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Collective Bargaining Agreement

Andover Education Association
Unit A

and

Andover School Committee

2023-2024
2024-2027

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This AGREEMENT is entered into as of September 1, 2023, and shall continue in full force and effect through August 31, 2024. This AGREEMENT is entered into as of September 1, 2024, and shall continue in full force and effect through August 31, 2027.

CONTRACT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, this Contract is made this 14th day of November, 2023, to be effective September 1, 2023 by the School Committee of the Town of Andover (hereinafter referred to as the Committee) and the Andover Education Association (hereinafter referred to as the Association).

PREAMBLE

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

A. Under the law of Massachusetts, the Committee, elected by the citizens of Andover, has final responsibility for establishing the educational policies of the public schools of Andover. Nothing in this agreement shall be deemed to derogate from or impair the powers and responsibilities of the Committee under the statutes of the Commonwealth, or the rules or regulations of any agency of the Commonwealth. As to every matter not covered by this Agreement, the Committee retains all the rights, powers, and duties it has by law, and may exercise the same without any such exercise being made the subject of an arbitration proceeding hereunder;

B. The Superintendent of Schools of Andover (hereinafter referred to as the Superintendent) has responsibility for carrying out the policies so established;

C. The teaching staff of the public schools of Andover has responsibility for providing in the classrooms of the schools, education of the highest possible quality;

D. Fulfillment of these respective responsibilities can be facilitated and supported by consultation and free exchange of views and information between the Committee, the Superintendent, and the teaching staff in the formulation and application of policies relating to wages, hours, and other conditions of employment for the teaching staff;

E. To give effect to these declarations, the following principles and procedures are hereby adopted.

ARTICLE 1 - SCOPE

1-01 For the purposes of collective bargaining with respect to wages, hours, and other conditions of employment, the negotiating of collective bargaining agreements, and any questions arising thereunder, the Committee recognizes the Association as the exclusive bargaining agent and

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representative of all professional employees defined in 1-02 (as such employees are defined in Chapter 150E of the General Laws of Massachusetts).

1-02 Unit A shall be comprised of all classroom teachers, head teachers, program heads with teaching assignments, media librarians/digital learning specialists, learning specialists, guidance counselors, school social workers, moderate and severe special education teachers, speech and language therapists, Board Certified Behavioral Analysts with a DESE license, registered nurses, occupational therapists, physical therapists, coordinator of the gifted and talented program excluding paraprofessionals and all other employees.

1-03 The Association agrees to allow the Committee to assign unit work to the Program Advisors at up to 40% per advisor. Should the Program Advisors be assigned 50% or more classroom instruction, the Committee agrees to join the Association in petitioning the Massachusetts State Labor Relations Commission to accrete the positions into the bargaining unit. Major assignments of substantive bargaining unit work to administrators will not be made without the consent of the Association.

1-04 The Association and the School Committee have established mutual goals of maintaining and promoting student achievement; recruiting and retaining the best teachers; and promoting education to the community of Andover. During the life of this Agreement, either party may institute discussions of issues that affect our mutual goals. Discussions, under normal circumstances, shall commence no later than two weeks after receipt of notice.

ARTICLE 2 - CONDITIONS OF EMPLOYMENT

2-01 If, during the life of the contract, any teacher feels that an action taken by the Committee or Administration adversely affects his/her conditions of employment but does not violate the contract, the teacher should discuss the matter with his/her immediate supervisor to see if the matter can be resolved. If not resolved then:

A. The matter will be discussed by the teacher involved, the President of the Association, and the supervisor and/or principal; if still not resolved, with the Director of Human Resources.

B. If the matter is still not resolved, the President of the Association and Association representatives will discuss the matter with the Superintendent.

C. If the matter is still not resolved, the President of the Association and representatives of the Association will discuss the matter with representatives of the Committee in an effort to resolve the matter. If the Association and Committee so desire, they may seek the assistance of a mutually agreed upon third party for recommendations for resolving the matter.

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2-02 Any person(s) appearing before the Committee with regard to any matter connected with this Agreement shall be allowed to speak and have representatives of the Association act on his/her behalf provided the person is to speak on an agenda item.

ARTICLE 3 - DUES DEDUCTION AND AGENCY SERVICE FEE AND VOTE

3-01 The Committee hereby accepts the provisions of Section 17-C of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Town Treasurer of the Town of Andover, all payroll deductions for the payment of dues to the Association duly authorized by employees covered by this contract.

3-02 The Union agrees to indemnify the School Committee for damages or other financial loss which the School Committee may be required to pay or suffer by an administrative agency or Court of competent jurisdiction as a result of the School Committee's compliance with this Article.

3-03 Those unit members who give written authorization to the Business Office shall have a deduction in the authorized amount from each paycheck to VOTE (Voice of Teachers in Education). Authorization for the deduction must be submitted by October 15.

ARTICLE 4 - GRIEVANCE PROCEDURE

4-01 The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those grievances which, from time to time, may arise and affect the conditions of employment of the employees covered by this contract. The Committee and the Association desire that such procedures shall always be as informal and confidential as may be appropriate for the grievance involved; and nothing in the contract shall prevent any such employee from individually presenting any grievance of the employee.

4-02 **Definition of a Grievance**. Any complaint by an employee in the bargaining unit that: (1) he/she has been subject to a violation, inequitable application, or misinterpretation of the contract, or (2) he/she has been subject to an unfair or discriminatory act or conditions contrary to the contract.

4-03 When used in this Article 4, "Day" shall mean:

A. During the school year, school days.

B. During the summer, Monday through Friday, except for holidays.

4-04 Grievance Resolution. In a case of a grievance, the following procedure will be followed:

LEVEL ONE

A. The principal or supervisor shall meet with the grievant and the Association within five (5) days of receipt of a grievance complaint and shall render his/her decision in writing to the

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grievant and the Association within five (5) days following the meeting.

LEVEL TWO - SUPERINTENDENT

A. If the grievance is not resolved after presentation at Level One, the Association, may within five (5) days, submit the grievance to the Superintendent.

B. Within five (5) days after receipt of the grievance, the Superintendent (or his/her designee) shall meet with the grievant and the Association to consider the grievance. The Superintendent (or his/her designee) shall, within five (5) days of the conclusion of this meeting, render his/her decision in writing to the grievant and the Association.

LEVEL THREE - SCHOOL COMMITTEE

A. If the grievance is not resolved at Level Two, the Association may, within five (5) days, submit the grievance to the Committee.

B. Within ten (10) days after submission of the grievance to the Committee, the Committee (or designated members thereof) shall meet with the grievant and the Association to consider the grievance. The Committee shall render its decision in writing to the grievant and the Association within five (5) days of the meeting.

4-05 **ARBITRATION**. If, at the end of twenty-five (25) days next following presentation of the grievance in writing to the School Committee, the grievance shall not have been disposed of to the satisfaction of the Association and the School Committee, and the grievance shall involve the interpretation or application of any provision of this contract, the Association may, by giving written notice to the School Committee within the ten (10) days next following conclusion of such period of twenty-five (25) days, present the grievance for arbitration in accordance with General Laws, Chapter 150E in which event the School Committee and the Association shall forthwith submit the grievance to a mutually agreed upon third party outside the Andover School System to be chosen within five (5) days, and, if no third party is so chosen, to arbitration under the rules of the American Arbitration Association.

4-06 The arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning and conclusions on the issues submitted. In determining if there has been a violation of the contract, the arbitrator must interpret the contract but he/she will have no power to change, alter, add to or subtract from any of the terms of the contract. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator will be submitted to the Association and the Committee and will be final and binding. The cost of the arbitrator will be borne equally by the parties.

4-07 **GENERAL.** If at the end of twenty (20) days next following the occurrence of any grievance, or the date of first knowledge of its occurrence by any employee affected by it, the grievance shall not have been presented at Level One of the procedure, set forth above, the grievance shall be

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deemed to have been waived; and any grievance in course under such procedure shall also be deemed to have been waived if the action required to present it to the next level in the procedure shall not have been taken within the time specified.

4-08 If any employee covered by this contract shall present any grievance without representation by the Association, the disposition, if any of the grievance shall be consistent with the provisions of this contract, and if the Association shall so desire, it shall be permitted to be heard at each level of the procedure under which the grievance shall be considered.

4-09 No written communication, or other document, or record relating to any grievance shall be filed in their personnel file maintained by the School Department of the Town of Andover for any employee involved in presenting such grievance.

4-10 It may be mutually agreed upon by both parties involved at any time at Levels One through Three of the grievance procedure, that the amount of waiting time specified before proceeding to the next level may be waived.

4-11 If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent and/or his/her designee. The grievance will be processed through the levels of the grievance procedure starting at Level Two. The Association may process such a grievance even though all the aggrieved persons do not wish to do so.

4-12 The discharge of employees covered by this contract shall be handled solely in accordance with the terms of Massachusetts General Laws, Chapter 71, Section 42. No employee may grieve and/or arbitrate a discharge except in accordance with the procedures set forth in M.G.L. c. 71, § 42 unless a court or other official body rules that c.150E still applies to these cases.

4-13 The arbitrator shall not review or consider any provisions in this Agreement applicable solely to occupational therapists and/or physical therapists for any grievance regarding a position that is not an occupational therapist or physical therapist. The arbitrator shall not review or consider any provisions in this Agreement that are not expressly applicable to the occupational therapists and/or physical therapists for any grievance regarding an occupational therapist and/or physical therapist.

ARTICLE 5 - REOPENING

5-01 This Agreement shall continue in full force and effect from September 1, 2023 through August 31, 2024. This Agreement shall further continue in full force and effect from September 1, 2024, through and including August 31, 2027. Should either party wish to reopen for a successor agreement, they shall notify the other party in writing on or before October 15, 2026 of their desire to commence bargaining.

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ARTICLE 6 - GRADUATE STUDY

6.01 REIMBURSEMENT FUND

A. Effective September 1, 2017, the Committee will establish a tuition reimbursement fund for employees in positions represented by this bargaining unit. Such Fund shall be $85,000 for the 2017-2018 school year and $100,000 for the 2018-2019 school year and each school year thereafter. Unused funds shall not carry over to the next contract year. The following rules apply to the Tuition Reimbursement Fund:

i. An applicant applying for tuition reimbursement must have been employed by the Andover Public Schools in a Unit A position for a minimum of one (1) year prior to applying for tuition reimbursement and must be employed by the Andover Public Schools at the time of reimbursement.

ii. Effective September 1, 2023, there is a limit of two thousand five hundred dollars ($2,500) of reimbursement for graduate credits per contract year per employee up to the funding maximum per contract year.

iii. The deadline to apply for tuition reimbursement is May 1 of the fiscal year prior to which the funding is to be appropriated.

iv. An employee seeking graduate credit tuition reimbursement must submit a written application for tuition reimbursement to the Superintendent or her/his designee.

v. An employee must obtain prior written approval from the Superintendent or his/her designee prior to taking the course; the decision of the Superintendent/ designee shall not be arbitrary or capricious and shall be final and binding.

vi. Employees may not obtain reimbursement for tuition if there is a voucher available to use for the course.

vii. The Employee must obtain a grade of “B” or better in the pre-approved course to be entitled to reimbursement. If the course is not offered for a grade and is only offered on a pass/fail basis, the employee must receive a “pass” in the course to receive reimbursement.

viii. On or before April 1 in the fiscal year in which the course was taken, the employee must notify the Business Office by email that the employee will be submitting a grade for reimbursement for the approved course on or before June 15. An employee who fails to make the required notification on or before April 1 and/or fails to submit a transcript for the approved course with a grade by June 15 shall forfeit the right to this benefit, unless the Business Office approves an extension to the June 15 deadline.

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B. The graduate study must meet the requirement under Appendix A, Explanation of Tracks. To advance to the next track, an employee must provide the Superintendent with written notice of such anticipated advancement on or before December 1st of the school year prior to September in which the employee seeks to advance.

C. An employee may request reimbursement for application costs required to obtain his/her initial National Board Certification. Such reimbursement shall not exceed one thousand five hundred ($1,500), shall be paid from the tuition reimbursement fund in Section A. of this Article 6.01, and is subject to the tuition reimbursement fund maximum per contract year. Effective September 1, 2021, an Employee may request reimbursement for application costs required to obtain his/her initial National Board Certification. Such reimbursement shall not exceed two thousand dollars ($2,000), shall be paid from the tuition reimbursement fund in Section A. of this Article 6.01, and is subject to the tuition reimbursement fund maximum per contract year.

   An Employee seeking reimbursement for initial National Board Certification under Section C. must meet the following requirements.

   i. An Employee applying for reimbursement pursuant to Section C. must have been employed by the Andover Public Schools in a Unit A position for a minimum of one (1) year prior to applying for reimbursement and must be employed by the Andover Public Schools at the time of reimbursement.

   ii. An Employee must obtain prior written approval from the Superintendent or her/his designee prior to applying for National Board Certification.

   iii. An Employee must submit a written application for reimbursement with a copy of the Employee's initial National Board Certification to the Superintendent or her/his designee.

D. Effective September 1, 2023, no employee is eligible for reimbursement under Section A. and/or Section B. and/or Section C. of this Article 6-01 exceeding two thousand five hundred dollars ($2,500) per contract year.

6-02 **HORIZONTAL SALARY ADJUSTMENTS**

A. Salaries will be adjusted in September and February for staff members who accumulate enough credits to move up one (1) or more tracks.

B. Evidence of completion of credits must be submitted to the Director of Human Resources by September 1 and February 1 for the change to be effected.

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C. Intent to change tracks must be submitted by December 1 of the school year prior to the change.

6-03 Any unusual cases will be decided by the School Committee on the recommendation of the Superintendent.

Reimbursement for such courses shall be made in April, July, or October.

6-04 The "semester hour" is described as follows:

A. The term "30" represents an amount of graduate level study past the Master's degree equivalent to the amount required to obtain a Master's degree at the institution granting the graduate study credits; at least a minimum grade of "B" based on the total hours is required. If credit hours from different institutions are utilized, they must be normalized depending on the credit system employed by the institution granting the graduate credit.

B. The term "60" represents an amount of graduate level study past the Master's Degree equivalent to twice the amount required to obtain a Master's degree at the institution granting the graduate study credit; a "B" average based on the total hours is required.

C. The term "hour" shall represent 1/30th of the amount of work required to obtain a Master's Degree as indicated in "a" above.

D. The definition of "hour" may be modified by the School Committee in special cases which are not covered by this Article.

ARTICLE 7 - TEACHER YEAR, DAY, LOAD

7-01

A. The work year of teachers will begin no earlier than the Monday before Labor Day and terminate no later than June 30, but will in no event be more than four (4) days more than the number of days when pupils are required to be in attendance by state law. The Parties agree that when the work year for teachers starts during the week before the Labor Day holiday, the Friday immediately before the Labor Day holiday shall not be a scheduled work day for teachers. The "teacher year" will include days when pupils are in attendance, orientation days at the beginning of the school year, conference days, and any other days when teacher attendance is required. The parties reserve their right to bargain on the subject for future years.

B. Each High School guidance counselor may be required to work up to and including five (5) additional work days beyond the normal work year in Article 7-01 A. at the discretion of the high school principal.

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C. Each Educational Team Facilitator (ETF) may be required to work up to ten (10) additional work days beyond the normal work year in Article 7-01 at the discretion of the Director of Student Services.

7-02 The Committee will consult with the Association regarding the calendar for the following year by December 1. The Parties agree that the consultation period shall not exceed 30 calendar days. After such consultation, the Committee will prepare the calendar and will again consult with the Association for a period of no more than 15 calendar days before final approval. The calendar for the following year will be posted before the end of the teacher year. The final decision regarding the calendar will be made by the Committee. The Parties agree that, if proposed by the Committee, they may establish the school calendar two (2) school years in advance.

7-03

A. Teachers may be required to report ten (10) minutes before student starting time.

B. Teachers may be required to remain thirty (30) minutes after student dismissal time, except on Fridays and the day before a holiday. However, notwithstanding the prior exception, teachers will continue to do bus duty on Fridays and the day before a holiday.

C. Teachers will provide adequate time for extra-help sessions for students.

D. Teachers will provide adequate time for parent-teacher conferences. Such time will not exceed the past practice of the last three (3) school years.

E. Teachers may be required to participate in other professional activities.[1]

Each month[2] three (3.0) hours shall be dedicated to regularly scheduled faculty meetings and department meetings (time shall be allocated as one (1) ninety (90) minute faculty meeting and one (1) ninety (90) minute content/department meeting). Such meetings shall be scheduled by the Employer, however shall be scheduled on the same day of the week.

The Employer may call for three (3) additional meetings per school year, not to exceed ninety (90) minutes. Such meetings shall not take place on Thursdays or Fridays. Employees will be provided with a minimum of 72 hours advance notice of the required

[1] For the 2023-2024 academic year, Teachers may be required to participate in other professional activities for a time not to exceed six (6) hours in any month. Reasonable effort will be made to give all teachers affected at least forty-eight (48) hours notice regarding the scheduling or rescheduling of this time. Under normal circumstances, the time shall be scheduled contiguous to the regular workday. The parties agree that the second high school open house will be included as part of the six (6) hour requirement. The high school principal will consult with the Union on the scheduling of the remaining four (4) hours for that month.

[2] Effective September 1, 2024.

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meeting/professional activity with a minimum of a draft agenda and such will generally be scheduled contiguous to the regular work day.

Effective September 1, 2017 a joint committee of high school administrators and high school teachers will work together to develop an event in lieu of the second high school open house.

7-04 The starting and dismissal times for students shall be as follows:

Elementary Schools	9:00 A.M. - 3:30 P.M.
Middle Schools	8:15 A.M. - 2:50 P.M.
Senior High School	8:15 A.M. - 2:51 P.M.

Starting times may be varied by the School Committee, but the length of the pupil day will not be increased.

The parties agree to create a JLMC to begin and end in the 2024-2025 school year. The JLMC shall be comprised of a maximum of 12 individuals: 6 to be appointed by the District and 6 to be appointed by the Union. The JLMC shall meet outside of the contractual work day and shall be tasked with discussing student start and end time. The JLMC shall have the authority to make non-binding recommendations to the School Committee prior to the end of the 2024-2025 school year.

7-05 Teachers will have a duty-free lunch period of the following length:

Elementary Schools	35 Minutes
Middle Schools	30 Minutes
Senior High Schools	30 Minutes
Nurses	30 Minutes

7-06 Teachers in grades 6-8 will, in addition to their lunch period, be scheduled for 225 minutes of preparation time during a five day work week. During this preparation time, teachers shall not be assigned to duties. Where possible, preparation time shall be scheduled so that no time period is less than thirty (30) minutes duration.

Recognizing the importance of common team planning time to the functioning of the middle school model, middle school academic subject area teachers who are part of an academic core team will be scheduled for 225 minutes of common team planning in a five day work week. Foreign Language, Integrated Arts, and Physical Education teachers will be scheduled for 90

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minutes of team planning time per five day week. Where possible, team planning time shall be scheduled so that no time period is less than thirty (30) minutes duration.

7-07 In addition to lunch and duty-free recess time, each elementary teacher shall have at least two hundred eighty (280) minutes of uninterrupted preparation time per week. Where possible, preparation time shall be scheduled so that no time period is less than thirty (30) minutes duration. Two (2) preparation periods per month shall be scheduled by administrators. The time will be utilized to engage teachers in school-related initiatives, curriculum development, or other professional activities.

7-08 This article is intentionally left blank.

7-09 There will be a twenty-five (25) minute recess[3] each day in the elementary schools. Except on days when inclement weather causes indoor recess, each elementary teacher will be free of duties during this recess. The Employer shall schedule one (1) twenty-five (25) minute period per month to be utilized to engage teachers in school-related initiatives, curriculum development, or other professional activities.[4]

TEACHER LOAD

7-10 No teacher shall be asked to substitute for another except in case of emergency. An emergency is understood to be no more than one (1) day in duration.

7-11 Middle school teachers: Core academic teachers (English language arts, math, science, and social studies and Team-based Special Education teachers assigned to one or more Teams) in the Middle School shall have 1375 minutes per 5-day week of student contact time. Integrated arts teachers (art, music, health, and engineering) physical education teachers and world language teachers in the Middle School shall have 1510 minutes of student contact time per 5-day week. Student contact time includes teaching time, home room, duties, and necessary passing time. Teaching minutes will be scheduled so that no time period is less than 30 minutes in duration in a full school day.

7-12 High school and middle school teachers will not be required to teach in more than two (2) subject areas. The number of preparations within each department shall be equitably distributed within each department.

7-13 Teacher-pupil ratios will be determined by the type of program, frequency of meetings, and the purpose of the instructional unit. The ratios will be a departmental or team consideration in the high school, and middle schools, and a primary or intermediate grade consideration in the elementary schools. In each case where the individual student-teacher ratio represents excessive responsibilities, assistance will be provided.

[3] Effective September 1, 2024. Fifteen (15) minutes for the 2023-2024 academic year.

[4] Effective September 1, 2024.

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When a disagreement exists about whether such responsibilities are or are not excessive, the grievance procedures will be followed to settle the disagreement.

7-14 Senior High School Schedule

A. Definitions

i. “Instructional Day” means the period each day during which students are required to attend school, starting with the time at which students must be present and ending with the time of student dismissal excluding reasonable passing time and teacher’s lunch.

ii. “Schedule Cycle” means the eight (8) days it takes to complete one full student schedule rotation. Schedule Cycles need not be contiguous. Cycles can be interrupted to allow for days dedicated to extended learning communities and for experiential and project-based learning opportunities provided such days and activities have been scheduled, except in extraordinary circumstances, prior to the start of the academic year.

iii. “Student Learning Community” means distributed advising to a cohort of students that is expressly used for academic-related remedial and enrichment opportunities for students, the administration of social-emotional and guidance curricula, group assemblies, the supervision of independent studies, senior exhibitions, community service projects, and other similar activities.

iv. “Professional Learning Community” means a non-teaching period of professional collaboration during which teachers will be scheduled to cohorts facilitated by teachers and administrators. The time will be utilized to engage teachers in school improvement initiatives, curriculum development, or other professional activities.

B. High School Work Day

A Schedule Cycle will include the following:

i. Over the course of a cycle, an average of 75% of a teacher’s instructional day will be designated to teaching assignments. These teaching assignments will include class time and time a teacher is assigned to Student Learning Community periods.

ii. Over the course of a cycle, no teacher will be required to teach more than five (5) course sections and an additional section of Student Learning Community.

iii. No teacher will be required to teach more than four (4) periods in a day which can include the Student Learning Community period.

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iv. Teachers will be scheduled for one prep period a day that is no fewer than 60 minutes.

No less than 5% of a teacher's Schedule Cycle will be devoted to a professional learning community.

C. HIGH SCHOOL BELL SCHEDULE. The parties agree to create a JLMC to begin and end in the 2024-2025 school year. The JLMC shall be comprised of a maximum of 12 individuals: 6 to be appointed by the District and 6 to be appointed by the Union. The JLMC shall meet outside of the contractual work day and shall be tasked with discussing student start and end time. The JLMC shall have the authority to make non-binding recommendations to the School Committee prior to the end of the 2024-2025 school year.

ARTICLE 8 - SPECIALISTS

8-01 The following specialists may be required to teach in their specialty in the classroom the equivalent of one (1) day per week: instructional specialists, speech and hearing, media librarians, health educators, and guidance counselors.

8-02 The teachers of the self-contained substantially separate classrooms for the emotionally disturbed, developmentally delayed, physically handicapped and perceptually handicapped will be paid a salary differential of $1086.00.

8-03 Certified specialists within the Special Needs Department who are designated as Education Team Facilitator and ESL liaison will receive a differential of $2793 based upon the added responsibility connected with conducting and monitoring evaluations of students.

8-04 School Social Workers employed in this position before the 2001-2002 school year will receive a differential of $2793 based upon added responsibility and time requirements.

8-05 The required work day for each guidance counselor, speech and hearing specialist and media librarian will be no longer than that of teachers. However, their schedule may vary from that of teachers.

ARTICLE 9 - INTERSCHOOL AND PROFESSIONAL LEAVE TRAVEL

9-01 Classroom teachers and specialists assigned to more than one (1) building will be given adequate time for travel between schools. In arranging schedules for such personnel, an effort will be made to limit all interschool travel.

9-02 No person required to travel shall utilize either his preparation or lunch time for such travel.

9-03 Personnel who are assigned to more than one (1) school will receive mileage reimbursement in accordance with current IRS reimbursement regulations.

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9-04 Professional leave mileage shall be reimbursed at the I.R.S. rate per mile subject to the submission of an expense voucher.

ARTICLE 10 - RESIGNATIONS AND RETIREMENT

10-01 The Andover School District contracts with professional personnel on a yearly basis, by virtue of the salary agreement. When it is known by an employee that he or she will not be able to complete the salary year, the employee is obligated to notify the Superintendent.

10-02 The termination day of employment is to be mutually determined by the Superintendent and the resigning teacher. If, after discussion, mutual agreement is not reached, the termination day of employment will be decided by the Superintendent.

10-03 No resignation will be accepted during the school year to take effect prior to the end of the school year except for reasons of illness, pregnancy, other justifiable cause as approved by the Superintendent.

10-04 Replacement for individuals resigning because of pregnancy may be at any time after official notification of the Superintendent. Notification of resignation because of pregnancy shall be given as soon as feasible.

10-05 No resignation is to become effective until thirty (30) days after its receipt by the Superintendent of Schools unless such requirement is waived by the Superintendent.

Each employee shall notify the Superintendent of Schools no later than November 30th of his/her anticipated retirement on or after July 1 and before the start of the school year following July 1. Each employee who so notifies the Superintendent of Schools no later than November 30th of his/her anticipated retirement and who retires on or after July 1 and before the start of the school year following July 1, shall receive a supplemental payment of $1,000 upon retirement.

10-06 No resignation shall be submitted subsequent to August 1, to take effect prior to the end of the ensuing school year except as provided in "03" of this Article. The School Committee may request the Association to take appropriate action against such member in accordance with their constitution and the School Committee may take appropriate action.

ARTICLE 11 - ASSIGNMENTS AND TRANSFERS

11-01 In order to ensure that pupils are taught by teachers working within the areas of their competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.

11-02 Voluntary Transfers

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A. Teachers who desire a change in grade and/or subject assignments or who wish to transfer to another building shall file a written statement of such desire with the Superintendent not later than March 1, unless the position in which the teacher is interested becomes vacant subsequent to March 1. In the latter case, the statement must be filed within ten (10) school days of the vacancy.

B. If the statement is filed by March 1, the Superintendent shall notify the teacher as to the disposition of the request no later than June 15. If the statement is filed after March 1, the Superintendent shall notify the teacher by June 15 if practicable and, if not, as soon thereafter as practicable, but in no event after August 1.

11-03 Involuntary Transfers

A. If a teacher is to be transferred involuntarily, notice of the intent to transfer shall be given in writing. Said notice shall include the reasons for transfer.

B. Notice of intent to transfer shall be given by June 15, unless a later notice is necessary because of unanticipated changes in enrollment or resignations. In no event shall such transfer be implemented after the first full week of the school year.

C. The teacher who has received notice of intent of transfer, if he/she so requests, shall be granted a conference with the Superintendent (or his/her designee) and the Principal(s) involved. The teacher may be accompanied by an Association representative.

D. Said conference must be requested by the teacher within five (5) school days of the receipt of notice of intent to transfer, and said conference must be held within five (5) school days of receipt of the request. Final disposition must be given in writing within five (5) school days of the conference.

E. A teacher with a schedule split between two (2) schools may have that schedule reassigned to another qualified member of the department by submitting a written request for a change to the Superintendent no later than April 1.

11-04 If the need to transfer occurs after June 15, but before the end of the school year:

A. Notice of intent to transfer shall be given as soon as possible.

B. The conference provided in 11-03 shall take place before the end of the school year.

C. The teacher shall be given disposition in writing within five (5) days of the conference.

11-05 If the need to transfer occurs during the summer:

A. Notice of intent to transfer shall be sent by certified mail to the summer address of the

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teacher with a copy to the President of the Association.

B. The teacher shall contact the Superintendent or his/her designee within five (5) days of receipt of the notice.

C. The conference provided in 11-03 shall take place within ten (10) days.

D. The teacher will be given disposition in writing within five (5) days of the conference.

ARTICLE 12 - NON-TEACHING DUTIES

12-01 The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to that end, and that teachers will not be required to carry out a non-professional assignment. Collecting money from students for non-educational purposes will be kept to a minimum. Elementary teachers will not be required to distribute milk or supervise cafeterias. Teachers will not be required to do custodial duties.

ARTICLE 13 - DEVIATIONS FROM SALARY SCHEDULE

13-01 There will be no deviation from the agreed salary policy as outlined for regularly elected personnel except as follows:

A. Permanent substitutes who after ten (10) consecutive days of substitute services in the system, as for long-term service (to finish a school year), shall be paid at a daily rate computed at the Bachelor's minimum as shown in Appendix A.

Effective September 1, 2021, permanent substitutes who after ten (10) consecutive days of substitute services in the system, as for long-term service (to finish a school year), shall be paid at a daily rate computed at the Bachelor’s Step 1, Step 2 or Step 3 rate as shown in Appendix A; such Step determined by the Superintendent/designee after considering the prior teaching experience of the permanent substitute.

B. For marginal performance of duties, personnel whose performance of duties is evaluated as below average shall be notified in writing ninety (90) days prior to the re- election date. The staff member will be allowed an appearance before the Superintendent before the deviation becomes final.

C. If it is adjudged necessary for any personnel affected by this salary policy to have pay withheld, such a loss of pay shall be computed as follows:

School Year Personnel -	loss of pay shall be computed on a daily rate from the formula of annual salary divided by the

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	number of days in session since salaries are based upon the school year.
Other -	in the case of personnel receiving extra-duty compensation, loss will be computed on the part of the salary for the duty which has not been completely fulfilled.

ARTICLE 14 - GENERAL

14-01 There shall be no discrimination against any staff member for participation in Association activities.

14-02 The hiring, assignments, and transfers of personnel covered by this contract will be made without regard to race, creed, color, religion, nationality, age, gender, or marital status.

14-03 Guidance counselors and administrators shall not be excluded from consideration for extracurricular positions. The Superintendent will give preference to qualified Andover school employees in filling coaching and extracurricular positions.

14-04 The Committee will provide the Association with:

A. The Committee will post the current handbook of policies and regulations of the Committee on the website;

B. The Committee will post new or revised pages on the website.

C. The Committee will post the notification of any pages to be deleted on the website.

14-05 In scheduling after-school activities, the Superintendent's office will, except in cases of emergency or where compelling and overriding circumstances otherwise require, leave Thursday afternoon free of activities so that the Association may schedule activities for that afternoon.

14-06 On the first Tuesday of October, January, and March (or such other dates as may be determined by mutual agreement), a committee comprised of no more than three (3) members of the Association will meet with the Superintendent and up to two (2) other members of the administration chosen by the Superintendent. These meetings will be for the purpose of discussing matters of mutual concern. These meetings are not for the purpose of bargaining. Either the Association or the Superintendent may invite the Committee to send a representative(s) to the meeting.

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ARTICLE 15 - SICK LEAVE

15-01 Sick leave shall be fourteen (14)[5] days per year with accumulation up to one hundred eighty (180) days.

15-02 Fifteen (15) of these days per year may be used for professional personnel (a) if his or her absence is required in order to attend an ill spouse, child, or parent; and/or (b) three (3) of these days may be used to observe religious holidays. Two (2) weeks' notice to the Human Resources Office will be given if days are to be used for religious holidays.

Effective for leaves commencing after ratification, employees eligible and approved for leave pursuant to the FMLA may use up to sixty (60) days to be deducted from the Employee's accrued sick leave, for extraordinary circumstances requiring the Employee to attend to an ill spouse, child or parent.

15-03 A medical certificate, signed by a duly licensed physician, may be required for all absences exceeding five (5) consecutive school days.

15-04 This section is intentionally left blank.

15-05 A Board consisting of a Chairperson appointed by the Association, two (2) other members chosen by the Association, and three (3) representatives chosen by the Superintendent will oversee the operation of a sick leave bank operating under the following conditions:

A. Assistance is aimed at those individuals who have long-term terminal, mental, or accidental illness which results in the exhaustion of accumulated sick leave.

B. Initial funding of the bank will be at the rate of one (1) day per teacher; the total annual sick leave will be reduced from fourteen (14) to thirteen (13) days for the first year.

C. Individual petitions will be presented to the Board by interested parties.

D. The maximum number of bank days granted to an individual will not exceed fifty (50) days after which a new petition must be presented and updated.

E. When the sick bank falls below two-hundred fifty (250) days accumulations, each teacher will then contribute one (1) more day, to be deducted from his yearly sick day credit.

F. In the event the bank is depleted, additional bank days will be funded on a voluntary basis, not to exceed one additional day per person.

G. Petitioner or his/her representative must present pertinent medical data and proof of illness. A response to any petitioner will be forwarded within two (2) weeks.

[5] 15 days for the 2023-2024 academic year. 14 days effective September 1, 2024.

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H. All decisions by the Sick Leave Bank Board will be by a simple majority vote.

I. All petitions are to be held in strict confidence within the confines of the Sick Leave Bank Board only. All committee decisions are final, subject to one (1) appeal by the petitioner.

J. The Board will review any case of sick bank abuse, and after proper investigation, may require the individual to submit a medical examination or proof of illness from medical experts.

K. Donations to sick leave bank from retiring teachers: If at the time of retirement, a teacher has 100 or more days of accumulated sick leave remaining, up to a maximum of nine (9) days shall be donated to the sick leave bank in accordance with the following schedule:

Accumulated Sick Leave Remaining at Time of Retirement	Days to be Donated to Sick Leave Bank
100 days - 119 days	5 days
120 days - 139 days	6 days
140 days -159 days	7 days
160 days – 179 days	8 days
180 days	9 days

Cost of said examination will be borne equally by the A.E.A. and the Superintendent. The Board will have the right to censor any individual who has abused the sick leave bank and report it to the Superintendent for subsequent action.

ARTICLE 16 - EXPERIENCE ALLOWED

16-01 Professional personnel in Unit A entering or re-entering the Andover system will be placed upon a track and level consistent with their degree and experience as evaluated by the Superintendent or his/her designee but in no case on a track or level higher than that indicated by his/her degree or experience.

16-02 If such personnel begin teaching before official appointment by the Andover School District, they will, upon appointment, be paid retroactively to the first day at the appropriate step and on the appropriate track as recommended by the Superintendent.

16-03 Full credit as experience shall be given for each year of required service in the United States Armed Forces up to a maximum of three (3) years. For the purpose of this section, one (1) year will be considered as nine (9) to twenty (20) months service, two (2) years as twenty-one (21) to thirty-two (32) months of service, and three (3) years as thirty- three (33) months or more service.

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ARTICLE 17 - HEALTH INSURANCE

17-01 The Town of Andover will pay premiums in accordance with the following tables and the employee shall pay the balance of such premiums.

For employees who commenced employment in the bargaining unit before July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO Individual	81%	19%
HMO Family	77%	23%
PPO	65%	35%

For employees who commenced employment in the bargaining unit on or after July 1, 2017:

Plan	Town Contribution	Employee Contribution
HMO	70%	30%
PPO	65%	35%

17-02 Bargaining unit members shall be eligible to participate in the contributory benefit plan.

ARTICLE 18 - PROFESSIONAL LEAVE

18-01 The Superintendent may grant members leave of absence with pay for the purpose of attending educational conventions, professional meetings, training institutes, and other activities which have a demonstrable relationship to the improvement of professional skill, subject to budget limitations.

18-02 Written request for such leave must be filed with the person's building principal or director at least ten (10) school days in advance. Exceptions may be made where notice of the activity was not received more than ten (10) school days in advance.

18-03 The Superintendent may direct members to take such leave for the purposes and in the conditions outlined under "01". Directed leave shall be at the expense of the School Department, but members shall submit detailed expense vouchers to the Superintendent at the conclusion of such leave.

18-04 The Superintendent will notify ten (10) school days in advance of his/her intent to implement the provisions of "03" and will provide with such notice detailed information respecting such implementation.

18-05 Teachers on Professional Leave shall file a written report with the Superintendent within ten (10) school days of return.

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18-06 Personnel may be reimbursed for tuition at non-credit workshops or institutes in subject fields at the rate of one (1) reimbursement every three (3) years upon previous approval of the Superintendent.

18-07 Grievances under this Article may be instituted at Level 2 of the Grievance procedure.

ARTICLE 19 - PERSONAL LEAVE

19-01 Each member of the professional staff may have three (3)[6] days per year, noncumulative, and exclusive of leave for death in the family, for the purpose of transacting or attending legal business, household or family matters which require the absence of the member during school hours and which cannot otherwise be scheduled.

19-02 Written notice of intention to take this leave shall be filed with the person's immediate supervisor or principal, and forwarded to the Human Resource Director at least one (1) week in advance with the reason for taking such leave. Exceptions to the application of this provision may be made by the Human Resource Director where the one (1) week advance notice would be either a hardship or impossibility.

19-03 Availability of this leave shall be limited to 5% of the total teaching personnel in any one (1) school in any one (1) day.

19-04 Grievances under this article may be instituted at Level 2 of the Grievance Procedure.

19-05 The Association agrees to work with the administration in discussing the alleged improper use of personal leave days surrounding school vacations and holidays.

ARTICLE 20 - EXTENDED LEAVES OF ABSENCE

20-01 Up to three (3) members designated by the Association shall, upon request, be granted leaves of absence of one (1) or two (2) school years without pay or increment for the purpose of engaging in the activities of the National Education Association, or any of its national, state, or local affiliates. Any member desiring leave shall apply to the Superintendent by February 1, prior to the beginning date of proposed leave. No leave under this section shall be granted after the start of the next school year.

20-02 Sabbatical leave for approved full-time study, as for other approved educational activities may be allowed for bargaining unit members who have taught in Andover for at least five (5) years. Such leave may be granted for one (1) year or one-half (1/2) year at one-half (1/2) pay for the period of absence regardless of any scholarship awards.

20-03 Working sabbatical leaves for research and advanced study may be allowed for unit members who have taught in Andover for at least five (5) years. Such leaves shall be at full pay if the

[6] 2 days for the 2023-2024 academic year. 3 days effective September 1, 2024.

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member works the equivalent of a half-time teaching schedule. A member who does not fulfill the teaching requirement shall reimburse the Town pro-rata for the time at half salary.

20-04 Up to three (3) and no more than two (2) sabbatical leaves of either type delineated in 20-01 or 20-02 may be allowed. The Committee, in its discretion, may grant additional leaves and may grant internal sabbatical leaves to bargaining unit members. Sabbatical leaves of absence covered in Section 20-02 and 20-03 shall be governed by the following rules:

A. A preliminary request and plan for the use of such leave shall be presented to the School Committee by the preceding November 1, final request by the following April 30th.

B. A written report concerning the manner in which the leave was used may be required by the School Committee upon completion of the sabbatical leave.

C. Any personnel granted a sabbatical leave shall contract with the School Committee that upon termination of such leave, he/she will return to service in the Andover School System for a period equal to twice the length of the leave.

D. Upon return from such leave, said person shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

E. Upon return from such leave, said person shall be returned to the same position which he/she held at the time said leave commenced, if available or, if not, to an equivalent position.

F. A second or third such leave shall not be authorized until such personnel shall re-establish eligibility by serving another period of five (5) years in the Andover School System.

20-05 A professional status teacher who has served for more than three (3) years as a teacher in Andover may be granted his/her request of leave of absence without pay for up to one (1) school year; provided that the teacher notifies the Superintendent in writing of his/her intent to do so by March 15 preceding the school year of the leave. This leave is not intended to provide a teacher with an opportunity to follow a spouse to another job location or to hold a job open while the teacher takes another job or to hold a job open if the teacher has no intention to return.

A. A teacher, upon return, shall be returned to his/her former position, if possible, or, if not, to a similar position. Provided, however, nothing contained herein shall prevent the Committee from laying off a teacher pursuant to Article 27 of this Agreement.

B. Leaves under this provision shall not exceed eight (8) in any school year.

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C. Requests for leaves under this provision shall not be denied without just cause. If the number of people already on leave within the applicant's teaching area makes the granting of a leave under this provision educationally unsound, the standard of just cause for denial shall have been met.

D. Teachers on such leaves must notify the Superintendent of their intent to return no later than March 15 of the year preceding the school year of return. If the Superintendent notifies the teacher and the Association by registered mail to the teacher's last address on file of the March 15th deadline at least two (2) weeks in advance, then failure to respond can result in forfeiture of the teacher's position. Should the Superintendent send written notice by certified mail to a teacher who has not complied with the March 15th deadline, the Superintendent will also notify the Association. The teacher must respond within fifteen (15) days after receipt of the notice.

E. The Association agrees to assist the Administration in locating teachers on leaves of absence and verifying their actual anticipated dates of return.

20-06 Leaves in excess of 90 work days granted pursuant to this Article and Article 21 shall not exceed more than two (2) in a four (4) year period.

ARTICLE 21 - PARENTAL LEAVE AND CHILDREARING LEAVE

21-01 **Parental Leave**[7]

A. All full-time bargaining unit employees who have completed three (3) months of service in the Andover Public Schools shall be entitled to twelve (12) weeks of parental leave for:

i. the purpose of giving birth and/or bonding with a newborn child; or

ii. the placement of a child under the age of 18, or under the age of 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child. Any two employees of the District shall each be entitled to the parental leave provided for in this Article for the birth or adoption of the same child. However, both employees shall not be on leave at the same time.

B. The employee shall give at least two weeks' notice to the Human Resources Director of the anticipated date of departure and the employee's intention to return to work or the employee shall provide notice as soon as is practicable if the delay is for reasons beyond the employee's control.

C. Parental Leave Compensation:

[7] Effective for leaves commenced after the ratification (November 14, 2024).

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i. The Employer shall pay one hundred percent (100%) of base wages on the first eight (8) weeks of the parental leave of absence; and

ii. During the following four (4) weeks of a parental leave, bargaining unit employees may use accumulated sick leave to receive pay.

D. An employee intending to take a leave of absence under 21.01 and who wishes to be eligible for parental leave shall notify the Superintendent of the approximate date of leave commencement and whether or not the employee anticipates taking a child rearing leave at least four (4) weeks prior to the anticipated commencement of the leave. Employees are urged to give earlier notification thus providing the Administration with additional time to secure a replacement and ensure continuity of instruction.

E. The pregnant employee may continue in their assigned position as long as their physical condition and ability to perform their assigned duties allow. The Human Resources Director may require medical evidence of the employee's ability to continue to work in the same manner that it may require when questioning the health of an employee in a non-maternity related situation.

F. Such days must be consecutive work days during the 12-week parental leave period and must be completed within one (1) year of the date of birth/adoption of the child.

G. Upon completion of parental leave, the employee shall be restored to the position the employee held when the parental leave commenced or a substantially equivalent position.

H. The twelve-week parental leave of absence shall be completed within one (1) year of either the birth or placement of a child.

21-02 **CHILD REARING LEAVE** - Timely with the birth or adoption of a child or upon completion of a parental leave, a teacher shall be entitled to a child rearing leave of up to two (2) years, provided the teacher gives written notice at least eight (8) weeks in advance of the leave or adoption. Notwithstanding the prior sentence, timely with the birth or adoption of a child or upon completion of a parental leave, a teacher without professional teacher status shall be entitled to a child rearing leave for up to the remainder of the same school year in which the parental leave commenced, provided the teacher gives written notice at least eight (8) weeks in advance of the leave or adoption. (Employees without professional teacher status are reminded that child rearing leave interrupts the three previous consecutive school year requirement for acquiring professional teacher status under the law.) Only one (1) parent shall be eligible for such leave from the Andover School System for the birth or adoption of a child.

A. An employee on child rearing leave shall return to work at the beginning of the school year or at the semester break half-way through the year for elementary school and high school and after the December recess in January for the middle school. However, when the Superintendent determines in the Superintendent’s sole discretion, that it is in the

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students' best interests or the best interests of the District, the Superintendent and the employee may agree in writing to different date for the employee to return to work.

B. The anticipated return date shall be included in the application for such leave. Prior to February 1 of each year the Association shall, if requested by the Superintendent, aid in determining whether a teacher is going to return the following year to the Andover School System. Employees on a child rearing leave must notify the Human Resources Director of their intent to return no later than February 15 of the year preceding the school year of return. The employee's failure to notify the Human Resources Director of their intent to return on or before February 15th can result in forfeiture of the employee's position.

C. Leave taken pursuant to this Article must be consecutive and unpaid and the return to employment shall constitute a termination of child rearing leave.

D. In determining the placement on the salary schedule of an employee who returns from a child rearing leave of absence, credit for full year teaching will be given on the schedule for the school year during which the leave began provided the employee completed at least ninety-two (92) school days of teaching during said school year; otherwise, the employee shall return to the step on the salary schedule which the teacher held prior to the commencement of such leave.

21-03 Upon return from any leave under this Article 21, the employee shall be restored as soon as practicable to the position the employee held when the leave began, or to a substantially equivalent position. Provided, however, nothing contained herein shall prevent the Andover School District from laying off an employee pursuant to Article 27 of this Agreement or from non-renewing an employee without professional teacher status.

21-04 Employees who have been employed for one complete year (12 months) and have worked a minimum of 1,250 hours over the past year, shall be entitled to a leave of absence without pay for up to 12 consecutive weeks:

- for the birth of the employee's son or daughter* and to care for the newborn child; or
- for placement with the employee for adoption or foster care a son or daughter*

in accordance with the Family and Medical Leave Act and the District's policy. When both parents are employed by the same employer, the employees shall only be entitled to twelve (12) weeks of FMLA leave in the aggregate for the birth or adoption of the same child.

*Son or daughter means a biological, adopted or foster child, a step child, a legal ward or child of person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time that the FMLA leave is to commence.

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Parental leave and child rearing leave run concurrently with FMLA leave. Time spent on parental and child rearing leave pursuant to Articles 21-01 and 21-02 of this Agreement will be included in the computation of said twelve-week period.

Information regarding the FMLA or additional leaves under the FMLA such as to care for the employee's spouse, son or daughter, or parent with a serious health condition is available in the Human Resources Department.

ARTICLE 22 - JURY LEAVE

22-01 A teacher who is called for jury duty will receive jury pay in an amount equal to the difference between his/her base salary and jury service fee. The teacher must furnish evidence satisfactory to the Superintendent that he/she has performed jury duty and must specify the amount of compensation he/she received for jury duty on days for which payment is claimed.

22-02 Jury pay will not be granted if jury service is performed while the teacher is on a previously authorized leave of absence or layoff.

ARTICLE 23 - DEATH IN FAMILY

23-01 In the event of a death in the immediate family of a teacher, he/she will be granted leave with pay on the day of the funeral if it is a workday, two (2) additional workdays falling between the day of death and the day of the funeral, and the one (1) day immediately following the funeral if it is a workday, and one (1) day following the death to be used within the school year for which the death occurred at the bargaining unit employee's discretion (the Superintendent or their designee may authorize the use of this day, on a case by case basis, outside of the school year, but not to exceed one calendar year from the date of the death). "Immediate family" of a teacher is defined as spouse, children (including pregnancy loss), parent, sibling, or any member of the teacher's household (immediate family shall include "step" relationships listed herein).

23-02 In the event of the death of parent-in-law, grandparents, aunts, uncles, nieces, or nephews the teacher will be granted leave with pay on the day of the funeral if it is a workday, one (1) additional workday falling between the day of death and the day of the funeral, and one (1) day following the death to be used within the school year for which the death occurred at the bargaining unit employee's discretion (the Superintendent or their designee may authorize the use of this day, on a case by case basis, outside of the school year, but not to exceed one calendar year from the date of the death).

23-03 In the event of the death of a non-traditional family member, the bargaining unit employee will be granted leave with pay on the day of the funeral if the employee attends the funeral.

ARTICLE 24 - UNCLASSIFIED ABSENCES

24-01 Teacher absence for reasons other than those stated will be penalized by a loss of pay in the

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ratio established in Article 13.

24-02 School employees must notify the building principal or designee of his/her intention to leave the school during unassigned time between the beginning of classes and the end of school for educational purposes and must have the authorization of the building principal or designee to leave for non-educational purposes.

ARTICLE 25 - PROTECTION

25-01 Members will report to the Superintendent within five (5) days and in writing all cases of abusive conduct and/or torts suffered by them in connection with their employment together with the names of witnesses and all people involved. Members will similarly report any instances of damage done by students to automobiles while on school property.

25-02 The Superintendent agrees to furnish the member any documented information in its possession relating to the incident.

25-03 The School Department will provide indemnification for teachers to the extent required by law.

ARTICLE 26 - TEACHER RIGHTS

26-01 The parties agree that there shall be no reprisals against any teacher by reason of his/her membership or lawful participation in any activities of the Association or its affiliates or his/her institution of any grievance, complaint, or proceeding under this agreement or statute or Federal Law.

26-02 Grade Change

A. In grading students, teachers shall adhere to written grade policies adopted by the school system. Before establishing or changing grading policies, the Committee shall meet and discuss the proposed changes with the Association.

B. A parent or a student (if 18 years of age or older) may challenge the grade the teacher has given a student subject to the following procedures and conditions:

i. The person making the challenge shall state in writing the grade being challenged and the specific reasons for challenging that grade. The written challenge shall be given to the principal and the teacher.

ii. The person making the challenge shall first discuss the matter with the teacher grading the student.

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iii. If the challenging party is not satisfied, then the matter shall be referred to the Principal, who shall convene a meeting within fourteen (14) days of the receipt of a written appeal of the grade.

C. A teacher's grade may be changed if the grade was calculated in error or the grading was inconsistent with written grading policies. The teacher's subjective and/or objective judgment in determining a grade shall not be challenged unless it is established that the teacher acted in bad faith or in an arbitrary and capricious manner in establishing the grade. Other than the teacher, only the Principal shall have the power to change a grade and then only if the teacher is in violation of this Article.

D. The teacher shall have the right to be present at any meeting regarding changing a grade, may be represented by the Association and shall have the right to appeal any grade change to arbitration pursuant to this Agreement.

26-03 Rights on Non-Tenured Personnel

A. A teacher without professional status shall be notified in writing on or before June 15th whenever such teacher is not to be employed for the following school year.

26-04 Whenever any teacher is required to appear before the School Committee, the Superintendent or his/her designee, or any committee member or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his/her office or position, employment, salary or increments, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have an agent or representative of the Association present to advise him/her and represent him/her during such meeting or interview.

26-05 Teachers have the right to examine their personnel files and to make copies of such contents and records as concern their work or themselves.

26-06 No teacher with professional teacher status shall be suspended or dismissed without just cause. No teacher shall be reduced in rank or compensation (except through non-renewal) without just cause. This just cause provision shall not apply to the non- renewal of non-tenured teachers.

26-07 The Committee agrees that the Program Advisors will not have the authority to discharge, suspend, or issue written reprimands. Statements in an observation and/or evaluation document shall not be considered, for the purposes of the aforementioned restriction, a written reprimand.

ARTICLE 27 - REDUCTION IN FORCE

27-01 Should declining enrollment and/or other budgetary reasons result in the layoff of teachers with professional status, such reduction shall be accomplished consistent with statutory requirements and this Agreement with the following procedures:

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DEFINITIONS:

- Seniority - Length of continuous service in the bargaining unit measured from the first day for which compensation was received. Time spent on unpaid leaves of absence shall not be counted toward seniority, but shall not constitute a break in continuous service. Individuals who have prior teaching experience in the Andover Schools, and move directly into a position in the Administrator's bargaining unit, shall retain their seniority in the teachers' bargaining unit for a period of three (3) years measured from the date of appointment to the administrators' unit. Said individuals shall not continue to accrue seniority for time served outside of the teachers' bargaining unit.

- Seniority List - A ranking of teachers, by department, based upon seniority from the senior most to the junior most teacher. The list shall include the date from which seniority is measured and the teacher's area of certification. An updated seniority list will be given to the Association no later than November 1 of each school year. The list will be posted in each school building and any teacher wishing to challenge the accuracy of his/her position on the seniority list, regarding certifications or date of employment, shall have thirty (30) calendar days to file a written appeal to the Association and the Superintendent. If a dispute still remains regarding a teacher's seniority placement after the Association and the Superintendent have met to resolve the issue, the matter shall be submitted to arbitration and heard by arbitrator within thirty (30) days of his/her appointment. The arbitrator shall issue a decision no later than ten (10) days after the arbitration hearing.

- Department

    - Secondary Teachers - Foreign Languages, Mathematics, English, Science, Social Studies, Guidance and Health.

    - Pre K-12 Specialists - Art, Music, Physical Education, Digital Learning Specialist, Media Librarian, English Language Learner (E.L.L.) Teacher, and Learning Specialists.

    - Special Education – Moderate and Severe Special Needs Teachers, School Social Workers, School Psychologists, Board Certified Behavioral Analysts with DESE license, Speech and Language Teachers.

    - Elementary: preK-5 - If a teacher is teaching in more than one (1) department, he/she will be placed in the department where he/she spends the majority of his/her time.

- Recall Period - The recall periods shall include the first and second school year, following the school year in which the layoff becomes effective, and the first day of school of the subsequent school year.

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27-02 To the extent possible, natural attrition shall be used to reduce the positions.

27-03 If layoffs of teachers with professional status are then needed, no teacher with professional status shall be laid off if there is a teacher without professional teacher status whose position the teacher with professional status is currently certifiable to perform.

27-04 Reductions in force and layoffs shall be by Department. In making a decision regarding the layoff or reduction in force of a teacher(s) with PTS within a Department, teachers whose most recent formative or summative evaluation rating was unsatisfactory shall be reduced or laid off first, followed by teachers whose most recent formative or summative evaluation rating was needs improvement. No distinction shall be made between teachers whose overall performance rating is exemplary and teachers whose overall performance rating is proficient. If additional layoffs are necessary within a Department, the Superintendent will consider the best interests of students in the school or district and the teachers' qualifications. In considering qualifications, the Superintendent shall review the following: (i) indicators of job performance, including overall ratings resulting from comprehensive evaluations; (ii) experience in the subject matter/area and grade level(s); (iii) educational background; (iv) nature and diversity of license; and (v) the employee's disciplinary record. Seniority shall be used only as a tie-breaker in personnel actions under this Article among teachers whose qualifications are no different.

27-05 If one (1) or more bargaining unit members have the same seniority date as defined in 27-01 Definitions, the following procedures shall be used to break the tie:

A. Each affected member shall have the total time spent on unpaid leaves of absence subtracted from his/her seniority.

B. If one (1) or more members remain tied after the application of Section 27-05a, members with the least amount of part-time service shall be senior.

C. If the first two methods referred to above in Section (a) and (b) do not break the tie, the position on the seniority list shall be determined by a one-time lottery.

27-06 Teachers laid off pursuant to this Article shall be placed on a recall list and treated as a teacher on unpaid leave of absence for the duration of the recall period.

27-07 A *professional teacher status* teacher shall receive written notice of layoff no later than the May 15th preceding the layoff. Should a layoff occur during a school year, the teacher will be notified at least sixty (60) school days in advance of the layoff.

27-08 During the recall period stated above, a unit member will be eligible to remain in the group health and life insurance programs, of the Town of Andover, to the extent permitted by law, provided that the laid off employee pays the full premium amount.

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27-09 Unit members on layoff shall be recalled in the reverse order of layoff to fill those vacancies which they are qualified to teach. A member who declines a recall offer shall be removed from the recall list. An email sent to the laid off employee's email address on file with the Superintendent's office with a copy to the Union president, who shall acknowledge receipt, shall constitute recall notice to the employee. Failure of the employee to accept the recall offer by replying to the email within fourteen (14) calendar days of the date of such recall notice shall result in the employee being removed from the recall list and the teacher's unpaid leave of absence shall terminate.

27-10 Unit members on layoff shall be contacted for any permanent substitute assignment. There will be no penalty should the member refuse less than a full school year's substitute position. Should a member accept a permanent substitute position, such member will be placed on the salary schedule at Bachelor's Step 1 of the Agreement. A member who continues in said position beyond twenty (20) consecutive days will be placed on the appropriate track and step according to his/her status prior to layoff and receive the salary to commensurate with such placement. The salary will be retroactive to the first day for which compensation was received as a substitute teacher. In addition to the appropriate salary placement after twenty (20 consecutive days of teaching, the member will also begin to accrue seniority retroactive to the first day for which compensation was received as a substitute teacher.

A person refusing a permanent substitute position for an entire school year shall be deemed to have refused a recall opportunity.

27-11 The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons specified in Section 27.01 hereof.

ARTICLE 28 - TEACHER EVALUATION

28-01 Teachers shall be evaluated in accordance with provisions in Appendix D. Appendix D is hereby incorporated by reference as Article 28-01.

28-02 All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed-circuit television, public address of audio systems, and similar surveillance devices shall be strictly prohibited. Closed circuit television, tape recorder or video tape machines may be used for evaluative purposes if the teacher and the evaluator mutually agree.

28-03 No teacher shall receive adverse comments orally from any supervisor in the presence of pupils.

28-04 All evaluations of teachers with professional teacher status resulting in adverse actions are subject to the just cause provisions as defined in Article 26-06. The opinions of the evaluator are not subject to arbitrable review.

Observation reports, themselves, are not grievable but are grievable as part of the final evaluation. Observation reports are timely grieved as part of the final evaluation. Other written

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documentation is timely grieved when they occur provided the requirements of Article 4 are met.

28-05 No material originating after employment shall be placed in a teacher's personnel file unless the teacher 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 a 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 be interpreted to mean agreement with the content of the material.

28-06 In case of a complaint against a teacher made by any parent, student, or other person, no action shall be taken because of such complaint until the teacher first has the opportunity to present his/her case or viewpoint.

28-07 The Association recognizes the authority and responsibility of the administration for disciplining or reprimanding a teacher. Such action will be done privately, except as hereinafter provided. When a teacher is to be disciplined or reprimanded by any member of the administration for an incident of a nature sufficient to warrant a conference, the teacher, upon request, shall be entitled to have an Association representative present.

In the event that the substance or fact of the discipline or reprimand is to be placed in the teacher's file, it shall not be placed in the teacher's file until the teacher has had an opportunity to review the material and to attach to the material any pertinent comments he/she desires to make.

ARTICLE 29 - VACANCIES

29-01 All vacancies will be posted on the District’s website. All professional vacancies will be posted within the school system before or as soon as they are posted outside the school system. The posting will be dated and the position will not be filled until ten (10) days after the mailing of the notice, except that the five (5) day restriction shall not be applicable for vacancies to be filled during the school year and vacancies to be filled in the month prior to the start of the work year.

29-02 If a vacancy occurs between the end of the school year and July 31, e-mail notice of such vacancy will be sent to the President of the Association (or to his/her designee). The posting will not be filled until five (5) days after the mailing of the notice.

29-03 If a vacancy occurs between July 31 and August 30, notice of such vacancy will be sent by email to the President of the Association (or to his/her designee) as soon as the Superintendent receives notice of said occurrence. The position may be filled any time after such notice has been provided.

29-04 Positions which are eliminated shall not be considered vacancies. If elimination of a position is contemplated and before final action is taken:

A. The Association will be so notified. Wherever possible, this notification will be at least 30

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days prior to the final action of the Andover School District.

B. The person(s) occupying the position will be granted a personal appearance by the Superintendent and/or the Committee before final action is taken.

29-05 Members of the staff who apply for positions will:

A. Receive notification of receipt of their application.

B. Be granted an interview by the Superintendent (or his/her designee).

C. Receive a written statement as to who filled the vacancy, as soon as possible after the position is filled.

ARTICLE 30 - CURRICULUM ADVISORS, TEAM LEADERS, AND DISTRICT-WIDE TEAM LEADERS

30-01 The salary schedule for Team Leaders, Curriculum Advisors, and District- Wide Team Leaders is located in Appendix C.

30-02 The parties agree that for the purpose of this Article that qualified means meeting the requirements stated in the job description and is not limited to meeting the licensure requirements.

ARTICLE 31 - ASSISTANTS

31-01 The primary role of the assistant is to facilitate the work of the classroom teacher. At no time will an assistant take over the function of and/or in any way replace the classroom teacher.

A. The assistant may assist students on an individual basis with seat-work activity under the direct supervision of the classroom teacher.

B. The assistant may be asked to tutor a student or a portion of the regularly scheduled class under the direction of the teacher according to a specific lesson designed by the supervising teacher in order to reinforce material already presented by the classroom teacher.

C. The assistant may be asked to score objective assignments or tests. The assistant may tally the results but will not evaluate the results.

D. The assistant may be asked to prepare media aids in connection with a particular lesson or project under the direct request and supervision of the supervising teacher.

E. An assistant will not be scheduled for and/or have responsibility for a class of students or portion thereof except as otherwise provided herein.

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F. The assistant may be utilized to supervise a study hall or cafeteria, monitor the corridors, or undertake playground or bus duty.

G. The assistant will not substitute for a teacher while the teacher is out of the classroom other than to act in a supervisory capacity.

ARTICLE 32 - PAY SCHEDULE

32-01 The first paycheck each school year shall coincide with the regular bi-weekly schedule for the Andover Public Schools. In those years where the pay period falls in the second work week, teachers will receive twenty-six (26) equal paychecks on alternate Thursdays. There will be no deductions taken from this first check except taxes and retirement. The remaining salary shall be paid in twenty-six (26) equal paychecks on alternate Thursdays.

32-02 A teacher who notifies the Superintendent in writing by the June 30th preceding the September of implementation shall receive his/her salary in twenty-one (21) payments in similar fashion to those receiving twenty-six (26) payments.

A teacher will continue to be paid in this pay schedule until such time as they notify the Superintendent in writing by the June 30th preceding the September he/she wishes the change.

32-03 Teachers shall be given the option of receiving the balance of their annual salary in a lump sum, payable on the last scheduled work day in June and after necessary duties have been completed.

32-04 The Andover teachers shall be eligible to have deductions made from their salaries and deposited in the Andover Federal Credit Union.

32-05 Teachers shall be paid through direct deposit, and the Committee may provide electronic pay advices in lieu of paper paystubs.

ARTICLE 33 - EDUCATION OF DEPENDENT CHILDREN

33-01 Upon the approval of the Superintendent, a teacher in the Andover Public School System who is not a resident of Andover, will have the option of having his or her child(ren) attend the Andover Public Schools without charge for tuition.

33-02 A teacher may make an application for his or her child(ren) to attend the Andover Public Schools grades kindergarten through 12th grade. Applications must be submitted to the Superintendent no later than May 15.

33-03 If the number of new applications exceeds the number of available vacancies at any level, students will be selected by a lottery administered jointly by the Association and the Committee to ensure the choice of students on a non-discriminatory and random basis.

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33-04 Attendance at the Andover Public Schools shall be contingent on budget and available student vacancies within the Andover Public Schools as determined by the Superintendent of Schools whose decision shall be final and not subject to any venue, including but not limited to the grievance and arbitration procedure. If the child of an employee is admitted, the employee is responsible for so notifying the School Committee of the community in which the child resides.

33-05 A waiver of tuition is an employee privilege, thus, a child may not continue to attend the Andover Public Schools if the teacher is no longer employed for any reason. In the event the employment relationship ends during the school year for any reason, the child shall be allowed to remain until the end of that semester.

33-06 Teachers should be aware of potential tax consequences of accepting this benefit.

ARTICLE 34 - LONGEVITY PAY

34-01 Longevity: Bargaining unit members shall be eligible for longevity payments as follows:

Unit members at 16 years of service in Andover as of 9/1/01

Starting the 16th year in Andover	1%
Starting the 21st year in Andover	2%
Starting the 26th year in Andover	3%

Unit members at 12-14 years of service in Andover as of 9/1/01

Starting the 16th year in Andover	1%
Starting the 21st year in Andover	2%

Unit members with less than 12 years of service in Andover as of 9/1/01

Starting the 16th year in Andover	$300
Starting the 25th year in Andover	$1000

The percent will be of that unit member's base salary from the Teachers' Salary Schedule in Appendix A. The amount will be received as a lump sum payment the first pay period in December. A unit member who resigns before the year is completed is entitled to a pro rata portion of the longevity. If a unit member resigns after the December payment is made, that unit member's pay shall be adjusted to reflect a pro rata share of longevity.

A unit member who is in Tier 2 for evaluation shall not be eligible to receive longevity increments for the time that the member is in Tier 2.

ARTICLE 35 - 403B BENEFIT

35-01 The Committee agrees to make employee authorized deductions into a 403b commencing in the 2001-2002 academic year. The Committee will forward deductions to a 403b plan administrator

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designated by the employee. Employee contributions shall be equal amounts using payroll deduction. The Committee will match the first five hundred dollars ($500.00).

A unit member is eligible to receive the employer's matching contribution upon completion of one year's service in Andover.

ARTICLE 36 - UNION RIGHTS

36.1 The Employer shall provide new employees, as part of their onboarding paperwork process, a membership enrollment and dues deduction form, as provided by the Union. Should any new employees have a question about the form, the Employer shall direct the new employee to the President of the Association. The Employer shall forward completed forms to the Union as soon as reasonably possible.

36.2 Union Orientations

A. For bargaining unit employees hired before the start of the academic year, the Union shall be provided at least one (1) hour to orient new members of the district. The Employer shall provide release time for new employees to attend with no loss of pay. The Employer shall release two (2) members of the Union to conduct the orientation with no loss of pay.

B. After the commencement of the academic year, the Employer shall schedule and conduct one (1) new employee orientation per month, starting in October, for any new employee hired. The Employer shall provide thirty (30) minutes during this monthly new employee orientation, as scheduled by the Employer. Up to one (1) representative, as designated by the Union, shall orient new employees during any Union orientation. If the designee is a bargaining unit employee, the Employer shall pay the Appendix C "curriculum rate" to that employee for any time outside of their scheduled workday.

36.3 President Release Time

A. The AEA President shall be assigned to a reduced work schedule of 0.30 release time while in the position of AEA President. The Andover Public Schools shall continue to pay the President as if she/he were assigned to a 1.0 FTE schedule, and the AEA shall reimburse the Andover Public Schools for the cost of a 0.30 FTE teacher at step 1 Master's rate.

B. The AEA First Vice President shall be assigned to a reduced work schedule of 0.10 release time while in the position of AEA First Vice President. The Andover Public Schools shall continue to pay the First Vice President as if he were assigned to a 1.0 FTE schedule, and the AEA shall reimburse the Andover Public Schools for the cost of a 0.10 FTE teacher at step 1 Master's rate.

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C. The reimbursements by the AEA provided for in sections A and B shall be paid by the AEA monthly.

D. Notwithstanding any contrary provision in the Parties' collective bargaining agreement, the Superintendent of Schools may change assignments of the AEA President and/or the AEA First Vice President consistent with the employee's license(s) so that the release time has the least impact on students. The AEA President and First Vice President remain subject to Article 27 of the Parties' collective bargaining agreement.

ARTICLE 37 - SUMMER SCHOOL

37-01 The operation and administration of the Summer School remain the responsibility of the principals, subject to the approval of the School Committee and the Superintendent.

37-02 In staffing the summer school, the members of the Andover professional staff shall be hired when Andover applicants are of equal or superior ability.

37-03 For salary ranges of Summer School personnel, see Appendix C.

ARTICLE 38 - NURSES

38-01 The following provisions of the contract shall apply to School Nurses:

- Article 1 - Scope
- Article 2 - Conditions of Employment
- Article 3 - Dues, Deductions and Agency Service Fee and VOTE
- Article 4 - Grievance Procedure
- Article 5 - Reopening
- Article 7 - Teacher Year, Day, Load (Sections 7-01, 7-02, 7-03 (a) (b) (c) (d) (e), 7-04. Nurses will entitled to a thirty (30) minute lunch period to be taken at a time mutually agreed to by the nurse and the building principal.
- Article 9 - Interschool and Professional Leave Travel (Sections 9-01 9-03, and 9-04) Section 9-02 "Except in an emergency situation, no person required to travel shall utilize her lunch time for such travel."
- Article 10 Resignations
- Article 11 Assignments and Transfers (Sections 11-01, 11-02, 11-04, 11-05); Section 11-03 will include subsections "a" and "b" (as amended in second sentence- "Notice of intent to transfer shall be given by June 15, unless a later notice is necessary because of unanticipated changes in enrollment or resignations."), "c" and "d".
- Article 13 Deviations from Salary Schedule
- Article 14 General
- Article 15 Sick Leave
- Article 17 Health Insurance
- Article 18 Professional Leave

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- Article 19 Personal Leave (19-01, 19-02, 19-03 revised as follows: “Availability of this leave shall be limited to one nurse on any one day”. (19-04, 19-05)
- Article 21 Childbearing and Child Rearing Leave
- Article 22 Jury Leave
- Article 23 Death in Family
- Article 24 Unclassified Absences
- Article 25 Protection 25-06 Liability Insurance: The Town of Andover will maintain primary professional liability insurance for all registered nurses employed in its schools. This coverage will be in force during the school day and during attendance of the registered nurse at all school-related functions.
- Article 26 Teacher Rights (26-01, 26-03, 26-04, 26-05, 26-06)
- Article 27 Reduction in Force: Nurses shall be recognized as included in “Department.”
- Article 29 Vacancies
- Article 32 Pay Schedule (See 38-02)
- Article 34 Longevity Pay (Except for grandfathered employee, S Taitz.)
- Article 35 403b Benefit (Except for grandfathered employee, S Taitz.)
- Article 39 Effect of Agreement
- Article 40 Savings Clause
- Appendix A: Nurses will be placed on the closest step on the bachelor’s scale that will result in a salary increase. The placement on the scale is attached hereto and incorporated by reference.
- Appendix B: Nurses may be employed as coaches and in intramural and afterschool activities on the same terms as other members of the bargaining unit provided that all such work occurs outside of the nurse’s work day.

38-02 Each nurse who has a Master’s degree in nursing shall move from the Bachelor’s track to the Master’s track. To advance to the next track, a nurse must provide the Superintendent with written notice of such anticipated advancement on or before December 1st of the school year prior to the September in which the nurse seeks to advance.

Nurses will be eligible to advance to the Master’s +30 or higher track subject to the following conditions:

A. Graduate school credits shall be from an accredited college or university and must be preapproved by the Superintendent of his/her designee. No college or university credits used to obtain a Master’s Degree or earned prior to obtaining Master’s degree may be counted and applied toward the Master’s +30 track or higher track.

B. No credits earned prior to the September 1, 2014 shall be applied toward the Master’s +30 track or higher track.

Notwithstanding any provision of this Agreement and Appendix to the contrary, to advance to the higher track, a nurse shall have no fewer than twelve (12) graduate school credits

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necessary to advance to the higher track; the remaining credits may be in-service credits or CEUs.

38-03 Nurses' Course Reimbursement

A. Whenever the term "Principal" appears, it is recognized to apply to the building principal or Director of Nursing Services.

B. The Committee shall make available each year the sum of $3000 for course reimbursement for unit members. The money shall be disbursed to cover the full cost of courses on a first come, first serve basis. Should the funds not cover the total cost for all applicants, preference will be given to applicants that did not receive reimbursement in the previous year.

   i. Study must be related to school nursing or be part of a specific degree program.

   ii. Written notification of an intention to take a course will be given to the Superintendent by December 1 of the prior year.

   iii. The Superintendent's approval must be obtained prior to entering any course for which reimbursement is claimed.

   iv. Completion of the course with a minimum grade of "B". On or before April 1 in the fiscal year in which the course was taken, the employee must notify the Business Office by email that the employee will be submitting a grade for reimbursement for the approved course on or before June 15. An employee who fails to make the required notification on or before April 1 and/or fails to submit a transcript for the approved course with a grade by June 15 shall forfeit the right to this benefit, unless the Business Office approves an extension to the June 15 deadline.

C. Any unusual cases will be decided by the Committee on the recommendation of the Superintendent.

D. Pending verification of credits earned, the Committee will reimburse Association members in full for all C.E.U.s required for registration renewal by the Massachusetts Board of Registration in Nursing. (The parties agree to the elimination of the current spending caps.)

E. The Town of Andover will reimburse members for Cardio-Pulmonary Resuscitation updating if this service is not provided by the Town.

38-04 Extended Leaves of Absence for Nurses

A. Sabbatical Leave for approved full-time study or for other approved educational activities

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may be allowed to a limited number of personnel who have served five (5) years in the Andover School System. Such leave may be granted for one (1) year or one-half (1/2) year at one-half (1/2) pay for the period of absence regardless of any scholarship awards.

i. A preliminary request and plan for the use of request and plan for the use of such leave will be presented to the Committee by the preceding November 1st, a final request by the following April 30th.

ii. A written report concerning the manner in which the leave was used may be required by the Committee upon completion of the sabbatical leave.

iii. Any personnel granted a sabbatical leave will contract with the Committee that upon termination of such leave, he/she will return to service in the Andover School System for a period equal to twice the length of the leave.

iv. Upon returning from such leave, said person will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

v. Upon return from such leave, said person will be returned to the same position which he/she held at the time said leave commenced, if available, or if not, to an equivalent position.

vi. A second or third such leave will not be authorized until such personnel will reestablish eligibility by serving another period of five (5) years in the Andover School System.

B. Leaves of absence for other justified reasons may be granted at the discretion of the Superintendent.

C. Leaves granted under this Article will not in any way impair the efficiency of the school system.

38-05 Evaluation of Nurses

A. All bargaining unit members will be formally evaluated annually for the first three (3) years of employment and thereafter every two (2) years. A school nurse who is employed for four years or more whose performance warrants more frequent evaluation will be evaluated consecutive years. The school nurse will be notified in writing of the reasons for this action by the end of the previous school year. Nothing in this section will preclude an administrator from observing the school nurse in the non-evaluating year.

B. All monitoring or observation of work will be conducted openly and with full knowledge of the employees.

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C. Employees will be made aware of all sources of evaluation concerning their work. All evaluations will be reduced to writing (i.e. pen or word processing) and a copy given to the employee within five (5) days of the evaluation. The employee has the right to discuss the evaluative material with his/her supervisor; each observation will be followed by a personal conference between the employee and his/her evaluator for purposes of clarifying the written evaluation report. If the employee disagrees with the evaluation and/or the evaluator's judgment, he/she may submit a written answer which will be attached to the file copy of the evaluation in question.

D. Employees will be made aware in advance of the evaluation criteria upon which their performance is to be judged. While evaluative criteria may be changed at any time, changes in the evaluative model will be implemented only at the beginning of a school year.

E. No later than June 15th, the school nurse shall receive the written copy of her evaluation.

F. No material originating after original employment will be placed in a school nurse's personnel file unless the school nurse has had the opportunity to review the material. The school nurse may submit written notification regarding any material and the same will be attached to the file copy of the material in question. If the school nurse is asked to sign material placed in his/her file, such signature will be understood to indicate his/her awareness of the material but in no instance will said signature be interpreted to mean agreement with the content of the material.

G. In case of a complaint against a school nurse made by any parent, student, or other person, no action will be taken because of such complaint until the school nurse first has the opportunity to present his/her case or viewpoint.

38-06 Continuity of Care - The parties recognize the need and value of continuity of care. Therefore, when a student transfers to an alternate school site within the Town of Andover that does not have a School Nurse permanently assigned to the location, the responsibility for the health and records of that student shall remain with the school nurse appropriate for the child's grade. It is understood that all non-emergent care for such student shall be administered at the nurse's permanent school.

ARTICLE 39 - SPECIAL PROVISIONS APPLICABLE TO OCCUPATIONAL AND PHYSICAL THERAPISTS

39-01 The Committee and the Occupational and Physical Therapists were parties to a collective bargaining agreement through June 30, 2021 ("the OT/PT CBA"). The Association and the Committee have agreed to extinguish the OT/PT CBA and accrete the occupational and physical therapists into the collective bargaining agreement covering teachers ("the Teachers' CBA"). However, as the Teachers' CBA was not negotiated for the work of occupational and physical therapists, the parties have agreed that only certain provisions of the Teachers' CBA shall apply

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to occupational and physical therapists and that certain articles and provisions from the OT/PT CBA shall be incorporated into the Teachers' CBA to be applicable to the occupational and physical therapists.

A. Provisions of Teachers' CBA that Apply to Occupational and Physical Therapists: Only the following provisions of the Teachers' CBA apply to occupational therapists and physical therapists employed by the Andover Public Schools:

- Article 1: Scope
- Article 2: Conditions of Employment
- Article 3: Dues Deduction
- Article 4: Grievance Procedure
- Article 5: Reopening
- Article 6: Graduate Study
- Article 10: Resignations
- Article 13-01b. and c.: Deviations from Salary Schedule
- Article 14.01-.02. 04-06: General
- Article 15: Sick Leave
- Article 17: Health Insurance
- Article 18: Professional Leave
- Article 19: Personal Leave
- Article 21: Parental Leave and Child Rearing Leave
- Article 22: Jury Leave
- Article 23: Death in Family
- Article 24: Unclassified Absences
- Article 25: Protection
- Article 26-04: Required to appear before the School Committee
- Article 26-05: Examine personnel files
- Article 29-02: Vacancy between the end of the school year and July 31
- Article 29-03: Vacancy between July 31 and August 30
- Article 29-05: Members of the Staff who apply for positions
- Article 34: Longevity Pay
- New Article 39: Special Provisions applicable to Occupational and Physical Therapists
- Article 41 (formerly 40) Savings Clause
- Appendix A Salary Schedule and Explanation of Tracks

All other articles, sections, and provisions of the Teachers' CBA that are not listed above do not apply to occupational therapists and physical therapists. The Association, on behalf of one or more occupational therapists and/or physical therapists, shall not grieve or arbitrate any matter based on any article, section or provision of the Teachers' CBA not expressly stated above nor shall any occupational or physical therapist grieve or arbitrate

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any matter based on any article, section, or provision of the Teachers' CBA not expressly stated above.

B. Additional Agreements from the OT/PT CBA that are Incorporated into the Teachers' CBA to be Applicable to Occupational and Physical Therapists

1. Management Rights. The Committee shall have the right to exercise complete control and discretion over its organization, operation, curriculum, personnel, services, equipment and technology, including but not limited to the following rights:

i. the right to establish standards of conduct;

ii. the right to determine the number of employees required in each classification;

iii. the right to determine the content of job classifications and to establish and revise job descriptions;

iv. the right to determine the services to be provided; (an employee who believes she/he has been directed to perform a service which conflicts with the employee's license, may bring the issue to the Assistant Superintendent for Student Services.)

v. the right to determine the standards of service to be provided;

vi. the right to determine the methods, means and personnel by which its operations are to be conducted;

vii. the right to contract out work;

viii. the right to require employees to engage in training and professional development during the work day;

ix. the right to establish and revise personnel evaluation programs and to evaluate employees;

x. the right to set and alter scheduled work hours; however, the total number of hours per day shall not exceed 7 hours in the 2018-2019 work year and 7.25 hours commencing with the 2019-2020 work year;

xi. the right to assign, reassign, and transfer employees to work locations and to work consistent with their job description and professional responsibilities;

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xii. the right to suspend, discharge or take any other appropriate disciplinary action against an employee;

xiii. the right to relieve from duty employees because of lack of work, reorganization or other reason(s);

xiv. the right to take any and all actions to carry out its mission in emergencies.

Delivery of services to students in the most efficient, effective, and productive manner is of paramount importance to the Committee and the Association. Such achievement is recognized to be a goal of both Parties as they perform their respective roles and meet their responsibilities. The work performed by occupational therapists and physical therapists is shared work with seasonal employees, casual employees, contractors, Certified Occupational Therapist Assistants (COTAs), and Physical Therapist Assistants (PTAs), and other personnel. In addition to the rights enumerated above, the Committee shall have the right to engage contractors to provide services of occupational therapists and physical therapists, for whatever length of time is needed, and the Committee shall have the right to engage contractors to provide occupational and physical therapist services within school buildings and outside of school buildings such as in medical facilities, outside placements, students' homes, or in other non-traditional placements and/or to provide services outside of the work day or work year for employees covered by this Agreement. The Association agrees to work harmoniously with all employees and personnel including, but not limited to contractors engaged by the Committee, and the Association agrees not to disrupt the operations of the Committee through any activity.

2. Work Year and Hours of Work

i. Work Year - The work year for employees covered by this Agreement is 184 days including all student days.

ii. Work Day - Full time occupational therapists and full-time physical therapists employed by the Committee have a 7.25 hours work day. The work day for full time employees includes a one-half hour lunch break. The work hours shall be determined by the Superintendent/designee and may include time before and/or after the student day.

iii. Occupational therapists and physical therapists may be required to participate in after school meetings and/or other professional activities.

Each month three (3.0) hours shall be dedicated to regularly scheduled faculty meetings and department meetings (time shall be allocated as one (1) ninety (90) minute faculty meeting and one (1) ninety (90) minute

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content/department meeting). Such meetings shall be scheduled by the Employer, however shall be scheduled on the same day of the week.

The Employer may call for three (3) additional meetings per school year, not to exceed ninety (90) minutes. Such meetings shall not take place on Thursdays or Fridays. Employees will be provided with a minimum of 72 hours advance notice of the required meeting/professional activity with a minimum of a draft agenda and such will generally be scheduled contiguous to the regular work day.

iv. Parent Conferences - Occupational therapists and physical therapists will attend parent conferences as assigned by the Superintendent/designee.

v. Preparation Time - In addition to lunch, the Committee shall endeavor to provide each occupational and physical therapist with one hundred and fifty (150) minutes of preparation time per 5-day week. Where possible, preparation time shall be scheduled by the Assistant Superintendent for Student Services and in the absence of such direction will be utilized for planning, meetings with educators and to engage in school-related initiatives, planning, or other professional activities.

3. Duties. The Committee and the Association acknowledge that a therapist's primary responsibility is to provide therapy to students and that, except in unusual circumstances, therapists will not be required to perform non-professional duties such as collecting money from students and general supervision of students in the cafeteria or at recess. However, there may be times when observation of a student in the cafeteria or at recess may be appropriate, and the therapist shall perform such observations or supervision. When the building principal determines it's necessary, the therapist may be assigned to other duties at the start or end of the student day such as bus duty.

4. Evaluations. Occupational therapists and physical therapists will be evaluated using DESE's "Resource to Support ESE Model System Rubric for Specialized Instructional Support Personnel (SSIP)" (see "Appendix E").

5. Salary. The Superintendent/designee shall have the authority to place a new employee anywhere on the salary schedule in Appendix A. Each employee who has worked 165 days or more in the prior work year shall advance one step at the start of the following work year until the employee reaches the maximum step.

6. Travel between Schools. Employees required to travel between school buildings for work will not be required to use their lunch break for travel time. Employees who use their personal vehicles to travel between school buildings for work will be reimbursed for actual mileage traveled at the IRS mileage rate. At the end of each

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month, employees who travel between school buildings for work shall submit a log to the Director of Student Services; such log shall contain the date(s) the employee traveled between school buildings for work, the school buildings, and the actual mileage for such travel. Mileage for travel to and from work to the employee's residence or other locations is not reimbursable.

7. Vacancies. While Articles 29-01 and 29-04 of the Teachers' CBA shall not apply to occupational therapists and physical therapists, the following shall apply to occupational therapists and physical therapists:

   29-01 For Occupational Therapists and Physical Therapists: All occupational therapist and physical therapist vacancies which the District intends to fill with an employee will be posted within the school system before or at the same time that they are posted outside of the school system. To meet student needs, the District may fill vacancies during the school year without any minimum posting requirement.

   29-04 For Occupational Therapists and Physical Therapists: Positions which are eliminated are not considered vacancies. The parties recognize that the need for occupational therapists and physical therapists changes from year to year and during the year depending upon student needs. Nothing in this agreement reduces the right of the Committee to utilize contractors to perform occupational therapy/physical therapy work and to utilize contractors instead of filling vacancies with employees.

8. OT/PT Leader Stipend. The Union agrees that the Committee has satisfied its bargaining obligations with respect to the job description and work-year stipend for an Occupational/Physical Therapist Team Leader.

9. Leaves of Absence. Leaves of absence for justified reasons may be granted at the sole discretion of the Superintendent. Leaves granted under this Article will not in any way impair the delivery of occupational or physical therapy services to students or the efficiency of the school system.

10. Probationary Period. Employees shall serve a probationary period of three (3) consecutive full work years. An employee who has completed her probationary period shall not be suspended or discharged without good cause.

ARTICLE 40 - EFFECT OF AGREEMENT

40-01 This instrument constitutes the entire Agreement of the Committee and the Association arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

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40-02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity make demands with respect to any subject matter not removed by the law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge of contemplation of either or both parties at the time that they negotiated or signed this Agreement.

40-03 Any waiver or breach of condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

40-04 Notwithstanding any provision of 39-02, the Committee, during the term of this Agreement, agrees to fulfill its bargaining obligation over wages, hours, terms, and conditions of employment pursuant to Chapter 150E.

40-05 The Committee will bargain, with the Association, the salary and working conditions of all new bargaining unit positions created by the Committee.

ARTICLE 41 - SAVING CLAUSE

41-01 If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or enforced except to the extent permitted by law, and any substitute action shall be subject to appropriate negotiations with the Association.

41-02 In the event that any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in effect.

In witness whereof the parties of this Agreement have caused these agents to be executed by their agents hereunto duly authorized, and their seals affixed thereto, as of the date first above written.

For the Committee:	For the Association:
Signed by: Lauren Conoscenti 81D170DE1F7C481... Lauren Conoscenti, Chair	DocuSigned by: DA5F2992BC5F461... Matthew Bach
	Signed by: Fred Hopkins 660B26A61464490... Fred Hopkins
	Signed by: Patricia Lovely 1CE66C67FB36409... Patricia Lovely

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	Signed by: Melissa Nussbaum D1677596C5BC45E... Melissa Nussbaum
	Signed by: DC9208165E12493... Julian DiGloria
	Signed by: 51CEAF9BE79343B... Nicholas Rand
	Signed by: Elizabeth Arnold 86DF384BCA6F4E9... Elizabeth Arnold
	Signed by: Holly Currier 84AADBA3E0DD4E5... Holly Currier
	DocuSigned by: Karen Torres 9F7A7B3B660D453... Karen Torres
	Signed by: Ellen Lynch E5A1F883B0724D6... Ellen Lynch
	Signed by: Judy Bogosian 56EB0DF09DE249C... Judy Bogosian
	Signed by: 7FB0DF5CF63847D... Linda Lawrence
	Signed by: Elizabeth Moody 1208A70E99B3482... Elizabeth Moody

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APPENDIX A - SALARY SCHEDULE AND EXPLANATION OF TRACKS

2023-2024, Day 1							
3%	**B**	**B30**	**M**	**M30**	**M60**	**M75**	**DR**
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	$57,627	$61,223	$65,241	$68,819	$72,436	$74,899	$81,051
5	$59,797	$63,403	$67,747	$71,332	$74,963	$77,421	$83,872
6	$61,935	$65,533	$70,468	$74,068	$77,739	$80,199	$86,986
7	$64,070	$67,670	$73,153	$76,764	$80,464	$82,925	$90,031
8	$65,575	$70,093	$75,919	$79,564	$83,174	$85,638	$93,063
9	$68,934	$72,739	$78,732	$82,387	$85,855	$88,314	$96,060
10	$71,464	$75,398	$81,534	$85,109	$88,543	$91,003	$99,046
11	$74,723	$78,767	$85,059	$88,396	$91,658	$94,121	$102,537
12	$79,469	$84,096	$90,712	$94,119	$97,417	$99,877	$107,183
13	$84,220	$89,418	$96,358	$99,838	$103,181	$105,641	$111,830
14	$87,334	$92,724	$99,924	$103,530	$106,993	$109,459	$115,969
15	$87,764	$93,181	$100,417	$104,041	$107,521	$109,998	$116,540

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2023-2024, Day 92							
1%	**B**	**B30**	**M**	**M30**	**M60**	**M75**	**DR**
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	$58,203.74	$61,835.43	$65,893.64	$69,507.64	$73,160.14	$75,647.50	$81,861.21
5	$60,394.62	$64,036.71	$68,424.69	$72,044.94	$75,713.03	$78,195.19	$84,710.59
6	$62,554.28	$66,188.05	$71,173.16	$74,809.01	$78,516.64	$81,000.88	$87,855.42
7	$64,710.82	$68,346.67	$73,884.19	$77,531.48	$81,268.24	$83,754.55	$90,931.58
8	$66,230.70	$70,793.46	$76,678.43	$80,360.05	$84,005.27	$86,494.70	$93,993.19
9	$69,623.12	$73,465.99	$79,519.49	$83,210.48	$86,713.17	$89,197.40	$97,020.46
10	$72,179.13	$76,152.04	$82,349.11	$85,959.99	$89,428.35	$91,912.59	$100,036.29
11	$75,470.64	$79,554.86	$85,910.05	$89,279.59	$92,574.22	$95,062.61	$103,561.87
12	$80,263.31	$84,937.37	$91,619.22	$95,060.53	$98,391.57	$100,875.81	$108,254.66
13	$85,062.21	$90,312.60	$97,321.11	$100,836.28	$104,213.09	$106,697.33	$112,948.49
14	$88,207.04	$93,650.93	$100,923.66	$104,565.75	$108,063.24	$110,553.72	$117,128.42
15	$88,641.88	$94,112.82	$101,420.93	$105,081.74	$108,595.88	$111,097.80	$117,705.78

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2024-2025, Day 1							
3%	**B**	**B30**	**M**	**M30**	**M60**	**M75**	**DR**
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	$59,949.86	$63,690.49	$67,870.45	$71,592.87	$75,354.94	$77,916.92	$84,317.04
5	$62,206.45	$65,957.81	$70,477.43	$74,206.28	$77,984.43	$80,541.05	$87,251.91
6	$64,430.91	$68,173.69	$73,308.36	$77,053.28	$80,872.14	$83,430.91	$90,491.08
7	$66,652.15	$70,397.07	$76,100.71	$79,857.42	$83,706.28	$86,267.19	$93,659.53
8	$68,217.62	$72,917.26	$78,978.79	$82,770.86	$86,525.42	$89,089.54	$96,812.98
9	$71,711.81	$75,669.97	$81,905.08	$85,706.79	$89,314.56	$91,873.32	$99,931.07
10	$74,344.51	$78,436.60	$84,819.58	$88,538.79	$92,111.20	$94,669.96	$103,037.38
11	$77,734.76	$81,941.51	$88,487.36	$91,957.97	$95,351.44	$97,914.49	$106,668.72
12	$82,671.21	$87,485.50	$94,367.80	$97,912.35	$101,343.32	$103,902.08	$111,502.30
13	$87,614.08	$93,021.98	$100,240.74	$103,861.37	$107,339.49	$109,898.25	$116,336.95
14	$90,853.25	$96,460.45	$103,951.37	$107,702.73	$111,305.14	$113,870.33	$120,642.27
15	$91,301.14	$96,936.20	$104,463.56	$108,234.20	$111,853.75	$114,430.73	$121,236.96

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2024-2025, Day 92							
1%	B	B30	M	M30	M60	M75	DR
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	$60,549.36	$64,327.40	$68,549.16	$72,308.80	$76,108.49	$78,696.09	$85,160.21
5	$62,828.52	$66,617.39	$71,182.21	$74,948.35	$78,764.27	$81,346.46	$88,124.43
6	$65,075.22	$68,855.43	$74,041.44	$77,823.82	$81,680.86	$84,265.21	$91,395.99
7	$67,318.67	$71,101.04	$76,861.72	$80,656.00	$84,543.35	$87,129.86	$94,596.13
8	$68,899.80	$73,646.43	$79,768.57	$83,598.56	$87,390.68	$89,980.44	$97,781.11
9	$72,428.93	$76,426.67	$82,724.13	$86,563.86	$90,207.71	$92,792.06	$100,930.38
10	$75,087.95	$79,220.97	$85,667.78	$89,424.18	$93,032.31	$95,616.66	$104,067.75
11	$78,512.11	$82,760.92	$89,372.23	$92,877.55	$96,304.96	$98,893.64	$107,735.41
12	$83,497.92	$88,360.35	$95,311.48	$98,891.47	$102,356.75	$104,941.11	$112,617.32
13	$88,490.22	$93,952.20	$101,243.15	$104,899.98	$108,412.88	$110,997.23	$117,500.32
14	$91,761.78	$97,425.06	$104,990.89	$108,779.75	$112,418.19	$115,009.04	$121,848.69
15	$92,214.15	$97,905.57	$105,508.19	$109,316.54	$112,972.29	$115,575.04	$122,449.33

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2025-2026, Day 1							
3%	**B**	**B30**	**M**	**M30**	**M60**	**M75**	**DR**
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	$62,365.84	$66,257.22	$70,605.63	$74,478.07	$78,391.75	$81,056.97	$87,715.02
5	$64,713.38	$68,615.91	$73,317.67	$77,196.80	$81,127.20	$83,786.85	$90,768.16
6	$67,027.47	$70,921.09	$76,262.69	$80,158.53	$84,131.29	$86,793.17	$94,137.87
7	$69,338.23	$73,234.07	$79,167.57	$83,075.68	$87,079.65	$89,743.76	$97,434.01
8	$70,966.79	$75,855.82	$82,161.63	$86,106.52	$90,012.40	$92,679.85	$100,714.54
9	$74,601.80	$78,719.47	$85,205.85	$89,160.77	$92,913.94	$95,575.82	$103,958.29
10	$77,340.59	$81,597.60	$88,237.81	$92,106.90	$95,823.28	$98,485.16	$107,189.78
11	$80,867.47	$85,243.75	$92,053.40	$95,663.88	$99,194.11	$101,860.45	$110,967.47
12	$86,002.85	$91,011.16	$98,170.82	$101,858.22	$105,427.46	$108,089.34	$115,995.84
13	$91,144.92	$96,770.77	$104,280.44	$108,046.98	$111,665.27	$114,327.15	$121,025.33
14	$94,514.63	$100,347.81	$108,140.61	$112,043.15	$115,790.74	$118,459.31	$125,504.15
15	$94,980.57	$100,842.73	$108,673.44	$112,596.03	$116,361.46	$119,042.29	$126,122.81

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2025-2026, Day 92							
1%	**B**	**B30**	**M**	**M30**	**M60**	**M75**	**DR**
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	$62,989.49	$66,919.79	$71,311.69	$75,222.85	$79,175.66	$81,867.54	$88,592.17
5	$65,360.51	$69,302.07	$74,050.85	$77,968.77	$81,938.47	$84,624.72	$91,675.84
6	$67,697.75	$71,630.30	$77,025.31	$80,960.12	$84,972.60	$87,661.10	$95,079.25
7	$70,031.61	$73,966.41	$79,959.25	$83,906.43	$87,950.44	$90,641.19	$98,408.35
8	$71,676.46	$76,614.38	$82,983.25	$86,967.59	$90,912.52	$93,606.65	$101,721.69
9	$75,347.82	$79,506.66	$86,057.91	$90,052.38	$93,843.08	$96,531.58	$104,997.88
10	$78,114.00	$82,413.57	$89,120.19	$93,027.97	$96,781.51	$99,470.01	$108,261.68
11	$81,676.15	$86,096.19	$92,973.93	$96,620.52	$100,186.05	$102,879.05	$112,077.15
12	$86,862.88	$91,921.27	$99,152.53	$102,876.80	$106,481.73	$109,170.23	$117,155.80
13	$92,056.37	$97,738.48	$105,323.24	$109,127.45	$112,781.92	$115,470.42	$122,235.58
14	$95,459.78	$101,351.29	$109,222.02	$113,163.58	$116,948.64	$119,643.90	$126,759.19
15	$95,930.38	$101,851.16	$109,760.17	$113,721.99	$117,525.07	$120,232.71	$127,384.03

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2026-2027*	B	B30	M	M30	M60	M75	DR
1	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-
4	$65,194.13	$69,261.99	$73,807.60	$77,855.65	$81,946.81	$84,732.91	$91,692.90
5	$67,648.13	$71,727.64	$76,642.63	$80,697.67	$84,806.32	$87,586.58	$94,884.49
6	$70,067.17	$74,137.36	$79,721.20	$83,793.72	$87,946.64	$90,729.24	$98,407.02
7	$72,482.72	$76,555.24	$82,757.82	$86,843.16	$91,028.71	$93,813.64	$101,852.64
8	$74,185.13	$79,295.89	$85,887.66	$90,011.45	$94,094.46	$96,882.88	$105,281.95
9	$77,984.99	$82,289.39	$89,069.94	$93,204.22	$97,127.59	$99,910.18	$108,672.80
10	$80,847.99	$85,298.05	$92,239.39	$96,283.95	$100,168.87	$102,951.46	$112,050.84
11	$84,534.81	$89,109.55	$96,228.02	$100,002.24	$103,692.56	$106,479.82	$115,999.85
12	$89,903.08	$95,138.52	$102,622.87	$106,477.49	$110,208.59	$112,991.19	$121,256.25
13	$95,278.35	$101,159.32	$109,009.56	$112,946.91	$116,729.29	$119,511.88	$126,513.82
14	$98,800.87	$104,898.58	$113,044.79	$117,124.30	$121,041.85	$123,831.44	$131,195.77
15	$99,805.44	$105,933.45	$114,119.28	$118,219.76	$122,155.95	$125,579.36	$132,980.98

**Note:*

- *Steps 4-14 on all columns increase by 3.5%.*
- *Step 15 on B, B30, M, M30, and M60 increased by $500 and then increased by 3.5%.*
- *Step 15 on M75 and DR increased by $1,100 and then increased by 3.5%.*

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Explanation of Tracks

A. Credit for the Master's and Doctoral tracks shall be granted only when the teacher has graduated from a graduate program at an accredited university. Credits accrued as part of the degree may not be applied to track changes.

B. Credit for the Bachelor plus 30 in-service tracks shall be granted for a courses given or arranged for by the Andover School Department or for approved post graduate coursework not taken in pursuit of the Master's Degree.

C. Credit toward the Master plus 30 or the Master plus 60 track shall be granted in the following way:

i. Notwithstanding any provision of this Agreement and Appendix to the contrary, to advance to the next track after September 1, 2012, an employee shall have no fewer than nine (9) graduate school credits of the credits necessary to advance to the next track except that to advance from the Master's +60 track to the Master's +75 track, employees shall have no fewer than six (6) graduate school credits.

Notwithstanding any provision of this Agreement and Appendix to the contrary, to advance to the next track on or after September 1, 2013, an employee shall have no fewer than twelve (12) graduate school credits of the credits necessary to advance to the next track, except that to advance from the Master's +60 track to the Master's +75 track, employees will have no fewer than six (6) graduate school credits.

Graduate school credits shall be from an accredited college or university and be pre-approved by the Superintendent or his/her designee. No college or university credits used to obtain a Master's Degree or earned prior to obtaining a Master's Degree may be counted and applied toward the Master's +30 track or any subsequent tracks.

Additional Conditions

A. In all cases below, credit will not be given for a course unless that course has been given prior approval by the Superintendent or his/her designee.

B. For a teacher to obtain credit for a course (other than in-service) which may be needed because of an anticipated change by the teacher or administrator in duties or alteration of course content, approval must be obtained initially from the Program Coordinator and the Principal at the secondary level or Principal and Assistant Superintendent at the elementary level, and in all cases by the Superintendent.

C. Courses planned by a regional group may be allowed for in-service credit by the Superintendent.

D. Courses recommended by immediate superiors for professional improvement may be allowed for credit toward a track change by the Superintendent following the procedure given in "b" above.

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E. In the progress from one degree to another, credits acquired in a matriculated program cannot be used to meet the requirement of a track change.

F. No employee may receive credit for more than 12 credits during the school year and a total of 18 credits per fiscal year prior to advance to a higher level track. (A fiscal year starts on July 1st and ends the following June 30th.)

G. Staff Development Commission: A Staff Development Commission (SDC) will be formed yearly to serve as the screening committee for all functions of the Staff Development Program and Incentive Pool. It will consider requests and make recommendations for credit value. It will evaluate incentive projects and evaluate results of in-service programs and make final judgments for credit value. The SDC shall be comprised of four members chosen by the Association, three administrators appointed by the Superintendent and the Assistant Superintendent. The SDC shall have two co-chairs, one chosen by the Association and one chosen by the Superintendent.

In the event of a tie vote, the decision will be granted in favor of the proposal or the individual. If the vote is a four/four tie and the votes align with the four Association votes on one side and the four School Administration on the other side, the co-chairs shall respectively issue an explanation of the approval and the opposition to approval.

The SDC shall afford the Superintendent an opportunity to review proposed in-service programs and to comment on the programs if the Superintendent so chooses. Such comments shall be made timely to the scheduled SDC meeting to consider proposals.

Should the Superintendent make a suggestion for change that is not approved, the chairs will respond to the Superintendent indicating the SDC's decision with its rationale. Prior to October 1, 2001, the co-chairs shall prepare a revised procedures process for the SDC. The first order of business for the SDC in 2001 shall be to review these revised procedures and adopt or amend them.

The SDC shall keep minutes of all meetings

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APPENDIX B - STIPENDS

Intramurals

Goal - To provide a flexible intramurals program and to meet the varied needs of the students.

Program - The intramurals will follow these guidelines:

a. Intramurals will be primarily a playing or fun situation.

b. Intramurals will not necessarily be competitive.

c. Students will make a commitment to attend.

d. Activities may be conducted off the school grounds.

e. Activities may be conducted with other schools.

Procedure - The teacher conducting an intramural will complete a proposal which is approved by the principal and the Director of Physical Education.

Cost - 2017-2020 $20.08 Intramural hourly rate

Stipend Review Criteria

Rating Criteria

1. Length of Activity

The actual contact time spend with students during practices, competitions, performances, or activities. The actual time required beyond the school day and/or school calendar (weekends, nights, holidays, vacations).

2. Pressure

The degree of public or parent interest or interaction. The degree of safety involved.

3. Preparation Time and Administrative Requirements

The number of students and assistants involved in the activity; the amount of time required to prepare statistics, coordinate information, review films, and plan activities, practices, competitions, and performances; coordinating with other agencies, handling funds and keeping records.

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4. Expertise

The experience needed to lead/conduct the activity or program.

Review Committee

A review committee may be convened by the Superintendent at the request of the Association, any holder of a fine arts or extra-curricular position, or an administrator for the purpose of adjusting, adding or deleting positions. A committee will be convened within thirty (30) days. The committee will consist of three (3) members appointed by the A.E.A. President and three (3) members appointed by the Superintendent. The Personnel Director will chair this meeting in order to review the meaning of the criteria, provide the job description and maintain minutes.

After a discussion of each of the criteria, members will rate each of the criteria areas. If an adjustment is necessary, this committee will make such a recommendation to the Superintendent.

5. Coaching Evaluations

The AEA and the Andover Public Schools agrees to move forward with a formal process for the annual evaluation of coaches and assistant coaches. The Athletic Director assigned to oversee the sport shall meet with the Head Coach to discuss the evaluation no later than 30 days following the official end of the season. Assistant coaches shall receive a written evaluation no later than 45 days following the season's end. The parties also agree that the evaluation document in use as of 2005 shall be continued until such time as the parties agree to any change.

6. Fine Arts stipend positions are under the immediate supervision of the Director of Fine Arts. All other extra-curricular stipend positions are under the supervision of the Building Principal. The above criteria will be used to write job descriptions and to establish a benchmark for the amount of the stipend.

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APPENDIX B - COACHING SALARY SCHEDULE

	2023-2024 (3.5%)	2024-2025 (3.5%)	2025-2026 (3.5%)	2026-2027 (3.5%)
LEVEL I				
Football				
Varsity Head Coach	$10,021.91	$10,372.67	$10,735.72	$11,111.47
Varsity Assistant Coaches	$5,567.27	$5,762.12	$5,963.79	$6,172.53
Freshman Head Coach	$5,010.44	$5,185.80	$5,367.30	$5,555.16
Freshman Assistant Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
LEVEL II				
Basketball				
Varsity Head Coach	$8,512.88	$8,810.83	$9,119.20	$9,438.38
Junior Varsity Coaches	$4,315.95	$4,467.01	$4,623.35	$4,785.17
Freshman Coaches	$4,315.95	$4,467.01	$4,623.35	$4,785.17
Spring Track				
Boys/Girls Varsity Head Coach	$8,512.88	$8,810.83	$9,119.20	$9,438.38
Varsity Assistant Coaches	$4,315.95	$4,467.01	$4,623.35	$4,785.17
Winter Track				
Head Coach	$8,512.88	$8,810.83	$9,119.20	$9,438.38
Assistant Coaches	$4,315.95	$4,467.01	$4,623.35	$4,785.17
Wrestling				
Head Coach	$8,512.88	$8,810.83	$9,119.20	$9,438.38
Junior Varsity Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19

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LEVEL III				
Soccer				
Varsity Head Coach	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Junior Varsity Coaches	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Freshman Head Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Ice Hockey				
Varsity Head Coach	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Varsity Assistant Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Junior Varsity Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Swimming				
Head Coach	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Assistant Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Gymnastics				
Head Coach	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Assistant Coaches	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Baseball/Softball				
Varsity Head Coach	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Junior Varsity Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Freshman Head Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Field Hockey				
Varsity Head Coach	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Junior Varsity Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Freshman Head Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Lacrosse				
Head Coach	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Junior Varsity Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19

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Freshman Head Coach	$4,035.47	$4,176.71	$4,322.89	$4,474.19
Skiing				
Head Coach (if there is a JV Coach)	$5,984.37	$6,193.82	$6,410.61	$6,634.98
Head Coach (if there is no JV Coach)	$8,512.88	$8,810.83	$9,119.20	$9,438.38
LEVEL IV				
Cross Country				
Head Coach	$5,010.44	$5,185.80	$5,367.30	$5,555.16
Assistant Coach	$3,825.36	$3,959.25	$4,097.82	$4,241.25
Skiing				
Assistant Coach	$3,825.36	$3,959.25	$4,097.82	$4,241.25
Cheerleading				
Head Coach – Fall	$5,010.44	$5,185.80	$5,367.30	$5,555.16
Head Coach – Winter	$5,010.44	$5,185.80	$5,367.30	$5,555.16
JV Basketball Cheer Coach	$2,533.68	$2,622.36	$2,714.14	$2,809.14
Tennis				
Head Coach	$5,010.44	$5,185.80	$5,367.30	$5,555.16
Volleyball*				
Head Coach	$5,010.44	$5,185.80	$5,367.30	$5,555.16
Assistant Coach	$3,825.36	$3,959.25	$4,097.82	$4,241.25
Freshman Coach	$3,825.36	$3,959.25	$4,097.82	$4,241.25
LEVEL V				
Cheerleading				
JV Cheerleading- Fall	$2,585.43	$2,675.92	$2,769.58	$2,866.51

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Hockey Cheerleading Coach **	$1,680.84	$1,739.67	$1,800.56	$1,863.58
Golf				
Head Coach	$3,619.40	$3,746.07	$3,877.19	$4,012.89
Other				
Business Manager -				
Fall	$4,594.37	$4,755.17	$4,921.60	$5,093.85
Winter	$3,479.67	$3,601.46	$3,727.51	$3,857.97
Spring	$3,479.67	$3,601.46	$3,727.51	$3,857.97
Unified Sports	$1,654.97	$1,712.89	$1,772.84	$1,834.89

Volleyball: Annotated above with an asterisk *. If an assistant coach is not funded, the Head Coach will be paid at the next higher level.

Cheerleading Coach for Hockey: Annotated above with two asterisks **. In addition, if a Cheerleading Coach for Hockey is not appointed, and those duties are assumed by the winter Cheerleading Coach, an additional stipend of $500 will be added to the winter Cheerleading Coaches position.

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APPENDIX B - EXTRA CURRICULAR STIPENDS

	2023-2024 (3.5%)	2024-2025 (3.5%)	2025-2026 (3.5%)	2026-2027 (3.5%)
Fine Arts				
Strings	$4,068.59	$4,210.99	$4,358.37	$4,510.91
Music Dir	$5,050.80	$5,227.58	$5,410.54	$5,599.91
Asst Mus	$4,209.35	$4,356.67	$4,509.16	$4,666.98
Drama HS	$3,508.65	$3,631.45	$3,758.55	$3,890.10
Ast Drama HS	$2,806.92	$2,905.16	$3,006.84	$3,112.08
Musical Choreography-HS	$2,639.25	$2,731.62	$2,827.23	$2,926.18
Jazz Band level 3	$2,111.40	$2,185.30	$2,261.78	$2,340.95
Jazz Band level 4	$2,111.40	$2,185.30	$2,261.78	$2,340.95
Photography Club	$1,824.71	$1,888.57	$1,954.67	$2,023.08
Tri-M Music Honor Society	$2,239.74	$2,318.13	$2,399.27	$2,483.24
National Art Honor Society	$2,245.95	$2,324.56	$2,405.92	$2,490.12
Theatre Costuming Coordinator	$2,912.49	$3,014.43	$3,119.93	$3,229.13
Technical Director-Fall	$2,639.25	$2,731.62	$2,827.23	$2,926.18
Technical Director-Winter	$1,583.55	$1,638.97	$1,696.34	$1,755.71
Technical Director-Spring	$1,583.55	$1,638.97	$1,696.34	$1,755.71
Band				
Director	$4,350.11	$4,502.36	$4,659.94	$4,823.04
Drill Design	$4,069.62	$4,212.06	$4,359.48	$4,512.06
Asst Band Dir	$3,229.20	$3,342.22	$3,459.20	$3,580.27
Percussion	$3,229.20	$3,342.22	$3,459.20	$3,580.27
Color Guard	$3,229.20	$3,342.22	$3,459.20	$3,580.27
Pep Band	$1,327.91	$1,374.38	$1,422.49	$1,472.27
Show Choir				
Varsity Show Choir Dir	$5,041.49	$5,217.94	$5,400.56	$5,589.58
JV Show Choir Dir	$3,921.62	$4,058.87	$4,200.93	$4,347.96

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Varsity Show Choir Band	$1,680.84	$1,739.67	$1,800.56	$1,863.58
JV Show Choir Band	$1,680.84	$1,739.67	$1,800.56	$1,863.58
All Male Show Choir Dir-Back to Basics	$2,769.66	$2,866.60	$2,966.93	$3,070.77
Varsity Show Choir Choreography (4)	$1,680.84	$1,739.67	$1,800.56	$1,863.58
JV Show Choir Choreography	$1,680.84	$1,739.67	$1,800.56	$1,863.58
Choreographer	$1,680.84	$1,739.67	$1,800.56	$1,863.58
Choreographer	$1,680.84	$1,739.67	$1,800.56	$1,863.58
Gold n'Blues AHS A Capella	$2,521.26	$2,609.50	$2,700.84	$2,795.37
AHS				
Sr Class	$4,928.67	$5,101.17	$5,279.71	$5,464.50
Jr Class	$3,648.38	$3,776.07	$3,908.23	$4,045.02
So Class	$2,245.95	$2,324.56	$2,405.92	$2,490.12
Fr Class	$2,245.95	$2,324.56	$2,405.92	$2,490.12
NHS	$2,245.95	$2,324.56	$2,405.92	$2,490.12
Drop-In Tutoring	$2,521.26	$2,609.50	$2,700.84	$2,795.37
TV	$2,806.92	$2,905.16	$3,006.84	$3,112.08
DECA	$2,738.61	$2,834.46	$2,933.67	$3,036.35
Student Govt	$2,526.44	$2,614.86	$2,706.38	$2,801.10
Newspaper	$2,526.44	$2,614.86	$2,706.38	$2,801.10
AHS Daily News	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Debate	$2,245.95	$2,324.56	$2,405.92	$2,490.12
Science	$2,105.19	$2,178.87	$2,255.13	$2,334.06
Math	$2,105.19	$2,178.87	$2,255.13	$2,334.06
Literary Mag	$2,105.19	$2,178.87	$2,255.13	$2,334.06
Mock Trial	$2,105.19	$2,178.87	$2,255.13	$2,334.06
Art	$1,824.71	$1,888.57	$1,954.67	$2,023.08
Chess	$1,404.50	$1,453.65	$1,504.53	$1,557.19
GSA	$2,526.44	$2,614.86	$2,706.38	$2,801.10

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Environmental Club	$3,508.65	$3,631.45	$3,758.55	$3,890.10
Senior Exhibition	$1,119.87	$1,159.07	$1,199.63	$1,241.62
Community Service	$3,508.65	$3,631.45	$3,758.55	$3,890.10
Amigos	$2,530.58	$2,619.15	$2,710.82	$2,805.69
SADD Advisor	$2,526.44	$2,614.86	$2,706.38	$2,801.10
Dance	$1,353.78	$1,401.16	$1,450.20	$1,500.96
Warrior Way	$3,508.65	$3,631.45	$3,758.55	$3,890.10
Asian American Club	$2,435.36	$2,520.59	$2,608.81	$2,700.12
Model United Nations	$2,245.95	$2,324.56	$2,405.92	$2,490.12
Robotics	$2,738.61	$2,834.46	$2,933.67	$3,036.35
Eye to Eye	$2,533.68	$2,622.36	$2,714.14	$2,809.14
Quiz Show Advisor	$2,521.26	$2,609.50	$2,700.84	$2,795.37
Recycling Club	$1,792.62	$1,855.36	$1,920.30	$1,987.51
Sea Perch	$2,728.26	$2,823.75	$2,922.58	$3,024.87
Biobuilders Club	$2,521.26	$2,609.50	$2,700.84	$2,795.37
Middle School Fine Arts				
Vocalize, A Capella	$2,521.26	$2,609.50	$2,700.84	$2,795.37
Accelerano Chamber	$2,521.26	$2,609.50	$2,700.84	$2,795.37
DMS				
Ex-Curric Prog Coord	$3,124.67	$3,234.03	$3,347.22	$3,464.37
DramaDMS	$2,806.92	$2,905.16	$3,006.84	$3,112.08
Asst Drama	$2,314.26	$2,395.26	$2,479.09	$2,565.86
WEB (Where everyone belongs)	$2,197.31	$2,274.21	$2,353.81	$2,436.19
Outing Club	$3,367.89	$3,485.77	$3,607.77	$3,734.04
Stud Govt	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Newspaper	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Yearbook	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Math Team	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Kids on Block	$2,806.92	$2,905.16	$3,006.84	$3,112.08

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WMS				
Ex-Curric Prog Coord	$3,124.67	$3,234.03	$3,347.22	$3,464.37
DramaWMS	$2,806.92	$2,905.16	$3,006.84	$3,112.08
Asst Drama	$2,314.26	$2,395.26	$2,479.09	$2,565.86
WEB (Where everyone belongs)	$2,197.31	$2,274.21	$2,353.81	$2,436.19
Outing Club	$3,367.89	$3,485.77	$3,607.77	$3,734.04
Stud Govt	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Newspaper	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Yearbook	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Math Team	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Kids on Block	$2,314.26	$2,395.26	$2,479.09	$2,565.86
WHMS				
Ex-Curric Prog Coord	$3,124.67	$3,234.03	$3,347.22	$3,464.37
DramaWHMS	$2,806.92	$2,905.16	$3,006.84	$3,112.08
Asst Drama	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Yearbook	$2,314.26	$2,395.26	$2,479.09	$2,565.86
WEB (Where everyone belongs)	$2,197.31	$2,274.21	$2,353.81	$2,436.19
Outing Club	$3,367.89	$3,485.77	$3,607.77	$3,734.04
Stud Govt	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Newspaper	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Math Team	$2,314.26	$2,395.26	$2,479.09	$2,565.86
Revolving Fund				
Yearbook	$4,350.11	$4,502.36	$4,659.94	$4,823.04
Business Editor	$2,806.92	$2,905.16	$3,006.84	$3,112.08
PSAT/NMSQT Coordinator	$2,240.78	$2,319.20	$2,400.37	$2,484.39
AP Coordinator	$3,361.68	$3,479.34	$3,601.12	$3,727.15
AASMP Director	$1,791.59	$1,854.29	$1,919.19	$1,986.36
AASMP Secretary	$1,791.59	$1,854.29	$1,919.19	$1,986.36

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The above listing reflects those stipends that have been approved by the AEA and Administration for inclusion in the contract; annual funding of any of the above listed stipend is subject to budgetary constraints.

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APPENDIX C - PROFESSIONAL STIPENDS / DIFFERENTIALS*

		2023-2024 (3.5%)	2024-2025 (3.5%)	2025-2026 (3.5%)	2026-2027 (3.5%)	Notes
Summer Work/Curriculum Work	per hour	$36.23	$37.49	$38.81	$40.16	
Staff Development Instructor	per course	$1,831.95	$1,896.07	$1,962.43	$2,031.12	
Staff Development Guest Instructor	per hour	$59.00	$61.06	$63.20	$65.41	
Staff Development Commission:	Member	$517.50	$535.61	$554.36	$573.76	
	Chair	$621.00	$642.74	$665.23	$688.51	
National Board Certification	per year	$1,035.00	$1,071.23	$1,108.72	$1,147.52	
Outdoor Education	per day	$155.25	$160.68	$166.31	$172.13	$50 per classroom
Home Tutors	Hourly rate	B-1	B-1	B-1	B-1	
Learning Specialists (8-02)**		$4,015	$4,155	$4,301	$4,451	Only if hired before 2001-2002
SPED – Self-contained Classroom (8-02)		$1,124	$1,163	$1,204	$1,246	
Education Team Facilitator (8-03)		$2,891	$2,992	$3,097	$3,205	
School Adjustment Counselor (8-04) **		$2,891	$2,992	$3,097	$3,205	
Mentoring Coordinator		$5,175	$5,356	$5,544	$5,738	
Mentoring Facilitator		$1,553	$1,607	$1,663	$1,721	
Step 14 M+75 and Step 14 Doctorate Teacher Serving as Teacher Mentors ***		$518	$536	$554	$574	

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Andover High School						
Foreign Language Team Leader		$3,105	$3,214	$3,326	$3,443	Stipend discontinued
Fine Arts Team Leader		$3,105	$3,214	$3,326	$3,443	Stipend discontinued June 2013
English Team Leader		$5,175	$5,356	$5,544	$5,738	Stipend discontinued June 2008
Social Studies Team Leader		$5,175	$5,356	$5,544	$5,738	Stipend discontinued June 2008
College Admissions Process: Choice not Chance		$1,738	$1,799	$1,862	$1,927	2 positions
Middle School						
Middle School Team Leader		$1,696	$1,756	$1,817	$1,881	
Middle School Team Leader (Integrated Arts)		$849	$878	$909	$941	
Middle School Curriculum Advisor		$1,696	$1,756	$1,817	$1,881	
Middle School Team Leader (World Language)		$849	$878	$909	$941	
Elementary School						
Elementary Curriculum Leader						Effective 2019-2020 school year
		$905	$936	$969	$1,003	Team of less than five (5) or more teachers

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		$1,244	$1,288	$1,333	$1,379	Team of five (5) or more teachers
		$453	$469	$486	$503	Specialist Team
District Wide						
Team Leader (prek-12) School Psychologists		$1,242	$1,285	$1,330	$1,377	One position
Team Leader (preK-12) Speech & Language		$1,242	$1,285	$1,330	$1,377	One position

* Professional work with no students involvement; work with students is paid based on per diem.

** Those employed for the 2001-2002 School Year and after are not eligible for this stipend/differential.

*** When the principal selects a teacher at Step 14, M+75 or Step 14 Doctorate track to be a mentor for non-PTS teachers, such mentor shall attend a training program for mentors and shall receive an annual stipend of $500.00 for mentoring.

**** The School Committee agrees to fund a minimum of four (4) Elementary Curriculum Leader positions in each k-5 school in fiscal year 2020. The stipend for Elementary Curriculum Leaders shall be the same as the above rate for Elementary Team Leader.

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APPENDIX D - ARTICLE 28-01 TEACHER EVALUATION

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1) **Purpose of Educator Evaluation**

a) This contract language is locally negotiated and based on M.G.L., c.71, § 38; M.G.L. c.150E; the Educator Evaluation regulations, 603 CMR 35.00 et seq. In the event of a conflict between this collective bargaining agreement and the governing laws and regulations, the laws and regulations will prevail.

b) The regulatory purposes of evaluation are:

i) To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability;

ii) To provide a record of facts and assessments for personnel decisions;

iii) To ensure that every school committee has a system to enhance the professionalism and accountability of teachers and administrators that will enable them to assist all students to perform at high levels; and

iv) To assure effective teaching and administrative leadership.

2) **Definitions (* indicates definition is generally based on 603 CMR 35.02)**

a) ***Artifacts of Professional Practice**: Products of an Educator's work and student work samples that demonstrate the Educator's knowledge and skills with respect to specific performance standards.

b) **Caseload Educator**: Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.

c) **Classroom teacher**: Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.

d) **Categories of Evidence**: Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration, but generally not less than ten (10) minutes; and additional evidence relevant to one or more Standards of Effective Teaching Practice.

e) ***District-determined Measures**: Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are locally bargained to the extent required by law, comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios, approved commercial

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assessments and district-developed pre and post unit and course assessments, and capstone projects.

f) *__Educator(s)__: Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.

g) ***Educator Plan**: The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:

i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, in consultation with the Educator with PTS, in a new assignment.

ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.

iii) **Directed Growth Plan** shall mean a plan developed by the Educator and the Evaluator of one school year or less for Educators with PTS who are rated needs improvement.

iv) **Improvement Plan** shall mean a plan developed by the Evaluator, after consultation with the educator, of at least thirty (30) calendar days and no more than one school year for Educators with PTS who are rated unsatisfactory with goals specific to improving the Educator's unsatisfactory performance. In those cases where an Educator is rated unsatisfactory near the close of a school year, the plan may include activities during the summer preceding the next school year.

h) ***ESE**: The Massachusetts Department of Elementary and Secondary Education.

i) ***Evaluation**: The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the "formative evaluation" and "formative assessment") and to assess total job effectiveness and make personnel decisions (the "summative evaluation").

j) ***Evaluator**: Any person designated by a superintendent who has primary or supervisory responsibility for observation and evaluation. The superintendent is responsible for ensuring that all Evaluators have an administrative license and have training in the principles of supervision and evaluation. Each Educator will have one primary Evaluator at any one time responsible for determining performance ratings.

i) **Primary Evaluator** shall be the person who determines the Educator's performance ratings and evaluation.

ii) **Supervising Evaluator** shall be the person responsible for developing the Educator Plan, supervising the Educator's progress through formative

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assessments, evaluating the Educator's progress toward attaining the Educator Plan goals, and making recommendations about the evaluation ratings to the primary Evaluator at the end of the Educator Plan. The Supervising Evaluator may be the primary Evaluator or his/her designee.

iii) **Teaching Staff Assigned to More Than One Building**: Each Educator who is assigned to more than one building will be evaluated by the appropriate administrator where the individual is assigned most of the time. The principal of each building in which the Educator serves must review and sign the evaluation, and may add written comments. In cases where there is no predominate assignment, the superintendent will determine who the primary evaluator will be.

iv) **Notification**: The Educator shall be notified in writing of his/her primary Evaluator and supervising Evaluator, if any, at the outset of each new evaluation cycle. The Evaluator(s) may be changed upon notification in writing to the Educator.

k) **Evaluation Cycle**: A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.

l) ***Experienced Educator**: An educator with Professional Teacher Status (PTS).

m) ***Family**: Includes students' parents, legal guardians, foster parents, or primary caregivers.

n) ***Formative Assessment**: The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.

o) ***Formative Evaluation**: An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.

p) **Goal**: A specific, actionable, and measurable area of improvement as set forth in an Educator's plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators or specialized instructional support personnel, by the Evaluator, or by teams, departments, or groups of Educators or specialized instructional support personnel who have the same role. Team goals can be developed by grade level or subject area.

q) ***Measurable**: That which can be classified or estimated in relation to a scale, rubric, or standards.

r) **Multiple Measures of Student Learning**: Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student ACCESS gain scores. This

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definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.

s) **New Assignments**: New assignments shall mean a change in licensure or a change in level, unless an educator has been assigned to that level within the previous five (5) years after attaining Professional Teacher Status. The President of the AEA will be provided with a list of educators proposed for new assignments in the coming school year.

t) ***Observation**: A data gathering process that includes notes and judgments made during one or more classroom or worksite visits(s) of any duration, but generally not less than ten minutes, by the Evaluator and may include examination of artifacts of practice including student work. An observation shall occur in person. Observations will be done openly and with knowledge of the Educator. The parties agree not to employ video observations until appropriate protocols are developed and agreed upon. Classroom or worksite observations conducted pursuant to this article must result in written feedback to the Educator. Normal supervisory responsibilities of department, building and district administrators will also cause administrators to drop in on classes and other activities in the worksite at various times as deemed necessary by the administrator. Carrying out these supervisory responsibilities, when they do not result in targeted and constructive feedback to the Educator, are not observations as defined in this Article.

u) **Parties**: The parties to this agreement are the Andover Education Association and the Andover School Committee.

v) ***Performance Rating**: Describes the Educator's performance on each performance standard and overall evaluation. There shall be four performance ratings:

- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall evaluation. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district- wide.
- Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall evaluation. Proficient practice is understood to be fully satisfactory.
- Needs Improvement: the Educator's performance on a standard or overall evaluation is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
- Unsatisfactory: the Educator's performance on a standard or overall evaluation has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

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w) ***Performance Standards**: Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00. The parties may agree to limit standards and indicators to those set forth in 603 CMR 35.03.

x) ***Professional Teacher Status**: PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.

y) **Rating of Educator Impact on Student Learning**: A rating of high, moderate or low based on trends and patterns of student learning, growth and achievement as well as on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.

z) **Rating of Overall Educator Performance**: The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:

i) Standard 1: Curriculum, Planning and Assessment

ii) Standard 2: Teaching All Students

iii) Standard 3: Family and Community Engagement

iv) Standard 4: Professional Culture

v) Attainment of Professional Practice Goal(s)

vi) Attainment of Student Learning Goal(s)

aa) ***Rubric**: A scoring tool that describes characteristics of practice or artifacts at different levels of performance. The rubrics for Standards and Indicators of Effective Teaching Practice are used to rate Educators on Performance Standards, these rubrics consists of:

i) Standards: Describes broad categories of professional practice, including those required in 603 CMR 35.03

ii) Indicators: Describes aspects of each standard, including those required in 603 CMR 35.03

iii) Elements: Defines the individual components under each indicator

iv) Descriptors: Describes practice at four levels of performance for each element

bb) ***Summative Evaluation**: An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator's judgments of the Educator's performance against Performance Standards and the Educator's attainment of goals set forth in the Educator's Plan. The

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Summative Evaluation must be based on evidence from multiple categories of evidence as per the regulations.

cc) ***Superintendent**: The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.

dd) ***Teacher**: An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.

ee) ***Trends in student learning**: At least two years of data from the district- determined measures and state assessments used in determining the Educator's rating on impact on student learning as high, moderate or low.

ff) **Self Assessment**: The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining or included in individual employment contracts.

i) Each educator shall be responsible for gathering and providing information to the evaluator on the educator's performance which shall include: an analysis of evidence of student learning, growth and achievement for students under the educator's responsibility; an assessment of practice against Performance Standards; and proposed goals to pursue to improve practice and student learning, growth, and achievement.

ii) The educator shall provide such information, in the form of a self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development.

iii) The evaluator shall consider the information provided by the educator and all other relevant information.

3) **Evidence Used In Evaluation:** The following categories of evidence shall be used in evaluating each Educator:

a) Multiple measures of student learning, growth, and achievement, which shall include:

i) Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;

ii) At least two district-determined measures of student learning related to the Massachusetts Curriculum Frameworks or the Massachusetts Vocational Technical Education Frameworks or other relevant frameworks that are comparable across grades and/or subjects district-wide. These measures may include: portfolios, approved commercial assessments and district- developed pre and post unit and course assessments, and capstone projects. One such measure

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shall be the MCAS Student Growth Percentile (SGP) and/ or ACCESS gain scores, if applicable, in which case at least two years of data is required.

iii) Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.

iv) For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement should be locally bargained to the extent required by law. The measures set by the district should be based on the Educator's role and responsibility.

b) Judgments based on observations and artifacts of practice including:

i) Unannounced observations of practice of any duration, but generally not less than ten (10) minutes.

ii) Announced observation(s) for non-PTS Educators in their first year of practice in a school, Educators on Improvement Plans, and as determined by the Evaluator.

iii) Examination of Educator work samples.

iv) Examination of student work samples.

c) Evidence relevant to one or more Performance Standards, including but not limited to:

i) Evidence compiled and presented by the Educator, including:

(1) Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;

(2) Evidence of active outreach to and engagement with families;

ii) Evidence of progress towards professional practice goal(s);

iii) Evidence of progress toward student learning outcomes goal(s).

iv) Student and Staff Feedback – see # 23-24, below; and

v) Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4) **Rubric** - The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district may use either the rubrics provided by ESE or comparably rigorous and comprehensive rubrics developed or

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adopted by the district and reviewed by ESE. The current rubrics are attached to this agreement, but will be amended as additional rubrics from ESE become available.

5) **Evaluation Cycle: Training**

a) Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE.

b) By November 1st of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 1st date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within three months of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE.

6) **Evaluation Cycle: Annual Orientation**

a) At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:

i) Provide an overview of the evaluation process, including goal setting and the educator plans.

ii) Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.

iii) The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year, provided that an announcement is made prior to the meeting that it is being recorded.

iv) Provide strategic plan, district and school goals and priorities as well as professional development opportunities related to those goals and priorities.

7) Evaluation Cycle: Self-Assessment

a) Completing the Self-Assessment

i) The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of his or her employment at the school, except for the first year of this agreement when it shall be completed by October 15th or within the first four weeks of employment.

ii) The self-assessment includes:

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(1) An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.

(2) An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.

(3) Proposed goals to pursue:

(1st) At least one goal directly related to improving the Educator's own professional practice.

(2nd) At least one goal directed related to improving student learning.

b) Proposing the goals

i) Educators must consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

ii) For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st *(or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities. * 2013-2014 school year or the first year of implementation, the October 15th date will replace the October 1 date, as noted above.

iii) Unless the Evaluator indicates a PTS Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may address shared grade level or subject area team goals.

iv) For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.

v) For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject area team goals.

8) **Evaluation Cycle: Goal Setting and Development of the Educator Plan**

a) Every Educator has an Educator Plan that includes, but is not limited to, one goal related to the improvement of practice; one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the

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Plan and benchmarks to assess progress. Goals may be developed by individual Educators, by the Evaluator, or by teams, departments, or groups of Educators who have the similar roles and/or responsibilities. See Sections 15-19 for more on Educator Plans.

b) To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance on this matter. See #22, below.

c) Educator Plan Development Meetings shall be conducted as follows:

i) Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.

ii) For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school

iii) The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement. In addition, the goals may address shared grade level or subject matter goals.

iv) For educators with PTS with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share best practices with colleagues or develop leadership skills.

v) Unless the evaluator indicates that educators in their second or third year of practice should continue to address induction and mentoring goals, the educator may propose team goals.

d) The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS**

a) In the first year of practice or first year in a new assignment:

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i) The Educator shall have at least two (2) announced observations during the school year using the protocol described in section 11B, below.

ii) The Educator shall have at least four (4) unannounced observations during the school year.

b) In their second and third years of practice or in the second and third years of a new assignment:

i) The Educator shall have at least one (1) announced observation during the school year.

ii) The Educator shall have at least three (3) unannounced observations during the school year.

10) **Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS**

a) The Educator whose overall rating is proficient or exemplary must have at least one (1) unannounced observation during the evaluation cycle.

b) The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of the plan which must include at least two (2) unannounced observations.

c) The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observations. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one (1) announced and four (4) unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one (1) announced and two (2) unannounced observations.

11) **Observations -** The Evaluator's first observation of the Educator should take place by November 15. Observations required by the Educator Plan should be completed by May 15th, unless the Educator is on the first year of a two year Self-Directed Growth Plan at which time the observations must be complete by June 15th. The Evaluator may conduct one (1) additional observation after June 15th. The Evaluator is not required nor expected to review all the indicators in a rubric during an observation.

a) Unannounced Observations

i) Unannounced observations may be in the form of partial or full-period classroom visitations deemed useful by the Evaluator, principal, superintendent or other administrator. The evaluator shall observe the educator generally for at least ten (10) minutes.

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ii) The Educator will be provided with at least brief written feedback from the Evaluator within 3-5 school days of the observation. The written feedback shall be delivered to the Educator in person or by email.

iii) Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least thirty (30) minutes in duration within twenty (20) school days.

b) Announced Observations

i) All non-PTS Educators in their first year in the school and PTS Educators on Improvement Plans shall have at least two (2) announced observations and other educators at the discretion of the evaluator shall have at least one (1) Announced Observation.

(1) The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation. The observation shall be a partial or full class period or observation of service.

(2) Within five (5) school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing or in email of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance.

(1st) The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

(2nd) The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.

(3) Within five (5) school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within twenty-four (24) hours if possible.

(4) The Evaluator shall provide the Educator with written feedback within five (5) school days of the post-observation conference. For any standard where the Educator’s practice was found to be unsatisfactory or needs improvement, the feedback must:

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(1st) Describe the basis for the Evaluator's judgment.

(2nd) Describe actions the Educator should take to improve his/her performance.

(3rd) Identify support and/or resources the Educator may use in his/her improvement.

(4th) State that the Educator is responsible for addressing the need for improvement.

12) **Evaluation Cycle: Formative Assessment**

a) A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.

b) Formative Assessment may be ongoing throughout the evaluation cycle but typically takes place mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.

c) The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both

d) No less than two (2) weeks before the due date for the Formative Assessment report, which due date shall be established by the Evaluator with written notice to the Educator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.

e) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Assessment Report.

f) The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered face-to-face or by email.

g) The Educator may reply in writing to the Formative Assessment report within ten (10) school days of receiving the report. The Educator's reply shall be attached to the report.

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h) The Educator shall sign the Formative Assessment report by within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

i) As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.

j) If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13) **Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only**

a) Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report near the end of the first year, but no later than June 10th, of the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.

b) The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall, or both.

c) No later than May 1st of the first year, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four (4) Performance Standards.

d) The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered face-to-face or by email.

e) Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before or after completion of the Formative Evaluation Report.

f) The Educator may reply in writing to the Formative Evaluation report within ten (10) school days of receiving the report.

g) The Educator shall sign the Formative Evaluation report within five (5) school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

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h) As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.

i) If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

j) A copy of the formative assessment will become part of the Educator's personnel file.

14) **Evaluation Cycle: Summative Evaluation**

a) The evaluation cycle concludes with a summative evaluation report. For Educators on a two (2) year Self-Directed Educator Plan whose overall rating is proficient or exemplary the Summative Evaluation report must be written and provided to the Educator by June 15th. For Educators on a two (2) year Self- Directed Growth Plan whose overall rating is needs improvement or unsatisfactory and for Educators on a one (1) year Directed Growth Plan, the Summative Evaluation report must be written and provided to the Educator by May 15th.

b) The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.

c) The professional judgment of the primary evaluator shall determine the overall summative rating that the Educator receives.

d) For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating. In cases where the superintendent serves as the primary evaluator, the superintendent's decision on the rating shall not be subject to review.

e) The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

f) To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of Effective Teaching Practice.

g) No less than four (4) weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four (4) Performance Standards.

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h) The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.

i) The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator who received an overall rating of proficient or exemplary either face-to-face or by email no later than June 15th. Should the Evaluator determine that an Educator with Professional Teacher Status (PTS) be moved to a Directed Growth Plan or to an Improvement Plan, the Evaluator shall deliver a signed copy of the Summative Evaluation report face-to-face or by email no later than May 15th.

j) The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur by June 1st.

k) The Evaluator may meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. The meeting shall occur by June 15th.

l) Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two (2) years during the meeting on the Summative Evaluation report.

m) The Educator shall sign the final Summative Evaluation report within five (5) calendar days of receipt of the report. The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

n) The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report.

o) A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15) **Educator Plans – General**

a) Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with the strategic plan, district and school improvement plans.

b) The Educator Plan shall include, but is not limited to:

i) At least one (1) goal related to improvement of practice tied to one (1) or more Performance Standards;

ii) At least one (1) goal for the improvement of learning, growth and achievement of the students under the Educator's responsibility;

iii) An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and

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learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self- study, action research, curriculum development, study groups with peers, and implementing new programs.

c) It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16) **Educator Plans: Developing Educator Plan**

a) The Developing Educator Plan is for all Educators without PTS and for some educators in a new assignment. Educators without PTS shall be placed on a developing educator plan at the discretion of the Evaluator. Evaluators will develop the educator plan for Educator's in a new assignment after consultation with the Educator.

b) The Educator shall be evaluated at least annually.

17) **Educator Plans: Self-Directed Growth Plan**

a) A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is moderate or high. A formative evaluation report is completed at the end of year one (1) and a summative evaluation report at the end of year two (2).

b) A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18) **Educator Plans: Directed Growth Plan**

a) A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.

b) The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.

c) The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than May 15th.

d) For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.

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e) For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19) **Educator Plans: Improvement Plan**

a) An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory. The President of the AEA will be informed of an educator rated unsatisfactory.

b) The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than thirty (30) calendar days and no more than one (1) school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one (1) school year, the Improvement Plan may recommend activities that occur during the summer before the next school year begins.

c) The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.

d) An Educator on an Improvement Plan shall be assigned a Supervising Evaluator (see definitions). The Supervising Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan. The primary evaluator may be the Supervising Evaluator.

e) The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.

f) The Improvement Plan process shall include:

i) Within ten (10) school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.

ii) The Educator may request that a representative of the Association attend the meeting(s).

g) The Improvement Plan shall:

i) Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;

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ii) Describe the activities and work products the Educator must complete as a means of improving performance;

iii) Describe the assistance that the district will make available to the Educator;

iv) Articulate the measurable outcomes that will be accepted as evidence of improvement;

v) Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);

vi) Identify the individuals assigned to assist the Educator which must include minimally the Supervising Evaluator.

vii) Include the signatures of the Educator and Association President or designee; such signatures indicate receipt of the Improvement Plan.

h) A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.

i) Decision on the Educator's status at the conclusion of the Improvement Plan.

i) All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:

(1) If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.

(2) In those cases where the Educator was placed on an Improvement Plan as a result of his/her summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.

(3) In those cases where the Educator was placed on an Improvement Plan as a result of his/her Summative rating at the end of his/her Directed Growth Plan, if the Evaluator determines that the Educator is not making substantial progress toward proficiency, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

(4) If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20) **Career Advancement** - In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each of the four Performance Standards and an

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overall rating of proficient or exemplary. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and achieved an overall rating of proficient or exemplary on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.

21) **Rating Impact on Student Learning Growth** - ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter.

22) **Using Student Feedback in Educator Evaluation** - ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

23) **Using Staff Feedback in Educator Evaluation** - ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24) **Transition from Existing Evaluation System**

a) All Educators will be subject to the new evaluation system.

b) Non-Professional Teacher Status (NPTS) Educators and Educators beginning a new assignment will be placed on a Developing Educator Plan except if such Educator is subject to Section E below.

c) Professional Teacher Status (PTS) Educators who were not evaluated in the 2013- 2014 school year under the current system will be placed in year two of a two- year Self-Directed Growth Plan.

d) Professional Teacher Status (PTS) Educators who in the 2012-2013 school year completed their Traditional Evaluation or TERC Alternative Evaluation will be placed in year one of a two-year Self-Directed Growth Plan unless they were recommended for an Improvement Plan during the 2012-2013 evaluation cycle.

e) Professional Teacher Status (PTS) Educators who in the 2012-2013 school year were recommended for an Improvement Plan at the conclusion of the 2012-2013 evaluation cycle (Traditional Evaluation or TERC Alternative Evaluation) will be placed on an Improvement Plan during the 2013-2014 evaluation cycle.

25) **General Provisions**

a) Only Educators who are licensed may serve as primary evaluators of Educators.

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b) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.

c) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.

d) Should there be a serious disagreement between the Educator and the Evaluator regarding an overall summative performance rating of unsatisfactory, the Educator may meet with the Evaluator's supervisor to discuss the disagreement. Should the Educator request such a meeting, the Evaluator's supervisor must meet with the Educator. The Evaluator may attend any such meeting at the discretion of the superintendent. The Superintendent may determine that an additional announced observation is warranted. Such observation shall be done by another district evaluator.

e) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties.

f) Violations of this article are subject to the grievance and arbitration procedures. The arbitrator shall determine whether there was substantial compliance with the totality of the evaluation process. When the evaluation process results in the termination or non-renewal of an Educator, then no financial remedy or reinstatement shall issue if there was substantial compliance. Nothing in this article diminishes an employee's rights under M.G.L., Chapter 71 and Article 26-06 of the Agreement.