

2009-2011 Contract

An agreement between the

Blount County Board Of Education



And the

Blount County Education Association



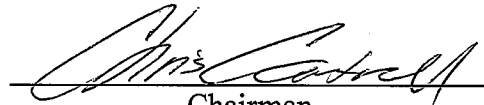
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Article I: Preamble

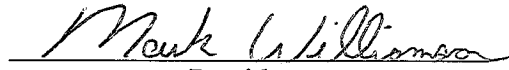
This Agreement is made and entered into on this **5th day of February, 2009** by and between the Blount County Board of Education, hereinafter called the "Board" and the Blount County Education Association, hereinafter called the "Association".

Signed:

A handwritten signature in cursive script, appearing to read "Mr. Carroll", is written over a horizontal line.

Chairman

Blount County Board of Education

A handwritten signature in cursive script, appearing to read "Mark Williamson", is written over a horizontal line.

President

Blount County Education Association

Article II: Recognition

- A. The Board hereby recognizes the Blount County Education Association, an affiliate of the Tennessee Education Association and National Education Association, as the exclusive representative for the purpose of collective negotiations and grievances of all professional employees employed by the Board, but excluding those designated by the Board as "management personnel" pursuant to TCA 49-5-608.
- B. Definitions – as used throughout this contract the following definitions shall apply:
1. Regular Teacher – a teacher who is hired by the posting/contract process as agreed to in Article X.
 2. Late Hire Teacher – a teacher who is hired after the beginning of the school year to fill a position that is newly created or vacated due to death, retirement, resignation, termination, transfer. This position shall be posted at the end of the school year.
 3. Interim Teacher – a person who is hired from date certain to date certain to take the place of another teacher who is on leave of absence.
 4. Vacancy – a position that is vacated due to death, retirement, resignation, termination, transfer, long term leave of more than one year, or a newly created position.
 5. Day – the term *day* shall mean Monday through Friday, excluding holidays. In Article X, day is defined as a calendar day for job postings only.
 6. A regular teacher or a late hire teacher is to be assigned a seniority number.
 7. An interim teacher is not eligible for a seniority number.
 8. Part-time certified employee - Any certified employee working less than 60% of each week.
 9. Full-time certified employee - Any certified employee working 60% or more of each week.
 10. Job sharing – the division of a regular position into two halves. Job sharing employees are not eligible for full time benefits.

Article III: Management Rights

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school system to the extent authorized by law.

Article IV: Association Rights

The Board of Education and the BCEA recognize that it is in the best interest of the community to work as a partnership. The Board recognizes the BCEA as the exclusive representative and agent of the professional educators of Blount County. In addition to negotiation rights, this grants the Association other specific rights which are outlined below:

- A. Use of Facilities – the Association (BCEA) shall have the right to use building and facilities at reasonable times and hours for Association meetings outside the working day, provided this will not interfere with or interrupt normal school procedures. Such use will be scheduled and approved in advance by the building principal. When special custodial services are required, the Board will charge the Association for the actual charge involved. The Association agrees to indemnify and hold the Board harmless of and from any damage or cost or repair arising out of Association use.
- B. Communications – the Association shall have the exclusive right to post notices of activities and matters of Association concern on a bulletin board in each school. This bulletin board will be in an area common to all teachers, and will be provided at the beginning of each school year. Notices shall be initialed by an Association official and may have a removal date. The Association agrees to use discretion in posting materials of a political or controversial matter. The Association shall have the exclusive right to use the employee regular and electronic mail boxes for communication. No other organization shall be permitted to contact Blount County Board of Education Employees in these fashions. All materials presented to, posted to, or emailed to, Blount County Board of Education employees on school property by any other organization proposing to represent educators in Tennessee is prohibited, and shall be removed.
- C. Faculty/Employee Meetings – the Association shall have the exclusive right to present information at faculty meetings and Board sponsored activities. No other organizations proposing to represent educators in Tennessee shall be permitted to contact, in any fashion, faculty members at faculty meetings, system wide meetings, or any other Board sponsored activity. Local education administrators shall be expected to remove from Board property any persons proposing to represent educators in Tennessee who attempt to circumvent this Article. Building principals shall provide at least, but not limited to, five (5) minutes at every faculty meeting for Building Representatives to present Association business to members. In addition, principals shall provide the Association with a mutually agreed upon meeting time at the beginning of each school year for the purpose of beginning of the year presentations. At any other time of year, the Director of Schools may grant requests for additional meetings at the school level.
- D. Access to Members – duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property provided that he/she has permission of the building principal and that this shall not interfere with the normal school operation.
- E. Board Meetings – the Board shall provide the Association with time to speak at all

regularly scheduled Board meetings. The Board shall place on the agenda of all Board meetings for consideration any matters brought to it by the Association, provided that such matters are made known to the Director within the time limits prescribed by Board policies.

- F. Release Time – upon request by the President of the BCEA, a one-year leave of absence shall be granted to the executive officer elected by the Association. This leave of absence shall be the same as is granted for educational, health, etc. leave as outlined in TCA 49-5-702--49-5-713 and 49-5-504.

Recognizing that the TEA President serves as an educational ambassador for the entire state, if an Association member is elected to serve as TEA president, a leave of absence comparable to the term to be served shall be granted.

Up to 100 additional days shall be granted to the Association to be used by its members for each school year non-accumulative. Up to 20 of these may be used in half-day increments. A request from the President for such release time shall be in writing, dated no later than five (5) days before the start of such leave (when possible). Requests may be faxed. Notification to the principals shall be required. Such leave days shall be at Association expense. Additional days may be granted by the Director if needed.

Persons granted Association leave shall not be required to use personal and/or sick leave for these days.

- G. Exclusivity – no other organization claiming to represent educators shall be granted the rights as described in any portion of Article IV.

Article V: Payroll Deductions

- A. Authorization – upon receipt of a yearly authorization list from the Association, the Board shall make deductions for dues and political action contributions.
- B. Regular Deductions – the Board shall deduct one-sixteenth of the total dues from the regular salary check of the employee each month for eight months, beginning November and ending in June of each year.
- C. Pro-Rated Deductions – deductions for employees authorizing dues deductions after the date of the commencement of the deductions as in Item B of this article shall be appropriately pro-rated to complete payments by June.
- D. Termination of Teacher – any employee who authorizes payroll deductions of dues and subsequently terminates employment prior to the final deduction shall have the remaining balance deducted from his/her final paycheck. The Association shall yearly notify the membership of this agreement.
- E. Transmission of Dues – with respect to all sums deducted by the Board, the Board shall remit to the Association, within fifteen (15) calendar days, the total amount deducted. The Association agrees to advise the Board of all members of the Association in good standing, when requested by the Board, and to furnish information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- F. Duration – authorization for dues deduction by an employee shall continue in effect from year to year unless revoked in writing to the Blount County Education Association and the business office of the school system before September 1 of any new school year.
- G. Contributions – upon appropriate written authorization from the employee, the Board shall deduct from the salary of any professional employee and make appropriate remittance to the specified organization of additional contributions and/or donations for insurance, United Way, tax shelters, and credit union contributions.
- H. Save Harmless Clause – the Association shall indemnify the Board and hold it harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of, any action taken by the Board for the purpose of complying with the Dues Deduction section of this article.

Article VI: Grievance Procedure

A. Definitions

1. A *grievance* shall mean any claim by a member of the bargaining unit or the Association that there has been violation or misinterpretation of this agreement.
2. The term *day* shall mean Monday through Friday, excluding holidays.

B. Procedures

Step. 1: The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor (this being the building principal for teachers and the appropriate supervisor or other person designated by the Director for principals) to resolve problems through free and informal communications. In the event that an employee believes there is a basis for grievance, he or she shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by an Association representative, within ten (10) days after public knowledge of the event giving rise to the grievance. If as a result of the informal discussion with the immediate supervisor, a grievance still exists, the following formal grievance procedure may be invoked by the aggrieved on the form as set forth in the Appendix D, signed by the grievant and a representative of the Association.

Forms shall be available from the Association representative in each building and/or the principal in the school office, or the Association office. They are also included in Appendix D. A log containing the official grievance numbers will be maintained at the Director's office.

Step 2: Within five (5) days after the informal conference, the aggrieved may present the grievance in writing on the official grievance form to the immediately involved supervisor who will arrange for a meeting to take place within five (5) days. The grievant, the Association representative, if requested, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written decision, including the reasons for the decision.

Step 3: If the grievance is not resolved at Step 2, the Association may refer the grievance to the Director within five (5) days after the receipt of the Step 2 answer. The Director shall arrange, with the Association representative, a meeting to take place within five (5) days of the receipt of the appeal. Each party shall have the right to call such witnesses and have present such representatives, as it deems necessary. If being called as a witness necessitates that a teacher be away from his or her regularly assigned position, the expenses of a substitute shall be born by the losing party. Within five (5) days after the meeting, the Association and grievant shall be provided with the Director written decision, including the reasons for the decision.

Step 4: If the grievance is not resolved at Step 3, the Association may request a

review by the Blount County Board of Education within five (5) days after the Association received the written decision of the Director. The request shall be made to the Director. The request to the Board shall be in writing by the Director within five (5) days after receiving the written grievance from the Association. The Director shall attach all related documents and forward the request to the Chairman of the Blount County Board of Education. The Board shall review the case and shall hold a hearing with the Association. The time of the hearing shall be within five (5) days of receipt of such request. A decision shall be rendered in writing within ten (10) days of the hearing. Copies of the decision, including the reasons for the decision, shall be presented to the grievant and the Association.

Step 5: If the Association is not satisfied with the decision of the Board, within fifteen (15) days after receipt of the Board's decision it may ask for arbitration using AAA arbitrators and procedures, the arbitrator's decision to become final and binding. The arbitrator chosen shall be commissioned to hear the dispute and shall operate under the following guidelines:

1. The Arbitrator's consideration shall be limited to the terms of the Contract.
2. The Arbitrator shall have no jurisdiction over any dispute not deriving from the specific terms of this Contract.
3. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator, which was not previously disclosed to the other party in the prior steps of the grievance procedure.
4. The Arbitrator shall have no power to alter the terms of this Contract.
5. The Arbitrator is empowered to advise the parties to award reinstatement, financial reimbursement, and/or remedies.
6. The fees and expenses of the Arbitrator will be split equally by the parties.

- C. Advanced Step Filing – if the grievance does not involve the immediate supervisor, Steps 1 and 2 of the grievance procedure may be bypassed and the grievance brought directly to Step 3.
- D. Filing the Materials – all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and shall not be forwarded to or alluded to in any communication between the administration and a prospective employer.
- E. No Reprisals – no reprisal shall be taken by the Board or Administration against an employee because of his or her participation in a grievance or negotiations.

Article VII: Salaries and Wages

- A. Salary Schedule – the Board shall adopt a salary schedule which reflects a base salary of \$32,115 on the current index for 2008-2009 school year. It is the goal of the Board and the BCEA to provide a 3% raise on the base salary for the 2009-2010 school year. The Board and BCEA will develop a plan to add additional steps in the future. If the budget is not fully funded by the county commission, this article will be renegotiated.
- B. Placement on Salary Schedule
 1. Adjustment to Salary Schedule
 - a. Each teacher shall be placed on his or her step of the salary schedule.
 - b. In order to retain and recruit high quality educators, a joint committee of representatives of the Blount County Board of Education and the BCEA will gather, analyze, and assimilate data from internal and external sources on salary, supplements, and benefits for the purpose of securing equitable and competitive salaries and benefits in future years. The Board and the BCEA will each appoint four (4) representatives to produce a notebook or journal on administrator supplements, coaching and other supplements and benefits for the purpose of comparing and analyzing data with possible alternatives, These notebooks will be presented to the Board and BCEA negotiators. Every effort should be made to have this information available by the end of February 2008.
 2. Pay Periods
 - a. Each teacher shall be paid in twenty-four equal installments.
 - b. Pay day will be on the 15th and 30th of each month, except in February when payday will be on the 15th and the last working day of the month.
 - c. In the event that the 15th or 30th does not fall on a working day, checks shall be distributed on the last working day prior to the 15th or 30th.
 - d. All checks shall be distributed in a secure and confidential manner.
 - e. Pay periods will begin on August 15 of each school year.
 - f. All new teachers hired on or before July 24 and completing the new teacher orientation by July 25 will receive their first payroll check on August 15. All new teachers hired after July 24 and completing the new teacher orientation by August 4 will receive their first check on August 30. Those salaries affected will be divided by 23 pay periods instead of 24. Beginning August 1 of the following year their salary would be divided by 24 pay periods, which could result in a decrease in the pay period amounts.
 - g. All coaching and school supplements will be paid in 23 increments instead of 24. All lists of coaching positions sent in by the principals would need to reach the payroll department no later than August 18 in order for the supplements to be added to the August 30th check.

3. Summer Checks – summer checks shall be mailed to the address designated by the teacher.

C. Supplemental Pay Schedules – the supplemental pay schedules are attached to and incorporated into this Agreement and are set forth in Appendices A and B. Payments of supplemental salaries shall be according to the provisions that are currently in force as of the effective date of this agreement.

D. Retirement Incentive

1. The Blount County Board of Education shall provide a retirement incentive of \$12,000 for all employees who are or shall become fully eligible under the provisions of the Tennessee Consolidated Retirement System (age 60 or 30 years of service) and who have the last 10 consecutive years of service in Blount County, and who request retirement on or before June 15, 2008. A retirement incentive of \$12,000.00 shall be paid by December 31st following the preceding June 30th fiscal year end.

Article VIII: Insurance

- A. The Board shall, at no cost to the employee, provide all full-time certified personnel with health insurance coverage. In the event employees become dissatisfied with the local insurance plan, by a vote of at least 50% + 1, and pending state approval, all Blount County certified employees shall become members of the State Insurance Program.
- B. The Board shall provide **\$526.70** per month payment per qualified, certified employees for dependent insurance coverage, hospitalization, and major medical. Any additional funds earmarked for insurance by the state shall be added to this amount.
- C. The Board shall, at no cost to the employee, provide full-time certified personnel with dental insurance coverage.
- D. The Board shall provide, at the employee's expense, dependent coverage for eligible dependents of the employee for dental coverage.
- E. Any professional employee who retires under full benefit provision, (age 60, or 30 years of service, and the last 10 consecutive years of service with Blount County), shall have their personal health insurance benefits continued until eligible for Medicare and shall have the option of purchasing dependent insurance. In addition, any employee retiring under the same provision shall have a \$10,000 personal term life insurance policy paid until age 65. Dental insurance shall be paid for retirees under the same provisions.
- F. The Board shall provide, at no cost to the employee, term life insurance that is equal to the affected employee's current annual salary to the nearest \$1,000 with a maximum of \$50,000 and a minimum of \$6,000.
- G. In the event any changes are made in the benefits as they exist as of the effective beginning date of this agreement, the Administration shall immediately notify all teachers in writing of such changes.

Article IX: Seniority

A. Definition

1. Seniority shall be defined as the length of a teacher's continuous service in the Blount County School system beginning on the first day of service as a regular or late hire teacher. Interim teachers and teachers that hold an alternative license shall not be eligible for a seniority number.
2. Seniority shall accrue during authorized leaves of absence and periods of lay-off until a position is offered. Once a position has been offered to a laid-off employee and that position is rejected, seniority will no longer accrue.
3. Teachers employed with BOEC during the 1983-84 school year shall be granted seniority in accordance with years of continuous service with BOEC and/or the Blount County School System.

B. Seniority List

1. A seniority list in order from highest to lowest for all certified employees receiving benefits shall be prepared, provided to the Association, and posted on the office bulletin board of each school by March 1. Seniority shall be based on actual date of hire. In the event more than one teacher has the same seniority date of hire, those teachers' positions on the list shall be determined by random selection. Five (5) days notice of the time and place of the random selection procedure will be given to Association.
2. A separate seniority list shall be prepared, provided to the Association, and posted on the office bulletin board of each school by March 1 for all part-time certified employees (defined as certified employees not receiving the benefit package). All part-time certified employees not receiving the benefit package will be considered equal regardless of number of days worked during regular school year. In the event that more than one part-time teacher has the same seniority, those teachers' positions on the list will be determined by random selection.
3. When a part-time employee becomes full time that employee shall be placed on the full time seniority list at one half the number of years credited on the part-time list at the bottom of the list for that seniority year.
4. When a full-time employee becomes part-time, that employee shall be placed on the part-time seniority list at two times the number of years credited on the full time list at the bottom of the list for that seniority year.

- C. Date-of-Hire List – a date-of-hire list will be kept showing the original date of hire for each full and part-time professional employee.

Article X: Voluntary Transfers

*For the purpose of this article, day will be defined as *actual calendar day*. Calendar day only applies to Article X.

A. Vacancies Occurring During the School Year

1. All vacant positions that occur after the first day teachers report of each school year will be filled with a late hire teacher. Regular hire teachers are not eligible to fill late hire positions that occur during the school year. Any such vacant positions will be posted prior to the next succeeding school year and filled by a regular hire employee.
2. Vacancies occurring during the school year that are to be filled with a late hire employee will be posted for 10 calendar days prior to the next succeeding school year on the Blount County Schools website, the official bulletin board at each school, at the Central Office and mailed to the Association. Notices shall contain the beginning date of the posting, school, description of the position, certification required, name of the person to whom the application is to be returned, and the 10 calendar day posting deadline. If the posting ends on Saturday or Sunday, the deadline will be extended until the close of business on Monday.

B. Vacancies Filled During the Summer Prior to the Beginning of the School Year

1. Known notices of vacancies for the upcoming school year will be posted by May 30 for 10 calendar days on the Blount County Schools website, the official bulletin board at each school, at the Central Office and mailed to the Association. Notices shall contain the beginning date of the posting, school, description of the position, certification required, name of the person to whom the application is to be returned, and the 10 calendar day posting deadline. The Director of Schools will give notice as far in advance as possible and practical. The vacancies will be filled no later than fifteen (15) calendar days after the posting deadline. All applications shall be made on the appropriate transfer form.
2. The posted vacancy shall be in the certification area as indicated by the building level administrator except in cases that deal with the reduction in staff.

C. Vacancies Occurring Due to School Moving into a New Building

1. Faculty and students move together to the new building.

2. If programs/classes change locations due to the new building, teachers are moved to the new location of the programs/classes and the positions are not posted.
 3. New teaching positions added to the school because of growth will be filled according to sections A or B above.
- D. Vacancies Occurring From New School Built and Merging Staffs
1. Teacher vacancies at a newly built school will be filled proportionally to the number of students sent to the new school from the affected schools.
 2. Teachers from the merging schools interested in transferring to the new school will complete an appropriate transfer form developed just for those merging staffs. The transfer request will follow the 10-calendar day posting deadline.
 3. After the initial transfers from the merging staffs, remaining vacancies will be posted system-wide according to sections A or B above.
- E. Criteria for Selection of Applicant – in the event two or more teachers apply for the same position, all the following criteria shall be considered equally:
1. Qualifications and experience of the applicants
 2. Seniority
 3. Considerations dictated by the State and Federal Legislation
 4. The welfare of the students affected, with a written explanation for justification of the use of this criteria being sent to the Director of Schools and the affected teacher.
- F. Notification of Action Taken – any certified applicant who is not granted a transfer to a specific available position shall be provided, upon request, a written statement of the reasons for the decision.
- G. Application Removal Date - all applications for transfer will be removed from the active files on October 1 of each year.

Article XI: Involuntary Transfers/Reassignment

- A. Involuntary transfers occur when a teacher is assigned to a different school (school number). Notification will be given to the teacher as soon as possible.
- B. Reassignments occur when a teacher is moved to a different assignment in the same building (school number). Notification shall be given to the teacher as soon as possible.
- C. Notification of Reasons – an involuntary transfer or reassignment shall be made only after a meeting between the teacher and the Director of Schools and/or his or her designee at which time the teacher shall be informed of the reasons for the transfer or reassignment.
- D. Criteria – no teacher shall be involuntarily transferred or reassigned for arbitrary or capricious reasons. In those situations where an involuntary transfer or reassignment is deemed necessary, the Director of Schools and/or his or her designee shall use all the following criteria equally to determine the teacher to be transferred or reassigned.
 - 1. Qualifications and experience in the affected area of employment.
 - 2. Seniority.
 - 3. Considerations dictated by State and Federal Legislation.
 - 4. The welfare of the affected students with a written explanation for justification of the use of this criteria being sent to the Director of Schools and the affected teacher.

Article XII: Lay-Off and Recall

- A. Lay-Off – when the Board determines that a teacher or teachers must be laid-off in grades PreK- 6, the individuals with the least seniority in the system assigned to grades PreK - 6 shall be laid off.

When the Board determines that a teacher or teachers must be laid-off in grades 7-12, or areas requiring special certification, the individuals with the least seniority in the system assigned in the affected areas as determined by the Director shall be laid-off. A teacher being laid-off who is certified for another area may displace the teacher in such area within the system with the least seniority. In all cases, the administration shall reassign personnel to fill the vacancies.

B. Recall List

1. The recall list shall be composed of laid-off teachers. A teacher shall remain on the recall list as long as he or she notifies the Director, in writing, by April 1 of each school year that he or she continues to be available for employment.
2. Teachers on the recall list shall be given consideration for vacancies as they arise, with a laid-off teacher to be recalled to the first available vacancy for which the teacher is certified with the senior teacher being recalled for such vacancy first.
3. A laid-off teacher may reject the first offered position and still retain his or her position on the recall list. After rejecting the first offer, the laid-off teacher's seniority will not continue to accrue.

Article XIII: Sick Leave

A. Sick leave for all full-time regularly employed certified personnel shall be in accordance with the provisions of Tennessee Code Annotated 49-5-710 and the Rules, Regulations, and Minimum Standards, 2002-2003 and shall be reported to each employee as accurately as possible from the computerized sick leave records in the Central Office. This shall be provided two times per year, or upon request from school secretary in charge of employee attendance. Sick leave may be taken in one-half (1/2) day increments, ten days per year, per teacher, provided a substitute can be obtained.

The Board shall provide ten (10) additional sick leave days for all certified employees. If these local sick leave days are unused upon retirement (60 years of age and/or 30 years of service), the Board shall pay the teacher at a rate of \$100.00 for each unused day of local sick leave. The local sick leave days shall be subject to the following conditions:

1. Sick leave days may be used for any reason for which State sick days may be used.
2. The sick days shall not be cumulative from one year to another.
3. The sick days shall be used only after all accumulated State sick days are exhausted.

In addition, \$500.00 will be given to any teacher who retires under the provision of the Tennessee State Retirement System.

B. Sick Leave Bank – the Board and Association agree to establish a sick leave bank as provided for in T.C.A. 49-5-801 through 49-5-810.

Article XIV: Personal and Professional Leave

- A. The Board shall grant each employee two (2) days of personal leave as provided for in T.C.A. 49-5-711.
- B. Employees with five (5) or more years of continuous service with Blount County Schools shall be granted one (1) additional day of personal and /or professional leave.
- C. Employees with ten (10) or more years of continuous service with Blount County Schools shall be granted two (2) additional days of personal and/or professional leave.
- D. Employees with fifteen (15) or more years of continuous service with Blount County Schools shall be granted three (3) additional days of personal and/or professional leave.
- E. State leave days may be used only after local leave days are exhausted.
- F. Any remaining unused State personal leave will be transferred to sick leave as per State law. T.C.A. 49-5-711
- G. If the locally provided personal leave days are not used, the Board will pay the teacher \$45.00 for each unused locally provided day at the end of the school year.

Article XV: Temporary Leave of Absence for Tenured Teachers

- A. Sabbatical Leave – a certified teacher may request and shall receive a year of non-paid sabbatical leave every seven (7) years for study, including study in another area of specialization for travel, or for other reasons of value. Requests must be made in writing to the Board of Education and approved by July 1 prior to the requested leave year. The teacher will retain his or her seniority number. The employee must be responsible for financially maintaining his or her insurance.
- B. Recuperation of Health – a leave of absence without pay up to two (2) years shall be granted to an employee upon application, for the purpose of recuperation of health. The employee must be responsible for financially maintaining his or her insurance.
- C. Educational Leave – a leave of absence without pay up to two (2) years shall be granted to an employee upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. The employee must be responsible for financially maintaining his or her insurance.
- D. Jury and Legal – any employee called for jury duty during school hours shall be provided such time with no loss in pay or benefits. Any fees or remuneration the employee receives during such leave shall be turned over to the Blount County School System.

Article XVI: Committee Activities

- A. Association representation may be sought by the Director by consultation with the Association President when the Director feels system-wide committees would benefit from Association representation. The Board and the Association agree that such appointed committees serve as advisory, consultative, and in a fact-finding capacity only, and that failure to place any of the committee's recommendations into effect shall not constitute the basis for a grievance.
- B. During the term of this Agreement, the Board agrees that committees established with a minimum of one (1) per year to study employee evaluation, in-service education and curriculum, shall contain Association representatives selected by the Association. The Association shall have no fewer representatives than those designated by the Board. If the scope of said committee is limited to a particular subject area such representatives shall be experienced in such subject area. Each committee shall elect its own chairperson.

Article XVII: Assault

- A. For the purposes of this article, assault is defined as a violent and/or physical attack, or verbal/written threat, or an attempt thereof.
- B. Any employee who is assaulted during the school day shall be granted leave for the remainder of the day, without loss of sick or personal leave, and shall be provided with a packet of information including, but not limited to:
 - 1. All necessary reporting forms
 - 2. Information about the Employee Assistance Program
 - 3. Information regarding obtaining legal counsel
- C. Any employee who is absent from assigned duties as a result of personal injury, caused by physical assault or other violent criminal acts committed in the course of the teacher's employment activities, shall receive benefits, as approved by Risk Management, through the workers' compensation program without loss of accumulated or granted sick, personal, or professional leave.

A signed statement listing the cause of the absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims. A certificate from the physician on forms furnished by the Director of Schools shall also be required to verify the extent of the injury that necessitated the leave.
- D. In the event of an assault against an employee, the immediate administrative supervisor of the assault victim shall file an incident report, or official complaint, giving complete details of the attack, with the government agency having police jurisdiction in the matter.

Article XVIII: Non-Discrimination

The Association and the Board agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, domicile, or marital status.

Article XIX: Evaluation

The evaluation of performance and its effectiveness must be a cooperative and shared endeavor on the part of the Director of Schools, administrators, supervisory personnel, and teachers.

- A. The Board shall use the state-approved model for evaluating teachers. All tenured teachers shall have the option of choosing their evaluation process from the state models. The Board shall use approved forms.
- B. Annual evaluations shall be made of apprentice teachers who have not gained tenure and a professional license. These evaluations shall be a major factor to elect or non-reelect non-tenured teachers. The Board shall annually submit for state review and approval the evaluations and recommendations of all apprentice teachers who are in their final apprentice year. Evaluation deadlines for first and second year apprentice teachers and professionally licensed teachers shall be March 1.
- C. All teachers that are to be evaluated must be notified within the first two weeks of the start of school. Within the first two months, dates on evaluation will be set and tenured teachers shall be notified of their dates. A 24-hour notice of an official observation shall be given. A school administrator and/or designee(s) will conduct all teacher evaluations. All evaluators shall be trained and certified through state-sanctioned training in the evaluation before conducting evaluations. Professionally licensed educators will be evaluated at least twice during the life of the license using a state model. All professionally licensed teachers will participate in local annual performance review. Teachers shall be evaluated for the following purposes:
 1. Accountability-to assure that evaluation considers the effectiveness in the classroom and in the school.
 2. Professional Growth-to provide a focus for professional growth in area(s) which have the greatest capacity for facilitating student performance; and
 3. Cohesive School Structure-to increase and focus dialogue within schools on the goal(s) of improved services to students.

Evaluation of all personnel shall constitute a main factor in the decision to promote an individual with the remaining part being at the discretion of the Director and the Board.

- D. The teacher and the immediate supervisor and/or principal shall collaboratively develop the required State Future Growth Plan. The plan will be developed at the end of the evaluation cycle or earlier as needed. The plan shall include identified area(s) of growth, action plan, and progress reporting procedures. Professional development programs shall be individually designed around the identified need(s) as determined by evaluation. Teachers will be provided programs in their subject area and other areas as identified in their evaluation. A main goal of professional development days will be to provide for teacher development only.
- E. TCA 4905205 requires principals to conduct a performance assessment two times

within a five-year period for each teacher in the principal,s school. Blount County administrators will utilize the Tennessee Teachers Instructional Performance Walk-through Assessment process and forms developed by the Tennessee Department of Education for this assessment. Using the teacher’s previous formal performance assessment the administrator will decide which domain for an area of growth should be assessed during the walk-through. Within 48 hours the teacher and the administrator will meet to discuss the assessment, at this time the administrator will complete the standard state form. A signature from the teacher indicates that the conference has been held; it does not indicate agreement with the findings. Teachers should receive a copy of the signed document. If a teacher elects not to sign the form, the administrator should secure a witness signature, which reflects that the teacher was a participant in the conference, had an opportunity to respond in writing, and received a copy of the document. A copy of the document should be placed in the teacher,s file.

- F. The system will use approved forms for administrator evaluation. ALL teachers under a building level supervisor will annually evaluate their supervisor. This form and the other components of the principal evaluation shall be used to ascertain the professional development provided for building level administrators. A joint procedure shall be developed by the BCEA and the Board to safeguard the integrity of administrator evaluations.
- G. The Director of Schools shall be annually reviewed by the Board. The results and other components shall be used by the Board in their evaluation of the Director.

Article XX: Fair Treatment

A. Notification of Deficiencies – the board shall require notification to an employee in writing for any alleged deficiencies, shall indicate expected correction, and shall indicate a reasonable period of correction.

B. Due Process

1. No tenured employee shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, without just cause.
2. All information forming the basis for the disciplinary action will be made available to the employee.

Article XXI: ESEA/No Child Left Behind

The Association and the Board of Education recognize the need for an action plan to comply with the requirements of the ESEA/No Child Left Behind (NCLB). The Association and the Board agree to provide support and direction through the following:

- A. The Board and BCEA will work cooperatively on any letters to parents regarding teacher qualifications under any section of ESEA/NCLB.
- B. In order to ensure quality instruction by “Highly Qualified” teachers, the Blount County Board of Education and BCEA agree that teachers will be involved in the development or revision of any school improvement plan.
- C. Consistent with the requirements of ESEA/NCLB, the Board of Education and BCEA shall work together to plan and provide high quality and on-going professional development for teachers, principals, paraprofessionals, and other staff.

In planning professional development, the first priority in the use of Federal funds designated for professional development will be to assist employees in becoming “Highly Qualified.”

- D. If the state mandates school restructuring, displaced teachers from the restructured school will follow the “Involuntary Transfer” clause found in this contract (Article XI).

E. Differentiated Pay Plan

The development of the differentiated pay plan is in compliance with TCA 49-5-611, although our system did not receive any 2.0 funds to fund the mandated plan. The burden to implement the plan will be at the expense of annual funding of the LEA.

- 1. Adhere to a Set of Overarching Principles:
 - a. Funding for differentiated pay plans is budgeted, continual and approved in advance by the local board of education. The Blount County Board of Education and BCEA designed a differentiated pay plan that would benefit the school system and individual teachers as well. This plan was ratified by the Blount County Board of Education and by BCEA and will be in effect for the 2008-2009 school year. The pay plan is dependent on annual funding of the LEA.
 - b. Funding for differentiated pay plans does not come at the expense of the competitive base salary for all teachers. The Blount County Board of Education and BCEA designed a plan that does not come at the expense of the negotiated salary schedule for certified teachers, but, instead is funded separately by the LEA as supplemental to the regular salary schedules.
 - c. High need schools and high need fields have received priority, rewarding quality teachers who are willing to teach in high need schools. The plan incorporates a staff development incentive rewarding quality teachers who

are willing to teach at high need schools that may be identified in the future and/or in high need areas, such as, math, foreign language, special education, school psychologists, and/or speech/language pathologists that occur periodically.

2. LEA's Specific Needs:
 - a. Data source used: Achievement on state and national performance indicators - LEA's shall follow data driven processes in determining high need schools. State and National performance indicator data, such as our State Report Card, will be used to determine the high need schools only.
 - b. Data source used: Staffing vacancies – Pupil/teacher ratio to meet BEP and maintain equity across the school district.

3. Needs Addressed in Plan:
 - a. Recruiting teachers for hard to staff schools
 - b. Recruiting new teachers
 - c. Filling LEA specific academic shortage area

4. Local Solution Based on the Identified Areas of Need
 - a. Recruiting teachers for hard to staff schools:
 1. Supplement of \$1,000 for National Board Certification.
 2. Provide staff development incentives rewarding quality teachers for professional growth outside of the regular workday.
 - b. Recruiting new teachers:
 1. The LEA is filling specific areas of academic shortages as identified by reimbursing the teacher for the first Praxis exam attempt required for adding an endorsement in a high need content area.
 - c. Filling LEA specific academic shortage areas:
 1. The LEA is filling specific areas of academic shortages as identified by reimbursing the teacher for the first Praxis exam attempt required for adding an endorsement in a high need content area.

Article XXII: Complaint Procedure

The Association and the Board of Education recognize the need for, and hereby adopt, a fair and equitable procedure to be used in the event of complaints against certified staff.

- A. All administrative complaints must be in writing on a standardized form (Appendix C). This form shall include a preface which provides the definition of slander and liable.
- B. When the form is completed and signed, the principal shall notify the person or persons whom the complaint was filed against.
- C. The complaint will be handled in accordance with Blount County School policy (as of Board Policy 2003-2004) and shall be concluded as soon as possible, but no later than fourteen (14) days.
- D. All investigations will be carried out with the utmost privacy and only those people who are recognized or directly involved should be included. All parties involved should be reminded of the need for confidentiality.
- E. At any time when the investigation includes more than a principal and an assistant, the person against whom the complaint is directed shall be entitled to a representative of his/her choice to observe the investigation process.
- F. The decision emanating from the investigation shall be reported on a standardized form as soon as possible within the 14-day period.
- G. Full written disclosure of an investigation that produced no wrong doings shall be communicated to all parties involved on a standardized form. If wrongdoing is decided, the report on standardized form will be forwarded to the appropriate party.
- H. Appeals should be made first to the appropriate area supervisor. If not resolved at that level, the appeal should then go to the Director of Schools. If the appeal is not resolved at that level, the appeal should go to the Board of Education. At each level of the appeals process, a decision will be made and placed in writing to the parties involved.
- I. An appellant has no more than five (5) days to file an appeal. A decision must be rendered in five (5) days. At each level of the appeals process, the complainant, and the person against whom the complaint has been lodged, shall receive a copy of each decision.
- J. Upon closure of the investigation, all documentation shall be placed in a locked area for two years (2). If there is no substance of wrongdoing, no information about the complaint/investigation shall be placed in a personnel file unless the person against whom the complaint was filed grants written permission.

Article XXIII: Personnel Files

- A. Teachers shall be made aware of any and all personnel files being maintained by the school system, and shall be notified annually concerning their right to review and respond to any documents for other information contained therein.
- B. Teachers shall be notified before any materials are placed in their files, and the employee shall initial these materials. The initialing of a file by the employee does not constitute agreement or consent. In addition, employees shall have the right to respond in writing to anything in the file. No anonymous information or accusations shall be placed in the file.
- C. Personnel files shall be purged every three years of any materials no longer relevant to the employee's job performance by mutual agreement between the teacher and building administrator. If a mutual agreement cannot be reached, the matter shall be referred to an appeals committee composed of a BCEA representative, a representative, appointed by the Board, and the Supervisor of Personnel. Absent of a grievance, the decision of this committee will be binding.
- D. Any person or persons who ask to review an employee's personnel file shall be asked to sign a form attached to the file. The teacher shall be promptly notified of any such review.

Article XXIV: Personal and Academic Freedom

- A. Personal Freedom – Employees shall be entitled to full rights of citizenship, and no religious or political activities, or the lack thereof, of any employee, shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law. Employees will be expected to adhere to the Tennessee Teachers Code of Ethics.
- B. Academic Freedom
 - 1. For the purpose of this article, *academic freedom* shall be defined as, “an educator's freedom to pursue truth in the performance of his or her academic duties without censorship or restraint which might interfere with these duties”.
 - 2. Employees shall be guaranteed full freedom in classroom presentations and discussions, and may introduce politically, religiously, or otherwise controversial materials, provided only that said material is relevant to the course content, and that classroom time is being used for the purpose for which it was intended.

Article XXV: Teacher Workload

The Association and the Board of Education recognize the valuable contributions teachers make to the schools and to the community in general. In an effort to assist educators to remain active in the community, administrators shall refrain from overloading teachers.

- A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Every effort must be made to provide and protect uninterrupted instructional time.
- B. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' school day. Teachers shall be required to remain in the building for fifteen (15) minutes after the close of the pupil day, excluding Fridays and days before holidays with the exception of those teachers assigned to bus duty. Building administrators may approve exceptions for extenuating circumstances. Teachers shall not be expected to "clock-in" or "clock-out" by hours and minutes.
- C. Administrators shall make every effort to schedule school-wide faculty meetings only when necessary. Whenever possible, information shall be disseminated or collected via phone, memo, or e-mail. Faculty meetings shall begin no later than fifteen (15) minutes after regular student dismissal and should run no more than one hour. At the commencement of each academic year, system-wide teachers and the principals of the buildings at which they serve shall develop a mutually acceptable schedule of faculty meeting attendance for the staff member. Building principals shall establish and distribute a schedule of faculty meetings at the start of each school year.
- D. To ensure that no teachers shall be required to attend an excessive number of meetings, beginning with the 2004-05 academic year, building based faculty meetings shall be held during the second week of the month. Any necessary district-wide specialty meetings shall be scheduled in the fourth week. No teachers shall be required to attend more than one meeting per week or two per month. District-wide specialty meetings shall be held to the one-hour time constraint and shall be scheduled to insure that no teacher remain more than ninety (90) minutes past the school day. Upon approval of the Director of Schools, and a three (3) day prior notice, the one hour meeting time limit may be waived.
- E. Notice of additional meetings that may become necessary will be provided to the teacher at their building no less than one (1) week prior to the scheduled date except that in extreme emergencies, said requirement shall not apply.
- F. Faculty and district-wide meetings shall not be scheduled for Fridays or the day prior to a holiday. Faculty members shall not be required to attend faculty or district-wide meetings in the event of early closing.
- G. A teacher's workweek extends from no earlier than Monday morning until no later than Friday afternoon. No teacher shall be required to work on Saturday or Sunday.
- H. Requests that teachers participate in uncompensated extra-hour duties will be fairly and equitably distributed among the faculty. In an effort to avoid overburdening

staff members the administration should make every effort to limit uncompensated extra duty hours to less than six hours per month.

- I. Teachers participating in statewide or national Association meetings on their own time shall receive optional professional development credit equal to the amount of time spent in professional meetings.

Article XXVI: Planning Time

- A. All full-time teachers (as defined in T.C.A. 49-5-903) shall be provided with duty-free planning periods during the established students' instructional day.
- B. At least 2 1/2 hours of planning time shall be provided each week during which teachers shall have no other assigned duties or responsibilities, besides planning for instruction. The 2 1/2 hours may be divided on a daily basis but shall be in periods of no less than 30 minutes.
- C. Duty-free planning periods shall not occur during any period that teachers are entitled to duty-free lunch.
- D. Regular teachers shall not be required to substitute during their planning periods. The building level administrators shall be responsible for making such arrangements for absent personnel.

Article XXVII: Duty-Free Lunch

- A. There shall be a duty-free lunch period provided for all teachers that shall not be imposed upon by coercion, suggestion, or any other inferences. For the 2003-2004 academic school year, this lunch period shall be at least 25 minutes. Beginning with the 2004-2005 academic school year, this lunch period shall be at least 30 minutes.
- B. Teachers shall not be assigned to, nor expected to, perform supervisory roles during this duty-free lunch period. The schools' administrators, or appropriate staff members shall supervise students during lunch. The building administrator, with the input of appropriate staff, shall establish the duty-free lunch schedule.
- C. Teachers shall not be asked or expected to attend meetings during this duty-free lunch period. Visitors requesting to talk with a teacher during duty-free lunch will be advised by the appropriate personnel to wait, return, or schedule an appointment.

Article XXVIII: Complete Contract

The Association and the Board agree that each has had the opportunity to discuss all items of concern, both negotiable and non-negotiable, and that the articles contained herein represent the entire contract.

Article XXIX: Partial Invalidity of Contract

If any provision of this contract is determined by any court of competent jurisdiction to violate federal, state, or local law, such provision shall be null and void but other provisions of the contract shall not be affected. The parties agree that any article, section, or portion so set aside shall be subject of negotiations for the purpose of agreeing on substitute language. Such negotiations shall be strictly limited to the article, section, or portion held unlawful and unenforceable and shall be initiated on the request of either party.

Article XXX: Printing

The School Board and the Association will share equally in the entire cost for printing the contract for all teachers.

Article XXXI: Intention to Negotiate

Negotiation Meetings

- A. No later than January 15 of the calendar year in which this agreement is to expire, either party shall submit to the other written notice of its intent to negotiate as provided in Article XXXII.
- B. Within (5) days of the date of the request, the parties will establish a mutually convenient time and place for a meeting. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings that may be necessary to complete an agreement shall be agreed upon by the negotiations representative.
- C. This shall not be construed as extending the recognized period beyond that stated by the contract or provisions of TCA 49-5-601 -- 49-5-604.

Article XXXII: Duration

The financial provisions of this Agreement will be effective as of *July 1, 2008*. Other articles will become effective upon ratification by both parties and will remain in effect through the last day before the first day of in-service for the *2010 - 2011* school year. The Board and the BCEA may each designate two other articles to be renegotiated each year.

MEMORANDUM OF UNDERSTANDING BETWEEN
The Blount County Board of Education
and
The Blount County Education Association

The Board and Association agree that any modifications made to the salary schedule as a result of action by the Tennessee General Assembly shall be renegotiated within 30 days of its enactment.

APPENDIX A

ADMINISTRATORS' SUPPLEMENTS

A. Supervisors

Determining the supervisor's salary shall be done by adding the following steps to the base salary for years and experience.

1. The supervisor's salary step from the ten (10) month salary schedule.
2. The following shall be the base supplement for the supervisor: The supplement shall be a percentage of the yearly salary for a supervisor, except the coordinator's supplement is a percentage of the base salary (BS/0)

<u>Position</u>	<u>Percentage of Salary</u>	<u>Days Worked</u>
Assistant Director	25%	240
12 Month System Wide Supv.	20%	240
11 Month System Wide Supv.	20%	220
11 Month Coordinator	18% (of base pay)	220

B. Principals

Determining the principal's salary shall be done by adding the following steps to the base salary for years and experience:

1. The principal's salary step from the ten(10) month teachers' salary schedule.
2. The following shall be the base supplement for the principals: the supplement shall be a percentage of the base pay for a beginning teacher.
3. An increment for Elementary and Middle School Principals based on \$80 per to include all full-time equivalent teachers.
4. All Elementary and Middle School Head Principals, and High School Assistant principals will receive pay for an additional twenty (20) days.
5. All High School Principals will receive pay for an additional forty (40) days.
6. All Assistant Principals (Elementary, Middle School) will receive pay for an additional ten (10) days.

<u>Grades</u>	<u>Percentage of Base</u>	<u>Days Worked</u>
Elementary	16%	220
Middle School	20%	220
High School	32%	240
Elementary Assistant	13%	210
Middle School Assistant	16%	210
High School Assistant	23%	220

APPENDIX B - Supplemental Pay Scale

2008-2009 BASE SALARY \$ 32,115

Exp.	I (18%-20%)	II (17%-19%)	III (12% - 14%)	IV (10%-12%)	V (7%-9%)	VI (5%-7%)	VII (3%-5%)	VIII (1%-3%)
1	18.00%	17.00%	12.00%	10.00%	7.00%	5.00%	3.00%	1.00%
2	18.20%	17.20%	12.20%	10.20%	7.20%	5.20%	3.20%	1.20%
3	18.40%	17.40%	12.40%	10.40%	7.40%	5.40%	3.40%	1.40%
4	18.60%	17.60%	12.60%	10.60%	7.60%	5.60%	3.60%	1.60%
5	18.80%	17.80%	12.80%	10.80%	7.80%	5.80%	3.80%	1.80%
6-10	19.00%	18.00%	13.00%	11.00%	8.00%	6.00%	4.00%	2.00%
11-15	19.20%	18.20%	13.20%	11.20%	8.20%	6.20%	4.20%	2.20%
16-20	19.40%	18.40%	13.40%	11.40%	8.40%	6.40%	4.40%	2.40%
20-25	19.60%	18.60%	13.60%	11.60%	8.60%	6.60%	4.60%	2.60%
26-30	19.80%	18.80%	13.80%	11.80%	8.80%	6.80%	4.80%	2.80%
30+	20.00%	19.00%	14.00%	12.00%	9.00%	7.00%	5.00%	3.00%
	HS AD (1)	Hd. FB (HS) Hd. BB (HS) - 2 Band Director (HS)	MS AD (1)	Asst. FB (HS) - 8 Asst. BB (HS) - 4 Hd. Baseball (HS) Hd. Softball (HS) Hd. FB (MS) Hd. BB (MS) - 2	Hd. Volleyball (HS) Hd. Wrestling (HS) Hd. Track (HS) Hd. Soccer (HS) Asst. Baseball (HS) - 2 Asst. Softball (HS) *Field Maintenance (HS) - 2 ***FB Cheerleading (HS) ***BB Cheerleading (HS) ***Hd. Yearbook (HS) Asst. FB (MS) - 2 Asst. BB (MS) - 2	Hd. Golf (HS) Hd. Tennis (HS) Hd. Cross Country (HS) Hd. Swimming (HS) Hd. Bowling (HS) Asst. Band Director (HS) Drama (HS) Choral (HS)	Asst. Wrestling (HS) Asst. Volleyball (HS) Asst. Track (HS) - 2 Dance (HS) Hd. Baseball (MS) Hd. Softball (MS) Hd. Wrestling (MS) Hd. Track (MS) Hd. Volleyball (MS) Hd. Cross Country (MS) Hd. Golf (MS) Hd. Tennis (MS) FB Cheerleading (MS) BB Cheerleading (MS) ***Yearbook (MS) Roane St Coord (HS) - 2 Asst. Yearbook (HS) Hd. Newspaper (HS) Lit Journal (HS) - 2	Dance (MS) Asst. Track (MS) Hd. BB (Elem) - 2 Cheerleading (Elem) Yearbook (Elem) Asst. Newspaper (HS)

****With the adoption of this salary supplement for 2007-2008 school year, no person will make less doing the same assignment as in the prior year.**

Athletic Directors (HS and MS) - approximately 1% above highest paid coach at their level

* - Represents new positions

*** - Represents positions changed effective 7/1/07

In implementing this new supplement schedule, no individual's total compensation (salary plus supplement) will be allowed to decrease other than Middle School Asst. Coaches whose duties have changed.

