

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ANDOVER SCHOOL COMMITTEE  
AND  
THE ANDOVER EDUCATION ASSOCIATION – UNIT A  
June 14, 2017

The Andover School Committee (“Committee”) and the Andover Education Association Unit A (“Association”) agree to extend their 2014-2017 collective bargaining agreement through August 31, 2020 with the following amendments:

1. **Appendix A: Teachers’ Salary Schedule**  
Increase the 2016-2017 Teachers’ Salary Schedule (p. 56) in accordance with the following:

<u>Effective Date</u>	<u>Steps</u>	<u>Increase</u>
September 1, 2017	Steps 1–14	1.50%
September 1, 2018	Steps 1–14	2.00%
September 1, 2019	Steps 1-14	2.85%

(Note: Effective September 1, 2019, student instructional time is being increased 15 minutes per day.)

2. **Appendix C: Summer Work/Curriculum Work**  
Effective September 1, 2017, increase the hourly rate from \$30/hour to \$35/hour for Summer Work/ Curriculum Work.
3. **Appendix B Committee and Reopener**  
Effective September 1, 2017, the stipends in Appendix B shall be increased by 1.5%.  
Effective September 1, 2018, the stipends in Appendix B shall be increased by 2%.  
Effective September 1, 2019, the stipends in Appendix B shall be increased by 2.5%.  
The Parties agree to establish a joint labor management committee (“JLMC”) for study, review, and recommendation on adjustments to the stipends in Appendix B. Such JLMC shall consist of no more than 4 representatives from each party and shall meet on an as-needed basis during the 2017-2018 work year. If the JLMC shall make recommendations to the Parties for adjustments, the parties agree to reopen this Agreement during the 2017-2018 work year to negotiate over the stipends in

Appendix B and the recommendations of the JLMC with any adjustments to go into effect on or after September 1, 2018.

4. Article 5
  - A. Replace “until August 31, 2017 with “from September 1, 2017 through August 31, 2020” and replace “October 15, 2016” with “October 15, 2019”.
  - B. Amend the “CONTRACT” section on page 3 by updating the dates (housekeeping)

5. Article 17-01 Health Insurance (p. 25)  
Replace 17-01 with the following:

The Town 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%

6. Article 6
  - A. Article 6-01 (pp. 9-11)
    - (i) Amend Section a. by changing the second sentence as follows:  
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.
    - (ii) Amend Section a.3 as follows:  
The deadline to apply for tuition reimbursement is May 1 of the fiscal year prior to which the funding is to be appropriated.
    - (iii) Add a new section a.8 as follows:  
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.

7. Article 7

- A. Article 7-03a (p.13)  
Effective September 1, 2019, replace “fifteen (15) minutes” with “ten (10) minutes”
- B. Article 7-03b. (p. 13)  
Effective September 1, 2019, at the end of the sentence, add “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. Article 7-07 (p. 13)  
Effective September 1, 2019, replace “two-hundred-seventy (270) minutes of preparation time per week” with “two-hundred eighty (280) minutes of preparation time per week”.
- D. Article 7-03e (p. 13)  
Effective September 1, 2017, add the following to the end of 7-03e: “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.”
- E. Article 7-04 (p. 13) and Article 7-11 (p. 15)
  - (i) Article 7-04  
Beginning with the 2019-2020 school year, add 15 minutes to the student instructional day by adjusting the end times in the contract with the following:

Elementary Schools	8:45 A.M. – 3:15 P.M.
Middle Schools	7:45 A.M. – 2:20 P.M.
Senior High School	7:45 A.M. – 2:20 P.M.
  - (ii) Article 7-11  
Effective September 1, 2019:
    - (a) Replace “1300 minutes” with “1375 minutes”
    - (b) Replace “1435 minutes” with “1510 minutes”

- F. Article 7-07 (p. 14)  
Effective September 1, 2019, amend Article 7-07 by adding the following to the end of the paragraph:  
Effective September 1, 2019, two (2) preparation periods per month may be mutually scheduled by teachers and administrators. The time will be utilized to engage teachers in school related initiatives, curriculum development, or other professional activities.

G. Joint Labor Management Committee

The Parties agree to establish a joint labor management committee for the 2017-2018 work year to review guidelines on caseload and workload for special education teachers, speech and language pathologists, school psychologists, social workers, and guidance counselors in order to make recommendations to the parties; recommendations are subject to bargaining.

8. Appendix C  
Add the following to the bottom of Appendix C (p. 71)  
“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.”
9. Article 10-05 (p. 18)  
Amend Article 10-5 by adding the following to the end of 10-05: “Each employee shall notify the Superintendent of Schools no later than November 30<sup>th</sup> 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 30<sup>th</sup> 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. Article 14-04 (p. 22)  
Replace 14-04 a., b., and c. with the following:  
The Committee shall post the current handbook of policies and regulations on its website.
11. Article 15  
A. Article 15-04 (p. 23)  
Delete Article 15-04 in its entirety. Insert the following in 15-04: “This Section 15-04 is intentionally left blank.”

- B. Article 15-05 j (p. 23)  
Replace "School Committee" with "Superintendent" in the last sentence in Article 15-05 j.
12. Article 18-07 (p. 26)  
Replace "Level 3" with "Level 2".
13. Article 19  
A. Article 19-04 (p. 26)  
Replace "Level 3" with "Level 2".
- B. Article 19-02 (p. 26)  
Amend 19-02 by (i): replacing "Superintendent" with "Human Resources Director" in the first sentence and (ii) by inserting "by the Human Resources Director" after the words "may be made".
14. Article 21 ( p. 29)  
A. Replace "Childbearing" with "Parental" in the title of the Article.
- B. Article 21-01  
Amend Article 21-01 as follows:
- i. Replace the first paragraph (before subsection a.) in Article 21-01 with the following:
- 21-01 Parental Leave – Pursuant to Massachusetts General Laws Chapter 149, Section 105D, a full-time employee who has completed the initial probationary period of three (3) months shall be entitled to eight (8) weeks of parental leave for:
- (i) the purpose of giving birth or
- (ii) for the placement of 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;
- provided, however, that any two employees of the same employer shall only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child. 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 practicable if the delay is for reasons beyond the employee's control.

- ii. Amend subsection c. by adding the following new sentences to the end of subsection c.:

A Teacher who is eligible for parental leave but who has not given birth to the child, shall be eligible to use up to five (5) of his/her accrued sick leave days to cover his/her absences from work for parental leave immediately following the birth/adoption of the child. Such days must be consecutive work days and must start with the date of birth/adoption of the child.

- iii. Amend subsection d. by replacing “completion of childbearing leave” with “completion of parental leave”.

**C. Article 21-02**

Replace “completion of a childbearing leave” with “completion of parental leave” in the first paragraph (before subsection a.) of Article 21-02.

**D. Article 21-04**

Replace “childbearing” with “parental” in the last sentence.

15. **Article 26 (pp. 33)**

**Article 26-03 (p. 33)**

- (i) Amend subsection b. by replacing “May 15” with “June 15” and deleting the second sentence.
- (ii) Delete subsections a., c., and d.

16. **Article 27 Reduction in Force (pp. 34-37)**

**A. Replace Section 27-04 with the following:**

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 interest 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.

- B. Amend Section 27-09 by retaining the first sentence and replacing the remaining sentences with the following:

“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) days 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.”

17. Article 29 (p. 39)

A. Article 29-01

- (i) Replace “at a designated place in each school and a copy of said posting will be sent to the President of the Association at the same time” with “on the District’s website”
- (ii) Add the following to the end of the third sentence, “except that the ~~ten~~five-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.”

B. Article 29-02

- (i) Insert “email” before the word “notice” in the first sentence
- (ii) Replace the second sentence with the following: “The posting will not be filled until ~~seven~~(7) five (5) days after the email notice.”

C. Article 29-03

- (i) Replace “certified mail” with “email”.
- (ii) The position may be filled any time after such notice has been provided.

18. Article 30-01 (p. 40)

- A. Delete the last sentence in Article 30-01.
- B. Add to the first list in 30-01 the following additional position with a stipend of \$820: MS World Language Team Leader.

19. Article 32

Add the following new Section 32.05:

Teachers shall receive their pay through direct deposit, and the Committee may provide electronic pay advices in lieu of paper paystubs.

20. Article 37-03 (p. 46)  
Delete Section 37-03 and renumber Section 37-04 as 37-03.
21. Article 38-02  
Amend Article 38-02 as follows:
- (i) Delete “Effective the September 1, 2014” and delete “and shall be placed at the step on the Master’s track with a salary that is closest to but not less than the salary amount the nurse would receive in the Bachelor’s track” from the first sentence.
  - (ii) Delete the second sentence in its entirety.
  - (iii) Amend the third sentence by replacing “the Master’s track or the Master’s +30 track” with “the next track”.
  - (iv) Amend the second paragraph through the end of section 38-02 by inserting “or higher track” after the words “Master’s +30 track” (5 insertions).
22. Article 38-03 (pp. 49-50)  
Amend subsection (4) of Article 38-03.b by adding the following:  
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.
23. Appendix A – Teachers’ Salary Schedule: Adjust as follows:  
Appendix A – Explanation of Tracks: Additional Conditions (p. 58)  
Replace Subsection g with the following: “No employee may receive credit for more than 12 credits during the school year and a total of 18 credits per fiscal year to advance to a higher level track. (A fiscal year starts on July 1<sup>st</sup> and ends the following June 30<sup>th</sup>.)”
24. Appendix D – Educator Evaluation  
Joint Committee:  
The parties agree to establish a joint committee to review and make recommendations to update provisions in Appendix D to comply with current regulations on educator evaluation. Such committee shall meet during the 2017-2018 work year and shall consist of no more than five (5) representatives appointed by the superintendent and no more than five (5) representatives appointed by the AEA president. Such committee may make recommendations to the parties for amendments to Appendix D on or before September 1, 2018.



25. Housekeeping changes

- A. Article 3-02 (p. 6): Replace “faces” with “agrees” in the second paragraph. (correction of scrivener’s error).
- B. Article 7-08 (p. 14): Delete Article 7-08 and replace with “This Section 7-08 intentionally left blank.”
- C. Article 8-02 (p.17): Delete the first paragraph in Article 8-02
- D. Article 10-05 (p.18): Replace “School Committee” with “Superintendent”
- E. Article 18 (pp. 25-26)  
Article 18-06 (p. 25): Insert “reimbursement” after “one (1)” and before “every”.
- F. Article 20 (pp. 26-28)
  - i. Fix numbering errors; there are two sections labeled 20-04. The second one should be 20-06.
  - ii. Amend Article 20-05 by replacing “Committee” with “Superintendent”
- G. Article 23-02  
Delete “or any member of the teacher’s household” and replace the comma after “parent-in-law” with “or”.
- H. Article 25 (pp. 31-32)
  - i. Delete Sections 25-02 and 25-04.
  - ii. Replace “Committee” with “Superintendent” in 25-03.
- I. Article 26-06 (p. 34)  
Amend the first sentence by inserting “with Professional Teacher Status” after the word “teacher” and before the word “shall”.
- J. Article 27-11 and 27-13 (p. 37)  
Delete Articles 27-11 and 27-13 in their entirety. (Obsolete language)
- K. Article 32.01 (p. 41)  
Delete the last two sentences in Article 32.01 and add the following:  
“Employees shall be paid through direct deposit and the Committee may provide employees with electronic pay advices in lieu of paper pay stubs.”
- L. Article 33.01 (p. 42)  
Replace “the recommendation of the Superintendent and the approval of the School Committee” with “the approval of the Superintendent”.
- M. (This subsection M intentionally left blank.)
- N. Article 37 (p. 46)  
Delete the first and third sentences in Article 37-01.

O. Nurses: Appendix A (p. 48): Delete reference to placement of nurses on Appendix A salary schedule. (obsolete language)

P. BCBA's: Incorporate the parties' agreement into the integrated CBA.

Q. Appendix D: Educator Evaluation

Amend Section ((14)) Evaluation Cycle: Summative Evaluation as follows:

Amend paragraph A) (p. 98) as follows:

The evaluation cycle concludes with a summative evaluation report. For Educators on a ~~one (1)~~ or 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 15<sup>th</sup>. 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 15<sup>th</sup>.

Amend paragraph I) (p. 99) as follows:

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 May June 15<sup>th</sup>. 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 15<sup>th</sup>.

Amend paragraph M) as follows:

The Educator shall sign the final Summative Evaluation report by ~~May 20<sup>th</sup>~~ 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.

This Memorandum of Agreement is subject to ratification by the Association membership and approval by the School Committee.

Agreed to by the negotiating teams for the Parties on this 14<sup>th</sup> day of June 2017.

For the School Committee



For the AEA Unit A



McCreedy  
McCreedy

Kerry O'Connell

Erin O'Connell

Rene Oweke

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