

# ISSUES AT SCHOOL DISTRICT MEETING

## Teachers Contract (Warrant Article 5)

By Charlie McCrave  
Andover School Board

The Andover Education Association (AEA, the teachers' union) and the Andover School Board have reached agreement on a two-year contract for 2011 through 2013. Highlights of the agreement are:

- No raises in Year 1
- No cost of living increases in either year
- Steps only in Year 2

The contract also contains a number of clarifications:

- Language stating no increases of any kind in Year 1 and steps only in Year 2
- Pro-ration clarification language for part-time bargaining unit members
- Survivorship language on separation pay
- One less non-instructional day

- Preparation time clarification
- Information being placed in bargaining unit member's personnel file – notification requirement
- Reduction in Force language
- Family and Medical Leave language cleaned up and modernized
- Study committee language for arbitration options

Salary steps in 2012-2013 will total \$28,949. This amount must be approved as Warrant Article 5 (see page 13) at the School District Meeting on Tuesday, March 1, even though the money will not be included in the 2011-2012 budget (which is Warrant Article 4). This is because the School Board has authority to negotiate and ratify a contract, but it does not have authority to appropriate funds that may be necessary to fulfill conditions of that contract. The School District Meeting must approve funding.

This division of responsibility means

that the School District Meeting may not negotiate or change the agreement in any way, but if the School District Meeting does not approve the funding, there is no contract, as the Board could not meet the conditions to which it had agreed. In that event, the Board and the AEA would have to re-negotiate, then request a special School District Meeting and try again to get the funding approved.

Both the School Board and the AEA are of the opinion that the negotiated agreement meets the needs of all concerned parties.

## Teachers Contract (Warrant Article 5)

By Holly Gagne and Michael Wiley  
Andover Education Association

On January 25, 2011, the Andover Education Association ratified its 2011-2013 contract by a two-to-one majority. The goal of this negotiation process was to clarify and update contract language. In most areas this was successfully accomplished.

The teachers have been aware of the town's economic struggles and did not ask for a cost of living increase. The AE/MS staff hopes to see a good voter turnout and support for the two-year agreement.

## Budget/Teachers' Contract (Warrant Articles 4 & 5)

By Mike Silverstein  
AE/MS Phys Ed Teacher

With all of this talk about bullying these days, I find it strange that this year, I feel bullied as well. I know that I am not the only teacher at AE/MS who feels this way. I may just be the only teacher brave enough to say anything about it.

AE/MS teachers recently ratified a contract, with the "help" of the union, that is very unfavorable to teachers and provides for a grievance process that is, arguably, the worst in the state. The teachers will not get a raise next year, our health care costs will increase significantly, and we are already within the bottom third of teacher salaries in New Hampshire.

Most importantly, the contract pro-

vides for a grievance procedure that is completely unfair. You would not sign a contract that permits the other party to the contract to be the only judge over disputes every time there is a dispute over the contract. Sadly, the teachers did just that in a contract pertaining to their primary source of income and benefits. Why, as a group, would we do such a thing? I did not vote for this contract, but I can see how it happened. Several of the teachers, in my opinion, feel bullied, as do I.

So how can we prevent this, and what do we do if we feel bullied as an adult? Is it any different than when we were bullied as a child?

If we let the bully do what he or she wants, the bully just gets bigger and more powerful, and we just get smaller and weaker. This is obviously not a solution. This is what the bully wants to happen.

Of course, we could try ignoring the bully. However, when the bully is the institution that you work for, this is not possible. Why would the School Board insist on a process that denies teachers any remedy at law with regard to grievances? I do not remember waiving my rights to due process when I accepted a teaching job at AE/MS many years ago.

We could try to run away. However, if I did that, I would likely have to abandon the profession that I love so much. Like me, most of the teachers at AE/MS have so much experience that it would be nearly impossible to obtain a job elsewhere in our same field. Like many other schools, Andover's CBA precludes hiring new teachers who have experience at a step 12 or above, which is the experience level of the majority of teachers at AE/MS. Unfortunately, experience is often a curse when it comes to seeking a new teaching job in this state because most schools would rather hire less experienced teachers to save money.

The only real option is to stand up to the bully. I know there is no one out there who will stick up for me if I cannot stick up for myself. Ironically, this

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