

2006-2009 EDUCATIONAL AGREEMENT

between the

PUTNAM COUNTY BOARD of EDUCATION

and the

PUTNAM COUNTY EDUCATION ASSOCIATION

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AREA 1: BASIC AGREEMENT PROVISIONS

Article 1: Preamble

This agreement is made and entered into on this 1st day of July 2006 through the 30th day of June 2009, by and between the Board of Education of Putnam County, hereinafter called the “Board” and the Putnam County Education Association, hereinafter called the “Association.”

Witnesseth:

Whereas the Association and the Board recognize and declare that providing a quality education for the children of Putnam County is their mutual aim, and

Whereas the Board and the Association have obligation, and authority pursuant to Tennessee Code Annotated 49-5-601 through 49-5-613 to negotiate in good faith, and

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement.

It is hereby agreed as follows:

Article 2: Recognition

Pursuant to Tennessee Code Annotated 49-5-605, the Putnam County Board of Education hereby recognized the Putnam County Education Association as the exclusive bargaining representative for those included by law in the Association’s bargaining unit.

The term “teacher” singular or plural, when used hereinafter in this agreement, shall refer to all personnel represented by the Association in the bargaining unit; references to one gender shall include the other gender.

Article 3: Management Rights

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

Article 4: Association Rights

The Board and the Association recognize that it is in the best interest of the community to work in partnership. Consequently, the Board recognizes the Association as the teacher representative.

A. Use of Facilities and Equipment

The Association and its members shall have the right to make use of school buildings and facilities and during those hours that school is not in session for purposes of meetings and equipment use. However, the Association agrees to first schedule these meetings with the building principal and agrees to assume all costs relating to the damage of said equipment during Association operation. The Association further

agrees to assume all cost of materials, supplies, and janitorial service that should occur incidental to said use. This cost will be determined by the building principal.

B. Communications

The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school in areas designated for teacher use, but not in areas open to the public or students. The school principal shall be responsible for removing any materials that may be detrimental to the Putnam County Board of Education or the Putnam County School System. The Association may use the school mail and e-mail delivery system and teacher mailboxes for communications to teachers or members of the Association.

C. Access to Members

Members of the Association may transact Association business on school property provided that this is done when teachers involved are not supervising students or planning for another instructional period.

D. Information to the Association

1. The Board shall provide, to the Association president or designee, notification of all meetings and materials relative to the meeting as provided to the board, at the same time it is made available to the board, per the request of the current Association president.
2. Pursuant to TCA, the Board shall provide, to the Association, information requested to prepare for negotiations.
3. The Board shall make available information concerning the financial resources of the school system upon request.

Article 5: Grievance Procedure

A. Definitions

1. A “grievance” shall mean any claim by a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
2. The term “grievant” is defined as any member of the negotiating unit making such a claim or the Association itself, which may grieve any part of the contract that specifically pertains to the Association, either of whose claim is specifically addressed in an article under the terms of this agreement.
3. The term “days” shall mean any day, Monday through Friday, on which students attend school during the normal school year. After the last day of the normal school year, a “day” shall be Monday through Friday, excluding holidays.
4. The term “immediately involved supervisor” shall mean the lowest level supervisor with the authority to resolve the problem.

B. Procedures

The parties hereto acknowledge that it is usually more desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communication. Within ten (10) days of the time the grievant may hold an informal conference with the immediately involved supervisor.

When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, the grievance may be filed within five (5) days of the conference or at the end of the initial ten (10) days if a conference is not held following the procedure set forth below:

Step 1:

The grievant will present the grievance in writing to the immediately involved supervisor and arrange for a meeting to take place within eight (8) days after receipt of the grievance. The Association's representative, if requested by the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting the grievant and the Association shall be provided with the supervisor's written response.

Step 2:

If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Director or his/her designee within six (6) days after receipt of the Step 1 answer. The grievant shall arrange with the Director or his/her designee for a meeting to take place within five (5) days of the appeal for a meeting. The Association's representative, if requested by the grievant, may be present for the meeting. Each party shall have the right to include in its presentation such witnesses as they desire. Within eight (8) days after the meeting, the grievant and the Association (president) shall be provided with the Director's response.

Step 3:

If the grievance is not resolved at Step 2, the grievant may, within five (5) days of receipt of the Director's written response, request a review by the Board of Education at the next regularly scheduled Board meeting. The request shall be made in writing through the office of the Director of schools. The Board shall review the case; shall hold a hearing with the teacher and the Association's representative, if requested by the grievant; and shall render a decision in writing within five (5) days of the review. Copies of the decision of the Board of Education shall be sent to aggrieved teacher, to the Director of schools, and to the Association president.

Step 4:

If the grievant and the Association's representative are not satisfied with the disposition of the grievance of Step 3, the grievance may be submitted to advisory arbitration. If the demand for arbitration is not filed within thirty (30) days of the Step 3 answer, then the grievance shall be deemed withdrawn.

C. 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.

D. General

1. The Board and the Association shall cooperate in the investigation of any grievance.
2. A grievance may be withdrawn at any level without establishing precedent.
3. If the aggrieved fails to appeal a grievance at any level within the specified time limits, that grievance shall be deemed withdrawn.
4. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

5. Time limits prescribed in this procedure may be extended by written mutual consent.
6. Arbitrators shall be selected from the American Arbitrators Association according to its rules and regulations or from the Federal Mediation and Conciliation Service. Selection of an arbitrator from the FMCS shall be made by the alternate striking of names. A toss of the coin shall be used to determine the first strike.
7. The cost of arbitration shall be borne by the party requesting advisory arbitration.
8. Processing grievances will be done at times that do not interfere with the teacher's assigned duties.
9. No reprisals shall be invoked against any teacher for processing a grievance or participating in a grievance procedure.

Article 6: Dues Deduction

A. Authorization

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

B. Regular Deduction

Pursuant to the deduction authorization, as outlined in Section A, the Board shall deduct either: (a) one-tenth (1/10) of total dues from the regular salary check of the teacher each month for ten (10) months, beginning in October and ending with the last check of the fiscal year, or; (b) total dues from the October check. The forms shall be submitted to the finance department of the Board of Education no later than the first regular school day in October.

C. Pro-Rated Deductions

Deductions for teachers authorizing dues deductions after the date of the commencement of deductions as in Item B of this article shall be approximately prorated to complete payments by the last check of the fiscal year.

D. Termination of Teacher

Any teacher 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 paycheck. The authorization form shall have this printed on it.

E. Indemnity Statement

The Association shall indemnify and save the Board and administration harmless against and from all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the board for the purposes of complying with this article.

AREA 2: SALARY AND BENEFITS

Article 7: Salary and Wages

A. Salary and Wages

1. For 2007-2008, the salary of each teacher covered by the regular salary schedule is set forth in Appendix A. Appendix A will be available to all teachers at www.pcsstn.com

For 2008-2009, the Board agrees to provide an additional 3% on total salary based on the 2007-2008 salary schedule in addition to any state salary increase.

2. Administrative salary schedules and supplements of principals, assistant principals, supervisors, and system-wide personnel are included in Appendix B.

3. Teachers will be reimbursed in accordance with rates established for State Department teachers when travel is directed by the Board of Education or otherwise approved in advance.

4. Salary Schedule Placement for Military Service:

For salary schedule placement, active military service in the armed forces of the United States shall be recognized. Credit shall be granted year for year, not to exceed five years. To establish credit, teachers submit their DD 214 discharge papers to payroll. Payroll shall send them to the State Department of Education to be verified. Salary credit shall be retro-active for the entire year that the paperwork is submitted, provided that the teacher taught the entire year. In the event the State Department of Education withdraws from certifying the accuracy of DD 214 forms, the board of education shall validate them through the U. S. Department of Defense or other appropriate federal agency.

Military service in the Reserve or National Guard, other than active duty, shall not be counted.

5. Any secondary level teachers with a voluntarily added teaching assignment in lieu of a planning period are to be compensated at 20% (twenty percent) of his/her regular salary for a 6 period school day. Compensation for a 7 period school day will be at the rate of 16.7%. Teachers accepting this assignment are obligated to plan the equivalent of one class period outside the school day.

6. Any secondary level teacher teaching part-time will be compensated at 20% (twenty percent) of his/her regular salary for a 6 period day or at 16.7% for a 7 period day. Teachers working a 100-120 day contract are excluded from this provision.

B. Method of Payment

1. Pay Period

Each teacher assigned to a particular school shall be paid in twelve (12) equal installments on the 20th of each month, August through June. The July paycheck shall be paid on the last day of the regular school year. Teachers shall receive their checks and/or pay stubs at their regular building and on regular school days from the principal. Other teachers not assigned to a particular school shall pick up their checks and/or pay stubs from the payroll clerk at the Central Office.

2. Exception

a. If a pay period occurs during designated fall or spring breaks, teachers who do not choose automatic bank deposit may pick up their checks at the Central Office at a time designated by the Director of schools or his/her designee on or before the 20th of the month. Checks and/or pay stubs that are not picked up will be available at the individual school on the first school day after the break.

b. If school is dismissed for any reason on a regular scheduled payday, teachers may pick up their checks and/or pay stubs at the Central Office. Checks and/or pay stubs that are not picked up will be available at the individual school on the first school day after such school dismissal.

3. Final Pay

Each teacher will receive final payment on June 20th.

4. Extra Pay

Teachers engaging in an extended contract or other contractual agreement for an hourly rate of pay as appropriately funded through other additional school related sources such as grants, shall receive a letter of hire from the Personnel Department detailing the time frame for the work to be completed along with the number of hours said project should entail. When applicable, time frames for extra duty pay such as extended contract and grants will be attached to your hire letter.

5. Differentiated Pay (New)

a. National Board Certification

Teachers who earn National Board Certification (NBC) will be compensated an additional \$2500 annually. This supplement will be divided equally into monthly payments. The award will be provided the year following the achievement. If NBC is awarded midyear prior to January 1st, one half of the award amount (\$1250) will be provided to employee for award year. The following year the teacher will receive the full supplement.

b. Mentoring Program

Selected teachers, not to exceed thirty (30) in total, who have completed SDOE mentoring training, National Board Certification or who have been identified and recommended by both principal and appropriate supervisor will be provided three (3) mentoring days (substitute provided) to offer assistance to selected teachers. Mentors will be approved through an application process.

Mentors will be selected and assigned as follows:

- 1 per each elementary school
- 1-2 per each middle school (size/subject dependent)
- 2-4 per each high school (size/subject dependent)

Article 8: Insurance

A. Selection of Carrier

The health insurance available to professional teachers shall be the State of Tennessee Teacher Group Insurance Plan known as the Local Education Plan.

B. Premiums

With a combination of state and local funds, “the Board agrees to pay 95% of the annual cost of individual coverage and 85% of the annual cost of family coverage. The teacher will pay 5% of the annual cost of individual coverage and 15% of the annual cost of the family coverage. The effective date of these provisions for payment of family insurance coverage and individual insurance coverage shall be July 1, 2008.”

C. Dental Reimbursement Plan

The Board shall provide each teacher a dental plan that pays 100% on diagnostic and preventive services and 80% of restorative services with a \$50 deductible. The Board will pay 100% of the base plan for the teacher beginning on July 1, 2008 and continuing through April 30, 2010. The teacher will have the option to exercise available buy-up options for self, spouse and dependents at additional cost to be paid by the teacher. Rates are guaranteed through April 30, 2010. Basic plan will cap at \$500 per person per benefit period. See Appendix D.

D. Workman's Compensation

The Board shall provide workmen's compensation coverage for each teacher. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days or personal days. The Board shall pay to such teacher the difference between his/her salary and benefits received under workmen's compensation for the duration of such absence, and all fringe benefits shall continue in effect.

E. Death of a Teacher

In the unfortunate event of the death of a teacher, per state guidelines, said teacher's family will continue to receive medical insurance for six months after the death of employee at no cost to the employee's family if they are enrolled in such plan. In addition, the state will send Cobra papers to the covered family members with the option to purchase after the six month period has expired.

Upon death, the Business and Personnel Office will issue to the executor of the estate a checklist of possible benefits in which the employee was enrolled, including contact information for each identified benefit. This checklist will be available when the final payroll check for the deceased employee is collected.

AREA 3: BASIC EMPLOYMENT CONDITIONS

Article 9: School Calendar

A. The School Calendar

The school calendar shall be determined by the Director of Schools and approved by the Board of Education prior to April of each school year. The Director shall give consideration to the Calendar Committee's recommendations to the formulation of the school calendar. The Calendar Committee shall submit their recommendations to the Director of Schools prior to January 1st. The calendar shall consist of 179 student days, 12 of which are snow days and 1 day as defined in Section C and D). Each teacher may have access to the school calendar via PCS website.

B. Changes in the School Calendar

Committee shall consist of eight (8) members to include PCEA President or designee, one (1) elementary teacher, one (1) middle school teacher and one (1) high school teacher and four (4) members as appointed by Director of Schools.

C. Snow Days

One (1) of the thirteen (13) stock-pile days shall be a full day (7 1/2 hours) professional development day and be defined by the following TCSSP guidelines:

1. Vertical or horizontal team planning by departments or grade
2. School Improvement Plan
3. Standards alignment

D. Stock-Pile Days

One (1) of the thirteen (13) stock-pile days shall be a full day (7 1/2 hours) for S-team, IEP team meetings, parent/teacher conferences or other similar meetings (effective 2008/2009).

Article 10: Teaching Hours and Load

A. School day

The in-school workday shall consist of not more than seven and one-half (7 ½) hours. Arrival and departure time shall be as follows:

1. Classroom Teacher: fifteen (15) minutes before the opening of the pupil's school day and fifteen minutes after the close of the pupil's school day.
2. Principal: thirty (30) minutes before the opening of the pupil's school day and thirty minutes after the close of the pupil's school day to the extent the work of the day requires.
3. System-Wide Teacher: as established by building principals and/or supervisors.

B. Meetings

The principal may schedule necessary meetings and activities (faculty meetings, departmental meetings, committee meetings, parent conferences, extra help for students, etc.); however, the principal will strive to keep these activities to a minimum and shall exclude any items that are not directly related to school business or instruction. The notice for any meetings shall be given to teachers involved at least two (2) days prior to meetings, except in an emergency. An agenda shall accompany the notice if teacher-involved decisions are to be made. Teachers shall have the opportunity to suggest items for the agenda.

C. Duty Free Lunch

The Board will provide duty-free lunch for all teachers according to the TCA 49-1-302 Amended Chapter 464, Public Acts of 1985. Duty free lunch periods shall be scheduled during student contact hours of the regular school day.

D. Teacher Check- Out

Should a teacher find it necessary to leave campus during a regular school day, he/she shall follow a check out procedure established by the building principal.

Article 11: Vacancies, Transfers, and Reassignment

A. Notice of Vacancies

Notice of vacancies shall be posted on the bulletin board designated by the principal of each school while school is in session (official school year) and on a designated bulletin board at the Central Office, and the Board of Education web page. When a vacancy exists in the summer months or when school is not in session, it shall be posted on the bulletin board in the Central Office, and the Board of Education's web page. The principal where the vacancy exists shall be responsible for providing notices for each of these bulletin boards. Notices regarding system-wide positions shall be the responsibility of the Director or his/her designee.

Notices shall contain pertinent information including: date of posting, description of position, requirements of the position, name of the person to whom the application is to be returned, salary, and the deadline for filing the application.

B. Transfers and Reassignments

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Director not later than February 15th of any academic year. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.

In the event a teacher transfer is necessary, volunteers will be considered first.

No reprisal shall be invoked against any teacher, by any superior, for requesting a transfer.

To be opened as a negotiable item for the 2007-2008 school year. PCEA will open this item.

Article 12: Layoff and Recall

The Putnam County Board of Education's layoff and recall policy will follow procedure as outlined in TCA 4-5-511.

Article 13: Safety, Health, and Sanitation

General

The Board agrees to maintain safe and sanitary conditions in accordance with federal, state, and local laws and regulations in all work areas. Teachers are to be afforded basic rights to a safe and healthy working environment. The principal shall be the first level of responsibility and the level for teacher reports of problems involving the safety and health of teachers, students, and guests. If the principal does not resolve the condition, the Employee Safety Handbook guidelines shall be followed.

1. Facilities

Each school shall maintain the following safety, health, and sanitary provisions:

- a. Teachers shall have available for their exclusive use a serviceable desk, a chair, and a filing cabinet.
- b. Teachers shall not be required to perform tasks that endanger their health, safety, or well-being.

Teachers perceiving hazardous conditions in the workplace shall follow the guidelines for reporting, as outlined in the Employee Safety Handbook.

2. Access to telephone

In no instance shall a teacher be left at school in charge of students without access to a telephone. The use of personal cell phones is encouraged.

3. Safety Policies

A safety policy shall be established for each school. Teachers shall be apprised of the contents of this policy within the first two (2) weeks of each school year. A written copy of the policy shall be available for inspection upon request.

4. Use of Reasonable Force

When a certified teacher is assaulted while on school property, or on any and lawful discharge of his/her assigned duties under the direction of the Board, he/she may quell a disturbance which is threatening physical injury to oneself or others with the reasonable use of force necessary to repel or diminish said disturbance.

In such instances when a teacher so identified uses physical force in self-defense, the teacher shall, without delay, inform the principal, immediate superior, or any person in an administrative position and shall submit to the principal a complete written report of the incident not later than twenty-four (24) hours after the incident occurred. The principal shall report the incident to the Director of Schools or his/her designee as soon as feasible.

5. Assault and/or Battery on a Teacher

When a certified teacher is assaulted while on school property or on any and lawful discharge of his/her assigned duties under the direction of the Board, the police authorities may be called to handle the situation at the request of the teacher. This does not prohibit a teacher from retaining his/her attorney at his/her own personal expense.

Assault is defined as any act, criminal or tortious that threatens physical harm to a person, whether or not actual harm is done. Battery is defined as the crime or tort of unconsented physical contact with another person, even where the contact is not violent but merely menacing and offensive.

a. Reimbursement

The Board shall reimburse teachers for the cost of any physical or mental treatment associated with such assault and/or battery, clothing, or other personal property damaged or destroyed while the teacher was acting in the discharge of his/her duties. If the injury is covered by workers' compensation, the Board is responsible for the difference between the workers' compensation payments and the salary that would normally be paid to the teacher.

b. Reports

In the event of an assault upon a teacher, the building-level administrator shall be responsible for assistance in filing reports, petitions, and all necessary documentation immediately following said assault and/or battery.

6. Interruptions

Principals shall limit classroom interruption by visitors. All visitors to the schools must register in the school administrative office before entering other school/campus areas. Individuals wishing to confer with teachers must set up a mutually agreed upon conference time with the teacher. Visitors wishing to observe in a classroom must establish an observation time with the teacher and building administrator.

Article 14: Pupil – Teacher Ratio

The Board shall endeavor to keep the pupil-teacher ratio in accordance with regulations 1, 2, and 3 of the Rules, Regulations, and Minimum Standards of the Tennessee State Board of Education.

Beginning in school year 2007-2008, the Board recognizes the need to address pupil-teacher ratio and will consider this issue in the budget process.

Article 15: Teacher Materials and Facilities

From Local monies the Board will fund no less than \$10.00 per pupil (K-12) for instructional materials and supplies. These funds shall be distributed according to a plan developed by a teacher committee of no less than five (5) members elected by each school's faculty.

Article 16: In-Service Education

A. Individualized Professional Growth Program

1. The In-service training program is the prerogative and responsibility of the Putnam County Board of Education. The program shall be designed in compliance with the guidelines established by the Tennessee State Board of Education for five (5) days of in-service education.

2. At the beginning of each school year, the Board shall provide each teacher with written explanation of the Professional Growth Program including requirements and opportunities. Additionally, the Board shall post a printable calendar of activities on its website for teacher access, updating it at intervals as needed to keep information updated for teacher, school, and system-wide planning.

B. In-Service Committee

1. Recognizing the need for teacher input, each school shall be asked to establish an advisory in-service education committee for the purpose of determining needs based on academic and/or non-academic data. Each school shall submit their committee list to the appropriate supervisor.

2. A district-wide in-service committee, shall be established for the purpose of:

- Examining the school system's needs based on academic and/or non-academic data
- Exploring research-based trainings to address system-wide needs
- Providing input and working with supervisors in the development of the district-wide in-service education program for Putnam County Schools.

This committee must be comprised of members as described in the Tennessee Consolidated Schools Planning Process. One of the members shall be the president of PCEA or the president's designee, as well as a teacher from each of the levels of elementary, middle, and high school.

3. Any teacher who is unable to attend a required in-service meeting shall contact his/her- Curriculum Supervisor in advance for an approved alternate plan to make up the required in-service.

4. Each teacher shall submit a tentative plan, with and through the school principal, before November 1. This plan may be changed. Such changes shall be reflected in the final report.

C. Exceptions

In-service shall not be scheduled on any Board identified holiday.

AREA 4: LEAVES OF ABSENCE

Article 17: Personal and/or Professional Leave

Personal leave may be granted for personal reasons at the discretion of the teacher, except as indicated below.

Except for emergency reasons, personal leave may not be taken during in-service training days. Except for emergency reasons, personal leave days may not be taken during the first or last week of school. Personal leave may not be taken to be gainfully employed. Professional leave days shall be used for the purpose of (1) visitations to view other instructional techniques or programs, (2) attend educational conferences, workshops, or seminars.

A teacher shall be allowed personal and professional leave earned at a rate of one (1) day for each half (½) year employed, which shall accumulate from year to year.

A teacher may take not more than two (2) days of personal or professional leave prior to having earned it; but it shall be charged against his/her year's allowance. Any personal leave remaining unused at the end of a year shall be credited to sick leave days.

Teachers may convert existing accumulated sick days into additional personal days based on the following years of service to the Putnam County Board of Education effective 2009/2010 school year:

15-20 years	=	1 additional day
21-25 years	=	2 additional days
26 years +	=	3 additional days

The Board may approve additional time for professional leave, as they deem advisable.

If at the termination of service, any teacher who has been absent for more days than his/her accumulated or earned leave, shall have deducted from his/her final salary warrant an amount sufficient to cover the excess days used.

Article 18: Emergency and Legal

Leave for family emergencies or for legal reasons shall be granted at the discretion of the Board. The Board will comply with all state and federal statutes regarding emergency leave.

Leave for required court appearances or to conduct legal business that cannot be handled except during school hours may be granted at the discretion of the Board on an individual basis. The individual has the right to have representation, if requested, during any meeting concerning the requested leave with the Board.

Emergency or Legal leave may not be taken to be gainfully employed.

Article 19: Illness

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, parents, grand-parents, children, grandchildren, brother, sister, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, uncles, and aunts.

The time allowed for sick leave for any teacher shall be one (1) day for each month employed. Sick leave shall be cumulative for all earned days not used. When first employed in the system, a teacher shall be allowed an initial allotment of up to five (5) days of sick leave, but not exceeding the number possible to earn during the school year in which first employed. If a teacher used part or all of this initial allotment, these days shall be charged to sick leave later accumulated by the same teacher. At the termination of the employment of any teacher, all unused sick leave accumulated by the said teacher shall be terminated. However, a local board of education shall grant to any teacher upon his/her employment or reemployment the accumulated sick leave which the teacher lost by previous termination of employment in a Tennessee school system or any other agency, department or institution of Tennessee or any state college or university; except that if teacher is terminated for cause as defined in TCA 49-5-601, he/she shall not be granted, upon further employment, the sick leave days lost; and except that a teacher breaks a contract with the Board without a justifiable reason and without giving at least thirty (30) days advance notice shall be granted his/her accumulated, unused leave only if the Board permits resignation in good standing under the terms of TCA 49-5-508. This grant of previously accumulated, unused sick leave days shall be made only upon application of the teacher, only upon written verification notarized by the Director and Chairman of the Board and only if the teacher is again employed not later than two (2) school years following the termination which resulted in the loss of his/her unused, accumulated sick leave.

The Board shall keep a record of the accumulated sick leave for each eligible teacher in its employment and shall provide a verified copy to the teacher or other boards of education for purposes of implementing this section. The Board may require that a physician's certificate be furnished by the teacher in all cases deemed proper by the board. In case of doubt, the board shall have final authority as to who is entitled to leave under this section and the time for which the leave may be allowed.

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 during the remainder of the school year in which he/she is 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 his/her daily rate of pay sufficient to cover the excess sick leave days used by him/her and if such final salary is insufficient for this purpose, the teacher shall be liable for reimbursement of any amount in excess of his/her final salary.

If, at termination of services, any teacher has been absent for more days than accumulated or earned leave, there shall be deducted from the final salary warrant of such teacher an amount sufficient to cover the excess days used.

Each teacher shall be given a copy of a written accounting of accumulated sick leave no later than September 20th of each school year.

Article 20: Military Duty

Any person holding a position which requires a teacher's certificate shall be granted leave for military service without forfeiture of accumulated leave credits, tenure status, or other fringe benefits. Military leave shall be granted for whatever period that may be required.

Article 21: Jury Duty

Teachers summoned to jury duty will receive regular compensation, minus the stipend paid for jury duty.

Article 22: Extended Leave of Absence

Any person holding a position which requires a teacher's certificate shall be granted leave for military service, legislative services, maternity, adoption, or recuperation of health, and may be granted leave for educational improvements or other sufficient reasons without forfeiture of accumulated leave credits, tenure status, or other fringe benefits. All leaves shall be requested in writing at least thirty (30) days in advance on forms adopted by the local Board. Each request for leave will be acted upon by the Board at the next regular Board meeting with such action to become a part of the official minutes. Each applicant shall be notified in writing of the action of the Board, and beginning and ending dates of the leave granted. All leaves, except military leave, shall be from a date certain to date certain; however, any leave may be extended to a later specified date upon written request from the teacher. The procedure for extending a leave and the conditions under which a leave may be extended are the same as those used when originally requesting and granting the leave. Military leave shall be granted for whatever period may be required.

Positions vacated for less than twelve (12) months by teachers on leave shall be filled with interim teachers for such time as the teacher is on leave. Upon return of said teacher within the twelve (12) months, the interim teacher shall relinquish the position and the teacher shall be placed in the same or comparable position upon return from leave. Any teacher on leave shall, at least thirty (30) days prior to the date of return, notify the Director in writing if said teacher does not intend to return to the position from which leave was taken. Failure to render such notice may be considered breach of contract.

Article 23: Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences, these representatives shall be excused without loss of salary provided that the Association reimburses the school system for the cost of the substitutes. Absences to attend such conferences shall be coordinated with the Director of schools.

A maximum of twenty-four (24) days may be used at the discretion of the Association, and additional days will only be granted by the approval of the Director of schools.

AREA 5: PERSONNEL POLICIES AND PRACTICES

Article 24: Teacher Evaluation

A. General

The Board has the prerogative and the responsibility to develop, revise, and review evaluation procedures for all professional school personnel. Recommendations from the Association will be considered.

B. Personnel to Evaluate

Teachers assigned to a specific school are to be evaluated by the principal or assistant principal; principals are to be evaluated by the Director or his/her designee; their immediate supervisors will evaluate system-wide teachers.

C. Procedure

Procedures and documentation comprising Putnam County School System teachers' evaluations shall be in compliance with the State Framework for Evaluation and Professional Growth.

1. A copy of the State Framework for Evaluation and Professional Growth shall be available via website link. During the first month of each school year, teachers will receive directions on how to access the State Framework for Evaluation and Professional Growth from the state website.
2. Teachers who are going to be evaluated shall be notified no later than twenty (20) days from the beginning of the school year in which evaluations are to occur. Teachers hired after the beginning of the school year shall be notified no later than twenty (20) days from the time they report to work that evaluations are to occur. Principals will provide the appropriate supervisor with a list of those teachers each year. Third year non-tenured teacher evaluations shall be completed by April 15th (excluding unforeseen circumstances).
3. Non-tenured teachers shall be provided the opportunities as afforded within the State Framework for Evaluation and Professional Growth. The first evaluation of non-tenured teachers shall be completed no later than the end of the first semester.
4. Copies of each evaluation shall be given to the teacher when each participant has signed the evaluation form.
5. Nothing in this article shall restrict a principal/designee from unannounced classroom observations.

Article 25: Personnel Files

A. Contents

1. The Board shall not establish any separate personnel file, which is not available to the teacher's inspection.
2. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in personnel files, and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and said prospective employer.

3. No unsigned or anonymous materials shall be maintained in a teacher's file.

B. Access to Files

1. Any individual who examines a teacher's personnel file shall be required to sign and date a log placed in the front of the personnel file. The log shall be available for examination by the teacher or the teacher's Association representative, if so authorized by the professional teacher.
2. The principal or immediate supervisor shall grant any teacher access, during regular business hours, to his/her personnel file. The principal or supervisor shall give any teacher upon request, and upon payment of reasonable compensation, a copy of specified documents in his/her personnel file. A teacher shall be entitled to have a representative of the Association accompany him/her during such review.
3. In the event that an administrator removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
4. Negative or derogatory material in a teacher's personnel file shall be destroyed by the director of schools or his/her designee after remaining in the file for three (3) years.
5. A teacher shall be provided a copy of any negative or derogatory material before it is placed in his/her personnel file. Upon request by the teacher, a response may be attached to the material.

Personnel files will be maintained per the attached table.

PERSONNEL FILE CONTENTS & LOCATION

File Name	Contents	Location
Payroll / Personnel File <i>(SSN and Banking Information not subject to public inspection)</i>	Letter of hire / termination, renewal letters, personnel change forms, direct deposit forms, correspondence related to open records act requests and other inquiries	Finance & Payroll Department
Application File <i>(SSN not subject to public inspection)</i>	Transcripts / Application / Letters of Reference	Personnel Department
Worker's Comp File	Claim information retained in a separate file by injury date	Finance Department
FMLA Files <i>(not subject to public inspection)</i>	FMLA request, FMLA approval, Medical Certification, Medical Release	Personnel Department
Teacher Certificates/licenses	Teacher certificates are maintained alphabetically by school	Curriculum Department
New Hire Physical Examinations <i>(not subject to public inspection)</i>	These are maintained separately in alphabetical order by year hired	Personnel Department
Complaints (Title VI & IX)	When a claim is alleged, a separate investigative file is started under the employee's name that the claim is filed against.	Personnel Department
Major Medical, Dental, Vision, Life Insurance	Employee Acceptance or Refusal of Insurance and any changes to employee enrollment	Personnel Department
Employee Reimbursement Files (other)	Travel Claims and other reimbursable expenses by fiscal year	Finance & Payroll Department
Teacher Evaluations and Observations	Teacher performance records (State Framework for Evaluation and Professional Growth)	School Principal's Office
School Level Teacher File	Resume/applications, commendations, awards, certificates, citations (including system level), reprimands, other complaints	School Principal's Office

Article 26: Complaints

Any complaint regarding a teacher to any member of the administration or Board by a parent, student, or other person which is to be used in any manner in evaluating a teacher shall be investigated. The teacher shall be given the opportunity to respond to the complaint in order that he/she may make a written rebuttal of the complaint.

Article 27: Student Discipline Procedures

Whenever it is determined by testing and/or evaluation that a particular student requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will assist the teacher and principal with respect to such students. Only a qualified multidisciplinary teacher (m-team) will determine the needs of the student for special teachers and special counselors.

A written statement by the Board governing the use of corporal punishment of students shall be provided to all teachers prior to the first day of each school year.

Each school principal will be responsible for notifying each student and parent of the rules of his/her particular school. This information shall include suspension and expulsion regulations and policies regarding the use of corporal punishment.

Each principal will be responsible for providing the teachers of his/her particular school, in writing, a procedure by which they may exclude a student from their class for disruptive behavior. That procedure will be available to teachers no later than one month after the execution of this agreement.

AREA 6: FINAL PROVISIONS

Article 28: Savings

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

Article 29: Statutory Savings

Nothing contained herein shall be construed to deny or restrict the Board or any teacher of such rights held under the Tennessee School laws or other applicable laws or regulations. The rights granted teachers herein shall be deemed to be in addition to those provided elsewhere.

Article 30: Contract

A. Duration

The provisions of this agreement shall be effective as of ratification by both parties, and shall continue until June 30, 2009. Negotiations for the successor agreement to this contract shall begin not later than February 1, 2009.

B. Openings

It is also agreed that each party has the option of opening up to three (3) language proposals in addition to the money items during the 2007-2008 negotiations, and the 2008-2009 negotiations.

C. Printing

Copies of this contract shall be distributed to each new employee within the bargaining unit at the time of hiring by the central office personnel responsible for the completion of new employee employment forms and records. The contract will be posted on the official Putnam County Schools website.

D. Contract Orientation

A session will be scheduled during new teacher orientation for PCEA representatives, exclusively, to brief new teachers on the contract. This session is not to be used as a recruiting forum.

Article 31: Maintenance of Benefits

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

Article 32: Modification of Agreement

This Agreement shall not be changed in whole or in part without mutual written consent of both parties, and ratified by both the Association membership and the Putnam County Board of Education.

NEGOTIATION TEAMS:

PUTNAM COUNTY BOARD OF EDUCATION

Karen Dalton - Chief Negotiator
Sharon Anderson - Negotiator
Melanie Bussell - Negotiator
Barbara Greeson - Negotiator/Recorder
Mike Goolsby - Negotiator
Mark McReynolds - Negotiator

PUTNAM COUNTY EDUCATION ASSOCIATION

Cindy Grisson - Chief Negotiator
Peggy Anderson - Negotiator
Pam Burke - Negotiator/Recorder
Patience Cannon - Negotiator
Liz Osuch - Negotiator/Recorder
Billy Stepp - Negotiator
Nathan Twitty - Negotiator

Experience (yrs)	<u>Bachelors</u>	<u>Masters</u>	<u>Masters+30</u>	<u>EDS</u>	<u>Doctorate</u>
0	33,625	36,169	38,583	39,242	42,176
1	35,886	38,847	41,530	42,168	44,734
2	36,071	39,059	41,759	42,397	44,990
3	36,310	39,316	42,045	42,693	45,290
4	36,765	39,866	42,590	43,259	45,937
5	37,296	40,497	43,261	43,871	46,539
6	37,880	41,143	43,943	44,585	47,281
7	38,448	41,787	44,595	45,269	47,938
8	39,029	42,446	45,264	45,954	48,971
9	39,585	43,064	45,932	46,627	50,027
10	40,089	43,638	46,559	47,233	50,215
11	40,684	44,273	47,243	47,879	51,281
12	41,355	44,827	47,808	48,503	51,496
13	41,764	45,492	48,516	49,163	52,601
14	42,296	46,087	49,104	49,783	52,789
15	42,883	46,726	49,779	50,464	53,921
16	42,942	46,786	49,838	50,523	54,231
17	43,206	47,077	50,139	50,863	54,692
18	43,411	47,283	50,345	51,115	55,190
19	43,504	47,375	50,438	51,505	55,693
20	43,734	47,450	50,511	51,578	56,039

STATE INCREASE @ 0%
LOCAL INCREASE = 3% on 07-08 TOTAL

Experience (yrs)	<u>Bachelors</u>	<u>Masters</u>	<u>Masters+30</u>	<u>EDS</u>	<u>Doctorate</u>
0	34,903	37,436	39,866	40,555	43,154
1	37,194	40,145	42,833	43,501	45,723
2	37,380	40,357	43,062	43,731	45,979
3	37,633	40,630	43,379	44,053	46,278
4	38,120	41,211	43,944	44,650	46,962
5	38,671	41,872	44,646	45,288	47,584
6	39,296	42,549	45,354	46,032	48,353
7	39,890	43,223	46,042	46,747	49,025
8	40,512	43,939	46,758	47,494	50,083
9	41,094	44,589	47,461	48,188	51,176
10	41,613	45,152	48,083	48,804	51,363
11	42,240	45,833	48,809	49,481	52,466
12	42,920	46,378	49,373	50,115	52,676
13	43,360	47,088	50,118	50,801	53,816
14	43,898	47,678	50,706	51,442	53,999
15	44,521	48,364	51,422	52,143	55,162
16	44,580	48,424	51,481	52,202	55,472
17	44,869	48,730	51,807	52,578	55,954
18	45,074	48,936	52,013	52,830	56,452
19	45,193	49,064	52,138	53,256	56,980
20	45,423	49,139	52,210	53,329	57,326

STATE INCREASE @ 3%

LOCAL INCREASE: 3% on total 06-07

ADMINISTRATIVE SUPPLEMENTS

Certified Systemwide Salary Schedule

System-Wide Positions (Supervising Teachers of Instruction, Attendance Teachers, Materials Supervising Teachers, School Psychologists, and School Food Service Supervisors)

State Supplement

\$20 x first 50 teachers \$1,000
Flat Rate Supplement = \$2,900 Bachelors Degree

Local Supplement

Flat rate \$2,900

Only the training acceptable for certification and shown on the license will be counted when applying salary rating.

For a supervising teacher of instruction, add \$20 for each teacher supervised to a maximum of fifty (50) teachers. Less than full-time will be reduced proportionally.

Principals Supplements

State Supplement

\$80 x first 20 teachers \$1,600

Flat Rate Supplement

High School Bonus \$3,860 + \$4,000

Middle School \$5,750

Elementary School \$5,500

\$25 per teacher for all teachers over eight (8).

Notes

“Teachers” include regular and special education, guidance, and librarians. Vocational and Title I teachers are not included. The number of teacher is determined by the payroll department before the first payroll of the year.

Cookeville High School Principal Supplement (or any Putnam County School with over 90 teachers)

Base Salary (12 months)

Over 90 Supplement: Number of teachers, administrators, and counselors over 90 x \$200; Example 30 x \$200 = \$6,000

Add Flat High School Supplement for High School Principal (\$3,860) to High School Principal Bonus (\$4,000) equaling \$7,860.

This amount does NOT include career ladder.

supplement is \$7,860, and the Career Ladder (if applicable) is \$1,000, the total annual salary is \$75,860.

Assistant Principal Supplements:

Local Flat Rate Supplement:

High School	\$3,600
Middle School	\$3,600
Elementary School	\$1,500

Educational Agreement 2008-2009 between PCBoE and PCEA signed and entered into on this date:

SIGNATURES:



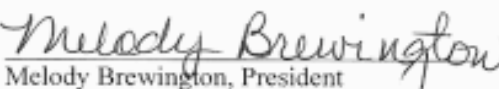
David McCormick, Chairman
Putnam County Board of Education

5-18-09
Date



Karen Dalton, Chief Negotiator
Putnam County Board of Education

5-18-09
Date



Melody Brewington, President
Putnam County Education Association

5/18/09
Date



Cindy Grissom, Chief Negotiator
Putnam County Education Association

5-18-09
Date