

MEMORANDUM

of

AGREEMENT

between

**The
Hamilton County Board of
Education**

and

**The
Hamilton County Education
Association**

2011-2014

TABLE OF CONTENTS

Articles

| Number | Title | Page |
|--------|--|------|
| I. | Preamble ----- | 3 |
| II. | Recognition ----- | 3 |
| III. | Management Rights ----- | 4 |
| IV. | Association Rights ----- | 4 |
| V. | Payroll Deductions ----- | 5 |
| VI. | Salary, Supplemental Pay, Travel Allowance and Retirement Pay ---- | 7 |
| VII. | Insurance ----- | 10 |
| VIII. | Working Conditions ----- | 15 |
| IX. | Employee Assignment ----- | 19 |
| X. | Vacancies, Transfers, Reassignments and Reduction in Force ----- | 20 |
| XI. | Employee Safety and Legal Protection ----- | 27 |
| XII. | Sick Leave ----- | 30 |
| XIII. | Temporary Leaves of Absence ----- | 30 |
| XIV. | Extended Leaves of Absence ----- | 33 |
| XV. | Sabbatical Leave ----- | 36 |
| XVI. | Employee Local Evaluation ----- | 37 |
| XVII. | Personnel Files ----- | 40 |
| XVIII. | Student Discipline Procedures ----- | 41 |
| XIX. | Grievance Procedure ----- | 43 |
| XX. | Employee Relations ----- | 47 |
| XXI. | Labor-Management Cooperation Agreement ----- | 48 |
| XXII. | Legal Savings ----- | 49 |
| XXIII. | Printing and Distribution ----- | 49 |
| XXIV. | Contract Waiver ----- | 50 |
| XXV. | Duration ----- | 50 |

Appendices

| Letter | Title | Page |
|--------|--|------|
| A. | Salary Scale ----- | 52 |
| B. | Administrator Salary Scale ----- | 57 |
| C. | Supplemental Pay Schedule ----- | 60 |
| D. | Differentiated Pay Salary ----- | 62 |
| E. | Informal Level Grievance Form ----- | 67 |
| F-1. | Grievance Form for Formal Levels ----- | 68 |
| F-2. | Grievance Disposition Form ----- | 69 |
| G. | Employee Relations Form ----- | 70 |
| H. | Sick Leave Bank ----- | 71 |
| I. | Health Reimbursement Plan ----- | 75 |
| J. | Preferred Insurance Network ----- | 76 |
| K. | Health Care Maintenance Organization (HMO) ----- | 77 |
| L. | Job Sharing Administrative Guidelines ----- | 78 |

ARTICLE I - PREAMBLE

The Board and the Association recognize that the interest of public education will be served by establishing procedures to provide an orderly method for the Board and the Association to reach agreement on matters within the scope of negotiations. Therefore, pursuant to the Education Professional Negotiations Act (Tennessee Code Annotated 49 5-601-613) The Hamilton County School Board, hereinafter referred to as the Board, and The Hamilton County Education Association, hereinafter referred to as the Association, have negotiated in good faith. Therefore, the Board and Association enter into the following covenants and agree as follows:

ARTICLE II - RECOGNITION

Section 1 - Parties to the Agreement

This Memorandum of Agreement is between the Hamilton County Board of Education, hereafter referred to in this Agreement as the “Board” and the Hamilton County Education Association, hereafter referred to in this Agreement as the “Association.” During the period of recognition of the Association, The Board shall not enter into collective bargaining or agreements with any competing organization or other group claiming to represent one or more professional employees.

Section 2 - Association as Exclusive Representative

In accordance with the Tennessee Education Professional Negotiations Act, the Board hereby recognizes HCEA as the duly elected representative of employees and as the exclusive representative for the purpose of collective negotiations of all professional employees under contract, on Board approved leave of absence, on a per diem or hourly basis, but excluding those designated by the Board as “management personnel” pursuant to TCA 49-5-608.

Section 3 - Board’s Representative for Negotiations

The Association recognizes the Board as the duly appointed governing body of the Hamilton County School System and agrees to negotiate only with the Board’s designated representative.

Section 4 - Definition of Terms

- A. The term “employee” shall mean any professional employee included in the negotiating unit. References to males will include females.
- B. The term “teacher” shall mean any professional employee in the negotiating unit whose salary is determined in accordance with the Teacher Salary Scale in Appendix A.

- C. The term “administrator” shall mean any professional employee in the negotiating unit whose salary is determined in accordance with the Administrator Salary Scale in Appendix B.

Section 5 - Administrative and Supervisory Role Designation

The Association and the Board recognize and agree that certain professional employees hold positions which are primarily supervisory and/or administrative in nature and further recognize and agree that necessary and proper distinctions shall be made delineating the administrative and/or supervisory role where applicable throughout the body of this Memorandum of Agreement.

Section 6 - Agents of the Board

The Board recognizes administrators and supervisors as agents of the Board, and as such, administrators and supervisors are directly responsible for the administration of all applicable (1) federal, state, and local statutes, (2) Board policies, (3) administrative regulations to implement these statutes and policies and (4) Memoranda of Agreements.

ARTICLE III - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws of the State of Tennessee and of the United States, to manage and control the school system in the public interest, provided that the exercise of these rights and responsibilities shall be in conformity with the provisions of this Agreement. The Board in the adoption of policies, rules, regulations, and practices, shall be limited only by the specific and express terms of this Agreement.

ARTICLE IV - ASSOCIATION RIGHTS

Section 1 - Use of Facilities

The Board and the Association recognize that it is in the best interest of the community to work in partnership. Consequently, the Board recognizes that the Association, as the employee representative, should enjoy certain privileges and rights not granted to other organizations.

The Association shall, with notification to the school principal, have the right to make use of school buildings, facilities and equipment at all reasonable hours. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. When use of facilities requires special custodial services, the Association shall pay for such services.

Section 2 - Communications

The Association shall have the exclusive right to post notices of Association activities and matters of Association concern on employee bulletin boards, in an area used exclusively by employees. The Association may use the school system's regular interschool mail delivery system, employee mailboxes, and internal email system for communications to employees or members of the Association. Material which is distributed by the Association shall clearly indicate that such material is from the Association. No other organization seeking to represent employees or soliciting memberships shall be allowed the rights of access described in this article.

Section 3 - Access to Members

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

A faculty election shall be held during the month of May to elect an association representative for the following school year.

Section 4 - Association Leave

At the beginning of each school year the Association shall be granted twenty-six unpaid leave days to be used by its officers or representatives. Use of the days shall be left to the discretion of the Association.

If the Board requires an Association Representative or an employee to participate during school hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay or other benefits.

ARTICLE V - PAYROLL DEDUCTIONS

Section 1 - Dues Deduction Authorization

Any employee who is a member of the Association or who has applied for membership, may sign for the Association to deliver to the Board an assignment authorization payroll deduction of professional dues. The form of the assignment shall be the United Educators Profession membership enrollment form.

The Association shall deliver to the Finance Department an alphabetical list by work assignment of all employees who desire payroll deductions on or before the fourth school day of October each year.

Section 2 - Deduction Procedure

Pursuant to the deduction authorization, the board will deduct one-eighteenth (1/18) of the total amount to be deducted from the regular salary check of the employee beginning in October and continuing thereafter for eighteen (18) consecutive paychecks.

Section 3 - Pro-rata Deductions

Deductions for Employees authorizing dues deduction after the dates of commencement of deductions as specified in Section 1 of this article shall be pro-rated so as to complete deductions at the same time as other Association deductions. Authorization forms must be received in the Finance office within ten (10) working days of the employee's next regular paycheck.

Section 4 - Duration of Authorization

Dues deductions shall continue in effect from year-to-year. This authorization shall continue in effect unless cancelled by the member using the HCEA approved Membership Drop Form. This form must be obtained and completed at the HCEA Office at 4655 Shallowford Road by September 1 of any school year.

Section 5 - Board Obligation Release

In the event that an employee's net salary is insufficient to permit dues deduction for the month, the Board shall have no obligation to deduct dues for that month from said employee.

Section 6 - Transmission of Dues to Association

All dues deducted by the Board, shall be remitted to the Association, within seven (7) calendar days from the date deducted. An alphabetical list by work assignment of employees for whom such deductions have been made shall also be supplied to the Association. This list shall be separated by payroll classification.

Section 7 - Indemnification

The Association agrees to indemnify and hold harmless the Board against any and all claims, suits or other forms of liability, arising out of the provisions in this dues deduction agreement between the parties.

Section 8 - Other Payroll Deductions

The Board shall continue to provide payroll deductions for Board-approved annuities, bonds, credit unions, insurance programs and charitable organizations.

ARTICLE VI - SALARY, SUPPLEMENTAL PAY, TRAVEL ALLOWANCE AND RETIREMENT PAY

Section 1 - Teacher Salary Schedule

The salary of each teacher shall be determined by the Teacher Salary Scale shown in Appendix A. A teacher whose regular assignment requires more than two hundred one (201) days shall be compensated at the contracted daily rate provided that, this provision does not apply to any paid supplemental duty. The Board agrees to continue the present practice of granting salary credit for approved work experience as determined by the State Department of Education. The teacher salary scale, Appendix A, will reflect compression of the third year step effective July 1, 2007.

Section 2 - Administrator Salary Schedule

The salary of each administrator shall be determined by the Administrator Salary Scale shown in Appendix B.

Section 3 - Placement on Salary Schedule

Each employee shall be placed on his proper step of the salary scale with full credit for allowable teaching experience and academic training, as established by the State Department of Education, except for those employees whose salary is determined by the Central Office Administrative/ Supervisory Salary Scale, Appendix B. The maximum teaching experience allowed on the County pay scale shall be fifteen (15) years.

Section 4 - Methods of Payment

A. Pay Periods

Teachers who work the regular school year shall be paid by direct deposit in 26 equal installments. Each administrator shall be paid in 26 equal installments. The first direct deposit for teachers shall be issued by the twentieth workday.

The pay dates for teachers will be distributed to each school at the beginning of each school year.

B. Extended Contract

Any teacher whose contract extends beyond two hundred one (201) days, but less than 12 months, shall be paid at the conclusion of the extended work period, or monthly.

Teachers participating in paid summer work will be notified of the pay date no

later than the first day of work. The administration will consult with the Association prior to finalizing the summer pay dates.

C. Extended Contract for Administrators

Career Ladder II and III administrators shall have the opportunity to work an extended contract for eleven and twelve months. These administrators shall receive their Career Ladder supplement upon completion of their extended contract. This section is contingent on adequate state Career Ladder funds.

Section 5 - Confidentiality

The building principal or his designee shall be responsible for distributing W-2 forms in such a manner so as to protect the privacy of the employee.

Section 6 - Paid Supplemental Duties

The compensation for teachers who direct paid supplemental duties shall be as shown in the Supplemental Pay Schedule, Appendix C.

All supplemental activities listed in Appendix C, Supplemental Pay Schedule, will have an annual contract, which will be renewed each year in the spring, for the following school year. This contract will stipulate the duties of each party to the contract and will follow the supplemental pay as stipulated in Appendix C to determine the amount paid for the contracted duties. This contract will be valid after the employee, principal, and superintendent sign it. All contracts should be returned to the Personnel office on or before May 15 prior to the beginning of the contract school year. Principals will inform the Division of School Operations and Personnel of all coaching vacancies for the following year by May 15.

High school football coaches will receive one-half of his/her supplemental pay in August as designated on the teachers' pay schedule. This payment will only include payment for the football supplement and will not include any other supplemental pay due. The remainder of the football supplement will be paid in the same manner as all other supplements listed in Appendix C.

Except for the noted change for high school football coaches all supplements paid in accordance with Appendix C will be paid in 10 equal installments due the last working day of each month. These payments will begin in the month of September and will be completed in June of the following year.

Any supplements other than seasonal athletic supplements will be paid in 2 equal installments. These payments will be made concurrent with the end of each semester. The payment dates will be the Friday after the 10th and 21st teachers pay periods.

Section 7 - Department Chairmen, Team Leaders and Site Based Members

Grade level chairmen of elementary schools, subject area department chairmen of secondary schools (grades 6-12) and grade level team leaders of middle schools confirmed by the principal shall be compensated at the rate of fifteen dollars (\$15.00) monthly for each teacher in their department or team other than the department chairman or team leader.

Section 8 - Expenses for Traveling Employees

An employee required to travel to his work assignment will be reimbursed for mileage beyond the base location at the federal rate. The base location is defined as an employee's first work location stop of the day.

Section 9 - Sick Leave Payment

Employees who retire under any State of Tennessee or Hamilton County approved retirement plans shall be paid for accrued sick leave. In the event of termination of employment as a result of death, any salary payment and accrued sick leave days shall be paid to the employee's beneficiary as determined by the Tennessee Consolidated Retirement System. The sick leave payment shall be at the rate of twenty dollars (\$20.00) per day. The sick leave payment shall be at the rate of thirty dollars (\$30) per day provided Human Resources is notified of the employee's retirement on or before February 1 and the employee works until the end of the school year.

Section 10 - Unused Personal Leave

At the end of each school year, two days of unused personal leave shall be credited as sick leave. Employees shall be paid seventy-five dollars (\$75.00) for the third unused personal leave day. The first two days of personal leave shall be designated as state personal leave.

Section 11 - Summer School Teachers

The Board agrees to equalize the salaries of summer school teachers.

Section 12 – Staff Development Compensation

The Board agrees to pay a minimum of ten dollars (\$10) per hour for in-service which is outside the normal school day and/or school calendar.

Section 13 - Retirement Incentive Bonus

On or before March 1 of each year, the Board and Association shall meet to discuss a retirement bonus; any such bonus shall be negotiated with the Association.

Section 14 - Flexible Benefits Plan

The Board shall provide a Flexible Benefits Plan available to all eligible employees. This plan shall provide opportunities to elect supplemental insurance, and opportunities to tax shelter health insurance premiums, unreimbursed medical expenses and qualified dependent childcare expenses. This plan is voluntary for all eligible employees. This plan shall be at no cost to the employee and the Board.

Section 15 - Permit Teachers

Degree-holding but uncertified persons filling a teaching position under a permit shall be paid based on training and experience at the appropriate step of the salary index as specified in Appendix A less fifteen hundred dollars (\$1500.00) on the step as indicated by the salary scale. Permit teachers shall not be required to make contributions to the Tennessee Consolidated Retirement System (TCRS).

Section 16 – National Board Certification

Upon presenting appropriate documents of certification to the Human Resources Division, certified employees who have received National Board Certification shall receive a supplement of up to \$4,000 for each year that they maintain their NBCT certification in Hamilton County Schools. This supplement shall consist of a combination of state and/or local funds.

Section 17 - School Based Technology

The designated school based technology support person will be compensated at \$15 per certificated employee per school.

Section 18 - Model Classroom Teachers

Model classroom teachers will work ten (10) days beyond the school calendar, days that will focus on district needs. A supplement of \$10,000 will be paid to each model classroom teacher in two \$5,000 payments.

ARTICLE VII - INSURANCE

Section 1 – Comprehensive Medical Insurance

Since the 2002-2003 school year, the Board agrees to provide two comprehensive medical insurance plans from which full-time employees may choose. One plan will have the specification of a preferred provider organization (PPO - see Appendix J) and the other plan to have the specifications of a health maintenance organization (HMO - Appendix K). Employees will be allowed to choose the plan that meets their individual and family needs.

The Board will pay a portion of the cost of the employees plan and the employee must pay \$100.00 per month. The employee will be permitted to purchase dependent coverage through the plan.

Any employee who finds erroneous costs on a medical bill which have been paid by the health insurance plan will receive a reward of 50% of the cost saved.

Section 2 – Life Insurance

Each eligible employee shall be provided a group term life insurance policy in the amount of \$20,000, to include double indemnity in the event of accidental death, dismemberment benefits, and waiver of premium in the event of employee disability.

Section 3 – Liability Insurance

All employees shall be covered by Board-financed liability insurance covering job-related performance of duties in accordance with existing insurance policies. The Board agrees to provide each school with a copy of all Board liability insurance policies.

When, by nature of his job assignment, an employee must transport students in a school owned or individually owned vehicle, the employee shall be covered by the self-insurance plan administered by the county and funded in part by the Board of Education.

Section 4 – On-the-Job Injury

Absence due to an injury incurred by an employee while performing duties within the course and scope of his assignment which renders the employee unable to perform normal duties shall not be charged against the employee's accumulated sick leave to a maximum of twenty (20) working days per separate incident, provided that the employee alleging such injury files or causes to be filed a completed copy of the specified OJI report form with the Risk Management Office within five (5) working days of the incident. If the injury occurs while the employee is on a Board approved activity outside of the District, the employee shall file or cause to be filed the OJI report within five (5) working days of the return date. The Board reserves the right to require a physician's statement to verify the employee's inability to perform normal duties.

Failure to file a First Report of Occupational Injury or Illness report within the five (5) working day period following the incident or diagnosis shall relieve the Board of any responsibility under this section. Forms are available at each building site or on the HCDE website.

The Board agrees to pay all medical expenses directly related to the on-the-job injury as directed by the treating, occupational medicine physician assigned by the school system. For purposes of this section, treatment of pre-existing conditions, injuries resulting from

horseplay or fighting, assault, (covered under Article XI) violation of safety rules and drug and alcohol policy are excluded.

If the injury requires that an employee be absent from assigned duties for more than twenty (20) working days, the employee has the option to either:

- (1) use accumulated sick leave days or
- (2) receive weekly compensation equivalent to those payable under the State of Tennessee Workman's Compensation law.

On-the-Job Injury coverage shall begin upon arrival at the work site and continue until the employee leaves the work site while performing duties normally associated with the employee's position and/or duties which have been previously assigned or permitted by the employee's supervisor.

If an employee has been receiving OJI benefits for twelve (12) months, the employee shall apply for long term disability benefits. If approved by the carrier, the employee shall accept long term disability benefits and all on-the-job benefits will cease.

Section 5 – Dental Expense Reimbursement Plan

The Dental Reimbursement Plan will meet the following specifications:

- (a) The Dental Expense Reimbursement Plan benefit period is July 1 through June 30.
- (b) The plan becomes effective for full-time employees and their dependents upon the date they become eligible for employee health insurance. To participate, an employee must complete the Enrollment Form. If additional dependents are acquired, they may be added to the Plan within sixty (60) working days of the date of acquisition. New employees must enroll during their initial orientation period. Coverage will be effective immediately upon enrollment. All employees shall sign either the Enrollment Form or a waiver of benefits form. Eligibility is discontinued effective with the date of separation for any reason.
- (c) Dependents shall be defined the same as in the employees' medical plan. An employee need not have dependent health coverage to receive dependent dental coverage
- (d) The Dental Expense Program will pay eighty percent (80%) of the first \$250.00 of any dental expense and then fifty percent (50%) of any additional expenses up to \$1,000 maximum reimbursement per program year per covered individual for dental expenses not covered under the employee medical plan. The plan is secondary to any other dental plan and to our own health plan.

- (e) All dental procedures are covered dental expenses if provided by or under the direction of a dentist licensed to practice by the state in which he or she practices.
- (f) An employee must complete a dental reimbursement request form and submit the completed form to the Finance Department with a paid cash receipt, charge card receipt or canceled check, within 180 calendar days of service to be eligible for reimbursement.
- (g) Reimbursement shall be made within twenty (20) working days from the date proof of payment and reimbursement form is received by the Finance Department.
- (h) The plan will continue in effect for current employees and their dependents. New employees and their dependents will become eligible upon the date they qualify for medical insurance. Any changes in this plan will be developed through the negotiations process. Employees will be notified of changes at least one (1) month in advance of the effective date of change.

Section 6 – Long Term Disability Insurance

The Board shall provide to each employee a long-term disability insurance program. Its provisions will include the following:

- (a) Benefits shall begin after an elimination period of six (6) months.
- (b) Benefits shall be 66 2/3% of employee's monthly earnings to a maximum of \$4,000, less other disability income.
- (c) If a disabled employee can work part-time for rehabilitation, the monthly indemnity is reduced by 60% of any compensation received.
- (d) Future increases in disability benefits under the Social Security Act because of any automatic adjustment in the cost of living index occurring while the employee is receiving monthly indemnity income will not cause a reduction of benefits.
- (e) Pregnancy is covered as an illness.

Section 7 – Description of Insurance Coverage

The Board shall provide each new eligible employee with an application form and a description of the insurance coverage within twenty (20) calendar days of the date of employment. The description shall include a statement of conditions and limits of coverage. If a change in coverage is made, all participating employees shall receive written notification of the change thirty (30) days before the change takes effect. The Board shall provide all participating employees with a yearly update of any changes in the insurance plan.

Section 8 – Enrollment for Insurance Coverage

For all eligible employees there shall be an open enrollment period of the medical plan, life insurance plan, and the dental reimbursement plan beginning the first workday and ending thirty (30) days thereafter or thirty (30) days after Board approval of employment, whichever is longer. As of July 1, 2011 new employee health coverage will begin the first of the month following the completion of sixty (60) days of full-time employment provided the employee is actively at work on the date of enrollment. The first contribution will be automatically deducted from the employee's paycheck approximately two weeks after eligibility date.

- (a) Medical and dental reimbursement plan—If the employee does not elect the coverage available to him, his spouse, and/or his dependents when first eligible, he may do so during the annual open enrollment period or within 30 days following marriage, divorce, documented loss of employment by spouse or acquisition of an eligible dependent within 30 days of the qualifying event. The employee may also enroll or add coverage at any time during a pregnancy.
- (b) Life insurance – Enrollment for optional life insurance after the initial enrollment period will require evidence of insurability.

Section 9 – Health Insurance for Disabled Employees

An employee who leaves service as disabled under the terms of the Tennessee Consolidated Retirement system will continue to be covered under then existing medical insurance for up to 30 months from date of disability retirement or the effective date of Medicare (or its replacement) whichever is earlier.

Section 10 – Health Insurance for Retired Employees

The Board shall provide individual health insurance for eligible employees who retire after June 30, 1987. The specification of the plan shall be in accordance with Section 1 of this Article. To be eligible for this coverage, an employee must be between the age of 55 and the age at which they become eligible for Medicare or have at least 30 years in the Tennessee Consolidated Retirement System. The employee must also have at least 20 years of service in the Hamilton County School System. Up to 20 days of accumulated sick leave may be used as credited service time for the purpose of qualifying for the 20 years of service in the Hamilton County School System retirement insurance benefit. Employees must notify the department on or before February 1. Any employee who fails to notify the system of their intent to retire on or before February 1 must meet with the superintendent to discuss their service time. A retired employee who meets the requirement of age and has between 10 and 19 years in the Hamilton County School System is entitled to this benefit but must pay 40% of the current health insurance cost per month.

For employees who retire after June 30, 2002 the individual health insurance program available for retirees shall be the same as that available for active employees, including the terms, conditions, benefit structure and employee contribution.

Section 11 – Continuation

Employees on Superintendent-approved paid leave shall continue to have Board contributions made according to this Article.

Employees on Superintendent-approved non-paid leave shall have the option to continue any or all of the Board-paid programs by paying the monthly premiums to the Finance Department within thirty (30) days of the billing date.

Section 12 – Family Coverage

Employees shall be able to purchase family comprehensive health coverage as discussed in Section 1 and have the monthly premiums deducted from their paychecks.

When husband and wife are both full-time employees, only one employee shall enroll for family coverage if coverage for dependent children is desired. The enrolling employee must notify the Finance Department of this situation so that the premium charged will be family without spouse.

Section 13 – Insurance Committee

An Insurance Committee composed of three members selected by the superintendent and three members selected by the Association shall meet at least quarterly to discuss (1) the insurance covered by this Agreement, (2) the selection of carriers, and (3) problem areas when satisfactory settlements have not been secured between employees and the plan administrator. The Committee will review and analyze the bid documents and recommend a carrier to the Board of Education.

Section 14 – Duration of Coverage

Board-provided insurance programs as specified in this Article shall be for the duration of this Agreement.

ARTICLE VIII - WORKING CONDITIONS

Section 1 – Workday for Teachers

The normal workday for teachers shall be seven (7) hours. Teachers will be at their assigned work location 10 minutes before the workday begins and remain in the afternoon 5 minutes after the workday ends. Teachers may be assigned duties beyond

the normal workday, provided, however, that such duties shall be distributed on an equitable basis, as determined by the principal and the faculty.

Section 2 – Workday for Administrators

The workday for administrators shall be determined by the Board.

Section 3 – Definition

Workday shall mean the length of time that an employee is required by his immediate supervisor to be at his assigned work location(s).

Section 4 – Teacher Load

The principal shall provide the following for the teachers in the building if this can be accomplished with the staff assigned to his building:

- (a) With the approval of the principal or his designee, a teacher may leave the building or grounds during his duty-free lunch period.
- (b) Fifty-five minutes of daily duty-free preparation time for classroom teachers on the secondary level. Elementary classroom teachers shall be given at least two and one-half (2½) hours of duty-free preparation time per full school week. This preparation time shall occur during no less than two days and shall consist of a minimum of thirty (30) consecutive minutes per planning period. Duty-free preparation time for classroom teachers is to be used for activities directly related to the instructional program.
- (c) A daily teaching load not to exceed five (5) hours of pupil contact per day for all classroom teachers in a middle or senior high school.
- (d) Teachers shall not be required to complete monthly attendance forms or transportation reports, except that vocational teachers may be required to complete reports required by the State Department for the first three months of the school year.

Section 5 – Duty-Free Lunch

A daily duty-free lunch period equal in length to the scheduled student lunch period at the school shall be provided for teachers.

Teachers shall not be required to attend conferences during duty-free lunch.

Section 6 – Teacher Response

Teachers utilizing duty-free time shall be required to respond to an emergency situation when so directed by the principal. Principals shall minimize disruptions to teachers' planning time caused by activities during the school day.

Section 7 - Effective Learning Environment

The principal is to designate at the beginning of the school year at least one (1) cumulative workday for classroom preparation.

Section 8 – Faculty Meetings

By the end of the first week of the school year, the faculty shall determine the regular schedule for faculty meetings. This shall not preclude the principal from calling faculty meetings necessitated by an emergency situation.

When scheduling regular faculty meetings, the principal shall meet the following conditions:

- (a) A maximum of four meetings per calendar month may be held.
- (b) Faculty meetings shall not exceed two (2) hours during a calendar month. However, no meeting shall exceed one (1) hour in length. If a meeting is to be held for an hour, the Principal shall give the faculty a forty-eight (48) hour advance notice. Meetings held after the end of the student school day shall start within ten (10) minutes after all classes are dismissed.
- (c) Meetings held prior to the start of the student school day shall not exceed thirty minutes.
- (d) Items of school-wide interest submitted by members of the faculty to the principal at least one day in advance of a meeting shall be placed on the agenda. This shall not preclude other items of school-wide interest submitted by the faculty from being discussed.
- (e) Morning meetings shall not be scheduled on Monday or on any day immediately following any holiday or other day upon which teacher attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required in school.

Section 9 – Inclement Weather

When it is necessary to adjust the student school day due to inclement weather, the employee workday will be adjusted accordingly unless otherwise directed by the Superintendent or his designee.

Section 10 – Itinerant Teachers

Itinerant teachers shall serve extra duties.

The school in which the itinerant teacher is scheduled to serve the greatest amount of time shall be the base school. If an itinerant teacher serves equal amounts in two or more schools, the first scheduled school of the week shall be the base school.

The total duty assignment for an itinerant teacher shall not exceed the duty assignment that the itinerant teacher would have if full-time at the base school.

Lunch and travel time shall not count as planning time.

Section 11 - Notification of Absence

As long as the Substitute Employee Management System is operational, teachers shall be required to make no more than one (1) telephone call in order to secure a substitute. If the Substitute Employee Management System is not operational, the employee may be required to make one additional telephone call to the designated individual. If notification of the employee's absence to the Substitute Employee Management System is not made prior to 60 minutes before the beginning of school, the employee is required to call the school to report their absence. All schools shall have a form of answering service during this 60-minute notification period. Teachers with prescheduled school events must notify the Substitute Employee Management System at least one week in advance of the event.

Section 12 – Solicitations

Teachers shall not be subjected to sales presentations or solicitations against their will at any time. This does not include presentations approved by the superintendent which are related to the employee benefit program.

Section 13 – Staff Development

All local staff development will be scheduled to occur on days (1) identified as staff development days, or (2) after the end of the regular school day or (3) during the time when regular school is not in session.

Section 14 – Equitable Treatment

For the purposes of this contract, equitable treatment shall be defined as fair treatment, non-discrimination, and personal rights.

The employee shall have the right to the following:

- A. The Board, in recognition of the concept of progressive improvement, shall require notification in writing to an employee of any alleged deficiencies that could result in disciplinary action. Such notice shall include expected correction(s) and shall indicate a reasonable time line for such correction(s). In the event that a deficiency could result in the termination of employment, copies of such notices shall be forwarded promptly to the Association.
- B. In cases which could result in disciplinary action, an employee shall be entitled at all times to have present a representative of the Association when he is being issued a reprimand or formally disciplined for any infraction of rules or delinquency in professional performance. When an employee requests representation, no action shall be taken until a representative of the Association is present.
- C. No employee shall be discharged, suspended, formally disciplined, formally reprimanded, adversely evaluated, or deprived of any professional advantage without just cause. All information forming the basis for such disciplinary action shall be made available to the employee upon his request.
- D. The Board and the Association 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 Memorandum of 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, participation in any Association activities or negotiations, or institution of any grievance(s), complaint(s), or proceedings under this Memorandum of Agreement or law with respect to any terms or conditions of employment.

ARTICLE IX - EMPLOYEE ASSIGNMENT

Section 1 – Assignment of Employees

The immediate supervisor shall give written notice of a teacher's assignment for the forthcoming school year, before the end of the preceding school year, if administratively possible. A newly elected employee shall be given written notice of assignment within seven (7) calendar days of the Superintendent's action.

Section 2 – Traveling Teachers

Subject to the needs of the total school system, schedules of teachers who are assigned to more than one school shall be arranged so as to reduce, to the extent possible, the amount of travel required.

Section 3 – Job Sharing

Job sharing shall mean the voluntary employment of two tenured professional employees who have elected to share a full-time teaching position (FTE) and make application to the Superintendent. Each employee shall hold the required and necessary state certification for the shared position. The final decision to approve or not to approve job-sharing shall rest with the appropriate building level principal and/or the superintendent. The final decision shall not be grievable.

Non-tenured teachers are not eligible to apply for job-sharing and full-time teachers may not “bump” into a job-share position.

Job-share applications are to be completed and submitted to the school principal by March 15 of each year.

Section 4 - Teacher on Special Assignment

When necessary, the Superintendent may make special temporary assignments of teachers. Teachers on special assignment will continue to be paid at their regular salary based on the teacher pay scale. A teacher on special assignment will return to the same position held provided the special assignment ends within twelve (12) calendar months and the teacher’s former position has not been abolished.

If the special assignment exceeds 12 calendar months, the employee shall be placed in the first available comparable position.

ARTICLE X - VACANCIES, TRANSFERS, REASSIGNMENTS AND REDUCTION IN FORCE

Section 1 – Definitions

Vacancy is defined as a position created due to a resignation, retirement, promotion, transfer, or dismissal, or the creation of a new position that requires a license to teach in Tennessee.

Teaching Vacancy is defined as a position, full-time or part-time, in which the employee is hired as:

- academic classroom teacher
- school counselor
- librarian
- vocational education teacher
- exceptional education teacher

Transfer is defined as the reassignment of a teacher from one Hamilton County school to another.

- A **voluntary transfer** is the reassignment of a teacher from one Hamilton County school to another at the written request of the teacher.
- An **involuntary transfer** is a transfer of a teacher from one Hamilton County school to another that has **not** been requested by the teacher.

Reassignment within the school is defined as the reassignment of a teacher within a school from one grade level and/or subject area within the school. Such reassignment must be within the teacher's area(s) of certification.

Reduction in Force is defined as the abolition of certificated positions due to budget constraints, decrease in student enrollment, opening of a new school, or change in boundaries or grade levels of a school.

Seniority shall be defined as the total length of service since the most recent day of hire in either the Hamilton County school system or the Chattanooga City school system. Those who were employees during the 1996-97 school year in either system shall retain all currently recognized seniority. If more than one employee has the same length of service, seniority shall be determined by the date of the written contract acceptance. Employees will continue to accumulate seniority while on paid leave. Seniority will be frozen while an employee is on non-paid leave.

Section 2 - Posting Vacancies

The identification of teaching positions for a given school year will be determined through staffing conferences held during the second semester of each school year. Decisions will be based on student projections and instructional program needs.

Vacancies will be posted beginning in January to fill existing positions (i.e. resignations, retirements, transfers, etc.) as they are identified by the school board or district administrator. Positions will be posted online through the web-based applicant tracking system. The posting will contain the following:

- Job Location
- Job Title
- Certification Requirements
- Job requirements/Preferred requirements
- Opening and Closing dates

Following approval by the Position Control Manager (Finance), Human Resources will open the posting and set a closing date. The posting will be set to close at midnight five (5) business days beyond the date on which the posting was opened.

Vacancies are posted on the HCDE website (www.hcde.org). Positions with bonuses/ performance pay shall be posted as professional opportunities.

In case of a reduction of position(s) at an individual school, the principal should complete position adjustments through reassignments before voluntary transfer requests are considered.

Teaching vacancies for the upcoming school year will be posted as “regular” positions through May 15. Vacancies that occur after the cutoff date will be posted as temporary and filled with a qualified applicant in a “temporary” position until the end of the current school year. Vacancies that are posted prior to the cutoff date, but remain open after the first official day teachers report, will be filled with a qualified applicant in a “temporary” position until the end of the current school year. All temporary positions will be posted during the next posting season.

Internal district transfers will be made until the cut-off date of June 1. If the cut-off date occurs on a non-business day (i.e., holiday, Saturday, Sunday, etc.), the cut-off date will be considered the last business day prior to June 1.

Section 3 – Promotional Vacancies

A promotional position for purposes of this section is any administrative or supervisory position paying a salary differential above the general teachers’ salary schedule in Appendix A. All vacant or newly created promotional vacancies will be posted as they occur and will list specific essential job functions. Employees who desire to apply for a promotional vacancy must apply using the electronic “Current Employee Profile Form” and must meet the posting criteria. The “Current Employee Profile Form” must be updated and attached to the posting during the time that the posted position is open for viewing.

Promotional vacancies shall be filled in accordance with uniform interview procedures seeking the best qualified applicant to fill the position. Preference shall be given to qualified employees already employed by the system.

Section 4 - Voluntary Transfer Procedures

When a vacancy occurs, the principal will follow procedures outlined previously in Section 2 - Posting Vacancies.

Interested applicants will apply using the electronic “Current Employee Profile Form.” The “Current Employee Profile Form” must be updated and attached to the posting during the time that the posted position is open for viewing.

All certified teachers may apply for a transfer for which they are eligible during any given year.

The principal is required to interview five (5) tenured candidates who apply for a posted position. Of these five (5), three (3) shall have the most seniority.

Except in the case of a promotion, only one transfer will be granted per hiring season. The Superintendent may transfer any employee at any time due to extenuating and/or unusual circumstances or for the good of the system.

A principal is not required to re-interview a teacher who has previously been interviewed during a hiring season when another position at the school is identified. It is the option of the principal to do so when requirements and preferences are different. However, if said teacher is among the five tenured and the principal elects not to re-interview, said teacher must still be considered for the position.

The receiving principal shall interview applicants based on the following criteria:

- Length of service
- Posting criteria
- Communication skills (oral and written)
- Instructional program needs of the school
- Reason(s) for applying
- Earned degrees
- Additional training
- Additional endorsements
- Previous relevant experience
- Enhancing diversity
- Grant requirements
- Extra-curricular needs of the school

Selection of an individual to fill a vacancy shall be based on length of service as the determining factor unless, based on the listed criteria, the principal determines that another applicant is more qualified for the position.

If a tenured employee who has applied for a transfer is not selected, the employee may make an appeal to the superintendent or his designee within ten workdays of date of notice that the vacancy is filled. The appeal must be in writing.

The Board and the Association recognize the need to aggressively recruit and hire minority employees. In order to assist with diversity among the certificated staffs, the superintendent may assign employees to vacant positions throughout the school system.

Section 5 – Involuntary Transfer

In the event there is a reduction in force at a school site due to budget cuts, program changes, decrease in student enrollment, or other good cause, volunteers from the affected area(s) will be requested by the school principal. If no one volunteers to transfer, the principal will then abolish the position and implement an involuntary transfer. Seniority shall be the determining factor in an involuntary transfer. However, exceptions to seniority may be made if necessitated by any of the following criteria:

- Certification
- Consideration of diversity within the school
- School’s instructional program needs
- Other specialized training
- Extra-curricular assignment needs

Any employee who is transferred involuntarily after the beginning of the 201-day school year shall be given written notice of transfer a minimum of five (5) days prior to the effective date of transfer and written justification from the site level administrator if so requested. The last three (3) of these five (5) days shall be compensated with no classroom responsibilities in order to allow the teacher to move classrooms and prepare for the new assignment. After the start of a school year for students, if a teacher is internally reassigned due to a grade level change and/or change in course offerings and the reassignment requires the teacher to be re-located to a different physical location within the same building, he/she shall have a minimum of one (1) day without students to move.

A teacher who is involuntarily transferred from a school due to an expected enrollment decline shall be permitted to transfer back to that school if the expected enrollment decline does not materialize and the position is again available on the 10th day of student enrollment.

If the employee objects to the involuntary transfer or reassignment, the employee may request a meeting with the superintendent or his designee. This meeting shall be held prior to the involuntary transfer or reassignment takes place.

Unless there are extenuating circumstances, an employee shall not be involuntarily transferred more often than every three years.

Section 6 – Lay-Offs

When the superintendent determines, and the Board approves, that a reduction in the number of certificated employees is necessary due to budget cuts or reduction in student enrollment, certificated employees who cannot be reassigned will be placed in lay-off status. Teachers placed in layoff status in the affected area(s) will be determined by system-wide seniority. Employees with the least seniority will be laid off first.

However, the Board, upon the recommendation of the superintendent, reserves the right to make exceptions due to instructional needs of the school district or other federal and/or state mandates.

Before an employee is placed in layoff status, every effort will be made to reassign the employee to another area in which the employee is certified, provided a vacancy exists. Non-tenured teachers who are identified for layoff will be terminated.

In the event that two or more employees in the same affected area(s) have the same seniority date, he/she will be placed in layoff status based on the date the written response to the contract offer was received in the Personnel Office.

An employee on leave of absence shall be eligible for layoff as though he were in active service.

An employee laid off as provided herein shall have the option of continuing membership in the Board's health insurance plan by paying full premium cost to the Board each month while he is laid off.

The administration shall provide written notice to each employee who may be affected by a surplus action or layoff at the earliest date possible. Such notice shall include a specific reason(s) for the layoff.

In the event of a layoff, the superintendent or his designee shall meet with the representative of the Association to explain the reason(s) for the layoff, the manner of implementing the layoff, and to offer the Association the opportunity to make suggestions relative to the layoff. The administration shall, within three (3) working days of the Board meeting in which the layoff is enacted, provide the Association with (1) a list of employees laid off, (2) their total years of service in the Hamilton County school system, (3) the date of the written contract acceptance, and (4) area(s) of certification.

Employees placed in layoff status will be assigned a recall number within the area of certification.

Section 7 – Recall

Employees who are laid off as provided for in Section 5 of this Article shall be placed on a recall list. An employee shall remain on the recall list for twenty-four (24) months so long as he/she notifies the Board by April 15 of each year that he/she continues to be available for employment. The Board shall annually (no later than May 1) provide the Association a list of those who have retained a place on the recall list.

Subject to total educational needs of the system as assessed by the superintendent and approved by the Board, tenured employees on the recall list in the affected areas shall be recalled in order of their total length of service in the Hamilton County school system.

Employees shall be notified of recall by certified mail. Within five (5) calendar days of the receipt of the offer to return to employment, or within fifteen (15) calendar days of the postmark, whichever is sooner, the employee shall accept the position in writing, or it shall be determined that he/she has declined the offer. It shall be the responsibility of each laid-off employee to keep the Personnel Office informed in writing of any change of address.

If any employee declines an offer of recall as provided for in this Section, either by action or by inaction, the employee's name shall be placed at the bottom of the recall list. No further recall obligation shall be required for that employee until all other laid-off employees in the area of certification have been offered positions.

A laid-off individual who refuses a second offer of employment will be terminated. An employee shall have no recall rights after twenty-four (24) months.

An employee on Board approved leave shall be eligible for recall at the termination of his/her leave.

Employees affected by a layoff as provided in Section 5 of this Article, on their request, shall be placed on a special substitute list at the employee's request. As far as possible, personnel on this list shall be utilized both in day-to-day and long-term substitute assignments before persons on the regular substitute list are called.

An employee re-employed by exercising his/her recall rights shall be given full credit for any previously established teaching experience in the Hamilton County school system.

Section 8 – Notice to the Association

The names of all employees transferred or reassigned, and the positions that they left and will assume, shall be made available to the president of the Association at the same time that the employees are notified of the decision.

Section 9 - Diversity

The Association and the Board recognize the need to develop and implement measures that will protect and promote diversity in the employment and assignment of certificated personnel.

Section 10 – Reconstitution

A. Definitions

Reconstitution shall mean a process whereby all or a portion of the current positions at one or more school(s) shall be declared by the Superintendent to be vacant and the current faculty members at that school shall have to reapply to the principal for a position at the school.

Unassigned teacher shall mean, for the purposes of this section only, a tenured teacher at a reconstituted school who was not selected by the principal to remain at that school.

B. Procedures

All available positions in the reconstituted school will be advertised in accordance with Section 2 of this Article.

Teachers will be selected to fill the vacancies at the reconstituted school in accordance with Section 3 of this Article.

Unassigned teachers will be given first opportunity to interview for advertised vacancies, for which they apply.

The Superintendent will assign any unassigned teacher who is unable to secure a position through the normal voluntary transfer process.

The administration, in collaboration with the HCEA, will set timelines to accomplish the above procedures.

ARTICLE XI - EMPLOYEE SAFETY AND LEGAL PROTECTION

Section 1 - Safety of Working Areas

It shall be the obligation of the Board to determine if areas in which employees are assigned are safe and nonhazardous. It shall be the obligation of each employee to perform assigned duties in a manner which is safe and nonhazardous.

Section 2 - Suspected Unsafe Conditions

An employee who suspects that an unsafe situation exists shall immediately so inform his immediate supervisor. The immediate supervisor shall evaluate the situation and determine what action, if any, is needed. If the situation poses immediate harm to an employee or student, the employee will first take needed preventive action and then notify his immediate supervisor.

Section 3 - Use of Reasonable Force

If within the scope of his assignment the safety of an employee or student is threatened by a real and present danger, an employee may use reasonable force as necessary to protect himself or a pupil from attack, to protect another employee or property, or to obtain possession of weapons or other dangerous objects. Employees shall immediately report incidents of this nature to their immediate supervisor.

Section 4 - Physical Assault on an Employee

In the event that an employee, while performing assigned duties, suffers bodily injury as a direct result of a physical attack upon the employee the Board shall provide the following benefits to the employee:

- (a) Legal counsel to advise the employee of his legal rights.
- (b) The Board shall reimburse an employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectible insurance in effect at the time of the attack.
- (c) When absence from assigned duties is directly caused by such bodily injury, the employee shall receive regular salary and benefits for the period of such absence up to twenty (20) working days per separate incident and shall not forfeit any accumulated leave.
- (d) The Board shall assume medical costs beyond the employee's insurance coverage incurred by an employee as a result of such bodily injury.
- (e) The providing of the benefits specifically described above shall be the sole obligation of the Board under this section.

Section 5 - Conditions for Providing Benefits

The Board's providing of the benefits described in Section four (4) of this Article are conditioned upon any or all of the following as applicable:

- (a) The employee promptly files an incident report or official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in the matter.
- (b) The employee must have been performing his duties in a reasonable and prudent manner.
- (c) The physical attack must not have been provoked by the employee.
- (d) The Board shall receive a notarized statement from the employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack.
- (e) The Board shall receive a statement from a medical doctor attesting to the employee's inability to return to work.

Section 6 - Reimbursement for Personal Property

The Board agrees to reimburse employees for the replacement of personal property stolen, damaged or destroyed while the employee was discharging his duties within the scope of his assignment. The Board shall provide this reimbursement only if the employee immediately informs his supervisor in writing of the loss and presents a notarized statement to the Chief Financial Officer within ten (10) calendar days of the loss stating the circumstances of the loss and the estimated replacement or repair cost. No employee shall receive more than \$300.00 per fiscal year under this Section. The reimbursement provided by the Board shall be in excess of any valid and collectible insurance in effect at the time of the loss.

Section 7 - Legal Action Against an Employee

When suit for damages is instituted against an employee, resulting from an alleged wrongful act by the employee in the performance of assigned duties, the Board shall provide the employee with legal counsel and indemnification up to the limits of and in accordance with the Board's Educational Liability Policy in effect at the time of the occurrence. The Board shall also pay the retention fee provided for in the Policy. However, the Board shall have no obligation to provide any such legal counsel or indemnification in the event that the Board is the plaintiff in the suit against the employee or a Court or a jury determines that the employee was guilty of negligence or intentional wrong-doing. In no event shall the Board be obligated to indemnify the employee for any punitive or exemplary damages awarded in such a suit.

ARTICLE XII - SICK LEAVE

Section 1 - Accumulation of Benefits

At the beginning of each school year, an employee shall be credited with one (1) day sick leave allowance for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave shall mean leave of absence because of illness of an employee from natural causes, accident or quarantine or illness or death of a member of the immediate family of an employee, including the employee'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.

Sick leave shall be taken and charged in at least one-half (½) day increments.

Section 2 - Transfer of Sick Leave

Upon request, the Personnel Office shall inform all newly elected employees of the amount of transferred sick leave. The amount of transferred sick leave shall be included with accumulated sick leave on an employee's paycheck stub as soon as administratively possible.

Section 3 - Notification of Accumulation

Each employee shall be given a written accounting of accumulated sick leave days on each regular paycheck stub.

Section 4 - Sick Leave Bank

The Board and the Association agree to establish a sick leave bank in accordance with applicable state law and provisions as stated in Appendix H.

ARTICLE XIII - TEMPORARY LEAVES OF ABSENCE

Section 1 - Personal

Each employee shall be granted a total of three (3) days of paid leave per school year employed, non-accumulative, for personal leave.

Personal leave may be used for personal reasons and can be taken at the discretion of the employee. However, use of personal leave is contingent on the teacher securing a substitute job number. An employee shall not be required to give reasons for the use of any personal leave.

An employee planning to take personal leave shall request approval from his immediate supervisor at least one (1) working day in advance of his absence, except when conditions beyond the control of the employee do not permit such advance request. If one (1) working day advance request is not possible, the employee shall request approval as soon as possible.

The approval of the Superintendent, his designee, or the Board shall be required under the following conditions: If more than ten percent (10%) of the teachers in any given school request its use on the same day provided, however, on making this calculation any major fraction shall be considered as one (1); and in schools of five (5) teachers or less, one (1) teacher may take personal leave at his discretion;

- (1) If personal leave is requested during any prior established student examination period;
or
- (2) If personal leave is requested on the day immediately preceding or following a holiday or vacation period.
- (3) Personal leave shall be taken and charged in at least one-half (1/2) day increments.

Section 2 - Professional

Additional paid professional leave beyond that provided in section one (1) of this Article may be granted, upon request, by the Superintendent or his designee.

Professional leave shall be used for activities which will benefit the educational program of the school district. An employee planning to take professional leave shall request approval from his immediate supervisor at least five (5) working days in advance of his absence.

Professional leave shall be taken and charged in at least one-half (1/2) day increments.

Section 3 - Religious

An employee whose religious affiliation requires the observance of a regularly scheduled religious service during an employee's scheduled workday shall be granted paid leave for a maximum of two (2) days annually non-accumulative for such services. However, this leave shall not be interpreted to include wedding ceremonies.

The employee's immediate supervisor shall grant religious leave upon request, provided that the leave is requested at least one (1) working week in advance of the anticipated absence.

Religious leave shall be taken and charged in at least one-half (1/2) day increments.

Section 4 - Jury and Legal

An employee called for jury duty or subpoenaed as a witness in court or required by the Board to appear in a court related proceeding during the workday shall suffer no loss in pay or leave days. Any fees or remuneration the employee receives during such leave shall be turned over to the Hamilton County School System.

Section 5 – Short-Term Military Leave

A leave shall be granted employees who are members of the National Guard of a Reserve component of the armed forces of the United States to fulfill their annual duty commitment to the services under the following provisions:

- (a) Employees desiring such leave shall write a letter to the Division of Personnel, giving dates and attaching a copy of pertinent orders, if any.
- (b) The leave shall not exceed twenty (20) work days annually. Annual leave or personal leave may be used to extend short term military leave.
- (c) The leave shall be with full pay and benefits.
- (d) The employee shall be permitted to return to the position vacated.

Section 6 – Emergency

An immediate supervisor shall grant an employee paid emergency leave during the workday for a maximum of three (3) hours. Such leave shall be for a sudden, unexpected occurrence demanding immediate attention. Leave beyond three (3) hours shall be taken as personal leave, sick leave or leave without pay.

Section 7 - Bereavement

1. An employee shall be granted five (5) consecutive work days leave without loss of pay or benefits, and not chargeable to any other type of leave on the death of a parent or court appointed legal guardian, spouse, child of the employee, natural and/or adopted siblings and current parents-in-law if the leave is taken within seven (7) calendar days of the funeral or cremation.
2. In cases of relationships other than those listed in paragraph 1., approval by the Superintendent may be granted as a special circumstance to attend memorial services where dependent children are involved, not to exceed three (3) consecutive work days.
3. In the event of the death of an employee or student in the Hamilton County School System, and with the agreement of the Superintendent, the principal or immediate supervisor may grant to an appropriate number of employees sufficient time to attend the services.

ARTICLE XIV - EXTENDED LEAVES OF ABSENCE

Section 1 - Parental

- (a) An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of child bearing, adoption, and for the child care aspects associated with a newborn infant. However, the employee 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; provided that the teacher requests, in writing, to utilize accumulated sick leave and her physician provides written certification of her disability. Employees involved in adoption proceedings may use accumulated sick leave days not to exceed thirty (30) consecutive work days. In cases of adoption, the employee must submit documentation from the adoption agency. If both parents are employees of the Hamilton County Department of Education, only one parent may take leave.

- (b) An employee may be granted an unpaid leave of absence for a maximum of twelve calendar months for child rearing purposes or when legally adopting a child. However, child rearing leave shall be granted only for an employee's natural or legally adopted child who is under the age of eighteen (18) or disabled and who is unmarried and living in the employee's household.

Section 2 - Military

An employee serving in any branch of the United States Military shall be granted an unpaid leave of absence for the period of time required by the United States Government.

Section 3 - Public Office

An employee elected to a public office shall be granted an unpaid leave of absence for the period of time that is required by the elected office.

Section 4 - Educational Improvements

Tenured employees may be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of engaging in a program of studies related to his professional responsibilities at an accredited institution of higher education. Official transcripts must be submitted to the Personnel Division when returning from educational leave.

Section 5 - Recuperation of Health

An employee shall be granted a paid (when using accrued sick leave) or an unpaid leave of absence for a maximum of twelve (12) calendar months for health recuperation purposes. The Superintendent reserves the right to request a physician's statement certifying that said leave is needed.

Section 6 - Association President

The Superintendent may grant the Association President, upon request, an unpaid leave of absence for a maximum of twenty-four (24) months for the purpose of serving as association president.

Section 7 – Overseas Teaching Leave of Absence

Tenured certificated personnel may request leave without pay and benefits for overseas teaching in military or civilian schools on the elementary, middle, high or post-secondary levels; or the Peace Corps. Such leave shall be subject to the following:

- (a) Leave will be for one (1) academic year and may be renewed for one (1) additional year.
- (b) Return after leave for one (1) academic year shall be to the employee's former position.
- (c) Return after leave for more than one (1) academic year shall be to a comparable position for which the employee is certificated.
- (d) Overseas teaching leave is limited to two (2) academic years per occurrence.

Section 8 - Other Sufficient Reasons

Tenured employees may be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for reasons other than those cited in sections one (1) through six (6) of this Article. The leave may not be taken for commercial endeavors or for personal convenience.

Section 9 - Requesting Extended Leave

An employee desiring to utilize an extended unpaid leave under this Article shall file a written request on the specified form with the Personnel Division at least thirty (30) calendar days in advance of the anticipated starting date of the leave. The Superintendent may waive or reduce the thirty (30) day notice.

If an employee is absent (whether in paid or unpaid status) for ten (10) consecutive work days, he/she shall complete the specified leave form and return to the immediate supervisor who will forward the form to the Personnel Division.

Section 10 - Requesting Extensions of Leave

An employee already on Superintendent-approved parental leave, educational improvement leave, recuperation of health leave or other sufficient reason leave as stated in this article may request extensions of the original leave for a maximum of twelve (12) months.

Section 11 – Conditions of Leave

The following conditions shall apply to an employee on Superintendent-approved extended unpaid leave of absence:

- (a) Experience for salary rating purposes shall not accrue, except for military leave. A maximum of five (5) years experience shall be granted for military leave.
- (b) Sick leave days shall not accrue, but all accumulated sick leave days shall be reinstated upon return to service.
- (c) The Board's contribution toward all fringe benefits will be terminated (except as provided for in Section 11 of this article); however, the employee may continue insurance coverage by making full payment of all premiums due.
- (d) The employee shall suffer no loss in the number of years of teaching experience previously established in Hamilton County.
- (e) An employee on Superintendent-approved leave (paid or unpaid) for twelve (12) calendar months or less shall return to the same position held before the leave. If the Superintendent approved leave (paid or unpaid) exceeds twelve calendar (12) months, the employee shall be placed in the first available comparable position upon return from leave. An employee who has served more than 12 months as Association President shall return to the same position held immediately prior to serving as Association President.
- (f) Employee seniority shall be adjusted when in non-pay status. In addition, an employee's Tennessee Consolidated Retirement System (TCRS) contributions and career ladder payments are adjusted when an employee is in non-pay status.
- (g) If an employee requests to shorten his/her extended leave of absence, he/she shall be allowed to return to a vacant position for which he/she is certified, if available, until the end of the original leave date.
- (h) If an employee (tenured or non-tenured) who is on a leave of absence is nonresponsive regarding their plans to return to work after two attempts by certified return receipt mail; they will be considered as having abandoned their job. Procedures for termination shall proceed according to T.C.A. 49-5-512.

Section 12 - Family and Medical Leave Act (FMLA)

Employees eligible under the Family and Medical Leave Act of 1993 (FMLA) may be entitled for up to twelve (12) weeks of paid and/or unpaid leave annually, between July 1 and June 30, for the birth or placement of a child for adoption or foster care; to care for an immediate family member with a serious health condition; or to take medical leave when the employee is unable to work because of a serious health condition. Paid leave (available sick leave, personal leave, accrued vacation) or unpaid leave shall be at the employee's option. Existing employee health insurance benefits shall be continued during FMLA leave as if the employee had continued to work. An employee requesting FMLA leave shall be provided written guidance concerning employee rights and obligations under FMLA. Eligibility for FMLA is contingent upon the employee having worked at least 1250 hours during the previous school year.

ARTICLE XV - SABBATICAL LEAVE

Section 1 - Length of Leave

Upon written request the Board may grant sabbatical leave to an employee for a maximum of one (1) calendar year in order to pursue a program of studies at an accredited institution of higher education which will benefit the Hamilton County School System.

Section 2 - Provisions of Leave

The following provisions shall govern sabbatical leave:

- a. To be eligible for sabbatical leave an employee must have completed at least seven (7) consecutive years of service in the Hamilton County School System prior to starting the leave and must have received a Master's Degree prior to starting the leave.
- b. An employee on sabbatical leave shall be paid one-half (1/2) of the regular salary received at the time the leave commences.
- c. All requests for sabbatical leave shall be submitted to the Board by January fifteen (15) of the calendar year for which the leave would commence.
- d. Any employee who takes a sabbatical leave under the terms of this Article shall return to the Hamilton County School System for three (3) years of employment or refund to the Board all money received from the Board while on leave, on a pro-rated basis.

ARTICLE XVI - EMPLOYEE LOCAL EVALUATION

Section 1 - Applicability of Provisions

The provisions of this Article are applicable only to those portions of the evaluation which are Board-controlled and Board-initiated. According to Article XXI - Legal Savings, the Board and the Association agree to negotiate the implementation of any substantial state-mandated changes in the evaluation procedure before revising current practices in the local evaluation process.

Section 2 - Notification

In school year 2011-2012, Hamilton County Department of Education will implement a new evaluation instrument and procedure. The conceptual framework of the evaluation is built from a goal of improving quality instruction by using a “coaching” model of evaluation. The evaluation is to be on-going, consistent formative assessments of performance for the purpose of professional growth and improved practice. The evaluation will conclude with a summative evaluation of performance composed of multiple measures for the purpose of employment.

Section 3 - Evaluation Process and Procedures

- (a) All teachers will be evaluated using Project COACH. Evaluation shall be the primary responsibility of the building principal. Mini-observations may also be conducted by assistant principals and/or district staff who have had training using the new instrument, the philosophy, and how to give feedback. The evaluation process will include a review of the evaluation from the most recent year.
- (b) The assessment process will consist of a minimum of six (6) classroom mini-observations of teachers with professional licenses for a minimum total of sixty (60) minutes. All other teacher observations will consist of a minimum of eight (8) classroom mini-observations for a minimum total of ninety (90) minutes.
- (c) Evaluations will be based on unannounced classroom mini-observations and documented evidence of performance, and/or artifacts. Mini-observations are to be at least ten (10) minutes in length. For teachers with professional licenses the number of observations may be divided to have three (3) each semester or four (4) in the fall semester and two (2) in the spring. For all other teachers, the number of observations may be divided four (4) in the fall and four (4) in the spring or five (5) in the fall and three (3) in the spring semester. One of the classroom mini-observations may be conducted during a teacher planning session, parent meeting, or while leading an extra-curricular activity. All other mini-observations must be in a classroom setting which involves interaction with students.

- (d) Teacher submission of specific artifacts and/or portfolios may be required by the supervising administrator to support scoring of specific indicators. Specific artifacts identified by the administrator as a requirement must be submitted by the last date for mini-observations in Section 3(f). Additional artifacts may be submitted by the teacher in response to any scored indicators on the Summative. These artifacts must be submitted within 5 days of the Summative Conference.
- (e) Oral feedback from mini-observations will be provided to teachers within two working days. Written feedback to teachers (T-Eval) must be submitted within five (5) working days of the observation.
- (f) The following chart outlines the due dates for evaluation categories:

Teachers who have:

| | | |
|-----------------------|---|--|
| Apprentice Licenses | All mini-observations completed by 4/15 | Summative completed by 5/1 |
| Professional Licenses | All mini-observations completed by 4/15 | Summative completed no later than 5 working days prior to the last day of school |

- (g) If an employee feels that his evaluation is incomplete or unjust, he may respond electronically through the T-Eval program within five (5) working days of the principal's or evaluator's submission of his observation.
- (h) All teachers' evaluation data are accessible electronically through the T-Eval program. Public access is available in compliance with state law by following procedures outlined by HCDE Human Resources and HCEA.

Section 4 - Conferences and Report

- (a) Following each mini observation, the principal will give oral feedback to the teacher within two (2) working days. Written feedback to teachers (T-Eval) must be submitted within five (5) working days of the observation.
- (b) A summative evaluation must be held in compliance with dates stated in Article XVI, Section 3 (f) as stated above prior to the end of May. If an employee feels that his evaluation is incomplete, or unjust, he may put his objections in writing in the T-Eval program and follow the appeal procedure, see section 6.

- (c) In the event that a Performance Improvement Plan (PIP) is deemed necessary, a conference with the teacher must be held. In addition, the PIP will be submitted electronically for teacher access.

Section 5 - Assistance Procedure

- (a) If a teacher is not meeting the standards of effective teaching, the principal will give recommendations to address the noted area/s to strengthen within five (5) working days of a mini observation. During a conference between principal and teacher, a Performance Improvement Plan (PIP) will be created collaboratively and will be accessible through T-Eval. The plan shall include (1) the specific area/s to strengthen, (2) options or activities for improvement, (3) applicable resources including, but not limited to, professional development, and (4) a timeline for improvement.
- (b) The teacher and principal will meet at least monthly to review, modify, or determine completion of the Performance Improvement Plan (PIP).
- (c) It is understood that the employee's electronic signature does not necessarily mean agreement, but rather awareness of the Performance Improvement Plan (PIP).
- (d) After meeting the goals addressed in the Performance Improvement Plan (PIP), the administrator will denote the Performance Improvement Plan (PIP) as successfully completed in the T-Eval program.
- (e) At a summative conference, a teacher may be placed on a Performance Improvement Plan (PIP), if he scores in the "Improvement Necessary" category.
- (f) A teacher must be placed on a Performance Improvement Plan (PIP), if he scores in the "Does Not Meet Standards" category.

Section 6 - Evaluation Appeals Procedure

The evaluation appeals procedure will be in conformance with Tennessee State Law and State School Board rules and regulations.

ARTICLE XVII - PERSONNEL FILES

Section 1 - Content Guidelines

The Board shall not establish any separate personnel file which is not available for the employee's inspection.

Anonymous materials shall not be maintained in an employee's personnel file.

Section 2 - Maintenance of Files

An employee shall be given a copy of any written letter of reprimand placed in the employee's personnel file by a supervisor at the time it is placed in the file. The employee also shall be given a copy of any letter of criticism placed in the employee's file, which is directed to the immediate supervisor, the Superintendent, or the Board concerning said employee's performance.

An employee shall be given the opportunity to rebut any letter of reprimand or criticism placed in the employee's file by attaching his own statement to the letter of reprimand or criticism within ten (10) working days of its placement in the file. The employee may add additional statement(s) later if new information related to the incident is developed.

The Superintendent will designate those administrative personnel who shall have access to the files of those employees under their direct supervision. A log (name and date) shall be maintained for others who review the files. Such log shall be available for examination by the employee.

A former employee shall receive immediate written notification in the event that documents other than routine, clerical ones are placed in his personnel file after severance, effective date of a letter of resignation, or the date on which a notice of non-renewal has been written to the employee. The Personnel Office shall provide said notice to the last address on file for the former employee.

Section 3 - Access to Files

An employee shall have the right, with prior appointment, to review the contents of his personnel file and to reproduce any documents contained therein. However, unless unusual circumstances exist, review of the file shall be granted within two (2) work days of the request. The employee shall have the right to have an Association representative accompany him during such a review.

The Board shall release to credit agencies only the present employment of an employee and his length of service in the system. Additional salary and personnel information shall be released upon written authorization from the employee, or in accordance with Tennessee Public Records Law.

The Board shall verify to another school district or employer an employee's work experience in the system.

Materials may be permanently removed from the employee's file only with the prior notification of the employee. If the employee objects to the removal of said materials, he may place a written statement of his objections in his file.

The Personnel Office, upon authorization from the Superintendent, shall provide properly identified law enforcement personnel with an employee's address, work location, and dates of employment. Information in addition to this shall be released only upon presentation of an appropriate court order.

All personnel file reviews shall be conducted in the presence of the Personnel Officer or his designee.

Section 4 - Use of Files

In the event that the School Board is to take disciplinary action against an employee based on material in the personnel file, the employee shall normally be given at least three (3) work days notice prior to the Board meeting concerning the material in the personnel file upon which the action is to be based. The School Board shall not take action against an employee based on material which is contained in an employee's personnel file unless the material had been placed in the file within a reasonable time after the incident became known to the employee's supervisor(s).

Section 5 - Notification of Removal

Any notification in the file relating to the permanent removal of material from the file shall also be removed. Such notations shall not be recorded in the future.

ARTICLE XVIII - STUDENT DISCIPLINE PROCEDURES

Section 1 - Board and Association Responsibility

The Board recognizes its responsibility to maintain and approve student discipline procedures. The Association agrees to assist the Board in the development of student discipline procedures. Therefore, a Student Discipline Committee, consisting of four (4) members selected by the Superintendent and four (4) members selected by the Association, shall develop recommended procedures related to student discipline. These recommendations shall be forwarded to the Board for consideration. The Discipline Committee shall meet at least twice during the school year.

All schools and the HCEA office shall receive three (3) copies of the system's School Safety Plan.

Section 2 - Local School Discipline Procedures

The local school administrator shall have the overall responsibility for student discipline in the building(s), on the school grounds, and for school activities.

It shall be the responsibility of the building principal, working in cooperation with the faculty to develop, publicize, and enforce such building rules and regulations for student discipline as may be required to contribute to the orderly operation of the school. The principal will request assistance, he/she deems appropriate, for serious disciplinary problems.

Section 3 - Classroom Discipline Procedures

Maintenance of proper student behavior is primarily the responsibility of the classroom teacher. A teacher may request assistance from the principal or his/her designee when behavior of a student interferes with classroom instruction. Except in the case of a sudden, unexpected discipline problem, the classroom teacher shall maintain an annotated log of disruptive student behavior to assist the principal or his/her designee.

- A. The teacher may temporarily remove a student from the class by referring the student to the designated administrator when the seriousness of the offense or the persistence of the misbehavior has an adverse effect on the learning environment. In such cases the teacher shall brief the administrator or his/her designee of the incident on the standardized Discipline Referral Form. The principal or his/her designee will take appropriate action. The teacher shall be informed of the disposition of each case.
- B. The teacher may request that a conference be held prior to the student's readmission to class. This conference may include the principal or his/her designee, parent(s) or legal guardian(s), the student, and the student's teacher(s). In the event that a conference cannot be held within one (1) school day, the administrator may return the student to class pending the outcome of a conference. If a mutually agreeable solution cannot be reached, the principal or his/her designee will make the final disposition of the matter.
- C. If the misbehavior consists of a verbal assault and/or threat against an employee, the employee shall report the incident as soon as possible to the employee's immediate supervisor, or his/her designee, who shall immediately remove the student from class, investigate the incident, and take appropriate disciplinary action against the student. The employee shall provide the supervisor, or his/her designee, with a written statement of the incident as soon as possible.
- D. If an employee is physically assaulted by a student or visitor, the principal or his/her designee shall call the police and take other appropriate action. The employee is encouraged to file a police report of the incident and to follow-up by filing charges with the appropriate court against the student or visitor.

Section 4 - Self-Defense

Reasonable physical force may be used in self defense. Self-defense is permissible when a teacher finds it necessary to defend himself/herself or a third person or when the teacher reasonably believes that such action is necessary for the safety of himself/herself or the third person. Self-defense means the use of only such force as is necessary to protect oneself.

In each instance in which a teacher uses self-defense, the teacher shall inform the principal at the earliest practicable and reasonable time of such action and shall make a complete and objective written report not later than the end of the next workday.

ARTICLE XIX - GRIEVANCE PROCEDURE

Section 1 - Definitions

- A. Grievance shall mean an allegation by an employee(s) that a specific section(s) of this Memorandum of Agreement has been violated, misinterpreted or misapplied and that such violation, misinterpretation or misapplication has resulted in a personal loss or inequitable treatment of the employee(s).
- B. 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.
- C. Class grievance shall mean a grievance affecting more than one employee.

Section 2 – Levels

- A. Informal Level

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Therefore, an employee who has a grievance shall meet with and discuss the grievance first with his immediate supervisor, in an attempt to resolve the matter informally. When the employee requests such a meeting, the employee shall inform his immediate supervisor that the meeting constitutes the informal level of the grievance procedure. Immediately upon the conclusion of the meeting the employee and immediate supervisor shall complete the Informal Level

Grievance Form, Appendix E. The immediate supervisor will forward a copy of this form to the President of the Association at this time.

B. Formal Levels (Appendices F-1 and F-2)

Level 1 - Immediate Supervisor

If the matter is not resolved to the satisfaction of the employee at the informal level, within five (5) days of the informal discussion he shall set forth his grievance in writing to the immediate supervisor on the Grievance Form. The immediate supervisor shall arrange for a meeting to take place with the grievant to discuss the grievance within five (5) days of receipt of the grievance.

The immediate supervisor shall communicate his decision, with reasons, to the grievant and Association in writing within five (5) days of the grievance meeting.

Level 2 - Superintendent

The employee, no later than five (5) days after receipt of the immediate supervisor's decision, may appeal the decision to the Superintendent or his designee. The appeal to the Superintendent must be made in writing on the Grievance Form. The Superintendent or his designee shall arrange for a meeting to take place with the grievant to discuss the grievance within ten (10) days of receipt of the grievance.

The Superintendent shall within seven (7) days of the grievance meeting communicate his decision, with reasons, in writing to the employee, the immediate supervisor, and the Association.

Level 3 – Advisory Arbitration

In the event the issue is not resolved at Level 2, or if the time limit expires without the issuance of the Superintendent's written reply, then the Association with the grievant's concurrence may, within ten (10) calendar days thereafter, give written notice to the Superintendent's Office of the Association's desire to submit the matter to advisory arbitration, whereupon the parties shall jointly request the Federal Mediation and Conciliation Service to supply a list of seven (7) names from which to select an Arbitrator. Within ten (10) days of receipt of such list, an authorized representative of each party shall meet in person or by telephone, and alternately strike names in rotation until only one (1) name remains. The parties shall determine by random selection who shall strike the first name, and then the other party shall strike the second name, and so on until the selection process is completed. The person chosen shall be commissioned to hear the dispute and shall operate under the following guidelines:

1. The Arbitrator's consideration shall be limited to the terms of this Memorandum of Agreement.

2. The Arbitrator shall have no jurisdiction over any dispute not deriving from the specific terms of this Memorandum of Agreement.
3. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party, at least seven (7) days prior arbitration hearing
4. The Arbitrator shall have no power to alter the terms of this Memorandum of Agreement.
5. At least ten (10) days prior to the arbitration hearing each party shall submit to the Arbitrator and to the other party a written submission which shall include:
 - A statement of the issue(s)
 - A summary of the relevant facts.
 - Position of the party on the grievance.
 - A list of witnesses.
6. The fees and expenses of the Arbitrator will be shared by the two parties equally.
7. If an advisory arbitration decision is contested then the issue may be brought to the negotiations table for further discussion.
8. The Arbitrator's decision shall be advisory only, and shall be submitted to the School Board to assist it in making a final determination. The Board's decision shall be given within thirty (30) days of the receipt of the Arbitrator's findings.

Level 4 - School Board

If the dispute is not settled at Level 2 and if the Association does not ask for arbitration, the grievance may be advanced directly to the Board of Education. Within ten (10) days after the employee receives the written decision from Level 2, the employee may request a review by the Board of Education. The Board shall review the case at its next regularly scheduled monthly meeting provided, however, that if the request for a review is not received earlier that ten (10) days before the next regularly scheduled monthly meeting, the Board of Education shall review the case at its following regularly scheduled monthly meeting. The Board of Education shall issue a written decision within ten (10) days of its review, with copies to the aggrieved, the Superintendent, and the Association.

Section 3 - Advanced Step Filing

- A. In the event that the immediate supervisor of an employee is the Superintendent of Schools, the first formal level shall be the Superintendent level.
- B. The first formal level for class grievances which involve employees from two (2) or more locations shall be the Superintendent's level.

Section 4 - Provisions Governing the Grievance Procedure

- A. A grievant may, at his option, be represented by an Association representative at all formal levels of the procedure. The individual hearing the grievance may, at his option, have a representative present during the formal levels. An employee who requests an Association representative shall not be required to discuss any grievance in the absence of the Association representative.
- B. Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.
- D. No reprisals shall be taken by the Board, Administration, or Association against an employee because of his participation in a grievance.
- E. If the Board requires that an employee be away from his assignment due to the processing of a grievance, the employee shall suffer no loss of pay or benefits.
- F. It is understood that the grievant shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.
- G. A grievance may be withdrawn at any level without establishing precedent.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall result in the grievance being considered void.
- I. Notices of hearing dates, acknowledgements of the date of receipt of grievances, and decisions rendered must be in writing.

- J. For all grievances at level two (2) or three (3), grievance notices, or decisions shall be sent by certified mail.
- K. A grievance, to be considered under this procedure, must be properly initiated by the employee within twenty (20) days from the time the employee knew of the incident or should have known of the incident which caused the grievance.
- L. All formal grievance(s) must be submitted on the Grievance Form, Appendix F.
- M. The time limits prescribed in this procedure may be extended by written mutual consent.
- N. Withdrawal of a grievance at any level shall not indicate acceptance of the decision at that level.

ARTICLE XX - EMPLOYEE RELATIONS

Section 1 - Procedures

The purpose of this article is to provide a procedure for progressive, positive remediation for an employee's behavior which is unacceptable.

If a supervisor should determine that an employee is to receive a warning, an oral reprimand or a written reprimand, the following procedures shall be followed. A supervisor shall have the discretion, depending on the severity of the problem, to omit Step A or Steps A and B.

- A. **Warning** - The supervisor and employee shall meet and discuss the problem. The supervisor shall specify a time period in which the problem is to be corrected. The two individuals shall jointly sign a statement indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the employee's personnel file.
- B. **Oral Reprimand** - The supervisor shall (1) meet with the employee, (2) permit the employee to explain his point of view, (3) discuss the problem and (4) state the corrective action to be taken, if any. The two individuals shall jointly sign a statement indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the employee's personnel file.
- C. **Written Reprimand** - The supervisor shall meet with the employee and state in writing (1) the rule violated, (2) the corrective action to be taken and (3) the consequences of further violations. The supervisor and employee shall sign and date the written reprimand.

- D. If a decision is made to place a copy of the written reprimand in the employee's personnel file, the employee shall have the right to submit a written answer to the reprimand and his answer shall be attached to all copies of the reprimand.
- E. Both the supervisor and employee shall be entitled to have a representative present at the oral reprimand and written reprimand meeting.
- F. If the employee feels any action taken in this article is without cause, he may file a grievance at that step, of Article XIX Grievance Procedure which is one step above his immediate supervisor's level.
- G. At the conclusion of any meeting held in accordance with this section, the supervisor and employee shall sign and date the document shown in Appendix G.

Section 2 - Complaints

Any complaint regarding an employee made to any member of the administration by a parent, student or other person, which may be used in any manner when evaluating an employee's performance shall be promptly investigated. The employee shall be given an opportunity to respond and meet with the person making the complaint in order that he may rebut the complaint. If the person making the complaint refuses to participate in this procedure and no additional documented evidence supports the allegation, no references to the complaint shall be placed in the employee's file. If a statement is to be placed in the personnel file, the employee shall acknowledge that he had the opportunity to review such complaint by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to all copies.

Section 3 - Suspension Without Pay

Suspension without pay will be no longer than 20 working days unless there is a pending legal investigation being conducted by any law enforcement agency, Department of Children's Services, the State Comptroller, or School Board counsel.

ARTICLE XXI - LABOR-MANAGEMENT COOPERATION AGREEMENT

1. The Board and the Association agree that it is in the mutual interests of the parties to create and maintain a strong relationship between employees and management at all levels of the school system and at all work sites. It is further agreed that the Board and the Association will cooperate in a supportive environment to achieve mutually agreed upon results. It is clearly understood by the parties that people at all levels of the school system want to cooperate and work more effectively and that productivity, performance and effectiveness will improve as a result of the improved cooperation that this agreement intends.

2. The cooperation that is to be fostered by this agreement is intended to create opportunities for employees to work individually and collectively to strengthen and change the school system for the better. To accomplish such a goal it will be necessary to separate people and personalities from issues and problems. This can be accomplished by focusing on “interests” rather than “positions” and emphasizing objective rather than personally subjective criteria and data to evaluate and select options for the promotion of public education in Hamilton County, to achieve increased productivity, improved performance and effectiveness at all levels of the school system.

3. The Board and the Association shall take steps during the next year toward cooperative and collaborative work improvement projects at the various schools in the school system. It will be an expectation that the parties will identify mutual problems and concerns and will move to mutually develop action plans for their resolution.

4. It is the agreement of the parties that a primary project team will be created with an equal number of members from Management and the Association. The primary project team shall be authorized to create additional work groups to facilitate the gathering of information and the problem-solving process. The parties recognize that this is a long-term project and that there will be obstacles to the process. There is the possibility that unique circumstances will require the piloting of special projects or solutions. The Board and the Association acknowledge that short-term variances with the content of this contract may be required. In such cases, variances shall be reduced to written form and signed by the parties. All such variances shall be for a specified term, or until such time that the parties agree that the solution dictates the need for language changes or additions to this Agreement.

ARTICLE XXII - LEGAL SAVINGS

In the event that any provision(s) of this Memorandum of Agreement shall, at any time, be found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision(s) shall be void and inoperative to the extent that it violates the law; however, all other provision(s) of this Memorandum of Agreement shall continue in effect. If such legal action should occur, the parties shall, within 15 calendar days, enter into negotiations for the purpose of developing a replacement provision(s).

ARTICLE XXIII - PRINTING AND DISTRIBUTION

Copies of the entire Memorandum of Agreement shall be printed annually and distributed to all employees within thirty (30) days of ratification. The Board shall furnish 200 additional copies to the Association for its use.

ARTICLE XXIV - CONTRACT WAIVER

Any deviations from the terms of any part of this Agreement shall be agreed to by the Board and Association prior to implementation.

Either party may request a waiver of the terms of any part of this Agreement. If such a request is made, the parties shall meet and attempt to reach mutual agreement concerning the requested waiver.

Any waivers in current contract language shall be subject to ratification by both parties.

ARTICLE XXV – DURATION

Section 1 - Effective Dates Agreement

The provisions of this Memorandum of Agreement will be effective as of August 1, 2011, and remain in full force and effect until June 30, 2014, or until a successor agreement has been ratified.

Section 2 - Negotiation Procedures

No later than March first (1st) of the calendar year in which this Memorandum of Agreement is to expire, either party shall submit to the other written notice of its intent to negotiate a successor agreement. No later than March 15, the parties shall meet at a mutually convenient time and place and the party giving such notice shall submit all proposed modifications to the other party. Ground rules for negotiations shall also be discussed at this meeting. Subsequent meetings, concerned with the negotiation of a successor agreement, shall commence by April 15.

Section 3 - Reopening of Negotiations

The parties agree that Article VI - Salary, Supplemental Pay, Travel Allowance and Retirement Pay; and Article VII - Insurance, shall be reopened for negotiations and further agree that either party may propose up to five (5) additional articles for negotiations. Negotiations shall be reopened in accordance with Section 2 of this Article.

Section 4 - Commitments of the Parties

The Board and the Association agree that this Memorandum of Agreement constitutes the full and complete commitments between the two parties. Further, the Board and Association agree that this Memorandum of Agreement shall not be altered, changed, added to, deleted from, or modified in any way except as provided for within the confines of this Memorandum of Agreement.

Section 5

Signed and entered into this 19th day of May 2011



Everett Fairchild
Chairman, Hamilton County
School Board



Sharon Vandagriff
President / Chairman
Hamilton County
Education Association



Jim Scales, Ph.D.
Superintendent
Hamilton County Schools



Shawanda Perkins
Secretary, Hamilton County
Education Association



Rick Smith
Team Leader, Hamilton
County School Board

APPENDIX A

SALARY SCALE

**FY 11-12 TEACHER SALARY SCALE
BACHELOR'S DEGREE**

| Years Exp. In Co.* | County Index | County Scale | State Scale | Total Salary |
|-----------------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| 0 | 1.06 | 4,518 | 29,680 | 34,198 |
| 1 | 1.06 | 3,963 | 30,235 | 34,198 |
| 2 | 1.06 | 3,963 | 30,235 | 34,198 |
| 3 | 1.09 | 4,461 | 30,705 | 35,166 |
| 4 | 1.12 | 4,833 | 31,300 | 36,133 |
| 5 | 1.15 | 5,151 | 31,950 | 37,101 |
| 6 | 1.18 | 5,279 | 32,790 | 38,069 |
| 7 | 1.21 | 5,557 | 33,480 | 39,037 |
| 8 | 1.24 | 5,545 | 34,460 | 40,005 |
| 9 | 1.27 | 5,788 | 35,185 | 40,973 |
| 10 | 1.30 | 6,605 | 35,335 | 41,940 |
| 11 | 1.33 | 6,808 | 36,100 | 42,908 |
| 12 | 1.36 | 7,611 | 36,265 | 43,876 |
| 13 | 1.39 | 7,819 | 37,025 | 44,844 |
| 14 | 1.42 | 8,617 | 37,195 | 45,812 |
| 15 | 1.46 | 9,113 | 37,990 | 47,103 |
| 16 | 1.46 | 9,113 | 37,990 | 47,103 |
| 17 | 1.49 | 9,445 | 38,625 | 48,070 |
| 18 | 1.49 | 9,445 | 38,625 | 48,070 |
| 19 | 1.52 | 9,763 | 39,275 | 49,038 |
| 20 | 1.52 | 9,763 | 39,275 | 49,038 |
| 25 | 1.56 | 11,054 | 39,275 | 50,329 |

The Base Generator for 2011-2012 is \$32,262

* Includes experience approved by the State Department of Education

**FY 11-12 TEACHER SALARY SCALE
MASTER'S DEGREE**

| Years Exp. In Co.* | County Index | County Scale | State Scale | Total Salary |
|-----------------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| 0 | 1.15 | 4,091 | 33,010 | 37,101 |
| 1 | 1.18 | 4,479 | 33,590 | 38,069 |
| 2 | 1.21 | 5,447 | 33,590 | 39,037 |
| 3 | 1.24 | 5,885 | 34,120 | 40,005 |
| 4 | 1.27 | 6,153 | 34,820 | 40,973 |
| 5 | 1.30 | 6,366 | 35,575 | 41,941 |
| 6 | 1.33 | 6,373 | 36,535 | 42,908 |
| 7 | 1.36 | 6,546 | 37,330 | 43,876 |
| 8 | 1.39 | 6,404 | 38,440 | 44,844 |
| 9 | 1.42 | 6,547 | 39,265 | 45,812 |
| 10 | 1.45 | 7,335 | 39,445 | 46,780 |
| 11 | 1.48 | 7,448 | 40,300 | 47,748 |
| 12 | 1.51 | 8,246 | 40,470 | 48,716 |
| 13 | 1.54 | 8,333 | 41,350 | 49,683 |
| 14 | 1.57 | 9,101 | 41,550 | 50,651 |
| 15 | 1.61 | 9,502 | 42,440 | 51,942 |
| 16 | 1.61 | 9,502 | 42,440 | 51,942 |
| 17 | 1.64 | 9,730 | 43,180 | 52,910 |
| 18 | 1.64 | 9,730 | 43,180 | 52,910 |
| 19 | 1.67 | 9,953 | 43,925 | 53,878 |
| 20 | 1.67 | 9,953 | 43,925 | 53,878 |
| 25 | 1.71 | 11,243 | 43,925 | 55,168 |

The Base Generator for 2011-2012 is \$32,262

* Includes experience approved by the State Department of Education

**FY 11-12 TEACHER SALARY SCALE
MASTER'S DEGREE PLUS 45 QTR. HRS.**

| Years Exp. In Co.* | County Index | County Scale | State Scale | Total Salary |
|-----------------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| 0 | 1.18 | 2,899 | 35,170 | 38,069 |
| 1 | 1.21 | 3,292 | 35,745 | 39,037 |
| 2 | 1.24 | 4,260 | 35,745 | 40,005 |
| 3 | 1.27 | 4,668 | 36,305 | 40,973 |
| 4 | 1.30 | 4,911 | 37,030 | 41,941 |
| 5 | 1.33 | 5,078 | 37,830 | 42,908 |
| 6 | 1.36 | 5,031 | 38,845 | 43,876 |
| 7 | 1.39 | 5,179 | 39,665 | 44,844 |
| 8 | 1.42 | 4,982 | 40,830 | 45,812 |
| 9 | 1.45 | 5,075 | 41,705 | 46,780 |
| 10 | 1.48 | 5,848 | 41,900 | 47,748 |
| 11 | 1.51 | 5,911 | 42,805 | 48,716 |
| 12 | 1.54 | 6,718 | 42,965 | 49,683 |
| 13 | 1.57 | 6,751 | 43,900 | 50,651 |
| 14 | 1.60 | 7,539 | 44,080 | 51,619 |
| 15 | 1.64 | 7,895 | 45,015 | 52,910 |
| 16 | 1.64 | 7,895 | 45,015 | 52,910 |
| 17 | 1.67 | 8,078 | 45,800 | 53,878 |
| 18 | 1.67 | 8,078 | 45,800 | 53,878 |
| 19 | 1.70 | 8,240 | 46,605 | 54,845 |
| 20 | 1.70 | 8,240 | 46,605 | 54,845 |
| 25 | 1.74 | 9,531 | 46,605 | 56,136 |

The Base Generator for 2011-2012 is \$32,262

* Includes experience approved by the State Department of Education

**FY 11-12 TEACHER SALARY SCALE
ED. S. DEGREE**

| Years Exp. In Co.* | County Index | County Scale | State Scale | Total Salary |
|-----------------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| 0 | 1.21 | 2,427 | 36,610 | 39,037 |
| 1 | 1.24 | 2,830 | 37,175 | 40,005 |
| 2 | 1.27 | 3,798 | 37,175 | 40,973 |
| 3 | 1.30 | 4,161 | 37,780 | 41,941 |
| 4 | 1.33 | 4,363 | 38,545 | 42,908 |
| 5 | 1.36 | 4,521 | 39,355 | 43,876 |
| 6 | 1.39 | 4,414 | 40,430 | 44,844 |
| 7 | 1.42 | 4,512 | 41,300 | 45,812 |
| 8 | 1.45 | 4,250 | 42,530 | 46,780 |
| 9 | 1.48 | 4,293 | 43,455 | 47,748 |
| 10 | 1.51 | 5,086 | 43,630 | 48,716 |
| 11 | 1.54 | 5,118 | 44,565 | 49,683 |
| 12 | 1.57 | 5,896 | 44,755 | 50,651 |
| 13 | 1.60 | 5,909 | 45,710 | 51,619 |
| 14 | 1.63 | 6,687 | 45,900 | 52,587 |
| 15 | 1.67 | 6,988 | 46,890 | 53,878 |
| 16 | 1.67 | 6,988 | 46,890 | 53,878 |
| 17 | 1.70 | 7,130 | 47,715 | 54,845 |
| 18 | 1.70 | 7,130 | 47,715 | 54,845 |
| 19 | 1.73 | 7,253 | 48,560 | 55,813 |
| 20 | 1.73 | 7,253 | 48,560 | 55,813 |
| 25 | 1.77 | 8,544 | 48,560 | 57,104 |

The Base Generator for 2011-2012 is \$32,262

* Includes experience approved by the State Department of Education

**FY 11-12 TEACHER SALARY SCALE
DOCTOR'S DEGREE**

| Years Exp. In Co.* | County Index | County Scale | State Scale | Total Salary |
|-----------------------------------|-------------------------|-------------------------|------------------------|-------------------------|
| 0 | 1.30 | 2,151 | 39,790 | 41,941 |
| 1 | 1.33 | 2,548 | 40,360 | 42,908 |
| 2 | 1.36 | 3,516 | 40,360 | 43,876 |
| 3 | 1.39 | 3,809 | 41,035 | 44,844 |
| 4 | 1.42 | 3,917 | 41,895 | 45,812 |
| 5 | 1.45 | 4,020 | 42,760 | 46,780 |
| 6 | 1.48 | 3,818 | 43,930 | 47,748 |
| 7 | 1.51 | 3,851 | 44,865 | 48,716 |
| 8 | 1.54 | 3,453 | 46,230 | 49,683 |
| 9 | 1.57 | 3,421 | 47,230 | 50,651 |
| 10 | 1.60 | 4,214 | 47,405 | 51,619 |
| 11 | 1.63 | 4,172 | 48,415 | 52,587 |
| 12 | 1.66 | 4,935 | 48,620 | 53,555 |
| 13 | 1.69 | 4,858 | 49,665 | 54,523 |
| 14 | 1.72 | 5,646 | 49,845 | 55,491 |
| 15 | 1.76 | 5,866 | 50,915 | 56,781 |
| 16 | 1.76 | 5,866 | 50,915 | 56,781 |
| 17 | 1.79 | 5,914 | 51,835 | 57,749 |
| 18 | 1.79 | 5,914 | 51,835 | 57,749 |
| 19 | 1.82 | 5,932 | 52,785 | 58,717 |
| 20 | 1.82 | 5,932 | 52,785 | 58,717 |
| 25 | 1.86 | 7,222 | 52,785 | 60,007 |

The Base Generator for 2011-2012 is \$32,262

* Includes experience approved by the State Department of Education

APPENDIX B

**HAMILTON COUNTY PUBLIC SCHOOLS
Chattanooga, Tennessee**

**ADMINISTRATOR SALARY SCALE
FOR
PRINCIPAL TRAINEES, EXECUTIVE PRINCIPALS,
PRINCIPALS, ASSOCIATE PRINCIPALS, ASSISTANT
PRINCIPALS, AND CENTRAL OFFICE ADMINISTRATORS**

I. PRINCIPAL TRAINEES

The Principal trainee's salary shall be 1.15 multiplied by the appropriate step of the Teacher Salary Scale (Appendix A).

II. EXECUTIVE PRINCIPALS, PRINCIPALS, ASSOCIATE PRINCIPALS, ASSISTANT PRINCIPALS, AND CENTRAL OFFICE ADMINISTRATORS

- A. Each administrator shall be placed at the appropriate step of the Teacher Salary Scale (Appendix A).
- B. The following amounts for experience (Subsection B) as an administrator in Hamilton County Schools shall be granted:

| | | | | | |
|---------|-----|---------|----------|-----|---------|
| 1 years | add | \$750 | 9 years | add | \$2,750 |
| 2 years | add | \$1,000 | 10 years | add | \$3,000 |
| 3 years | add | \$1,250 | 11 years | add | \$3,250 |
| 4 years | add | \$1,500 | 12 years | add | \$3,500 |
| 5 years | add | \$1,750 | 13 years | add | \$3,750 |
| 6 years | add | \$2,000 | 14 years | add | \$4,000 |
| 7 years | add | \$2,250 | 15 years | add | \$4,250 |
| 8 years | add | \$2,500 | | | |

- C. All schools shall be designated as a Class I or II school based on the average daily membership (ADM) for the current school year as determined at the end of the second month.

Class I = 0-400 students

Class II = 401+ students

- D. The salary for executive principals, principals, associate principals, and assistant principals shall be determined by adding the appropriate step of the Teacher Salary Scale (Appendix A) and the appropriate amount from the Administrator Experience Scale (Subsection B, above) and multiplying by the appropriate index below.

| | PRINCIPAL | ASSISTANT PRINCIPAL |
|---|------------------|----------------------------|
| Elementary School (Type I) | | |
| Class I (0-400) | 1.386 | 1.193 |
| Class II (401+) | 1.417 | 1.224 |
| Middle School (Type II) | | |
| Class I (0-400) | 1.473 | 1.27 |
| Class II (401+) | 1.504 | 1.30 |
| High School/Vocational Center (Type III) | | |
| Class I (0-400) | 1.561 | 1.35 |
| Class II (401+) | 1.593 | 1.38 |
| Executive Principal | 1.63 | |
| Associate Principal | 1.48 | |

- E. The salary for Central Office administrators shall be determined by adding the appropriate step of the Teacher Salary Scale (Appendix A) and the appropriate amount from the Administrator Experience Scale (Subsection B, above) and multiplying by the appropriate index below.

| | |
|--------------------------------|------|
| Supervisor/Coordinator | 1.38 |
| Director I | 1.54 |
| Director II | 1.61 |
| Operations Director | 1.70 |
| Area /Assistant Superintendent | 1.78 |
| Associate Superintendent | 1.85 |
| Deputy Superintendent | 1.85 |

- F. An employee who requests and is granted a position as a school administrator shall receive the salary based on the classification of the requested school (Subsection C). If the Superintendent requests that a current school administrator make a transfer due to the needs of the school program which would result in the loss of salary due to the classification of the new school, the administrator shall be held harmless for any salary loss for three years, effective with the first year of the new assignment. However, if the Superintendent transfers an administrator for other reasons, the administrator shall receive the salary based on the classification of the new school, effective with the first pay period after July 1.

If a reduction in a school's enrollment results in a change in the school's size classification (Subsection C) and an accompanying reduction in the administrator's salary, that individual's salary shall continue to be figured on the previous classification for another three years **IF** the reduction in enrollment is the result of an educationally-related federal, state, or local initiative (No Child Left Behind, conversion to magnet school, etc.).

- G. Appropriate administrative experience outside the Hamilton County Schools may be granted to an individual by the Superintendent.

III. VACATION SCHEDULE FOR ELIGIBLE EMPLOYEES

All eligible employees shall receive annual vacation according to the following schedule. Experience shall mean experience in the Hamilton County School System.

| Experience | Vacation Earned |
|-------------|-----------------------|
| 0-9 Years | 12 days (90 hours) |
| 10-14 Years | 17 days (127.5 hours) |
| 15-19 Years | 18 days (135 hours) |
| 20 + Years | 24 days (180 hours) |

Employees below 1680 hours as of July 1, 2008 who accrue leave, including assistant principals, can continue to accrue leave until they reach the 1680 hour cap. Employees at or above 1680 hours as of July 1, 2008 can accrue 50% of earned leave according to the vacation schedule for the next three years. Beginning July 1, 2011 an employee in this category must take their annual accrued leave or lose the days. All employees below 1680 hours of accrued leave as of July 1, 2008 may use their accrued leave at their discretion until they reach the 1680 hour cap. All new non-twelve month employees, including assistant principals, will earn vacation days but they will not accrue. All new twelve month employees as of July 1, 2007 will have a cap of 1680 hours. Upon retirement employees shall be reimbursed at his/her daily rate for all unused vacation days.

**APPENDIX C
SUPPLEMENTAL PAY SCHEDULE**

The supplemental pay is a percentage of the teacher’s salary. The following percentage is granted for each of the positions listed when such positions are approved.

| I. ATHLETIC | High School | Middle School |
|---|--------------------|----------------------|
| Football | | |
| • Head | .20 | .11 |
| • Assistant | .15 | .07 |
| Baseball | | |
| • Head | .10 | .03 |
| • Assistant | .05 | .02 |
| Softball | | |
| • Head | .10 | .03 |
| • Assistant | .05 | .02 |
| Wrestling | | |
| • Head | .10 | .04 |
| • Assistant | .05 | .03 |
| Volleyball | | |
| • Head | .10 | .04 |
| • Assistant | .05 | .02 |
| Cheerleader Sponsor | .08 | .04 |
| Basketball (B&G separate) | | |
| • Head | .15 | .09 |
| • Assistant (1 each) | .08 | .04 |
| Soccer (B&G separate) | | |
| • Head | .10 | .04 |
| • Assistant | .05 | .03 |
| Track (B&G separate) | | |
| • Head | .10 | .04 |
| • Assistant | .05 | .02 |
| Bowling (B&G combined) | .03 | NONE |
| Golf (B&G combined) | .03 | .02 |
| Cross Country (B&G combined) | .03 | .03 |
| Tennis (B&G combined) | .03 | .03 |

A teacher’s total compensation shall not equal or exceed the salary of the principal of the school to which the teacher is assigned. Nor shall the total extra-curricular supplement exceed the following:

- High school only – 30%
- Middle school only – 25%
- Combined middle & high – 30%

II. NONATHLETIC: Criteria

| listed on individual contract | High School | Middle School |
|--------------------------------------|--------------------|----------------------|
| Marching band director OR | .08 | |
| Performing band director (10) | .03 | .03 |
| Choral director | .03 | None |

APPENDIX D

Differentiated Pay

The Association and the Board agree that there shall be a differentiated pay schedule to recruit and retain quality educators into high priority schools and subject areas (schools with critical shortages). The Association and the Board further agree that there shall be a differentiated pay plan to reward high performing educators and schools. Needs and schedules shall be renewed and reviewed by the Labor Management Cooperative Committee at least annually. All pay plans are dependent on annual funding.

I. Component 1: Hard-to-Staff High Schools

HCDE has selected math as a core area of need for its two large urban high schools (Brainerd and Howard School of Academics and Technology). Both schools have a history of staffing challenges and consistently struggle to achieve satisfactory math scores. End-of-course assessments revealed math scores were significantly below proficient. Experienced, effective teachers who provide instruction for high school credit for math will be eligible to participate in the differentiated pay plan. The plan is directed at recruiting and retaining highly effective teachers.

An experienced teacher is defined as a teacher with at least three years of verifiable experience teaching in the discipline. Effective teachers are defined as those whose students score in the 80th percentile or higher on state and local tests. Effectiveness will be determined by Human Resources (HR) and the Superintendent in collaboration with the Testing and Accountability Department of Hamilton County Schools.

Payment Plan for *Signing/Retention Bonuses*: (Contract is for three years)***

\$2,500 end of 1st semester - \$2,500 beginning of second year

\$2,500 end of 1st semester, second year - \$2,500 beginning of third year

\$2,500 end of 1st semester, third year - \$2,500 beginning of fourth year

*****Teachers must maintain 95% attendance rate (excluding days absent for professional development and bereavement) to retain eligibility for signing/retention bonus.**

Payment Plan for *Performance Bonuses*:

Performance bonuses of \$5,000 will be paid the second year. The bonuses are paid if the maximum performance criteria are met for the previous year. These bonuses are paid once a year. Payment will be made in September.

Performance Bonus Criteria:

All participating teachers (including 8th grade teachers who teach math for high school credit) are eligible for the performance bonus, including those who are not considered “experienced” or “effective” according to the above definition.

The following criteria are considered “non-negotiable.” All of the following must be fully met in order to be eligible for any of the additional yearly \$5,000 bonus.

- Teacher Attendance – 95% or better (excludes absences for professional development & bereavement).
- Participation in Staff Development – Record 20 hours or more beyond the normal HCDE requirements based on principal approval, outside of regular school hours.
- Reduce percentage of students below “proficient” by 10% or more, and/or obtain gain score averages in the 80th percentile or higher on state and local tests.

Teachers eligible for the Differentiated Pay Plan must receive a satisfactory performance evaluation. Teachers receiving an unsatisfactory performance evaluation will be removed from the Differentiated Pay Plan. In order to receive any payout, the teacher/administrator must be employed in the incentive eligible position at the scheduled time of the payout.

II. Component II: Hard-to-Staff Schools K-8 (Benwood & High Poverty Middle Schools)

Goals:

- Increase the percentage of students scoring proficient and/or advanced on State reading assessments and other measures of student performance depending on grade level.
- Increase teacher retention.

Hard-to-staff schools will be identified on a yearly basis using teacher turn-over rates and lack of student achievement as the selection criteria.

A. Individual High Performance/Retention Teacher Bonuses***

Individual teachers who meet the following criteria will be eligible for \$5,000 annually. Payment will be made in September for the prior year performance standards.

- **K-1 Teachers:** To be eligible for the High Performance Teacher bonus, kindergarten and first grade teachers must have DIBELS gain scores from the spring testing equal to or greater than the national average in each subtest area tested for their grade level. Kindergarten teachers must have equal or greater gains for all four (4) of the subtests, while first grade teachers must have equal or greater for all three (3) of the subtests. Also, teachers must not have tested their own students.
- **2nd and 3rd Grade Teachers:** The Office of Testing and Accountability calculates a local gain score for 2nd and 3rd grade students based on spring TCAP testing. The cut scores are determined on a yearly basis.
- **4th through 8th Grade Teachers:** For teachers in grades 4th through 8th TVAAS gain scores are used to determine High Performance Teacher status. Teachers need to average their gain scores in reading and math or whatever subjects they taught during the previous school year. The cut score is determined on a yearly basis.

*****Teachers must maintain 95% attendance rate (excluding days absent for professional development and bereavement) to retain eligibility for individual bonus. In order to receive any payout, the teacher/administrator must be employed in the incentive eligible position at the scheduled time of the payout.**

B. School Team Bonuses for Teachers

Eligibility Requirements for School Team Bonuses

- The school must meet the gain score outlined below.
- School team bonuses will be available to all full-time certified personnel.
- Certified personnel must have been employed at the school for three (3) years and must be actively employed in an incentive eligible position at the time of the payout.
- Certified personnel, who are not full-time at the school (i.e. music, PE or guidance counselors), are eligible for the bonus using a pro-rated pay scale.
- Part-time interventionists are not eligible.

Performance Requirements & Payments (based on: Dibels K-1st; district scores 2nd & 3rd; TVAAS 4th – 8th)

- \$1,000 per eligible employee if School demonstrates gain scores in the top 20%.
- \$2,000 per eligible employee if School demonstrates gain scores in the top 10%.
- Payments will be made in September for the prior year performance standards.

C. Bonus for School Administrators

Principals and assistant principals are eligible for bonuses of \$10,000 and \$5,000, respectively, if school achieves gain scores in the top 20% or higher. School gain scores are determined on a yearly basis. Payments will be made in September for the prior year performance standards.

III. Component III: National Board Certified Teachers

In an effort to encourage teachers to participate in the rigorous evaluation process to become a National Board Certified Teacher, HCDE pays a yearly bonus of \$4,000 to National Board Certified Teachers.

Payment Plan – National Board Certified Teachers

- \$2,000 paid at the end of the first semester
- \$2,000 paid at the end of the second semester

IV. Component IV: Administrative/Teacher Signing and Retention Bonus – 3 year contract***

In an effort to attract high performing, experienced administrators/teachers to selected schools, a signing/retention bonus will be offered. Areas of need will be determined on an annual basis by the Superintendent and HR. Signing bonuses will be for three consecutive years and require approval of data which supports proven effectiveness in previous position. Effectiveness will be determined by HR and the Superintendent in collaboration with the Testing and Accountability Department of Hamilton County Schools. (An experienced teacher is defined as a teacher with at least three years of verifiable experience teaching in the discipline. Effective teachers are defined as those whose students score in the 80th percentile or higher on state and local tests.) Exceptional education positions may have a separate contract with specific performance requirements (i.e. IEP compliance, professional development, attendance, etc.). Bonuses are annual. Payments will be made in January and September. The Superintendent may extend the length of the signing/retention bonus beyond the three years if needed to maintain stability in a school.

| | |
|----------|-----------------------------|
| \$12,000 | Elementary School Principal |
| \$15,000 | Middle School Principal |
| \$20,000 | High School Principal |
| \$10,000 | Assistant Principal |
| \$10,000 | Teacher |

*****Teachers must maintain 95% attendance (excluding days absent for professional development and bereavement) rate to retain eligibility for signing/retention bonus**

Conclusion

The following comments apply to each component of the differentiated pay plan:

Continuation of all differentiated pay plans is subject to funding. All plans will be reviewed annually and submitted to the State of Tennessee before June 30. In order to receive any payout, the teacher/administrator must be employed in the incentive eligible position at the scheduled time of the payout.

Teachers eligible for the Differentiated Pay Plan must receive a satisfactory performance evaluation. Teachers receiving an unsatisfactory performance evaluation will be removed from the Differentiated Pay Plan. With the exception of component IV, signing/retention, any teacher who retires at the end of a school year will be eligible for the entire annual payout if required performance criteria has been met, including a satisfactory performance evaluation.

Hamilton County Department of Education reserves the right to increase performance criteria as long as notification is provided to the employee at the beginning of the school year (i.e., teacher attendance). Whenever possible, positions eligible for differentiated pay will be identified in the spring hiring season. However, in critical staffing situations, the Superintendent may add positions to the eligibility list.

APPENDIX E

INFORMAL LEVEL GRIEVANCE FORM

The undersigned hereby agree that on _____
Date
a meeting was held in accordance with Article XIX, Grievance Procedure, Section 2-A, of the
current Memorandum of Agreement.

Immediate Supervisor

Employee

(1 copy to the employee and 1 copy to the immediate supervisor)

APPENDIX F-1

**GRIEVANCE FORM FOR FORMAL
LEVELS**

To Be Completed by Grievant:

Check one: _____ Level I - Immediate Supervisor
 _____ Level II - Superintendent
 _____ Level IV - School Board

Grievant's Name _____

Work Location _____

Assignment _____

Article(s) and Section(s) alleged to have been violated:

Specific statement of grievance:

Relief Sought:

Grievant's Signature

Date

Received by Administrator

Administrator's Signature

Date

APPENDIX F-2

GRIEVANCE DISPOSITION FORM

To be Completed by the Administrator:

Grievant's Name _____

Administrator's Name _____

Date of Hearing _____

Due Date for Response to Grievant _____

Administrator's Decision and Rationale

Administrator's Signature

Date

This form shall be completed by the administrator. If the grievant has grieved at Level II or IV, this form must be returned by certified mail.

If this decision is to be appealed, this must be done no later than _____ work days after the receipt of this form.

Administrator distribute as follows:

- White copy to the grievant
- Canary copy to the immediate supervisor
- Pink copy to the Deputy Superintendent
- Goldenrod copy to the Association President

APPENDIX G
EMPLOYEE RELATIONS FORM

The undersigned agree that a meeting was held on _____

In accordance with Article XX. This meeting constituted the warning step, oral reprimand step or written reprimand step of section 1.

Supervisor

Employee

Copies: White - Employee
Pink – Supervisor

APPENDIX H

HAMILTON COUNTY SCHOOL BOARD HAMILTON COUNTY EDUCATION ASSOCIATION

SICK LEAVE BANK

I. PURPOSE

The purpose of the Sick Leave Bank is to provide sick leave to contributors who have suffered a catastrophic illness, injury, disability or quarantine and whose paid leave is exhausted.

II. ADMINISTRATION

The Sick Leave Bank shall be administered by a Committee of Trustees. The Committee shall be composed of five (5) members: two (2) members appointed by the School Board, two (2) members appointed by the Association, and the Superintendent of Schools who shall chair the Committee.

III. MEMBERSHIP

Persons entitled to sick leave under TCA 49-5-710 shall become a member of the Bank by donating one day of accumulated sick leave. Certified employees must be eligible for membership in the Sick Leave Bank.

Employees shall be eligible to join one (1) year after their hire date during their anniversary month (i.e., calendar month August, January, etc.) or any open enrollment period following one (1) year of employment.

IV. RULES

1. A minimum participation of twenty (20) members shall be required to establish the Bank.
2. Any teacher who elects to participate in the Bank shall initially have one (1) day of sick leave deducted from his/her personal accumulation and deposited to the Sick Leave Bank. Donations of sick leave to the Bank are nonrefundable and nontransferable, unless the Bank is dissolved.
3. If at any time the number of days in the Sick Leave Bank is less than twenty (20), or one (1) per member if there are more than twenty (20)

members, or at any time deemed advisable, the Committee shall assess each member one (1) or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the teacher.

4. By written notice to the Trustees, a member may withdraw from Bank participation effective June 30 next. Membership withdrawal shall result in forfeiture of all days contributed.
5. Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for thirty (30) calendar days.
6. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated paid leave, including all paid Board extensions and then only after satisfying a five (5) day waiting period.
7. Leave grants from the Bank, recommended by the Board of Trustees shall be in units of no more than twenty (20) consecutive pay days for the individual applicant. Applicants may submit requests for extensions of such leave grants before their prior grants expire. The maximum number of days any participant may receive in any fiscal year is sixty (60). The maximum number of days any participant may receive as a result of any one or recurring diagnosed illness or accident is ninety (90) days. Days from the Bank may not be utilized for those days when an employee would not receive pay. The Trustees may establish regulations restricting the number of days which may be withdrawn from the Bank by one (1) member on account of one (1) illness, particularly any known illness existing at the time the teacher elected to participate in the Bank.
8. In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file the request.
9. All requests to utilize days from the bank shall be accompanied by a physician's statement verifying the cause of the illnesses or injury and attesting to the individual's inability to perform assigned duties. Refusal to supply such a statement shall result in the request being denied.
10. For all pregnancy related requests, the employee's physician must certify that the employee is disabled and/or the pregnancy is at risk. The employee's physician must state specifically the employee's disability and/or reason for the high risk pregnancy.

11. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.
12. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, or illness of any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local retirement plan.
13. A member shall lose the right to obtain the benefits of the sick leave bank by:
 - (a) Resignation or termination of employment.
 - (b) Cancellation of participation which is effective on June 30 next.
 - (c) Refusal to honor such assessment as may be required by the Committee of Trustees.
 - (d) Being on approved leave of absence with the exception of personal illness or disability leave.
 - (e) Retirement
14. All actions of the Trustees shall require three (3) affirmative votes and shall be final and binding.

V. PROCEDURES

1. Contributions to the Bank must be made on a Sick Leave Bank Donation Form.
2. The Trustees shall act affirmatively or negatively on all applications within fifteen (15) working days of the application.
3. At the request of a majority of the Trustees, an applicant may be required to undergo at his/her expense a medical review by a physician approved by the Committee.
4. Any person submitting a request to draw on the Bank must have made his/her proper contribution for the fiscal year in which the request is made.

5. All records of the Sick Leave Bank shall be kept in the Finance Office. The trustees shall inform this office of all applications they approve and the amount of additional leave granted the member.
6. Any days approved by the Trustees but not utilized by an individual shall be returned to the bank.
7. Pay for approved sick leave bank days shall be made on the next regularly scheduled payroll date for that individual.
8. Enrollment in the bank shall be for the current year and subsequent years unless revoked in writing. Such cancellation shall be effective June 30 next.
9. The Trustees of the bank shall be responsible for developing all necessary forms for the implementation and administration of the bank.
10. Each member shall sign an authorization form stating that they are aware of the provisions of the sick leave bank and also relieving the Board, the Association and the individual Trustees from any liability as a result of action taken by the Trustees.

APPENDIX I

HEALTH REIMBURSEMENT PLAN

1. Employees participating in the PPO will receive a credit of \$500 per year. Actual funds will not be distributed until the employee requests reimbursement of qualified health care expenses.
2. Employees participating in the HMO will receive a credit of \$750 per year. Actual funds will not be distributed until the employee requests reimbursement of qualified health care expenses.
3. Retirees will receive a credit of \$750 per year participating in either the PPO or HMO.
4. The funds are available to reimburse the employee for actual qualified health care expenses incurred and paid by the employee. The employee will only be able to receive reimbursement for the balance in their respective account.

The employee will be reimbursed based on a receipt for co-pays paid at the doctor/pharmacy and the "Explanation of Benefits" for the deductible and maximum out of pocket costs.

5. Any unused balance will roll-over from one year to the next.
6. Upon retirement, the retiring employee will have continued access to any unused reimbursement amounts for qualified healthcare expenses incurred. All unused balances will be forfeited at the end of the calendar year in which the employee retired.

Upon resignation or termination of an employee participating in the plan, any unused balance is forfeited as of the effective date of termination.

APPENDIX J

PREFERRED INSURANCE NETWORK

The following is a general outline of the current Preferred Network; however, details are contained in the Plan booklet and always contact Blue Cross (1-800-565-9140) with specific questions.

1. Prior authorization is required for high-tech imaging procedures.
2. The pharmacy co-pay is \$5/\$20/\$30.
3. Eliminate the one co-pay for a 90-day supply purchased at a retail outlet. The one co-pay for a 90-day supply would remain in place.
4. The annual deductible is \$450.
5. The annual maximum out-of-pocket for an individual is \$1,750 and for a family is \$4,750.
6. Utilization of non-participating health care providers will result in the employee being responsible for a \$800 deductible and 30% of covered expenses until the deductible and out-of-pocket equal \$3,000 per individual, not to exceed \$9,000 per family per year. (Note: This deductible is separate and distinct from number one above.)
7. An employee should consult the current directory to identify preferred facilities, physicians, health procedures, medical equipment, and laboratories.
8. Except for medical emergencies, a pre-admission certification is required for hospital admission. If pre-admission certification is not obtained, benefits will be reduced or denied.
9. The higher preferred care benefits will be paid for an emergency admission to a non-participating facility or an out-of-state facility; however, Blue Cross must be notified within 24 hours of such admission.
10. If an employee is referred to a non-participating provider by a participating provider, the employee will be responsible for the higher deductible and co-payment.

APPENDIX K

HEALTH CARE MAINTENANCE ORGANIZATION (HMO)

1. The out-of-pocket network co-pay including emergency room visits will be \$100.
2. The in-network office visit co-pay will be \$15.
3. The specialist office visit co-pay will be \$20.

APPENDIX L

JOB SHARING ADMINISTRATIVE GUIDELINES

Rationale

The Hamilton County Schools supports job-sharing opportunities in limited circumstances as a way to meet some exceptional personal or professional needs of certified faculty members. Specific criteria has been negotiated so that no job-sharing agreement hinders educational services to Hamilton County students and interferes with the normal and smooth operation of any specific school.

Guidelines

1. Job-sharing is defined as two certified faculty members sharing one full-time position. The building principal, the partners, and the superintendent of schools determine the amount of time each staff member devotes to the job.
2. Job-sharing is distinct from team teaching, which requires both teachers to be on the job full-time. Job-sharing is also distinct from part-time teaching where the position itself calls for less than a full-time teacher and the hours are not flexible.
3. No certified employee shall be required to share a job assignment.
4. Job-sharing partners cannot accept additional outside employment during the normal teacher workday.
5. Full-time teachers with seniority may not “bump” into a job-share position.
6. Job-sharing teachers cannot “bump” less senior full-time teachers should the job sharer be required to return to full-time employment prior to the completion of the one-year job-sharing assignment.
7. Job-sharing partners must be tenured (continuing contract status) with the Hamilton County Department of Education.
8. Job-sharing partners must possess a valid Tennessee professional teaching license and both partners must be certified and endorsed in the area(s) appropriate for the job-share assignment.
9. Principals will consider all job-sharing proposals. Job-sharing must be reviewed for input and approved by building level principals where job-sharing will occur. Upon approval by building level administrators, all job-sharing proposals will be submitted to the Assistant Superintendent of Personnel/HR Services for review of the teaching credentials. The Superintendent shall give the final approval on all job-sharing requests.

10. Job-sharing faculty members are expected to attend all required staff development sessions, in-service sessions, and pre-service activities as agreed upon by the school principal and the job-share partners. No extra compensation shall be paid for fulfillment of these duties.
11. Job-sharing partners are expected to attend all scheduled Parent-Teacher Conference days as agreed upon by the school principal and the job-share partners. No extra compensation shall be paid for fulfillment of these duties.
12. The building administrator in collaboration with the job-sharing partners will determine planning time for job-sharing faculty.
13. In the event that it becomes necessary to obtain a substitute teacher for one job-share partner, the second job-share partner will be given the opportunity to accept the assignment before it is offered to a person on the substitute teacher roster.
14. The standard model for job-sharing will involve each partner working half a day on a daily basis, unless otherwise adjusted by the building level principal.
15. The developmental needs of the students impacted by the job-sharing request will receive careful consideration.
16. The salary of each job-sharing partner will be determined in accordance with the salary schedule and in proportion to the amount of time devoted to the position. A job-sharing partner will be entitled to pro-rated credit on the salary schedule for each full year of employment with the school district as mandated by the Tennessee Office of Accountability.
17. Job-sharing proposals must be evaluated, resubmitted, and re-approved on an annual basis with no implied automatic continuation. A variety of factors will be examined, including parent perception and student achievement data, to determine any detrimental effects on student learning. Each job-sharing situation will also be evaluated yearly to determine the maximum job-sharing arrangement between the partners.
18. Teachers in job-sharing partnerships will be evaluated on an individual basis according to the **Tennessee Framework for Evaluation** and the **Memorandum of Agreement** on a regular cycle or as deemed necessary by the building level principal.
19. Should either job-share partner resign, take a leave of absence, or be promoted during the school year, the remaining partner becomes a full-time teacher, unless another job-sharing partner is approved by the principal. Job-sharing partners may recommend replacement teachers to the principal should one leave during the school year.

20. If either job-share partner fails to agree to apply for a renewal of a shared assignment, the shared assignment shall be considered to be ended and both teachers will be reassigned to full-time positions in accordance with Article X.
21. Job-share partners wishing to return to full-time status must apply for positions in accordance with the transfer policy in the Memorandum of Agreement. Job share partners are not guaranteed a position in the same building of the job-share assignment but are guaranteed a comparable full-time position within the school district. However, the senior job-share partner will be considered as the primary teacher for seniority purposes if and when the position is converted to full-time for any reason.
22. If a school must lose a position due to reduction in force, job -share partners are not exempt from the process.
23. The decision by the building level principal not to allow job-share in a given year cannot be grieved.

Benefits for Job-Share Partners

1. Job-sharing teachers are alerted to the fact that continuation in job-sharing may have an adverse effect on the accumulation of years of service for retirement credit with TCRS. Service time with TCRS will be pro-rated.
2. Sick leave days and personal leave days will be pro-rated.
3. Benefits for job-sharing partners shall **not exceed** the benefits that one (1) FTE is eligible to receive (this includes Health Insurance, Dental, LTD, and Life Insurance).

NOTE: Benefits for job-sharing teachers will not be available until a job-share benefit package can be developed and priced.