

**OVERTON COUNTY EDUCATION ASSOCIATION
AND
OVERTON COUNTY BOARD OF EDUCATION
AGREEMENT**

PREAMBLE

This Agreement is made and entered into this 17th day of February 2009, by and between the Board of Education of Overton County, hereinafter called the "Board", and the Overton County Education Association, hereinafter called the "Association."

Witnesseth:

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

The members of the teaching profession are particularly qualified to assist in formulating policies and programs designated to improve educational standards, and the Board and the Association have the obligation to negotiate in good faith, and the parties have reached certain understandings, which they desire to confirm in the agreement.

It is hereby agreed as follows:

TOPIC: RECOGNITION

A. UNIT

The Board hereby recognizes the Overton County Education Association, an affiliate of the Tennessee Education Association and National Education Association, as an exclusive representative for the purpose of collective negotiations and grievance of all professional employees employed by the Board, whether or not under contract, or on leave of absence, or on a per diem or hourly basis but excluding those designated by the Board as "management personnel" pursuant to TCA 49-5505.

B. EXCLUSIVE RIGHTS

No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the employer or any of its agents or representatives, unless it has been made, ratified, and agreed to in writing by the employer and the Association.

C. DEFINITIONS

1. "Professional Employee" the phrase "professional employee" includes any personnel employed by the Board in a position which requires a certificate issued by the State Department of Education for service in public, elementary, and secondary schools of Tennessee supported, in whole or in part, by local, state and federal funds.
2. Or, "Professional Employee" the phrase "professional employee", includes any personnel employed by the Board and paid on the teacher or administrator salary schedule.
3. "Teacher" or "Employee" means any person included in the negotiation unit. Whenever the singular is used in the agreement it is to include the plural, and references to males will include females.
4. "Board" shall mean the Board of Education of the Overton County School System or its' duly authorized local representatives.
5. "Association" shall mean the Overton County Education Association or its' duly authorized local representatives.
6. Money issues as mentioned in the contract under DURATION shall be interpreted as meaning "direct compensation to professional employees in the form of salaries, supplements, and fringe benefits." NOTE: Fringe benefits shall mean anything provided to a professional employee that has a monetary value (such as insurance paid by an employer) and that the employee does not pay withholding taxes on.
7. The "DIRECTOR" of schools may be referred to as the "SUPERINTENDENT" as stated in TCA 49-2-301 (d).

8. "Day" shall mean any, Monday through Friday, on which schools are open during the normal school year. After the completion of the school year a "day" shall mean Monday through Friday, excluding holidays. In the event that a school day occurs on a Saturday, the definition of "day" shall mean any day, Monday through Saturday, on which schools are open during the normal school year.
9. An "Interim" position shall be defined as a vacant position that shall be filled for less than one school year.
10. A "Vacancy" occurs when a position that must be or should be held by a certified employee or a newly created position has no employee holding that position.
11. "Sick Leave" shall be defined as follows: Illness of a teacher caused by sickness due to natural causes or accident, leave because of quarantine, illness, or death of a member of the immediate family of the teacher including husband, wife, and/or significant other, parents, grand-parents, children, grandchildren, brother, sister, mother or father-in-law, son or daughter-in-law, uncles, and aunts.

SENIORITY

A. DEFINITION

1. Seniority shall be defined as the length of a teacher's continuous service in the negotiating unit from the most recent date of permanent employment.
2. Seniority shall accrue during authorized leaves of absence and periods of layoff.
3. Building level seniority shall be defined as the length of an employee's continuous service at a school site.
4. In the event that more than one (1) teacher has the same date of hire, seniority shall be determined by random selection, by the Association's president and the Director or his/her designee, if everything else is equal.

B. SENIORITY LIST

1. A seniority list shall be prepared and provided to the Association on or about March 1st of each school year.
2. Upon request, the principal of a school shall provide the Association President, on or about September 30 of each school year, the date each professional employee was assigned to the building.
3. Seniority is non-transferable from other systems.

NEGOTIATIONS PROCEDURE TCA 40-5501 THROUGH 5516

A. MUTUAL COMMITMENT

Good faith negotiations require a free and open exchange of views of both parties; therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement. During such negotiations the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

B. MEETINGS

No later than March of the calendar year in which this agreement is to expire, either party shall submit to the other written notices of its intent to negotiate a successor agreement.

Within 5 days of the date of the request the parties will establish a mutually convenient time and place for a meeting. The meeting shall take place no later than 10 days following the date of the request. Additional meetings as may be necessary to complete an agreement shall be agreed upon by the negotiating representatives. Both parties agree that the negotiations will not be held during regular school hours except in dire emergency which will be determined by both negotiating units.

C. NEGOTIATING TEAMS

Either party, may, if it so desires, utilize the services of outside consultants, and may call upon

professional and lay representatives to assist in negotiations. The parties mutually pledge that bargaining teams will be clothed with all the necessary power and authority to make proposals, counterproposals, and to reach tentative agreement on items being negotiated.

D. ACCESS TO INFORMATION

The Board shall authorize the Director of Schools to make available to the Association, upon request, all available public information (not to interfere with HIPPA law and privacy law) concerning the Overton County School system as long as it is at a convenient time and does not interfere with the jobs of the office personnel.

E. TENTATIVE AGREEMENT

Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement. Should the body empowered to appropriate funds fail to approve any appropriation necessary to the negotiated agreement, the entire agreement may be renegotiated.

F. MEDIATION

If reasonable efforts do not produce agreements, either party may request mediation through the Federal Mediation and Conciliation Service.

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

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

ASSOCIATION RIGHTS

A. USE OF FACILITIES

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment use, when such equipment is not otherwise in actual use. The Association agrees to schedule these meetings with the building principal.

B. COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each system operated building in areas designated for employee use, such as employee lounges and workrooms, but not in areas open to the public or students. The Association shall have the right to use the school system's regular interschool mail delivery system and employee mailboxes for communications to employees or members of the Association.

C. ACCESS TO MEMBERS

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on system property at all reasonable times, provided that this shall not interfere with or interrupt school operations.

D. BOARD AGENDA

The Association shall be placed on the Board's agenda for every board meeting to be recognized. If the Association has an item to be included on the Board's agenda, it must be submitted to the Board's secretary a minimum of ten (10) days prior to the board meeting.

E. EXCLUSIVE RIGHTS

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

TOPIC: GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Grievance" shall mean any claim by the grievant or

Association that there has been a violation of the terms of this agreement.

2. A "Grievant" shall mean a professional employee or the Association filing a grievance.
3. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.

B. CONTENTS OF GRIEVANCE

The grievance shall be dated and signed by the grievant and include the date of the alleged violation; the specific provisions of the agreement violated; a factual statement of the grievance and specific relief sought. (See Appendix IV.)

C. PROCEDURE

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When appropriate and requested by the employee, an Association representative may accompany the employee to assist the informal resolution of the grievance. If, however, the informal process fails to satisfy the grievant, a grievance may be filed as follows:

Any grievance must be filed within 30 days of the alleged infraction.

STEP 1: The grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after the receipt of the grievance. The Association's representative (if requested by the grievant), the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant shall be provided with the supervisor's written response, including the reasons for the decision.

STEP 2: If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Director of Schools or his/her designee within five (5) days after the Step 1 answer or within ten (10) days after the Step 1 meeting, whichever is later. The director or his/her designee shall arrange with the grievant for a meeting to take place within five (5) days of the director's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days after the meeting, the grievant shall be provided the director's written response including reasons for the decision.

STEP 3: If the grievance is not resolved at Step 2, or the time limits expire without the issuance of the director's written reply, the grievant and the Association (if requested by the grievant) may request a review by the Board of Education within five (5) days after the employee receives the written decision or within ten (10) days after the time limits for Step 2 have expired. The request shall be made in writing through the Director of Schools, who shall attach all related documents and forward the request to the Board of Education. The Board shall review the case; shall hold a hearing with the employee if requested by the employee or the Association (if requested by the grievant); and render a decision in writing within ten (10) days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the grievant, the Association, when representing the grievant, and to the Director of Schools.

STEP 4: If the grievant is not satisfied with the deposition of the grievance at Step 3 or the time limits expire without the issuance of the Board's written reply, the grievant may submit the grievance to advisory/fact finding arbitration under the VOLUNTARY LABOR ARBITRATION RULES of the American Arbitration Association, which shall act as the administrator of the proceedings. The steps/procedures are outlined in the document titled "ADVISORY ARBITRATION PROCEDURE". (See Appendix V.)

D. ADVANCED STEP FILING

1. If the grievant and the director agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

2. If the grievant, the director, and the Board of Education agree, Step 1 and Step 2 of the grievance procedure may be bypassed, and the grievance brought directly to Step 3.
3. If the grievant, the director, and the Board of Education agree, a grievance may be submitted directly to fact finding/advisory arbitration.
4. Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

E. REPRESENTATION

1. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, if requested by the grievant, and no employee shall be required to discuss any grievance if the Association's representative is not present.
2. When an employee is not represented by the Association in the processing of a grievance, if agreeable to the grievant, the Association shall at the time of submission of the grievance to the Step 1 supervisor, or any higher level, be notified that the grievance is in process. If approved by the grievant, the Association shall be notified in advance of any meeting or hearing and shall have the right to be present. If approved by the grievant, the Association may present its position concerning such grievance at all hearings/meeting sessions held and, if approved by the grievant, shall receive a copy of all decisions rendered. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.

F. FILING OF MATERIALS

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

G. NO REPRISALS

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

H. GENERAL

1. A grievance may be withdrawn at any level without establishing precedent.
2. The Board, the Administration, and the Association shall cooperate in the investigation of any grievance.
2. If the grievant fails to appeal a grievance decision at any level within the specified time limits, the grievance shall be deemed withdrawn.

COMMITTEE ON EDUCATIONAL CONCERNS

A. PURPOSES

In order to maintain a line of communication between the professional employees and management, a Joint Committee on Educational Concerns shall meet and confer informally on issues of concerns

B. MEMBERSHIP

The Association president will appoint a maximum of four (4) professional employees to represent members of the bargaining unit on the committee and the Director of Schools shall designate up to four (4) additional members that shall comprise the committee.

C. MODERATOR

The Director of Schools or president of OCEA will act as moderator, depending upon the source of the concern. A note taker may be selected by members of the committee at the first meeting of each school year.

D. PROCEDURE

The committee shall meet on mutually agreed upon dates and times. A meeting schedule will be decided by the Director of Schools and the Association president.

All meetings shall be conducted at times that will not interfere with committee members' obligations to the school system.

E. CONCERNS

The Association will be responsible for communicating to the Director of Schools in writing all concerns to be discussed at each meeting at least one week prior to that meeting. Individual school concerns will not be discussed unless the concern has been discussed previously with the school principal and his/her responses noted.

F. AFFIRMATIVE ACTION

If notes are taken, the note taker of the Committee will be responsible for providing a copy of the notes to the Director of Schools and the Association president.

G. NO REPRISALS

Since it is the intent of the Educational Concerns Committee to have free and open exchange of information, no reprisals shall be taken against any teacher or any staff member who brings a concern to the Committee.

IN-SERVICE EDUCATION

A. CALENDAR AND INSERVICE COMMITTEE

1. The board agrees that there shall be a committee formed to propose the school calendar and in-service activities. This committee shall be made up of three teachers, elected by the teachers in their respective schools in an open meeting and serving on a rotating basis, from each of the schools; a representative of the county principals; the Supervisor of Instruction; the OCEA Vice President/President; a representative from the State Area Vocational Technical School (who is a nonvoting member); and the Director of Schools. Each member shall have an equal vote and the teacher representatives on the committee shall be responsive to the wished, based upon documented polling, of the teachers in their school.

2. The calendar committee shall make a recommendation on use of accumulated snow days. The recommendations shall be submitted to the Board. The calendar committee shall propose a calendar for the coming school year.
3. If the calendar and in-service committee proposes that additional accumulated snow days be used for "Staff Development", Staff Development plans shall be submitted at that time and must follow guidelines as described by Tenn. State Board of Education Rules and Regulations 5.200. Staff Development plans must also be aligned with individual school TSIP's and the system's TCSP.
4. The recommendation shall be presented to the Board for their consideration.

SICK LEAVE BANK

The Board and the Association will maintain a sick leave bank according to the provisions of TCA 49-56-101 through 49-56-111.

WORKING CONDITIONS PUPIL-TEACHER RATIO

Because Pupil-Teacher ratio is an important aspect of an effective program, the board agrees that it will attempt to maintain pupil-teacher ratio within the state guidelines.

DUTY FREE LUNCH PERIOD

1. All professional employees have a duty-free lunch in accordance with Rules, Regulations, and Minimum Standards of Tennessee.
2. Professional employees may leave the building, provided they sign out or notify school office, without requesting permission during their scheduled duty-free lunch period.

PREPARATION TIME

The principal of each school shall, with assistance of a committee of classroom teachers, make every effort to schedule daily duty free preparation time for each

professional employee within the in school work day. The committee shall include no fewer than three classroom teachers elected in an open meeting by the faculty.

TEACHER ASSIGNMENT

A. TEACHING HOURS

Length of Day

The arrival and departure time for all professional employees shall be designated in an equitable schedule. However, the total in-school workday shall consist of not more than seven (7) hours and thirty (30) minutes, which shall include a duty free lunch as provided to employees under DUTY FREE LUNCH PERIOD (1) of this contract. The seven (7) hours and thirty (30) minutes is in compliance with the decision of the thirteen (13) stockpile days. However, if the stockpile days cease to exist, the total in-school workday shall consist of not more than seven (7) hours and zero (0) minutes, which shall include a duty free lunch.

B. MEETINGS

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings one (1) day each month, unless an unforeseen emergency arises. Such meetings shall begin no later than ten (10) minutes after the students' dismissal time and shall run for no later than thirty (30) minutes, unless an unforeseen emergency arises. Meetings shall not be called on Fridays or on any other day immediately preceding any holiday or other day upon which teacher attendance is not required at school, unless an unforeseen emergency arises.

2. Notice and Agenda

The notice and agenda for any meeting shall be given to the teachers involved at least two (2) days prior to meetings, except in an emergency.

Teachers shall have the opportunity to suggest items for the agenda.

EMPLOYEE EVALUATION

Evaluation of professional employees shall follow current state evaluation procedure. (See Handbook Appendix I.)

SALARY AND PAYMENTS

METHOD OF PAYMENT

(a.) Pay Periods.

Each employee shall be paid in twelve (12) equal installments on the fifteenth (15th) of each month. Employees shall receive their checks on their regular school days unless otherwise designated by the employees.

(b.) Final Pay.

Employees, may, at their option, elect to receive their remaining contracted salary on the last pay period of the in school year.

ROLL-BACK PAY OPTION

In the event that the school year begins before August 15th, new employees must have worked five (5) days prior to August 10th in order to qualify for the "Roll-Back Pay Option". New teachers would have to sign up for it (\$50.00 out of each paycheck = \$600.00 less benefits).

INSURANCE

- A. The Board will increase the local supplement to fund 100% of a single policy. The same amount will be applied to those professional employees with family. The family plan supplements will correspond to the single plan supplements. For example, if the employee has a POS Family Plan, the amount added to the POS Single Plan will be applied to the POS Family Plan.

- B. Those employees who do not carry insurance through the board will receive a supplement of \$2,400 at the end of the school year.
- C. Retirees who meet requirements to receive supplemental insurance payments will receive \$2,400 per year until they reach Medicare age. The Board will pay the local share of medical insurance premiums for teachers who retire with a minimum of 30 years experience in the TCRS (Tenn. Consolidated Retirement System) or who reach the age of 55. To be eligible for these insurance benefits, the teacher shall have been employed by the Overton County School System for a minimum of 15 years. The last five (5) years of service must have been in continuous service to the Overton County School System and the teacher must have been covered by the board's group health insurance for the last five (5) years of continuous service. This payment shall continue until the retiree becomes eligible for Medicare coverage.
- D. Life insurance in the amount of \$10,000.00 will be provided for each teacher. Premium cost will be paid by the Board.

DIFFERENTIAL PAY PROPOSAL

NATIONAL BOARD CERTIFICATION SUPPLEMENT

1. The Board agrees to reimburse professional employees for successful completion of the "National Board Certification Process".
2. The successful candidate will receive a stipend of \$2,500 per year in two installments (\$1,250 in November and \$1,250 in April).

SUPPLY MONEY

The Overton County School System will provide \$9000 designated for supply money for teachers to be distributed according to Average Daily membership.

ADMINISTRATIVE/WORK DAYS

Three of the five administrative and/or work days are to be used at the discretion of the principals and teachers. The two remaining days are to be included in the school calendar as work days in individual schools.

PAYROLL DEDUCTIONS

A. AUTHORIZATION

Upon receipt of the properly signed membership enrollment and authorization forms, the Board shall make deductions for the purposes indicated on the forms.

B. REGULAR DEDUCTION

Pursuant to the deduction authorization, the Board shall deduct one-eighth (1/8) of the total professional dues from the regular salary of the employee each month for eight (8) months beginning in October and ending in May of each school year.

C. TERMINATION OF TEACHER

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

D. TRANSMISSION OF DUES

With the respect to all sums deducted by the Board, whether for membership or fair share fee, the Board shall remit to the Association within ten (10) calendar days, the total amount deducted, accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating at least monthly any change in personnel from the list previously furnished. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish information needed by the Board to fulfill the provisions of this Article, and otherwise available to the Board.

E. CONTRIBUTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any professional employee and make appropriate

remittance to the specified organization of additional contributions and/or donations, provided the Association has agreed in advance of such deductions to inclusion of a specified organization or organizations for payroll deductions.

TRAVELING EMPLOYEES

Schedules of employees who are assigned to more than one school and/or building shall be arranged so that no such employee shall be required to engage in unreasonable amount of interschool travel. The Board may adopt mileage assistance programs for teachers in isolated schools.

The traveling employee shall be reimbursed at a rate equal to state reimbursement rates.

ACADEMIC FREEDOM

A. CITIZENSHIP

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

B. ACADEMIC

The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Overton County School System, and they acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions. Accordingly, they agree as follows:

1. CONTROVERSIAL MATERIAL

Employees shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously, or otherwise controversial material, provided only that said material is relevant to the course content.

2. PERSONAL OPINION

In performing their functions, employees shall be

guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so they make an effort to indicate that they are speaking personally and do not speak on behalf of the school, its administration, or the Board. The teacher shall never, in any case, attempt to impose his/her personal opinions on any student.

3. CENSORSHIP

Employees shall not be censored or restrained in the performance of their teaching duties on the ground that the material discussed and/or opinions expressed are distasteful.

FAIR TREATMENT

A. NOTIFICATION OF DEFICIENCIES

1. The Board, in recognition of the concept of progressive improvement, shall require notification to an employee in writing of any alleged deficiencies, shall indicate expected correction, shall indicate expected correction, and shall indicate a reasonable period of correction.
2. In the event that a deficiency may result in possible termination of employment, copies of any notice of possible termination shall be promptly forwarded to the Association by the Board.

B. RIGHT TO REPRESENTATION

An employee shall at all times be entitled to have present Association representation when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance.

When an employee requests representation, no action shall be taken with respect to the employee until such representative of the Association is present.

C. DUE PROCESS

1. No tenured employee shall be discharged, non-renewed,

suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation or deprived of any professional advantage except as provided by law.

2. An employee shall at times be entitled to have present Association representation when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When an employee requests representation, no action shall be taken with respect to the employee until such representative of the Association is present.
3. All information forming the basis for the disciplinary action will be made available to the employee and the Association.

NON-DISCRIMINATION

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

COMPLAINT PROCEDURE

A. PROCEDURAL REQUIREMENTS

Any serious complaint regarding a professional employee teacher made to any member of the administration by any parent, student, or other person, shall be processed according to the procedures in this article. No complaint regarding a professional employee will be considered by the Board unless the procedures in this article have been exhausted.

B. MEETING WITH PRINCIPAL OR DIRECTOR

The principal or Director of Schools shall meet with the employee to apprise the employee of the full nature of the complaint. An attempt will be made to resolve the matter informally.

C. RIGHT TO REPRESENTATION

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. PROCEDURES

Step 1

In the event a complaint remains unresolved to the satisfaction of all parties, the employee may request a conference with the complaint to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference, the complaint shall move to Step 2. If the complainant refuses to participate in this procedure, any and all references to the complaint shall be removed from the employee's record, if any are kept, regardless of location.

Step 2

The principal or Director shall, at the request of the employee or the complainant review any complaint unresolved at Step 1, in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3

Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the employee to the principal who shall forthwith forward a copy to the Director and the other party.

Step 4

Upon receipt of the written complaint, the Director shall confer with all parties. The employee shall have the right to be present at all meetings of the Director and the complainant.

Step 5

If the Director is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the employee, the Director shall forward the results of the

investigation along with the Director's recommendations, in writing, to the Board and a copy to all parties concerned.

Step 6

After the receipt of the findings and recommendations of the Director, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Director or his designee should not be followed. This will not be a hearing, no record will be kept, no witnesses will be called or examined, and evidentiary formalities shall not apply. Submissions by the employee and the complainant shall be verbal or written, at the discretion of the Board. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7

Any complaint unresolved under Step 6 may be submitted by the employee or the Board to advisory arbitration. The arbitrator shall review the issue or issues, find facts, and make a recommendation.

PERSONNEL FILE

A. CONTENTS

1. The school system agrees not to establish any separate Personnel file which is not available for the employee's inspection.
2. No anonymous material shall be maintained in an employee's file.

B. MAINTENANCE

1. The school system shall maintain the employee's personnel file at the system's central office and at the building level principal's office.
2. An employee shall be provided any negative or derogatory material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.

3. The person 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.
4. The Board shall keep a log indicating the persons who have requested to examine a personnel file as well as the date such requests were made. Such log shall be available for examination by the employee or his/her Association representative, if so authorized by the employee.
5. In the event the Board removes any material from an the employee's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
6. Negative or derogatory material in an employee's personnel file shall be destroyed after remaining in the file for a period of (3) three years.
7. No documents and/or other material shall be placed in the personnel file of an employee after severance, after receipt of a letter of resignation, or after the date on which a letter of non-renewal has been written to the employee.

C. ACCESS TO FILES

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

D. USE OF FILES

The Board shall not base any adverse action against an employee upon materials which are not contained in such employee's personnel file. Moreover, the Board shall not base any adverse action against an employee upon materials which are contained in such employee's personnel file

unless the employee had been notified at such time that such materials were being placed in the file.

VACANCIES, TRANSFERS, ASSIGNMENTS, AND REASSIGNMENTS

No reassignment shall be made without a conference by the principal with the teacher; and no transfers shall be made without a conference between the Director of Schools and the teacher.

In the event two or more certified and/or equally qualified teachers apply for the same position, the applicant with the most system seniority shall be assigned the position.

A. NOTICE OF VACANCIES

1. Notice of vacancies will be posted on the official bulletin board in each school and sent to the Association as soon as the Director of Schools is aware of the existence of such vacancies. Notices of vacancies shall remain posted for a minimum of five (5) days during the school year and ten (10) days during the times when school is not in sessions. The Board shall be responsible for posting vacancy/vacancies on the website. The current president and chief negotiator of the Overton County Education Association will be notified of an opening before a position is posted when school is not in session. Any declared vacancy/vacancies which occur on or after August 10th shall be filled by an interim. On March 1st of said school year, the position(s) shall be declared open and posted according to the contract. No position shall be filled before the end of the posting date.
2. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name of the person to whom the application is to be returned and date by which the application is to be returned.
3. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall personally deliver a written statement of such desire with the Director of Schools no later than March 1st of any academic year. Such statement shall include the grade and/or subject to which the

teacher desires to be assigned and the school to which he/she desires to be transferred, in order of preference.

4. Every consideration shall be given to filling all vacant positions with teachers from within the individual school or system provided (a) they make application within the posting time period of the vacancy notice assignment on file and (b) that they are licensed and HQ or can be by when the position is vacated.

B. REQUIREMENTS

In the event two or more certified and/or equally qualified teachers apply for the same, the applicant with the most system seniority shall be assigned the position.

C. TRANSFERS (BETWEEN SCHOOLS)

1. Teachers who desire a transfer to another building will file with the central office an application for transfer. Application may be filed at any time; however, it must be received by March 15th to be considered for the upcoming school year.
2. No reprisal shall be invoked against any teacher by any superior for requesting a transfer.
3. Any certified and qualified applicant who is not granted a transfer to a specific available position shall be provided, upon request, a statement of the reasons for the decision.

D. INVOLUNTARY TRANSFERS (BETWEEN SCHOOLS)

1. In those cases where an involuntary transfer is made necessary by enrollment, curriculum, or program changes, the Director shall seek a volunteer from the affected school. If no volunteer is available, the employee with the least amount of seniority in the affected program area for which they are licensed and highly qualified shall be transferred.
2. Notice of involuntary transfer shall be given to a teacher as soon as practical, but at least 24 hours before the Board meeting.

3. An involuntary transfer shall be made only after a meeting between the teacher(s), the principal(s) involved, and the Director of Schools at which time the teacher shall be informed (in writing if requested) of the reasons for the change/transfer.
4. No teacher may be involuntarily transferred for arbitrary or capricious reasons.
5. In those cases where an involuntarily transfer is to be made for administrative and/or disciplinary reasons; the transfer shall be made only for good cause.

E. NOTIFICATION OF ASSIGNMENT (WITHIN A SCHOOL)

1. Each presently employed professional employee shall be given notice by the principal of his/her class and/or subject assignment for the coming year no later than the last day of the previous school year, except in cases of emergency, such as drop or increase in enrollment or any such emergency deemed by the Board.
2. The principal shall assign all newly appointed personnel to the specific subject and/or grade level as soon as practical.
3. In the event that changes in any assignments are proposed, each employee affected shall be notified at least two (2) weeks or as soon as possible prior to the proposed change and consulted about the nature and extent of the change.

F. ADDITIONAL ASSIGNMENTS (WITHIN A SCHOOL)

Any additional teaching assignment to the normal teaching schedule shall be with the consent of the teacher. Preference in making these assignments will be given to teachers in order of their years of service.

G. REASSIGNMENTS (WITHIN A SCHOOL)

1. Teachers who desire to be reassigned to another position within the building will file with the principal a written request for reassignment. A written request may be filed at any time; however, it must be received by March 15th to be considered for the

upcoming school year, or as soon as a position becomes vacant.

2. No reprisal shall be invoked against any teacher by any superior for requesting a reassignment.
3. Any certified/qualified applicant who is not granted a reassignment to a specific available position shall be provided, upon request, a written statement of the reasons for the decision.

H. INVOLUNTARY REASSIGNMENTS (WITHIN A SCHOOL)

1. In those cases where an involuntary reassignment is made necessary by enrollment, curriculum, or program changes, the principal shall make every effort to seek and consider volunteers from the affected program area. If no volunteers are available, the employee with the least amount of seniority in the affected program area for which they are licensed and highly qualified shall be considered for the reassignment.
 2. Notice of involuntary reassignment shall be given to a teacher as soon as practical/possible.
 3. An involuntary reassignment shall be made only after a meeting between the teacher(s) and the principal at which time the teacher(s) shall be notified in writing of the reason(s) for the change/reassignment.
 4. No teacher shall be involuntarily reassigned for arbitrary or capricious reasons.
 5. In those cases where an involuntary reassignment is to be made for administrative and/or disciplinary reasons; the reassignment shall be made only for good cause.
- I. On or before April 30th of each year, the Director of Schools shall notify the president of the Association in writing of the names of all tenured teachers who have been reassigned or transferred.

PROMOTIONAL POSITIONS

A. DEFINITION:

1. Positions considered to be promotional shall be defined as any county wide supervisor, county wide coordinator, or school principal.

B. NOTICE

1. Notice of vacant or newly created promotional positions will be posted on the official bulletin board in each school and on the Board's website by the director as soon as he/she is aware of the existence of such vacancy(s).
2. Such notice shall contain the date of posting, a description of the position, qualifications for the position, the rate of compensation, name of the person to whom the application is to be returned, and the date by which the application is to be returned.

C. REQUIREMENTS

1. Employees or non-employees who desire a vacant or newly created promotional position may file a written statement of such desire with the director within five (5) days of the posting date of such position. Such statement shall include the qualifications of the applicant for such a position as well as response to any and all application materials.
2. In the event an employee is denied a promotional position, upon request, he/she will be given a written notification of the denial including reasons for the denial at least five (5) days after the position has been filled.

LAYOFF AND RECALL

A. LAYOFF

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

1. A substantial increase in the operating costs of the Board, provided that such increases cannot be offset by the addition of new revenue or offset by reductions in expenses other than personnel.
2. A substantial reduction in pupil enrollment.

3. The discontinuance of a particular type or program of teaching service such as Chapter I, etc., provided that such discontinuance is not for unjust reasons.
4. Consolidation of two or more schools with the result that fewer teachers are needed.

If the director is contemplating the layoff of any employee or employees, he/she shall notify the principal who will notify the employee at least thirty (30) days before the proposed effective days of layoff. Such notice will be in writing and will include specific positions to be affected, the proposed time schedule, and reasons for the proposed action. The director will, if requested to do so, enter into discussions with the Association before final decisions are reached. These discussions may concern alternatives to, or manner of implementation and other aspects of the contemplated layoff. If a position is to be eliminated, the director shall give notification of layoff to the last person hired who is certified in that position.

B. RECALL

As vacancies arise, a laid off employee will be given first consideration to the first available vacancy for which the employee is certified. A laid off employee may refuse to accept an offered position and be placed on the bottom of the recall list.

No new or substitute appointments may be made while there are laid off employees available who are certified to fill the vacancies. No transfer of staff shall be used to prevent reinstatement of laid off employees. This clause does not apply to non-tenured teachers.

While on layoff an employee will have the option to participate in fringe benefit programs at his/her own expense.

The employee will remain on the first recall list for three (3) years and after that he/she will have to request to stay on the list. If the employee refuses two (2) separately offered positions, he/she is taken off the list. If the person takes a position in another system, he/she is taken off the list.

DISCIPLINE PROCEDURE

A. GENERAL

Each certificated employee shall have access to a copy of the Board discipline policy as stated in section JC of the Board Policy Manual. A copy will also be placed in each school teacher lounge/work area and the teacher center. Copies may be checked out by teachers for a reasonable length of time except that the copy in the principal's office may not be checked out.

B. TEACHER-ADMINISTERED DISCIPLINE

1. After taking disciplinary action the teacher may, at his/her discretion, complete a discipline form regarding the incident.
2. Completed forms shall be sent to the school office.
3. Any infraction reported to the school office by the teacher via the discipline form shall be included in the student's discipline record on the office computer. Any such reported infraction shall also be kept in any discipline file being maintained for the student.

C. PRINCIPAL/PRINCIPAL DESIGNEE ADMINISTERED DISCIPLINE AT TEACHER REQUEST

1. Any teacher requesting the principal or his/her designee to administer discipline shall complete and forward to the school office a discipline form.
2. The principal shall indicate on the form the specific action taken and shall return to the teacher in a timely manner the appropriate copy of the form.
3. Any infraction for which the teacher requests discipline action, as well as the specific action taken, shall be included in the student's discipline record on the office computer. Any such reported infraction shall also be kept in any discipline file being kept for the student.

D. (See Appendix II for Form.)

1. The form shall be printed with four (4) copies for the following: 1. the referring teacher, 2. the principal/designee, 3. the parent! student, and 4. the homeroom teacher.
2. The board shall supply the copies of the form to each school at the beginning of each school year and resupply the form as needed throughout the year.
3. The form shall be designed to meet all federal, state, and local requirements.

E. REPORTING

At the end of each grading period a copy of the discipline file on the computer at each school shall be sent to the Central Education Office by means of either electronic transfer or paper printout.

LEGAL ASSISTANCE

The Board shall give full support including legal and other assistance for any assault upon an employee while the employee is acting in the discharge of his/her duties.

EMPLOYEE FACILITIES

1. The Board shall provide in each school the following facilities:

- (a) Lounges

An appropriately furnished room shall be reserved for the exclusive use of teachers as a staff lounge and/or work area. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school custodial staff. Every effort shall be made to ensure that this space remains available for teachers use each year;

- (b) Storage Space

Suitable storage space with lock and key for each teacher to store coats, overshoes, and personal articles.

(c) Books and Expendables

Adequate books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility;

Access to computers, copy machines, and clerical personnel to aid the teacher in preparation of instructional material.

2. An appropriate room and other facilities for teachers who work in more than one (1) school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such teacher shall also be assigned a single classroom or office for their use outside of regular hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use within existing facilities.

PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

1. Unsafe and Hazardous Conditions

Professional employees shall be relieved of their duties in areas that have been determined to be unsafe or that are known to contain hazardous materials. Professional employees shall not be asked to perform tasks in regards to the hazardous materials or unsafe conditions which endanger their health or safety.

(a) Procedure for Unsafe and Hazardous Conditions

When the administration determines that an unsafe or hazardous condition(s) exists, the area will be cleared of all personnel except those whose job it is to secure the area and determine what remedy is necessary. All students and professional employees except

those whose job it is to secure the area and remedy the situation will not be permitted to return to the previously unsafe area until it has been determined to be safe by the administration and other designated personnel or emergency officials. No professional employee shall be held insubordinate for refusing to enter a building where it has been determined unsafe or hazardous.

- (b) When a professional employee believes that conditions are unsafe, unhealthy, or hazardous, the professional employee shall report such conditions, in writing, to the supervisor/building principal. The supervisor/principal shall be responsible for the evaluation and reporting of these conditions to the appropriate personnel. When appropriate, the plan shall include consultation with and action by administrative and support personnel, and/or non-school officials. The supervisor/principal shall forward, to the Director of Schools and to the Association president a copy of the professional employee's report of unsafe, unhealthy, or hazardous conditions and a report on the corrections of these conditions. When appropriate, plans must be reviewed/approved by the district personnel responsible for system-wide safety requirements before implementation. All improvements must meet all local, state, and federal codes.

2. Crisis

When a professional employee believes that a crisis exists or is imminent, the professional employee shall immediately report such conditions to his/her supervisor or other designated personnel. If it is determined that a crisis exists or is imminent, the approved Crisis Response Plan will be implemented. The administrator shall forward to the Director of Schools any necessary reports about the situation and actions taken to deal with the crisis.

3. Use of Reasonable Force

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

4. Legal Action Against a Teacher

Whenever any legal action is brought against a teacher resulting from performance of assigned duties, the Board shall provide the teacher with defense and indemnification.

5. Assault on a Teacher and Injury on the Job

- (a) The Board shall give full support including legal payment of incurred medical expenses, leave, for any assault, or injury upon a teacher while the teacher is acting in the discharge of his/her duties.
- (b) When absence arises out of or from, such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. Conditions shall be verified by a doctor. This agreement remains in effect until such a time as said teacher is either released by physician to return to work or qualifies for disability benefits.

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL

At the beginning of every school year, each teacher shall be credited with one (1) day to be used for the teacher's personal business. A personal leave day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day(s) shall notify his/her immediate supervisor at least one (1) day in advance, except in cases of emergency. At the end of the school year, unused personal days shall be converted to sick days.

B. PROFESSIONAL

At the beginning of every school year, each teacher shall be credited with one (1) day to be used for the teacher's professional leave. Professional leave days may be used for any educational purpose at the discretion of the teacher. The teacher planning to use a professional leave day shall notify his/her immediate supervisor at least three (3) days in advance of his/her absence, unless unforeseen circumstances occur.

Professional days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

C. ADDITIONAL PROFESSIONAL LEAVE OPPORTUNITY

Two afternoons or a Saturday (not more than seven(7) hours on a Saturday) to be converted to a personal day. The professional development must be in an appropriate area based upon the school's TSIP or SWP or the system's TCSP. This time is above the mandated in-service days and does not include days for which the professional employee receives a "stipend" from another source/agency. Proper/adequate documentation must be presented and approved by the school's principal and/or appropriate system-wide supervisor.

D. SICK LEAVE

1. Each certified employee shall be granted one (1) day sick leave for each month employed beyond any personal and professional leave. Sick leave shall be cumulative for all earned or transferred days not used. Sick leave may be taken in $\frac{1}{2}$ day increments.
2. The Board shall grant to any teacher, upon such teacher's employment or reemployment, the accumulated sick leave which the teacher lost by previous termination of employment in a public school system of this state. (See Appendix III.)

3. The Board shall keep a record of the accumulated sick leave for each teacher and provide a verified copy to the teacher on a monthly basis. At the beginning of each school year, each teacher will be given the number of accumulated sick leave days from the previous school year. On or before Jan. 15th, each teacher will be given their sick leave balance as of December 31st.
4. A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days which such teacher may accumulate employed. Such advance use of sick leave shall be charged to sick leave accumulated in the same school year. Upon termination of the employment of such teacher before such days are earned or at the end of the school year, there shall be deducted from the final salary of such teacher an amount based on the teacher's daily rate of pay sufficient to cover the excess sick leave days used by the teacher, and if such final salary is insufficient for this purpose, the teacher shall be liable for reimbursement of any amount in excess of the teacher's final salary.
5. Unused Sick Leave Days

At the time of retirement, professional employees with fifteen (15) or more years of service in the Overton County School System shall be paid a lump sum of \$20.00 for each day of accumulated sick leave, up to 200 days, if the employee elects to exercise this option. The payment will be made within thirty (30) days of the final day of work.

E. ASSOCIATION

At the beginning of each school year the Board shall provide up to ten (10) days released time for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations or left to the discretion of the Association. One day notice must be sent to the Director's office. Substitute teachers are to be paid equally by the Board and the Association. Within five (5) days of the use of released time, the Association shall make payment to the Board 50% of the actual cost of the released time. Costs of released time shall include only those costs necessary

to provide instruction in the form of a substitute teacher during the absence of the Association member(s) while on Association business. Unlimited additional days are to be funded by OCEA.

F. BEREAVEMENT

In the event that a teacher has no accumulated sick leave days, up to two (2) days of leave shall be granted at any one time, after the use of then (10) days sick leave earned in one year in the event of the death of a teacher's spouse, child, significant other, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any other member of the immediate household. Teachers shall be granted up to one (1) day in the event of death of a relative outside the teacher's immediate family as defined above. In the event of the death of an employee or student in Overton County School System, the principal or immediate supervisor of the deceased employee or student shall grant to an appropriate number of teachers sufficient time to attend the funeral.

G. JURY AND LEGAL

Any teacher called for jury duty during school hours, required to appear in any judicial or administrative proceeding, or who shall be asked to testify in any arbitration matters shall be provided such time with no loss in pay or benefits. Any fees or remuneration the teacher received during such leave shall be turned over to the Overton County School System, prorated to number of hours normally spend in school – seven (7) hours and thirty (30) minutes based on current school day.

EXTENDED LEAVE OF ABSENCE

FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Act shall be followed as in law with the following additions/exceptions:

- A. An employee shall be entitled to use twelve (12) weeks of FMLA leave each year.
- B. Any employee shall have the option of using either

accrued sick leave or FMLA if both are applicable.

- C. For purposes of complying with the FMLA, a leave year shall be defined as the period from July 1 through June 30.
- D. An employee who is eligible for FMLA leave shall be entitled to take such leave using an intermittent or reduced leave schedule.

Upon written request by the employee said leave shall be extended for a period not to exceed one year unless approved by the Board for further leave.

An Association leave of absence without pay for up to one year shall be granted to an employee for the purpose of serving as president of the Association, its affiliates or on its staff. Upon return from such leave such employees shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits.

A leave of absence for educational improvement shall be granted without pay for up to one year, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be placed at the same position on the salary schedule and maintain the same benefits.

Other extended leaves of absence without pay shall be granted in writing by the Board for good reasons.

CAREER LADDER EQUIVALENT

The Board will maintain the equivalent of career ladder level one, two, or three supplement of employees who may become ineligible to receive all or part of the career ladder supplement due to a change in professional assignment, and so long as the employees career ladder certification is current. The amount of the supplement will remain at the same level as it was when the employee changed assignments. This will be in effect retroactive for 1993-1994 school year. Extended Contract activities shall be increased to \$20 per hour as per state allowance to modify program compensation, bringing this into line with After-School program salaries.

ADULT EDUCATION INSTRUCTORS

Certified instructors are to be paid within the state recommended range and in no case less than the approved rates as of August 1st 2002 (\$15.00 per hour).

HOMEBOUND INSTRUCTION

Regular homebound instruction is an hourly rate based on current state salary.

LOCAL COACHING SUPPLEMENTS

Elementary Basketball--\$750--Additional \$50 per year up to \$1,000 ceiling.

Elementary Football--\$4,000--(This amount is to be divided among all coaches \$750 each. Additional \$50 per year, up to \$1,000 ceiling.

HIGH SCHOOL SPORTS

Head Football Coach	\$2,100
Football Assistants (each)	\$750
Football Offensive Coordinator	\$1,250
Football Defensive Coordinator	\$1,250
Head Basketball Girls Coach	\$2,100
Head Basketball Boys Coach	\$2,100
Head Baseball Boys Coach	\$1,000
Assistant Boys Baseball Coach	\$375
Head Softball Girls Coach	\$1,000
Head Volleyball Girls Coach	\$1,000
Head Tennis Boys & Girls Coach	\$750
Head Golf Boys & Girls Coach	\$750
Track Team Coach	\$750
Cross Country Coach	\$750

Girls Soccer Coach	\$1,000
Boys Soccer Coach	\$1,000
Girls Jr. Varsity Basketball Basketball/ Assistant Varsity Coach	\$750
Boys Jr. Varsity Basketball Basketball/ Assistant Varsity Coach	\$750
Cheerleading Coach	\$1,000

The above supplement amounts will be paid after each season is completed except high school head football and basketball coaches supplements which will be added into the yearly salary.

**PRINCIPALS, ASSISTANT PRINCIPALS AND OTHER COUNTY WIDE
POSITIONS LOCAL SUPPLEMENTS**

Principal

Livingston Academy	10% above highest paid 10 month teacher or figured according to salary schedule, whichever is higher and continue a 12 month contract.
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Principals

A.H. Roberts, Livingston Middle School, Rickman	\$5,000 and continue an 11 month contract
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Principals

Allons, Hilham, Wilson, And R.E.A.C.H.	\$4,500 and continue an 11 month contract
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Assistant Principals

Livingston Academy	\$2,500 and continue a 10.5 month contract
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Assistant Principal

A. H. Roberts, Livingston Middle, and Rickman	\$2,500
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Assistant Principals

Allons, Hilham and Wilson	\$2,000
Countywide Supervisors/Coordinators	\$1,500
Transportation Safe & Drug Free	11.5 month contract
C.L.U.E. Lead Teacher	\$265
Band Director	\$1,155 and regular classroom teacher supplement and an 11 month contract

ADDITIONAL TIME ASSIGNMENTS

High School Annual Sponsor	2 weeks
High School Academic Bowl Coach	1 week
High School Football Head Coach	4 weeks
High School Girls Basketball Coach	4 weeks
High School Boys Basketball Coach	4 weeks
High School Girls Volleyball Coach	4 weeks
High School Boys Baseball Coach	4 weeks
High School Girls Softball Coach	4 weeks
High School Golf Coach	2 weeks
High School Tennis Coach	2 weeks
High School Cheerleading Coach	2 weeks
High School Assistant Coaches	4 weeks
Elementary Football Coaches	2 weeks
Elementary Basketball Coaches	2 weeks
Track Team Coach	2 weeks
Cross Country Coach	2 weeks

Girls Soccer Coach	4 weeks
Boys Soccer Coach	4 weeks
Girls Jr. Varsity Basketball Basketball /Assistant Varsity Coach	4 weeks
Boys Jr. Varsity Basketball Basketball/Assistant Varsity Coach	4 weeks
Elementary Cheerleading Coach	1 week
Elementary County-Wide Golf Coach	1 week
Elementary Annual Sponsors	1 week

MAINTENANCE OF BENEFITS

All employees' rights and privileges now in affect shall continue and apply during the term of this Agreement.

MODIFICATION OF AGREEMENT

This Agreement shall not be changed in part or whole without mutual consent of both parties.

SAVINGS

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

Nothing contained herein shall be constructed to deny or restrict to any employee such rights as he/she may have under Tennessee School Laws or other applicable laws and regulations.

DURATION

The provisions of this Agreement will be effective as of August 1, 2008, and will continue to be in full force until August 1, 2011. Each of the next three (3) years

salary and insurance issues will be negotiated and two (2) other items may be brought up by each side.

In witness whereof, the Association has caused this Agreement to be signed by its President and Association Negotiator and the employer has caused this Agreement to be signed by its Board Chairperson and Board Negotiator on this 17th day of February, 2009.

BOARD OF EDUCATION

Dolphus Dial, Chairperson
Diane Sadler, Board Negotiator

OVERTON COUNTY EDUCATION ASSOCIATION

Jennifer Eilender, OCEA President
Billie Akers, Association Negotiator