

2004-2007

**CONTRACT
BETWEEN
HAWKINS COUNTY
BOARD OF EDUCATION
AND THE
HAWKINS COUNTY
EDUCATION
ASSOCIATION**

EFFECTIVE DATES: JULY 1, 2004 - JUNE 30, 2007

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
PREAMBLE		i
ARTICLE I:	RECOGNITION	1
ARTICLE II:	NEGOTIATIONS PROCEDURE	2-3
ARTICLE III:	ASSOCIATION RIGHTS	4-5
ARTICLE IV:	STATUS QUO	6
ARTICLE V:	PUPIL-TEACHER RATIO	7
ARTICLE VI:	GRIEVANCE PROCEDURE	8-12
ARTICLE VII:	MANAGEMENT RIGHTS	13
ARTICLE VIII:	TEACHER EVALUATION	14-15
ARTICLE IX:	PERSONNEL FILES	16-18
ARTICLE X:	PERSONAL AND ACADEMIC FREEDOM	19
ARTICLE XI:	FAIR TREATMENT	20
ARTICLE XII:	NON DISCRIMINATION	21
ARTICLE XIII:	COMPLAINTS	22
ARTICLE XIV:	TEACHING HOURS & LOAD	23-25
ARTICLE XV:	ASSIGNMENTS, TRANSFERS, VACANCIES & PROMOTION	26-28
ARTICLE XVI:	LAYOFF AND RECALL	29-30
ARTICLE XVII:	SAFETY PROVISIONS	31
ARTICLE XVIII:	TEACHER MATERIALS & FACILITIES	32-33
ARTICLE XIX:	SCHOOL CALENDAR	34
ARTICLE XX:	STUDENT DISCIPLINE	35-36
ARTICLE XXI:	IN-SERVICE EDUCATION	37
ARTICLE XXII:	CURRICULUM DEVELOPMENT	38
ARTICLE XXIII:	FAMILY AND MEDICAL LEAVE	39-41
ARTICLE XXIV:	SICK LEAVE	42-44

ARTICLE XXV:	TEMPORARY LEAVE(S)	45-48
ARTICLE XXVI:	EXTENDED LEAVE(S)	49-50
ARTICLE XXVII:	DUES AND DEDUCTIONS	51
ARTICLE XXVIII:	SALARIES, WAGES AND BENEFITS	52-53
ARTICLE XXVIX:	SUPPLEMENTAL PAY	54-57
ARTICLE XXX:	INSURANCE	58-59
ARTICLE XXXI:	EARLY RETIREMENT INCENTIVE PROGRAM	60-62
ARTICLE XXXII:	SAVINGS	63
ARTICLE XXXIII:	SICK LEAVE BANK	64-66
ARTICLE XXXIV:	MAINTENANCE OF BENEFITS	67
ARTICLE XXXV:	MODIFICATION OF AGREEMENT	68
ARTICLE XXXVI:	DURATION	69
APPENDIX CONTENTS:		70
APPENDIX (A-R):		71-93

PREAMBLE

This Agreement, made and entered into this _____ day of _____, by and between the Board of Education of Hawkins County, hereinafter called the "Board", and the Hawkins County Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the parties recognize that the Board has been created and empowered by the state law with the authority for the operation of the Hawkins County Schools and that the legal power and authority of the board, outside the realm of this contract will not be affected or diminished; and,

WHEREAS, the Association and the Board recognize their mutual obligation and authority to negotiate in good faith a contract for the professional employees of the Hawkins County School System (Tennessee Code Annotated 49-5-601 through 49-5-613) and,

WHEREAS, the Association and the Board have reached certain understanding through good faith negotiations;

It is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. Unit

The Board hereby recognizes the Hawkins County Education Association, an affiliate of the Tennessee Education Association and National Education Association, as the exclusive representative for the purpose of collective negotiations and grievances of all professional personnel employed in positions within the Hawkins County School System which requires certificates issued by the State Department of Education.

B. Definition

1. Professional Employee

The phrase "Professional Employee" includes any personnel employed by the Board in a position which requires a certificate issued by the State Department of Education for service in public elementary and secondary schools of Tennessee supported, in whole or in part, by local, state, or federal funds. Substitute teachers are excluded from the terms of this agreement.

2. Teacher or Employee

Means any person included in the negotiating unit. Whenever the singular is used in this agreement, it is to include the plural, and references to males will include females.

3. Board

Shall mean the Board of Education of the Hawkins County School System or its duly authorized representatives or agents.

4. Association

Shall mean the Hawkins County Education Association or its duly authorized representatives or agents.

ARTICLE II: NEGOTIATIONS PROCEDURE

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 through 49-5-613. During such negotiations the Board and the Association will present relevant data, exchange points of view, and make proposals and counter-proposals.

B. Meetings

1. No earlier than January 1 and 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. At the next regularly scheduled Board meeting, not to exceed thirty (30) days from the date of request, the parties will establish a mutually convenient time and place for meeting. The meeting shall take place no later than twelve (12) days following that meeting. Additional meetings as may be necessary to complete an agreement shall be agreed upon by the negotiations representatives.

3. It is mutually agreed that no part of the negotiations procedure will take place during regular school hours.

C. Negotiating Team

Neither party shall have any control over the number and 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 through 49-5-613. The parties mutually pledge that their representatives will have the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.

D. Access to Information

The Board shall make available to the Association upon request all public documents including, but not limited to, financial reports and tentative budgetary requirements and allocations, agendas and minutes of all board meetings, for the purpose of assisting the Association in developing constructive proposals.

E. Mediation

If all reasonable efforts do not produce agreements, either party may request mediation.

F. 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. If fact-finding/advisory arbitration does not result in agreement, and if both parties agree, negotiations may be resumed.

G. Tentative Agreement

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

2. Should the body empowered to appropriate funds fail to approve any appropriations necessary to the negotiated agreement, the Budgetary item in the agreement shall be negotiated.

ARTICLE III: ASSOCIATION RIGHTS

A. Use of Facilities

The Board grants the Association and its members the right to make use of school buildings and facilities at all reasonable hours for meetings and to use any equipment (including, but not limited to, typewriters, mimeographing machines, and all types of audio-visual equipments not otherwise in actual use, provided that this does not interfere with or interrupt the normal and smooth operation of the school, and provided further that the school or system shall not be expected to bear any expense of the Association's use of such facilities or equipment. The scheduling of Association meetings shall be coordinated with the principal of the building in which the meeting is to be held, and the Association will be responsible for the custodian's wages (per Board-adopted custodial wage scale, including over-time) when the school's custodian is subject to open and close the building and to clean after meetings.

B. Communications

The Association may post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teachers' lounges or workrooms, and which are not generally open to the public or students. The Association may use the employee mailboxes and e-mail for communications to employees or members of the Association.

C. Access to Members

Duly-authorized representatives of the Association and its respective affiliates are granted permission to transact official Association business on school property during duty free lunch periods, before and after school hours.

D. Board Meetings

1. The Board shall place on the agenda of each Board Meeting items for consideration under "New Business" any matters brought to its consideration by the Association, provided that such matters are made known, in writing, to the Director of Schools five (5) days prior to said meeting. In case of an emergency the five (5) day limit of notification may be waived.

2. The President of the Association, or a designee, shall receive a copy of the Board agenda and any materials pertinent to the Association at the time the materials

are distributed to the Board. Any material deemed by the Administration to be sensitive or confidential in nature, material which does not relate to the Association or its members, or material expressly requested to be confidential by an employee will not be considered to be pertinent.

E. In-Service Meeting

The Association shall be allowed a reasonable time during the opening In-service Day of each school year to conduct a general meeting of Association members.

ARTICLE IV: STATUS QUO

Nothing contained herein shall be construed to deny or restrict to any teacher, or the Hawkins County Board of Education, such rights as he/she/it may have under Tennessee School Laws or other applicable laws and regulations.

ARTICLE V: PUPIL-TEACHER RATIO

As per BEP Standards (TCA-40-1-104).

ARTICLE VI: GRIEVANCE PROCEDURE

SECTION I:

A. Purpose

The purpose of this grievance procedure shall be to obtain equitable solutions to grievances at the lowest possible level in the shortest period of time by providing for democratic interpretation of the negotiated contract.

B. Definitions

1. A "grievance" is defined as any allegation by a member of the bargaining unit of a violation, misinterpretation, or misapplication of the terms of the Agreement.

2. A "grievance" is defined as any member(s) of the bargaining unit or the Association filing a grievance if its rights are violated as stated in Article IV. One or more individuals who claim their rights have been violated must agree to and sign the grievance for it to be valid.

3. The term "day" is defined as any school day 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 is defined as any day, Monday through Friday, excluding holidays.

4. An Association Representative is the HCEA grievance representative, the HCEA faculty representative, or the current HCEA President, or his designee.

5. A "Panel of Inquiry" as used herein shall mean a three (3) member committee to be appointed and consisting of the following:

- a. A designee of the Hawkins County Board of Education.
- b. A designee of the Hawkins County Education Association.
- c. An impartial chairman selected and mutually agreed upon by the Board and the Association designees.
- d. On or before the July Board Meeting, the designees of the Board and the Association shall be named, and by September 15, the chairman shall be selected.
- e. If the designee of the Board or the designee of

the Association is unable to serve, the chairman of the Board or the Association President may appoint a temporary alternate for their respective organizations.

- f. If the chairman is unable to serve, the Association and Board designees shall immediately appoint a replacement, per provisions outlined in "c" above.

C. Written Forms

1. Forms for filing and appealing grievances shall be found at Appendix A and B.
2. These forms shall be furnished to each school by the Board of Education and shall be printed at the Association's expense.
3. These forms shall be kept in the office of each school in a place readily accessible to any teacher.

D. Limitations

1. Failure of a grievant to adhere to the time lines will result in the resolution which was obtained at the last step of the procedure.
2. Failure of any step of the procedure to communicate the decision of the grievance within the specified time limit shall permit the grievant to proceed to the next step.
3. A grievance may be withdrawn by the grievant at any time.
4. The Association Representative will be present at all steps, if requested.

SECTION II:

Step I:

If a teacher feels that he/she has a grievance, he/she shall first discuss the matter with the principal (or the appropriate supervisor designated by him/her), within fifteen (15) days after knowledge of the event or condition upon which the grievance is based. The teacher shall have the right to be accompanied by the Association Representative, if requested. The parties shall make every effort to settle the difficulty within five (5) days of the notification of the aggrieved condition. If the grievance involves more than one person, the Association

Representative, at the grievers request, may initiate a grievance on the parties' behalf.

Step II:

1. If the grievance is not resolved at Step I within five (5) days to the grievant's satisfaction, the grievant (or the Association's Representative at the grievant's request) may present the grievance in writing within five (5) days to the appropriate area supervisor.
2. Upon receipt of the grievance, the area supervisor shall arrange a meeting with the grievant(s) and may call any witness who is directly involved within seven (7) days. The meeting shall take place at the school in which the grievance is filed, or in the case of a grievance filed by the Association on behalf of two (2) or more bargaining unit members, the meeting shall be held in the Director of Schools office.
3. A written statement of the decision made at this meeting shall be sent to the grievant and the Association Representative within five (5) days following the meeting.

STEP III:

1. If the grievance is not resolved at Step II, the grievant (or Association Representative at the grievant's request) may refer the grievance to the Director of Schools within five (5) days after receiving the written decision at Step II.
2. Upon receipt of the referral, the Director of Schools shall arrange a meeting within ten (10) days. The meeting shall be conducted at the Director of Schools office.
3. Within five (5) days after the meeting, the Director of Schools, or his designee, shall issue a written decision with a copy being sent to the grievant and the Association Representative.

STEP IV:

1. If no decision is rendered within ten (10) days of the Step III meeting, or if the decision is unsatisfactory to the grievant, the grievant shall within five (5) days request that the Association appeal to the Panel of Inquiry. The Association may appeal to the Panel of Inquiry by filing such written grievance, along with the decision of the Director of Schools, with the chairman of the panel.

2. The Panel within fifteen (15) days following receipt of the appeal shall hold a meeting with the Association Representative and the grievant to investigate the grievance.
3. The Panel shall submit its findings and decision to the Board of Education for consideration at the next Board meeting following completion of the investigation. Upon request by the grievant, the Panel shall submit its findings and decision to the Association President. The grievant shall receive a copy of the Panel's findings and response.

STEP V:

1. The Board shall review the grievance findings and response from the Panel of Inquiry at its next regularly scheduled Board meeting, provided the response is received five (5) days prior to the Board meeting. If the Panel's response is received less than five (5) days prior to the Board meeting, the grievance will be considered at the next regularly scheduled Board meeting.
2. The decision of the Board shall be made known at the next Board meeting. Copies of the decision shall be given to the grievant and the Association Representative.
3. If the grievance response from the Panel of Inquiry in Step IV is not satisfactory to the grievant, the grievant (or the Association Representative at the grievant's request) may request a review by the Board of Education. The request shall be made known in writing to the Director of Schools within five (5) days after the grievant has received the written response from the Panel of Inquiry in Step IV.
4. The Board shall review the grievance in a meeting with the grievant and the Association Representative at a regularly scheduled Board meeting, provided the grievance review request is received five (5) days prior to the Board meeting. A review request of less than five (5) days prior to said Board meeting will be reviewed at the next Board meeting for which the five (5) day limit was met. The meeting shall take place after school hours. The Director of Schools shall forward all related documents to the Board, and the grievant may present any witnesses he deems necessary.
5. The decision of the Board shall be made known at the next Board meeting. Copies of the decision shall be

given to the grievant and the Association Representative.

SECTION III:

- A. If both parties involved in the grievance process agree, any one or more steps up to Step IV may be bypassed, and the grievance will proceed to the next Step.
- B. Grievances, grievance answers, and references to grievances shall not be maintained in personnel files.
- C. No employee shall be required to discuss any grievance if the Association Representative is not present.
- D. If the investigation or processing of any grievance requires that the grievant or the Association Representative be released from his regular assignment, he shall be released without loss of pay or benefits, so long as the meeting is under management direction and/or the grievance procedure.
- E. No reprisals shall be taken by the Board or the Administration against the employee because of his participation in a grievance.
- F. The failure of the aggrieved party to proceed to the next Step of the Grievance Procedure within the time limits set forth shall be deemed to be in acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.
- G. The grievant (or the Association Representative involved) shall have the right to be represented by the Association at any Step in the Grievance Procedure.
- H. Grievances involving one or more teachers, one or more supervisors, or involving a building level administrator may be initially filed at Step II, and continued in all Steps of the Grievance procedure.
- I. Once a grievance has been stated in the appeal to Step II of the Grievance Procedure, the statement shall remain the same throughout the procedure.
- J. A grievance may be withdrawn at any level of this procedure.
- K. Failure at any Step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next Step.
- L. The Board and the Administration shall cooperate in the investigation of any grievance.

ARTICLE VII: MANAGEMENT RIGHTS

The Board has the authority over all operations and activities of the school system to the extent authorized by the law and the provisions of this Agreement.

ARTICLE VIII: TEACHER EVALUATION

A. Purpose

It is understood and agreed by the parties that the principle objective of professional evaluation is to maintain and improve the quality of education in the county. It is further understood and agreed that this objective can be more readily achieved by a willingness on the part of the Board and the Administration to assist all teachers, especially the less experienced ones, in improving their professional skills.

B. Notification

By October 1, each teacher being evaluated during the school year shall be informed of the evaluation procedures and be given a copy of the evaluation criteria and instruments to be used. The immediate supervisor (principal or assistant principal) shall make known to the teacher the evaluator's responsibilities to the teacher in completing the evaluation process.

C. Evaluation Procedure

1. The evaluation shall be conducted only by a qualified principal, assistant principal, supervisor or Director of Schools, per guidelines set forth in the State Model for Local Evaluation and as approved by the Board.
2. Formal evaluations shall be based only on observations made in person, in accordance with provisions and guide-lines set forth in the State Model for Local Evaluations. Each observation shall be for a minimum of one (1) class period. In classes where the school day is not divided into delineated periods, a period shall be interpreted to be at least forty-five (45) minutes. Each observation shall be preceded by a conference time in which the teacher shall have the opportunity to explain to the evaluator the instructional objectives to be covered and other pertinent information as may relate to evaluation procedures. Each observation shall be followed, within a reasonable length of time, by a post-conference. All such evaluations shall be conducted openly and with the full knowledge of the teacher. At least one (1) of the observations will be announced; remaining observations may be unannounced.
3. Apprentice, and Non-Tenured Teachers shall be observed at least three (3) times each year for the purpose of evaluation. All such evaluations shall be completed with

the proper forms filed with the Central Office by March 1st. Three-year Apprentice Teacher Evaluations and Recommendation Forms for Professional License shall be completed and filed appropriately by December 1st. Tenured Teachers, including those tenured teachers holding a Career Ladder I Certificate, shall be evaluated one (1) time every five (5) years. All evaluations for personnel being evaluated, except third-year Apprentice Teachers, shall be completed according to dates prescribed by the Board-approved State Model for Local Evaluation and Central Office instruction. Third-year Apprentice Teachers shall be evaluated as prescribed above and in accordance with state law. Again, at least one (1) prescribed observation will be announced.

D. Conference and Reports:

1. A copy of each formal written evaluation shall be given to the teacher, and a conference shall be held between the teacher and the evaluator within two (2) school days following each classroom observation. Exceptions to the two (2) day limit may be made only upon mutual agreement between the teacher being evaluated and the evaluator.
2. If a teacher feels that his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to all copies of the evaluation report.
3. Each post-observation conference will identify areas of strength and areas of weakness. The evaluation and the teacher shall, at this post conference, jointly prepare a development plan with related activities which will help in correcting the identified weakness or need. The teacher and the evaluator will also agree on a desired length of time needed for correcting an identified weakness.
4. No written evaluation shall be submitted to the Director of Schools, placed in the teacher's personnel file, or otherwise acted upon prior to a conference with the teacher as indicated above, except as may be part of this Agreement.
5. Positive assistance shall be provided to the teachers by the principal, assistant principal, and/or administrative staff upon recognition of professional difficulties or any observed deficiencies relating to job performance.

ARTICLE X: PERSONNEL FILES

A. Definition

Personnel Files shall be defined in two (2) categories: Administrative Files and Employee Performance Files.

B. Contents

1. The school system agrees not to establish any file which is not available for the employee's inspection. Recommendations and other similar confidential documents received prior to the teacher's employment shall be exempt from inspection.
2. Grievances, grievance answers, and references to grievances shall not be maintained in personnel files.
3. No anonymous materials shall be maintained in an employee's personnel file.

C Maintenance

1. The school system shall maintain the employee's personnel file(s) at the system's Central Office, except as otherwise expressed in this Agreement.
2. Employee Performance File(s) shall be maintained only at the school in the office of the principal, to include evaluations and performance reports. Upon the employee's resignation, retirement, lay-off, or termination the Employee Performance File shall be moved to the Central Office where it shall be maintained as an "Inactive File" for five (5) years. Inactive Files shall be treated as confidential material. Upon reemployment in the school system, the employee's performance file shall become active and returned to the school to which the teacher is assigned. Upon written request by a teacher, a copy of the evaluation/performance file (inactive file) will be forwarded to another school system.
3. An employee shall be provided a copy of any positive, negative or derogatory materials before it is placed in his personnel file. He shall also be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
4. The person or persons who draft and/or place material in the employee's personnel file (except those items which

are normal payroll and experience records, in service reports, certification documents, etc.) shall sign the material and signify the date on which such material was drafted and placed in the file.

5. The Director of Schools shall have a log to be kept indicating the persons who have requested to examine a personnel file which will include the dates such requests were made. Such log notations shall not be required when system/Central Office personnel whose work requires that they look at personnel files, look at materials in the personnel files. Such log shall be available for examination by the employee or his/her Association Representative, if so authorized by the employee.
6. In the event that the Director of Schools removes any material from the employee's personnel file, a date notation stating what has been removed and the reason for such removal shall be placed in the file.
7. Upon written request by the teacher to the Director of Schools and/or Board, negative or derogatory material in the employee's personnel file may be destroyed (with Board approval) after remaining in the file a period of three (3) years or may be removed at a time agreed upon between the employee and the Director of Schools at the time the material was placed in the file. Such negative or derogatory material shall be removed from the file (after three (3) years) when improvement goals, as established by the superordinate, have been met.
8. No documents and/or adverse materials shall be placed in the employee's personnel file after severance. Severance herein is defined as termination of a contractual association by either the Director of Schools or the employee.

D. Access to Files

1. An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of the Association to accompany him during such review. Upon written authorization by the employee, a representative of the Association shall have the right to examine and/or obtain copies of materials in an employee's personnel file. The Board reserves the right to have the employee or the representative of the Association bear the cost of file copies.

2. When a teacher's personnel file is examined by any person who is not in a direct line of supervision above the teacher, notation of the examination per Section C. 5 of this Article shall be maintained. Such notation shall not be required when school system secretaries, or clerical staff, whose work requires that they look at the personnel files, look at the material contained therein.

E. Use of Files

The Board shall not base any adverse action against an employee upon materials which are contained in the employee's personnel file, unless the materials have been placed in the file within ten (10) working days of the incident giving rise to such material and the employee had been notified at the time such materials were placed in the file.

ARTICLE X: PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal life of an employee is not an appropriate concern for attention of the Board, except as it may directly prevent the employee from properly performing his assigned functions during the workday and as outlined in TCA 49-5-501, (3): "Conduct Unbecoming of a Member of the Teaching Profession".

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.

C. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Hawkins 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 assigned functions.

ARTICLE XI: FAIR-TREATMENT

A. Notification of Deficiencies

1. In recognition of the intention to improve education in Hawkins County, the Director of Schools and Association agree that deficiencies should be brought immediately to the attention of the person who is remiss. That person shall be notified in writing of any recorded deficiency. Expected corrections, assistance in making the corrections, and a reasonable period of time for corrections shall be given.
2. Personal warnings and reprimands shall be given in a confidential and professional manner.

B. Right to Representation

1. When an employee is brought before an administrator and one or more other person(s) for reprimand, warning, or disciplinary action, such employee shall have the right to be accompanied by a representative of the Association.
2. When a teacher requests representation, no action shall be taken with respect to the teacher until such representative of the Association is present.

C. Due process

1. No tenured teacher shall be discharged, non renewed, suspended, disciplined, reprimanded, adversely evaluated, or deprived of any professional privilege without cause (per provisions set forth in Tennessee Laws and Regulations).
2. All information and reasons for any action stated above will be made available in writing to the teacher.

D. Recommendations

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

ARTICLE XII:

NON-DISCRIMINATION

The Association and the Board agree that there shall be no discrimination in the hiring, training, assignment, promotions, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, age, sex, domicile, or marital status. Further, there shall be no discrimination against any teacher because of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or law or otherwise with respect to any terms or conditions of employment.

ARTICLE XIII: COMPLAINTS

A. Procedural Requirement

1. Any complaint regarding a teacher made to any member of the administration or member(s) of the Board by a parent, student, or other person which may be used in any manner in evaluating the teacher shall be promptly investigated. However, prior to the investigation of the complaint, the employee involved will be advised of the nature of the complaint by the building administrator who will be responsible for scheduling conferences between the complainant and the teacher involved. All such complaints, except those which are unusual or emergency in nature, shall be directed through the Board's complaint procedure as per Board Policy. The Board agrees to remand all complaints through the policy procedure before any action is taken, except in the case of unusual circumstance or emergency. Should this complaint result in negative or derogatory materials being placed in the teacher's file, the teacher shall be given the opportunity to respond and meet with the person making the complaint.

2. By request of the employee, he/she shall have the right to be represented by the association at any meeting or conference regarding such complaint.

ARTICLE XIV: TEACHING HOURS AND LOAD

A. Teaching Hours

1. Teachers shall be on duty seven and one-half (7 1/2) clock hours each day (except as prescribed in other sections of this Article), including a duty-free lunch period, plus additional time as the administration requires. Additional time is interpreted to include faculty meetings, in-service programs, committee meetings, general meetings, conferences, school sponsored activities, and other extra duties before and after school. Additional time and assignments shall be in conformity with this Agreement.
2. The arrival and departure time of professional employees shall be left to the discretion of the school principal, but shall conform to the provisions of this Agreement. On days preceding holidays or vacations, the teacher's day shall end at the close of the pupil's day (excluding the final day of the school year).

B. Lunch Periods

1. All teachers shall be provided each day with a duty-free lunch period which shall be at least the same amount of time as that allowed for students.
2. Teachers may leave the building during their scheduled duty-free lunch period, provided their principal and/or the office of the school is aware they are gone. Planning eriod time shall not be considered as part of Duty-Free Lunch Period.

C. Inclement Weather Schedule

When the student's day is abbreviated due to inclement weather, the employee's work day shall begin no more than thirty (30) minutes prior to the students' day and shall end no more than fifteen (15) minutes after the close of the students' day. An exception to this may be made for those employees assigned to Bus Duty.

D. Meetings

1. Faculty and Others

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other required meetings

as deemed necessary by the administration. Such meetings shall begin no later than five (5) minutes after the student dismissal time. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at the school, except in cases of emergency.

E. Preparation Time

Classroom teachers shall, in addition to their duty-free lunch period, have preparation time during which they shall not be assigned to any other duties as follows:

1. Kindergarten teachers shall have at least one-half (1/2) day each Friday without children (provided such time allows for the instructional time required for Kindergarten students per Minimum Rules and Regulations). Students in Kindergarten shall attend school either on alternative days (staggered enrollment) or one-half (1/2) day everyday each day for the first two (2) weeks of each school year, the option of which is to be under Board direction.
2. Elementary and Middle Schools - During the student's school day the principal shall make every reasonable effort to schedule for each teacher at least one (1) daily uninterrupted preparation period, of not less than one (1) class period without students. If for some reason the principal is unable to schedule a reasonable amount of preparation time the Director of Schools may be called upon to aid in setting up a schedule. If the scheduling problem is unresolved the Board may be consulted. Such planning time shall be established on a fair and equitable basis within limitations set forth above and program needs.
3. High School teachers shall have one (1) class period preparation time without students each day.
4. An unencumbered schedule for any teacher is to provide time for planning, student and/or parent conferences, preparation for effective teaching and for attention to major program improvement.

F. Additional Assignments

1. Any assignments in addition to the normal teaching schedule shall be performed by volunteers. If no volunteers are available, assignments shall be made fairly and equitably on a rotating basis.

2. After school sporting events shall not be obligatory, but with the consent of the teacher and shall be compensated at an hourly rate of ten dollars (\$10.00) when a school has funds available as determined by the principal.

G. Traveling Teachers

Traveling teachers shall be paid for their travel from their base school to any other school(s) to which they are assigned and back to their base school or home, whichever is closer. The amount of pay shall be based upon the prevailing rate as established by the Board. Travel claims shall be filed in accordance with procedures established by the Director of Schools.

ARTICLE XV: ASSIGNMENTS, TRANSFERS, VACANCIES AND PROMOTIONS

A. Intent

The Board of Education shall strive to provide an excellent education for all Hawkins County students, and at all times will endeavor to employ the best qualified, certified, and suitable personnel for any and all positions.

B. Assignment

1. Teachers will be notified of their employment and assignments for the following year in conformity with existing state statutes (TCA 49-2-203; TCA 49-5 401; and TCA 49-5-409). Every effort will be made to inform each teacher of his/her roster list for the following year on or before the last full student day of school
2. All professional personnel shall be notified in writing of their placement by May 15 of each year. The notification to teachers of their placement shall in no way limit the Director of Schools' responsibility and authority to transfer teachers from building to building when enrollment changes, program needs, or budgetary limitations are for just cause.
3. To the extent possible, all professional employees shall be placed at the time they are employed or by May 15th. Notification of placement shall in no way limit the building principal's responsibility to make changes in teacher assignments within the building after May 15th.
4. To the extent possible, all professional employees shall be given their teaching assignments, including grade level and/or subject area(s), by the principal prior to the end of the current school year.
5. In the event that changes in any assignments are proposed after the last day of the preceding school year the principal shall notify each teacher affected as soon as possible prior to the proposed change and shall inform the teacher of the reason for and the nature and extent of the proposed change. The principal shall make every effort to inform specific teachers of the possibility of assignment changes based on projected enrollment changes or budgetary limitations, (EXAMPLE: reduction in staff) prior to the end of the current school year.

C. Vacancies and Voluntary-Transfers

1. Definition

A vacancy is any vacant position due to death,

retirement, resignation, transfer, or for any other reason including newly created positions.

2. Notice

The Director of Schools agrees to post all vacancies. When a vacancy has been officially confirmed by the Director of Schools within two (2) days it shall be posted for ten (10) days in accordance with (1) and (2) below.

- (1) In addition to posting all vacancies on the bulletin board in the Personnel Department and the Director of Schools' office building, all vacancies shall also be posted on the bulletin board in all schools from the period of (10) days before school starts to ten (10) days after school ends. Each posting will also be sent via e-mail to all employees in accordance with Section (2).
- (2) Such notices shall contain the date of posting, a description of the position, name and location of the building requirements of the position, name of the person or office to whom the application is to be returned, and the date by which the application is to be returned.
- (3) Any vacancy occurring ten (10) days prior to the 1st day of school through the last day of school shall be filled on an interim basis at the discretion of the Director of Schools.

3. Application

- a. Employees desiring a change in grade and/or subject assignment within a building shall make their desire known to the principal by May 1st of the preceding year. Employees desiring a transfer from one position to another which will entail a building change shall make their wishes known on the Intent To Transfer Form (Appendix C) with the system's Personnel Department prior to April 1st of the preceding year. Transfer requests shall be treated with reasonable confidentiality, unless the teacher states otherwise.
- b. Any applicant who wishes to be considered must file a written application to the Director of Schools' office.

4. Selection

- a. The following factors shall be considered for

screening and interviewing all applicants for vacancies, transfers, and reassignments: Certification, educational training, previous evaluations currently in the personnel file, advice of the immediate supervisor of the building or program to which the position is assigned and the interview committee program needs, qualifications for the position, service within the system, and suitability for the position.

- b. When vacancies occur, in the final selection process, all things being equal, present employees will be considered first. Candidates to be considered for interview will be determined by a consensus decision of the Personnel Department and the building supervisor. No more than five (5) candidates will be recommended for an interview.
- c. Selected candidates shall be interviewed in accordance with Board Policy.
- d. Recommendations for filling a vacancy will be in accordance with TCA 49-5-510.

D. Involuntary Transfers

1. Notice of involuntary transfer shall be given to an employee as soon as practical.
2. In no case shall an employee be transferred for arbitrary or capricious reasons.
3. All involuntary transfers shall be shall be approved by the Director of Schools.

E. Exceptions

See ARTICLE XVI: Layoff and Recall

ARTICLE XVI:

LAYOFF AND RECALL

A. Layoff

No teacher shall be laid off except in case of change in the size and nature of the student population, unavoidable budgetary limitations, or program changes within the school.

B. Procedure for Layoff

If a specific position is to be eliminated, the administration shall give written notification of change in the size and nature of the student population, unavoidable budgetary limitations, or program changes in the school to the association thirty (30) days preceding the proposed layoff and twenty (20) days notice preceding the layoff to the specific teacher involved.

C. Layoff Considerations

1. A teacher being laid off who is certified for another subject area or position may displace a non-certified teacher in any other area or position for which he/she is certified. Layoffs shall be made only after the Director of Schools has exhausted all of his/her best efforts to have personnel reassigned to another position for which certification is held.
2. With all else being equal with regard to certification and qualification, a non-tenured teacher shall be laid off before a tenured teacher (in the building or program affected). When there is no non-tenured person in the building or program affected, the teacher with the least seniority with the system shall be laid off first.
3. A tenure teacher being laid off, who is certified and qualified for another subject area or position, may displace a teacher who is non-tenured, per guidelines set forth by the Board. Such guidelines for displacement shall have the best interest of the instructional program and the students as a basis. When a non-tenured teacher is to be displaced, the position shall be determined by system seniority, last one in first one out. When two or more non-tenured teachers have the same level of seniority, the following considerations shall be taken into account in determining which non-tenured teacher is to be displaced: level of program disruption, previous performance evaluations, program and students' best interest, education level and experience. The Personnel Department and the principals of the schools

involved shall make this determination and shall make the recommendation to the Director of Schools.

D. Recall

1. As vacancies arise, a laid-off tenured teacher will be recalled to the first available vacancy for which the teacher is certified, in the inverse order of the layoff.
2. No new or substitute appointments will be made while there are laid-off tenured teachers who are certified to fill vacancies.
3. A laid-off tenured teacher may refuse to accept an offered position for which he is certified; however, upon refusal that teacher will be placed at the bottom of the recall list.
4. This shall not be construed to deprive the Board of the power to determine the fitness of such a teacher for reemployment in such a vacancy on the basis of the Director of Schools' evaluation of such teacher's competencies, compatibility, and suitability to properly discharge the duties required in such vacancy as considered in the light of the best interest of the students in the school where the vacancy exists (TCA 49-5-511 (b) 3).

ARTICLE XVII: SAFETY PROVISIONS

The Board shall make every reasonable effort to provide a physical environment that is safe and does not endanger the teacher's health and safety. Conditions deemed to be unsatisfactory will be reported in writing to the principal who will investigate the complaint and report to the Maintenance Department appropriate recommendations.

ARTICLE XVIII: TEACHER MATERIALS AND FACILITIES

A. Teaching Materials

1. Funds for instructional materials and supplies (to include instructional supplies, instructional materials, library books, Basic skills materials, magazines, newspapers, and other instructional materials) shall be at least seventeen dollars and fifty cents (\$17.50) in K-3 and fourteen dollars and fifty cents (\$14.50) in 4-12, per ADM for the average of the first three school months of the previous year. All purchases of such materials shall be preceded by requisition, as approved by the principal and appropriate supervisor, and an official purchase order, per local, state, and/or federal purchasing acts and procedures, based on availability of funds.
2. Additional materials that would best benefit a school's overall program may be purchased with monies from the school's general fund at the discretion of that school's principal.

B. Facilities

1. Access

In order to permit freedom of access both during and after regular school hours, all professional employees shall have a key to their classroom, and upon request and subject to reasonable regulations as governed by the principal, shall be given a key to the school's work area and an outside door in their area of the building. It shall be the responsibility of the teacher possessing the key(s) to assure key security. If an assignment is made that requires entrance to the building during non-school hours, the person to whom the assignment is made shall be provided a key to the building, provided assurances of key and building security are maintained. Any teacher abusing this privilege may have this privilege revoked by the principal.

2. Building Facilities

a. Lounges

A designated area shall be reserved for a staff lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the custodial staff of the school as any other area of the school.

- b. Communication System
General school announcements should be made during designated times during the day, as may be established by the principal. Paging of students and/or other intercom interruptions should be held to a minimum. Except as emergency may dictate, intercom interruptions should be limited to the beginning or end of class periods.
- c. Books and Expenditures
It will be the goal of the Board to provide adequate textbooks, materials, and supplies as are necessary to support the instructional programs within funding limitations and program needs.

3. Personnel Serving More than One School

When administratively feasible, and when possible, teachers who work in more than one school building shall have assigned to them an appropriate room and/or other facilities in each school in order to permit effective discharge of their responsibilities to their pupils.

ARTICLE XIX: SCHOOL CALENDAR

A school calendar committee shall be convened each academic year and shall be composed of a principal, two (2) Central Office supervisors appointed by the Director of Schools, School Board Chairman or his/her designee, and three (3) teacher representatives (one elementary, one middle and one high school) appointed by the HCEA President. This committee will formulate a school calendar in accordance with TCA 49-6-3004 and present this calendar to the Director of Schools for approval. This school calendar committee will elect its own chairperson at its first meeting to be held not later than January of each academic year. This School Calendar committee may use survey or whatever means it deems necessary to determine the school calendar.

ARTICLE XX: STUDENT DISCIPLINE

A. Board Support and Assistance

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the principal will take reasonable steps to assist the teacher with respect to such students. The principal or the teacher may request the assistance of the Board.

B. Corporal Punishment

Teachers shall employ such means of corporal punishment as is in compliance with the current OPERATING POLICIES of the Hawkins County Board of Education. All forms of student discipline, including the use of corporal punishment, shall be in compliance with the OPERATING POLICIES of the Hawkins County Board of Education, as well as all State and Federal regulations and guidelines.

C. Assault on Teacher or Student

The Board recognizes that a teacher may have to use force to protect himself or a student from attack or injury while on duty. Any such assault shall be reported to the principal immediately. The Board will advise any assaulted teacher of his/her rights and obligations and shall render advice to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. Suspension and Expulsion Regulations

Procedures for suspension and expulsion of pupils from school shall be in accordance with the provisions of TCA 49-6-3401 and policies established by the Board. Upon suspension and/or expulsion of pupils from school, the principal shall notify the parent of such with inclusion of a copy of TCA 49-5-3401.

E. Teacher Participation

When a student is sent to the principal's office for a second time during the school term, (except as otherwise prescribed in Board-approved Assertive Discipline Policies) the teacher may, at his discretion, sit in on the disciplinary

conference. Should the teacher not feel the discipline is sufficient, he may appeal to his area supervisor.

F. Classroom Control

A teacher may send a student from class to the principal when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the building principal, as promptly as his teaching obligation will allow, full particulars of the incident in writing.

G. Loss of Pay

Time lost by a teacher as a result of court proceedings or meetings resulting from disciplinary actions shall not be charged against the teacher, and the teacher shall not suffer any loss of pay as the result.

ARTICLE XXI: IN-SERVICE EDUCATION

The Instructional and Professional Development Committee (IPD) of the Association shall serve as an advisory committee to make recommendations to the Director of Schools concerning the in-service program of the system. The committee's responsibilities shall include, but are not limited to, making recommendations pertaining to the workshop topics, dates, and consultants. Such recommendations will be made in a timely manner.

ARTICLE XXII: CURRICULUM DEVELOPMENT

When change in curriculum and/or programs is contemplated, the Instructional and Professional Development Committee (IPD) of the Association may serve in an advisory capacity to assist on the formulation of such change.

ARTICLE XXIII: FAMILY AND MEDICAL LEAVE

A. PURPOSE:

To entitle eligible employees to take leave for the birth of a child; the placement of a child for adoption or foster care; the care of a child, spouse or parent with serious health condition or because of the employee's serious health condition.

B. ELIGIBILITY:

1. Anyone who has been employed for at least 12 months by the Director of Schools or anyone who has at least 1,250 hours of service during the previous 12-month period.
2. The 12 months time span should encompass the employee's contract time period from July 1 through June 30.

C. GENERAL PRINCIPLES:

1. An employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth of a child and care of the newborn, placement with the employee of an adopted or foster child; the care of a child, spouse, or parent with a serious health condition; or because of a serious health condition that causes the employee to be unable to perform the essential functions of his or her job.
2. Leave qualifying as FMLA leave and leave under state law shall count against the employee's entitlement under both laws.
3. An employee shall have the option to substitute accumulated sick leave for FMLA leave in accordance with ARTICLE XXIV: SICK LEAVE. An employee requesting unpaid FMLA leave shall explain the reason for the leave, so as to allow for a determination the leave qualifies as FMLA leave.
4. Any employee on maternity leave shall be permitted to use accumulated sick leave in accordance with Article XXIV B.
5. Request for leaves and extension of leaves shall conform to state law governing all leave of absence.

D. FMLA BENEFITS

The employee shall be kept under any group insurance plan for

the duration of the leave as stated in Article XXX Numbers C. and D. of the current negotiated contract.

E. APPLICATION FOR LEAVE

1. All leaves shall be requested in writing at least thirty (30) calendar days in advance unless thirty (30) days' notice is not possible or practicable.
2. The Director of Schools 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. whether in-patient hospitalization may be required; and
 - d. whether the employee is unable to perform the essential functions of the employee's position.
3. When taking FMLA leave, the Director of Schools may require, at Board expense, an opinion of a second health care provider.
4. If an employee requesting leave under the FMLA plans to use any applicable accumulated sick leave, he/she shall include in the leave request those days employee plans to apply toward such leave (beginning date and ending date of sick leave to be applied toward leave).
5. FMLA leave may be taken intermittently on a reduced leave (part-time) basis if medically necessary or if agreed upon by the employee and the Director of Schools. If such intermittent or reduced leave is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the Director of Schools may require the employee to elect either (a) to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment or (b) to transfer to an available alternative position for which the employee is certified and that has equivalent pay and benefits and better accommodates recurring periods of leave.
6. If FMLA leave is taken and is at least three (3) weeks in duration, the Director of Schools may require the employee to continue taking leave until the end of said grading period.
7. The Director of Schools reserves the right to designate

leave as FMLA qualifying based on information supplied by the employee.

40

F. RETURN RIGHTS

1. Restoration to "an equivalent position" will be made in accordance with TCA: 49-5-705 and ARTICLE XXVI: EXTENDED LEAVE(S).
2. The Board may recover the employee's health insurance premium paid 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.

41

ARTICLE XXIV: SICK LEAVE

A. Accumulation of Benefits

At the beginning of each school year a teacher will be credited with one (1) day sick leave allowance for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave shall be interpreted to mean leave of absence because of illness of a teacher from natural causes, accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, niece and nephew.

B. Maternity Leave

Upon written request of the teacher accompanied by a statement from a physician verifying pregnancy, any teacher who goes on Maternity Leave shall be allowed to use all or a portion of her accumulated Sick Leave for Maternity Leave purposes. Sick Leave may be used by a teacher in cases of physical disability due to miscarriage, childbirth, and recovery therefrom (TCA 49-5-710, #2).

C. Transfer of Sick Leave

The Director of Schools shall grant to any employee upon his employment or reemployment the accumulated Sick Leave earned from previous employment in a Tennessee school system, or from any other agency, office, department, or institution of the state or any state college or university and who participated in the Sick Leave program provided. Such transfer of accumulated Sick Leave shall be subject to official verification from the Tennessee school system or state agency, office, department, etc. It shall be the responsibility of the teacher to file official verification notices of transferable Sick Leave (TCA 49-5-710).

D. Reinstatement of Sick Leave

The Director of Schools shall grant to any teacher within two (2) years after termination from any Tennessee school system Sick Leave which the teacher had accumulated during previous employment in that system, per provisions set forth in TCA 49-5-710(a) 4 and 5.

E. Notification of Accumulation

Each teacher shall be given an opportunity to see a written

account of accumulated Sick Leave days by no later than September 15th of each school year (at their respective schools). The teacher may request clarification of any question regarding this written account of the accumulated Sick Leave from the Director of Schools' Office.

F. Job Related Injury

A teacher whose absence is due to injury (or illness directly related to the injury) incurred in the direct course of duty of the teacher's employment shall be covered by Workman's Compensation Benefits, as paid by the Board (TCA 49 11 606, TCA 50-6-102, and TCA 50-6-204). Should the job related injury (or illness directly related to the injury) require an extended period of recovery, the Director of Schools shall grant a leave of absence without pay, except as otherwise referred to in this Agreement, for such time necessary for complete recovery not to exceed a maximum of one (1) year. For any job related injury (or illness directly related to the injury) which is covered by Workman's Compensation Benefits, the Board agrees to pay the difference between the Workman's Compensation Benefits and seventy-five percent (75%) of the teacher's regular salary for a period of up to five (5) months during the period of recovery which is part of the employment period. Further extension of this leave of absence, beyond the one (1) year and without pay, may be granted by the Director of Schools upon request of the teacher. Upon return from such leave, the teacher will be assigned to the same or a similar position.

G. Unused Sick Days

Upon a teacher's retirement the Board shall make a payment to the teacher for each unused sick leave day accumulated in accordance to the following scale:

0-100 days	- \$20.00 per day
101-200 days	- \$23.00 per day
201-300 days	- \$25.00 per day
301 plus days	- \$27.00 per day

H. Advanced Allotment

When a teacher is first employed in this school system, he/she shall be allowed an initial allotment of up to five (5) days of Sick Leave, but not to exceed the number he/she could earn during the school year in which he/she is first employed. If a teacher uses a part or all of this initial allotment, these days shall be charged to Sick Leave later accumulated by the same teacher in the same school year. Upon termination of the employment of such teacher before such days are earned or at the end of the school year, there shall be deducted from his

final check an amount (daily rate of pay) sufficient to cover the unearned days. If such final salary is insufficient for this purpose, the teacher shall be liable for reimbursement of any amount in excess of his final salary payment.

ARTICLE XXV: TEMPORARY LEAVES

A. Personal Leave

1. At the beginning of each school year each teacher shall be credited with four (4) days to be used for any teacher's personal business. On the fourth (4th) day of Personal Leave used, the teacher must pay for the substitute by having the substitute teacher's daily salary deducted from the teacher's check. If an additional day is taken, in excess of the four (4) Personal Leave days allotted, the teacher will lose that day's salary.
2. A Personal Leave day may be used for any purpose at the discretion of the teacher; however, a teacher planning to use a Personal Leave day, or days, shall notify his/her immediate supervisor at least one (1) day in advance, except in the case of an emergency.
3. Each teacher shall arrange and schedule his/her four (4) Personal Leave days to avoid their use during the time semester or final examinations are scheduled, except as outlined in TCA 49-5-711.
4. Claims of less than one-half (1/2) day will not be approved.
5. Up to two (2) State-approved Personal Leave days remaining unused at the end of the year shall be credited to the teacher's Sick Leave (TCA 49-5-711). State approved Personal Leave days shall be interpreted to mean the second (2nd) and third (3rd) days of the four (4) personal Leave days in Section A. 1. above.
6. Personal Leave days shall not be cumulative, except as outlined in Section A. 5. above.

B. Professional Leave

1. Without loss of pay, a teacher shall be allowed up to three (3) days (not cumulative from year to year) of Professional Leave in any school year for the purpose of attending educational meetings and/or professional growth activities. Such meetings will include the following: (a) visitation to view other instructional techniques or programs related to the area in which the teacher is assigned; and (b) conferences, workshops, clinics, or seminars conducted by colleges, universities, other educational institutions (or the State Department).

2. The principal of each school, or the appropriate supervisor, and the Director of Schools shall be responsible for approving requests for Professional Leave. The number of teachers on leave at one time shall be limited so as not to interfere with the regular school program. Leave Request Forms will be located in the office of each school and at the Director of Schools' Office for teacher's use.
3. The teacher planning to use Professional Leave shall notify his immediate supervisor (principal) at least one (1) week in advance of the leave date, when it is possible to do so. The Director of Schools may grant Professional Leave to principals and supervisors provided written request is received by the Central Office one (1) week prior to the requested date of leave.
4. Professional Leave requests of less than one-half (1/2) day shall not be approved.
5. Absences due to Association meetings shall not be eligible for Professional Leave.
6. Any vacancy due to Professional Leave shall be filled by a Board-approved substitute.

C. Association Leave

1. Up to a total of thirty (30) days shall be allocated by the Board each year to the Association (for these approved by the Association to use this leave) for the Association designees to attend conferences, conventions, and/or other activities or meetings of the local, state, and national affiliate organizations.
2. The principal of each school shall submit on his monthly leave report the names of teachers taking this leave and the number of days taken. The Association will maintain an accounting of how the days are used and who was approved for the leave.
3. When possible, teachers requesting Association Leave shall notify the principal two (2) days in advance of his request. No request of less than one-half (1/2) day shall be granted.
4. Association Leave, per Section 1. above, shall be granted to teachers without loss of pay or benefits.
5. The Association shall reimburse the Board for the substitutes required to replace those teacher taking

this leave. Such remittance shall be made annually.

D. Jury or Legal Leave

An employee called for Jury Duty during school hours or who is required to appear in any judicial or administrative proceeding or is asked to testify in any arbitration matters related directly to the school system shall be provided such time with no loss of pay or benefits. Any fees or enumeration the teacher may receive during such leave, excluding travel and other expenses, will be deducted from teacher's current monthly salary.

E. Partial Day Absences

The principal or administrator to whom the employee is directly responsible may excuse a teacher in cases which are emergency in nature for a minor fraction of a day, not to exceed one (1) hour, where a substitute is not required. If the employee exceeds this time limit, the teacher will be required to file the appropriate leave form. When such Partial Day leave is approved by the principal, or immediate supervisor, the principal shall keep a log indicating the name of the teacher, the purpose of the absence, and the time approved. The log shall be submitted to the Central Office along with other monthly reports.

F. System Leave (Job Related)

Any leave that is considered to be an extension of the regular instructional program and/or the extra curriculum school program may be defined as System Leave. Such leave shall include, but not be limited to, committee meetings, system related meetings, conventions, and competitions which involve both students and teachers or system assigned responsibilities which necessitate approved absence from school. System Leave will be subject to the recommendation of the principal and/or the appropriate supervisor and must be approved by the Director of Schools. This leave may be approved only for school-sponsored activities and/or system related activities. The only expense to the Board will be the cost of the substitute, and expenses as allowed by the state. The teacher will not be compensated over and above their regular salary.

G. Bereavement

Up to three (3) days of leave shall be granted at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, grandparents, and/or any other member of the family who resides in the teacher's household.

H. Good Cause

Other temporary leaves of absence with pay shall be granted in writing by the immediate supervisor for good reason and shall be deducted from accumulated sick leave up to two (2) days per year.

ARTICLE XXVI: EXTENDED LEAVE(S)

A. Application for Leave

Any teacher shall be granted leave for military service, legislative service, maternity, adoption, recuperation of health or other sufficient reasons, and may grant such leave for educational improvement, without forfeiture of accumulated leave credits, tenure status, or other fringe benefits. All such leaves shall be requested in writing at least thirty (30) days in advance. The thirty (30) day notice may be waived or reduced by the Director of Schools or upon the Director of Schools' receiving a certified statement from a physician. The Director of Schools may, if circumstances warrant, require a certified statement from a physician approved by the Director of Schools. The teacher's application for Extended Leave shall include: (1) a description of the 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 the leave is granted (TCA 49-5-702).

B. Approval of Leave

Each request for Extended Leave must be approved by the Director of Schools. Each leave applicant will be notified of the action taken by the Director of Schools which shall include the beginning and ending dates for which the leave is granted (TCA 49-5-703). A record of all leaves will be placed in the Official Board Minute Book.

C. Extension of Leave

All Extended Leaves, except military leave, shall be approved from a certain date to a certain date; however, any such leave may be extended to a later specified date upon written request from the teacher, per requirements set forth in Section B of this Article. Military and leave to hold legislative office shall be granted for whatever period may be required. With the exceptions of military and legislative leaves, the Board shall not be expected to grant Extended Leaves for more than a period of twelve (12) months. The Director of Schools may grant extensions of Extended Leave for a period of more than twelve (12) months for Good Cause (TCA 49-5-704).

D. Conditions of Extended Leave

1. All Extended Leave shall be without pay.
2. Upon return of said teacher within a twelve (12) month period, the interim teacher shall relinquish the

position, and the teacher shall be returned thereto. If the leave exceeds twelve (12) months (military, legislative, and good cause), the teacher shall be placed in the same or a comparable position upon return (TCA 49-5-705).

3. Any teacher on Extended Leave shall, at least thirty (30) days prior to the date of return, notify the Director of Schools if he does not intend to return to the position from which he is on leave. Failure to render such notice may be considered to be breach of contract (TCA 49-5-706).
4. Upon return, the teacher, without forfeiture of accumulated tenure, salary, or fringe benefits, shall be placed on the salary schedule according to experience and degree held at the time the leave was first taken.

ARTICLE XXVII:

DUES AND DEDUCTIONS

A. Authorization

Any teacher who is a member of the Association or who has applied for membership may sign for the Association to deliver to the Board an assignment authorizing payroll deduction of professional dues and PACE contributions. (The form of the assignment shall be the United Teaching Profession membership enrollment form for the current school year.)

B. Regular Deductions

Pursuant to the deduction authorization the Board shall have deducted one-ninth (1/9) total dues from the regular salary check of the teacher each month for nine (9) months beginning in October and ending in June each year.

C. Pro-Rated Deductions

Deductions for teachers authorizing dues deductions after the date of the commencement of the deductions as set forth in Item B of this Article shall be appropriately pro-rated to complete payments by June.

D. Duration

Authorizations for dues deductions by a teacher shall continue in effect from year to year unless revoked in writing to the Association and the business office of the school system before September 1 of any new school year.

E. Termination of Teacher

Any teacher who authorized payroll deduction of dues and subsequently terminates employment prior to the final deduction shall have the remaining balance deducted from his/her final paycheck. The authorization form shall have this printed on it.

F. Transmission of Dues

With respect to all sums deducted by the Board for membership dues and PACE contributions, the Board shall remit to the Association within thirty (30) days of the deduction the total amount deducted accompanied by a list of teachers who have authorized the deductions.

G. Contribution

Upon appropriate authorization from the employee, contributions or donations to annuities, United Way, credit union and other(s) shall be deducted and the appropriate remittance made to the specified organization.

ARTICLE XXVIII: SALARIES, WAGES, AND BENEFITS

A. Salary Schedules

1. Teacher's Salary Schedule

The salary for each teacher covered by the regular salary schedule is set forth in Appendix D (2004-2005), which is attached hereto and is made a part of this Agreement.

2. Administrative Salary Schedules

- a. Supervisor's Salary Schedule for 2004-2005 is set forth in Appendix E, which is attached hereto and is made a part of this Agreement.
- b. Principal's Salary Schedule for 2004-2005 is set forth in Appendix F, which is attached hereto and is made a part of this Agreement.
- c. Assistant Principal's Salary Schedule for 2004-2005 is set forth in Appendix G, which is attached hereto and is made a part of this Agreement.
- d. System-wide Consulting-teacher's Salary Schedule for 2004-2005 is set forth in Appendix N, which is attached hereto and is made a part of this Agreement.

3. Principals, Assistant Principals, Supervisors, and System-wide Consulting Teachers shall receive (1) additional day of paid vacation for each month of employment beyond the regular ten-month (200 day) school year. This day of additional Vacation shall be included as part of the eleventh (11th) or twelfth (12th) month contract, and shall not be in addition to.

B. Placement on Salary Schedule

- 1. Each teacher shall be placed on the appropriate step of the salary schedule, pre-established experience and educational training, as of the effective date of this Agreement and in accordance with Paragraph 3 below. It is the responsibility of the teacher to establish in-State and out-of State teaching experience and degree (BS, MA, MA+45, ED.S., and DR.) with the State Department of Education (Office of Teacher Licensing), with the Director of Schools' Office receiving official verification before December 1st of the current year for salary step placement. It is the responsibility of the teacher qualifying for the BS+ 30 salary schedule

to supply to the Director of Schools' Office official transcripts verifying the necessary graduate-level course work (beyond a BS Degree) by December 1st of the current school year to be placed on the BS+30 salary schedule. All appropriate course work credit for advanced degree placement on the salary schedule must be earned before August 31st. Advanced Degree certificates (MA, MA+45 ED.S., and DR) must be received by the Director of Schools' Office by no later than December 1st of the current school year for advanced degree placement on the salary schedule for the current school year.

2. Any teacher who is employed for one hundred (100) days of the two hundred (200) day contract year shall be given full credit of one (1) year of service toward the next increment step for the following year, as established by the State Department of Education. Calculations for years-of-experience will be determined by the State Department of Education. When more than one hundred (100) cumulative days are worked over a period of years calculations will be made by dividing the total number of days worked by twenty (20), the length of a school month. Per these calculations, ten (10) months will equal one (1) year. A remaining fraction of 5/10ths or greater shall be credited as one (1) year of teaching experience, subject to State Department acceptance and verification.
3. Credit for Experience - Each teacher shall be awarded full allowable credit for teaching experience and academic training as established by the State Department of Education and the terms of this Agreement and in compliance with the State Board of Education's RULES, REGULATIONS, AND MINIMUM STANDARDS: 0520-1-2-09.

C. Method of Payment

1. Each teacher shall be paid in ten (10), eleven (11), or twelve (12) equal installments on the fifteenth (15th) of each calendar month. Each teacher shall have the choice of designating the number of salary installments he/she wishes to receive. Teachers shall receive their checks at their regular school building on regular school days. Should a teacher elect to receive the eleventh (11th) or twelfth (12th) check, it will be mailed or may be picked up at the Central Office at previously announced time(s).
2. Exceptions- When a pay date falls on or during a school holiday, vacation day, or weekend, the teachers shall receive their pay checks on the last previous working day.

ARTICLE XXVIX: SUPPLEMENTAL PAY

- A. The supplemental salary scale for coaching and activity supplements are set forth in Appendix H and Ha (High Schools) and Appendix I (Middle Schools), which are attached hereto and made a part of this Contract Agreement.
- B. Guidelines
1. A maximum supplement for each head coach of either of the two major sports at the high schools (football and basketball) shall not exceed \$6,000.00.
 2. A maximum cumulative supplement for all other coaches shall not exceed \$5,000.00.
 3. All coaching and activity supplements shall be paid through the Hawkins County Board of Education.
 4. All coaching supplements shall be based on work performed after regular school hours. No supplement shall be paid for work performed during the regular school day since this work is covered by regular contract.
 5. A teacher/coach shall carry a full teaching load in order to be eligible to receive a coaching supplement.
 6. All coaches shall be paid coaching supplements in addition to their regular teacher salary. Head high school football and basketball coaches shall work eleven (11) months, receiving one-tenth (1/10th) of their total ten (10) months salary. In order to receive the eleventh (11th) month salary outlined above, the head high school football and/or basketball coaches shall have an eleventh (11th) month planned program, approved by the Principal; otherwise, the head coach (football or basketball) will receive only the appropriate coaching supplement in addition to their regular teacher's salary.
 7. Assistant coaches shall perform specific duties to receive their coaching supplement(s).
 8. All coaches or persons who work with school children, but are not employed by the Board of Education, shall be employed by the Director of Schools and approved by the Board of Education.
 9. Principals and assistant principals shall not be assigned a coaching supplement.

10. Principals shall present a list of proposed scheduled activities and a list of recommended coaches to the Director of Schools by no later than the first week in June, when practical. Coaches for all major sports (football and basketball) shall be hired prior to July 1, when possible. A list of recommended coaches for all minor sports and a list of all proposed, scheduled activities for these sports shall be presented to the Director of Schools, or his designee, by the Principal by August 1st. Upon a Principal's request the Director of Schools may consider and shall maintain the authority to add or subtract any sport which requires a coach at any time.
11. No coach shall receive less total supplement than he was receiving prior to this contract agreement for the same duties performed. Salaries and supplements are considered as separate entities in considering future increases .
12. No Athletic Director shall serve in the position of Head Coach and Athletic Director at the same time.

C. Band/Choral Directors (See Appendix I)

1. Supplemental pay for band/choral directors shall be \$3,177.00. Supplemental pay for assistant band/choral directors shall be \$1,591.00.
2. The band/choral directors shall meet the following guidelines to be eligible to receive the appropriate supplement.
 - a. Provide musical activities for all regularly scheduled home and away football games if feasible as determined by the Band Director and Administrator.
 - b. Provide musical activities for all regularly scheduled home basketball games if feasible as determined by the Band Director and Administrator.
 - c. Hold special after-school rehearsals in preparation for marching and concert contest, plays, choral presentations, etc.
 - d. Have special after-school work with individuals preparing for local, regional, and State competitions, programs, etc.
 - e. Maintain a validation log of activities.

D. Career Ladder Payments

1. Career Ladder performance/bonus payments shall be paid in two (2) payments annually.

2. Extended Contract payments for 11th and/or 12th month contracts will be paid once the approved extended contract funds have been received from the State. (Eleventh (11th) and twelfth (12th) month contract payments to be received in June.

E. Bonus Pay for No Use of Sick Leave

All certificated employees who are present for all scheduled days on the school calendar with these exceptions, two (2) days of personal leave and two (2) days of professional leave may be used annually without affecting bonus pay. Thirty (30) days of associational leave (30 total days allotted to entire association) may be used by members without affecting bonus pay and/or any days of system leave initiated by the Director of School's Office, shall receive a three hundred dollar (\$300.00) bonus. All employees who qualify shall receive this bonus in the June 15th payroll check. This three hundred (\$300.00) bonus may be terminated at the discretion of the Board upon thirty (30) day notice.

F. Honorarium

1. The Board of Education and the Association agree that at the time of retirement, each teacher with a minimum of ten (10) years of service in the Hawkins County School System shall receive an honorarium equal to one hundred dollars (\$100.00) for each year of service up to twenty (20) years. The honorarium will be paid to the retiring teacher upon implementation of the budget for the year following the date of retirement.
2. In the event of termination of employment as a result of death of the employee, after ten (10) years of service, the honorarium provided in Paragraph 1 above shall be paid to the estate of the teacher. If the teacher makes a written designation of the beneficiary to the Board, the beneficiary shall receive the honorarium benefit.

G. High School Guidance Personnel

The High School Guidance personnel's salary schedule is set forth in Appendix K, which is attached hereto and is made a part of this Agreement.

H. High School Vo-Ag Teachers

The High School Vo-Ag personnel's salary schedule is set forth in Appendix L, which is attached hereto and is made a part of this Agreement.

I. Annual Staff

(See High School Activity supplements, Appendix H)

- J. Supplements shall be opened for renegotiations annually by mutual consent of the Board and the Association.

ARTICLE XXX:

INSURANCE

A. HEALTH INSURANCE

1. By this Agreement the Hawkins County Board of Education shall pay 76% (45% state, 31% board) with the teacher having deducted from his/her check the remaining 24% of the premium of an Individual or Family Health Insurance Policy (see Paragraph 2 below) for those teachers who wish to participate and meet eligibility requirements for the insurance plan.
2. The insurance provided shall be furnished through the Tennessee State Teachers Health Group Insurance Plan. Calculations for Board contributions toward the health insurance premium shall be based on the insurance premium cost established by the State.

B. LIFE INSURANCE

The Hawkins County Board of Education agrees to provide all employees with \$50,000.00 Life Insurance and \$50,000.00 AD/D benefits subject to provisions and schedule limitations of the "Employee Life Insurance Benefits Provisions with Extended Death", as established by USABLE Life Group Policy (#LATE3930) beginning date September 1, 1995.

C. CONTINUATION

1. Employees on non-paid approved leave shall have the option to continue any or all of the Board-paid insurance programs by paying the insurance premiums to the Board on or before the tenth (10th) day of each month in accordance with the provisions set forth in the established insurance policy.
2. The Board agrees to continue payment of the current plan of Health Insurance (for participants) and Life Insurance benefits for all certificated employees who have retired with a minimum of thirty (30) years of experience or sixty (60) years of age, until eligible to receive Medicare. Any employee who becomes disabled as determined by TCRS shall be eligible for the same benefits, until eligible to receive Medicare.
3. In the event of the death of a retired employee, the Board agrees to continue payment for the current health insurance benefits to the surviving spouse, until eligible to receive Medicare, in accordance with the master insurance policy and other provisions set forth in this Agreement.

4. In the event that State or Local funding for Health Insurance is discontinued, or reduced, or does not support the cost outlined above, negotiations for the premium contribution by the Board shall resume.

D. DENTAL INSURANCE

The insurance premium for Dental Insurance shall be payroll deductible for each participating employee.

E. MEDIGAP INSURANCE PLAN

The Hawkins County Board of Education agrees to participate in the MediGap Insurance Plan as provided for retired certificated personnel. The State pays a portion of the MediGap premium of retired teachers with fifteen (15) or more years of service as established by the TCRS. The Board agrees to match the amount the State pays toward the MediGap premium for each teacher participating in the State MediGap Insurance Supplement Health Insurance Plan who become eligible after July 1, 2000.

Effective July 1, 2003, retirees participating in the State Medigap Insurance Supplemental Health Insurance and future retirees who are eligible for state supplemental health insurance may choose to receive the matching amount paid by the Hawkins County Board of Education toward another comparable supplemental insurance plan upon proof of insurance.

ARTICLE XXXI: EARLY RETIREMENT INCENTIVE PROGRAM

Employees of the Hawkins County School System who meet the eligibility retirement requirements for full benefits under the Tennessee Consolidated Retirement System, and have completed ten (10) years of employment in the Hawkins County School System, are eligible to participate in the Early Retirement Incentive Program of the Hawkins County School System.

A. Regulations

1. Participation in the program is voluntary.
2. It is the responsibility of the Director of Schools to notify the employee (teacher) in writing of the employee's eligibility for the program during each year in which the employee (teacher) is eligible.
3. If the employee (teacher) elects not to participate in the program when first eligible, he/she will remain eligible to age sixty two (62).
4. Credit for Sick Leave will apply to the option of the employee (teacher); however, only full years of credit (200 days-10 month employees; 220 days-11 month employees; and 240 days-12 month employees) are applicable.

B. Eligibility

1. To be eligible for retirement under the Early Retirement Incentive Program an employee (teacher) must have thirty (30) years of credible service in the Tennessee Consolidated Retirement System (TCA 49-2-203) and no less than ten (10) years of employment in the Hawkins County School System.
2. Employees electing to retire under this program may not be considered for future employment in the Hawkins County School System or in any other Tennessee school system, except as permitted by the regulations of the Tennessee Consolidated Retirement System.

C. Notification of Intent

1. Notification of an employee's intent to retire under this incentive plan shall be filed on the prescribed Application for Early Retirement Incentive Program Form, (Appendix M), on or before March 15th of the calendar year preceding the date retirement is to begin.

2. Upon acceptance into the program, the employee (teacher) shall receive a copy of the Agreement (Appendix P) between the Hawkins County Board of Education and the retiree.

D. Benefits

1. An employee (teacher) participating in the Early Retirement Incentive Program shall receive an annual amount equal to a minimum of ten percent (10%) of his/her total compensation based on highest annual salary of your last three (3) years of employment.
2. Benefits shall begin in July following retirement and shall continue to the employee's sixty-second (62nd) birthday, or for a maximum period of seven (7) years, whichever is less. Benefits received during the year of the employee's sixty-second (62nd) birthday shall be pro-rated on a percentage basis for the period of eligibility to that date.
3. An employee participating in the Early Retirement Incentive Program may elect to receive ten (10), eleven (11), or twelve (12) equal monthly payments as designated by him/her on the prescribed Application Form.

E. Group Insurance

1. The Board shall continue to pay group health insurance premiums as stated in the current contract for an employee who retires early pursuant to this Article, for Group Medical Insurance (Individual or Family).
2. An employee retiring under this program shall be eligible to continue payroll deductions for other group insurance premiums as stated in this contract.

F. Survivorship Payment

In the event the employee (teacher participating in the Early Retirement Incentive Program) should die during the term of this agreement, the designated beneficiary shall continue to receive payment(s) designated in the agreement for the remainder of the fiscal year (July 1 - June 30) of the employee's death. As of June 30th of the year in which the employee (participant) dies, per the guidelines set forth above, all Early Retirement Incentive payments cease. Such beneficiary shall be noted on the prescribed Survivorship Designation Form (Appendix Q), at the time the individual files for the Early Retirement Incentive Plan.

G. Duration

1. The Hawkins County Board of Education and the Hawkins County Education Association agree that the Early Retirement Incentive Program shall continue to remain in effect until such time as the Hawkins County Board of Education votes to discontinue said program prior to December 31st of any year.
2. If the Early Retirement Incentive Program must be discontinued, the Board will notify the Association in writing.
3. Employees in the program at the time of discontinuation shall continue to receive benefits in effect at the time the initial agreement was made.

ARTICLE XXXII: SAVINGS

If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part. When both parties mutually agree that a replacement for such article or part is unnecessary or a mute issue, negotiations for a replacement article or part shall not be required.

ARTICLE XXXIII: SICK-LEAVE BANK

The Hawkins County Board of Education and the Hawkins County Education Association agree to establish a Sick-Leave Bank according to the provisions of TCA 49-56-101 through 49-56-111 to become effective beginning with the 2003-2004 school year.

A. PURPOSE

The purpose of the Sick-Leave Bank is to provide sick leave contributors who have suffered an unplanned personal illness, injury, disability or quarantine and whose sick leave is exhausted.

B. ADMINISTRATION

The Sick-Leave Bank shall be administered by a Committee of Trustees. The Committee shall be composed of five (5) members: two (2) members appointed by the School Board from from its membership and the Director of Schools who shall chair the Committee.

C. RULES

1. Any certified professional employee shall be eligible to participate in the Sick-Leave Bank; however, a minimum participation of twenty (20) employees shall be required to establish the bank.
2. Any teacher who elects to participate in the Bank shall initially have two (2) days of sick leave deducted from his/her personal accumulation and deposited to the Sick-Leave Bank. Teachers electing to participate shall do so during the months of August, September, or October of any year. Donations of sick leave to the bank are non-refundable and non-transferable.
3. If at any time the number of days in the Sick-Leave Bank is less than twenty (20), or one (1) per member if there are more than twenty (20) members, or at any time deemed advisable, the Committee shall assess each member one (1) or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of the assessment, the first earned days shall be donated as they are accrued by the teacher.
4. By prior written notice to the Committee a member may withdraw from Bank participation on June 30th of any year. Membership withdrawal shall result in forfeiture of all days contributed.
5. Members of the Sick-Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for thirty (30) calendar days.

6. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated sick leave, personal leave and/or annual leave, including all paid Board extensions.
7. Leave grants from the Bank recommended by the Board of Trustees shall be in units of no more than twenty (20) consecutive duty days for the individual applicant. Applicants may submit requests for extensions of such leave grants before their prior grants expire. The maximum number of days any participant may receive in any fiscal year is sixty (60). The maximum number of days any participant may receive as a result of one or the same illness or accident is ninety (90) days.
8. In the event a member is physically or mentally unable to make a request to the Sick-Leave Banks for use of sick leave days, a family member or agent may file the request.
9. If the Committee determines it necessary, they shall require a physician's certificate of condition from any member requesting additional leave. Refusal to comply will result in denial of the pending request for use of sick leave days from the Bank.
10. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.
11. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, or illness of any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local retirement plan.
12. A member shall lose the right to obtain the benefits of the Sick Leave Bank by:
 - a. Resignation or termination of employment.
 - b. Cancellation of participation which is effective on June 30 exact.
 - c. Refusal to honor such assessment as may be required by the Committee.
 - d. Being on approved leave of absence with the exception of personal illness.
 - e. Retirement.

D. PROCEDURES

1. Contributions to the Bank must be made on a Sick Leave Bank Donation Form (Appendix P).
2. All requests to draw upon the Bank must be made upon Sick Leave Bank Request Form (Appendix Q) and submitted to the Committee of Trustees within thirty (30) days of the first date(s) Bank usage is requested. In extreme and unusual cases exceptions may be approved.
3. The Committee shall act affirmatively or negatively on all applications within ten (10) calendar days of the application.
4. All requests to draw from the Bank must be accompanied by a physician's statement on the approved form (Appendix R) confirming the cause of illness or injury and must be signed by the physician.
5. An applicant may be required to undergo at his/her expense a medical review by a physician approved by the Committee.
6. Any person submitting a request to draw on the Bank must have made his/her proper contribution for the fiscal year in which the request is made.
7. All records of the Sick Leave Bank shall be kept in the Central Office of the school system which handles regular sick leave records. The committee shall inform the office of all applications they approve and the amount of additional leave granted the member.
8. Either part (Hawkins County Board of Education or Hawkins County Education Association) may terminate the Sick Leave Bank with a thirty (30) day notice. In the event of termination the remaining days in the Sick Leave Bank will be allocated as per State Guidelines.

ARTICLE XXXIV: MAINTENANCE OF BENEFITS

Except as this Agreement shall hereinafter otherwise provide, all terms, conditions, and benefits in effect at the time this Agreement is ratified and signed shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefits existing prior to its effective date.

ARTICLE XXXV: 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 XXXVI:

DURATION

The Provisions of this Agreement will be effective as of July 1, 2004, except as otherwise provided herein, and will continue and remain in full force and effect until June 30, 2007. There shall be annual reopeners for salaries and fringe benefits, except those areas where more than a one (1) year agreement herein has been reached and specified. No later than March 1 of each year a meeting will be held between the Hawkins County Board of Education and the Hawkins County Education Association for the purpose of beginning negotiations for salaries, supplements, insurance, and other fringe benefits for the succeeding year except as set forth above. A diligent effort will be made by both parties to reach agreement prior to the time the budget must be submitted to the Hawkins County Commissioners.

APPENDIX CONTENTS

APPENDIX	PAGE NUMBER
A - Grievance Form	71
B - Disposition of Grievance	72-74
C - Employee Transfer Application	75
D - Teacher Salary Scale	76
E - Salary Data for Supervisors	77
F - Salary Data for Principals	78
G - Salary Data for High School Assistant Principals	79
Ga- Salary Data for Middle School Assistant Principals	80
Gb- Salary Data for Elementary School Assistant Principals	81
H - High School Activity Supplements	82
I - Middle School Activity Supplements	83-84
J - Salary Data for Band/Choral Directors and Assistant Band/Choral Directors	85
K - Salary Data for High School Guidance Personnel	86
L - Salary Data for Vo-Ag Teachers	87
M - Application for Early Retirement Incentive Program	88
N - Agreement for Early Retirement Incentive Program	89
O - Survivorship Designation	90
P - Sick Leave Bank Donation Form	91
Q - Sick Leave Bank Request Form	92
R - Sick Leave Bank Physician's Statement	93

STEP I: DISPOSITION BY PRINCIPAL

Date Received: _____ Date Meeting Set _____

Response: _____

Signature _____ Date _____

Grievance Resolved: YES _____ NO _____

Appealed to Step II: YES _____ NO _____

Signature of Teacher and/or Faculty _____ Date _____
Representative

STEP II: DISPOSITION BY SUPERVISOR

Date Received: _____ Date Meeting Set: _____

Response: _____

Signature of Teacher and/or Association _____ Date _____
Representative

Grievance Resolved: YES _____ NO _____

Appealed to Step III YES _____ NO _____

STEP III: DISPOSITION BY DIRECTOR OF SCHOOLS

Date Received: _____ Date Meeting Set: _____

Response: _____

Signature of Teacher and/or Association Representative _____ Date _____

Grievance Resolved: YES _____ NO _____

Appeal to Step IV: YES _____ NO _____

STEP IV: DISPOSITION BY PANEL OR INQUIRY

Date Received: _____ Date Meeting Set _____

Findings: _____

Chairman

HCBE Representative

HCEA Representative

Date

Appealed to Step V: YES _____ NO _____

Signature of Teacher and/or Association Representative

Date

STEP V: DISPOSITION BY BOARD OF EDUCATION

Date Received: _____ Date Meeting Set: _____

Response: _____

Copies To:
Teacher Filing Grievance
Association Office

HAWKINS COUNTY SCHOOLS
EMPLOYEE TRANSFER APPLICATION

Please complete this form in order to be considered for a transfer into a vacant position and return to the person indicated on the posting.

NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

PRESENT POSITION: _____

SCHOOL: _____

POSITION FOR WHICH APPLICATION IS BEING MADE: _____

GRADE: _____ SUBJECT(S): _____

CERTIFICATION: _____

EDUCATIONAL TRAINING: _____

EXPERIENCE IN HAWKINS COUNTY SCHOOL SYSTEM: (Number of years and position(s) held):

GENERAL REQUEST FOR TRANSFER SHOULD BE SUBMITTED BY APRIL 1ST.

If there are no openings in the above mentioned school, then I request that I remain in the present position for the upcoming school year.

Date Signature

Current Certificated Salary Scale

HAWKINS COUNTY SCHOOLS
SALARY DATA FOR SUPERVISORS (2004-2005)

NAME :

POSITION :

TRAINING : _____ EDUCATIONAL EXPERIENCE :

BASE SALARY FROM LOCAL SALARY SCALE	
STATE SUPERVISOR'S SUPPLEMENT	<u>1,000.00</u>

DIFFERENCE IN STATE SALARY SCALE
FOR SUPERVISORS & STATE TEACHERS'
SALARY SCALE

SYSTEM-WIDE SUPPLEMENT FOR SUPERVISORS	<u>3,764.00</u>
--	-----------------

COUNTY SUPPLEMENT (NEGOTIATED FOR 2004-2005)	<u>1,734.00</u>
--	-----------------

SUB TOTAL

11-MONTH SUPERVISOR (1/10TH OF SALARY
FOR ELEVENTH MONTH OF EMPLOYMENT)

12-MONTH SUPERVISOR (2/10TH OF SALARY
FOR ELEVENTH AND TWELFTH MONTHS OF
EMPLOYMENT)

TOTAL ANNUAL SALARY

TOTAL MONTHLY SALARY

NUMBER OF CHECKS

HAWKINS COUNTY SCHOOLS
 SALARY DATA FOR PRINCIPALS (2004-2005)

NAME: _____

SCHOOL: _____

POSITION: _____

TRAINING: _____ EXPERIENCE: _____

NUMBER OF TEACHERS SUPERVISED: _____

MONTHS EMPLOYED: _____

BASE SALARY FROM LOCAL SALARY SCHEDULE _____

TEACHER SUPPLEMENT FROM STATE: \$80.00
 PER TEACHER 1 THROUGH 20 _____

TEACHER SUPPLEMENT FROM COUNTY: \$62.00
 PER TEACHER _____

COUNTY SUPPLEMENT (NEGOTIATED FOR 2004-2005) 1,445.00

SUB TOTAL _____

SALARY SUPPLEMENT - 11-MONTH PRINCIPAL
 (1/10TH OF SALARY FOR ELEVENTH MONTH
 OF EMPLOYMENT) _____

SALARY SUPPLEMENT - 12-MONTH PRINCIPAL
 (2/10TH OF SALARY FOR ELEVENTH & TWELFTH
 MONTHS OF EMPLOYMENT) _____

SUB-TOTAL _____

TOTAL ANNUAL SALARY _____

TOTAL MONTHLY SALARY _____

NUMBER OF CHECKS: _____

HAWKINS COUNTY SCHOOLS

SALARY DATA FOR HIGH SCHOOL ASSISTANT PRINCIPALS
(2004-2005)

NAME: _____

SCHOOL: _____

POSITION: _____

TRAINING: _____ EXPERIENCE: _____

BASE SALARY FROM LOCAL SALARY SCALE _____

COUNTY SUPPLEMENT (NEGOTIATED FOR 2004-2005) 2,593.00

SUB TOTAL _____

SALARY SUPPLEMENT (1/10TH OF SALARY
FOR ELEVENTH MONTH OF EMPLOYMENT) _____

TOTAL ANNUAL SALARY _____

TOTAL MONTHLY SALARY _____

NUMBER OF CHECKS: _____

HAWKINS COUNTY SCHOOLS
 SALARY DATA FOR MIDDLE SCHOOL ASSISTANT PRINCIPALS
 (2004-2005)

NAME: _____

SCHOOL: _____

POSITION: _____

TRAINING: _____ EXPERIENCE: _____

BASE SALARY FROM LOCAL SALARY SCALE _____

COUNTY SUPPLEMENT (NEGOTIATED FOR 2004-2005) 2,074.00

SUB TOTAL _____

SALARY SUPPLEMENT (1/10TH OF SALARY
 FOR ELEVENTH MONTH OF EMPLOYMENT) _____

TOTAL ANNUAL SALARY _____

TOTAL MONTHLY SALARY _____

NUMBER OF CHECKS: _____

HAWKINS COUNTY SCHOOLS

SALARY DATA FOR ELEMENTARY ASSISTANT PRINCIPALS
(2004-2005)

NAME: _____

SCHOOL: _____

POSITION: _____

TRAINING: _____ EXPERIENCE: _____

BASE SALARY FROM LOCAL SALARY SCALE _____

COUNTY SUPPLEMENT (NEGOTIATED FOR 2004-2005) 1,556.00

SUB TOTAL _____

SALARY SUPPLEMENT (1/10TH OF SALARY FOR
ELEVENTH MONTH OF EMPLOYMENT) _____

TOTAL ANNUAL SALARY _____

TOTAL MONTHLY SALARY _____

NUMBER OF CHECKS: _____

APPENDIX H

HAWKINS COUNTY SCHOOLS
HIGH SCHOOL ACTIVITY SUPPLEMENTS (2004-2005)

NAME: _____ SCHOOL: _____

TRAINING: _____ EXPERIENCE: _____

<u>DUTY</u>	<u>SUPPLEMENT</u>	<u>BOYS</u>	<u>GIRLS</u>
ATHLETIC DIRECTOR	\$ 2,281.00		
__ HEAD FOOTBALL	3,177.00		
ASSISTANT FOOTBALL	1,608.00		
FRESHMAN FOOTBALL	1,152.00		
HEAD BASKETBALL	3,177.00		
ASSISTANT & JV BASKETBALL	1,608.00		
FRESHMAN BASKETBALL	1,152.00		
B-TEAM BASKETBALL	1,551.00		
HEAD BASEBALL/SOFTBALL	1,556.00		
ASSISTANT BASEBALL/SOFTBALL	1,009.00		
_ FRESHMAN BASEBALL/SOFTBALL	867.00		
HEAD TRACK	1,556.00		
ASSISTANT TRACK	1,009.50		
HEAD VOLLEYBALL	1,037.00		
ASSISTANT VOLLEYBALL	622.00		
CROSS COUNTRY	622.00		
TENNIS	633.50		
GOLF	576.50		
_ VARSITY CHEERLEADING	1,369.00		
JUNIOR VARSITY CHEERLEADING	684.00		
HEAD ANNUAL STAFF (LIMIT 1-VOLUNTEER; 1-CHEROKEE; 1-CLINCH)	913.00		
ASSISTANT ANNUAL STAFF (LIMIT 2- CHEROKEE; 2-VOLUNTEER)	456.00		

BASE SALARY FROM LOCAL SCALE:

*SUPPLEMENT TOTAL:

1/10TH OF TOTAL SALARY ELEVENTH MONTH FOR
HEAD FOOTBALL/ HEAD BASKETBALL:

1/20TH TOTAL SALARY FOR ASSISTANT FOOTBALL/
ASSISTANT BASKETBALL FOR ADDITIONAL 2 WEEKS:

TOTAL ANNUAL SALARY:

TOTAL MONTHLY SALARY:

NUMBER OF CHECKS:

*Maximum Combined Supplement: Head Coaches (Football and or
Basketball = \$ **5,145.00** All Other = \$ **4,580.00**

**All calculations based on 3.7% increase, subject to corrections
due to incorrect calculations.** 79

APPENDIX I

HAWKINS COUNTY SCHOOLS

MIDDLE SCHOOL ACTIVITY SUPPLEMENTS (2003-2004)

NAME :

SCHOOL :

TRAINING : _____ EXPERIENCE :

<u>DUTY</u>	<u>SUPPLEMENT</u>	<u>BOYS</u>	<u>GIRLS</u>
HEAD FOOTBALL	\$1,296.00		
ASSISTANT FOOTBALL	648.00		
HEAD BASKETBALL	1,296.00		
ASSISTANT BASKETBALL	648.00		
BASEBALL	576.00		
SOFTBALL	576.00		
TRACK	433.00		
CROSS COUNTRY	337.00		
VOLLEYBALL	416.00		
CHEERLEADING	684.00		
ANNUAL STAFF	456.00		
GOLF (1 PER SCHOOL)	300.00		

BASE SALARY FROM LOCAL SCALE :

SUPPLEMENT TOTAL :

TOTAL ANNUAL SALARY :

TOTAL MONTHLY SALARY :

NUMBER OF CHECKS :

HAWKINS COUNTY SCHOOLS

SALARY DATA FOR
 BAND/CHORAL DIRECTORS & ASSISTANT BAND/CHORAL DIRECTORS
 (2004-2005)

NAME : _____

SCHOOL(S) : _____

POSITION : _____

TRAINING : _____ EXPERIENCE : _____

BASE SALARY FROM LOCAL SALARY SCHEDULE _____

BAND/CHORAL DIRECTOR'S SUPPLEMENT 3,177.00

BAND/DIRECTOR (1/10TH OF TOTAL SALARY
 FOR ELEVENTH MONTH) _____

ASSISTANT BAND/CHORAL DIRECTOR'S
 SUPPLEMENT 1,591.00

TOTAL ANNUAL SALARY _____

TOTAL MONTHLY SALARY _____

NUMBER OF CHECKS : _____

HAWKINS COUNTY SCHOOLS

SALARY DATA FOR HIGH SCHOOL GUIDANCE COUNSELOR
(2004-2005)

NAME: _____

SCHOOL: _____

POSITION: _____

TRAINING: _____

TEACHING EXPERIENCE: _____

NUMBER OF MONTHS EMPLOYED: _____

BASE SALARY FROM LOCAL SALARY SCHEDULE _____

SALARY SUPPLEMENT (1/10TH OF SALARY
FOR ELEVENTH MONTH OF EMPLOYMENT) _____

TOTAL ANNUAL SALARY _____

TOTAL MONTHLY SALARY _____

NUMBER OF CHECKS: _____

HAWKINS COUNTY SCHOOLS
SALARY DATA FOR VO-AG TEACHERS (2004-2005)

NAME: _____

SCHOOL: _____

POSITION: _____

TRAINING: _____ EXPERIENCE: _____

NUMBER OF MONTHS EMPLOYED: _____

BASE SALARY FROM LOCAL SALARY SCALE: _____

SUPPLEMENT: (1/10TH OF STATE SALARY
SCALE FOR ELEVENTH MONTH OF EMPLOY-
MENT) _____

SUPPLEMENT: (2/10THS OF STATE SALARY
SCALE FOR ELEVENTH AND TWELFTH MONTH
OF EMPLOYMENT) _____

TOTAL ANNUAL SALARY _____

TOTAL MONTHLY SALARY _____

NUMBER OF CHECKS: _____

APPENDIX M

HAWKINS COUNTY SCHOOL SYSTEM
APPLICATION FOR EARLY RETIREMENT INCENTIVE PROGRAM

I, _____ Birthdate _____
hereby make application for retirement payments which I may be
entitled.

My effective date of retirement is _____

I will be _____ years of age on this date.

I will have completed _____ years of service as recognized by
the Tennessee Consolidated Retirement System, _____ years
of which were completed as a certificated employee of the Hawkins
County Board of Education.

For the past contract year my total compensation was \$ _____

METHOD OF PAYMENT: My choice of receiving the Early Retirement
Incentive payment(s) is as follows:

- _____ Ten (10) equal monthly installments
- _____ Eleven (11) equal monthly installments
- _____ Twelve (12) equal monthly installments

I understand that I will receive my first Early Retirement
Incentive Program payment on _____.

INSURANCES: (Check appropriate blanks)

_____ I am eligible for Board-paid insurances (as
applicable in the Hawkins County Health Insurance
Program), per contract provisions.

_____ I am eligible to continue Dental Insurance, per
policy guidelines and contract provisions.

_____ I understand that I may rescind this application
to participate in the Early Retirement Incentive
Program at any time prior to the effective date of
my retirement.

THIS APPLICATION HAS BEEN APPROVED AND WILL BE PROCESSED UPON YOUR
RESIGNATION BY THE BOARD OF EDUCATION. RETURN COMPLETED ORIGINAL
FORMS (APPLICATION, SURVIVORSHIP) TO THE PERSONNEL OFFICE, 200
NORTH DEPOT STREET, ROGERSVILLE, TN 37857.

Applicant Date

Personal Director

APPENDIX N

HAWKINS COUNTY SCHOOL SYSTEM
AGREEMENT FOR EARLY RETIREMENT INCENTIVE PROGRAM

WHEREAS, _____ is a certificated employee of the Hawkins County Board of Education, and

WHEREAS, said employee is illegible for retirement under the Tennessee Consolidated Retirement System and has been employed in the Hawkins County School System for a period of not less than ten (10) years, and

WHEREAS, said employee has properly made application for participation in the Early Retirement Incentive Program, and

WHEREAS, the Hawkins County Board of Education approved said employee's application on _____, and

THEREFORE, on the basis of mutual consideration contained herein, the parties agree as follows:

1. The Early Retirement Incentive Payment is in the amount of \$ _____
2. The total annual payment is \$ _____
3. Total of each monthly payment is \$ _____
4. Total number of monthly payments (10, 11, or 12) _____
5. The first monthly payment shall be _____ 20____
6. The employee is eligible for the following:
 - a. The Board agrees to continue to pay premium(s) according to the current contract, for Group Medical Insurance. (Individual or Family) _____
 - b. The Board agrees to continue to pay the premium for the employee's Life Insurance, per current contract agreement. _____
 - c. The Board agrees to allow payroll deductions for other insurance premiums, per contract provisions. _____

UPON THE DEATH OF THE AFOREMENTIONED PARTY, SURVIVOR BENEFITS SHALL CONTINUE TO BE PAID TO THE DESIGNATED BENEFICIARY NAMED ON THE SURVIVORSHIP DESIGNATION FORM PER THE EARLY RETIREMENT INVENTIVE PROGRAM POLICY.

In witness whereof the parties have caused this document to be Executed on the _____ day of _____, 20____.

Employee

Date

HAWKINS COUNTY SCHOOL SYSTEM

SURVIVORSHIP DESIGNATION

Pursuant to the Early Retirement Incentive Program of the
Hawkins County Board of Education, as of this date,

I hereby designate_____

of the City of_____

of the County of_____

and the State of_____

If such beneficiary survives me; and if such beneficiary does not
survive me,

I hereby designate_____

of the City of_____

of the County of_____

and the State of_____

I hereby reserve the right to change any beneficiary hereto
without the consent of any beneficiary. Any change in Designation
of Beneficiary must be filed in writing with the Hawkins County
Board of Education.

SIGNATURE: _____

ADDRESS: _____

DATE: _____

SIGNATURES OF CONTRACT RATIFICATION

Effective Dates: July 1, 2004 - June 30, 2007

HAWKINS COUNTY EDUCATION ASSOCIATION

President

Chief Negotiator

HAWKINS COUNTY BOARD OF EDUCATION

Chairman

Chief Negotiator

2004-2007
CONTRACT
BETWEEN
HAWKINS COUNTY
BOARD OF EDUCATION
AND THE
HAWKINS COUNTY
EDUCATION ASSOCIATION

EFFECTIVE DATES: JULY 1, 2004 -
JUNE 30, 2007