



Professional Agreement

Between

**Jefferson County
Board of Education**

and

**Jefferson County
Education Association**

2003-2006

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PREAMBLE

This agreement is made and entered into this first day of July 2003, by and between the Jefferson County Board of School Commissioners, hereafter called the "Board" and the Jefferson County Education Association, hereafter called the "Association".

Whereas, the Association and the Board recognize and declare that providing a quality education for the children of Jefferson County is their mutual aim and that the character of such education depends predominately upon the 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 the authority 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, and

Whereas, the Board retains the right to formulate policies and programs established by Title 49 of Tennessee Code Annotated, and

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

It is hereby agreed as follows:

ARTICLE I: RECOGNITION

A. Unit

The Board hereby recognizes the Jefferson County Education Association, an affiliate of the Tennessee Education Association and the National Education Association, as the exclusive representative for the purpose of collective negotiations and grievances of all professional employees presently employed or those hired during the lifetime of the contract or on a per diem or hourly basis but excluded those designated by the Board as "Management Personnel" pursuant to TCA 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 Employees" shall mean any person employed by the Board in a position which requires a certificate issued by the State Department of Education for services in public elementary and secondary schools of Tennessee, supported in whole or in part, by local, state, or federal funds.

2. "Teacher" or "Employee" shall mean any person included in the negotiating unit. Whenever the singular is used in this agreement, it is to include the plural; reference to males shall include females.
3. "Board" shall mean the Board of Education of the Jefferson County School System or its duly authorized representatives.
4. "Association" shall mean the Jefferson County Education Association or its duly authorized representatives.
5. "Management Personnel" shall mean specified individuals designated and certified as management personnel by the Board of Education during the first two months of each fiscal year.
6. "Day" shall mean the school day.

ARTICLE II: 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 49-5-601 through TCA 49-5-613. During such negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

B. Meetings

No later than March 1 of the calendar year in which this agreement is to expire either party shall submit to the other written notice of the intent to negotiate a successor agreement. Within five (5) days of the date of notice, the parties will establish a mutually convenient time and place for a meeting. The meeting shall take place no later than ten (10) days following the date of the notice. Additional meetings as may be necessary to complete an agreement, shall be agreed upon by the negotiations representatives.

C. Negotiation Teams

Neither party shall have any control over the number and the selection of the bargaining representatives of the other party. Spokespersons for both teams are the only persons allowed to offer or accept negotiated items during the sessions. Any team's members may contribute general discussion and information of substance. By mutual agreement, resource persons may be invited to address issues or provide information on negotiated items. In the event of unavoidable absence, the spokesperson may designate an alternate spokesperson. The parties mutually pledge that their representatives shall be vested with all the necessary power and authority to make proposals and counterproposals and to reach tentative agreements on items being negotiated

D. Access to Information

The Board shall furnish to the Association information concerning the financial resources of the school system, including any information of a public nature; addresses and telephone numbers of all teachers; educational background and salary schedule placement of all teachers; and other information to assist the Association in preparing constructive proposals. The Association shall request in writing information as necessary, and the

Board shall furnish such information to the Association within ten (10) or fewer days of the request. The Association shall in like fashion provide to the Board, at their request, any information related to teacher salaries, rankings, and other normative data that may be available through professional association databases that may not be available to “Management Personnel.”

E. Mediation

If reasonable efforts do not produce agreement, either party may request mediation.

F. Fact-finding / Advisory Arbitration

If the mediator is unable to bring the parties to agreement, either party may, by written notification to the other, request their differences be submitted to fact-finding advisory arbitration.

G. Continuing Negotiations

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

H. Tentative Agreement

Articles tentatively agreed to shall be reduced to writing, be agreed to in content by the recorders of each side, and be signed and dated by the negotiators. If either governing authority rejects or modifies any part of a proposed memorandum, the matter shall be returned to the parties for further negotiations. Any item negotiated by the Board and the Association, which requires funding shall not be considered binding until such time as the body empowered to appropriate funds, has approved such appropriation. In the event the amount of funds appropriated is other than the amount negotiated, the Board or its representatives and the Association or its representatives shall renegotiate an agreement within the amount of funds appropriated.

ARTICLE III: ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to use school buildings and facilities at all reasonable hours. Any equipment, including but not limited to typewriters, copying machines, computers, printers, word processors and telephones, when such equipment is not otherwise in use, shall be made available for Association use. The Association agrees that the Association shall pay for any damage to equipment used by members of the Association on business of the Association.

B. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards or in other spaces designated by the principal in each school, but not in areas open to the public or students. The Association may use the school system’s regular interschool mail delivery system and employee mailboxes for communication to employees or members of the Association.

C. Access to Members

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

D. Board Meetings

The Board shall place for consideration on the agenda of all regular and called Board meetings items brought for consideration on the Association. For items to be included on an agenda they must be received in the *Director of School's* office five (5) days prior to the scheduled date of a meeting.

E. Release Time

At the beginning of each school year, the Board shall provide thirty (30) days release time to be used by teachers who are officers or agents of the Association. Use of the days shall be left to the discretion of the Association. The Association shall pay substitute teachers who replace those teachers.

F. Exclusive Rights

The rights granted herein to the Association shall not be granted to any other organization claiming to represent teacher

ARTICLE IV: 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 under Tennessee Code Annotated Title 49, Private Acts of Jefferson County and federal laws, provided that such rights and responsibilities shall be exercised by the Board in conformity with this contract and the provisions of TCA 49-5-601 through 49-5-613.

ARTICLE V: GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” shall mean any claim by a grievant that there has been a violation, misrepresentation or misapplication of the terms of this agreement.
2. A “grievant” shall mean a teacher, a group of teachers with common concerns, or the Association filing a grievance. The Association may be a grievant, but only as to an alleged violation of one or more of the rights of the Association itself as set out in Article III and the other sections of this document. Any grievance involving a claim by an individual teacher or group of teachers, may be filed only by the individual teacher or teachers filing the appropriate grievance form. However, the Association may assist any individual teacher or group of teachers at their request in the handling of their grievance(s).
3. “Day” shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00

- a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a “day” shall be Monday through Friday excluding holidays.
4. “Immediate Supervisor” shall mean the principal for teachers and the Director of Schools for principals and supervisors not designated as management.

B. Procedures

1. Informal

The parties hereto acknowledge that it is most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. In the event that a professional employee believes that there is a basis for a grievance, he may discuss the grievance with his immediately involved supervisor within thirty (30) days after the alleged contract violation. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

2. Formal

a. Step One:

- 1) If the grievance is not resolved within five (5) days of the informal discussion, the grievant shall file the grievance in writing on the form provided in Appendix A of this agreement with the immediate supervisor, who shall arrange for a meeting to take place within five (5) days with the grievant and the Association representative (See D. Representation).
- 2) Within five (5) days after the meeting the immediate supervisor shall render a decision and provide the grievant, the Association president, and the Director of Schools with a written response and reason(s).

b. Step Two:

- 1) If the grievance is not resolved at Step One, the grievant may file, within five (5) days of the receipt of the written response or the expiration of the time limits, a copy of the grievance with the Director of Schools.
- 2) The Director of Schools shall arrange for a meeting to take place within five (5) days of the receipt of the grievance with the grievant and the Association representative (See D. Representation). Each party shall have the right to witnesses, as it deems necessary.
- 3) Within five (5) days after the meeting, the grievant and the Association president shall be provided with the Director’s written response including reason(s).

c. Step Three:

- 1) If the grievance is not resolved at Step Two, the grievant may file, within five (5) days of the receipt of the written response or the expiration of the time limits, a copy of the grievance with the Board.
- 2) The grievance shall be filed through the Director of Schools, who shall attach related documents and forward them to the Board for review at its next meeting.

- 3) After receiving the grievance, the Board at its next regular meeting or at a special meeting held before the next regular meeting shall review the grievance and hold a hearing with the grievant and Association representative (See D. Representation). Each party shall have the right to include in its representation such witnesses, as it deems necessary.
 - 4) Within five (5) days of the hearing the Board shall provide a written response to the grievant, the Association and the Director of Schools.
- d. Step Four:
- 1) If the grievance is not resolved at Step Three or the time limits expire without the issuance of the Board's written reply, the grievance may be submitted to an advisory panel. If the demand is not filed within thirty (30) days of the date of the Step three response, the grievance shall be deemed withdrawn.
 - 2) The panel shall be established within fifteen (15) days after the grievant expresses in writing to the Association and the Board his intent to pursue this course.
 - 3) The panel shall be composed of one (1) member appointed by the Association, one (1) member appointed by the Board and a third (3rd) member chosen by the previous two (2) members. The third member of the panel shall be chosen from a list of American Arbitration Association (AAA) arbitrators and shall serve as chair.
 - 4) A hearing shall take place within five (5) days after the panel is established. Each party shall have the right to include representation and witnesses, as it deems necessary. Within ten (10) days after the hearing, the panel shall submit to the grievant, the Board, the Director of Schools, and the Association President a written decision including reason(s).
 - i. Neither Board nor the grievant shall be permitted to present any evidence before the panel, which was not disclosed, to the other party at a previous step.
 - ii. The panel shall have no power to alter the terms of this agreement.
 - iii. The cost for the services of the arbitrator shall be equally shared by both parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the witnesses called by the other party or its appointed panel member.
 - 5) The Board shall at its next regular meeting or at a special meeting held before the next regular meeting consider the decision of the panel. A written statement of the Board's acceptance, rejection or modification shall be given to the grievant, Director of Schools and Association President.

C. Advanced Step Filing

1. If the grievance arises from an action of authority higher than the immediate supervisor, the grievant may present such grievance at the appropriate step of this procedure.
2. A grievance involving one or more grievant or one or more supervisors, and grievances involving an administrator above the building level may be initially filed at Step Two.
3. In matters dealing with alleged violations of the rights of the Association, the grievance shall be initiated at the level of the alleged violation.

D. Representation

4. The Board acknowledges the right of the Association to participate in the processing of a grievance at any level at the request of a teacher(s), and no grievant shall be required to discuss any grievance if his representative is not present. However, if a grievant chooses not to be represented by the Association in the processing of a grievance, the Association president shall at the time of submission of the grievance be notified in writing that the grievance is in process and shall receive a copy of all decisions rendered.
5. In a grievance where the Association is not directly involved, the settlement resulting there from shall not set any binding precedent.
6. Any resolution of the grievance shall be consistent with the terms of this agreement.

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(s), nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and prospective employer.

F. No Reprisals

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

G. 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 grievant to proceed to the next step.
3. The Board and the Administration shall cooperate in the investigation of any grievances.
4. At any level, time limits in this agreement may be mutually extended. However, the intent of this procedure is to expedite the processing of all grievances.

5. It is the mutual intent of the Board, the Administration and the Association to resolve all grievances at the earliest possible steps in the grievance procedure.
6. No grievance shall be recognized by the Board or the Association unless it shall have been presented to the appropriate level in writing within thirty-five (35) days after the aggrieved person(s) knew of the act or condition on which the grievance is based and if not so presented, the grievance shall be considered as waived.

ARTICLE VI: PAYROLL DEDUCTIONS

A. Professional Dues

1. 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 authorization for payroll deduction of professional dues.

2. Regular Deduction

Pursuant to the deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary of the teacher each month for ten months beginning in October and ending in July of each year.

3. Pro-rated Deduction

Deductions for teachers authorizing dues deductions after the date of the commencement of deductions as in Item 2 of this Article shall be appropriately pro-rated to complete payments in July. The Association shall notify the business office in writing of members added after the October enrollment and the total amount of their dues obligation.

4. Continuing Deduction – Authorization for dues deduction by a teacher “rehired” for the next year shall continue from year to year unless revoked in writing to the Association by September 30th of each year. The Association will provide to the Finance Director a list of changes in Association member’s status before October 10th of any school year.

5. Termination of Teacher

a. After Full Year of Service

Any teacher who authorizes payroll deduction of dues and subsequently terminates employment at the end of the academic year but prior to the final deduction shall have the remaining balance deducted from his final paycheck. The authorization form shall have this printed upon it.

b. Less Than Full Year of Service

Any teacher who authorizes payroll deduction of dues and subsequently terminates employment in any month prior to the end of the academic year shall have that month’s dues payment deducted from his check. The Finance Office shall notify the Association of said termination. The Association shall then file a Termination of Membership form to the Finance Office. The Association, upon notification from the Finance Office of said termination, shall advise the Finance Office of the amount of the final deduction.

6. Transmission of Dues

All dues deducted by the Board shall be remitted by check to the Association's treasurer or to the Association's bank account through direct deposit by the first banking day of the following month.

B. Other Deductions

Payroll deductions shall be made for insurance, benefits, or contributions that are available with the companies or agencies as set forth in Appendix **B** and made a part of this Agreement.

1. Companies set forth in Appendix B shall continue to be able to receive payroll deductions.
2. Other new companies or agencies desiring placement on the payroll deduction list shall be required to have twenty-five (25) participants before a new category of deduction is added to the payroll deduction list.

ARTICLE VII: SALARY AND WAGES

A. Local Salary Supplement Schedule

The local salary supplement schedule of each employee covered by the regular salary schedule is set forth in **Appendix D-1** which is attached here to and made a part of this Agreement.

B. State Salary Schedule

The State salary schedule of each employee covered by the regular salary schedule is set forth in **Appendix D-2** which is attached here to and made a part of this agreement.

C. Adjustment to Salary Schedule

1. Each teacher shall be placed on his proper step of the salary schedule as of July 1, 2003, and in accordance with Section D below. Any teacher who is employed for one hundred (100) days of the two hundred (200) day contract year shall be given cumulative credit for one (1) year of service toward the next increment step for the following year.
2. Any "salary equity" compensation received from the State during 2003-2004 compensation will be distributed to all certified positions as follows: 75% across the board; the remaining 25% indexed to all certified positions as determined by the Board and Association. Any "salary equity" dollars will not be added to the local salary schedule until such time as the "equity adjustment" is also made to the state's salary schedule.
3. The 2003 – 2004 fiscal year (FY) local salary supplements for teachers shall be increased by five percent (5%) at all levels.
4. Any contracted employee working less than a full contract (200 days) shall be paid according to the schedules in Section A & B of this article. In this case, the salary will be divided by 200 and then multiplied by the number of days worked.

D. Credit for Experience

Each teacher shall be awarded cumulative credit for allowable teaching experience and academic training as established under the State Board of Education's Rules Regulations and Minimum Standards.

E. Method of Payment

1. Pay Periods

Each teacher shall be paid in twelve (12) equal installments beginning in September and ending in August. Payment will be made on the twentieth (20th) of each month. A teacher's salary will be "direct deposited" in the bank of his choice by the Board. A teacher shall receive his statement of earnings and leave at his base school unless otherwise designated by the teacher.

2. Exceptions for New Teachers

New teachers shall have the option of receiving an "advance payment" of \$1,000 gross of their annual contract, provided the \$1,000 does not exceed the amount earned by August 20th. The remainder of the contract would be divided by (12) twelve equal installments.

3. Other Exceptions

When a pay date falls on or during a bank holiday or weekend, teachers shall receive their pay on the bank's last previous working day.

4. Summer Statement of Earnings and Leave

Each teacher's summer statement of earnings and leave shall be mailed to the address designated by the teacher.

F. Administrative Salary Schedule

1. Building Level Principals & Assistant Principals

- a. All principals and assistant principals will earn a "base salary" from the teacher salary schedule as determined by educational level and year's experience.
- b. All principals and assistant principals will be employed for an 11-month contract. The high school principal will work a twelve (12) month contract. The vocational director will work a twelve (12) month contract.
- c. The eleventh month and/or twelfth month compensation rate will be determined by dividing the 10 month salary by 200 days to determine the daily rate and the daily rate will be multiplied by 20 or 40 days. (i.e. $10 \text{ month Base Salary} / 200 = \text{Daily Rate}$ and the $\text{Daily Rate} \times 20 \text{ Days} = 11^{\text{th}} \text{ Month's Pay}$.)

- d. Each administrator will earn a “personnel supervisory supplement” that will be added to the 11 month base. The supplement will be based on the total number of FTE (full time equivalent) certified personnel and FTE classified personnel assigned to his/her school for the previous year.
- e. Principals will earn \$200 for each FTE certified personnel and \$100 for each FTE classified personnel.
- f. Assistant Principals will earn \$100 per each FTE certified personnel and \$50 for each FTE classified personnel.
- g. Principals & Assistant Principals in schools with four (4) or more athletic programs will earn an additional \$1,000 / year supplement for extra administrative responsibility related to extra-curricular events outside the regular school day.
- h. Any current principal or assistant principal who may earn less on the proposed administrative formula will be held harmless and not penalized financially. In addition, any state and/or local raise will be passed along to such individuals.
- i. Any new administrative new hire will be compensated based on the administrative formula outlined in Article VII, Section F.

$ \begin{array}{ccccccc} 10 \text{ Month Base} & + & 11^{\text{th}}/12^{\text{th}} \text{ Month} & + & \text{Personnel Supplement} & + & \text{Extra Curricular} & = & \text{Total} \\ \text{Salary} & & \text{Additional} & & \text{(Classified \& Professional)} & & \text{(as applies)} & & \text{Salary} \end{array} $

2. System Level Program Coordinators

These are positions that entail responsibilities that may involve supervision of certified and classified personnel; interfacing with other system-level and building level administrators; budgetary responsibilities; accountability issues, and managing and operating programs or systems that serve children/teachers system-wide at multiple grade levels.

- Assistant Director Exceptional Children Services (220 days)
- Special Education Coordinator – JCHS (210 days)
- Homebound Pregnancy Coordinator – JCHS (200 days)
- Reading Specialists (240 days)
- Literacy Coaches (210 days)
- Technology Educator/ Web Master (240 days)
- Family Resource Center Coordinator (220 days)
- School Psychologist (210 days)
- WIA Program Director (240 days)
 - a. The salary for these positions shall be determined by a base rate from the 10-month professional salary schedule as determined by educational training and year’s experience.
 - b. Each position will also earn extra days of salary based on the daily rate for a 200-day contract as specified for each job title.

- c. In addition, each position will receive an additional annual supplement as prescribed in the **Salary Supplement Schedule, APPENDIX C**.
- d. Any current system level coordinator who may earn less on the proposed administrative formula will be held harmless and not penalized financially. In addition, any state and/or local raise will be passed along to such individuals.
- e. Any new administrative new hire will be compensated based on the administrative formula outlined in Article VII, Section F.

G. Supplemental Pay

1. Provided by the board

- a. By definition, supplemental pay is compensation for additional time and responsibility for students, or other duties related to the operation of a sport, student activity or program. Supplements are linked to the sport, activity or program and not an individual. If the individual ceases to perform the duties of the sport, activity or program, the supplement will cease. However, if the responsibilities have been completed, the compensation would be forthcoming for that year. No individual should receive both “extended contract” funds and/or an “extra-curricular supplement” for the same responsibilities or duties.
- b. Salary Supplements paid to teachers for duties performed outside the regular contractual day shall be paid according to **Appendix C (Athletic Supplement / Vocational / Academic Supplements / Miscellaneous)** that are attached here to and made a part of this agreement.
- c. The teacher who may be requested to use their automobiles in the performance of their duties and itinerate teachers, who serve students in more than one school, shall be reimbursed at a rate no less than the Board approved rate for travel.

2. Provided by the individual school

- a. Teachers who supervise school ball game, other athletic events, or school-sponsored dances shall be given the opportunity to volunteer. If insufficient volunteers are identified, the principal will use a fair and equitable means to assign teachers to these duties. Teachers who serve as volunteers or serve, as an assigned duty shall be compensated no less than \$20 per event.
- b. Administrators and teachers who may be requested to use their personal automobiles in connection with school related activities should be reimbursed by the school at a rate no less than the Board approved rate for travel.

ARTICLE VIII: INSURANCE

A. Employee Health Insurance

The Board shall provide the state group LEA insurance program (Teacher Plan) for all full-time employees covered under terms of this agreement. The Board shall pay 100% of the cost (the individual rate) for each full-time employee covered by the terms of this agreement.

B. Employee Life Insurance

The Board shall provide \$20,000 of term life / ADD insurance coverage for each full-time employee covered by this agreement. The Board will pay the (individual rate) for each full-time employee covered by this agreement. Employees shall have the option to purchase additional coverage under this plan.

C. Insurance Advisory Committee

The Board and the Association agree to establish an Insurance Advisory Committee that shall meet as needed to review the school system's insurance programs. The committee will consist of six (6) individuals, three (3) appointed by the Board and three (3) appointed by the Association. Either the Board or the Association may activate the committee. The committee shall advise the Board and the Association on changes in insurance providers, policies, procedures and benefits.

D. Health & Life Insurance for Teachers who Retire

The Board agrees to pay 100% for the current individual plan of health insurance benefits for all employees who retire with the minimum of thirty (30) years experience in the TCRS (Tennessee Consolidated Retirement System) or at sixty (60) years of age. This benefit will terminate when the retiree is eligible for Medicare benefits. For employees meeting the minimum thirty (30) year or sixty (60) year age criteria, the Board will also provide (until age 65) \$5,000 in term life. To be eligible for these insurance benefits, the employee shall have been employed by the Jefferson County School System for a minimum of ten (10) years. The last five (5) years must have been in continuous service to the school system at the time of retirement. To be eligible, an employee must notify the Director of Schools by April 1st of the year of retirement. If this benefit is terminated for any reason, those already retired and receiving the benefit will not be affected. If the benefit is terminated in any given fiscal year, those who retire by June 30th of that fiscal year shall be entitled to the retirement insurance benefit if they meet the eligibility criteria.

E. Dental and Vision Insurance

The Board shall provide a dental and vision insurance plan for all full-time employees. The Board will pay \$200 toward the annual premium for each full-time employee covered by the terms of this agreement. Employees shall have the option to purchase additional coverage under this plan.

F. Cafeteria Plan

The Board shall make available a Section 125 of IRS Code premium payment benefit plan to all employees who wish to participate. This plan shall include benefits for no less than dependent care, medical reimbursement and premium payment. The Board

and the Association shall agree on the selection of the carrier according to the recommendation of the Insurance Advisory Committee.

ARTICLE IX: IDENTIFICATION CARD

The Board shall provide each employee a non-transferable photo ID card. The ID card will display the name of the employee, his photo, work assignment and school or work site name. This card will serve to admit only the individual employee to school sponsored events at the various schools within the Jefferson County School System. ID Cards will be made for new hires each year at the beginning of school during the pre-school in-service days at a specified location in the Jefferson County High School. ID card re-makes for employees who have lost an ID or who may have transferred to a new location may also be made by contacting the High School Administration to arrange a time for the re-make. A nominal fee may be charged for re-makes of lost or damaged cards.

ARTICLE X: TEACHING HOURS AND LOAD

A. The School Day

The maximum length of the teacher's contractual workday shall be seven and one-half (7 ½) hours.

B. The School Calendar

The annual school calendar is the prerogative of management and will be developed through a committee process under the direction of the Director of Schools. The Director of Schools will allow the Association to select three Association members for the committee, representative of each major instructional level: elementary, middle, and high school.

C. Preparation Time

Each principal in constructing the school's "master schedule" shall make every effort to provide up to one hour (1) of daily planning time for each teacher serving the school. The principal should design each school's "master schedule" with input from the school's Department Heads, Grade-level Chairperson, and Special Area Teachers. The principal is responsible for the final decisions forming the master schedule.

D. Duty-free Lunch

All certified employees covered by this agreement shall have a duty-free lunch period equivalent to the student lunch period. Duty-free lunch shall be granted in accordance with Tennessee Law and applicable State Department of Education Rules, Regulations and Minimum Standards.

E. Faculty and Professional Meetings

Teachers may be required to remain after the 7.5-hour workday for the purpose of attending faculty or other professional meetings deemed necessary by the administration. Such meetings shall begin within 10 minutes of the time all students are dismissed. Meetings should last no more than one (1) hour. Principals shall

provide an agenda for each faculty meeting. Teachers shall have the opportunity to suggest items for the agenda except for called emergency meetings.

F. Inclement Weather

When school convenes late or dismisses early due to inclement weather or other emergency conditions, teachers shall be required to report as directed by the administration to ensure the safety and well being of students. If the school runs a predictable late start such as a “snow schedule” the teachers will be required to arrive no more than thirty (30) minutes before students, nor remain longer than thirty (30) minutes following student dismissal. The exception to the thirty-minute clause will be for teachers serving for bus duty.

ARTICLE XI: EMPLOYEE SAFETY

- A. It is the policy of the Board that personnel employed by the Board shall be provided with a safe and secure workplace. The Board shall have no tolerance for threats, intimidations, harassment or acts of physical violence, whether done by employees, students, parents, or visitors to the schools.
- B. The possession of any weapon, the use of vulgar and offensive language, threats of physical harm, intimidation, harassment or acts of physical violence shall not be tolerated. The Board shall take appropriate corrective action including disciplinary measures to remedy all violations of this article.
- C. When an absence from work arises out of an incident of workplace violence, the employee shall be entitled to leave as provided through Workman’s Compensation. The Board shall give full support, including legal and other assistance, for any assault upon a teacher while the teacher is acting in the discharge of his duties.
- D. A teacher may within the scope of his employment and the provisions of the Board’s **Student Code of Behavior and Discipline**, use and apply such amount of force as is reasonable and necessary to quell a disturbance that threatens physical injury to the teacher or others, to obtain possession of weapons or other dangerous objects upon the person or within the control of the student, or to insure personal safety.
- E. The School System’s current **Student Code of Behavior and Discipline** is available to all parties as a part of the Board’s web-based “On-Line Board Policy Manual” and may be accessed from the School System’s home web page. In addition, two (2) hard copies of the Board’s Student Code of Behavior and Discipline shall be placed in each school; one (1) copy in the principal’s office and one (1) copy in the library/media center. If a conflict exists between the hard copy and “On-Line Policy” language, the on-line policy will supersede all others.

ARTICLE XII: TEACHER MATERIALS

A minimum of ninety-five dollars (\$95) shall be allocated to each K-3 teacher for instructional materials and supplies. Teachers in grades 4 – 12 shall receive eighty (\$80). This is an amount in addition to State mandated allocations of \$100 per teacher, plus an additional \$100 per teacher of pooled monies.

ARTICLE XIII: IN-SERVICE EDUCATION

The Instructional and Professional Development Committee of the Association shall serve in an advisory capacity to the Central Office administrator responsible for professional development and in-service planning. The IPD committee shall make recommendations pertaining to workshop topics, dates, consultants and other options.

ARTICLE XIV: CURRICULUM DEVELOPMENT

The Board will provide access to the State Curriculum frameworks through the school system's web site. In addition, the Board will maintain a committee structure to continually review curricular changes and update the local curriculum framework available to teachers on the school system's web site. The Association's Instruction and Professional Development committee will serve in an advisory capacity to administration in monitoring and maintaining curriculum standards.

The Association will actively encourage all teachers to regularly review the on-line State and local curriculum standards for their grade level and/or course content. The Association will encourage teachers to modify their course content and teaching strategies based on the most current curriculum standards.

ARTICLE XV: SICK LEAVE

Definition

Sick leave shall mean leave of absence because of illness of a teacher from natural causes or accident, quarantine or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law. Upon written request of the teacher accompanied by a statement from her physician verifying pregnancy, any teacher who goes on maternity leave shall be allowed to use all or a portion of her accumulated sick leave for maternity purposes. Teachers shall be allowed sick leave in one-half (1/2) day increments.

A. Allocation

A teacher in need of sick leave shall be allowed to use unearned sick leave up to the number of days which such a teacher may accumulate during the remainder of the school year in which he is employed. A teacher shall be credited with ten (10) days of sick

leave, one for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. When a teacher reports for duty, sick leave shall be available immediately. Whatever portion is used shall be charged to his annual sick leave.

B. Transfer of Sick Leave

The Board may grant to any employee upon his employment or reemployment the accumulated sick leave earned from previous employment in a Tennessee School system; any other department or institution of Tennessee or any state college or university as prescribed in TCA 49-5-710.

C. Reinstatement of Sick Leave – If an individual has been a participant in the Sick Leave Program of any Tennessee agency, office, or department and becomes a teacher within two (2) years of leaving the former State agency, he shall be allowed to convert all accumulated sick leave to the teacher sick leave program as prescribed in TCA 49-5-710.

D. Sick Leave Exit Option

As an incentive for teachers to maintain consistent and regular attendance and thereby improve the quality and consistency of instruction, the Board shall offer a financial incentive for accumulated sick leave.

This incentive becomes an option only after ten (10) consecutive years of service in the Jefferson County School System. If a teacher retires, transfers to another system or otherwise leaves the school system in good standing, the individual may apply for an incentive of twenty-five (\$25) for each accumulated day of sick leave. The incentive payment would be made in one lump sum payment and subject to standard payroll procedures for any state or federal income tax, social security, and Medicare. The teacher must file the “Application for Sick Leave Incentive” (See Appendix E) with the Director of Schools by April 1st of the year he intends to retire or leave the system. Failure to file the above form by the April 1st deadline will cause forfeiture of the sick leave incentive.

ARTICLE XVI: SICK LEAVE BANK (See APPENDIX I)

The Board and the Association recognize the Sick Leave Bank that will operate according to the provisions of the Tennessee Code Annotated, section 49-5-801 and adopted guidelines.

ARTICLE XVII: SHORT-TERM LEAVES OF ABSENCE

A. Personal Leave

1. At the beginning of each school year, each teacher shall be credited with three (3) days leave to be used for personal business. Teachers with fifteen (15) or

more years of creditable teaching service will earn an additional one (1) day of personal leave

2. A Personal Leave Day may be used for any purpose at the discretion of the teacher; however, a teacher planning to use a Personal Leave Day, or days, shall notify his immediate supervisor at least one (1) day in advance, except in cases of emergency.
3. Each teacher shall arrange and schedule his Personal Leave days to avoid their use during the last five days of a semester, except as outlined in TCA 49-5-711.
4. Claims of less than one-half (1/2) day will not be approved.
5. Day one (1) of the three annual leave days and day two (earned by those identified in Section A-1 above) is provided by the local Board and must be used during the school year. This day may not be accumulated, accrued, transferred or exchanged. Day one (1) and/or day two of a teacher's personal leave is always designated as the "local day." Up to two (2) States approved Personal Leave days remaining unused at the end of the year shall be credited to the teacher's Sick Leave (TCA 49-5-711).
6. Personal Leave days shall not be cumulative, except as outlined in Section A.5. above.

B. Bereavement Leave

Full-time school employees shall be granted three (3) days of paid leave in the event of death of employees' spouse, children, stepchildren, parents, siblings, grandparents, stepparents, foster parent, or parent-in-law without charge to the affected employees' accumulated leave accounts.

Bereavement leave days cannot be added to accumulated leave nor is it intended to increase the total number of leave days as prescribed in section A. 1 of this Article.

C. Professional Growth Leave

1. Professional Growth Leave will be granted with full pay for educational purposes including, but not limited to:
 - (a) Visiting other educational facilities and programs.
 - (b) Attending conferences, workshops and seminars
2. A teacher requesting Professional Leave shall make the request at least one (1) week in advance to receive approval.
3. Each school shall be allotted days equal to one-third (1/3) of the number of certified teachers in that school. In no case shall the number of days be fewer than ten (10). The principal of each school shall be responsible for approving leave from this allotment. Professional Leave exceeding the building allotment may be approved by the Director of Schools.

D. Jury and Legal Leave

Any teacher called for jury duty during school hours or appearing in court as a witness or defendant in criminal or civil cases on behalf of the school system shall be provided such time with no less pay and/or benefits. Upon prior notification to

the immediate supervisor, Jury and/or Legal Leave shall be granted in the same manner as Personal Leave. If an employee is paid for jury duty by the court, the amount of compensation by the court will be turned in to the Jefferson County School System.

E. Association Leave

No fewer than thirty (30) days shall be available for representatives of the Association to attend conferences, conventions or activities of the local, state, and national affiliated organizations. Substitute teachers who replace those teachers shall be paid by the Association. Upon prior notification to the immediate supervisor, Association Leave shall be granted in the same manner as Personal/Professional Leave.

F. Other Temporary Leaves of Absence

Short-term leaves of absence may be granted by the Director of Schools and are subject to the same conditions as apply to personal leave. Such leave may be subject to Board approval.

G. Fees, Remuneration or Compensation

Any fees, remuneration or compensation the teacher receives while on a short-term paid leave of absence, exclusive of reimbursement for expenses, shall be turned over to the Jefferson County School System.

ARTICLE XVIII: EXTENDED LEAVES OF ABSENCE

A. Types of Leaves

1. Any person holding a position, which requires a teacher's license, shall be granted leave for military service, legislative service, maternity, adoption or recuperation of health. Leave may also be granted for educational improvement or other sufficient reason as approved by the Director of Schools. Under such leave, the employee does not forfeit accumulated sick leave or tenure status. Under "paid leave" fringe benefits remain in place during the leave period. If the leave is "unpaid leave," insurance benefits may be maintained, but at the expense of the employee as outlined in Section "C" of this Article.
2. All leaves, except military leave, shall be from a date certain to a date certain; however, any leave may be extended to a later specified date upon written request from the teacher and approved by the Director of Schools.
3. Part-time leaves may be granted upon written request with the prevailing conditions outlined in the request. The Director of Schools must approve the part-time leave and the Board informed of the request.
4. Paid leave for Military Leave will be granted to members of any reserve unit of the armed services for a period not to exceed fifteen (15) working days in one (1) calendar year. If called to "active duty," beyond the 15 days, unpaid leave will be extended as needed. On returning from "active duty" veterans

and reservist shall be restored to changes in seniority, raises in pay, etc. which the individual would have automatically received had his employment not been interrupted by military service. Tenure status will be considered if military service interrupts the third (3rd) year of teaching.

5. Legislative Leave shall be granted for whatever period may be required, but shall not be granted for more than any portion of four (4) calendar years without the consent of the Director of Schools and Board approval. Legislative Leave is unpaid leave, but maintains tenure and accumulated sick leave. Other health or life insurance benefits may be maintained at the employee's expense.

B. Procedures for Requesting Extended Leave

1. Requesting Extended leave
 - a. All leaves shall be requested in writing at least thirty (30) days in advance of the leave date on forms adopted by the Board.
 - b. The thirty-day notice may be waived or reduced by the Director of Schools.
 - c. The Letter of Request shall require, but not be limited to:
 - 1) A description of the type of leave requested
 - 2) Requested dates for beginning and ending the leave
 - 3) A statement of intent to return to the position.
2. Extending an Extended Leave
The procedure for extending a leave and the conditions under which a leave may be extended are the same as those used when originally requesting and granting the leave.

C. Approval of extended Leaves

1. Each request for leave must be acted on by the Director of Schools and recorded as a point of information at the next regular Board meeting.
2. The Director's action on the leave request, including the beginning and ending dates for which the leave is granted, will be given in writing to the applicant within five (5) working days of receipt of the leave request form.
3. Nothing contained in this section shall be construed to require the Board to pay such teacher during such leaves of absence.
4. Any teacher on Board approved non-paid leave of absence shall be allowed to continue insurance at his own cost if available through the insurance program.

D. Notification of Return From Extended Leaves

Any teacher on leave shall, at least thirty (30) days prior to the leave's ending date, notify the Director of Schools in writing of his intent to "return" or "not return" to the position from which he is on leave. Failure to render such notice may be considered a breach of contract.

E. Return

Positions vacated for less than eighteen (18) months by teachers on leave shall be filled with an interim teacher for such time as the teacher is on leave. Upon return of said teacher within the eighteen (18) months, the interim teacher shall relinquish the position and the teacher shall return thereto. If the leave exceeds eighteen (18) months, the teacher shall be placed in the same or a comparable position upon return from leave.

F. Other Extended Leaves – Good Cause

Written request for other extended leaves of absence will be submitted to the Director of Schools, who will refer such request with his recommendation to the Board for final action. Such leaves shall be granted in accordance with Section C above.

ARTICLE XIX: WORKMAN’S COMPENSATION

A. The Jefferson County Board of Education maintains adequate workers’ compensation coverage according to state statutes as prescribed in Board Policy 3.602 and TCA 50-6-108 and TCA 50-6-204.

B. In order to qualify for benefits under this article, a teacher must give written notice and account on the day of the accident to his immediate supervisor. Claim forms are available in each local school. If the teacher is prevented from giving such notice by disability incurred in the accident, the notice shall be given as soon as possible.

C. Workman’s Compensation is an employer / employee insurance designed to prevent a total loss of income as well as make medical payments for workplace injuries received by an employee. It also assists the employer with liability issues for work place injuries. A general information brochure is attached to this document in **Appendix H**. Additional benefits information is available at the following website: <http://www.state.tn.us/labor-wfd/wcpublications.html>.

D. Workplace injuries resulting from acts of violence on a teacher, either directly or indirectly, while the teacher is acting in the discharge of his duties will follow the guidelines for workman’s compensation.

ARTICLE XX: TEACHER EVALUATION

The Jefferson County Board of School Commissioners agrees that tenured and non-tenured personnel shall be evaluated according to the applicable state law. It is agreed by the Board and the Association that teacher evaluation is a tool to assist teachers in professional growth and improvement of instruction while providing for monitoring and accountability of professional personnel.

Local evaluations will be conducted using the revised State Model that was adopted by the State April 23, 1997 and implemented the fall of 1999 in Jefferson County. All principals, assistant principals and supervisors must be trained in the model prior to its use in evaluation. Teachers may access all components of this model at the State Department's IPD web site: <http://www.k-12state.tn.us/ipd/>.

Each principal shall hold an orientation by the end of the first twenty (20) days of school for those teachers who will be evaluated that school year. Teachers will be provided copies of the evaluation model at the orientation.

ARTICLE XXI: PERSONNEL FILES

A. Definition

Personnel files shall be:

1. The administrative file kept in the Central Office and containing all information regarding employment records. As prescribed by EEOC and OCR guidelines, any personal health related records will be maintained in a separate file in the Central Office.
2. The employee evaluation and performance file kept at the teacher's base school and containing evaluations, letters of commendation, letters of reprimand or other performance reports.

B. Contents

1. No grievance materials shall be maintained in personnel files.
2. Other than routine employment data, all material placed in personnel file shall be signed and dated by the author.

C. Maintenance

1. An employee shall be notified of any negative or derogatory material at the time it is placed in his personnel file. He shall also be given an opportunity to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
2. After five (5) years, any derogatory materials will be removed from the employee's evaluation and performance files maintained at the school site.

D. Access to Files

Each employee shall have access at reasonable times to his personnel files. Recommendations, academic credentials and related documents received at the time of employment are specifically exempt from such review. Upon payment of reasonable compensation employees may request and receive copies of specific documents, not to be inclusive of materials mentioned previously.

E. Use of Files

The Board shall not base action against a teacher on materials placed in the personnel files in any manner, which contradicts procedures in this article.

ARTICLE XXII: COMPLAINTS

Every effort will be made to resolve all complaints in a verbal discussion. Any unresolved complaint regarding a teacher must be placed in writing. All written complaint regarding a teacher that may be used in any manner in evaluating a teacher shall be investigated within ten (10) working days. If the complaint is not resolved as a result of conferences among the complainant, the teacher, and the principal and any derogatory material resulting from the complaint is placed in the teacher's personnel file, provisions of ARTICLE XXI: PERSONNEL FILES shall be followed. If the complainant refuses to participate in this procedure, the complaint shall be considered invalid.

ARTICLE XXIII: FAIR TREATMENT

A. Notification of Deficiencies

In recognition of the intention to improve education in Jefferson County, the Board and the Association agree that deficiencies in the performance of professional duties and instructional responsibilities should be brought immediately to the attention of the person who is remiss. That person shall be notified in writing within five (5) working days by his immediate supervisor. *The notification may take the form of* The Framework for Evaluation and Professional Growth, a letter of reprimand, or other good documentation. The written notification should specify the expected correction, direction and/or assistance for removing or eliminating the deficiency, and a reasonable timeline for correction or improvement to occur.

B. Right to Representation

Whenever a teacher has a scheduled meeting with one or more administrators with regard to criticism, warning, reprimand or disciplinary action, the teacher shall have up to five (5) working days preparation time and the right to have a representative of the Association present. If a representative is not available at the end of the five (5) day period, the meeting should progress with the administrator, the teacher, and a third party agreeable to both the teacher and administrator.

C. Due Process

No tenured teacher shall be suspended or discharged without sufficient cause. No teacher shall be suspended, disciplined, reprimanded, adversely evaluated or deprived of any professional advantage without sufficient cause. All information and reasons for any action stated in 1 or 2 above will be made available in writing to the teacher except in the case of a verbal reprimand.

D. Recommendations

If a teacher with a satisfactory evaluation is terminated solely due to a drop in enrollment, the teacher's recommendation to all prospective employers shall reflect this reason.

ARTICLE XXIV: NON-DISCRIMINATION

The Association and the Board agree that there shall be no discrimination in the hiring, assignment or transfer of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, age, sex, political affiliation or handicap. Further, there shall be no discrimination or reprisals against any employee because of his Association involvement, participation in collective professional contract negotiations or grievance processing.

ARTICLE XXV: PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal and private life style and citizenship rights of an employee are not a concern of the Board except when same shall be deemed in conflict with existing law or Board Policy, Staff Student Relations – 5.610.

B. Academic

It is the policy of the Board of Education to maintain and encourage full freedom within the realm of inquiry, teaching, and research. In the exercise of this freedom, the teacher may discuss controversial issues that are consistent with state and local curriculum guidelines based on student needs and/or at a level of sophistication appropriate to the maturity of the student. If a teacher has any doubt as to the appropriateness of discussing certain issues he should consult the principal or other administrative personnel prior to initiating the topic with students.

ARTICLE XXVI: COUNCILS AND COMMITTEES

A. Educational Advisory Committee

The Board will recognize an Educational Advisory Committee composed of representatives from each school site. Their respective faculty will elect EAC members the first week of each school year. The ratio of EAC representatives in school will be 1 / 25 per instructional staff member. Each school's EAC members will work with the principal to:

1. Maintain a parity of Association representation on all SACS and SIP committees.
2. Serve as a collection point for staff concerns.
3. Provide input and offer constructive recommendations to the principal on how to address needs and or concerns related to staff, students or programs.

B. Meeting Schedule

The Association President and the Director of Schools may mutually agree to schedule meetings whereby the DOS or his designee will meet with all EAC representatives. The Council will meet at least twice each year, but no more than quarterly. The purpose of such meetings will be to open lines of communication and address major

system-based concerns and/or receive positive recommendations on how to address system-wide issues.

The agenda for such meetings:

1. Will be based on items or topics that have been submitted in writing to the DOS at least one week prior to the meeting.
2. Will allow for an oral exchange of ideas and opinions from the EAC representatives and the DOS
3. Will address issues that impact system level issues.
4. Will not address building level concerns that can and should be addressed by building level administrators or school based committees.

ARTICLE XXVII: PROFESSIONAL GROWTH

A. Professional Growth Statement

The Board shall make no requirements for professional growth in addition to those required by the State Board of Education for re-certification, with the exception of those teachers employed at schools affiliated with the Southern Association of Schools and Colleges; every professional employee is encouraged to grow professionally by increasing their knowledge and expertise in the following areas:

- **Subject or Academic** Discipline knowledge
- **Meeting requirements for “highly qualified”** - No Child Left Behind criteria
- **Student management skills**, motivational strategies, learning styles, multiple intelligence
- **Instructional Strategies** appropriate to their student’s instructional level(s) and strategies for exceptional needs students
- **Integration of technology** into instruction

B. Professional Growth Incentive

To encourage beginning or experienced teachers toward professional growth the Board will offer a professional growth financial incentive for up to fifty (50) teachers per year who take graduate level academic course work targeting any of the growth areas listed in Section A of this Article. The incentive would reimburse teachers on a cost basis up to an amount equal to \$600 per year. If teachers elect to take PRAXIS Exams to meet the NCLB “highly qualified” requirements, the system would reimburse the cost of study materials and testing fees.

To qualify for the incentive, the teacher must meet these conditions:

1. Be currently employed by the Jefferson County School System with two (2) or more years experience in the Jefferson County system.
2. Be currently licensed by the state of Tennessee for the area in which they are teaching.
3. Complete a **Professional Growth Incentive Reimbursement Form** and submit it to the Director of School’s office no later than January 31st of the school year in which they expect to complete the course work or PRAXIS examination.

4. For course work or PRAXIS exams completed in the fall term (December) reimbursements will be made in January. For course work or PRAXIS exams completed in the spring or summer terms, reimbursement will be in August.
5. Submit a credit or grade report to the Director upon completion of the designated course or satisfactory documentation for expenditures related to completion of the PRAXIS examination in meeting the “highly qualified” requirement.

ARTICLE XXVIII: POLICY MANUAL

The Board maintains the Board Policy Manual as an on-line web-based document. The Policy Manual is available on the School System’s Home Web Page located at the following address: <http://jc-schools.net>.

ARTICLE XXIX: RETIREMENT

No certificated employee shall be involuntary retired before July 1 following his seventieth (70th) birthday.

ARTICLE XXX: EARLY RETIREMENT INCENTIVE

A. Incentive Benefits

1. Employees participating in the Early Retirement Incentive Program shall receive:
 - a. \$9,000 in two equal payments, or
 - b. \$10,500 in three equal payments.
2. Benefits shall be paid each June following retirement until the above balance is paid.
3. Participation in the program is voluntary.

B. Eligibility

1. Employees are eligible to retire under this program only in the school year they reach age sixty (60) or have thirty (30) years of creditable service, which is recognized by the Tennessee Consolidated Retirement System (TCA 49-2-203), and have a minimum of ten (10) years employment in the Jefferson County School System.
2. Only current employees who meet the eligibility requirements may apply.
3. Applicants must apply by April 1 of the school year in which they intend to retire. Failure to apply by the April 1 deadline will forfeit the right to retire under this program.
4. Employees electing to retire under this program may be considered for future employment in Jefferson County Schools as permitted under the guidelines of TCA and the regulations of the Tennessee Consolidated Retirement System.

C. Notification

1. The Director of Schools will notify in writing any employees eligible for the retirement incentive by October 1 of the school year in which the employee becomes eligible. Failure to receive notification shall not prevent the employee from participating in the program.
2. It is the responsibility of the eligible employee to file his notification of intention to retire on the **Early Retirement Incentive Program Application** Appendix G on or before April 1 of the year in which he intends to retire.

D. Survivorship Payments

If a retired employee dies before receiving all of the benefits agreed to, a lump sum payment equal to the balance of the benefit shall be paid to the designated beneficiary. Such beneficiary shall be noted on the Survivorship Designation form completed and filed with the Jefferson County Board of Education.

E. Duration

This article shall be effective based on the eligibility dates set in Section B of this article. The Jefferson County Board of Education may terminate this program by voting to discontinue the program prior to December 31 of any year. Such termination is effective on the date the Board voted. The Board shall notify the Association in writing of its reasons for termination of the program.

Termination of this program shall not affect the unpaid benefits of participants.

ARTICLE XXXI: SAVINGS

If any article of this agreement is held to be invalid by operation of law or by any tribunal or competent jurisdiction or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby.

ARTICLE XXXII: STATUTORY SAVINGS

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

ARTICLE XXXIII: SEVERABILITY

If any provisions of the agreement or any application of the agreement to any employee shall be found to be contrary to law, then such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

ARTICLE XXXIV: MAINTENANCE OF BENEFITS

Except as this agreement shall otherwise provide, all terms, conditions of employment and benefits provided by the Board in effect at the time this agreement is signed shall continue to be applicable during the term of the agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied to eliminate, reduce or otherwise detract from any teacher benefit existing prior to the effective date.

ARTICLE XXXV: DURATION

The provisions of this Agreement will be effective as of July 1, 2003, except as otherwise provided herein, and will continue in full force and effect until July 1, 2006, or until a successor Agreement is ratified. Both parties may submit one (1) non-monetary item as openers during the term of this contract.

In view of evolving state legislature's salary equalization efforts, the current economic climate, and spiraling health care cost, both parties agree to reassess **Article VII: Salary and Wages** and **Article VIII: Insurance** in years 2004 and 2005 with options to renegotiate either or both of these articles.