

**HAYWOOD COUNTY  
EDUCATION ASSOCIATION  
AGREEMENT**

**JULY 1, 2009—JUNE 30, 2012**

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**ARTICLE I:  
RECOGNITION**

**A. Unit**

The Board hereby recognizes the Haywood County Education Association, an affiliate of the Tennessee Education Association and the National Education Association, as the exclusive representative of all professional employees of the Board excluding those designated as “management personnel” as defined by TCA 49-5-608.

**B. Definitions**

1. “Professional employee” — The phrase “professional employee” includes personnel employed by the Board in a position which requires a certificate issued by the State Department of Education for service in public elementary and secondary schools of Tennessee supported, in whole or in part, by local, state, or federal funds. Whenever the singular is used in this agreement, it is to include the plural, and references to males will include females.
2. “Board” shall mean the Board of Education of the Haywood County School System or its duly authorized representatives as defined by TCA 49-5-602.
3. “Association” shall mean the Haywood County Education Association or its duly authorized representatives.

## **ARTICLE II:**

### **NEGOTIATIONS PROCEDURES**

#### **A. Mutual Commitment to Good Faith Negotiations**

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

#### **B. Meetings**

1. Negotiations will begin upon mutual consent.
2. The first meeting will take place at the Haywood County Board of Education. Additional meetings as may be necessary to complete an agreement shall be agreed upon by the negotiations representatives.
3. The Board and the Association may reinstate negotiations at any time that both agree it is necessary.

#### **C. Negotiations Teams**

The number of bargaining representatives for each party shall be limited to those numbers mandated by law or, in the case of the Association, to that number previously certified to the Board. Each party, however, may select two alternates to serve on the negotiating team and to represent them at the negotiating table. Either party may, if it so desires, utilize representatives to assist in preparation of negotiation items in accordance with TCA provisions.

The parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals and counterproposals, and to reach tentative agreement on items being negotiated.

#### **D. Access to Information**

The Board shall furnish to the Association upon request all available information concerning the financial resources of the school system including annual financial reports, tentative budgetary requirements and allocations from the County Magistrates, agenda and minutes of all Board meetings, treasurer's reports, salary scales which would include the number of teachers in time and pay on the scale, and other such information which would assist the Association in developing constructive proposals. The Association will pay a reasonable cost for the reproduction of the materials.

#### **E. Mediation**

If reasonable efforts do not produce agreements, either party may request mediation through the Federal Mediation and Conciliation Service. The cost of the services of the mediator shall be borne by the party requesting mediation.

#### **F. Fact Finding / Advisory Arbitration**

If the mediator is unable to bring the parties to agreement, either party may, by written notification of the other, request that their differences be submitted to fact-finding/advisory arbitration through the American Arbitration Association and in

accordance with its rules and regulations. The arbitrator shall make findings of facts and recommend terms of the settlement, which recommendations shall be advisory only, and shall be made within 30 calendar days after his appointment. The cost for the services of the arbitrator shall be borne by the party requesting the arbitrator.

#### **G. Continued Negotiations**

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

#### **H. Tentative Agreement**

1. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the agreement.
2. Should the body empowered to appropriate funds fail to approve any appropriation necessary to the negotiated agreement, the Board or its representatives and the professional employees' organization or its representatives shall renegotiate an agreement within the amount of funds appropriated.

### **ARTICLE III:**

#### **MANAGEMENT RIGHTS**

Except as limited in accordance with the provision of this agreement, the parties recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the public school system in Haywood County. The Board has the right and responsibility to exercise executive, management, and administrative control of the school system properties, and students and staff; to establish, change, or modify methods, techniques, schedules, curriculum, or extra-curricular activities; to establish the duties, responsibilities, and evaluation of employees; to increase, decrease, or discontinue operations, programs, or facilities in whole or in part; to contract, subcontract, transfer, lease, assign, or convey services performed by employees in the negotiation unit in whole or in part; to establish, change, modify, and enforce school regulations and Board policies. All rights and powers possessed by the Board prior to the execution of this agreement and not specifically waived herein shall be retained solely and exclusively by the Board.

**ARTICLE IV:  
ASSOCIATION RIGHTS**

**A. Use of Facilities**

The Association shall have access at reasonable times to areas in which professional employees work, to use institutional bulletin boards, mailboxes (both physical and electronic), or other communications media, or to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by Section 9 of the Professional Negotiations Act subject to reasonable written regulations promulgated by the Board. No rental charges will be assessed the Association for the use of buildings for meetings of the general membership and committees. The Association shall pay all reasonable costs for all materials and supplies incidental to such use of the aforementioned facilities or equipment.

**B. Communications**

The Association shall have the right to use an assigned bulletin board located in the employees' lounge for the purpose of posting official information and notices relating to the Association. The posting of materials will be done only by the building's Association representative. A copy of the posted material will be submitted to the Director of Schools in a timely fashion after posting. The Association shall be permitted the use of teachers' mailboxes, both physical and electronic, for the purpose of communication to members of the Association. The Board agrees not to use the assigned bulletin boards to post or distribute material for such boards to be publicly viewed that would malign the Haywood County Education Association or its affiliates.

**C. Access to Members**

Association representatives and the President of the Association — when not involved in teaching, planning, or the supervision of students — may visit with teachers regarding Association business at school locations before and after school hours and during times in which the teacher is not directly responsible for supervision and instruction of students. The President of the Association and representatives of the Association shall report their arrival on school premises. Visits by Association officers and/or Association representatives shall not be at such times or in such a manner as to interfere with the normal work of the employees or operations of the location being visited, as determined by the Board, provided such representatives first arrange such visit one day in advance with the principal or the principal's designated representative, or less by mutual agreement.

**D. Telephone**

The President of the Association or other Association officers and AR's shall be allowed to make or accept telephone calls related to the President's duties in the same manner in which personal calls are handled. If these members are free from teaching responsibilities or other assigned duties, they may have use of the general office phone to conduct Association business. Calls for these members received while they are engaged in classroom instruction or other assigned duties will result in a message delivered to them so that they may return the call on their free time.

#### **E. Released Time**

1. The President of the Haywood County Education Association shall be allowed three (3) days released time beyond his/her two (2) personal leave days to conduct Association business provided the Association reimburses the Board for the cost of the substitute per day during his/her absence.

2. Released time shall be granted to representatives of the Association for the purpose of conducting Association business in this manner: two (2) days to any (1) individual or one (1) day to each of two (2) people. One (1) day of released time shall be granted to each delegate for the purpose of attending the Representative Assembly. The Association shall reimburse the Board for the cost of a substitute for each of the days of released time.

#### **F. Sub-Contracting**

Contracts between the Board and outside agencies which will result in classroom instruction being provided, supervised, or otherwise influenced by any person or persons, organization, group, or company other than properly certified persons not employed by the Haywood County Board of Education will be discussed with the Association prior to commitments. This clause in no way prohibits the Board of Education from entering into agreements with other agencies or persons to provide services for handicapped children when the local system is unable to provide adequate facilities or services for such children.

#### **G. Exclusive Rights**

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent teachers during the time periods of this agreement.

#### **H. Board Agenda**

1. The Board shall supply the President of the Association with the proposed agenda of each Board meeting as soon as it is finalized for presentation. The President or the President's representative will be a standing item on the agenda to respond to items relating directly to the Association business. The Board shall supply the President of the Association with the minutes after each Board meeting.

2. An Association representative of the school in which the mid-monthly luncheon occurs will be an invited guest.

**ARTICLE V:  
GRIEVANCE PROCEDURES**

**A. Definition**

1. A "grievance" shall mean any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
2. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 A.M., the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.

**B. Procedures**

*Step #1:* The employee or the Association shall submit on a standardized grievance form (enclosed with the contract) to the immediate supervisor the listed grievance. Such communication shall take place within 30 days of the grievant's knowledge of the alleged violation. The supervisor shall within 10 days of his receipt of the grievance, arrange for a meeting with the grievant to take place for a clarification of the grievance. A representative of the Association may be present. The immediate supervisor shall within 5 days provide the grievant and the Director of Schools a written position on the grievances. Should the grievant not be satisfied with the disposition of the grievance made by his immediate supervisor, he may proceed to Step #2.

*Step #2:* Within 10 days of receiving an unsatisfactory disposition of his grievance from his immediate supervisor, the employee may arrange a conference with the Director of Schools, which shall be scheduled within 5 days of the Director's receipt of such request. The immediate supervisor, the grievant, and a representative of the Association, if the grievant requests the presence of a representative, shall attend the conference. Either party may bring witnesses as the sides deem necessary. After hearing the diverse sides, the Director shall within 5 days submit his written reasons for the decision. If the grievant is not satisfied with the Director's disposition of the matter, the grievant may proceed to Step #3.

*Step #3:* Within 10 days of receiving an unsatisfactory answer from the Director, the grievant may request a hearing before the Board of Education by informing the Director of this desire. The Board shall hear the grievance at its next regularly scheduled Board meeting. The board shall respond in writing within 10 days after the review is completed. If the grievant is not satisfied with the Board's disposition of his grievance, he may submit said grievance to advisory arbitration, with Association approval, as provided by the Federal Mediation and Conciliation Service and specifically provided for in Step #4.

*Step #4:* If the grievant desires to submit his grievances to advisory arbitration, he must do so within 10 days of his receipt of an answer from the Board. The arbitrator shall have no power or authority to add to, subtract from, change, modify, or alter in any way provisions of the agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this agreement. Furthermore, the arbitrator shall have no power to change any practice, policy, or

rule of the Board, nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, or rule. The decision of the arbitrator shall be presented to the Board for adoption or rejection. The Board will then take a final vote to adopt or reject the findings of the mediator. The fees of the arbitrator shall be shared equally by the Board and the grievant.

### **C. Advanced Step Filing**

1. If the Association and Director agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.
2. If the Association and Director and the Board agree, Step 1 and Step 2 of the grievance procedure may be bypassed, and the grievance brought directly to Step 3.
3. If the Association, the Director, and the Board agree, a grievance may be submitted directly to arbitration.
4. Class grievances involving one or more teachers or supervisors, and grievances involving an administrator above the building level may be initially filed by the Association in Step 2.

### **D. Filing of Materials**

All documents, communications, and records dealing with the processing of a grievance shall become a part of a separate grievance personnel file and shall not be forwarded to any prospective employer of the grievant nor alluded to in any communication between the administration and said prospective employer.

### **E. Released Time**

No hearing will be held during school hours.

### **F. General**

Any grievance which is not advanced by the grievant from one step to the next within the time limit provided for in that step, shall result in the grievance's being considered withdrawn.

**ARTICLE VI:  
PAYROLL DEDUCTIONS**

**A. Authorization**

Any teacher desiring to apply for membership in the NEA, TEA, and HCEA may have their dues deducted from their pay by signing a form which authorizes such deductions. The form of assignment shall be the United Education Profession membership enrollment form. These forms shall be presented to the Board office. Deductions shall continue from year to year without interruption in accordance with the above signed enrollment form. Yearly dues deductions will be made by the Board in twenty-four equal installments beginning with the first check. If someone joins late, the remaining pay periods will be divided in equal installments. The Board agrees to make monthly payments to the treasurer of HCEA. No dues deductions will be made for professional employees who authorize deductions after September 5 except for those employees hired after that date. If an employee terminates employment prior to the final deduction for that year, June 15, the remaining balance of dues shall be deducted from the final check, unless that employee is transferring to another school system in Tennessee. Upon notification to the Director that a member is leaving the System, prior to the end of the school year, the HCEA President shall be notified in writing within five days of the employee's final check, if any obligation to HCEA is not satisfied.

**B. Other Payroll Deductions**

The Board agrees to make payroll deductions, upon employee's request, for products approved by the Association and the Board of Education. The continuation of current deductions will be allowed, but a minimum of 10 contracts will be necessary to petition for a new payroll deduction. Requests should be filed in writing with the Board of Education for product availability through payroll deduction. Deductions will remain in place for the school year unless circumstances warrant cessation of such. Written request would be necessary before discontinuing any deduction, as allowable by law. Deductions will continue from year to year without interruption as agreed upon in contract, with the exception of blanket changes for premiums. Cafeteria Plan-covered deductions contract for one year and only the serving company (currently Colonial) could determine withdrawal from Plan-covered products. Electronic deposit will be made available during an enrollment period at the start of a new school year. Employees choosing this option will continue for the entire year. Only extenuating circumstances would allow changes to this procedure. New teachers, hired after the beginning of the school year, shall be afforded 10 teaching days in which to enroll in the above-mentioned plans.

**ARTICLE VII:  
SALARIES AND WAGES**

**A. Salary Schedule**

The salary of each professional employee shall be covered by a salary schedule as agreed upon and set forth in an appendix to this agreement.

**B. Placement on Salary Schedule**

*1. Adjustment to Salary Schedule*

Each professional employee shall be placed on the proper step of the salary schedule at the beginning of each school year and in accordance with paragraph two (2) below.

*2. Credit for Experience*

Each teacher shall be awarded full credit for allowable teaching experience and academic training as established under the State Board of Education's Rules, Regulations, and Minimum Standards 0520-1-2-09.

*3. Method of Payment*

Teachers, who have worked a minimum of 200 days, shall be paid in twenty-four (24) equal installments on the fifteenth and last day of each month.

*4. Exceptions*

When a pay day falls on or during a school holiday, vacation, or weekend, professional employees shall receive their checks on the last previous working day.

*5. Twelve-Month Pay*

Each professional employee shall receive one check on the last day of school or the last day of May, whichever shall come first, and upon request, the final checks as soon as funds are made available by the state. Those teachers on direct deposit will have the same options about the request as above. If the teacher chooses to have the checks spaced out over the summer, the notification needs to be hand delivered to the payroll clerk in writing prior to May 1. These last five payments will have to be received on a regular check and not on direct deposit.

**C. Supplemental Pay**

*1. Extra-Curricular Activities*

Extra-curricular activities are defined as those activities which occur at times other than the normal school day and are scheduled, school-sponsored events such as local athletic events and local band concerts. Extra-curricular activities do not include those duties normally assigned teachers which are supervisory in nature and are on a rotating basis such as early/late duty, faculty meetings, and club sponsorship. Only those teachers who receive no special supplement for their involvement in that activity will be allowed to claim the reimbursement. Reimbursement will be at the rate of \$18 an hour. Only those expenditures approved by the principal of the school and Director of Schools including the number of hours to work will be allowable. Teacher participation in extra-curricular activities shall be voluntary.

## *2. Expenses of Traveling Employees*

Professional employees who have teaching responsibilities at more than one school location will be compensated at a rate established by the Board for one trip per day between school locations on days when this travel occurs. Reimbursement will not be made for trips between home and school. Mileage sheets verifying distances traveled and purposes of such travel shall be turned in monthly to the Director. Payment will be made subject to his approval.

## *3. Extended Contract*

Professional employees who are chosen for extended contracts shall not receive less than an amount equal to their salary calculated on the current teacher salary index for degree and experience. This calculation will be figured by dividing their current teacher salary by 200 days to calculate a daily rate of compensation.

## *4. Perfect Attendance*

There will be a cash bonus of \$500 paid to any teacher who has perfect attendance for the school year. There will be a cash bonus of \$300 paid to any teacher who has only one absence for the entire year. Days absent for professional growth, when directed to attend such session by the building principal, will not count as an absence from school for the purposes of this incentive.

## **D. Additional Benefits in Lieu of Salary**

The Haywood County School Board shall require schools to provide teachers with a teacher ID card, which may be used for the following purposes:

1. Free admission into school-sponsored activities, such as basketball, football, and/or associated athletic contests held locally. (State playoffs are not covered.)
2. Free admission to school-sponsored productions such as drama, special programs, and/or school-sponsored community events.
3. Discounts as available from agencies, businesses, and organizations which recognize and support public education and educators.

**ARTICLE VIII:**

**INSURANCE**

- A. The Board shall provide professional employees with the following partially or fully paid insurance protection:

1. *Hospitalization and Major Medical Insurance Policy*

The Board agrees to continue to fund its share of medical insurance at a level to be negotiated each year when the premium is determined by the state. If a professional employee does not participate in the Board offered health insurance plan, EMSP insurance will be provided as in the past (\$55.00 per month).

2. *Workmen's Compensation*

The Board shall provide Workmen's Compensation for all professional personnel employed by the Board of Education.

3. *Dental Insurance*

The Board will fully fund all dental insurance, based on a single individual policy. The Board will be responsible for all future dental insurance increases.

**ARTICLE IX:**

**SCHOOL CALENDAR**

**A. The School Calendar**

The school calendar shall be composed of 200 days: a minimum of 180 days of instruction; 10 days of vacation; 5 days of in-service; 5 other days which the use of is to be determined by the Board. The Association may present, prior to February 1 of each year, suggestions and recommendations relative to the next year's calendar. The Board shall consider these suggestions before making a final decision on the next year's calendar. In case adjustments have to be made in the school calendar during the year because of weather or other unforeseen events, the President of the Association, or a representative, will meet with the Director and offer suggestions concerning such changes prior to the adoption of a revised calendar by the Board.

**ARTICLE X:  
PROFESSIONAL COMMITTEE**

The Board and the Association agree that programs which provide increased opportunities for teacher involvement in decision making can be beneficial to all involved in the education process. To that end, the Board agrees to the establishment of a professional committee. These committees will serve to exchange information, consider problems, and discuss improvements.

- A. The school committee will consist of the principal and Association Representatives (AR's).
- B. The school committee will meet at least once a month.
- C. The system-wide committee will consist of the Director, Association President, and one Association Representative for each school.
- D. The system-wide committee will meet at least once a month.
- E. The system-wide committee will be alternately chaired by the Director and the Association President. Other rules of procedure will be established by the committee.

**ARTICLE XI:  
TEACHING HOURS AND LOADS**

**A. Length of Day**

Regular school hours for all professional employees shall be from 7:45 A.M. to 3:15 P. M. To facilitate the busing schedule, the school hours may be shifted up to fifteen (15) minutes in either direction (7:30 A.M. to 3:00 P.M. or 8:00 A.M. to 3:30 P.M.). In no case will the teaching school day exceed seven hours and thirty minutes (7 hours + 30 minutes).

**B. Teaching Load**

The daily teaching load at all grade levels shall not exceed six (6) hours per day.

**C. Traveling Teachers**

Schedules of professional employees who are assigned to more than one school shall be arranged so that trips between Board of Education facilities shall be kept to a minimum. If they use their own vehicles, mileage will be paid at the local rate. (LEA)

**D. Meetings**

Recognizing the importance of a total educational program in the development of students, the Parties agree that before- and after-school activities, faculty, department, and committee meetings, parent conferences, evening meetings, and other responsibilities beyond the work day are a part of a professional employee's professional responsibility. These responsibilities shall be assumed as necessary,

and/or assigned by the professional employee's supervisor. These assigned activities or meetings shall not exceed 18 hours a school year. In the case that these assigned activities exceed this limit, the Director may choose one of the following two options:

1. Designate the activities or meetings in question to be totally voluntary.
2. Pay the professional employees in question as set out in Article VII, C, 1.

#### **E. Preparation Time**

Classroom teachers shall have at least forty-five (45) continuous minutes of planning time per day. During this time, they may not be assigned any other duties except in the cases of coaching personnel who may wish to use this period for coaching duties. A teacher may choose to use this time for those functions related to planning including meetings with other teachers, with supervisors, and as long as they return to school five (5) minutes prior to the beginning of the next period, they may after notifying the principal in charge, leave the school to go to the Board. Additionally, one day a month on a day designated as "purchase day" with a Director-appointed supervisor, teachers may leave to purchase classroom supplies from local stores. Teachers who are employed by a college or university to teach a college course during the school day will adjust their planning time to before or after regular school hours.

#### **F. Lunch**

A duty-free lunch break must be provided for each teacher.

#### **G. HCEA Meetings**

Members of the Association may be dismissed once a month at student dismissal time for the purpose of attending Association meetings provided some supervisory personnel are left at school for student management purposes.

## **ARTICLE XII:**

### **REQUEST FOR TRANSFERS AND REASSIGNMENTS**

- A. Teachers who desire to transfer to another building or location may file a written statement of such desire with the Director not later than April 15 of any academic year. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference.
- B. Teachers who desire a reassignment may file a written statement of such desire with the building principal or appropriate supervisor not later than April 15 of any academic year. Such statement shall include the grade and/or subject to which the teachers desire to be reassigned.

#### **C. Layoffs/Recalls**

- 1. In the event the Board has to lay off professional employees, the following factors shall be considered: certification and area of endorsement, seniority, tenure, evaluations, curriculum needs, and accreditation requirements. The Board shall give written notification of layoffs.
- 2. Whenever possible, the administration shall provide 30 days written notice to the professional employees affected by the layoff. Such notice shall specify reasons to tenured teachers for the layoff.
- 3. A recall list composed of laid-off teachers shall be kept by the Board. A teacher shall remain on the recall list as long as he/she notifies the Director in writing by March 1 of each year that he/she continues to be available for employment. Such teacher shall be considered ineligible for re-employment if he/she fails to provide such notification. In the event the Board recalls professional employees, it shall consider the same factors that were considered in laying them off.

#### **D. Vacancies**

- 1. During the school year, notices of unencumbered vacancies shall be advertised in the Central Office, in each school building, and sent to the Association President and posted on the system's web site.
- 2. Between the end of one school year and the beginning of the next, such notices shall be posted on a bulletin board at the Central Office, sent to the Association President, and posted on the system's web site.
- 3. The notice of a vacancy shall be posted not less than seven (7) working days prior to filling the position. However, in the event a teaching position is vacated during the school year without notice of ten (10) working days or a position is formed because of growth, the notice of the vacancy shall be posted no less than twenty-four hours before it is filled and will be faxed to each school for posting and to the Association President to allow current employees to contact the appropriate administrator.
- 4. Such notices shall contain the date of publication, a description of the position, name of the school, certification requirements, name of the person to whom the application is to be returned, and the date by which the application is to be returned.
- 5. For any application to be considered, it must be filed with the Office of Human Resources no later than the date for submission set forth in the notice of vacancy.

**ARTICLE XIII:  
WORKING CONDITIONS / SAFETY**

**A. Safety**

The Haywood County Board of Education will make every effort within its financial resources to provide for the teachers of the system an atmosphere conducive to teaching and a system of student disciplinary rules and regulations that ensures safety and security for those persons employed by the Board.

- B.** At any point in the disciplinary procedure a teacher feels that he/she is threatened within the classroom by a student, he/she should report this to his/her principal for possible action. Action taken by the principal will be congruent with School Board policy relative to student discipline. If relief is not obtained at this level, the teacher has the right to confer with the Director relative to such matters.

**ARTICLE XIV:  
TEACHERS' MATERIALS AND FACILITIES**

**A. Teaching Materials and Facilities**

The Board will make every effort within its financial means to provide adequate teacher materials and facilities to carry on an adequate program of instruction. The Principal of each school shall provide each teacher with a list of specified school materials that shall be supplied and funded for that teaching position. The pooled money described in TCA 49-3-359 will be spent as determined by a team of teachers, representative of grade and/or subject matter in individual schools. This team shall be selected by the professional school staff.

**B. Access to Telephones**

The Haywood County Board of Education agrees to place a telephone, for teacher use, in each school.

**ARTICLE XV:  
IN-SERVICE EDUCATION**

An in-service education committee shall be appointed to study the in-service education and professional growth needs of professional employees. The in-service education committee shall consist of two (2) members of the Association and two (2) members appointed by the Director. One of the members appointed by the Director shall be the staff development coordinator, who shall serve as chairperson. The Director and the President of the Association shall be *ex-officio* members of the committee. This committee may make recommendations regarding in-service to the Board through the Director.

**ARTICLE XVI:  
LEAVES OF ABSENCE**

**A. Sick Leave**

The Board shall comply with all state laws and State Board rules and regulations concerning such sick leave for professional employees. Teachers will be notified each year, at the issuance of their first check, of the number of sick leave days they have accumulated. "Sick leave" shall mean leave of absence because of illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Upon written request of the teacher accompanied by a statement from her physician verifying pregnancy, any teacher who goes on maternity leave shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes during the period of her physical disability only as determined by a physician.

**B. Personal/Professional Leave**

Personal leave shall be granted in accordance with laws of the State of Tennessee and rules and regulations of the State Board of Education. Professional employees shall earn personal leave at the rate of one (1) day for each half-year employed. This leave shall not accumulate from year to year. If these leave days are unused, they shall convert to sick leave days at the end of the year. Employees may take their two (2) days of personal leave prior to having earned it. If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary. Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Each employee shall give notification in writing to the Principal at least one day in advance.
2. The Principal may deny requests for leave if more than 10% of teachers in his/her given school request its use on the same day.

Professional employees shall earn three professional development days in addition to the two personal leaves. The professional development day is subject to the following conditions:

1. A professional development leave may include a meeting, conference, workshop, seminar, coaching clinic, visitation of a school program, or event which correlates with areas of endorsement or employment.
2. Each employee shall give a notification in writing outlining the intent of the visit to the Principal at least three school days in advance; the Principal shall approve or disapprove all requests for this leave.
3. A brief summary or program of the day's activities must be submitted to the Principal within three school days after the leave. The Principal will submit a copy to the Director.
4. A Principal may deny requests for this type of leave if more than 10% of the teachers in his/her given school request its use on the same day.

### **C. Legal Leave**

If the law requires professional employees to serve on juries, then the Board will continue the teacher's pay minus the jury duty pay for the period the professional employee is required to perform jury duty. Professional employees who are summoned to appear in court as non-party witnesses shall be granted temporary leaves of absence without loss of pay, provided their immediate supervisor is notified a day in advance of the official summons. In addition, if the employee receives compensation for his services in court, the professional employee shall be paid only the difference between his legal service pay and his regular salary. After completing such legal obligation, the employee will be expected to return to work on the next scheduled work day or on the same day if possible.

### **D. Extended Leaves of Absence**

Professional employees shall be granted leave for required military service, for serving in a full-time public office, for recuperation of health, for parent or child care, or for any Board-approved reason, and for serving as president of TEA. Professional employees may be granted leave to serve in an official capacity in programs such as Career Ladder. Leaves of absence may be granted for educational improvement. All such leaves shall be requested in writing thirty (30) days in advance on forms adopted by the Board. A physician's statement is necessary when extended leave for recuperation of health is requested. The employee's leave application form shall include, but not be limited to: (a) description of the type of leave requested, (b) the requested dates for beginning and ending the leave, and (c) statement of intent to return to the position from which leave is granted. The Director shall report each approved request for leave to the Board. Accumulated sick leave may be utilized where authorized by law and/or state rules and regulations. All leaves, except military, shall be from a date certain; however, leaves may be extended by the Board to a later specified date upon written request from the employee. Positions vacated for twelve (12) months or less by professional employees on leave shall be filled by an interim employee for such time as the employee is on leave. Upon return of said employee within the twelve (12) months, the interim employee shall relinquish the position. Any professional employee on leave of less than one full school year shall at least thirty (30) days prior to the date of return, notify the Director in writing if said employee does not intend to return to the position. Failure to render such notices may be considered breach of contract. In situations where the employee leave is for a full school year, the employee on leave must notify the Director of Schools by April 15 of each year of his/her intentions for the following school year. Failure to provide such notice will cause the leave to be non-renewable.

*Public Office* — Leave to hold public office shall not be extended for more than four (4) calendar years without the consent of the Board.

*Military Leave* — Military leaves of absence shall be granted according to state law to professional employees to fulfill required military obligations in the armed forces of the United States. If within six (6) months after completion of military service they return to the system, they shall be assigned to positions with full privileges and without loss of professional or financial status. Military leave is not applicable for credit toward tenure.

*Sabbatical Leave* — A sabbatical leave may be granted to a professional employee by the Board for study, including study in another area of specialization,

or for other reasons considered by the Board to be of value to the school system. Sabbatical leave shall be granted without pay upon recommendation of the Director and approval by the Board according to the following conditions:

1. *Percentage of Employees* — Sabbatical leave shall be limited to a maximum of five (5) professional employees at any one time.
2. *Requests* — Requests for sabbatical leave shall be presented to the Director no later than April 15 of the year the leave is to begin.
3. *Minimum Time to Qualify* — The professional employee shall have completed at least four (4) full years of service in the Haywood County School System in order to be eligible for sabbatical leave.
4. *Length and Remuneration* — Sabbatical leave shall be limited to one year of twelve (12) months duration. Under special conditions, an additional year may be granted. A professional employee may engage in remunerative employment and may accept grants, scholarships, or fellowships while on sabbatical leave.
5. *Return* — Upon return from sabbatical leave, an employee shall retain full credit for years of teaching prior to the leave for the purpose of determining salary. Tenured employees returning from sabbatical leave shall retain their tenure status.

#### **E. Maternity Leave**

Maternity leave will be granted upon request.

#### **F. Bereavement Leave**

Up to three (3) days of bereavement leave will be granted on the occasion of the death of an employee's spouse, child, grandchild, grandparent, parent, sister, brother, parent-in-law, sister-in-law, brother-in-law, daughter-in-law, or son-in-law. Two additional days without pay may be taken as bereavement leave upon the death of an immediate family member (defined as spouse, child, or parent) should the employee so request. These additional days will need approval by the Director or his/her designee.

#### **G. Family Medical Leave Act**

##### *1. Scope*

- a. An employee shall be entitled to use twelve (12) weeks of FMLA leave for the birth of a child and care for the newborn, or placement with the employee of an adopted or foster child; for the care of a child, spouse, or parent with a serious health condition; or because of the employee's own serious health condition. For purposes of the FMLA, the term *child* shall include an adopted or foster child, stepchild, a legal ward, or a child of an employee standing *in loco parentis*, when such a child is either under age eighteen, or age eighteen or older and incapable of self-care.
- b. Leave qualifying as FMLA leave and leave under state law shall count against the employee's entitlement under both laws.
- c. An employee shall have the option to substitute available paid leave for FMLA leave. An employee requesting unpaid FMLA leave shall explain the reasons for the leave, so as to allow for a determination that the leave qualifies as FMLA leave.

## *2. Return Rights*

- a. Upon completion of any leave not in excess of twelve (12) months, the employee shall be returned to the same position held when the leave commenced.
- b. If the leave exceeds twelve (12) months, the employee shall be restored to the employee's original job, or to an equivalent position.

## *3. FMLA Benefits*

- a. For FMLA leave purposes, existing health insurance benefits shall be maintained during the period of leave on the same basis as coverage would have been provided if the employee had been continuously employed during the leave.
- b. A leave year shall be defined as the period from July 1 through June 30.
- c. The employee shall be responsible for the employee's portion of the existing health insurance premiums during the FMLA leave.
- d. The employee has the right to appeal to the Board.

## *4. Application for Leave*

- a. All leave shall be requested in writing at least thirty (30) days in advance unless thirty (30) days notice is not possible or practical.
- b. The Board may require a medical certification of a seriously ill spouse, child, parent, or of the employee's own serious health condition at the time of the leave request. The medical certification shall be limited to a statement by the certifying health care provider as to the date the condition commenced, the probable duration of the condition, whether in-patient hospitalization may be required, and whether the employee is unable to perform the essential functions of the employee's position.

**ARTICLE XVII:  
TEACHER EVALUATION**

**A. 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 county, and the ability of the teacher to deliver that quality education.

**B. Notification**

During the first month of school, each professional employee shall be informed of the evaluation procedures, criteria, and instruments to be used during that school year, and of the supervisor(s) responsible for his/her evaluation.

**C. Evaluation**

1. Formal evaluations shall be conducted only by a qualified building principal, assistant principal, and/or immediate supervisors who have direct responsibility for programs in which the professional employee is involved.
2. Formal evaluations should include observations made by a supervisor for a minimum of thirty (30) minutes. All observations of the performance of a professional employee shall be conducted openly and with the full knowledge of the professional employee.
3. Non-tenured professional employees shall be observed for the purpose of evaluation at least three (3) times during the school year. These observations shall occur prior to April 1 of each year and shall be scheduled at reasonable intervals. Tenured teachers shall be evaluated at least once every three (3) years. At the discretion of the principal, such observations may occur more often.

**D. Conferences and Reports**

1. Any written evaluation shall be confidential. A conference shall be held between the evaluator and the employee to discuss the written evaluation as soon as possible after observations are complete.
2. Both parties shall sign formal written evaluation forms. The signature of the employee shall mean only that the employee has seen the evaluation, and does not necessarily imply agreement. A copy of the evaluation shall be provided to the professional employee.
3. If a professional employee disagrees with the evaluation, the employee may submit within five working days a written statement which must be attached to all file copies.
4. A copy of each evaluation shall be transmitted to the Board office and made a part of the employee's personnel record.

**E. Assistance**

Both parties recognize the need to assist employees in improving their professional skills. Positive assistance shall be provided professional employees when deficiencies related to their job performance are observed. Suggestions for improvement must be submitted in writing to the employee. Teaching materials or equipment needed to perform these suggestions shall be made available.

**ARTICLE XVIII:  
PERSONNEL FILES**

**A. Definition**

A professional employee's personnel file is defined as the professional employee's record maintained in the Director's office and/or Principal's office.

**B. Access by the Professional Employee**

A professional employee shall have access, during reasonable times, to his/her personnel file and be allowed to receive a copy of specific documents in his/her files. Reasonable charges may be assessed for such copies should the necessity arise. Any information maintained in the Principal's files shall become a part of the employee's personnel file within 60 days of the Principal's notation.

**C. Maintenance**

All personnel files for professional employees shall be kept in the office of the Director, and the information contained therein shall remain confidential. The professional employee may be present at the time the file is opened. A professional employee shall be allowed to file a written response to any negative or derogatory material placed in his/her file. A form for maintaining a record of access to personnel files shall be made available, and when a personnel file is removed from storage, this access record form shall be signed and dated. Such records shall be made available for examination upon request by the professional employee concerned. Files will be purged of derogatory material periodically so that no material shall be kept longer than ten (10) years.

**ARTICLE XIX:  
NON-DISCRIMINATION**

The Association and the Board agree that there shall be no discrimination in the hiring and training, assignment, promotion, transfer, or discipline of teachers or in the application of 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 teacher because the teacher is a member of this Association, or because of his/her participation in collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceedings under this agreement, or law, or otherwise with respect to any terms or conditions of employment.

**ARTICLE XX:**

**PERSONAL AND ACADEMIC FREEDOM**

No religious or political activities of any professional employee, or the lack thereof, outside professional duties, shall be grounds for discipline or discrimination with respect to this employment unless it is determined by competent authority that such activities adversely affect the school system. It is recognized that democratic values can be best transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for professional employee and pupil is encouraged. Such academic freedom shall be subject to reasonable standards of professional responsibility, with regard for the maturity level of the pupils and the laws of the State.

## **ARTICLE XXI:**

### **STUDENT DISCIPLINE PROCEDURES**

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

The Board shall provide reasonable support and assistance to professional employees with respect to the maintenance of control and discipline in the schools.

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

A written policy governing the use of corporal punishment of students shall be adopted by the Board and made known to the professional staff.

#### **C. Classroom or Teaching Station**

The Association recognizes the professional employee's responsibility to maintain discipline in the classroom through management techniques and reasonable exercise of authority. The Board recognizes its responsibility to aid by fostering and promoting good teaching facilities in each teaching area and supporting each professional employee in all Board-approved discipline procedures. Therefore, a professional employee may remove from class and take to the Principal any student that causes serious and/or continued disruption. The professional employee shall provide the Principal or immediate supervisor the complete details of such cases as soon as possible and no later than the close of the same day. When either the Principal, Disciplinary Hearing Authority, or Board determines that the situation has been resolved, the student will be returned to class.

#### **D. Assault on Professional Employees or Students**

Employees are expected to exercise professional judgment when using reasonable and prudent force in protecting themselves or students from physical injury or harm. However, when a professional employee is injured as a result of assault by a student, the Board will provide non-monetary assistance and help the employee to handle the incident through law enforcement and judicial authorities and provide other assistance when absolutely necessary.

#### **E. Absence Due to Assault**

When a teacher is absent from assigned duties as a result of personal injury caused by a physical assault or other violent criminal act committed against the teacher in the course of the teacher's employment activities, the employee shall not lose any pay for the period he is absent, up to twenty (20) working days. Upon proof of receipt of Workers' Compensation coverage, the Board agrees to reimburse the employee for any difference between the regular salary for the first twenty (20) days and Workers' Compensation. The teacher shall receive benefits comparable to a Worker's Compensation program for up to one (1) year after the injury if the local education agency has Workers' Compensation coverage. If the local education agency does not have Workers' Compensation coverage, the benefits, procedures, and standards for determining eligibility shall be the same as if the local education agency had Workers' Compensation. A leave of absence for personal injury resulting from an assault or other violent criminal act shall not be charged to the teacher's sick leave, personal leave, or professional leave accumulated or granted, pursuant to this part.

**ARTICLE XXII:  
FINAL PROVISIONS**

**A. Saving Clause**

If any article, section, or part of this agreement is held to be invalid by any court or competent and final jurisdiction, such decisions shall apply only to the specific article, clause, or part involved and shall not invalidate the remaining portions of this agreement. Parties agree that any article, clause, or part so set aside shall be the subject of negotiations for the purpose of agreeing on substitute language. Such negotiations shall be strictly limited to the article, clause, or part held invalid. Either party may request negotiation concerning the invalidated clause.

**B. Statutory Saving Clause**

Nothing contained herein shall be construed to deny or restrict the rights of professional employees as provided for under Tennessee school laws or other applicable laws, rules, and regulations. All rights granted to professional employees within this agreement shall be assumed to be in compliance with applicable State and Federal statutes.

**C. Reopener**

The parties agree that the county supplement, insurance, and one additional article, chosen by the Association, may be negotiated annually for the duration of this contract. Negotiations on these matters shall begin upon mutual consent of both sides. With the exception of the above, all matters, whether contained herein or not, are final and not subject to negotiation during the life of this contract, except as provided for under the Saving Clause or unless negotiations are reinitiated per Article II, B.3.

**D. Duration**

This agreement shall be effective July 1, 2009, and shall remain in effect through June 30, 2012. If no successor Agreement has been ratified by June 1, 2012, the Board and the Association shall ratify a temporary agreement to remain in full force and effect for no longer than twelve (12) months, or until a successor Agreement has been ratified. The temporary Agreement shall continue all terms, conditions, and benefits in effect on June 1, 2012, but may include by mutual agreement all items renegotiated or agreed upon by the Board and the Association prior to June 1, 2012.

**APPENDIX A:  
TEACHER SALARY SCHEDULE**

<b>Years Experience</b>	<b>Bachelors Degree</b>	<b>Masters Degree</b>	<b>Masters Plus</b>	<b>Education Specialist</b>	<b>Doctorate</b>
<b>0</b>	33,009	35,814	38,584	39,841	42,788
<b>1</b>	34,075	36,933	39,702	40,950	43,900
<b>2</b>	34,115	36,984	39,758	41,018	43,973
<b>3</b>	34,405	37,281	40,065	41,334	44,315
<b>4</b>	34,843	37,796	40,563	41,687	44,902
<b>5</b>	35,532	38,562	41,366	42,618	45,651
<b>6</b>	35,937	39,017	41,832	43,121	46,173
<b>7</b>	36,329	39,473	42,270	43,597	46,663
<b>8</b>	37,168	40,368	43,156	44,511	48,055
<b>9</b>	37,545	40,954	43,621	45,232	49,047
<b>10</b>	38,661	41,955	44,815	46,164	49,303
<b>11</b>	39,073	42,397	45,285	46,606	50,305
<b>12</b>	39,425	42,770	45,643	47,027	50,514
<b>13</b>	39,801	43,230	46,134	47,555	51,552
<b>14</b>	40,461	43,942	46,812	48,199	52,034
<b>15</b>	41,649	45,166	48,054	49,453	53,169
<b>16</b>	41,824	45,356	48,250	49,654	53,189
<b>17</b>	41,916	45,481	48,378	49,941	54,101
<b>18</b>	41,956	45,538	48,440	49,948	54,107
<b>19</b>	42,045	46,058	48,786	50,784	55,049
<b>20</b>	42,239	46,063	48,791	50,791	55,055

Note: For the 2009-2010 school term, all certificated personnel will receive a one-time bonus of \$900.

**APPENDIX B:  
LOCAL SALARY SUPPLEMENTS FOR TEN MONTHS**

**I. PRINCIPALS**

A. Elementary Principal.....	17%
B. Elementary Assistant Principal .....	12%
C. Junior High Principal.....	20%
D. Junior High Assistant Principal .....	17%
E. Senior High Principal .....	22%
F. Senior High Assistant Principal .....	17%
G. Justice Academy Principal .....	18%

**II. ATHLETICS**

A. Football / Basketball	
1. Varsity Head Coach .....	18%
2. Varsity Assistant Coach .....	10%
3. Freshman Head Coach.....	10%
4. Freshman Assistant Coach.....	5%
5. Junior High Head Coach.....	10%
6. Junior High Assistant Coach.....	5%
B. Other Sports	
1. Baseball Varsity Head Coach .....	10%
2. Baseball Varsity Assistant Coach .....	5%
3. Softball Varsity Head Coach .....	10%
4. Softball Varsity Assistant Coach .....	5%
5. Track Varsity Head Coach .....	10%
6. Track Varsity Assistant Coach .....	5%
7. Golf Varsity Head Coach .....	5%
8. Cross Country Varsity Head Coach .....	5%
9. Tennis Varsity Head Coach .....	5%
10. Volleyball Varsity Head Coach.....	5%
11. Soccer Varsity Boys' Head Coach .....	5%
12. Soccer Varsity Girls' Head Coach.....	5%
13. Soccer Varsity Assistant Coach .....	3%
14. Tennis Junior High Head Coach .....	2%
15. Track Junior High Head Coach.....	2%
16. Softball Junior High Head Coach.....	6%
17. Volleyball Junior High Head Coach.....	2%

### III. SYSTEM-WIDE POSITIONS

A. Director of Food Service .....	10%
B. Director of Special Education.....	10%
C. Attendance Supervisor .....	10%
D. Supervisor of Instruction .....	10%
E. Professional Development/Testing Coordinator ..	10%
F. Director of Federal Projects .....	10%
G. School Psychologist.....	10%
H. Diagnostician .....	5%
I. Director of Adult Education .....	10%
J. Director of Career and Technical Education.....	10%
K. Technology Coordinator.....	10%
L. Assistant Technology Coordinator .....	5%
M. Nurse.....	15%
O. The seven-member Executive Cabinet will receive 5% for additional duties.	

### IV. OTHER AREAS

A. Band Director, Varsity .....	18%
B. Assistant Band Director, Varsity.....	10%
C. Athletic Director, Senior High .....	12%
D. Choral Director, Senior High .....	10%
E. Cheerleader Sponsor, Varsity .....	4%
F. Cheerleader Sponsor, Freshman.....	2%
G. Drama, Senior High Head.....	10%
H. Drama, Senior High Assistant.....	3%
I. Mock Trial Sponsor, Senior High .....	5%
J. Yearbook Sponsor, Senior High.....	2%
K. Newspaper Sponsor, Senior High.....	2%
L. Career-Technical Student Organization Advisor5% (excluding teachers on twelve-month contracts)	
M. Band Director, Junior High.....	6%
N. Choral Director, Junior High.....	6%
O. Cheerleader Sponsor, Junior High.....	2%
P. Yearbook Sponsor, Junior High .....	2%
Q. Yearbook Sponsor, Elementary .....	1%
R. Choral Director, Elementary.....	4%

**APPENDIX C:  
HAYWOOD COUNTY GRIEVANCE FORM**

Teacher's Name \_\_\_\_\_  
School \_\_\_\_\_  
Teaching Assignment \_\_\_\_\_  
Date(s) of Alleged Violation(s) \_\_\_\_\_

Nature of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specific Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STEP I: DISPOSITION OF IMMEDIATE SUPERVISOR**

Date Received \_\_\_\_\_ Date Meeting Held \_\_\_\_\_  
Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:       Grievant  
                  Superintendent  
                  County Education Association

Immediate Supervisor's Signature / Date \_\_\_\_\_

Grievance Resolved: Yes \_\_\_ No \_\_\_   Appealed to Step II: Yes \_\_\_ No \_\_\_

Signature of Teacher / Date \_\_\_\_\_

**STEP II: DISPOSITION BY SUPERINTENDENT**

Date Received \_\_\_\_\_ Date Meeting Held \_\_\_\_\_  
Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent / Date \_\_\_\_\_

Grievance Resolved: Yes \_\_\_ No \_\_\_   Appealed to Step II: Yes \_\_\_ No \_\_\_

Signature of Teacher / Date \_\_\_\_\_

Copy to:       Grievant  
                  County Education Association

**STEP III: DISPOSITION BY THE BOARD OF EDUCATION**

Date Received \_\_\_\_\_ Date Meeting Held \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

Signature of Board Chairman / Date \_\_\_\_\_

Grievance Resolved: Yes \_\_\_ No \_\_\_ Appealed to Arbitration: Yes \_\_\_ No \_\_\_

Signature of Teacher / Date \_\_\_\_\_

Copy to: Grievant  
County Education Association

**APPENDIX D:  
HEALTH PLAN AMOUNTS AS OF AUGUST 2009**

The Board will pay the 10% increase in health insurance. This percentage will be static for the next three years.

The chart below reflects Health Plan Amounts as of July 31, 2009.

PLAN	PREMIUM	BOARD	BOARD %	EMPLOYEE COST PER CHECK
<b>PPO</b>				
Individual	5,526.72	3,980.00	72.00	64.45
Family	13,793.52	8,350.00	60.50	226.81
Two-Employee Family	13,793.52	9,790.00	71.00	166.81
<b>POS</b>				
Individual	5,070.06	3,980.00	78.50	45.41
Family	12,632.38	8,350.00	66.10	178.43
Two-Employee Family	12,632.38	9,790.00	77.50	118.44
<b>HMO</b>				
Individual	5,079.78	3,980.00	78.35	45.82
Family	12,680.34	8,350.00	65.85	180.43
Two-Employee Family	12,680.34	9,790.00	77.20	120.43