

## **INTRODUCTION**

### **ARTICLE I PREAMBLE**

This agreement is between the Obion County Board of Education, hereinafter called the "Board," and the Obion County Education Association, hereinafter called the "Association." The Board and the Association hereinafter are jointly called the "Parties."

### **ARTICLE II RECOGNITION**

The Association recognizes the Board as the legally elected representative of the people of Obion County and as the employer of the certificated personnel of the Board.

The Board recognizes the Association as the exclusive bargaining agent for professional employees of the Board with respect to salaries or wages, student discipline, working conditions, fringe benefits, insurance, payroll deductions, and leave. These employees, hereinafter referred to as "teachers," include those listed in TCA 49-5-602 (11).

Excluded from negotiations are those designated by the Board as "Management Personnel," retired teachers, substitute teachers, homebound teachers, summer school teachers, after school teachers, and contracted professionals that may be required to implement special education services or other programs authorized by the Board.

### **ARTICLE III MANAGEMENT RIGHTS**

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitations and without prior negotiations with the Association, all powers, rights, authority, duties and responsibilities enumerated in Tennessee Code Annotated and conferred upon and vested in them by the laws and the Constitution of the State of Tennessee and of the United States, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.
- B. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.
- C. In the event of a claim of misinterpretation or misapplication of this agreement, the Board and the Association agree to follow the steps outlined in the grievance procedure article of this contract (Appendix D).

## **ARTICLE IV ASSOCIATION RIGHTS**

It is recognized that teaching is a profession requiring specialized qualifications, and the success of the educational program in the System depends upon the maximum utilization of the abilities of teachers.

It is recognized that the teachers have the right of membership of any educational organization and that membership in any organization shall not be required as a condition of employment. Membership in these educational organizations will be entirely voluntary on the part of the teacher. The rights granted herein to the Association shall not be granted to any other organization claiming to represent teachers.

### **A. Use of Buildings and Facilities**

The Association shall have the right to schedule and make use of school buildings and facilities for its meetings for the purpose of conducting Association business. The use of school buildings and facilities for the purpose of social activities and other activities may be permitted with prior approval of the director of schools. The Association will reimburse the System for the cost of electricity, heat, utilities, and other costs associated with the use of buildings for other than Association business.

### **B. Communications and Telephone**

The Board will provide, in each school, a location for the Association bulletin board for the exclusive use of the Association to post notices of Association activities, professional organization materials, TEA newsletters, and other items of interest to teachers. These boards will be in areas easily accessible to employees. Materials promoting the political candidacy of any individual will not be permitted. The bulletin boards shall be purchased and maintained by the Association. The Association shall have the right to use intersystem mail and the Obion County Listserv to distribute official Association material.

## **ARTICLE V COMPENSATION**

### **A. Teacher Salary Schedule**

The Board shall adopt a salary schedule annually, which shall include an established base salary consisting of a term of two hundred (200) days for beginning licensed personnel with a bachelor's degree and zero (0) years of experience. A teacher month is defined as twenty (20) days. Ten (10) month teachers shall work a 200 day contract; eleven (11) month teachers shall work a 220 day contract; and twelve (12) month teachers shall work a 240 day contract.

### **B. Extracurricular Supplements**

Teachers involved in extracurricular duties after school, as set forth in Appendix B, shall be compensated within the provisions thereof.

### **C. Administrators' Supplements**

Administrators who are covered under this agreement shall be compensated as set forth in Appendix C.

### **D. Placement on Salary Schedule**

Each teacher shall be placed on his/her proper step of the salary schedule as of the effective date of this agreement.

### **E. Credit for Experience**

The Office of Teacher Licensing and the Office of the Director of Local Disbursements shall award each teacher full credit for allowable teaching experience and academic training as established under the State Board of Education's Rules, Regulations and Minimum Standards.

### **F. Pay Periods**

Each teacher shall be paid in twelve (12) equal installments. The first payday will be on August 25<sup>th</sup>, or the last working day prior to August 25<sup>th</sup>, of the current school year. Subsequent paydays will be on the 25<sup>th</sup> of the month or on the last scheduled workday of the month, whichever comes first.

### **G. Final Pay**

Teachers shall have the option of receiving the remaining checks due them when they receive their June payroll checks.

### **H. Substitute Teachers**

The Board shall pay for any substitutes necessary for teachers who are away from school on approved activities for the school or System. Each absence shall have the approval of the principal and immediate supervisor.

## I. Travel Expenses

Overnight travel must have prior approval by the director of schools. School personnel are encouraged to use county owned vehicles for overnight travel. If the employees choose to use their personal vehicle, reimbursement will be made for the cost of fuel. School personnel who incur expenses in carrying out their authorized duties will be reimbursed upon submission of approved vouchers and supporting receipts. Travel reimbursements will be paid in accordance with regulations and standards set by the Tennessee Department of Education, except for lodging expenses, which may be reimbursed at higher rates if pre-approved by the director of schools, and overnight travel and transportation expenses mentioned above.

Expenses for travel will be reimbursed when the travel has the advance authorization of the director of schools. The director of schools may grant this authorization without prior board action when the travel expense has been anticipated and incorporated into the operational budget of the particular program involved.

The Board shall be responsible for all expenses pertaining to staff development. Student activity funds shall not be used for this purpose. Teachers may not attend more than one meeting for staff development on regularly scheduled school days per year without prior approval of the principal and the director of schools. Employees will be responsible for making their own hotel reservations for meetings or conventions. No prepayment will be made by the system for hotel rooms or food. Reimbursement of hotel charges will be made if the receipt of the original hotel bill is received within thirty (30) days. Registration fees for the attendance of meetings and conventions will be paid by the Board of Education. It is the employee's responsibility to notify the Board prior to the approved date for refunds in the event that they are not going to be able to attend the meeting or convention for which the registration was paid.

## J. Longevity Supplement

A longevity supplement of \$225 will be paid each year to teachers with 20 – 24 years of service. When a teacher reaches 25 – 29 years of service, the supplement will increase to \$275 per year. When a teacher has 30 years or more of service, the supplement will increase to \$325 per year. Creditable service shall be based on the service that is established by the Director of Local Disbursements, as listed on the PIRS Website. Longevity supplements will be included in the December check of each year. NOTE: This section is not to be in any way construed to mean that a thirty-year teacher would receive the supplement of a 20-year, 25-year, and 30-year teacher. A teacher will receive only one (1) supplement.

## K. Delivery of Checks

Checks will be delivered to the schools on the pay dates, unless other arrangements are made.

**ARTICLE VI**  
**SURVIVOR'S BENEFITS**

If a teacher who is under contract to the Board dies, any money due the employee will be paid to the employee's designated beneficiary.

The beneficiary shall be the same person(s) designated with the Tennessee Consolidated Retirement System, unless otherwise specified by the employee.

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## **ARTICLE VII PAYROLL DEDUCTIONS**

The Board agrees to make payroll deductions from employees' wages based on the following:

1. Payroll deductions will be made for teachers' credit union, insurance, Christmas Club, tax sheltered annuities, and other deductions as previously authorized by the Board. For a deduction to be made for any of these items, there must be at least twenty (20) teachers who desire to participate and who sign up for that deduction.
2. Deductions for health insurance will be made only for the plan provided by the Board.
3. Payroll authorization for a deduction must be received in the office of the director of schools at least ten (10) days before a payroll. In the event the authorization deadline is not met, the deduction will be made from the next payroll.
4. The insurance company representative is responsible for submitting the completed payroll deduction authorization to the office of the director of schools.
5. Authorization to drop, increase, or decrease a payroll deduction must be received in the office of the director of schools at least ten (10) days prior to a payroll.

## **ARTICLE VIII DUES DEDUCTIONS**

### **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 form authorizing payroll deduction for dues. Assignment forms will be delivered to the business office of the director of schools at least ten (10) days prior to the first teacher payroll.

### **B. Regular Deductions**

Pursuant to the deduction authorization, the Board shall deduct one-tenth (1/10) of the total dues from the regular salary check of the teacher each month for ten (10) months, beginning in August and ending in May. As the only bargaining unit for the System, there shall be no other professional organizations' dues deducted.

### **C. Pro-rated Deductions**

Teachers who join after the first teacher payroll shall have their dues deductions prorated over the remaining payroll periods established above.

### **D. Duration**

Authorization for dues deductions by a teacher shall be made annually.

### **E. Termination of Teacher**

If any teacher terminates employment prior to final dues deductions, the payroll clerk shall notify the Association's treasurer in writing/email within ten (10) days.

### **F. Transmission of Dues**

All dues withheld from employee wages shall be remitted by the Board to the Association within ten (10) working days of the deduction. A list of teachers for whom deductions have been made will accompany the remittance. The Association agrees to provide the Board with any information needed to fulfill the provisions of this article.

### **G. Termination of Association Membership**

Any member who terminates OCEA/TEA/NEA membership must notify the payroll clerk and the Association's treasurer in writing prior to August 15 of the current school year. The Association shall be responsible for notifying designated individuals within the Board.

Upon presentation of proper evidence, each party agrees to be responsible for its errors in regards to dues deductions.

## **ARTICLE IX INSURANCE**

The Board agrees to provide all teachers with hospitalization insurance coverage. Each teacher shall be allowed to select one of the following options:

### A. Individual Plan

Any teacher who chooses to be covered by group hospitalization insurance will have the option of being a member of the System's group hospitalization plan. The Board will pay \$2,800 per year on an individual policy. The teacher will pay the balance of the monthly premium, which will be deducted from his/her payroll check.

### B. Family Plan

The teacher and his/her immediate family will be covered by a family hospitalization plan. The Board will pay an amount equal to the amount paid for an individual plan. The teacher will pay the balance of the premium, which will be deducted from his/her payroll check.

### C. Selection of Insurance Carriers

The state insurance plan, or a comparable plan, will be the carrier for the health insurance offered to teachers.

### D. Continuation of Hospitalization Coverage

Teachers on non-paid leave shall have the option of continuing to be participants in the System's hospitalization insurance plan by paying the total premium to the office of director of schools within ten (10) days of the billing. The teacher shall make payment with a personal check payable to the Obion County Board of Education.

### E. Section 125 Benefits

The Board will offer the opportunity to participate in a §125 Cafeteria Plan. The Board shall select the company that will administer this program.

### F. Other Insurance

The Board agrees to make available to its professional employees a dental and vision insurance program provided the Association is able to secure the participation required by the insurance carrier. The cost of these programs will be paid by the employees who participate.

## **ARTICLE X LEAVES**

### **A. General Provisions**

Teachers shall be entitled to leaves of absence for the purposes and conditions as provided in this Article. All leaves or extensions thereof shall be applied for in writing and shall be submitted as far in advance as possible. Any applications for leaves of absence exceeding thirty (30) days shall be made at least thirty (30) days prior to the leave, except in cases of personal illness, accident, or other emergency.

### **B. Family & Medical Leave**

The Board shall operate under the Family & Medical Leave Act in accordance to Board Policy 5.305, which entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave in a twelve-month period for specified family and medical reasons. The Board elects to use the fiscal year from July 1 to June 30 to define the twelve-month period.

### **C. Notice of Accumulation of Days**

The Board shall provide a list of accumulated sick leave days of all teachers with their paychecks for each pay period.

### **D. Half-Day Sick Leave**

A teacher may use one-half ( $\frac{1}{2}$ ) day or more sick leave.

### **E. Personal & Professional Leave**

In accordance with TCA §49-5-711, a teacher shall earn personal and professional leave at the rate of one (1) day per semester employed. Any personal or professional leave remaining unused at the end of a year shall be credited to the teacher as sick leave. Teachers with 15 or more years experience shall receive one (1) additional personal leave day annually, which shall be used first. If said day is not used, it shall not be credited to sick leave nor accumulate.

### **F. Jury & Legal Leave**

Any teacher called for jury duty during school hours or who is required to attend any judicial or administrative hearing shall be provided such time as is required without loss of pay or benefits. Any fees or remuneration received by the teacher for the above duty shall be remitted to the Board.

#### G. Bereavement Leave

Professional employees shall be granted three (3) days paid leave in the event of death of such employees' spouse, children, stepchildren, parents, siblings, grandparents, grandchildren, stepparents, foster parents, or parents-in-law without charge to the affected employees' accumulated leave accounts. If excess leave is used, these days will be charged to the teacher's sick leave.

#### H. Educational Leave

Educational leave, without pay, may be granted to teachers. This leave may be taken for study in another area of educational specialization. A letter of recommendation from the principal or director of schools must accompany the request to the Board for educational leaves. Requests for educational leave must be made prior to April 1 of the year prior to the year for which the leave is requested. Under special circumstances, a request after April 1 may be considered. The teacher requesting the leave must have completed five (5) full years of continuous service to be eligible. During the period of leave, a teacher may engage in remunerative employment and may accept grants and fellowships. Upon return from an educational leave, a teacher shall be entitled to a position as outlined in TCA §49-5-705.

#### I. Family Leave

All employees shall be eligible for up to one (1) year of family leave, without pay, upon approval of the director of schools. Upon returning to employment, the teacher shall return to a position at his/her former school.

#### J. Public Office Leave

A teacher may be granted a leave, without pay, not to exceed sixty (60) days for the purpose of running for a local, state, or national political office. An interim teacher will be used during the leave, and the teacher shall be entitled to return to a position at his/her former school.

#### K. Recuperation Leave

A leave of absence without pay of up to one (1) year may be granted to any teacher for the purpose of recuperation of health. Additional time may be requested.

#### L. Military Service Leave

A military service leave shall be granted in accordance with TCA §8-33-109.

#### M. Holidays

All teachers shall be granted one holiday per month worked. All paid holidays shall be designated by the Board.

#### N. Association Leave

The Board shall grant the Association up to twenty (20) days, without pay, for officers and representatives to attend conferences, workshops, conventions, and other activities of the state or affiliated organizations. The Association shall pay for substitute teachers during these absences.

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## ARTICLE XI WORKPLACE SAFETY

### Protection of Employees and Property

1. The Board recognizes a mutuality of responsibility between itself and its employees to provide a work environment which is free of unsafe or hazardous conditions.
2. Employees shall notify, in writing, the building principal or immediate supervisor of suspected unsafe or hazardous conditions of which they are knowledgeable within twenty-four (24) hours of discovery. Employees shall follow all standard rules of safety and those rules published and disseminated to all employees by the Board.
3. For its part, the director of schools shall investigate reported unsafe or hazardous conditions. The director of schools, within his/her powers, will correct the conditions which are found to be unsafe or hazardous to employees.
4. No adverse action shall be taken against any employee for reporting suspected unsafe or hazardous conditions.

## **ARTICLE XII STUDENT DISCIPLINE PROCEDURES**

### **A. Board Support and Assistance**

The Board recognizes its responsibility to give reasonable support and assistance to certified personnel with respect to the maintenance of control and discipline in the classroom.

### **B. Corporal Punishment Policy**

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

### **C. Classroom Control**

If a teacher has the approval of the principal or his/her designee, he/she may dismiss a student from class when the seriousness of the offense, the persistence of misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom detrimental to the remainder of the class. The teacher shall readmit the student upon authorization of the principal or his/her designee.

### **D. Suspension and Expulsion Regulations**

Procedures for suspension and expulsion of students from school shall be in accordance with the provision of TCA §49-6-3401 and shall be publicized by the Board each year.

### **E. Assault on Teachers**

Any assault on a teacher shall be reported to the principal immediately. Teachers are expected to exert their best efforts and professional judgment to maintain discipline in the school. If circumstances warrant, a teacher may use physical restraint to stop a fight.

A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or other violent criminal acts committed in the course of the teacher's employment activities shall receive workers' compensation or comparable benefits without loss of accumulated or granted sick, personal, or professional leave.

A signed statement listing the cause of the absence shall be provided by the employee on forms furnished by the director of schools and shall promptly be given to the immediate supervisor in support of all claims. A certificate from the physician on forms furnished by the director of schools may also be required to verify the extent of the injury.

## **ARTICLE XIII FRINGE BENEFITS**

### Planning Time and Duty Free Lunch Periods

In schools providing a lunch period for students, all teachers shall be provided a lunch period free of assigned duties. The lunch period for each teacher shall be at least the same amount of time as that allowed for students.

The Supervisor of Instruction may examine school schedules and recommend to the administration possible solutions for providing planning periods. Individual school administration and faculties will design a schedule to permit planning time subject to the approval of the director of schools.

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## **ARTICLE XIV GRIEVANCES**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A grievance is defined as a written alleged violation of a specific provision of this agreement.
2. The term “grievant” is defined as any member of the bargaining unit or the Association.
3. The term “day” shall mean weekday unless otherwise specified.

#### **B. Procedures**

Step 1: In the event of a grievance, the grievant must present, within twenty (20) days, the completed standard grievance form (Appendix D) to the building principal. The principal will arrange for a meeting to take place within five (5) days after the receipt of the completed grievance form. The grievant is entitled to have an Association representative present if requested. Within five (5) days after the meeting, the grievant and the Association shall be provided with the principal’s written response.

Step 2: If the grievance is not settled in Step 1, the aggrieved may appeal the grievance to the director of schools or his/her official designee within five (5) days after the principal’s response in Step 1. The director of schools or his/her official designee shall arrange a meeting within ten (10) days after the receipt of the appeal. Each party shall have the right to include witnesses and counselors, as it deems necessary. Within five (5) days after the meeting, the grievant and the Association shall be provided with the director of schools or his/her designee’s written response.

Step 3: If the grievance is not resolved at Step 2, the grievant may request a hearing by the Board within five (5) days after the receipt of the written decision of the director of schools or his/her official designee. The request for a hearing before the Board shall be made in writing through the director of schools, who shall attach all pertinent documents and forward the request to the Chairman of the Board. The Board shall hear the grievance at their next regular meeting. After hearing the case, the Board shall render a written decision within ten (10) days. The grievant is entitled to representation by the Association and counsel at the Board hearing. Copies of the decision of the Board shall be sent to the aggrieved party, director of schools, and the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance at step 3 or the time limits expire without the issuance of the Board’s written reply, the Association may submit the grievance to advisory arbitration under the Voluntary Labor

Arbitration Rules of the American Arbitration. The cost will be split between the Association and the Board.

C. No Reprisal Clause

The Board or administration shall take no reprisal against any employee because of his/her participation in a grievance.

D. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the participants.

When possible, teachers and administrators are encouraged to solve alleged violations of this agreement outside the grievance procedure.

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## **ARTICLE XV EMPLOYEE TERMINATIONS**

### **A. Non-Tenured/Probationary Teachers**

Employees who are non-renewed shall be given advance written notice. Receipt of this notice will be documented by the employee's signature. This process will be completed prior to April 15 of the current school year.

### **B. Tenured**

Tenured teachers shall be dismissed or suspended as provided for in TCA §49-5-501 through §49-5-515.

Employees who are terminated because of incompetence or classroom performance shall be given advance written notice of specific charges.

Prior to dismissal for incompetence or classroom performance, an employee shall be informed of deficiencies in performance as determined by evaluation.

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**ARTICLE XVI**  
**DISCIPLINE AND DUE PROCESS**

A. Disciplinary Action

Disciplinary action against a teacher shall not be arbitrary or capricious and may include, but not limited to, (1) oral reprimand, (2) written reprimand, (3) suspension without pay as outlined in TCA §49-5-511, (4) discharge of a non-tenured teacher, and (5) discharge of a tenured teacher.

B. Fact Gathering Conference

A fact gathering conference consisting of the director of schools and/or his/her designee and the teacher prior to the formal hearing to consider suspension or discharge will be conducted. The teacher shall have the right to have present witnesses and representation, as he/she may deem necessary. Following this conference the teacher who disagrees with the action shall have three (3) days to respond in writing. The director of schools or his/her designee will conduct the conference.

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## **ARTICLE XVII TEACHER EVALUATION**

The Board recognizes that the purpose of teacher evaluations is to improve teacher performance. During the first three weeks of school, teachers will be informed of the evaluation instrument and procedures to be used during the school year.

### **Evaluation**

1. Evaluations may be conducted by the building principal, assistant principal, central office supervisors, state specialists, and/or trained local evaluators.
2. Written evaluations shall be based on observations made in person. Monitoring and observation will be conducted openly.
3. Teachers shall be observed for the purpose of evaluation based on guidelines set forth by the Tennessee State Board of Education.
4. A pre- and post-conference will be held between the teacher and the evaluator for the purpose of informing the teacher of the evaluation findings and the evaluation. This process shall be completed within two weeks unless agreed upon by both parties.
5. If the teacher disagrees with the evaluation, the teacher may submit a written statement to be attached to the evaluation instrument.
6. The teacher and the evaluator shall sign the evaluation form. The teacher's signature indicates that the teacher has reviewed the completed evaluation form with the evaluator. The teacher will receive a copy of the evaluation.
7. The director of schools will appoint an evaluation review committee composed of two (2) certified employees and the Supervisor of Instruction who will serve as chairperson. A teacher who feels the evaluation he/she received is unfair may request a hearing before the committee. The committee may attach a statement of their findings to the evaluation instrument or they may conduct or cause to have conducted another evaluation. In such cases, all evaluation instruments will be placed in the teacher's file.
8. Deficiencies noted on teacher evaluations will be made known to the teacher at conferences between the teacher and the evaluator. The building principal or the immediate supervisor will offer written suggestions as to possible ways that deficiencies may be removed.

## **ARTICLE XVIII COMPLAINTS AGAINST TEACHER**

When an administrator receives a complaint about the actions of a teacher and before the administrator determines whether or not to take action with respect to the complaint, the teacher shall be advised in a confidential meeting of the nature and substance of the complaint in order to get the teacher's response. The teacher shall be entitled to Association representation at this meeting. The teacher shall be informed as to the name/names of the person/persons making the complaint.

If the complaint is to be placed in his/her personnel file, the teacher shall be given the opportunity to respond, in writing, and/or appeal the decision to the director of schools when the complaint is forwarded to the central office for filing. The teacher's response will be attached to the complaint.

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## **ARTICLE XIX PERSONNEL FILES**

### A. Definition, Content, and Use

1. A teacher's personnel file is maintained at the central office. Files are subject to employee inspection.
2. The personnel file may include, but is not limited to, a teacher's employment records, academic records, placement records, state certification, evaluation forms, disciplinary records for which the teacher has knowledge, and other employment data.
3. A teacher will be notified within one (1) business day if anyone other than school administration views his/her personnel file.
4. Members of the public may not obtain an employee's unpublished telephone number, bank account information, social security number, or driver license information except where driving or operating a vehicle is considered to be a part of the employee's duties, unless release of this information is expressly authorized by the employee.

### B. Access to Files

An employee shall have the right to review material compiled in his/her personnel file, provided that the teacher notifies the personnel clerk one day in advance. An administrator may be present when the teacher examines his/her file. No anonymous material will be placed in the teacher's personnel file.

## **ARTICLE XX LAYOFF AND RECALL**

### **A. Reasons for Layoff**

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

1. A substantial increase in the operating cost of the Board;
2. A substantial reduction in pupil enrollment; and/or
3. The discontinuance of a particular type of teaching service provided that such discontinuance is not for arbitrary or discriminatory reasons.

### **B. Layoff Procedure**

If a position is to be eliminated, the Board shall give written notice to the least senior employee in that position. Such notification shall be at least 30 days prior to the implementation date.

### **C. Recall**

1. As vacancies arise, a laid off employee will be recalled to the first vacancy for which the employee is certified with the senior employee being recalled for such vacancy first.
2. A laid off employee may refuse to accept the first offered position and still retain his/her position on the recall list; however, failure to accept a second offer relinquishes the right for recall to be considered for a future opening.

### **D. Vacancies**

NOTE: Applications shall be kept on file for a minimum of 24 months. It is the employee's responsibility to insure that the application is maintained, updated, and/or renewed as necessary.

A vacancy is the last position left unoccupied due to transfer, promotion, retirement, or creation of a new position.

1. Although employees of the System will be considered first for posted positions, the final selection of persons filling vacant positions is within the discretion of the director of schools. It will be the employees' responsibility to communicate in writing or email to the Central Office their interest in any openings.
2. A transfer is defined as a lateral move with no increase in responsibility and no increase in pay. Posting of such positions is unnecessary.
3. A promotion is defined as an advancement with an increase in responsibility and/or an increase in pay. These positions will be posted a minimum of five (5) business days on the System's website and Listserv.

4. Vacancy postings and lists shall include the date of the posting, a complete description of the position, the requirements of the position, and any special qualifications, including certification, necessary for applicant eligibility. When a vacancy is posted, that posting shall remain unchanged until the position is filled or the application period has expired without applications being received. All postings shall include the name of the person to whom the application is to be returned and the date by which the application is to be returned. If the position remains vacant, the vacancy may be reposted as a new position and the description for the new position may be different from the original posting.
5. In order for system employees to be considered for such vacancies, they must have an application on file and be properly certified for the posted position. System professional employees who are granted transfers to vacant positions may be required to complete the current school year before the transfer is effective.
6. Employees 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 of schools no later than April 1.

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## **ARTICLE XXI TEACHER DRESS CODE**

Professional dress on regular school days is business casual or better.<sup>1</sup> Business casual is defined as khaki pants, neatly pressed, and a pressed long- or short-sleeved, buttoned solid color shirt. Polo shirts are also appropriate choices. Professional dress does not include jeans, shorts, wind suits, or sweat suits. Revealing clothing is considered inappropriate. System principals will make exceptions to these professional dress guidelines for special events, field trips, etc.

Using these guidelines, the determination of the appropriateness of dress shall be left to the discretion of the school principal or immediate supervisor. He/she will counsel the individual employee regarding suitable, appropriate, acceptable, and professional dress.

Article XXI, Teacher Dress Code, shall be reevaluated during collaboration for the year 2008 – 2009 school year and shall be subject to revision in future years if either Party has concerns.

<sup>1</sup> A professional does not strive to stand out with a “cutting edge,” or trendy look, but for good judgment in a business environment.

## **ARTICLE XXII ENTIRE AGREEMENT**

This agreement constitutes the sole and entire existing agreement between the Parties in respect to salaries or wages, student discipline, working conditions, fringe benefits, insurance, payroll deductions, and leave that shall prevail during the term of this agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and the Association.

This contract is subject to amendment, alteration, or additions only by a subsequent written agreement between, and executed by, the Association and the Board. The waiver of any breach, term, or condition of the agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this agreement.

During the term of this agreement, salaries, supplements, fringe benefits, and insurance shall be negotiated on an annual basis. The Parties recognize that the reauthorized No Child Left Behind Act may require a revisiting of full articles or limited contract provisions that would not otherwise be the subject of renegotiation. The Parties agree that either Party to this agreement, with thirty (30) days written notice, may reopen bargaining to address new developments, new regulations, or solutions to problems that may be caused by implementation of the Act. Within twenty (20) days of the notice, the Parties shall meet and define the issues related to the Act.

**ARTICLE XXIII  
WAIVER**

The Parties acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the Parties after the exercise of that right and opportunity as set forth in the agreement.

If changes are made to this document, the Board and the Association agree to collaborate such changes.

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**ARTICLE XXIV  
DURATION**

The provisions of this agreement will be effective upon ratification by both Parties and will continue and remain in full force and effect from July 1, 2007, through June 30, 2010, and shall renew itself for successive periods of one (1) year or until a successor agreement is reached unless otherwise stipulated by Tennessee state law. The parties shall negotiate salaries, insurance, fringe benefits, and any revisions of Article XXI, Teacher Dress Code, during years two (2) and three (3) of this agreement.

The provisions of this agreement are pending subject to funding by the Obion County Commission.

Agreement:

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Bennett Kirk, OCEA Chief Negotiator

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Nancy Hamilton, Board Chief Negotiator

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Date

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Date