

**AGREEMENT**

**BARTLETT EDUCATION ASSOCIATION**

**AND**

**BARTLETT SCHOOL BOARD**

Effective July 1, 2010

Expires June 30, 2012

**Bartlett Education Association (BEA) and Bartlett School Board**

**Ground Rules for Negotiations**

1. It is agreed that the negotiating teams represent the parties and have the authority to make tentative agreements subject to the ratification of such agreements by their respective constituencies: for the BEA the constituency is its membership; for the Board, the full Bartlett School Board.
2. Negotiations shall be conducted in closed session. It is agreed that either side shall not use professional negotiators initially. It is further agreed that either side may introduce a professional negotiator at their discretion with notice. Resource persons may speak only as invited by either chief negotiator. All persons in attendance shall respect and adhere to the ground rules for negotiations.
3. Meeting dates and time shall be mutually agreed to by the parties. The negotiation sessions will take place at a mutually agreed upon time for no longer than 2 hours, unless mutually agreed upon. At the end of each negotiating session, the parties will try to schedule two dates for future meetings and set an agenda.
4. The parties agree that neither side will cancel a scheduled negotiating session less than twenty-four (24) hours prior to the time of such session except for an emergency reason.
5. All BEA and Board proposals shall be submitted to the other party during the first three (3) negotiating sessions. Any additional issues can be brought forth if mutually agreed upon. All proposals and counterproposals will be in writing.
6. All correspondence relating to negotiations shall be between the spokespersons or negotiating chairs.
7. All tentative agreements reached in negotiations shall be initiated by the chief negotiator or negotiating chairs.
8. The parties may communicate with their respective constituencies regarding negotiations.
9. Any media release concerning a matter of negotiations shall be mutually agreed between the parties unless at impasse. The parties further agree that the details associated with any tentative agreement will be held in confidence until ratification by both parties. After impasse is declared, the parties will honor a 48 hour cooling off period prior to speaking with the press.
10. Either party may caucus at any time for a reasonable length of time.
11. At the end of each negotiating session, the parties will review times and dates for future meeting and set an agenda.
12. The ground rules shall remain in effect until an agreement is reached or impasse is declared.

This instrument is hereby executed this 2<sup>nd</sup> day of September, 2009.

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For the Bartlett Education Association

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For the Bartlett School Board

**TABLE OF CONTENTS**

<u>NUMBER</u>	<u>ARTICLE</u>	<u>PAGE</u>
	Preamble to the Agreement	4
1	Recognition	4
2	Definitions	5
3	Board-Association Liaison Council (BALC)	5
4	Negotiations Procedure	6
5	Association Rights	8
6	Rights of the Parties	8
7	Employment	9
8	Teacher Protection	10
9	Teacher Rights	10
10	Personnel Files	11
11	Evaluation Procedure	11
12	Assistance Procedure	12
13	Discipline Procedure	13
14	Academic Freedom	13
15	Grievance Procedure	13
16	Time Requirements	15
17	Employee Work Year	16
18	Professional Leave of Absence	17
19	Leave of Absence/Sabbatical Leave	17
20	Personal Business Leave	18
21	Legal Business Leave	19
22	Illness Leave	19
23	Illness Leave Bank	20
24	Child Care Leave	22
25	Serious Illness or Death in Family Leave	22
26	Course Reimbursement	23
27	Health Insurance	23
28	Professional Compensation	24
29	Retirement Programs	26
30	Credit Union and Tax Sheltered Annuities	26
31	Association Dues Deduction	27
32	Miscellaneous Provisions	27
33	Reduction in Force	27
34	Duration of the Master Agreement	28
<u>APPENDICES</u>		
A1	2010-11 Salary Schedule	29
A2	2011-12 Salary Schedule	30
B	Professional Employee Contract	31
C	Authorization for Salary Payment Plan	33
D	Authorization to Deduct Association Membership Dues	34
E	Authorization for Credit Union Deductions	35
F	Authorization for Participation in Illness Leave Bank	36
G	Grievance Report	37

## PREAMBLE TO THE AGREEMENT

This agreement is made and entered into on and between the Bartlett School Board acting for the District, and the Bartlett Education Association, the certified professional organization of the teachers of the Bartlett School District.

The Bartlett School Board and the Bartlett Education Association recognize and declare that providing a quality education for the children of Bartlett is their mutual aim and that the character of such education depends, among other things, on the quality and morale of the teaching professionals and on the terms and conditions under which they work. Both parties recognize the importance of encouraging and enhancing the effective and harmonious working relationships and the means that are necessary to bring about quality education and an efficient and effective collective bargaining process.

The purpose of this Agreement is to define the terms and conditions of teacher employment with the Bartlett School Board, and to establish a vehicle and means which ensures that these terms and conditions shall be provided on a fair, equitable, understandable, and unequivocal basis for all members of the teachers' collective bargaining unit.

The parties, the Bartlett School Board and the Bartlett Education Association, have reached certain understandings which they desire to confirm in this Agreement.

It is hereby agreed as follows:

### ARTICLE 1 RECOGNITION

- (A) The Bartlett School Board, Bartlett School District, School Administrative Unit No. 9, New Hampshire, hereinafter referred to as the "Board," hereby recognizes the Bartlett Education Association, affiliated with NEA-NEW HAMPSHIRE, hereinafter referred to as the "Association," as the exclusive representative of the District's full-time teachers for the purpose of negotiating wages, hours, and other conditions of employment other than managerial policy within the exclusive prerogative of the Board, or confined exclusively to the Board by statute or regulations adopted pursuant to statute. The principal, and any other full or part-time administrator, is not included within the bargaining unit. Part-time teachers will be covered by the wages and policy provisions of this contract. Fringe benefits will apply only to teachers working over twenty (20) hours, as is the present policy of the School Board.
- (B) Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to this agreement, the party shall do so by telegram, registered, or certified mail at the following address:

If by the Association:  
Chairperson  
Bartlett School Board  
c/o SAU #9  
176A Main Street  
Conway, NH 03818

If by the Board:  
President  
Bartlett Education Association  
Bartlett School  
Main Street  
Bartlett, NH 03812

ARTICLE 2  
**DEFINITIONS**

- (A) The following list of terms will be used frequently in this Agreement and when they are used, they will refer to the definitions described below unless otherwise stipulated. Whenever the singular is used in this Agreement, it is to include the plural, unless the intent of the language specifies otherwise. The following words shall have meaning indicated below whenever used in this Agreement:
- (1) Board - The Bartlett School Board
  - (2) Association - The Bartlett Education Association
  - (3) District - The Bartlett School District
  - (4) School - Any work location or functional division maintained by the Board where instruction is offered to the children and youth enrolled in the Bartlett School District.
  - (5) Principal - The responsible administrative head of his/her respective school.
  - (6) Teacher - A person employed by the Bartlett School District, the qualifications for whose position(s) are such as to require him/her to hold an appropriate credential issued by the NH State Board of Education under its regulations governing certification of teaching personnel, except that the term "teachers" or "teaching personnel" shall not include superintendents, assistant superintendents, business administrators or principals.
  - (7) Employee - A teacher employed by the Bartlett School District.
  - (8) Aide - A person, as defined by the job description, responsible for assisting teacher(s).
  - (9) Representative - The Association's representative or designee.
  - (10) Teacher on Continuing Contract - Any person employed by the District who is covered by RSA 189:14a - 14b who has fulfilled the requirements stated in RSA 189:14a that provide a teacher with the right to a board hearing after being non-renewed.
  - (11) Building Supervisor(s) - In order to preserve the continuity of the school in the absence of the principal, one or more faculty members shall be designated "Building Supervisor(s)" by the principal, and approved by the Board. This position(s) has as its responsibility, the daily functioning of the school in the absence of the principal. This position does not include rights of evaluation of others.
  - (12) Team Leader(s) - Faculty members who, having been designated by the principal and approved by the Board, will have those responsibilities as outlined by the principal.

ARTICLE 3  
**BOARD - ASSOCIATION LIAISON COUNCIL (BALC)**

- (A) The Board and the Association will establish a Board - Association Liaison Council (BALC) to discuss professional and educational concerns/matters of a mutual nature. The Board and the Association will, respectively, appoint their representative(s) to the Board - Association Liaison Council. The BALC meets at least three (3) times per year, but may meet more than this if there is mutual desire to do so or if need does so arise.

ARTICLE 4  
**NEGOTIATIONS PROCEDURE**

- (A) The Association and the Board agree to enter into collective negotiations in accordance with New Hampshire RSA 273-A and the procedures set forth herein, in a good faith effort to reach agreement on all matters raised by either party concerning salaries, wages, other direct and indirect compensation, hours, days, other conditions of employment, and other areas covered, or not covered by this Agreement.
- (B) The parties agree to commence collective negotiations no later than October 15th of the terminal year of this Agreement.
- (C) The Negotiations Committee of the Board and the Negotiations Committee of the Association shall have the authority to reach complete agreement, subject to the ratification and adoption by the Board, and the ratification by qualified voting membership of the Association.
- (D) The Board shall provide the Association, upon request, all such information as is needed to make reasonable and accurate proposals.
- (E) Any tentative agreement reached in contract negotiations between the Board and the Association, shall be reduced to writing in draft form by the Board within twenty-one (21) days of the signing of the tentative agreement. This draft of the tentative agreement shall be submitted to the Association for final review, verification and approval and/or disapproval by the Association Negotiations Committee. This tentative agreement draft shall compile, collocate, and collate all agreed to language and provisions into the draft. Additionally, a listing of the agreed individual teacher's salary figures, and the total calculated financial cost and percent increase of the tentative agreement shall be included separately from the document. The ratification vote by the whole qualified membership of the Bartlett Education Association shall not take place until the draft of the tentative agreement, along with salary and cost figures, have been reviewed, verified, and approved by the Negotiations Committee of the Association. A favorable ratification vote by the whole qualified membership of the Bartlett Education Association, subject to the above, along with a favorable ratification vote by the Board, shall, thereupon, constitute the complete and final Agreement between the parties.
- (F) The final agreement reached, subject to the above ARTICLE 4 (E), shall be reduced to writing and be signed by the Chairperson of the Board and the President of the Association. A copy of the signed Agreement shall be filed by the Board with the New Hampshire Public Employees Labor Relations Board (PELRB) in accordance with State Statutes. The Board shall be responsible, within thirty (30) days of the signing of the Agreement, for publication of the Agreement in booklet form, and distribution of the Agreement Booklets to the Association without cost. Two (2) additional copies of the Agreement shall be supplied for Association use, also at no cost to the Association.

- (G) The Board shall make a good faith effort to obtain ratification of the Agreement cost items from the District.
- (H) If agreement in contract negotiations between the Board and the Association cannot be reached following the above procedure, either party may call for impasse resolution utilizing procedures set forth hereunder:
- (1) If an impasse is declared, a mediator, mutually agreeable to both parties, may be selected from a list provided by the State Public Employee Labor Relations Board (PELRB), or provided by each party. If after ten (10) days from the receipt of the list the parties have been unable to reach agreement on the selection of a mediator, a mediator shall be appointed by the New Hampshire Public Employee Labor Relations Board (PELRB). If agreeable to both parties, this step may be bypassed.
  - (2) If either party so chooses, or if mediation does not result in agreement, a neutral party chosen by the parties may be selected from a list provided by the State Public Employee Labor Relations Board (PELRB) for the purpose of fact-finding. If after ten (10) days from the receipt of this list the parties have been unable to reach agreement on the selection, a neutral party shall be appointed by the New Hampshire Public Employee Labor Relations Board (PELRB).
  - (3) The neutral party shall divide the issues in dispute into cost and non-cost items. Such party shall attempt to reflect the concerns and interests of both negotiating parties. On cost items the neutral party shall be limited to the issues in dispute. When more than one cost item is submitted, the neutral party shall compute the total cost of each party's last offer and then provide recommendations best supported by the merits of comparability, equity, cost of living, and other such meaningful criteria. All finding of facts and recommendations may be made public ten (10) days after receipt of these by the parties.
  - (4) If either negotiations committee rejects the neutral party's recommendations on cost items, those recommendations shall be submitted to the full membership of the Association and to the Board, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.
  - (5) If either the full membership of the Association or the Board rejects the neutral party's recommendations, those findings and recommendations shall be submitted to the legislative body of the public employer, which shall vote to accept or reject so much of the recommendations as otherwise permitted by law.
- (I) If the impasse is not resolved following the action of the legislative body, negotiations shall be reopened. Any item(s) may be re-negotiated. If agreement cannot be reached within fifteen (15) days, mediation and fact-finding may be requested by either party, using the procedures outlined above.
- (J) The costs for the services of the mediator and/or neutral party including per diem expenses, if any, and the actual and necessary travel expenses shall be shared equally by both parties.
- (K) Either party may, if it so desires, utilize the services of outside consultants and may call upon professional representatives to assist it in negotiations.

- (L) Time extensions for any of the procedures for impasse resolution can occur with mutual agreement by both parties.

ARTICLE 5  
**ASSOCIATION RIGHTS**

- (A) The Board agrees that all teachers shall have the rights granted in New Hampshire RSA 273-A.
- (B) The Association and its representatives shall have the right to use school buildings for reasonable purposes, but that any use shall be in accordance with the adopted policy of the Board regarding use of buildings and approval of the administration.
- (C) The Bartlett Education Association President, or his/her designee, shall be granted three (3) days paid leave per year for Association related business. The building principal/supervisor will be notified no less than twenty-four (24) hours prior to the utilization of any such leave.
- (D) A designated representative of the Association may be allowed to receive telephone calls and other communications concerning Association business during school hours provided they do not conflict with the teacher's professional duties.

ARTICLE 6  
**RIGHTS OF THE PARTIES**

- (A) The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, in accordance with applicable laws and regulations to the following:
  - (1) To direct teachers of the School District.
  - (2) To hire, promote, assign, and to retain teachers in positions with the School District and, with just cause, to demote, suspend, discharge, or take other disciplinary action against teachers, except that the just cause provision shall not apply to non-renewal of teachers who are not on continuing contract as defined by contract.
  - (3) To relieve teachers from duties because of lack of work or for other legitimate reasons.
  - (4) To maintain the efficiency of the School District operations entrusted to them.
  - (5) To determine the method, means, and personnel by which such operations are to be conducted.
  - (6) To take whatever actions which may be necessary to carry out the mission of the School District in situations of emergency.
- (B) The Board agrees that all employees shall have full freedom of association and self-organization and shall be free from restraint, coercion, interference, discrimination or reprisals by the Board by reason of membership in the Association or participation in any of its business and activities or the exercise of their individual rights under RSA 273-A.
- (C) There shall be no reprisals by either the Board or the Association against any employee by reasons of membership or lack of membership, or participation in the Association, nor shall reprisals be



taken against an employee as a result of participation in the grievance or arbitration procedure provided by this Agreement.

- (D) The Board agrees to make available to the Association two (2) copies of the minutes of School Board meetings.
- (E) Those members of the bargaining unit so designated by the Association shall be permitted to place notices, circulars, and other materials pertaining to Association business in the Association members' mailboxes, not contrary to law.
- (F) The Association and its representatives shall have the right to use the school buildings at all reasonable times subject to ARTICLE 5 (B).
- (G) Representatives of the Association and their affiliates shall be permitted to transact Association business on school property at all reasonable times, subject to ARTICLE 5.
- (H) The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, computers, and copiers, at all reasonable times with approval of the administration, when such equipment is not otherwise in use. The Association agrees to pay the cost associated with its use of equipment and supplies.
- (I) The Association and its representatives shall have the right to post notices of activities and matters of Association concern on the District and Association board.
- (J) The Association shall be given sufficient time on the agenda of the orientation programs for new employees to explain Association business, activities, and membership.
- (K) Items suggested by the Association shall be placed on the School Board agenda provided sufficient notice is given.
- (L) Release time - A reasonable number of employees engaged during the school day in negotiating on behalf of the Association, shall be released from regular duties without loss of salary or benefits.
- (M) The rights and/or privileges granted to the Association in this Agreement will not be granted to any other group or organization which purports to represent any employee or group of employees covered by this Agreement.
- (N) The Board agrees to provide copies of this Agreement to all of its contracted employees within thirty (30) days of the Agreement having been signed by the parties. Refer to ARTICLE 4 (F).

## ARTICLE 7 **EMPLOYMENT**

Nondiscrimination - The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the School District shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis or race, creed, color, religion, national origin, sex, domicile, marital status, or age.

ARTICLE 8  
**TEACHER PROTECTION**

- (A) The Bartlett School District will be vigorous in its protection of all teachers from threats and physical abuse. Any teacher who is threatened with harm is to notify his/her principal or supervisor immediately, and steps are to be taken at once to protect the teacher's safety.
- (B) The Bartlett School District further shall protect its teachers through a comprehensive liability insurance program, and the School District shall hold harmless and defend any Bartlett School District teacher from claims for damages caused or alleged to have been caused in whole or part by the teacher while performing assigned duties as a teacher of the District under the provisions of the District's liability policy, whether or not that person is employed by the District at the time the claim is made, provided that the District shall not be obligated to assume any costs or judgments held against the teacher when such damages are proved to be due to the teacher's willful negligence, violation of law, or criminal act as determined by a court of law.
- (C) The Board may reimburse a teacher for the loss, damage, or destruction of clothing or personal property belonging to the teacher while such a teacher is on duty in the school, on school premises, or on a school-sponsored activity or function.
- (D) A teacher may exclude a student from class when, in the teacher's professional judgment, the grossness of the student's offense, the persistence of the misbehavior, or the disruptive effect or the violation make the continued presence of the student in the classroom educationally damaging to other class members. In such cases, the teachers will furnish the principal/supervisor, as promptly as his/her teaching obligations allow, full particulars of the incident in writing. The student shall not be returned to class until after consultation by the principal/supervisor with the teacher.

ARTICLE 9  
**TEACHER RIGHTS**

- (A) Teacher Rights - Teachers shall not be required to work under unsafe or hazardous conditions, as judged by the Fire Marshall or health officials, or to perform tasks which are beyond the normal scope of teaching which endanger their health, safety, or well-being. The teachers do agree that in cases of emergency the health, safety, or well-being of the students is their prime responsibility and regardless of the above sentence, they must act accordingly.
- (B) No teacher shall be required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining hereto, unless he/she has been given prior written notice of the reasons for such a meeting or interview at least forty-eight (48) hours in advance of such a meeting or interview. Such teachers shall be entitled to have a representative of the Association present to witness and advise him/her and/or to represent him/her during such a meeting/interview.
- (C) The Board recognizes the importance of teacher planning and preparation in the educational process. The Board also recognizes that much teacher preparation and work is accomplished after school hours, or during school vacation periods on the teacher's own time and away from the school setting at the teacher's own home, etc. The Board agrees, therefore, to allow teachers to take home books, materials, and other such things as are necessary for such work and preparation.

- (D) Professional Employee Contract - Each teacher's assignment(s) including, but not limited to, grade and/or subject, shall be listed on his/her Professional Employee Contract (see APPENDIX B), along with direct compensation due. Teachers on continuing contracts shall receive their contracts prior to June 30th of each year. However, following the receipt and execution of employee contracts consistent with ARTICLE 6, the administration reserves the right to make changes in teachers' assignments. Whenever possible, the administration will confer with those professionals affected prior to a change in assignment.

ARTICLE 10  
**PERSONNEL FILES**

- (A) Right to See Files/Rebuttal - Upon written request, each employee shall have the right to review, at a time mutually convenient, the contents of his/her personnel file in the SAU #9 office, excepting, however, any confidential references. At the employee's request, a witness of his/her choice may accompany the employee in such review. The review shall be made in the presence of an administrator. The employee may use such copy machines as the office may have available and pay existing cost per copy of such contents and records as concerns his/her work or himself/herself.
- (B) An employee shall have the right to answer in writing any complaints filed in his/her personnel file and the answers shall be attached to the complaint and reviewed by the Superintendent or his/her designated representative. The employee shall have the right to meet with any complainant. Any complaint against an employee shall be investigated by the Superintendent or his/her designated representative. Any complaints not able to be substantiated by the Superintendent shall not be placed in or noted in a personnel file.

ARTICLE 11  
**EVALUATION PROCEDURE**

- (A) The parties recognize the importance and value of an evaluation procedure for assisting in evaluating the progress and success of both newly employed and experienced teachers for the purpose of improving instruction. The parties further recognize and agree that, subject to the provisions of this article, teacher evaluation is a supervisory function within the sole responsibility of the Board and its administrators.
- (B) Appraisal of teaching service in the Bartlett School District should serve the following five purposes:
- (1) To raise the quality of instruction and educational service to the children of our community.
  - (2) To raise and enhance the quality and standards of the teaching profession as a whole.
  - (3) To aid the individual teacher to grow professionally.
  - (4) To identify teachers' strengths and weaknesses.
  - (5) To aid the School Board in making a decision in regard to reelection of teachers.
- (C) The evaluation of a teacher's performance is an employer's responsibility. Therefore, the Board at its discretion will set the District's professional standards and develop, organize, and implement a

systematic program for evaluating the instructional process as a means to ensure quality control of instruction.

- (D) All formal classroom observations of the teaching performance of any teacher shall be conducted openly and with the full knowledge of the teacher. No teacher shall receive any adverse comments from any observer in the presence of the pupils.
- (E) Each teacher shall be given his/her evaluation report and shall have the opportunity to privately discuss such report with his/her principal/supervisor. After such discussions, the teacher shall sign the report, but the teacher's signature does not necessarily indicate agreement with its contents. If the teacher disagrees with the evaluation or observation report, he/she may so indicate in writing within one (1) week of receipt of the evaluation report; and upon request the written statement of disagreement shall be placed in his/her personnel file and attached to the relative documents. At the time of signing, the teacher shall be given a copy of his/her evaluation.

## ARTICLE 12 **ASSISTANCE PROCEDURE**

- (A) Definite positive assistance shall be immediately provided to teachers upon recognition of "professional difficulties." For the purpose of this Article the term "professional difficulty" shall apply to any observed deficiencies relating to job performance as determined through the system-wide evaluation program (ARTICLE 11).
- (B) Beginning immediately with the conference after an observed deficiency, specific appropriate direction shall be offered by the principal/supervisor in writing to guide the individual teacher toward the solution of the particular observed professional problem. Actions shall be appropriate to the deficiency and shall include at least three (3) of the following:
  - (1) Demonstrate in an actual classroom situation.
  - (2) Direction of the teacher toward a model for emulation, allowing opportunities for observation.
  - (3) Initiation of conferences with evaluator, teacher, and team leader to plan positive moves toward improvement of professional and/or classroom performance.
  - (4) Guidance for the teacher toward professional growth workshops, or course work at District expense.
  - (5) Observation, continued and sustained, by the evaluator to note the day-to-day lessons and their interrelationships.
  - (6) Assigned reading of professional literature designed to suggest possible solutions to the identified problems.
- (C) Time lines for the improvement in performance must be negotiated between the principal/supervisor and the individual teacher. Should the time lines not be successfully met by the teacher, vis-à-vis improvement in the individual teacher's performance, further action may be taken by the administration and the School District (ARTICLE 28).

ARTICLE 13  
**DISCIPLINE PROCEDURE**

- (A) Whenever a teacher is required to appear before the Superintendent, the Board, or any committee or member thereof with respect to a written complaint or formal charge, concerning his/her competency or his/her position of employment (as is referred to in RSA 189:13), he/she shall be entitled to have legal counsel and/or a representative of the Association or its affiliates present to advise and to represent him/her during such appearance. Timeliness by all parties is important. Therefore, the appearance shall be no later than eleven (11) days from receipt of the notice to appear.
- (B) All information forming the basis of any disciplinary action shall be made available to the teacher and to the Association at the teacher's request. Teachers shall not be disciplined in public or in the presence of students. The parties agree that discipline should be progressive and corrective in nature.

ARTICLE 14  
**ACADEMIC FREEDOM**

- (A) It is the intent of the parties that teachers shall enjoy academic freedom in the District providing no limitation is implied to the authority of the School Board to take such action with respect to curriculum, programs, and practices as may be found by the Board to be in the public interest. Academic freedom means that teachers are free to present instructional materials which are pertinent to the subject taught, within the outlines of appropriate course content and within the planned instructional program, all subject to Board approval. It shall also mean that teachers shall be entitled to freedom of discussion in the classroom on matters which are relevant to the subject matter, but a teacher shall make an effort to have both sides of a controversial issue presented fairly.

ARTICLE 15  
**GRIEVANCE PROCEDURE**

- (A) Definitions - The following grievance terms shall be defined as follows:
  - (1) Grievance - an alleged violation, misinterpretation or misapplication of any provision of this agreement.
  - (2) Grievant - any individual bargaining unit member(s) who has (have) a grievance.
- (B) A grievance to be considered under this procedure must be initiated in writing by the grievant within twenty-five (25) calendar days of the date of an alleged violation, misinterpretation or misapplication of any provision of this agreement. The following matters are excluded from the Grievance Procedure:
  - (1) Any matter for which a specified method of review is prescribed by law or by any rule or regulation of the State Board of Education.
  - (2) A complaint of a probationary teacher which is caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not required.

- (3) A complaint by any certified personnel caused by appointment or lack of appointment, retention or lack of retention in any position for which a continuing contract is not required.
  - (4) Any matter which, according to law is beyond the scope of the Board's authority or limited to the unilateral action by the Board alone.
- (C) Failure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure in any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed a waiver of future appeal of the decision, and will be considered acceptance of the decision rendered.
- (D) No reprisals of any kind will be taken by the District or teachers against any party in interest or other participant in the grievance procedure. Any party in interest may be represented by counsel or by a representative selected by the Association.
- (E) Procedure - Employees having reason to submit a written grievance shall do so in the Grievance Report form provided in APPENDIX G of this Agreement. The Grievance Procedure is as follows:
- (1) Step 1. Any employee who has a grievance shall discuss it first with his/her principal in an attempt to resolve the matter informally. The grievance may be presented orally and an Association representative may be present at the employee's option. No written record of the discussion is required, but the principal must render his/her decision in writing within seven (7) calendar days of the meeting at which the grievance was discussed. Any proposed resolution of the grievance shall be consistent with the terms of this Agreement.
  - (2) Step 2. If the grievant is dissatisfied with the principal's decision he/she shall file a grievance formally in writing in accordance with Section B above using the Grievance Report form provided in APPENDIX G of this Agreement. As the Grievance Report indicates, the grievant must specify:
    - (a) the date(s) of the grievance;
    - (b) the nature of the grievance, i.e., the specific provisions of the Agreement which have been violated, misinterpreted or misapplied, with all factual support of the allegations given in accurate detail;
    - (c) the specific injury and loss in pay and/or benefits which are claimed;
    - (d) that Step 1 was pursued, and reasons why the Step 1 decision was unsatisfactory; and
    - (e) the remedies sought.
  - (3) The principal shall investigate the grievance and communicate his/her decision to the grievant in writing within seven (7) calendar days of receipt of the filing of the written grievance.
  - (4) Step 3. The grievant may appeal the principal's decision to the Superintendent within seven (7) calendar days of its receipt from the principal. The appeal must be in writing using the Grievance Report form provided in APPENDIX G. The Superintendent shall investigate the

grievance and meet with the grievant to attempt to resolve the matter as quickly as possible, and shall render his/her decision in writing within fourteen (14) calendar days of his/her receipt of the appeal.

- (5) Step 4. The grievant may appeal the Superintendent's decision to the Board within seven (7) calendar days of its receipt from the Superintendent. The appeal must be in writing using the Grievance Report form provided in APPENDIX G. The Board shall investigate the grievance and render their decision in writing within fourteen (14) calendar days of receipt of the appeal.
- (6) Step 5. If the decision of the Board does not resolve the grievance and if the Association decides to appeal that decision, the matter shall be submitted to binding arbitration providing the Association notifies the Superintendent of such a request within fourteen (14) calendar days of receipt by the Association of the Board's decision.

(F) The following procedure shall be used to secure the services of an arbitrator:

- (1) The parties will attempt to agree upon a mutually satisfactory third party to serve as arbitrator. If no agreement is reached within five (5) calendar days, the American Arbitration Association will be notified and requested to submit a roster of persons qualified to function as an arbitrator.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
- (3) If the parties are unable to determine, within fourteen (14) calendar days of the initial request for arbitration, a mutually satisfactory arbitrator from the second list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (4) The issues submitted to the arbitrator shall be only the required issues as submitted at Step 2. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider no other issues. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator may award a "make whole recommendation" but may apply no penalty payments.
- (5) The Board, the grievant, and the Association shall receive copies of the arbitrator's report. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.
- (6) 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 Association. Any other expenses shall be paid by the party incurring them.

## ARTICLE 16 **TIME REQUIREMENTS**

- (A) Each teacher has a professional responsibility to provide the best possible quality instruction to the students. This responsibility extends beyond the classroom and the school day and includes being

available for: (a) students and parents for assistance and conferences; (b) attendance at department and other staff meetings designed to provide meaningful professional growth or to clarify school business in general; and (c) participation and representation in other school related activities.

- (B) Except for faculty or professional meetings, the duty day for teachers shall be a maximum of seven and one-half (7.5) hours consecutively, provided that this shall not apply to those employees contracting for less than full time duty. Teachers shall be free to act with professional discretion relative to their time of arrival at school and their departure, but in the use of this discretion, the teacher must comply with the time of the teachers' and students' day as established by the administration. The students' day shall be six and one-quarter (6.25) hours. The teachers' day usually shall not exceed one and one-quarter (1.25) hours beyond the students' normal day.
- (C) The work day for employees during non-student attendance days shall be from 8:00 a.m. to 3:30 p.m. with one hour for lunch unless otherwise adjusted within this maximum by the administration.
- (D) Leaving the building -- At times when an employee does not have scheduled instructional responsibilities, conferences, or other assigned duties, the employee may, upon notification and approval of the building administrator, or his/her designee(s), leave the building for personal reasons. Any employee who is away from the building under this provision may not be considered to be carrying out the responsibilities of his/her position, and the Board shall not be liable for injury to the employee or damage to the employee's property. It is understood that this clause does not apply to employees who have left the building, with prior notification, on school related business.
- (E) Employees may be required to spend time before and after the regular student day for the purpose of attending faculty, staff development, school self-study, and department meetings. These meetings shall occur no more than two days per week and shall be consecutive to the student day. Members shall not be required to be present more than seventy-five (75) minutes before or after the student day. Faculty meetings are defined as the meeting of building administrators and all professional staff, and shall occur on an average of two days per month during the school year. Teachers shall receive a specific agenda of all items to be covered during any faculty meeting. The agenda shall be provided to all teachers at least twenty-four (24) hours prior to any faculty meeting except for an emergency meeting. Minutes of all faculty meetings shall be recorded and distributed to all teachers no later than five (5) days following the meeting. Any teacher desiring to be excused from a faculty meeting shall request to be excused from the building administrator or his/her designee(s).
- (F) The impact of any increase in the teachers' or students' day shall be negotiated by the Board and the Association.

ARTICLE 17  
**EMPLOYEE WORK YEAR**

- (A) The teacher work year will be no more than 180 + 7 days. Three (3) of these days will be the three (3) days prior to the opening of school in September. One of these three days will be solely for teachers' discretionary use in preparing their classrooms, materials and the school. These days may occur before September 1st but not on a Saturday, Sunday or holiday. Another two (2) of the seven days will be used as the Superintendent deems necessary. One of these two days may occur prior to the opening of school but shall not occur prior to August 21st. Neither day will occur on a



Saturday, Sunday, state holiday, school vacation week or the Thanksgiving Day break. The sixth day will occur immediately following the students' last day in June unless that day is a Saturday, Sunday or holiday. The seventh day will be a scheduled Staff Development Day. The activities for this day will be developed collaboratively by the staff and administration. Bargaining unit members may propose alternative activities for the Staff Development Day or another unscheduled day. These proposals are subject to the approval of the principal.

- (B) The parties agree that the Superintendent will consult with the President of the Bartlett Education Association as to the occurrence of the Superintendent's two (2) discretionary days. The specific calendar restrictions for the occurrence of these days may be negated with the consent and agreement of the President of the Bartlett Education Association.

ARTICLE 18  
**PROFESSIONAL LEAVE OF ABSENCE**

- (A) Professional Leave of Absence - The Board agrees to pay reasonable expenses incurred for educational conferences or for trips involving school business which shall include, where applicable, mileage reimbursement at the state level when employees are requested to use their own vehicles for such activities, food and hotel room not to exceed \$100.00 per diem, parking fees, and highway and bridge tolls. Application for such activities and expenses must be submitted in advance to the Superintendent for his/her approval or disapproval. Any employee wishing such reimbursement must complete a travel expense voucher and file it with the Superintendent within fifteen (15) calendar days of his/her return from the trip. No loss of pay will result from the granting of this approved activity. Such leave will be at the sole discretion of the Superintendent. In some cases the Superintendent may authorize only partial payment which the employee can accept or reject, and if rejecting, not go to the conference.

ARTICLE 19  
**LEAVE OF ABSENCE/SABBATICAL LEAVE**

- (A) Leave of Absence/Sabbatical Leave - The Board believes the best interest of the school and education will be served if certified professional employees undertake graduate study, relevant and pertinent travel, exchange teacher programs, relevant and pertinent work experience, and/or human service experience.
- (B) Leave may be granted to an employee after each five (5) years of experience in the District at the discretion of the Board. Said Leave of Absence/Sabbatical Leave will be for a period of time not to exceed twelve (12) consecutive months.
- (C) The purpose of this leave may be for additional relevant and pertinent academic graduate study at an accredited institution of higher learning, for the opportunity to participate in a teacher exchange program, for approved pertinent and relevant travel, for pertinent and relevant work experience, or for human service leave.
- (D) Upon returning to service, the employee shall be assigned to the same duties, or those of a similar nature, as determined by the Board, as were performed prior to the beginning of the absence. Said employee will proceed on the salary schedule with the Leave of Absence/Sabbatical Leave counted as service time.

- (E) Written application must be made to the Superintendent no later than March 1st of the academic year prior to the academic year in which the leave will be taken.
- (F) In the case of Leave of Absence/Sabbatical Leave for relevant and pertinent academic graduate study, the Board may compensate said employee up to half salary (direct compensation). Said employee may continue to be covered by the District's group life, health, and dental plan. Any premium contribution toward the District's group life, health, and dental plan which the District pays would be continued during the Leave of Absence/Sabbatical Leave. Should said employee fail to return to his/her position in the District, all District contributions would be repaid by the then former employee to the District. A promissory note will be executed between the employee and the District prior to the Leave of Absence/Sabbatical Leave to ensure repayment.
- (G) In the case of Leave of Absence/Sabbatical Leave for any reason other than relevant and pertinent academic graduate study, the employee may continue to be covered under the District's group life, health, and/or dental plan at his/her own expense. Upon return to work to the District, the District will reimburse the employee for one-half (2) what would have been the District's share during said Leave of Absence/Sabbatical Leave. After working in the District a period of time equal to the length of the Leave of Absence/Sabbatical Leave, the District will reimburse the remaining one-half (2) what would have been the District's share to said employee.
- (H) Other leaves of absence with pay may be granted by the Board for good reason in its sole discretion. Every leave so granted, whether treated individually or collectively over a number of years shall not be considered as custom, habit, or precedent to justify the right to be granted leave of the same type in the future.
- (I) Upon return to work for the District, the District will reimburse teachers for course(s) as per ARTICLE 26.

ARTICLE 20  
**PERSONAL BUSINESS LEAVE**

- (A) Personal Leave - Personal leave shall be available to all permanent, full-time employees for hardships or other pressing needs and will be granted in situations which require absence during school hours for the purpose of transacting or attending to personal or legal business, or family matters. Personal business leave will be granted for not more than three (3) days per year subject to the following guidelines:
  - (1) The situation must be suddenly precipitated, or must be of such a nature that preplanning could not have eliminated the need for the leave.
  - (2) The situation must be one which is serious and unavoidable, and of major importance, not one of mere convenience.
  - (3) The employee must complete a leave report and submit it to his/her immediate principal/supervisor, after the leave has been taken. (The employee shall not be required to provide the specific reason(s) verbally or in writing for taking such a leave.)
  - (4) Whenever possible, the employee should give his/her principal/supervisor twenty-four (24) hours notice of the anticipated personal day. (The employee shall not be required to provide the specific reason(s) verbally or in writing for taking such leave, but only to notify the

principal/supervisor that leave is to be taken under this section of the contract, i.e. ARTICLE 20 {A}.)

- (5) Personal business leave days will accumulate one (1) day per year to a maximum of four (4) days per year beginning July 1, 2001.
- (6) Personal business leave will not be deducted from accumulated sick leave days.
- (7) Personal leave requests immediately before or after a holiday (vacation breaks, long weekend, state and federal required school closing) shall be considered only under extenuating circumstances and shall require the approval of the Superintendent on an individual basis. Appropriate documentation may be required.

ARTICLE 21  
**LEGAL BUSINESS LEAVE**

- (A) Legal Leave - If it is necessary for a teacher of the School District to serve as a juror or as a witness, the teacher shall be paid the difference between his/her regular pay and jury pay. Under no circumstances will a teacher suffer a net loss of salary while performing this civic duty.
- (B) In the case of a required or necessary appearance in a court of law involving no moral turpitude on the part of the teacher, he/she shall be reimbursed or paid his/her full pay, and the day shall not be deducted from accumulated sick leave. This provision is not intended to replace Personal Business Leave as referred to in ARTICLE 20.

ARTICLE 22  
**ILLNESS LEAVE**

- (A) Sick Leave - All employees employed on a ten (10) month basis shall be entitled to ten (10) illness leave days (sick leave) per school year with full pay. First and second year teachers shall be entitled to thirteen (13) illness leave days (sick leave) per school year with full pay for each of their first two (2) years. Participants in the Illness Leave Bank shall be entitled to eleven (11) illness leave days (sick leave) per year with full pay as long as the Illness Leave Bank remains at its maximum of 185 days. Unused sick leave shall be accumulative from school year to school year up to a maximum of one hundred (100) days. This illness leave accrual provision is made for the teachers' protection in lieu of short-term and long-term insurance protection.
- (B) Sick leave days may be used to attend to an ill or injured immediate family member. The definition of "immediate family" for the purposes of this Article shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother- and father-in-law, sister- and brother-in-law. If, in the opinion of the principal, a relationship exists similar to that of the family relationship, this leave may be granted. If a strict application of this Article causes undue hardship to the employee, the Superintendent is authorized to resolve the problem(s) with it using his/her own discretion.
- (C) The employee should notify his/her principal/supervisor at the earliest possible time prior to utilizing sick leave time so as to permit notification of a substitute. Such may be accomplished by the employee in person, by direct communication at school with the principal/supervisor, or by calling a designated telephone number prior to 6:00 a.m. (except in emergencies) on the morning of the day that the sick leave is to be taken.

- (D) Previously accumulated unused leave days will be restored to all employees returning from a Board approved leave of absence.
- (E) All salaried employees shall be given annual sick leave on the above basis, with proportionate amounts of leave granted those who work less/more than a ten (10) month year, or those who work less than full time.
- (F) A certificate from a physician, certifying that the illness was incapacitating, may be required at the Board's expense for all absences of five (5) or more consecutive days resulting from illness.
- (G) Any employee whose illness extends beyond the period of accumulated sick leave may be granted a leave of absence without pay for reasons of health which shall not exceed one (1) year from the date granted by the Board. An extension of such leave may be granted by the Board upon the request of the employee. An employee anticipating extended illness may be granted such leave prior to the expiration of his/her leave days; and, upon returning from health leave, will have the unused portion of his/her accumulated sick leave reinstated. The employee, if possible, shall be assigned to the position he/she held before going on leave. Prior to his/her return from health leave, the Board may require the employee to be examined by a physician of its choice.
- (H) Any undue hardship caused by the strict application of these provisions having to do with leaves, may be appealed to the Superintendent who shall have the authority to resolve these in the best interests of the School District.
- (I) Absence due to injury incurred by a Teacher in the course of employment (Worker's Compensation claim) shall be treated as follows:
  1. When a claim is accepted by Worker's Compensation Insurance, the employee will receive a set portion of wages as determined by the insurance carrier. There are then two (2) options available to the employee:
    - a. The employee may elect to receive the difference between the Worker's Compensation payment and the regular salary as a District employee. In the event the employee chooses to receive the differential, one-half (1/2) day sick leave will be charged for each day absent.
    - b. The employee may elect not to receive the differential between Worker's Compensation payment and the regular salary in which instance no absence will be charged to sick leave.
  2. Upon notice from the Worker's Compensation insurance carrier of the benefits to be paid, the employee shall advise the District payroll clerk which option they have chosen.
  3. The differential between Worker's Compensation and the regular salary shall cease when the employee's cumulative sick leave is exhausted, or for the duration of the teacher's individual contract, whichever event occurs first.
  4. In order to verify the Worker's Compensation payments, the District will be advised by the insurance carrier of all non-medical payments to the employee. Based on the option chosen, the payroll clerk shall make the appropriate adjustments in District payments and sick leave records.

## ILLNESS LEAVE BANK

- (A) The Board agrees to establish an Illness Leave Bank to cover teachers in the event of a long-term illness or injury. The Illness Leave Bank is provided as a part of a comprehensive disability protection plan created in lieu of short-term and long-term disability insurance programs. Teacher participation in the Illness Leave Bank plan is optional. The Illness Leave Bank shall be administered by a committee composed of three (3) members of the Association appointed by the President of the Association. This committee shall hereinafter be called the Illness Leave Bank Administrative Committee (Administrative Committee).
  
- (B) Participation in the Illness Leave Bank plan is accomplished, yearly, by the completion of the instrument provided and set forth in the appendices (APPENDIX F) of this Agreement. Completion and submission of this instrument (APPENDIX F) to the Administrative Committee must be made each year by each teacher wishing to participate, or wishing to continue participation, in the Illness Leave Bank plan. This submission, indicating the desire to participate, must be accomplished by October 1 of each contract year. Each teacher wishing to participate and to be covered by the Illness Leave Bank plan shall agree to donate one (1) day of the ten (10) days sick leave {thirteen (13) for first and second year teachers and eleven (11) for Illness Leave Bank participants when the Illness Leave Bank is at its maximum of 185 days} that he/she is allowed to accrue in a one-year contract period. This day will be deposited in the Illness Leave Bank. The donated day will be deducted from the teacher's personal accrued illness leave. Continued participation in the Illness Leave Bank plan is accomplished each year by donation of this day as described above.
  
- (C) Participation in the Illness Leave Bank plan may begin as soon as a bargaining unit member (teacher) has sick leave days to contribute. Each succeeding school year shall be a new enrollment period. The Illness Leave Bank shall accrue from year to year to a maximum of one hundred and eighty-five (185) days.
  
- (D) A participant in the Illness Leave Bank plan shall be eligible to request short term or extended benefits from the Illness Leave Bank after an incapacitating illness or disability provided he/she has exhausted all of his/her accrued personal illness leave. Request for Illness Leave Bank benefits must be made in writing to the Administrative Committee. Such requests will be considered for approval on a first come, first served basis. Approval of such requests shall be made at the sole discretion of the Administrative Committee. Approval of any and all requests is restricted to no more than the total number of days accrued by participant donations to the Illness Leave Bank.
  
- (E) In the event that the Illness Leave Bank becomes depleted in any contract year, professional employees shall each be allowed (but are not obligated) to make a single contribution of up to five (5) additional days of their accrued sick leave days to restock the Illness Leave Bank. Once contributed, these Illness Leave Bank days shall not be returned to the donor.
  
- (F) The Illness Leave Bank Administrative Committee shall provide all bargaining unit members with an annual accounting of accrued illness leave days donated and available in the Illness Leave Bank plan. The Administrative Committee shall provide the office of the Superintendent, in writing, an annual accounting of per annum days donated and total accrued illness leave days available in the Illness Leave Bank. The Administrative Committee will promptly notify the office of the Superintendent, in writing, of any benefits duly approved by the Administrative Committee and

such approved days will be posted to and deducted from the total accrued days available in the Illness Leave Bank.

ARTICLE 24  
**CHILD CARE LEAVE**

- (A) Child care leave of the remaining portion of the current contract year plus an additional contract year (the following year), shall be granted to any parent-employee of a child, born or adopted. Such leave may be terminated prior to its expiration upon written request of the employee, except as noted below. At the expiration of the leave, the employee is expected to return to duty or submit a letter of resignation. Upon returning to service, the employee shall be assigned to the same or similar duties as were performed prior to the beginning of the leave. Upon returning from leave, placement on the salary schedule will be at the step and track they would have been at if continuously employed. In order to advance on the salary scale, the teacher must have worked at least 50% of the school year.
- (B) Teachers who anticipate remaining on leave after the school year in which the child arrives must notify the Board of their intent to remain on the leave the next academic year by May 15th, in the event the child arrives before March 1st, or by June 1st, in the event the child arrives after March 1st. If the teacher elects to remain on leave the academic year after the arrival of the child, they may not elect to return until that academic year has expired.
- (C) In the case of Child Care Leave the employee may continue to be covered by the District's group life, health, and dental plan. Any premium contribution toward the District's group life, health, and dental plan which the District pays would be continued during the Child Care Leave. Should said employee fail to return to his/her position in the District, all District contributions would be repaid by the then former employee to the District. A promissory note will be executed between the employee and the District prior to the Child Care Leave to ensure repayment. The Board, at its sole discretion, may grant a waiver to the repayment of said promissory note due to unusual and/or extenuating circumstances. The Board's decision to grant or not to grant a waiver is exempt from the Grievance Procedure (ARTICLE 15).
- (D) Disability arising from pregnancy shall be treated as any other disability.
- (E) Teachers who become pregnant may continue to teach until the following:
  - (1) The teacher requests relief from teaching duties.
  - (2) The Board determines that the teacher's condition interferes with her carrying out her teaching duties, or the health of the teacher may be affected by her continuing to teach.
- (F) The Board will require a physician's certificate affirming the teacher's good health in order for her to continue her teaching duties. Any teacher who continues teaching pursuant to a physician's approving statement shall execute a hold harmless statement absolving the District of any responsibility or liability which would result from physical harm to the teacher resulting from her continuing to teach despite her pregnancy condition. The Board may require a physician's certificate whenever and as often as they determine necessary including the right to have the teacher examined by a physician of their own choosing. The cost of a physician's examination required by the Board will be borne by the Board.

ARTICLE 25  
**SERIOUS ILLNESS OR DEATH IN FAMILY LEAVE**

- (A) Serious Illness or Death in Family Leave - A maximum of five (5) days shall be granted each employee for each serious illness or death in the immediate family. The definition of immediate family for the purposes of this Article shall be as follows: the immediate family includes father, mother, wife, husband, children, brothers, sisters, grandparents, mother- and father-in-law, sister- and brother-in-law. If, in the opinion of the principal, a relationship exists similar to that of the family relationship, this leave may be granted. If a strict application of this Article causes undue hardship to the employee, the Superintendent is authorized to resolve the problem(s) with it using his/her own discretion.
- (B) Serious illness or death in the family leave will not be deducted from accumulated sick leave.

ARTICLE 26  
**COURSE REIMBURSEMENT**

- (A) The Board recognizes the importance and benefits attendant to the continued professional growth and development by teachers. As such, and in response to the requirements set forth by the New Hampshire State Department of Education for teacher certification and staff development, the Board shall make provisions for course reimbursement.
- (B) The Board will reimburse a teacher an amount not to exceed the current credit hour cost of the University of New Hampshire, and in no instance more than the actual cost involved, up to a maximum of twelve (12) credits in one year provided that the teacher is enrolled in a degree program and eight (8) credits in one year for teachers who are not. The courses taken by a teacher in this school system must have direct, meaningful application to the position held by the teacher as determined by the Superintendent.
- (C) The Board shall reimburse a teacher pursuing professional development, the cost of any required course textbooks and related course materials up to a total of fifty dollars (\$50.00) per course.
- (D) Employee Obligation for Tuition Reimbursement - Any employee who receives tuition reimbursement shall agree to remain as an employee of the Bartlett School District for at least one year from the end of classes for which the employee is reimbursed. If the employee leaves the employ of the Bartlett School District within that period, the District may require the prorated amount of the tuition to be reimbursed.
- (E) Workshop/Conference Reimbursement - The District will prepay for approved workshops and/or conferences registration and for credit college and university courses that exceed \$300.00. Unit members wishing to take advantage of this prepayment must execute an authorization for payroll deduction to reimburse the District for the cost if he/she does not attend the approved function.

ARTICLE 27  
**HEALTH INSURANCE**

- (A) Health insurance benefits will be available to all certified professional employees who regularly work twenty (20) hours or more per week. The Board agrees to provide multiple health insurance plans from which employees may make a selection that best meets their needs. For the life of this agreement, or until changed as provided in this agreement, the Association will have the option

each year to choose either School Care or the NHMA Anthem BC/BS Health Insurance HMO Plan, Point of Service Plan, and Indemnity Plan or Harvard Pilgrim.

Effective July 1, 2004 the Board will pay 80% of the actual premium cost for the New Hampshire Municipal Association Anthem Blue Cross/Blue Shield Health Insurance HMO Plan, or an amount equal to the premium cost for the School Care HMO Plan as administered by the New Hampshire School Health Care Coalition or Harvard Pilgrim, whichever is less. If an employee chooses the POS or Indemnity Plan, they will be responsible for any cost above the District's share of the HMO Plan. As part of the health insurance benefit, the District will provide a prescription drug plan with a co-pay of \$10, \$20, and \$30.

- (B) Dental Insurance - The Board will provide a Delta Dental Insurance Plan, or equivalent/comparable, subject to the approval of both parties, (A-100%; B-70%, C-50%) with a \$1,000 person per year maximum with the following applicable co-payment arrangement.

Single	90%	Board paid premium	10%	Employee
2 Person	90%	Board paid premium	10%	Employee
Family	90%	Board paid premium	10%	Employee

- (C) Life Insurance - The Board agrees to pay the cost for each teacher for a group term life and accidental death and dismemberment insurance policy (\$40,000 life/\$40,000 accidental death and dismemberment). The selection of the group term life and accidental death and dismemberment policy will be at the sole discretion of the Bartlett School Board.
- (D) Short and Long Term Disability - In lieu of short and long-term disability insurance programs, the Board and the Association agree to the comprehensive disability protection provisions set forth in ARTICLE 22 and ARTICLE 23 of this Agreement.
- (E) The School District shall establish, as provided by Internal Revenue Service regulations, a Section 125 account to provide pre-tax payment of all qualified expenses.
- (F) Employees who would otherwise be eligible for District health insurance coverage, who elect to take health insurance coverage under their spouse's plan or another comparable insurance plan shall be eligible for compensation in lieu of the District's health insurance plan. Eligible employees shall be compensated one hundred dollars (\$100.00) per month.
  - (1) To be eligible for this benefit, employees must meet the following criteria:
    - (a) Have and show proof of their coverage in a comparable plan.
    - (b) Initially, attend an informational seminar to explain the effect of this waiver.
    - (c) Sign a "waiver of insurance" form discontinuing health insurance with the District.
  - (2) Provisions shall be made by the District, insofar as is possible to allow for re-entry to the District's plan due to extenuating circumstances such as change in family structure, or the loss of coverage by a spouse.

ARTICLE 28  
**PROFESSIONAL COMPENSATION**



- (A) The professional salary schedule for all the certified professional employees employed by the District as covered by this Agreement is set forth in the appendices of this Agreement. Salary Schedule, APPENDIX A1 – The attached salary schedule shall be in place effective July 1, 2010 through June 30, 2011. Salary Schedule, APPENDIX A2 – The attached salary schedule shall be in place effective July 1, 2011 through June 30, 2012.
- (B) Teachers shall have the option of being paid their regular salaries in either 22 or 26 biweekly installments. The teacher shall notify the Superintendent through the SAU #9 business office of his/her preference by the opening of the school year (APPENDIX C). Unless a teacher, individually, has made arrangements otherwise with the SAU #9 business office (APPENDIX C) by the above date, the teacher shall be paid in the same installments as the previous year, or in the case of a newly employed teacher, in 26 installments. When teachers elect to be paid their salaries in 26 installments, such teachers shall receive the balance of their salary in a lump sum on the last payment date in June.
- (C) The School Board reserves the right, on recommendation of the Superintendent, to hold a teacher on the same step or to withhold any additional salary increase, subject to Section E of this Article, if the teacher's performance falls below the professional standards of the School District, as measured in part by the established evaluation procedure. The teacher shall be notified by the Superintendent concerning a recommendation to withhold advancement and the reasons for the recommendation, all prior to the recommendation to the Board. The Board will make its decision and may, at its discretion, change its decision and place the teacher on step or reinstate any additional salary increase as of the date of its decision. No request for review will be received prior to November 1st, and any change in salary that results will not be retroactive.
- (D) Once employees are on schedule, they shall proceed annually to the next step in the assigned track until maximum is reached or until they qualify for another track, subject to ARTICLE 28 (D). When they qualify for another track, they shall proceed to the next track and also advance one step (assuming they are not at the maximum step when they move on to the new track). In September of each year, employees with the appropriate number of credits for a track change shall proceed to the appropriate track effective the beginning of that school year, provided that such employees affected submit proof of credits earned to the Superintendent by October 1st of the school year in which the track change is effective. During the remainder of the school year, one (1) additional track change shall be allowed and will become effective as of January 1st of that school year, provided the employee submits proof of credits earned or the equivalent to the Superintendent by February 1st of said school year, and provided that any employee anticipating a track change to be effective in September or January 1st, so notify the Superintendent in writing on or before December 1st of the school year prior to which the change is to become effective. To qualify for any of the "Bachelor Plus" tracks, the credits earned beyond a Bachelor Degree must be in the field of education or subject matter area. To qualify for the Master track, a Master Degree must be in the field of education or subject matter area. To qualify for a "Master-Plus" track all qualifying credits must have been approved by the Superintendent.

For the purpose of this article, 15 continuing education units shall be considered equal to one college credit effective July 1, 1999. All CEU's must have been approved by the Superintendent of Schools.

- (E) The Bartlett School District shall pay eligible teachers longevity payments commencing at the completion of the 10th year of service to the District. Service to the District must be continuous

service, though any approved leave or disability will not be considered a break in service. The longevity payment shall be \$1,000.00 commencing at the completion of the 10<sup>th</sup> year of service to the District. This direct compensation payment will be additional to the salary. Employees receiving longevity payments prior to 1997-98 will continue to receive longevity payments for as long as they are employed by the District.

- (F) The Bartlett School District shall pay teachers severance payment upon death, resignation, retirement, and/or layoff. The teacher shall be paid the \$20 per day for all unused, accumulated sick leave days to a limit of one hundred (100) days. In the case of the death of a teacher, severance payment shall be made to the employee's spouse or designated beneficiary.
- (G) The Bartlett School District shall pay teachers who are requested or required to work beyond the contractual number of days provided for in this Agreement, as follows: the per diem rate will continue to apply to any bargaining unit member who engages in duties related to their regular assignment. Payment for curriculum development and other committee work and training shall be at a rate of \$30.00 per hour. This stipulation shall not apply to bargaining unit members who are working on committees with teachers from other districts who are paid at a per diem rate. These members will continue to be paid on a per diem basis (186 days).
- (H) The District shall pay directly to the lender \$1,000 per year to reduce the principal of any teacher who has an outstanding student loan for their education; payment to be made at the end of September of the next teaching year. In order to receive this payment, the teacher must be employed by the District for the following school year. These payments can last for a period of five (5) years (\$5,000) or until the loan has been paid off, whichever comes first. This benefit applies to teachers hired after July 1, 2010.

#### ARTICLE 29

#### **RETIREMENT PROGRAMS**

- (A) **Retirement Incentive** – Effective July 1, 2001, a retirement incentive of 2.5% of the final year's salary for each year of employment up to a maximum twenty (20) years, will be offered to any Bartlett School District employee at the conclusion of the school year during which the employee reaches fifty-five (55) years of age or older. Any such retirement bonus must be applied for and submitted with a letter of resignation no later than December 1st of the school year of retirement.

#### ARTICLE 30

#### **CREDIT UNION, AND TAX SHELTERED ANNUITIES**

- (A) Employees electing payroll deduction for credit union shall notify the SAU #9 business office on the form provided and set forth in appendices (APPENDIX E) of this Agreement, for the necessary payroll authorization.
- (B) The purchase of tax sheltered annuities is possible for all full-time employees. Each employee wishing to purchase tax sheltered annuities must authorize the SAU #9 business office to withhold the premiums for the annuity from his/her salary.
- (C) **Computers for Staff** – The District will provide for payroll deductions for the purchase of personal computers for staff. The Association will contract with a company for the purchase of these computers. The company will bill the District monthly. Payment for computers must be

completed prior to the end of the current school year. The company must also agree to indemnify and hold the Board harmless from all claims against it for or on account of any deductions made from wages of an employee pursuant to this section of the agreement.

- (D) Payroll deductions shall be transferred on a bimonthly basis, providing the agency to which the dues deduction will be paid, bills the district on a bimonthly basis.

ARTICLE 31  
**ASSOCIATION DUES DEDUCTIONS**

- (A) Upon proper written authorization from the employee, the District agrees to deduct from the wages of the employee a sum certified as Association dues, which sum is to be deducted in equal amounts over twelve (12) pay periods beginning with the first pay period in October.
- (B) The Association agrees to indemnify and hold the Board harmless from all claims against it for or on account of any deductions made from wages of an employee pursuant to this section of the Agreement.
- (C) Dues Deductions - The Board agrees to deduct from the salaries of its teachers dues for the Bartlett Education Association (BEA), the NEA-New Hampshire (NEA-NH), and the National Education Association (NEA), as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Bartlett Education Association. Teachers requesting dues deduction shall do so on the form provided and set forth in appendices (APPENDIX D) of this Agreement, or by the vehicle provided by NEA-NH.

ARTICLE 32  
**MISCELLANEOUS PROVISIONS**

- (A) If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, by a tribunal or court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- (B) Any individual contract between the Board and an individual heretofore or hereafter executed shall be subject to and consistent with all terms and conditions of the Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- (C) This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be made and considered part of the established policies of the Board.
- (D) This Agreement may not be modified, in part or in whole, by the parties except by an instrument in writing, duly executed by both parties.

ARTICLE 33  
**REDUCTION IN FORCE**

The Bartlett School Board has the right to decrease the number of members of the bargaining unit because of a decrease in enrollment or the discontinuation or reduction of a program. The performance history of teachers, as recorded by the District's performance evaluation procedure will be used in making decisions regarding which teachers will be laid off within a teaching classification. In instances when evaluations are equivalent (not identical), seniority shall be the deciding factor. In such instances, reduction of force within a teaching classification shall occur in inverse order of total years of service in the District. Teachers with multiple certifications shall have the right to replace bargaining unit members with less seniority in a position for which he/she is certified to avoid a layoff.

For the purpose of this Article, the following teaching classifications shall be considered: K-2, 3-5, 6-8, (in grades 6-8, subject area consideration may be made).

During a three year period after a layoff due to a reduction in force, such members of the bargaining unit shall be renominated and reelected, in order of greatest seniority, to fill vacancies for which they are certifiable. Such renomination shall not result in the loss of credit for prior years of service, and all years of service shall be considered consecutive. Incremental steps shall not be given for the layoff period unless the bargaining unit member teaches full time at another district during that period. Teachers unemployed under this clause shall be given preference on substitute lists in the District. Any bargaining unit member to be laid off will be given notice of the reduction in force on or before March 31st of the year prior to the reduction taking effect.

An updated seniority list shall be provided to the President of the Association at the beginning of each school year.

ARTICLE 34  
**DURATION OF THE MASTER AGREEMENT**

(A) Duration - The provisions of this Master Agreement will be effective as of July 1, 2010, and will continue and remain in force and effect until June 30, 2012, at which time this contract terminates, subject to the Association's right to negotiate a successor Master Agreement. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date so indicated. This Agreement constitutes the entire Agreement between the parties. Unless otherwise provided for in this Master Agreement, during the term of this Agreement, neither party will be obligated to bargain or negotiate with respect to any subject or matter covered in said Agreement, or with respect to any subject of matter lawfully subject to collective bargaining.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and caused this Agreement to be executed by their duly authorized President and Chairperson.

BARTLETT EDUCATION ASSOCIATION

By /s/ \_\_\_\_\_  
President, BEA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

BARTLETT SCHOOL BOARD

By /s/ \_\_\_\_\_

Chairperson, Bartlett School Board

---

Date

---

Witness

**BARTLETT SCHOOL DISTRICT**  
**APPENDIX A1**  
**SALARY SCHEDULE**  
**2010-11**

<b>STEP</b>	<b>BA</b>	500 <b><u>B+9</u></b>	500 <b><u>B+18</u></b>	375 <b><u>B+24</u></b>	375 <b><u>B+30</u></b>	550 <b><u>MA</u></b>	550 <b><u>M+18</u></b>	550 <b><u>CAGS/M+36</u></b>	550 <b><u>M+48</u></b>	550 <b><u>PhD/M+60</u></b>
1	28,000	28,500	29,000	29,375	29,750	30,300	30,850	31,400	31,950	32,500
2	29,500	30,000	30,500	30,875	31,250	31,800	32,350	32,900	33,450	34,000
3	31,000	31,500	32,000	32,375	32,750	33,300	33,850	34,400	34,950	35,500
4	32,500	33,000	33,500	33,875	34,250	34,800	35,350	35,900	36,450	37,000
5	34,000	34,500	35,000	35,375	35,750	36,300	36,850	37,400	37,950	38,500
6	35,500	36,000	36,500	36,875	37,250	37,800	38,350	38,900	39,450	40,000
7	37,000	37,500	38,000	38,375	38,750	39,300	39,850	40,400	40,950	41,500
8	38,500	39,000	39,500	39,875	40,250	40,800	41,350	41,900	42,450	43,000
9	40,000	40,500	41,000	41,375	41,750	42,300	42,850	43,400	43,950	44,500
10	41,500	42,000	42,500	42,875	43,250	43,800	44,350	44,900	45,450	46,000
11						45,300	45,850	46,400	46,950	47,600
12						46,800	47,350	47,900	48,450	49,000

All bargaining unit members who have been on the top step of their column for one or more years shall receive an increase equal to \$2,700 for the 2010-11 school year.

**BARTLETT SCHOOL DISTRICT  
APPENDIX A2  
SALARY SCHEDULE  
2011-12**

<b><u>STEP</u></b>	<b><u>BA</u></b>	500 <b><u>B+9</u></b>	500 <b><u>B+18</u></b>	375 <b><u>B+24</u></b>	375 <b><u>B+30</u></b>	550 <b><u>MA</u></b>	550 <b><u>M+18</u></b>	550 <b><u>CAGS/M+36</u></b>	550 <b><u>M+48</u></b>	550 <b><u>PhD/M+60</u></b>
1	28,500	29,000	29,500	29,875	30,250	30,800	31,350	31,900	32,450	33,000
2	30,000	30,500	31,000	31,375	31,750	32,300	32,850	33,400	33,950	34,500
3	31,500	32,000	32,500	32,875	33,250	33,800	34,350	34,900	35,450	36,000
4	33,000	33,500	34,000	34,375	34,750	35,300	35,850	36,400	36,950	37,500
5	34,500	35,000	35,500	35,875	36,250	36,800	37,350	37,900	38,450	39,000
6	36,000	36,500	37,000	37,375	37,750	38,300	38,850	39,400	39,950	40,500
7	37,500	38,000	38,500	38,875	39,250	39,800	40,350	40,900	41,450	42,000
8	39,000	39,500	40,000	40,375	40,750	41,300	41,850	42,400	42,950	43,500
9	40,500	41,000	41,500	41,875	42,250	42,800	43,350	43,900	44,450	45,000
10	42,000	42,500	43,000	43,375	43,750	44,300	44,850	45,400	45,950	46,500
11	43,500	44,000	44,500	44,875	45,250	45,800	46,350	46,900	47,450	48,000
12	45,000	45,500	46,000	46,375	46,750	47,300	47,850	48,400	48,950	49,500

All bargaining unit members who have been on the top step of their column for one or more years shall receive an increase equal to \$2,700 for the 2011-12 school year.

**APPENDIX B**

**BARTLETT SCHOOL DISTRICT**

**PROFESSIONAL EMPLOYEE CONTRACT**

Agreement made \_\_\_\_\_, 19\_\_\_, by and between the Bartlett School Board, hereinafter called the Board, and \_\_\_\_\_, hereinafter called the Employee.

In consideration of the covenants contained herein, the parties mutually agree:

1. That the Bartlett Board will employ the Employee for the ensuing year from \_\_\_\_\_ to \_\_\_\_\_, in the following position \_\_\_\_\_, at an annual salary of \$\_\_\_\_\_ to be paid in such installments commencing \_\_\_\_\_ as agreed to in the contractual Master Agreement between the Bartlett School Board and the Bartlett Education Association.
2. That this employee agrees to teach grade(s) \_\_\_\_\_ in the subject(s) \_\_\_\_\_.
3. That the employee agrees to work for the Bartlett Board for said period and agrees to conform to and carry out all the laws, rules, and regulations pertaining to the conduct of the schools and employees, and such other laws, rules, and regulations as may be enacted during the term of this agreement.
4. That this contract is intended to cover \_\_\_\_\_ + \_\_\_\_\_ school days and any and all adjustments in compensation which may be made because of absence for whatever reason, or for additional duty assignments will be computed at a daily rate of pay based on \_\_\_\_\_ school days.
5. That the Employee may be assigned only to such positions as the Employee is qualified and certified by the State Board of Education to occupy.
6. That the Bartlett Board may, without liability, terminate this contract in accordance with the New Hampshire Revised Statutes Annotated, Chapter 189:13, 31, 32, with any amendments thereto, and all other statutory provisions pertaining to the regulations between the Bartlett Board and the Employee, and this contract shall become void, subject to appeal, if the Employee is removed by the Superintendent or if the Employee's certificate, license, or permit is revoked by the Commissioner of Education.
7. That the contract is void unless the Employee holds a valid credential to work in the position for which he/she has been employed and in which he/she is working.
8. That this contract must be signed by the Employee and returned to the SAU #9 office not later than \_\_\_\_\_ of the year in which the contract is to commence; otherwise the contract will be deemed to be null and void.



9. That all rules and regulations as adopted by the Bartlett Board pertaining to employees are hereby incorporated by reference and made a part hereof, and the Employee accepts the responsibility of being conversant with said rules and regulations.
10. That the Employee will comply with Bartlett Board policy relating to physical examinations and will submit the necessary evidence as required.
11. That, if this contract is to be terminated, either in full or in part, the Employee wishing to terminate this contract and to resign shall give thirty (30) days written notice to the Chairperson of the Bartlett School Board.
12. That, in the case that the Employee will not be returning the following year, the Employee shall notify the Superintendent of Schools, if possible by July 1st.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the day and year first above written.

By \_\_\_\_\_  
Employee

By \_\_\_\_\_  
Chairperson, Bartlett School Board

**APPENDIX C**

**BARTLETT SCHOOL DISTRICT**

**AUTHORIZATION FOR SALARY PAYMENT PLAN**

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Payroll Department, SAU #9

I hereby request and authorize the Payroll Department, SAU #9, to divide my salary into the number of equal payments so checked below:

( ) 22 Payments

( ) 26 Payments (Last paycheck in June to contain six (6) payments).

Note: If this authorization is not received by the Business Office of the Superintendent of Schools, SAU #9, by the beginning of the school year, then the teacher shall be paid in the same installments as the previous school year, or in the case of newly employed teachers, in 26 installments.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX D**

**BARTLETT SCHOOL DISTRICT**

**AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

TO: Disbursing Officer, \_\_\_\_\_ School Board

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated below in twelve equal biweekly payments commencing with the first pay period in the month of October for all or part of the current school year and for the succeeding school years.

I understand that the disbursing officer will discontinue each deduction only if I file such notice of withdrawal prior to June 1st preceding the September 1st of the year in which such deductions are to cease.

I also agree that, upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the School Board and all its officers from any liability therefrom.

I designate the Bartlett Education Association (BEA) to receive all dues and distribute them to the organizations indicated.

***NEA-NH	\$ _____
***NEA	\$ _____
BEA	\$ _____
Other	\$ _____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\*\*\*Rates are not available at this time, so please check the dues you wish. Remember, one must join all organizations or none.

**APPENDIX E**

**BARTLETT SCHOOL BOARD**

**AUTHORIZATION FOR CREDIT UNION DEDUCTIONS**

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

TO: Disbursing Officer, \_\_\_\_\_ School Board

I hereby request and authorize the above-named disbursing officer to deduct from my earnings the following amount from each biweekly pay period starting with the pay period date indicated below. Such money deducted will be transferred directly and promptly to the credit union named below, or if none is so indicated, then to the credit union retained by the District.

Amount Deducted \$ \_\_\_\_\_

Starting Date \_\_\_\_\_

Credit Union \_\_\_\_\_

The deducted amount requested above will be automatically deducted from each biweekly pay period until such formal written notice is initiated and received by the School District indicating the desire to terminate the credit union deduction.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX F**

**BARTLETT SCHOOL DISTRICT**

**AUTHORIZATION FOR PARTICIPATION IN THE ILLNESS LEAVE BANK**

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Illness Leave Bank Administrative Committee

I hereby request and authorize the Illness Leave Bank Administrative Committee (Administrative Committee) to deduct one (1) day from my personal accrued illness leave, as I wish to participate for this contract year in the Illness Leave Bank plan. I understand that this donated day shall become part of the accrument of days of the Illness Leave Bank. I understand that the donation of this one (1) day to the Illness Leave Bank plan is final and not returnable.

I understand that participation in the Illness Leave Bank plan is governed by the following provisions:

- (1) Participation in the Illness Leave Bank plan is optional.
- (2) Teachers wishing to participate in the Illness Leave Bank plan shall commit to participation in the plan with this instrument.
- (3) Participation in the Illness Leave Bank plan must be initiated by the completion and submission of this instrument by the teacher to the Administrative Committee.
- (4) Continued year to year participation in the Illness Leave Bank plan shall be maintained only by yearly completion and submission of this instrument by the teacher to the Administrative Committee.
- (5) This instrument shall be submitted to the Illness Leave Bank Administrative Committee no later than October 1 of each contract year.
- (6) That application for benefits available from the Illness Leave Bank plan must be made in writing to the Illness Leave Bank Administrative Committee.

By my signature below, I signify my wish to participate in the Illness Leave Bank plan, and that I understand the above and all the provisions of the Illness Leave Bank (ARTICLE 23) plan as made under the Master Contractual Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX G**

**BARTLETT SCHOOL DISTRICT  
GRIEVANCE REPORT  
(For use at Steps 2 and 3)**

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Home Address \_\_\_\_\_ Tel. No. \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Name of Supervisor \_\_\_\_\_ School Tel. No. \_\_\_\_\_

Date of alleged violation or misapplication \_\_\_\_\_

Article of the Agreement allegedly violated \_\_\_\_\_

Statement of the grievance \_\_\_\_\_  
\_\_\_\_\_

Nature and extent of the injury or loss involved \_\_\_\_\_  
\_\_\_\_\_

Results of previous discussions of the grievance and dissatisfaction with decisions previously rendered  
\_\_\_\_\_

Remedy sought \_\_\_\_\_

\_\_\_\_\_  
Signature - Association Rep. Present

\_\_\_\_\_  
Signature - Grievant

Disposition by:  
Supervisor  
Superintendent

Date answered \_\_\_\_\_

\_\_\_\_\_  
Supervisor/Superintendent of Schools

Grievance settled on the basis of Supervisor's/Superintendent's answer

Grievant \_\_\_\_\_