

Agreement

Between

**The Board of Education
of the
Memphis City Schools**

and

The Memphis Education Association

*an affiliate of the
Tennessee Education Association
and the
National Education Association*

Effective

July 1, 2009 through June 30, 2012

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ARTICLE 1

PREAMBLE

This Agreement is between the Board of Education of the Memphis City Schools of the City of Memphis, hereinafter called the "Board", and the Memphis Education Association, an affiliate of the Tennessee Education Association and the National Education Association, hereinafter called the "Association". The Board and the Association are sometimes hereinafter referred to as the "Parties".

The Parties agree that the purpose of this Agreement is to establish and maintain terms and conditions of employment which will provide fair working conditions, maintain professional relationships, maintain professional learning communities, and provide a procedure for amicable adjustments of disputes arising under this Agreement subject to the Board's authority to manage the school system. Furthermore, the Parties agree that the education of the students of the Memphis City Schools is paramount in the operation of the Memphis City Schools.

ARTICLE 2

RECOGNITION

Section A. The Board recognizes the Association as the sole and exclusive bargaining representative with respect to terms and conditions of employment for professional employees employed by the Board in positions which require a certificate or license issued by the State Department of Education or Health Related Boards for services in public elementary and secondary schools of Tennessee, as set forth in the Exclusive Recognition Agreement between the Parties dated and agreed to on October 13, 1987, and as listed on Appendix A of this Agreement inclusively.

Section B. The term "professional employee" in this Agreement shall refer to any employee included in the bargaining unit as defined in Section A of this article and as listed in Appendix A.

1. The term "teacher" in this Agreement shall be any professional employee included in the bargaining unit on contract to teach for the Board, and as defined in Section A of this article, and as specifically listed in Appendix A as teacher(s).
2. The term "principal" in this Agreement shall refer to any professional employee included in the bargaining unit who has been assigned by the Board as being primarily accountable for ensuring the delivery and supervision of the educational services at a location, and as defined in Section A of this article, and as specifically listed in Appendix A as principal(s).
3. The term "assistant principal" in this Agreement shall refer to any professional employee included in the bargaining unit who has been assigned by the Board as being accountable by providing assistance to a principal in all dimensions of school administration and supervision, and as defined in Section A of this article, and whose positions are specifically listed in Appendix A as assistant principal.
4. The term "instructional supervisor" in this Agreement shall refer to any professional employee included in the bargaining unit who has been assigned by the Board administrative responsibilities or who serves in the capacity of supervisor or consultant in the general development and improvement of teaching skills, and as defined in Section A of this article and whose positions are specifically listed in Appendix A as instructional supervisor(s).

5. The term "Support/Mental Health Center Professional" in this Agreement shall refer to any professional employee included in the bargaining unit who has been assigned by the Board certain specialized responsibilities which generally contribute to the delivery of education services or mental health services, as defined in Section A of this article, and whose positions are specifically listed in Appendix A as Support/Mental Health Center Professional(s).

Section C. The Association recognizes that, due to specific job assignments, instructional supervisors, principals, and assistant principals are and shall remain agents of the Board, directly and exclusively responsible to the Board for the administration of all federal and local statutes, all Board rules, regulations, policies, and all Agreements.

Section D. The Association recognizes the Board as the duly elected governing body and agrees to negotiate only with the Board's designated representatives.

ARTICLE 3

GRIEVANCE PROCEDURE

Section A. A "grievance" is defined as an alleged violation or misapplication of any specific provision of this Agreement.

Section B. The term "grievant" is defined as any teacher or Support/Mental Health Center Professional in the bargaining unit including the Association President for Association grievances as provided for in Appendix C.

The complaint resolution procedure for Principals, Assistant Principals and Instructional Supervisors is set forth in Article 4 entitled Contract Dispute Resolution for Principals, Assistant Principals and Instructional Supervisors. The grievance and arbitration procedures set forth in Article 4 Section C shall apply to any principal, assistant principal, or instructional supervisor.

Section C. The following are the supervisors referred to in Steps 1 and 2 of this article:

Step 1. Principal or Division Director, as appropriate.

Step 2. Regional Superintendent, Executive Director, or designated representative as appropriate.

Section D. The standard grievance form, attached hereto as Appendix B, shall be the approved grievance form.

Section E. Hearings held under this article shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons, including witnesses, who would be entitled to attend. Such hearings will be conducted during nonschool hours unless there is mutual agreement for other arrangements.

Section F. A grievant has a right to be accompanied, represented, and advised by an Association Representative, if the grievant so desires, to assist in the resolution of grievances. At Step 1, representation may be by the grievant's Association Representative (AR). Beginning with Step 2 and above, such representation may be by an Association designated representative. In the event a grievant chooses not to be represented by the Association, the grievant shall state this in writing at the appropriate place on the grievance form at the time the grievance is initially filed. In such case, the Board will notify the Association prior to issuing the response at Step 2 and Step 3, as applicable,

in order to give the Association the opportunity to discuss the grievance with the Superintendent's designated representative prior to issuance of the response.

Section G. All grievance processing shall be handled exclusively in the following manner:

Step 1. Within fifteen (15) working days after the occurrence, the grievance will be presented in writing (on the standard grievance form with all requested information provided) by the grievant to the immediate supervisor. Said supervisor shall within six (6) working days of the receipt of the grievance, meet with the grievant and/or an Association Representative (AR), if the grievant so desires, in an effort to resolve the grievance. If an adjustment is not made at this meeting, the supervisor will respond to the grievance in writing within six (6) working days after the date of said grievance meeting.

By mutual agreement between the Association and the Superintendent's designated representative, a grievance may be presented to the grievant's immediate past supervisor and processed in accordance with Step 1 of the grievance procedure.

Step 2. If a satisfactory agreement is not reached at Step 1, the grievance may be presented by the grievant to the appropriate supervisor within six (6) working days from the date of response of the Step 1 supervisor. Said supervisor shall within six (6) working days of the receipt of the grievance at Step 2 meet with the grievant and/or a professional Association staff representative, if the employee so desires, in an effort to resolve the grievance. If an adjustment is not made at this meeting, the Step 2 supervisor shall respond to the grievant in writing within six (6) working days after the date of the Step 2 meeting.

Step 3. If a satisfactory settlement is not reached at Step 2, the grievance may be presented by the grievant to the Superintendent's designated representative within six (6) working days from the date of response of the Step 2 supervisor. The Superintendent's designated representative, within six (6) working days of the receipt of the grievance in Step 3, shall meet with the grievant and/or a professional Association staff representative, if the employee so desires, in an effort to resolve the grievance. If an adjustment is not made at this meeting, the Superintendent's designated representative shall respond to the grievance in writing within six (6) working days after the Step 3 grievance meeting.

Step 4. If a satisfactory settlement is not reached in Step 3, the Association may, within ten (10) working days after the response at Step 3, submit the grievance to arbitration by submitting to the Superintendent's designated representative a joint request form for a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service (FMCS). Within ten (10) working days of receipt of said form, the Superintendent's designated representative shall direct the request as a joint request to the FMCS. Within ten (10) working days of receipt of the list of arbitrators, the Association shall advise the Superintendent's designated representative that a representative of the Association is available to select an arbitrator to hear the grievance. The Parties shall select an arbitrator from the list by alternately crossing out names until only one (1) remains. Either Party may elect to reject the first panel.

Section H. The arbitrator shall be limited in making the determination as follows:

1. The arbitrator shall have no power or authority to add to, subtract from, change, modify, or alter in any way the provisions of this Agreement, or impose on any Party hereto a limitation or obligation not explicitly provided in this Agreement.

2. The arbitrator shall have no power to change any practice, policy, or rule of the Board nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, or rule.
3. The decision of the arbitrator shall be advisory but will be adopted unless specifically rejected by the Board within thirty (30) days following its receipt.

Section I. All fees and expenses of the arbitrator shall be borne equally by the Parties. The grievant shall suffer no loss of pay or benefits which may be due for attendance at hearings conducted during normal school hours. Any salary which may be due for up to two witnesses who are called by the Association shall be shared equally by the Association and the Board if the witness is a member of the bargaining unit. All other expenses including salaries of any other witnesses called before the arbitrator shall be borne by the Party calling such witnesses or incurring such expenses.

Section J. It is understood that time is of the essence; and the time limits provided for in this article will be strictly adhered to, subject to the following procedures:

1. Time limits provided in this article may be extended by signed mutual agreement of the Parties, not to exceed a total of sixty (60) calendar days at Step 4 which shall be in addition to those days provided for in Section G, Step 4.
2. Failure of the appropriate supervisor at any step of the grievance procedure to comply with the specified time limits shall permit the grievant, or Association, as appropriate, to present the grievance at the next step of the grievance procedure.
3. Any grievance which is not presented within the time limits of the grievance procedure, as provided herein, and any grievance which is not advanced from one step to the next within the time limits provided for in that step, and the failure to initiate any action in Step 4 within the time limits specified, shall result in the grievance being considered void.
4. For purposes of this article, a working day is defined as any day, Monday through Friday, on which schools are open during the normal school year. (The first working day to be counted shall begin at 8:00 a.m. the working day following the day on which the time limits are based). After the last day of the normal school year, a working day shall be defined (for purposes of this article) as Monday through Friday, when the administrative offices of the Board of Education are open.

ARTICLE 4

CONTRACT DISPUTE RESOLUTION FOR PRINCIPALS, ASSISTANT PRINCIPALS, AND INSTRUCTIONAL SUPERVISORS

Section A. Whenever a principal, assistant principal, or instructional supervisor feels that a specific provision of the Agreement has been violated that involves a direct personal right, the individual shall be able to take these prescribed steps.

Section B.

1. Such complaint of an alleged violation may be presented in writing to the individual's immediate supervisor, who will meet with the individual and attempt to resolve the problem.

2. If the complaint is not resolved with the immediate supervisor, the individual may present the complaint, in writing, to the Executive Director, Regional Superintendent, or designated representative, as appropriate, who will meet with the individual and attempt to resolve the problem.
3. If the complaint is not resolved with the Executive Director, Regional Superintendent, or designated representative, the individual may present the written complaint to the Superintendent's designated representative, who will meet with the individual, and a professional Association staff representative, if the individual so desires, and attempt to resolve the problem. If the problem is not resolved at this meeting, the Superintendent's designated representative will respond to the complaint in writing.
4. Instructional Supervisors and Assistant Principals present their complaints at Section B. 1, and if not resolved, proceed through Section B. 2 and 3. Principals present their complaints beginning at Section B. 2.

Section C. Complaints shall not be subject to grievance or arbitration, failure to follow the process as indicated in Article 4, Section B above may be submitted through the grievance process, but is still not subject to arbitration.

ARTICLE 5

FACILITIES

Section A. The Association shall be permitted reasonable use of school facilities, including the use of school bulletin boards and the regular intra-system mail, to distribute official non-controversial and non-political Association materials. A copy of any Association material to be posted or distributed in the school will be sent to the Superintendent's designated representative for approval prior to the time of posting or distribution and shall not be posted or distributed without his written authorization affixed thereto. This use shall be subject to regulations established by the Board and the usual fees charged to the public for use of facilities for meetings after normal school hours.

Section B. The Board recognizes and will work with the accredited Association Representatives (AR), president, and professional Association staff as provided by this Agreement. The Association shall be accorded Association representatives on faculty as follows:

1. In a location of thirty (30) professional employees or less, there shall be one (1) Association Representative.
2. In a location of thirty-one (31) to fifty (50) professional employees, there shall be two (2) Association Representatives.
3. In a location of fifty-one (51) to seventy (70) professional employees, there shall be three (3) Association Representatives.
4. In a location of seventy-one (71) professional employees or more, there shall be four (4) Association Representatives.

Section C. The Board and the Association will encourage Association Representatives to be involved in problem solving and to be utilized as change agents to improve the educational climate and in supporting the mission of the Memphis City Schools.

Section D. A written list of the Association Representatives (AR) and their locations, Association officers and professional staff and their positions shall be furnished to the Board following their designation. The Association shall notify the Board of changes in this list.

Section E. The appropriate Association Representative (AR) within the school and the designated professional Association staff representatives shall handle and settle grievances at their respective grievance steps.

Section F.

1. Designated professional Association staff representatives, upon request by the Association, shall be admitted to the buildings and grounds of the Board for the purpose of assisting in the adjusting of grievances in accordance with the provisions of Article 3, Grievance Procedure, at Steps 2, 3, and 4, provided any such designated professional Association staff representative first reports the nature, location, and time of such visit to the Superintendent's designated representative, who may designate a representative of the Board to accompany the designated professional Association staff representative to assist in the adjustment of the grievance. Upon arrival at the location, the designated professional Association staff representative shall contact the school principal, appropriate supervisor, or designated representative.
2. Association officers and designated professional Association staff representatives, upon request by the Association, shall be admitted to the grounds and buildings of the Board for the purpose of conducting legitimate Association business, excluding investigating or handling of grievances or complaints, provided such representatives first arrange such visit one day in advance with the principal or the principal's designated representative, or less by mutual agreement.
3. Visits by Association officers and/or professional Association staff representatives shall not be at such times or in such a manner as to interfere with the normal work of the employees or operations of the location being visited, as determined by the Board. The rights of access contained in this section shall not be abused.

Section G. The Board agrees that, upon written request of the Association to the Superintendent's designated representative, it will annually transmit to the Association copies of the adopted budget, the yearly audit, the June 30th Financial Report, a printout containing the names and addresses of all professional employees covered by this Agreement, and a printout of their salaries, work locations, placement on the salary schedule, number of years employed by the Board, total years credited for salary purposes, sex and race.

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

ARTICLE 6
DEDUCTION OF DUES

Section A. Deduction of dues shall be made and remitted to the Association only on the basis of voluntary individual authorization signed by the professional employee and forwarded to the Board. The Association shall provide the Board with a list indicating the professional employees' names, social security numbers, and other pertinent information necessary for payroll purposes. The payroll deductions shall be prorated over the regular twenty (20) pay periods. In order to provide for the regular payment of dues, the Association shall establish a fixed pay period amount of dues deductions which shall be certified to the Board by the Association on or before August 1 of each year. The signed voluntary dues deduction authorizations and the list from the Association, referred to above, must be received by the Board at least ten (10) days prior to the end of a professional employee's pay period for such deduction to be deducted from any professional employee's paycheck for that pay period.

Section B. The Association shall notify the Board at least thirty (30) days prior to the effective date of any change in the amount of dues deductions.

Section C. During the term of this Agreement, dues shall be deducted from professional employees' paychecks in accordance with Sections A and B of this article and shall be transmitted to the Association, as soon as feasible, with an itemized statement showing the name of each professional employee for whom such deductions are made.

Section D. In order for dues to be deducted, a professional employee's earnings must be sufficient to cover the amount of the appropriate Association dues after other legal and required deductions are made. Any professional employee who executes a written assignment authorizing payroll deduction prior to any authorized leave shall have his/her regular dues and two additional pay periods of dues deducted from the last paycheck received prior to the leave. The dues deduction will be resumed when the professional employee returns from leave. When a professional employee is in a non-pay status for an entire pay period or is in a non-pay status for part of a pay period and his/her earnings are not sufficient to cover the deductions, no deduction shall be made for that pay period.

Section E. The Association will indemnify and hold the Board harmless against any claims made or against any suits instituted against the Board on account of payroll deductions or Association dues. Upon presentation of proper evidence thereof, the Association agrees to refund to the Board or the professional employee, whichever is applicable, any amount paid to the Association in error because of the dues deduction provisions.

Section F. Authorizations shall be continuing except that during the period April 1 through April 30 of any year a member may revoke such authorization by providing written notice during said period to the Association and the Payroll Section of the Board of the member's desire to terminate the dues deduction. Such revocation shall be effective July 1 of the year of the revocation.

Section G. Payroll deduction shall be provided for voluntary purchase of Association sponsored and Board approved insurance.

ARTICLE 7

PROFESSIONAL EMPLOYEE COMMITTEE

The Parties agree to establish a committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association or more by mutual agreement. This committee shall be called the Professional Employee Committee and shall meet every other month, or more or less frequently by mutual agreement, to discuss overall relations between the Parties, exchange information, receive suggestions, consider problems, offer solutions and discuss improvements in situations impacting principals, assistant principals, instructional supervisors, support/mental health center professionals, and teachers.

ARTICLE 8

STUDENT DISCIPLINE PROCEDURES

Section A. The Parties recognize that good discipline is needed to foster a warm and accepting school and classroom atmosphere in order that students may develop self-control and self-discipline. The Parties agree that student discipline should be progressive and that there must be consequences for disruptive or inappropriate behavior as outlined in the Student Code of Conduct and Board Policy. Both Parties further agree that the maintenance of discipline is necessary for an effective educational program.

Section B. The Parties recognize the responsibility of the teacher to maintain discipline and a climate for good instruction and the responsibility of the Board to give the teacher reasonable support with respect to student discipline and to provide a safe working environment. The Board acknowledges the right of an employee to pursue criminal charges against any person who assaults Board of Education employees. No sanctions will be taken against individuals pursuing criminal charges against any person who assaults Board employees.

Section C. A teacher may refer a student to the school office for disciplinary reasons. The teacher shall at the time of the referral complete and submit to the principal the Discipline Referral Form. In case of emergency, it shall be submitted as soon as possible. Upon request of the teacher, the principal shall within a reasonable amount of time initiate a conference involving the administrator, the student, the teacher and, if applicable, the parent for the purpose of improving the behavior of the student. Students who continue to engage in unacceptable behavior(s) will be subject to disciplinary action(s) as provided in the School Discipline Plan and the Memphis City Schools Code of Conduct.

Section D. The principal shall establish a school discipline committee at each location. The committee will consist of four (4) members of the faculty comprised of at least two (2) teachers, a guidance counselor, an association representative and, whenever appropriate, a special education teacher. These faculty committee members will be elected by the majority vote of the school's faculty. In addition, the committee will consist of the principal and two (2) parents. An assistant principal, student representative, and/or an educational assistant may be included at the discretion of the school discipline committee. It is the responsibility of the School Discipline Committee to develop a comprehensive school discipline plan and to review and update such plan as needed. The School Discipline Plan shall support and reference intervention strategies and disciplinary measures as outlined in the Student Code of Conduct specifically regarding level 4 and level 5 violations. The School Discipline Plan must be approved by the local school-based council, if there is an existing School Based Council, and by two-thirds majority of the faculty prior to implementation. Once the

plan is approved it shall be implemented.

The School Discipline Plan and guidelines will be reviewed on an annual basis. The existing School Discipline Plan and any revisions will be reviewed and approved by the local school-based council, if there is an existing School Based Council, and by two-thirds majority of the faculty at the beginning of each school year. Each teacher will receive a copy of the School Discipline Plan at the beginning of each school year.

Section E. The Parties agree to establish a Discipline Oversight Committee composed of three (3) persons appointed by the Board and three (3) persons appointed by the Association or more by mutual agreement. The committee will meet quarterly or more often or less frequently by mutual agreement. The committee will monitor and resolve problems at school locations regarding the School Discipline Committee, the School Discipline Plan, the implementation of the School Discipline Plan, or discuss general concerns related to student discipline. The committee will also be responsible for developing and monitoring student discipline guidelines to be utilized by the local School Discipline Committee when developing and revising the School Discipline Plan.

Section F. This article shall in no way diminish the responsibility of the principal as chief administrative officer of the school over conduct within the school. When Pupil Services modifies the recommendations of the school principal, they shall provide the principal with a written explanation why the recommendation was amended.

Section G. Sections D and E of this article are not subject to grievance or arbitration except that limited procedural issues that significantly impede implementation, such as failure to permit an election of a committee or failure to implement a school discipline plan, are grievable beginning at step 3 of the grievance procedure but not arbitrable.

ARTICLE 9

EVALUATION

Section A. Evaluation of professional employees is the systematic procedure described in the State Evaluation documents entitled Framework for Evaluation and Professional Growth (Comprehensive Assessment, Focused Assessment, Special Groups State Model, Library Information Specialist Model); and Board documents entitled Assistant Principal Evaluation Process, Principal Review and Evaluation Process, and Employee Performance Evaluation Process. Employee Performance Evaluation Process is used for Administration.

These evaluation procedures are designed to improve instruction, to facilitate communication between the professional employee and his/her immediate supervisor, and to promote high standards of excellence for teachers, school leadership and support staff that upholds the mission of the Memphis City Schools.

Section B.

1. All professional employees shall be informed of their evaluator(s), the general criteria, the administrative procedures, and the instrument(s) concerning professional evaluation.
2. Any written evaluation will be confidential and will be reviewed in private by the evaluator and the professional employee.
3. Written evaluations shall be based on information gathered openly during formal or

informal observations and other general criteria referred to in Paragraph 1 of this section.

4. Written plans of development or competencies identified as needing improvement should have specific recommendations for improvement. These plans of development should include growth and improvement objectives identified by the professional employee and the immediate supervisor. These plans will be developed jointly by the professional employee and the immediate supervisor and will be approved and finalized by the immediate supervisor. Probationary teachers are to develop these plans in consultation with their principal, and may include their assigned mentor.
5. If a professional employee is assigned outside his/her job classification, the evaluator shall note this fact on the evaluation form.
6. If the professional employee disagrees with the evaluation, the professional employee may submit a written statement, which must be attached to all file copies. Professional employees evaluated outside their normal evaluation cycle will be given reasonable notice.
7. The professional employee and the evaluator shall sign the evaluation form. The signature of the professional employee does not indicate approval of the evaluation but only that the professional employee has reviewed and received a copy of the evaluation at the meeting.

Section C. The evaluation summative report for tenured teachers rated unsatisfactory will be completed by March 15. All others will be completed by May 15. The principal is responsible for the final evaluation decision.

Section D. Professional employees will be notified at least two working days in advance when their formal observation and evaluation will occur, if feasible and practical.

Section E. Professional employee evaluations as described in Section F that are unsatisfactory may be appealed through the procedure as outlined in Section G provided that elements of the evaluation components are incongruent or there are alleged violations of the provisions of Sections B, C, or D of this Article.

Section F. During the term of this agreement, the Board and Association mutually agree to a summative evaluation process that may include, but is not limited to, growth in student learning (if allowable by law), observation of teacher practice with immediate observation feedback, stakeholder perceptions, and professional employee knowledge of subject matter related to the professional employee's job assignment. The parties will mutually agree to the weighted amounts each input shall have in the summative evaluations. Other inputs to teacher evaluation may be included if mutually agreed to by the parties in writing.

Section G. Evaluation Review Panel

1. MEA and MCS will create a panel to review unsatisfactory evaluations as agreed to in Article 9 Section F, provided the evaluation components are incongruent and the overall evaluation is unsatisfactory, or there are alleged violations of the provisions of Section B, C, or D of this article.
2. A pool of neutral non-association members and non-Board employees will be selected and mutually agreed to by the parties to serve as panel members. The pool will maintain a minimum of 12 persons. No pool member will serve for more than 3 years. All Evaluation Review pool members will be trained on the evaluation process and their duties as an

evaluator by the Association and the Board.

3. Each year, MEA and MCS will mutually agree to 6 panel members, which must be selected from the pool. The Evaluation Appeal Hearing will be conducted by 3 panel members. Both MEA and Memphis City Schools reserve the right to remove a panel member.
4. Any professional employee who receives an unsatisfactory evaluation using the process as agreed to in Article 9 Section F provided the evaluation components are incongruent or there are alleged violations of the provision of Section B, C or D of this article, may request a review by filling out an appeal form, Appendix K, and submitting it to the Association.
5. Any request for appeal must be brought forth by the Association within 15 working days of the employee's notice of the evaluation results. No appeal will be heard for evaluations that fall outside of the above timeline unless the timeline is extended by mutual agreement between the parties.
6. The Association will review the appeal and determine if the appeal is presented to the Board through Labor Relations for review by the Panel. MCS Labor Relations, within 6 working days, will schedule a mutually agreeable time for the Evaluation Review Panel to meet.
7. The review and decision of the Evaluation Review Panel must be completed within 30 working days of the request by the Association. The decision of the Evaluation Review Panel will be provided in writing to the Association and the Board. In the event the Panel is not able to meet this timeline, the timeline can be extended by mutual agreement between the parties.
8. The majority decision of the panel, which will include uphold, modify, or overturn the evaluation, will be adopted and become a part of the employee's permanent record. The Evaluation Review Panel decision will be final.
9. The panel review process will be reviewed by the parties on an annual basis and revised if necessary by mutual agreement.

ARTICLE 10

PERSONNEL FILES

Section A. Definition, Contents, and Use:

1. A professional employee's personnel file is defined as the professional employee's record maintained in the Department of Human Resources.
2. The personnel file shall include, but is not limited to, a professional employee's initial employment records, academic records, placement and assignment records, state certification, evaluation forms, transfer records, disciplinary records, letters of commendation and recommendations, and other employment data.
3. Grievances, grievance answers, and materials directly associated with those grievances shall not be included in such file.

Section B. Professional employees shall be mailed or given a copy of any adverse material when it is placed in the professional employee's personnel file. All materials placed in the professional employee's personnel file shall be stamped with the date such material was received in the

Department of Human Resources.

Section C. Professional employees may review material compiled in their personnel file except for pre-employment references and reports provided that the Department of Human Resources is notified at least one (1) day in advance. At the request of the professional employee, an Association representative may accompany the professional employee during the review of his or her personnel file. Any anonymous complaint in a professional employee's personnel file will be removed by the Board if requested by that professional employee, provided the complaint was not related to a disciplinary action against that professional employee.

Section D. It is understood that any teacher or Support/Mental Health Center Professional(s) who does not receive any written disciplinary action for a period of four (4) consecutive years, said disciplinary action administered prior to the four (4) year period shall not be used in connection with any disciplinary action subsequent to said four (4) year period.

Section E. No material placed in the professional employee's personnel file, including any evaluation of the professional employee, shall be used to discipline the professional employee unless a copy is shown to the professional employee prior to the discipline. At the professional employee's request, a copy of the material will be provided to the professional employee. Any employee who does not receive disciplinary action for a period of four (4) years may request in writing a review of their personnel file by the Office of Labor and Employee Relations for consideration of removal of disciplinary items.

Section F. If the individual professional employee's file is maintained in the professional employee's immediate supervisor's office, such material may be reviewed by the professional employee provided that the professional employee requests such review with at least a one (1) day advance notice to the immediate supervisor. At the request of the professional employee, an Association representative may accompany the professional employee during the review of said file. If the file contains adverse material, a copy of the material will be provided to the professional employee at the professional employee's request. If a professional employee disagrees with the adverse material, the professional employee may submit a written statement which will be attached to the material. This section does not apply to notes, memoranda, and other aids to memory personally maintained by a supervisor for professional purposes. When certified employees transfer to a new location, copies of their evaluation documents for the past three years must be transferred with them.

Section G. The material referenced in this article does not apply to any material closed by statute.

ARTICLE 11

COMPLAINTS

When a professional employee's immediate supervisor receives a complaint concerning the action of any professional employee, but before the immediate supervisor determines whether or not to take action with respect to that professional employee, the immediate supervisor shall discuss confidentially the nature and substance of the complaint with the professional employee. If the complaint is written, the immediate supervisor shall offer a copy of said complaint to the professional employee. The professional employee shall be given an opportunity to respond to the complaint, either orally or in writing at that time. If the investigation of the complaint proves to be groundless, the complaint shall be discarded. If a copy of the complaint is to be placed in the

personnel file of the professional employee, the professional employee shall be given an opportunity to respond in writing when the complaint is forwarded for filing. The response of the professional employee shall be attached to the complaint in the professional employee's personnel file. The complaints referenced in this article do not apply to complaints closed by statute.

ARTICLE 12

DUE PROCESS AND DISCIPLINARY PROCEDURES

Section A. Disciplinary action shall be for just cause and normally shall be progressive, except for violation of major infractions where progressive steps may or may not be followed at the sole discretion of the Board. Disciplinary action may include:

1. Documented oral reprimand
2. Written reprimand
3. Suspension
4. Discharge of a tenured teacher
5. Discharge of a non-tenured teacher during the school year

Section B. The type of discipline, as outlined above, administered to any professional employee shall be determined on the basis of the seriousness of the offense involved and the professional employee's employment record. Disciplinary action shall be conducted in private and at the lowest supervisory level whenever feasible.

Section C. A fact-gathering conference may be held with the professional employee's immediate supervisor or the Office of Labor and Employee Relations prior to discipline. A fact-gathering conference shall be held prior to suspension or discharge. The professional employee will be entitled to at least twenty-four (24) hours notice of the fact-gathering conference, when feasible; shall be advised of the purpose of the conference; and shall have the right to have an Association Representative present, provided that the Association Representative attending such conference shall not participate in the conference and shall be present only as an observer. In the event a fact-gathering conference is conducted by the Office of Labor and Employee Relations, a professional Association staff representative may be present as observer. Following this conference, a professional employee who disagrees with the facts shall have two (2) working days (or longer by mutual agreement) to respond to the facts; and such response shall be in writing.

Section D. In the event of a referral or when the findings of the fact-gathering conference warrant, the professional employee shall be entitled to a staff conference conducted by the Office of Labor and Employee Relations. Prior notice of this conference will be given, allowing at least three (3) working days following the fact-gathering conference/referral before the date of the staff conference, or a different period of time if by mutual agreement. At said conference, the professional employee may be accompanied by a professional Association staff representative. In cases warranting immediate separation from the school system, the Board shall have the discretion to impose a suspension pending an investigation prior to the staff conference in accordance with Tennessee Code Annotated 49-5-511.

Section E. A professional employee shall be notified, in writing, of any suspension or discharge. Such notice shall set forth the reason(s) for the action. No Professional employee shall be denied

compensation prior to the completion of the fact gathering conference and/or the issuance of disciplinary action.

In cases of major infractions, the denial of compensation prior to the completion of the fact gathering conference and/or the issuance of disciplinary action will be considered on a case by case basis by the Office of Labor and Employee Relations.

Section F. Grievances involving the suspension of a teacher or Support/Mental Health Center Professional shall begin at Step 3 of the grievance procedure.

Section G. A regular teacher or Support/Mental Health Center Professional who is being discharged or not being reelected shall have the option of a hearing before the Board in accordance with Tennessee Code Annotated 49-5-512. Such discharge shall not be subject to the grievance or arbitration procedure.

Section H. The failure to reemploy a probationary or apprentice teacher shall not be subject to the grievance or arbitration procedure. Such teachers shall be notified in writing of non-renewal after having been apprised of the reason(s) for non-renewal.

ARTICLE 13

SENIORITY

Section A. Definitions

1. In this Agreement, "regular teacher" is defined as one in the bargaining unit who is on "permanent tenure" with the Board. "Permanent tenure" is defined in this Agreement as outlined in Tennessee Code Annotated Title 49 Education.
2. In this Agreement, "probationary teacher" or "apprentice teacher" is defined as a teacher in the bargaining unit who is not on either "permanent tenure" with the Board. After attaining "permanent tenure" such teacher shall be a "regular teacher".
3. "Seniority" shall be defined as the length of a teacher's continuous service in the bargaining unit from the most recent date of permanent employment.
4. Seniority shall accrue during authorized leaves of absence and layoffs up to eighteen (18) continuous months of such periods of absence or as otherwise mandated by law.
5. A teacher who returns by Board transfer to a position presently in the bargaining unit, after occupying a position with the Board outside the bargaining unit, shall maintain seniority from the most recent date of continuous permanent employment.
6. When the Memphis Board of Education assumes control of annexed schools, all teachers of the Shelby County School System who become teachers employed by the Memphis Board of Education as a result of such annexation shall be granted seniority from the most recent date of continuous permanent employment by the Shelby County Board of Education. The most recent date of continuous permanent employment by the Shelby County Board of Education shall be determined by information furnished by the Shelby County Board of Education at the time of annexation.

Section B. Current Employees

1. The seniority order (system wide) for presently employed teachers who remain continuously employed shall be the seniority list as published by the Board on September 25, 2009. Said list shall be updated annually. Teachers with identical dates of hire shall have their order on the seniority list established by random computer placement on the next seniority list published following their employment. That order shall be established and shall remain permanent as long as they are continuously employed.
2. Employees who have been granted tenure and terminate employment in good standing, provided the employee has given a thirty (30) day notice as required by TCA Section 49-5-508, and are subsequently rehired by the Board shall retain their tenure status.

Section C. Seniority List

A seniority list (system wide and local) shall be posted on the Memphis City Schools' website on or about September 30 of each school year. The validity of the seniority list shall become final and no longer subject to grievance upon the thirtieth (30th) day of posting.

Section D. Loss of Seniority

Seniority shall end upon resignation, failure to be re-elected, retirement, failure to return to work at the expiration of a leave of absence, failure to be recalled from layoff within eighteen (18) months from the date of layoff, or termination of employment for any other reason.

ARTICLE 14

TRANSFER AND ASSIGNMENT

Section A. Definition

1. A "transfer" is defined as a teacher change from one location to another.
2. "A teaching assignment" is defined as grade levels Pre K-6, or subject(s) to be taught by a teacher, and duties assigned in a particular academic year at a school or other location; and "a teaching reassignment" is defined as a change in assignment.

Section B. Voluntary Transfer

1. Human Resources will have two (2) electronic postings of teaching vacancies for the next school year assignments. Each vacancy will be electronically posted for six (6) consecutive work days. Each posting will list the certification and requirements for each vacancy and this shall constitute the posting criteria. Any regular teacher may request a transfer electronically to the Department of Human Resources to be submitted within the time frames required by the electronic posting. The Association will be notified of the dates of teacher postings. If feasible and practicable, the Association will be given view only (read only) access to teacher postings. The final posting will be after the deadline for submission of teacher evaluations and notification of surplus.
2. Principals will interview the five (5) most senior teachers who apply and who meet the posting criteria. If there are multiple vacancies at the same location with the same posting criteria, the next senior teacher for each additional vacancy who applies and meets the posting criteria will be interviewed. For example, if there were two (2) vacancies, six (6)

teachers would be interviewed; for three (3) vacancies, seven (7) teachers would be interviewed. Selection will be made from the five (5) most senior teachers that meet the posting criteria.

- a. Teachers applying for specific positions will be placed in the position applied for unless the twenty (20) day attendance figures preclude such placement or for reasonable cause subject to proof thereof to the Department of Human Resources and/or the Office of Labor and Employee Relations.
3. If no teacher applies for a transfer or none meets the posting criteria for the vacancy, the position will be posted again or filled at the Board's discretion.
4. A teacher who receives a voluntary transfer shall not be eligible for another voluntary transfer for a period of three (3) years. Probationary teachers shall only be eligible to apply for a voluntary transfer during their first school year of employment. Teachers employed with a permit shall not be eligible to apply for a voluntary transfer. In the event there is a change in the principal assignment or a late Fresh Start notification, a regular teacher may request a voluntary transfer as an exception to the three (3) year limitation. Such an exception must be placed in writing and submitted to the Department of Human Resources along with the requested locations within the electronic posting time lines.
5. Teaching vacancies that occur after May 15 and before September 15 will be assigned by the Board. After September 15, vacancies will be posted in accordance with section B.1. of this article unless there are unassigned teachers. After all teachers are assigned, vacancies will be assigned in accordance with section B.6 of this article.
6. Teaching vacancies that occur after September 15 and up to May 15 will be assigned by the Board on a temporary assignment basis and will be posted in accordance with section B.1.
7. In the case of a vacancy in an 11 month or 12 month teaching position or a newly created job classification within the bargaining unit, a notice of such opening shall be posted for eight (8) consecutive school days during the regular school year and at the Department of Human Resources office and the Memphis City Schools website during June and July, during which time teachers may apply in writing to fill the position. The Board shall fill the opening in accordance with section B.1.
8. If a location is selected as a "fresh start" the positions will be filled at the discretion of the district. Positions vacated by this process will be filled according to the voluntary transfer process section B, part 1 or part 5 whichever applies. There will be no more than four (4) locations designated as "fresh start" in any school year. Notice will be given to the Association in a reasonable time after being identified. Teachers affected by a Fresh Start shall be eligible to apply for open vacancies.
9. Schools designated on the High Priority list as State/LEA Reconstitution Plan, and Restructuring 2 Alternative Governance, will be reviewed and discussed with the Association to determine if positions filled after September 15 will be posted on the spring posting. "Hard to Staff" locations will be mutually agreed upon by the Parties and staffed at the district's discretion.
10. High need areas as mutually agreed to by the Parties will be staffed as needed at the district's discretion.

11. A vacant position covered by this agreement designated by the Superintendent or designee as a part of the district's reform initiatives or reform agenda as mutually agreed in writing by the parties can be filled at the district's discretion by interview and selection.
12. Instructional Facilitator and Teachers on Assignment positions will be filled at the discretion of the district by interview and selection.

Section C. Involuntary Transfer and Surplusing of Teachers

1. Except as otherwise stated in this article, and in involuntary transfers, system wide seniority shall normally be the controlling factor provided that certification and major coaching assignments are met, unless the Board asserts experience, curriculum needs and/or accreditation requirements as determining factors; however, if these factors are equal, system wide seniority shall control.
2. The principal/administrator may exercise his/her authority to make reassignments of teachers to other subjects or grades before declaring positions vacant. While recognizing the primacy of the education of the students and the principal's ultimate authority to make reassignments, such reassignments shall not be for arbitrary and capricious reasons. Teachers shall be advised in writing of any change in teaching assignments as soon as feasible. Teachers will be advised in writing of any proposed changes in the next school year's teaching assignment before the last posting.
3. Staff reductions shall be primarily due to reduction in student population unless the Board asserts the factors or criteria in accordance with section C.1. To accomplish staff reductions for positions that have been declared surplus in a school or location, the principal/administrator shall notify teachers that volunteers will be considered; and when feasible, in the interest of the school system, said volunteers shall be surplused. Such volunteers shall submit their requests in writing.
4. Known teacher surplusing shall be by assignment in accordance with section C.1. Teachers shall be advised of surplusing in writing two school days in advance or by May 1, if feasible and practicable. The determination of surplus teachers shall not be for arbitrary reasons.
5. Any teacher(s) affected by a staff reduction (including teachers from a school or location being closed) requiring movement to another location in the current or the ensuing school year shall be transferred if a vacancy exists for which the teacher meets the criteria under Section B. 1.
6. This applies only to teachers in the bargaining unit that will be directly affected by the construction of the new schools and/or grade structure changes and the movement of the select groups of students involved:
 - a. In situations where only a complete student grade(s) is to be relocated to another single location, then the teachers in this location will follow the students. (Example: 6th grade moves to a new location, 6th grade teachers move also)
 - b. If a split section of students is moved, the teacher(s) of the largest moving population will move with the students. (Example: 7th grade – 3 classes and 8th grade – 2 classes, then 7th grade teachers move)
 - c. When less than a complete grade level or if a general population of students is to be

relocated, the teacher(s) will be surplus and reassigned based on contracted procedures as applicable.

7. If vacancies are available, the Board shall make up to three (3) offers to the teacher who is eligible for such vacancy under Section C, 1, if requested by the teacher. If the teacher fails to accept one (1) of the bona fide offers made by the Board, the Board thereafter shall have the right to place such teacher in an appropriate vacancy. Consideration will be given to location preference when available.
8. The Board will conduct a surplus fair and a surplus placement session during the spring and again if necessary, during the fall if feasible and practicable. At the surplus placement session, teachers will be placed by seniority and based on the certification held by the teacher.

Section D. Bumping, Layoff and Recall of Teachers

1. In layoffs and in recalls, system wide seniority, certification, and coaching assignments (major sports) will be considered. If the requirements of certification and coaching are fulfilled, system wide seniority shall prevail.
2. a. In the event no vacancy exists for which the teacher affected by staff reduction meets the criteria, the teacher may exercise system wide seniority to bump the teacher with the least amount of system wide seniority in the school system in any assignment for which the teacher meets the criteria.
b. Teachers bumped under 2, a. of this Section D, may exercise seniority to bump the teacher with the least amount of seniority in any assignment for which the teacher meets the criteria; and this process will continue until it is no longer possible to bump a teacher with a less amount of seniority, at which time the teacher will be placed on layoff.
3. As vacancies arise, a laid-off teacher will be recalled to the first available vacancy for which the teacher meets the criteria with the most senior teacher being recalled for such vacancy first. A teacher being recalled will be notified by certified or registered mail or telegram sent to the teacher's current address on file with the Department of Human Resources. The teacher that is laid off shall remain on the recall list for twenty-four (24) months. It shall be the teacher's responsibility to furnish the Department of Human Resources his/her current address. If a laid-off teacher refuses to accept the first available position offered, the teacher shall be placed at the bottom of the list existing at the time of refusal. Failure to accept the next two positions offered shall result in termination.

Section E. Administrative Transfers

The Superintendent shall have the right and the discretion to make administrative transfers and assignments in accordance with Tennessee law, and said transfers and assignments shall take precedence over all other transfers and assignments. A teacher will have the right to petition through the Association to the Office of Labor and Employee Relations and/or the Department of Human Resources for the opportunity to be considered for an administrative transfer.

Section F. General

1. Due recognition shall be accorded to the number, the interrelated nature and complexity of

personnel actions required; to the complex nature of teachers' professional qualifications; and to the Board's ultimate responsibility for operating the school system in the public interest.

2. The Board shall determine vacancies and surpluses.
3. Vacancies related to the establishment of new locations will be filled at the discretion of the Board; however, the Board shall endeavor to assign its own employees to such positions and to do so in accordance with this article.
4. Temporary, summer school, evening school, and special projects will be filled at the discretion of the Board; however, the Board shall endeavor to assign its own employees to such positions.
5. The yearly term of employment of a professional employee, whether two hundred (200) days, 10, 11, or 12 months, is a condition of employment; and the yearly ending and beginning of such employment shall not be regarded as layoffs or recalls. It is further understood that yearly term of employment refers only to the number of days or months within the calendar year that a professional employee is scheduled to work.
6. The filling of positions outside the bargaining unit and the hiring of professional employees shall be within the sole discretion of the Superintendent and shall not be subject to the grievance and arbitration procedure.
7. Until a teaching vacancy has been filled under the procedure set forth in this article, the Board may make temporary assignments.

Section G. Principals, Assistant Principals, and Instructional Supervisors

The filling of the positions of principals, assistant principals, and instructional supervisors, including promotion, demotion, transfer, assignment, layoff and recall shall not be for arbitrary and capricious reasons; however, such personnel actions shall be the sole discretion of the Superintendent and shall not be subject to grievance or arbitration.

ARTICLE 15

TRANSFER, ASSIGNMENT, AND SENIORITY FOR SUPPORT/MENTAL HEALTH CENTER PROFESSIONALS

Section A.

This Article only applies to Support/Mental Health Center Professionals as defined in Article 2, Recognition and as specifically listed in Appendix A., as Support/Mental Health Center Professionals.

It is understood that this Article represents general administrative guidelines that the Board shall endeavor to follow when assigning, promoting, laying off, and recalling Support/Mental Health Center Professionals. The filling of positions of Support/Mental Health Center Professionals, including promotion, demotion, transfer, assignment, layoff, and recall shall ultimately be within the sole discretion of the Superintendent.

Any alleged violation of this Article shall be subject to the grievance procedure, but not subject to arbitration.

Section B. Definitions

1. A “promotion” is defined as the movement of a Support/Mental Health Center Professional to a higher level of authority and responsibility, which results in a higher salary within the job classification(s) in the bargaining unit.
2. A “transfer” is defined as a Support/Mental Health Center Professional changing from one work location and/or job assignment (team) to another within the same job classification.
3. “Seniority” shall be defined as the Support/Mental Health Center Professional length of continuous service in the bargaining unit from the most recent date of permanent employment.
4. A “probationary” Support/Mental Health Center Professional is defined as an employee who has not completed twenty-four (24) months of continuous service with the Board. After a Support/Mental Health Center Professional has completed the initial twenty-four months probationary period, such employee will be considered for a regular Support/Mental Health Center Professional position.
5. Discharge or failure to reemploy any Support/Mental Health Center Professional during their initial probationary period shall not be subject to the grievance procedure.
6. Support/Mental Health Center Professional, whose performance is less than satisfactory, will be subject to the Board’s progressive discipline policy and procedure.

Section C. Transfers/Reassignments

1. Notice of all vacancy(s) shall be posted for a minimum of six (6) consecutive workdays. Selection will be based on the Mental Health Center Professional who most closely meets the certification and requirements of the position as stated on the posting. All conditions being equal, system wide seniority will prevail.
2. A Support/Mental Health Center Professional who receives a transfer shall not be eligible for another transfer for a period of three (3) years, unless there is a change in the supervisor.
3. The Board may reassign Support/Mental Health Center Professionals at the Board’s discretion.
4. Surplusing will be by system wide seniority as defined in B. 3, of this article.

Section D. Bumping, layoff, and recall of Support/Mental Health Center Professionals

1. In layoffs and recalls, system wide seniority, qualifications, and past documented performance within a five year period will be considered. If qualifications and past documented performance within a five year period are substantially equal, system wide seniority shall prevail.
2. A. In the event no vacancy exists for which the Support/Mental Health Center Professional affected by staff reduction meets the qualifications, the Support/Mental Health Center Professional may exercise system wide

seniority to bump the Support/Mental Health Center Professional with the least amount of system wide seniority in the school system in the same job classification for which the Support/Mental Health Center Professional meets the qualifications.

- B. Support/Mental Health Center Professionals bumped under 2, A. of this section, may exercise seniority to bump the Support/Mental Health Center Professional with the least amount of seniority in the same job classification for which the Support/Mental Health Center Professional meets the criteria; and this process will continue until it is no longer possible to bump a Support/Mental Health Center Professional with a less amount of seniority, at which time the Support/Mental Health Center Professional will be placed on layoff.
3. As vacancies arise, a laid-off Support/Mental Health Center Professional will be recalled to the first available vacancy for which the Support/Mental Health Center Professional meets the qualifications with the most senior Support/Mental Health Center Professional being recalled for such vacancy first. A Support/Mental Health Center Professional being recalled will be notified by phone, certified mail, registered mail, or telegram at the Support/Mental Health Center Professional's current address or phone number on file with the Department of Human Resources. It shall be the Support/Mental Health Center Professional's responsibility to furnish the Department of Human Resources with his/her current phone number and home address.

Section E. General

1. The Board shall determine vacancies and surpluses.
2. Temporary and special projects will be filled at the discretion of the Board; however, the Board shall endeavor to assign its own employees to such positions.
3. The yearly term of employment of a Support/Mental Health Center Professional, whether 10 months, 11 months, or 12 months, is a condition of employment; and the yearly ending and beginning of such employment shall not be regarded as layoffs or recalls. It is further understood that yearly term of employment refers only to the number of months within the calendar year that a professional employee is scheduled to work.
4. Until a Support/Mental Health Center Professional vacancy has been filled under the procedure set forth in this article, the Board may make temporary assignments.
5. Fees and licenses for Support/Mental Health Center Professionals will be reimbursed by the Board, if they are required by the Board.

Section F. Support/Mental Health Center Professional Supervisors

The filling of the positions of Support/Mental Health Center Professional Supervisors, including promotion, demotion, transfer, assignment, layoff and recall shall not be for arbitrary and capricious reasons; however, such personnel actions shall be the sole discretion of the Superintendent and shall not be subject to grievance or arbitration.

ARTICLE 16
LEAVES OF ABSENCE

Section A. General Provisions

1. Professional employees shall be entitled to leaves of absence for the purposes and under conditions as provided in this article. All leaves of absence or extensions thereof under this article shall be applied for in writing on forms provided by the Board and shall be submitted as far in advance as possible. Conditions making applications for leave impossible will be considered. Any application for leave of absence exceeding thirty (30) days shall be made at least thirty (30) days prior to the leave except in case of personal illness, accident or other emergency, in which case such application shall be made within after fifteen (15) consecutive days of absence. Applications for leave must state the reason for the leave applied for and the length of the leave from a date certain to a date certain. Leaves under this article shall not be used for any other purpose than that stated on the application and for which the leave was granted.
2. Leaves of absence may be granted for a maximum of one (1) year except as mandated by law. The Board may grant extensions of the leaves provided for in this article.
3. Except as otherwise indicated or required by law, leaves under this article will be without pay, fringe benefits, and increment privileges, but without loss of seniority.
4. The professional employee on leave under this section shall return to his/her previously assigned full-time position. If the previously assigned position does not exist, the professional employee shall be assigned to a comparable position. All rights and privileges of this article are contingent upon the professional employee's return to the system upon expiration of the leave.

Section B. FMLA

The Family Medical Leave Act of 1993 provides up to twelve (12) work weeks of paid or unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked at least twelve (12) months of service with the Memphis City Schools and have worked at least 1,250 hours over the previous twelve (12) months. The Board will grant up to twelve (12) weeks unpaid Family and Medical Leave (FMLA) during a rolling twelve (12) month period for one or more of the following reasons: birth of a son or daughter, and to care for a newborn child; for placement with the employee of a child for adoption or foster care, and to care for the newly placed child; to care for an immediate family member (spouse, child, or parent – but not a parent “in law”) with a serious health condition; and when the employee is unable to work because of a serious health condition.

At the discretion of the Board, certain kinds of “paid” leave may be substituted for unpaid leave.

1. Period Near the Ending of the Academic Term

If FMLA leave is taken more than five (5) weeks prior to the end of the school year, Memphis City Schools may require that employees continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the school year. If the leave is taken five (5) weeks prior to the end of the school year, Memphis City Schools

may require that employees continue taking leave until the end of the school year if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the school year.

Whenever an employee is required to take FMLA leave until the end of an academic year, only the period of leave until the employee is ready and able to return to work shall count as FMLA leave. Memphis City Schools shall be required to maintain the employee's group health and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

Section C. Sick Leave

The Local Sick Leave Plan and the State Sick Leave Plan are programs which provide different leave benefits for specific purposes as described below. Teachers shall be covered by either the State Sick Leave Plan or the Local Sick Leave Plan in accordance with the eligibility requirements contained in the applicable plan.

Teachers covered under the Local Sick Leave Plan at the time of execution of this Agreement shall have the option of selecting sick leave provisions as provided for in the State Sick Leave Plan in subsection 2 of this section. It is understood and agreed that all such teachers shall make known their choice, to either select the State Sick Leave Plan or remain under the Local Sick Leave Plan, to the Payroll Section, Division of Finance, within thirty (30) calendar days after execution of this Agreement. Teachers who are eligible for this option and elect to be covered by the State Sick Leave Plan shall be credited as of July 1, 2009, with sick leave at the rate of one (1) day for each month taught not to exceed twelve (12) days per year in accordance with Tennessee Code Annotated 49-5-710 less the total number of days they have been absent due to personal illness or accident since September 1, 1963, or their last date of employment, whichever date is later.

1. LOCAL SICK LEAVE PLAN

Teachers employed on or before September 1, 1969, who have not exercised their option to come under the State Sick Leave Plan, shall receive leave as follows:

a. PERSONAL ILLNESS

- (1) Professional employees who are ill from natural causes, accident, or quarantine shall be granted leave for such illness provided that the Board may require from time to time and before resumption of work, a written certificate by a licensed physician stating that the professional employee is unable or able to work, as the case may be; provided further that the Board may require such certificate from a licensed physician of its own choosing, and in such event the expenses of such examination would be paid by the Board. Normally, the certificate verifying illness or injury will be required where there may be a reason to believe that sick leave is excessive or is being abused.
- (2) Teachers shall be paid for such absences for days normally worked by the teacher at the teacher's regular rate of pay less sick leave deduction for a specified period of time not to exceed one (1) calendar year. This pay will begin the first day or hour, as appropriate, of absence with deduction at the rate (rounded to the nearest dollar) of one and forty-two one-hundredths (1.42) percent per day of the base monthly salary at Step 0 of the Bachelor's Degree Teacher's Schedule.

b. **ILLNESS IN THE IMMEDIATE FAMILY**

Leave for illness in the immediate family will be granted for a period not exceeding one (1) year. Deduction for the first calendar month will be at the rate of the deduction per day in accordance with Section C, 1, a, (2) of this article. For the next two (2) months the deduction will equal the cost of a substitute. Further absence, up to the remainder of the calendar year, will require a leave of absence without pay. Immediate family is defined as including 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.

c. **DEATH IN THE IMMEDIATE FAMILY**

Three (3) consecutive workdays' absence without deduction will be allowed concurrent with the death or the funeral of the family member. Deduction for the next three (3) additional days will be at the rate of the deduction per day in accordance with Section C, 1, a (2) of this article.

d. **DEATH OF RELATIVE BEYOND IMMEDIATE FAMILY**

Two (2) consecutive workdays' absence concurrent with the death or the funeral of the family member beyond the immediate family without a deduction. Proof of relationship may be required.

e. **PERSONAL AND PROFESSIONAL LEAVE**

Teachers covered by this plan shall be allowed personal and professional leave not to exceed two (2) days' absence each year at the rate of the deduction per day in accordance with Section C, 1, a (2) of this article. Teachers planning to use a day or days under this provision shall notify their immediate supervisor at least one (1) day in advance, except in cases of emergency. Approval of such leaves may be withheld at the discretion of the Board as outlined in TCA 49-5-711. Unused personal and professional leave days shall be converted to retirement service credit at the end of each school year.

2. STATE SICK LEAVE PLAN

Professional employees employed or reemployed after September 1, 1969, or professional employees who exercised their option to come under this plan shall be granted one (1) sick leave day for each month employed. Sick leave shall be cumulative for all earned days not used and can be used for all types of leaves of absence described in this subsection 2, State Sick Leave Plan, except Personal and Professional Leave, which leave is accumulated and used independently as provided in subsection 2, e, of this section.

a. **PERSONAL ILLNESS**

Professional employees who are ill from natural causes, accident, or quarantine shall be granted leave for such illness provided that the Board may require from time to time and before resumption of work, a written certificate by a licensed physician stating that the professional employee is unable or able to work, as the case may be; provided further that the Board may require such certificate from a licensed physician of its own choosing, and in such event the expenses of such examination would be paid by the Board. Normally, the certificate verifying illness or injury will be required where there

may be a reason to believe that sick leave is excessive or is being abused.

b. **ILLNESS IN THE IMMEDIATE FAMILY**

Professional employees shall be granted leave due to illness from natural causes, accident, or quarantine of a member of the professional employee's immediate family, which shall include the professional 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.

c. **DEATH IN THE IMMEDIATE FAMILY**

Up to three (3) days of sick leave shall be allowed due to the death of a member of the professional employee's immediate family as defined in subsection 2,b, of this section.

d. **PERSONAL AND PROFESSIONAL LEAVE**

Teachers shall be allowed personal and professional leave earned at the rate of one (1) day for each half year employed, which shall not accumulate from year to year. Teachers planning to use a day or days under this provision shall notify their immediate supervisor at least one (1) day in advance, except in cases of emergency. Approval of such leaves may be withheld at the discretion of the Board as outlined in TCA 49-5-711. Unused personal and professional leave days shall be converted to sick leave days at the end of each school year.

e. **CREDIT FOR RETIREMENT**

Upon retirement any professional employee who has accumulated sick leave under Tennessee Code Annotated 49-5-710 shall be credited with such accumulated sick leave as credited service in accordance with the stipulations included in Tennessee Code Annotated 8-34-604 entitled "Credited Service."

Section D. Parenting Leave

This section applies to full time regular employees, who have not worked with Memphis City Schools for twelve months and/or have not worked 1,250 hours within the previous twelve months, or who have exhausted their Family Medical Leave eligibility. This section is not covered under Family Medical Leave Act (FMLA); therefore the employee's position will be covered as outlined in Section A Part 4. For employees who are FMLA eligible, this article runs concurrent with FMLA. The Board of Education may grant parenting leave to employees without pay for a period up to six months not to exceed one (1) year. A pregnant employee may continue to work as long as the employee's health is not endangered and does not prevent the employee from adequately performing her assigned duties. All decisions related to health shall be based on the advice and consent of the employee's physician.

An employee, on parenting leave, who does not intend to return to the position from which he/she is on leave, shall notify the Department of Human Resources in writing thirty (30) calendar days prior to the expected date of return.

The employee requesting parenting leave must complete and submit a Leave of Absence Request form to the Department of Human Resources at least thirty (30) days prior to the requested date of the leave or the expected date of confinement. A medical statement form provided by the Department

of Human Resources, must be completed by the attending physician of the birth mother and accompany the request for parenting leave. The thirty (30) day notice may be waived or reduced by the Board based upon receipt of a statement from a certified physician.

The parenting leave may be extended to a later specified date upon written request from the employee to the Department of Human Resources, at least thirty (30) days prior to the expiration of parenting leave. The procedure for extending a parenting leave and the conditions under which a leave may be extended are the same as those used when originally requesting and granting the leave.

For reinstatement from maternity leave, the employee shall submit to the Department of Human Resources, a doctor's statement confirming her physical fitness to return to duty. For reinstatement from a paternity leave, the employee must submit a copy of the birth certificate (mother's copy is acceptable) or proof of birth.

An employee requesting leave for the adoption or foster care placement of a child shall submit a Leave of Absence Request to the Department of Human Resources, as soon as the employee is notified of the date to receive the child. The effective date of the leave shall be at such time as the adoption procedure may require. Proof of the adoption or foster care placement must accompany the Leave of Absence Request.

For employees in an unpaid status, it is the employee's responsibility to notify the insurance office in the Division of Employee Benefits if he/she wishes to continue insurance during the leave of absence.

Section E. Government Service Leaves

Leaves of absence may be granted for the following specific purposes as provided below. All rights and privileges of this section are contingent upon the employee's return to the system upon expiration of the leave:

1. CAMPAIGNING FOR ELECTIVE PUBLIC OFFICE

A candidate for elective public office may be granted a leave of absence for campaigning. Such leave shall not exceed two (2) months except that such additional time may be allowed in the event of a run-off.

2. ELECTED STATE LEGISLATOR

A Tennessee State Legislator shall be granted a leave of absence for the period the Legislature is in session, for other occasional absences required by the responsibilities of the office, and for service on a Tennessee compensatory appointive public board. Such leaves shall be with fringe benefits, increment privileges, and pay but with a deduction at the rate of a substitute's pay.

3. ELECTED CITY COUNCIL/PART-TIME POSITION

A member of the Memphis City Council or Shelby County Commission or someone holding a similar part-time elective position, may be granted a leave of absence. Teachers will be assigned to duties appropriate to their training and ability and will be paid at their regular salary rate for the time they are not engaged in the duties of the office. Absences without pay will be approved for the time required in fulfilling the duties of the office. Teachers will receive fringe benefits and increment privileges for all absences under this subsection 3.

4. NONCOMPENSATORY APPOINTIVE PUBLIC BOARD

Leave may be granted for service on a Tennessee noncompensatory appointive public board. Absence with no deduction is subject to the approval of the Superintendent, and such leaves shall be with full fringe benefits and increment privileges.

Section F. Religious Leaves

Any teacher whose religious affiliation requires observance of holidays other than those scheduled in the school calendar may be granted leave for observance of such holiday(s) up to a maximum of five (5) days in any school year.

Section G. Professional employees may be granted leave without loss of pay for the reasons indicated below:

1. Court Appearance. Professional employees subpoenaed to appear in judicial or quasi-judicial proceedings or by traffic summons upon presentation of the official subpoena or summons.
2. Jury Duty. Professional employees who are required to report to qualify or serve on jury duty for the time the employee serves as a juror upon presentation of a written verification of attendance for qualifying and attendance on jury duty.
3. Supervising student groups, at the discretion of the Superintendent.
4. Professional meetings, not otherwise provided for in this article, at the discretion of the Superintendent.

Section H. Military Service

Professional employees who enter the military service of the United States shall be granted a leave of absence and upon discharge from military service shall be reinstated and afforded all rights and privileges of employment, as mandated by the Uniform Services Employment and Reemployment Rights Act of 1994.

Section I. Association Leaves

The following Association leaves of absence without pay, not to exceed one (1) year, may be granted by the Board in accordance with the provisions below:

1. FULL-TIME SERVICE WITH THE MEMPHIS EDUCATION ASSOCIATION

At the request of the Memphis Education Association, the President of the Memphis Education Association and/or any professional employee who enters the full-time service of the Memphis Education Association for the purpose of engaging in the local, state, or national association activities, shall be granted leaves of absence, provided that there shall be no more than one (1) professional employee from any one location nor more than a total of three (3) such professional employees on leave at any one time, and further provided that at least thirty (30) days' notice is given. While on such leave, the President or any professional employee will be considered in the full-time service of the Memphis Education Association. The President shall be considered a member of the bargaining unit for the period of such leave. Any professional employee other than the President, shall not be considered a member of the bargaining unit for the period of such leave. Upon return, the President will be given increment privileges. Should the President be elected for a two-year

term, the Board upon request shall grant the President leave for the term of office.

2. ELECTED DELEGATES TO NATIONAL CONVENTIONS

Professional employees elected as delegates to the national convention of the National Education Association shall be granted leaves of absence provided that the number of professional employees granted leave at one time shall not exceed two (2) from any one location nor a total of ten (10). Application for leave of absence must be made not less than thirty (30) days before such leave is to begin.

3. ELECTED DELEGATES TO TEA REPRESENTATIVE ASSEMBLY

Professional employees elected as delegates to the Tennessee Education Association Representative Assembly shall be granted leaves of absence provided that the number of professional employees granted leaves at one time shall not exceed one hundred seventy (170). Application for such leave of absence must be made not less than thirty (30) days before such leave is to begin.

4. VICE-PRESIDENT OF THE MEMPHIS EDUCATION ASSOCIATION

The Vice-President of the Memphis Education Association shall be granted leave with pay by the teacher's immediate supervisor for the purpose of engaging in local, state, or national association activities not to exceed ten (10) days in any school year. Such leave may be withheld if it adversely interferes with the educational needs of the school.

Section J. Education Leaves

Leaves of absence without pay not exceeding one (1) year may be granted teachers who wish to further their education on a full-time basis provided such academic work entails a minimum of at least eight (8) semester hours per semester or twelve (12) quarter hours per quarter. No teacher shall be eligible for more than one (1) such leave every seven (7) years of consecutive service with the Memphis City Schools.

Section K. Miscellaneous Leave

Leave for miscellaneous reasons may be granted by the teacher's immediate supervisor for a period not exceeding five (5) work days. Any extension or initial application in excess of five (5) work days shall be made through the teacher's immediate supervisor. Both extensions and initial applications for miscellaneous leave in excess of thirty (30) work days must be filed with the Department of Human Resources in accordance with the provisions of Section A, of this article, and may be granted at the discretion of the Board.

Section L. Except in the case of illness, pregnancy, accident, military leave, elected state legislator leave, or death in the family (subject to supporting proof as provided in this article), consent to leave of absence may be withheld or deferred at the discretion of the Board. A professional employee who has been granted a leave of absence shall be considered as having quit without notice and shall be terminated from employment by the Board if, while on such leave of absence, he/she engages in or applies for other employment, other than as provided in this article, without the consent of the Board.

Section M. Professional employees granted nonpaid leaves of absence under this article will have the option to continue the applicable Board of Education Group Insurance Plan with the total cost to be paid by the professional employee in advance, on a monthly basis, except as otherwise provided

for in this article.

Section N. All employees on an approved leave of absence must clear through the Department of Human Resources prior to returning to work.

ARTICLE 17

SCHOOL DAY

Section A. Teachers are expected to be at their schools and in their classes before and after classes in order to fulfill their professional responsibilities. Specific times and signing-in requirements may be established by the Board.

Section B. Recognizing the importance of a total educational program in the development of students, it is agreed that before and after school activities, faculty, department and committee meetings, parent conferences, extra help for students, evening meetings and other responsibilities beyond the work day are a part of a professional employee's professional responsibility. These responsibilities shall be assumed as necessary and/or assigned by the professional employee's supervisor. The time teachers spend in these before and after school activities shall be reasonable. The number and duration of faculty meetings shall be reasonable and should not exceed 40 hours in one school year. This should include local school professional development and faculty meetings. Any and all concerns regarding the number and duration of faculty meetings may be moved forward to Labor Relations for resolution. The Chief of School Operations will provide direction to school level administration in support of this language and take appropriate action to ensure that this practice is followed.

Section C. It is recognized that the presence of all teachers on campus at required times is necessary for the proper supervision of students. Accordingly, any departure from the campus when students are present must be requested through the building principal and will be granted only for emergencies.

ARTICLE 18

WORK HOURS AND WORK YEAR

Section A. School Day for Ten Month Teachers

The normal school day for teachers shall be seven and one-quarter (7 1/4) hours.

Section B. Number of Days for Ten Month Teachers

The work year for ten (10) month teachers shall be no more than two hundred (200) days: one hundred eighty (180) teaching days, five (5) days in-service training, one (1) parent-teacher conference day, four (4) days administrative, and ten (10) days vacation. For the purpose of this article, teachers who are employed for two hundred (200) days shall be designated as ten (10) month teachers. Teachers will receive two (2), three (3) hour blocks of time for the purpose of room preparation during the first week of school when children are not present. The first three (3) hour blocks should occur on the first day the teacher returns unless there is an administrative reason or action that necessitates the change. If a change occurs, room preparation time will be rescheduled at the school level.

Section C. Number of Weeks for 10 or 11 Month Employees on the Administrative Calendar

The work year for ten (10) month employees on the administrative calendar shall be forty-four (44) weeks. The work year for eleven (11) month employees on the administrative calendar shall be forty-eight (48) weeks.

Section D. School Closings

If schools are closed due to inclement weather or other emergencies beyond the control of the teacher or the Association, such closing will not result in loss of pay if the teacher completes the school year in which the school closing occurred. The Board will make the election of whether such days will be made up by the scheduling of later school days. The Board will consult with the Association concerning the revised school calendar. The absence of teachers due to inclement weather or any other emergency beyond the control of the teacher or the Association will be treated as any other absence. The Board will provide a fifteen (15) day notification of any make-up day(s) caused by a district wide school closure, unless, the number of days remaining on the school calendar prevent such notice.

ARTICLE 19

GENERAL

Section A. If any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific article, section, or portion involved and shall not invalidate the remaining portions of this Agreement. The Parties agree that any article, section, or portion so set aside shall be the subject of negotiations with the intention of agreeing on substitute language. Such negotiations shall be strictly limited to the article, section, or portion held unlawful and unenforceable and shall be initiated on the request of either Party.

Section B. The Parties agree that there shall be no discrimination against any teacher because of race, creed, color, political affiliation, religion, national origin, sex, age, disability or marital status or because of membership or nonmembership or participation or nonparticipation in Association activities. There shall be no retaliation for participation in the grievance procedure.

Section C. Any notice to be given by one Party to the other under this Agreement shall be given by certified mail, telegram, registered mail, or receipted hand delivery. If given by the Board, said notice shall be sent to the Executive Director, Memphis Education Association, 126 Flicker, Memphis, Tennessee 38104. If given by the Association, said notice will be sent to the Director of Labor and Employee Relations, Board of Education, Memphis City Schools, 2597 Avery Avenue, Memphis, Tennessee 38112. Either Party may by like written notice change the address at which notice to it may be given.

Section D. The Board agrees to maintain safe and sanitary conditions in accordance with federal, state, and local laws and regulations in all work areas.

Section E. The Parties agree that professional dress within the confines of specific job expectations is a current expectation of all professional employees. It is the expectation that any concerns in this area will be handled at the school/building level first and if unresolved will be handled according to Article 7 of this Agreement.

ARTICLE 20
ACCIDENTS, ASSAULTS, AND PROPERTY DAMAGE

Section A. Accidents on the Job

1. The Board agrees to provide the following benefits to any professional employee who is disabled as the direct result of an accident which is suffered in the course of the professional employee performing the duties of employment with the Board:

During the first two (2) consecutive months of disability, professional employee(s) shall receive one hundred percent (100%) of their normal salary for those days normally scheduled to work. After the second consecutive month of disability, the professional employee shall be entitled to the appropriate regular sick leave pay for those days normally scheduled to work in accordance with Article 16, Leaves of Absence.

2. "Disability" as used herein shall mean the total inability of the professional employee to carry out his/her duties. The Board may require such proof of disability as it shall deem proper, including a medical examination by a physician who may be selected by the Board, including a physician practicing a particular specialty. Should the Board require such examination from a physician of its choosing, the examination will be paid for by the Board.
3. In order to qualify for benefits under this article, a professional employee must give notice on the day of the accident to the professional employee's immediate supervisor unless the professional employee is prevented by disability incurred as the result of the accident from giving such notice; in which event notice should be given as soon as possible. The Board will provide the professional employee with a copy of the accident report form. The Board will provide a copy to the professional employee of the response from Risk Management.
4. In the event of legislation requiring the Board to adopt a particular system of workers' compensation or should the Board decide to adopt a system of workers' compensation, such system shall be substituted for the provisions of this article.
5. The Board will pay for necessary and reasonable medical expenses for on-the-job injury sustained by any professional employee who is currently covered by the Board's group insurance plan provided such injury has resulted from causes other than personal or professional negligence and is not covered under Section C of this article. Where the fact of an on-the-job injury has been established, medical expenses shall include the reasonable and necessary repair or replacement of required prescription eyeglasses directly resulting from the injury, not to exceed three hundred-fifty dollars (\$350). Total payments by the Board for said medical expenses incurred following date of injury and not reimbursable through any personal or group insurance coverage the professional employee may have shall not exceed five thousand five hundred dollars (\$5,500) during such a period of time as is deemed necessary, but in no event shall the period of time exceed that stipulated under the provisions of the Workmen's Compensation Law of the State of Tennessee and amendments thereto. In computing hospital room costs, the allowance shall not exceed the semi-private rate unless the physician orders a private room. In case of said injury, the Board reserves the right to have the professional employee examined by a physician designated by the Board at such time or times as it may determine in its discretion to assist in ascertaining the nature and extent of disability attributed to the injury. Should the Board require such

examination from a physician of its own choosing, the examination will be paid for by the Board.

Section B. Physical Attack Upon Professional Employees

1. The Board agrees to provide the following benefits to any professional employee who is disabled as a result of a physical attack in the line of duty while on school premises, on approved field trips, or in the course of performing the duties of employment with the Board.

During the first twelve (12) months of disability, the professional employee shall receive one hundred (100%) of his or her normal salary for scheduled work days. After the first twelve (12) months of disability, the professional employee shall be entitled to the appropriate regular sick leave pay for scheduled work days in accordance with Article 16, Leaves of Absence. The Principal/Administrator in charge has the authority to contact the appropriate authorities in conjunction with MCS security if warranted.

2. "Disability" as used herein shall mean the total inability of the professional employee to carry out his or her duties. The Board may require that a certificate of a licensed physician, including a physician practicing a particular specialty, as designated by the Board, be furnished by the professional employee in all cases deemed proper by the Board. The Board may also require such certificate from a licensed physician of its own choosing. Should the Board require such examination from a physician of its own choosing, the examination will be paid for by the Board.
3. The Board will pay for necessary and reasonable medical expenses for personal injury in the amount of such expense incurred during the calendar year immediately following the date of injury and not reimbursable through any personal or group insurance coverage the employee may have, provided that the total payments by the Board for such medical expenses shall not exceed five thousand five hundred dollars (\$5,500). In computing hospital room costs, the allowance shall not exceed the semi-private rate unless the physician orders a private room. In case of such injury, the Board reserves the right to have the professional employee examined by a physician designated by the Board in its discretion to assist in ascertaining the nature and extent of disability attributed to the injury. Should the Board require such examination from a physician of its own choosing, the examination will be paid for by the Board.
4. In order to qualify for benefits under this section, a professional employee must give notice on the day of the occurrence to the professional employee's immediate supervisor unless the professional employee is prevented by disability incurred from the result of the occurrence from giving such notice, in which event notice should be given as soon as possible.
5. Nothing in this article shall supersede the Professional Employee's constitutional rights to self-defense.

Section C. Malicious Property Damage

The Board will reimburse a professional employee for cost of repairs or replacement of personal property damaged or destroyed in line of duty as a result of malicious acts and without the fault of the professional employee, provided, in the case of a vehicle, such vehicle is being used on authorized school system business or is parked or driven on or adjacent to school system premises or

at the site of authorized school system activities, and provided the following stipulations are applicable:

1. No reimbursement will be made for loss through theft of personal property or a vehicle or for damage resulting from collision of a vehicle, except that consideration will be given to claims resulting from theft of such parts of a vehicle as are essential to the functioning of said vehicle.
2. Maximum payment for any one loss will not exceed three hundred dollars (\$300), except in the case of a vehicle, where maximum payment will not exceed five hundred dollars (\$500).
3. Depreciation will be prorated on all claims.
4. In order to qualify for reimbursement under this section, notice must be given to the professional employee's immediate supervisor on the day of the occurrence. The professional employee shall make a good faith effort to give such notice on the day of the occurrence; however, if it is impossible to give such notice on the day of the occurrence, notice shall be given as soon as possible. The professional employee must present a written statement to the Board within ten (10) calendar days of the occurrence stating the circumstances of loss and the repair or replacement cost.

Section D. A Board of Appeal established for the decision of cases coming under this article will determine all questions of fact and interpretation arising under accident on the job, physical assault and malicious property damage. The Professional employee will be entitled to appear before such Board of Appeal. The Association may be present at the Board of Appeal at the request of the professional employee. The decision of the Board in regard to Sections A, B, and C of this article shall not be subject to grievance or arbitration.

Section E. The use of personal automobiles by professional employees to transport children on approved activities shall not be required by the Board. However, if a professional employee's personal automobile is voluntarily used for approved events and the use has been authorized by the appropriate supervisor, the professional employee shall be covered by the Board's limits of liability as governed by the Governmental Tort Liability Act (GTLA), T.C.A. 29-20-101. The professional employee's own liability insurance shall be primary to limits of the coverage. The Board's coverage shall be secondary.

When a professional employee is driving a Board-owned or leased vehicle, the professional employee shall be covered under the GTLA.

ARTICLE 21

RETIREMENT

All professional employees hired during the life of this Agreement shall be enrolled in the Tennessee Consolidated Retirement System, except for those professional employees who are rehired by the Board and who have retained membership in the Memphis Local Retirement System. All professional employees enrolled in either the Memphis Local Retirement System or the Tennessee Consolidated Retirement System shall be subject to the terms and conditions as specified by the applicable system. Controversies under either retirement system which arise from matters that are the responsibility of the Tennessee Consolidated Retirement System or the Memphis Local Retirement System shall be resolved according to the terms and conditions as specified by the

applicable system. Responsibilities of the Board are to be limited to notification, enrollment procedures, and transmittal of retirement contributions.

ARTICLE 22

NEGOTIATING PROCEDURES

During negotiation of a successor agreement provided for in Article 28, Length of Agreement, the Parties agree to bargain in good faith. Each Party has the responsibility for selecting the members of its own negotiating team from within or outside of the Memphis City School System. Neither Party shall have any control over the selection of the other Party's team. Neither team shall exceed twelve (12) persons. The Parties pledge that the members selected by each shall be clothed with all the necessary power and authority to present and to consider proposals, to make concessions in the course of negotiations, and to reach agreement, subject to ratification by each Party.

ARTICLE 23

WORK STOPPAGE

There shall be no slowdown, work by rule, work actions, strike, picketing, boycott, or other stoppage of, suspension of, or interference with the Board's work or business. The Board agrees that it will not cause or engage in any lockout for the duration of this Agreement.

ARTICLE 24

EFFECT OF AGREEMENT

The Parties acknowledge that during negotiations which resulted in this Agreement each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. The Parties, therefore, agree that negotiations will not be reopened on any item contained in this Agreement during the life of this Agreement except as specifically provided in Article 19, General, Section A.

ARTICLE 25

MANAGEMENT RIGHTS

To hire, transfer, reassign, lay off, promote, dismiss or demote professional employees, and to determine their qualifications therewith, and the conditions for their continued employment; to exercise executive, management and administrative control, and authority of the school system properties, facilities, students, and professional employees; to establish, change or modify methods, curriculum, schedules, techniques, machines, extracurricular activities, processes, means and ends; the duties, responsibilities, evaluation, and assignment of professional employees; to increase, decrease or discontinue operations, programs or facilities in whole or in part; to contract, subcontract, transfer, lease, assign or convey services performed by professional employees in the bargaining unit in whole or in part; to establish, change, or modify daily, weekly, term or yearly professional employee schedules; the number, qualification, location, and disposition of professional employees; to establish, change, or modify, and enforce school regulations and Board policies and

procedures are among the sole prerogatives of the Board, provided that no actions shall be inconsistent with the provisions of this Agreement. Provided further, that all rights and powers possessed by the Board prior to the execution of this Agreement and not specifically waived herein shall be retained exclusively by the Board.

ARTICLE 26
INSURANCE

Section A. The Board Group Insurance shall be maintained by the Board. The Insurance Program shall not be subject to the grievance procedure.

Section B. Participation in the Group Insurance Program (Health and/or Life) under this article shall be at the option of each professional employee.

Section C. The premium for the Insurance Program provided under this article for professional employee coverage shall be paid in the following ratio:

Effective January 1, 2010

<u>Individual Coverage</u>		<u>Family Coverage</u>	
Board:	80%	Board:	70%
Employee:	20%	Employee:	30%

The Board will contribute the same percentage amount to any Health Maintenance Organization offered to professional employees as it does to the Board Group Health Insurance Plan. During the term of this Agreement, the stop loss and deductible (maximum out of pocket) for each plan will remain at the current rate.

Section D. The Group Life Insurance for each professional employee shall be increased to a total of two (2) times the annual salary of said professional employee as of January 1 of each year to the nearest thousand dollars.

Section E.

1. The Board shall continue to pay its share of the premium for the insurance program under this article for a professional employee on a paid leave of absence.
2. Insurance benefits under this article shall continue through the balance of the contractual year for a professional employee who has exhausted accrued sick leave, provided the professional employee pays the full premium to the Board in advance on a monthly basis.
3. Professional employees on a non-paid leave for one (1) month or longer shall have the option to continue the insurance program under this article by paying the full premium to the Board in advance on a monthly basis.
4. Professional employees on a non-paid approved FMLA leave shall have the option to continue insurance under this article at the active rate for the duration of the approved FMLA leave.
5. Laid-off professional employees shall have the option to continue the insurance program under this article for up to one (1) year from the date of layoff by paying the full premium to

the Board in advance on a monthly basis.

Section F. Professional employees shall have the option of selecting one of the following group health insurance program(s) offered by the Board. Once a professional employee exercises this option, membership in the program selected shall continue to the subsequent January 1. Notification of changes for subsequent years shall be made by notifying the Division of Benefits and Compensation during the open enrollment on the forms provided by the Board.

Option A. Network Only

Option B. Board Basic Group Insurance

Option C. Co-Pay PPO

Section G. The Board shall provide a dental insurance plan maintained by the Board as a supplement to and under the terms and conditions of the Board Group Insurance Plan.

Section H. Upon retirement employees shall have the option to continue to participate in the Board Basic Group Health Insurance Plan as a retiree under the terms, conditions and rules as established by the Board. No matter respecting the retiree's group health insurance plan shall be subject to the grievance procedure.

Section I. It is understood the Board may solicit proposals for any of the existing health insurance plan(s) that may replace the existing health insurance plan(s). In the event the Board changes any of the existing health insurance providers, the changes in coverage and providers will be reviewed with the Association.

Section J. The Board and the Association agree to establish a joint committee to review cost containment measures and procedures of the group health insurance program(s). The committee will consist of five (5) persons selected by the Association and five (5) persons selected by the Board.

In the event the committee recommends cost containments of a substantial nature, the committee may review the possibility of additional benefits if benefits are financially feasible.

ARTICLE 27

COMPENSATION

Section A. The salaries of teachers covered by this Agreement are set forth in Appendix D which is attached to and incorporated in this Agreement.

Section B. Teachers involved in supplement activities set forth in Appendices F, G, and H, which are attached to and incorporated in this Agreement, shall be compensated within the provisions thereof.

Section C. New or Former Teachers

1. New or former teachers entering the system will be placed on the beginning step of the appropriate salary schedule. Upon verification of creditable teaching experience, degree(s) earned, and/or military service filed in the Department of Human Resources on or before the first day of work, the teachers' salaries will be adjusted to the applicable step on the appropriate salary schedule. If such verification is filed subsequent to the first day of work,

any applicable salary adjustments will become effective retroactive to the appropriate date subject to verifiable proof presented to the Department of Human Resources prior to June 30th.

2. The criteria and method for calculating creditable prior service and training will be the same as those used by the State Department of Education. In determining the applicable step on the Salary Schedule, credit for prior teaching and/or military service will be allowed as indicated in the column below entitled "Other Service, Number of Years." The maximum amount of creditable military service is five years.

<u>OTHER SERVICE, NO. OF YEARS</u>	<u>MEMPHIS PLACEMENT</u>
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10 and over	10

3. No person entering the system for the first time may begin above the tenth step on the schedule, with the following exceptions: Shelby County teaching service shall be considered as Memphis City School service rather than prior service when such teachers enter the Memphis City School System by annexation, but not otherwise.

Section D. Reevaluation

The service of any employee (prior plus Memphis City School service earned after July 1) will be re-evaluated in July following employment if it would be monetarily beneficial to the employee.

Section E. Change in Position on Salary Schedule

1. In the event of a change in training status of a teacher during the school year, the applicable numerical service step on the Memphis salary schedule will be applicable upon filing in the Department of Human Resources an amended teaching certificate that verifies the acceptance of the additional training by the State Department of Education and an official transcript reflecting the degree and the date of confirmation. The effective date of salary change will be at the end of the college semester or quarter, or the date all requirements were met for receiving the degree if they were met prior to one month or more before the date of graduation. These salary adjustments are not retroactive beyond the current fiscal school year.

Section F. The Board shall provide newly hired teachers the option of a gross check of five hundred dollars (\$500) at the end of the first two (2) weeks of school, and the balance of the first check will be paid at the regular pay period.

Section G. Effective each school year, teachers shall be paid an annual salary prorated on a twice-a-

month basis under the plan outlined below:

Ten (10) month teachers shall receive equal gross pay checks issued twice a month on or before the first (1st) and on or before the fifteenth (15th) of each month over a period of twelve months.

Section H. Professional employees other than ten (10) month teachers, who are employed on a ten (10) month, eleven (11) month, or twelve (12) month calendar basis will receive their paychecks on a biweekly basis over the number of months that they are employed.

Section I. Professional employees may elect to have their paycheck direct deposited into the Memphis Area Teachers Credit Union or local area bank account(s) of the professional employee.

Section J. The salary of the teachers and Support/Mental Health Center Professionals covered by this Agreement as set forth in Appendix D indicates salary for ten (10) month teachers and is the monthly salary for a ten (10) month period. Eleven (11) and twelve (12) month teachers and Support/Mental Health Center Professionals shall have their salaries prorated proportionately.

Section K. The salaries for supervisors covered by this Agreement are set forth in Appendix D which indicates monthly salaries for ten (10) month teachers. Supervisors shall have their salaries prorated on a biweekly basis over the number of months worked by each employee. In addition to the salaries as set forth in Appendix D, supervisors shall receive a two thousand five hundred dollar (\$2,500) annual salary supplement for performing the duties of a supervisor.

Section L. The salaries for principals and assistant principals covered by this Agreement are set forth in Appendix E. These salaries shall be prorated proportionately over the number of months worked by the employee and paid on a biweekly basis. The principals' salaries are indexed from the teachers' salary schedule MA + 45 degree, step 15. The assistant principals' salaries are indexed from the teachers' salary schedule MA degree, step 15.

Section M. Principals work year will be twelve (12) months, as established by the Board. It is recognized that the Board has the sole discretion and authority to establish, change or modify, weekly, term or yearly work schedules.

Section N. In the event the teacher's salary schedule as set forth in Appendix D goes below the Shelby County salary schedule on any step during the term of the Agreement, the Parties agree to meet, discuss, and renegotiate Appendix D.

Section O. Professional employees who currently receive mileage reimbursement for driving personal automobiles on school business will continue to receive such reimbursement at the rate established by the Board.

Section P. When a professional employee is absent, a substitute should be secured to cover the class.

Section Q. The Parties agree to reopen for negotiations Appendix D (Salary Schedules) for the third year of this Agreement. The Association may select one Article in the Agreement to be re-opened in addition to Appendix D. The Parties agree to meet and discuss the possible adjustment of Appendix D for the second year of this Agreement if additional funds exist.

ARTICLE 28

LENGTH OF AGREEMENT

This Agreement shall be effective July 1, 2009, and shall remain in effect through June 30, 2012, and from year to year thereafter unless at least sixty (60) days prior to the expiration date of this Agreement or any anniversary thereof notice by registered or certified mail is given by either Party of the desire to terminate, modify, or amend this Agreement.

Executed this ____ day of _____, 20__.

**Board of Education
Memphis City Schools**

Memphis Education Association

**RECOGNITION
APPENDIX A**

The following positions constitute all positions included within Article 2, Recognition, of this Agreement for the purpose of collective bargaining between the Board and the Memphis Education Association.

Teachers

Attendance Teacher
Classroom Teacher
Consumer Home Economics Teacher
Contract Teachers (Less than full-time on contract to teach with prorated salary)
Education Resource Specialist
Instructional Facilitator
Librarian
Permit Teacher
Professional School Counselor
ROTC Instructor
Special Education Resource Specialist
Special Education Teacher
Teacher on Assignment
Vocational Teacher

Instructional Supervisors

Adult Basic Education Consultant
Adult Education Supervisor
Adult Vocational Education Consultant
Adult Vocational Education Supervisor
Alternative Certification Supervisor
Art Specialist
Business/Office Technology Supervisor
Coordinator, Alternative Instruc. Strategies
Driver Education Supervisor
Elementary Supervisor
ESL Supervisor
Family and Consumer Science Supervisor
Foreign Language Specialist
Guidance Supervisor - Elementary
Guidance Supervisor – Middle/Jr.
Guidance Supervisor - Secondary
Health Science Ed./Cosmetology Supervisor
Individualized Math Supervisor
Industrial Education Supervisor
Language Arts Supervisor

Instructional Supervisors (continued)

Library Services Supervisor
Marketing Education Supervisor
Math Supervisor
Micro Computer Supervisor
Music Specialist
P.E./Wellness Specialist
Reading Improvement Supervisor
Science Specialist
Science Supervisor
Social Studies Supervisor
Special Education Supervisor
Technology Education Supervisor Trade

Principals

Principal
Specialty Principal

Assistant Principals

Assistant Principal

Support/Mental Health Center Professionals

Alcohol/Drug Counselor
Alcohol/Drug Prevention Coordinator
Audiologist
Community Resource Liaison
Homemaker – Social Worker
Occupational Therapist
Physical Therapist
Prevention/Intervention Supervisor
Prevention/Intervention Specialist
School Psychologist
Social Work Supervisor
Social Worker
Speech Therapist
Supervising Psychologist

**APPENDIX B
GRIEVANCE FORM**

Case # _____

UniServ Director _____

Teacher or
Specialist Name _____ Location _____

Assignment _____
Job Title, Grade(s), and Subject(s)

Step 1

Date of violation _____ Date grievance filed _____

Nature of grievance _____

Specific provision(s) violated _____

Specific relief sought _____

Association Representation Desired:

Yes No

Signature of Employee

Disposition by Principal or Division Director

Date received _____ Date meeting set _____

Response _____

Copy to:

Superintendent's Designated Representative

Regional Superintendent

Signature of Principal/Director (Date)

Grievance resolved:

Yes No

Appealed to Step 2 Yes No

Signature of Employee and/or Association Representative (Date)

Copy to: Association Office (to be provided by Grievant) MEA, Route 1

Step 2

Disposition by Regional Superintendent or Executive Director

Date received _____ Date meeting set _____

Response _____

Copy to:
Superintendent's Designated Representative _____
Principal or Division Director _____ Signature _____ (Date) _____

Grievance resolved:
Yes No Appealed to Step 3 Yes No

Signature of Employee and/or Association Representative _____ (Date) _____

Copy to: Association Office (to be provided by Grievant), MEA, Route 1

Step 3

Disposition by Superintendent or Designated Representative

Date received _____ Date meeting set _____

Response _____

Copy to:
Regional Superintendent _____
Principal or Division Director _____ Signature _____ (Date) _____

Grievance resolved:
Yes No Appealed to Step 4 Yes No

Signature of Employee and/or Association Representative _____ (Date) _____

Copy to: Association Office (to be provided by Grievant) MEA, Route 1

Request for arbitration due: _____ Date _____

Request submitted: _____ Date _____

List of arbitrators received: _____ Date _____

Selection Due: _____ Date _____

Selection Made: _____ Date _____

APPENDIX C
ASSOCIATION GRIEVANCES

The Parties agree that the intent of Section B, Article 3, of the Agreement is as follows:

1. A teacher or Support/Mental Health Center Professional may file a grievance for himself/herself only; the teacher or Support/Mental Health Center Professional may not file for a group or a class of teachers or Support/Mental Health Center Professionals.
2. A grievance filed by a teacher or Support/Mental Health Center Professional must be limited to allegations of a violation or misapplication of the Agreement, which involves a direct personal right or affects him/her directly and personally.
3. A teacher or Support/Mental Health Center Professional may not file grievances involving rights or processes relating to Association matters such as alleged failure to permit entry into the school by a staff representative, failure to remit dues, use of facilities, matters concerning the establishment or nonestablishment or operation of committees.
4. The President of the Association may file grievances as a teacher or Support/Mental Health Center Professional as provided in (1) and (2) above. He/she may also file as the President, in which case he/she may file the type of grievance listed in (3) above.

By mutual agreement between the Association and the Superintendent's designated representative, the President of the Association may file an Association grievance on behalf of a group of teachers or on behalf of a group of Support/Mental Health Center Professionals.

The President may not file a complaint for a principal, assistant principal or instructional supervisor.

5. An Association grievance as described in No. 3 above directly affecting a single school shall be presented at Step 1 of the grievance procedure. All other Association grievances shall be initiated at Step 3 of the grievance procedure.

**APPENDIX D
MONTHLY SALARY SCHEDULES
TEACHERS - 10 MONTHS**

Effective July 1, 2009

Salary Grades

	300	310	316	330	340
Step	B.A. DGRE	M.A. DGRE	MA+45 DGRE	ED.S. DGRE	PH.D. DGRE
0	\$4,025.67	\$4,352.29	\$4,689.83	\$4,755.86	\$4,930.78
1	\$4,107.80	\$4,453.70	\$4,807.70	\$4,874.77	\$5,043.44
2	\$4,207.80	\$4,551.42	\$4,919.88	\$4,986.66	\$5,155.25
3	\$4,301.21	\$4,645.36	\$5,029.66	\$5,096.72	\$5,264.89
4	\$4,388.65	\$4,740.65	\$5,149.93	\$5,217.24	\$5,390.89
5	\$4,466.04	\$4,821.83	\$5,245.04	\$5,309.17	\$5,485.36
6	\$4,575.66	\$4,938.19	\$5,379.62	\$5,444.55	\$5,620.47
7	\$4,631.74	\$4,997.64	\$5,469.79	\$5,537.73	\$5,706.58
8	\$4,722.98	\$5,097.15	\$5,577.53	\$5,647.37	\$5,814.06
9	\$4,766.32	\$5,144.55	\$5,645.21	\$5,713.92	\$5,922.44
10	\$4,861.77	\$5,248.36	\$5,761.07	\$5,827.22	\$5,999.36
11	\$4,993.99	\$5,388.68	\$5,934.22	\$5,997.19	\$6,173.64
12	\$5,114.13	\$5,508.45	\$6,064.51	\$6,134.11	\$6,301.53
13	\$5,236.09	\$5,626.72	\$6,208.63	\$6,274.42	\$6,450.98
14	\$5,350.01	\$5,753.09	\$6,337.26	\$6,406.97	\$6,573.41
15	\$5,472.33	\$5,868.94	\$6,477.35	\$6,546.05	\$6,716.64
16	\$5,472.33	\$5,868.94	\$6,477.35	\$6,546.05	\$6,716.64
17	\$5,472.33	\$5,868.94	\$6,477.35	\$6,546.05	\$6,716.64
18	\$5,658.51	\$6,063.33	\$6,684.04	\$6,754.14	\$6,928.06

**APPENDIX D
MONTHLY SALARY SCHEDULES
TEACHERS - 10 MONTHS**

Effective July 1, 2010

Salary Grades

	300	310	316	330	340
Step	B.A. DGRE	M.A. DGRE	MA+45 DGRE	ED.S. DGRE	PH.D. DGRE
0	\$4,065.93	\$4,395.81	\$4,736.73	\$4,803.42	\$4,980.09
1	\$4,148.88	\$4,498.24	\$4,855.78	\$4,923.52	\$5,093.77
2	\$4,249.88	\$4,596.92	\$4,969.08	\$5,036.53	\$5,206.80
3	\$4,344.22	\$4,691.81	\$5,079.96	\$5,147.69	\$5,317.54
4	\$4,432.54	\$4,788.06	\$5,201.43	\$5,269.41	\$5,444.80
5	\$4,510.70	\$4,870.05	\$5,297.49	\$5,362.26	\$5,540.21
6	\$4,621.42	\$4,987.57	\$5,433.42	\$5,499.00	\$5,676.67
7	\$4,678.06	\$5,047.62	\$5,524.49	\$5,593.11	\$5,763.65
8	\$4,770.21	\$5,148.12	\$5,633.31	\$5,703.84	\$5,872.20
9	\$4,813.98	\$5,196.00	\$5,701.66	\$5,771.06	\$5,981.66
10	\$4,910.39	\$5,300.84	\$5,818.68	\$5,885.49	\$6,059.35
11	\$5,043.93	\$5,442.57	\$5,993.56	\$6,057.16	\$6,235.38
12	\$5,165.27	\$5,563.53	\$6,125.16	\$6,195.45	\$6,364.55
13	\$5,288.45	\$5,682.99	\$6,270.72	\$6,337.16	\$6,515.49
14	\$5,403.51	\$5,810.62	\$6,400.63	\$6,471.04	\$6,639.14
15	\$5,527.05	\$5,927.63	\$6,542.12	\$6,611.51	\$6,783.81
16	\$5,527.05	\$5,927.63	\$6,542.12	\$6,611.51	\$6,783.81
17	\$5,527.05	\$5,927.63	\$6,542.12	\$6,611.51	\$6,783.81
18	\$5,715.10	\$6,123.96	\$6,750.88	\$6,821.68	\$6,997.34

**APPENDIX E
Principals**

Bi-Weekly Salary and Indices

Effective July 1, 2009 and July 1, 2010

The Elementary, Junior/Middle, and Senior High Principals salary schedules are indexed from the Teacher schedule, M.A. +45, Step 15.

The Specialty Principal salary schedule is indexed from the Teacher semi-monthly, M.A. +45, Step 15.

	ELEM. PRIN.	JR./MIDDLE HI. PRIN.	SR. HI. PRIN.	SPLTY. PRIN.
	SALARY GRADES	SALARY GRADES	SALARY GRADES	SALARY GRADES
STEP	636-648	654-666	672-688	690
0	1.073	1.094	1.279	0.9186
1	1.102	1.131	1.320	0.9425
2	1.131	1.169	1.360	0.9668
3	1.160	1.207	1.401	0.9907
4	1.189	1.244	1.442	1.0151
5	1.218	1.282	1.483	1.0394
6	1.247	1.319	1.523	1.0633
7	1.276	1.357	1.564	1.0872
8	1.305	1.395	1.605	1.1106
9	1.334	1.433	1.646	

Membership

Membership 1-499, maximum Step 6

Membership 500-999, maximum Step 7

Membership 1000-1399, maximum Step 8

Membership 1400+, maximum Step 9

Specialty Principals

Shrine

Avon Lenox

Program Manager

Pyramid Academy

Middle College High School

Career & Technology Centers

APPENDIX E

**ASSITANT PRINCIPALS
BI-WEEKLY SALARY INDICES**

Assistant Principals index from the Teacher annual salary schedule, M.A., Step 15

Elementary Assistant Principal, Salary Grade 624, 2009 - 2011

Step	Index
0	1.069
1	1.112
2	1.133
3	1.165
4	1.197
5	1.229

Secondary Assistant Principals, Salary Grade 630, 2009-2011

Step	Index
0	1.086
1	1.118
2	1.15
3	1.182
4	1.213
5	1.245
6	1.277

Secondary Assistant Principals include Vo-Tech, Assistant, and Residential Training Center Manager.

APPENDIX F

Agreement between the Board of Education of the Memphis City Schools, Memphis, Tennessee and the Memphis Education Association, an affiliate of the Tennessee Education Association and the National Education Association.

During the terms of this agreement of which this Appendix F is a part, teachers assigned to coaching, band/choir directing, yearbook and cheerleading activities in programs approved by the Superintendent will receive compensation in accordance with the schedule below:

**Senior High Schools
2009 – 2012**

<u>MAJOR COACHING ASSIGNMENTS</u>	<u>0-5</u>	<u>6-10</u>	<u>Over 10</u>
ATHLETIC DIRECTOR			
7-12	\$2,396	\$2,539	\$2,934
9-12	\$2,042	\$2,131	\$2,386
FOOTBALL			
HEAD COACH	\$2,095	\$2,459	\$3,563
ASSISTANT COACH	\$1,256	\$1,577	\$2,537
BASKETBALL			
HEAD COACH	\$2,095	\$2,459	\$3,563
ASSISTANT COACH	\$1,256	\$1,577	\$2,537
BASEBALL, SOFTBALL			
HEAD COACH	\$1,256	\$1,577	\$2,537
ASSISTANT COACH	\$703	\$725	\$819
TRACK			
HEAD COACH	\$1,256	\$1,577	\$2,537
ASSISTANT COACH	\$703	\$725	\$819
BAND DIRECTOR	\$2,095	\$2,459	\$3,563
VOLLEYBALL	\$1,256	\$1,577	\$2,537
ASSISTANT COACH	\$703	\$725	\$819
CHEERLEADER SPONSOR	\$1,380	\$1,583	\$1,835
<u>MINOR SPORTS/SPONSOR ASSIGNMENTS</u>			
GOLF, TENNIS	\$358	\$397	\$518
SWIMMING	\$354	\$372	\$415
CHOIR DIRECTOR	\$179	\$368	\$941
CROSS COUNTRY	\$431	\$451	\$518
YEARBOOK SPONSOR	\$179	\$182	\$206
DRAMA/SPEECH SPONSOR	\$179	\$429	\$1,187
WRESTLING	\$431	\$919	\$2,372
INDOOR TRACK	\$431	\$443	\$456
SOCCER	\$660	\$964	\$1,985
CERTIFIED TRAINER	\$1,256	\$1,577	\$2,537
BOWLING	\$358	\$397	\$518

APPENDIX G

Agreement between the Board of Education of the Memphis City Schools, Memphis, Tennessee and the Memphis Education Association, an affiliate of the Tennessee Education Association and the National Education Association.

During the terms of this agreement of which this Appendix G is a part, teachers assigned to coaching, band/choir directing, yearbook and cheerleading activities in programs approved by the Superintendent will receive compensation in accordance with the schedule below:

**Junior High Schools
2009 – 2012**

<u>MAJOR COACHING ASSIGNMENTS</u>	<u>0-5</u>	<u>6-10</u>	<u>Over 10</u>
ATHLETIC DIRECTOR	\$1,626	\$1,686	\$1,894
FOOTBALL			
HEAD COACH	\$1,256	\$1,577	\$2,537
ASSISTANT COACH	\$824	\$1,001	\$1,529
BASKETBALL			
HEAD COACH	\$1,256	\$1,577	\$2,537
BASEBALL, SOFTBALL			
HEAD COACH	\$703	\$725	\$819
ASSISTANT COACH	\$348	\$358	\$409
TRACK			
HEAD COACH	\$703	\$725	\$819
BAND DIRECTOR	\$1,256	\$1,577	\$2,537
VOLLEYBALL	\$703	\$725	\$819
ASSISTANT COACH	\$354	\$362	\$409
CHEERLEADER SPONSOR	\$1,129	\$1,323	\$1,452
<u>MINOR SPORTS/SPONSOR ASSIGNMENTS</u>			
GOLF	\$275	\$285	\$294
YEARBOOK SPONSOR	\$143	\$149	\$173
CHOIR DIRECTOR	\$143	\$149	\$173
SOCCER	\$497	\$509	\$526
TENNIS	\$275	\$285	\$302
SWIMMING	\$275	\$285	\$302

APPENDIX H

Agreement between the Board of Education of the Memphis City Schools, Memphis, Tennessee and the Memphis Education Association, an affiliate of the Tennessee Education Association and the National Education Association.

During the terms of this agreement of which this Appendix H is a part, teachers assigned to coaching, band/choir directing, yearbook and cheerleading activities in programs approved by the Superintendent will receive compensation in accordance with the schedule below:

**Middle Schools
2009 – 2012**

<u>MAJOR COACHING ASSIGNMENTS</u>	<u>0-5</u>	<u>6-10</u>	<u>Over 10</u>
ATHLETIC DIRECTOR	\$1,626	\$1,686	\$1,894
FOOTBALL			
HEAD COACH	\$1,256	\$1,577	\$2,537
ASSISTANT COACH	\$824	\$1,001	\$1,529
BASKETBALL			
HEAD COACH	\$1,256	\$1,577	\$2,537
BASEBALL, SOFTBALL			
HEAD COACH	\$703	\$725	\$819
ASSISTANT COACH	\$348	\$358	\$409
TRACK			
HEAD COACH	\$703	\$725	\$819
BAND DIRECTOR	\$1,256	\$1,577	\$2,537
VOLLEYBALL	\$655	\$677	\$767
ASSISTANT COACH	\$354	\$362	\$409
CHEERLEADER SPONSOR	\$1,129	\$1,323	\$1,452
<u>MINOR SPORTS/SPONSOR ASSIGNMENTS</u>			
GOLF	\$275	\$285	\$294
YEARBOOK SPONSOR	\$143	\$149	\$173
CHOIR DIRECTOR	\$143	\$149	\$173
SOCCER	\$497	\$509	\$526
TENNIS	\$275	\$285	\$302
SWIMMING	\$275	\$285	\$302

APPENDIX I

Agreement between the Board of Education of the Memphis City Schools, Memphis, Tennessee and the Memphis Education Association, an affiliate of the Tennessee Education Association and the National Education Association.

During the terms of this agreement of which this Appendix I is a part, teachers assigned to mentoring and telecommunication managers in programs approved by the Superintendent and national board certified teachers will receive compensation in accordance with the schedule below:

Academic Supplement 2009 – 2012

	<u>0-5</u>	<u>6-10</u>	<u>Over 10</u>
CERTIFIED TEACHER MENTORS	\$700	\$700	\$700
NATIONAL BOARD CERTIFICATION	\$6,000	\$7,000	\$10,000
TELECOMMUNICATIONS	\$2,033	\$2,387	\$3,457
HONOR SOCIETY	\$300	\$300	\$300
STUDENT COUNCIL	\$300	\$300	\$300
HOSA	\$300	\$300	\$300

APPENDIX J

**BIWEEKLY SALARY SCHEDULES
PHYSICAL/OCCUPATIONAL THERAPIST**

STEP	2009	2010
0	\$2,052	\$2,093
1	\$2,193	\$2,237
2	\$2,338	\$2,385
3	\$2,478	\$2,528
4	\$2,621	\$2,673
5	\$2,769	\$2,824
6	\$2,910	\$2,968

APPENDIX K

Evaluation Appeal Form

UniServ Director: _____

Case Number: _____

Please Type or Print

Teacher or
Specialist Name: _____

Location: _____

Assignment: _____
Grade(s), Subject(s) and Job Title

Years at Present Location: _____ Years in Memphis City Schools: _____

Previous Location: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Principal/Evaluator: _____

I want to appeal my summative evaluation.

Signature _____ Date _____

This form is to be submitted to the Memphis Education Association for review. The Memphis Education Association will forward the appeal to the Labor Relations Division of the Memphis City Schools as appropriate.

Letter of Intent
School-Based Decision Making

- A. School-based decision making generally refers to how certain local policy decisions are made at the school site, taking into consideration the respective interests, roles, and responsibilities of the site administrator, the faculty, the parents/community, students, other employees, and the mission of the Memphis City Schools. The School Leadership Council exists to facilitate the improvement of student learning. The development, approval, and monitoring of the school's improvement plan, therefore, will be a major responsibility of the Council. This would require a focus on beliefs, mission, vision, and strategic goals of the Memphis City Schools. The Council may participate in other pertinent decisions, such as the restructuring of time, space, personnel, and budget.
- B. Each school shall establish the school Leadership Council. The guidelines for the makeup of the School Leadership Council have been developed by the Board. The Board will discuss and receive the Association's input on any changes to these guidelines. It shall be the responsibility of the Council to develop and submit to the Board bylaws that will include Council duties, election procedures, recall of Council members, length of terms, amendments to the bylaws, meetings, etc. An Association Representative shall be a member of the Council. It shall be the responsibility of the School Leadership Council to keep the faculty and school community informed of Council actions. The faculty will approve the bylaws by a majority vote.
- C. The Board has established guidelines for the School Leadership Council. A summary of these guidelines will be distributed to the local faculty and community members. The Board will discuss and receive the Association's input on any changes to these guidelines.
- D. The Board and the Association will jointly establish procedures to monitor and resolve problems or concerns regarding school-based decision making.
- E. The Board will provide training and support to the School Leadership Council to assist in performance of these duties.
- F. In the event that a decision is made to cease the school-based decision making model, the Board will discuss the need to cease the model with the Association.

Agreed to this _____ day of _____, 20____.

Board of Education
Memphis City Schools

Memphis Education Association

Letter of Intent

Substitutes: Librarians, Art, Music, P. E., World Language, and Computer Teachers

The issues of providing substitutes for librarians, art, P.E., music, world language, and computer teachers increasing planning time for elementary teachers were discussed during the 1994, 1997, 2000, 2003, 2006, and 2009 negotiations.

As a result, the Board will continue to make every attempt to provide substitutes beginning on the first day of absence for elementary librarians, elementary art, elementary music, elementary P.E. teachers, elementary world language, or elementary computer teachers in order to assist in providing planning time for elementary teachers.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Vacation and Holidays

This is to document that vacation accrual and holidays for bargaining unit members who accrue vacation was discussed between the Board and the Memphis Education Association during the 1997, 2000, 2003, 2006, and 2009 negotiations.

The Board agrees that the professional employees will accrue and carry over vacation in accordance with the Board's vacation policy.

Principals and assistant principals who are required to attend the Tennessee Academy of School Leaders will not be requested to take vacation to attend such meetings during the normal work year not to exceed ten (10) work days over five (5) years.

The Parties recognize that the Board has the authority to change or modify such schedules and policies. However, the Board has no plans to make such changes during the term of the Agreement.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Removal/Demotion of a Principal or Assistant Principal

In the event a principal or assistant principal is removed/demoted from a leadership position, the employee will be informed of the casual factors considered in the removal/demotion.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Secondary School Counselors

During the 2006 and 2009 negotiations, the Parties discussed the issue of Board support for secondary school counselors being budgeted for additional work days if feasible, practical, and within budgetary limitations in the expanded level budget.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Employee Support/(ISS)

The Parties support a school environment that is safe, orderly, focused on learning, and free from disruption. During the 2006 and 2009 negotiations, the Parties discussed the issue of Board support for professional employees who wish to pursue criminal charges against persons who assault them and the issue of In-School Suspension (ISS) at all locations.

The Parties agree to support the assaulted professional employee by providing space and time, if necessary and applicable, to meet with MCS Security and/or law enforcement authorities.

The Parties agree to support full implementation of a comprehensive school discipline plan at all locations by requesting through the budget process, funds to support ISS.

Agreed to this _____ day of _____, 20____.

Board of Education
Memphis City Schools

Memphis Education Association

Letter of Intent

Transfer and Assignment

1. To the extent feasible and practical, and within budgetary, technological, administrative constraints:
 - Teachers will be able to receive a receipt for position(s) for which they apply.
 - The five most senior teachers will be notified of their status.
 - Any of the five most senior teachers who are not eligible for a position will be notified.

2. During bargaining, time parameters to interview and select employees was discussed. It is understood that the expectation of the Board is that all interview and selection decisions happen in a timely fashion with proper notification following the close of the posting.

Agreed to this _____ day of _____, 20__.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Contract Issues

This is to confirm that the Board and the Association have mutually agreed to continue the following practices:

- Association Representatives at all work locations may be released one (1) hour early on each Representative Assembly Day.
- One day during the first week of school, the MEA Association Representatives shall be released to attend MEA/MCS sponsored in-service that meets the state guidelines.
- The MEA President may be allowed to be on the agenda and provided an opportunity to speak at all annual MCS new teacher orientation/institutes.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Labor Management Committee

During the 2009 negotiations, the Parties agree to continue to meet in a joint Labor Management Committee for the express purpose of discussing and resolving problems.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Principal, Assistant Principal, and Supervisors

During the 2009 negotiations, the Parties discussed principal, assistant principal, and supervisors' salaries. In the event finances become available, the Board agrees to review the possibility of increased compensation for principals, assistant principals, and supervisors.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

**National Board for Professional Teaching Standards
(National Board Certified Teachers)**

During the 2009 negotiations, the Parties discussed National Board Certified Teacher Supplements. Any National Board Certified Teacher certified after January 1, 2010, who has submitted the appropriate paperwork and has been verified by the Board, will be required to provide service in support of student achievement as mutually agreed to by the Parties. Thirty-five (35) hours will be required of the teachers with over ten (10) years experience. Those teachers with six (6) to ten (10) years experience will be required to provide twenty-five (25) hours. Those teachers with zero (0) to five (5) years experience will be required to provide ten (10) hours of service.

Teachers initially certified prior to January 1, 2010, and who have submitted the appropriate paperwork and have been verified by the Board, will provide ten (10) hours of service as indicated above.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Supplements

During the 2009 negotiations, the Parties discussed supplements as it pertains to adding supplement areas. If funds become available, the Board will meet with the Association to determine which, if any, supplement areas will be added.

Current priorities are:

1. Assistant Coach for middle/junior track and basketball.
2. Majorette Sponsor.
3. Flag Sponsor.
4. Assistant Coach for middle/junior football.
5. Pom Pom Sponsor.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

State Income Taxes

The Parties agree to meet and discuss the possibility of the Board of Education deducting appropriate state income taxes for employees who reside in a state that collects a state income tax and forwarding them to the appropriate state agencies when and if the Board has the capabilities to do so.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

Personnel Files

During the 2009 negotiations, the Parties discussed the issue of anonymous complaints.

The Parties agree that anonymous complaints will not be included as a part of the employee's personnel file as outlined in Article 10, Section A, Part 1.

Agreed to this _____ day of _____, 20____.

Board of Education
Memphis City Schools

Memphis Education Association

Letter of Intent

Beginning Administrator License

The Parties agree to review all MCS school district positions that are required to have a Beginning Administrator License (BAL).

The Parties will mutually agree to those positions that will be added to the Agreement between the Parties in Appendix A.

Agreed to this _____ day of _____, 20__.

**Board of Education
Memphis City Schools**

Memphis Education Association

Letter of Intent

ROTC Instructors

The Parties agree that the ROTC Instructors salary schedule will be the schedule as dictated by the federal agency overseeing said wages and shall not be subject to bargaining or used in any way to establish a baseline or comparison for other bargaining unit wages.

Agreed to this _____ day of _____, 20____.

**Board of Education
Memphis City Schools**

Memphis Education Association

