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Agreement Between

The Andover School Committee

And

The Andover Administrator's Association

July 1, 2023 through June 30, 2024
July 1, 2024 through June 30, 2027

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ARTICLE 1

AGREEMENT

1-01. This agreement is made between the School Committee of the Town of Andover, hereinafter referred to as the "Committee" and the Andover Administrator's Association MTA/NEA, hereinafter referred to as the "Association". The future of the students to which the educational system must be dedicated compels the assumption that the Committee has the ultimate responsibility for the establishment of the educational policies; that the Superintendent of Schools has the responsibility for the implementation of the policies so established; and that the administrator has the responsibility to pursue the directives generated by the Superintendent to reach the objectives implicit in the established educational policy.

1-02. The Committee recognizes the Association as the exclusive bargaining representative of the following administrative personnel, hereinafter referred to as the "Administrators": Assistant Principal, Program Coordinator, Program Advisor, Special Education Program Head, and District Coordinator and such others as may be regularly assigned to administrative functions for more than fifty percent of the work week. Such others as may be assigned to administrative functions on a temporary basis and during the summer recess shall be deemed temporary in nature and not covered by this agreement.

ARTICLE 2

TERMS OF AGREEMENT

This agreement becomes effective July 1, 2023 and shall be in effect until midnight of June 30, 2024. If an agreement is not consummated on or before July 1, 2024, for the ensuing period, then negotiations shall proceed under the coverage of the terms and conditions prevailing prior to the termination of the Agreement until such time as an agreement is reached.

This agreement becomes effective July 1, 2024 and shall be in effect until midnight of June 30, 2027. If an agreement is not consummated on or before July 1, 2027, for the ensuing period, then negotiations shall proceed under the coverage of the terms and conditions prevailing prior to the termination of the Agreement until such time as an agreement is reached.

ARTICLE 3

RENEWAL OF AGREEMENT

Negotiations for an extension or modification of the Agreement shall commence on or before April 1, 2024 on a date mutually agreed upon. It shall be deemed that by the affirmation of this Agreement, each party has served notice upon the other of its intent to amend the Bargaining Agreement upon its termination unless advised to the contrary.

Negotiations for an extension or modification of the Agreement shall commence on or before April 1, 2027 on a date mutually agreed upon. It shall be deemed that by the affirmation of this Agreement, each party has served notice upon the other of its intent to amend the Bargaining Agreement upon its termination unless advised to the contrary.

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ARTICLE 4

ASSOCIATION SECURITY

4-01. The Committee may conclude no agreement with an alien bargaining unit which will affect the basic premises and concepts of this Agreement.

4-02. Upon compliance by the Association with the necessary statutory requirements, the Committee will require, as a condition of employment, continuous good standing as an Association member or continuous good standing as an Agency Associate beginning with the thirtieth day following the date of employment or the effective date of the Bargaining Agreement, whichever is the later.

ARTICLE 5

POLICIES AND PRACTICES

5-01. Changes in working conditions of administrators not contemplated by this Agreement and not consistent with past policies and practices which arise from negotiations between the Committee and other Andover School System employee bargaining units or changes in the school system organizational structure will be negotiable with regard to reassigning priorities of duties, responsibilities and wages.

5-02. If the negotiation does not achieve agreement, the grievance procedure may be initiated.

5-03. The implementation assigned by the Superintendent shall be carried out until changed by the grievance procedure or resolution.

5-04. Under no circumstances will the implementation of the Article impede the policymaking authority and responsibility of the School Committee.

5-05. In the absence of any evidence of negligence, administrators will not be held responsible for the loss of items of school property. This paragraph shall be construed to include monies collected or transmitted by administrators.

ARTICLE 6

GRIEVANCE PROCEDURE

6-01. A grievance is hereby defined to mean a complaint by an administrator or group of administrators based upon an alleged violation of this agreement or a dispute involving the meaning, interpretation or application thereof.

6-02. Failure at any level of this procedure to communicate the decision within the specified time limits to the grievant and the Association shall permit the aggrieved to proceed to the next level. Failure to appeal the grievance within the specified time limit shall be deemed to be an acceptance of the decision rendered at that level.

6-03. A grievance that affects a group or class of administrators may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

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6-04. If an administrator presents a grievance without representation by the Association, the disposition, if any, of the grievance shall be consistent with the provisions of the Agreement. The Association shall be permitted to be heard at each level of the procedure under which the grievance shall be considered unless it is of a personal nature. Administrators will be allowed to have representation by another member of the Association during any level of a grievance hearing.

Level One:

6-05. The grievant will initially discuss the problem with the immediate supervisor with the object of resolving the differences informally. A representative of the Association may be present. Failing resolution, a written grievance may be presented to the Superintendent of Schools within twenty (20) days following the occurrence of any grievance, or the date of the first knowledge of its occurrence by any administrator affected by it.

Level Two:

6-06. The Superintendent, within ten (10) school days after receipt of the written grievance, shall meet with the aggrieved and the Association in an effort to resolve the matter. The Superintendent shall notify the aggrieved and the Association in writing of the disposition of the matter, within ten (10) school days of this meeting. If the grievance is still unresolved, the aggrieved, within ten (10) school days of the receipt of the Superintendent's answer or on the expiration of the ten (10) school days if there is no answer, may present the grievance, which shall be in writing to the Committee.

Level Three:

6-07. The Committee at the next regular School Committee meeting, after receipt of the written grievance, shall meet with the aggrieved and the Association in an effort to resolve the matter. The Committee shall thereafter notify the aggrieved and the Association in writing within ten (10) days as to the result of their deliberations.

Level Four:

6-08. If the grievance still remains unresolved between the Committee and the Association, then either party may submit the matter to arbitration within ten (10) school days of the Committee's response or failure to submit a timely response.

6-09. The arbitrator shall be selected by an agreement between parties. If the parties are unable to agree upon an arbitrator, the selection shall be made by the American Arbitration Association in accordance with its Rules and Regulations.

6-10. The arbitrator shall be without power or authority to make any decision either prohibited by law, or to add to, alter or modify this Agreement.

6-11. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The decision shall be final and binding on the parties.

6-12. Grievances pending or grievances which may arise during the summer vacation period shall be held in abeyance until the opening of school in September.

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6-13. The costs for the services of the arbitrator shall be borne equally by the Committee and the Association.

ARTICLE 7

PERSONNEL FILE

7-01. All materials that could affect the professional image or career of an administrator, must be placed in one personnel file identified with the name of administrator. Personnel files shall be retained within the office of the Central Administration.

7-02. No material derogatory to an administrator may be placed in the file until such material has been made available to the administrator. If the administrator chooses to respond, then such response will be attached to the relevant material within the file.

7-03. The personnel file shall be made immediately available upon the request of the named administrator.

ARTICLE 8

VACANCIES

8-01. Permanent vacancies within the school system in the area covered by this Agreement shall be posted for a minimum of fifteen (15) days prior to the vacancy being filled except for the months of July and August when such postings shall last a minimum of thirty (30) days. Notice of such vacancies shall be sent to the President of the Administrators Unit at the time of posting.

8-02. The qualifications necessary to adequately fulfill the demands of such position shall be contained on the posted notice in addition to classification, title and salary.

ARTICLE 9

TRANSFERS

9-01. When transfers are necessary, professional background and other qualifications will be considered in determining which administrator is to be transferred.

9-02. Administrators being transferred will be transferred where possible to a comparable position.

9-03. A transfer will be made after a meeting between the administrator involved and the Superintendent at which time the administrator will be notified of the reason for the transfer.

9-04. In order to assure the smooth operation of the schools and educational continuity, the Superintendent will attempt to notify administrators by April 1 and certainly no later than August 1 of a transfer.

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ARTICLE 10

PRINCIPAL SUBSTITUTE

Failing other avenues of supervision and obtaining the prior approval of the Superintendent, the Principal may designate an administrator as principal surrogate to serve during the absence of the Principal. In the event of a long-term absence of the Principal, the Superintendent will ensure appropriate coverage is provided in order to maintain efficiency of the school's day-to-day operations.

ARTICLE 11

MEETINGS

11-01. Adequate space may be utilized within a school facility for meetings of the Administrators Unit, but shall be at reasonable times and not conflict with the orderly process of operating a school system.

11-02. Any expense incurred by the School Department as a result of such a meeting, outside regular operating expenses, shall be borne by the Association.

ARTICLE 12

PROFESSIONAL DEVELOPMENT

12-01. Professional Development

A. Effective July 1, 2017 the Committee will establish a Professional Development Fund which shall not exceed $20,000. The purpose of the Professional Development Fund is to provide funds for professional activities for employees in positions represented by this bargaining unit for (a) tuition reimbursement, and (b) attendance at conferences and visits to model programs. Professional Development Funds unspent in one year will not be carried over to the next fiscal year.

12.02. Reimbursement Fund

A. Effective July 1, 2023, the following rules apply to the Tuition Reimbursement Fund:

(1) An employee applying for tuition reimbursement must have been employed by the Andover Public Schools in a Unit B 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.

(2) There is a limit of two thousand dollars ($2,000) of reimbursement for graduate credits per fiscal year per employee.

(3) The Superintendent shall establish April 1 of the previous fiscal year as the deadline for applications for reimbursement. Reimbursement of approved courses may start on July 1 of the new fiscal year.

(4) An employee seeking graduate credit tuition reimbursement must submit a written application for tuition reimbursement to the Superintendent of her/his designee.

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(5) An employee must obtain 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.

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

(7) 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.

12.03. Professional Development Fund

A. Effective July 1, 2017, the A.A.A. Professional Development Fund shall be administered by a committee consisting of the President and Vice President of the A.A.A., one additional unit administrator and the Superintendent of Schools and/or designee. Said Committee will meet on or before September 15th to review all tuition reimbursement requests submitted by the previous April 1st and ongoing professional development requests for the current academic year. The committee will inform the membership of available funds. Requests for professional development reimbursement will be ongoing in the current academic year and will be submitted by March 1st when the committee will reconvene no later than March 15th to review additional requests for the current academic year and approve any further additional and equitable disbursement up to the limit of the fund. The purpose of this review committee is to encourage ongoing professional development and ensure complete and equitable disbursement.

B. Requests submitted after September 30th will be reviewed subject to available funding.

12.04. Doctoral Stipend

A. Beginning in 2015-2016, the employees in positions represented by this bargaining unit who earn a doctoral degree shall be paid annually a stipend of one thousand dollars ($1,000) on or about the last day of the fiscal year.

12.05. In-Service Courses

A. In-service credits for conducting or participating in in-service courses, study groups, workshops and research projects shall be credited to administrators furnishing proof of participation.

B. Administrators who offer in-service courses approved by the Staff Development Commission shall be compensated at the same rate as a teacher teaching said course.

ARTICLE 13

PROFESSIONAL LEAVE

The Superintendent may grant members leave of absence for the purpose of attending educational conventions, professional meetings, training institutes and other activities that have a demonstratable relationship to the improvement of professional skills, subject to budget limitations. Such approved leave of absence shall be at the expense of the School Department subject to the submission of detailed expense vouchers to the Superintendent.

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ARTICLE 14

PERSONAL LEAVE

14-01. Each member of the professional staff may have three (3) days per year, non-cumulative, and exclusive of leave for death in the family, for the purpose of transacting or attending to legal business, household or family matters which require the absence of the member during school hours and which cannot otherwise be scheduled

14-02. Written notice of intention to take this leave shall be filed with the person's immediate supervisor or principal, and forwarded to the Superintendent at least one (1) week in advance with the reason for taking such leave. Exceptions to the application of this provision may be made where the one (1) week advance notice would be either a hardship or impossibility.

ARTICLE 15

VACATION LEAVE

15-01 Each administrator contractually scheduled on a twelve (12) month basis shall be entitled to a compensable vacation of twenty days unless a different work year is specifically provided in ARTICLE 30.

ARTICLE 16

HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth Independence Day	Christmas Day
Independence Day	

ARTICLE 17

SICK LEAVE

17-01. An administrator shall be entitled to twenty (20) sick leave days for disability through illness or injury; unused sick leave can be accumulated to a maximum of two hundred sixty days (260) days to be withdrawn when necessary after the annual sick leave has been exhausted.

17-02. One year's equivalent of accrued sick leave may be used for professional personnel if his or her absence is required in order to attend to an ill spouse, child, or parent, and/or up to 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.

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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.

17-03. Members of the Administrator's Unit entering the Andover System shall receive five (5) sick days for each year of experience allowed. Said sick leave days shall be evenly distributed over the first three (3) years in the system.

17-04. A medical certificate, signed by a duly licensed physician, may be required for all absence exceeding five (5) consecutive days.

17-05. Pursuant to a mutual agreement between the Administrators' Association and the Andover Education Association, the administrators may participate in the sick leave bank delineated in the current Andover Education Association/Andover School Committee Agreement.

17-06. Each administrator shall receive notice of personal accrued unused disability leave during the month of August.

17-07. SICK BANK

A. The Committee agrees to establish an Administrative Sick Bank. Members who exhausted their personal allotment of sick days would eligible to utilize days in the Sick Bank.

B. The Sick Bank will be funded as follows: the unused sick days beyond the 260 days that members are allowed to accrue will be donated as a start to the sick bank. Starting with July of 1998, each member of the unit not at 260 days will donate three days to the bank. All sick days beyond the 260 limit will be donated to the sick bank each year.

C. The Vice-President of the AAA, the Director of Human Resources, one other AAA member, and the Superintendent (or designee) will comprise a sick bank committee to handle the management of the sick bank.

ARTICLE 18

DEATH IN FAMILY LEAVE

18-01. In the event of a death in the immediate family of an administrator, he or she will be granted leave with pay on the day of the funeral if it is a workday, up to two (2) additional workdays falling between the day of death and the day of the funeral, 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 an administrator is defined as spouse, children (including pregnancy loss), parent, sibling, or any member of the administrator's household (immediate family shall include "step" relationships listed herein).

18-02. In the event of the death of parent-in-law, grandparents, aunts, uncles, nieces, or nephews the administrator will be granted leave with pay on the day of the funeral if it is a workday, up to 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

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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).

18-03. 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 19

PARENTAL AND CHILD REARING LEAVE

19-01. Parental Leave (Effective for leaves commencing after ratification): 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 (2) 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.

The employee shall give at least two weeks' notice to the Superintendent 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.

A. Parental Leave Compensation:

(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.

B. An employee intending to take a leave of absence under Article 19.01 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. Administrators are urged to give earlier notification thus providing the employer with additional time to secure a replacement and ensure continuity of instruction.

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

D. Parental leave taken pursuant to Article 19.01 must be consecutive work days during the twelve (12) week parental leave period and must start within one (1) year of the date of birth/adoption of the child.

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E. The administrator, upon completion of parental leave, shall be restored to the position the administrator held when the administrator's leave commenced or a substantially equivalent position.

F. The twelve (12) week parental leave of absence shall be completed within one (1) year of either the birth or placement of a child.

19-02. Child Rearing Leave: Timely with the birth or adoption of a child or upon completion of a childbearing leave, an administrator shall be entitled to a child rearing leave of up to two (2) years, provided the administrator gives written notice at least eight (8) weeks in advance of the leave. Only one (1) parent shall be eligible for such leave from the Andover School System for the birth or adoption of a child. An administrator on child rearing leave shall return to work at the beginning of a school year. A request to return to duty on a date other than the beginning of a school year shall be honored at the sole discretion of the Superintendent of Schools. The anticipated return date shall be included in the application for such leave.

A. Leave taken pursuant to this article must be consecutive and unpaid and the return to full time employment shall constitute a termination of child rearing leave.

B. In determining the placement on the salary schedule of an administrator who returns from a child rearing leave, credit for a full year of work will be given on the schedule for the school year during which the leave began provided the administrator completed more than one-half the work year during said school year; otherwise, the administrator shall return to the position on the salary schedule which she or he held prior to the commencement of such leave.

C. The administrator will be restored as soon as practicable to the position she or he held when the leave began or to a substantially equivalent position. Provided, however, nothing contained herein shall prevent the Committee from laying off an administrator on child rearing leave pursuant to Articles 27-02 through 27-05 of this Agreement.

ARTICLE 20

SABBATICAL LEAVE

20-01. Sabbatical leave for approved full-time study, or for other approved educational activities may be allowed to a limited number of administrators 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.

20-02. A preliminary request and plan for the use of such leave shall be presented to the School Committee by the preceding November 1st, a final request by the following April 30th.

20-03. A written report concerning the manner in which the leave was used may be required by the Committee upon completion of the sabbatical leave.

20-04. Any personnel granted a sabbatical leave shall contract with the Committee that upon termination of such leave, they will return to service in the Andover School System for a period equal to twice the length of the leave.

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20-05. Upon return from such leave, said person shall be placed on the salary schedule at the level which they would have achieved had they remained actively employed in the system during the period of their absence.

20-06. Upon return from such leave, said person shall be returned to the same position which they held at the time said leave commenced, if available, or if not, to an equivalent position.

20-07. 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.

20-08. Leaves granted under this article shall not in any way impair the efficiency of the school system.

ARTICLE 21

MILITARY LEAVE

The Committee will comply with all State and Federal Laws with respect to Military Leave.

ARTICLE 22

HEALTH INSURANCE

22-01. 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%**

22-02. Bargaining unit members shall be eligible to participate in the contributory benefit plan.

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ARTICLE 23

OCCUPATIONAL INJURY

An administrator drawing upon Workmen's Compensation for an employment related injury may draw upon accumulated sick leave to make up the difference between the insurance received and average weekly earnings.

ARTICLE 24

LEGAL ASSISTANCE

24-01. Administrators will report immediately all cases of physical or psychological assault suffered by them in connection with their employment to the Superintendent of Schools in writing.

24-02. Such reports will be forwarded to the Committee which will comply with any reasonable request from the administrator for information in its possession relating to the incident or the persons involved, and will act in an appropriate way as liaison among the administrators, the police and the courts.

24-03. If criminal or civil proceedings are brought against an administrator alleging an assault in connection with employment, the Committee will request the assistance of Town Counsel to defend the administrator in such proceedings, if such assistance is requested.

24-04. An administrator may react by invoking the proper court procedures to a physical assault or to slanderous, libelous or other character besmirching attempts arising from the performance of duties within the school system.

24-05. The Committee will provide indemnification for administrators in conformity with Chapter 258 of Sections 1-13 of the General Laws.

ARTICLE 25

RESIGNATIONS

25-01. An administrator unable to complete the contractual year shall so advise the Superintendent in writing.

25-02. No resignation is to become effective until sixty (60) days after its receipt by the Superintendent of Schools unless submitted between June 1 and August 1 in which case thirty (30) days.

25-03. For any resignation submitted in violation of this article, the Committee may request the Association to take appropriate action against such member in accordance with their constitution.

ARTICLE 26

LONGEVITY PAY

26-01. Members who have completed fifteen (15) years of service in the Andover Public School System shall be eligible for longevity payments as follows:

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After 15 Years	1% of Salary
After 20 Years	2% of Salary
After 25 Years	3% of Salary

26-02. The longevity payment will be divided into twenty six (26) equal payments and included in the member's biweekly paycheck.

ARTICLE 27

REDUCTION IN STAFF

27-01. Should the Committee decide to lay off an administrator with professional status, the layoffs shall occur within the categories: secondary assistant principals, elementary assistant principals, program coordinators, program advisors by specialty area and district coordinators.

27-02. Reductions in force and layoffs shall be by categories. In making a decision regarding the layoff or reduction in force of an administrator with professional status, administrators whose most recent formative or summative evaluation rating was unsatisfactory shall be reduced or laid off first, followed by administrators whose most recent formative or summative evaluation rating was needs improvement. No distinction shall be made between administrators whose overall performance rating is exemplary and administrators whose overall performance rating is proficient. If additional layoffs are necessary within a category, the Superintendent will consider the best interests of students in the school or district and the administrator's 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 administrators whose qualifications are no different.

27-03. The Association shall be provided an updated seniority list no later than November 1st of each year. Any administrator wishing to challenge the accuracy of his/her position on the seniority list or placement within a category shall have thirty (30) calendar days to file a written appeal to the Association and the Superintendent. If a dispute still remains after the Superintendent and the Association have met to resolve the issue, the matter shall be submitted to arbitration.

27-04. A member on layoff shall be treated as an administrator on unpaid leave of absence for the duration of the recall period.

27-05 A unit member who has serviced in his/her position in the Andover Public Schools for three (3) consecutive years shall receive written notice of layoff no later than the May 15th preceding the layoff. Should a layoff occur during the work year, the member will be notified at least sixty (60) school days in advance of the layoff.

27-06. During the recall period stated above, a unit member will be eligible to remain in the group hospital 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.

27-07. Unit members on layoff shall be recalled in the reverse order of layoff to fill vacancies within the category from which they were laid off. A member who declines the recalled vacancy shall be moved to the bottom of the recall list. A certified letter sent to the last address on file at the Superintendent's

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Office shall constitute recall notice. Failure to reply in writing within thirty (30) days shall result in placement at the bottom of the recall list.

ARTICLE 28

DEFINITIONS

28-01. Service - Length of continuous professional employment as an administrator within the classification held or the bargaining unit, whichever is relevant and specified, commencing with the first day from which compensation is afforded.

28-02. Seniority- Length of continuous professional employment within the school system regardless of classification held or bargaining unit, in which employment is maintained, commencing with the first day in the school system from which compensation is afforded.

28-03. Time spent on unpaid leave shall not count towards seniority or service credit but shall not constitute a break in continuous service.

28-04. An administrator moving from the bargaining unit to a management position within central administration or a principalship within the system may return to the administrative bargaining unit only within the first two years. If they decide to keep the new position they lose all rights to the prior job.

ARTICLE 29

EVALUATIONS

29-01. An evaluation process involving Action Plans shall be conducted annually for all administrators. The Superintendent and Assistant Superintendent shall evaluate Principals, Coordinators, and Directors. Building Principals shall be responsible for evaluating Assistant Principals and Program Advisors working under their direction. The Director of Student Services in conjunction with the building Principal shall evaluate Special Education Coordinators.

29-02. Administrators shall receive prompt oral and written notification if it is determined that their performance is unsatisfactory. They shall be given detailed explanation of the basis of such determinations and advised specifically of the areas requiring improvement.

29-03. If the unsatisfactory performance referred to in the above section has not been corrected within a reasonable period of time, the administrator shall be given a written notice with an explanation for such action.

29-04. Administrators shall be given a copy of any written evaluation report. No material derogatory to an administrator's conduct, service character or personality shall be placed in the administrator's personnel file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge having read the material by signing and dating the file copy. The signature shall only indicate that the material has been read and not indicate that there is agreement. The administrator shall also have the right to submit a written answer to such material and said answer shall be attached to the file copy.

29-05. School officials keeping records concerning any administrator or the administrator's work shall, at the request of the administrator, permit said administrator to inspect the contents of the administrator's

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personnel folder, files, cards and records, and to make copies of such contents and records. Excluded from such review would be documents of a confidential nature received prior to employment.

29-06. Administrators shall be involved in the construction of the evaluation model.

29-07. Evaluations of Others: Administration will work with the Andover Administrator's Unit B members to ensure that evaluation responsibilities are distributed in a reasonable range across AAA Unit B members based on caseload.

ARTICLE 30

COMPENSATION

30-01: Administrative Salary Table

Effective July 1, 2023

Position	Work Days	Holidays	FY24
Assistant Principals			
High School	220	13	$138,311
Middle School	220	13	$132,396
Elementary School	220	13	$132,396
High School Coordinators			
9-12 High School Guidance and Student Systems	220	13	$138,311
9-12 High School Special Education	220	13	$132,396
9th Grade	220	13	$132,396
Program Coordinators - PK-12			
PK-12 Fine Arts	220	13	$138,311
PK-12 Nursing	204	13	$128,664
PK-12 Social Workers	204	13	$128,664
PK-12 Health and Physical Education	204	13	$128,664
PK-12 Science/Engineering	204	13	$128,664
PK-12 EL/ML	204	13	$128,664
PK-12 Social Studies	204	13	$128,664
Program Coordinators - PK-5; 6-12			
PK-5 Literacy	204	13	$122,768
6-12 English	204	13	$122,768
PK-5 Mathematics	204	13	$122,768
6-12 Mathematics *	204	13	$122,768
6-12 World Language	204	13	$122,768
Program Coordinators – Special Education			

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K-5 Elementary Special Education	204	13	$122,768
Early Childhood	204	13	$122,768
PK-8 Special Education Intensive	204	13	$122,768
Middle School Special Education	204	13	$122,768

** In FY23, the PK-12 Mathematics position was split, and the incumbent was grandfathered in at their prior annual salary.*

Effective July 1, 2024

Position	Work Days	Holidays	FY25	FY26	FY27
Assistant Principals					
High School	220	13	$143,868	$149,648	$155,660
Middle School	220	13	$137,715	$143,248	$149,003
Elementary School	220	13	$137,715	$143,248	$149,003
High School Coordinators					
9-12 High School Special Education	220	13	$137,715	$143,248	$149,003
9th Grade	220	13	$137,715	$143,248	$149,003
Program Coordinators - PK-12					
PK-12 Fine Arts	220	13	$143,868	$149,648	$155,660
PK-12 Nursing	204	13	$133,833	$139,210	$144,803
PK-12 Social Work and Student Supports	204	13	$133,833	$139,210	$144,803
PK-12 Health and Physical Education	204	13	$133,833	$139,210	$144,803
PK-12 Science/Engineering	204	13	$133,833	$139,210	$144,803
PK-12 EL/ML	204	13	$133,833	$139,210	$144,803
PK-12 Social Studies	204	13	$133,833	$139,210	$144,803
Program Coordinators - PK-5; 6-12					
6-12 Guidance and Student Supports	220	13	$143,868	$149,648	$155,660
PK-5 Literacy	204	13	$127,700	$132,830	$138,167
6-12 English	204	13	$127,700	$132,830	$138,167
PK-5 Mathematics	204	13	$127,700	$132,830	$138,167
6-12 Mathematics	204	13	$127,700	$132,830	$138,167
6-12 World Language	204	13	$127,700	$132,830	$138,167
Program Coordinators – Special Education					
K-5 Elementary Special Education	204	13	$127,700	$132,830	$138,167
K-8 Special Education	204	13	$127,700	$132,830	$138,167

Employees shall be paid through direct deposit and the Committee may provide employees with electronic advices in lieu of paper pay stubs.

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30-02. *Compensation Philosophy and Work Days: It is recognized by both parties that it is the intention of the Administration to compensate positions based on the breadth and scope of responsibilities inherent in the position. It is also understood that administrators are exempt supervisory positions and that responsibilities are apt to increase as new services and programs are developed and come on line to serve the needs of students. When there is a significant increase in responsibilities, such as expanding from 9-12 to 6-12 or preK-12, there will be an adjustment to reflect additional responsibilities.

30-03. Effective July 1, 2008 the Employer will establish a flexible spending account through which members may contribute up to IRS limit for medical expenses and up to the maximum permitted by IRS regulations for dependent care. The Employer will assume the costs of the administration set up of this plan.

30-04. No current administrator will suffer a salary reduction due to a transfer or decrease in student enrollment in his/her building. However, the administrator's salary will be red-circled or frozen until it is in line with his/her level of responsibility.

30-05. An administrator may receive his/her daily rate or compensatory time for days worked in excess of the contractual work period if granted prior approval by the superintendent. The daily rate shall be computed by dividing the stipulated annual salary by the number of days within the designated work period. Such compensatory time shall not exceed 7 days.

30-06. The annual compensation will be extended through twenty six (26) equal biweekly payments.

30-07. An administrator contractually scheduled for a ten (10) month year may submit a written request to the office of the Superintendent prior to May 15 of a given year for a combined single payment reflecting the total salary payments due during the summer recess. Such request shall be honored no later than the last scheduled work day.

30-08. Reimbursement at the rate per mile shall be made to administrators for travel necessary to the performance of assigned duties, meetings within the system, educational conferences, seminars and workshops. If school employees receive an increase in travel reimbursement, then said increase will be granted to the members of the AAA members.

30-09. All administrators will be paid through direct deposit.

30-10. Grant Management Stipends: When a Unit B member is managing a grant that does not include a stipend, the Superintendent or their designee will review the grant, taking into consideration current comparable grants (i.e., size, management time, dollar amount, data collection, reporting requirements, etc.) and their respective stipend amounts (if any), to determine an appropriate stipend, if any, for managing the grant. The Superintendent/designee will endeavor to determine an appropriate stipend, if any, prior to assignment of the grant management work. Any stipend amount is subject to funding availability. The Superintendent's/designee's decision on whether to grant a stipend, and the amount of any such stipend, is final and not subject to grievance or arbitration.

30-11. Class Coverage: When an Andover Administrator's Association Unit B member is directed by the Principal to perform a long term substitution for an Andover Education Association Unit A position, when efforts to hire a permanent substitute have not been successful, and the substitution by the AAA Unit B member lasts longer than ten (10) cumulative school days of class coverage for the same teacher and issue, starting with the 11th cumulative school day, the AAA Unit B member will be compensated at a rate

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of $156 per school day at the elementary level or $50 per class covered, per school day at the middle school or high school level. Payment is to be made starting with the eleventh (11th) cumulative school day of coverage. For those assignments lasting more than twenty (20) cumulative school days, payment will be made beginning with the 6th day.

30-12. 403b Benefit: The Employer agrees to make employee authorized deductions into a 403b commencing in the 2023-2024 fiscal year. The Committee will forward deductions to a 403b plan administrator designated by the employee. Employee contributions shall be equal amounts using payroll deduction. The Committee will match five hundred dollars ($500.00) annually.

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

ARTICLE 31

RETIREMENT INCENTIVE

Each employee shall notify in writing the Superintendent no later than November 30th of her/his 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 no later than November 30th of her/his 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.

ARTICLE 32

SAVING CLAUSE

32-01. If any provisions 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.

32-02. If 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.

ARTICLE 33

DEPENDENT CHILDREN

33-01. Upon the approval of the Superintendent, members of the bargaining unit who are not residents of Andover, will have the option of having his or her child(ren) attend the Andover Public Schools without charge for tuition. Members 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. 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. 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. A waiver of tuition is an employee privilege; thus, a child may

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not continue to attend the Andover Public Schools if the administrator 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. Members should be aware of potential tax consequences of accepting this benefit.

ARTICLE 34

UNION MEMBERSHIP

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 Administrator's Union. The Employer shall forward completed forms to the Union as soon as reasonably possible.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 27th day of September 2024.

ANDOVER SCHOOL COMMITTEE:

Signed by:
Lauren Conoscenti
81D170DE1F7C481...

By: Lauren Conoscenti, Chair

ANDOVER ADMINISTRATOR'S ASSOCIATION:

Signed by:
342ABA15758A463...

By: Sean Walsh, President