more than 50% of their accrued sick days and additional sick time is needed.

Sick Leave Bank benefits will terminate should the Faculty Member become eligible for benefits under long-term disability insurance.

3.7 Funeral, Non-Accumulative and Personal Days.

- A. **Funeral Leave.** Full-time staff members will be entitled to three days of non-accumulative leave per occurrence with full pay to attend to the death in the immediate family as defined above under Section 3.6.

Full-time staff members will also be entitled to one (1) day of non-accumulative leave of absence per occurrence with full pay to attend to the death of an in-law, grandparent or anyone else.

The Superintendent of Schools will take requests for additional bereavement leave on an individual basis.

- B. Full-time staff members will be entitled to a total of two days of non-cumulative personal leave of absence with full pay per school year. In the event that the staff member is compensated for his/her services, such as payment for jury duty or fees for appearing as a subpoenaed witness, his/her salary shall be reduced by an amount equal to said compensation.
- C. None of these days, with the exception of a serious emergency, may be used to extend a holiday or vacation.

NOTE: Whenever a staff member is absent from school, a non-cum leave form must be completed and submitted to the Superintendent's Office.

3.8 Professional Leave. Members of the staff shall be entitled to a total of three (3) days of non-accumulative leave for the purpose of attending professional meetings, conferences, workshops or other appropriate activities approved by the Principal and Superintendent (said request must be made in writing using district forms at least five (5) days prior to the date of the activity). Additional time may be granted at the discretion of the Principal and Superintendent. The District

will budget a total of \$10,000 towards the cost of conferences and workshops for the professional staff.

3.8a Certification. The District will pay for one certification per faculty member every three years provided they have signed their contract to return to AE/MS the following school year.

3.8.1 Professional Leave Prepayment. The District will pre-pay the cost for approved professional leave activities, subject to the availability of funds. Staff members wishing to have their activities pre-paid must submit all activity paperwork, including district forms, at least fifteen (15) work days prior to the actual date of the activity.

3.8.2 Military Leave – Military Leave, without pay or any other benefits, will be granted in accordance with USERRA and any other federal laws and regulations. Return to the position held prior to military leave will occur to the extent that state and federal law provides for reinstatement.

Upon return from such leave, a bargaining unit member will be placed on the salary schedule at the level which would have been achieved had that professional employee remained actively employed in the District during the period of the bargaining unit member's absence.

3.9 Separation Pay – Upon voluntary separation from the Andover School District with fifteen to nineteen (15-19) years service to Andover School District, the bargaining unit member shall receive a one-time separation payment. The amount of the separation payment shall be calculated as follows:

3/4% of 1% of salary x number of years in district PLUS
1/4 per diem x number of unused sick days (capped at 135 days in
2021-2022, 140 days in 2022-2023, and 145 days in 2023-2024)

Upon voluntary separation from the Andover School District with twenty (20) years or more of service to Andover School District, the bargaining unit member shall receive a one-time separation payment. The amount of the separation pay shall be calculated as follows:

1% of salary x number of years in district PLUS
1/3 per diem x number of unused sick days (capped at 135 days in
2021-2022, 140 days in 2022-2023, and 145 days in 2023-2024)

Determination on who will be allowed to participate in this benefit will be made based on seniority (meaning total years of service). Two (2) bargaining unit members per year (meaning fiscal year) will be eligible to receive this benefit. However, the Board reserves the right to approve more than two (2) bargaining

unit member's separation if, in its judgment, said decision is in the best interest of the District.

In order to receive payment on July 1st of the following calendar year, the bargaining unit member must provide notice to the District no later than November 1st in the school year in which the separation occurs. However, should the staff member wish to receive payment in June of the separating year, notice must be provided 18 months prior to that date.

In the event that the bargaining unit member has commenced the separation process via written notification and request, and that bargaining unit member unexpectedly passes away, their designated beneficiary (which shall be indicated in writing as part of their request) shall receive the payment. The District will make every reasonable attempt to contact the beneficiary.

ARTICLE IV. MANAGEMENT RIGHTS

The management and the conduct of the business of the District and the direction of the working force are the rights of the Board. The Board shall have the right, subject to the terms herein contained, to hire and lay off staff members; to classify, assign, transfer and promote; to discipline or discharge teachers for just cause and, in general, to maintain discipline, order and efficiency in the School District. The Board reserves the right to publish and enforce reasonable rules and regulations from time to time as it deems necessary and proper for the conduct of the business of the School District and to direct the workforce during the school day as the Board and/or its designated agents, may, in its sole discretion, deem reasonable or necessary, provided the same are not inconsistent with the terms of this Agreement.

ARTICLE V. SCHOOL YEAR AND TERMS OF EMPLOYMENT

5.1 The school year shall contain a maximum of 180 instructional days and 6 professional development days for a total of 186 contract days for all full time certified classroom teachers, guidance counselors, nurses and specialists. Part time classroom teachers, guidance counselors, nurses and specialists will have their contracts prorated accordingly, with attendance at professional development days to be determined by the principal. Proration of contract days will be done based on 186 days.

Of the 6 professional development days, 3 may be decided/scheduled by the SAU and 3 days shall be scheduled by the staff and principal. The dates and agendas of those days established at the discretion of the staff and principal will be subject to approval by the school board no later than March 1st of the current contracted year for the following contracted year.

5.1.2 Length of Work Day – The length of a work day for full time teachers, school counselors, nurses and specialists will begin 15 minutes before the start of classes each day and will end 15 minutes after the school day ends unless prearranged with administration.

5.2 Staff members are expected to carry out professional duties which shall include, but not be limited to, support duties, faculty meetings, and conferences with parents. Such duties shall be of reasonable frequency and duration and may extend beyond the work day as described in 5.1.2.

5.3 Staff members participating in extracurricular activities shall be compensated at the rate established.

5.4 Staff members will be notified of assignments for the school year as soon as circumstances permit, recognizing the uncertainties of enrollment and other factors, and subject to Article IV.

5.5 Duty Free Lunch – Every bargaining unit member who works a full day shall be entitled to a duty free lunch unless, due to an emergency or teacher absenteeism, the principal finds it necessary to require a teacher to temporarily accept a noon assignment.

5.6 Staff members shall be notified by the principal whenever any document relating to a complaint involving them is placed in their personnel files. They shall be given an opportunity to schedule an appointment, upon 24 hours notice, to review and respond to any document placed in their personnel file at the SAU office; except documents they have voluntarily waived their right to review. Said response shall become part of the bargaining unit member's permanent file. In case of emergency, the 24 hour notice may be waived upon approval of the Superintendent.

5.7 Bargaining unit members who are classroom teachers shall receive a minimum of 45 consecutive minutes of preparation time per day with a minimum of 225 minutes per week (assuming a 5 school day week). Preparation time may be used for structured administrative/team planning. In the event of a school opening delay, it may not be possible to fit a preparation period into the shortened school day.

ARTICLE VI. GRIEVANCE PROCEDURE

6.1 The purpose of this article is to provide for mutually acceptable methods of prompt and equitable settlement of grievances arising under the terms of this Agreement.

- 6.2** A grievance is defined to be any dispute or complaint between the District and the staff member(s) covered by this Agreement relating to the application of the terms of this Agreement.
- 6.3** Excluded from this grievance procedure shall be those matters subject to statutory and/or regulatory procedures not covered by this Agreement.
- 6.4** A grievant may process a grievance through Step Three of the grievance procedure without representation of the professional staff if said grievant so elects, provided, however, a member of the professional staff will be permitted to attend steps two and three.
- 6.5** A grievant must informally discuss a grievance with the principal within ten (10) school days after the grievant knew or should have known the act or condition upon which the complaint was based.
- 6.6** **Step One**
- 6.6.1** In the event a mutually acceptable resolution of the problem is not reached during the informal step above, a grievance may be submitted to the Principal for formal consideration.
- 6.6.2** Said grievance must be in writing and must be submitted within five (5) school days from the conclusion of the discussions at the informal step.
- 6.6.3** The Principal will schedule a hearing within five (5) school days of the receipt of the written grievance and a decision in writing shall be presented to the grievant within ten (10) school days of the hearing.
- 6.7** **Step Two**
- 6.7.1** If the grievant is dissatisfied with the decision rendered by the Principal, a written request for a hearing may be submitted to the Superintendent.
- 6.7.2** Said request must be in writing and must be made within five (5) school days of the decision of the Principal in Step One.
- 6.7.3** The Superintendent shall schedule a hearing to be held within 5 school days of the receipt of the request and shall render a decision in writing within ten (10) school days of the hearing.
- 6.8** **Step Three**
- 6.8.1** If the grievant is dissatisfied with the decision of the Superintendent, the grievant may request a hearing before the School Board.

- 6.8.2** Said request must be in writing and must be submitted to the School Board within five (5) school days of the decision of the Superintendent.
- 6.8.3** Upon receipt of said request, a hearing shall be scheduled before the full Board.
- 6.8.4** The hearing shall be held within fifteen (15) school days of receipt of the request and a decision of the full Board will be made within ten (10) school days of the hearing.

6.9 Step Four

- 6.9.1** Any grievance which remains unsettled after having been fully processed pursuant to the provisions of the Grievance Procedure, as stated herein, may be submitted to advisory arbitration by filing with the Board a notice of intent to pursue advisory arbitration within ten (10) school days after the final decision of the Board has been given to the Association.
- 6.9.2** A request for advisory arbitration shall state, in reasonable detail, the specific nature of the dispute and the remedy requested. The parties shall agree upon an advisory arbitrator within five (5) school days of the receipt of the notice on failing agreement, and the Parties will immediately petition the Public Employee Labor Relations Board to appoint one.
- 6.9.3** Both Parties agree the advisory arbitrator shall be prohibited from modifying or adding to the Agreement.
- 6.9.4** The advisory arbitrator shall issue his/her advisory decision not later than thirty (30) days from the date of the close of the hearing. The advisory decision shall be in writing and shall set forth the advisory arbitrator's opinions and conclusions.
- 6.9.5** Each party will bear the cost incurred by themselves. The cost of the advisory arbitrator shall be shared equally by the parties to the dispute.
- 6.9.6** If the District believes that the terms of this Agreement have been violated by the Association or any Faculty member within the bargaining unit, a Principal or Superintendent may file a grievance in writing with the President of the Association within fifteen (15) school days after the occurrence of the event(s) allegedly in violation of the Agreement.
- 6.9.7** The President of the Association will meet with the grievant within five (5) school days after receipt of the grievance to discuss the matter. Every

attempt will be made to reach a mutually satisfactory resolution of the grievance.

- 6.9.8** The District shall have the same rights as the Association with respect to advisory arbitration.
- 6.9.9** Both sides reserve whatever rights they may have under the state law to pursue the matter further and agree to expedite the process.
- 6.9.10** The Board will take into consideration the advisory decision and render a final decision. The Board's decision will be final and binding.

ARTICLE VII. REDUCTION-IN-FORCE

When the Board finds it necessary, in its sole discretion, to reduce the number of certified full and/or part time positions for reasons of declining enrollments, budget reductions, change in or consolidation of Board authorized programs, or for any other reason determined necessary or desirable by the Board, the following factors will be utilized to determine which personnel will be laid off:

- 7.1** The Board will make every reasonable effort to minimize the effects of any reduction in force on current staff by absorbing as many positions as possible through attrition (retirement, voluntary transfer, resignation, and contract refusal).
- 7.2** The Principal shall contact the representatives of the Association to make arrangements for the Association and the School Board to meet and discuss the considered reduction.
- 7.3** In determining the employee(s) to be laid off and/or reduced, the following considerations shall be made:
 - a. Certification and "highly qualified" status in the instructional positions being retained shall be considered first.
 - b. These factors being equal, seniority shall be considered first. Those with the fewest years of unbroken service shall be laid off first. However, the Board will also consider the impact of reducing academic positions on student achievement first.
 - c. Bargaining unit members with less than three (3) years of service will be the first laid off.
- 7.4** Bargaining unit members to be laid off and/or reduced shall be notified on or before March 31st of the school year prior to that in which the reduction will occur.

7.5 Employees that have been let go due to a reduction in force shall be placed on a recall list for a period of two (2) years. Bargaining unit members shall be recalled in reverse order, assuming they meet the certification and “highly qualified” status required for the open position. It is the bargaining unit member’s responsibility to keep their contact information current with the SAU office.

7.5.1 Once contacted, bargaining unit members shall have fourteen (14) days to respond to the offer. All bargaining unit members being recalled shall return to the school district without losing their previous years of experience credit.

ARTICLE VIII. SABBATICAL

8.1 A staff member, subject to the operational requirements of the District as determined by the School Board, may be granted sabbatical leave under the following conditions:

8.2 Requests for sabbatical leave must be received by the Superintendent in writing no sooner than January 1 and no later than October 31st of the year preceding the school year in which the leave is requested. A list will be maintained of those staff members requesting sabbatical leave and the date on which it was received by the Superintendent. At the April board meeting, the Superintendent and Board will review the list and shall grant leave based upon the order in which the requests were received and subject to the provisions outlined below:

8.3 The staff member must have completed at least seven (7) years consecutive service in the District. The Board may make exceptions to this requirement in situations in which a staff member has, on a prior occasion, been absent for a period of not more than one year under a Board approved education program designed to assist the staff member in their teaching responsibilities and the District.

8.4 Usually, leave will be granted for a full year only and staff members on sabbatical leave will be paid one-half their annual salary based on the staff member’s rate as of the year the request was made; provided that such pay, when added to any program grant, shall not exceed the staff member’s full salary rate as of the year the request was made. For any portion of the foregoing sentence, “program grant” shall not include any portion thereof which is certified by the entity providing the program grant to be used for travel, room or board. With respect to “mini-sabbaticals”, so-called, as may be approved by the Board in its sole discretion, leave may be granted for such length and upon such terms as the Board may

determine. At the time sabbatical leave is approved, the staff member will be notified as to the rate of pay, which shall be no less than one-half.

- 8.5** The staff member must present a detailed plan for the requested sabbatical and be enrolled in a scholarly program approved by the Board leading to an advanced degree in the staff member's area of specialty or such other program including, but not limited to, "mini-sabbaticals", so-called, as is approved by the Board in its sole discretion.
- 8.6** Not more than one (1) member of the teaching staff of the District shall be on sabbatical leave at one time.
- 8.7** Upon return from a full year's sabbatical leave, the staff member shall be placed on the schedule consistent with a further year's credit.
- 8.8** As a condition of being allowed sabbatical leave, the staff member must agree in writing to return to the District for at least two (2) more years following sabbatical leave and furthermore, agree that if said condition is breached, the staff member shall repay all sums paid by the District during such leave, including any cost of collection or attorney's fees.
- 8.9** A written report of summary of the sabbatical leave shall be submitted to the Superintendent and School Board. Periodic progress reports of the sabbatical leave, as requested by the School Board and/or the Superintendent, shall be furnished by the individual during the leave period.
- 8.10** Staff members may be granted up to one year unpaid leave of absence whenever the Board determines that such leave is in the best interest of the District and the staff member.
- 8.11** In all situations in which a leave of absence without pay is taken the obligation of the Board to employ the staff member upon return shall be subject to the existence and availability of an appropriate opening.
- 8.12** A staff member on a leave of absence must notify the Superintendent by January 1st in the year in which the leave expires of their intent to return the following September.

ARTICLE IX. FAMILY LEAVE/LEAVE

The Andover School District complies with the Federal Family and Medical Leave Act (FMLA) of 1993 and all applicable State laws related to family and medical leave. This means that, in cases where the law grants you more leave than our

leave policies provide, the Andover School District will give you the leave required by law.

FMLA Leave Eligibility: The FMLA provides up to twelve (12) weeks of unpaid leave every twelve (12) months to eligible employees for certain family and medical reasons. To be eligible, you must have worked for the Andover School District for twelve (12) months, and for one thousand two hundred fifty (1250) hours over the previous twelve (12) months. (See the FMLA regarding exemptions for certain highly compensated employees). Intermittent leave will be permitted for eligible employees where necessary.

Reasons for Taking Leave: If you are an eligible employee you are entitled to FMLA leave for any of the following reasons:

- a) To care for a newborn, an adopted child or a foster child within a year of the child's arrival,
- b) To care for a spouse, child, or parent who has a serious health condition, or
- c) For a serious health condition that makes you unable to perform the functions of your job.
- d) Because of any qualifying exigency (as the Department of Labor Regulations shall define that term) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces. Covered active duty for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. Covered active duty for members of the reserve component of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of title 10, United States Code.

Service member Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service

member who is recovering from a serious illness or injury sustained in the line of duty on active duty shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. During this 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave (including any time taken because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation). Covered Service member includes a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if the veteran was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. For purposes of this type of leave, "serious injury or illness" includes not only a serious injury or illness that was incurred by the member in the line of duty on active duty but also a serious injury or illness that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating. For a veteran, a "serious injury or illness" is defined as a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Notice: Where your need for FMLA leave is foreseeable, you must provide notice of your need for leave to the Andover School District not less than thirty (30) days before the leave is scheduled to begin. If your need for FMLA is not foreseeable (for example where a birth or placement of a child or a need for medical treatment requires leave to begin in less than thirty (30) days), you must provide notice as soon as practicable.

If your need for leave is foreseeable based on planned medical treatment, you should make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Andover School District, subject to the approval of your health care provider.

Certification: The Andover School District requires that you provide a medical certification of your need for leave because of a serious health condition (whether your own or that of your child, spouse, parents, or next of kins) whenever the leave is expected to extend beyond five (5) consecutive working days or will involve intermittent or part time leave. The Andover School District requires that you provide a medical certification of your ability to resume work after a FMLA leave for your own serious health condition that extends beyond ten (10) consecutive working days.

The Andover School District may require that a request for leave due to military service be supported by appropriate certification if the FMLA regulations prescribe such certification.

Substitution of Paid Leave for FMLA Leave: In the case of leave for the birth, foster placement, or adoption of a child, the serious health condition of a spouse, child or parent, or because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation, an eligible employee must substitute any accrued vacation leave, personal leave and/or "family" leave for any part of the unpaid leave provided for under the FMLA. In the case of the employee's own serious health condition, an eligible employee must substitute any accrued vacation leave, personal leave and/or sick leave for any part of the unpaid leave provided for under the FMLA. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Your family/medical leave will run concurrently with other types of leave. You will not accrue vacation or holiday benefits while on unpaid leave.

Periodic Reporting: If you take leave for more than two (2) weeks, the Andover School District requires that you report to your

Principal at least every two weeks on your status and intent to return to work.

Measurement of 12 Month Period During Which FMLA Leave May be Taken:

For purposes of this policy the “twelve month period” described in the FMLA will be measured forward from the date the employee’s first FMLA leave begins. Accordingly, you are entitled to twelve weeks of leave during the year beginning on the first day you take FMLA leave. The next 12 month period would begin on the first day on which you take FMLA leave after the completion of any previous 12 month period.

The complete provisions of the FMLA are too lengthy to include in this policy. However, if you have questions about the FMLA or would like to review the statute itself, please contact the business administrator at the SAU office.

ARTICLE X. STAFF EVALUATION

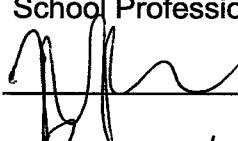
- 10.1** Both parties recognize the importance and value of a procedure for evaluating, assisting and furthering the professional progress and success of both newly employed and experienced staff members for the purpose of improving instruction and student outcomes.
- 10.2** Staff members shall be given a copy of all observations or evaluations within five (5) days and before any conference is held to discuss the report. If a staff member is dissatisfied with the evaluation, a request may be made for additional evaluative time. me.
- 10.3** Each staff member shall be made aware of the District’s evaluation plan including criteria, goals and objectives of the plan. Evaluations will be conducted according to the evaluation process set forth in 10.2. In all cases, the staff member will be advised of the placement of an evaluation in his/her personnel file and be given the opportunity to review and respond to said evaluation.

ARTICLE XI. DURATION

11.1 This Agreement and each of its provisions shall become effective on July 1, 2021 and shall remain in effect until June 30, 2024.

In witness whereof the parties hereunto set their hand and seal this 1
day of June, 2021

Andover Elementary/Middle Andover School Board
School Professional Staff



Brenda F. Lancer



Mark P. G.



APPENDIX A

AEMS | 2021-2022 - 2023-2024 | Hiring Schedule

Proposed increase >>

3.50%

<u>STEP</u>	<u>ND</u>	<u>BA</u>	<u>BA15</u>	<u>BA30</u>	<u>M</u>	<u>MA15</u>	<u>MA30</u>
1	\$31,667	\$37,044	\$37,703	\$38,361	\$39,021	\$39,679	\$41,608
2	\$32,689	\$38,356	\$39,015	\$39,674	\$40,333	\$40,991	\$42,920
3	\$33,712	\$39,668	\$40,328	\$40,986	\$41,645	\$42,304	\$44,233
4	\$34,735	\$40,981	\$41,640	\$42,298	\$42,958	\$43,616	\$45,545
5	\$35,757	\$42,293	\$42,953	\$43,611	\$44,270	\$44,928	\$46,858
6	\$36,780	\$43,606	\$44,265	\$44,923	\$45,582	\$46,241	\$48,170
7	\$37,802	\$44,918	\$45,577	\$46,236	\$46,895	\$47,553	\$49,482
8	\$38,825	\$46,230	\$46,890	\$47,548	\$48,207	\$48,865	\$50,795
9	\$39,848	\$47,543	\$48,202	\$48,860	\$49,520	\$50,178	\$52,107
10	\$40,870	\$48,855	\$49,514	\$50,173	\$50,832	\$51,490	\$53,419
11	\$41,893	\$50,167	\$50,827	\$51,485	\$52,144	\$52,803	\$54,732
12	\$42,915	\$51,480	\$52,139	\$52,797	\$53,457	\$54,115	\$56,044

Appendix B

Co-Curricular/club/advisor defined: The majority of the time spent on/in the activity takes place before or after school hours. If this criterion is not met, the established salary for co-curricular activities will not be paid.

The Parties agree to establish a Co-Curricular Study Committee each spring and early fall, comprised of the principal, athletic director and three professional staff members, to oversee changes to stipends for Co-Curricular activities and the activities themselves. The Committee will make its determination based on the needs of the students. The committee may meet at any time to review and/or move monies as necessary.

The Andover School District Budget line item 1410 will be used to pay the co-curricular stipends. If necessary, any monies not used in the course reimbursement fund may be transferred and used to pay stipends, as well with approval of the School Board.