



# **2011-2012 Master Contract Agreement between the Farragut Board of Directors and the Farragut Education Association**



In effect from July 1, 2011 until June 30, 2012

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## **Article I: Preamble**

The Farragut Board of education and the Farragut Education Association recognize and declare that providing a quality education for the students of the Farragut Community School District is a mutual desire. It is agreed that the character of such education depends in a large measure upon the quality and morale of the teaching service. The mutual aim of this agreement is to build morale and negotiate in good faith.

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement, it is agreed as follows:

## **Article II: Grievance Procedures**

### **A. Definitions**

1. Grievance: A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
2. Grievant: A grievant is an employee or group of employees filing the grievance or in the case of a class grievance, the Association.
3. Year-End Grievance: In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the parties involved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within the maximum of 30 days thereafter.
4. Days: *Days* shall mean working days except over summer break (June, July, and August). *Working days* shall mean Monday through Friday.

### **B. Procedure**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems that may from time to time arise under this agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An administrator's failure to give a decision within the prescribed time limits

shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or the teaching staff.
4. All grievances must be presented within ten (10) working days of the date of occurrence or knowledge of the occurrence of the event that gave rise to the grievance.
5. At each step in the grievance procedure, the Association and Administration shall have the right to have representatives or witnesses attend any meeting to resolve or prevent a grievance.
6. If a grievance affects two or more employees and is signed by said employees, said grievance shall be defined as a class grievance. Then the Association may process the grievance beginning at step two of the grievance procedure. A minimum of two affected employees must be present at each level through level three.

#### C. Grievance Steps

1. Step One: An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal.
2. Step Two: If a grievance is not resolved informally at the first step, the aggrieved shall file the grievance in written form with the building principal within ten (10) days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this agreement that has allegedly been violated, misinterpreted, or misapplied, and shall state the remedy requested. Within ten (10) days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved to discuss the alleged grievance and attempt to resolve the same. The principal, or designee, shall render such decision and communicate it in writing to the aggrieved within ten (10) days following the meeting between the principal and the aggrieved.
3. Step Three: In the event that a grievance is not satisfactorily resolved at the second step, the aggrieved may file an appeal of the principal's answer within ten (10) days of the said written decision with the Superintendent and/or his representative(s). Within ten days after the written grievance is filed, the aggrieved, the representative(s) of the aggrieved, if desired, and

the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or his representative(s) shall file an answer within ten (10) days of the grievance meeting for Step Three and communicate it in writing to the employee, the principal, and the representative of the employee.

4. Step Four: If the grievance is not resolved satisfactorily in Step Three, a fourth step of impartial binding arbitration shall be made available.

Within ten (10) days, the grievant and the Association shall submit in writing a request to enter into binding arbitration. The Public Employment Relations Board shall be requested to provide a list of five (5) arbitrators. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. Each of the two parties shall alternately strike one name at a time from the list until one shall remain. The party selected to remove the first name shall do so within five (5) days after receipt of the list. Each party shall have one day to remove the next name. The remaining name shall be the arbitrator.

The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of the briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. The arbitrator shall have no power to alter, change, detract from, or add to the provisions of this agreement, but shall have power only to apply and interpret the provisions of this agreement.

Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator. The fee of the arbitrator shall be equally shared between the employer and the grievant or his/her representative.

#### D. Other

1. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, representatives, and the grievant. Designated or selected representatives may be present at all steps.
2. Unless agreed to by the superintendent or designee, all grievances shall be processed outside the employee's work day.

#### E. Personnel Files

All documents, communications, and records subsequent to the filing of a grievance shall be filed separately from the personnel files of the participants.

## F. Grievance Forms

The approved grievance form (see Attachment E), shall be used to process grievances. A grievance form must be attached to each master contract given to an employee.

## **Article III: *Dues and Payroll Deduction***

### A. Deduction of Dues

1. Any employee who is a member of the bargaining unit may sign and deliver to the Association an assignment authorizing a payroll deduction of professional dues. It shall be the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization forms for the deduction.
2. Payroll deduction forms shall be presented to the business office (in alphabetical order) on or before September 10 of each year. The payroll deduction form shall continue to be in effect from year-to-year unless terminated by the employee. Employees who begin deductions after September 10 shall have their dues prorated on the basis of the remaining months of employment through June.
3. Pursuant to a deduction authorization form, the Board shall deduct one-tenth (1/10) of the total current dues from the regular salary check of the employee each month for ten months, beginning in September and ending in June of each year. The Board shall not be responsible for collecting special fees or assessments, back dues, fines, or similar items.
4. It shall not be the responsibility of the Board to deduct that portion of unpaid dues of an employee who leaves the school district before the end of the school year.
5. The Association agrees to indemnify and hold harmless the school district, each Board member, and all employees of the district against any and all claims, costs, or other forms of liability, and all court costs and attorney's fees arising out of application of the provisions in the agreement between the parties for the collection of dues.

### B. Payroll Deductions

Upon appropriate written authorization from the employee, received at least five (5) working days prior to and not including the September pay date, the Board shall accommodate deductions for annuities, insurance, and/or other

plans or programs approved by the Board. The number of such deductions shall be limited to whatever can be accommodated by the current payroll procedures.

#### **Article IV: *Employee Hours and Duties***

##### **A. Hours and Duties**

1. The workday shall begin at 8:00 AM and end at 4:00 PM except on Fridays, days of inclement weather, days preceding holidays, and days preceding vacation periods (on those days the workday shall end when the buses leave).
2. Employees leaving the buildings during working hours shall sign out with the stated reason provided on the sign-out form that is located in the principal's office.
3. Employees covered by this *Master Contract* may be required to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings provided such meetings begin no earlier than 7:45 AM and run no later than 4:30 PM. Meetings shall not be called on Friday afternoons or on afternoons that immediately precede a holiday or recess period.
4. Volunteers shall be solicited first and if a sufficient number of volunteers cannot be secured, employees shall be assigned to take tickets or supervise at no more than three (3) athletic events per year. Compensation shall be an athletic pass for all home games, with the exception of tournaments, for the employee and immediate family. If the employee takes tickets beyond the three (3) athletic events per year, the employee will be compensated \$10 per event.
5. Employees covered by the *Master Contract* may have later arrival times or earlier departure times for personal reasons on an individual basis when approved by the appropriate school administrator(s). This section of this article shall not be grieved.
6. A duty free lunch period shall be defined as twenty-five minutes per day and shall be provided for each staff member.
7. All teachers will be guaranteed one 45-minute duty free planning period per day. Any teacher not receiving a 45-minute duty free planning period per day will be compensated at their hourly rate.

**Article V: *Holidays and Vacations***

A. Holidays and Vacations

1. The contract year shall include the following paid holidays for employees:

Labor Day  
Thanksgiving Day  
December 25  
January 1  
Good Friday

2. For each such paid holiday an employee shall receive 1/190<sup>th</sup> of the employee's base salary.

3. Additional days off (without pay) will include:

Friday of Thanksgiving  
December 23 through December 31  
Memorial Day

4. Should school be canceled due to an emergency or inclement weather more than three (3) times prior to December 23, the Board may, at its discretion, reinstate December 23 as a workday.

**Article VI: *Temporary Leaves of Absence***

A. Sick Leave

1. Full-time teachers shall be entitled to sick leave, granted in minimum units of one-half (1/2) day, according to the following graduated scale:

- a. First year employment in the district – 10 days
- b. Second and third year of employment in the district – 12 days
- c. Fourth and Fifth year of employment in the district – 14 days
- d. Sixth and subsequent years in the district – 15 days

2. The above scale applies only to consecutive years of employment in the district. Unused portions may be accumulated to a maximum of one hundred and ten (110) days.

3. If an employee leaves the employment of the school district and later returns as an employee, the accumulated sick leave of the first employment shall not be transferred to the second, unless the employee had been granted a leave of absence or has been subject to staff reduction

for the time missed.

4. Sick leave shall not be granted for elective surgery.
5. Employees shall be given a written accounting of accumulated sick leave at the end of the school year when they sign the sick leave record card that is kept by the Board Secretary.
6. All sick leave benefits shall terminate and/or be forfeited upon termination of employment for any reason.

#### B. Personal Leave

1. At the beginning of each school year, each employee shall be credited with three (3) days to be used for the employee's personal business. A personal business day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her principal at least five (5) days in advance, except in cases of emergency. Limitations on such leaves are as follows:
  - b. Except in cases of emergencies or at superintendent discretion, no leaves shall be granted for use on days immediately preceding or following school holidays or vacation periods, during teacher work days, professional development, parent-teacher conferences, site visits, and/or during the first and last week of school.

#### C. Jury and Legal Leave

Any employee called for jury duty during school hours, or who is required to appear in any judicial proceeding whereby a subpoena is issued to the employee, shall be provided such time. All fees or remuneration the employee receives (minus mileage) during such leave shall be turned over to Farragut Community School.

#### D. Association Leave

Four days shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organization. This leave shall be a paid leave. Notice shall be given to the employee's principal at least five (5) days in advance, except in cases of emergency.

#### E. Professional Leave

1. Employees shall receive three (3) days of professional leave for attendance at educational meetings if such attendance is approved by the

superintendent or designee.

2. Requests for professional leave must be filed in writing with the superintendent or his/her designee, at least five (5) days prior to the first day of anticipated attendance except under extenuating circumstances.

#### F. Bereavement Leave

1. The days of leave that are requested shall be granted to a maximum of five (5) days at any one time in the event of an employee's family. Family will be considered to be persons to the third degree of consanguinity or marriage.
2. Bereavement leave will be granted to attend funerals of persons not related up to a maximum of two days per year.
3. Any additional days may be granted at the discretion of the Building Principal and/or Superintendent.

#### G. Emergency Family Leave

1. At the beginning of the school year, each employee shall be credited with five (5) days of leave for family illness per year. Those covered under the Emergency Leave are any persons to the third degree of consanguinity or marriage. Emergency Family Leave days are not accumulative.

#### H. Other Temporary Leaves

Other temporary leaves of absence (without pay) may be granted at the sole discretion of the superintendent.

### **Article VII: *Extended Leaves of Absence***

#### A. Association

A leave of absence without pay for up to two years shall be granted to any employee for the purpose of serving as an officer of the Association, its affiliates, or on its staff. Upon return from such leave, the returning employee shall be placed at the same position on the salary schedule as if he/she taught in the system during such leave.

#### B. Military

Leave of absence shall be granted for any period or active state of federal military service in accordance with applicable federal and state laws.

C. Family Illness

A leave of absence (without pay) for up to one (1) year may be granted at the sole discretion of the Board for the purpose of caring for a sick or injured member of the employee's immediate family.

D. Family Medical Leave Act

Employees of the district are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in the Family medical Leave Act of 1993.

- E. Other extended leaves of absences (without pay) may be granted at the sole discretion of the Board. If an extended leave is granted, that position will be filled as a temporary one-year position. After the one year, the position will be vacant. The returning employee may apply for the vacancy.

**Article VIII: Sick/Emergency Leave Pool**

**Sick Leave Pool**

A *Sick Leave Pool* shall be provided for catastrophic purposes. Upon approval, an employee covered under the terms of the *Master Contract* may use sick leave days beyond the number of regular sick leave days that they have accumulated. The intent of the pool is for the benefit of those covered employees who suffer catastrophic illness or injury and are left in a position whereby they cannot work.

- A. In addition to the sick leave granted in Article VI, Part A, of the 2003-04 Master Contract, the sick leave pool is to provide additional sick leave benefits to any employee who suffers catastrophic illness, injury, or infirmity.
1. The intent of the sick leave pool is not to guarantee that a participating employee will not be docked in pay if he/she is absent from work due to illness and does not have sufficient sick leave days accumulated to cover the absence.
  2. The sick leave pool is designed as a safety net to protect the income of the employee in case of catastrophic illness, an injury, or an infirmity. In most cases common illnesses, common injuries, and common infirmities causing a period of recovery, whereby, an employee is unable to work, will not qualify a participating employee to draw from the sick leave pool.
  3. An illness, injury, or infirmity will not be considered catastrophic if the period of recovery or convalescence is a usual recovery time of a common illness, injury, or infirmity.
  4. This paragraph is inserted to help define the intent of the sick leave pool and to inform participants that they should not assume that the sick leave pool is originated to guarantee that a participant would never have his/her

pay docked because he/she is absent from work because of illness, injury, or infirmity.

B. An eligible staff member who chooses to participate in the sick leave pool must do so not later than the second Friday, of September, of the year in which the staff member is initially eligible to participate in the sick leave pool. Intent to participate in the sick leave pool must be turned in to the business manager or the superintendent by that date and on the form provided for that purpose. (Attachment B)

1. The staff member who has joined the sick leave pool shall continue to be a member during his/her employment with the school district until the time that he/she withdraws from the sick leave pool according to the procedure outlined in Section L.

2. By becoming a participating member in the sick leave pool, the staff member will contribute three (3) days of his/her regular sick leave days to the pool, each year, by the second Friday of September of such years. Such contribution shall reduce each participating member's regular sick leave total by three (3) days.

3. Eligible staff members hired after the second Friday of September during a school year, must elect to participate in the sick leave pool within fourteen (14) days of their hiring date or they will not be allowed to join at a later date. Eligible staff members who elect not to participate in the sick leave pool shall not be allowed to join at a later date.

C. Before a participating member is eligible to draw from the sick leave pool he/she will use all accumulated sick leave days.

D. To be eligible for sick leave pool days, the participating staff member will submit a letter from a physician stating that the staff member is unable to work as an employee. The physician's statement will also list the diagnosis that caused him/her to be unable to work and will state, when, in their (physician's) judgment, the employee will be able to return to work. An updated statement from the physician must be given to the superintendent every fifteen (15) contract days in which the staff member is drawing from the sick leave pool. The Board of Education has the right to require an examination by a physician of its own choice at the expense of the school district, at any time, during the period of time, that the participant is drawing days from the sick leave pool.

1. By participating in the sick leave pool, the participant agrees to submit to such a physical or mental exam, as directed by the Board, for the purpose of determining the participant's eligibility for the withdrawal of days from

- the sick leave pool.
2. If the physician appointed by the Board of Education determines that the staff member is eligible to work, the determination of the physician appointed by the Board is final and binding.
- E. All requests by eligible employees to withdraw days from the sick leave pool will be submitted to the sick leave pool committee (SLPC) for review. The SLPC will be comprised of three teachers, two administrators, two Board of Education members, and the business manager who will serve as secretary for the SLPC.
1. The teachers on the SLPC will serve a term of two years and will be elected by their peers in May of each year.
  2. One of the initial teachers to serve on the SLPC will serve for only one year.
  3. The SLPC will initially determine if the requesting staff member's illness, injury, or infirmity is catastrophic and will make a recommendation to the Board of Education as to whether or not the participant is eligible to use sick leave days from the sick leave pool.
  4. Included in the recommendation of the SLPC will be the number of days that the participant is eligible to withdraw from the sick leave pool.
  5. The Board of Education will decide the eligibility of the staff member to use sick leave days from the sick leave pool for the stated purpose.
  6. The Board of Education will determine the extent of the use of the sick leave pool.
  7. The decision of the Board of Education is final. (Neither the decision of the SLPC nor that of the Board of Education may be grieved.)
- F. Participants approved for withdrawal of sick leave pool days will be reimbursed at a rate of 60% of their regular *base pay* salary (not including extra-curricular, pay for being a sponsor, extended contract, etc.), per day, for the number of days approved.
- G. All eligible members will be able to withdraw a maximum of ninety (90) days from the sick leave pool, per year, provided the pool contains the number of days being requested.
- H. To retain membership in the sick leave pool, a member will contribute three (3) days a year of his/her sick leave by the second Friday of September. This three day contribution will be waived when the sick leave pool has an accumulation of 500 days on July 1 of any school year. The three days contribution will be reinstated whenever the sick leave pool's accumulated days fall below 350 days on July 1 of any school year.

- I. A new employee that elects to participate in the sick leave pool must initially contribute three (3) days to the pool regardless of the number of days accumulated in the sick leave pool.
- J. Whenever a staff member withdraws at least thirty (30) days from the sick leave pool during the school year, that member is ineligible to draw from the sick leave pool the next school year.
- K. If a staff member draws workman's compensation disability funds, he/she will not be allowed to draw days from the sick leave pool at the same time.
- L. If a staff member chooses to withdraw his/her membership from the sick leave pool, he/she may do so by making a written request to the SLPC by the second Friday in September (for the school year in which it is to apply). This withdrawal is considered permanent and the member cannot rejoin at a later date.
- M. Upon withdrawal, the staff member will not be able to withdraw any of the sick days that he/she has contributed to the sick leave pool.

**Emergency Leave Pool**

An *Emergency Leave Pool* shall be provided for catastrophic purposes. Upon approval, an employee covered under the terms of the *Master Contract* may use emergency leave days beyond the number of regular emergency leave days that they are granted. The intent of the pool is for the benefit of those covered employees whose families suffer a catastrophic illness, or injury, whereby emotional or physical support may be needed in the early stages of recovery.

- A. In addition to the emergency leave granted to employees in accordance with Article VI, Part E, of the 2003-04 Master Contract, the emergency leave pool is to provide additional emergency leave benefits to any employee who has a family member suffer a catastrophic illness, injury, or infirmity.
  - 1. The intent of the emergency leave pool is not to guarantee that a participating employee will not be docked in pay if he/she is absent from work due to illness or injury among members of their household. Also, it is not the intent of the emergency leave pool to provide emergency leave days for the common use of the employee, after they have used all of their own family emergency leave days during the year.
  - 2. The emergency leave pool is designed as a safety net, financially, for the employee who must provide continual care for a member of their immediate family due to a catastrophe. The emergency leave pool is also designed to help provide emotional security or support to family members of employees during the initial stages of recovery from a catastrophic

illness, injury, or infirmity. To be eligible for the withdrawal of emergency leave pool days, the infirmity, injury, or illness of the family member must be deemed catastrophic by the majority of members of the SLPC.

3. An illness, injury, or infirmity will not be considered catastrophic if the period of recovery or convalescence is a usual recovery time of the common illness, injury, or infirmity.

4. This paragraph is inserted to help define the intent of the emergency leave pool and to inform participants that they should not assume that the emergency leave pool is originated to extend the number of days granted to employees annually under the provisions of the emergency family leave outlined in Article VI, Part E of the 2003-04 Master Contract.

- B. An eligible staff member who chooses to participate in the emergency leave pool must do so not later than the second day of school, of the year in which the staff member is initially eligible for the emergency family leave pool. Intent to participate in the emergency family leave pool must be turned in to the business manager or the superintendent by that date. (Attachment C)
1. Eligibility for coverage ends the last day of school each year and begins on the first day of school of the succeeding year. There is no coverage during the summer months unless the employee is on a year-around contract.
  2. If a catastrophic illness, injury, or infirmity occurs on or after August 1, and prior to the beginning of the school year, the participant may be eligible for withdrawal from the emergency leave pool provided: a) the participant agrees to contribute to the pool the year in which he/she withdraws days from the pool, b) the participant was a member of the pool the year prior to withdrawal, c) the application for the withdrawal of days from the emergency family leave pool is approved by the SLPC (Sick Leave Pool Committee) that is in operation at that time.
  3. By becoming a member of the emergency family leave pool. The staff member will contribute one emergency family leave day to the pool, for the year in which the employee is participating in the pool. Such contribution shall reduce each participating member's regular emergency family leave total by one (1) day for the covered year.
  4. Eligible staff members hired after the second day of school during a school year, must elect to participate in the emergency family leave pool by the end of the second day of their employment or they will not be allowed to join at a later date.
  5. Eligible staff members who elect not to participate in the emergency family leave pool shall not be allowed to join at a later date.
- C. Before a participating member is eligible to draw from the emergency family leave pool, he/she will use all emergency family leave days, all personal days, and any additional days of benefit that have been set aside for personal use according to Master Contract.

- D. To be eligible for emergency family leave pool days, the participating staff member will submit a letter from a physician stating that a member of the participating staff member's family (spouse, child, other dependent, or individual permanently residing within the household) has suffered a catastrophic illness, injury, or infirmity. The physician's statement will list the diagnosis and a statement rendering that the family member needs the continuing care and/or support of the participant during the early stages of diagnosis.
- E. All requests by eligible employees to withdraw days from the emergency leave pool will be submitted to the SLPC (Sick Leave Pool Committee) for review.
1. The SLPC will determine if the participant is eligible to withdraw days from the emergency family leave pool.
  2. The SLPC will determine the number of days that the employee is eligible to withdraw from the emergency leave pool.
  3. The decision of the SLPC cannot be grieved.
- F. Participants approved for the withdrawal of funds from the emergency leave pool will be reimbursed at a rate of 100% of their *base pay* (not including extracurricular pay, sponsorship pay, extended contract pay, etc.) for days 1-10; and 60% of their *base pay* for days 11-17.
- G. All eligible members will be able to withdraw a maximum of seventeen (17) days from the emergency family leave pool, per year, provided the pool contains the number of days being requested. No employee may withdraw more than ten (10) days in two consecutive years.
- H. To retain membership in the emergency family leave pool, a member will contribute one (1) day a year of his/her emergency family leave by the second day of school. This one (1) day contribution will be waived when the emergency family leave pool has an accumulation of 100 days on July 1 of any school year. The one (1) day contribution will be reinstated whenever the emergency family leave pool's accumulated days fall below fifty (50) on July 1 of any school year.
- I. A new employee that elects to participate in the emergency family leave pool must initially contribute (1) day to the pool regardless of the number of days that have accumulated in the emergency family leave pool.
- J. In the first year of operation, in order for the emergency family leave pool to become a "pool," any staff member may contribute any number of days they desire to contribute. Such days will be taken away from the five emergency family leave days given to them for that year in accordance with Article VI, part E of the 2003-04 Master Contract.

- K. If a staff member chooses to withdraw his/her membership from the emergency family leave pool, he/she may do so by making a written request to the SLPC by the second day of school (of the school year in which it is to apply). This withdrawal is considered permanent and the member cannot rejoin at a later date.
- L. Upon withdrawal, the staff member will not be able to withdraw any of the emergency leave days that he/she has contributed to the emergency leave pool.

**Article IX: *Wages and Salary***

**A. Placement on Salary Schedule**

- 1. The basic salary of employees covered by this agreement is set forth in Attachment D, which is attached to and incorporated into this agreement.
- 2. Credit up to six (6) years of experience shall be given for previous outside teaching experience in a duly accredited school upon initial employment. The Board at its sole discretion may offer credit in excess of six years for actual approved teaching or work experience outside the Farragut Community School District.
- 3. As of the effective date of this agreement, presently employed persons will be credited only as stated in the attachments to the 1986-87 individual teaching contracts.

**B. Advancement on the Salary Schedule**

- 1. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. Employees who fall below the vertical advancement limitation lines on the salary schedule (Attachment D) shall be frozen except for possible horizontal advancement.
- 2. A year of service consists of employment in the Farragut Community School District for one (1) continuous semester or more in one (1) school year.
- 3. Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding vertical step on the higher lane upon completion of relevant and appropriate graduate level course work with the prior approval of the superintendent. The employee shall file suitable evidence of completed work with the superintendent no later than September 1 of each year in which he/she is eligible to move. A transcript of the hours shall be filed with the superintendent by October 1. Online grades are acceptable proof until a transcript can be secured.

4. Employees who at the beginning of the 1984-85 contract year on the MA equivalence lane shall be placed on the MA lane. Effective July 1, 1985, only employees holding the MA degree from an accredited college or university shall be placed on the MA lane.

#### C. Method of Payment

##### 1. Pay Periods

- a. Each employee shall be paid in twelve (12) equal installments on the 20<sup>th</sup> of each month. Employees shall receive their checks at their regular building and on regular school days.
- b. When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their paycheck on the last previous working day.

##### 2. Summer

Summer checks shall be mailed to the address designated by each employee.

##### 3. Final Pay

When an employee is leaving the district, the district, at the request of the employee, shall have the option of paying all or part of an employee's earned contract salary on the last pay period of the in-school work year.

#### D. Extra Duty Pay

The Board and the Association agree that the extra duty activities listed on Attachment D are official school-sponsored activities. Employees in extra duty activities shall be compensated according to the rate of pay or other stipulations listed herein.

#### E. Extended Year Contract Rate

1. Employees offered a vocational contract or curriculum writing assignments for periods of more than 190 days shall be compensated for those days at the rate of 1/190<sup>th</sup> of the employee's regular salary.
2. Employees employed beyond 190 days for the purpose of summer maintenance and inventory work shall be paid \$6.50 per hour. Employees contracted for such work prior to July 1, 1985, at the per diem rate, shall

continue on that basis.

#### F. Teacher Reimbursement for Tuition and Fees

1. “The Farragut Community School District shall reimburse Farragut teachers for tuition and fees, excluding books, for courses taken at the request of the district to voluntarily obtain/complete additional teaching endorsement(s). Said payment shall be restricted to only those courses required by the Iowa Department of Education for the endorsement. Payment to teacher will be made in two parts. The first half upon presentation of a bill from the college or university with the second half being paid upon presentation of grades from the college or university. Said credits, undergraduate or graduate, requested by the administration, and shall count toward advancement on the salary schedule. If the teacher leaves the district within one year after completing the district requested course work, the teacher shall reimburse the district the entire amount paid by the district. If the teacher leaves the district after two years of completing the district requested course work, the teacher shall reimburse the district half of the amount paid by the district. If the teacher leaves the district after three years of completing the district requested course work, no reimbursement to the district shall be due.”
2. Teachers who are required to travel between job assignments (assigned school to the opposite school) during the school day shall be reimbursed at the current rate for travel in both directions.

#### G. Tax Sheltered Annuity

1. If employee does opt to take a higher deductible plan, the difference between the cost of the premium and the District contribution will be deposited into an annuity of the employee’s choosing.
2. Individuals who do not participate in the Health & Major Medical Insurance Plan and are not reimbursed for insurance by the board shall receive a \$50 contribution per month toward a Tax Shelter Annuity of their choice.

#### H. Flexible Spending Accounts

1. The district will offer a Flexible Spending Account for staff.

#### I. Teaching Over the ICN

1. Instructors will receive \$50 for each student that receives instruction at another site over the ICN.

#### J. Grant Writing

1. Any teacher who writes and receives a grant during the current school year and is applied to any school year after is eligible for a 10% bonus check with a maximum of \$2,500.

**Article X: *Health, Dental, and Major Medical Insurance***

A. Health and Major Medical Insurance

1. The Board of Education shall pay monthly *health insurance* premiums for each regular employee covered under the terms of this agreement. If an employee is not employed full time, but is employed (.50 FTE) or greater, the monthly rate of the premium paid by the Board shall be prorated to full-time (1.00 FTE). The Board of education shall pay up to a maximum of \$656.10 per month for the \$100 deductible insurance, or up to a maximum of \$656.10 per month toward the cost of family coverage.
2. If employee does opt to take a higher deductible plan than the \$100 deductible plan, then difference between the cost of the premium and the District contribution will be deposited into an annuity of the employee's choosing.
3. The Board of Education shall pay monthly *dental insurance* premiums for each regular employee covered under the terms of this agreement. If an employee is not employed full time, but is employed (.50 FTE) or greater, the monthly rate of the premium paid by the Board shall be prorated to full-time (1.00 FTE). The Board shall pay full single policy premium per month and the same amount toward the cost of the family coverage.
4. Any employee who is no longer providing services to the district and whose employment has been terminated for longer than thirty (30) days shall not be covered by the insurance provisions of the article.
5. Pre-authorization procedures shall be utilized by employees as provided by the insurance carrier.
6. All terms and conditions of insurance coverage provided including eligibility for coverage, coverage period, and dates of premium payments necessary for such coverage shall be determined by the insurance carrier (company).
7. The Board shall have the right at any time to procure the insurance coverage referred to in this article from any reputable insurance company as long as the coverage is substantially the same.

B. Liability Insurance

1. The Board shall provide *tort liability insurance* consistent with Chapter 613A of the Code of Iowa.

C. Term Life Insurance

1. The Board of Education shall pay the full payment of the premium cost for single coverage for a term life insurance policy in the amount of \$10,000.

**Article XI: *Health and Safety Provisions***

A. Physical Fitness

The cost of the initial examination will be paid by the district up to \$50.

**Article XII: *Transfer Procedure***

A. Transfer

1. A transfer shall be defined as the movement of employees from level (PK-6) to level (7-12). The realignment of employees within these levels shall not be considered a transfer. A vacancy shall be defined as those positions that will remain unfilled after the Board has exercised its right to realign and/or promote current employees. Transfers shall apply only to positions defined as vacancies. Teacher requested transfers are made as follows:
  - a. When realignment of the elementary teaching staff (PK-6) is necessary, the administration may determine a tentative realignment plan. Within fourteen (14) days after the Board decides to exercise its right to realign the PK-6 teaching staff, the administration will make a tentative realignment plan (without reasons) known to the president of the Farragut Education Association. The Farragut Education Association through their president shall have five (5) days to provide input to the administration on the tentative realignment plan. After receiving the input, the administration will make the final realignment decisions.
  - b. All requests for voluntary transfers for the following year should be in writing in the form of a letter sent to the superintendent no later than April 20 (of the current year). This letter should contain specific reasons for requesting the transfer.
  - c. The consideration of a voluntary transfer of an employee will be based on qualifications and certifications.
  - d. Written notice of transfer will be given to the employee concerned as soon as practicable. If a request for a voluntary transfer is denied, the

specific reasons for the denial shall be given in writing to the employee.

- e. Requests for voluntary transfers are kept for only one school year. Renewal must be made each year.
- f. Notice of vacancies (including extra-curricular and in-house coaching) will be posted for five (5) days before the position is filled.
- g. If any involuntary transfer is necessary, the administration will take into consideration the employee's training, qualifications, certification, experience, specific achievements, and service to the district.

### **Article XIII: *Reduction of Staff***

#### **A. Procedure**

1. When the Board of Education deems it necessary to reduce staff, the procedure set forth in this article shall be followed. Termination will be considered within each school division, PK-6 elementary and 7-12 secondary (within subject areas).
2. The Board shall take into account the following factors in making its decision:
  - a. Step 1-Normal attrition resulting from employees who are retiring, resigning, or through voluntary reduction will be relied upon to the extent that it is administratively feasible.
  - b. Step 2-Employees within their first year of service in the district will be reduced next unless they are needed to maintain a program.
  - c. Step 3-The remaining employees to be laid off will be selected by the Board of Education, taking into account, both on an individual basis and in comparison to other employees factors such as the individual employee's academic training, seniority in the district, ability and performance as an employee in the district as presently and currently evaluated by the appropriate administrators, assignment to extra duty activities and other special activities, and past and potential contribution to the educational program of the district.
  - d. Step 4-If all of the factors in the above steps are equal and a choice must be made between two or more employees, contract renewal will be given to the employee with the greater seniority.
3. An employee's position may be retained if that employee is needed to maintain the current level of an existing program including extra-

curricular programs.

4. Any staff member who has their contract terminated under provisions of this article will have recall rights to a position for which he/she is certified and qualified for as determined by the Board for a period of one (1) year from the date of termination, and shall be recalled to that position in reverse order of termination.
5. The administration shall provide written notice to the staff member affected by recall.
6. Any employee re-employed by exercising his/her recall rights shall be placed on his/her next sequential salary step when he/she resumes professional service. A teacher on recall shall not accrue any sick leave or experience on the salary schedule.
7. Qualified staff members on leave shall be reinstated in an inverse order of placement on leave whenever vacancies exist. The district's offer to an employee with recall rights shall be in writing and sent by certified mail to the employee's last known address. It shall be the responsibility of each employee on staff reduction to keep the Board advised of his/her current address. The employee shall accept or reject the position by certified mail to the superintendent within ten (10) days of the mailing of the notice. If the employee fails to respond within ten (10) days, the employee will be deemed to have refused the position offered and all recall rights shall be terminated. Employees employed to fill a vacancy created by the awarding of a leave of absence or employed after September 1 shall not be eligible for the benefits of this article.

## B. Definition

### Seniority

For the purpose of this agreement, *seniority* shall be based on the number of years of continuous full-time employment as an employee covered by this agreement. If two or more employees have the same number of years of continuous full-time employment with the district, the employee who signed his/her initial contract first shall be considered the most senior. It shall not be considered a break in an employee's continuous service if he/she takes an extended leave of absence per *Master Contract* or Board approval.

## **Article XIV: *Employee Evaluation Procedure***

### **A. Procedure:**

1. Before the first formal evaluation, the building principal or appropriate supervisor must hold a pre-evaluation conference to acquaint each employee (elementary or secondary) under his/her supervision with the evaluation procedures, standards, and instruments, and advise each employee as to the designated supervisor who will observe and evaluate his/her performance. The purpose of the pre-evaluation conference is to achieve mutual understanding of the evaluation system. During this conference, the employee will have the opportunity to discuss objectives, teaching methods, materials, and the nature and behavior of the students. No evaluation shall take place until such conference has been completed.
2. Teacher Levels
  - a. Beginning teachers in their first or second year in teaching shall be formally evaluated three times during their first year(s) of employment. A final summative evaluation conference will be held on or before March 30.
  - b. Career teachers who are in their first year of teaching in the District shall be formally evaluated three times during their first year of employment with the District.
  - c. Career teachers who have earned their regular teaching licenses and have taught in the district for more than one year shall be formally evaluated at least one time every 3 years.
3. Each employee shall receive a written copy of the formal evaluation at least three days prior to a post-evaluation conference. The post-evaluation conference will be held with each employee (elementary and secondary) within ten (10) days of the formal observation. This time limit shall be extended should either party not be able to meet on the date and time suggested by the administrator. During the post-evaluation conference the formal evaluation will be reviewed with the employee. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his/her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.
4. During the school year the career teacher and the administrator shall meet by October 1 to develop the annual individual career development plan. The annual review of the individual career development plan shall occur prior to May 15<sup>th</sup>.
5. The employee shall have the right to submit supportive evidence to the administration as examples of proficiency in the Iowa Teaching Standards and any other criteria set by the District.
6. The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluation for inclusion

in his/her evaluation file. Any written statement by the employee shall be made at the time of the summary conference, or within ten (10) days of the conference.

7. Any complaints directed toward an employee that are placed in his/her evaluation file are to be called to the employee's attention. The employee shall have the right to respond to any complaint(s) that are placed in his/her evaluation file. Such response shall be written and presented to the supervisor within ten (10) days of the employee's awareness of the complaint. Such employee responses shall become a part of said file.
8. If an employee receives an unsatisfactory evaluation, the employee may challenge the substance of that evaluation as being arbitrary and capricious through the grievance procedure outlined in Article 1. Only evaluations with an overall rating of unsatisfactory may be grieved as to their substance. A probationary employee (Iowa Code 279.19) may not grieve his/her evaluation.
9. Informal classroom visits and informal observations by the superintendent and/or designee may occur at any time.
10. Any legal charges toward a bargaining unit member shall be made in confidence and never in the presence of students, parents, or at other public gatherings. All legal charges, regardless of the source, shall be immediately brought to the attention of the affected bargaining unit member.
11. Nothing in this article is to be construed as precluding the evaluation of employees during any other assigned duties as deemed appropriate by the Board of Education.

## **Article XV: *Employment and Assignment***

### **A. Employment and Assignment**

Employees will be tentatively advised prior to the end of the school year (based on the information then available) of their assignment for the next school year. Returning employees shall be advised prior to July 15 of their grade level or subject area assignment. New employees shall be advised no later than the first day of teacher workshop or their first day of employment as for their grade level or subject area assignment. The giving of notice as herein provided shall not be construed in any way as a guarantee of employment and shall not preclude the reassignment of employees.

Grievance Form

Distribution of Form

# \_\_\_\_\_

- 1. Association
- 2. Employee
- 3. Employee

\_\_\_\_\_  
Step 1: Date Filed

\_\_\_\_\_  
Step 2: Date Filed

\_\_\_\_\_  
Grievant(s)

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Step 2

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Master Contract violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Signature of Principal      Date

Step 3

A. \_\_\_\_\_      \_\_\_\_\_  
Signature of Grievant      Date

B. Disposition by Superintendent or Designee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. \_\_\_\_\_      \_\_\_\_\_  
Signature of Superintendent      Date

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Step 4

\_\_\_\_\_  
Signature of Association Representative      Date Submitted to Arbitration

*Sick Leave Pool*

*Intent form 2009-2010*

*This form must be returned to the Business Manager or Superintendent by September 12 of the current school year.*

To be a member of the Sick Leave Pool, a staff member must contribute three day of personal sick leave to the pool by the second Friday in September each year. You are allowed 10 days of sick leave your first year. Those days will, of course, be deducted from your personal sick leave account of days. The pool is not something you decide upon each year. You must decide during your first year of employment if you want to be a member. If you decide **not** to join the Sick Leave Pool, you may not join at a later date. If you do join the Sick Leave Pool, you may opt out later, but you will not be eligible to be reinstated. The purpose of this note is to receive from you, your intent on becoming a member of the pool. Please check the following statement that describes your intention regarding the Sick Leave Pool.

\_\_\_\_\_ Yes, I want to become a member of the Sick Leave Pool at Farragut Community School. I understand that by doing so I am contributing three (3) days of my sick leave benefit and will do so each year as long as I choose to be a member until the sick leave pool accumulates to 500 days.

\_\_\_\_\_ No, I do not want to become a member of the Sick Leave Pool. I understand that by refusing to become a member of the pool I am not eligible to join the pool at a later date.

\_\_\_\_\_  
Teacher's Signature

*Emergency Leave Pool*

*Intent Form 2009-2010*

*This form must be returned to the Business Manager or Superintendent by September 12 of the current school year.*

To be a member of the Emergency Leave Pool, a staff member must contribute one day of emergency leave to the pool by the second Friday in September each year. You are allowed 5 days of Emergency Family Leave per year. This day will, of course, be deducted from your Emergency Family leave account of days. The pool is not something you decide upon each year. You must decide during your first year of employment if you want to be a member. If you decide **not** to join the Emergency Family Leave Pool, you may not join at a later date. If you do join the Emergency Family Leave Pool, you may opt out later, but you will not be eligible to be reinstated. The purpose of this note is to receive from you, your intent on becoming a member of the pool. Please check the following statement that describes your intention regarding the Emergency Family Leave Pool.

\_\_\_\_\_ Yes, I want to become a member of the Emergency Family Leave Pool at Farragut Community School. I understand that by doing so I am contributing one (1) day of my Emergency Family leave and will do so each year as long as I choose to be a member until the Emergency Family Leave Pool accumulates to 50 days.

\_\_\_\_\_ No, I do not want to become a member of the Emergency Leave Pool. I understand that by refusing to become a member of the pool I am not eligible to join the pool at a later date.

\_\_\_\_\_  
Teacher's Signature

**Article XVI: *Compliance Clauses and Duration of Agreement***

A. Separable

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Printing

The Board of Education and the Association will share equally in the cost of printing the collective agreement.

C. Duration Period

This agreement shall become effective as of July 1, 2009 and shall be in full force and effect through June 30, 2010 per the conditions of the Addendum.

D. This agreement is executed and agreed upon this 30<sup>th</sup> day of April 2009.

Farragut Education Association

Farragut Board of Education

By \_\_\_\_\_  
FEA President

By \_\_\_\_\_  
Board President

By \_\_\_\_\_  
FEA Chief Negotiator

By \_\_\_\_\_  
Chief Negotiator for Board



SUPPLEMENTAL SCHEDULE:

1. Compensation for extracurricular activities shall be paid at the percentages assigned below. The percentages will be based on the BA-BS base figure (Step 1) in the regular salary schedule. A person being paid for extracurricular activities will receive up to the maximum years credit for their previous experience in coaching, directing, or sponsoring a specific activity. Evidence of this experience must be presented to the Board and Administration for evaluation at the time of contract signing. Experience acquired as an assistant will count only as one-half when applied to a head coaching position.

- 1.25% Volleyball Chaperone
- 2% Senior Class Sponsor
- High School Cheerleader (Ea. of 3)
- Jr. High Cheerleader (1)
- Basketball Chaperone
- 2.25% H.S. Musical Production
- 2.5% (Biannually) Contest Speech
- 3% Dramatics (per play, max. of 2 plays)
- Parades (if Hamburg participates)
- Jr. Class Sponsors (Ea. Of 3)
- 3.5% Yearbook
- Newspaper
- Instrumental Music
- Vocal Music

ASSIGNMENT	1 Yrs.	2 Yrs.	3 Yrs.	4 Yrs.	5 Yrs.
HEAD BASKETBALL (2)	10%	10.5%	11%	11.5%	12%
HEAD WRESTLING	10%	10.5%	11%	11.5%	12%
BASEBALL	8%	8.5%	9%	9.5%	10%
SOFTBALL	8%	8.5%	9%	9.5%	10%
VOLLEYBALL	8%	8.5%	9%	9.5%	10%
HEAD TRACK (2)	8%	8.5%	9%	9.5%	10%
HEAD FOOTBALL	8%	8.5%	9%	9.5%	10%
SUMMER BAND	8%	8.5%	9%	9.5%	10%

ASSIGNMENT	1/2 Yrs	3/4 Yrs.	5+ Yrs.
ASST. FOOTBALL	6%	6.5%	7%
(2 IF NEEDED)			
ASST. <i>BIG</i> BASKETBALL	6%	6.5%	7%
ASST. WRESTLING	6%	6.5%	7%
ASST. TRACK	5%	5.5%	6%
ASST. VOLLEYBALL	5%	5.5%	6%
ASST. SOFTBALL	5%	5.5%	6%
ASST. BASEBALL	5%	5.5%	6%
JR. HIGH FOOTBALL	4%	4.5%	5%
JR. HIGH TRACK (2)	4%	4.5%	5%
JR. HIGH BASKETBALL (2)	4%	4.5%	5%
JR. HIGH WRESTLING)	4%	4.5%	5%
JR. HIGH VOLLEYBALL	4%	4.5%	5%
(IF ACTIVITY HELD)			