

Revised 9/4/13

**CONTRACT**

**between the**

**ANDOVER BOARD OF EDUCATION**

**and the**

**ANDOVER EDUCATION ASSOCIATION**

**July 1, 2014 - June 30, 2017**



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## **PREAMBLE**

- A. This Agreement is negotiated under Section 10-153a through 10-153g of the General Statutes of the State of Connecticut, 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- B. Previously adopted policies, rules, or regulations in conflict with this Agreement are superseded by this Agreement.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 Board hereby recognizes the Andover Education Association as the exclusive representative of all certificated personnel or those holding a Durational Shortage Area Permit other than certified school administrators as defined by C.G.S. 10-153b and temporary substitutes, pursuant to an agreement between the Board and the AEA executed on November 2, 1965.

- B. Employees working in a teaching position solely on the basis of a Durational Shortage Area Permit (DSAP) shall be covered by all terms and conditions of the collective bargaining 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 current Connecticut General 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 forty (40) consecutive days) and shall be reduced to writing and signed by the Board and the Association.

### **ARTICLE 3** **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 alleged misapplication or misinterpretation of one or more specific provisions of the Agreement.
2. "Grievant" shall mean a teacher whose rights under the specific language of the Agreement allegedly have been violated or for whom allegedly there has been a misapplication or a misinterpretation of one or more specific provisions of the Agreement.

C. Informal Procedure shall be used initially to resolve a grievance:

1. Before submission of a written grievance, the aggrieved party must attempt to resolve the problem informally through discussion with the principal. The initial informal discussion will be with the principal.
2. The procedure must be initiated within five (5) school days of the time the aggrieved party becomes aware of the cause of the grievance.

D. If not satisfied, the aggrieved party may initiate the Formal Procedure:

1. A grievance shall be deemed waived unless the aggrieved party submits the written grievance within twenty (20) school days after the grieving party knew of the events or conditions on which the grievance is based.
2. The aggrieved teacher may initiate a written grievance (see suggested forms - Grievance Forms A through E, attached) with the principal. The grievant must state the provision or provisions of the Agreement which have been allegedly misinterpreted or misapplied and the circumstances giving rise to the grievance. The principal shall, within ten (10) school days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved teacher.

3. If the aggrieved teacher is not satisfied with the disposition of his/her grievance by the principal, he/she may, within ten (10) school days after the decision, file his/her written grievance with the Superintendent. The Superintendent shall, within twenty-five (25) school days, meet with the aggrieved teacher and Association representative(s) if the teacher so desires for the purpose of resolving the grievance. He/she shall render his/her decision and the reasons therefore in writing to the aggrieved teacher within ten (10) school days of the hearing.
4. If the aggrieved teacher is not satisfied with the disposition of his/her grievance by the superintendent, he/she may, within five (5) school days after the decision, file his/her written grievance with the Board. The Board shall, within fifteen (15) school days, meet with the aggrieved teacher and Association representative(s) if the teacher so desires for the purpose of resolving the grievance. The Board shall render its decision and the reasons therefore in writing to the aggrieved teacher within ten (10) school days of the hearing.
5. If the aggrieved teacher is not satisfied with the disposition of his/her grievance by the Board, the aggrieved party may, within five (5) school days after the decision by the Board of Education, request in writing to the President of the Association that his or her grievance be submitted to arbitration. The Association may, within five (5) school days after receipt of such request, submit the grievance to arbitration by so notifying the Board in writing. The Chairman of the Board of Education and the President of the Association shall, within ten (10) school days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within ten school days, the Association shall file a grievance with the American Arbitration Association in accordance with its rules and regulations. The arbitrator shall, within thirty (30) days after his or her hearings are completed, render his or her decision in writing to all parties in interest, setting forth his or 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 if requested by the aggrieved teacher.
7. A grievance not referred to the next highest level by a teacher 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.

1. Members of the bargaining unit shall be compensated in accordance with the salary schedule set forth in Appendices attached. Such salary shall be based upon the following work year: 186 days (183 + 3)

If the school year is lengthened by adding non-student days, the Board shall provide written notice to the Association within five (5) school days of the Board/Administration 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 ten (10) school days of the written notice mentioned above. Negotiations shall continue for thirty (30) school days. If no agreement is reached within thirty (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 (6) statutory guidelines contained in Section 10-153f, paragraph (c) (4) of the Connecticut General 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 (7 1/2) hours in length. If the school day is lengthened, except for de minimis changes, the board of education shall compensate members of the bargaining unit at a rate of compensation based upon a pro-rating of their annual salaries equal to a percentage of the time the school day is extended.
3. Teachers shall attend, without pay, the following monthly meetings not to exceed forty-five (45) minutes in length.
  - a. one (1) administrative meeting; and
  - b. one (1) team meeting.

Other meetings may be held by mutual agreement of the principal/superintendent and the AEA President(s).



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

1. Ten (10) month basis
2. Twelve (12) month basis - the remaining payments due 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 E). 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 15<sup>th</sup> to the payroll department. Any changes made after that date will take effect in the second payroll check. Salaries will be paid every two weeks on Thursday. Such payment shall be made in equal installments commencing with the initial payment in September.
- D. The Board agrees to allow the teachers to have credit union deductions made from their paychecks and deposited by the administration. The initial request each school year must be submitted by the teachers to the school office on forms provided by the administration by the end of September and may not be changed more than once during that school year. The Association shall save the Board harmless from any claims, damages, suits or judgments with respect to the implementation of this payroll deduction (see Appendix E).
- E. 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.
- F. The salary deductions for each day of absence beyond those allowed with pay shall be 1/186<sup>th</sup>.
- G. Extracurricular activities for which extra compensation shall be paid, and the amount of such compensation is set forth in Appendix F which is attached hereto and made a part of this Agreement.
- H. When a part-time teacher is required by the school administration to work additional hours for scheduled in-service days or pre-school 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.
- I. If a teacher's yearly evaluation is unsatisfactory, the increment may be withheld by the Superintendent for the following year. Upon completion of the following year of successful teaching evaluations, that teacher shall be placed upon the appropriate step of experience during the next academic year of employment.

- J. All teachers performing summer work, not including committee work which shall remain voluntary, shall be compensated at a rate of \$35.00 per hour.
- K. 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 thirty days' written notice at any time except during the month of August, during which month, unless the contract has been terminated by mutual consent or Board action, the teacher will accept employment with no other Board of Education in Connecticut; provided that in the event no salary agreement for the ensuing year has been signed by August first, limitations on the teacher's resigning shall not be binding until such an agreement has been signed.

**ARTICLE 5**  
**Decree Definitions**

- A. The teacher salary schedules listed in this Agreement shall be interpreted and applied in accordance with the following:
  - 4<sup>th</sup> Year – A baccalaureate degree earned at an accredited college or university.
  - 5<sup>th</sup> Year – A master's degree, or the completion of thirty (30) credits beyond the baccalaureate degree, in either case from accredited colleges or universities.
  - 6<sup>th</sup> Year – A "Sixth-Year Certificate," a second master's degree, the completion of thirty (30) credits beyond the master's degree, or a master's degree that required sixty (60) credits in any case from accredited colleges or universities.
- B. Courses leading to the 5<sup>th</sup> and/or 6<sup>th</sup> year salary schedule placements must be approved by the superintendent of schools and must be in a program of studies approved in advance by the superintendent. Credits to be recognized for placement at the 5<sup>th</sup> or 6<sup>th</sup> year level must be taken subsequent to the completion of 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 5<sup>th</sup> Year or 6<sup>th</sup> Year program of study the teacher will qualify for movement to the 4<sup>th</sup> Year + 15 or the 5<sup>th</sup> Year + 15 salary schedule.
- E. Notification of request for upgrading must be provided to the superintendent in writing by January 15 of the school year preceding the school year for which the upgrading is requested. Forms which shall provide for such notification shall be distributed by the

superintendent's office no later than the first school day in January. This notification process shall take effect September 2, 1986.

**ARTICLE 6**  
**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, "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 Peace Corps or Vista. Intermittent or short-term substitute service will not be credited as previous teaching experience.

This clause will take effect upon the implementation of this Agreement and will not increase or decrease the experience credits of any teacher in the employ of the Board as of September 1, 1974.

**ARTICLE 7**  
**Tuition Reimbursement**

The Board will reimburse teachers the full tuition cost for the successful completion of up to two (2) graduate courses per year, at a maximum of \$400 per course to a maximum of \$800, with a grade of B- (or its equal) or better except in pass/fail courses, (where a pass is acceptable), approved in advance by the Superintendent of Schools. Such tuition reimbursement is available to teachers who hold a State of Connecticut standard, permanent, or professional educator certificate. Teachers who intend to take advantage of tuition reimbursement shall notify the Board of their intention and the anticipated tuition costs by February 1 of the fiscal year preceding the fiscal year in which they plan to apply for tuition reimbursement

**ARTICLE 8**  
**Insurance Benefits**

A. Preferred Provider Plan (PPO)

Premium Cost Share:

- Year 1 = 19.5% - 2014-15
- Year 2 = 20% - 2015-16
- Year 3 = 20.5% - 2016-17

**1. IN NETWORK**

<u>Home and Office Care</u> Home or Office Visit	\$15.00 (0% for preventative visits)
<u>Emergency Care</u> Emergency Room Care	\$75.00
<u>Outpatient Surgery</u>	\$150.00
<u>Inpatient Hospital Services</u> Per Admission	\$250.00
<u>High Cost Diagnostics</u>	\$75.00 to an annual maximum of \$375
Unlimited Maximum	
<u>Prescription Benefits</u>	MP-2 Option \$35.00 Nonformulary; \$25.00 Brand (formulary); \$10.00 Generic (unlimited maximum)

**2. OUT OF NETWORK (Employee Cost)**

	<u>Ind.</u>	<u>2-Person</u>	<u>Family</u>
Deductible	\$300	\$600	\$750
Coinsurance Rate	20%	20%	20%
Cost Share Max.	\$1,250	\$2,500	\$2,750
Unlimited Maximum			

B. Point of Service Plan (POS) – This plan is only available to those enrolled in it for the 2013-14 school year. In addition, this plan shall be eliminated on June 30, 2017.

Premium Cost Share:

- Year 1 = 19.5% - 2014-15
- Year 2 = 20% - 2015-16
- Year 3 = 20.5% - 2016-17

**1. IN NETWORK**

<u>Home and Office Visit</u>	\$15.00 (0% for preventive visits)
<u>Emergency Room</u>	\$75.00
<u>DME Rider</u>	
<u>Inpatient Hospital Services</u> Per Admission	\$250.00
<u>Outpatient Hospital Services</u> Outpatient Surgery	\$150.00
<u>High Cost Diagnostic</u>	\$75.00 to an annual maximum of \$375
Unlimited Maximum	
<u>Prescription Benefits</u>	MP-4 \$30.00 Nonformulary; \$20.00 Brand (formulary); \$10.00 Generic (unlimited maximum)

**2. OUT OF NETWORK (Employee Cost)**

	<u>Ind.</u>	<u>2-Person</u>	<u>Family</u>
Deductible	\$400	\$800	\$1,200
Coinsurance Rate	30%	30%	
Cost Share Max.	\$2,000	\$4,000	\$6,000
\$1,000,000 Maximum			

C. High Deductible Plan with Health Savings Account (HSA) (This plan is mandatory for new hires, effective July 1, 2014.

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

Year 1 = 9% - 2014-15

Year 2 = 9.5% - 2015-16

Year 3 = 10% - 2016-17

**IN NETWORK**

0 preventive co-payment

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

Coinsurance 100% after deductible

Cost share maximum \$2,000 single, \$4,000 aggregate family

Unlimited maximum

**OUT OF NETWORK**

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

Coinsurance 20%

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

Cost share maximum \$4,000 single, \$8,000 family

\$1,000,000 maximum

Deductible funded by Board as follows:

Year 1 = 50/50

Year 2 = 50/50

Year 3 = 50/50

The Board agrees to contribute their portion of the deductible into a teacher's account annually on September 1, December 1 and March 1.

D. 1. Life Insurance - \$30,000 of term life insurance.

2. Dental Insurance:

- a. 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.
- b. Employees shall have the option of purchasing the full family dental coverage by paying any difference over the individual plan.

3. Group Long Term Disability Insurance - The benefit shall be provided in accordance with the terms and provisions of the Mutual Benefit Life Insurance Company group policy.

- E. Part-time teachers shall have these benefits in proportion to their work week as determined by the administration.
- F. All insurance coverage will be offered for retirees to age 65 at their expense and subject to carrier approval. For any teacher retiring after July 1, 1986, payment is due ten (10) days in advance of each quarter for which coverage is requested.
- G. The Board shall provide, at its expense, for each teacher covered by the Agreement insurance coverage as set forth in this article.

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

- H. 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.

**ARTICLE 9**  
**Association Use of School Facilities**

- A. The Association will have the right to use a room in the school building, with administration approval, without cost for business meetings. However, if no regular duty custodian is scheduled to work, the Association shall reimburse the Board for such costs.
- B. There will be one (1) bulletin board in the faculty lounge, for the purpose of displaying notices, circulars, and other Association material.
- C. The Association is to be provided with a copy of minutes of all official Board meetings. A copy of the agenda will be given to the Association president or designated representative prior to any official Board meeting. A copy of current Board policies shall be maintained in the school library.

**ARTICLE 10**  
**Textbooks**

The professional staff 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 J.

**ARTICLE 11**  
**Sick Leave**

- A. Each full-time teacher shall be entitled to sick leave with full pay up to fifteen (15) school days in each year.
- B. Part-time professional personnel shall have a number of sick 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 fifteen (15) prorated days of 0.5; a teacher who is a 0.5 FTE and working two and one half (2.5) days per week is entitled to 7.5 sick days).
- C. Sick leave may be accumulated to 180 days.
- D. Upon leaving the Andover School System 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 Connecticut General Statutes 10-151. Absent extraordinary circumstances, a teacher must provide the Superintendent of Schools with written notice of his/her intention to leave the Andover School System by January 1<sup>st</sup> in order to receive the payment contemplated hereunder by the end of July. Should a teacher fail to provide written notice to the Superintendent of Schools by January 1<sup>st</sup>, then the Board may make said payment during the succeeding July.

## **ARTICLE 12**

### **Personal and Professional 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 (5) work days in a given school year. Personal days are not intended to extend holidays, or school vacations. Employees are expected to use such days in good faith and only for the stated purposes. All bargaining unit 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 illness in the immediate family\*
4. for bereavement of a non-family member
5. for religious holidays
6. for attendance of graduation exercises (self, spouse, son, daughter)
7. for birth of child by wife
8. 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.

\*In the event that a teacher has utilized all five (5) days from this category for a prolonged illness of an immediate family member, then he/she may apply to the Superintendent for an additional three (3) days to be deducted from accumulated sick leave. Any such requests are subject to the review and approval of the Superintendent, in his/her sole discretion.

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 the contract.

B. Application for leave in the above provisions shall be made in writing to the principal at least twenty-four (24) hours before taking such leave except in cases of extreme hardship. Such application must identify the specific category from Section A. above. Approval of personal leave shall be granted by the superintendent or 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 the 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 professional personnel 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 (5) prorated days of 0.5; a teacher who is a 0.5 FTE and working two and one half (2.5) days per week is entitled to 2.5 personal days).
- E. Personal leave beyond the five (5) days may be granted by the Board of Education 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.
- F. 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.
- G. Approval for attendance at a professional development activity shall be given to the teacher within five (5) 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 forty-eight (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 (8) years of continuous service in the Andover School District. The purpose of such leave shall be self-improvement and shall benefit the school district.
- B. A teacher may apply for a sabbatical of one year at sixty percent (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 that 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 bookkeeper 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 Connecticut General Statutes.)

- B. Accumulated sick leave shall be available for use during periods of such disability. Note: 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 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 other temporary disabilities.
- E. Pregnancy or childbirth shall not be the basis for termination of employment or compulsory resignation.

**ARTICLE 16**  
**Childrearing Leave**

- A. Upon written request the Board may grant an extended leave without pay for the purpose of childrearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave for any school year, or 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. Childrearing leave, like other extended leaves, shall be subject to the following provisions:
  - 1. Written request for such leave shall be submitted not less than thirty (30) days prior to commencement of such requested leave.
  - 2. 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 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.

**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 Peace Corps or Vista.

- B. Except for unforeseeable reasons, requests for this leave must be submitted to the Superintendent of Schools 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 (3) years of uninterrupted service in Andover.
- D. A teacher on such leave will be guaranteed the right to return to a teaching position in the Andover School 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**

Such leave will be granted in accordance with current statutes for 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 last known address, notifying teachers of the position change will be considered proper notification. If response from a teacher is not received within ten (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.

**ARTICLE 20**  
**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 staff 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 staff member within ten (10) days, it shall be interpreted to mean that no interest on the part of the individual staff member has been shown regarding said opening.

**ARTICLE 21**  
**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 sending college/university shall be given to the supervising teacher.

**ARTICLE 22**  
**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.

**ARTICLE 23**  
**Severability**

In the event that any provision or portion of this Agreement 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.

**ARTICLE 24**  
**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 (PPT's) shall be scheduled during a teacher's preparation periods. Special Area Teachers shall have preparation time equal to that for classroom teachers.

- B. Two of the three periods per week (Art, Music, P.E.) shall be for self-directed activities/responsibilities.

**ARTICLE 25**  
**Professional Development**

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

**ARTICLE 26**  
**Dues, Deductions and Service Fee Deduction**

1. Conditions of Continued Employment: All teachers employed by the Andover Board of Education shall, as a condition of continued employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration and grievance adjustment.
2. Deductions: The Andover Board of Education agrees to deduct from each teacher 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 September through and including the last paycheck in June. The amount of the deduction for service fee shall be equal to the total service fee divided by the number of paychecks including the first paycheck in January through and including the last paycheck in June. The amount of Association membership dues shall be certified by the Association to the Board of Education prior to the opening of school each year. The amount of service fee shall be certified by the Association to the Board of Education prior to January 1st of each school year. The only exception to these deductions would be those electing before September 1 to pay the Association in cash. A list of these employees will be submitted by September 1.
3. Subsequent Employment: Those teachers whose employment commences after the start of the school year shall pay a prorated amount equal to the percentage of the remaining school year.
4. Forwarding of Monies: The Board of Education 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.

5. Lists: No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all unit members and the positions held by said unit members. The Board shall notify the Association monthly of any changes in said list.
6. 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.
7. 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 the contract. The Association shall have the right to object to the Board's choice of attorney on the basis of qualifications in labor relations law.

**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, whereupon the material shall be corrected or expunged from the file. 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 of Education deems it necessary or appropriate to reduce the number of teachers in the Andover School District, the following procedures will be so observed to select the teacher or teachers to be non-renewed or terminated.



2. The Board of Education 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 of Education 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 professional personnel whose contracts he 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 Andover;
  - (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 and provided further that it shall be the responsibility of the teacher to maintain, with the Superintendent of Schools, a current mailing address at where he/she can be reached shall be placed on a reappointment list and remain on such list for fifteen (15) months provided such teacher does not refuse a reappointment to a full-time position and provided such teacher applies for retention of his/her name on said list on or before June 1 of each year subsequent to his/her termination caused by elimination of a position or positions. In both reappointment offers and refusals, such reappointment offers and refusals must be made in writing by registered mail.
2. The teacher shall accept or reject the position in writing within ten (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 as defined previously in this Article.

**ARTICLE 29**  
**Long-Term Substitutes**

- A. Substitutes employed for an entire school year

Such individual shall receive salary, benefits and **all** other conditions of employment contained within the collective bargaining agreement between the Andover Board of Education and the Andover Education Association. Notwithstanding the above, such individuals employed under this Agreement shall receive the benefits contained within Article 8 **ONLY** if the teacher that he/she is replacing does not continue to receive the benefits during the leave of absence.

- 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 forty (40) working days. Effective the forty-first (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 the Agreement between the Andover Board of Education and the Andover Education Association. The individual shall be eligible for the insurance benefits contained within Article 8 only if the teacher that he/she is replacing does not continue to receive the benefits during the leave of absence. All other provisions of the 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 bargaining unit 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.

**ARTICLE 30**  
**Professional Development Presentations**

1. 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:

- a. 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 compensation shall be based on a ratio of one and one-half (1 ½) hours of preparation for each hour of presentation time. By way of example, if a teacher presents three (3) 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 (4 ½) 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.
- b. 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 (a) above).

**ARTICLE 31**  
**Duration**

The provisions of this Agreement shall be effective from July 1, 2014 and shall continue and remain in full force and effect until June 30, 2017.

SIGNATURES

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Chairman  
Andover Board of Education

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President  
Andover Education Association

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Date

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Date

APPENDIX A

Type Or Print

Grievance Form A

(To be completed by aggrieved person)

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL PRESENTATION \_\_\_\_\_

HOME ADDRESS OF AGGRIEVED PERSON \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL \_\_\_\_\_

YEARS IN SCHOOL SYSTEM \_\_\_\_\_ SUBJECT AREA OR GRADE \_\_\_\_\_

NAME OF ASSOCIATION SCHOOL REPRESENTATIVE \_\_\_\_\_

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

ACTION REQUESTED:

\_\_\_\_\_  
(signature of aggrieved)

**APPENDIX A**

TYPE OR PRINT

GRIEVANCE FORM B

**DECISION OF PRINCIPAL**

**(To be completed by principal or other appropriate administrator)**

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

SCHOOL \_\_\_\_\_ PRINCIPAL (OR OTHER ADMINISTRATOR) \_\_\_\_\_

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

DATE OF DECISION \_\_\_\_\_  
\_\_\_\_\_  
(signature of principal)

AGGRIEVED PERSONS RESPONSE:

I accept the above decision of principal (or other administrator)

I hereby refer the above decision to the Superintendent of Schools

DATE OF RESPONSE \_\_\_\_\_  
\_\_\_\_\_  
(signature of aggrieved)

**APPENDIX A**

TYPE OR PRINT

GRIEVANCE FORM C

**DECISION BY SUPERINTENDENT**

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_

DATE APPEAL RECEIVED BY SUPERINTENDENT \_\_\_\_\_ DATE HEARING HELD BY SUPERINTENDENT \_\_\_\_\_

**DECISION OF SUPERINTENDENT AND REASONS THEREFORE:**

DATE OF DECISION \_\_\_\_\_  
\_\_\_\_\_  
(signature of Superintendent)

**AGGRIEVED PERSON'S RESPONSE:**

I accept the above decision of the Superintendent of Schools

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

DATE OF RESPONSE \_\_\_\_\_  
\_\_\_\_\_  
(signature of aggrieved)

**APPENDIX A**

TYPE OR PRINT

GRIEVANCE FORM D

**REVIEW BY BOARD OF EDUCATION**

AGGRIEVED PERSON \_\_\_\_\_ DATE OF FORMAL GRIEVANCE PRESENTATION \_\_\_\_\_  
DATE OF REFERRAL TO BOARD \_\_\_\_\_

BOARD RESPONSE:  
(To be completed by Board of Education Chairman)

DATE APPEAL RECEIVED BY BOARD OF EDUCATION \_\_\_\_\_ DATE HEARING HELD BY BOARD OF EDUCATION \_\_\_\_\_

**DECISION OF BOARD OF EDUCATION AND REASONS THEREFORE:**

DATE OF DECISION \_\_\_\_\_  
\_\_\_\_\_  
(signature of Board Chairman)

**AGGRIEVED PERSON'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 aggrieved)

**APPENDIX A**

TYPE OR PRINT

GRIEVANCE FORM E

**DETERMINATION REGARDING ARBITRATION**  
**(To be completed by Association President)**

AGGRIEVED  
PERSON \_\_\_\_\_

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 Chairman  
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 Chairman)



**APPENDIX B**

**2014 - 2015 Salary Schedule**

<u>Step</u>	<u>Yrs. of Exp.</u>	<u>BA</u>	<u>BA +15</u>	<u>Yrs. of Exp.</u>	<u>MA</u>	<u>MA +15</u>	<u>6<sup>th</sup> Year</u>
1	1	40,642	41,828	1	44,297	45,454	46,619
2	2	42,208	43,413	2	47,234	48,381	49,515
3	3	43,805	45,011	3	48,781	49,929	51,084
4	4	45,421	46,648	4	50,347	51,509	52,675
5	5	47,262	48,491	5	52,127	53,299	54,479
6	6	49,131	50,378	6	53,930	55,122	56,304
7	7	51,024	52,291	7	55,768	56,968	58,167
8	8	54,930	56,211	8	59,534	60,757	61,983
9	9	56,927	58,216	9	61,471	62,697	63,941
10	10	59,697	61,020	10-11	64,183	65,430	66,700
11	11	63,349	64,749	12	68,941	70,262	71,608
12	12	67,065	68,545	13+	73,773	75,169	76,590

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 of the salary schedule shall receive \$800.00 annually upon the completion of 17 years.

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.

**APPENDIX C**

**2015 - 2016 Salary Schedule**

<u>Step</u>	<u>Yrs. of Exp.</u>	<u>BA</u>	<u>BA +15</u>	<u>Yrs. of Exp.</u>	<u>MA</u>	<u>MA +15</u>	<u>6<sup>th</sup> Year</u>
1	1	41,353	42,560	1	45,072	46,249	47,435
2	2	42,947	44,172	2	48,061	49,228	50,381
3	3	44,572	45,799	3	49,635	50,802	51,978
4	4	46,216	47,465	4	51,228	52,410	53,597
5	5	48,089	49,340	5	53,039	54,231	55,432
6	6	49,991	51,260	6	54,873	56,087	57,290
7	7	51,916	53,206	7	56,744	57,965	59,185
8	8	55,891	57,194	8	60,576	61,820	63,068
9	9	57,923	59,235	9	62,547	63,795	65,060
10	10	60,741	62,088	10	65,306	66,575	67,867
11	11	64,457	65,882	11-12	70,147	71,492	72,861
12	12	68,239	69,744	13+	75,064	76,484	77,931

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 of the salary schedule shall receive \$800.00 annually upon the completion of 17 years.

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.

**APPENDIX D**

**2016 - 2017 Salary Schedule**

<u>Step</u>	<u>Yrs. of Exp.</u>	<u>BA</u>	<u>BA +15</u>	<u>Yrs. of Exp.</u>	<u>MA</u>	<u>MA +15</u>	<u>6<sup>th</sup> Year</u>
1	1	42,077	43,305	1	45,861	47,059	48,265
2	2	43,698	44,945	2	48,902	50,089	51,263
3	3	45,352	46,600	3	50,503	51,692	52,887
4	4	47,025	48,295	4	52,124	53,327	54,535
5	5	48,930	50,203	5	53,967	55,180	56,402
6	6	50,866	52,157	6	55,834	57,068	58,292
7	7	52,825	54,138	7	57,737	58,979	60,221
8	8	56,869	58,195	8	61,636	62,902	64,171
9	9	58,937	60,272	9	63,642	64,911	66,198
10	10	61,804	63,175	10	66,449	67,740	69,055
11	11	65,585	67,035	11	71,375	72,743	74,136
12	12	69,433	70,965	12+	76,377	77,823	79,294

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 of the salary schedule shall receive \$800.00 annually upon the completion of 17 years.

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.

**APPENDIX E**  
**SALARY PAYMENT PREFERENCE FORM**

Teacher: \_\_\_\_\_

I wish to be paid on a

Ten month basis

Twelve month basis - the remaining payments due June 30th

Please deduct \$ \_\_\_\_\_ per pay period for Credit Union deposit.

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

This salary preference and deduction form is to be filed with the school bookkeeper by Friday of the first week of school.

**APPENDIX F**  
**EXTRA-DUTY STIPENDS**

**Positions**

Computer Coordinator	\$ 550
Lego Coach	600
Intramural Coaches	750
Head Teacher	1,300
Yearbook Advisor	500
PreSchool/School Readiness Teacher	\$35.00 per hour compensation for up to five (5) required meetings in the evening.

## **APPENDIX G**

### **EXTRA-DUTY POSITIONS**

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

**Memorandum of Understanding  
between the  
Andover Education Association  
and the  
Andover Board of Education**

**RE: Negotiations of Article 4, Teacher Salaries, Section A-2**

The parties hereby agree to the following:

1. Article 4, Section A-2 states:

The average school day shall be seven and one-half (7 1/2) hours in length. If the school day is lengthened, except for de minimis changes, the board of education shall compensate members of the bargaining unit at a rate of compensation based upon a pro-rating of their annual salaries equal to a percentage of the time the school day is extended.

2. Teachers are required to arrive forty (40) minutes prior to the start of the student day and remain twenty (20) minutes after the close of the student day.
3. The parties agree to maintain the teacher day at seven and one-half (7 1/2) hours for the successor agreement.
4. During the 2004-05 school year, a joint committee of the administration and the Association will meet and review the existing schedule for student contact time with a goal of restructuring and increasing within the seven and one-half (7 1/2) hours the total amount of student contact time.
5. The parties agree that the impact of additional student contact time within the defined workday, commencing with the 2005-06 school year, is relevant to the salary negotiation occurring at present.
6. In the event that the parties cannot mutually agree by April 1, 2005 to the student day, effective for the 2005-06 school year, the Board shall exercise its statutory right to set the student day. In addition, the Association shall exercise its right to bargain the impact, in accordance with the provisions of 10-153f(e).

\_\_\_\_\_

for the Andover Education Association

\_\_\_\_\_

Date

\_\_\_\_\_

for the Andover Board of Education

\_\_\_\_\_

Date