

MEMORANDUM OF AGREEMENT

December 2008 through
November 2011

Between

Union County Education Association

And

The Union County Board of Education

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGES</u>
PREAMBLE		
I	RECOGNIZATION	1
II	DEFINITIONS	1
III	NEGOTIATIONS PROCEDURES	1
IV	MANAGEMENT	3
V	ASSOCIATION RIGHTS	3
VI	GRIEVANCE PROCEDURE	4
VII	PAYROLL DEDUCTIONS	7
VIII	SALARIES AND WAGES	8
IX	INSURANCE	14
X	SCHOOL CALENDAR	16
XI	TEACHING HOURS AND LOAD	17
XII	EMPLOYEE ASSIGNMENT	18
XIII	VACANCIES-VOLUNTARY TRANSFERS	19
XIV	PROMOTIONAL POSITIONS	21
XV	INVOLUNTARY TRANSFERS	21
XVI	LAYOFF AND RECALL	22
XVII	SAFETY PROVISIONS	22
XVIII	PUPIL-TEACHER RATIO	23
XIX	EMPLOYEE MATERIALS AND FACILITIES	24
XX	IN-SERVICE /STAFF DEVELOPMENT	26
XXI	SICK LEAVE	27
XXII	SICK LEAVE BANK	28
XXIII	TEMPORARY LEAVES OF ABSENCE	28
XXIV	EXTENDED LEAVES OF ABSENCE	29
XXV	SABBATICAL LEAVE	33
XXVI	EMPLOYEE EVALUATION	34
XXVII	PERSONNEL FILES	34
XXVIII	COMPLAINTS	35
XXIX	FAIR TREATMENT	35
XXX	SENIORITY	37
XXXI	NON-DISCRIMINATION	37
XXXII	PERSONAL AND ACADEMIC FREEDOM	37
XXXIII	STUDENT DISCIPLINE PROCEDURES	38
XXXIV	INDIVIDUAL CONTRACTS	38
XXXV	SAVINGS	39
XXXVI	EXISTING RIGHTS	39
XXXVII	MODIFICATION OF AGREEMENT	39
XXXVIII	DURATION	39
 <u>APPENDICES</u>		
A-1	SALARY SCHEDULE-CLASSROOM TEACHERS AND REGULAR PAY FOR PRINCIPALS	
A-2	REGULAR PAY FOR SUPERVISORS	
C	SUPPLEMENTS	
D	GRIEVANCE FORMS	
E	TRANSFER REQUEST FORM	
F	PUPIL TEACHER RATIO	

PREAMBLE

This agreement entered into this 11th day of December, 2008, by and between the Board of Education of Union County, hereinafter called the "Board" and the Union County Education Association, herein called the "Association".

ARTICLE I: RECOGNITION

The Board hereby recognizes the Union County Education Association as the exclusive representative for the purpose of collective negotiation for all certified employees who are paid on a teacher or administrative salary scale, and who are in a Board elected or approved position, but excluding those designated by the Board as "management personnel".
(TCA 49-5-603-49-5-608).

ARTICLE II: DEFINITIONS

- A.** "Employee"- The term "employee" shall refer to any certified employee who is paid on a teacher or administrative salary scale, and who is in a Board elected or approved position, but excluding those employees designated by the Board as "management personnel". Whenever the singular is used in this Contract, it is to include the plural, and references to males will include females.
- B.** "Board"- The term "Board shall mean the Union County Board of Education.
- C.** "Association"- The term "Association" shall mean the Union County Education Association or its duly authorized representative.
- D.** "Immediate Supervisor"- The term "immediate supervisor" shall refer to the administrative person to whom an employee is directly responsible. In the case of an employee assigned to a school, that person is the school principal or his designated employee. (TCA 49-5-602).

ARTICLE III: NEGOTIATIONS PROCEDURES

A. MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS

Good faith negotiations require a free and open exchange of views by both parties. Therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with TCA 49-5-601 thru 49-5-613.

During such negotiations the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

B. MEETINGS

1. No later than March 1 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 a successor agreement.
2. Within five (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 as may be necessary to complete an agreement shall be agreed upon by the negotiations representatives

C. NEGOTIATING TEAMS

Neither party shall have any control over the number and the selection of the bargaining representatives of the other party. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist it in negotiations in accordance with TCA 49-5-601 thru 613. The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, counterproposals, and to reach tentative agreement on items being negotiated.

D. MEDIATION

If reasonable efforts do not produce agreements, either party may request mediation through the Federal Mediation and Conciliation Service or, if it is not available, through the American Arbitration Association. The costs for the services of the arbitrator shall be borne by the party requesting the mediation.

E. FACT FINDING/ADVISORY ARBITRATION

If the mediator is unable to bring the parties to agreement, either party may, by written notification to the other, request that their differences be submitted to fact finding/advisory arbitration through the American Arbitration Association in accordance with its rules and regulations. The cost for the services of the arbitrator shall be borne by the party requesting the arbitration.

F. CONTINUED NEGOTIATIONS

If fact finding/advisory arbitration does not result in agreement, negotiations shall be available upon demand from either party in accordance with the same procedures described above.

G. TENTATIVE AGREEMENT

Articles tentatively agreed to shall be initialed by the party and dated and shall be set aside subject to ratification of the Agreement.

ARTICLE IV: MANAGEMENT

The parties agree that the Board retains all the rights, responsibilities, and obligations of management and direction of its professional employees that is possessed under federal and state law or applicable municipal charter prior to the execution of this Contract, including but not limited to, the right to promulgate and enforce reasonable rules regulating the job performance of its employees so long as these rules are not contrary to, nor inconsistent with the provisions of this Contract. Nothing herein is meant to derogate from, or diminish, the Board's rights, responsibilities, and obligations imposed by federal or state statutes.

ARTICLE V: ASSOCIATION RIGHTS

A. USE OF FACILITIES

The Association and its members shall have the right to use the school buildings and facilities at reasonable times upon request to the building level principal if the area of the building is not previously committed. An Association representative shall be responsible for securing the building.

B. COMMUNICATION

The Board shall permit the Association to have access at reasonable times to areas in which professional employees work, to use inter-school delivery mailboxes, other communication media, and shall be provided with institutional bulletin boards in each school building in areas designated by the principal for employee use, such as teachers' lounges and workrooms provided such use in no way interferes with the regular and normal operation of the school program.

C. ACCESS TO MEMBERS

Duly authorized representatives of the Association and their respective affiliates, upon prior approval of the principal or other supervisor of a system-operated building, shall be permitted to transact official Association business on system property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Approval should be granted unless it conflicts with previous scheduling.

D. BOARD MEETINGS

The Association shall be placed on the agenda at each regular meeting of the Board of Education. The Association shall notify the Director in advance if the presentation requires Board action. At other meetings the Association shall have the right to address the Board under "Other Business".

E. SUB-CONTRACTING

Should any reduction in Board employed certificated force become necessary because of instructional sub-contracting, the sub-contracting personnel shall be reduced as necessary before any Board employee who is certified and/or qualified by recency of training and experience to teach the same subject is laid off. Under a sub-contract for instructional purposes, any person(s) employed shall hold a valid Tennessee certificate or permit for the subject(s), which they are to instruct.

For the purpose of this article, sub-contracting shall be defined as an agreement between the Board and an outside agency to provide instruction to Union County Public School students in attendance centers for monetary compensation from the Board.

F. ACCESS TO INFORMATION

The Board and the administration will grant reasonable requests for any regularly and/or routinely prepared information readily available and pertinent to negotiations. Nothing herein shall require the central administrative staff to research and assemble copies of tentative work papers. The Board will send a copy of the Board minutes and agendas to the President of the Association.

G. EXCLUSIVE RIGHTS

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent the employees.

H. ASSOCIATION AFFILIATE RIGHTS

As an affiliate of the United Education Profession, the Association retains the right to services provided thereby in accordance with TCA 49-5-603.

ARTICLE VI: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is defined as a claim by a grievant, misinterpretation, or misapplication of a provision(s) of this Agreement; a violation of the right of the employee or the Association to fair treatment: or a violation, misinterpretation, of misapplication of any established written policy or practice of the Board.
2. A grievant shall mean an employee or the Association filing a grievance.
3. The term “days” shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which the time limits are based. After the last day of the normal school year a “day” shall be Monday through Friday excluding holiday.

4. The term "Association Representative" shall mean a faculty representative at the building level for Step I. Above Step I, the Association shall provide a person trained in grievance processing to be the Association Representative. The grievant shall choose one of the trained Association grievance representatives.

B. INFORMAL

The parties hereto acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. In the event that a professional employee believes there is a basis for a grievance he/she may discuss the grievance with the immediate supervisor within twenty (20) days after the alleged Contract violation. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

C. FORMAL PROCEDURE

Step I

If the informal action does not resolve the grievance satisfactorily, the grievant shall have the right to file a grievance in writing on the prescribed form (see Appendix D) with the immediate supervisor within ten (10) days after the informal meeting. The immediate supervisor shall set up a meeting with the grievant within ten (10) days of receiving the written grievance. The grievant shall send copies of the written grievance to the Superintendent and the Association. The immediate supervisor shall have ten (10) days to respond in writing to the decision, including reasons, and send a copy to the grievant, Superintendent, and the Association.

Step II

If the grievant is not satisfied with the disposition of the grievance in Step 1, the grievant may appeal, within ten (10) work days, to the Superintendent, or his designee, who shall arrange with the grievant for a meeting to take place within ten (10) days of the superintendent's receipt of the grievance. Within ten (10) days after the meeting, the superintendent shall provide the grievant and the Association with written response and reasons.

Step III

If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant may appeal within ten (10) days to the Board. The grievance shall be filed through the Director who shall attach all related documents and forward them to the Chairperson of the Board within ten (10) days of the receipt of the grievance. Within ten (10) days after receiving the grievance, the Board shall review the case and hold a hearing with the grievant and Association representative. Within ten (10) days after the hearing, the Board shall render a decision in writing with reasons. The Chairperson of the Board will send copies of the decision with reasons to the grievant, the Association, and the Director.

Step IV

If the grievant is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration before a three-member panel, chosen as follows:

- a. One member selected by the Board. This member must be either a current Board member or management personnel, but may not be the Director or a current member of the Board's negotiating team.
- b. One individual selected by the Association. This member must be a current member of the Association negotiating team.
- c. One member, who shall preside, selected jointly by the Board and the Association through the American Arbitration Association (AAA) selection process.

The panel shall hear, deliberate, and render a final and binding decision by either majority or unanimous vote. The panel member chosen through the AAA process shall write the panel's decision. Each party shall pay the fees and expenses, if any, of the panel member chosen by that party. The fees and expenses of the third member of the panel, chosen through the AAA process, shall be paid by the losing party.

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the panel, which was not previously disclosed to the other party. The panel shall have no power to alter the terms of this Agreement.

The panel is empowered to award reinstatement, financial reimbursement, damages and / or other remedies.

If a demand for arbitration is not filed within thirty (30) days of the date for the Step III answer, then the grievance shall be deemed withdrawn.

D. ADVANCED STEP FILING

If the Association and the Director agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

If the Association, Director, and Board of Education agree, Step I and Step II of the grievance procedure may be bypassed and the grievance brought directly to Step III.

3. If the Association, the Director, and the Board of Education agree, a grievance may be submitted directly to arbitration.
4. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

E. REPRESENTATION

The Association shall have the right to be present and represent the grievant at every step of the formal grievance procedure. The Association shall notify the Director when representing a grievant.

F. NO REPRISALS

The Board or Administration shall take no reprisals against an employee because of his/her participation in a grievance.

G. GENERAL PROVISIONS

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.

All meetings shall be held after the regular teacher workday, unless they can be scheduled otherwise by mutual agreement of the parties.

- 3. A grievance may be withdrawn at any level without establishing precedent.
- 4. The Board, the administration, and the Association shall cooperate in the process of any grievance.
- 5. Whenever illness or other incapacity of the grievant prevents attendance at a grievance meeting, the time limits shall be extended to such time that the grievant can be present.
- 6. If the immediate supervisor or the Director fails to meet a deadline, then the grievance shall automatically go to the next step.
- 7. Administrators should contact the grievant, to set meetings above Step I. However, the grievant shall not agree to a date without contacting the Association.

ARTICLE VII: PAYROLL DEDUCTIONS

A. AUTHORIZATION

On the first day employees report for work the Board shall supply a list of agencies that participate in payroll deduction. Upon receipt of properly signed membership enrollment and authorization forms, the Board shall make deductions for the purposes indicated on the forms:

Union County Education Association, East Tennessee Education Association, Tennessee Education Association, and National Education Association membership dues.

Insurance

Annuities

Credit Union (Tennessee Teachers Credit Union)

United Way

By September 1 of each school year the Board shall furnish a list of all of the employee's payroll deductions by name and amount to the employee.

B. REGULAR DEDUCTION OF MEMBERSHIP DUES

Pursuant to the deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

C. PRO-RATED DEDUCTION OF MEMBERSHIP DUES

Deductions for employees authorizing dues deductions after the date of the commencement of deductions as in Item "B." of this article shall be appropriately pro-rated to complete payments by June.

D. TERMINATION OF MEMBERSHIP

Any employee who authorizes payroll deduction of dues and subsequently terminates employment prior to the final deduction shall have the remaining balance deducted from his/her paycheck. The authorization form shall have this printed on it. The notice of termination of membership shall be filed by the Association at the employee's request. An active member who ceases to be employed by an educational institution prior to January 31, will be able to receive a refund of any amount paid in excess of one-half (1/2) of the dues, and membership shall cease as of January 31, if the member requests termination of membership.

E. TRANSMISSION OF DUES

With respect to all sums deducted by the Board, the Board shall remit to the Association by the twentieth (20th) of each month the total amount deducted, accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating at least monthly any changes in personnel from the list previously furnished. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish information needed by the Board to fulfill the provision of this article, and not otherwise available to the Board.

F. DURATION OF MEMBERSHIP

Authorization for dues deductions by an employee shall continue in effect from year to year as long as the Association sends an initialed list of membership to the Central Office. In the event a member does not renew the membership, the Association will file the notice of termination of membership with TEA. Non-initialing on the list and signing a change of status form constitutes non-membership (TCA 49-5-602, 49-5-611).

ARTICLE VIII: SALARIES AND WAGES

A. DEFINITIONS

Regular pay shall be defined as the total annual salary schedule as negotiated for Union County.

B. SALARY SCHEDULE

1. Regular Pay

The regular pay salary schedule is set forth in Appendix A-1, which is attached hereto and made a part of this Agreement. This schedule shall be the salary for all certified teachers. Grant positions will be covered under Appendix A-1 unless otherwise dictated by a grant proposal. In any case, salaries for grant positions shall not exceed Appendix A-1.

2. Differentiated Pay Schedule

a. Definition

A shortage area is any core subject as defined by No Child Left Behind (NCLB) for which no certified and highly qualified teacher is employed as of September 1 according to the current employment list. The Personnel Committee may expand this area(s) due to feedback from the Principal Projected Personnel Needs Survey. The Personnel Committee shall consist of five (5) members:

1. The Director of Schools, who shall serve as chairperson,
2. The personnel supervisor, if the Director also serves as personnel supervisor, the Director shall appoint a supervisor to serve
3. One principal,
4. UCEA president, and
5. UCEA chief negotiator.

This Committee shall meet annually and announce any additions to the shortage areas by February 1, of the current school year.

b. Signing Bonus for Recruitment

The personnel supervisor may offer a signing bonus of \$2500 to any new hire in a shortage area. The General Fund shall pay a maximum of four (4) signing bonuses in any school year. The Personnel Committee shall determine the number of signing bonuses in the respective year. Bonuses shall be distributed to the first four (4) new hires in the shortage area(s).

c. Recertification Incentive

Apprentice or Professional licensed teachers who are willing to complete certification in a designated shortage area shall receive a reimbursement of \$1000 for tuition, fees, and books, along with an amount for travel not to exceed \$300 for each semester up to a maximum of three (3) semesters that the teacher receives a satisfactory evaluation and receives at least three (3) semester hours toward this certification. Teachers who wish to participate in this program shall send a Letter of Request to the Director of Schools and a copy to the UCEA President by November 1 of the current school year. The Personnel Committee shall review all applications and may grant funding to a maximum of four applicants per shortage area during one school year. The Personnel Committee shall determine applicants based on the date of request with system wide seniority being used to break a tie. The Personnel committee shall notify approved applicants by November 15. The teacher(s) shall sign a contract

and consent to:

- a. complete at least three (3) semester hours each semester,
- b. enroll in an accredited institute of higher education by January 31 of the current school year,
- c. provide copies of paid invoices from an accredited institute of higher education,
- d. provide paid receipts for books,
- e. complete mileage forms for travel
- f. teach in the shortage area for a minimum of two years and shall receive a bonus of \$1000 for each of these two years
- g. forfeit the sum of \$1300 for each year up to a maximum of two if the teacher refuses employment in the designated shortage area
- h. have \$1500 deducted from the last full pay check if the contract is not fulfilled.

C. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule

Each employee shall be placed on his/her proper step of the salary schedule as of July 1, of the school year, in agreement with the previous year's December report and in accordance with paragraph 2 below.

2. Credits for Experience

Each employee shall be awarded full credit for allowable teaching experience and academic training as established under the State Board of Education's Rules, Regulations, and Minimum Standards 0502-1-2.09.

3. Methods of Payment

a. Pay Periods

Each employee shall choose to be paid in one of the following methods:

1. Ten (10) equal installments beginning on September 5 and continuing on the fifth (5th) of each month there after until the final pay in June.
2. Twelve (12) equal installments beginning on September 5 and continuing on the fifth (5th) of each month thereafter until final pay in June. Employees shall receive their checks in an envelope at their regular building and on regular school days unless otherwise designated by the employee.

b. Exceptions

When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day. When school has to be closed because of weather conditions or other emergency situations, employees may receive their checks at the Central Office on or immediately after the above conditions are met by calling or going by the Central Office during

regular office hours.

c. Final Pay

Each employee who chooses the ten (10) installments shall receive the final portion of his/her salary on June 5. Each employee who chooses the twelve (12) installment option shall be paid the tenth (10th) installment on June 5, and the final portion by June 15, or if school is still in session, final pay shall be one week after the last day of school. Each employee shall have the option of picking up the final check or having it mailed to the address designated by the employee.

d. Sick Leave Stipend

Each teacher shall receive a stipend for each of the ten sick leave days not used per year. Days from past years are not included. The dollar amount received will be equal to the current rate certified substitute teachers are paid. The money will be received in a separate check on June 15.

D. ADMINISTRATIVE SALARY SCHEDULES AND SUPPLEMENTS

The regular pay salary schedule for principals and assistant principals is set forth in Appendix A-1 which is attached hereto and made a part of this agreement. Any person who assumes an administrative position after September 1, 2004, must:

1. Hold a minimum of a Master's Degree. For principals and assistant principals, a Master's in Educational Administration and Supervision is required or a professional administrative license.
2. A minimum of five years of experience as a teacher in an approved public or private school at the level or area being supervised.
3. Hold a valid Tennessee teaching certificate and an administrative license.

For the purpose of determining an employee's administrative pay for principal any experience as a coordinator, a supervisor or a principal shall be counted.

1. Elementary School

The salary for any elementary school principal shall be the sum of the following:

- a. Appendix A-1
- b. A state supplement of \$80 times the number of teachers up to 20
- c. A local supplement including Chart A plus Chart B

2. Middle School

The salary for any middle school principal shall be the sum of the following:

- a. Appendix A-1
- b. A state supplement of \$80 times the number of teachers up to 20
- c. A local supplement including Chart D plus Chart B

3. High School

The salary for any high school principal shall be the sum of the following:

- a. Appendix A-1
- b. A state supplement of \$80 times the number of teachers up to 20
- c. A local supplement including Chart C plus Chart B.

CHART A

Years exp.	0-1	2-3	4-6	7-8	9-10
% A-1	10	11	12	13	14

CHART B

No. Teachers	1-20	Above 20
Amt/teacher	\$20	\$40

CHART C

Years exp.	0-1	2-3	4-6	7-8	9-10
% A-1	20	22	24	26	28

CHART D

Years exp.	0-1	2-3	4-6	7-8	9-10
% A-1	15	17	19	21	23
% A-2	15	17	19	21	23

4. Assistant Principal

Any school with over five hundred (500) average daily membership shall have a full time assistant principal. The Assistant Principal's salary of any school shall be Appendix A-1 plus a local supplement equal to ten percent (10%) of regular pay. Any school over nine hundred (900) shall have an additional assistant principal.

5. Central Office

The seven supervisor positions are Special Education, Secondary Education, Middle School Education, Elementary Education, Federal Programs, Career and Technical Education, and Adult Education and shall be paid by the following formula:

1. Regular pay using Appendix A-2 System-wide personnel.
2. Plus Chart D using A-2 for regular pay.
3. Plus \$2000.00.

To determine administrative experience for Chart D, the employee shall receive credit for principal, supervisor, or coordinator only. Each position may be extended up to twelve months at the discretion of the Director of Schools in

accordance with all laws. No additional supplements shall be paid other than as stated in this Article. Pay for each of the eleventh and twelfth months shall be 10% of the total pay. *Additional* positions shall be negotiated. All Supervisors shall have the following minimum qualifications:

1. A Master's Degree in Educational Administration and Supervision, Curriculum and Instruction, Counseling, or hold a professional administrative license.
2. A minimum of five years of experience as a teacher in an approved public or private school at the level or area being supervised.
3. A valid Tennessee certificate and administrative license.

By the tenth student day, the Director of Schools shall furnish to the Association President a list of administrative personnel and their cumulative service as defined in this section.

E. SUPPLEMENT PAY

1. Extra-Curricular Activities

a. Approved Student Organizations/Clubs

The Board and the Association agree that any student club or organization shall be approved by the principal, shall be based on written guidelines, and shall file a report regarding its annual activities, meetings, and programs. Upon receipt of this report, the principal shall requisition the supplement for the sponsor. The sponsor shall be paid a supplement of \$250.

b. Sports

Only sports defined as a sport by TSSAA may be approved by the Board as a sport. The head coach shall be compensated according to Appendix C. Any number of assistant coaches up to the maximum number listed in Appendix C shall be compensated. All sports may have an assistant coach. Any assistants above one or the number specified in Appendix C shall be negotiated. No one shall receive a head and an assistant coaching supplement in the same sport. Each school may have one cheerleader supplement for basketball and a separate cheerleader supplement for football. The principal may serve as the athletic director for the school or may appoint a teacher or assistant principal to assume this duty and receive the supplement.

c. School Insurance

The Board and the Association agree that all extra-curricular activities that are official school-sponsored activities are covered by school insurance.

d. Rates of Pay

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate of pay or other stipulations in Appendix C which is attached to and incorporated into this Agreement. All documented coaching experience as a head or

assistant coach in any sport from any public school system or TSSAA member school (or equivalent state high school athletic association) shall be counted toward placement on the coaching scale(s) in Appendix C.

2. Expenses of Traveling Employees

Employees who may be requested to use their automobiles in the performance of their daily duties and employees who are assigned to more than one school per day shall be reimbursed for all such travel at the rate equivalent to the state travel rate for all travel done between arrival at the first location at the beginning of their work day and arrival at the last location of their work day. However, if the distance from the employee's last location to his home is greater than the distance from the employee's home to his base school, he shall be reimbursed for the difference at the same rate.

3. Career Ladder

- a. Career Level I supplements shall be \$1,000 or as stated in TCA 49-5-5206 and 49-5-5304.
- b. Career Level II and III supplements shall be paid according to the amounts as stated in TCA 49-5-5001 to 49-5-5704, Parts 50-57 of the Comprehensive Education Reform Act of 1984.
- c. Career Level II and III employees shall be able to earn the full amounts of the supplements as stated in part 3.b.
Career Ladder supplements shall be paid two times a year on December 1 and May 1.
- d. All 1985 Career Ladder Level II and III Administrators and Teachers shall have the first option for working an extended contract of one or two months. Level II and III Teachers and Administrators from 1986 to present shall have the next option of one or two months. All teachers and administrators who work extended contracts shall be compensated according to their regular rate of pay. Career Level III shall have the option of completing at least one (1) month during the regular school year.

F. W-2 FORMS

All employees shall receive W-2 Forms by January 31 according to the Federal laws.

ARTICLE IX: INSURANCE

A. TYPES

The Board shall provide all employees the following insurance protection:

1. Health and Major Medical

The Board shall make available the health and major medical program provided by the state. For each of the state-offered plans, all insurance monies received from the state for certified employees shall be used to

provide certified employees one hundred percent (100%) individual coverage, fifty-eight per cent (58%) of the total annual premium for family coverage, *and* seventy per cent (70%) for family coverage for those employees who have a spouse also employed in the system to begin with the 09-10 school year. Those employees who were denied insurance for health reasons on or before May 25, 2007 shall be compensated one thousand dollars (\$1000) on or before June 20.

When the employer's annual insurance costs exceed one million, one hundred thousand dollars (\$1,100,000), the excess costs will be passed on equitably to those employees with family insurance coverage until a successor agreement is negotiated. The UCEA president shall be notified prior to these costs being passed on to the employee.

2. Life and Accidental Death and Dismemberment

The Board shall provide all employees with ten thousand dollars (10,000.00) life insurance, which shall include a double indemnity clause for accidental death and dismemberment. In addition, the Board shall make available an unlimited amount at the employee's own expense. (Individual rates may vary depending on the employee's age).

3. Workmen's Compensation

The Board shall provide the workmen's compensation coverage for each employee. Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall pay to such employee the difference between his/her salary and benefits received under workmen's compensation for the duration of such absence, and all fringe benefits shall continue in effect.

4. Dental/Vision Optional Plan

The Board shall make available to the professional employees the optional dental/vision plan from the state and any other negotiated plan in which the employee agrees to pay all of the premium. The employee shall have the option of choosing an individual or a family coverage plan.

5. Cafeteria Plan

The Board shall make available a cafeteria plan at no cost to the employee.

B. COVERAGE

The Board provided insurance programs shall be for twelve (12) consecutive months for the duration this Agreement.

C. DESCRIPTION

The Board shall provide each new employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment.

Present employees shall be informed in writing by October 1, regarding the changes in costs, benefits, and the dates in which any changes may be made to the present insurance plans. The Board shall be responsible for providing insurance information in the form of applications and enrollment meetings.

D. CONTINUATION

1. In the event an employee, absent because of illness or injury has exhausted sick leave accumulation, the above-mentioned benefits shall continue throughout the balance of the school year. Employees on paid leave shall continue to have Board contributions made according to the level described above. Employees on unpaid leave shall have the option to continue any or all of the Board paid programs by paying the premiums to the Board within 30 days of the billing date.
2. The Board shall pay annually one thousand dollars (\$1000) of the cost for individual coverage and one thousand, two hundred fifty dollars (\$1250) of the cost for family coverage for seven (7) years or the age of sixty-five, whichever occurs first, for those employees with at least twenty-five (25) years service in Union County who retire after September 1, 2000.

E. SELECTION OF CARRIER AND BENEFITS

Before the renewal date for any insurance contracts covered in this article, one (1) Board member, Two (2) administrators (appointed by the Board) and three (3) employees (appointed by the Association) shall form a committee to evaluate and make recommendations to the Board for the succeeding carrier and benefits.

ARTICLE X: SCHOOL CALENDAR

A. THE SCHOOL CALENDAR

The Board and Association agree that a proposed annual school calendar shall be presented to the Association's Representative Assembly in February for consideration, input, and discussion before being presented to the Board for approval in March. A committee composed of two (2) representatives from each school and the central office (one chosen by the Board; and one chosen by the Association) shall meet in January to submit a calendar proposal. These names and the date of the first meeting shall be recorded in the Board minutes of the September meeting. The Coordinator of

curriculum and Instruction shall serve as chairperson and notify the members of the meeting date(s).

B. CHANGES IN THE SCHOOL CALENDAR

In the event a need to change the school calendar arises, other than for weather related incidents, input from the Association will be welcomed. Whenever such changes are made, the employees shall be notified as soon as possible.

ARTICLE XI: TEACHING HOURS AND LOAD

A. TEACHING HOURS

1. Length of Teaching Day

The required in-school workday shall consist of not more than seven and one-half (7 1/2) hours which shall include a duty-free lunch period as provided to employees under Section B of this article and a preparation time as provided under Section D of this article. On Fridays or on days preceding holidays or vacations, the employees' day shall end at the close of the pupils' day. The employee shall realize no additional compensation as a result of the extended workday. The additional thirty (30) minutes of instructional time shall be accumulated and used for the purpose of stockpiling for dangerous or accordance with TCA 49-6-3004e and Minimum Requirements For The Approval of Public Schools.

2. Bus Duty

The principal shall assign bus duty on a fair and equitable basis.

3. Early Dismissal for Dangerous or Extreme Weather Conditions

When school is dismissed early for extreme or dangerous weather conditions, employees shall be required to work no more than a total of thirty (30) minutes in addition to the student's day.

4. In-service, Professional Development, and Administrative Days

These days shall consist of no more than six (6) hours. The building supervisor shall set times for administrative days. All employees shall sign in and out. (See Art. 20E).

B. LUNCH PERIODS

In schools providing a lunch period for students, all employees shall be provided each day with a lunch period during which they shall not have assigned duties. The lunch period for each employee shall be at least the same amount of time as that allowed for students.

2. Professional employees may leave the building after signing out and shall sign in upon returning during their scheduled duty-free lunch periods.

3. All professional employees who because of the objectives of their position must eat lunch with their students shall be given duty-free lunch period at a time separate from the student's lunch period.

C. MEETINGS

1. Faculty and Other

Employees may be required to attend two (2) faculty or other professional meetings each month. Such meetings shall begin no earlier than thirty (30) minutes prior to the student's beginning time nor later than five (5) minutes after student's dismissal time and shall run for no more than one (1) hour. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school.

2. Notice

The written notice and agenda for any meeting shall be given to the employees involved at least three (3) days prior to meetings, except in an emergency.

D. PREPARATION TIME

1. Teachers, shall in addition to their duty free lunch period, have a preparation time of a minimum of 45 minutes per day during the students' day in which they shall not be assigned to any other duties. Every effort shall be made by principals to find additional planning time on an equal basis for all teachers.

ARTICLE XII: EMPLOYEE ASSIGNMENT

A. DEFINITIONS

Assignment—placement in a school at a grade level or subject area according to certification.

Re-Assignment—movement from one grade level to another or from one subject level to another in the same building.

Transfer—movement from one school to another or to the Central Office.

B. ASSIGNMENT OF EMPLOYEES

1. Each presently employed professional employee shall be given written notice by the Director of his/her status for the forthcoming employment year no later than April 15.
2. The Director shall assign all newly appointed personnel to the school as the Board has appointed them. The Director shall give notice of the assignments to the new employees as soon as possible.
3. The Building Supervisor or principal shall assign professional employees to subject area or grade levels no later than the closing date of the present school year based upon enrollment, certification, program changes, and other pertinent information realizing that vacancies in positions may necessitate later changes at the beginning of the next year. In which

case, affected employees shall be notified and consulted as soon as possible. The principal shall fill vacant building assignments according to Article XIII B 4b before the first student day and according to Article XIII B 4 after school begins for students.

The principal shall reassign an employee only for just cause and not for arbitrary or capricious reasons.

Any assignment, with which the employee disagrees, shall be brought to the Director. If no agreement is reached, then the employee may appeal to the Board.

C. ASSIGNMENT CRITERIA

Teachers shall only be assigned to teach in areas for which they hold a teaching certificate issued by the Tennessee State Board of Education. Any exceptions must be consistent with TCA 49-5-106 and the Minimum Rules and Regulations.

D. ADDITIONAL ASSIGNMENTS

Any assignment in addition to the normal teaching schedule during the regular school year and extended contracts shall not be obligatory, but shall be with the consent of the employee. The homebound student's regular classroom teacher shall have the first option on any homebound teaching assignment except at UCHS.

E. TRAVELING EMPLOYEES

Schedules of employees who are assigned to more than one (1) school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of interschool travel.

ARTICLE XIII: VACANCIES-VOLUNTARY TRANSFERS

A. DEFINITION

A vacancy is any vacant position due to retirement, resignation, transfer, or for any other reason including newly created positions.

B. NOTICE

1. The Board agrees to post notice of all confirmed vacancies. Vacancies (except those under part 3 below) will be posted for ten (10) days. Vacancies occurring during the week prior to the first student day will be posted for a minimum of five (5) days. Any employee who desires a transfer must file a Transfer Request Form (see Appendix E) with the Director. These forms should be updated annually. Applications on file shall be considered in filling vacancies.
2. Copies of all postings shall be sent to the Association President and placed on the Central Office bulletin board. Such notices shall contain the date of posting/notification, a description of the position, name of the

school, requirements of the position, name of the person to whom the application is to be returned, and date by which the application is to be returned.

3. The following procedure will be followed for vacancies occurring during the school year.
 - a. The vacancy shall be filled with a new employee until the end of the school year unless a present employee, who is certified and highly qualified, requests a transfer to the vacancy and the Director of Schools is in agreement. If a present employee fills the vacancy by a request for a reassignment or transfer, then the vacancy caused by the reassignment or transfer shall be declared an interim position and filled with a new employee until the end of the school year.
 - b. Vacancies including interim positions shall be posted for five (5) days at the school in which the vacancy occurs. All vacancies shall be posted on the official Association bulletin board in the school, at the Central Office, and a copy sent to the Association president. The properly certified and highly qualified employee with the most system-wide seniority of those requesting a reassignment should fill the vacancy. The principal shall give the reassigned employee a letter of reassignment on school letterhead. This letter shall contain an acceptance clause signed by the employee and the date when the employee assumes the position. The principal shall give copies of the signed letter to the employee, the UCEA president, and the Director.
 - c. When no requests for reassignment are received from the school where the vacancy exists, the vacancy shall be posted for five (5) days at other schools in the county, on the official Association bulletin board, at the Central Office, on the UCPS website, and a copy sent to the Association president. The properly certified and highly qualified employee with the most system-wide seniority of those requesting a transfer should fill the vacancy. The Director shall give the transferred employee a letter of transfer on system letterhead. This letter shall contain an acceptance clause signed by the employee, an agreement clause signed by the principals of the respective schools, and the date when the employee assumes the position. The Director shall give copies of the signed letter to the employee, the principals, and the UCEA president.
 - d. If the properly certified employee with the most system-wide seniority is not chosen to fill the vacancy, then the principal in the case of a reassignment and the Director in the case of a transfer shall write a letter stating the reasons for the choice. The employee shall have the right to grieve the decision.
 - e. Interim vacancies created by part a. shall be advertised in the same manner as in part b. and part c.

C. SELECTION

Vacancies shall be filled on the basis of certification, competency, qualifications, highly qualified status, and experience with employees within the Union County School System being given preference.

ARTICLE XIV: PROMOTIONAL POSITIONS

A. DEFINITION

A promotional position is an administrative/supervisory position and one paying a salary differential above the teacher's salary scale.

B. NOTICE

1. All confirmed vacancies occurring in promotional positions shall be posted for at least five (5) days, ten (10) if possible.
2. Copies of all postings shall be sent to the Association President before the five (5) days begin and placed on the Central Office bulletin board. Postings shall be faxed to each school and initialed by the receiving personnel. The principal shall keep a file of all postings.
3. Such notices shall contain the date of posting/notification, a description of the position, name of the school, requirements of the position, name of the person to whom the application is to be returned, and date by which the application is to be returned.

C. SELECTION

Vacancies shall be filled on the basis of certification, competency, qualifications, and experience with employees within the Union County School System being given preference.

ARTICLE XV: INVOLUNTARY TRANSFERS

A. NOTICE OF TRANSFER

Notice of an involuntary transfer shall be given to an employee as soon as practical.

B. REASONS

In no case shall an employee be transferred for arbitrary or capricious reasons.

C. VOLUNTEER OR NON-TENURED FIRST

In those cases where a transfer is made necessary by enrollment, curriculum, or program changes, the Director will seek a volunteer from the voluntary transfer file (Appendix E). Of all employees affected by the

transfer, non-tenured employees shall be transferred before tenured employees. An involuntary transfer shall be offered as many options as possible within his/her certification.

D. WITHIN CERTIFICATION

In no case shall an employee be transferred to a position out of his/her area of certification.

ARTICLE XVI: LAYOFF AND RECALL

A. TCA 49-5-511 ABOLITION OF POSITION-PREFERRED RE-EMPLOYMENT LIST

When it becomes necessary to reduce the number of teaching positions because of a decrease in enrollment or for other good reasons, the Board shall be empowered to dismiss such employees as may be necessary. The Board shall follow the TCA 49-5-511 including written notification with reasons and placing the tenured employee on a preferred list. If the reduction is due to a decrease or cut in appropriations, the Board shall use attrition and unfilled vacancies if possible to reduce positions. If the Board must further reduce the number of positions, then the Board shall begin with the employee with the least system-wide seniority to lay-off non-tenured employees and then tenured employees. Certification requirements shall be maintained {TCA 49-5-409}.

B. TCA 49-5-409 CONTINUING CONTRACT

1. Nothing in this section shall prohibit the Board from abolishing a position after April 15, as long as the provisions of the law are followed.
2. Layoffs shall be made only after the Board has exhausted all of its best efforts to reassign or transfer affected personnel to other positions. Reassignment or transfer under this section in order to prevent layoffs shall take precedence over the article, Vacancies and Voluntary Transfers.
3. The Association shall be notified of any layoffs so that it may advise the employee of his/her rights under this section.
4. Layoff of tenured employees shall be accomplished beginning with the least senior employee according to system-wide seniority.
5. Prior to the hiring of new or substitute personnel, the Board shall first give consideration to recalling of qualified personnel who are currently laid off. {TCA 49-5-409, 49-5-11}.

ARTICLE XVII: SAFETY PROVISIONS

A. UNSAFE OR HAZARDOUS CONDITIONS

1. Employees shall not be required to work under unsafe or hazardous conditions or perform tasks, which may endanger their health or safety, except in emergencies.

2. In the event of disorder or disruption which contributes to unsafe or hazardous conditions, employees shall not be required to search for bombs, extinguish fires, or carry out duties over and above the established procedure for emergencies.

B. USE OF REASONABLE FORCE

An employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the student, or to insure personal safety.

C. EMPLOYEE PROTECTION

1. Whenever any legal action is brought against an employee arising out of or in the course of the performance of the employee's assigned duties, the Board shall request its legal advisor to consult with the employee concerning his defense. This will not obligate the Board to any provision of defense for the employee.
2. Whenever any legal action is brought against an employee as a result of the employee's reasonable response in self-defense to an unprovoked assault arising out of the performance of the employee's assigned duties, the Board shall give full legal assistance.
3. The provisions of this section shall be dependent upon the employee reporting as soon as practicable to his immediate supervisor concerning all aspects of the event.
4. When an employee suffers an unprovoked assault, it shall be covered under Workmen's Compensation ART IX 3.
5. The Board shall provide AIDS/HIV (HTLV-III/LAV) Training and proper equipment according to {MR&R 0520 1-3-08 2g p.32}.

ARTICLE XVIII: PUPIL TEACHER RATIO

1. Class size shall be in accordance with the most current state law, as well as, the following provisions (Para, 2-7). Current state law is attached as Appendix F.
2. The elementary class size maximum may not be exceeded in any class or grade level including physical education and music.
{TCA 49-1-104, MR&R 0520-1-3-03, p.11}.
3. The Secondary class size maximum may be exceeded in typewriting, instrumental music, and vocal music with the consent of the instructor and provided that the effectiveness of the instructional program is not impaired
{TCA 49-1-104, MR&R 0520-1-3-03}.
4. The average pupil-teacher ratios listed above shall establish the minimum number of regular classroom teaching positions in each school exclusive of

principal, assistant principal, counselor, elementary art, elementary music, elementary physical education, librarian, special education, or other specialized positions {TCA 49-1-104}.

5. Specially funded programs such as Special Education and Title I shall follow the appropriate federal and state guidelines {TCA 49-1-104}.
6. The maximum number of students supervised by the librarian is equal to the maximum class size in the building {TCA 49-1-104}.
7. All waivers granted by the Commissioner shall be published in the local newspaper and a copy sent to the president of the Association {TCA 49-6-3110}.

ARTICLE: XIX-EMPLOYEE MATERIALS AND FACILITIES

A. MATERIALS

1. The Board shall provide \$200.00 (two hundred dollars) per teacher for instructional materials and supplies. The purchasing of materials and/or supplies shall be done according to the established accounting procedure, realizing that teachers may need an opportunity to purchase supplies other than the beginning of the year. Teachers who teach a class over the following maximums shall receive an additional \$50.00.

K-3 25 Students

4 28 Students

5-6 30 Students

7-12 35 Students

2. The Board shall provide \$150.00 (one hundred fifty dollars) per teacher to be pooled with all such teachers in a school. The money shall be spent for items or equipment that may exceed an individual teacher's allocation, for the benefit of all teachers and the school, and for the enhancement of the instructional program, as determined by the teachers in each school. The teachers shall not use money for basic building needs such as HVAC, carpets, furniture, items or equipment for the teacher's lounge, or the like as stated in TCA 49-3-359.
3. The Board shall provide consumable reading workbooks for each average daily membership in grades K-5 and one consumable for 6-8. The Board shall provide consumable math workbooks for each average daily membership in K-5 and non-consumable for 6-8. Kindergarten teachers may request that money for workbooks be used to purchase manipulatives.
4. Each teacher in K-12 may request that money in A-1 be used to purchase one (1) workbook in addition to the workbooks listed for K-5 or

a news magazine, such as Weekly Reader or Scholastic. The teachers shall make this request before the end of the first six weeks.

5. Homebound teachers shall be furnished with materials and supplies necessary to carry out the instructional program. Homebound teachers may purchase additional materials with the Coordinator of Instruction's approval. The purchase and reimbursement shall be done in accordance with Board policy.

B. FACILITIES

1. The Board shall provide in each school the following facilities for all employees:
 - a. **Storage Space**—space in the form of existing shelves and a four (4) drawer locking file cabinet for each employee within each instructional area in which to safely store his/her instructional materials, supplies, and equipment.
 - b. **Lounges/Workrooms**—An appropriately furnished, heated, air-conditioned room with a restroom for the exclusive use of the certified employees as a place to plan lessons, eat lunch, or relax during times when no duties are assigned if space is available. The lounge shall be regularly cleaned by the school custodial staff.
 - c. **Communication System**—a communication system so that employees can communicate with the main building office from their classrooms.
 - d. **Chalk/Dry Erase Boards**—Adequate chalk/dry erase board in every classroom including Special Education, Title I, Speech, and other instruction; or instructional support programs.
 - e. **Dictionary**—A classroom dictionary appropriate to the grade level upon teacher request.
 - f. **Books and Expendables** — A textbook for each daily membership in every subject, at least twenty (20) reams of copy paper, chalk, dry erase markers, a working pencil sharpener, a grade book, a plan book, and other such material required in daily teaching responsibility that is approved by the Director of Schools. These materials are not to be purchased with the money listed in A-1 or A-2, but rather shall be available to each teacher on or before the first pupil day.
 - g. **Access To Equipment**—Adequate typing/word processing facilities and use of well maintained equipment to make copies of instructional materials and adequate educational assistants and clerical personnel to assist employees in the preparation of instructional materials in a timely manner.
2. The principal shall assign employees to an appropriate room and other facilities in each school in which they work to permit the effective discharge of their responsibilities to their pupils. The principal shall not assign an employee to the gym to instruct students in any class but physical education/ wellness while physical education/wellness is being

taught. For example, band or English may not be taught in the gym along with physical education/ wellness at the same time. The principal shall also assign such employees a single classroom or office with a desk or other equivalent facility, at least one (1) four (4) drawer locking file cabinet, and a place to store material and supplies for their personal use. This classroom or office shall be for their use both during and outside of regular school hours. Employees shall have access to restroom facilities and the workroom during and outside of regular school hours.

3. The principal shall provide each employee with a key to his/her classroom, restroom, or workroom on request.
4. The principal shall assign a classroom to a roving teacher within a building (within a department if at the middle or high school) before assigning a classroom to a transfer or a new employee, except rooms equipped for Title 1 or Special Education shall be maintained as such and not reassigned unless to improve the working conditions or to better serve the program. (A roving teacher is one who instructs in different classrooms in one building.)
5. Upon one teacher's or both teachers' request, the principal shall place teachers who share one (1) classroom in the first available vacant, regular classroom. The principal shall assign the room according to building level seniority if multiple requests are made at the same time. The principal cannot move any program to create a vacant room without giving these programs equivalent or better facilities.
6. The principal shall assign properly licensed teachers to team-teach by teacher request or by the least system wide seniority within the building.

ARTICLE XX: INSERVICE/STAFF DEVELOPMENT

- A. Recognizing the importance of an in-service education program, which meets the needs of employees, the Board and the Association agree to establish an In-service/Staff Development Committee, which shall ascertain the needs of employees.
- B. The In-service/Staff Development Committee shall consist of seven (7) members, four (4) to be appointed by the Board and three (3) to be appointed by the Association. The Board shall designate one (1) of its four (4) representatives as the Committee Chairperson.
- C. The Board shall record the members of the In-service/Staff Development Committee in the minutes of the December Board meeting. The In-service/Staff Development Committee shall hold its first meeting during the first week of February of each year.
- D. Two (2) In-service/Staff Development days shall be planned by the Association and three (3) In-service/Staff Development days shall be planned by the Board subject to state approval.
- E. These In-service/Staff Development days shall be for instructional improvement of all employees. The Association may hold a business

meeting during lunch or before or after the In-service/Staff Development program. The Board will determine and provide the amount of funds for quality In-service/Staff Development programs and put these funds in the budget. All employees shall sign or clock in and out. There may be a roll call at any time during the day by a person appointed by the Director of Schools. There may be more than one (1) roll call. Employees are required to attend the full time of the In-service/Staff Development day. Anyone not attending will be charged one (1) sick leave day or one (1) day of pay will be deducted.

- F. In order to assure that employees have the best In-service/Staff Development training available, a coordinator or administrator may send employees to professional development programs during the school day. The administrator shall document the employees who attended and determine how the student program will be continued at no loss of benefits to the employee.

ARTICLE XXI: SICK LEAVE

A. ACCUMULATION OF BENEFITS

Unused sick leave days shall be accumulated from year to year in accordance with state law. Sick Leave shall be interpreted to mean leave of absence because of illness of an employee from natural causes or accident, quarantine, or illness or death of a member of the immediate family of an employee including the employee's wife or husband, parent, grandparent, child, grandchild, brother, sister, niece, nephew, aunt, uncle, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law, brother-in-law, sister-in-law, stepparents, step grandparents, stepchild, step grandchild, stepbrother, stepsister, half-brother, and half sister.

B. TRANSFER OF SICK LEAVE

The board shall grant to any employee, upon his/her employment or re-employment, the accumulated sick leave earned from previous employment in Tennessee in accordance with TCA 49-5-710 inclusive.

C. NOTICE OF ACCUMULATION OF SICK LEAVE

The accounting of accumulated sick leave for each employee shall be listed on each regular payroll check.

D. JOB RELATED ILLNESS OR INJURY

Absence due to illness or injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave benefits. In addition the board shall pay the employee the difference between the worker's compensation benefits and his or her salary. The employee benefits shall continue as under any sick leave use.

In the instance of a fraudulent or false injury claim the employee shall be required to reimburse the board for any monies paid to the employee for said claim, and the employee may be subject to dismissal.

E. PARTIAL DAY ABSENCE SUBTRACTED FROM SICK LEAVE

If an employee misses one (1) hour or more, then this amount shall be subtracted from his or her accumulated sick leave. Refer to Article XXIII E. for instances where less than one (1) hour is missed.

F. ANNUAL SICK LEAVE BONUS PAY

The board shall pay to each teacher a bonus for each of the ten (10) sick leave days not used each year. Days from previous years shall not be included. The amount received per day shall be equal to the current rate certified substitute teachers are paid. The money shall be received with the tenth (10th) check.

ARTICLE XXII: SICK LEAVE BANK

The Board and the Association agree to establish a sick leave bank according to the provision of TCA 49-5-801 thru 49-5-805.

Article XXIII: TEMPORARY LEAVES OF ABSENCE

A. PERSONAL/PROFESSIONAL

Each employee shall be allowed a total of two (2) days of paid leave per school year employed, non-accumulative, for personal/professional leave in accordance with state law. This leave shall be credited to the employee at the beginning of the school year with the understanding that if the employee does not fully earn the two (2) days then any unearned day(s) shall be deducted from the employee's paycheck.

B. JURY AND LEGAL

An employee called for jury duty or subpoenaed as a witness in a court of competent jurisdiction or required by the Board to appear in a court-related proceeding during the workday shall suffer no loss in pay or leave days. When the Board is paying the employee for the day(s) away from work, any fees or remuneration the employee receives during such leave shall be turned over to the Board, and the employee will be compensated at his/her regular rate. The employee shall provide (to the payroll department) a copy of the subpoena or other comparable court document to verify court appearance and as a condition precedent to receiving compensation. The employee shall return to work at the conclusion of his/her obligation in court if reasonable travel time would allow him/her to arrive two (2) hours or more before the end of the workday.

C. BREAVEMENT LEAVE

Death of Friend–In the event of the death of a friend, the employee shall be granted the use of sick lave that may be accumulated.

Death of an Employee or Student–In the event of the death of an employee of student in the Union County School System, the principal or immediate supervisor of the deceased employee or student shall grant, to an appropriate number of employees, sufficient time to attend the funeral without loss of sick leave or personal leave.

D. PARTIAL DAY ABSENCE

The principal or administrator to whom the employee is directly responsible may excuse an employee for minor fractions (less than one (1) hour) of a day where a substitute is not required in circumstances of an emergency nature. This shall be documented in proper form and placed in the leave file.

E. ASSOCIATION

Up to twenty-five (25) total days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, or national affiliated organizations. The Association shall pay for the substitute.

F. ADMINISTRATOR LEAVE

The Board shall provide at least two (2) administrator leave days for each principal, assistant principal, or supervisor for the purpose of attending training, conferences, and other meetings in the discharge of his/her duties.

ARTICLE XXIV: EXTENDED LEAVES OF ABSENCE

1. ALL EXTENDED LEAVES OF ABSENCE EXCEPT FMLA AND MILITARY

A. PURPOSE

The Board shall grant leave to each employee for the purpose of public office, maternity, adoption, recuperation of health, service as an officer or on the staff of the Association, family illness or disability, or for the purpose of educational improvements and may grant leave for other sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits.

B. GENERAL CONDITIONS

All leave shall be requested in writing at least thirty (30) days in advance on forms provided by the Board. The 30-day notice may be waived or reduced by the Board upon submission of a certified statement by a physician. The application for leave forms shall require:

1. A description of the type of leave requested;
2. The requested dates for beginning and ending the leave; and
3. A statement of intent to return to the position from which leave is granted.

Each request must be acted upon by the Board at the next regular board meeting. Each applicant shall be notified in writing of the Board's action. All leaves, except military leave, shall be from a specific date to specific date.

For the purpose of recuperation of health, the employee shall be granted a leave extension of up to three (3) years from the beginning date of the original leave.

For all other listed purposes the employee shall be granted an extension of up to at least two (2) years from the beginning date of the original leave.

The procedure and condition for extending a leave are the same as those used when originally requested and granting the leave.

Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim teacher while the teacher is on leave. If the teacher returns from leave within 12 months, the interim teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be placed in the same or a comparable position upon return.

Any teacher on leave shall notify the Director at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she is on leave. Failure to give such notice shall be considered breach of contract. (TCA 490-5-702 through TCA 49-5-709.)

Request for leave shall not be granted for employment in another job.

C. PAY AND BENEFITS

All leave granted in conformance with this policy shall be without pay except as may be covered by sick leave in the case of maternity leaves. The Board shall keep the employee under any group health plan for the first twelve weeks of the leave (with the employee continuing to pay his/her portion of the premium) after which time employees shall have the opportunity to continue participation, totally at their own expense, in group insurance plans subject to restrictions of the insuring carrier.

2. FAMILY MEDICAL LEAVE ACT (FMLA)

A. PURPOSE

To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child, and for the care of a child, spouse, or parent who has a serious health condition.

B. ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the Board or anyone who has at least 1250 hours of service during the previous twelve month period. (Family Medical Leave Act of 1993)

C. GENERAL PRACTICES

- 1. Any licensed employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or adoption of a child, or the care of a child, spouse, or parent who has a serious health condition.
- 2. Any licensed employee on maternity leave shall be permitted to use accumulated sick leave during the period of actual physical disability only. (TCA 49-5-710) Otherwise, the maternity leave shall be unpaid leave.
- 3. A physician’s statement may be required by the Board when determining the period of actual physical disability.
- 4. Requests for leaves and extensions of leave shall conform to state law governing all leaves of absence. (TCA -5-704)

D. RESTRICTIONS

- 1. For the foreseeable leave, the employee shall provide the Board with at least thirty (30) days written notice before the beginning of the anticipated leave.
- 2. The Board may require that a request for leave be supported by certification issued by a health care provider with the following information:
 - a. The date on which the serious health condition commenced
 - b. The probable duration of the condition
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition, and
 - d. A statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed.
- 3. If there is any reason to doubt the validity of the certification provided, the Board may require, at the expense of the Board, an opinion of a second health care provider.
- 4. Intermittent Leave–When a licensed employee requests foreseeable intermittent leave and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, the Board may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of any planned medical treatment, or to transfer temporarily to an available alternative position offered by the Board for which the employee is qualified, and that has equivalent pay and benefits and better accommodates

recurring periods of leave. If the intermittent leave period occurs over a span of twelve (12) calendar months or less, the employee shall be returned to his/her original position. If the intermittent leave period occurs over a span exceeding twelve (12) calendar months, the employee shall be placed in the same or a comparable position upon return.

5. The leave year shall be July 1 thru June 30.

E. REQUIREMENTS OF THE BOARD

1. The employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay or other terms of employment.
2. The employee shall be kept under any group health plan for the duration of the leave with the employee continuing to pay his/her portion of the premiums.
3. The Board may recover any premium paid by the Board under the following conditions.
 - a. The employee fails to return from leave after the period of leave has expired.
 - b. The employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

3. MILITARY LEAVE

Employees who are members of any reserve component of the Armed Forces of the United States shall be granted leave of absence for all periods of military service during which they are engaged in the performance of duty or training in the service of the state or the United States. [U.S.C. 2024(d) and 2021 (a) (B).] Reservists who anticipate military duty during the school year must give written notice to the director, within thirty (30) days of the beginning of the school year or the dates of the anticipated duty. While performing such duty or training, the employee shall be paid his/her regular salary up to a maximum of fifteen (15) working days in any one (1) calendar year, plus any such additional days as may result from any call to active duty. (TCA 8-33-109) An employee called to active duty by the governor to enforce the laws of the state shall be paid his/her regular salary for such time as he/she is engaged in the performance of his/her duty, and any time spent in active state duty shall not count against the fifteen-day period of leave allowed for military service. [TCA 58-1-106 (d); AGO 91-13]

Request for leaves and extension of leaves shall conform to state law and board policy governing all leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for dismissal.

The employee shall supply a copy of the orders for duty, including the dates of departure and return it to the Director prior to, or simultaneous with, requesting leave.

ARTICLE XXV: SABBATICAL LEAVE

PURPOSE

A sabbatical leave may be granted to an employee by the Board for study, including study in another area of specialization, or for other reasons of value to the school system.

CONDITIONS

Sabbatical leave may be granted, subject to the following conditions:

1. Percentages of Employees

Sabbatical leave shall not be granted to more than five per cent (5%) of the employees in any given school during the same period, provided, however, on making this calculation any major fraction shall be considered as one (1); and in schools of ten (10) employees or less, one (1) employee will be considered.

2. Requests

Prior to Board consideration, requests for sabbatical leave shall be presented to a jointly established Sabbatical Leave committee (SLC). Such committee shall be composed of three (3) Board members and three (3) employees representing the elementary, middle, and secondary teaching levels. The Board shall appoint its representatives and the Association shall appoint the employee representatives. Requests containing such information as prescribed by the Board shall be submitted to the SLC no later than January 31 and recommendations from the SLC to the Board for action must be made no later than March 15 of the school year prior for which the leave is requested.

3. Minimum Time to Qualify

The employee shall have completed a minimum of seven (7) total years of experience with two (2) full school years of continuous service immediately preceding the requested time of leave all in the Union County School System in order to be eligible for sabbatical leave. Approved parental leave (adoptions, maternity) shall not be deemed to affect the seven (7) years of total experience.

4. Remuneration

During a period of sabbatical leave, an employee may engage in remunerative employment and may accept grants or fellowships.

5. Return

Upon return from sabbatical leave, an employee shall be placed on the salary index and resume the same benefits he/she would receive had he/she taught in the system during the same period.

6. Limitations

- a. This leave, if granted, shall have the following limitations:
- b. The leave shall be unpaid except to the extent the Board is reimbursed or in the case of a teacher exchange program where the other participating system(s) also pays their employee.
- c. The leave shall be limited to a maximum of two (2) full school years.

ARTICLE XXVI: EMPLOYEE EVALUATION

It is understood and agreed by the parties that the principal objective of professional evaluation is to maintain and improve the quality of education in the system. Evaluations shall be performed according to state law and local evaluation shall be in accordance with the state plan. In addition, the following guidelines shall be followed:

- A. All employees to be evaluated shall be notified by October 1, and given copies of the procedures, criteria, and instruments used.
- B. Evaluations shall be done by principals or supervisory personnel. Supervisors are designated by the Board to supervise certain programs. Supervisors and principals will work together, with the supervisor being responsible for devising job descriptions, inventories, and State approved curriculum to be used during the school year. These documents will be on file by June 1. The supervisor of a respective program will conduct at least one (1) evaluation with at least two (2) observations on these employees.
- C. Observations shall be for at least 45 (forty-five) minutes.
- D. Each evaluated employee shall receive a copy of the written evaluation signed by both parties with any additional remarks or comments of either party attached within fifteen (15) days of the observation.
- E. All observations, whether announced or unannounced, shall be conducted openly and with the full knowledge of the employee. The observing principal or supervisor shall have a conference with the evaluated employee after each observation.
- F. No written report shall be submitted to the Director or placed in the employee's file without a prior conference.

ARTICLE XXVII: PERSONNEL FILES

A. CONTENTS

- 1. The school system shall not establish any personnel files, which are not available for the employee's inspection.

2. All materials in an employee's files shall be signed and dated. Neither anonymous material nor the fact that a grievance has been filed shall be placed or maintained in an employee's personnel file.
3. The employee shall be notified in writing of any placement of material in the personnel file. The employee shall initial and date the material and may prepare a written response which shall be attached to the material and placed in the file before any administrative action concerning the material is taken.

B. MAINTENANCE

1. The school system shall maintain the employee's personnel files at the system's Central Office.
2. Any files kept by an employee's immediate supervisor shall be available for inspection by the employee.

C. ACCESS TO FILES

1. An employee shall have the right, upon request, to review the contents of his/her personnel files and to receive copies of any document contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review.
2. Access to personnel files shall be limited to members of the school system's administration and Board of Education on a need to know basis except by written authorization from the employee.

D. USE OF FILES

With the exception of the action of rehiring non-tenured employees, an employee shall have the opportunity to review and attach a rebuttal statement to any material before it is used in any adverse or administrative action concerning the employee.

ARTICLE XXVIII: COMPLAINTS

Any complaint regarding an employee made to any member of the administration by a parent, student, or other person who may be used in any manner in evaluating an employee shall be promptly investigated. Should this complaint result in negative or derogatory material being placed in the employee's personnel files, the employee shall be given an opportunity to respond to the results of the investigation. Unsubstantiated, anonymous complaints will not be used to bring charges professional employees.

ARTICLE XXIX: FAIR TREATMENT

A. NOTIFICATION OF DEFICIENCIES

1. The Board shall notify an employee in writing within ten days of

knowledge of the alleged occurrence of any inefficiency, incompetency, neglect of duty, unprofessional conduct, or insubordination. The specific offense or offenses will be specified. The person or persons making the allegations shall be required to sign the allegations.

2. If an alleged deficiency should be reported by an immediate supervisor, the Board shall require the immediate supervisor to notify the employee in writing within ten (10) days of knowledge of the alleged occurrence, indicate the expected correction, and state a reasonable period of time for the correction to occur.

B. RIGHT TO REPRESENTATION

When an employee is brought before two (2) or more administrators, supervisors, or Board members for criticism, warning, or reprimand, such employee shall have the right to be accompanied by a representative of his/her own choosing if he/she so requests.

C. DUE PROCESS

1. No employee shall be discharged, suspended, disciplined, reprimanded, or deprived of any professional advantage without just cause.
2. If, in the opinion of the Board, charges are of such a nature as to warrant the dismissal of the employee, the Director shall give the employee a written notice within ten days of this decision, together with a copy of the charges against him/her and a copy of a form which shall be provided by the State Commissioner of Education advising the employee of his/her legal duties, rights, and recourse.
3. An employee under permanent tenure or limited tenure who is dismissed or suspended by action of the Board, may obtain a judicial review by filing a petition in the Chancery Court of Union County, Tennessee. Such petition shall be filed within thirty (30) days from the receipt by the employee of notice of the decision of the Board.

D. RECOMMENDATIONS

If any employee with a satisfactory evaluation is terminated solely due to a drop in enrollment, said employee's recommendations to all prospective employers shall reflect this reason.

CAREER LADDER CHOICE

The legislative act establishing the career employee program provides that an employee certified prior to the effective date of the act has the option of becoming certified as a career level employee. An employee who has chosen to participate in the career level program may choose to drop out of the program and return to the status of his original certificate. Since either certificate is an appropriate option for an employee certified prior to July 1, 1984, no employee shall be deprived of any right or professional advantage because of either choice.

F. NON-DISCRIMINATION

All employees shall be treated fairly.

ARTICLE XXX: SENIORITY

A. DEFINITIONS

1. System-wide seniority shall be defined as the length of an employee's continuous service in the negotiating unit from the most recent date of permanent employment.
2. Seniority shall accrue during authorized leaves of absence and periods of layoff.
3. In the event that more than one (1) employee has the same date of hire, seniority shall be determined by random selection.

B. SENIORITY LIST

1. An accurate system-wide seniority list shall be prepared by the Director of Schools and provided to the Association and posted on all employee bulletin boards at the building level by September 30th of each school year.
2. A building level seniority list shall be prepared by the principal and posted on the employees' bulletin board in each building by September 30th of each school year.

ARTICLE XXXI: NON-DISCRIMINATION

The Association and the Board agree that there shall be 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 of race, creed, color, religion, national origin, age, sex, domicile, or marital status. Further, there shall be no discrimination against any employee because of his/her membership in the Association, his/her participation in any activities of the Association, or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under this Agreement, or law or otherwise with respect to any terms or conditions of employment.

ARTICLE XXXII: PERSONAL AND ACADEMIC FREEDOM

A. PERSONAL

The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his/her assigned functions during the workday, except when deemed in conflict with TCA 49-5-501, Item 3.

B. CITIZENSHIP

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee.

D. ACADEMIC

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Union County School System, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions. Controversial issues will be presented in a fair and appropriate manner, and the maturity level of the students as well as course content will be considered. The administration shall assist and support employees who are in doubt or being criticized regarding the appropriateness of instruction.

ARTICLE XXXIII: STUDENT DISCIPLINE PROCEDURES

A. SUPPORT AND ASSISTANCE

The board recognizes its responsibility to give support and assistance to principals and teachers with respect to their responsibility for maintenance of control and discipline in accordance with Board discipline policies in the school building, on the school grounds, on the school buses going to and from school, during intermission, lunch or recess period, or while engaged in school sponsored extra-curricular activities at or away from school, or while on school buses going to and coming from such activities.

B. BOARD DISCIPLINE PROCEDURES

The Board shall provide each school with a copy of its written policies for corporal punishment, withholding privileges, verbal chastisement, suspension and expulsion from the school and/or school buses in accordance with the provision of Title 49, Chapter 13 of Tennessee Code Annotated, and related court rulings. The principal will provide these policies for each employee.

C. REVISING DISCIPLINE POLICIES

A committee composed of an equal number of Board appointees and Association members shall meet each spring for reviewing, and/or revising student discipline procedures or policies in accordance with this article. Any changes or recommendations must be approved by the Board.

ARTICLE XXXIV: INDIVIDUAL CONTRACTS

Any individual agreement or contract between the employer and an employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or agreement contains any language inconsistent with this Agreement, this Agreement shall be controlling.

ARTICLE XXXV: SAVINGS

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or of compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby. The parties shall, if appropriate, enter into negotiations to rectify the discrepancy.

ARTICLE XXXVI: EXISTING RIGHTS

All rights and responsibilities of the Board, the Director, and the professional employees, except those modified by this Agreement, shall be preserved

ARTICLE XXXVII: MODIFICATION OF AGREEMENT

This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this agreement, negotiations shall commence not more than ten (10) days thereafter. All understandings and agreements shall be reduced to writing, signed by both parties, and made a part of this agreement.

ARTICLE XXXVIII: DURATION

The provisions of this Memorandum of Agreement shall be effective upon ratification of both parties and shall remain in full force and effect for three years from date of ratification. Ratification date:_____.

Annual re-openers shall be Article VIII: Salaries and Article IX: Insurance. Each of the parties may also choose for a reopener, two (2) additional articles. Any Article mutually agreed upon may be reopened. Any article to be reopened must be done so at the same time as Articles VIII and IX.

Each professional employee shall be given a copy of this Agreement within 30 days after ratification. The Board shall provide a copy to professional employees hired subsequently. The Board and the Association shall share equally all costs associated with producing, proofing, copying, and distributing the contract.

This Agreement is signed and entered into this the 11th day of December, 2008.

For the
Union County Education Association

Lisa Carter

President
Marilyn Toppins

Spokesperson

Team Members

Sarah Maness _____

Carolyn Murr _____

For the
Union County Board of Education

Brian Oaks

Chairman of the Board
Ronnie Mincey

Spokesperson

Team Members

Chris Upton _____

Appendix C
December 11, 2008

Schedule C-1												
Years Experience	0	1	2	3	4	5	6	7	8	9	10	Max. Assist.
UCHS/HMMS Football / Basketball Head	1600	1840	2080	2320	2560	2800	3040	3280	3520	3760	4000	
UCHS/HMMS Football / Basketball Assist	800	920	1040	1160	1280	1400	1520	1640	1760	1880	2000	FB=4, BB=2
Schedule C-2												
Years Experience	0	1	2	3	4	5	6	7	8	9	10	
Other UCHS/HMMS Sports Head	900	1060	1220	1380	1540	1700	1860	2020	2180	2340	2500	
Other UCHS/HMMS Sports Assistant	450	530	610	690	770	850	930	1010	1090	1170	1250	1 each
Schedule C-3												
Years Experience	0	1	2	3	4	5	6	7	8	9	10	
Elementary Basketball	500	550	600	650	700	750	800	850	900	950	1000	None
Athletic Director	600											None
Student Organization/Club Sponsor	250											None
High School Band	900	1060	1220	1380	1540	1700	1860	2020	2180	2340	2500	1 each
Middle School Band	900	1060	1220	1380	1540	1700	1860	2020	2180	2340	2500	1 each
UCHS/HMMS cheerleader included in other sports	one head coach and one assistant for each football / basketball at each UCHS/HMMS											
Elementary Cheerleader Sponsor	300	325	350	375	400	425	450	475	500	525	550	None

Appendix A-1
 2008-2009 Union County Salary Schedule for Teachers and Principals

Step	BA	MA	MA+30	EDS	PhD
0	\$31,579	\$34,450	\$36,519	\$37,213	\$39,682
1	\$32,840	\$35,744	\$37,814	\$38,487	\$40,607
2	\$33,096	\$36,004	\$38,073	\$38,747	\$40,866
3	\$33,404	\$36,308	\$38,378	\$39,061	\$41,191
4	\$33,935	\$36,905	\$38,949	\$39,652	\$41,920
5	\$34,530	\$37,571	\$39,636	\$40,284	\$42,825
6	\$35,166	\$38,235	\$40,310	\$40,988	\$44,034
7	\$35,782	\$38,900	\$40,955	\$41,664	\$45,008
8	\$36,419	\$39,583	\$41,623	\$42,763	\$46,403
9	\$37,024	\$40,224	\$42,288	\$43,727	\$47,442
10	\$37,585	\$40,824	\$42,909	\$43,956	\$47,671
11	\$38,227	\$41,482	\$43,591	\$44,931	\$48,721
12	\$38,807	\$42,062	\$44,157	\$45,170	\$48,975
13	\$39,414	\$42,743	\$44,853	\$46,165	\$50,060
14	\$40,000	\$43,370	\$45,444	\$46,404	\$50,289
15	\$40,634	\$44,025	\$46,110	\$47,433	\$51,398
16	\$40,689	\$44,080	\$46,165	\$47,488	\$51,453
17	\$40,793	\$44,204	\$46,472	\$48,357	\$52,412
18	\$40,847	\$44,258	\$46,526	\$48,411	\$52,466
19	\$40,952	\$44,736	\$47,371	\$49,296	\$53,456
20	\$41,137	\$44,921	\$47,556	\$49,481	\$53,641

Appendix A-2
 2008-2009 Union County Salary Schedules for Supervisors

Step	BA	MA	MA+30	EDS	PhD
0	\$32,819	\$35,680	\$37,764	\$38,488	\$40,632
1	\$34,110	\$37,004	\$39,079	\$39,782	\$41,567
2	\$34,366	\$37,264	\$39,338	\$40,042	\$41,826
3	\$34,689	\$37,583	\$39,673	\$40,381	\$42,151
4	\$35,250	\$38,210	\$40,264	\$41,002	\$42,915
5	\$35,865	\$38,906	\$40,981	\$41,659	\$43,840
6	\$36,541	\$39,600	\$41,680	\$42,393	\$45,074
7	\$37,182	\$40,296	\$42,360	\$43,099	\$46,063
8	\$37,859	\$41,033	\$43,073	\$44,258	\$47,483
9	\$38,489	\$41,704	\$43,773	\$45,242	\$48,557
10	\$39,065	\$42,294	\$44,389	\$45,481	\$48,786
11	\$39,737	\$42,997	\$45,111	\$46,486	\$49,871
12	\$40,327	\$43,567	\$45,677	\$46,735	\$50,120
13	\$40,964	\$44,293	\$46,408	\$47,755	\$51,240
14	\$41,555	\$44,915	\$46,999	\$48,014	\$51,464
15	\$42,224	\$45,615	\$47,705	\$49,063	\$52,603
16	\$42,279	\$45,670	\$47,760	\$49,118	\$52,658
17	\$42,408	\$45,809	\$48,092	\$50,022	\$53,637
18	\$42,462	\$45,863	\$48,146	\$50,076	\$53,691
19	\$42,592	\$46,376	\$49,021	\$50,996	\$54,706
20	\$42,777	\$46,561	\$49,206	\$51,181	\$54,891

GRIEVANCE FORM

GRIEVANT'S NAME _____ LOCATION _____

ASSIGNMENT: _____
Grade(s) and/or Subject(s)

DATE OF VIOLATION: _____

Nature of Grievance:

Provisions Violated:

Relief Sought:

Signature of Grievant

Signature of Association Representative

.....

Step	Date Filed	Assoc. Initials	Date Meeting	Admin. Initials	Date Response	Admin. Initials	Response Received	Assoc. Initials
1	_____	_____;	_____;	_____;	_____	_____;	_____	_____
2	_____	_____;	_____;	_____;	_____	_____;	_____	_____
3	_____	_____;	_____;	_____;	_____	_____;	_____	_____
4	_____	_____;						

TIME LINES:

Informal and Step I:
 20 days from violation to have Informal
 10 days from Informal to file
 10 days from filing to hold meeting
 10 days from meeting to answer

Steps II & III:
 10 days from answer to file
 10 days from filing to hold meeting
 10 days from meeting to answer
Step IV:
 30 days from answer to submit to arbitration

Each and all written responses with reason(s) shall be attached to this Form and copies sent to persons required in Article VI: Grievance Procedure of this Agreement.

Appendix E

For office use only

Date received

UNION COUNTY SCHOOL SYSTEM

Transfer Request Form

Name _____ Certificate Number _____

Present Position _____ at _____ School

Requested Position _____ at _____

Reasons and Qualifications: _____

Signature _____

Date signed _____

Remarks: _____

APPENDIX F

49-1-104. Maximum class size — Waiver — Split-grade classes. —

(a) It is the intent of the general assembly that every LEA move expeditiously and promptly toward the goals established in this section, and to that end, effective four (4) years from the date the basic education program is fully funded, neither the commissioner nor the state board of education shall grant waivers from the maximum class sizes established in this section. Every public local school system shall have as a policy that pupil-teacher ratios should not exceed the averages prescribed in this section. In no school building shall the average size of any grade level unit prescribed herein exceed the stated average, though any individual class within that unit may exceed the average; provided, that no class shall exceed the prescribed maximum size.

Grade Level	Average	Maximum Class Size
K-3	20	25
4-6	25	30
7-12	30	35
Vocational Education	20	25