

UCEA –
UCBOE
CONTRACT

July 1

2010

Contract between the Unicoi County
Education Association and the Unicoi
County Board of Education

July 1, 2010 –
June 30, 2013

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Article I Recognition

A. Education Professional Negotiations

The Unicoi County Board of Education recognizes the Unicoi County Education Association as the sole and exclusive bargaining representative for the purpose of collective negotiations and grievances pursuant to TCA 49-5-601 through 49-5-613 of all professional employees employed by the Board, but excluding those personnel designated by the Board, as “management personnel” under TCA 49-5-608.

The Unicoi County Education Association recognizes the Unicoi County Board of Education as the legal authority to manage and control the schools and school operations in Unicoi County. All legal duties and responsibilities of the Board of Education as defined in the United States Code, Tennessee Code Annotated, the Code of Federal Regulations, the Rules, Regulations and Minimum Standards of the State Board of Education, and the policy pronouncements of the State Board of Education are vested in and retained by the Board of Education. Association recognition and the negotiations process shall not operate to impair the Board of Education’s duties and responsibilities as defined in law.

The Board and the Association recognize each other’s right to appoint a negotiation team.

The Board has the statutory duty to establish policy for the Unicoi County school system and, by recognizing the Association, in no way relinquishes any part of this right.

Negotiation Ground Rules for this Contract are included in Appendix A. Negotiation Procedures for this Contract are included in Appendix B.

B. Definitions

1. Board

“Board” shall mean the Unicoi County Board of Education or its duly authorized representatives.

2. Association or UCEA

“Association” or “UCEA” shall mean the Unicoi County Education Association or its duly authorized representatives.

3. Professional employee, educator, employee

“Professional employee”, “educator” or “employee” shall mean any person employed by the Unicoi County Board of Education in a position that requires a license issued by the Department of Education for service in public elementary and secondary schools of Tennessee supported in sole or in part by local, state, or federal funds. (TCA 49-5-602, subsection 11).

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Article II Rights of the Board

The Unicoi County Education Association recognizes that the Unicoi County Board of Education has the responsibility and authority to manage and direct all of the operations and activities of the school district to the fullest extent authorized by federal and state laws, federal and state regulations, policies promulgated by the State Board of Education, the State Department of Education, and the policies adopted by the Board.

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Article III Association and Educator Rights

A. Educator Discipline

Rules, regulations, policies and directives applicable to educator conduct shall be clear and concise. Sanctions for violations of rules, regulations, policies and directives shall be uniformly enforced taking into consideration all circumstances surrounding the incident giving rise to the disciplinary sanction. All educators are expected to familiarize themselves with the rules, regulations, policies, and directives of the Board to avoid violations and the resulting sanctions.

B. Non-discrimination

The Board shall not discriminate against any educator on the basis of race, color, religion, national origin, marital status, age, gender, or religion.

C. Right of Representation

When an educator is required to appear before the Board or director of schools concerning any matter which could adversely affect the educator's employment, position, or salary, the educator shall be entitled to have a local Board employee representative of the Association present. In the event an adverse action is contemplated, the educator shall be given a written summary of the meeting. If an unavoidable emergency results in impossibility of attendance for either party, another meeting will be scheduled when both parties are able to attend.

D. Personnel Files

Each educator shall have the right, upon request, to review the contents of the school system personnel file of the educator and to receive copies of any documents contained therein. The educator shall be permitted to submit for inclusion in the personnel file a written reaction to the contents of the file. An educator shall be provided a copy of any negative or derogatory material before it is placed in the personnel file. The Board shall maintain a log indicating the persons who have requested and/or examined a personnel file setting forth the dates upon which such requests were made and the actual date of examination. The logs shall be available for examination by the educator and his or her Association representative upon request. In the event that the Board removes any material from an educator personnel file, a written, dated, notation stating the contents removed and the reason for such removal shall be placed in the personnel file.

Derogatory materials may be removed at the educator's request with the consent of the director of schools. Anonymously submitted materials will not be placed in personnel files.

E. Right of Organization

Educators shall have the right to organize, join, and assist the Association and to participate in professional discussions with the Board and advise the Board regarding matters relevant to the Association. The Board shall not discriminate against any educator for reasons of educator membership in the Association, or for the filing of any grievance or complaint consistent with the terms of this agreement.

F. Use of Facilities and Equipment

1. Facilities

The Association shall be permitted use of facilities as governed by TCA 49-5-609. Upon coordination with the building administration, the Association shall be permitted use of school buildings for meetings. Such meetings shall not conflict with gatherings contracted under building rental policies or other educational activities occurring at the school.

2. School Equipment

School equipment will be made available for checkout or use subject to the check out and use policies of the schools housing the equipment and the policy of the Unicoi County Board of Education. The expense for any supplies/consumable materials required in the use of any equipment shall be borne by the Association.

3. Communication

The Association shall have the right to use for communication to employees or Association members:

- i. Employee mailboxes
- ii. Interschool mail
- iii. Employee bulletin boards
- iv. Employee Electronic mail (E-mail) delivery system
- v. Automated voicemail
- vi. School system fax machine at Association expense

Article IV Statutory and Regulatory Rights

Whenever any rights or benefits accorded educators under state or federal laws or under other applicable regulations exceed the benefits accorded educators in this agreement, such rights and benefits shall be incorporated into and become a part of this agreement.

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Article V Payroll Deductions

A. Dues Deduction.

1. Upon appropriate written authorization signed by the employee, the Board shall deduct one-tenth (1/10th) of total UCEA dues from the regular salary check of the employee each month for ten (10) months beginning August 20th and ending May 20th of each school year.
2. Dues deduction shall remain in effect unless an employee provides signed authorization to stop dues deduction.
3. Authorization for new members' dues deductions shall be submitted by August 15th of each year, to provide adequate time for payroll deduction in the August 20th pay.
4. The Board of Education will submit payment to UCEA once a month and include a list of payees.

B. Section 125 Salary Reduction Agreement

The Board of Education agrees to extend to certificated employees the tax sheltering benefits of Section 125 of the Federal Tax Code. Participation in flexible spending is voluntary. Salary reduction restrictions of Section 125 apply. The plan's annual year runs from March 1 until February 28 of the following year.

C. Annuities and other Voluntary Supplemental Insurance Plans

The Board of Education shall allow payroll deductions for voluntary 403B plans under IRS rules and regulations and as stipulated in the BOE plan document. Vendors shall meet the Board of Education's requirements and be approved by the BOE. The employee may enter the Plan after meeting the Plan's eligibility requirements. The employee is responsible for contacting approved participating vendors and establishing entrance to the Plan.

D. Other Deductions

The Board may allow in accordance with its policies other payroll deductions and appropriate remittance of said deductions upon receipt of appropriate written authorization from the employee.

Article VI Professional Evaluation

Professional evaluation instruments and procedures shall be designed to assure meaningful evaluation of professional staff, assistance for professional staff development, growth, and performance in the profession. Evaluation shall be in accordance with provisions and requirements of the state as approved by the Tennessee State Board of Education.

The Board shall, within its jurisdiction and available resources, provide various courses/in-service and professional growth opportunities for professional staff to assist in meeting minimum requirements of the Tennessee State Board of Education.

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Article VII Leaves of Absence

A. Sick Leave

The educator shall accumulate sick leave at the rate of one (1) day for each month employed plus any personal leave transferred to sick leave. The Board shall grant the accumulation and transfer of sick leave as provided in TCA 49-5-710.

Sick leave shall mean leave of absence because of illness of an educator from natural causes or accident, quarantine, illness or death of a member of the immediate family of a professional employee, including the employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

Maternity leave shall be in accordance with TCA 49-5-710, subsection (a)(2) and the Family and Medical Leave Law.

A professional employee in need of sick leave shall be allowed to use unearned sick leave up to the amount the employee may accumulate during the remainder of the school year in which they are employed. Such advance use of sick leave shall be charged to sick leave accumulated in the same school year.

The Board recognizes the Association's right to implement a Sick Leave Bank in accordance with TCA 49-5-801 through TCA 49-5-810.

B. Bereavement Leave

Up to three (3) consecutive work days of leave shall be granted in the event of the death of an Educator's spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

C. Personal Leave

The Board shall provide one day of personal leave per year in addition to the two days of such leave provided by the State. If the educator has unused leave days at the end of the year, the first two days of unused personal leave will be converted to sick leave (TCA 49-5-711).

If the educator has three days of unused personal leave at the end of the year, the first two days will be converted to sick leave and the third day will be carried over to the next school

year. Each Educator shall be allowed to accumulate up to three days of locally provided personal leave days, for a maximum of six days available in any year.

If an educator begins a year with six days of personal leave and the six days are unused by the end of the year, the first two days will be converted to sick leave, three days will carry over and one day will be forfeited. Appendix C provides examples of how unused personal days are carried over.

A professional employee planning to use a personal leave day shall notify the immediate supervisor at least one (1) day in advance except in cases of emergency. These personal leave days shall be used for any purpose at the discretion of the professional employee, subject to the following conditions: (1) If more than 10% of the teachers in any given school request its use on the same day; (2) If requested during any prior established student examination period; (3) If requested on the day immediately preceding or following a holiday or vacation period (TCA 49-5-711).

D. Administrative Leave

Educators who, in the course of their assigned duties, must be absent from the classroom to supervise field trips, student conference or any other student activity outside the classroom shall not be required to use sick leave or personal leave. The cost of such professional assignment shall be borne by the Board and the Educator shall suffer no loss of pay. "Request for Professional Development Activity" form (Appendix D) will be used by the educator to request approval from the building level principal and Director of Schools for Administrative Leave.

E. Association Leave

In the event that the Association chooses to send representative to local, state, or national conferences, these representatives shall be excused without loss of pay providing the Association pays for all registration and travel expenses and reimburses the school system for the cost of substitute(s). Leave to attend such conferences shall be approved by the Association President, building level principal and the Director of Schools, utilizing the "Request for UCEA Leave" form (Appendix E).

F. Leave for Jury and Legal Obligations

Any educator called for jury duty during school hours, required to appear in any school related judicial or administrative proceeding, or who shall be asked to testify in any school related matters shall be provided such time with no loss in pay or benefits. Any fees or

compensation the educator receives during such leave shall be remitted to the Unicoi County School System. Prior to service, the educator shall submit copies of written court notification and documentation to the building principal and the school system payroll department.

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Article VIII Grievance Procedures

A. Definitions

1. Grievance

"Grievance" shall mean any claim by a professional employee that there has been a violation, misinterpretation, or misapplication of the terms of this agreement, Board policy, or Tennessee Code Annotated.

2. Grievant

"Grievant" shall mean a professional employee who files a grievance.

3. Time limits

All time limits consist of calendar days. The first day counted shall begin at 8:00 a.m. on the day on which the limits are based.

4. Immediate Principal

"Immediate principal" shall mean the professional employee's building principal.

B. Procedures

1. Informal Procedure

The parties hereto acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. If the employee feels that they have a grievance, they as the grievant will first discuss the matter with the immediately involved principal, in an effort to resolve the problem informally. If desired, the educator may be accompanied by a UCEA representative of their choice. If the informal process fails to satisfy the professional employee, a grievance may be processed as shown under formal procedures.

2. Formal Procedure

(1) Step 1

If the grievant is not satisfied with the outcome of the informal procedure, he/she may present the alleged grievance formally in writing to the immediate principal. The written grievance shall be presented within 5 calendar days of the

informal meeting and within 30 calendar days from the date of the reason giving rise to the grievance. A written grievance shall contain the following information:

- (a) Name and position of the grievant.
- (b) A statement of the grievance and the facts involved including relevant dates
- (c) A reference to the applicable provisions of the violated policy or provisions of the contract or law, if any.
- (d) The corrective actions requested.
- (e) The signature of the grievant.
- (f) The date of filing.

The immediate principal shall meet with the grievant within 5 calendar days following receipt of the grievance. The grievant may request the presence of a UCEA representative at the conference. Within 5 calendar days of the meeting, the grievant and the Association representative shall be provided with the immediate principal's written response including reasons for the decision.

(2) Step 2

If the grievance is not resolved at Step 1, the grievant may refer the grievance to the Director of Schools within 5 calendar days of the receipt of the Step 1 answer.

Within 10 days of the receipt of the appeal, the Director of Schools or their designee shall meet with the grievant and the Association representative for a meeting.

Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within 5 calendar days after the meeting, the grievant and the requested Association representatives shall be provided with a written response from the Director of Schools.

(3) Step 3

If the grievance is not resolved at Step 2, or if the time limits expire with the issuance of the written reply, the grievant, through the Association, may submit the grievance to advisory arbitration. An arbitrator will be selected by the Board and Association from a list provided by the American Arbitration Association. The Unicoi County Education Association will pay for the cost. The arbitrator and Director of Schools shall submit all related documents and recommendations to the Unicoi County Board of Education. The Unicoi County Board of Education will be the final arbiter in all matters.

C. No Reprisals

No reprisals shall be taken by either party because of the participation or resolution of a grievance.

D. Separate Grievance File

All materials dealing with the grievance shall not be included in the personnel file and shall not be communicated to any prospective employer of the grievant. This restriction does not apply to written records relating to disciplinary actions or other personnel actions, which might give rise to a grievance.

E. Miscellaneous

1. Processing grievances will be done at times that do not interfere with the assigned duties of the educator, unless mutually agreed otherwise by the educator and the supervisor and/or Director of Schools.
2. A grievance may be withdrawn at any level without establishing precedent.
3. Failure by the grievant to appeal a grievance to the next level within the specified time limit herein shall be deemed to be acceptance of the decision rendered at that level.
4. Nothing in this document shall be construed as denying an educator the right to consult with any supervisor or administrative officer in the school system.
5. By mutual agreement of both parties, a time line may be extended.

Article IX Working Conditions

A. School Calendar

The Board shall establish a school calendar, which does not exceed 200 days, including professional development, instructional days, and vacation days according to the requirements set forth in TCA 49-6-3004. Recommendations from the Association will be considered in development of the calendar.

B. Notification of Assignment

All educators shall be given written notice of any change in their assignment of the forth-coming school year by May 15. In the event changes in such assignments are made, the Educator affected shall be notified promptly.

C. Student Discipline Procedures

The Board is responsible for setting policies related to student discipline procedures. The Board recognizes its responsibility to give all reasonable support and assistance to the classroom Educator with respect to the maintenance of control and discipline in the classroom so that a proper educational atmosphere may be maintained. The Association recognizes the obligation of all Educators to use good judgment in carrying out the student discipline policies and in maintaining control and discipline in the classroom. Therefore, Board policies relating to student discipline will be printed in a student discipline handbook and shall be distributed to all classroom Educators at the beginning of each school year.

D. Vacancy Announcements

Vacancies will be posted in a timely manner within each school and the central office and by providing the president of the Association with a copy. All eligible applicants will be given impartial and objective consideration. Vacancies shall be filled on the basis of qualification, competence, and experience of the applicant and considerations that are in the best interest of the system as a whole. First consideration shall be given to qualified applicants from within the school system. All vacancies occurring during the year will be filled on a temporary basis until the end of the year at which time permanent positions will be posted to permit application to fill such positions.

E. Intra – School Transfers

Transfers made within the school building as a result of enrollment shifts shall be implemented in the following manner: The Principal shall first seek a volunteer. If no volunteer is available or if two or more Educators desire the position, consideration shall be given to the person with the proper certification with the most years in the building. The final decision shall be left to the discretion of the Director of Schools.

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Article X Educator Termination

A. Non-tenured/Probationary Educator

Termination of a non-tenured Educator shall be in accordance with Tennessee Code Annotated 49-2-301 and/or Board policy 5.201.

B. Tenured Educator

No tenured Educator shall be dismissed or suspended except as provided in the Tennessee Teacher Tenure Law, TCA 49-5-501.

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Article XI Salaries and Fringe Benefits

A. Placement on Salary Schedule

1. Credit for Experience

Each professional employee shall be awarded full credit for allowable teaching experience and academic training as established under the State Board of Education Rules, Regulations, and Minimum Standards 0520-01-02-.02.

2. Salary Schedule Step Increases

Each educator shall be placed in his/her proper step on the salary schedule as of July 1. Any educator who is employed for the number of days as established under the State Board of Education Rules, Regulations, and Minimum Standards 0520-01-02-.02 shall be given credit for one year service toward the next increment step for the following year.

B. Teacher Salary Schedule (2010-2011)

The teacher salary schedule shall be shown in Appendix F.

C. Career Ladder Supplements

As long as provided by the State of Tennessee, Career Ladder supplements earned by teachers for Career Level I, II, or III shall be paid in regular installments as part of their regular pay.

Teachers working a State Career Ladder extended contract shall be paid separately for extended contract services upon completion of the extra month(s) and receipt of the money from the state.

D. System Wide Supervisor Supplements

Exclusive of those designated management personnel (TCA 49-5-602-7), each system wide supervisor shall be placed on the Unicoi County salary schedule at the appropriate training and experience level. In addition each supervisor will receive a supplement of as listed. On a 240 day contract with a supplement of \$8960 shall be:

Special Education Supervisor
 Attendance/Transportation Supervisor
 Food Service Supervisor
 Federal Projects Supervisor
 Curriculum Supervisor
 Technology Supervisor

The Health Services Supervisor shall be on a 220 day contract with a supplement of \$7580.

E. Principal Supplements

1. Elementary School Principal

The elementary principal shall be placed on the Unicoi County salary schedule at the appropriate training and experience level. In addition each elementary principal will receive a 10 month supplement of \$10 per Educator under their supervision, up to a maximum of twenty educators (maximum of \$2000 per year). The elementary principal shall be on a 220 day contract and receive a supplement of \$4000 per year.

2. Intermediate School Principal

The intermediate school principal shall be placed on the Unicoi County salary schedule at the appropriate training and experience level. In addition the intermediate school principal will receive a 10 month supplement of \$10 per Educator under their supervision, up to a maximum of twenty educators (maximum of \$2000 per year). The intermediate school principal shall be on a 220 day contract and receive a supplement of \$4000 per year.

3. Middle School Principal

The middle school principal shall be placed on the Unicoi County salary schedule at the appropriate training and experience level. In addition the middle school principal will receive a 10 month supplement of \$10 per Educator under their supervision, up to a maximum of twenty educators (maximum of \$2000 per year). The middle school principal shall be on a 240 day contract and receive a supplement of \$4700 per year.

4. High School Principal

The high school principal shall be placed on the Unicoi County salary schedule at the appropriate training and experience level. In addition the high school principal will receive a 10 month supplement of \$10 per Educator under their supervision, up to a maximum of twenty educators (maximum of \$2000 per year). The high school principal shall be on a 240 day contract and receive a supplement of \$8900 per year.

5. Assistant Principal

The assistant principal shall be placed on the Unicoi County salary schedule at the appropriate training and experience level. The assistant principal shall be on a 220 day contract and receive a supplement of \$4200 per year.

6. Career and Technology Education (CTE) Director

The CTE director shall be placed on the Unicoi County salary schedule at the appropriate training and experience level. In addition, the CTE director shall be on a 240 day contract and receive a supplement of \$4200 per year plus \$320 state supplement.

F. Athletic Supplement Schedule

Athletic supplement schedule shall be found in Appendix G.

G. School Calendar

The school calendar is to consist of fringe considerations totaling ten (10) accumulated sick days and three (3) personal leave days, which are to be shown on the individual pay stub.

H. Payroll Installments

Each Educator shall be paid on the basis of twenty-four (24) payments. Educators who chose a twenty or twenty-two payment schedule prior to 2010 will be grandfathered in at their current pay schedule.

I. Payday

Paydays shall be on the 5th and 20th of each month with the exception of when the 5th or 20th falls on a non-workday. In that event the payday shall be on the last workday preceding the 5th or 20th. Deferred payroll will be paid by the end of the fiscal year, June 30th.

J. Supplemental Jobs

Supplemental pay shall be added to the Educator's salary and shall be paid in the paycheck each pay period.

K. Hospitalization

All Educators will have the option for the Board of Education to pay 100% of their individual health insurance premiums. An individual Educator may choose family coverage with the individual Educator paying the premium cost difference between the cost of the individual premium and the family premium with the Board of Education applying 45 percent sent by the state toward the family coverage premium.

L. Dental Insurance

The Board of Education shall place a cap on individual premium for dental insurance for each Educator in the amount of \$120 per year. Any qualified Educator retired from the Unicoi County School System may enroll in the dental plan at his/her own cost provided the insurance provider agrees.

M. Life Insurance

Each Educator shall be provided a \$25,000 Life Insurance Policy paid for by the Board of Education. The life insurance will be terminated upon the retirement, resignation, or termination of the Educator from the school system.

N. Retirement

Upon retirement, each Educator shall receive severance pay of \$1500. In addition, an Educator who has taught fifteen years in the Unicoi County School System will receive a

stipend of \$1200 each year for a period of ten (10) years to be applied toward his/her continued enrollment in the Board provided health insurance program or used at the Educator's discretion. This benefit is terminated upon the death of the Educator.

O. Technology

Technology training, as it relates to the Educator's job duties, shall be provided to all Educators within the system as funds and resources are available. The technology training shall be at no cost to the Educator.

P. 2010-2011 One Time Bonus

Recognizing that the Unicoi County Board of Education would like to offer the professional staff an increase in salary, and recognizing that our county has been in an economic down turn, a one-time bonus for professional employees will be tied to the revenue reported in the Unicoi County sales tax summary. The sales tax revenue for July – November 2009 showed a loss of \$71,962.45 in revenue for the school system. If the school system portion of sales tax revenue maintains a positive growth from July 2010 through November 2010 in the amount of \$35,981.22 to recover one-half of the loss that occurred during those 5 months of 2009, each professional employee shall receive a one-time bonus in the amount of \$400.00 in December 2010.

Q. Entrance to County Athletic Events

Each professional employee and their immediate family (identified as their spouse and their children under the age of 18) may attend all athletic events under Unicoi County jurisdiction free of charge. The professional employee must present their current school identification card at the gate. The professional employee must accompany any immediate family members at the time of entrance to the athletic event in order for the family members to receive free admission.

Article XII Effect of Agreement

A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties, provided that the terms and conditions of this agreement do not contradict existing policies, procedures, the Tennessee Code Annotated, legislative intent of any state or federal law, and are not contrary to the implied intent of related court decisions.

B. Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, sections, and clauses shall remain in full force and effect.

C. Length of Agreement

This Agreement shall be effective upon ratification and signature of both parties. The Agreement shall be for the period July 1, 2010 through June 30, 2013 with the exception of Article XI "Salaries and Fringe Benefits", which shall be negotiated annually.

APPENDIX A: Negotiation Ground Rules

The following negotiation ground rules will be in place for the 2010-2011 contract:

1. The Unicoi County Board of Education and the Unicoi County Education Association will begin negotiating on a full contract with meetings beginning on March 4, 2010 and meetings will continue until agreement has been reached by both parties.
2. The next meeting date and time will be set at the end of each negotiating meeting. At this time, the article topic(s) for the next agenda will also be agreed upon.
3. If either party cannot meet, notification will be made by 12:00 noon on the day of the meeting, unless an emergency prevents this.
4. At the beginning of each meeting, an agreed upon time will be set for the conclusion of the meeting. Every attempt will be made to keep the meetings to a 2-hour limit. Both sides shall agree to the extension of the 2 hour limit should more time be needed for that session.
5. The length of time for the caucus will be thirty (30) minutes. If more time is needed by either party, they will notify the other party.
6. Requests for information will be made through the chief negotiator.
7. Both the UCBOE and the UCEA have the option to use tape recorders.
8. The UCBOE will be responsible for the typing of each Article as agreement to wordage is reached. Articles tentatively agreed to shall be dated and initialed by each party and shall be set aside subject to ratification of the agreement.
9. UCEA will be responsible for any printing of the contract if additional copies are needed or desired for their members.

APPENDIX B: Negotiations Procedures

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations require a free and open exchange of views by both parties at the negotiating table. Therefore, both parties agree to meet at reasonable times and places to negotiate in good faith effort to reach agreement. During such negotiation the Board and the Association may present relevant data, exchange points of view, and make proposals, counter-proposals, or negotiate.

B. Meetings

1. No later than **March 1** of the calendar year in which the current agreement expires, UCEA shall submit to the Unicoi County School Board Chairperson written notice of its intent to negotiate a successor agreement stating specific articles to be renegotiated and any new subject area to be introduced for negotiation. UCBOE shall respond by letter within five (5) approved workdays of receipt of the letter of request. This letter must include articles that this party intends to renegotiate and any new specific subject areas to be introduced for negotiation.
2. Within five (5) days of the receipt of the request of UCBOE, the parties will establish a mutually convenient time and place for a meeting of the negotiating teams. The meeting will take place no later than twenty (20) calendar days following the date of request of UCBOE. Additional meetings as may be necessary to complete an agreement shall be scheduled in accordance with the established ground rules and as mutually agreed by both negotiating teams.

C. Negotiation Ground Rules

Negotiation ground rules shall be established prior to the beginning of the negotiation of each successor agreement.

D. Access to Information

The Board shall make available to the Association upon request information covered under the TCA Section 10-7-503 et seq or federal regulation pursuant to law.

E. Tentative Agreement

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

F. Ratification

When the agreement is reached by the representatives of the Board and the Association, they shall jointly prepare a memorandum of understanding and, within fourteen (14) calendar days, transmit it to their appropriate governing authorities. These governing authorities, as soon as practical, but not later than forty-five (45) calendar days after presentation, shall consider the memorandum and take appropriate

action. If either governing authority rejects or modifies any part of the proposed memorandum, the matter shall be returned to the parties for further negotiation. The Board and the Association may enter into such memorandum of agreement for a period not in excess of three (3) years. Any items negotiated by the Board and the Association which require funding shall not be binding until such time as the funds for the total proposed budget are appropriated by the body empowered to appropriate the funds. In the event the amount of funds appropriated is less than the amount negotiated, the Board or its representatives and the Association or its representatives shall renegotiate an agreement within the amount of funds appropriated. (TCA 49-5-612 Sub-section b).

DRAFT

APPENDIX C: Carry Over of Unused Personal Days

Number of unused personal days at end of year	Unused personal days that will convert to Sick Leave on June 30 (TCA 49-5-711).	Unused personal days that will carry forward as personal days into the next year	Unused personal days that will be forfeited on June 30
1	1	0	0
2	2	0	0
3	2	1	0
4	2	2	0
5	2	3	0
6	2	3	1

APPENDIX E: Request for UCEA Activity

Person requesting: _____ Today's Date: _____

Position: _____ Work Location: _____

Title of Activity: _____ Date of Activity: _____

Location of Activity: _____

Source of Funding: UCEA and/or TEA _____

Will this activity be used to replace professional development time? _____

If yes, how many hours of professional development will it replace? _____

Signature of person making request: _____

Principal or Supervisor Signature: _____

Approved: _____ Denied for the following reason(s): _____

*Forward to Director of Schools AFTER Approval of Supervisor or Principal

CENTRAL OFFICE USE

Request reviewed by: _____
Director of Schools Building Principal UCEA President

Approved: _____ Denied for the following reason(s): _____

APPENDIX F: 2010-2011 Teacher Salary Schedule

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	25	
DR																							
TIP	41,878	43,294	43,326	43,403	43,512	44,185	44,659	45,494	46,873	47,889	48,069	49,094	49,300	50,363	50,542	51,628	51,628	52,560	52,560	53,524	53,524	54,024	54,024
SW	42,865	44,282	44,316	44,393	44,837	45,231	45,731	46,580	47,987	49,008	49,218	50,088	50,481	51,577	51,751	52,870	52,870	53,823	53,823	54,812	54,812	55,062	55,312
EES																							
TIP	39,362	40,974	41,007	41,075	41,428	41,821	42,289	42,730	43,151	44,061	44,242	45,190	45,381	46,349	46,539	47,545	47,545	48,383	48,383	49,239	49,239	49,489	49,739
SW	40,875	42,308	42,237	42,835	42,817	43,237	43,736	44,208	44,688	45,823	45,814	46,791	46,992	47,987	48,198	49,223	49,223	50,099	50,099	50,990	50,990	51,240	51,565
MA +45																							
TIP	38,861	40,095	40,127	40,188	40,519	40,974	41,413	41,822	42,238	42,873	43,087	43,534	43,601	44,151	44,737	45,643	45,643	46,441	46,441	47,255	47,255	47,505	47,755
SW	39,942	41,397	41,430	41,522	41,874	42,360	42,823	43,270	43,731	44,202	44,612	45,089	45,168	46,117	46,339	47,379	47,379	48,110	48,110	48,956	48,956	49,206	49,495
MA +30																							
TIP	38,243	39,671	39,718	39,768	40,102	40,559	40,990	41,402	41,822	42,291	42,663	43,403	43,567	44,151	44,696	45,643	45,643	46,441	46,441	47,255	47,255	47,505	47,755
SW	39,523	40,975	40,899	41,102	41,467	41,944	42,401	42,850	43,315	43,820	44,190	44,888	45,134	46,117	46,297	47,286	47,286	48,110	48,110	48,956	48,956	49,206	49,456
MA +15																							
TIP	35,908	37,337	37,376	37,436	37,795	38,236	38,662	39,098	39,532	39,939	40,332	40,863	41,128	41,930	42,131	43,031	43,031	43,784	43,784	44,540	44,540	44,790	45,040
SW	37,175	38,656	38,675	38,750	39,140	39,611	40,068	40,535	41,025	41,465	41,847	42,424	42,679	43,526	43,722	44,669	44,669	45,438	45,438	46,206	46,206	46,400	46,730
MA																							
TIP	35,522	36,953	36,986	37,049	37,405	37,846	38,272	38,707	39,146	39,813	39,998	40,863	41,037	41,930	42,131	43,031	43,031	43,784	43,784	44,540	44,540	44,790	45,040
SW	36,790	38,251	38,283	38,362	38,749	39,220	39,678	40,145	40,639	41,336	41,511	42,424	42,598	43,526	43,722	44,669	44,669	45,438	45,438	46,206	46,206	46,400	46,730
BS +30																							
TIP	32,980	34,369	34,411	34,468	34,764	35,127	35,525	35,909	36,302	36,691	37,025	37,431	37,806	38,173	38,573	38,956	38,956	39,163	39,163	39,823	39,823	40,073	40,347
SW	34,258	35,678	35,719	35,792	36,119	36,503	36,943	37,249	37,785	38,181	38,549	38,986	39,371	39,770	40,154	40,593	40,593	40,826	40,826	41,511	41,511	41,761	42,011
BS +15																							
TIP	32,592	33,962	34,024	34,083	34,378	34,739	35,139	35,522	35,916	36,284	36,634	37,043	37,417	37,827	38,164	38,564	38,564	39,163	39,163	39,823	39,823	40,073	40,323
SW	33,870	35,290	34,854	35,407	35,733	36,115	36,563	36,964	37,399	37,793	38,159	38,597	38,983	39,424	39,767	40,202	40,202	40,826	40,826	41,511	41,511	41,761	42,011
BS																							
TIP	32,212	33,553	33,644	33,679	33,966	34,360	34,755	35,138	35,535	35,901	36,256	36,664	37,038	37,541	37,765	38,519	38,519	39,163	39,163	39,823	39,823	40,073	40,323
SW	33,900	34,623	34,914	34,964	35,311	35,695	36,130	36,538	36,975	37,366	37,736	38,174	38,558	39,091	39,340	40,109	40,109	40,778	40,778	41,463	41,463	41,713	42,004

APPENDIX G: 2010-2011 Athletic/Band Supplement Schedule

The maximum increment for years of service is \$1,000. When coaches reach maximum supplement, they go to a scale of \$50.00 per year for ten years up to \$500.00 per year. For the activities that have camp, the supplement is \$500 per year.

ATHLETIC/BAND DIRECTORS

Position	%	Max.
UCHS Band Director	14%	4,000
UCMS Asst. Band Director	7%	2,250
UCHS Athletic Director	14%	4,500
UCMS Athletic Director	10%	3,000

FOOTBALL:

Position	%	Max.
UCHS Head Coach	14%	4,000
UCHS Asst. Coach	7%	2,250
Freshman/JV Coach	6%	2,250
Freshman Asst. Coach	4%	2,250
UCMS 8th Head Coach	6%	2,000
UCMS 8th Asst Coach	4%	1,500
UCMS 7th Head Coach	6%	2,000
UCMS 7th Asst Coach	4%	1,500

BASKETBALL:

Name	%	Max.
UCHS Boys Head Coach	14%	4,000
UCHS Boys Asst. Coach	7%	2,250
UCHS Girls Head Coach	14%	4,000
UCHS Girls Asst. Coach	7%	2,250
8th Grade Boys Coach	6%	2,000
7th Grade Boys Coach	6%	2,000
8th Grade Girls Coach	6%	2,000
7th Grade Girls Coach	6%	2,000

SOFTBALL:

Position	%	Max.
UCHS Girls Head Coach	14%	4,000
UCHS Girls Asst. Coach	7%	2,250
UCHS JV Coach	6%	2,000
8th Grade Head Coach	6%	2,000
8th Grade Asst. Coach	4%	1,500
7th Grade Head Coach	6%	2,000
7th Grade Asst. Coach	4%	1,500

TRACK:

Position	%	Max.
UCHS Boys & Girls Coach	6%	2,000
UCHS Boys & Girls Asst.	4%	1,500
UCHS Boys & Girls C. Ctry	6%	2,000
UCMS Boys & Girls C. Ctry	6%	2,000
UCMS Boys Coach	6%	2,000
UCMS Girls Coach	6%	2,000

BASEBALL:

Pay Dist.	%	Max.
Varsity Head Coach	14%	4,000
Varsity Asst. Coach	7%	2,250
Junior Varsity Coach	6%	2,000
9th Grade Coach	6%	2,000
8th Grade Coach	6%	2,000
7th Grade Coach	6%	2,000
8th Grade Asst. Coach	4%	1,500
7th Grade Asst. Coach	4%	1,500

GOLF: (6% Boys and Girls Combined)

Position	%	Max.
Boys & Girls Coach	6%	2,500

CHEERLEADER SPONSOR:

Position	%	Max.
UCHS Sponsor	5%	2,000
UCHS Asst. Sponsor	4%	1,500
UCMS Sponsor	5%	2,000
UCMS Asst. Sponsor	4%	1,500

TENNIS: (6% Boys and Girls Combined)

Position	%	Max.
Boys Coach	6%	2,500

VOLLEYBALL:

Position	%	Max.
UCHS Head Coach	6%	2,000
UCHS Asst. Coach	4%	2,000
UCMS 8th Head Coach	6%	2,000
UCMS 7th Head Coach	6%	1,500

Signature Page

**Unicoi County Board of
Education
And
Unicoi County Education
Association**

2010-2013 Contract Agreement

Renea Rogers, Chairperson UCBOE

April 14, 2011

Denise H. Brown, Director of Schools

April 14, 2011

Cindy Peavyhouse, President UCEA

April 14, 2011

Sandy Shelton, UCEA Chief Negotiator

April 14, 2011