

CONTRACTUAL AGREEMENT

BETWEEN

ANDOVER REGIONAL BOARD OF EDUCATION

AND

ANDOVER REGIONAL EDUCATION ASSOCIATION

2004-2007

PREAMBLE

This agreement entered into this 1st day of July 2004 by and between the Board of Education of the Andover Regional School District, the Township and Borough of Andover, New Jersey, hereinafter called the "Board" and the Andover Regional Education Association, hereinafter called "A.R.E.A."

This contract represents the **entire** agreement between the parties as noted in Article I, governing rates of pay, wages and terms and conditions of employment of the employee.

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the A.R.E.A. as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel under the contract with at least minimal certification in accordance with state law, but excluding chief school administrator, administrative assistant, principals, any other administrators, substitutes and other non-professional employees, secretaries, janitors and cafeteria workers. The A.R.E.A. may represent temporary teachers hired to replace regular staff members on approved leave for all working conditions except salary and fringe benefits.
- B. Unless otherwise indicated, the term “teacher” when used hereinafter in this agreement, shall refer to all professional employees represented by the A.R.E.A. in the negotiating unit as above defined.
- C. ***Elementary grades are Pre-K through 4th and middle grades are 5th through 8th.***

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an employee or the A.R.E.A. based upon the interpretation, application or violation of this Agreement.
2. An aggrieved person is the person or persons or the A.R.E.A. making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may arise, from time to time, affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

C. Procedure

1. Time Limits – Parties must initiate this procedure within 30 days of the alleged occurrence. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Extensions to September are available if requested by either party and if grievance is filed near to the end of the school year.
2. Level One – Principal or immediate supervisor – An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the A.R.E.A.'s designated representative with the objective of resolving the matter informally. Grievant will state the sections violated, date of occurrence and relief sought.
3. Level Two – Superintendent/CSA – If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the A.R.E.A. within five (5) school days after the decision at Level 1 or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the A.R.E.A. may refer it to the Superintendent/CSA of Schools, who shall hear said grievance.

The aggrieved person, the grievance committee and/or other representatives may attend.

4. Level Three – Board of Education – If the aggrieved is not satisfied with the disposition of the grievance at Level 2 or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent/CSA, the A.R.E.A. may, within five (5) days after a decision at Level 2 or fifteen (15) school days after the grievance was delivered to the Superintendent/CSA, whichever is sooner, file the grievance with the Board.

5. Level Four – Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he/she may, within five (5) school days after the decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the A.R.E.A. submit its grievance to arbitration. If the A.R.E.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. The parties agree to use the American Arbitration Association as the administering agency and shall be bound by the rules and procedures of the American Arbitration Association.

c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the A.R.E.A. and shall be advisory on both parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the A.R.E.A. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employees and A.R.E.A. – Any aggrieved person may be represented at all stages of the grievance procedure by representative(s) selected or approved by the A.R.E.A.

E. Miscellaneous

1. (A) Group Grievance – If, in the judgment of the A.R.E.A., a grievance affects a group or class of employees within one (1) school building the A.R.E.A. may submit such grievance in writing to that building principal. The A.R.E.A. may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Group grievances will identify the class or category of employee affected.
1. (B) Group Grievance – If, in the judgment of the A.R.E.A., a grievance affects a group or class of employees, the A.R.E.A. may submit such grievance in writing to the Superintendent/CSA directly and the processing of such grievance shall be commenced at Level 2. The A.R.E.A. may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Group grievances will identify the class or category of employees affected.
2. Written Decisions – Decisions rendered at Level 1 which are unsatisfactory to the aggrieved person and all decisions rendered at Levels 2 and 3 of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the A.R.E.A. Decisions rendered at Level 4 shall be in accordance with the procedures set forth in section C.5c of this Article.
3. Separate grievance File – All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms – Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent/CSA and the A.R.E.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings and Hearings – All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE III

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any teacher who joins the Peace Corp, VISTA, National Teacher's Corp, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship. The contract for the year in which the teacher returned to full-time service must be returned, signed or unsigned, no later than one (1) month after date of issuance.
- B. 1. Child bearing and/or other child rearing leave without pay shall be granted at the request of the teacher. Child rearing leave shall commence at either the conclusion of the period of disability associated with child bearing or upon assumption of custody of the child. Child rearing leave shall be requested at least ninety (90) days prior to the start of the child rearing leave. The request will be made by writing a letter of application to the Superintendent/CSA. In order to facilitate the employment and appropriate placement of teachers and to assure the continued educational process for benefit of students, child rearing leave shall continue until the opening of any fall term, but shall in no case be for more than a period of two (2) full school years (September-August). The Board is not required to grant leave to non-tenured teachers beyond the term of the individual's current employment contract. A teacher on child rearing leave shall notify the Superintendent/CSA of the teacher's intent to return to active employment or resign no later than April 1st of the school year preceding the fall term in which the child rearing would expire. A teacher on child rearing leave who for any reason wishes to return to substitute or full-time service prior to the expiration of the childcare leave may return provided there is an opening for which the teacher is certified.
2. Any teacher adopting a child may receive a leave of absence without pay under the conditions set forth in B1 above, which leave shall commence upon receiving de facto custody of said child or earlier, if necessary to fulfill the requirements of adoption, but in no case with less than thirty (30) days written notice to the Superintendent/CSA.
- C. The Board may grant a leave of absence, without pay, for up to one (1) year to any teacher for reason of spouse's transfer from the area and provided the Board deems the leave in the best interest of the school district.

- D. Other leaves of absence, without pay, may be granted by the Board if it deems it in the best interest of the school.
- E. All benefits to which a teacher was entitled to at the time of this leave of absence, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position within limitations of his/her certificate. He/she shall be placed on the salary guide at the same level he/she had attained on the date leave commenced.
- F. Leaves of absence defined in this Article and any extensions thereof shall be applied for in writing. If approved the leave and/or extensions shall be granted in writing.
- G. Any teacher who is on an unpaid leave of absence under Article III shall be eligible for group rate insurance benefits in accordance with the rules of the carrier. The teacher shall pay the premium cost prior to the premium due date.

ARTICLE IV

SICK LEAVE

- A. All teachers on a 10-month contractual basis shall be granted sick leave for 11 days in any school year. Any unused sick leave during a school year will become cumulative and can be used for additional sick leave above the allotted days in subsequent years. Teachers employed after October 1st will be granted one (1) day of sick leave per month of employment. All sick leave days will be granted on the first day of employment.
- B. Sick leave is hereby defined to mean the absence from his/her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.
- C. During a period of extended illness when a teacher has exhausted all sick leave, including cumulative leave and there are continued consecutive days of absence resulting from this illness, the Board may, if it deems it in the best interest of the school district and on case by case basis, whereby the teacher shall receive the difference between his/her pay rate and the cost of hiring a substitute. At the expiration of 30 days extended sick leave period, if the teacher is still unable to return to work, the Board shall review the case and decide whether to continue the extension policy or grant the teacher a leave of absence without pay.
- D. When a teacher with a minimum of 15 years in the school district formally retires as a member of the NJ Teachers Pension Annuity Fund, not to include vesting, she/he shall be eligible for reimbursement of all unused cumulative sick leave. Reimbursement shall be made at a rate of \$65.00 per day times the number of sick days accumulated provided at least thirty (30) days have been accrued. The total amount of reimbursement shall not exceed \$8,000.00. Such reimbursement shall be paid as follows: 1/3 total amount at time of retirement concurrent with last regular pay check, 1/3 one (1) year later and the final 1/3 paid two (2) years after the date of initial payment. In case of death the estate will be paid the remaining balance.
- E. When a teacher with a minimum of 15 years of service in the school district formally retires as a member of the NJ Teachers Pension Annuity Fund, she/he shall be eligible to continue any or all insurance coverage currently in existence at the time of retirement if she/he so desires and any future extended benefits offered, with the agreement of each carrier,

in either case. Premiums for said coverage shall be the responsibility of the teacher. The teacher may elect to use any financial benefits due her/him under Paragraph D for premium payment if she/he elects to do so. When these funds are exhausted the teacher shall be responsible for reimbursing the Board for said premiums on a schedule agreed to between the Board and the teacher.

ARTICLE V

SALARY AND INSURANCE

A.

1. All teachers shall be paid as per Schedule A – Salary Guide and Schedule B – Extra-Curricular Activities. **For year one of the contract, no increments will be granted and step 18 teachers will become step 17. Normal increment advances will occur in years two and three.**
2. Any teacher who is paid for ninety-two (92) or more days in any school year shall be given full credit of one (1) year of service toward the next increment step of the following year.
3. **As of this contract, it is recognized that experience generally exceeds step number by two years. Future recruitment/hiring shall consider this when determining starting position on guide.**

B.

1. **Teachers employed on a ten-month basis shall be paid 20 semi-monthly installments. Any requests for changes in the teachers credit or degree status, that will result in movement on the Salary Guide, shall be presented to the Superintendent/CSA's office, preferably by the end of June, but not later than 1 September. All such requests shall be submitted in writing. The Superintendent/CSA or his/her secretary shall acknowledge such request in writing.**
2. A day's salary for teachers in this district shall be defined as 1/200 of the annual contractual salary.
3. Each school year teachers may individually elect to have a dollar amount withheld from their monthly pay and forwarded by the Board Secretary to **a bank of the teacher's choice provided the bank offers direct deposit services** or Tri-Co for deposit in their personal savings account. Responsibility for opening the account and forwarding the forms directly rests with the teacher. Authorization for the Board Secretary to withhold money for the school year must be completed by the individual teacher on a form prescribed by the Board and said form must be submitted to the **Business Administrator/Board Secretary** by September 1, annually. Any transactions regarding withdrawals from the teacher's accounts shall be the responsibility of the teacher and the savings institution.
4. **Direct deposit of the teacher's pay into the teacher's account will be made available through the Board's designated financial institution.**

D. Tuition Reimbursement

1. Effective each September 1, the Board of Education will reimburse teachers for approved credits. The maximum credits allowable for each teacher shall be set at 12 per year. Reimbursement will be made for each credit commensurate with the cost of a graduate credit at Rutgers, the State University, providing a grade of A or B (or equivalent) is attained. Fees are to be included only if they are an integral part of the course, i.e. lab fees for a science course.
2. Total monies paid to all teachers shall not exceed \$30,000. A teacher can only receive approval for a maximum of six (6) credits in the fall, summer or spring semesters. Payment for courses will be made on a first come, first served basis. However, any monies remaining on August 31 will be distributed equitably among teachers whose course tuition was greater than the Rutgers fee up to the full amount of reimbursement. Teachers will be notified in writing when the allotted funds have been depleted.
3. Course may be submitted to the Superintendent/CSA for approval at the following times: **June 1 for the fall semester, November 1 for the spring semester and May 1 for the summer semester.** All courses must be approved by the Superintendent/CSA prior to registration. Payment will be granted at the next regular meeting of the Board after receipt of a grade sheet and the Board invoice signed by the teacher.
4. ***These funds may be used by the teacher for approved undergraduate or post-graduate credits only. Only post-graduate courses will be counted toward movement on the salary guide with the following exception: Post baccalaureate undergraduate credits may be counted when those credits lead to an additional teaching certificate. Upon successful completion of the certification program, the teacher must provide documentation to the Superintendent/CSA by August 31st and the teacher will then be approved for one (1) movement to the right on the salary guide. This will only apply for movement to BA+15 or BA+30 on the guide and will only be allowed once for any teacher.***
5. The Board will reimburse new teachers, required to be mentored, for the cost of such mentoring after successful completion of their mentoring program.

E. Longevity – A teacher must select either 1 or 2.

- 1. When a teacher has completed 10 years in a pay status within the district, the stipend schedule will be:**

YEARS IN PAY STATUS IN DISTRICT

<u>11-15</u>	<u>16-20</u>	<u>21-25</u>	<u>26-30</u>	<u>31+</u>
\$600	\$1300	\$1900	\$2550	\$3250

- 2. When a teacher with a minimum of five (5) years service in a pay status within the district has completed 15 years of service in public education, the stipend schedule will be:**

YEARS IN PAY STATUS IN DISTRICT FOLLOWING ELIBIGILITY

<u>1-5</u>	<u>6-10</u>	<u>11-15</u>	<u>16-20</u>	<u>21+</u>
\$600	\$1300	\$1900	\$2550	\$3250

- 3. Any teacher who reaches the eligibility threshold during a school year, will begin receiving longevity pay at the start of the next school year.**

F. Insurance

- In addition to the base salary, all teachers will be eligible for Board provided medical insurance coverage. Currently employed teachers will be entitled to full coverage for teachers and their family members or dependents. It will be the responsibility of the teacher to determine the type of coverage necessary for their protection and to notify the Board of any desired change in coverage from the previous year by March 15. Changes will be accepted after that date only if there is a change in the teacher's marital or family status. If allowable by the insurance carrier, newly hired teachers will be entitled to single coverage until attaining tenure, at which time they will be eligible to receive full family coverage. During the interim period, they will be able to purchase additional coverage if desired at the group rate. Once teachers have received family coverage, they will continue to be entitled to such.
- 2. The Board will provide a dental health program for all teachers and their family or dependents with a benefit level of \$1200 for the duration of this contract. Teachers opting to not receive this benefit will have \$400 per year added to their salary.**

- 3. The Board shall provide a prepaid prescription plan for all teachers and their families or dependents. Co-pay amounts will be at the level established by the State Health Benefits Plan.**
 4. The Board shall be responsible for all premium increases in insurance coverage as described above for the life of this contract.
 - 5. The Board may change insurance carriers provided the A.R.E.A. is given the opportunity to examine the proposed policy and the Board documents that the replacement is equal to or better than the existing level of benefits currently enjoyed by its employees.**
 6. Teachers who retire from the school district will be permitted to purchase the insurance benefits provided in Section F1 above to the extent allowed by the carrier. The teacher shall pay the premium cost prior to the premium due date.
 7. As of 2001-2002 the threshold eligibility for insurance coverage will be 0.8 of full-time employment, current employees grandfathered.
- G. The settlement is an increase of 4.45% of the base (consists of salary guide, longevity and Schedule B) for each of the three (3) years of this contract. The beginning base is \$3,726,914.**

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay:
1. Absence due to death in teacher's family or household will be allowed with pay for the required period not to exceed five (5) days. The term "immediate family" shall include teacher's spouse, child, parent, father-in-law, mother-in-law, brother, sister, **brother-in-law, sister-in-law**, grandchild and any other member of the immediate household.
 2. Absences due to the death of a grandparent, nephew, niece, aunt, uncle, cousin, daughter-in-law or other relative not living with the immediate family of a teacher will be allowed with pay for the day of the funeral. This may be extended by the Board one day upon request because of distance to allow adequate travel time by quickest conveyance. The name of the deceased and relationship to the teacher shall be listed on the "Request for Leave" form when completed.
 3. Absence due to serious illness of a member of the teacher's immediate family shall be allowed for a maximum of three (3) school days and shall be granted with pay. The term "immediate family" shall mean spouse, parent, child, or member of the immediate household.
 4. All teachers shall be entitled to three (3) days leave of absence with full pay for personal, legal business, household or family matters which require absence during school hours except those teachers who have completed ten (10) years of service in the district prior to July 1, 1987 shall be entitled to four (4) such days for the duration of their employment. Applications to the teacher's principal or other immediate supervisor for personal leave shall be made at least seven (7) **calendar** days before taking such leave (except in the case of emergencies) in writing on the form prescribed by the Board, and the applicant for such leave shall be required to state the reason for taking such leave.

At the end of each school year one (1) accumulated sick leave day will be added to each teacher's sick leave record for each two (2) unused personal leave days.

Reasons acceptable are:

- a. Funeral services for close friend or relative not covered by this policy;
- b. Registration for professional courses if it cannot be accomplished at any other time;
- c. Necessary legal proceedings'
- d. Attendance at college graduation for member of immediate family;
- e. Household and home emergencies;
- f. Necessary family business;
- g. Emergencies resulting from an accident;
- h. Others as approved by the Board.

A teacher may request an additional personal day to attend the funeral of a friend or relative if all personal days have been expended. The approval shall rest with the Superintendent/CSA. ***Any day so granted shall be deducted from the teacher's sick leave balance.***

5. When all current and cumulative sick leave, illness in the family and death in the family haven used, a teacher may utilize the remaining personal days for these reasons.
6. One day may be allowed for the purpose of visiting other schools. Arrangements should be made prior to the visitation day through the principal of the building to which the teacher is assigned.
7. Other leaves of absence with pay may be granted by the Board for good reason and in the best interest of the school district.
8. Specific reason must be given by the teacher for any personal day requested which is the last day before a holiday or start of a major vacation period or on the first day of school after a holiday or major vacation. A teacher's request for a personal day for the day before or after a major holiday will be allowed provided that it can be determined that a substitute can be obtained or other teachers are willing to cover for the absent teacher without being paid as prescribed in Article VII A. The approval shall rest with the Superintendent/CSA.

ARTICLE VII

CLASSROOM COVERAGE

- A. Except as provided below in C.3, in the case of an emergency or in the event that a substitute cannot be found, the regular teacher shall be compensated an additional \$25 per class period which they are required to cover.**
- B. To the extent possible within the limits of facilities and staff, the Board will provide at least one (1) planning period per day, per teacher.
- C. Work Day:
- 1. All teachers shall have a duty free lunch equal to the student lunch/recess period.**
 - 2. Teachers at the middle school level shall be assigned on a rotating equitable basis to cover the lunch/recess period for the middle school students. Every attempt will be made to schedule the lunch period of the teacher adjacent to the lunch period covered. The school nurse, Child Study Team and A.R.E.A. President shall not be assigned to lunch duty.**
 - 3. At the middle school, full-time classroom teachers shall have seven (7) periods per week designated for planning for their individual classes. Three (3) additional collaborative periods per week may be assigned for the following activities: curriculum articulation; grade, department or district level planning; parent meetings; academic assistance; class coverage or hall duty. Only one (1) of these three (3) may be assigned for class coverage, hall duty or child study team conferences. Academic assistance will be defined as supplemental help offered to students in need. All such periods will be the same length as teaching periods.**
 4. Full time teachers at the elementary school shall have seven (7) preparation periods per week. During six (6) of these weekly preparation periods the teacher will not be assigned class coverage or other duties except as permitted by Section A above. Teachers at the elementary school may be required to provide class coverage or attend grade level or department meetings during the remaining one (1) preparation period per week. Each preparation period shall be the same length as the instructional period for special area teachers. **To the maximum extent possible, teachers will only be assigned for class coverage on days where they have more than one (1) planning period.**
 5. The workday will be seven (7) consecutive hours as established by the Board within the 7:45 a.m. to 3:45 p.m. window.

6. ***Part-time teachers shall have their weekly planning and collaborative periods pro-rated based on their part-time percentage.***
7. ***Teachers required to travel between schools to conduct classes shall be allowed 10 minutes for each trip between schools.***
8. ***At the elementary level, classes will be dismissed from their rooms five (5) minutes after the end of the last academic class period to an assembly point to await buses.***
9. ***If the administration foresees a need, a posting may be made to offer a full time teacher an additional teaching period every day. In the event that a teacher is selected to fill that duty, the teacher would retain five (5) planning periods. The stipend for this duty would be one-eighth (1/8th) of the teacher's salary per year.***

ARTICLE VIII

NON-TEACHING ASSIGNMENTS

A. ***Teachers shall participate in four (4) of the following evening activities as determined by their principal:***

1. ***Open House/Back to School Night***
2. ***Holiday Programs***
3. ***Scheduled Parent/Teacher Conferences***
4. ***Concerts/Recitals***
5. ***Graduation***

ARTICLE IX

CONTRACT PROVISIONS

A. Notification:

1. The Board will issue in writing by June 1st of each year a tentative subject, grade, and room assignment for the following year to each individual teacher. Subject and/or grade assignments will not be changed after August 1st except in emergency situations.

B. Notification of Vacancies:

1. The administration will post notices of all positions and vacancies that are promotional, lateral or carry a stipend. Any teacher who is properly certificated for a vacancy, may make application for this position and his/her application will be given due consideration by the Board.
2. ***At each school building an area will be designated for posting of Official Notices. All positions providing a stipend whether funded by the Board of Education or others will be posted in this area in each school. Other "Official" documents will also be posted in these designated areas.***

ARTICLE X

SABBATICAL LEAVES

- A. PURPOSE: Sabbatical leaves may be granted to a teacher by the Board after consultation with the Superintendent/CSA. Sabbatical leaves shall be for the purpose of advanced study in an educational field related to the teacher's primary teaching responsibility in the school district.
- B. CONDITIONS: Sabbatical leave may be granted, subject to the following conditions:
1. If there are sufficient qualified applicants, one (1) sabbatical leave may be granted every other year.
 2. Request for sabbatical leave must be received by the Superintendent/CSA and Board, no later than December 1st and action must be taken on all such requests no later than February 1st of the school year preceding the school year for which the sabbatical is requested.
 3. Minimum time to qualify – The teacher must have completed at least seven (7) years full service in the Andover Regional School District. Applications may be made during the seventh year.
 4. Pay – A teacher on sabbatical leave for a full school year or half of a school year shall be paid at the rate of one-third salary.
 5. All contractual provisions except the salary guide shall remain in full force during the year the employee is on sabbatical.
 6. A contract to a teacher on sabbatical shall be issued at the same time as contracts to all other teachers. The teacher shall have 15 days in which to return the contract showing his/her intent to return to work the following September. Failure to return a signed contract shall be construed by the Board as the teacher's intent to terminate employment and shall be considered as an official resignation. The teacher shall be subject to immediate return of all funds granted to him/her by the Board for sabbatical leave purposes, except that:
 - a. If a teacher works two (2) years in the Andover Regional School District, she/he shall not be subject to the return of any funds granted by the Board for sabbatical.
 - b. If a teacher works any part of the two (2) years following sabbatical leave, she/he shall only be required to return a pro-rated portion of the sabbatical grant, under the following formula: (months taught after the sabbatical to the nearest whole month divided by 20) times 1/3 salary. This amount will be deducted from 1/3 salary.

- c. The Board, at its discretion, may waive the requirements that a teacher, who has worked less than two (2) years, return the funds granted under the sabbatical provisions.
- 7. Return – Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which she/he would have achieved had she/he remained actively employed in the system during the period of his or her absence, and shall retain all rights and privileges of the position, including fringe benefits.
- 8. No teacher shall be granted more than one (1) sabbatical leave while in the employ of the school district.

ARTICLE XI

ASSOCIATION RIGHTS

- A. The A.R.E.A. and its representatives may have the right to use the school buildings at all reasonable hours for meetings, providing the facility is available upon request. The room and time ***shall be arranged through the Superintendent's office.***
- B. The A.R.E.A. may have the right to use the school office equipment before the hour of 8:00 a.m. and after 3:30 p.m. on days that the school is in session. All materials used in the operation of office equipment shall be supplied at the expense of the A.R.E.A.
- C. No A.R.E.A. business of any kind shall be conducted when teachers covered by this contract are supposed to be performing regular school duties.
- D. The A.R.E.A. president shall be relieved from duty assignments during his/her term of office.

ARTICLE XII

MISCELLANEOUS

- A. The Board will provide payroll deduction for tax-sheltered annuities, the number of companies kept to a minimum and selected by the A.R.E.A.
- B. Teachers shall be reimbursed at the rate established by the IRS for the use of cars for school-related duties. **Current IRS mileage reimbursement rates will be posted at the "Official" designated areas.**
- C. The Board will budget funds to be spent on major curriculum development. Major curriculum needs will be determined, and specifications for acceptability by the administration stated. The openings will be posted and assignments made. **Teachers will be paid at the rate of \$25 per hour for curriculum committee work when the work occurs outside the normal workday of the teacher. Curriculum committee work performed during release from teaching time shall be compensated at the rate of \$25 per ½ day.**
- D. The teacher shall have the responsibility to determine grades and other evaluations of students within the grading policies of the Andover Regional School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade or evaluation shall be changed without the knowledge of the teacher. Notification of grade or evaluation changes must be made in writing to the teacher.
- E. The work year shall be 183 days.
- F. **After school meetings shall total no more than 1 ½ hours per month at the discretion of the principal, except that the minimum time shall be 30 minutes. Except in an emergency, five (5) working days notice shall be provided for all meetings.**

ARTICLE XIII

PROCEDURE FOR NEGOTIATIONS FOR **2006-2007**

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the Public Employee Relations Act in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Any agreement so negotiated and ratified shall apply to all employees, be reduced to writing, be signed by the A.R.E.A. and the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. A proposal shall be mutually exchanged at the first scheduled negotiation session or at an earlier date as agreed upon by both parties.

ARTICLE XIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of **July 1, 2004** and shall continue in effect until **June 30, 2007**.
- B. In witness thereof the A.R.E.A. has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president and its secretary and its corporate seal to be placed hereon, all on the day and year first written above.

ANDOVER REGIONAL EDUCATIONAL ASSOCIATION

BY _____
President

BY _____
Secretary

DATE _____

ANDOVER REGIONAL BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

DATE _____