

**The
Contract
Between
The Macon County Education Association
and
The Macon County Board of Education
July 1, 2011 – June 30 2014**

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ARTICLE I
PREAMBLE

Pursuant to (Tennessee Code Annotated) this agreement is made and entered into this _____ by and between the Board of Education of Macon County, Lafayette, Tennessee, hereafter called the “Board” and the Macon County Education Association, an affiliate of the Tennessee Education Association and the National Education Association, hereafter call the “Association”.

Whereas the parties have reached certain understandings, which they desire to confirm in this agreement, be it RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II
RECOGNITION

A. UNIT

The Board hereby recognizes the Macon County Education Association as the exclusive representative pursuant to TCA for the purpose of collective negotiations and grievance for all certified employees, but excluding those designated by the board as “management personnel” pursuant to TCA.

B. DEFINITIONS

1. “Employee or Teacher” – The terms “employee” or “teacher” shall refer to any certified personnel holding a position requiring certification, but excluding those designated by the board as “management personnel” pursuant to TCA.
2. “Board” – The term “board” shall mean The Macon County Board of Education or its duly authorized representative.
3. “Association” – The term “Association” shall mean The Macon County Education Association or its duly authorized representative.

4. "TCA" – Tennessee Code Annotated
5. "Days" – The term "days" shall mean Monday through Friday, excluding holidays.
6. "Length of service to the system" – The number of years the teacher has taught in the Macon County School System from the date of the last employment. Length of service will not be interrupted by a Board approved leave.

ARTICLE III NEGOTIATION PROCEDURE

A. MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS

Good faith negotiations require a free and open exchange of views by both parties. Therefore, both parties agree to meet at reasonable times and places. Scheduling will remain flexible to negotiate in a good faith effort to reach an agreement in accordance with TCA. During such negotiations the board and the Association will preserve data, exchange points of view, and make the proposals.

B. MEETINGS

1. No later than March 1st of the calendar of which the agreement is to expire, either party shall submit to the other written notice of its intent to negotiate a successor agreement.
2. Within five (5) days of the request, the parties will establish a mutually convenient time and place for a meeting. The meeting shall take place no later than ten (10) days following the date of the request. Additional meetings will be agreed upon by the negotiation representative.

C. NEGOTIATING TEAMS

Each party shall have four (4) members on its negotiating team. Neither party shall have any control over the bargaining representative of the other party. Either party may, if they desire, utilize the services of outside negotiation in accordance with

TCA. The parties mutually pledge that their representative will be clothed with all the necessary power and authority to make proposals and counter proposals, and to reach tentative agreement on terms being negotiated.

D. ACCESS TO INFORMATION

The Board shall furnish to the Association upon request, within a reasonable time, all available information concerning financial resources of the school system, including but not limited to annual financial reports; tentative budgetary requirements and allocations; agendas and minutes of all Board meetings; treasurers reports; school census information; names, addresses, and the Association in developing constructive proposals.

E. MEDIATION

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

**ARTICLE IV
MANAGEMENT RIGHTS**

The parties agree that the board retains all rights, responsibilities, and obligations of management and direction of its professional employees that is possessed under federal and state law prior to the execution of this agreement including, but not limited to, the right to promulgate and enforce reasonable rules regulating the job performance of its employees so long as the rules are not contrary to, or inconsistent with the provisions of this agreement. Nothing herein is meant to derogate from, or diminish the Board's rights, responsibilities, and obligations imposed by federal or state statute.

**ARTICLE V
ASSOCIATION RIGHTS**

A. USE OF FACILITIES

The Association and its members, with the approval of the principal, shall have the right to make use of school buildings and facilities and equipment, calculating and

duplication equipment and machines, and all types of audiovisual equipment when such equipment is not in otherwise actual use. Personnel for operating equipment shall be furnished by the Association excluding the use of the central office personnel and all supplies will be furnished by the Association. The principal will be responsible for monitoring to see that this right is not abuse.

B. COMMUNICATIONS

The Association shall have the right to post notices of activities and matters of Association concern on the employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as teacher's lounges and workrooms, but not in areas open to the public or students. The Association may use the school system's regular interschool mail delivery system, email, and employee mailboxes for communications to employees or members of the Association.

C. ACCESS TO MEMBERS

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this does not interfere with or interrupt normal school operations, providing proper notification has been given to the principal. The principal will be responsible for monitoring to see that this right is not abused. In the event that it is abused, it shall be stopped by the principal immediately and reported to the Director of Schools and to the president of the Association.

D. BOARD MEMBERS

The board shall place on the agenda of each regular board meeting of consideration under "new business" any matter brought to its consideration by the Association; except controversial items that demand immediate attention, and provided that such matters are made known by the president of the Association to the Director of Schools' office five days prior to said meeting.

E. RELEASE TIME

Release time to be used by officers or agents of the Association shall not be at the expense of the Board. Such days shall not exceed seven (7) days and provisions for substitutes shall be the same provisions provided when on leave without pay. The Association of individual teacher agrees to notify the principal at least five days prior to the date released time is taken pursuant to this section.

F. EXCLUSIVE RIGHTS

The rights granted herein to the Association shall not be granted or extended to any other organization claiming to represent teachers.

**ARTICLE VI
GRIEVANCE PROCEDURE**

A. DEFINITIONS

1. The term “grievance” shall mean a written claim by the grievant that a misinterpretation, misapplication, or violation of the terms of this agreement has occurred.
2. Grievant: A professional employee who files a grievance, and the Macon County Education Association.
3. Immediate Supervisor: The person in the administrative chain to whom an individual is primarily responsible.

B. GENERAL PROVISIONS

1. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures.
2. Any teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

3. Grievances filed after May 15th shall, whenever possible be resolved within ten (10) days of the close of school, but the professional employee shall be guaranteed the opportunity to have the grievance processed at every level in this provision.
4. All teachers shall be represented by the Association, if requested by the teacher, in the grievance procedure. The teacher shall be present at any grievance discussion when the administrator and/or the organization hears said grievance. When the presence of a teacher at a grievance hearing is requested by either party; illness or other incapacity of the teacher shall be grounds for necessary extension of grievance procedure time limits.
5. Any disposition of grievance alleged by the Association to be in conflict with this agreement shall be givable by the Association.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford fair and reasonable opportunity for all insofar as possible, after school hours, or during non-teaching time of all personnel involved. When such hearing and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
7. It is agreed that any investigations or handling or processing of any grievance by the teacher or teacher organization representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.
8. It is understood that the grievance shall, during and notwithstanding the tendency provisions.
9. A grievance may be withdrawn at any level without establishing precedent.
10. Failure, at any step of the procedure to communicate the decision on a grievance within specified time limits, shall permit the aggrieved party to proceed to the next step.
11. The Board, administration, and the Association shall cooperate in the investigation of a grievance.

12. Filing of Materials: All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant. This file will remain public.

C. INFORMAL ACTION

If a member of the bargaining unit feels that he/she has a grievance, he/she shall first discuss the matter, in good faith, with his/her immediate supervisor in an effort to resolve the problem informally. This informal action shall take twenty (20) teaching days after the grievant knew or should have known of the incident of which is the basis of the grievance. In this informal action, the grievant shall verbally advise his/her immediate supervisor of the particular section of the agreement alleged to have been violated. The immediate supervisor will respond within six (6) teaching days after the informal meeting.

D. FORMAL PROCEDURE

1. Step 1

If the informal action does not resolve the grievance satisfactorily the grievant shall have the right to lodge a written grievance per appendix C with his/her immediate supervisor within six (6) teaching days following the verbal response of the immediate supervisor. If such grievance is not lodged within six (6) teaching days following the conclusion of the informal action above, the right to proceed with the grievance procedure for this incident is waived.

The written grievance shall be a concise statement of the facts upon which the grievance is based and a reference to the specific section of the negotiated agreement which is allegedly violated. A copy of such grievance shall be filed by the grievant with the Director of Schools and the Association. A response shall be made by the immediate supervisor within six (6) teaching days after the receipt of said grievance by the immediate supervisor to the Director of Schools and the Association.

2. Step 2

If the grievant is not satisfied with the disposition of the grievance in Step I, such grievant may appeal within six (6) teaching days after the receipt of the decision of

the immediate supervisor in Step I, to the Director of Schools per Appendix C. At the request of either party to the grievance, within six (6) teaching days, the Director of Schools shall meet with the grievant and his representative, if such representative is requested, and shall indicate the disposition of the grievance in writing within six (6) teaching days of such meeting and shall furnish a copy thereof to the grievant, his/her immediate supervisor and the Association.

3. Step 3

If the grievant is not satisfied with the disposition of the grievance at Step 2, such grievant may appeal within six (6) teaching days after the receipt of the decision of the Director of Schools in Step 2 per Appendix C to the Board and request a hearing at the next regularly scheduled Board meeting. Copies of such notice of appeal shall be sent to the grievant's immediate supervisor, the Director of Schools, and the Association. The Board shall render a decision in writing within ten (10) teaching days after the receipt of the appeal. Copies of the decision shall be sent to the grievant, the grievant's immediate supervisor, the Director of Schools, and the Association.

4. Step 4

If the Association is not satisfied with the decision rendered after the hearing in Step 3 by the Board, the grievance may be submitted for arbitration. The Association shall, within five (5) teaching days after the receipt of the decision of the Board, notify the Board of its intent to submit the grievance to advisory arbitration.

- a. The parties will select, by mutual agreement; an arbitrator within thirty (30) teaching days after notification of intent to submit to arbitration is given. These parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are specifically qualified to hear public sector grievances from which the parties shall select the arbitrators. If, for some reason, the arbitrator is unable to serve, or the parties agree that no person on the panel is suitable, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a new panel of seven (7) arbitrators from which an arbitrator will be selected in the same manner.

- b. Neither the Board nor the Association will be permitted to assert any written evidence before the arbitrator which has not been previously disclosed to the other party, except when a party was unable to produce said evidence prior to Step 4. Such written evidence shall be disclosed to the other party within seven (7) calendar days prior to the arbitration hearing and the objections to the admissibility of such evidence may be made at the time it is formally introduced at the hearing.
- c. Only one grievance shall be heard by any particular arbitrator unless there are multiple grievances involving the same facts and issues or unless otherwise agreed in writing by the parties. Grievances of similar nature may not be heard by the same arbitrator except on the express written mutual consent of the parties.
- d. Notwithstanding the forgoing, the arbitrator shall have the power to add to, modify, alter, amend, or subtract from the terms of this agreement or the individual professional employee contract. He/she shall not make any new agreement or discrimination and prerogatives. The arbitrator shall not hear grievances barred from the scope of the grievance procedure. If any grievance award shall include any back pay, the award shall not extend to a date prior to the date of the occurrence of the grievance. A grievance award shall not include punitive damages.
- e. The arbitrator shall have no power to establish or alter salary schedules.
- f. In the event that a grievance is submitted to an arbitrator on a matter over which he/she has no power to rule, it shall be referred back to the parties without a decision of recommendation on its merits.
- g. Each party shall bear the expenses of its witnesses produced, and other expenses incurred in presenting its case. The fees and expenses of the arbitrator shall be paid by the non-prevailing party. Any stenographic

record and any transcripts thereof shall be paid for by the party ordering same.

- h. The recommended decision of the arbitrator shall be given in writing to all parties within thirty (30) calendar days after the matter is finally submitted to the arbitrator.
- i. The decisions of the arbitrator will be final and binding unless specifically rejected by the Board at its regularly scheduled meeting. If rejected, the Board shall provide written reasons to the Association within ten (10) days of the rejection.

F. REPRESENTATION

The Board acknowledges the right of the Association, or its affiliate grievance representative, to participate in the processing of a grievance at any level, if requested by the employee and no employee shall be required to discuss any grievance if the Association or its affiliate representative is not present.

G. ADVANCE STEP FILING

- 1. If the Association and Director agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.**
- 2. If the Association, Director, and Board of Education agree, Step 1 and Step 2 of the grievance procedure may be bypassed and the grievance be brought directly to Step 3.**
- 3. If the Association, the Director, and the Board of Education agree, a grievance may be submitted directly to arbitration.**
- 4. Class grievance involving two or more employees may be initially filed at Step 2.**

ARTICLE VII
DUES DEDUCTION

A. AUTHORIZATION

Teachers who are members of the Association may sign for the Association to deliver to the Board an assignment authorizing payroll deductions of professional dues.

B. REGULAR DEDUCTION

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

C. PRO-RATED DEDUCTIONS

Deductions for the teacher authorizing dues deductions after the date of the commencement of deductions for item B of this article shall be approximately prorated to complete payment.

D. DURATION

Authorization for dues deduction by a member of the Macon County Education Association shall continue in effect from year to year unless revoked in writing to the Macon County Education Association by September 1. The Association shall forward a copy of said notice to the office of the Director of schools within five (5) working days. Neither the Director of Schools nor any other employee at the board of education shall accept or change membership status until notification is received from the MCEA.

1. When failure to enforce or report changes in enrollment results in additional financial obligations to TEA/NEA. The responsible party will assume the payment for these obligations.

E. TERMINATION OF A TEACHER

Any teacher who authorizes payroll deduction of dues and subsequently terminates employment prior to the final deduction shall have the remaining balance deducted from his/her final paycheck. The authorization form shall have this commitment printed on it.

F. TRANSMISSION OF DUES

The Association agrees to advise the Board of all members of the Association by October fourth (4th). This will allow the Board to fulfill the provisions for dues deductions. Check stubs will contain information to individual teachers concerning deductions. The Board shall submit to the Association all local sums deducted monthly. The Association or its designee shall pick up the check at the Board.

G. CONTRIBUTIONS

Upon appropriate written authorization from the employee, the Board shall deduct the salary of any professional employee and make appropriate remittance to the specified organization of any additional payments, and/or donations, provided that the Association has agreed in advance of any such deductions to the inclusion of a specified organization or organizations for payroll deduction. Currently approved for deductions are insurance, annuities, professional dues for UEP, or deductions for college donations.

ARTICLE VIII SALARIES AND WAGES

A. SALARY SCHEDULE

The salary schedule of each teacher and principal is covered by the tentative salary schedule as set forth in Appendix A.

B. PLACEMENT

1. Adjustment to Salary Schedule

Each teacher shall be placed in his/her proper step of the salary schedule as of the effective date of this agreement and in accordance with paragraph 2 below. Any teacher who is employed for one hundred (100) days of the two hundred (200) day contract shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Covered under the State Rules and Regulations Maximum Standards.

3. Method of Payment

a. Pay Period

Each teacher shall be paid in twelve (12) equal installments on the fifteenth (15th) of each month. Teachers shall receive their checks by direct deposit beginning September 2011. Any employee wishing to receive a paper check may opt to do so.

b. Exceptions

When pay date falls on or during a school holiday, vacation, or weekend, teachers paychecks will be deposited on the last previous working day.

c. Summer Pay

Summer checks will be directly deposited on the 15th of each month. The 11th and 12th month checks can be directly deposited after July 1, provided notification has been given the Board before June 1.

C. EXTRACURRICULAR ACTIVITIES

1. Non-Compensated Activities

- a. Any school-sponsored activity is covered by Board insurance.
- b. Teacher will not be required to use leave of sick days to participate in trips and activities approved by the principal.

2. Compensated extracurricular activities will be according to Appendix B.

3. All teachers and administrative personnel shall be admitted to all school sponsored activities without charge excluding activities, which involve a split gate. (Any activities co-sponsored by outside organization or promoter.)

D. EXPENSES OF TRAVELING EMPLOYEES

Employees who may be required to use their automobile in the performance of their duties; and teachers assigned to more than one school per day shall be reimbursed for all travel at the prevalent state rate and subject to change as the state rate changes, for all deriving done between arrival at the first location and the beginning of their workday and the last location at the end of the workday.

E. DISTRIBUTION OF NEGOTIATED MONIES

In the event monies are not available to adequately fund raises specified in the contract, inclusive of salary and compensated activities the monies will be renegotiated using the new figures.

ARTICLE IX INSURANCE

A. HOSPITAL INSURANCE

Hospitalization insurance shall be payroll deductible at the description of the individual teacher. The policy shall be determined by the Association.

B. COVERAGE

The Board provided liability insurance coverage shall be as per conditions of agreement and/or policy.

C. DESCRIPTION

The Board shall provide each teacher with information concerning insurance coverage in the teacher handbook. Such information should include provisions for liability job related situations; the State Workman's Compensation Law and its policy and the State Sick Leave Law.

D. CONTINUATION

In the event a teacher, absent because of illness or injury, has exhausted sick leave accumulation, the above mentioned benefits shall continue through the balance of the school year except for the time the teacher is off the payroll.

E. SELECTION OF CARRIERS

Workman's Compensation Insurance program carriers shall be selected by the Macon County Board of Education.

F. STATE AND LOCAL CONTRIBUTIONS

1. The Association and the Board will work together to reach the ultimate goal of 100% of the family health insurance premium to be paid by the State of Tennessee and the Board for each qualified employee and qualified retired employee. (see Appendix F.)
2. In the event that a husband and a wife are employed by the Macon County Board of Education, both portions of the BEP funding shall be applied to their family plan.

G. LIFE INSURANCE

The Board shall continue to provide each individual teacher with \$20,000 worth of life insurance, with the teacher having the option to purchase additional units.

ARTICLE X SCHOOL CALENDAR

A. ADOPTION OF CALENDAR

The adoption of a school calendar is a prerogative that belongs solely to the Board of Education. The Board recognizes the value of input to this calendar from the groups affected, i.e. the administrators, principals, and teachers. The Board through its management personnel shall appoint three (3) representatives from the central office and three (3) principals. Three (3) members from the Association shall be chosen by the Association. These nine (9) will discuss the school year calendar and make recommendation to the Board.

B. CHANGES IN CALENDAR

In the event a change is needed in the calendar, the Director of Schools shall solicit input from the above groups concerning the needed changes before he/she makes the recommendations to the Board. The Board, after hearing recommendations, will consider the changes necessary. Emergency changes in the school calendar shall be made by the Director of Schools as the need arises.

C. SCHOOL YEAR

The school year shall consist of one hundred eighty (180) teaching days, five (5) in-service days, ten (10) vacation days, two (2) holidays, three (3) administrative days, (two (2) set by the administration and one (1) day set by the faculty of each school), a total of two hundred (200) days.

D. STATE LAW

This article is subject to renegotiation if the State Law changes.

ARTICLE XI TEACHING HOURS AND LOAD

A. TEACHING HOURS

Teachers shall have a seven (7) hour day, with 30 minutes for inclement weather days, unless the day is an abbreviated day. In case of an abbreviated day the principal will put in to place a team of the principal, or his/her designee, teachers and staff to stay until all the students have left the building. This section (11A) is subject to renegotiating in the event the state law changes.

B. LUNCH PERIODS

All professional employees at each school shall have duty-free lunch periods at least equal in duration to that of the students.

C. PREPARATION TIME

Each employee shall have a minimum of thirty (30) minutes of uninterrupted planning time daily. There shall be no assigned duties during this planning. From time to time teachers may lose their planning time on any given day due to testing, assemblies, or other such school day activities.

ARTICLE XII TEACHER ASSIGNMENT

A. ASSIGNMENT OF TEACHERS

1. Each presently employed professional employee shall be given notices by his/her principal of his/her class and/or subject assignment for the forthcoming year by May 15th, in writing. In the event changes in any assignment are proposed, each employee affected shall be notified as soon as possible prior to the proposed change and consulted about the nature and extent of the change.

2. In the event of emergency changes, the principal and teachers of the affected faculty may work out the proposed changes.

3. The Director of Schools shall assign all newly appointed personnel to their respective schools for which the Board has appointed them. The Director of Schools shall give notice of the assignment as soon as possible.

B. ASSIGNMENT CRITERIA

In order to assure that the pupils are taught by employees working within their area of competence, employees shall only be assigned in areas for which they are “Highly Qualified” according to ESEA Law.

C. ADDITIONAL ASSIGNMENT

Any assignment in addition to the normal teaching schedule during the regular school year, including adult education, driver education, extra duties, and summer school courses, shall not be obligatory but shall be by the consent of the teacher. Preference in making such assignments will be given to regular and/or retired teachers.

D. TRAVELING TEACHERS

Schedules of teachers who are assigned to more than one school shall be arranged so that no teacher shall be required to engage in an unreasonable amount of interschool travel.

ARTICLE XIII

VACANCIES, TRANSFER PROCEDURES, AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Notice of all current vacated positions will be posted on the official bulletin board in each school and the Macon County Board of Education website as soon as the Director of Schools is officially notified of such vacancies.

2. Such notices shall be posted ten (10) days before position can be filled.

3. A vacancy occurs when a position that must or should be held by a “Highly Qualified” employee has no employee holding that position, or the Director of Schools is officially notified an employee will relinquish a position, or a new position is created.

B. REQUIREMENTS

- 1. Vacant teaching positions must be filled by teachers within the school system. Provided:
 - a. Teachers shall make an application within ten (10) days of the posting date of the vacancy notice in their building or have a request for such assignment on file.

 - b. Teachers are to be “Highly Qualified”, or can be “Highly Qualified” prior to the beginning of the next school year, for the position in accordance with the ESEA Law.

- 2. In the event two or more “Highly Qualified” teachers apply for the same position, the following point scale will be used. The teacher with the most points shall be awarded the position.

(1) Years of service to the system *1 Point Per Year (*No more than 20 points)

(2) Highest degree held

BS	10 Points
MS	11 Points
MS + 45 (qt. hrs.)	12 Points
MS + 30 (sem. hrs.)	12 Points
EDS	13Points
PHD/ED.D	14 Points

(3) Director of School Choice 35 Points

(4) Principal’s/Appropriate Supervisor Interview 25 Points

(5) Performance Evaluation 10 Points

If the Director of Schools fails to approve, the Director of Schools must submit an educationally sound reason and/or reasons in writing for the disapproval. The disapproval must be submitted to the MCEA within five (5) days.

3. Exception

High School head coach and first assistant of football, boys' basketball, girls basketball and baseball will be exempt from Article 13-B. Any additional coaching positions will be employed from the present staff.

4. Vacant administrative positions shall be filled provided:

a. All applicants apply after the posting date.

b. All applicants shall be "Highly Qualified" or can be "Highly Qualified" prior to the beginning of school in accordance with the ESEA Law. Should no "Highly Qualified" applicant apply or an applicant who can become "Highly Qualified" prior to the beginning of the next school year, this becomes moot.

c. All applicants will be assigned points as follows:

(1) Length of Service to the System	*1 Point per Year
*No more than 20 Points	
(2) Work Experience	5 Points
(3) Director of Schools Choice	35 Points
(4) Interview	25 Points
(5) Highest Degree Held	
MS	14 Points
MS + 30 qt. hrs. or 45 sem. hrs.	16 Points
Ed. S	18 Points
Ed. D	20 Points
(6) Performance Evaluation	20Points

Vacancy will be filled by the applicant with the highest point total, subject to the approval of the Director of Schools.

d. If presently employed applicant is not employed to fill the vacancy; the Director of Schools shall submit a reason in writing to the Association within five (5) school days.

C. INVOLUNTARY TRANSFER

a. Notice of Transfer

Notice of involuntary transfer or reassignment shall be given to an employee as soon as practical and in no case later than ten (10) days prior to the Board meeting within which the transfer will be effected.

b. Written Reason for Transfer

An involuntary transfer for reassignment shall be made only after a meeting between the employee involved and the Director of Schools or his/her designee, at which time the employee will be notified in writing of the reasons thereof.

c. Administrative Transfer

In those cases where an involuntary transfer is to be made for administrative and/or disciplinary reasons, the transfer must be made for just cause.

d. Involuntary Transfer

In those cases where involuntary transfer or reassignment is made necessary by enrollment, curriculum or program changes, the principal shall seek a volunteer.

D. NOTIFICATION OF THE ASSOCIATION

On or before May 15 of each year, the Director of Schools shall notify the Association by sending a copy of the Board minutes showing the names of all the teachers who have reassigned or transferred.

E. EMPLOYING NEW TEACHERS

For any new teacher employed in the Macon County School System, the following criteria will be used:

- (1) Meets the criteria of “Highly Qualified” in accordance with ESEA Law.
- (2) Work Experience
- (3) Principal recommendation
- (4) Director of Schools recommendation

**ARTICLE XIV
LAYOFF AND RECALL**

A. LAYOFFS

1. No teacher shall be laid off in cases of substantial change in the size and nature of the student population or unavoidable budgetary limitations.
2. The teacher with the least length of service to the system shall be laid off first, after giving consideration of “Highly Qualified” in accordance with the ESEA Law.
3. Layoffs of teachers with the same level of employment will be based on length of service and “Highly Qualified” in accordance with ESEA Law.
4. If service and certification are the same, the Board will ask for volunteers. If no volunteers, lots will be drawn.

C. RECALL

1. No new substitute appointments may be made while there are teachers laid off who are available to fill the vacancies for which they are “Highly Qualified” according to ESEA Law. No transfer of staff shall be used to prevent reinstatement of teachers who are laid off.
2. As vacancies arise, a laid off teacher with tenure will be recalled to the first available vacancy using length of service and “Highly Qualified” certification according to the ESEA Law as the criteria.
3. If the original or comparable position becomes available, the original teacher is given the option of returning to that position. If that position is not filled by the original teacher then the position is opened to be filled by a laid off teacher using length of service and “Highly Qualified” certification according to the ESEA Law as the criteria.

ARTICLE XV
SAFETY PROVISION

A. TEACHER FACILITES

Each school shall maintain the following safety provisions for teachers:

(1) Parking

Free and adequate parking facilities, of which are reasonably protected against vandalism, and identified for teacher use.

(2) Teacher Equipment

A serviceable desk, chair and lockable storage cabinet where applicable, will be provided for each teacher.

(3) Protection Devices

Safety equipment and devices needed to perform assigned instructional duties shall be provided each teacher; it shall be subject to inspection by OSHA in order that it can be maintained in a safe manner. Teachers shall not be expected to purchase instructional equipment from personal funds.

B. PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

Neither administration, teachers, nor students shall be required to work under conditions deemed unsafe and hazardous by the Board, nor perform tasks which endanger their health, safety or well-being, provided proper safety precautions are adhered to.

C. PROVISIONS FOR HAZARDOUS CONDITIONS

1. When the management and Association's school representative determine that a building is unsafe or hazardous for the health, safety, and well-being of the students, and teachers, the following conditions will be established:

a. Meetings

In the event of any disorder or disruption in the regular program in a school, the Director of Schools may be called to assist the principal and the Association

representative in correcting the disruption. The disposition will be in the interest of safety and well being of the students. This does not prohibit immediate action in the event of emergency situations by the principal.

2. Use of Reasonable Force

A teacher may, within the scope of his/her employment, use and apply such amount of reasonable force as is necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person, or within the control to the student; or to insure personal safety. Nothing in this shall be constructed to relieve the teacher of the responsibility of using good judgment.

3. Legal Action Against a Teacher

In the event legal action occurs as a result of a teacher performing his/her duties, the Board shall grant support, upon determining that the teacher acted with good judgment in the discharge of his/her duties.

D. ASSAULT ON A TEACHER

The Board should provide a safe and secure work environment in which no employee shall be subject to assault, threats, or harassment by a person or persons.

1. Legal Assistance

The Board shall give to the teacher any legal support for defense and indemnification for any assault upon a teacher while the teacher is discharging his/her duties in a manner which displays good judgment.

2. Leave

When absence arises out of, or from, such assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. Conditions shall be verified by a doctor.

3. Medical

The cost of medical, surgical, or hospital services incurred by the teacher as a result of any injury sustained as a result of employment in which the teacher was operating in a responsible manner shall be subject to the provisions of Workman's Compensation Law, Board Liability; if applicable, State Association Insurance; if applicable, and any individual hospitalization insurance. In the event a teacher is injured or assaulted in the line of duty in which the teacher was operating in a responsible manner, the Board will pay the balance to equal 100% of Workman's Compensation with a timeline of 365 days.

ARTICLE XVI

PUPIL-TEACHER RATIO

A. OPTIMUM AND MINIMUM STANDARDS

Because the pupil-teacher ratio is an aspect of an effective program, the Board and the Association agree that class size should be lowered whenever possible. Maximum standards shall not be exceeded, if possible. When the number of pupils in a particular school and grade level exceed the maximum standards, the students shall be equally distributed among the teachers assigned to that grade level. The principal shall use good judgment in the distribution of students to teachers. Each principal shall use good judgment in the distribution of students to teachers. Each principal shall make fair and equitable distributions of students as possible. . This article in no way shall conflict with State or Federal guidelines that might be applicable in some classrooms and or programs.

ARTICLE XVII

TEACHER MATERIALS AND FACILITIES

A. TEACHING MATERIALS

The Macon County Board of Education shall make funds available for instructional materials and supplies within the limits set forth by financial limitations of the school system.

1. Classroom materials and equipment obtained by employees through grants and outside funding shall remain with the teacher so long as the teacher continues employment in the

Macon County School System and if said materials are academically and age appropriate to the classroom setting. This shall only apply to grants obtained by individual teachers relevant to their individual classroom and not intended for school-wide use or awarded based on a particular school.

B. FACILITIES

1. The Board shall provide in each school the following facilities:

(a) Storage Space

Space, for each teacher within each instructional area, will be provided in which to store his/her instructional materials and supplies. This shall be provided to the extent needed and within the realm of physical possibilities.

(b) Lounge

If at all possible, the Board shall provide and adequately furnished room, which shall be reserved for use of teachers as a staff lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge, it shall be cleaned regularly by the custodial staff.

(c) Closets

Suitable closet space, with a lock and key for the teacher when requested, shall be provided in order to store coats, overshoes, and personal articles.

(d) Chalk Boards/Marker Boards

Adequate chalkboard space will be provided in every classroom.

(e) Dictionary

A dictionary in every classroom, for the appropriate grade level shall be provided and may necessitate distribution by the principal from one room to another.

(f) Books and Expendables

Adequate books, paper, pencils, pens, chalk, erasers, and other such materials required for daily teaching responsibility. Individual student supplies shall continue to be the responsibility of the student.

(g) Adequate typing, duplicating, stencil and mimeograph facilities, a copying machine, and clerical personnel to aid the teachers in the preparation of instructional materials within the limits presently imposed on the principal.

(h) A computer work station shall be provided for each teacher.

2. Subject to the security rules set forth by each principal, those employees given keys to school for any purpose previously cleared with the principal, shall take full responsibility for the building as a result of their entry or anyone's accompany during non school hours.

ARTICLE XVIII

INSERVICE EDUCATION

A. INSERVICE EDUCATION COMMITTEE

1. The providing of in-service education for professional employees is a function of the Board. Before adoption of the next year's in-service program, the Board, through its administrative and supervisory staff, will set up a committee to study organizational and staff related in-service

2. The in-service program must have final approval by the Board, and be approved by the State Department of Education.

3. The in-service committee shall hold its first meeting on or before March 1st of the fiscal year.

4. The in-service committee may appoint other teachers, (in a manner decided on the committee) to help in planning and implementing the in-service program.

5. The involved teachers shall receive in-service credit for services after school for in-service planning not to exceed two (2) days. This will be subject to State Department of Education approval.

B. INSERVICE FUNDING

1. Six (6) hours constitutes one (1) in-service day for teachers.
2. All teachers will receive their regular salary rate for in-service completed.
3. No position shall exceed five (5) in-service days per year. Teachers shall not be required to serve on any committee in the event they have earned five (5) in-service days.

ARTICLE XIX

SICK LEAVE

A. ACCUMULATION OF BENEFITS

At the beginning of each school year a teacher shall be credited with one (1) day of 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 be interpreted to mean leave of absence because of illness of a teacher from natural causes, of accident, quarantine, or illness, or death of a family member including a teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law daughter-in-law, son-in-law, brother-in-law, and sister-in-law.(Subject to change in state law.)

B. TRANSFER OF SICK LEAVE

The Board shall grant to any teacher upon his/her employment or reemployment the sick leave earned from accumulated sick leave earned from previous employment in Tennessee Public School System, Department of Education, State College, or University.(Subject to change in state law).

C. NOTICE OF ACCUMULATION

Each principal shall be furnished, at the beginning of the school year, a written accounting of accumulated sick leave days. The principal and teacher cooperating with one another shall keep their accounting up to date and notify the central office at least one (1) week prior to the date the payroll checks are to be distributed of any exhausted sick leave necessitating alteration in the payroll.

D. JOB RELATED ILLNESS OR INJURY

Absence due to injury or illness incurred in the course of the teacher's employment shall be subject to the State Workman's Compensation Law, State Sick Leave Law, and any applicable statement in the Rules, Regulations and Minimum Standards.

E. SICK LEAVE BANK

The Macon County Board of Education will participate in the Sick Leave Bank pursuant to Tennessee Code Annotated 49-5-804 through 49-5-809. Guidelines and forms are located in Appendix D.

ARTICLE XX – I

TEMPORARY LEAVE OF ABSENCE

A. PERSONAL OR PROFESSIONAL

At the beginning of each school year, and thereafter, each teacher shall be credited two (2) personal or professional leave days according to State Law. A personal leave day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal or professional leave shall notify his/her immediate supervisor at least one (1) day in advance except in case of extreme emergency. Personal or professional leave days not used will be transferred to sick leave.

B. JURY OR LEGAL

Any teacher required to appear in any judicial or do administrative proceeding or who shall be asked to testify in any arbitration or grievance matter, shall be provided with such time with no loss of pay or benefits. When a teacher is called for jury duty during school hours he/she shall make every effort to be relieved, shall show proof to his/her principal that the attempt was made to be excused until summer term of court when school is not in session.

C. ASSOCIATION

The Board shall make available ten (10) days total per year for representatives of the Association to attend conferences, conventions, or other activities of the local, state, or national affiliated organization. The Association will pay the Board who will in turn pay the substitute teachers for these days. Each teacher has the responsibility of informing his/her respective principal of his/her absence.

D. BEREAVEMENT

The Board will grant up to three (3) days of bereavement leave for spouse, parent, sibling, child, or step child and up to two (2) days for grandparent and in-laws. This is for full-time, certified employees.

E. GOOD CAUSE++

Other leaves of absence may be granted by the Macon County Board of Education only.

ARTICLE XX – II

EXTENDED LEAVE OR ABSENCE

A. PARENTAL LEAVE

All employees shall be eligible for parental leave subject to the following conditions:

1. Notification

The teacher shall notify the Board at least thirty (30) days in advance of the time he/she foresees any necessity to alter employment commitments as a result of parental leave. These provisions are subject to State Sick Leave Law; Rules, Regulations, and Minimum Standards; and applicable Board policy.

2. Return Rights

The teacher shall return to the previously assigned full-time duties. Upon returning to employment, the teacher shall assume all previous rights, privileges, and responsibilities.

3. Benefits

All benefits shall be continued for the duration of the leave period.

4. Pay

A teacher shall be entitled to all raises and increments upon return from parental leave.

5. Extension

Upon written request by the teacher, said leave may be extended for good and sufficient reason, as determined by the Board, for a period not to exceed one (1) year.

B. ASSOCIATION

Leave of absence without pay for up to one (1) year shall be granted to any teacher for the purpose of serving as president of State or National Education Association. Upon return from such leave, such employee shall be placed in the same position on the same salary schedule and shall maintain the same fringe benefits as he/she would have occurred had he/she taught in the system during such period.

C. MILITARY

Leave of absence without pay shall be granted for any active military service. Upon completion of such military service, the teacher shall be entitled to resume the position formerly held without loss of salary schedule as he/she was at the time the leave of absence began. Fringe benefits shall resume at the same point.

D. PUBLIC OFFICE

A leave of absence without pay, not to exceed four (4) years, may be granted to each teacher, upon application, for the purpose of campaigning for, and serving in, a legislative office. Upon return from such leave, a teacher shall be placed in the same position of the salary schedule as he/she was in at the time the leave of absence began. Fringe benefits shall resume at the same point.

E. EDUCATIONAL IMPROVEMENT

The Board may grant up to one (1) year for educational improvement for a MS, MA, or EDs, and up to two (2) years for a Doctorate.

F. RECUPERATION OF HEALTH

The Board may grant a year of recuperation leave which would be subject to extension.

G. GOOD CAUSE

Other extended leaves of absence without pay, up to one (1) year, may be granted in writing by the Board for good reason.

H. LONG TERM LEAVES OF ABSENCE FOR PROFESSIONAL PERSONAL

Refer to Macon Country Board Policy 5.304

**ARTICLE XXI
TEACHER EVALUATION**

A. GENERAL

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

B. EVALUATION

All certified personnel will be evaluated by a Board plan that has been approved by the State.

1. Principals working under a performance contract with the Director of Schools shall retain all duties and rights described in TCA 49-2-303.

2. Principals working under a performance contract with the Director of Schools will retain all rights afforded them in the contract agreement between MCEA and the Board, excluding the performance contract between the principal and the Director of Schools.

3. No accountability of test scores shall be used to evaluate an employee without a minimum of one (1) year of probationary period to show improvement.

C. ASSISTANCE PROCEDURE

1. Definite assistance shall be immediately provided to employees upon recognition of “professional difficulties”. For the purpose of this article the term “professional difficulty” shall apply to any observed deficiencies relating to job performance.

2. Upon recognition of “professional difficulties” a teacher shall be given a plan for improvement with definite assistance from the immediate supervisor with periodic checks for progress, to coincide with student evaluation periods not to exceed one (1) year from the date of the deficiency. The immediate supervisor may from time to time request assistance from a supervisor if the “professional difficulties” are not improved upon. In the event of a serious matter, the principal may ask for immediate assistance from a supervisor.

ARTICLE XXII PERSONNEL FILES

A. CONTENTS

1. The school system agrees to comply with the law concerning the maintenance of personnel records, which include personnel references, academic credentials, teacher certification, personnel cards, teacher evaluation , and other pertinent information in order that a teacher be considered for reemployment. There shall be only one (1) file per teacher.

2. Grievances, grievance answers, and materials directly related to the grievances shall be maintained in a separate file. This file shall remain public.

B. MAINTENANCE

1. The school system shall maintain the teacher's personnel files at the system's central office. However, the principal shall maintain evaluation forms which are an extension of the personnel file.
2. The person or persons who draft and/or place material in a personnel file shall sign the material and signify the date on which such material was directed and placed in the file and the teacher notified of said material. The teacher may rebuke said material in writing.
3. The Board shall keep a log indicating the persons who have requested permission to examine the personnel file as well as the dates such requests were made. Such log shall be available for examination by the teacher.
4. In the event that the Board removes any material from the teacher's file, a dated notation stating what was removed and the reason for such removal shall be placed in the file.
5. Any derogatory material or development plan under the responsibility of the immediate supervisor that has been deemed unfounded or that has been satisfactorily resolved must be removed after a period of three (3) years. Only materials related to job performance shall be made part of this personnel file.
6. Only material found in a teacher's personnel file can be used against them in any disciplinary action.

C. ACCESS TO FILES

A teacher shall have the right, upon request to receive the contents of his/her personnel file and receive copies of any document contained therein. A teacher shall be entitled to have a representative of the Association, if requested, accompany him/her during each review.

ARTICLE XXIII COMPLAINTS

A. COMPLAINT

Any complaint made by a parent, student, or other person must be registered, in writing, at the level where the problem originated. The teacher shall be given an opportunity to respond and meet with the person making the complaint in order that he or she may rebut the complaint.

The parties hereto acknowledge that it is most desirable to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the complaint, a complaint may be processed as follows:

Step 1

The student or parent may present the complaint to the principal who will arrange for a meeting to take place in one (1) day. The principal, teacher, and student/parent shall be present for the meeting. If the problem is resolved at this time, then within two (2) days of the meeting, the complainant and the teacher shall be provided with the principal's written response including the reasons for his decision.

Step 2

If the complaint is not resolved in Step 1, the principal may refer the complaint to the Director, at the complainant's request, within three (3) days. The Director shall arrange for a meeting within three (3) days with all involved persons and an Association representative present, if requested. If, after hearing both sides, the Director and principal render a decision on the matter, the Superintendent shall notify both parties in writing within three (3) days of the decision.

Step 3

If the complaint is not resolved at Step 2, the complainant may request a review by the Board within three (3) days. The request shall be made in writing through the Superintendent. The Board shall review the case and render decision within ten (10) days of receipt of the request.

Complaints not following this procedure will not be accepted by the administration or faculty.

ARTICLE XXIV

FAIR TREATMENT

A. NOTICE OF DEFICIENCIES

1. The Board, in recognition of the concept of progressive improvement, shall require notification to teachers in writing of any alleged deficiencies, indicate expected correction,

and indicate a reasonable period of correction, not to exceed one (1) year from the date of deficiency.

2. In the event that a deficiency could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the Association.

B. RIGHT OF REPRESENTATION

1. A teacher shall, at all times, be entitled to have a representative of the local, and/or state, and/or national association when he/she is being reprimanded, warned, or disciplined with any infraction of the rules or delinquency in professional performance.

2. When a teacher requests representation, no action shall be taken with respect to the teacher until such representative of the Association(s) is present.

C. DUE PROCESS

1. No teacher shall be discharged, not reemployed, transferred, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation or deprived of any professional advantages without just cause.

2. All information forming the basis for the disciplinary action will be made available to the teacher and the Association.

3. Due Process will be followed in all instances where state statutes prescribe.

ARTICLE XXV NON-DISCRIMINATION

The Macon County Board of Education agrees to comply with all federal, state, and local laws regarding non-discrimination in the public schools of Macon County.

ARTICLE XXVI

ACADEMIC FREEDOM

The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Macon County School System, and they acknowledge the fundamental need to protect teacher from any censorship or restraint which might interfere with their obligation to pursue the truth in the performance of their functions.

Teachers shall act responsibly in presentation of controversial material, and shall make every effort to indicate they are speaking personally when expressing personal opinions.

The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his or her assigned functions during the workday.

ARTICLE XXVII

STUDENT DISCIPLINE PROCEDURES

A. BOARD SUPPORT AND ASSISTANCE

The Board recognizes its responsibility to give reasonable support and assistance to teacher with respect to maintenance of control and discipline in the classroom. Only people with expertise shall be consulted whenever it appears that a particular student requires attention of special teachers, special counselors, social workers, law enforcement personnel, physicians or other professional persons. When a problem with a student verified as being served as a handicapped child as defined in Chapter 89 and PL 94-142 occurs, the principal shall convene the Individual Education Plan Team which will handle the problem from that point.

B. CLASSROOM CONTROL

A teacher may interrupt a class temporarily when the grossness of the offense of a student, the persistence of the misbehavior or disruptive effect of the violation make the continued presence of the student in the classroom intolerable. In such cases, the teacher shall summon the principal promptly while the teacher remains with the students. The teacher shall hold the student in detention until that particular class has ended; at which time the teacher will

immediately make known to the principal those factors manifested in the child's misbehavior.

C. STUDENT DISCIPLINE – CORPORAL PUNISHMENT

1. The Board's approval of corporal punishment under stated conditions is not to be understood as a command to use it. By permitting corporal punishment to be used, it was felt that it may be subject to restrictive measures an enumerated below.

2. The principal may give, in principle, approval to use corporal punishment in school.

3. Corporal punishment may be used for disruptive or antisocial acts of misconduct. The student must have been given prior notice that misbehavior could occasion the use of corporal punishment.

4. Corporal punishment must not be used as the first line of punishment, but only after attempts to modify behavior have failed.

5. Corporal punishment must be administered only in the presence of a second school official or teacher, who shall serve as witness.

6. The witness must be informed beforehand and in the student's presence the reason for the punishment. At this time, the student will be allowed to respond briefly to an arbitrary or contrived application of punishment. However, there is no requirement that the student be afforded a formal opportunity to present his/her side to a second person.

7. Upon request, the child's parent must be provided a written explanation by the person administering the punishment of the reasons for the punishment and the name of the witness.

8. For the Board's approval of corporal punishment under stated conditions is not to be understood as a command to use it. By permitting corporal punishment to be used, it was felt that it be subject to restrictive measures.

D. SUSPENSION AND EXPULSION REGULATIONS

Procedures for suspension or expulsion of students from school shall be in accordance with TCA and shall be distributed to students, teachers, and parents each year by the respective principals.

E. ASSAULT ON TEACHERS AND STUDENTS

A teacher may use such force as is reasonable and necessary to protect him/her from attack or injury. Nothing in this shall be construed to relieve the teacher from the responsibility of using good judgment and acting responsibly in the discharge of his/her duties. Any such assault shall be reported to the principal immediately. The Board shall give support, including legal support.

A teacher should not be subject to disrespectful behavior such as threats, harassment or abusive language from students. Violators are subject to provisions of TCA and Board policies.

G. LOSS OF PAY

When absences arise out of, or from, such assault or injury, the teacher shall be entitled to any or all of the appropriate provisions applicable: Workman's Compensation Law; Court Settlement; if any, provisions of Board liability; if any, individual insurance; or sick leave.

G. REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGE

In the event an employee is required or authorized to utilize his or her personal property at work, the Board shall assume liability for replacement value or repair, if repair is reasonable and appropriate. Employees shall keep accurate records reflecting the purchase date and price of personal property used at work. This provision does not apply to consumables or to materials used in decorating a room.

PROFESSIONAL COUNCIL

A. PURPOSE

A Professional Council may be established to strengthen the educational program through recommendations, research, implementation, and evaluation by the Association to best meet the needs of the students, the schools and the community.

B. MEMBERSHIP

The president of the Association and four (4) members of the Association to be designated by the Association shall serve on the council.

One (1) day in-service credit for serving on the council shall be awarded by the Board with the Approval of the State Department of Education.

C, SUBCOMMITTEE

The Council shall be authorized to establish subcommittees for continuing specific projects as may be deemed necessary.

Up to one (1) in-service day can be awarded for service on these subcommittees subject to the approval of the Board and the State Department of Education.

D. REPORTS

Reports of the council that require action of the Board shall be submitted in written form to the Board for consideration and study.

ARTICLE XXIX

SAVINGS

If any part of the agreement is held to be invalid as a result of federal, state, or local laws, State Rules, Regulations, and Minimum Standards, only that part of the agreement so questioned shall be subject to renegotiations or, in the absence of law, the Attorney General's ruling.

ARTICLE XXX

STATUTORY SAVINGS CLAUSE

Nothing herein shall be constructed to deny or restrict any teacher or management personnel, including but not limited to, the Director of Schools and Board of Education such rights as he/she may have under Tennessee School Laws or other applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

ARTICLE XXXI MAINTENANCE OF BENEFITS

Except as this agreement shall hereinafter otherwise provide all terms, conditions of employment, and benefits in effect at the time of this agreement and until a successor agreement is negotiated.

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract any teacher's benefits existing prior to its effective date.

ARTICLE XXXII DURATION AND CLOSURE

The provisions of this agreement shall become effective after ratification by both the Macon County Education Association and the Macon County Board of Education. The effective date will be the 1st day of July 2011 and will remain in full force and effective until the 30th day of June 2014.

The Board and the Association shall share equally the cost of printing the contract. Bids may be taken, but the agreement shall be printed professionally in sufficient numbers for distribution to all current professional employees. In addition the printing shall provide the board and the Association each with ten (10) additional copies. Lost copies may be replaced for the cost of printing. If the agreement is altered or changed, only the changes will be

printed, for the same number as above. All new employees shall be given a copy of the agreement during a meeting with the building representative on the first day of school.

Distribution of contracts shall occur no later than sixty working days after ratification of the agreement by the Board and the Association.

Macon County Board of Education

Macon County Education Association

Chairman

President

Director of Schools

Association Negotiator

Board Negotiator

APPENDIX A

APPENDIX B

COMPENSATED ACTIVITIES

This is a beginning point for compensated salaries. No coach hired during the period of this contract shall be paid less than these salaries

HIGH SCHOOL

Head Football	\$4,500
1 st Assistant Football	\$2,300
Assistant Football	\$2,300
Head Basketball	\$4,500
1 st Assistant Basketball	\$2,300
Assistant Basketball	\$2,300
Head Baseball	\$3,500
Assistant Baseball	\$1,900
Golf	\$2,300
Tennis	\$2,300
Assistant Tennis	\$1,200
Volleyball	\$2,300
Assistant Volleyball	\$1,200
Softball	\$3,500
Assistant Softball	\$1,900
Track	\$2,300
Assistant Track	\$1,200
Cross Country	\$2,500
Assistant Cross Country	\$1,200
Athletic Director	\$1,000
Marching Band	\$3,500
Assistant Band	\$1,900
Cheerleader	\$3,500
Assistant Cheerleader	\$1,900
Soccer	\$2,300

JUNIOR HIGH SCHOOL

Head Football	\$2,800
Assistant Football	\$1,400
Head Basketball	\$2,800
Assistant Basketball	\$1,400
Cheerleader	\$2,400
Assistant Cheerleader	\$1,400
Track	\$1,000
Assistant Track	\$600
Cross Country	\$1,400
Assistant Cross Country	\$600
Baseball	\$1,000
Assistant Baseball	\$600
Softball	\$1,000
Assistant Softball	\$600
Volleyball	\$1,000
Assistant Volleyball	\$600
Golf	\$1,000
Soccer	\$1,000
Athletic Director	\$750

ELEMENTARY

Boys Basketball	\$1,400
Girls Basketball	\$1,400
Cheerleader	\$1,400

MCEA proposes that salary cap be removed.

All supplemented positions must be filled by a certified teacher. In the event the position is not filled according to Article XIII, the position may then be posted and filled by a non-certified volunteer. This language shall apply to vacant positions beginning with the 2006-2007 school term. N-o non-certified personnel can receive a greater supplement for an equivalent coaching position than that of certified personnel.)

BUS DUTY

Teachers who are assigned bus duty will be paid the current minimum wage per hour per employee, with a maximum of four employees on duty at any one time (morning and afternoon). Volunteers will be chosen first. In the event no teacher volunteers, the principal may assign duty.

APPENDIX C GRIEVANCE FORMS

**Macon County Education Association
Grievance Form
Step I**

Grievant Name: _____
Work Location and Assignment _____
Date of Violation: _____ **Date Grievance Filed:** _____

Specific Provision of Contract Violated:

Nature of Grievance:

Specific Relief Sought:

Signature of Grievant _____
Date _____

Disposition of Immediate Supervisor

Date Received _____ **Date Meeting Set** _____
Persons Present at Meeting:

Response: **Granted:** _____ **Denied** _____
Reasons:

Signature of Immediate Supervisor: _____
Date: _____

Grievant Resolved **Yes** _____ **No** _____
Appealed to Step II **Yes** _____ **No** _____

Signature of Grievant _____
Date _____

Copies to be sent to: Grievant, Director of Schools, Association

**Macon County Education Association
Grievance Form
Step II**

Grievant Name: _____
Work Location and Assignment _____
Date of Violation: _____ **Date Grievance Filed:** _____

Specific Provision of Contract Violated:

Nature of Grievance:

Specific Relief Sought:

Signature of Grievant _____
Date _____

Disposition of Director of Schools

Date Received _____ **Date Meeting Set** _____
Persons Present at Meeting:

Response: **Granted:** _____ **Denied** _____
Reasons:

Signature of Director of Schools: _____
Date: _____

Grievant Resolved **Yes** _____ **No** _____
Appealed to Step III **Yes** _____ **No** _____

Signature of Grievant _____
Date _____

**Copies to be sent to: Grievant, Immediate Supervisor of Grievant, Board of Education,
and Association**

**Macon County Education Association
Grievance Form
Step III**

Grievant Name: _____
Work Location and Assignment _____
Date of Violation: _____ **Date Grievance Filed:** _____

Specific Provision of Contract Violated:

Nature of Grievance:

Specific Relief Sought:

Signature of Grievant _____
Date _____

Disposition of Board of Education

Date Received _____ **Date Meeting Set** _____
Persons Present at Meeting:

Response: **Granted:** _____ **Denied** _____
Reasons:

Signature of Chairman of the Board: _____
Date: _____

Grievant Resolved **Yes** _____ **No** _____
Appealed to Arbitration **Yes** _____ **No** _____

Signature of Grievant _____
Date _____

**Copies to be sent to: Grievant, Immediate Supervisor of Grievant, Director of Schools,
and Association**

Appendix D

Macon County Board of Education Sick Leave Bank Guidelines

I. Purpose

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

II. Administration

The sick leave bank shall be administered by a Committee of five Trustees: two (2) members appointed by the School Board from its membership, two (2) teachers and the superintendent, who shall serve as chairperson. Decisions made by the committee must be by majority vote (a majority of three out of five).

III. Rules

1. All persons employed in the school system who are entitled to sick leave under the provisions of TCA 49-5-710 shall be eligible to participate in the Sick Leave Bank; however, a minimum participation of twenty (20) teachers 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. Teachers electing to participate shall do so during the months of August and September of any year. Donations of sick leave to the Bank are nonrefundable and nontransferable.
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 Committee a member may withdraw from the Bank participation on any June 30. Membership withdrawal shall result in the 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 sick leave from the Bank until after having exhausted all accumulated sick leave, personal leave and vacation leave and/or annual leave, including all paid Board extensions.
7. Leave grants from the Bank, approved by the Committee, shall not be more than twenty (20) consecutive days for which the individual applicant would have otherwise lost pay. Applicants may submit request for extensions of such leave grants before or after their prior grants expire. The maximum number of days any participant may receive in any fiscal year is forty (40). The maximum number of days any participant may receive as a result of anyone or the same illness or accident is sixty (60) days.
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. If the Committee determines it necessary, it may require a physician's certificate or condition from any member requesting additional leave. Refusal to comply will result in denial of the pending request for use of sick leave days from the Bank.
10. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.
11. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, normal pregnancy, 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.
12. A member shall lose the right to obtain the benefits of the Sick Leave Bank by:
 - a. Resignation or terminate of employment
 - b. Cancellation of participation effective on June 30
 - c. Refusal to honor such assessment as may be required by the Committee.
 - d. Being on approved leave of absence with the exception of personal illness or disability.
 - e. Retirement

IV. Procedures

1. Contributions to the Bank must be made on a ***Sick Leave Bank donation Form***.
2. All requests to draw upon the Bank must be made upon a ***Sick Leave Bank Request Form*** and submitted to the Committee within thirty (30) calendar days of the first dates bank usage is requested. In Extreme and unusual cases exceptions may be approved. Within the Committee's approval, sick leave granted from the Bank may be applied retroactively to non-paid days already missed that accumulated during this approval procedure.
3. The Committee shall act affirmatively or negatively on all applications within ten (10) calendar days of application.
4. All requests to draw from the Bank must be accompanied by a physician's statement on the approved form confirming the cause of illness or injury and must be signed by the physician.
5. An applicant may be required to undergo at his/her expense a medical review by a physician approved by the committee.
6. All records of the Sick Leave Bank shall be kept in the central office of the school system which handles regular sick leave records. The Committee shall inform this office of all applications they approve and the amount of additional leave granted the member.
7. A new teacher to the system can join his/her first year and one (1) day's sick leave can be used in advance to join.
8. Existing teachers must have accumulated two (2) days by November 1 of any year to join.
9. A participant may donate up to ten (10) days of his/her sick leave days to the sick bank at any time and/or upon retirement.
10. These guidelines may be amended by majority vote of the Committee as long as the Guidelines remain consistent with the Tennessee Teachers' Sick Leave Bank Act.

(Tennessee Code Annotated 49-5-801)

Appendix E

**Macon County Board of Education
Developmental Plan
Formal and Informal
Observations**

Name _____
Position _____
Date _____

Conference Date	Description of Deficiency(ies)	Specific Recommendations	Related Activities	Timeline to Completion	Results of Follow-up to coincide with grading period	Employee Initials and date

Administrators Signature **Date**

Signature **Date**

Signature acknowledges a review of form.
It does not necessarily indicate agreement with comments.

Appendix F

State and local contributions Article IX, F

A. Certified Retirees:

Payment of Individual Medical Insurance Coverage shall be available for any certified employee that has worked in the Macon County School System for no less than twenty (20) years and retires after the effective date of this current teacher contract (2003-2006)

The Macon County Board of Education will contribute \$1,440.00 each year (\$120.00 per month) to the individual medical insurance premium until the retiree reaches age sixty five (65).

Provided that:

1. The Macon County School system Certified Employee has worked in the Macon County School System for a minimum of twenty (20) years.
2. The employee is eligible for retirement under the eligibility standards as set by the Tennessee Retirement System.
3. The employee was enrolled in the Macon County Board of Education sponsored medical insurance plan for two (2) full years prior to retirement.
4. Certified personnel with thirty (30) years of service, twenty (20) of those in the Macon County School System, who retire after the effective date of this teacher contract will be eligible for the local insurance contribution at \$1,440.00 (\$120 per month) until the retiree reaches the age to become eligible for Medicare. This amount will continue the same amount each year until the retiree is eligible for Medicare. This policy is not retroactive.
5. The certified employee must show proof of being a member of the state insurance plan.
6. The local board of education will send a monthly check in the amount of \$120 to the state insurance department for retired teachers until the retiree reaches age 65.

Retired certified personnel will be responsible for payment of the difference in an individual plan and a family plan on a monthly basis and may continue coverage if they

so desire. The local board of education contribution of \$1,440.00 (\$120.00 per month) will remain the same regardless of the plan (individual or family) the retiree may choose.

Any additional medical insurance payments above the local and state contribution for an individual or family policy will be the responsibility of the retiree.

B. The employer shall pay a total of 80% of the premium of an individual plan funded through both state and local contributions of all teachers participating in the state health insurance plan.