

DICKSON COUNTY
EDUCATION
ASSOCIATION
CONTRACT
2007 - 2010

Modified June 30, 2008

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DCEA 2007 - 2010 CONTRACT

ARTICLE I PREAMBLE

This Memorandum of Agreement is entered into on this first day of July, 2008, by and between the BOARD OF EDUCATION OF DICKSON COUNTY, hereinafter called the "Board", and the DICKSON COUNTY EDUCATION ASSOCIATION, hereinafter called the "Association." The "Board" and the "Association" hereinafter are jointly called the "Parties." This document hereinafter shall be called the "Agreement."

The parties are mutually committed to continuing their efforts to provide excellence in education for the children of Dickson County.

The parties recognize that the Board has been created and empowered by State Law with the authority for the operation of the Dickson County Schools and that the Board shall also have the obligation and authority pursuant to Tennessee Code Annotated 49-5-601 through 49-5-613 to negotiate in good faith with the Association.

ARTICLE II
RECOGNITION

While affirming its legally constituted authority to direct and manage the Dickson County public schools in Tennessee, subject to the Rules, Regulations, and Minimum Standards of the Tennessee State Department of Education and the laws of the State of Tennessee, the Board hereby recognizes the Dickson County Education Association as the exclusive representative for the purpose of collective negotiations of all professional employees employed by the Board, on full-time or part-time basis, under contract, including employees on Board approved leaves of absence, in positions which require a certificate issued by the Tennessee State Department of Education, but excluding the Director, the Board's designated management team as provided for in the Tennessee Code Annotated 40-5-608, substitute teachers, and all non-certified employees.

The Board further recognizes that the Dickson County Education Association is an affiliate of the Tennessee Education Association. This recognition of affiliation does not give any additional powers not provided elsewhere to the affiliates.

This Article shall not affect, add to, nor subtract from any rights granted by the law to either party as they relate specifically, but not exclusively, to the Grievance Procedure and the negotiations process.

ARTICLE III
NON-DISCRIMINATION

The parties agree that there will be no discrimination on any basis against any member of the bargaining unit in the application and administration of this agreement or as a result of membership or non-membership in the Association or an individual's participation or non-participation in Association activities and/or collective negotiations with the Board.

ARTICLE IV
MANAGEMENT RIGHTS

Section A. The Association agrees that the Board shall retain and reserve for itself all powers, rights, authority, duties and responsibilities, listed in the Tennessee Code Annotated and the Rules, Regulations and Minimum Standards of the Tennessee State Board of Education, and conferred upon and vested in it by the laws and Constitutions of the State of Tennessee and of the United States.

Section B. In accordance with Tennessee Code Annotated 49-2-203, the Board's powers shall include, but not be limited to, the right to manage and control all public schools under its jurisdiction; to formulate the duties, responsibilities, evaluation and assignment of employees; to manage operations, programs or facilities in whole or in part; to establish, change, modify and enforce school regulations and Board policies and procedures.

Section C. The Board's rights, powers and authority shall continue to be exercised by the Board provided such rights, powers and authority shall be exercised in conformity with the provisions of this Agreement.

ARTICLE V
ASSOCIATION RIGHTS

Section A. Use of Facilities

The Association shall have the right to use school buildings and facilities provided such use does not interfere with normal school operations and is approved by the principal of the school.

Section B. Use of Equipment

The Association shall have the right to use equipment, as designated by the principal in whose school such equipment is located, provided such use occurs after school hours when otherwise not in use and provided, further, that the Association provides all materials and supplies incidental to such use. The Association agrees to assume full responsibility for any equipment use and to reimburse the Board, at fair market value, for any loss or damage to such equipment, as a result of Association misuse.

Section C. Communications

The Association shall have the right to post signed and dated notices of activities and matters of Association concern on employee bulletin boards, one of which shall be provided in each system-operated building in areas designated for employee use, such as teachers' lounges and workrooms, but not in areas open to the public or students. The Association shall have the right to use employee mailboxes for communications to members of the bargaining unit. The Association agrees to exercise professional discretion and assume full responsibility for the content of any materials it distributes under this Section C and agrees to indemnify and hold harmless the Board against any and all liability which may arise from such content.

Section D. Access to Members

Duly authorized representatives of the Association (including representatives provided for in Article XVII, Grievance Procedure) shall be permitted to transact official Association business on system property provided that such visits shall not interfere with or interrupt normal school operations, and provided, further, that such representative notify the school principal or someone in his or her office prior to commencing such official business.

Section E. Board Agenda

The Association president shall be placed on the agenda of regular Board meetings upon request. The president will, whenever possible, notify the Director forty-eight (48) hours in advance, and state the topic to be discussed.

ARTICLE VI
ADVISORY COMMITTEE

Section A. An advisory committee, consisting of three (3) members appointed by the Director and three (3) members appointed by the president of the Association, shall be established to discuss items of concern not covered by this Agreement. To insure equality of representation, elementary, middle, and high school levels shall each have no fewer than two (2) members appointed to this committee. The Director and the president of the Association shall serve as ex officio members. When appropriate, this committee will report its concerns to the Board.

Section B. The advisory committee shall be advisory only, and no action, resolution, or vote of the committee shall be binding on the Board.

Section C. All meetings of the advisory committee shall be conducted outside of regular school hours and without additional compensation for any of the parties involved. Meetings may be called at the request of the Director, or his or her designee, or at the request of the president of the Association. Meetings may be canceled by mutual consent.

ARTICLE VII
PAYROLL DEDUCTIONS

Section A. Dues Deduction

1. Authorization

Upon receipt of the signed Association Dues Authorization form, the Board agrees to deduct from the salary of the signee the amount of dues that such authorization empowers the Board to deduct. All such authorization forms must be delivered to the Board by the Association no later than two (2) weeks after the employee begins work.

2. Regular Deductions

The Association shall certify to the Board on or before August 1 of each year a fixed monthly amount of dues deduction. The Association and the Board will collaborate to ensure the accuracy of the list of individuals authorizing payroll deduction. The Board shall deduct such dues from the regular salary check of the employee each month for the twelve (12) months, beginning in August.

3. Pro-Rated Deductions

Deductions for employees authorizing dues deductions after the date of the commencement of deductions as in item 2 of this Section A shall be pro-rated according to the appropriate dues schedule for the rest of the year.

4. Duration

Authorization for dues deduction by an employee shall continue in effect from year to year unless revoked in writing to the Dickson County Education Association and the Board at least thirty (30) days prior to the termination date specified in such notice.

5. Termination of Employment

If an employee shall leave the employ of the Board before completion of dues deductions, his obligation under this Article ends on the last day of the month his employment is terminated.

6. Transmission of Dues

With respect to all sums deducted by the Board for membership dues, the Board shall remit to the Association, within 15 calendar days, the total amount deducted. Such deductions shall be accompanied by a roster indicating the name and amount of dues deducted for each individual. The Association agrees to advise the Board from time to time of all members of the Association

in good standing and to furnish information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

7. Sufficiency of Pay

If an employee, after all other authorized or mandatory deductions or garnishments, shall not have sufficient funds due him to provide for the payment of said dues, no sum shall be deducted, and the Association shall assume the duty of direct collection from the employee. Any employee who executes a written assignment authorizing payroll deduction prior to any authorized non-paid leave, shall have the dues deduction resumed when the employee returns from leave.

Section B. Hold Harmless

The Association will indemnify and hold the Board harmless against any claims made or against any suits instituted against the Board on account of payroll deductions of Association dues. Upon presentation of proper evidence thereof, the Association agrees to refund to the Board or the employees, whichever is applicable, any amount paid to the Association in error because of the dues deduction provisions.

Section C. Other Deductions

Upon appropriate written authorization from the employee, the Board shall make deductions from the salary of any professional employee covered by this agreement and make proper remittance as soon as possible. These shall be made no later than November 1st of the current school year.

ARTICLE VIII
SCHOOL CALENDAR

By November 1 of each year, the Association may formulate and submit to the Director, in writing, its recommended school calendar for the following school year.

ARTICLE IX
SCHOOL DAY

Section A. Except for those employees who are specifically exempted by the Board to perform additionally compensated Board related duties, the regular teacher workday shall be seven hours and fifteen minutes unless the Board exercises an option under Tennessee Code 49-6-3004. This option (making up snow days and/or staff development opportunities) shall make the teacher workday no longer than 7½ hours a day or 37½ hours per week. Staff development and additional contracted service hours will be considered separate and apart.

An employee shall notify his/her immediate supervisor as soon as possible when unable to report for work at the assigned time. Specific time for notification shall be set by the immediate supervisor. Employees shall be required to perform duties outside the regular work day without additional compensation for the purpose of attending faculty meetings, other events related to the school program and to perform bus duty provided for in Section E. Teachers may voluntarily accept additional contracted instructional assignments beyond the seven and one-half hour work day.

Section B. The building principal shall, to the extent possible, provide fifty-five (55) minutes of continuous preparation time for employees who are assigned full-time teaching duties. The employee planning time shall be no less than two and one-half hours per week. This is to be accomplished through the scheduling of all professional and para-professional personnel. The scheduling plan must be submitted to the Director for approval within the first four weeks of the school year.

It is understood that the primary purpose of such preparation time is to provide opportunity for instructional planning. Brief, written, daily lesson plans shall be maintained by each teacher along with a substitute teacher packet, which shall be kept in a place designated by the principal. The substitute packet shall contain classroom schedules, and other necessary information needed by the substitute to conduct the class.

Section C. Employees covered under this agreement shall have a duty-free lunch period of not less than thirty (30) minutes each day.

Section D. After notifying the school office, professional employees may leave the building during their duty-free lunch period. If a professional employee desires to leave campus at any other time, he/she must have the departure approved by the building principal or his or her designees, or in the event of an emergency, reported to the office.

Section E. Each building principal shall devise a plan which utilizes educational assistants to the fullest extent, within legal limits, before requiring teachers to perform non-instructional duties. These non-instructional duties must be assigned to the teachers on a rotating, or equal basis.

Section F. A committee composed of the principal and four teachers chosen by the faculty shall devise a plan aimed at minimizing the requirement for teachers to perform the non-instructional bus duty. This plan should maximize the use of assistant principals (where available) and flexibility of scheduling to allow school personnel to include bus duty as part of the regular day. In the event that the principal with the committee cannot provide such a schedule, any use of teachers should be minimized and on a fair and equitable basis. This plan must be submitted by each principal to the Director for approval and shall be implemented within the first four weeks of the school year. The plan should detail those efforts made by the school to minimize the use of teachers for bus duty. If the committee determines that adjustments must be made, they shall revise the plan subject to the Director's approval.

ARTICLE X
EMPLOYEE ASSIGNMENT

Section A. An assignment is defined as the specific grade level(s) or subject(s) to be taught by a teacher or specific duties assigned to a supervisor, administrator or guidance counselor.

Section B. Each presently employed professional employee shall be given written notification of his or her teaching assignments for the coming year no later than one week before the end of the current school year. New teachers shall receive their written notification no later than two weeks before the first instructional day. However, it is recognized that events may necessitate changes in assignments. In this event, professional employees shall be notified of the change(s) as soon as administratively possible.

Section C. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall be assigned to teach in areas for which they meet state and federal mandates.

Section D. In order to provide for the best possible learning environment, teachers of multi-age classes shall be selected on a volunteer basis. If no volunteers are available, the multi-age assignment(s) shall be rotated yearly. Teachers who have not completed three (3) years of teaching experience shall be excluded from assignment to a multi-age class. To further insure a productive learning environment, students for multi-age classes shall be selected by the principal of the affected school, after consultation with and according to the recommendation of the affected teachers. Such recommendations shall deal with class composition rather than the naming of specific students.

Section E. The Board shall recognize the concept of voluntary job sharing between two people or voluntary part-time employment as a means of providing a flexible employment opportunity to help meet the varying needs of the school program and school employees. In any such job sharing assignment there shall be predetermined and agreed distribution of work between both job sharers in terms of the total number of hours of work and the work load. Work conditions for job sharing and part-time employment shall meet the following minimum conditions:

1. prorated application of the salary schedule with full recognition of years of experience
2. prorated share of all fringe benefits for which they are not ineligible.
3. the right to apply for full-time status in accordance with applicable provisions of this agreement
4. seniority accrued on a prorated basis

Section F.

1. The Board shall recognize the concept of voluntary additional contracted instructional assignments (VACIA) to meet the varying needs of the regular school program of studies

for credit and school employee. VACIA's are not to provide temporary or individual student assistant. In any such additional contracted instructional assignments there shall be a pre-determined need, a pre-determined extension of the work day, and a pre-determined duration of the contracted assignment. Each day, employees performing VACIA contracts will satisfy their regular work day requirements at their assigned school. Their extended day VACIA duties will be performed at the assigned instructional site each day unless an alternative plan is approved by the director or designee. This additional contracted instructional assignment will not result in any additional fringe benefits other than as outlined in Article XVI, Section A, 10. Compensation will be limited to monetary consideration. VACIA contract form: Appendix J.

2. The board shall recognize the concept of a voluntary extended non-instructional duty contract (VEND-C) to meet the varying needs of the school program and school employee. VEND-C duties are identified as those duties which will be performed during the instructional school day, as outlined in Article IX, Section A, during regularly scheduled planning time. In any such additional contracted non-instructional assignments there shall be a pre-determined need, a pre-determined extension of the work day, a pre-determined duration of the contracted assignments. Each day employees performing VEND-C contracts will satisfy their regular work day requirements. Their extended day VEND-C duties will be performed at the assigned instructional site each day unless an alternative plan is approved by the director or designee. Additional contracted non-instructional assignments will not result in any additional fringe benefits other than as outlined in Article XVI, Section A, 10. Compensation will be limited to monetary consideration as outlined in Appendix A, 3. VEND-C contract form: Appendix K.

ARTICLE XI
IN-SERVICE

Section A. An in-service committee shall be established consisting of the Association's Instructional and Professional Development Committee.

Section B. The in-service committee shall meet with the Board's appropriate program supervisors and shall make recommendations on in-service needs. The program which is developed shall conform to the directions and guidelines of the State Department of Education.

Section C. The Board shall provide the funds necessary to conduct the in-service program.

ARTICLE XII
EMPLOYEE EVALUATION

Section A. The evaluation instrument(s) and the evaluative procedure(s) are designed to evaluate and assist all employees in improving and maintaining their individual work skills and performance. The parties agree that definite positive assistance shall be provided employees experiencing job related difficulties in their individual assignments. Additional goals of the evaluative process are:

1. To realize that all can improve.
2. To encourage a desire to improve.
3. To stress performance rather than credentials.
4. To encourage diversity.
5. To have a good understanding of the instrument.
6. For evaluators to have a commitment to instructional improvement.

Section B. During the first month of each school year, employees covered by this agreement shall be informed of the evaluation procedure(s), criteria, and instrument(s) to be used during that school year and of the evaluator's (s') responsibility for the evaluation.

Section C. A written evaluation shall be conducted by the Director, or his/her designee, of the administrative staff, county-wide personnel and building principals. The building principal or his/her designee shall evaluate all other personnel assigned to school locations. Those employees assigned to more than one (1) location shall be evaluated by the principals at a minimum of two schools.

Section D. The state model(s) for local evaluation shall be the instrument used in the local evaluation of the following:

1. Non-tenured teachers are to be evaluated each year.
2. All tenured teachers not holding a professional license are to be evaluated each year.
3. Teachers with tenure status or retired teachers teaching part time who hold a valid Tennessee professional license are to be evaluated once every five years during the ten year life of the certificate/license.
4. Tenured teachers will also receive a performance walk-through assessment two times within a five year period.

ARTICLE XIII
PERSONNEL FILES

Section A. Definition and Contents

1. An employee's personnel files are defined as the employment record maintained in the school system's central office and the employee's performance record maintained in the office of each principal.
2. No anonymous material shall be maintained in an employee's personnel file(s).
3. The personnel files shall include, but are not limited to, the employee's initial employment records, placement and assignment records, state certification, professional growth records, transfer records, disciplinary records, letters of commendation and recommendations, and other employment data. Grievances, grievance answers, and materials directly associated with those grievances and highly qualified documentation shall not be included in the personnel files.

Section B. Access to Files

It is agreed that personnel files will be accessible to all employees as specified in paragraph 28 of TCA-49-224. Personnel files will be available for inspection during the regular Board of Education office hours. Personnel files at each school shall be available for inspection at any time on regular school days and at other times by appointment with the principal.

Section C. Maintenance

1. An employee shall be provided a copy of any negative or derogatory material and be given an opportunity to initial and date the original material before it is placed in his/her personnel file. The employee shall further be given an opportunity to prepare a written response to such material which shall be attached upon submission. Existing material shall also be subject to these guidelines.
2. The person or persons who draft and/or place material in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
3. The Board and each school shall keep a log indicating the persons 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 employee or his/her Association representative, if so authorized in writing by the employee.

4. In the event that the Board, or a principal, removes any material from an employee's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
5. Any final written comments about an employee shall be placed in the employee's personnel file. No adverse material shall be placed in the personnel file of an employee after severance, the effective date of a letter of resignation, or the date on which a letter of non-renewal has been written to the employee.

Section 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 files.

ARTICLE XIV
 VACANCIES, PROMOTIONAL POSITIONS, TRANSFER
 AND REASSIGNMENT, AND RESTRUCTURING

Section A Teaching Positions

1. The Board shall post in the central office and advertise in all local newspapers and other appropriate media a list of all officially known vacancies requiring a teaching license. Such notices shall be posted for a minimum of seven calendar days before such position is filled and shall contain the date of the posting, a description of the vacancy, name of the school, the requirements of the position, the process for submitting application, and a date after which the position is to be filled. Such postings shall not be required in any position affected by Article XIV section A(2).
2. Any such position created by a resignation, termination or a new position that is filled less than five working days prior to the first instructional day shall be filled temporarily and shall be declared open and advertised at the end of the school year. The person filling the position shall receive written notification from the Director that the position will be declared open at the end of the school year.
3. A tenured employee who desires a transfer should file a "Desire to Transfer" request form during the month of March. Blank "Desire to Transfer" forms will be available at the Central Office upon request. This "Desire to Transfer" request expires on the first instructional day of the upcoming school year at which time all requests will be destroyed. "Desire to Transfer" form: Appendix I
4. Tenured employees meeting the required state and federal mandates and making application for an advertised teaching position may only be selected for one advertised position for a given school year. However, if application for another vacancy is in the best interest of the school system, the waiver procedure in section A(8) may be used. When certified employees apply for another position, all applicants shall be assigned points as follows:

Seniority:	2 points per year
(as determined in Article XV, A)	
Level of Education:	4 points per level
(as classified on teaching license)	
Performance Evaluation:	5 points per satisfactory evaluation*
(two most recent as outlined in Article XII)	

* = As defined in the "State Model for Local Evaluation Guidelines"

In the event only one evaluation is available, that evaluation shall carry double value. The four applicants with the highest total points shall be interviewed by the principal in whose building the vacancy occurs. In this interview the principal shall consider accreditation

requirements, grade level and/or subject area experience, certification, and other relevant factors to assess the four applicants. The applicants shall be assigned additional points as follows:

- Applicant with highest interview assessment: 20 points
- Applicant with second highest interview assessment: 10 points
- Applicant with third highest interview assessment: 0 points
- Applicant with fourth highest interview assessment 0 points

The principal will select from the four applicants with the highest number of total points. In the event that the principal does not select the applicant with the highest number of points, he/she will provide a written rationale to the Director and the applicant (s) with higher point totals.

The applicant (s) with a higher point total not selected for the vacant position may request an appeal of the principal's recommendation with the appropriate supervisor within two(2) working days of notification. The supervisor will conduct a hearing between the principal and the employee within three(3) days of the written appeal. The supervisor will render a recommendation to the Director. The Director will not fill the position until the appeal process has been concluded.

5. Non-tenured employees holding a position for which they meet required state and federal mandates may not apply for a vacant teaching position unless they are currently occupying a temporary job assignment. However, if application for another vacancy is in the best interest of the school system, the waiver procedure in A(8) may be used. Points for non-tenured applicants would be assigned according to the procedure outlined in section A(4).
6. When vacancies occur within a building, the principal may make reassignments, before a notice of vacancy is posted. In no case shall an employee be reassigned for arbitrary or capricious reasons or without just cause.
7. In the event an advertised position is filled and vacated prior to the school year, the position may be filled from the original applicants without re-advertising.
8. The principal of a school with a posted vacancy may request a transfer waiver under the circumstances outlined in Article XIV A(4) or (5). That principal must complete the form in appendix H and have it approved by the Director.

Section B. VACIA/VEND-C Positions

The Director shall determine the need for additional contracted instructional and non-instructional assignments within each specific school and specific semester or other specified time period. Vacancies shall be posted or announced and assignments determined by building

seniority within certification areas and ability to meet additional VACIA/VEND-C time requirements. (See Article X, Section F)

Section C. Promotional Positions

1. A promotional position is an administrative/supervisory position and one paying a base salary above the teacher's salary scale.
2. A vacant or newly created promotional position shall be posted in the central office, each school building and advertised in a local newspaper and other appropriate media at least seven calendar days prior to the position being filled on a permanent basis. The content of such notice shall be in accordance with Section A(2) of this Article.
3. Employees who are qualified for the promotional vacancy and who desire to be considered for the position shall respond to the posting, in writing, within seven calendar days of the posting date. In filling such vacancies, first consideration shall be given to qualified employees already employed by the school system.

Section D. Supplemented Positions

1. Supplemented positions are those positions approved by the Board to receive additional compensations for additional work. These supplemented positions shall be those specified in Appendix D.
2. A vacancy in a supplemented position created by resignation, termination, or a new position shall be posted in the central office and in a designated area within each school for a minimum of seven calendar days before such position is filled.

Section E. Involuntary Transfer

When the Board determines that a transfer or reassignment is necessary, the following procedures will be followed.

1. Grades K-8
 - a. Volunteers (holding necessary certification) from among those affected will be given first priority.
 - b. If no volunteer is available, employees in grades K-5 shall be involuntarily transferred in reverse order of seniority building-wide.
 - c. Teachers with special certifications (such as art, music, PE, library, special education, guidance, Reading Recovery) and the least seniority shall be able to retain their jobs if staff members with more seniority do not hold these

certifications or hold these certifications and do not choose to transfer to these positions.

2. Grades 9-12

- a. Volunteers (holding necessary certification) from among those affected will be given first priority.
- b. Other teachers within the school who hold endorsements other than the one(s) of their current assignments will be given a chance to volunteer to change their assignments.
- c. If no volunteers are available, employees certified and with primary teaching responsibility in the subject areas of transfer shall be involuntarily transferred in reverse order of seniority system-wide.

3. Grades K - 12

- a. Should an involuntary transfer in a K - 12 school be necessary, representatives from both the Board and the Association will meet to determine whether the K - 8 or the 9 - 12 involuntary transfer process will be more appropriate.

Section F. Reinstated Positions

If a terminated position (resulting in involuntary transfer) is restored within a two year period, the transferred teacher shall be offered reinstatement to the original position before the position is declared open.

Section G. Re-structuring

The Board and DCEA mutually agree that in the event of a restructuring of Dickson County schools at any level(s) or the building of new schools within the county they will meet and devise a method to assure fair and equitable transfer of all personnel involved, working within the guidelines of our current agreement.

ARTICLE XV
SENIORITY, LAYOFF AND RECALL

Section A. Seniority

1. Seniority shall be defined as the length of an employee's total active service with the Dickson County School System as accrued from the original date of hire and as reflected in the official state records of teaching experience.
2. Employees with identical total active experience shall have their order of seniority determined by random selection made by two representatives, one from each party of this Agreement.
3. Seniority will not continue to accrue after resignation, non-reelection, retirement, failure to return to work at the expiration of a leave of absence or from layoff, or termination of employment for any other reason until the employee returns to work, if ever. However, temporary assignment teachers not reelected for the following year, shall maintain all rights and privileges of accumulated seniority and shall be given the same consideration for open positions as other reelected personnel.
4. A seniority list shall be prepared and provided to the Association and posted on bulletin boards in all school locations on or about the end of the first quarter of each year.
5. An itinerant teacher is one who has duties at more than one school. All teachers in itinerant positions shall be assigned building affiliation for the purpose of accumulating building seniority in the following order: (a) A teacher who spends more than 50 percent of his/her time at one building shall be assigned to that building. (b) A teacher who assumes an itinerant position after having been a part of a Dickson County school faculty shall continue to accumulate building seniority at that school. (c) A teacher in an itinerant position who has no previous building affiliation shall be assigned, by the Director, to a building for the purpose of accumulating building seniority. All itinerant positions with the building affiliation for each teacher shall become a part of the seniority list which is placed in each school.

Section B. Layoffs and Recall

1. The following procedure shall be used in the event that a reduction in force of professional employees is determined necessary by the Board.
 - a. Employees in grades K-8 shall be laid off in reverse order of seniority system-wide. Employees in grades 9-12 shall be laid off in reverse order of seniority system-wide in the over staffed subject area.

- b. An employee on leave of absence shall be eligible for layoff as though he/she were in active service.
 - c. Following the layoff of the least senior employee, the procedures outlined in Article XIV section E shall be followed for transfer of all personnel.
 - d. The administration shall provide written notice to each employee who is affected by layoff at least ten(10) work days before it is to be effected.
 - e. An employee laid off as provided herein shall have the option of continuing membership in any insurance program available to them as a result of their employment with the Board by paying the full premium cost to the Board each month while on layoff.
2. Employees who are laid off shall be placed on a recall list for up to thirty-six (36) months after which they shall be terminated unless they have been returned to duty. Recalls shall be accomplished in accordance with the following:
- a. Employees on the recall list will be re-employed in vacancies for which they are certified in the reverse order of their layoff date.
 - b. If an employee declines three offers of recall, either by action or inaction, within five (5) days of official notification, the employee's name shall be placed at the bottom of the recall list. No further recall obligation shall be required for that employee until all other qualified employees on layoff in the area of certification have been offered positions.
 - c. Employees affected by layoff as provided for in this section (b), on their request, shall be placed on a special list for temporary placements. Personnel on this list who are certified and willing to accept the placement shall be utilized in reverse order of layoff before individuals not on the list are utilized.

ARTICLE XVI
LEAVES OF ABSENCE

Section A. Use of Sick Leave and Sick Leave Days

1. Sick leave shall mean absence because of illness of an employee from natural causes, accident, quarantine, or illness or death of a member of the immediate family of an employee including the employee's spouse, parents, grandparents, children, grandchildren, brothers, sisters, and in-laws corresponding to the above; or the death of an aunt, uncle, niece or nephew or the funeral of a student presently enrolled in the teacher's classroom. A sick leave day shall mean a day of sick leave with pay as described in TCA 49-5-710.
2. An employee shall receive credit for one (1) sick leave day for each month employed. The number of sick leave days an employee may accumulate is unlimited. Employees shall have access to a written accounting of accumulated sick leave days not later than October 1 of each year. An employee who has unused accumulated sick leave days at the date of his or her retirement may receive retirement credit under the rules of the Tennessee Consolidated Retirement Service.
3. An employee in need of sick leave shall be allowed to use unearned sick leave up to the amount of days which the employee may accumulate during the remainder of the school year in which he or she is employed. If an employee leaves service before the sick leave days granted are earned, payment for those days used but not earned will be deducted from the final paycheck. If the final paycheck is not sufficient to meet this purpose, the employee will personally reimburse the Board.
4. Upon written request of the employee, accompanied by a statement from her physician verifying pregnancy, any teacher who goes on sick leave due to pregnancy shall be allowed to use all or a portion of her accumulated sick days during the period of her physical disability only, as determined by a physician. Upon verification by a written statement from an adoption agency or other entity handling an adoption, a teacher may also be allowed to use up to thirty (30) days of accumulated sick leave for adoption of a child. If both adoptive parents are teachers, only one (1) parent is entitled to sick leave days under this subsection. This request shall be submitted in writing to the office of the Director.
5. The Board shall grant to any employee upon his/her employment or re-employment the accumulated sick leave days earned from previous employment by an agency, department, institution, public school system, state college or university, or the State of Tennessee sick leave program. This grant of previous accumulated sick leave days shall be made only upon application of the teacher and only upon written verification notarized by the Director and chairman of the board of education of the system in which the accumulated sick leave days were held.

6. Employees utilizing leave for illness under this Section A, may be required by the Board to provide a written statement from a licensed medical physician.
7. All requests for leaves under this Section exceeding or expected to exceed thirty (30) days shall be in writing on forms provided by the Board.
8. Teachers performing VACIA shall earn pro-rated sick leave days in the same manner as regular sick leave at the rate of 1/20th (.05) of the total VACIA hours. These pro-rated days will only apply to the VACIA time-frame and will not accrue as regular sick leave days.

Section B. Sick Leave Bank

1. The purpose of the Sick Leave Bank is to provide sick leave to contributors who have suffered an unplanned personal illness, injury, disability or quarantine and whose personal sick leave is exhausted.
2. The Sick Leave Bank shall be administered by a Committee of Trustees. The Committee shall be composed of five (5) members: two (2) members appointed by the Board from its membership, two (2) members appointed by the Association from its membership and the Director, who shall chair the Committee.
3. The following rules shall govern the administration of the Sick Leave Bank:
 - a. Any certified professional employee shall be eligible to participate in the Sick Leave Bank; however, a minimum participation of twenty (20) employees shall be required to establish the Bank.
 - b. Any teacher who elects to participate in the Bank shall initially have one (1) day sick leave day deducted from his/her personal accumulation and deposited to the Sick Leave Bank. Teachers electing to participate shall do so during the months of August, September, or October of any year. Donations of sick leave days to the Bank are non-refundable and nontransferable.
 - c. If at any time the number of days in the Sick Leave Bank is less than twenty (20), or at any time deemed advisable, the Committee shall assess each member one (1) day of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned day shall be donated as it is accrued by the teacher.
 - d. By prior written notice to the Committee, a member may withdraw from Bank participation on any June 30. Membership withdrawal shall result in forfeiture of all days contributed.
 - e. Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave days only after having been a member of the Bank for thirty (30) days.

- f. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated sick leave and/or personal leave, including all paid Board extensions.
 - g. Sick Leave Day grants from the Bank, recommended by the Board of Trustees, shall be in units of no more than twenty (20) consecutive duty days for the individual applicant. Applicants may submit requests for extensions of such sick leave day grants before their prior grants expire. The maximum number of days any participant may receive as a result of any one or the same illness or accident is ninety (90) days.
 - h. In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family or agent may file the request.
 - i. If the Committee determines it necessary, the Committee may require a physician's certificate of condition from any member requesting additional sick leave days. Refusal to comply will result in denial of the pending request for use of sick leave days from the Bank.
 - j. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.
 - k. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, or illness of any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local retirement plan.
 - l. A member shall lose the right to obtain the benefits of the Sick Leave Bank by:
 - 1. Resignation or termination of employment.
 - 2. Cancellation of participation which is effective on June 30 exact.
 - 3. Refusal to honor such assessment as may be required by the Committee of Trustees.
 - 4. Being on approved leave of absence with the exception of personal illness or disability leave.
 - 5. Retirement.
4. Procedures for the administration of the Sick Leave Bank shall be as follows:
- a. Contributions to the Bank must be made on a Sick Leave Bank Donation Form.
 - b. All requests to draw upon the Bank must be made upon a Sick Leave Bank Request Form and submitted to the Committee of Trustees within thirty (30) calendar days of the first dates bank usage is requested. In extreme and unusual cases exceptions may be approved.

- c. The Committee shall act affirmatively or negatively on all applications within ten (10) calendar days of the application.
- d. All requests to draw upon the Bank must be accompanied by a physician's statement on the approved form confirming the cause of illness or injury and must be signed by the physician.
- e. An applicant may be required to undergo at his/her expense a medical review by a physician approved by the Committee.
- f. Any person submitting a request to draw on the Bank must have made his/her proper contribution for the fiscal year in which the request is made.
- g. All records of the Sick Leave Bank shall be kept in the central office of the school system which handles regular sick leave records. The Committee shall inform this office of all applications they approve and the amount of additional leave granted the member.

Section C. Personal and Professional Leave

- 1. Personal and professional leave shall be granted in accordance with laws of the state of Tennessee and rules and regulations of the State Board of Education.
- 2. Certified employees shall earn personal leave at the rate of one day for each one-half year employed for a total of two (2) days per year. Any personal leave remaining unused at the end of a year shall be credited to sick leave. Professional leave is granted on an as needed bases.
- 3. If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.
- 4. Subject to the following conditions, personal leave may be taken at the discretion of the employee:
 - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day:
 - b. If requested during any prior established student examination period:
 - c. If requested on the day immediately preceding or following a holiday or vacation period.

5. Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business for serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.
6. Professional leave request shall be submitted to the principal at least five (5) days prior to requested leave of absence.
7. In addition, certificated employees shall be granted leave to serve on any board or commission of the state when the appointment is made by the Governor or General Assembly. Such leave shall not be counted against any other accumulated leave credits. The employee shall notify the principal at least five (5) days prior to leave being taken.

Section D. Association Release Days

Association days are to be allocated by the DCEA Executive Board and are to be used for conducting association business and/or attending association workshops and seminars. No more than ten (10) of these days shall be provided to the Association as release days. The employee must complete an Association Release form to be signed by the association president, submitted to the immediate supervisor for his/her signature and filed in the Director's office. Except in an emergency, an employee shall give at least one (1) day's advance notice of intent to take association leave.

Section E. Jury and/or Legal Leave

1. Jury duty is not required of professional employees in the State of Tennessee in Accordance with TCA 22-103. In the event a judge will not excuse a professional employee, in accordance with TCA after appropriate requests have been made for excuse, absence for this purpose shall be considered court leave with pay. Court leave with pay shall also be granted to a professional employee who is required by subpoena to appear in court or in any job-related judicial proceeding for the length of time necessary to make appearances in court.
2. Any fees or remuneration the professional employee receives during such leave shall be turned over to the Dickson County School System.

Section F: Family and Medical Leave will be granted in accordance with Family Medical Leave Act. (Board Policy 5.3050)

1. An employee shall be entitled to use twelve (12) weeks of unpaid FMLA leave for the birth of a child and care of a newborn, or upon placement with the employee of an adopted or foster child; or for the care of a child, spouse or parent with a serious health condition; or because of the employee's own serious health condition. In accordance with the FMLA "child" includes an adopted or foster child, a stepchild, or a legal ward.

2. To qualify for FMLA leave the employee shall have been employed by the board at least 1250 hours during the previous twelve months. For purposes of complying with the FMLA, a leave year shall be defined as the period from July 1 through June 30. For the purposes of interpretation for this section the Board recognizes the standards set by section 7 of the Fair Labor Standards Act of 1938.
3. For foreseeable leave, the employee shall provide the Board with at least thirty (30) days written notice before the beginning of the anticipated leave.
4. The existence of the FMLA leave privilege in no way affects an employee's right to take accrued leave to which the employee is otherwise entitled. If an event occurs which entitles an employee to FMLA leave the employee may opt to take sick leave days, sick leave days bank or other accrued leave, to the extent of entitlement. However, FMLA leave privilege coverage is limited to twelve (12) weeks and any such sick or other accrued leave taken during the FMLA leave entitlement period shall be counted as part of the twelve (12) week period covered by the FMLA.
5. For FMLA leave purposes, existing health insurance benefits shall be maintained during the period of leave on the same basis as coverage would have been provided if the employee had been continuously employed during the leave. 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 coverage, depending upon the reason(s) for the failure to return to work.
6. The Board may require that a request for leave be supported by certification issued by a health care provider with the following information: (a.) the date on which the serious health condition commenced; (b.) the probable duration of the condition; (c.) the appropriate medical facts within the knowledge of the health care provider regarding the condition; (d.) if applicable, a statement that the eligible employee is needed to care for the child, spouse, or parent and an estimate of the amount of time that such employee is needed.
7. FMLA leave may be taken intermittently or on a reduced leave (part-time) basis if medically necessary. If such intermittent or reduced leave is foreseeable based on planned medical treatment and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, the Board may require the employee to elect either (a.) to take leaves for periods of a particular duration or (b.) to temporarily transfer to an available alternative position for which the employee is qualified, that has equivalent pay and benefits, and that better accommodates recurring absences.

Section G. Extended Leaves

1. The following leaves of absences may be granted by the Director of Schools. Employees shall have the opportunity to continue participation, at their own expense, in group insurance plans subject to the restrictions of the insuring carrier.
 - a. Military Service: Leave of absence without pay shall be granted for any period of active military service.
 - b. Recuperation of Health: Leave of absence without pay may be granted any employee covered by this agreement not to exceed one (1) year, provided application for such leave is accompanied by a statement from a licensed physician justifying the need for such leave. An employee granted health recuperation leave of absence may use accumulated sick leave days for days of physical disability as certified by a licensed medical physician.
 - c. Parental: A parental leave without pay may be granted upon certification by the employee that parental duties are temporarily of such a nature as to preclude the performance of assigned professional duties. Parental leave shall be granted in one year increments not to exceed two (2) years.
 - d. Association: Leave of absence without pay for up to four (4) years shall be granted to any employee for the purpose of serving as President of the Tennessee Education Association or the National Educational Association or as a member of the staff of such associations.
 - e. Political: Leave of absence without pay for up to four (4) years shall be granted to any employee for the purpose of campaigning and serving in an elective office.
 - f. Educational Improvement: Leave of absence may be granted for the purpose of engaging in study at an accredited college or university, provided such study is reasonably related to assigned professional responsibilities and provided further that a qualified replacement is available for the period of such leave. Such leave shall not exceed two (2) years.
 - g. Good cause: Extended leave of absence may be granted by the Director of Schools, if, in the opinion of the Director of Schools, such leave is justified.
2. Provisions Governing Extended Leaves of Absence
 - a. All leaves granted under this section G., except leaves for military service, shall be granted for a specified period of time from a date certain to a date certain. Extended leaves of absence except as otherwise stated in this section shall be granted for a period of up to twelve (12) months and may be extended for an additional twelve (12) months upon application and justification.

- b. Requests for extended leaves of absences must be made in writing to the Director at least thirty (30) days prior to the date of such leave, unless, in the opinion of the Director of Schools, circumstances makes a thirty (30) day notice impractical.
- c. An employee on extended leave of absence may return from leave status at a date earlier than specified subject to the approval of the Director of Schools.
- d. Positions vacated for less than twelve (12) months by employees on leave of absence shall be filled temporarily for such time as the employee is on leave. Upon return of the employee within the twelve (12) months, the temporary employee shall relinquish the position and the employee returned thereto. If leave exceeds twelve (12) months, the employee shall be placed in the same or a comparable position upon return from leave.
- e. An employee on extended leave of absence shall notify the Director in writing of his/her intent to return, his/her request for an extension, or his/her intent not to return. Failure to render such notice by the earlier of May 1 or thirty (30) days prior to the termination date of such leave shall be considered as a resignation.
- f. An employee shall not accumulate sick leave days when any unpaid absences occur.
- g. An employee shall earn or accrue experience for the time while on leave only in the following circumstances:
 - 1. on military leave only in cases in which state law awards credit toward state retirement,
 - 2. on leave to serve as a full-time employee, staff member, or officer of the Tennessee Education Association or the National Association,

Section H. A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or other violent criminal acts committed in the course of the teacher's employment activities shall receive on-the-job injury program or comparable benefits for up to one (1) year after the injury without loss of accumulated or granted sick, personal or professional leave. A signed statement listing the cause of the absence shall be provided by the employee on forms furnished by the Director and shall promptly be given to the immediate supervisor in support of all claims. A certificate from the physician on forms furnished by the Director may also be required to verify the extent of the injury. {TCA 49-5-7140 (a) TCA 49-5-710 (7)(8)}

Section I. Leaves under this article shall not be used for any purpose other than that stated on the application and for which leave was granted. An employee who has been granted leave shall be considered as having quit without notice and shall be terminated from employment by the Director of Schools if while on such leave he/she engages in other employment without the consent of the Director of Schools. Any falsification of leave applications shall subject the employee requesting the leave to disciplinary action, as may be determined by the Director of Schools.

ARTICLE XVII
GRIEVANCE PROCEDURE

Section A. Definitions

1. A "grievance" shall mean any claim by an employee that there has been an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement or of Board policy or of the law.
2. The term "grievant" is defined as any employee in the bargaining unit who files a grievance, including the Association president or his/her designated representative for organizational grievances.
3. A "working day" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first work day to be counted in processing grievances shall begin at 8:00 a.m. the working day following the day on which the time limits are based. After the last day of the normal school year, a "working day" shall be any day, Monday through Friday, on which the administrative offices of the Board are open for official business.
4. The Standardized Grievance Form (Appendix G) shall include the name of the grievant and the date of the alleged violation(s) and shall indicate the specific relief sought and the disposition of the grievance at each level.
5. For the purposes of this article, "immediate supervisor" is identified as the individual having direct supervision over a grievant, be it principal, Board administrator, or Director, provided that in the event the Director of Schools is identified as the immediate supervisor, he or she may designate a representative to handle grievances on his or her behalf.

Section B. General Provisions

1. A grievance shall be considered void if it is not presented within the time limits of the grievance procedure as provided for in Section C, if the grievance which is not advanced from one step to the next within the time limits provided for in that step, or if there is a failure to initiate any action in Step 3. The Board and Association agree that the parties share a mutual responsibility in creating conditions for the timely filing and response to grievances. Therefore, receipt of a grievance shall be acknowledged if delivered into the hands of the supervisor or his/her designee or board chairperson or his/her designee. The supervisor and/or board chairperson shall establish a delivery point and designee who shall be available during any "working day." Filing of a grievance by mail shall be done by registered letter in which case the postmark shall be acceptable proof that time limits have been met. In all cases it is the responsibility of the sender to assure the correct address on any mail or any other communication.

2. Failure of the appropriate supervisor at any step of the procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to proceed to the next step of the grievance procedure.
3. Time limits provided in this article may be extended by mutual agreement when signed by the parties involved.
4. Principals, Board administrators and the Association president on behalf of the Association shall file grievances at Step 2.
5. A grievant shall be accompanied at any formal step of the grievance procedures by a duly authorized representative of the Association and/or, beginning at Step 2, by an individual other than an Association representative, provided the identity of such person is made known by the Association to the appropriate supervisor prior to the grievance hearing. In this regard, the Association agrees to provide the Director of Schools a list of all Association representatives entitled to accompany grievants in processing grievances, their current positions within the Association, and their current assigned locations. The Director of Schools also agrees to provide the Association a list of all persons entitled to hear grievances at Steps 1, 2 and 3. It is expressly agreed that no grievant shall be accompanied by more than two (2) individuals at Steps 2 and 3; however, a grievant may only be represented by one (1) such individual.
6. Grievances, grievance responses, and all written data dealing with grievances shall be filed separately from the personnel files of a grievant and shall not be forwarded to any prospective employer of the grievant.
7. Any relief granted in any grievance response at the informal level of the grievance procedure shall not be deemed to establish any past practice, custom, precedent, or usage as to any other circumstances or occurrences.
8. Grievance hearings held under this Article shall be conducted at a time and place which will afford an opportunity for all persons entitled to be present to attend. Such hearings will be conducted during non-school hours unless there is mutual agreement for other arrangements, in which event there shall be no loss of pay or benefits because of the employee's absence from regular assignments.
9. A grievance may be withdrawn at any step of the Grievance procedure, without establishing a precedent, but the same grievance cannot be filed at a later date.

Section C. Procedure

1. Informal Action

In the event an employee covered by this Agreement has a grievance, that person shall verbally advise his/her supervisor of the specific nature of the alleged violation and the reasons he/she has

in support of his/her claim that a violation has occurred. Such employee may be accompanied by an Association representative of his/her choice. This informal action must occur not more than five (5) work days after the employee knew, or should have known, of the incident which is the basis of the grievance. The immediate supervisor shall respond verbally to the grievant within five (5) work days after the informal meeting.

2. Formal Action

Step 1

If the grievance is not resolved through informal action, the grievant shall have five (5) work days after the verbal response of the immediate supervisor to present the written grievance on the Standardized Grievance Form (Appendix F) to the immediately involved supervisor. This supervisor shall meet with the employee within five (5) work days after receipt of the written grievance. If a satisfactory resolution is not made at this meeting, the supervisor shall respond to the written grievance, in writing, to the employee, within five (5) work days after the meeting described in this section.

(TO TAKE FURTHER ACTION THE EMPLOYEE SHOULD PROCEED TO STEP 2)

Step 2

If the grievant is not satisfied at Step 1, or if the supervisor shall fail to issue a written response within the time allowed, the grievant shall request the Association Grievance Committee to refer the grievance to the Director or his/her designated representative within five (5) work days of the written response, or, if no written response, within five (5) work days of the due date of the written response. The Director or his/her designated representative shall meet with the grievant within five (5) work days after the receipt of the written grievance. If satisfactory resolution is not made at this meeting, the Director or his/her designated representative shall respond to the grievance, in writing, within five (5) work days after the date set for the meeting herein described.

(TO TAKE FURTHER ACTION PROCEED TO STEP 3)

Step 3

If a satisfactory settlement is not reached at Step 2, or if the Director does not respond in writing in the time permitted, the Association Grievance Committee may submit the grievance to the Board for a hearing. If this step is chosen, the president of the Association must request the hearing in writing to the chairman of the Board by registered mail, return receipt requested, by mailing the same within five (5) work days of either the receipt of the Step 2 ruling or the expiration of the Step 2 time limits. The chairman of the Board, upon receipt of such request, shall schedule a hearing within twenty (20) work days of the receipt of the request.

(TO TAKE FURTHER ACTION PROCEED TO STEP 4)

Step 4

If a satisfactory settlement is not reached at Step 3, the Association may submit the grievance to arbitration by presenting to the Board's designated representative a joint request form for a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service. The request form for a list of arbitrators must be presented within twenty (20) work days after the response at Step 3. Upon receipt of the joint request form from the Association, the Board's designated representative shall sign such form and forward it to the Federal Mediation and Conciliation Service within ten (10) work days. Within ten (10) work days of receipt of the list of arbitrators, the Association president shall meet with the Board's designated representative to select an arbitrator to hear the grievance. Selection from the list shall be made by each party alternately crossing out a name until only one (1) remains. Either party may elect to reject the first panel.

Section D. Arbitration Provisions

1. The arbitrator shall have no power to alter the terms of this Agreement.
2. This decision of the arbitrator shall be advisory only, but will be adopted unless specifically rejected by a majority of the total membership of the Board within two (2) regularly scheduled meetings, not to exceed forty-five (45) days following receipt of the decision.
3. The fees and expenses of the arbitrator shall be shared equally by the two parties subject to the following provisions:
 - a. The total number of arbitrations for which the Board shall assume any obligation shall not exceed five (5) in any school year.
 - b. All other expenses, including fees of any outside witnesses, shall be borne by the party incurring such expenses or calling such witnesses.
4. The arbitrator is empowered to award reinstatement, financial reimbursement and other remedies, but not punitive damages. If an arbitration award should include back pay, the award shall not extend to a date prior to the date of the first occurrence of the alleged violations.
5. Upon request by the Association, the Director of Schools will provide copies of public documents or correspondence related to a grievance arbitration if the documents are among those maintained by the school system.
6. During any grievance arbitration, the Association may, at its option, be represented by a representative of its own choosing, provided that if such representative is an attorney, the Board shall receive pre-notification.

ARTICLE XVIII STUDENT DISCIPLINE

Section A. The parties recognize that effective discipline is needed to create school and classroom environments favorable to the development of self-discipline and self-direction among children. Both parties further recognize that the maintenance of discipline is important for an effective education program. In educating the whole child both parties agree that the student must recognize that consequences exist for appropriate and inappropriate behavior. Students must also understand that they are accountable in either case.

Section B. The Association and the Board recognize the responsibility of the teacher and the principal to maintain discipline and a climate for good instruction in the classroom through effective teaching and leadership techniques and through application of appropriate classroom management procedures. Accordingly, each teacher shall be responsible for and have such authority as prescribed by Board disciplinary policies for the maintenance of good order within the classroom and for the promotion of a conducive learning environment. School administrators have the right to expect full cooperation of all teachers, and it is the duty of all teachers to assist in the discipline of the total school. The Board also recognizes its responsibility to give support and assistance to teachers with respect to proper maintenance of control and discipline in the classroom. Whenever it appears, in the opinion of the teacher and the principal, that, because of behavior, a student requires specialized attention, the Board will cause the administration to respond in accordance with procedures prescribed by applicable policies, rules, regulations and statutes. The Board and Association agree the off-campus alternative program for students whose behavior has not been remediated by school-based discipline measures or other options shall be employed under established guidelines.

Section C. Procedures for corporal punishment, suspension, expulsion, and other disciplinary procedures shall be in accordance with Board policy and applicable Tennessee law. A written statement by the Board covering these procedures shall be included in the Dickson County Student handbook and given to each teacher prior to the first day of each school year. It is further understood that the principal, as the chief administrative officer of a school, has the authority and responsibility to oversee the administration of discipline of the students of his/her school in accordance with administrative direction and board policy. The faculty of each school will review policies and administrative direction and suggest recommendations for modification or improvement as appropriate for the age/grade of that school.

The faculties and principals in each school shall have 2 meetings each year to specifically discuss the discipline policies of that school including a review of Board discipline policies. The first meeting shall be no later than the fourth week of school and shall review and discuss discipline procedures and policies for the current school year. The second meeting shall occur during the second semester and shall review, discuss and revise discipline procedures for the upcoming school year.

Section D. Each school's program of discipline may include but not be limited to suspension/detention options, in-school suspensions, quiet rooms, after school and/or Saturday

school, school based alternative programs and assignment to off-campus alternative programs. Recommendations may be made to the Board through the administration by faculty and principals for any improvement in procedures and policies.

The Association and the Board encourage thorough documentation throughout all disciplinary processes.

ARTICLE XIX
SAFETY PROVISIONS

Section A. The Board shall maintain in each school such special clothing, equipment and devices as are essential to conduct classes in a safe manner. A committee, consisting of the Association president, the principal of the school(s) and the Director or his/her designated representative shall make the determination on any questionable request. The final determination on any request will be made by the Board.

Section B. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Such conditions must be decided by mutual agreement of the Association's Executive Board and the School Board.

Section C. The Board will give full support to any employee who is assaulted while acting in the proper discharge of his/her duties. A teacher may use such force as is reasonable and necessary, under law, to protect himself or herself or a student from attack or injury. Any assault upon a teacher shall be reported to the principal as soon as possible. Each such incident shall be investigated, and the Board shall determine what additional support and/or action is appropriate.

Section D. Time lost as the result of an injury from an accident or from an assault on a teacher while in the performance of duty shall be subject to the provisions of the on-the-job injury program policy maintained by the Board for employees covered by this Agreement. In the event such accident or assault shall result in damages to the employee's personal property, the employee shall submit a claim, in writing, to the Board for the amount of loss incurred.

ARTICLE XX
EQUAL EDUCATIONAL OPPORTUNITIES

To the fullest extent possible, the Board shall provide equal educational opportunities for all students in Dickson County. The Board shall assess the educational needs of all students during each spring term and, based on that assessment, the Board will provide the necessary educational opportunities, basic equipment and material during the following year.

ARTICLE XXI
INSTRUCTIONAL MATERIALS AND SUPPLIES

Section A. The BEP allocation for materials and supplies shall be \$200 per teacher with \$100 going directly to the teacher and the balance to be pooled at the school for all of that school's teachers. The purpose of the pooled balance shall be determined by a representative committee of teachers to be elected by the teachers at each school. Eligible teachers shall include regular, vocational, special education, art, music and P.E. The \$100 individual allocation to teachers shall not be subject to a school's normal classroom supplies purchases. This individual allocation shall be left to the discretion of the teacher for purchase of appropriate classroom materials. The \$100 pooled amount shall not be used for basic school building needs such as HVAC, carpet, furniture, teacher lounge equipment, etc. In the event the BEP funds change, allocations will be adjusted accordingly.

Section B. Each teacher shall be provided space, materials and access to equipment to meet instructional needs. In addition, facilities provided for use by teachers as a workroom/lounge shall continue to be provided by the Board and teachers also shall have reasonable use of the school telephone.

Section C. The Board shall provide funds necessary to purchase training and operating supplies for the Teacher Center as needed.

ARTICLE XXII
SALARIES AND WAGES

Section A. Salary Schedule

1. The annual salaries of employees covered by the Agreement, effective for the 2008 - 2009 school year, are set forth in Appendices A, B and C, which are attached to and incorporated in this Agreement.
2. Employees involved in supplemented activities shall receive additional compensation for additional work in accordance with Appendix D, which is also attached to and incorporated into this Agreement, Article 14 Section D. At any time the additional work is removed the additional pay is terminated.
3. Job descriptions shall be provided for all employees receiving salaries as determined by Appendices B, C and/or D. A job description shall be required to explain the duties of each position for which an employee receives a supplement. It shall be the responsibility of the employee's immediate supervisor to furnish job descriptions. A copy of these job descriptions shall be furnished to the president of the Association.

Section B. Conditions

1. The criteria and method for calculating creditable prior service and training for teachers will be the same as that used by the State Department of Education, except as otherwise provided for in the terms of this Agreement.
2. The salary of each employee shall be paid in:
 - a. Twelve (12) equal installments paid by direct deposit on or by the twentieth (20th) of each month starting August. Employees who receive their annual salary on a twelve-installment basis shall receive all of the remainder of their contracted salary by June 30th. It is understood and agreed between the parties that if payment of salaries as provided for in this section is prohibited by unforeseen circumstances, the Board will get salary checks to employees as quickly as possible.
 - b. Ten (10) equal installments paid by direct deposit only to employees who are currently on a ten payment schedule. Payments will be made in a timely manner on or by the twentieth (20th) of the month starting in August.

Section C. Section 125 Cafeteria Plan

To the extent legal, the Board agrees to deduct employee paid premiums utilizing the premium conversion plan under which group benefit program deductions are deducted before federal income tax is determined. In no instance shall this provision result in any additional cost to the Board or the Association. Employees shall have the option of non-participation by written notification to the Board within five days of the opening of school.

Section D. Differentiated Pay Plan

Notwithstanding any other provision of this section to the contrary, the Board and the Association shall develop, adopt and implement a differentiated pay plan under guidelines established by the state board of education and in compliance with §49-5-611 to aid in staffing hard to staff subject areas and schools and in hiring and retaining highly qualified teachers. Such plan shall be reviewed and evaluated annually to consider any change in circumstances regarding the hiring and retention of highly qualified teachers in the LEA's schools and subjects taught or any necessary revision or restructuring of the plan. No plan or revised plan shall be implemented prior to approval of such plan by the department of education. As noted in Appendix F.

ARTICLE XXIII
INSURANCE AND FRINGE BENEFITS

Section A. Health Insurance

The Board shall provide insurance plan for all eligible employees covered by this Agreement and will meet all standards required by the State of Tennessee. The Board shall provide funding sufficient to cover the cost of an individual policy for the FY 2008-2009. If an employee elects family coverage the Board will apply the cost of the individual policy to that of the family policy. In the event that both husband and wife are employed by the Board and they elect family coverage, the Board will apply the cost of both employees individual policies toward the cost of a family policy.

Section B. Retiree's Health Insurance

The Board shall provide at least one-half (½) the local funding specified in Section A to retain the employee's individual insurance plan for all employees covered by this Agreement who retire and are eligible for retirement benefits under Tennessee Consolidated Retirement System and have served the Board at least 15 years immediately preceding retirement. During this fifteen year period Board approved leaves, as specified in Article XVI, shall not exclude an employee from this provision. Such coverage shall begin at date of retirement and continue until effective date of Medicare or at the end of three (3) years after retirement whichever occurs first.

Section C. Dental Insurance

The Board shall provide a dental insurance policy for all eligible employees covered by this Agreement. The Board shall provide funds sufficient to cover the cost of an individual policy. In the event that both husband and wife are employed by the Board, the Board will apply the costs of both employee's individual policies toward the costs of a family policy. The policy shall be mutually agreed upon by the Board and the Association.

Section D. Life Insurance

The Board shall provide term life insurance in the amount of ten thousand (\$10,000) dollars for all eligible employees covered by this Agreement. The Board shall provide funds to cover the cost of said policy.

Section E. In the event that local funds appropriated for insurance are released because of insurance funding provided by the State, the Board and the Association will meet immediately and must mutually agree on the allocation of such funds.

Section F. In the event the State funded teacher' insurance plan is discontinued, the Board shall continue to provide its current level of contribution toward a comparable plan for all employees covered by this Agreement.

Section G. Sick Leave Reimbursement: A certified employee of the Dickson County School System, who dies or retires from the Dickson County School System and begins drawing a retirement benefit from the TCRS (Tennessee Consolidated Retirement System) before the end of the next fiscal year will be eligible for reimbursement of unused sick leave earned in the Dickson County School System at the rate of twenty-five percent of their FAC (final average compensation) daily pay rate as determined by the TCRS under the following conditions:

1. The employee's last fifteen years of service must have been with the Dickson County School System.
2. Reimbursement will only be for that sick leave earned as an employee of the Dickson County School System.

Payment to the employee of the sick leave benefit will be made within 30 days of adoption of the next fiscal year's school budget following commencement of benefits from the TCRS under the rules established herein.

ARTICLE XXIV
SAVINGS

If any provision of this Agreement is found to be unlawful and unenforceable by the decision of any court of competent and final jurisdiction or unlawful due to legislative action, then the remainder of this agreement shall not be invalidated. The parties shall enter into negotiations for the purpose of agreeing on substitute language. The negotiations shall be limited to the specific provision which was held to be unlawful, or unenforceable, and shall be initiated on the request of either party. The parties further agree that nothing contained in this Agreement shall be construed to deny or restrict such rights as any employee may have under federal law or the laws of the State of Tennessee.

ARTICLE XXV
DURATION AND AMENDMENT

Section A. This Agreement shall be effective upon ratification by the Board and the membership of the Association and, except as otherwise provided within this Agreement, will continue and remain in full force and effect through June 30, 2009. Negotiations for a successor Agreement may be initiated by either party and shall begin no later than January 15, 2009.

Section B. Following ratification of this Agreement, the parties agree that the following articles shall be reopened for negotiations, which shall begin by March 1 of each year.

1. Salary and Wages
2. Insurance and Fringe Benefits
3. Two articles to be chosen by each party
4. Any article containing pilot programs or study committees

Section C. The parties acknowledge their obligation under Tennessee Code Annotated 49-5-612 and agree that, should further negotiations be necessary as provided for in that provision, negotiations will be reopened within ten (10) calendar days.

Section D. Both parties reaffirm here their intention to engage in the negotiations process until this Agreement has been ratified. Further, the Board and the Association agree that this Agreement constitutes all understandings and agreements between the parties. Any existing Board policy or practice will continue to remain in effect, unless specifically altered or deleted by the Board, or specifically altered by this Agreement. In addition, the parties agree that this Agreement shall not be altered, changed, added to, deleted from or modified in any way except as provided for within the confines of this Agreement.

Section E. Both parties agree that should legislation or litigation allow for this Agreement to extend beyond a three year period, then the parties will immediately meet to renegotiate the duration of this agreement.

APPENDIX A

1. For the 2008-2009 school year, teaching salaries shall be determined by the following salary schedule applicable to employees based on their acceptable training and allowable experience.

DICKSON COUNTY BOARD OF EDUCATION 2008/09 PAYROLL MATRIX FOR LICENSED PERSONNEL					
years	BS	MA	MA+	EDS	DR
0	\$32,796	\$35,605	\$37,855	\$38,673	\$41,744
1	\$34,117	\$37,001	\$39,325	\$40,154	\$43,039
2	\$34,382	\$37,311	\$39,701	\$40,561	\$43,503
3	\$34,668	\$37,642	\$40,098	\$40,994	\$44,000
4	\$35,182	\$38,265	\$40,755	\$41,709	\$44,821
5	\$35,757	\$38,959	\$41,530	\$42,461	\$45,610
6	\$36,369	\$39,641	\$42,285	\$43,273	\$46,485
7	\$36,969	\$40,329	\$43,024	\$44,075	\$47,317
8	\$37,570	\$41,023	\$43,762	\$44,858	\$48,270
9	\$38,153	\$41,685	\$44,515	\$45,648	\$49,282
10	\$38,722	\$42,335	\$45,254	\$46,396	\$49,819
11	\$39,344	\$43,011	\$46,025	\$47,158	\$50,651
12	\$39,928	\$43,640	\$46,704	\$47,929	\$51,487
13	\$40,513	\$44,345	\$47,479	\$48,702	\$52,337
14	\$41,107	\$45,022	\$48,191	\$49,472	\$53,124
15	\$41,719	\$45,699	\$48,940	\$50,255	\$53,973
16	\$41,985	\$46,009	\$49,315	\$50,661	\$54,436
17	\$42,271	\$46,349	\$49,723	\$51,105	\$54,938
18	\$42,536	\$46,660	\$50,099	\$51,512	\$55,403
19	\$42,823	\$46,990	\$50,507	\$51,955	\$55,905
20	\$43,088	\$47,299	\$50,883	\$52,362	\$56,369
21	\$43,088	\$47,299	\$50,883	\$52,362	\$56,369
22	\$43,088	\$47,299	\$50,883	\$52,362	\$56,369
23	\$43,088	\$47,299	\$50,883	\$52,362	\$56,369
24	\$43,088	\$47,299	\$50,883	\$52,362	\$56,369
25	\$43,353	\$47,608	\$51,259	\$52,773	\$56,833
26	\$43,353	\$47,608	\$51,259	\$52,773	\$56,833
27	\$43,353	\$47,608	\$51,259	\$52,773	\$56,833
28	\$43,353	\$47,608	\$51,259	\$52,773	\$56,833
29	\$43,353	\$47,608	\$51,259	\$52,773	\$56,833
30	\$43,618	\$47,919	\$51,634	\$53,179	\$57,297
31	\$43,618	\$47,919	\$51,634	\$53,179	\$57,297
32	\$43,618	\$47,919	\$51,634	\$53,179	\$57,297
33	\$43,618	\$47,919	\$51,634	\$53,179	\$57,297
34	\$43,618	\$47,919	\$51,634	\$53,179	\$57,297
35	\$43,618	\$47,919	\$51,634	\$53,179	\$57,297

2. **VACIA Salary Determination:**
 VACIA pay will be determined on an individual's hourly rate, for the seven (7) hour instructional day, based on total yearly salary less supplements. The VACIA salary shall be paid at the end of the VACIA assignment or twice annually and subject to all appropriate deductions.
3. **VEND-C Salary Determination:**
 VEND-C pay will be computed at the hourly rate of \$15.00 per hour. The VEND-C salary shall be paid at the end of the VEND-C assignment or twice annually and subject to all appropriate deductions.
4. **Supplement Schedule**
 For the 2008-2009 school year, the following schedule shall be used to determine supplements listed in appendices b, c, and d. This schedule will be adjusted annually to reflect the same percent increase as the state percent increase.

	Base	3.97%	6.61%	7.00%	7.93%	9.00%	10.00%	10.58%	13.00%	13.22%
0	\$25,212	\$1,001	\$1,667	\$1,765	\$1,999	\$2,269	\$2,521	\$2,668	\$3,278	\$3,333
1	\$26,267	\$1,043	\$1,736	\$1,839	\$2,083	\$2,364	\$2,627	\$2,779	\$3,415	\$3,473
2	\$26,267	\$1,043	\$1,736	\$1,839	\$2,083	\$2,364	\$2,627	\$2,779	\$3,415	\$3,473
3	\$26,267	\$1,043	\$1,736	\$1,839	\$2,083	\$2,364	\$2,627	\$2,779	\$3,415	\$3,473
4	\$26,499	\$1,052	\$1,752	\$1,855	\$2,101	\$2,385	\$2,650	\$2,804	\$3,445	\$3,503
5	\$26,791	\$1,064	\$1,771	\$1,875	\$2,125	\$2,411	\$2,679	\$2,835	\$3,483	\$3,542
6	\$27,111	\$1,076	\$1,792	\$1,898	\$2,150	\$2,440	\$2,711	\$2,868	\$3,524	\$3,584
7	\$27,421	\$1,089	\$1,813	\$1,919	\$2,174	\$2,468	\$2,742	\$2,901	\$3,565	\$3,625
8	\$27,723	\$1,101	\$1,833	\$1,941	\$2,198	\$2,495	\$2,772	\$2,933	\$3,604	\$3,665
9	\$28,082	\$1,112	\$1,852	\$1,962	\$2,222	\$2,522	\$2,802	\$2,965	\$3,643	\$3,704
10	\$28,325	\$1,125	\$1,872	\$1,983	\$2,246	\$2,549	\$2,833	\$2,997	\$3,682	\$3,745
11	\$28,656	\$1,138	\$1,894	\$2,006	\$2,272	\$2,579	\$2,866	\$3,032	\$3,725	\$3,788
12	\$28,977	\$1,150	\$1,915	\$2,028	\$2,298	\$2,608	\$2,898	\$3,066	\$3,767	\$3,831
13	\$29,275	\$1,162	\$1,935	\$2,049	\$2,322	\$2,635	\$2,927	\$3,097	\$3,806	\$3,870
14	\$29,599	\$1,175	\$1,957	\$2,072	\$2,347	\$2,664	\$2,960	\$3,132	\$3,848	\$3,913
15	\$29,920	\$1,188	\$1,978	\$2,094	\$2,373	\$2,693	\$2,992	\$3,166	\$3,890	\$3,955

	16.00%	20.00%	20.63%	21.00%	24.16%	26.00%	31.00%	35.00%	40.00%
0	\$4,034	\$5,043	\$5,201	\$5,295	\$6,091	\$6,555	\$7,816	\$8,824	\$10,085
1	\$4,203	\$5,253	\$5,419	\$5,516	\$6,346	\$6,829	\$8,143	\$9,194	\$10,507
2	\$4,203	\$5,253	\$5,419	\$5,516	\$6,346	\$6,829	\$8,143	\$9,194	\$10,507
3	\$4,203	\$5,253	\$5,419	\$5,516	\$6,346	\$6,829	\$8,143	\$9,194	\$10,507
4	\$4,240	\$5,300	\$5,467	\$5,565	\$6,402	\$6,890	\$8,215	\$9,275	\$10,600
5	\$4,287	\$5,358	\$5,527	\$5,626	\$6,473	\$6,966	\$8,305	\$9,377	\$10,717
6	\$4,338	\$5,422	\$5,593	\$5,693	\$6,550	\$7,049	\$8,404	\$9,489	\$10,844
7	\$4,387	\$5,484	\$5,657	\$5,758	\$6,625	\$7,129	\$8,500	\$9,597	\$10,968
8	\$4,436	\$5,545	\$5,719	\$5,822	\$6,698	\$7,208	\$8,594	\$9,703	\$11,089
9	\$4,483	\$5,604	\$5,781	\$5,885	\$6,770	\$7,286	\$8,687	\$9,808	\$11,209
10	\$4,532	\$5,665	\$5,844	\$5,948	\$6,843	\$7,365	\$8,781	\$9,914	\$11,330
11	\$4,585	\$5,731	\$5,912	\$6,018	\$6,923	\$7,451	\$8,883	\$10,030	\$11,462
12	\$4,636	\$5,795	\$5,978	\$6,085	\$7,001	\$7,534	\$8,983	\$10,142	\$11,591
13	\$4,684	\$5,855	\$6,039	\$6,148	\$7,073	\$7,611	\$9,075	\$10,246	\$11,710
14	\$4,736	\$5,920	\$6,106	\$6,216	\$7,151	\$7,696	\$9,176	\$10,360	\$11,840
15	\$4,787	\$5,984	\$6,172	\$6,283	\$7,229	\$7,779	\$9,275	\$10,472	\$11,968

APPENDIX B

SALARIES
PRINCIPALS AND ASSISTANT PRINCIPALS

For the 2008-2009 school year, current salaries for full-time principals and assistant principals shall be adjusted by the same amount as would be applicable to teachers with equal training and allowable experience. Principal and assistant principals will receive additional compensation in accordance with the schedule below:

PRINCIPALS

HIGH SCHOOL AND ALTERNATIVE SCHOOL

..... 35% + 3.00/ADA

MIDDLE SCHOOL

..... 26% + 2.50/ADA

ELEMENTARY

..... 21% + 2.00/ADA

ASSISTANT PRINCIPALS

HIGH SCHOOL

Assistant Principal 20%

Athletic Director 10%

Teaching Assistant Principal 10%

MIDDLE SCHOOL

Assistant Principal 16%

Teaching Assistant Principal 9%

ELEMENTARY

Assistant Principal 13%

Teaching Assistant Principal 7%

ALL SCHOOLS

Curriculum Specialist 17%

Each principal's supplement will be based on the schedule in Appendix A-4 according to his/her number of years of administrative experience and the percent listed for each level in this appendix listed above. Principals moving from one school level to another or to a supervisory position will be given full credit for administrative experience.

In compliance with state law, any principal currently employed receiving a supplement greater than the amount specified in this agreement will continue to receive his/her present supplement.

APPENDIX C
SALARIES
ADMINISTRATIVE STAFF

For the 2008-2009 school year, current salaries for administrative staff personnel shall be adjusted by the same amount as would be applicable to teachers with equal training and allowable experience. Administrative staff personnel will receive additional compensation in accordance with the schedule below

Supervisors, Directors/10 months	40%
Coordinators/10 months21%

All directors, coordinators' and supervisors' contracts in excess of ten months shall be paid at a rate equivalent to that work's percentage of the total ten month salary. The assistant Director of Schools will have an additional supplement of 24.16% added to his/her total contract.

Each director and supervisor's supplement will be based on the schedule in Appendix A-4 according to his/her number of years of administrative experience and the percent listed for each level in this appendix listed above. Directors, coordinators and supervisors who move to a principal's position will be given full credit for administrative experience.

APPENDIX D
SALARY SUPPLEMENTS

During the term of this Agreement of which this Appendix D is a part, personnel assigned to coaching, yearbook and newspaper advisors, and band, choir and dramatics directing in programs approved by the Board will receive additional compensation in accordance with the schedule below:

Each supplement will be based on the schedule in appendix A-4 according to the number of years of experience in that sport or activity, and the percent listed for each level in this appendix. Experience will be determined by the number of years an employee has filled a Board approved supplemented position.

In compliance with state law, any employee currently employed receiving a supplement greater than the amount specified in this agreement will continue to receive his/her present supplement.

LEVEL I 20.63%

Sr. Head Football
Sr. Head Basketball
Sr. Band Director

LEVEL II 13.22%

Sr. Asst. Football
Middle Head Football
Sr. Track (2 teams)

LEVEL III 10.58%

Sr. Asst. Basketball
Middle Head Basketball
Middle Asst. Football
Sr. Asst. Soccer (2 teams)

LEVEL IV 7.93%

Sr. Head Baseball
Sr. Head Softball
Sr. Wrestling
Sr. Choir
Sr. Dramatics
Sr. Forensics
Sr. Asst. Band
Sr. Cheerleader
Sr. Soccer (1 Team)
Sr. Cross Country (2Teams)
Sr. Golf (2 Teams)
Sr. Tennis (2 Teams)
Sr. Track (1 Team)
Sr. Volleyball (1 Team)

LEVEL V 6.61%

Sr. Cross Country (1 Team)
Sr. Tennis (1 Team)
Sr. Golf (1 Team)
Sr. Yearbook
Sr. Asst. Baseball
Sr. Asst. Softball
Sr. Newspaper
Middle Cheerleader
Middle Asst. Basketball

LEVEL VI 3.97%

Middle Soccer
Middle Wrestling
Middle Yearbook
Middle Tennis (2 Teams)
Middle Track
Middle Drama
Middle Newspaper
Middle Softball
Middle Baseball
Middle Volleyball
Middle Golf

APPENDIX E
ALTERNATIVE SCHOOL

Certified staff assigned to the New Directions Academy shall receive a supplement of \$3,000. Part time assignments shall receive a pro-rated supplement. These staff members will be exempted from Article IX section A of the contract, will be required to have an extended school day, attend additional in-services and additional parent teacher conferences.

APPENDIX F
DIFFERENTIATED PAY PLAN
2008 - 2009

Hard to staff subject areas are defined as:

- subject areas in which fully licensed/highly qualified teachers are unavailable
- multiple (2 or more) subject area waivers and/or permits were granted the previous year
- evidence suggests the trend will continue the upcoming school year.

Hard to staff subject areas will be identified with grade spans of K - 5, 6 - 8 and 9 - 12.

Retention Salary Stipend:

For the 2008 - 2009 school year all appropriately licensed/highly qualified personnel of hard to staff positions as defined above will receive a \$2,000.00 salary stipend at the end of the academic school year.

To be eligible for the salary stipend, a licensed/highly qualified teacher must meet the following teaching load criteria:

1. Teaching full-time in the hard to staff subject area.
2. Teaching half-time in the hard to staff subject area results in eligibility for one-half of the stated salary stipend.

APPENDIX G
DICKSON COUNTY EDUCATION ASSOCIATION
GRIEVANCE FORM

NAME _____ LOCATION _____

ASSIGNMENT _____

DATE OF VIOLATION _____ DATE GRIEVANCE FILED _____

NATURE OF GRIEVANCE _____

SPECIFIC PROVISION(S) VIOLATED _____

SPECIFIC RELIEF SOUGHT _____

Signature of Teacher

STEP 1

DISPOSITION BY IMMEDIATE SUPERVISOR

RECEIVED BY _____ DATE RECEIVED _____

DATE MEETING SET _____

RESPONSE _____

Signature Date
Copy to: Director or Designated Representative

Grievance resolved: Yes No Appealed to Step 2 Yes No

Signature of Teacher Date

Copy to: Association Grievance Committee (to be provided by Grievant)

STEP 3

DISPOSITION BY SCHOOL BOARD

THE BOARD SHALL SEND A WRITTEN ACCOUNT OF ITS DECISION TO THE
PRESIDENT OF DCEA WITHIN FIVE (5) WORKDAYS.

REQUEST FOR ARBITRATION DUE: _____
_____ (Date)

ARBITRATOR LIST RECEIVED: _____
_____ (Date)

REQUEST FOR ARBITRATION DUE: _____ SELECTION DUE: _____

REQUEST DUE TO F.M.C.S.: _____

SELECTION MADE: _____

APPENDIX I
DESIRE TO TRANSFER

DESIRE TO TRANSFER REQUEST	
Name:	Date:
Email Address:	Phone:
Current Position:	School:
Certification Area(s)	Tenured <input type="checkbox"/> Non-tenured <input type="checkbox"/>
Completion of this form places your name in consideration for positions which you list below.	
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
<p>This Desire To Transfer request expires the first instructional day of the upcoming school year. All requests will be destroyed at that time.</p>	

APPENDIX J
VOLUNTARY ADDITIONAL CONTRACTED INSTRUCTIONAL
ASSIGNMENT (VACIA) CONTRACT

DICKSON COUNTY SCHOOLS
VOLUNTARY ADDITIONAL CONTRACTED INSTRUCTIONAL
ASSIGNMENT (VACIA) CONTRACT

Information about the employee accepting the VACIA contract

Name:

Current school and teaching assignment:

Currently assigned workday hours: am Till pm *Note! This time must total to 7½ hours*

Information about the adjusted employee workday
with the VACIA contract added

Total Hours
Worked

Time(s) the employee will satisfy the workday hours:

Time(s) the employee will perform the VACIA contract

Total workday hours for the employee with the VACIA contract

Information about the VACIA contract

Date the contract will start:

Date the contract will end:

Number of classroom instructional days:

Amount of additional instructional time required daily for the VACIA contract:

Calculation of VACIA contract value

Employee's annual salary (excluding supplements):

Number of days in the employee's contract:

Hourly pay rate =

Multiplied by the daily VACIA hours =

Times the number of
VACIA days:

Total contract
value =

NOTE! EMPLOYEES PERFORMING VACIA CONTRACTS WILL SATISFY THEIR REGULAR WORK DAY REQUIREMENTS AT THEIR ASSIGNED SCHOOL AND THEIR EXTENDED DAY VACIA DUTIES AT THE ASSIGNED INSTRUCTIONAL SITE.

Teacher's signature

Date:

Director's signature

Date:

APPENDIX K

DICKSON COUNTY SCHOOLS VOLUNTARY ADDITIONAL CONTRACTED INSTRUCTIONAL ASSIGNMENT (VEND-C) CONTRACT			
Information about the <u>employee</u> accepting the VEND-C contract			
Name:			
Current school and teaching assignment:			
Currently assigned workday hours:		am Till pm	<i>Note! This time must total to 7½ hours</i>
Information about the adjusted employee workday with the VEND-C contract added			Total Hours Worked
Time(s) the employee will satisfy the workday hours:			
Time(s) the employee will perform the VEND-C contract			
Total workday hours for the employee with the VEND-C contract			
Information about the VEND-C contract			
Date the contract will start:			
Date the contract will end:			
Number of classroom instructional days:			
Amount of additional instructional time required daily for the VEND-C contract:			
Calculation of VEND-C contract value			
Employee's annual salary (excluding supplements):			
Number of days in the employee's contract:			
Hourly pay rate =		Multiplied by the daily VEND-C hours =	
Times the number of VEND-C days:		Total contract value =	
<i>NOTE !</i> EMPLOYEES PERFORMING VEND-C CONTRACTS WILL SATISFY THEIR REGULAR WORK DAY REQUIREMENTS AT THEIR ASSIGNED SCHOOL AND THEIR EXTENDED DAY VEND-C DUTIES AT THE ASSIGNED INSTRUCTIONAL SITE.			
Teacher's signature		Date:	
Director's signature		Date:	