

Negotiated Contract

between

The Rhea-Dayton Education Association

and

The Rhea County Board of Education

2009-2010 2010-2011 2011-2012

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PREAMBLE

This agreement is made and entered into on this July 22, 2009, by and between the Board of Education of Rhea County ("Board") and the Rhea-Dayton Education Association ("Association").

Witnesseth: Whereas the Association and the Board recognize and declare that providing a quality education for Rhea County children is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

Whereas the members of the teaching profession are particularly qualified to provide input to the Board in formulating policies and programs designed to improve educational standards, and

Whereas the Board and the Association, as the representative of the employees of this district included in the unit as set forth in Article 2, the Recognition Clause, have the obligation and the authority pursuant to Tennessee Code Annotated (TCA) 49-5-601 through 49-5-613 to negotiate in good faith, and

Whereas the parties have reached certain understandings which they desire to confirm in this Negotiated Contract ("Agreement").

It is hereby agreed as follows:

ARTICLE 1: RECOGNITION

A. Unit

Pursuant to TCA 49-5-601 thru 49-5-613, the Rhea County Board of Education hereby recognizes the Rhea-Dayton Education Association and its affiliates the Tennessee Education Association and the National Education Association for the purpose of collective negotiations of all professional employees, except the management team.

B. Definitions

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 (TCA 49-5-602).
2. The terms "teacher" or "employee", singular or plural, when used hereinafter in this Agreement, shall refer to all certified professional personnel represented by the Association and the bargaining unit, and references to one gender shall include the other gender.
3. "Board" shall mean the Board of Education of Rhea County School System or its duly authorized representatives, or any agent of the Board.

4. "Association" shall mean the Rhea-Dayton Education Association or its duly authorized representatives or agents.

ARTICLE 2: MANAGEMENT RIGHTS

The Association recognizes that the Board has the responsibility and authority to set policy and procedure to manage and direct, in behalf of the public, all operations and activities of the school system to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

The Board and the Association agree that any policy or procedure impacting those fundamental matters that affect a professional employee financially or the employee's employment relationship with the board of education will be bargained in good faith.

ARTICLE 3: ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall have the right to make use of school buildings and facilities for Association activities and any equipment when such equipment is not otherwise in actual use, and provided that the Association furnishes all needed materials. Prior arrangement for the use of facilities and equipment shall be made available with the prior approval of the building principal to avoid conflicting use.

B. Communications

The Association shall have the right to 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.

The Association shall have the right to use the school system's regular inter-school mail delivery system and employee mailboxes (regular and electronic), **including School Cast**, for communications to employees or members of the Association (TCA 49-5-609(a)(4)).

C. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations (TCA 49-5-609(a)(4)).

D. Board Meetings

The Board shall place on the agenda of Board meetings as an item for consideration under "new business" matters brought to its consideration by the Association, provided that such matters are made known to the Director of School's office in compliance with standard Board procedures.

E. Release Time

The Association shall be granted twenty-five (25) leave days with payment of substitutes to be provided by the Association. In cases where a substitute is not employed for non-instructional personnel, the employee shall not suffer loss of other leave days. The Association shall follow the current procedures for obtaining substitutes.

F. Exclusive Rights

The Rights granted herein to the Association shall not be granted or extended to any other organization, claiming to represent professional employees or soliciting membership from professional employees on school property.

ARTICLE 4: SCHOOL CALENDAR

In the event there is a need to change the school calendar in such a way as to alter dates for the beginning of the school year, the ending of the school year, and/or holidays, the Director of Schools and the Association representatives shall meet and mutually agree upon said changes.

ARTICLE 5: PUPIL-TEACHER RATIO

Because the pupil-teacher ratio is an important aspect of an effective program, the Board agrees that class size shall be within the State guidelines.

ARTICLE 6: LEAVE

A. Sick Leave

1. Notification of Accumulation

Each employee shall be given a copy of a written accounting of accumulated sick leave days on each paycheck stub.

2. Sick Leave Bank

The Association and the Board shall establish a sick leave bank effective August 1983 as stated in Appendix A.

B. Temporary and Extended Leaves of Absence

1. Association

Upon request of the Association, leave of absence without pay for up to two (2) years shall be granted by the Board to any teacher for the purpose of serving as president of the Association, its affiliates or on its staff.

2. Public Office

In addition to leave provided by TCA 49-5-702 for serving in a public office, the Board agrees to extend the time provided by an additional three (3) months provided all other aspects of the TCA 49-5-702 are fulfilled.

3. Good Cause

The Board may grant an extended leave of absence to any employee for "good reason" if in the Board's judgement it would be in the best interest of the system or if any applicable state or federal law so requires.

4. Bereavement

Up to three (3) days of leave shall be granted at any one time in the event of death of an employee's immediate family to include spouse, child, brother, sister, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, legal guardians. These days may not be accumulated from one year to the next. If the funeral is more than 250 miles away, one extra day of bereavement leave will be granted if requested. If additional days are required, sick leave may be used.

C. Family and Medical Leave

1. Amount and Purpose of Leave

An eligible employee shall be entitled to take twelve (12) weeks of Family and Medical Leave in accordance with the Family and Medical Leave Act ("FMLA") 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 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. For purposes of this section, the term "child" shall include a biological son or daughter, an adopted or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis, when such child is either under age eighteen (18), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability. For purposes of this section, an "eligible employee" is an employee who has been employed in the Rhea County School System for 12 months, working at least 1,250 hours during the 12-month period immediately preceding the FMLA leave.

2. Husband and Wife Rule

A husband and wife who are eligible for FMLA leave are limited to a combined total of 26 weeks of leave if the leave is taken (1) for the birth of a child; (2) for the placement of a child for adoption or foster care; or (3) to care for a parent with a serious health condition.

3. Period for Taking Leave

For purposes of complying with the FMLA, a leave year shall be defined as the period from July 1 through June 30.

4. Intermittent Leave

FMLA leave may be taken intermittently or on a reduced leave (part-time) basis if medically necessary or if agreed upon by the employee and the Board. If such intermittent or reduced leave is foreseeable based on planned medical treatment and the employee would be on leave for greater than twenty (20) percent of the total number of working days in the period during which the leave would extend, the Board 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 qualified and that better accommodates recurring periods of leave.

5. Term and Extension of Leave

FMLA leave shall be from a date certain to a date certain. However, any leave may be extended to a later specified date upon written request from the employee.

6. Employee Notice

In order to take FMLA leave, an employee must give the Board at least thirty (30) days advanced notice if the need for the leave is foreseeable. If thirty (30) days notice is not practicable, notice must be given as soon as practicable. When planning medical treatment, the employee should consult with the Board and make a reasonable effort to schedule the leave so as not to disrupt unduly the school system's operations. If FMLA leave will cause disruption, the Board may require the employee to reschedule the leave if it is medically possible to do so. If the required notice is not given, the Board will delay FMLA leave until the notice has been given and the appropriate amount of time has passed.

7. Medical Certification Before Leaving

The Board shall require that an employee's request for leave to care for the employee's seriously ill spouse, child, or parent, or due to the employee's own serious health condition be supported by a certification issued by the treating health care provider. The board shall give written notice of the requirement for medical certification. The employee must provide the requested certification at least fifteen (15) calendar days after the Board's request unless it is not practicable under the particular circumstances to do so. If the employee does not provide this medical certification, the employee's request for FMLA leave will be denied.

8. Substitution of Paid Leave

FMLA leave is unpaid. However, with the exception of sick leave and personal leave either the employee or the Board may choose to substitute any paid leave which the employee has earned or accrued in place of the FMLA leave. The only exception to this substitution rule is that accrued sick leave can be substituted only for the purpose of caring for one's self as a result of a serious health condition.

9. Group Health Insurance

During the period of FMLA leave, group health insurance coverage will remain in effect for the employee on FMLA leave. If paid leave is substituted as discussed

above, the employee's portion of the premium will be paid by payroll deduction as it normally is. If employee's salary during paid leave is not sufficient to cover the deduction, then the employee must pay his or her portion of the premium as other premiums are paid by employees on leave without pay. If the employee's portion of the premium is not paid in a timely manner, the employee's group health insurance coverage may lapse during the FMLA leave. If the coverage lapses during the FMLA leave period due to the employee's failure to make timely payments, the Board must restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken. If the employee does not return to work after his or her FMLA leave, the Board reserves the right to recover all group health insurance premiums paid by the Board for the employee's health insurance coverage, depending upon the reason(s) for the failure to return to work.

10. Status Report

While an employee is on FMLA leave, the employee must report to the Superintendent prior to the time when the employee intends to return to work. Notice of an employee's intent to return to work and the date on which the employee will return should be given to the Superintendent two (2) weeks in advance, if practicable.

11. Compliance With Other Leave Laws

If a leave qualifies for both FMLA leave and leave under any other state or federal law, the leave counts against the employee's entitlement under both laws, if the employee so chooses.

D. Return From Leave

Upon completion of any leave not in excess of twelve (12) months, the employee shall be returned to the same position held when the leave commenced. If the leave exceeds twelve (12) months, the employee shall be restored to the employee's original job, or to an equivalent position.

ARTICLE 7: STUDENT DISCIPLINE PROCEDURES

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 Board will take reasonable steps to assist the teacher with respect to such students.

B. Classroom Control

A teacher may temporarily excuse a student from class by referring the student to the principal's office 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. At the time of such referral, the teacher shall notify the principal

or his/her designee, of the student's offense, and the teacher shall furnish the principal, or his/her designee, as promptly as his or her teaching obligations will allow, full particulars of the incident in writing. At the time the student is returned to class, the teacher shall be notified of any actions taken by the principal. The principal, or his/her designee, shall set forth such actions in writing as soon as practicable.

C. 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 shall be distributed to students, teachers and parents each year.

D. Discipline Procedure Development

The Board shall require the principal to distribute to teachers and students at the beginning of each school year a policy setting forth student discipline procedures.

E. Bus Control

Teachers will be permitted to ride school buses to and from school when seating is available. Teachers will help maintain discipline while riding the bus.

F. Loss of Pay

Time lost by an employee, not covered by Workers' Compensation, in connection with any incident mentioned in this Article shall not be charged against the employee's sick leave.

G. Assault on Employees or Students

Shall be in accordance with Article 17-B.

ARTICLE 8: SALARIES AND BENEFITS

Article 8 shall be reopened for negotiations yearly. Refer to the current year's supplement to this contract for existing provisions within this article.

ARTICLE 9: TEACHING HOURS, LOAD AND BASIC WORKING CONDITIONS

A. Teaching Hours and Load

1. The total in-school workday shall consist of not more than seven and a half (7 1/2) hours. Duties beyond the seven and a half (7 1/2) hour day shall be considered extra-curricular duties and shall be assigned on an equitable basis.
2. In case of school closing, public notification will be made as soon as practicable on the day in question.

B. Lunch Periods

All professional employees shall have a daily duty-free lunch period of at least thirty (30) minutes which is included within the 7 1/2 hour workday (Duty-free shall mean that teachers will not be given any assignment and will be free to use this time as they may choose.)

C. 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 meetings one day (1) each month. Such meetings shall begin no later than five (5) minutes after the student dismissal time and shall run for no more than forty-five (45) minutes. 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 school, except in cases of extreme emergencies.

2. Agenda

The agenda for any faculty meeting shall be given to the teachers prior to meetings, except in an emergency. The Association has the right to place items on the agenda. The teachers shall have the opportunity to suggest items for the agenda.

D. Preparation Time

All teachers shall, in addition to their lunch period, have daily preparation time equivalent to one class period during which they will not be assigned to any other duties.

E. Basic Working Conditions

Employees shall be provided basic working conditions. These conditions shall include but not be limited to the following:

1. All teachers who serve as sponsors for extra-curricular activities shall do so on a voluntary basis.
2. Teachers shall have a free and convenient parking area. Cars of parents and/or students shall not be permitted in this area.
3. Teachers shall not be required to use their personal automobiles for transportation of students.
4. The Board agrees that all professional employees shall be admitted free of charge of all county school athletic events.
5. Teachers shall not be required to serve food.
6. Teachers shall not be required to provide medical care.

7. Teachers shall not be required to perform custodial services and a clean working area/environment shall be provided.
8. Teachers shall not be required to conduct class in areas where there is prior knowledge of little or no water or heat.

F. Exceptions

Exceptions to the provisions in Sections A, B, C, D, and E above may be made only in cases of extreme emergency.

ARTICLE 10: 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 thru 49-5-613. During such negotiations the Board and the Association will present relevant data, exchange points of view, or make proposals and counter proposals.

B. Meetings

1. No later than March 1 of the calendar year in which this agreement is to expire, either party shall submit to the other written notice of its intent to negotiate a successor agreement.
2. Within five (5) days of the date of the request, the parties will establish a mutually convenient time and place for a meeting. The meeting shall take place as soon as practicable following the date of the request. Additional meetings as may be necessary to complete an agreement shall be agreed upon by the negotiations representatives.

C. Negotiating Team

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

D. Access to Information

1. The Board shall furnish to the Association upon request all available information concerning the financial resources of the school system, including but not limited to: annual financial reports, agendas and minutes of all Board meetings, treasurer's reports, school census information, names, addresses, and phone numbers of all

teachers, educational background and salary placement of all teachers, and such other information as will assist the Association in developing constructive proposals.

2. All expenses in the procuring of this information will be borne by the Association.
3. The Director of Schools shall provide the Association with all relevant information relating to schools placed in improvement status and the development of work plans or initiatives related to RTTT and TFTA. The information shall include, but not be limited to:
 - a. All information relating to closure of any school, any changes in governance of a school, restructuring of any school, or any change or conversion of a school to charter school status.
 - b. All information relating to the employment of staff at such schools, including seniority, the certification status of each teacher, identification of teaching responsibilities of each teacher, and any other relevant information necessary to assure proper representation by the association of its members.
 - c. Any change in funding and the status of funds necessary to the continued employment of staff.
 - d. Job descriptions, if they exist, for all employee positions within the bargaining unit.

E. Mediation

If reasonable efforts do not produce agreement, either party may follow TCA 49-5-613.

F. Continued Negotiations

If mediation does not result in agreement, negotiations shall be available from either party.

G. Tentative Agreement

Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside, subject to agreement on the entire agreement and ratification thereof.

ARTICLE 11: GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean any claim by an employee and or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement or any established written policy or practice of the Board. A grievance must be processed in accordance with the provisions set forth herein prior to the

institutions of any other proceeding. Association grievances shall be confined to Articles 3, 4, 10, 11, 12, 14, 15, 16 - paragraph D, 20.

2. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.

B. Procedures

The parties acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee a grievance may be processed as follows:

Step 1: The employee may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The employee and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the employee shall be provided with the decision. The Association shall be provided with a copy of the supervisors written response to an individual employee.

Step 2: If the grievance is not resolved at Step 1, then the employee may refer the grievance to the Director of Schools within six (6) days after the receipt of the Step 1 answer or within eight (8) days after the Step 1 meeting, whichever is the later. The Director of Schools shall arrange with the employee for a meeting to take place within ten (10) days of the Director of Schools receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary. Within five (5) days after the meeting, the employee shall be provided with the Director of Schools written response, including the reasons for the decision. The Association shall be provided with a copy of the Director of Schools written response to the individual employee.

Step 3: If the grievance is not resolved at Step 2, the employee may request a review by the Board of Education within seven (7) days after the employee receives the decision or within ten (10) days after the time limits for Step 2 have expired, whichever is the later. The request for a Board review shall be made in writing through the Superintendent, who shall forward the request to all members of the Board. The Board shall review the grievance and hold a public hearing with the grievant within fourteen (14) days of the Superintendent's receipt of the written request. If the next scheduled Board meeting does not fall within fourteen (14) days, the next following Board meeting shall be the latest time the Board shall consider the grievance. The Board shall have at least ten (10) days after the hearing in which to provide a written response to the grievance. Copies of the decision of the Board, including the specific reasons for rejecting or upholding the grievance, shall be sent to the employee, the Association and the Superintendent.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3, the Association shall give written notice to the Superintendent and Chairman of the

Board of the Associations intent to arbitrate the dispute pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The parties shall select an arbitrator from an identical list of persons chosen from the panel of the Labor Arbitrators, as maintained by the American Arbitration Association. At the conclusion of the arbitration hearing, the arbitrator shall issue his or her recommended and advisory award, accompanied by a written opinion setting forth the reasons for the award. By written agreement of the parties, the arbitrator may be required to issue a final and binding award which disposes of all of the matters submitted. By either option, the cost for the services of the arbitrator shall be borne by the losing party.

C. Advanced Step Filing

1. If the employee or the Association and the Superintendent agree, Step 1 of the procedure may be bypassed and the grievance brought to Step 2.
2. If the employee or the Association, the Superintendent, and the Board agree, Step 1 and Step 2 of the procedure may be bypassed and the grievance brought to Step 3.
3. Grievances involving an administrator above the building level may be initially filed at Step 2.

D. Representation

1. The Board acknowledges the right of the Association's grievance representative to participate at all steps of the grievance process when requested by the grievant. No employee shall be required to discuss any grievance if the Association's representative is not present.
2. When an employee is not represented by the Association, the Association shall be notified in writing that a grievance is in process.

E. No Reprisals

No reprisals shall be taken by the Board or Administration against an employee because of the employee's participation in the grievance process.

F. Released Time

Should the investigation or processing of any grievance require an employee or an Association representative be released from his regular assignments, by mutual agreement between the Board and the Association, the employee or Association representative shall be released without loss of pay or benefits.

G. General

1. A grievance may be withdrawn at any level without establishing precedent.

2. 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.
3. The Board and the Administration shall cooperate in the investigation of any grievance.
4. A class grievance involving two or more employees shall be filed by the Association President at Step 3 unless a single principal is directly involved. In such case, the grievance shall be filed at Step 2.
5. A grievance involving a contractual Association right shall be filed by the Association President at Step 3.

ARTICLE 12: DEDUCTIONS

A. Authorization

Any employee 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. The form of the assignment shall be the United Teaching Profession membership enrollment form for the current school year. Membership dues shall only be deducted for the Rhea-Dayton Education Association and its affiliates.

B. Regular Deductions

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

C. Pro-Rated Deductions

Employees authorizing dues deductions after the date of the commencement of deductions as in item B of this article shall pay upon joining the amount for dues already withheld from other teacher's wages pursuant to Item B. Dues for the succeeding month after joining will come out of their check the same as all other members.

D. Duration

Authorization 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 November 30 of any new school year.

E. Termination of Teacher

Any teacher who authorizes payroll deduction of dues and subsequently terminates employment prior to the final deduction shall be required to pay the Association the remaining balance.

F. Transmission of Dues

With respect of membership dues deducted by the Board, the Board shall remit to the Association the total amount deducted accompanied by a list of teachers for whom the deductions have been made. The Association agrees to advise the Board of all members of the Association on request, and, when not otherwise available, to furnish information needed by the Board to fulfill the provisions of this Article.

G. Contributions

The Board shall provide payroll deductions without charge for Medical, Cancer, Life, Credit Union, Retirement, Association dues, any Tax Shelter Annuity, and Disability. Any and all deductions requested after the execution of this Agreement must have a minimum enrollment of 30 employees before such payroll deductions will be provided. For those deductions currently provided, if any company loses all clients after the execution of this Agreement, said company must obtain a minimum enrollment of 40 employees before payroll deductions will be provided.

H. Enrollment

The enrollment period for deductions shall be from September 1 to November 30 with the changes to be reflected in the January payroll. All requests for changes shall be submitted in writing to the County Central Finance Office.

ARTICLE 13: TEACHER ASSIGNMENT

A. Assignment of Teachers

1. Any professional employee who is to be assigned different teaching duties for the following school year shall be notified in writing by the principal as soon as practicable but, in no case less than five (5) days prior to the affective date of the change.
2. The Principal shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which they have been appointed, and the principal shall give notice of the assignments to new teachers. Newly hired teachers shall be supplied teacher manuals for the courses they will teach within three (3) days after being hired, except in case of emergency.
3. In the event that changes in any assignments are proposed, each employee affected shall be notified in writing and made aware of the rational for such action.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competency, teachers shall only be assigned to teach in areas for which they hold a teaching certificate issued by the Tennessee State Board of Education.

C. Additional Assignments

Preference in making additional assignments including adult education, summer courses, etc. shall be given to teachers presently employed in the Rhea County System.

ARTICLE 14: VACANCIES, TRANSFERS, INVOLUNTARY TRANSFERS, AND REASSIGNMENTS

A. Notice of Vacancies

1. Notice of vacancies or the establishment of new positions for professional employees shall be posted on the bulletin boards in each school and local newspapers, and on system website as soon as the Director of Schools is aware of the existence of such position. Notices will remain posted at least ten (10) working days before the position is filled. During summer vacation months, posting may be done in local newspapers and/or system website.
2. Notices shall contain the date of posting, description of the position, name of the school, requirements of the position and the name of the person to whom the application is to be returned.
3. Attached to each Board agenda shall be a professional personnel applicant sheet which shall contain:
 - a. A list of all positions available
 - b. Certification requirements of each position
 - c. All professionals names who submitted an application for the position, their certification area, number of years credited experience and degree level.

B. Procedure for Voluntary Transfers

1. Employees who desire a change in grade and/or subject assignment within the same building or who wish to transfer to another building shall apply for any vacant or new position. Application shall be made upon standard forms supplied by the Superintendent within the ten (10) day posting period.
2. Before the regular school year, permanent system vacancies shall be filled first by voluntary transfers of teachers within the Rhea County school system before being filled by persons not employed by the Rhea County school system provided that the current system employee is better or equally qualified, as noted in Article 16-C, than any non-system applicant.
3. With the exception of vacancies for special education, coaching, and specialized certification positions, all vacancies occurring after September 1 of any school year shall be filled with a temporary certified employee for the remainder of the school year. The position shall be posted by April 15 as a vacancy for the following school year.

4. In the event two or more certified employees apply for the same position, the applicant with the best qualifications shall be assigned the position. If qualifications are deemed essentially equal, in accordance with the provisions of Article 16, seniority in the school system shall be the controlling factor.

C. Procedures for Involuntary Transfer

1. Notice of Transfer

Notice of an involuntary transfer or reassignment shall be given to an employee as soon as practicable and in no case later than seven (7) days prior to the transfer.

2. Written Reasons for Transfer

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the **Director of Schools** or his/her designee, at which time the employee will be notified in writing of the reasons therefore.

3. Involuntary Transfer--Enrollment Change

In those cases where an involuntary transfer or reassignment is made necessary by enrollment, curriculum, or program changes, the principal shall seek a volunteer. If no volunteer is available, the employee with the least amount of seniority in the affected grade or program area as defined in Article 17 shall be transferred, except that, such employee shall be allowed to displace the least senior qualified teacher in a position for which he/she is certified within the school site and/or system. If the affected employee chooses to exercise this option, the least senior/qualified person shall be transferred.

4. Special Considerations

Employees involuntarily transferred or reassigned as a result of budget reductions, student enrollment, or program changes, shall be given preference for new positions or vacated positions over other employees seeking voluntary transfers. Preference shall not be given to employees involuntarily reassigned or transferred for disciplinary reasons, when the employee has been notified in writing that the transfer or reassignment was disciplinary in nature. Teachers transferred or reassigned for disciplinary reasons shall have the same rights as other employees seeking voluntary transfers or reassignments.

D. Impact of the Achievement School District

Should the commissioner of education remove a school from the jurisdiction of the Board and place the school under the jurisdiction of the "Achievement School District," affected teachers shall be limited to the following choices:

1. An affected teacher may seek a transfer to a specific vacancy pursuant to this article or any other position the teacher is qualified and certified to fill.
2. An affected teacher may seek employment with the management entity in the achievement school district. If rejected, the affected teacher may seek a transfer to a

specific vacancy or a transfer to any position the teacher is qualified and certified to fill.

3. An affected teacher may give notice to the director of schools that the teacher will accept an involuntary transfer.
4. An affected teacher may give notice to the director of schools of a desire to displace a less senior employee in a position the affected teacher is certified to work.

ARTICLE 15: LAYOFF AND RECALL

A. Permissible Reasons for Layoff

Employees may be laid off only when their positions are eliminated as a result of:

1. A substantial increase in the operation costs of the Board.
2. A substantial reduction in pupil enrollment.
3. The discontinuance of a particular type of teaching service, provided that such discontinuance is not for arbitrary or discriminatory reasons.

B. Notification

The Board shall provide written notice to the Association and the employee who could be affected by the layoff as soon as practicable and in no case later than seven (7) days prior to the Board meeting within which the layoff will be effected.

C. Layoff Procedure

1. If a position is to be eliminated, the Board shall give notification of layoff to the least senior qualified employee in that position.
2. An employee who is notified of layoff will have the right to displace any least senior qualified employee whose work s/he is certified to perform. Written notice of intent to exercise this right must be given the Director of Schools with a copy to the Association within ten (10) days after the employee is notified of layoff. Within five (5) consecutive working days after the employee is given such notification, the Superintendent will notify the least senior qualified employee that he or she is to be displaced.
3. An employee who is to be displaced pursuant to this Section will have the same displacement right vis a vis a less senior qualified employee as an employee who is to be laid off pursuant to Subsection 2 above.

D. Recall

1. As vacancies arise a laid off employee will be recalled to the first available vacancy for which the employee is certified with the most senior qualified employee being recalled for such vacancy first.

2. A laid off employee may refuse to accept one regular teaching or other equivalent position and still retain his/her position on the recall list.
3. No new or substitute appointments may be made while there are laid off tenured employees available who are certified and equally qualified to fill the vacancies.

ARTICLE 16: SENIORITY AND QUALIFICATIONS

A. Definitions

1. System seniority shall be defined as the length of an employee's experience within the Rhea County School System.
2. In the event that more than one employee has the same date of hire, seniority shall be determined by random selection (by draw from a hat in the presence of the people in question).

B. Standards

Filling vacancies and making transfers are Board/Superintendent responsibilities. Appointments will be made in accordance with qualifications as outlined in Section C below.

C. Qualifications

In determining relative qualifications of teachers under any of the provisions contained in this Agreement, The Board and/or Superintendent shall consider the factors designed to provide the Board and/or Superintendent with the best overall picture of the teachers involved. These factors shall include the following:

1. Degrees in teaching area.
 2. Relevant experience.
 3. Competency as determined by state and local evaluations.
 4. Competency as determined by progress of students as determined by state testing.
- No one (1) factor will be considered more important than any other factor.

D. Seniority List

A system seniority list shall be prepared and provided to the Association and posted on all employee bulletin boards on or about October 31 of each year.

ARTICLE 17: SAFETY PROVISIONS FOR EMPLOYEES, STUDENTS, AND PROPERTY

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Superintendent shall act reasonably in making his/her final decision on this issue.

B. Use of Reasonable Force

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

C. Assault on an Employee

1. When an absence arises out of, or from, an assault against an employee while on assigned duty, that employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. The length of said absence shall be determined by the employee's physician.
2. Based on the merits of each individual case, the Board shall assume all cost of legal assistance, leave, personal property damage, and medical services for any injury or damage incurred while the employee was acting in the discharge of his/her duties within the scope of his/her employment.

D. Communications

Employees who are removed from the central location of the office shall be equipped with two-way internal communication devices.

ARTICLE 18: TEACHER MATERIALS AND FACILITIES

A. Teaching Materials--Per Pupil Costs

Teachers shall be notified in writing of the total ADA and local funds for instructional materials and supplies for his/her classroom within fifteen (15) days after notification of the building principal.

B. Facilities

1. The Board shall provide in each school the following facilities:
 - a. **Storage Space**
Lockable space for each teacher within each instructional area in which to store his/her instructional materials and supplies. Total cost (system-wide) shall not exceed \$500.00 per school year.
 - b. **Lounge/Workroom**
An appropriate room shall be reserved for the exclusive use of employees as a staff lounge / workroom provided that suitable space is available which in the

judgment of the principal is not needed for instructional or other student activities.

c. Communication System

An adequate communication system in each classroom so that employees can communicate with the main building office from their classrooms if the need arises. In those schools in which adequate communication systems are not available, the Board shall continue to improve and make available communication systems as funds permit.

d. Books and Expendables

Adequate books, chalk, erasers and any other such material required in daily teaching responsibility shall be made readily available.

e. Duplicating and Typing

Adequate typing, duplicating, stencil and mimeograph facilities, and copying machines shall be made available to the employees at each school as they are needed.

f. Telephones

There shall be a private telephone in each faculty lounge for the use of employees.

2. An appropriate room and other facilities for employees who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils.
3. In order to permit freedom of access at all times, all teachers shall be given keys or access to their school, classroom and work area facility.

ARTICLE 19: TEACHER/ADMINISTRATIVE EVALUATION

A. General

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 district. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the Board, and the administration to assist all teachers, especially the less experienced ones, in improving their professional skills. The State evaluation instrument will be used in all system evaluations.

B. Assistance Procedure

Definite positive assistance shall be immediately provided to teachers upon recognition of "professional difficulties." For the purpose of this article the term "professional difficulties" shall apply to any observed deficiencies relating to job performance.

C. Administrative Evaluation

Administrators shall be evaluated annually by all professional personnel under their supervision. The results are to be used for the purposes of self-evaluation in administrative and professional growth.

D. Notification

During the first three (3) weeks of school, each employee shall be informed of the evaluation procedures, criteria, and instruments to be used during that school year, and of the supervisor(s) responsible for his/her evaluation.

E. Conferences and Reports

1. A copy of each formal written evaluation shall be given to the employee, and a conference shall be held between the employee and the evaluator to discuss the formal written evaluation within five (5) school days following the final classroom observation.
2. Both parties shall sign the written evaluation, and a copy signed by both parties shall be given to the employee. It is understood that the employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.
3. If an employee feels that his/her evaluation is incomplete or unjust, he/she may put his/her objections in writing and have them attached to all copies of the evaluation report.
4. An employee may request and be granted a conference with the evaluator after any other classroom observation.
5. No written report shall be submitted to the Superintendent, placed in the employee's file or otherwise acted upon without a prior conference with the employee as indicated above.

ARTICLE 20: PERSONNEL FILES

A. Contents

1. The school system agrees not to establish any separate personnel file which is not available for the employee's inspection in accordance with the Open Records Act (TCA 10-7-503 thru 506).
2. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in personnel files.
3. No anonymous materials shall be maintained in a teacher's personnel file.

B. Maintenance

1. The school system shall maintain the teacher's personnel file at the system's central office. Any files kept by the teacher's immediate supervisor shall not contain any material not found in the system's files.
2. A teacher shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she 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.
3. The person(s) who draft and/or place materials in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
4. The Board shall keep a log indicating the persons, other than routine office or administrative personnel who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the teacher, who may be accompanied by his or her Association representative.
5. In the event that the Board removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
6. No negative or derogatory documents and/or other materials shall be placed in the personnel file of a teacher after severance, after receipt of a letter of resignation, or after the date on which a letter of non-renewal has been written to the teacher unless the teacher is notified and is given an opportunity to prepare a written response which shall be attached to the documents.

C. Access to Files

A teacher shall have the right, upon request, to review the contents of his/her personnel file and be furnished copies of any documents contained therein. The teacher shall bare the cost of only copies made. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.

D. Use of Files

The Board shall not base any adverse action against an employee upon materials which are not contained in such employee's personnel file unless the employee is notified and given an opportunity to review the material and to attach a rebuttal statement.

ARTICLE 21: COMPLAINTS

- A. Any complaint(s) regarding a professional employee made to any member of the administration by a parent, student or other person which may be used in any manner

in evaluating a teacher shall be promptly investigated and the teacher notified of the investigation when it begins.

- B. The complainant shall write and sign the written complaint.
- C. The teacher shall be given an opportunity to respond and meet with the person making the complaint in order that he/she may rebut the complaint.
- D. If the person making the complaint refuses to participate in this procedure, any and all references to the complaint shall be removed from the teacher's file.
- E. The teacher shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
- F. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to all copies.

ARTICLE 22: FAIR TREATMENT

A. Notification of Deficiencies

The Board, in recognition of the concept of progressive improvement, shall give notification to a teacher in writing of any alleged deficiencies, indicate expected correction, and give a reasonable period of time for correction before taking any official action.

B. Right to Representation

The teacher shall be given advance notification of the nature of the meeting. The teacher may have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When an employee requests representation, no action shall be taken with respect to the employee until such representative of the Association is present.

C. Due Process

1. No employee shall be discharged, non-renewed, suspended, reprimanded, adversely evaluated, reduced in rank or compensation or deprived of a professional advantage without just cause.
2. All information forming the basis for the disciplinary action will be made available to the teacher.
3. A tenured teacher dismissal hearing shall be held before an impartial hearing officer. The board designates the Secretary of State's Administrative Procedures Division as

the source of such hearing officers. After a teacher gives written notice to the director of schools of the teacher's request for a hearing, the director of schools shall contact the Administrative Procedures Division for the designation of a hearing officer.

ARTICLE 23: 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 negotiations. Within five (5) days after the event, the parties shall enter into negotiations and shall continue on a weekly basis except for emergencies or official school holidays, until the replacement has negotiated.

ARTICLE 24: DURATION

- A. The Rhea-Dayton Education Association negotiating team and the Rhea County school board have agreed not to open any articles of the negotiated contract except for Article 8 (money items). The body of the contract will remain unchanged for an additional three school years. The three school years will be 2009-2010, 2010-2011, 2011-2012. If both parties agree during this time, portions of the contract may be opened for discussion. If no new contract has been negotiated by the end of 2012 school year, the contract will continue in effect until a successor agreement is reached.
- B. Article 8 will continue to be negotiated on a yearly basis.
- C. The parties recognize that the reauthorized Elementary Secondary Education Act (ESEA) and the No Child Left Behind Act (NCLBA) may require a revisiting of full articles or limited contract provisions that would not otherwise be the subject of re-openers. The parties agree that either party to this agreement, with thirty (30) days notice, may reopen bargaining to address new developments, new regulations, or solutions to problems that may be caused by implementation of the Acts. Within twenty (20) days of notice, the parties shall meet and define the issues related to the Acts.
- D. The parties look forward to the opportunity to work together in implementing education reforms that will stand the test of time and really make a difference; consequently, the parties agree that re-openers will include any and all provisions related to RTTT or TFTA issues, including evaluation prior to the 2011-2012 school year.

Appendix A

RHEA COUNTY PUBLIC SCHOOLS RHEA-DAYTON EDUCATION ASSOCIATION SICK LEAVE BANK

PURPOSE: The purpose of the Sick Leave Bank is to provide sick leave to contributors to the bank in the event of a disabling illness/injury, and provided their available sick leave days or other applicable paid leave has been exhausted.

SICK LEAVE BANK COMMITTEE OF TRUSTEES: The Sick Leave Bank shall be administered by a Committee of Trustees in accordance with the provisions and procedures outlined below. The Committee of Trustees will be composed of five (5) members--two (2) appointed by the School Board and two (2) appointed by the Rhea-Dayton Education Association--and the Director of Schools who will chair the Committee of Trustees. The Trustees shall be appointed in compliance with the Statute (2 for 2 years, 2 for 3 years).

PROVISIONS

1. Membership in the Sick Leave Bank is limited to those individuals who are certified employees.
2. Eligible employees may join the Sick Leave Bank by donating one (1) sick leave day. The Trustees may assess additional day(s) as they deem advisable.
3. Sick Leave Bank days may be granted only for instances of disabling illness or injury of the individual member.
4. A five (5) work day waiting period following the exhaustion of all available paid leave shall be satisfied before days from the Sick Leave Bank can be used.
5. Certified employees may enroll during August, September, and October of every year, and shall be enrolled without regard to preexisting conditions of health if they are on active duty (on the job) at the time of contribution. New employees may contribute within the first thirty (30) calendar days after their effective dates of employment or at the beginning of the new enrollment period.
6. All donations to the Bank are "final" and may not be returned to the donor unless the Bank is dissolved. Upon dissolution of the Bank, the return of any days shall be governed by the applicable statute, Tennessee Code Annotated Section 49-5-801-810.
7. Employees shall receive benefits from the Bank for their contracted period of employment. No benefits shall be paid for those days when an employee would not normally be in pay status.

8. The form and manner of application for use of leave from the Bank shall be prescribed by the Trustees. The Trustees shall act either affirmatively or negatively on all applications within ten (10) calendar days of the application. Leave grants from the Bank, approved by the Trustees, shall not be more than twenty (20) consecutive days for which the individual applicant would otherwise lose pay. Applicants may submit requests for extensions of such leave grants before or after 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 any one illness or accident is ninety (90). In the event the member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file the request. All records of the Sick Leave Bank shall be kept in or by the office of the school system which handles regular sick leave records. The Trustees shall inform this office of all applications they approve and the amount of additional leave granted the member. If the Trustees determine it necessary, they may 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. Sick leave granted a member from the Bank shall not be repaid by the individual except as all members are uniformly assessed.

PROCEDURES

1. Contributions to the Bank must be made on the form prescribed by the Trustees.
2. Each member must sign a two-part enrollment card stating that s/he is aware of the provisions of the Bank and relieving the Board of Education or the Rhea-Dayton Education Association from any liability as a result of action by the Trustees. One copy of the form will be forwarded to payroll as a permanent file copy, and one copy will be retained by the Trustees.
3. Any recommendation for approval to draw from the Bank must have the support of at least three (3) members of the Committee of Trustees. The decision of the Sick Leave Bank Committee of Trustees shall be final.
4. Any individual submitting a request to draw from the Bank must have made his/her proper contribution to the Bank prior to the disabling illness or injury upon which the request is made.
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. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated sick, personal, and annual leave, including all paid Board extensions. The Trustees may establish regulations restricting the number of days which may be withdrawn from the Bank by one (1) member on account of one (1) illness, particularly any known illness existing at the time the member elected to participate in the Bank. Grants of sick leave from the Bank shall not be made to any member on account of any elective surgery, or 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 teacher's retirement plan, or under the Workers' Compensation Law.

6. All requests to draw from the Bank must be made on the approved form and submitted to the Trustees within thirty (30) calendar days of the first date Bank usage is requested, or as soon thereafter as the employee is physically or mentally able to do so. The request may be made for the employee by his/her next of kin if the employee is unable to complete the form either physically or mentally. The Trustees will approve or deny the request within ten (10) work days after its receipt and notify the individual of either the approval or denial of the request. Notice will only be made to the payroll department of approved actions. Payroll will take no action in anticipation of the approval during the period for processing, and payments will be started on the next regularly scheduled payroll for the individual.
7. All requests to draw from the Bank must be accompanied by a physician's statement on the approved form confirming the cause of the illness or injury, signed by the physician.
8. An applicant may be required by the Trustees to undergo at his/her expense a medical review by a physician approved by the Trustees.
9. Application forms for the Bank may be obtained through the Board at each work location.
10. The Trustees shall maintain the records of all contributions, withdrawals, and the status of the Bank. Records of the Bank will be subject to audit by the school system. Monthly reports of the condition of the Bank must be submitted in an approved format to the Central Office of the Rhea County Public Schools.
11. If a member does not use all days advanced from the Bank, the unused days will be returned to the Bank.
12. All days collectively contributed to the Bank, and not used in any one fiscal year, shall be carried over to the next fiscal year.
13. The Trustees shall provide for rules and regulations not inconsistent with the provisions of the Statute. These rules and regulations shall be filed with the Office of the Commissioner of Education and the local school system within sixty (60) days of authorized establishment of the Bank pursuant to section 3 of the Statute and shall be available for public inspection during regular office hours.
14. The enrollment authorization shall remain in effect for the current and subsequent years unless canceled in writing. Cancellation shall be effective on the following June 30th.

THIS IS THE FULL CONTRACT IN ITS ENTIRETY.

Negotiations over the FULL CONTRACT for 2010-2012 are complete. Upon ratification by the Rhea-Dayton Education Association and the Rhea County Board of Education, the Contract will go into effect.

B. J. McCoy
Rhea County Board of Education Negotiator

Brandon Germany
Rhea-Dayton Education Association Negotiator

Date: 2/8/11

Upon ratification of both parties:

Dale Harris
Rhea County Board of Education
Chairman

Brandon Germany
Rhea-Dayton Education Association
President

Date: 2/8/11