

**Stewart County Education Association
Stewart County Board of Education
Memorandum of Agreement**

April 2009

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Article 1—Basic Agreement Provisions

Section 1 PREAMBLE

This Agreement is made and entered into on this 15th day of May 2009, by and between the Board of Education of Stewart County, hereinafter called the "Board," and the Stewart 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 Stewart County is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

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

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

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

It is hereby agreed as follows:

Section 2 RECOGNITION

A. Unit

The Board hereby recognizes the Stewart 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 grievances of all professional employees employed by the Board, but excluding those designated by the Board as "management personnel" pursuant to TCA Section 49-5-608.

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"* shall mean any personnel employed by the Board in a position which requires a License 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. *"Teacher"* or *"Employee"* shall mean any person included in the negotiations unit. Whenever the singular is used in this agreement it is to include the plural, and references to males will include females.
3. *"Board"* shall mean the Board of Education of the Stewart County School System or its duly authorized representatives.
4. *"Association"* shall mean the Stewart County Education Association or its duly authorized representatives.

Section 3 NEGOTIATIONS PROCEDURE

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations require a free and open exchange of views by both parties. Therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with TCA Sections 49-5-601 through 49-5-613. During such negotiations the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

B. Meetings

1. No later than March 1 of the calendar year in which this agreement is to expire, either party may submit to the other written notice of its intent to negotiate a successor agreement.
2. Within five (5) working 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 ten (10) working days following the date of the request. Additional meetings, as may be necessary to complete an agreement, shall be agreed upon by the negotiations representatives.

C. Negotiating Teams

1. Neither party shall have any control over the number and the selection of the bargaining representatives of the other party. Either party may, if it so desires,

utilize the services of outside consultants, and may call upon professional and qualified lay individuals to assist it in negotiations in accordance with TCA Sections 49-5-601 through 49-5-613. The parties mutually pledge that their representatives, as defined in 49-5-602, 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

1. The Board shall furnish to the Association upon request all available information concerning the financial resources of the school system including but not limited to: annual financial reports; tentative budgetary requirements and allocations; and will send to the SCEA president agendas and minutes of all Board meetings; and upon request financial reports; school census information; names and addresses of employees; and such other information as will assist the Association in developing constructive proposals.

E. Tentative Agreement

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

Section 4 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 and to the extent such provisions do not violate state or federal law.

Section 5 ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities during those hours that school is not in session for purposes of meetings and equipment use, provided such use does not interfere with normal school operations. 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 services that occur incidental to said use. All costs will be determined jointly by the building principal and Association President.

B. Communications

The Association shall have a right to post notices of activities and matters of Association concern on employee bulletin boards, at least one (1) of which shall be provided in each system operated building in areas designed 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 inter school mail delivery system and employee mailboxes, and system email for communications to employees or members of the Association.

C. Access to Members

Association representatives and 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 normal school operations. At least one (1) day prior notice shall be given to the building principal.

D. Board Meetings

The Board will consider placing on the agenda of the regular Board meeting for consideration under "new business" any matters that are brought by the Association ; provided such matters are made known to the Director's office or Chairman ten (10) calendar days prior to said meeting. Any requests after ten (10) calendar days will be considered for placement on the agenda by the director of schools and the executive committee.

E. Exclusive Rights

The exclusive rights to negotiate and enforce a contract granted herein to the Association shall not be granted or extended to any other organization claiming to represent teachers.

Section 6 GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" shall mean any written claim by any employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; a violation of the right of the teacher or the Association to fair treatment; or a violation, misinterpretation, or misapplication of any established written policy or practice of the Board.
2. A grievant is a professional employee who is a member of the bargaining unit.

3. The term "days" shall mean any teacher work day. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.

B. Content of the grievance

The grievance shall be dated and signed by the grievant and include the date of the alleged violation, misinterpretation, or misapplication of the terms of this agreement; a violation of the right of the teacher or the Association to fair treatment; or a violation, misinterpretation, or misapplication of any established written policy or practice of the Board. A factual statement of the grievance must be included and the specific relief sought.

C. Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. When 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 employee or the Association, a grievance may be processed as follows:

Step 1: The employee or the employee and the Association shall within five (5) days of an unsatisfactory informal resolution meeting, present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, 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, including the reasons for the decision.

Step 2: If the grievance is not resolved at step 1, then the employee or the employee and the Association may refer the grievance to the Director or his/her designee within five (5) days after receipt of the step 1 answer or within ten (10) days after the step 1 meeting, whichever is the later. The Director or his/her designee shall arrange with the Association representative 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 Association shall be provided with the Director's written response, including the 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 or his/her designee's written reply, the employee or the employee and the Association 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 dated documents and forward the request to the Board of Education. The Board shall review the case and hold a hearing at the next regular meeting if requested by the employee or the

employee and the Association; and shall render a decision in writing within ten days of hearing the grievance. If the request for a board review/hearing is not made at least ten days prior to the next regular board meeting, the review/hearing will occur at the next scheduled meeting. Copies of the decision of the Board of Education shall be sent to the aggrieved employee, to the Director of Schools, and to the Association.

Step 4: If the employee or the employee and the Association is not satisfied with the disposition of the grievance, or if timelines expire with our the issuance of the Board's written reply, the grievance may be submitted by the employee or the employee and the Association to fact finding/ advisory arbitration under the *Voluntary Labor Arbitration Rules* of the American Arbitration Association. The Stewart County Education Association executive committee must approve the filing of an arbitration of any bargaining unit member. The arbitrator shall review the grievance, find facts and render a decision that shall be advisory only. The cost of the arbitration will be borne by the requesting party.

D. Representation

1. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.
2. In the event that the employee chooses not to be represented by the Association in the processing of a grievance, the grievant shall state this in writing at the time of the initial filing. The Association shall at the time of submission of the grievance to the Step 1 supervisor, or any higher level, be notified by the Step 1 supervisor in writing that the grievance is in process. The Association shall also be notified by the Director in advance of any meeting or hearing and shall have the right to be present and present its position at all hearing sessions held concerning such grievance and shall receive a copy of all decisions rendered. Any resolution of this grievance shall not be inconsistent with the terms of this Agreement.
3. When filing a grievance, the official grievance form which is can be found in Appendix G must be completed.

E. 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 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 unless specifically requested by prospective employer.

F. No Reprisals

No reprisals shall be taken by the Board or Administration against an employee because of his participation in a grievance.

G. Released Time

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his regular assignment to attend hearing(s), he shall be released without loss of pay or benefits.

H. General

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

Section 7 PAYROLL AND PAYROLL DEDUCTIONS

A. Payroll Deduction Options

1. All payroll deduction options will be made available to employees:
 - a. when initially hired
 - b. will be published in the teacher handbook at the beginning of the year

B. Deductions

The Board will provide the deductions that are currently provided. (As of July 1, 2009). See Appendix D

C. Inactive Deductions

Deductions that become inactive will be eliminated.

D. Initiating New Deductions

New deduction request may be made at any time, subject to availability as specified by programs/companies.

E. New Deductions Requirements

To add a payroll deduction that increases the number of options currently available, ten percent (10%) of employees must sign up for the deduction.

F. 403b Option

The Board will make available a 403b option.

Article II SALARY AND BENEFITS

Section 1 SALARY AND WAGES

A. Salary Schedule Appendix A and B

Increases to the salary schedules for teachers, principals and supervisors shall be as follows:

(Appendix A and B)

The salary and contribution to the medical plan for the 2010-2011 and 2011-2012 will be reopened on a yearly basis.

Equity money and/or salary increases from the state shall be bargained on a yearly basis.

Should the body empowered to appropriate funds fail to approve any appropriation necessary to the negotiated agreement the entire agreement may be renegotiated.

B. Direct Deposit

Direct deposit will be made available as an option to all employees.

C. Administrative Pay Schedules Appendix B

D. Supplemental Pay Appendix C

The supplements and supplement regulations, as listed in **Appendix C, attached**, will be negotiated yearly.

E. Pay Date

The pay date will be the 20th of each month.

F. Prorated Pay

If employees have worked less than eight (8) school days prior to August 20th, the August 20th paycheck will be based on the daily rate for days worked for each employee.

G. Holiday Paydays

Should the 20th of the month fall on a weekend or holiday, employees will be paid the last teacher working day before the weekend or paid holiday but not before the 17th of the month.

H. Retiree Compensation Package

Those employees holding a professional teaching license currently enrolled in the Tennessee Consolidated Retirement System that have been continuously employed for the five (5) years preceding retirement and have a total of 20 years service with Stewart County Schools shall be eligible for a payment of five percent (5%) of their current scheduled salary* and twenty dollars (\$20.00) for each unused sick leave day.

Upon documented proof of retirement, the payment will be made to those retiring for the first time within the scope of this contract and the payment is subject to all withholdings.

* Does not include any monies earned outside of the salary schedule. (Extended contracts, supplements, bonuses, etc.)

Section 2 INSURANCE

A. Types

The Board will make available dental/vision/disability group plans paid by the employee as an option.

B. Coverage

The Board will provide 35% (See Appendix E for amounts) of the medical plan, in addition to the state funded portion.

Article III Basic Employment Conditions

Section 1 SCHOOL CALENDAR

A. The School Calendar

The school year is defined as:

200 days which include 180 student contact days and:

- Ten paid holidays:
 1. Labor Day
 2. Veteran's Day
 3. Thanksgiving Day
 4. Christmas Eve
 5. Christmas Day
 6. New Years Day
 7. Martin Luther King Day
 8. President's Day
 9. Good Friday
 10. Monday after Easter
- Five (5) days of in-service (professional development days)
- Five (5) discretionary days
- Discretionary days and in-service days are six (6) hours
- Total stockpile of 13 inclement weather days (obtained by adding 30 minutes to each school day in excess of state requirement.)
- A teacher's school day will be seven and one half (7 ½) hours.
- Bus duty in excess of the seven and one half (7 ½) hour day shall be fairly distributed among the professional staff.

B. Changes in the School Calendar

The calendar as recommended by the calendar committee and approved by the Board will become an addendum to the current contract each year.

The Association shall have representation from each school on the school calendar planning committee.

Section 2 TEACHING HOURS AND LOAD

A. Teaching Hours

Teachers shall be expected to work a maximum of seven (7) hours and thirty (30) minutes per teaching or workday. This schedule constitutes the normal school or workday, which is to include a duty-free lunch. A ten month employee shall be employed for a maximum of 200 days which shall include ten (10) paid holidays and ten days to be used at the discretion of the Board. These ten discretionary days shall include five (5) in-service and staff development days, one (1) parent-teacher conference day, and four (4) other days as determined by the Board.

Staff development days from inclement weather stockpiled days shall count as student contact days.

B. Definitions

1. In-service education days are five (5) days required for teacher professional development.

2. Holiday days – ten days for which the teacher is paid but upon which he /she is free from work responsibilities
3. Parent-teacher conference day – one (1) or more of the discretionary days in the 200 day calendar set aside for meetings between parents and teachers to assess student progress
4. Discretionary – four (4) other days as designated by the Board upon the recommendation of the director of schools
5. Professional development stockpile days – days accumulated under the inclement weather provision of TCA 49-6-3004, (3) (e) (1) and used for teacher instruction according to a plan submitted by the director of schools to the commissioner of education. Staff development days count as student contact days.

C. Teaching Load— Average and Maximum Standards

Because the pupil-teacher ratio is an important aspect of any effective program, the Board agrees that class size should be lowered wherever possible. The Board agrees to maintain the state maximum class size and class average requirements.

		Average	Maximum class size
A.	K-3	20	25
B.	4-6	25	30
C.	7-12	30	35
D.	Vocational	20	25

The Board will provide the state minimum planning time for elementary and one (1) class period per day for middle school and high school teachers.

D. Duty-free Lunch and Planning Time

The Board shall provide teachers with an unencumbered duty-free lunch of at least the length of the student lunch period on a daily basis. The lunch period for teachers shall be free of assigned meetings, supervision of students, or other duties. Variance from this shall occur only because of emergency. Professional employees may leave the building during duty-free lunch. Employees leaving the building are to notify the office and to return in a timely fashion. Duty-free lunch is part of the regular school day.

All professional employees shall have, in addition to their duty-free lunch period, a planning period during the established instructional day for all teachers with such period being the length of the usual class period in school but not less than thirty

minutes. Planning time is part of the regular school day and should be used only for the completion of school related duties.

E. Meetings and Committees

Faculty meetings, if called, shall not exceed one (1) meeting per week and no meeting shall extend beyond the normal workday by more than one (1) hour. Faculty meetings shall not be called on Fridays or any day immediately preceding a holiday or day that teacher attendance is not required at school. Faculty meetings shall be convened and started within ten (10) minutes after students are dismissed.

The notice for faculty meetings shall be given to teachers at least two (2) days in advance. These meetings shall be limited to official school business. No faculty meeting shall be called for the sole purpose of product sales.

Teachers will not be required to serve on more than two (2) committees. They may, however, volunteer to be on additional committees.

F. Other Meetings and Emergencies

The Association recognizes the potential need for emergency meetings. Such meetings shall be called for true emergencies, and not for general information sessions, discussion, or professional development. If an emergency meeting is called and the meeting lasts one (1) hour, the meeting shall count as the faculty meetings authorized in paragraph A. All professional staff members shall attend faculty and other meetings, unless specifically excused by the building principal.

Section 3 EMPLOYEE ASSIGNMENT

A. Notification of Assignment, Reassignment or Continuation of Placement

1. Notice of non-renewal of probationary teachers for a second or third year of employment shall occur on or before April 15 in accordance with TCA 49-5-409 (b) (2).
2. A change in assignment or transfer cannot result in a teacher being assigned to a grade or subject for which he/she is not Highly Qualified.

Section 4 VACANCIES AND VOLUNTARY TRANSFERS, PROMOTIONAL POSITIONS

A. Notices of Vacancies

Notices of vacant or newly created position will be posted on the official bulletin board in each school and on the system website, stewartcountyschools.net, and sent to the Association president as soon as the director of schools is aware of the existence of such vacancies. Such notices must remain posted at least ten (10) days before the position is filled.

A description of each position as well as criteria for each position will be developed and maintained in a manual on file in each school building.

A vacancy occurring after the first day of school may be filled as a temporary position and if the position still exists, reopened before July 15 prior to the next school year.

No position shall be filled until all properly submitted applications have been considered.

B. Notice of Promotional Position

In filling such vacancies, consideration shall be given to qualified employees already employed by the Board, and when all factors are substantially equal, system seniority shall be the deciding factor.

Section 5 INVOLUNTARY TRANSFERS

A. Notice of Transfer

Notice of an involuntary transfer shall be given to an employee as soon as possible. A transfer is defined as a teacher being moved from one (1) school to another.

C. Involuntary Transfer, Reassignment and NCLB

A change in assignment cannot result in a teacher being assigned to a grade or subject area for which the teacher cannot show he/she is Highly Qualified.

Section 6 LOSS OF POSITION

A. Procedure

The parties agree that teachers may be laid off, their positions abolished, or their positions temporarily placed in jeopardy if the Board experiences:

1. A substantial increase in the operating costs of the Board.
2. A substantial decrease in revenue.
3. A substantial reduction in pupil enrollment.
4. The discontinuance of a particular type of teaching service.

B. Recall

If a loss of position is to occur the Board shall give written notification of the projected loss to the Association and the least highly qualified senior professional employee in the system that is certified to fill the position, at least 20 days prior to implementation. The notice shall include the specific reason for the proposed action.

Actual days of total service shall be used to determine the least senior employee. If two (2) or more employees have the same hiring date, the principal's recommendation shall be the determining factor.

D. Re-employment List

It is the intent of this article to always eliminate the least senior professional employee.

The Stewart County Board of Education's layoff and recall policy will follow procedure as outlined in T.C.A. 49-5-511.

Section 7 SAFETY CONDITIONS

A. General

Teachers must report problems involving the safety and health of employees, students and guests to the principal.

Employees will be made aware of updates to safety plans annually by the building principal at first regular faculty meeting.

B. Employee Protection

All parent/guardian conferences shall be scheduled at the earliest possible convenience.

All visitors who enter a school building with the intent to enter areas of the building other than the school office will be issued an identification badge through the office, and shall be required to wear said badge at all times.

C. Injury Reports

Employees must report to the principal any injury suffered during the performance of their assigned duties so that proper treatment can be administered. If the employee leaves work to seek medical attention, no leave will be attributed to that day or portion of that day.

D. Workers' Compensation

The Board shall provide workers' compensation coverage for each employee. Benefits paid shall be equal to those determined under state law. Any teacher injured at work should contact the payroll clerk for forms and information prior to submitting any insurance claim forms.

E. General Facilities

1. The Board shall provide adequate parking space.

2. The Board shall supply a serviceable desk, chair and lockable storage area for the exclusive use of the employee.

F. Assault on Employee

If an employee is injured by a student, parent or other party while the employee is properly performing their assigned duties and the injury causes an absence from work, the employee shall be entitled to workmen compensation benefits for the period of absence upon receipt of proper medical documentation. The board shall have the right to ask for additional medical opinions.

G. Reimbursement for Personal Property Damage

In the event an employee is required by the board to utilize his or her personal property at work, the Board shall assume liability for replacement value or repair, if repair is reasonable and appropriate. Employees shall keep accurate records reflecting the purchase date and price of personal property used at work. This provision does not apply to consumables or to materials used in decorating a room.

Section 8 EMPLOYEE MATERIALS

A. Materials

The Board will provide a mechanism for teacher input into selection of supplies, materials and equipment at the Center for Teaching and Learning.

Article IV LEAVES OF ABSENCE

Section 1 SICK LEAVE BANK

A. Procedure

The Board and the Association established a sick leave bank in accordance with the provisions of Tennessee Code Annotated 49-5-801 through 49-5-810.

B. Composition of Board of Trustees

The sick leave bank is governed by a group of four (4) trustees, two (2) appointed by the Stewart County Education Association, and two (2) by the Board. The Director of Schools or his designee shall act as chair.

C. Trustee Terms of Service

Trustees shall serve three (3) year staggered terms and can be replaced due to death, retirement, resignation or discontinuation of employment. The original four (4) trustees shall draw lots to determine the staggering of terms for the trustees. Two (2)

shall serve an initial three (3) year term and two (2) shall serve an initial two (2) year term. The subsequent terms for all trustees shall be three (3) years. The terms begin the August 1 after the Commissioner of Education approves the creation of the sick leave bank. Trustees are eligible to succeed themselves but must be reappointed.

Section 2 TEMPORARY LEAVES OF ABSENCE

A. Bereavement Leave

The death of a teacher's spouse, spouse's parents, child, grandchild, mother, grandmother, father, and grandfather or sibling, shall entitle a professional employee upon the completion of bereavement leave form, two (2) days of paid bereavement leave. The leave will be available during the employee's regular contract work days.

B. Professional Leave

All professional leave requests must be submitted and approved in accordance with Board policy. Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence.

Section 3 EXTENDED LEAVES OF ABSENCE

A. Educational Leave

Leave for educational improvement may be granted for a period of time up to three (3) years in duration. The leave request shall specify the educational improvement being sought, the institution being attended, and the projected date for accomplishment. During the approved leave once the employee has been without pay for one (1) full calendar month, he/she shall be allowed to maintain benefits by payment of the total cost of the insurance premium and will be billed at home each month. This benefit is available for a maximum of two (2) years. The failure to maintain course work and enrollment shall result in termination of the leave with the return date of the employee determined by the Director of Schools. The school system shall be entitled to verification of enrollment and progress toward a degree or endorsement.

B. Recuperation of Health

Leave for recuperation of health shall be granted for a period not to exceed four (4) years. This leave is unpaid unless the employee has accumulated sick leave and decides to use all or a portion of that accumulated leave. At least once each twelve (12) months the employee shall provide the Board with a statement by a treating physician; that statement shall remain confidential but is a condition precedent to continuing the leave from year to year. During the approved leave once the employee has been without pay for one (1) full calendar month, he/she shall be allowed to maintain benefits by payment of the total cost of the insurance premium and will be billed at home each month. This benefit is available for a maximum of two (2) years (49-5-702 through 49-5-705).

Extended leaves of absence shall be governed by Tennessee Code Annotated, Title 49, Section 5, Part 7.

C. Family and Medical Leave Act

This category of leave provides additional protection and compliance with the federal law of the same name. For purposes of this agreement, all federal rules and regulations are incorporated herein. Employees needing leave for recuperation of health or leave for a serious health condition shall complete the school system's FMLA leave form at the time leave is requested.

The 12-month period during which an employee is entitled to twelve (12) workweeks of FMLA leave is measured forward from the date the employee's first FMLA leave begins. An employee shall be entitled to twelve (12) weeks of leave during the next twelve (12) months after the leave begins. The next twelve (12) month period shall begin the first time the employee requests FMLA leave after the completion of the immediately previous fiscal year.

Section 4 LEAVES OF ABSENCE--RECORDKEEPING

1. Accurate accounting of sick/personal leave will be included on a monthly pay stub, one (1) month behind.
2. Individual files will be kept for each employee containing leave information.
3. The Board will provide an additional optional personal leave day that shall be the first personal leave taken each year. The employee may take the day or receive a substitute's pay, if not taken, in the last check of the fiscal year. The day must be used by May 1 based on when the last checks for the fiscal year are cut.

Article V Personnel Policies and Practices

Section 1 PERSONNEL FILES

A. Access

The Board shall grant any professional employee access to all material in his or her personnel file at any time the central office is open. The professional employee shall have the right to copy any documents in the teacher's personnel file.

B. Multiple Files

The Board may maintain only one (1) comprehensive personnel file and that file shall be located in the Director's office. A separate evaluation file will be maintained for evaluation purposes only.

C. Inspection of Files

The Board shall keep a log indicating the persons who have requested to examine the personnel file as well as the dates such requests were made.

Section 2 COMPLAINT PROCEDURE

A. Procedural Requirements

Any complaint regarding an employee's assigned and compensated duties made to any member of the administration by any parent, student, or other person, who does or may influence the evaluation or retention of an employee 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. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint. If at all possible representation shall be provided within twenty four (24) hours.

D. Meeting with Principal or Immediate Supervisor

The principal 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 by meeting with the employee only or with the employee and the complainant as determined necessary by the principal. If the complaint is not resolved at the informal step, the complaint must be reduced to writing and signed by the complainant, teacher or administrator in order to access the complaint procedure. In the event a parent, student or other complainant wishes to remain anonymous and the reason is considered valid by the supervisor involved, the supervisor will make a thorough investigation of the complaint. If he/she feels the complaint is valid, he/she will sign the material before it is placed in the file. Any complaint placed in the personnel of a professional employee shall be removed if the complaint is found to be erroneous or unfounded during the course of the complaint procedure. If a complaint remains in the personnel file, the employee has the right to attach a written explanation to the complaint. An employee has the right to request the removal of complaint materials from the personnel file after one (1) year. Requests shall be made in writing to the Director of Schools.

E. Procedures

Step 1 In the event a complaint remains unresolved to the satisfaction of all parties, the employee may request a conference with the complainant, and the principal or his/her designee 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 or administrator refuses to participate in this procedure, any and all references to the complaint shall be removed from the employee's records, regardless of location.

Step 2 The principal or Director of Schools or his/her designee, 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 Upon receipt of the written complaint the Director of Schools shall confer with all parties. The employee shall have the right to be notified of all meetings of the Director of Schools and the complainant.

Step 4 Any complaint unresolved under Step 3 may be submitted by the Association, upon approval of its executive board, or the Board to arbitration. The arbitrator shall review the issue or issues, find facts and render a decision that shall be advisory only.

Section 3 FAIR TREATMENT AND JUST CAUSE

A. Notification of Deficiencies

The Board shall require written notification to a professional employee of any alleged deficiencies related to the employee's primary assignment or extracurricular duties, with indicated and expected specific corrections, and a defined period of time to accomplish the correction of the listed deficiencies. Deficiencies may be included in evaluation documents or listed in letterform if necessary between observations and before or after the summary evaluation in any school year. Written notification may take the form of a written reprimand (defined as an admonishment put in writing) if it has been preceded by an oral reprimand (defined as a private verbal admonishment) on the same incident.

B. Right to Representations

A professional employee shall be entitled to have present a representative of the Association when the employee is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance, or during the investigation and processing of any complaint.

The entitlement to representation shall stop any meeting or action, and no further action or conversation shall be taken or pursued with respect to the employee if the employee has verbalized the need for representation, directly demanded representation or signed a statement requesting representation. Under all

circumstances it is the employee that bears the responsibility for initiating the request for representation and securing such within 24 hours.

C. Due Process

1. No employee shall be notified of a pending possible suspension, suspended with or without pay, reduced in rank, status or compensation, reprimanded, adversely evaluated, dismissed, or deprived of any professional advantage without just cause.
2. Non-tenured employees may be provided with the opportunity to improve performance and to correct professional performance deficiencies. Principals and supervisors may provide assistance through conferences, opportunities to observe experienced teachers, and attendance at workshops related to identified difficulties.
3. All information forming the basis for disciplinary action [or other actions] covered by this article shall be made available to the employee. Upon request, copies of all information shall be supplied to the employee.
4. The parties recognize the authority of the Director of Schools to contract with principals and to determine the term of a principal's contract and the duties performed during the term of the contract. Non-renewal of a principal's performance contract shall not be grievable. Upon request, copies of all performance contracts shall be made available to the Association after they are finalized.

Section 4 PERSONAL AND ACADEMIC FREEDOM

A. Personal Freedoms

The Board agrees to respect the personal lives of professional employees. Each employee's personal life shall remain private, except as it may directly prevent the employee from properly performing his or her assigned duties.

B. Classroom Expression

Pursuant to Board policy, teachers shall be guaranteed academic freedom in classroom presentations and discussions, provided the presentations and discussions are relevant to the course being taught and are age appropriate. Stewart County Board of Education policy 5.600 states regarding Academic Freedom:

The Board recognizes the right of a teacher to discuss any social, economic, or political problems as well as the right of a student to explore any field or hold any belief without interference from the teacher.

Academic freedom within the confines of state law and board policy will be guaranteed to teachers in order to create an atmosphere of freedom in the classroom. This permits students to raise questions dealing with critical issues

of the time and produces an environment conducive to the study, investigation, presentation, and interpretation of facts.

The teacher is responsible for exercising good judgment in selecting issues for discussion and must balance the relative maturity of his/her students and the students' right to know.

Section 5 STUDENT DISCIPLINE

A. Advisory Council Meeting

By April 15 the principal of each school shall meet with his/her Advisory Council to review student discipline policies and to make recommendations for changes to said policies.

B. Accountability in Discipline Policies

Schools will create a system of review and revision for current discipline policies to ensure accountability. Advisory councils will be used in this process. Each advisory council (school level) will review discipline policy and make recommendations annually.

C. Grade Sensitive

Discipline policies will be grade sensitive according to the following:

K-5, 6-8, 9-12

Article VI FINAL PROVISIONS

A. Individual Contracts

Any individual agreement or contract between the employer and an employee from date of contract ratification shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract or agreement contains any language inconsistent with this Agreement, this Agreement shall be controlling.

B. 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 immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part.

C. Statutory Savings

Nothing contained herein shall be construed to deny or restrict to any employee or the Board such rights as he/she or the Board may have under Tennessee School Laws or other applicable laws and regulations. The rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.

D. Maintenance of Benefits

Except as this Agreement shall hereinafter otherwise provide, all terms, conditions of employment, and benefits in effect at the time this Agreement is signed shall continue to be so applicable during the term of this Agreement.

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date.

E. Modification of Agreement

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter. All understandings and agreements shall be reduced to writing, signed by both parties, and made a part of this Agreement. For the duration of this contract, salary will be reopened as per page thirteen of the contract.

F. Duration

The provision of this Agreement will be effective as of 15th of May, 2009, except as otherwise provided herein, and will continue and remain in full force and effect until July 1, 2012 unless a new contract is negotiated prior to this date.

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 15th day of May 2009.

Board of Education

Board Chairperson

Board Negotiator

Education Association

Association President

Association Negotiator

APPENDIX A—TEACHER SALARY SCHEDULE

Stewart County Schools Teachers Salary Schedule 2009-10									
	BA		MA		MA + 30		EDS		DRS
Step									
0	32,400		35,640		38,232		39,852		41,472
1	33,048		36,288		38,880		40,500		42,120
2	33,372		36,612		39,204		40,824		42,444
3	33,696		36,936		39,528		41,148		42,768
4	34,020		37,260		39,852		41,472		43,092
5	34,344		37,584		40,176		41,796		43,416
6	34,668		37,908		40,500		42,120		44,388
7	34,992		38,880		41,472		43,092		45,360
8	35,640		39,852		42,444		44,064		46,332
9	36,288		40,176		42,768		44,388		46,980
10	37,260		42,120		44,712		46,332		48,600
11	37,584		42,444		45,036		46,656		48,924
12	37,908		42,768		45,360		46,980		49,248
13	38,232		43,092		45,684		47,304		49,572
14	38,556		43,416		46,008		47,628		49,896
15	39,204		44,064		46,656		48,276		50,544
16	39,528		44,388		46,980		48,600		50,868
17	40,176		45,036		47,628		49,248		51,516
18	41,796		46,656		49,248		50,868		53,136

APPENDIX B—ADMINISTRATIVE SALARY SCHEDULE

10 Month Base	=	32,400						
11 Month Base	=	35,640						
12 Month Base	=	38,880						
			MA					
MA		SUPERVISOR	ELEMENTARY AP	MIDDLE SCHOOL AP	HIGH SCHOOL AP	ELEMENTARY PRINCIPAL	MIDDLE SCHOOL PRINCIPAL	HIGH SCHOOL PRINCIPAL
INDEX		1.600	1.375	1.425	1.475	1.500	1.525	1.575
11 Months 220		57,024	49,005	50,787	52,569	53,460	54,351	56,133
12 Months 240		62,208	53,460	55,404	57,348	58,320	59,292	61,236
			MA + 45					
MA + 45		SUPERVISOR	ELEMENTARY AP	MIDDLE SCHOOL AP	HIGH SCHOOL AP	ELEMENTARY PRINCIPAL	MIDDLE SCHOOL PRINCIPAL	HIGH SCHOOL PRINCIPAL
INDEX		1.650	1.425	1.475	1.525	1.550	1.575	1.625
11 Months 220		58,806	50,787	52,569	54,351	55,242	56,133	57,915
12 Months 240		64,152	55,404	57,348	59,292	60,264	61,236	63,180
			EDS					
EDS		SUPERVISOR	ELEMENTARY AP	MIDDLE SCHOOL AP	HIGH SCHOOL AP	ELEMENTARY PRINCIPAL	MIDDLE SCHOOL PRINCIPAL	HIGH SCHOOL PRINCIPAL
INDEX		1.700	1.475	1.525	1.575	1.600	1.625	1.675
11 Months 220		60,588	52,569	54,351	56,133	57,024	57,915	59,697
12 Months 240		66,096	57,348	59,292	61,236	62,208	63,180	65,124
			DRS					
DRS		SUPERVISOR	ELEMENTARY AP	MIDDLE SCHOOL AP	HIGH SCHOOL AP	ELEMENTARY PRINCIPAL	MIDDLE SCHOOL PRINCIPAL	HIGH SCHOOL PRINCIPAL
INDEX		1.750	1.525	1.575	1.625	1.650	1.675	1.725
11 Months 220		62,370	54,351	56,133	57,915	58,806	59,697	61,479
12 Months 240		68,040	59,292	61,236	63,180	64,152	65,124	67,068

APPENDIX C—SUPPLEMENTAL PAY

2009-10 SUPPLEMENTED POSITIONS

TYPE	PERCENTAGE	# of Position s	AMOUNT		AMOUNT
DRAMA	6%	1	\$ 2,508	B. LEE	1,700
ELEMENTARY YEARBOOK	3%	2	\$ 1,296	D. LAW	850
FRESHMEN BOYS BASKETBALL		1			3,000
FRESHMEN GIRLS BASKETBALL		1			3,000
VARSITY BOYS BASKETBALL		1			6,000
VARSITY GIRLS BASKETBALL		1			6,000
VARSITY FOOTBALL HEAD COACH		1			6,000
VARSITY FOOTBALL ASST. COACH		3			3,000
Middle School FOOTBALL HEAD COACH		1			3,000
Middle School FOOTBALL ASST. COACH		2			1,400
VARSITY BASEBALL ASST. COACH		1			3,000
VARSITY BASEBALL HEAD COACH		1			4,000
VARSITY SOFTBALL ASST. COACH		1			3,000
VARSITY SOFTBALL COACH		1			4,000
HIGH SCHOOL BAND DIRECTOR		1			6,000
HIGH SCHOOL BAND ASST. Director		1			3,000
Middle School BAND DIRECTOR		0			3,000
HIGH SCHOOL YEARBOOK	3%	1	\$ 1,245	B. LEE	850
VARSITY CHEERLEADING Competitive		1			4,000
Girls & Boys Golf		1			3,000
SCHS Web Master & Tech Support		1			1,500
SCMS Web Master & Tech Support		1			1,500
NSE Web Master & Tech Support		1			1,500
DES Web Master & Tech Support		1			1,500
BOE Web Master		1			500
Middle School Basketball Boys COACH		1			3,000
Middle School Basketball Girls COACH	10%	1	\$ 4,178	K. Daniel	3,000
Middle School YEARBOOK	3%	1	\$ 1,381	W. Watson	850
Middle School CHEERLEADING		1			2,000
Middle School SOFTBALL COACH		1			2,000
Middle School Baseball COACH		1			2,000

1. Once the board has created a new supplemented position, the Association and Board will bargain the amount of pay and duties for that supplemented position.

2. Employees currently employed in supplemented positions will be grandfathered in to that supplemented position **and that position only** at the current rate of pay or may choose to receive the new dollar amount.

APPENDIX D—DEDUCTION OPTIONS

<u><i>TYPE</i></u>	<u><i>DESCRIPTION</i></u>
<u>FEDERAL INCOME TAX</u>	<u>FEDERAL INCOME TAX</u>
<u>SOCIAL SECURITY</u>	<u>6.2% OF TAXABLE GROSS SALARY</u>
<u>MEDICARE</u>	<u>1.45% OF TAXABLE GROSS SALARY</u>
<u>TCRS</u>	<u>TENNESSEE CONSOLIDATE RETIREMENT SYSTEM (5% OF GROSS SALARY)</u>
<u>HORACE MANN</u>	<u>CANCER AND DISABILITY</u>
<u>FRANKLIN LIFE/AMERICAN GENERAL</u>	<u>CANCER AND DISABILITY</u>
<u>FRANKLIN LIFE/ AMERICAN GENERAL TSA</u>	<u>TAX SHELTER ANNUITY</u>
<u>TEA DUES</u>	<u>PROFESSIONAL DUES</u>
<u>BCBS PPO CERTIFIED FAMILY (NS)</u>	<u>TAXABLE FAMILY HEALTH INSURANCE</u>
<u>BCBS PPO CERTIFIED FAMILY (S)</u>	<u>TAX EXEMPT FAMILY HEALTH INSURANCE</u>
<u>BCBS PPO CERTIFIED SINGLE (NS)</u>	<u>TAXABLE SINGLE HEALTH INSURANCE</u>
<u>BCBS PPO CERTIFIED SINGLE (S)</u>	<u>TAX EXEMPT SINGLE HEALTH INSURANCE</u>
<u>BCBS POS CERTIFIED FAMILY (NS)</u>	<u>TAXABLE FAMILY HEALTH INSURANCE</u>
<u>BCBS POS CERTIFIED FAMILY (S)</u>	<u>TAX EXEMPT FAMILY HEALTH INSURANCE</u>
<u>BCBS POS CERTIFIED SINGLE (NS)</u>	<u>TAXABLE SINGLE HEALTH INSURANCE</u>
<u>BCBS POS CERTIFIED SINGLE (S)</u>	<u>TAX EXEMPT SINGLE HEALTH INSURANCE</u>
<u>BCBS PPO NON-CERTIFIED FAMILY (NS)</u>	<u>TAXABLE FAMILY HEALTH INSURANCE</u>
<u>BCBS PPO NON-CERTIFIED FAMILY (S)</u>	<u>TAX EXEMPT FAMILY HEALTH INSURANCE</u>
<u>BCBS PPO NON-CERTIFIED SINGLE (NS)</u>	<u>TAXABLE SINGLE HEALTH INSURANCE</u>
<u>BCBS PPO NON-CERTIFIED SINGLE (S)</u>	<u>TAX EXEMPT SINGLE HEALTH INSURANCE</u>
<u>BCBS POS NON-CERTIFIED FAMILY (NS)</u>	<u>TAXABLE FAMILY HEALTH INSURANCE</u>
<u>BCBS POS NON-CERTIFIED FAMILY (S)</u>	<u>TAX EXEMPT FAMILY HEALTH INSURANCE</u>
<u>BCBS POS NON-CERTIFIED SINGLE (NS)</u>	<u>TAXABLE SINGLE HEALTH INSURANCE</u>
<u>BCBS POS NON-CERTIFIED SINGLE (S)</u>	<u>TAX EXEMPT SINGLE HEALTH INSURANCE</u>
<u>COURT ORDER GARNISHMENT</u>	<u>BANKRUPTCY</u>
<u>GARNISHMENT BY %</u>	<u>TENNESSEE STUDENT ASSISTANCE CORPORATION</u>
<u>EDUCATORS CREDIT UNION</u>	<u>DEPOSITS TO EDUCATORS CREDIT UNION</u>
<u>CONSECO INSURANCE COMPANY</u>	<u>ACCIDENT, DISABILITY, INTENSIVE CARE, LIFE, CANCER, HEARTCARE, AND HOSPITAL INDEMNITY</u>
<u>USABLE LIFE MEDICAL CARE REIMBURSEMENT</u>	<u>FLEXIBLE SPENDING ACCOUNT</u>
<u>USABLE LIFE (NS)</u>	<u>DISABILITY AND TEN YEAR TERM.</u>
<u>USABLE LIFE (S)</u>	<u>HEART, CANCER, AND ACCIDENT</u>
<u>PEBSCO/NATIONWIDE RETIREMENT</u>	<u>TAX SHELTER ANNUITY</u>
<u>FARM BUREA (NS)</u>	<u>NON-CERTIFIED RETIREMENT</u>
<u>PROTECTIVE PDO DENTAL PLAN SINGLE (S)</u>	<u>ROTH IRA, PERSONAL INSURANCE POLICIES ANNUITIES</u>
<u>PROTECTIVE PDO DENTAL PLAN SINGLE (NS)</u>	<u>TAX EXEMPT DENTAL INSURANCE</u>
<u>PROTECTIVE PDO DENTAL PLAN SINGLE + 1 DEP. (S)</u>	<u>TAXABLE DENTAL INSURANCE</u>
<u>PROTECTIVE PDO DENTAL PLAN SINGLE + 1 DEP. (NS)</u>	<u>TAX EXEMPT DENTAL INSURANCE</u>
<u>PROTECTIVE PDO DENTAL PLAN MULT. DEP. (S)</u>	<u>TAXABLE DENTAL INSURANCE</u>
<u>PROTECTIVE PDO DENTAL PLAN MULT. DEP. (NS)</u>	<u>TAX EXEMPT DENTAL INSURANCE</u>
<u>PROTECTIVE PREPAID DENTAL PLAN SINGLE (S)</u>	<u>TAXABLE DENTAL INSURANCE</u>
<u>PROTECTIVE PREPAID DENTAL PLAN SINGLE (NS)</u>	<u>TAX EXEMPT DENTAL INSURANCE</u>
<u>PROTECTIVE PREPAID DENTAL PLAN SINGLE + 1 (S)</u>	<u>TAXABLE DENTAL INSURANCE</u>
<u>PROTECTIVE PREPAID DENTAL PLAN SINGLE + 1 (NS)</u>	<u>TAX EXEMPT DENTAL INSURANCE</u>
<u>PROTECTIVE PREPAID DENTAL PLAN MULT. DEP (S)</u>	<u>TAXABLE DENTAL INSURANCE</u>
<u>PROTECTIVE PREPAID DENTAL PLAN MULT. DEP (NS)</u>	<u>TAX EXEMPT DENTAL INSURANCE</u>
<u>(NS)-NOT TAX SHELTERED</u>	<u>TAXABLE DENTAL INSURANCE</u>
<u>(S)- TAX SHELTERED</u>	

APPENDIX E—CURRENT INSURANCE PREMIUMS

2009-10 HEALTH INSURANCE PREMIUMS:

<u>CERTIFIED</u>	<u>20% EMPLOYEE</u>	<u>45% STATE</u>	<u>35% LOCAL</u>	<u>100% TOTAL</u>
<u>PPO (BlueCross BlueShield)</u>				
<u>SINGLE MONTHLY</u>	<u>\$92.11</u>	<u>\$207.25</u>	<u>\$161.20</u>	<u>\$460.56</u>
<u>FAMILY MONTHLY</u>	<u>\$229.89</u>	<u>\$517.26</u>	<u>\$402.31</u>	<u>\$1,149.46</u>
<u>SINGLE YEARLY</u>	<u>\$1,105.34</u>	<u>\$2,487.02</u>	<u>\$1,934.35</u>	<u>\$5,526.72</u>
<u>FAMILY YEARLY</u>	<u>\$2,750.70</u>	<u>\$6,207.08</u>	<u>\$4,827.73</u>	<u>\$13,793.52</u>
<u>POS (Cigna)</u>				
<u>SINGLE MONTHLY</u>	<u>\$84.42</u>	<u>\$189.94</u>	<u>\$147.72</u>	<u>\$422.09</u>
<u>FAMILY MONTHLY</u>	<u>\$210.70</u>	<u>\$474.08</u>	<u>\$368.73</u>	<u>\$1,053.51</u>
<u>SINGLE YEARLY</u>	<u>1013.02</u>	<u>\$2,279.29</u>	<u>\$1,772.78</u>	<u>\$5,065.08</u>
<u>FAMILY YEARLY</u>	<u>\$2,528.42</u>	<u>\$5,688.95</u>	<u>\$4,424.74</u>	<u>\$12,642.12</u>

2007 Dental Insurance Premiums:

Prepaid Plan

<u>Employee</u>	<u>\$8.90</u>
<u>Employee + 1 Dependent</u>	<u>\$15.78</u>
<u>Employee + 2 or More Dependents</u>	<u>\$21.70</u>
<u>Preferred Dental Organization (PDO)*</u>	
<u>Employee</u>	<u>\$17.47</u>
<u>Employee + 1 Dependent</u>	<u>\$33.15</u>
<u>Employee + 2 or More Dependents</u>	<u>\$52.61</u>

* Local Dentist are members in network

APPENDIX F—GRIEVANCE FORM

Stewart County Education Association Grievance Form

Teacher's Name _____ School _____

Teaching Assignment _____

Date of alleged violation(s) _____

Date grievance filed _____

Nature of grievance

Specific provision(s) of contract alleged to have been violated, misinterpreted or misapplied.

Specific relief sought

In the event the employee chooses not to be represented by the Association in the processing of a grievance, the grievant must indicate this choice below:

Currently, I, _____ *do not* want to be represented by Stewart County Education Association during the processing of this grievance.
