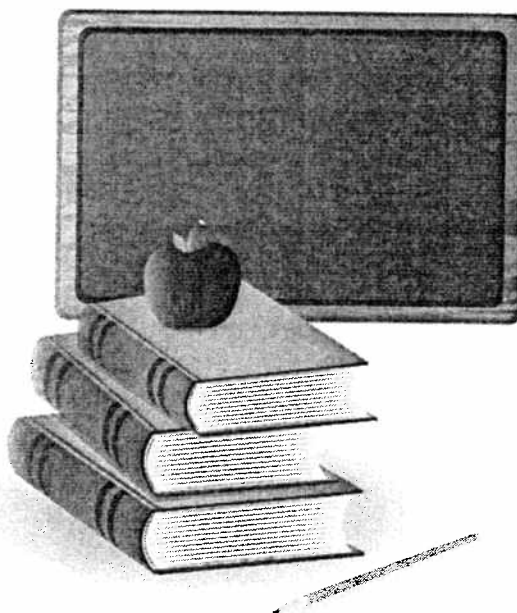


Educational Agreement

2009 – 2012

Wilson County Board of Education

Wilson County Education Association



ARTICLE 1—BASIC CONTRACT PROVISIONS

A. Recognition

1. Unit

The Board hereby recognizes the Wilson County Education Association, an affiliate of the Tennessee Education Association and the National Education Association, as an exclusive representative for the purpose of collective negotiations and grievances pursuant to Tennessee Code Annotated 49-5-601 through 49-5-613.

2. 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 Board or any of its agents or representatives unless it has been ratified and agreed to in writing by the Board and the Association.


3. Definitions


- a. "Professional Employee" shall mean any person employed by the school system in a position that requires a certificate issued by the Tennessee State Department of Education.
- b. "Teacher" or "Employee" means any person included in the negotiations unit. Whenever the singular is used in this agreement, it is to include the plural, and references to males will include females.
- c. "Board" shall mean the Board of Education of the Wilson County School System.
- d. "Association" shall mean the Wilson County Education Association.
- e. "Days" shall mean any day Monday through Friday, excluding holidays, unless otherwise noted in this agreement.
- f. A "grievance" shall mean any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- g. "Promotional positions" shall be defined as positions paying a salary differential above the regular employee salary schedule.
- h. "Sick leave" shall be defined as indicated in ARTICLE 7-LEAVES OF ABSENCE, SECTION A-1.
- i. "Visitors" shall mean anyone not employed by the school system, or a member of the Wilson County Board of Education.
- j. "School System" shall mean the Wilson County School System.
- k. "Planning Time" is time provided on behalf of all students and should be equitably balanced among the needs of the teacher, team, school and system.

B. Negotiations Procedure

1. Mutual Commitment to Good Faith Negotiations

Good faith negotiations require a free and open exchange of views, and both parties agree to meet at reasonable times and places to negotiate in a good faith effort to


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reach agreement. During such negotiations the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals.

2. Meetings

Within five (5) days of the Association's written notice of its intent to negotiate, 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 request unless agreed upon by both parties. Additional meetings as may be necessary to complete an agreement shall be agreed upon by the negotiations representatives.

3. Negotiating Teams

Neither party shall have control over the number and the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be endowed with all the necessary power and authority to make proposals and counterproposals and to reach tentative agreement on items being negotiated.

4. Mediation/Fact-Finding Arbitration

Mediation and fact-finding arbitration may be used pursuant to TCA 49-5-613.

5. Tentative Agreement

Articles tentatively agreed to shall be initialed and dated by each party and shall be set aside subject to ratification of the Agreement.

C. Management Rights

The Association recognizes that the Board has the responsibility and authority to establish policy and direct, in behalf of the public, all operations and activities of the school system to the extent authorized by law. This Master Agreement shall not be construed to limit the powers and responsibilities conferred upon the Board of Education or the Director of Schools under the laws and constitution of the State of Tennessee.

D. Association Rights

1. Use of Facilities

The Association shall have the right to make use of school facilities and equipment when such facilities and equipment are not otherwise in actual use, with prior notification to the building-level administrator. The Association agrees to reimburse for actual cost incurred by the use of said equipment.

2. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards in areas designed for employee use. The Association shall have the right to create and maintain, at their expense, one bulletin board for the exclusive use of the Association. This bulletin board shall be limited in size to no larger than 3' by 4' and shall be placed in a location that is

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accessible to all professional employees as agreed upon by the building level administrator and the Association.

The Association shall have the right to use employee mailboxes, including email which abides by the school district's Acceptable Use Policy, for communications to employees or members of the Association.

3. Access to Professional Employees

Association business may be conducted on system property with prior notification of the building-level administrator. This business may not interfere with normal school operations.

4. Board Meetings

The Association shall be placed on each regularly scheduled School Board meeting agenda if requested in writing to the Director of Schools at least five (5) days in advance of the meetings. Every effort will be made to place a copy of the Board agenda and packet in the Central Office mailbox that pertains to the President of the Association at the same time they are distributed to the Board members.

5. Access to New Teachers

In the event a system-wide day of orientation is held for new teachers, the Association shall be given the opportunity to make a presentation.

6. Exclusive Rights

These rights and other rights granted to the Association in this agreement shall not be granted or extended to any other employee organization which represents or purports to represent members of this bargaining unit, except as permitted or required by law.

E. Payroll Deductions

1. Authorization

Upon receipt of properly signed membership enrollment and authorization forms, the Board shall make deductions for the purpose indicated on the forms. Deduction authorization must be filed at the central office and shall include, but not be limited to, the following:

- a. WCEA, TEA, and NEA membership dues,
- b. Credit Union,
- c. Dependent insurance premiums not covered by State Funds,
- d. Annuities and/or mutual funds, and
- e. Section 125 Program

Authorization for dues deduction by an employee shall continue in effect from year-to-year unless revoked in writing to the WCEA and the business office of the school system within the first twenty (20) working days of any school year.

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2. Regular Deduction

Pursuant to the deduction authorization, the Board shall deduct one twelfth (1/12) of the total dues from the regular salary check of the employee beginning October 30th and continuing for a total of twelve (12) consecutive pay checks. Any employee who authorized payroll deduction of dues and subsequently terminates employment prior to the final deduction shall have the remaining balance deducted from his/her final disbursement unless revoked in writing by the employee seven (7) working days prior to the affected paydate.

3. Transmission of Dues

- a. With respect to all dues deducted by the Board, the Board shall remit to the Association, within ten (10) working days, the total amount deducted.
- b. The Association agrees to assume full responsibility for the disposition of the funds so deducted once they have been turned over to the Association. The Association also agrees to save the Board harmless from any action growing out of these deductions and commenced by any professional employee against the Board or the system.

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ARTICLE 2 - GRIEVANCE PROCEDURE

A. Procedure

The parties hereto acknowledge that it is more desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. An employee shall be entitled to Association representation at any step of this grievance process. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

STEP 1.

Upon receipt of a written grievance, the immediately involved supervisor shall inform the Association president and arrange a meeting to take place within five (5) days. The Association's representative (if requested by the grievant), the grievant, and the immediately involved supervisor shall be present for the meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. A written response shall be provided within five (5) days of the meeting. The initial grievance shall occur within sixty (60) days of the grievant being reasonably aware of the alleged contract violation.

If the grievant's immediate supervisor is the Director of Schools, the grievance shall be initiated at step 2.

STEP 2.

If the grievance is not resolved at step 1, the grievance shall be referred to the Director of Schools within five (5) days after receipt of the step 1 answer or within eight (8) days after the step 1 meeting, whichever is the latter. The Director of Schools shall arrange a meeting to take place within (10) days of the Director's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. The Director of Schools shall provide a written response within five (5) days after the meeting.

STEP 3.

If the grievance is not resolved at step 2, or the time limits expire without the issuance of the Director of Schools' written reply, a review by the Board may be requested within twenty (20) days after receipt of the written decision or within twenty (20) days after the time limits for step 2 have expired. The request shall be made in writing through the Director of Schools who shall attach all related documents and forward the request to the Board. The Board shall review the case and shall hold a hearing at the next regularly scheduled Board meeting, if requested. The Board shall render a written decision within twelve (12) days of the meeting during which the grievance was heard. Copies of the decision of the Board shall be sent to the aggrieved employee, to the Director of Schools, and to the Association.

STEP 4.

If dissatisfied with the disposition of the grievance at step 3, or if the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to either (1) panel binding arbitration or (2) regular binding arbitration. If a request for arbitration is not filed within thirty (30) days of the date for step 3 answer, then the grievance shall be deemed withdrawn.

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1. Panel Binding Arbitration

- a. The members of the panel shall be comprised of the following:
 1. One (1) person selected by the Board of Education
 2. One (1) person selected by the Association
 3. One (1) person selected by the other two panel members
- b. Employees or members of the Board, the Tennessee School Board Association, and/or the National School Board Association cannot be selected by the Board, and members or employees of the WCEA, the Tennessee Education Association, and/or the National Education Association cannot be selected by the WCEA.
- c. Neither the Board nor the Association shall be permitted to assert before the panel any grounds or evidence which was not previously disclosed to the other party.
- d. The panel shall have no power to alter the terms of this Agreement.
- e. The panel shall render a majority decision.
- f. The panel may recommend reinstatement, financial reimbursement, damages, and/or other remedies.
- g. The fees and expenses of the panel member selected by the Board will be paid by the Board. The fees and expenses of the panel member selected by the WCEA will be paid by the WCEA. The fees and expenses of the third panel member will be paid by the Board.

2. Regular Binding Arbitration

- a. Within ten (10) days after notification of intent to submit to arbitration has been given, the Association and Director of Schools, or his designee, will jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators from which the above will select an arbitrator by the alternate striking method. The selection of the party which will strike the first name will be decided by the toss of a coin. If for some reason the arbitrator is unable to serve, the process will be repeated if one of the other six cannot be mutually agreed upon as acceptable. The party striking the first in the initial selection will continue to strike first until an arbitrator is selected.
- b. Neither the Board nor the Association shall be permitted to assert before the arbitrators any grounds or evidence which was not previously disclosed to the other party.
- c. The arbitrator shall have no power to alter the terms of this Agreement.
- d. The arbitrator may recommend reinstatement, financial reimbursement, damages, and/or other remedies.
- e. The fees and expenses of the arbitrator will be paid by the grieving party.

B. Class Grievance

Any grievance involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2. The involved administrator shall be notified prior to the filing of the grievance.

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C. Filing of Materials

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed to or the grievance(s) be alluded to in any communication between the administration and said prospective employer.

D. No Reprisals

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

E. Released Time

Should the investigation or processing of any grievance require that an employee be released from his regular assignment, he shall be released without loss of pay or benefits.

F. General

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

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ARTICLE 3—COMPENSATION

A. Placement on the Salary Schedule

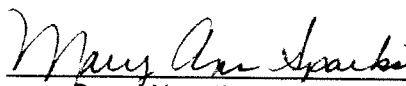
Each employee shall be placed on his proper step of the salary schedule. Any employee who is employed for one hundred (100) days of the two hundred (200) day contract year shall be given full credit for one (1) year of service toward the next increment step for the following year. The state required formula for this calculation is: total number of days worked/ 200 = number of years credit.


B. Basic Salaries

1. The salaries of teachers covered by this Agreement shall be set forth in Appendix A which is attached to and incorporated in this Agreement. The Local Salary Schedule shall be retroactive to the first pay period of the fiscal year.
2. Teachers are paid for the number of work days from the first day of work to the last. Deductions for days lost or for a partial year's service shall be prorated on a daily basis. Paydays shall be on the fifteenth (15th) and thirtieth (30th) days of the month beginning on August 15th of each school year. All current employees shall be required to be on the 24 pay plan. All employees will be paid by direct deposit. Direct deposit confirmations shall be emailed to the employee. Any employee who leaves the school system without working the number of days for which he has been paid must reimburse the school system and is liable for any legal expenses incurred by the school system in collecting the reimbursement.
3. Teachers shall receive Career Ladder payments twice a year. Payments shall be included in the regular paycheck as supplemental pay. For teachers with proper Career Ladder certification, the first payment shall be issued no later than the second paycheck after the school system's receipt of appropriate state funds, and the second payment shall be issued at the end of the school year.
4. Salary deductions are authorized for the federal income tax, Social Security, retirement, hospitalization, major medical, dental, and other agreed-to deductions specified elsewhere in this Master Agreement. Optional deductions shall begin on the first (1st) payday of the school year and end on the twentieth (20th) payday of the school year.
5. Before an employee is eligible to move horizontally (according to degree or credit) from column-to-column on the salary schedule, he must have on file in the Human Resources Office, the Superintendent's copy of the appropriate license reflecting the degree or credit change.

In order to obtain a license which reflects a change in degree or credit, it is the employee's responsibility to meet the following requirements:

- a. Course work must be in an advanced degree and/or certification program in which the teacher is enrolled; or
- b. College credit courses (including district approved professional development courses or workshops where official college or university credit is awarded) must be graduate level, directly related to the teaching assignment or to employee's professional development.
- c. Prior to December 1, teachers must submit appropriate proof of completed course work to the State Department of Education, Office of Teacher


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Licensing, and to the Director of Schools. The district is obligated to place on the proper column (retroactively to the first working day of the school year) any teacher who, prior to September 1, completed course work leading to another degree.

- d. If a teacher completes an advanced degree prior to January 1, and submits the appropriate proof of completed course work to the State Department of Education, Office of Teacher Licensing, and to the Director of Schools prior to February 1, and the teacher has indicated on the prior spring's intent form the anticipation of the advanced degree, then the district is obligated to place on the proper column retroactively to the 101st day of the school year.

- 6. A full time employee who is eligible to move to step 21 or above at the beginning of the Fiscal Year will receive \$1,600. This amount will not be part of Appendix A or Appendix B. Any employee who receives this \$1,600 payment will have this amount added to their salary each year after their annual salary is calculated per the teacher contract. This amount will be paid in \$800 increments, on December 15th and May 15th.

C. Compensation for Other Programs

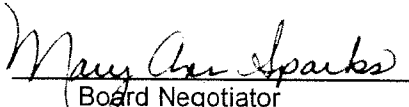
- 1. Compensation for certain vocational programs, federal programs, state extended learning contracts, and summer school will be determined by the guidelines established in those programs.
- 2. Salary provisions for other extensions of the contract year will be commensurate with the salary schedule set forth in the current agreement.

D. Extra Pay Schedule

- 1. Supervisors', principals', assistant principals', directors', and coordinators' salary schedules shall be set forth in Appendix B. (This reference to director specifically excludes the Director of Schools.)
- 2. The Salary Supplement Schedule shall be set forth in Appendix C.
- 3. Any professional employee who obtains National Board Certification which is not required for a teaching license shall receive \$1200 annually. This amount shall be included in the regular paycheck as supplemental pay. The amount will be paid in 24 equal installments of \$50. Speech/language pathologists and school psychologists with national licensure are eligible. A certificate in good standing of National Board Certification shall be on file in the Human Resource Office.
- 4. A teacher who has unused accumulated sick leave at the date of his retirement shall receive a minimum of one month's retirement credit for each 20 days of leave at the time of retirement according to guidelines established by the Tennessee Consolidated Retirement System (TCRS).

E. Salary Information Requests

- 1. Any requests for employee salary information must be made in writing to the Supervisor of Human Resources. A copy of the request for individual salary information will be maintained in the employee's personnel file and forwarded to the employee. Requests for a group salary listing will be maintained in the Human Resources Office.


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2. No later than forty-five (45) days after the first teacher work day of each school year, the Board shall provide to the Association's Executive Board a copy of the Wilson County School Personnel List. This list is to include degree, experience, and salary for the current year.

F. Independent Ratification

The parties hereby agree this article may be considered for ratification independently.

Pursuant to TCA 49-5-612, "...any items negotiated by a Board of Education and a professional employees' organization which require funding shall not be considered binding until such time as the body empowered to appropriate the funds has approved such appropriation."

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ARTICLE 4—GROUP INSURANCE/BENEFITS

- A. The Board agrees to provide health/major medical, dental, and life insurance through the Wilson County Board of Education Benefits Package as agreed. The Board shall pay 100 percent of the annual premium for each professional employee. Any rate increase in dependent coverage shall be paid by the employee. Vision and disability insurance shall be made available to the employees at their own expense. Life insurance may be continued after retirement at the employee's expense as explained in the employee benefit handbook.
- B. Full time temporary teachers or teachers employed in a full time interim position for a period of one hundred (100) consecutive days or more shall be provided the same insurance package as defined in A on the 101st day. This insurance package shall continue for the time of said employment.
- C. If a teacher's employment is terminated prior to the end of the school year, the District's payment of premiums and/or authorized deductions for the teacher insurance coverage shall cease as of the last day of the month the teacher is employed. The teacher may enroll in a plan of his own subject to the conversion rights provided by the carrier.
- D. Notwithstanding the provisions of this Section, the terms of the contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits eligibility, termination of coverage, and other required matters.
- E. The Board, by payment of premiums or authorized deductions required to provide the coverages set forth, shall be relieved from all liability with respect to the benefits provided by the insurance company. If, for any reason, the insurance company fails to provide any of the benefits for which it has contracted, this action shall not result in any liability to the Board of Education or to the Association nor shall such failure be considered a breach of any obligation by either of them.
- F. Disputes between employees and any insurance company shall not be subject to the grievance procedure established herein.
- G. The Board and the Association agree to establish an insurance committee which shall study the insurance needs of employees and shall present its findings and recommendations, both to the Board and to the Association, for consideration during annual negotiations.
 - 1. The committee shall consist of the Board and WCEA Negotiating Teams. Each team may appoint two (2) additional members if they so desire.
 - 2. In instances where there are potential changes in benefits and/or insurance carrier(s)/administrator(s), the insurance committee shall finalize its recommendations at least two (2) months prior to the policy expiration.
- H. Employee benefit booklets shall be provided to each insured employee at time of employment. Employees shall be informed of any changes by email and an updated version shall be available on line through the Wilson County Schools web site.
- I. Any teacher employed for the last six months of the school year shall maintain benefits until August 31 of that year.

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- J. All Wilson County School System retired employees with a minimum of thirty (30) years of service with the system will have insurance paid in full if the retiree applies for it. Thirty (30) years of service may include all unused sick leave days, a maximum of five (5) years of active military service as recognized in the Tennessee Consolidated Retirement System guidelines, and five (5) years of service in Lebanon Special School District. This insurance benefit will remain in effect until the retiree attains the age at which he or she qualifies for Medicare benefits.

Should the Wilson County School System cease to receive the interest on the insurance fund, this benefit will be closed to future retirees. However, those in the program will continue to receive the benefit. If this should occur, all future retirees will be allowed to continue coverage at a rate of eighty percent (80%) of the individual premium. This amount will be based on the total paid by the system for individual coverage for each active employee.

- K. An IRS Section 125 program offering all available options may be available to all employees. The Association and the Director of Schools shall discuss the selection of a third party administrator.
- L. The parties hereby agree this article may be considered for ratification independently.

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ARTICLE 5 - EMPLOYMENT CONDITIONS

A. Teaching Hours and Load

1. Teaching Hours

The normal workday shall consist of not more than seven and one-half (7.5) hours which shall include a duty free lunch period equal to that of students. Unless otherwise announced by the Director of Schools, when school is late due to inclement weather, staff members shall report at the same number of minutes prior to the start of the adjusted day as they would on a regular school day. When school is dismissed early due to inclement weather, teachers may depart one (1) hour after the scheduled departure of students unless otherwise determined by the principal and/or the Director of Schools. Appropriate staff shall be maintained to properly supervise and ensure the safe dismissal of all students.

2. Meetings

- a. Employees may be required to remain after the end of the normal workday without additional compensation for the purpose of attending two (2) regularly scheduled faculty meetings per month. No more than four (4) meetings per school year may be called for the purpose of professional development. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall last for no more than one (1) hour.
- b. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school, except in an emergency situation.
- c. Every effort shall be made for meetings to be on a regular schedule, except in an emergency situation.
- d. No salesperson/solicitor shall be allowed to attend the required faculty meeting.
- e. On days designated as administrative days, meetings shall be limited to two (2) hours.

3. Planning Time

In addition to a duty-free lunch period, employees shall have at least two hundred (200) minutes for elementary teachers and two hundred fifty (250) minutes for secondary teachers each week for planning time during which there shall be no assigned duties. Teachers shall be provided with at least 40 consecutive minutes per day. When possible, utilizing current staff numbers, additional time may be provided. Arrival and departure time shall not be considered as planning time.

B. Safety Conditions

1. Facilities

Each school shall maintain the following safety provisions:

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

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- c. An appropriately furnished, air conditioned room shall be reserved for the exclusive use of the school staff in each building as a staff lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the custodial staff.
- d. Doors to all facilities shall be maintained so that exiting is always possible, but every effort shall be made to restrict access to the facilities to entrances closest to the main administrative office.
- e. School system ID badges should be worn at all times.

2. Access to Telephone

Every effort shall be made to provide a telephone for the private use of teachers, and, in no instance, shall a teacher be left at school in charge of students without access to a telephone.

3. Safety Policies

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

C. Use of Reasonable Force/Assault & Battery

1. Use of Reasonable Force

An employee may, within the scope of his employment, use and apply such force as is reasonable and necessary to quell a disturbance which is threatening physical injury to others; to obtain possession of weapons or other dangerous objects in possession of the person or within the control of the student; or to insure personal safety.

2. Assault and/or Battery on an Employee

- a. Legal Assistance: The Board shall give legal and other assistance for any assault and/or battery upon an employee while the employee is acting in the discharge of his duties.
- b. Student Placement: Any student convicted of assault against a teacher in a court of law shall not be placed back in that teacher's classroom for the remainder of the time that student is in Wilson County Schools.
- c. Reimbursement: The Board shall reimburse employees for the cost of any clothing or other personal property damaged or destroyed while the employee was acting in the discharge of his duties, under 1 above, within the scope of his employment.
- d. Leave: When an absence arises out of, or from, said assault and/or battery the employee shall be entitled to full salary and other benefits for the period of such absence and shall not forfeit any sick leave and/or personal leave.
- e. Reports: In the event of an assault upon an employee, the building-level principal shall be responsible for assistance in filing reports, petitions, and all necessary documentation.

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D. Interruptions

1. Except in case of emergency, and within reason, announcements on the intercom shall be confined to two (2) times per day at the discretion of the principal. Each principal should make an effort to limit the length of said announcements.
2. Each individual school principal shall prohibit salesmen, solicitors, and peddlers from the classroom, teacher's lounge, or other areas reserved for teachers during regular school hours.
3. Teachers shall be called to the phone immediately when the principal or his designee ascertains that a call is an emergency. Teachers shall be notified within the school day of any non-emergency calls.
4. Principals shall prohibit classroom interruption by visitors. All visitors to the schools must register in the school administrative office before entering other school/campus areas.
 - a. Individuals wishing to confer with teachers must set up a mutually agreed upon conference time with the teacher.
 - b. Visitors wishing to observe in a classroom must establish an observation time with the building administrator and the teacher.

E. Professional Development

1. Professional Development Committee

- a. The Board and the Association agree to establish a professional development committee that shall ascertain the professional development needs of employees.
- b. The committee shall consist of thirteen (13) members, seven (7) to be appointed by the Association and six (6) to be appointed by the Board. The committee shall designate the chairperson.
- c. The committee shall hold its first meeting on or before March 1 of each year.
- d. An annual report shall be submitted to the Director of Schools.

2. Professional Development Funding

The Board shall set aside funds that shall be made available for the professional development program.

F. Funds for Instructional Materials

The school-level expenditures shall be recommended by an instructional materials and supplies committee consisting of the principal, librarian, and three (3) teachers. A copy of the school-level plan shall be posted in the school and/or distributed to each teacher in the school.

G. Calendar Committee

1. The Board and the Association agree to establish a calendar committee which shall recommend the school calendar for the next appropriate school year.

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2. The committee shall consist of thirteen (13) members. The Board will appoint seven (7) and the Association will appoint six (6) members. The committee shall designate the chairman.
3. The committee shall report its recommendation to the Director of Schools by March 1.
4. The Board-approved calendar shall be distributed to the teachers by May 1.

H. Professional Employee Dress Standards

Appearance is a reflection of pride and professional responsibility to the Wilson County School System and the public. The dress code for staff members is as follows:

1. Shorts, sweat suits, nylon jogging suits, jeans, overalls, leggings/spandex pants, or tee shirts (except those worn appropriately with blazers, sweaters, and vests) are not acceptable.
2. Tops and dresses should have a modest/appropriate neckline.
3. Dresses, skirts, and jumpers should be no shorter than three (3") inches above mid-knee.
4. Flip-Flops with straps that can be pushed out through the sole of the shoe are not acceptable.
5. There are no restrictions on colors
6. Dress code applies to all student attendance days and professional development days.

Exceptions may be made at the discretion of the building principal. Specialty teachers (i.e. automotive, shop, PE, etc.) who require specific attire are permitted to dress according to the restrictions of their job duties.

Consequences for failure to comply with the dress code are as follows:

- First Offense – Verbal Warning
- Second Offense – Verbal Warning
- Third Offense – Written reprimand
- Fourth Offense – Written reprimand with one (1) day suspension without pay
- Fifth Offense – Refer to Director of Schools

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4. An involuntary transfer shall be made after a meeting between the employee and the Director of Schools or his designee, if requested by the employee. The Director may also request the receiving principal to be in attendance at the meeting.

D. Voluntary Transfers

An employee who desires to transfer to another school will be required to submit a written request for transfer on the appropriate form to the Human Resource Department with a copy sent to the immediate supervisor.

E. Traveling Employees

Schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel.

F. Itinerant/System Wide Employees

Every effort shall be made to assign itinerant/system wide employees prior to the first required day of school and to not make changes during the school year.

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ARTICLE 7 - LEAVES OF ABSENCE

A. Sick Leave

1. "Sick leave" shall mean leave of absence because of illness of a teacher from natural causes of 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, brother-in-law, sister-in-law, daughter-in-law, or son-in-law.
2. The time allowed for sick leave for regular teaching personnel shall be one (1) day for each month employed plus any personal/professional leave transferred to sick leave and shall accumulate for all earned or transferred days not used.
3. A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days which such teacher may accumulate during the remainder of the school year in which he is employed. Such advance use of sick leave shall be charged to sick leave accumulated in the same school year.
4. If, at the termination of his services, any teacher has been absent for more days than he had accumulated or earned leave, there shall be deducted from the final salary warrant of such teacher an amount sufficient to cover the excess days used by said teacher. If such final salary is insufficient for this purpose, the teacher shall be liable for reimbursement of any amount in excess of his final salary.
5. At the termination of a teacher's employment no remuneration shall be paid for accumulated sick leave unless offered by an Employee Retirement Incentive Program.
6. At any time a teacher is unable to be in school, he is to notify the principal and the Wilson County Substitute Employee Management System (SEMS) which will, in turn, call a substitute teacher. The selection is to come from a list of substitute teachers approved by the Director of Schools. This notice shall be given as soon as the teacher is aware of the pending absence, if possible, no later than 1 1/2 hours prior to the teacher's normal reporting time on the day the teacher will be absent.
7. In all cases deemed proper, the Director of Schools may require that a physician's certificate be furnished by the teacher. In case of doubt, the Director of Schools shall have final authority as to who is entitled to leave under this section and when the leave may be allowed.
8. Any person employed by an agency, office, department, institution, public school system, state college or university, or the State of Tennessee, and who participates in the state sick leave program, and whereupon leaves such employment and becomes a teacher employed by the school system, shall be allowed to convert a previously accumulated unused sick leave to the teacher's sick leave record within Wilson County. This grant of previously accumulated unused sick leave days shall be made only upon application of the teacher and only upon written verification notarized by the Director of Schools or an authorized official of the agency in which the accumulated sick leave was earned.

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9. An accounting of accumulated sick leave, which is updated monthly, shall be provided on the employee paycheck stub.
10. Personal leave accumulated, but not used at the conclusion of each school year, shall be automatically converted to the accumulated sick leave record of teachers.
11. The Board and the Association agree to maintain a sick leave bank according to the provisions of TCA 49-56-101 through 49-56-111.

B. Family and Medical Leave

1. Purpose

The purpose of family and medical leave is to entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse, or parent who has a serious health condition.

2. General Principles

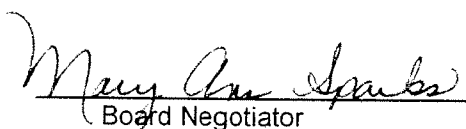
Refer to the most current law(s) concerning the Federal Family and Medical Leave

3. Requirements

- a. The employee shall be restored to the same position of employment with no loss of benefits, pay, or other terms of employment.
- b. The employee shall be kept under any group health plan for the duration of the leave.

C. Personal Leave

1. There shall be allowed two (2) personal leave days per year, provided none of these days are taken during any prior established student examination day, parent-teacher conference day, or required professional development day. The personal/professional days may be used in one-half day increments.
2. These two personal leave days shall be earned at the rate of one (1) day for each half year and shall not accumulate from year to year, but those unused days will be transferred to sick leave days.
3. Employees with fifteen (15) or more years of experience shall earn an additional personal day each year for a total of three (3) personal days per year. This additional day is subject to all of the stipulations listed previously including when the day may be used, lack of accumulation, and the annual transfer of unused personal days to sick leave days.
4. A teacher in need of personal leave days shall be allowed to use unearned leave days up to, but not more than, two (2) days which said teacher may accumulate during the remainder of the school year in which he is employed. Such advance use of personal leave shall be charged to the same leave accumulated during the same school year.


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5. If, at the termination of service, any teacher has been absent for more than the accumulated earned personal leave days, there shall be deducted from the final warrant of such teacher an amount sufficient to cover the excess days used by said teacher. If such final salary is insufficient for this purpose, the teacher shall be liable for reimbursement of any amount in excess of his final salary.
6. The teacher requesting personal leave days shall notify the principal and Substitute Employee Management System as far in advance as possible. The principal shall not grant personal leave to more than ten percent (10%) of the faculty to be absent on any given date.

D. Association Leave

1. The President of the Association or his designee may take leave with pay for up to eight (8) full days per year. The Association shall reimburse the school system the pay for the substitute.
2. The President of the Association shall initiate each request for Association leave by calling the substitute telephone line.

E. Extended Leaves of Absence

Other than what is listed below, refer to the most current law(s) concerning an extended leave of absence.

1. Extended leave may be granted without forfeiture of tenure status.
2. Extended leave may be granted for up to one (1) year for the purpose of continuing formal education. The request for sabbatical leave shall be accompanied by a planned program of studies from the respective college or university.
3. Extended leave, except military leave, shall be from a date certain to a date certain.
4. An employee on extended leave for less than twelve (12) months shall return to the same position held before leave was granted.

F. Other Unpaid Leaves

Teachers may take up to five (5) days unpaid leave per year provided the principal is given advance notice and provided none of these days are taken during the first two (2) weeks of school, two (2) weeks prior to the end of school, during a scheduled parent-teacher conference day, during a scheduled student examination period for affected teachers, or during a required professional development day.

G. Bereavement Leave

Teachers may take three (3) days of bereavement leave per year with pay. This may be increased up to five days for immediate family which is defined as mother, father, spouse or child. This may be taken in increments of half days. A teacher requesting such leave shall notify the immediate supervisor and follow the usual procedure for obtaining a substitute. In the event of the death of an employee or student in the school system, the principal or the immediate supervisor of the deceased employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

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H. Emergency Leave

Should an individual or family emergency arise, said teacher shall be permitted to be absent from school for a combined total of four (4) hours during the school year. If the immediate supervisor agrees that an emergency exists, the teacher will suffer no loss of pay. Time resulting from absence in excess of the above conditions shall result in loss of pay on a prorated basis.

I. Other Leave

Other temporary leaves of absence, with or without pay, may be granted in writing by the Director of Schools for good reason.

J. Substitute Employment Management System Sign-In Sheet

The "Substitute Employment Management System Sign-In Sheet" shall be completed immediately upon return from leave by the teacher absent, stating the reason for his absence.

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ARTICLE 8 - PERSONNEL POLICIES AND PRACTICES

A. Employee Evaluation

1. General

It is understood and agreed by the parties that the principle objective of professional evaluation is to maintain and improve the quality of education in the district. It is further understood and agreed that this objective can be most readily achieved by a manifest willingness on the part of the Board and the administration to assist all employees, and especially the less experienced ones, in improving their professional skills.

2. Notification

During the first three (3) weeks of school, each employee to be evaluated shall be informed of the evaluation procedures, criteria, and instruments to be used during that school year, and the individual's responsibility for his evaluation.

3. Evaluation

- a. Evaluations shall be conducted only by a qualified building principal, assistant principal, department chairman, supervisor of instruction, or area specialist in accordance with state guidelines.
- b. Evaluations shall be based only on observations made in person and for a minimum of forty-five (45) consecutive minutes. (It is understood that media specialist management observations may consist of observations totaling forty-five (45) minutes.) All monitoring or observations of the performance of an employee shall be conducted openly and with the full knowledge of the employee.
- c. Non-tenured employees shall be observed for the purposes of evaluation at least three (3) times during the school year. These observations shall occur prior to March 15 of each year and shall be scheduled so that no more than one (1) observation is made in any fifteen (15) school day period. For employees hired after January 15th, evaluations must be completed prior to the end of the school year.
- d. Tenured employees shall be observed for the purpose of evaluation within guidelines of the State Board of Education.

4. Conferences and Reports

- a. A copy of each written observation shall be given to the employee, and a conference shall be held between the employee and the evaluator to discuss the written observation within five (5) days following each observation.
- b. A copy of the formal written evaluation shall be given to the employee following the final observation.
- c. Both parties shall sign the formal written evaluation, and a copy shall be given to the employee. It is understood that the employee's signature does not necessarily mean agreement with the evaluation, but awareness of the content.
- d. If any employee feels that his evaluation is incomplete or unjust, he may put his observations in writing and have them attached to all copies of the evaluation report. This shall be subject to Article 2 of the agreement.

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- e. An employee may request and be granted a conference with the evaluator after any classroom observation.
- f. No written report shall be submitted to the Director of Schools, placed in the employee's file, or otherwise acted upon without a prior conference with the employee as indicated above.

5. Assistance Procedure

Definite positive assistance shall be immediately provided to employees upon recognition of "professional difficulties." For the purpose of this article the term "professional difficulty" shall apply to any observed deficiencies relating to job performance. Upon determination that "professional difficulties" exist, specific recommendations for improvement shall be made in writing. Direct assistance to correct said difficulties shall be provided and a written timeline for improvement shall be established.

B. Personnel Files

1. Contents

- a. The school system agrees not to establish any separate personnel or evaluation file which is not available for the employee's inspection.
- b. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in personnel files.
- c. No anonymous material shall be maintained in an employee's personnel or evaluation file.

2. Maintenance

- a. The school system shall maintain the employee's personnel file which includes the summative of his/her evaluations at the system's central office. A teacher's complete evaluation file shall be maintained at the school where the teacher is assigned.
- b. An employee shall be provided any negative or derogatory material before it is placed in his personnel or evaluation 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.
- c. The person or persons who draft and/or place material in an employee's personnel or evaluation file shall sign the material and signify the date on which such material was drafted and placed in the file.
- d. Personnel files are open for review by the public, with prior notice being required. A time for the review will be established in advance and the teacher shall be notified so that they may be present. The school system shall maintain a copy of requests to examine a personnel file, as well as the date of said requests, in the individual personnel file. A copy of the request shall be forwarded to the employee immediately.
- e. In the event that the Director of Schools or his designee removes any material from an employee's file, a dated notation stating what has been removed and reason(s) for such removal shall be placed in the file. The teacher shall be given the opportunity to view the material prior to its removal.

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3. Employment Actions

- a. No tenured employee shall be discharged, suspended, or reprimanded, without just cause.
- b. All information forming the basis for the disciplinary action will be made available to the employee and, upon his request, to the Association.
- c. Employee reprimands should be administered privately except for the presence of a requested employee representative and/or other administrators.

4. Employee Notification

- a. Whenever the Board of Education receives a request for appearance before the Board to discuss the character or performance of certified personnel, the Board secretary shall, prior to the Board meeting, notify the employee by telephone and/or FAX.
- b. During the summer months, every effort will be made to contact the employee by telephone prior to the Board meeting at which said discussion is scheduled.
- c. As in other situations covered by this document, the employee shall have the right to be represented by the WCEA.

D. Non-Discrimination

The Association and the school system agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, age, sex, domicile, marital status, or physical handicap. Further, there shall be no discrimination against any employee because of his membership in the Association, his participation in any activity of the Association, or collective professional negotiations with the Board, or his institution of any grievance, complaint, or proceedings under this agreement, or law or otherwise with respect to any terms or conditions of employment.

E. Personal and Academic Freedom

1. Personal

The personal life of an employee is not an appropriate concern of attention of the school system except as it may directly prevent the employee from performing properly his assigned functions during the workday.

2. Citizenship

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. Political activities of any professional employee seeking or holding office or actively campaigning for a candidate shall be outside the regular school day.

3. Academic

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Wilson County School System, and they

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acknowledge the fundamental need to protect employees from any censorship or restraint which might interfere with their obligations to pursue truth in the performance of their functions.

F. Complaints

A complaint is defined as an accusation related to job performance to an employee's immediate supervisor by a parent, student, or other person. Any complaint which could lead to disciplinary action must be made in writing and signed by the complainant; investigated, and presented to the employee before any disciplinary action is taken by an administrator. If the complaint is based on anonymous information and involves actions on the part of the employee that could be construed as harmful or dangerous to another person, the administrator may act as the complainant. However, every effort shall be made to discourage the use of anonymous information whenever possible. An employee shall have five (5) days to respond in writing to said complaint. Complaints regarding an employee shall only be placed in his/her building level file with the knowledge of the employee as evidenced by said employee's signature.

G. Faculty Council

1. Purpose

Recognizing the importance of good working relationships between teachers and building principals, each school shall have a faculty council to facilitate such action.

2. Procedure

- a. The council shall be established through the mutual cooperation of the faculty and the principal. The principal and a minimum of four (4) teachers, selected by the faculty, shall compose the council.
- b. The council shall elect a chairman, and may also elect a vice-chairman and/or a secretary.
- c. The frequency of meetings, a process to determine items to be discussed, and dissemination for discussion items shall be mutually agreed upon between the selected membership and the Principal within the first 20 student days of each school year.

H. Child Enrollment

Any teacher may be permitted to enroll his children in any school within the school system if student meets all requirements of the Wilson County School System Attendance Policies and Regulations. Transportation shall be the responsibility of the teacher in out-of-zone cases.

I. School Activities

Employees may attend, free of charge, all Wilson County Schools' activities upon presentation of a Wilson County Schools photo ID except those at which a regulatory agency prohibits any recognition of a pass.

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ARTICLE 9 - STUDENT DISCIPLINE PROCEDURES

A. Board Support and Assistance

The Board recognizes its responsibility to establish policies that give all reasonable support and assistance to employees with respect to the maintenance or control and discipline in the classroom, including verbal assault and threats directed toward an employee.

B. Student Discipline Code

All matters of student discipline shall be dealt with in accordance with a county-wide adopted Student Discipline Code.

C. Enforcement of the Discipline Code

The Board agrees to maintain and the Director of Schools agrees to support policies that insure the enforcement of fair and equitable procedures as set forth in the discipline code and MAP Academy guidelines.

D. Discipline Committee

1. The Student Discipline Code shall be reviewed annually by a committee composed of administrators, teachers, students, and parents appointed jointly by the Board and the Association.
2. The committee shall report its recommendations to the Director of Schools.
3. The discipline code shall be approved by the Board and updated annually.

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ARTICLE 10 - CONTRACT MAINTENANCE

A. Savings

If any article or part of this agreement is held to be invalid by law, or if compliance with or enforcement of any article or part should be restrained by such, the remainder of the agreement shall not be affected thereby, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part. Nothing contained herein shall be construed to deny or restrict to any employee or the Board of Education such rights as he/they may have under Tennessee School Law or other applicable laws and regulations.

B. Maintenance of Benefits

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

C. Modification of Agreement

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties. Upon mutual consent to modify this Agreement, negotiations shall commence no more than ten (10) days thereafter, unless agreed to by both parties. All understandings and Agreements shall be reduced to writing, signed by both parties, and made a part of this Agreement.

D. Duration

The provisions of this Agreement will be effective upon ratification and will continue and remain in full force and effect until a successor agreement has been ratified. This Agreement is subject only to the rights of either party, annually, to negotiate compensation, group insurance and two (2) other new or existing articles. Either party may open the entire contract for negotiation in 2012 (for the 2012-2013 contract) and every third year thereafter.

This Agreement shall be posted by the Board on the Wilson County School website.

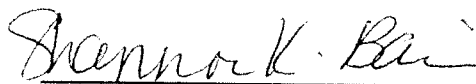
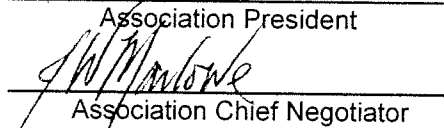
In witness whereof, the Association has caused this Agreement to be signed by its president and Association negotiator and the employer has caused this Agreement to be signed by its Board chairperson and Board negotiator on this 6th day of July, 2009.

Wilson County Board of Education

Wilson County Education Association


Board Chairperson

Board Chief Negotiator


Association President

Association Chief Negotiator

WILSON COUNTY SCHOOLS
 Certified Pay Schedule
 2008-2009

Step	Bachelor's		Master's		Master's + 30		EdS		Doctorate	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.0000	\$32,177	1.1060	\$35,588	1.2120	\$38,999	1.2438	\$40,022	1.3180	\$42,409
1	1.0188	\$32,782	1.1248	\$36,193	1.2308	\$39,603	1.2626	\$40,627	1.3368	\$43,014
2	1.0376	\$33,387	1.1436	\$36,798	1.2496	\$40,208	1.2814	\$41,232	1.3556	\$43,619
3	1.0564	\$33,992	1.1624	\$37,403	1.2684	\$40,813	1.3002	\$41,837	1.3744	\$44,224
4	1.0752	\$34,597	1.1812	\$38,007	1.2872	\$41,418	1.3190	\$42,441	1.3932	\$44,829
5	1.0940	\$35,202	1.2000	\$38,612	1.3060	\$42,023	1.3378	\$43,046	1.4120	\$45,434
6	1.1128	\$35,807	1.2188	\$39,217	1.3248	\$42,628	1.3566	\$43,651	1.4308	\$46,039
7	1.1316	\$36,411	1.2376	\$39,822	1.3436	\$43,233	1.3754	\$44,256	1.4496	\$46,644
8	1.1504	\$37,016	1.2564	\$40,427	1.3624	\$43,838	1.3942	\$44,861	1.4684	\$47,249
9	1.1692	\$37,621	1.2752	\$41,032	1.3812	\$44,443	1.4130	\$45,466	1.4872	\$47,854
10	1.1880	\$38,226	1.2940	\$41,637	1.4000	\$45,048	1.4318	\$46,071	1.5060	\$48,459
11	1.2068	\$38,831	1.3128	\$42,242	1.4188	\$45,653	1.4506	\$46,676	1.5248	\$49,063
12	1.2256	\$39,436	1.3316	\$42,847	1.4376	\$46,258	1.4694	\$47,281	1.5436	\$49,668
13	1.2444	\$40,041	1.3504	\$43,452	1.4564	\$46,863	1.4882	\$47,886	1.5624	\$50,273
14	1.2632	\$40,646	1.3692	\$44,057	1.4752	\$47,468	1.5070	\$48,491	1.5812	\$50,878
15	1.2820	\$41,251	1.3880	\$44,662	1.4940	\$48,072	1.5258	\$49,096	1.6000	\$51,483
16	1.3008	\$41,856	1.4068	\$45,267	1.5128	\$48,677	1.5446	\$49,701	1.6188	\$52,088
17	1.3196	\$42,461	1.4256	\$45,872	1.5316	\$49,282	1.5634	\$50,306	1.6376	\$52,693
18	1.3384	\$43,066	1.4444	\$46,476	1.5504	\$49,887	1.5822	\$50,910	1.6564	\$53,298
19	1.3572	\$43,671	1.4632	\$47,081	1.5692	\$50,492	1.6010	\$51,515	1.6752	\$53,903
20	1.4072	\$45,279	1.5132	\$48,690	1.6192	\$52,101	1.65098	\$53,124	1.72518	\$55,511
21	1.4072	\$45,279	1.5132	\$48,690	1.6192	\$52,101	1.65098	\$53,124	1.72518	\$55,511
22	1.4072	\$45,279	1.5132	\$48,690	1.6192	\$52,101	1.65098	\$53,124	1.72518	\$55,511
23	1.4072	\$45,279	1.5132	\$48,690	1.6192	\$52,101	1.65098	\$53,124	1.72518	\$55,511
24	1.4072	\$45,279	1.5132	\$48,690	1.6192	\$52,101	1.65098	\$53,124	1.72518	\$55,511

APPENDIX B
SALARY SCHEDULE
ASSISTANT PRINCIPALS, DIRECTORS,
COORDINATORS, PRINCIPALS, SUPERVISORS

A. Personnel receiving compensation per this appendix shall have their salaries determined by the following formula unless specified otherwise:

$$\text{Teacher Base Pay**} \times \text{Contract Multiplier} \times \text{Job Index} = \text{Base Salary}$$

$$\text{Base Salary} + \text{Career Ladder (if qualified)} + \text{Extended Contract (if granted)} = \text{Total Salary}$$

Contract Multipliers are as listed:

ten and one-half month contract (210 days)	=	1.05
eleven month contract (220 days)	=	1.10
twelve month contract directors and coordinators (240 days)	=	1.20
twelve month contract principals and supervisors (260 days)	=	1.30

The length of the contract awarded for personnel affected by this appendix is determined by the Wilson County Board of Education based on the needs of the school system. Should an individual administrator's length of contract be extended, the additional compensation shall be appropriately calculated.

**Basic state and local salary according to requirements stipulated in this Agreement, according to compensation and training and experience levels on the teachers' salary schedule in Appendix A.

B. Indices

Principals: K-5, Vocational Center, Adult High School

Students	0001 +	=	1.20
	0601 +	=	1.21
	1001 +	=	1.22
	1201 +	=	1.23

Principals: K-8, 6-8

Students	0001 +	=	1.21
	0601 +	=	1.22
	1001 +	=	1.23
	1201 +	=	1.24

Principals: 9-12

Students	0001 +	=	1.22
	0601 +	=	1.23
	1001 +	=	1.24
	1201 +	=	1.25

The number of students shall be determined by the preceding year's Average Daily Membership (ADM) in the respective school where the principal is assigned, unless there is a change in grade structure and/or the opening of a new facility which affects student enrollment. In that event, the pay index for a principal shall be determined by the number of students enrolled at the end of the first (1st) attendance reporting period and adjusted retroactively.

Mary Ann Sparks 6/24/09
Board Negotiator Date

[Signature] 6-24-09
WCEA Negotiator Date

Other School Administrators

Assistant Principals		
K-5	=	1.14
K-8 or 6-8	=	1.155
9-12	=	1.17
Coordinators	=	1.074
School Psychologist	=	1.074
Directors	=	1.17
Instructional Supervisors	=	1.25

Directors shall work twelve (12) months. This reference to director specifically excludes the director of schools.

Instructional Supervisors shall work twelve (12) months. Special Note: An instructional supervisor hired prior to July 1, 1997 that has uninterrupted employment in the School System in the said position may opt to be paid by the following method: An instructional supervisor's compensation shall be five dollars more than that of the highest paid principal or teacher in his/her area of responsibility, provided that a resignation or retirement does not reduce the compensation of a currently employed supervisor. When state and/or local raises are affected, supervisors shall receive raises commensurate with their positions on the salary schedules currently in effect.

*Pursuant to TCA 49-5-612, "...any items negotiated by a Board of Education and a professional employees' organization which require funding shall not be considered binding until such time as the body empowered to appropriate the funds has approved such appropriations."

Mary Ann Sparks 6/24/09
Board Negotiator Date

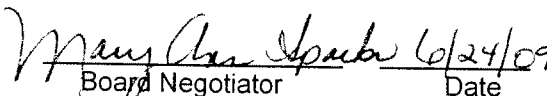
[Signature] 6/24/09
WCEA Negotiator Date

APPENDIX C
SALARY SUPPLEMENT SCHEDULE

During the term of the Agreement of which this Appendix is a part, teachers assigned to coaching and other extracurricular programs approved by the Board of Education and specified below will receive additional compensation. Subject to approval by the superintendent/director of schools, supplement payments shall be made to teachers who have been recommended and assigned by the principal to one of the activities listed herein. This list of assignments is due before the end of the second week of any school year. In order for a coach to receive the supplement as set forth in this appendix, his team must be actively involved in scheduled, regular season, interscholastic competition, with appropriate papers being filed with the TSSAA where applicable. The teams must compete in a minimum of seventy-five percent (75%) of scheduled regular season games. The following salary supplement schedule is for work outside the 7 1/2 hour school day, is for the complete responsibility associated with the designated extra duty, and includes all preschool work and work beyond the school day.

The rates shall be adjusted when certified personnel receive an increase in compensation. The increase shall be determined by taking the certified pay scale average percentage increase and applying this percentage increase to the respective flat rate. No teacher shall receive an amount exceeding \$11,063 for extra duties during the regular school year.

<u>High Schools</u>	<u>Supplement</u>
Athletic Director (9-12)	\$1,924
Football Head Coach	\$7,215
Football Assistant Coach	\$4,810 (a)
Basketball, Boys - Head Coach	\$7,215
Baseball, Boys Assistant Coach	\$4,810 (a)
Basketball, Girls - Head Coach	\$7,215
Basketball, Girls Assistant Coach	\$4,810 (a)
Baseball Coach	\$3,848
Baseball Assistant Coach	\$1,924 (a)
Softball Coach	\$3,848
Softball Assistant Coach	\$1,924 (a)
Volleyball Coach	\$2,405
Volleyball Assistant Coach	\$1,203 (a)
Tennis, Boys Coach	\$1,924
Tennis, Girls Coach	\$1,924
Track, Boys Coach	\$3,848
Track, Boys Assistant Coach	\$1,924 (a)
Track, Girls Coach	\$3,848
Track, Girls Assistant Coach	\$1,924 (a)
Cross Country Coach, Boys	\$1,924
Cross Country Coach, Girls	\$1,924
Golf Coach, Boys	\$1,924
Golf Coach, Girls	\$1,924
Soccer, Boys Coach	\$1,924
Soccer, Girls Coach	\$1,924
Wrestling Coach	\$3,848
Wrestling Assistant Coach	\$1,924 (a)
Bowling Coach	\$1,924
Cheerleading Coach(s)	\$5,772 (g)
Dance Team Coach	\$1,924 (b)
Director of Instrumental Music	\$4,810
Assistant Director of Instrumental Music	\$1,924


Board Negotiator Date 6/24/09


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2009 – 2012 Teacher Contract

Director of Choral Music	\$1,443
Drama Director	\$ 962 (d)

Ninth Grade

Football Head Coach	\$2,886
Football Assistant Coach	\$1,924 (a)
Basketball, Boys Head Coach	\$2,886
Basketball, Girls Head Coach	\$2,886
Baseball Coach	\$1,924
Softball Coach	\$1,924
Cheerleading Total Supplement	\$3,848 (g)
Volleyball Coach	\$1,443
Track Coach	\$1,443
Soccer, Boys Coach	\$ 721
Soccer, Girls Coach	\$ 721
Wrestling Coach	\$1,924

Schools with Grades 6-8 and 7-8 Inclusive

Supplement

Athletic Director	\$ 962
Football Head Coach	\$2,405
Football Assistant Coach (3 @ \$1,443)	\$4,329
Basketball, Boys Coach	\$2,405
Basketball, Girls Coach	\$2,405
Cheerleading Total Supplement	\$1,443 (g)
Volleyball	\$1,443
Track/Cross Count	\$1,443
Soccer, Boys Coach	\$ 962
Soccer, Girls Coach	\$ 962
Baseball Coach	\$1,443
Softball Coach	\$1,443
Wrestling Coach	\$1,924
Golf Coach	\$1,924
Director of Instrumental Music	\$1,924 (c) (e)
Director of Choral Music	\$ 962
Drama Director	\$ 962 (d)
Dance Team Coach	\$ 962

Schools with K-5

Supplement

Drama or Choral Music Director	\$ 962 (f)
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- (a) The maximum total number of assistant coaching positions/supplements (not individual persons) per school, grades 9 - 12, shall not exceed the following: 5A and 4A schools--fifteen (15); 3A--twelve (12); and 2A and 1A--nine (9). It is the principal's responsibility to designate the assignment of assistant coaches to specific sport.
- (b) Compensation for Senior High dance team directors will be paid for teams meeting the following criteria: (1) season length comparable to school year; (2) performance at scheduled school sport events; and (3) competition in at least three (3) state, regional or national events.
- (c) Compensation for High School and Middle School Instrumental Music directors will be based one (1) season length comparable to school year, (2) performance dates/times and productions to be pre-approved by the building level administration.

Mary Ann Sparker 6/24/09
Board Negotiator Date

[Signature] 6-24-09
WCEA Negotiator Date

- (d) Senior High and Middle School drama directors shall be compensated at the rate of \$481 per major production with a maximum of two (2) productions each year. Compensation will be payable after the completion of each production upon written notification to the payroll department by the principal. Supplement listed may be equally divided between one or more individuals.
- (e) Employees assigned this supplemental duty prior to July 1, 2007 shall be paid a supplement of \$2,992 as long as they remain, with uninterrupted service, in the position of Director of Instrumental Music and fulfill the duties as described within Appendix C.
- (f) Elementary drama or choral music director shall be compensated at the maximum rate of \$481 per major production with a maximum of two (2) productions each year. Compensation will be payable after the completion of each production upon written notification to the payroll department by the principal. Supplement listed may be equally divided between one or more individuals.
- (g) Supplement listed for cheerleading coach(s) may be equally divided between one or more individuals.

Pursuant to TCA 49-5-612, "...any items negotiated by a Board of Education and a professional employees' organization which require funding shall not be considered binding until such time as the body empowered to appropriate the funds has approved such appropriation."

Mary Ann Sparks 6/24/09
Board Negotiator Date

[Signature] 6 24 09
WCEA Negotiator Date

APPENDIX D
WILSON COUNTY SCHOOLS
DIFFERENTIATED PAY PLAN


- A. Wilson County Schools will reimburse college tuition, up to \$3,000 per year to add an additional teaching endorsement in one of the following areas:

Chemistry
Physics
Mathematics
Foreign Language
ESL

Additional courses may be considered for the endorsement program based on system needs on an annual basis.

1. This offer is limited to teachers in their second year or more with Wilson County Schools.
 2. This reimburses for tuition and/or Praxis exams only. It does not include books, materials or other associated fees.
 3. There is a lifetime maximum of \$9,000 per person.
 4. The added endorsement must be earned within three years of beginning the program.
 5. After verification of the new endorsement, the teacher must transfer when requested to any vacant teaching position in that subject area.
 6. The teacher must remain employed with Wilson County Schools for a period of no less than three consecutive years after the endorsement is earned unless the school system determines that it is not in its interest to employ the teacher.
 7. Failure to remain employed with Wilson County Schools for three years will result in the employee being required to reimburse the system up to 100% of the tuition cost on a prorated scale. *
 8. Reimbursement for coursework cost is contingent upon passing grades at the end of each semester.
 9. Failure of completion of the endorsement program, and successful application to the State of Tennessee for licensure with added endorsement will result in the employee being required to reimburse the system 100% of the tuition cost.
 10. The required Praxis tests will be reimbursed only with proof of passing scores.
- B. A one time bonus of \$2,000 will be paid to those employees who successfully complete the endorsement program as stipulated in A by the year 2010-2011.
- C. Starting with the 2008-2009 school year, a one time bonus of \$3,000 will be paid to the teachers currently employed by the Wilson County School System who complete a Master's degree in the subject area they teach at an accredited college.

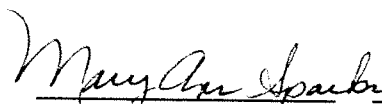

Board Negotiator 6/24/09
Date


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Date

1. The bonus will be paid upon completion of the degree. The teacher is responsible for providing the Wilson County School System a certified transcript showing completion of the degree. Additional pay on the salary schedule is subject to provisions stated in the negotiated contract.
 2. The teacher must remain employed with Wilson County Schools for a period of no less than three consecutive years after the Master's degree is earned unless the school system determines that it is not in its interest to employ the teacher.
 3. Failure to remain employed with Wilson County Schools for three years will result in the employee being required to reimburse the system up to 100% of the bonus on a prorated scale.**
 4. An employee may opt to be reimbursed under the guidelines of Option A or Option C, but not both.
- D. National Board Certification teachers shall receive an annual bonus of \$1200 each school year. The amount will be paid in 24 equal installments of \$50. A certificate in good standing of National Board Certification shall be on file in the Human Resource Office.

*If the teacher remains employed as a teacher with Wilson County Schools for three full years after completing the endorsement, no reimbursement is necessary. If the teacher teaches only two full years with our system after completing the endorsement, they must reimburse the system 1/3 of the entire cost paid for tuition/Praxis. If the teacher teaches one year with our system after completing the endorsement, they must reimburse the system 2/3 of the cost of the tuition/Praxis. If the teacher teaches less than one full year with our system after completing the endorsement, they must reimburse the system 100% of the cost of the tuition/Praxis.

** If the teacher remains employed as a teacher with Wilson County Schools for three full years after completing the Master's degree, no reimbursement is necessary. If the teacher teaches only two full years with our system after completing the Master's degree, they must reimburse the system 1/3 of the entire cost paid for the bonus. If the teacher teaches one year with our system after completing the Master's degree, they must reimburse the system 2/3 of the cost of the bonus. If the teacher teaches less than one full year with our system after completing the Master's degree, they must reimburse the system 100% of the cost of the bonus.


Board Negotiator 6/24/09
Date


WCEA Negotiator 6 24 09
Date