

**2009-2010 Educational  
Agreement  
Metropolitan Nashville  
Board of Public Education**

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## INTRODUCTION

The provisions included in this edition of the *Educational Agreement* represent the cumulative results of several years of negotiations between the Metro Nashville Education Association and the Board of Education of the Metropolitan Nashville Public Schools. As a group they represent a mutual agreement between the certificated employees and the Board of Public Education.

Each summer new provisions and/or modifications of earlier provisions are incorporated into the agreement based on negotiations sessions, which take place the preceding spring. The representatives of the Board of Education and MNEA are dedicated to fully implementing the policies in this agreement. Both parties recognize that these policies are imperfect and are committed to further improvements, which will benefit teachers, the system and ultimately the students of Metro Nashville.

It is hoped that you will keep this booklet available for ready reference throughout the 2009-2010 school years.

### **Approval of Agreement**

This document was ratified by the Metropolitan Nashville Education Association on, June 8, 2009 and by the Metropolitan Board of Public Education on June 9, 2009.

Approved by



David Fox, Chair  
Metropolitan Nashville Board of Education



Erick E. Huth Ed. D., President  
Metropolitan Nashville Education Association

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## ARTICLE I

### PLAN FOR THE NEGOTIATIONS COUNCIL

#### A. PREAMBLE

The Board of Education of Metropolitan Nashville Public Schools (MNPS) hereinafter referred to as "Board" and the Metropolitan Nashville Education Association (MNEA) which represents a majority of the certificated employees, hereinafter referred to as "Association" do hereby agree that the welfare of the children of the Metro School System is paramount in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

#### B. RECOGNITION

1. The Association recognizes the Board as the legally appointed representative of the people of Nashville-Davidson County and as the employer of the certificated personnel of the MNPS.
2. The Board recognizes the Association as representative of the certificated personnel employed by the Board, provided, however, that nothing contained herein shall prohibit any employee from appearing before the Board on his or her own behalf.
3. The purpose of this recognition is the mutual agreement that the parties will cooperate with regard to all matters of common concern and use professional and educational channels in reaching agreements.
4. The rights granted herein to the Association shall remain in effect for such time as the Association remains the recognized "professional employees' organization." Such rights shall not be granted or extended to any other professional organization (as defined in TCA 49-5-602 (12)) for the recognition period. (2006)

#### C. DEFINITIONS

1. "Employee" and "Teacher"--The terms "employee" and "teacher" shall be used interchangeably and shall include teachers, assistant principals, principals, supervisors, directors, and all other certificated personnel of the Board, unless otherwise indicated or differentiated in this Agreement. (1997)
2. "Instructional Leadership Team" (ILT) shall mean the "Leadership Team" as defined by the Tennessee School Improvement Planning Process. However, the ILT shall include one member elected by the Faculty Advisory Committee from its membership. (2009)

#### D. PRINCIPLES

1. Attainment of objectives of the educational program of the district requires mutual understanding and cooperation among the Board, the Director, his/her staff, and the professional teaching personnel. The Association recognizes and supports the principle of lay control of the educational program and that it is the duty and right of the Board to determine policies governing the operation of the school system and that it is the responsibility of the Director to administer all policies. The Association and the Board both recognize that the development of policy is a mutual and joint responsibility.
2. It is recognized that teaching is a profession requiring specialized qualifications, and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers in the development of policies and programs. It is recognized that the Association has responsibilities for maintaining and improving

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standards of professional preparation, practice and standing as well as participating in development of policy.

3. It is further recognized that teachers have the right to join, or not to join any organization for their professional or economic improvement and that membership in any organization shall not be required as a condition of employment.
4. The Board and the Association recognize that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board and representatives of the Association to reach mutual agreement and support of policies and programs adopted or modified by the Board. These policies would include such items as: the conditions of employment which will attract and retain a superior teaching force in the district such as salary schedules and their application, fringe benefits, inservice and professional growth programs, class size, teaching and classroom conditions, student teaching programs, reassignment, evaluation, discipline, promotion, grievances, other related personnel policies, and other matters of concern of the professional personnel and the Board.
5. The Board and the Association agree to complete the economic issues in the negotiations process in time to be ratified and included in the school budget submitted to the mayor. (1993)
6. The Association and the Board will negotiate prior to the budget process, and the Association will be involved in budget discussions. (2007)

### **E. PROCEDURES**

1. There is hereby established a Negotiations Council (NC) consisting of five (5) members representing the Board and five (5) representatives of the Association. Meetings of the Negotiations Council shall be open to the public in a manner consistent with TCA 8-44-201. (2006)
2. Since the purpose of the Council is to bring about mutually supported policies and programs, proposals and counter-proposals may be freely presented and exchanged by representatives of the Board and the Association representatives. Meetings are to be held on call by either the Association or the Board, at which time the purpose of the meeting will be stated. Such meetings shall be held within fifteen (15) days of the request, unless mutually extended. Teacher members of the NC not to exceed seven (7), will be released from school duties without loss of salary to attend any meetings scheduled during school hours.
3. Each party shall have the right to utilize, jointly or separately, the services of consultants who may make reports directly to the Council.
4. The Board and the Director agree to furnish to the Association's representatives, in accordance with their reasonable requests, all available information concerning financial resources of the district, tentative budgetary requirements and allocations, and such other information as will assist the Association in developing intelligent, accurate and constructive proposals on behalf of teachers, students, and the educational program.
5. When the Board and Association representatives have reached a written proposed agreement, it shall be presented first to the Association and then to the Board for consideration.
6. If the NC is unable to agree on a proposal, the respective representatives should seek further instructions from their respective groups. All reasonable means, including expert guidance should be employed in an effort to reach agreement and a mutually supported recommendation by the members of the Council.

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7. If forty-five (45) days prior to the end of the fiscal year, the Association or the Board representatives are of the opinion that the Council cannot reach a mutually supported recommendation to the Association and the Board, such failure shall be reported to the Executive Board of the Association and the Board. The report shall be reduced to writing setting forth those matters agreed upon and those matters in conflict stating the reasons on each side for such conflict.

Upon the request of the Executive Board or the Board, a joint conference to attempt to resolve the differences shall be called within fifteen (15) days, unless mutually extended.

8. Should no agreement ensue from the joint conference between the Executive Board of the Association and the Board dispute settlement procedures as follows may be invoked by either party:

**Mediation:** If thirty (30) days prior to the end of the fiscal year, the Board and the Association cannot come to a mutual understanding concerning matters before the NC, either party may request that the Federal Mediation and Conciliation Service appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps, as he/she may deem appropriate, to persuade the parties to resolve their differences and effect a mutually acceptable agreement. All costs for this service shall be shared equally by the Board and the Association.

If agreement cannot be reached through deliberation with a mediator, the Board shall have the responsibility for a final decision.

**F. SAVINGS CLAUSE**

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause. The deleted article, section, or clause shall be rewritten within thirty (30) days unless extended by mutual agreement.

**G. DURATION AND AMENDMENT**

This plan shall be in full force and effect for a period of one (1) year from the effective date hereof. The plan will automatically continue in force unless either party requests termination thirty (30) days prior to the expiration date. It may be amended by mutual agreement at any time.

**H. DATING NEW ENTRIES**

As of July 1, 1993, any entries added to the *Educational Agreement* will indicate the year of approval. (1993)

**I. PRINTING OF AGREEMENT**

The costs of printing the *Educational Agreement* shall be borne equally by the Board and the Association. Both the Association and the Board agree to work cooperatively to expedite the printing and distribution of the *Educational Agreement*.

## **ARTICLE II**

### **ASSOCIATION AND TEACHER RIGHTS**

#### **A. ACADEMIC FREEDOM**

The schools seek to educate people in the democratic tradition; to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers in order to create in the classroom an atmosphere of freedom, which permits students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive to the study, investigation, presentation and interpretation of facts which stress the interplay of ideas. In addition, the teacher is responsible for exercising his/her judgment in selecting for discussion those relevant issues which he/she may deem appropriate to the maturity and understanding of the students involved.

Freedom of individual conscience, association and expression will be encouraged, and fairness in procedures will be observed both to safeguard the legitimate interest of the schools and to exhibit by appropriate examples the basic objectives of democratic society.

Teachers will be entitled to full rights of citizenship. No lawful religious or political activity of any teacher will be grounds for discipline or discrimination with respect to the professional employment of such teacher.

**Code of Ethics:** Professional educators should recognize that academic freedom is not an absolute, and it must be exercised within the basic ethical responsibilities of the teaching profession. As outlined in the NEA **Code of Ethics** dated July 3, 1970, these responsibilities include:

1. Commitment to the Student
2. Commitment to the Public
3. Commitment to the Profession
4. Commitment to Professional Employment Practices

#### **B. ASSOCIATION NOTIFICATION**

The Administration shall notify the Association through the Professional Council prior to recommending to the Board any policy affecting teachers.

#### **C. FACULTY INVOLVEMENT IN DECISION-MAKING PROCESSES**

Educators are held accountable for the success of the educational process. Therefore, the Board and the Association recognize the necessity for involving faculties in the decision-making process. When feasible during workshops and local inservice, teachers and principals will explore and discuss ways of organizing schools for improved programs. Where applicable, local staffs will consider differentiated staffing, which would include identifying and describing various functions within the school setting that can be performed by para-professionals, team teaching, variable student grouping, etc., which might make possible the reconstruction of instructional staffs, instructional patterns, and school organization. When necessary, teachers will devote the necessary time beyond the normal school day in order to accomplish the above objective.

**D. TEACHER RIGHTS**

1. **Reprimands and grievances** shall be conducted in private. An affected teacher shall, however, have the right, in all such instances, to request the presence of a certificated employee organization representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance.
2. Teachers shall be afforded **due process** to ensure that any adverse action shall be for just cause and can be dealt with fairly and equitably.
3. Any professional recommended for **suspension** to the Director of Schools shall be granted a hearing on the question of suspension before the Director of Schools within ten (10) working days from the date of such recommendation. Prior to the hearing, and prior to the imposition of suspension by the Director of Schools, the professional shall remain in a full-pay status. The Association shall be notified immediately whenever a suspension is recommended to the Director.
4. Except for cases of extreme emergency, teachers called to the office for a conference concerning a student or parent shall be notified of the reason prior to the conference. (1997)
5. Any complaints regarding an employee made to an administrator by a parent, student, or other person shall be processed according to DSOP #0110. (2007)
6. The principal and/or the school district administration shall not remove a teacher from a supplemented position during the school year without just cause. (2007)

**E. GRADING PROCEDURES**

Approved procedures for the evaluation of student progress and the reporting of such shall be made available to principals for distribution to teachers. If the approved procedures provide for optional reporting forms, the local school principal and faculty, working cooperatively with the administration, shall be allowed to select those they find most appropriate.

Teachers shall have the right and responsibility to determine grades and student promotions. An administrative change in a teacher's decision on grade or promotion shall not be made without prior consultation with the teacher. A teacher may request that the decision of the principal or the results of the consultation be reviewed by the appropriate tier level administrator.

Grades shall be recorded on official school records including report cards and permanent student records in the manner prescribed by the central administration. Teachers may use percentage and/or letter grades for individual record keeping in grade books. If the teacher's individual method of record keeping varies from the method prescribed for the official recording, an explanation or key shall be filed with the building principal before the first grading period. (2009)

**F. EVALUATION OF CERTIFICATED PERSONNEL**

Approved evaluation procedures for certificated personnel shall be made available upon request by the employee. Copies of the guidelines for conducting evaluations shall also be made available. All evaluations shall be conducted according to the approved procedures.

Teachers will be given a copy of any evaluation report and will discuss such report with the person preparing it before it is submitted to the teacher's permanent file. The teacher shall be requested to affix his/her signature to indicate that he/she is aware of the contents of the report. Such signature does not necessarily indicate agreement with the content of the report.

The Professional Council will hold discussions about the process for determining proposed changes.

## **G. PERSONNEL FILES & INFORMATION**

1. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Assistant Superintendent for Human Resources or a designee.
2. **No material of derogatory nature** will be placed in the permanent personnel file of a teacher without the teacher's prior knowledge of the content of the material and the date of placement in the file. Upon request by the teacher, a response may be attached to the material. (1999)
3. The tier-level assistant superintendents shall notify principals of the need to maintain confidentiality of **personal information** about staff members, which has not been made part of their official records, by not including it in any electronic system which may be transmitted throughout the school network. In order to make the information more readily available this article shall be cited in the *District Standard Operating Procedures (DSOP)* manual.
4. Supervisors, building principals, and department and division heads will be responsible for handling other sensitive documents of a personal nature in a manner which complies with the requirements of the Americans with Disabilities Act, HIPPA, other pertinent federal statutes, and the Tennessee Open Records Act. MNPS supervisory personnel, including principals, shall take steps to safeguard the Social Security numbers of professional employees. (2006)
5. Prior to use for evaluation or for making any record of permanence, all derogatory information that an administrator has relative to an employee must be shown to that employee upon request.
6. The Human Resources Department will maintain a list of certificated personnel containing areas of certification and length of service for research purposes. Upon reasonable justification, employees may review this information.

## **H. REDUCTION IN PROFESSIONAL STAFF**

When staff reductions among certificated personnel are necessitated by a decrease in enrollment, budgetary restrictions, or phasing out of programs, reductions shall be made first by reverse order of seniority within the area of teacher certification, and then consideration shall be given to academic program needs by subject area or grade level.

All certificated personnel terminated for the reasons stated above shall be re-employed in order of system seniority within their area(s) of certification as vacancies occur and consistent with Title 49 of Tennessee Code Annotated. (1999)

## **I. STUDENT DISCIPLINE**

1. System-wide discipline regulations, **The Code of Student Conduct**, shall be published and distributed to students each year. The Administration shall clearly indicate the intent of the Board to enforce these regulations and maintain an orderly learning environment in the schools. Teachers enforcing these regulations will have the support of the Board and Administration. The behavior of students will be in conformance with system-wide regulations. Failure to conform shall subject a student to disciplinary action.
2. The Board and the Association recognize that effective classroom teaching and learning is dependent upon teacher management of the classroom and the absence of disruptive behavior on the part of the students. The Board hereby recognizes its responsibility to support teachers with respect to maintenance of control and discipline in the school within the framework of Board Policy.

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3. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, the Administration will take positive steps to secure the appropriate services.
4. If a teacher in a school is concerned with the manner in which behavioral problems are being adjusted within that school, the matter will be discussed between the teacher and the principal. If the matter is not satisfactorily resolved at that level, the teacher and/or principal may use proper and established organizational channels for resolution of the difference. (1995)
5. Individual records on student discipline will be made available to the teacher concerned as an aid for determining disciplinary recommendations concerning particular pupils. (1995)
6. The general purpose of this provision shall be to provide concise information for both teacher and principal to assist them in cooperatively maintaining the best possible learning environment. Maintenance of proper student behavior, generally, is the concern of the entire professional staff. Maintenance of proper student behavior in the classroom is primarily the responsibility of the teacher. However, a teacher will direct a pupil to the principal or a designee when the seriousness of the behavior, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student unacceptable. (2003)

In such cases, the teacher will immediately furnish the principal or his/her designee with knowledge of the referral and as soon as possible, but no later than the conclusion of that school day, the full details of the incident leading to the dismissal and a concise written statement describing the disciplinary steps taken by the teacher before referral to the principal or his/her designee. The teacher shall readmit the pupil upon the written authorization of the principal or his/her designee. A concise written communication of the action taken by the principal or his/her designee to assist the teacher and/or pupil shall be provided. (2003)

7. If, in the judgment of either the principal or his/her designee and/or the teacher, a conference is necessary, it will be held as soon as possible. The conference should include, as required, the teacher, principal and such other persons as may contribute to the resolution of the problem.

If satisfactory steps do not result from this conference, the principal may, after consultation with the teachers who serve the student, schedule another conference involving the appropriate administrator or designee and such other persons as may contribute to a solution of the problem.

8. The principal may suspend a student from attendance at school, including its sponsored activities, or from riding a school bus in accordance with the rules and regulations of the Board and Tennessee Code Annotated. (1995)

A student may be excluded from further attendance in the MNPS.

9. **Corporal punishment** is prohibited according to District Policy.
10. Teachers are expected to exert their best efforts and professional judgment to maintain discipline in the school. If fights involving students do occur on school property, a teacher is expected to do what any reasonable person would do under the circumstances. If circumstances warrant and permit, a teacher is allowed, but not required, to use physical restraint to stop the fight. If the teacher determines that he/she cannot stop the fight, or that physical restraint is not reasonable, assistance should be requested immediately. (1999)

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11. At the beginning of each school year, a systemwide commitment for establishing and maintaining orderly and effective classrooms and schools will be demonstrated by focusing on the behavioral expectations of students and empowering teachers to become active participants in the development and implementation of local school discipline plans. This objective will be achieved by:
  - a. Reserving a portion of one of the state-mandated inservice days for the purpose of addressing the issue of student discipline.
  - b. Providing time for the local school discipline committees to gather faculty input for an effective discipline plan or to re-examine with the faculty the plan in existence with regard to its effectiveness in addressing the schoolwide discipline concerns.
  - c. Prior to the end of the first grading period, the faculty discipline committee shall have completed the development or re-examination of the local schoolwide discipline plan to assure that the desired expectations and outcomes for students and staff are effective. After strategies for improvement have been examined, the plan shall be submitted to the Assistant Superintendent of Student Services.  
(1995)

### **J. PAYROLL DEDUCTIONS**

Whenever duly authorized by any teacher on a form or forms appropriate for such purposes and consistent with regulations established by the Business Services Division, payroll deductions for membership dues of the Association shall be made in accordance with such form or forms. Payroll deductions for membership dues may be initiated at any time, provided the Business Office receives the payroll deduction cards requesting deduction ten (10) days in advance of the first payroll check that will be affected. The Association agrees to deliver to the Metro Schools Business Office an official list, including supporting documentation, of those persons canceling payroll deduction for continuing member dues for the following school year no later than June 30. Authorization for payroll deduction for other purposes may be added by mutual agreement.  
(1999)

The Board shall be held harmless as to any liability related in any way to the deduction of such dues. (1999)

### **K. BOARD GOVERNANCE POLICY MANUAL & DISTRICT STANDARD OPERATING POLICIES**

A complete and up-to-date copy of all the Board policies shall be placed on the District web site.  
(2003) (2007)

### **L. LOCAL SCHOOL POLICIES AND PROCEDURES AND ANNUAL AUDIT**

1. Each certificated employee shall be given a written list of policies and procedures of his/her individual school at the time of his/her assignment to that school. In the development of local school policies and procedures, it is recognized that State policies and local Board policies and procedures supersede those of local schools.
2. **Annual Audit:** The annual audit of the local school's financial receipts and disbursements shall be made available to the faculty within fifteen (15) days after the opening of school or within ten (10) days if the audit is received during the school year.

### **M. ASSOCIATION USE OF SCHOOL FACILITIES**

Subject to the Board's retention of the right of prior approval through the appropriate Administrative Office, duly authorized representatives of the Association may use school buildings for official organization business provided that payment for any direct costs are made and that such meetings do not interfere with the normal operation of the school and further

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provided no organization views on matters relating to teacher, school or Board-organization relationships will be discussed in the presence of students.

1. The Monday of each month preceding the Association Representative Assembly shall be set aside for Association faculty meetings, if needed, or faculty meetings at which the Association matters are first on the agenda. Attendance at the Association faculty meeting is voluntary. The Association Representative or his/her designee shall chair the meeting or the part of the meeting which has the Association agenda items.
2. Meetings of the Association, whether in groups within a school or general meetings, shall be arranged for in advance through the office of the school where the meeting is to be held.
3. The Association shall have the right as a teacher organization to post notices of its activities and matters of organization concern on teacher bulletin boards. At least a portion of one (1) or more shall be provided in each school building.
4. Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association.
5. An information copy of distributed notices and other materials shall be sent to the principal and Director of Schools at the time of posting of distribution.
6. The Association will have the right to use the regular **inter-school mail** delivery system to distribute official Association materials, including pickup from and delivery to the Association office.
7. Any communication posted on a bulletin board or sent through school means of distribution or placed in employee mailboxes by the Association shall have proper identification of the Association.
8. Except for the Association's elections, **political campaign literature** shall not be posted on school bulletin boards or distributed through school mails by the Association or any of its members, unless approved by the Board and the Director of Schools.

#### **N. COMMUNICATION TO THE ASSOCIATION**

In order to provide for better communication between the Association and the various departments within the school system, all departments shall forward to the Association information copies of appropriate communications, including all materials provided to the Press.

#### **O. OFFICE SPACE IN RESIDENCE**

The Board recognizes that, in order for teachers to accomplish their jobs effectively, it will usually be necessary to have an office in part of their residences for the purpose of preparation, grading papers, storage of materials and other functions related to the practice of their profession. The Board shall not be responsible for this office.

#### **P. NEW CERTIFICATION REQUIREMENTS**

When the local school system is informed of new certification requirements by the State Department of Education, the Human Resources Department will make a reasonable effort to provide information about the new requirements to affected personnel.

#### **Q. CERTIFICATION IN SPECIAL EDUCATION**

When new certification standards are required in special education, the school system will provide information about the new requirements to affected personnel. The system shall attempt to facilitate the efforts of the individual teacher to meet and comply with the new certification

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standards by making an effort to provide notification of available opportunities in area colleges and universities.

The Director of Schools shall apply for a waiver within the context of State Department of Education and/or State Board of Education Rules and Regulations to assist an employee who has demonstrated a reasonable effort but is unable to meet the new certification standards.

## **ARTICLE III**

### **EMPLOYMENT CONDITIONS**

#### **A. SUMMER SCHOOL**

1. A statement of all subject area systemwide enrichment programs in grades 1-3 and credit and promotion offerings for summer school teachers shall be adequately publicized by the Director of Schools and shall be posted in each school building as early as possible. Teachers who have applied for such summer school positions shall be notified of the action taken regarding their applications as early as practicable and under normal circumstances not later than May 1. (1995)
2. All summer school positions and any offer of employment are contingent upon sufficient enrollment and ability to finance.
3. In filling summer school positions, priority placements will be given to career ladder teachers with assignments consistent with the system's career ladder needs assessment. The school system will assign summer school personnel with respect to diversity of race and gender to each building where possible. (1995, 2007)
4. Positions in summer school classes will, to the extent possible, be filled by regularly appointed professional personnel in the MNPS who plan to return to the system for the ensuing school year.
  - a. Preference will be given to personnel who, during the regular school year, are classroom teachers having tenure in MNPS and teaching in the area for which they are requesting summer school employment.
  - b. Second choice shall go to non-tenure teachers in MNPS who are teaching in the area for which they are requesting summer school employment.
  - c. Third choice shall be from classroom teachers in MNPS, certified but not presently teaching in the area for which they are making application.
  - d. Fourth choice shall be from certified professional personnel who are not classroom teachers.
5. In areas where there are more qualified applicants for summer school than positions available, preference shall be given to applicants who have taught not more than two (2) summer sessions immediately preceding the current year.
6. All summer school teachers will be paid at the same hourly rate of pay. (The current Board approved rate is \$17.61 per hour starting July 1, 2007) Beginning with the 2005-2006 school year, all salary schedule increases will also apply to the **summer school rate of pay**. Effective May 15, 2010 the rate of pay for summer school assignments shall be \$25 per hour (2005) (2006) (2007) (2009)

#### **B. SUMMER EMPLOYMENT**

The Human Resources Department shall announce possible classified summer employment available to teachers during April of each school year. A list of teachers interested in such employment shall be maintained by Human Resources.

Preference will be given to personnel who, during the regular school year, are employees of the MNPS.

**C. TEACHER TRANSFER -- GENERAL PROVISIONS**

1. Seniority shall be determined by the most recent date of continuous employment. Approved leaves shall not be considered a break in employment and shall have no impact on seniority.
2. Transfers may be made at the request of the teacher, principal, or may be initiated by the Director of Schools and his/her staff for any purpose that in the judgment of the Director of Schools is for the welfare of the teacher or the schools. The approval of the Director of Schools or his/her designee is required for any transfer. (2005)
3. The principal criterion for consideration of a request for transfer is whether or not the request will result in the best educational program for the school system.

The Board and the Association recognize that educational programs are facilitated by the selection of school faculties which are well balanced in terms of the teachers' training, experience, special qualifications and interests, gender, race, age, and length of service. Careful consideration will be given to each of the above when filling vacancies in order to achieve a proper balance of teachers on any local school faculty. (2005)

4. Furthermore, there shall be no discrimination in the filling of positions, administrative or classroom, as referenced in section H p.14. (2005, 2006)
5. The Board and the Association shall continue their efforts to achieve and maintain integration and racial balance of school faculties, and no portion of the transfer procedures shall be interpreted in such a manner as to hinder their efforts.
6. When a teacher is newly assigned or is transferred between schools, grade levels, and/or subject matter areas, every effort will be made to provide necessary materials for that subject or grade to set up the classroom.
7. Continuing teachers presently teaching outside their area(s) of certification shall be placed in vacancies in their area(s) of certification before new teachers are assigned. Exceptions must be in accordance with State regulations. (2005)

**D. TEACHER INITIATED TRANSFERS**

1. Not later than April 1, the Assistant Superintendent of Human Resources shall have posted in the office of each school a list of the known vacancies by location and certification for the ensuing school year. Such a list shall include all vacancies in positions of administration, counselors, teachers of exceptional children, other special teaching areas, as well as regular teaching assignments. A copy of the current transfer form will be attached to each list of vacancies. The building principal shall call special attention to vacancies in the local school so that consideration may be given to teachers in that local school for filling such vacancies. The Association recognizes that some vacancies will be in doubt, because programs and budgets will be subject to change.
2. Before achieving tenure status, teachers shall be eligible for transfer only between their first and second year of service to MNPS. Exceptions for voluntary transfers at other times may be made for extenuating circumstances as approved by the Assistant Superintendent of Human Resources. (2005)
3. Any teacher receiving Board-paid training in Paideia, Montessori, or International Baccalureate (IB) methods, must remain in said program for three (3) years before applying for a voluntary transfer. This transfer limitation only applies to those teachers voluntarily transferred in a Paideia, Montessori, or IB program after July 1, 2005. Exceptions may be made for extenuating circumstances as approved by the Assistant Superintendent of Human Resources. Other specialty training that may limit voluntary

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transfers can only be added to this subsection by the mutual consent of the Association and the Board. (2005)

4. Teachers who desire a transfer shall complete the appropriate on-line forms as published by the Human Resources Department and submit them electronically by the last teacher workday of the school year. Transfer requests may include, but not be limited to, the posted vacancies. (2009)
5. If a teacher does not wish to be considered for vacancies which occur in the summer, the teacher must cancel the request for transfer in writing. All requests for transfer on file in office of the Assistant Superintendent for Human Resources shall be destroyed on October 31 of each school year. Teachers desiring transfers for the following school year shall renew their transfer request on the appropriate forms. Nothing in this article shall prevent any teacher from requesting, or prevent the Director of Schools and his/her staff from initiating a transfer at any time.
6. Teachers and administrators who are to be transferred shall be notified in writing as soon as practicable and, under normal circumstances, not later than July 1 of each year. If a transfer is requested but not granted, the teacher may request a conference in the Human Resources Department to discuss the reason(s) the transfer request was not granted. After the conference, upon request of the teacher involved, the Human Resources Department shall provide a written statement concerning the denial of the request for transfer.
7. In evaluating a request for transfer, consideration shall be given to training, experience, race, gender, age, special qualifications and length of service, and in addition the convenience and wishes of the individual teacher including distance traveled to post of duty. If more than one teacher has applied for the same position, be it an administrative or classroom position, the teacher best qualified for that position shall be appointed.
8. A current register of vacancies in all certificated positions shall be readily accessible to teachers in the Human Resources Office.

### **E. ADMINISTRATIVE TRANSFERS**

1. Teachers who are to be transferred by administrative request shall be notified as soon as practicable. Time will be provided for the teacher being transferred for closing out and/or moving and preparing for the new assignment. This will apply to both inter-school and intra-school transfers. When necessary, substitute teachers shall be made available to facilitate this released time.
2. A transfer will be made only after the Assistant Superintendent for Human Resources or his/her designee has personally contacted the teacher. The reason or reasons for the proposed transfer shall be set forth in writing and presented to the teacher. In the event that the teacher objects to the transfer, he/she may immediately notify the Association. The Assistant Superintendent for Human Resources or his/her designee will then meet with the teacher and the Association representative to discuss the matter. (2000, 2005)
3. There shall be no retaliation against a teacher who uses the **grievance** procedure to challenge an involuntary transfer. (2005)
4. When transfers are made necessary because of reduction in enrollment or program changes, the principal will consider the program needs of the school and determine where reductions can best be made. The school principal and Human Resources Office shall request volunteers. Seniority shall be the determining factor in involuntary transfer. However, exceptions to seniority may be made if necessitated by any of the following criteria: (2005)

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

When all other considerations are equal, the teacher with the least length of service **within a building** shall be transferred first. (2000)

5. When the projected enrollment decline does not materialize in a school and the position is again available on or before the end of the first six weeks, a teacher who has been involuntarily transferred shall be permitted to transfer back to that school. (2000)
6. If the school's enrollment necessitates an involuntary transfer after the first six weeks, the teacher transferred shall receive priority consideration for returning to the former school should an appropriate vacancy occur for the next school year. (2000)
7. When the enrollment of a school necessitates a teacher transfer, the principal shall notify the Human Resources Department of the recommendation as soon as possible. (2005)
8. When a choice of positions is available, teachers may indicate an order of preference for appropriate consideration.

#### **F. RESIGNATION PROCEDURES**

A teacher shall give a 30-day notice when resigning from MNPS. The conditions under which it is permissible to break a contract are outlined in TCA 49-5-411 (a). If the teacher desires, MNPS will grant a release from employment before the end of the 30-day period once a suitable replacement has been employed. (2003)

In order to provide for optimum teacher placement and to facilitate the following transfer procedures, it is recognized that, except in unusual circumstances, teachers have a professional responsibility to give notice to the Human Resources Department before March 15, if they do not intend to remain in the MNPS the following school year. If a teacher has notified the Human Resources Department of an intent not to remain in the system and the circumstances contributing to that decision change, the Department has a professional responsibility to consider these new factors and developments and to reinstate the teacher in his or her original position if it is available, or in another position for which the teacher is qualified when the first such vacancy occurs.

#### **G. PROMOTION POLICY**

When an opening in an administrative or supervisory position occurs, it is the desire and policy of the Board to employ the applicant best qualified whether he/she is currently employed within or without the school system. Other things being equal, first consideration will be given to employees currently employed in the school system; therefore, to the extent administratively reasonable, effort shall be made to inform employees of promotional vacancies. However, during the period June 15 through August 15, any position changes or vacancies during the course of and as a result of the reorganization/reassignment process may not allow time for formal announcing or posting.

#### **H. NON-DISCRIMINATION**

There shall be no discrimination in the filling of positions, administrative or classroom, or extracurricular, because of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age and/or disability. Nor shall an applicant for a position be discriminated against because of grade level taught where that experience is not requisite to the desired qualifications. (2008)

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Employment, promotion, and transfer practices shall be consistent with Title VII of the Civil Rights Act of 1964, as amended. (2008)

#### **I. AFFIRMATIVE ACTION**

The major objective of the Affirmative Action Plan is to have appropriate minority and female representation in the various departments of the MNPS

#### **J. T-OSHA REPORT**

In February of each year, a copy of the report submitted to the Tennessee Department of Labor to comply with the Tennessee Occupational Safety and Health Act (T-OSHA) shall be made available to the Association.

#### **K. PROFESSIONAL PERSONNEL PROTECTION**

1. Any teacher who has suffered or inflicted any assault in connection with his/her employment while acting within the scope of his/her duties shall immediately make a written report of the circumstances thereof to his/her principal. The principal shall forward a copy of this report to the Assistant Superintendent for Human Resources and to the Association. The Assistant Superintendent for Human Resources shall acknowledge receipt of such report and shall bring the matter to the attention of the Metropolitan Department of Law and seek advice as to what action, if any, should be taken.
2. Said report will be forwarded to the Board through the Assistant Superintendent for Human Resources acting under the direction of the Director of Schools, and, in the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable prior request by the teacher for information in its possession relating to the incident or the persons involved.
3. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment while acting within the scope of his/her duties, such teacher may request, through the Human Resources Department, approved by the Director of Schools, from the Department of Law, any legal advice or special counsel to which such teacher may be entitled under the law or under the Metropolitan Charter, Chapter 8.602, sub-sections A and B. A copy of any request for legal aid will be forwarded to the Association Office.
4. Whenever a teacher is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury caused by an assault occurring within the scope and course of his/her employment, and not the result of his/her own negligence, he/she will be paid his/her full salary, less the amount of any award made for temporary disability due to said injury. No part of such absence will be charged against the teacher's sick leave. Personal insurance money received by the individual teacher shall not be affected under the terms of this Agreement.
5. Any teacher who is injured by accident or assault must file an injury on duty (IOD) claim.
6. Any teacher who is injured by accident or assault arising out of and in the course of his/her employment shall be entitled to emergency treatment at the nearest or most available doctor's office, hospital, or clinic at the expense of the Metropolitan Government. Any further treatment, in addition to emergency treatment herein provided for, shall be furnished the teacher free of charge by doctors, nurses, etc., or by other medical providers contracted with the IOD/Medical plan. The employee will have no out of pocket expenses when using network medical providers. (2008) (2009)
7. No complaint by a parent or student made against the teacher shall be placed in the teacher's personnel file unless the matter is first reported to the teacher in writing by the administrator handling the complaint.

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8. The Board and Administration will continue to support teachers in cases of an assault upon a teacher acting within the scope of Board policy. If prosecution is warranted, the teacher shall be assisted in the prosecution. The determination as to whether prosecution is warranted will be made by the principal after consultation with the Board's legal counsel.
9. The Board agrees to provide a \$50,000 **death benefit** to the named beneficiary or to the estate if no beneficiary be named, of an employee killed in the line of duty by violence directed toward his/her person not stemming from any personal relationship or interaction or any other non-job-related activity. This policy shall be strictly construed. For clarification, accidental deaths, including those due to automobile accidents, are specifically excluded.

#### **L. PROCEDURES FOR HANDLING PHYSICAL ASSAULT CASE INVOLVING SCHOOL PERSONNEL**

1. When a physical assault occurs, the employee, while acting within the scope of his/her duties, has the right to defend himself/herself and/or obtain assistance.
2. The principal should be immediately notified to call parents, the Director of Schools, his/her designee, and if appropriate under the circumstances, the police.
3. The Board shall fully support the school employee assaulted as outlined in the Board's Professional Personnel Protection Policy.
4. A student who physically assaults a staff member will be immediately suspended by the principal, pending full investigation. Upon recommendation of the Director of Schools, the Board may expel the student.

#### **M. COST OF LOSS OR DAMAGE TO PERSONAL PROPERTY RESULTING FROM ASSAULT**

Upon submission to the Director of Schools of adequate proof of the existence of, and damage to personal property of a teacher as a result of an unaggravated assault while the teacher is on duty on school property, the Board shall reimburse said teacher for such damage or destruction, not to exceed five hundred dollars (\$500). A teacher's term of duty is determined by the exact arrival and departure for assigned responsibilities.

Written notice of damage or destruction of personal property incurred as a result of unaggravated assault shall be filed with the Director of Schools within ten (10) days after the alleged incident, if the teacher intends to make claim to the Board under the provisions of this policy.

#### **N. TRANSPORTATION OF STUDENTS -- SECONDARY LIABILITY COVERAGE**

In the fall of each year, MNPS will communicate to Professional Council the provisions for secondary liability coverage which are contained in the existing fleet insurance policy.

For additional information about liability for transporting students, employees should consult Tennessee Code Annotated (TCA) 29-20-101 et seq. (Governmental Tort Liability Act), a copy of which shall be made available in each local school.

#### **O. VEHICULAR DAMAGE**

Each year, the Board agrees to contribute one dollar and fifty cents (\$1.50) per certificated employee to reimburse a teacher on assigned duty whose vehicle, parked at the site of his/her assigned responsibility, is damaged without fault of the teacher as a result of malicious acts related to professional responsibilities, provided the following stipulations are applicable:

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1. No reimbursement shall be made for loss or damage resulting from collision, and no loss reimbursed for theft or damage resulting from theft, except that theft of such parts of a vehicle as are essential to its functioning may be considered.
2. Any uninsured loss which qualifies under the plan for reimbursement shall be covered up to an amount of \$250.00. On a funds available basis, losses above \$250.00 will be reimbursed. (1995)
3. Any funds that remain available in a fiscal year from this allocation, after #1 and #2 have been paid, may be used to reimburse for damage to the paint or finish of a vehicle, based on criteria established by the joint committee. (1995)

A joint committee consisting of two representatives from the Association and two representatives from the Administration shall administer the fund. Claims shall be filed within fifteen (15) days of the loss unless there are extenuating circumstances which would have prevented making a report. The committee shall meet to process the claims within two weeks after the closing of school. Available funds shall be distributed proportionately to the loss prior to the end of the fiscal year.

### **P. VACATION**

1. **Ten-Month Employees.** Professional employees elected on a ten-(10) month school year basis shall be entitled to vacation during the Christmas holidays as follows:
  - a. A teacher will earn one (1) day of vacation for each scholastic month \* he/she is employed.
  - b. A teacher serving less than ten (10) months will be paid as follows:
    - (1) A teacher on the payroll prior to the Christmas holidays will receive pay for the ten (10) days, with the understanding that the last paycheck will be adjusted in accordance with the policy governing earned vacation.
    - (2) A teacher employed after the Christmas holidays will receive the amount due for earned vacation on the last paycheck of the school year (or last check if he/she resigns prior to the close of the school year).
    - (3) A teacher leaving prior to the Christmas holidays will receive the amount due for earned vacation on his/her last paycheck.

*\* Must be on the payroll for at least eleven (11) of the twenty (20) days (must receive pay for these days).*

2. **Twelve-Month Employees.** Professional employees on a twelve-(12) month contract earn one and two-thirds (1-2/3) days per month of service, to a total of twenty (20) per fiscal year. Employees may not carry over more than 40 days at the end of the fiscal year. Professional employees elected on a school year basis shall be entitled to a vacation period during the winter holidays on the same basis as the calendar of activities provided for classroom teachers.

### **Q. EXTENDED WORK YEAR**

The Board agrees, beginning July 1, 1997, to pay the daily rate for teachers who work beyond their contract year as directed by the administration and approved by the Board (i. e., guidance counselors, community education coordinators and psychologists). This provision does not apply to teachers who perform work beyond their normal contract year and outside their normal job assignment. This provision will not impact summer school pay as defined in Article III, Section A, Subsection 6 of this contract and other assignments such as, but not limited to, principals doing interviewing "off contract." (1997)

**R. PRINCIPAL DESIGNEE**

Short-Term Principal Absence

A principal designee shall be named in each school where there is no assistant principal when the regularly assigned principal is absent. The principal designee shall be released from his/her classes and a substitute provided when necessary.

Long-Term Principal Absence

After a principal designee has served in the capacity of Acting Principal for a regular principal who is temporarily absent for twenty (20) consecutive school days, he/she shall be entitled to the appropriate supplement according to school classification, training, and experience from the date of the original placement.

In the event an administrator foresees absenteeism to exceed twenty (20) consecutive working days, the Director of Schools shall appoint a principal designee to fulfill this long-term administrative substitute position. (2000)

**S. PRINCIPAL INTERVIEW**

Prospective teacher candidates and/or teachers to be transferred may, to the extent possible, be interviewed by the building principal prior to assignment.

**T. OPPORTUNITIES FOR EDUCATIONAL ADVANCEMENT**

The Director of Staff Development shall provide teachers with a periodic listing of grants and other opportunities for further education. This will be made available to teachers through their building principal and shall be posted for teacher information.

**U. USE OF STOCKPILED DAYS**

The Board and the Association agree to utilize eight (8) of the thirteen (13) stockpiled days [TCA 49-6-3004 (e)] (1) as follows:

1. Three (3) days shall be planning/records days to be placed at the end of the first three quarters of the school year.
2. Four (4) days shall be used for professional development.
3. One (1) shall be used for exams at the high school level.

The use of this professional development time shall be determined by the principal in consultation with the Instructional Leadership Team. Two (2) of the professional development days shall be designated for flexed professional development opportunities. Starting in the 2010-2011 school year, teachers and faculties will be able to select appropriate professional development opportunities for the two flexed days based on personal needs, professional growth plans, and the school improvement plan (SIP).

**Planning/Records Days:** The school improvement planning process shall determine the activities on planning/records days. Teachers shall have at least half of each planning/record day for the purpose of recording grades.

**Activities:** Acceptable activities on these days may include but are not limited to:

- Grading and recording
- IEP-teams, S-teams, parent conferences
- Faculty planning in small groups, such as:
  - o Grade or subject area teams, within and across schools
  - o School improvement planning
  - o SACS accreditation
  - o Assessment

**(2009)**

## ARTICLE IV

### TEACHING CONDITIONS

#### A. PLANNING TIME FOR TEACHERS

The Board and Association agree that there should be greater utilization of the local school staff and more flexible scheduling which would enable individual school administrators to provide planning time and duty-free lunch periods for teachers because of the importance of planning in promoting effective teaching.

1. All teachers shall have a daily planning period which shall be free of student responsibilities except for emergencies. This duty free period shall be used for the purpose of collaboration, preparation, grading papers, contacting parents, or other items connected with professional duties as determined by the teacher. No more than one planning period per week shall be required for activities other than those listed above.

An elementary planning period should be a minimum of 60 minutes. (2009)

2. Any teacher **covering a class** because the system is unable to provide a substitute for another teacher shall be paid the highest substitute rate available, exclusive of the substitute bonus. Such additional compensation shall be prorated for the time period or percentage of the class that each teacher covers. When a class is split among several teachers, the substitute rate will be divided evenly among all teachers receiving students. (2003)
3. Starting with 2005-2006 school year, the Board will provide one (1) Code 10 Leave Day per semester to each special teacher who has an active Individualized Education Program (IEP) caseload. Each Code 10 day shall be used for the purpose of preparing and implementing IEP's. (2005)

#### B. FACULTY MEETINGS

1. By the end of the first week of school, the faculty, in collaboration with the principal and/or department head, shall determine the regular schedule for faculty meetings. Principals shall use sound professional judgment in scheduling and conducting faculty meetings. Reasonable notice and an agenda shall be provided except in urgent situations
2. When scheduling regular faculty meetings, the principal shall meet the following conditions:
  - (a) A maximum of four meetings per calendar month may be held.
  - (b) Faculty meetings shall not exceed two (2) hours during a calendar month.
  - (c) Meetings held after the end of the student school day shall start within fifteen (15) minutes after the student dismissal time.
  - (d) No meeting shall exceed one (1) hour in length. If a meeting is to be held for an hour, the principal shall give the faculty a forty-eight (48) hour advance notice.
  - (e) Items of school-wide interest submitted by members of the faculty to the principal at least one day in advance of a meeting shall be placed on the agenda. This shall not preclude other items of school-wide interest submitted by the faculty from being discussed.
  - (f) Morning meetings shall not be scheduled on Monday or on any day immediately following any holiday or other day upon which teacher attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required in school.
  - (g) No teacher shall be required to attend a vendor presentation not directly related to school matters.

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3. Any concerns about the frequency and length of meetings shall be discussed with the FAC and/or the appropriate tier level administrator. (2009)

**C. PARTIAL DAY ABSENCE**

The principal or administrator to whom the teacher is directly responsible may excuse a teacher for minor fractions of a day in cases where a substitute is not required.

**D. DUTY-FREE LUNCH PERIOD**

All teachers shall be entitled to a duty-free lunch period of at least thirty (30) minutes except in emergency situations. (2003)

**E. SUPPLEMENT PAYING POSITIONS**

A master list of all supplement-paying positions in the local school shall be maintained and shall be available from the Assistant Superintendent for Human Resources. An attempt will be made to broadly distribute supplement-paying positions among the members of a given faculty.

**F. IMPROVED PROCEDURES FOR TEACHING MATERIALS/EQUIPMENT**

The principal or his/her designee shall provide new staff members information about instructional equipment and its use and shall seek ways to provide all faculty members information relative to the use of new equipment requiring explanation or special training.

All faculty members, including itinerant teachers, should have access to a copying machine. The degree of access shall be determined jointly by the administration and the Faculty Advisory Committee (FAC). (2009)

Subject to the availability of funds, the Board agrees to provide service for all machines used in the instructional operation of the school which were originally purchased by the Board.

**G. INSTRUCTIONAL MATERIALS AND SUPPLIES**

The Board will make available to the individual school, an appropriation in the 2316 account based on the enrollment in the individual school. All local funds allocated for instructional materials and supplies (2316) and that portion of special state funds not designated to the individual teacher will be distributed as determined jointly by the administration and the FAC. Consideration shall be given to the needs of each department, grade level, program, office, etc. Correspondence concerning instructional material and supply funds (2316) and state funds will be distributed to the building principals, FAC Chair and the Association. The plan for ordering and distributing supplies and materials from the 2316 fund shall be included in the written policies of the local school. (2009)

The Board agrees to provide an amount equal to the special state funds to each itinerant teacher, librarian and guidance counselor. Expenditures from the division's fund will be determined jointly by the administration and the FAC. Funds will be distributed as described in the above paragraph. (2009)

1. **Requisitions.** Requisitions for supplies and materials may be initiated by teachers for forwarding to the principal. Forms for this purpose shall be provided by the Board. A copy of the purchase order or delivery ticket indicating the disposition of the request shall be returned to the building principal as soon as possible.
2. **Monthly Summary and Printout.** A monthly summary of the local school's instructional materials and supplies (2316) fund allocations and remaining balances by divisions within the school shall be posted for teachers' information. The monthly printout of transactions shall be available to teachers upon request.

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3. **Kindergarten Materials.** The Board recognizes that the school system's kindergarten program is a vital part of the system's total educational offering. Kindergarten classrooms shall be provided, to the extent that funds are available, with appropriate supplies and materials for effective program implementation consistent with other primary grade programs.
4. **Quality of Supplies.** The Board and the Association agree to establish a standards specification review committee to evaluate the quality of supplies and materials. The committee will be representative of all users within system-wide departments. MNEA will be informed of meetings and outcomes of meetings held by this committee. (1993)
5. **Basic and Necessary Supplies.** MNPS, in collaboration with the Association agrees to provide each new teacher to the system with a kit of basic supplies. Such kits shall include tape, adult scissors, a box of chalk, a dozen pencils, a dozen pens, a ruler, masking tape, a set of magic markers, correction fluid, self-adhering notes, tape dispenser, board eraser, glue stick, one ream of blank paper, one ream of ruled paper, paper clips, staple remover, staples and a stapler. (1993)
6. The Board agrees to reimburse each regular and special education classroom teacher, librarian, guidance counselor, and itinerant personnel in the operation budget \$200 for purchase of instructional materials and supplies. New teachers to Metro with three (3) years or less teaching experience shall be reimbursed an additional \$200 for the purchase of instructional materials and supplies. (2004)

### **H. TEACHER FACILITIES & INPUT INTO CONSTRUCTION OF FACILITIES**

Teacher Facilities. The Board shall strive to make available in each school as funds and space permit: a work area for teachers containing equipment and supplies to aid in the preparation of instructional materials; adequate lunchroom space; restroom and lavatory facilities exclusively for teacher use; space and facilities for teachers to conduct their business and store necessary equipment and supplies, a secure space for personal belongings (in the individual's classroom or work area); and a **faculty lounge**. (2006)

Input into Construction. As new buildings or renovations are planned, the building principal or a designee of the Director of Schools will be responsible for convening and leading a committee which shall seek to include certificated (for example, teachers, counselors, and itinerant staff) and support personnel, parents, community members and students (where appropriate) to provide input into the design of the facility or improvements. (1999)

Safe and Secure Parking. The Board and Association recognize that the protection of personal vehicles on school grounds is of importance to employees. Therefore, the Board agrees to attempt to the extent reasonably possible to provide safe, secure, off-street parking for teachers' vehicles within available funds. (1999)

### **I. K-8, ART, MUSIC & PHYSICAL EDUCATION TEACHERS**

The Board and the Association agree that the establishment of art, music, and physical education programs in elementary and middle schools is an important part of the curriculum. (1999)

### **J. NEW PROGRAM IMPLEMENTATION**

When new programs are to be implemented, the principal and staff shall be involved in the development of strategies for implementation. Every effort will be made to provide the appropriate supplies and materials for program implementation.

### **K. TEXTBOOKS**

The system textbook coordinator will serve as the troubleshooter for textbook problems. If at any time there are problems regarding textbooks, teachers should report them to the principal and/or

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the faculty representative. The principal shall communicate problems to the textbook coordinator as soon as possible.

Individual teachers and local schools shall be permitted to retain out-of-date textbooks for curriculum enrichment and individualization of instruction. (2003)

#### **L. PUBLICATION OF STAFFING RATIOS AND PROCEDURES**

Each year after fall reorganization, the Assistant Superintendent for Human Resources, upon request, shall present to the **Professional Council** a status report on staffing ratios used for the year.

#### **M. WORK SPACE FOR ITINERANT PERSONNEL AND PHYSICAL EDUCATION TEACHERS**

The Board and Association agree that the services provided by itinerant teachers are vital to the success of all students. Both itinerant teachers and their students require conditions that meet established standards for the services provided. These conditions include adequate space, supplies, equipment and access to telephones and copy machines.

Therefore, the Board agrees to provide appropriate designated spaces for both work and locked storage in every building. When the allocated space does not provide for confidentiality of services, the itinerant teacher/physical education teacher shall meet with his/her supervisor and the principal to determine whether a space audit is warranted. Based on the results of this meeting, the principal and/or the itinerant teacher/physical education teacher's supervisor may request a space audit by communicating to the K-12 tier administrator. The results of a conducted space audit initiated through this process will be shared with the principal, the supervisor, and the itinerant/physical education teacher. (1999)

#### **N. HEALTH AND SAFETY**

The Board agrees to make every effort to maintain safe and sanitary conditions in a timely manner and in accordance with federal, state and local laws and regulations in all buildings, school campuses and parking lots. (1996)

## **ARTICLE V**

### **COMPREHENSIVE STAFF DEVELOPMENT PROGRAM**

#### **A. PROFESSIONAL GROWTH**

The Board and Association agree that staff development is an important part of professional growth for all personnel. Research indicates that teachers historically participate in learning activities that support the vision and goals of the school systems as well as enhance their professional growth and development. (1995)

#### **B. FOCUS OF STAFF DEVELOPMENT ACTIVITIES**

Staff development activities should focus on personal, school and/or district goals. Workshops, conferences, seminars and other activities sponsored by an educational institution, professional organization, or community agency are viable examples of staff development. (1995)

## ARTICLE VI

### TEACHER WORKDAY, RESPONSIBILITIES AND DUTIES

#### A. TEACHER RESPONSIBILITIES AND NON-INSTRUCTIONAL DUTIES.

The teacher shall be directly responsible to the principal. In general, the functions of the teacher are twofold: (a) to direct the growth and development of the children and (b) to assist the principal in the conduct and management of the school. In applying the above Board Policy to athletic events, volunteering teachers (the term "teachers" here does not include principals, assistant principals or program assistants) shall exercise general supervision of pupils enrolled in the school where the teacher is a member of the faculty. All teachers shall be admitted without charge to regular season athletic contests involving their schools, both at home and away. During tournament play, any principal who assigns definite duties and responsibilities to a member of his/her faculty at the tournament site shall provide a ticket of admission for that particular session. (1999)

#### B. REPORTING OF ABSENCES

When a teacher is unable to be in school, he/she can report the absence through the Automated Substitute Teacher Management System 24 hours a day. **The absence shall be reported directly into the system by calling 271-1742 or using the district web address (<http://mnpsssems.mnps.org>), unless otherwise instructed by the local building administrator.** The automated system requires that teachers give a beginning and ending date of the absence. RELEASES OF SUBSTITUTE TEACHERS BY THE PRINCIPAL ARE NO LONGER NECESSARY. In the event that the teacher reports to school earlier than the date entered in the system computer and the substitute reports for work also because of the stated length of the absence, the teacher loses the amount paid the substitute. (2003)

#### C. TEACHER WORKDAY

All teachers shall be present at their respective schools a minimum of seven and one-half (7 ½) hours each school day. Teachers, excluding administrators, shall not be required to work beyond the established workday as defined herein, except for faculty meetings as stated in Article IV, Section B. (2009)

#### D. ARRIVAL AND DEPARTURE TIMES

The Board recognizes that teachers employed by the MNPS are members of a profession. The Board further recognizes that, as such, payment of services is not based upon the time the teacher arrives or departs from his/her school or location. The decision as to the arrival and departure time of teachers and accounting of such shall be a matter of discussion and planning by the Faculty Advisory Committee and the building principal. However, the final decision rests with the principal. It is understood that problems of chronic lateness shall be handled professionally between the educator and his/her immediate supervisor.

##### **Non-Instructional Workday**

Planning, assessment, in-service, parent-teacher conference and all other non-instructional days shall be seven and one half hours in length including a one-hour duty-free lunch with the right to leave campus for lunch. Any deviation from the schedule shall be mutually agreed upon by the principal and the FAC, but the day may not exceed the seven and a half hour workday. (2006)

##### **Parent-Teacher Conference**

An alternate Parent-Teacher Conference schedule may be established by each school. Principals will consult with members of the faculty to arrive at mutually agreeable alternate dates and times for parent conferences. The alternate days must take place within the same

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payroll period as the Board scheduled date for Parent-Teacher Conferences. All faculty are required to be present on the alternate days and times so that parents may meet with all of the appropriate personnel without having to make multiple trips to school. Individually planned teacher schedules will not be accepted. In the event the faculty and the principal do not agree on an alternate schedule, the conference will be held on the date designated on the board-approved calendar.

The alternate Parent-Teacher Conference schedule must be submitted to the Assistant Superintendent for Teaching & Learning no later than the **last school day in August**. If no plan is submitted by that date, the school shall hold the conferences on the date on the board designated approved calendar. (2008)

#### **E. HIGH SCHOOL TEACHING LOADS**

The accepted and desirable teaching load for high school teachers shall include classes in not more than two subject areas nor more than three teaching preparations except in cases where unusual circumstances require other provisions.

#### **F. SMOKING POLICY**

The Board recognizes that smoking represents a health and safety hazard which has serious consequences for the smoker and nonsmoker. The Board also recognizes that all staff members should serve as positive role models for our students. In order to protect students, staff, visitors, and guests of the schools from an environment that may be harmful to them, the Board prohibits smoking by all staff, students, visitors, and guests on all school property, in all school buildings, and in all school vehicles (including schools, offices, warehouses and other facilities, as well as vehicles owned by the Board).

For the purpose of this policy, smoking will mean all uses of tobacco (including all smokeless and chewing tobacco products), cigars, cigarettes, and pipes. Smoking cessation clinics shall be provided by the Board for all employees. (2003)

#### **G. TEACHER DRESS**

All certificated staff members are expected to dress in a professional manner that inspires respect and serves as a role model for students. It is recognized that attire must also be appropriate for the teacher's assignment, the needs of the students, and the physical needs of the staff member. Clothing should be modest and appropriate size. It is understood that problems of teacher dress shall be handled professionally between the educator and his/her immediate supervisor. (2007)

## ARTICLE VII

### LEAVES OF ABSENCE

As provided in Tennessee Code Annotated, teachers taking leave for less than 12 months may return to the same position. If the leave exceeds 12 months, the teacher shall be placed in the same or comparable position.

Unless the position held by the teacher prior to leave has been altered by Board action, comparable shall be defined as (1) At a salary level specified for the position had the teacher retained it; (2) No change in level of assignment; (3) No change in length of contract.

#### A. SICK LEAVE

1. Definition. "Sick Leave" shall mean leave of absence from post of duty one-half (1/2) day or more because of illness of a teacher due to natural causes or accident, or illness or death of a member of the immediate family is defined to include wife, husband, domestic partner, parents, parents-in-law, children, children-in-law, grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law and also any other person living in the home of the teacher as a member of the family.
2. Allocation. Sick leave for teachers shall be granted with full pay at the rate of one (1) day for each month a teacher has been on the payroll not to exceed twelve (12) days per year, and shall be cumulative throughout his/her employment. For the purposes of allocation of sick leave, the Presidency of the Association shall be considered a post of duty.

*Note: Per Article VII, Section E, Subsection 6, fully paid personal leave days, which remain unused at the end of the work year, shall be credited to accumulated sick leave.*

When a teacher reports for duty, sick leave allowed for a year shall be available immediately except that whatever portion is used shall be charged to his/her annual sick leave.

3. Uncompensated Sick Leave. Any permanent teacher whose personal illness (or illness of spouse, parent or child) shall have exceeded his/her accumulative sick leave, but whose illness does not justify retirement, shall retain his/her permanent status without pay provided that at four-week intervals such illness shall be attested to by the attending physician and approved by the Director of Schools.
4. Reinstatement of Sick Leave. The Board shall grant to any teacher employed or re-employed within two (2) years after termination from any Tennessee school system, sick leave which the teacher had accumulated during previous employment in that system as provided in Tennessee Code Annotated 49-5-710.
5. Certification of Illness. A physician's statement shall be filed with the Business Office at the end of each period of illness if said period is of six (6) or more consecutive school days duration. The Assistant Superintendent for Human Resources may require a physician's statement for any number of days under six (6), which statement may be reviewed by the Director of the Metropolitan Board of Health or other designated personnel. Should the absence period for personal illness extend for twenty (20) or more consecutive school days, the teacher is required, before returning to his/her duty, to file with the Assistant Superintendent of Human Resources a statement from a physician, or other designated person, certifying that he/she is able to resume his/her duties.
6. Quarantine. Quarantine within the home of the teacher by legally constituted authority, provided the teacher cannot take up residence elsewhere, shall constitute grounds for

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absence from school without loss of pay and without loss of leave time allowed for any other purpose.

7. Use of Bereavement: See Section D.
8. Use for Maternity. Accrued sick leave or uncompensated sick leave may be granted for absences due to temporary disability of an employee caused by or attributed to pregnancy, miscarriage, childbirth, and recovery provided the cause of such temporary disability is certified by the attending physician.

*Note: If sick leave is to be used for maternity or preceding maternity leave, the sick leave policy shall be used. If maternity leave is to be used rather than sick leave, see Article VII, Section G.*

#### **B. SICK LEAVE BANK**

The Board and the Association agree to establish a Sick Leave Bank consistent with TCA 49-5-801 *et seq.*

#### **C. JOB RELATED INJURY**

1. A teacher who is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury incurred in the scope and course of his/her employment and not the result of his/her own negligence, shall be paid his/her full salary for the period of such absence provided the injury is reported to the principal within twenty-four (24) hours. After a period of eighteen (18) months, the teacher shall be required to apply for a disability pension. (2005)

The principal shall report the injury to the Assistant Superintendent for Human Resources. The total amount so paid shall not exceed the full pay such employee would have received for such period at his/her regular rate of pay. Personal insurance money received by the individual teacher shall not be affected under the terms of this policy.

2. The teacher shall make a written report to the principal describing the circumstances of the injury as soon as possible and no later than ten (10) days after said injury. The principal shall forward a copy of the report to the Assistant Superintendent for Human Resources.
3. The absence shall extend for such time as the teacher is unable to perform his/her duties, but all absences shall be verified by a statement from the attending physician. The Board shall have the right to have the teacher examined by a physician approved by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties. (2009)
4. All absences which extend beyond six (6) days shall be approved by the Assistant Superintendent for Human Resources. (2004)
5. Said absences shall not be charged against a teacher's accumulated sick leave provided the aforementioned conditions of this leave are met.

#### **D. BEREAVEMENT LEAVE**

When death occurs in the immediate family, teachers shall be allowed a maximum of four (4) days Bereavement Leave without loss of pay. If more days for bereavement purposes are needed, they shall be taken from accumulated sick days. Bereavement Leave is not cumulative.

For the purpose of this item, immediate family is defined to include wife, husband, domestic partner, parents, parents-in-law, children, children-in-law, grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law and also any other person living in the home of the teacher as a member of the family at the time of death.

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Death of any relative not a member of the immediate family as previously defined above shall entitle the teacher to one (1) day's absence chargeable to bereavement leave. Where travel distance is a factor, two (2) days of an employee's sick leave may be designated for the death of an aunt, uncle, niece or nephew. (1999) (2007)

### **E. PERSONAL LEAVE**

Personal Leave shall be available to teachers under the following conditions:

1. All regular employees shall be eligible for up to two (2) Personal Leave days in each school year without loss of salary. Employees with less than ten (10) years of service shall be eligible for one (1) additional day with loss of the prevailing substitute's pay. Employees with ten (10) years of service or more shall be eligible for three (3) additional days with loss of the prevailing substitute's pay.

In order to recognize and reward extended loyal service to the school system, the Board shall provide certificated personnel who have 22 years or more of service credit with one additional day of personal leave each year without loss of salary. (1997)

2. During the first two (2) weeks and the last two (2) weeks of each semester, on the day prior to or immediately following holidays, and on scheduled inservice days, this privilege shall not be allowed unless recommended by the principal and approved by the appropriate administrator. Personal Leave during the time indicated above will not be granted except for an emergency or more unusual circumstances.
3. Personal Leave may be taken for any purpose that requires absence during work hours. No explanation shall be required. Personal Leave shall not be used for extending a holiday or vacation. (2004)
4. No more than one (1) professional staff member or five percent (5%) of the teaching staff of an administrative unit, whichever is greater, may take Personal Leave at one time. If the number requesting leave exceeds five percent (5%), but the granting of such leave will not interfere with the school's program, the teacher shall have the right to take the leave within the provisions of this policy.
5. Application for Personal Leave shall be made with the principal at least three (3) days in advance, except in cases of emergency.
6. Fully paid personal leave days which remain unused at the end of the work year shall be credited to accumulated sick leave.

### **F. PROFESSIONAL LEAVE**

Without loss of pay, a certificated employee upon approval of the principal or immediate supervisor shall be allowed five (5) days absence in any school year to attend educational meetings provided that only such meetings shall be considered "educational meetings" as shall be approved by the Director of Schools, and provided further that a teacher shall be an elected delegate, an official of the organization meeting, a committee member with responsibilities at said meeting, or an invited participant on the official program. Notification of such absence shall be filed with the principal or immediate supervisor not less than five (5) days prior to such meeting.

Absence for professional reasons other than those specified above (for visiting schools, attending educational conventions or other similar purposes) shall be allowed without loss of pay to the extent of five (5) days in any school year, provided such absence is recommended in writing by the principal and approved by the appropriate Assistant Superintendent.

A certificated employee shall be compensated at his/her daily rate for pay for one (1) day of professional development in exchange for three (3) professional leave days. Such professional development shall be specified within the School Improvement Plan and approved by the

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employee's direct supervisor. Such professional development shall be completed outside the regularly scheduled workday. Payment shall be made in half-day (3 ¼ hours) or full-day (6 ½ hours) increment. (2009)

### **G. FAMILY & MEDICAL LEAVE ACT (FMLA)**

#### **Purpose**

To entitle employees to take leave for a serious health condition which makes the employee unable to perform his/her job, for the birth of a child, care for the newborn child, or for placement of a child for adoption or foster care, or care of a child, spouse or parent who has a serious health condition.

#### **Serious Health Condition Defined**

A serious health condition means an illness, injury, impairment or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or any period of incapacity or subsequent treatment in connection with such in-patient care or (2) a period of continuing treatment by a health provider. A period of continuing treatment means:

- A) An injury or illness that renders the employee unable to work or perform his normal daily routine for three calendar days and (i) involves treatment on two or more occasions by a healthcare provider, or (ii) involves at least one treatment by a health care provider which results in a regimen of continuing treatment; or
- B) Any period of incapacity due to pregnancy or for prenatal care; or
- C) Any period of incapacity or treatment due to a chronic serious health condition; or
- D) A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
- E) Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

#### **Eligibility**

Anyone who has been employed by the Board for the equivalent of one school year and who has at least 1250 hours of service during the twelve (12) calendar months immediately preceding the commencement of the leave is eligible for FMLA leave. In order to calculate the number of hours listed above, each paid day, whether a work day or paid leave including but not limited to holidays, shall be counted as 7.5 hours per Article VI, Section C.

#### **General Principles**

- (1) Any eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave
  - (a) to fulfill family obligations relating directly to the birth of a child, care for the newborn child, or for placement of a child for adoption or foster care (except that any female requesting leave due to pregnancy and childbirth shall be granted at least four (4) months leave;
  - (b) to care for a child, spouse, or parent who has a serious health condition or for the employee's own serious health condition.
- (2) Eligible employees may request up to a maximum of twelve (12) weeks of leave within a "rolling" twelve-month period measured backward from the date the employee uses any

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FMLA leave. Any combination of family leave and medical leave may not exceed this maximum limit.

- (3) During the period of actual physical disability, an employee shall be allowed to use all or a portion of accumulated sick leave for maternity leave purposes during the period of physical disability only, as determined by a physician. Otherwise, the maternity leave shall be unpaid leave. Regularly employed teachers on leave authorized by TCA 49-5-701; 49-5-710 or 49-5-711 shall receive their pay prescribed by contract during their absence subject to all the conditions surrounding such leave.
- (4) The Board may require a health care provider's certification when determining the period of actual physical disability. Requests for leaves and extensions of leaves shall conform to state law governing all leaves of absence.
- (5) An employee shall continue to receive uninterrupted group insurance benefits paid by the Board while on FMLA leave. Other benefits shall be consistent with the terms of this collective bargaining agreement.
- (6) Spouses employed by the Board are each entitled to no more than twelve (12) weeks of family leave for the birth and/or care for a newborn child, or placement of a child for adoption or foster care, or care of a child or parent who has a serious health condition.

### **Restrictions**

1. For foreseeable leave (such as for scheduled surgery), the employee shall provide the Board with at least thirty (30) days written notice before the beginning of the anticipated leave. For unforeseeable events, the employee should make a request for leave as soon as possible under the circumstances. Failure to comply with the advance notice requirements may result in a delay in taking FMLA leave.
2. The Board may require that a request for leave be supported by certification issued by a health care provider with the following information:
  - a. The date on which the serious health condition commenced;
  - b. The probable duration of the condition;
  - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
  - d. A statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimated amount of time that such employee is needed.
3. Employees may be required to submit a fitness-for-duty report upon returning to work where the employee has been away from work because of the employee's own serious health condition.
4. If there is any reason to doubt the validity of the certification provided, the Board may require (at the expense of the Board) an opinion of a second health care provider.
5. Employees must first use accrued sick leave up to 20 days before FMLA leave; however, such use of any applicable accumulated sick leave is contingent upon the leave qualifying for paid sick leave in accordance with this collective bargaining agreement, Title 49 of the Tennessee Code and the Rules, Regulations and Minimum Standards for the Governance of Tennessee Public Schools. If the employee chooses to use paid sick leave beyond the 20 days, the sick leave will run concurrently with FMLA Leave during the twelve-month period referred to under "eligibility" in this article.

Forms for Family and Medical Leave Act Requests and health care provider certifications are available in the Human Resources Office.

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### **Requirements of the Board**

1. Upon returning from leave the employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay or other terms of employment and consistent with TCA 49-5-705.
2. For the duration of an approved leave, the Board shall maintain the employee under its group insurance plans. The Board will be required to continue to pay its share of all insurance premiums. For the duration of the leave, the employee is responsible for reimbursing to the Board his/her share of any group health insurance premiums in the same manner as if the employee was not on leave. If the employee fails to pay his or her portion of the health insurance premium during the period of approved leave, the employer may recover any premiums paid on behalf of the employee upon the employee's return to work.
3. The Board may recover all of the group health premiums it has paid while the employee was out on leave if the following conditions exist:
  - a. The employee fails to return from leave after the period of leave has expired; or
  - b. The employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstance beyond the control of the employee. (1999)

### **H. MILITARY LEAVE**

A teacher shall be granted leave of absence for military service for whatever period may be required. Time spent on leave of absence because of military service shall not be counted as part of the probationary period.

Military leave for required service, not to exceed five (5) years of enlistment, shall be granted to any teacher in the MNPS who may enter the armed services of the country.

Within ninety (90) days after the expiration of his/her term of service and subsequent separation from the armed services, the teacher shall notify the Director of Schools that he/she is ready to resume his/her duties as a teacher in the MNPS. All time spent in the armed services during the leave of absence shall be credited to the teacher in salary placement and retirement benefits as if he/she had been on active duty as a teacher.

*Note: For short-term military leave refer to Tennessee Code Annotated 8-33-109, a copy of which is in the principal's office.*

### **I. POLITICAL LEAVE**

Leaves of absence for tenured teachers elected to legislative posts at the local, state or federal level may be arranged without pay, in the framework of the following roles:

1. Leave of absence shall be requested in writing.
2. Leave of absence may be arranged for less than a school semester.
3. School employees engaged in political activity shall make it clear that their political statements and actions are theirs individually and do not represent those of the school system.

### **J. EXTENDED PROFESSIONAL DEVELOPMENT LEAVE**

Extended Professional Development Leave for the development of knowledge and skills through further study and other planned professional experience shall be available to the certified staff. The Professional Development Commission is responsible for developing and disseminating the

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criteria for awarding Extended Professional Development Leaves based upon the quality of the individual proposal, the assessed needs of the school system and the professional development needs of the teacher, as well as procedures for evaluating the proposals.

Each September, the Professional Council shall develop a list of educational needs in MNPS to be forwarded to the Director for consideration prior to submission of the final list to the Professional Development Commission.

These basic terms and provisions for awarding leaves in Options 1 and 2 shall be followed:

#### **Option 1:**

Certificated personnel who have completed four (4) years of service in MNPS shall be eligible for Professional Development Leave at fifty percent (50%) of the salary to which they would be entitled if employed. Teachers receiving this leave shall return to the Metro School System for a period of two (2) years. Persons granted this leave shall be limited to ten (10).

#### **Option 2:**

Certificated personnel who have completed six (6) years of service in the Metro School System shall be eligible for Professional Development Leave at seventy-five percent (75%) of the salary to which they would be entitled if employed. Teachers receiving this leave shall return to the Metro School System for a period of three (3) years. Persons receiving this leave shall be limited to five (5).

#### **Procedures**

1. In the event two or more proposals for a leave category are evaluated as equal in meeting the established criteria for Professional Development Leaves, length of service of the applicant in either Nashville, Davidson County, and/or MNPS shall be the determining factor in the selection of the recipients.
2. The Director of Schools shall have the discretion to identify and approve additional certificated personnel for Staff Development purposes beyond the total maximum number of participants specified for Options 1 and 2.
3. A teacher returning from Extended Professional Development Leave shall be given a comparable position upon return.
4. Any persons who have taken leave in any of the above categories must remain with the Metro School System the required number of years. No person shall be eligible to receive any Professional Development Leave more than one time.
5. In the absence of unusual circumstances which the Board deems sufficient to justify an exception, applications for Extended Professional Development Leave should be presented to the Director of Schools at least three (3) months before the beginning date for which leave is requested.
6. Applicants shall be required to execute an APPLICATION FOR EXTENDED PROFESSIONAL DEVELOPMENT LEAVE FORM and the EXTENDED PROFESSIONAL DEVELOPMENT LEAVE AGREEMENT FORM.
7. The applicant for leave for further academic study shall submit to the Board of Public Education through the Director of Schools a prospectus of the courses to be taken. The amount of work required by the academic study or planned professional experience shall be the equivalent of a full-time load required for regular classification if college were attended.
8. The applicant for any Professional Development leave shall present a statement to the Director of Schools which contains a detailed justification for the proposed professional

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experience with clear evidence of benefit to the instructional program and teaching assignment.

9. Upon termination of leave, the teacher shall present to the Director of Schools a transcript of the credits received, or, in case of other planned professional experiences, a report of values derived.
10. The salary allowed to the teacher on leave shall be paid at the regular pay periods and shall be subject to all deductions required of teachers.
11. All time spent under this approved leave shall be credited to the teacher in salary placement and retirement benefits as if the teacher has been on active duty.
12. The teacher on leave shall be required to furnish to the Director of Schools such periodic reports as may be required.
13. Failure on the part of any teacher granted leave to comply with the conditions shall cause the Board of Public Education to terminate such leave. Furthermore, the entire sum paid to the teacher while on leave by the Board of Public Education will be returnable and all future payments shall cease.
14. In the event of severe budgetary limitations the Professional Council will determine any necessary limitations imposed on the Extended Professional Development Leave Program.

#### **Professional Development Commission.**

1. The Professional Development Commission, a joint commission of the Administration and the Association, shall evaluate applications for Extended Professional Development Leave. The Professional Development Commission will consider all requests in order to make a recommendation to the Director of Schools. If the Commission makes a positive evaluation of the request, the application will be sent to the Director of Schools for further consideration. If the Commission makes a negative evaluation of an application when it is submitted, the Commission will write the applicant giving the reason for not recommending favorable action on the request. The applicant may appeal that recommendation to the Director of Schools or his/her designee. The Professional Development Commission shall submit its list of recommendations and the rationale for each person nominated to the Director of Schools. If the leave applicants are approved by the Director of Schools, those names shall be presented at the earliest appropriate meeting. If the Professional Development Commission has recommended approval of an application, but it is subsequently denied by the Director, the applicant and the Commission will be so advised with a statement of reason for the negative action.
2. No member of the Commission or any spouse, child, parent, or sibling of a commission member shall receive a leave during the commission member's term.

#### **K. ASSOCIATION LEAVE**

When the need arises, officers, committee chairs and other association leaders may attend essential local, state and national meetings without loss of pay. This leave shall be in addition to other leave provisions provided by the Board.

The President of the Association shall initiate each request for such professional leave and submit the request to the Director of Schools or his designee at least one (1) week in advance.

The Director either approves the request and forwards a copy to the teacher's principal and the President of the Association or notifies the President of the Association that he/she is not approving the leave, giving the reason (or reasons) for the non-approval.

**L. RELIGIOUS RITE OR ORDINANCE**

A maximum of two (2) day's absence without loss of pay shall be allowed for the observance of an established religious rite or ordinance within any one (1) school year provided that the teacher's failure to observe this rite or ordinance shall impede the practice of his/her religion and no reporting requirement interferes with the teacher's rights under the Establishment Clause of the First Amendment to the United States Constitution and/or Title 49, Chapter 6, Part 80 of the Tennessee Code Annotated. (2007)

**M. ASSOCIATION PRESIDENT**

1. The President of the Association representing a majority of the teachers may be granted a leave for one (1) year with pay during his/her term in office. The Association shall reimburse the Board for one-half (1/2) the President's salary and benefits. Upon his/her return he/she shall be assigned to the same position which he/she held at the time said leave commenced, if existent, or, if not, to a substantially equivalent position.
2. The President and/or his/her authorized designees, provided that this shall not interfere with or interrupt normal school operations, shall be allowed to visit schools. On arrival at the school he/she shall sign in at the office to report his/her presence in the building to the principal or acting administrator. (2007)

**N. ASSOCIATION OFFICE**

Special leave without pay for one (1) year shall be granted to any certificated employee of the Board to serve full time as an officer of any state or national professional organization.

Contingent upon a mutually acceptable contract, the Board agrees to be the conveyor of any compensation awarded to the officer by the state or national organization, for a period not to exceed one (1) year.

**O. SPECIAL LEAVE -- PEACE CORPS OR SIMILAR GOVERNMENT APPROVED EDUCATIONAL ACTIVITY**

Special leave of absence shall be granted for one (1) year or two (2) years without pay to teachers volunteering and accepted for service in the Peace Corps or similar government approved educational activity. This leave (provision) shall include non-tenure teachers, with satisfactory evaluations.

**P. COURT APPEARANCE POLICY**

A teacher will be granted court leave with pay for the time required for court appearance only in the following circumstances:

- 1) When the Board subpoenas or otherwise requests the court appearance of the teacher.
- 2) When a teacher is subpoenaed in a lawsuit in which the Board is a party.
- 3) When a teacher is subpoenaed as a result of his/her role with the Board.
- 4) When a teacher is summoned as a juror for jury duty when written evidence of jury service is provided.
- 5) When a teacher is subpoenaed in a lawsuit in which the teacher is not a party and in which he/she has a civic responsibility to testify as a witness.

Teachers will not be able to use court appearance leave with pay for purposes other than as listed above. (e.g. divorce, custody matters, criminal cases, personal or family disputes, and similar type matters).

Written evidence of required court appearance shall be filed with the Payroll Department in order to receive court leave with pay. Any fees resulting from court service (not to exceed the employee daily rate of pay) shall be paid to the Board by those receiving leave pay. (1999)

**Q. PLACING TEACHERS RETURNING FROM LEAVE**

Known vacancies in the school system will be made available to all teachers who are returning from authorized leaves of absence. In the determination of assignments for teachers who are returning from authorized leaves of absence, the convenience and wishes of the teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

**R. LEAVE WITHOUT PAY**

1. Educational. Certificated employees may request, for a period not to exceed one (1) year, leave without pay for further education and professional development subject to the approval of the Director of Schools. Other full time employment is not permissible under this position.
2. Other. Certificated employees with five (5) years or more of service may apply for a personal leave without pay for one (1) year. Application shall be made before August

The application will be forwarded to the Director of Schools for consideration if the Assistant Superintendent for Human Resources has made a finding that such absence shall not adversely affect the staffing or instructional programs of the school system. This leave shall in no way change a teacher's status for reduction-in-force procedures. An employee is only entitled to leave under this provision one time in a rolling five (5) year period. (2009)

In the event of a **serious family illness** documented by medical records occurs after the school year begins, an employee with five (5) years or more of service may request an unpaid leave. If granted, the leave must be taken for the remainder of the semester. The application for this one semester unit shall be forwarded to the Director of Schools for approval or rejection if the Assistant Superintendent for Human Resources approves the leave.

**S. ACCRUED BENEFITS UPON RETURNING FROM LEAVE**

Upon returning from approved leave, the Board shall grant all benefits to which a teacher was entitled at the time of his/her approved leave of absence, provided he/she returns under the conditions stipulated in the leave grant and provided such benefits are still provided by the Board.

## ARTICLE VIII

### PROFESSIONAL COMPENSATION

#### A. WORK YEAR AND PAY SCHEDULE

Certificated employees employed for ten (10) months may choose yearly, a biweekly pay plan reflective of their employment contract dates (21 payments) or optionally, 12 months (26 payments) beginning in the 2004-2005 school year. The Association and the Board shall mutually agree to the schedule of pay days for professional employees in the event that the Board converts to a balanced or other non-traditional school calendar. Any agreement will take into consideration cost and technical constraints related to issues identified by the Metro Department of Finance. (2006)

Paydays for teachers shall be on an uninterrupted schedule from the beginning of school. In the event of days being made up because of adverse weather or related conditions, the last check will be issued on the last day worked. These provisions do not apply to those who choose the 26 pay options.

When payday falls on a holiday, checks will be issued on the work day immediately preceding the holiday. In the event of school closing on paydays because of inclement weather or other acts of God, reasonable effort will be made to make paychecks available to employees.

The building principal shall be responsible, subject to the Tennessee Open Records Act, for distributing paychecks in such a manner as to avoid disclosure to co-workers and others. (1999)

#### B. ADMINISTRATIVE SALARIES

The index for principals and assistant principals' salaries will be determined by the tier level. The Administrative Pay Scale will be published with the Teacher Salary Schedule in the Educational Agreement. Administrators hired into MNPS with verified experience in other school systems will receive year for year credit for equivalent service to determine salary. A list of Administrators' placement on the salary schedule (including grade, step and annual salaries) shall be provided to the Association upon request. The Board agrees to work closely with the Association president to resolve all identified administrative salary overpayments. (2009)

#### ADMINISTRATIVE SLOTTING PROCEDURE

\*For the purpose of this section, term "Director" shall include "Executive Director."

<u>Position Change</u>	<u>Salary Change</u>
Principal to Director	Slotted + 1
Principal to Principal	Lateral
Principal to Asst. Principal	Lateral
Principal to Coordinator	Lateral
Asst. Principal to Director	Slotted + 1
Asst. Principal to Principal	Slotted + 1
Asst. Principal to Asst. Principal	Lateral
Asst. Principal to Coordinator	Lateral
Director to Director	Lateral
Director to Principal	Lateral
Director to Asst. Principal	Lateral
Director to Coordinator	Lateral
Coordinator to Director	Slotted + 1

**Educational Agreement**

Coordinator to Principal  
Coordinator to Asst. Principal  
Coordinator to Coordinator

Lateral  
Lateral  
Lateral

**C. LONG-RANGE GOALS FOR COMPENSATION**

The Board and the Association agree to establish long-range goals for compensation with a specific target and time line. The plan will include, but not be limited to, discussion regarding unpaid **holidays** and additional forms of compensation. The first year of implementation of the plan will be 1994-95. (1993)

**D. TERMINAL PAY AT RETIREMENT**

1. Certificated employees who die while in service or retire under any of the Board-approved retirement plans shall be paid for accrued sick leave at the rate of fifty dollars (\$50) per day for the number of days for which they qualify under the following schedule:

<b>Years of Service in the MNPS</b>	<b>Percent of Accrued Days to be Paid</b>
20 years or more or age 60	100%
19 years or age 59	75%
18 years or age 58	65%
17 years or age 57	55%
16 years or age 56	45%
15 years or age 55	35%

2. For employees, hired after July 1, 2007, the following provision applies for days earned outside of MNPS. Sick Leave days used as an MNPS employee shall be used on a first-in-first-out basis (i.e., days brought to MNPS shall be used before earned in MNPS).
3. Certificated employees who die while in service or retire under any of the Board-approved retirement plans shall be paid for accrued sick leave at the rate of thirty (\$30) per day for the remaining number of days brought from another system. These days will not be prorated based on years of service or age. In order to be paid for sick leave earned outside of MNPS, a teacher must have been employed by MNPS; a teacher must have been employed by MNPS a minimum of five (5) years.
4. Certificated employees who notify the Human Resources Department no later than January 15 of their plans to retire upon the completion of their current fiscal year assignment, will receive payment for sick leave at the rate of fifty dollars (\$50) per day for the first 50 days accrued, seventy-five dollars (\$75) per day for days 51-100, and one hundred dollars (\$100) per day for accrued days beyond 100. This payment is subject to the years of service and percentages listed on the schedule above. Sick days brought in from another system will count towards toward accrued time. However, only days earned while in the service of MNPS will be paid at a rate higher than thirty (\$30) per day.
5. Eligibility for employees who die while in service shall have local experience calculated as follows:
  - a. Not more than ten (10) months of experience may be counted during any one fiscal year.
  - b. The total number of months computed shall then be divided by ten (10). Should there remain a fraction of five (5) or more months (100 days), such fraction shall be counted as a full year's teaching experience.
  - c. The rate and number of days for which they qualify shall be determined in accordance with the language above.
6. Teachers who notify the Human Resources Department no later than March 15 of their plans to retire upon the completion of their current fiscal year assignment shall receive a five-hundred-dollar (\$500) early notification incentive. (2009)

**Metropolitan Nashville Public Schools  
2009-10 Teacher Salary Schedule**

(201 Days)

<b>Years</b>	<b>Index</b>	<b>Permit</b>	<b>Index</b>	<b>Bachelors</b>	<b>Index</b>	<b>Master</b>	<b>Index</b>	<b>Masters +</b>	<b>Increment</b>	<b>EDS</b>	<b>Index</b>	<b>Doctorate</b>	<b>Years</b>
<b>Exp</b>													<b>Exp</b>
0	1.0000	\$32,056	1.0625	\$ 34,059	1.1750	\$37,666	1.2950	\$41,512	\$1,420.00	\$ 42,932	1.3950	\$ 44,718	0
1	1.0400	33,338	1.0800	34,620	1.1850	37,986	1.3050	41,833	\$1,410.00	43,243	1.4050	45,039	1
2	1.0800	34,620	1.1000	35,262	1.2200	39,108	1.3400	42,955	\$1,410.00	44,365	1.4400	46,161	2
3	1.1200	35,903	1.1400	36,544	1.2600	40,390	1.3600	43,596	\$1,450.00	45,046	1.4800	47,443	3
4	1.1400	36,544	1.1600	37,185	1.2800	41,032	1.4000	44,878	\$1,495.00	46,373	1.5200	48,725	4
5	1.1800	37,826	1.2000	38,467	1.3200	42,314	1.4400	46,161	\$1,500.00	47,661	1.5600	50,007	5
6			1.2400	39,749	1.3600	43,596	1.4800	47,443	\$1,560.00	49,003	1.6000	51,289	6
7			1.2800	41,032	1.4000	44,878	1.5200	48,725	\$1,610.00	50,335	1.6400	52,572	7
8			1.3200	42,314	1.4400	46,161	1.5600	50,007	\$1,675.00	51,682	1.6800	53,854	8
9			1.3600	43,596	1.4800	47,443	1.6000	51,289	\$1,720.00	53,009	1.7200	55,136	9
10			1.4000	44,878	1.5200	48,725	1.6400	52,572	\$1,705.00	54,277	1.7600	56,418	10
11			1.4400	46,161	1.5600	50,007	1.6800	53,854	\$1,735.00	55,589	1.8000	57,701	11
12			1.4800	47,443	1.6000	51,289	1.7200	55,136	\$1,760.00	56,896	1.8400	58,983	12
13			1.5200	48,725	1.6400	52,572	1.7600	56,418	\$1,780.00	58,198	1.8800	60,265	13
14			1.5600	50,007	1.6800	53,854	1.8000	57,701	\$1,790.00	59,491	1.9200	61,547	14
15			1.5750	50,488	1.7200	55,136	1.8400	58,983	\$1,845.00	60,828	1.9600	62,830	15
16					1.7225	55,216	1.8800	60,265	\$1,845.00	62,110	2.0000	64,112	16
17							1.8825	60,345	\$1,885.00	62,230	2.0400	65,394	17
18									\$1,885.00	62,230			18
19									\$1,925.00	62,270			19
25	1.1800	\$37,826	1.6025	\$ 51,370	1.7625	\$56,499	1.9200	\$61,547	\$1,925.00	\$ 63,472	2.0800	\$ 66,676	25

Educational Agreement

E. SALARY SCHEDULES\*

### ***Educational Agreement***

Ed.S.: The Board shall provide holders of the Educational Specialist Degrees with the additional remuneration which the State salary schedule provides beyond the MA+30 lane.

The above figures do include payment for **Martin Luther King Holiday**. (See Section P below.)

Within the salary were the following:

1. A mutual commitment and full cooperation of all certificated employees in the development of school and department improvement plans. When necessary, at the discretion of the principal, teachers will devote time beyond the normal school day to accomplish these objectives.
2. A commitment of all certificated employees to staff development activities. (1995)

The Board agrees to increase the Teacher Salary Schedule, the Administrative and Supervisory Salary Scale and the summer school rate of pay by 3%, inclusive of any state raise but exclusive of any state one-time bonus, pending available funding and sufficient resources. (2005) (2007)

Effective July 1, 2008, the Board agrees to allow year-for-year credit for experience on the Teacher Salary Schedule. In order for experience to be credited, it must be verified and accepted by the Tennessee Department of Education. (2008)

Effective July 1, 2008, all teachers affected by this change who are paid on the Teacher Salary Schedule will be advanced on the salary schedule to the step appropriate for all years of acceptable experience. In order for experience to be credited, it must be verified by the Tennessee Department of Education. Pay will only be retroactive to July 1, 2008. (2008)

**Metropolitan Nashville Public Schools**  
2009-10 Administrative Salary Scale

Position	Degree	Schedule	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	**Longevity
Elementary	Masters	11 Month	70,709.50	71,950.65	73,191.80	74,431.92	75,673.07	76,912.16	78,153.31	79,392.40	1,275.14
Principal	Masters+	11 Month	73,191.80	74,431.92	75,673.07	76,912.16	78,153.31	79,392.40	80,634.58	81,875.73	1,275.14
	PHD	11 Month	75,673.07	76,912.16	78,153.31	79,392.40	80,634.58	81,875.73	83,114.82	84,354.94	1,275.14
Middle School	Masters	12 Month	83,226.62	84,580.60	85,935.71	87,287.44	88,641.43	89,992.04	91,347.14	92,702.25	1,275.14
Principal	Masters+	12 Month	85,935.71	87,287.44	88,641.43	89,992.04	91,347.14	92,702.25	94,055.11	95,409.09	1,275.14
	PHD	12 Month	88,641.43	89,992.04	91,347.14	92,702.25	94,055.11	95,409.09	96,760.82	98,114.80	1,275.14
Sr. High	Master	12Month	86,892.86	88,240.10	89,586.31	90,933.55	92,282.85	93,628.03	94,976.30	96,323.54	1,275.14
Principal	Masters+	12 Month	89,586.31	90,933.55	92,282.85	93,628.03	94,976.30	96,323.54	97,670.78	99,018.02	1,275.14
	PHD	12 month	92,281.82	93,628.03	94,976.30	96,323.54	97,670.78	99,018.02	100,365.26	101,711.47	1,275.14
Elementary	Masters	11 Month	63,885.75	65,126.90	66,292.86	67,608.17	68,849.32	70,089.44	71,330.59	72,570.71	1,275.14
Asst. Principal	Masters+	11 Month	66,367.02	67,608.17	68,849.32	70,089.44	71,329.56	72,570.71	73,811.86	75,053.01	1,275.14
	PHD	11 Month	68,849.32	70,089.44	71,329.56	72,570.71	73,811.86	75,053.01	76,291.07	77,532.22	1,275.14
Middle School	Masters	11 Month	65,127.93	66,367.02	67,608.17	68,849.32	70,089.44	71,329.56	72,570.71	73,811.86	1,275.14
Asst. Principal	Masters+	11 Month	67,608.17	68,849.32	70,089.44	71,329.56	72,570.71	73,811.86	75,053.01	76,291.07	1,275.14
	PHD	11 Month	70,088.41	71,330.59	72,571.74	73,810.83	75,051.98	76,291.07	77,533.25	78,774.40	1,275.14
Sr. High	Masters	11 Month	67,608.17	68,849.32	70,089.44	71,329.56	72,570.71	73,811.86	75,053.01	76,291.07	1,275.14
Asst. Principal	Masters+	11 Month	70,089.44	71,329.56	72,570.71	73,811.86	75,053.01	76,291.07	77,532.22	78,775.43	1,275.14
	PHD	11 Month	72,570.71	73,811.86	75,053.01	76,291.07	77,532.22	78,775.43	80,013.49	81,254.64	1,275.14
Executive	Masters	12 Month	88,914.75	90,260.96	91,608.20	92,955.44	94,301.65	95,649.92	96,997.16	98,343.37	1,275.14
Director	Masters+	12 Month	91,608.20	92,955.44	94,301.65	95,649.92	96,997.16	98,343.37	99,690.61	101,038.88	1,275.14
	PHD	12 Month	94,301.65	95,649.92	96,997.16	98,343.37	99,690.61	101,038.88	102,386.12	103,731.58	1,275.14
Director	Masters	12 Month	86,892.86	88,240.10	89,586.31	90,933.55	92,282.85	93,628.03	94,976.30	96,323.54	1,275.14
	Masters+	12 Month	89,586.31	90,933.55	92,282.85	93,628.03	94,976.30	96,323.54	97,670.78	99,018.02	1,275.14
	PHD	12 Month	92,281.82	93,628.03	94,976.30	96,323.54	97,670.78	99,018.02	100,365.26	101,711.47	1,275.14
Coordinator	Masters	12 Month	72,074.25	73,421.49	74,768.73	76,114.94	77,463.21	78,810.45	80,156.66	81,504.93	1,274.14
	Masters+	12 Month	74,768.73	76,114.94	77,463.21	78,810.45	80,156.66	81,504.93	82,851.14	84,199.41	1,275.14
	PHD	12 Month	77,463.21	78,810.45	80,156.66	81,504.93	82,851.14	84,199.41	85,547.68	86,892.86	1,275.14
EDS Table	0	1	2	3	4	5	6	7	8	9	
	1,420.00	1,410.00	1,410.00	1,450.00	1,495.00	1,500.00	1,560.00	1,610.00	1,675.00	1,720.00	
	10	11	12	13	14	15	16	17	18	19+	
	1,705.00	1,735.00	1,760.00	1,780.00	1,790.00	1,845.00	1,845.00	1,885.00	1,885.00	1,925.00	
* An administrator with an EDS is paid on Masters+ scale plus the amount found on the EDS table. Step is determined by years of experience.											
** Longevity is paid to an administrator with 25 or more years of local experience. The amount indicated is added to base salary.											

Educational Agreement

F. ADMINISTRATIVE SALARY SCHEDULE

## *Educational Agreement*

### **G. MILEAGE**

Any certificated employee who is required, by reason of his/her regular contract assignment, to travel from one place of responsibility to another within and outside the school district during the regular contract day, shall be reimbursed for mileage at the current Board rate or thirty (30) cents per actual mile driven, whichever is greater. (2003)

Employees eligible for mileage: attendance teachers, central office employees, itinerant teachers (includes roving music, physical education, and special education), and social workers. (2003)

### **H. DIFFERENTIATED PAY**

#### 1. Algebra I Teachers

The Tennessee Board of Education has passed a new Employment Standard, which provides a path to teach Algebra I in grades 9-12 for any teacher holding any endorsement that includes grade 8 in its grade span (K-8, 4-8, K-12, 7-12, etc.) PROVIDED they complete a five-day, state-sponsored training session and pass the Praxis exam required by the Tennessee Department of Education.

Therefore, the Board agrees to pay the registration fees and test costs for the required Praxis test for any newly assigned MNPS teacher who makes the minimum score required for highly qualified status set by the Tennessee Department of Education.

In addition, for the (2009-2010) school year, any newly assigned teacher who meets the above qualifications and who teaches Algebra I at least 50% of the day in a high priority school in grades 7-9 shall receive a \$4000 salary supplement. (2009)

#### 2. Middle School Math Teachers

The Tennessee Board of Education has passed a new Employment Standard which provides a path to become highly qualified in mathematics for grades 7-8 for any teacher holding a K-8, 1-8, 4-8, or 1-9 endorsement and passes the Praxis exam required for highly qualified status by the Tennessee Department of Education.

Therefore, the Board agrees to pay the registration fees and test costs for the required Praxis test for any newly assigned MNPS teacher with the above endorsement who makes the minimum score required for highly qualified status set by the Tennessee Department of Education.

In addition, for the 2009-2010 school year, any newly assigned teacher who meets the above qualifications and who teaches math at least 50% of the day in a high priority school in grades 7-8 shall receive a \$4000 salary supplement. (2009)

#### 3. Math Teachers

For the 2009-2010 school year, the Board agrees to pay a one-time \$4000 supplement to all newly hired and/or newly assigned teachers certified and highly qualified in 7-12 math and who teach math at least 50% of the day in a high priority school in grades 7-12 shall receive a \$4000 salary supplement. (2009)

#### 4. ELL Teachers

For the 2009-2010 school year, the Board agrees to pay a one-time \$4000 supplement to all newly hired and/or newly assigned teachers certified and highly qualified in ELL K-12 who are assigned to teach that subject at least 50% of the day in a high priority school in grades K-12. (2009)

## *Educational Agreement*

### 5. Special Education Teachers

For the 2009-2010 school year, the Board agrees to pay a one-time supplement of \$4000 to newly hired and newly assigned fully certified special education teachers who meet the highly qualified requirements for the grade level and special education program assigned and who are assigned to a high priority school.

The Board agrees to pay the PRAXIS registration fee and test cost for any K-8 special education teacher or 9-12 life skills teacher who is fully certified in special education and who makes the minimum score for highly qualified status on the PRAXIS test(s) required by the Tennessee Department of Education. (2009)

### 6. General Considerations for Sections A-E

In order to be eligible for the supplement the following conditions must be met:

- a. The teacher must teach the applicable subject at least 50% of the day.
- b. In order to be eligible for a supplement, a teacher must work a minimum of 80 days.
- c. All supplements will be paid in two payments – one at the close of the first semester and one at the close of the second semester.
- d. A teacher is eligible for only one of the differentiated **subject area** pay supplements per year. The 5% supplement for the staff at the schools referenced in Section 7 will be paid in addition to any subject area supplement. (2009)
- e. If the teacher retires or resigns before the close of the school year the supplement will be prorated for days actually worked.
- f. No supplement will be paid for the duration of time the teacher is on unpaid leave. (2008)

7. For the 2009-2010 school year, the Board agrees to pay new or newly assigned certificated personnel at Napier Elementary, Shwab Elementary, Wharton Elementary, John Early Middle, and McKissack Academy a one-time pay supplement equivalent to 5% of their annual salary. It is further agreed that these schools will be “fresh started” and that all current certificated personnel will be required to reapply for their positions at these schools.

Only regular, full-time employees of MNPS and qualifying interim employees shall be included in the award program described above. Contracted employees, including re-employed retirees shall not be eligible for the awards described above. For Napier and Shwab elementary schools, no alternatively licensed teacher shall be hired. All teachers working less than full time will receive a pro-rata share for the bonus based upon the number of days or hours worked per week. (2009)

8. For the 2009-2010 school year, the Board agrees to offer ten (10) days of in-service to the teachers and administrators at Buena Vista Elementary, Cockrill Elementary, Park Avenue Elementary, Bass Middle, and Pearl Cohn High School. This in-service will be offered on days other than regularly scheduled work days and will be developed in accordance with the SIP. Teachers from the above schools will be paid their daily rate of pay for each day of attendance. (2009)

This in-service will be offered outside the regularly scheduled workdays in half day (3 ¼ hours) or full day (6 ½ hours) sessions. (2009)

*Educational Agreement*

**I. SALARY SUPPLEMENTS**

An annual supplement is paid to certain teachers as follows:

<b>SUPPLEMENT</b>	<b>7/1/03 (and thereafter)</b>
Athletic Business Manager, Varsity.....	9%
Athletic Business Manager, Varsity--No Football.....	7%
Athletic Business Manager, Middle.....	3%
Athletic Business Manager, Middle--No Football.....	1 1/2%
Band Director, Varsity.....	12%
Band Director, Varsity Assistant.....	7%
Basketball Coach, Varsity Head.....	12%
Basketball Coach, Varsity Assistant.....	9%
Basketball Coach, 9th Grade.....	9%
Basketball Coach, Middle School.....	9%
Baseball Coach, Varsity.....	9%
Baseball Coach, Varsity Assistant.....	6%
Bowling Coach, Varsity (1 squad).....	5%
Bowling Coach, Varsity (2 squads).....	7 1/2%
Choral Music Sponsor, High School.....	5%
Cheerleader Sponsor, Varsity Football and Basketball.....	8%
Cheerleader Sponsor, Varsity Football or Basketball.....	4%
Cheerleader Sponsor, 9th Grade Football or Basketball.....	3%
Cheerleader Sponsor, 9th Grade Football and Basketball.....	6%
Cheerleader Sponsor, High School Wrestling.....	3%
Cheerleader Sponsor, Middle School Football and Basketball.....	6%
Cheerleader Sponsor, Middle School Football or Basketball.....	3%
Cheerleader Sponsor, Middle School Wrestling.....	1 1/2%
Cross Country Coach, Varsity.....	5%
Cross Country Coach, Varsity (2 teams).....	7 1/2%
Drama Sponsor, High School (2 productions minimum).....	5%
Football Coach, Varsity Head.....	12%
Football Coach, Varsity Assistant.....	9%
Football Coach, 9th Grade.....	9%
Football Coach, 9th Grade Assistant.....	6%
Football Coach, Middle School.....	9%
Football Coach, Middle School Assistant.....	6%
Forensic Sponsor, High School.....	5%
Golf Coach, Varsity (1 squad).....	5%
Golf Coach, Varsity (2 squads).....	7 1/2%
Interhigh Sponsor, High School (1 Districtwide).....	2%
Newspaper Sponsor, High School.....	5%
Newspaper Sponsors, Middle School.....	2 1/2%
Soccer Coach, Varsity.....	9%
Soccer Coach, Varsity Assistant.....	6%
Soccer Coach, Middle School.....	6%
Softball Coach, Varsity.....	9%
Softball Coach, Varsity Assistant.....	6%
Student Council Sponsor, High School.....	3%
Student Council Sponsor, Middle School.....	1 1/2%
Tennis Coach, Varsity (1 squad).....	5%
Tennis Coach, Varsity (2 squads).....	7 1/2%
Track Coach, Varsity.....	9%
Track Coach, Varsity Assistant.....	6%
Track Coach, 9th Grade.....	6%
Track Coach, Middle School.....	6%
Volleyball Coach, Varsity.....	9%
Volleyball Coach, Varsity Assistant.....	3 1/2%
Volleyball Coach, 9th Grade.....	6%
Volleyball Coach, Middle School.....	6%
Wrestling Coach, Varsity.....	10%
Wrestling Coach, Varsity Assistant.....	7 1/2%
Wrestling, 9th Grade.....	7 1/2%
Wrestling, Middle School.....	7 1/2%
Yearbook Sponsor, High School.....	5%

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Yearbook Sponsors, Middle School.....3%

All percentages are computed on the individual's base teacher pay.

**The supplements listed below are not applicable to persons assigned after 7/1/75:**

<b>POSITION</b>	<b>AMOUNT</b>
Chair -- Speech and Hearing .....	\$330.00
Consultant Teacher (Elementary) .....	\$500.00
Guidance Counselor (must serve for 2 periods or more per day) .....	\$150.00
Psychological Service Worker .....	\$500.00
Psychometrist .....	\$500.00
Special Education .....	\$165.00

Effective July 1, 2010 the Board of Education agrees to pay the following salary supplements: (2009)

1. 1 ½% stipend for Elementary Yearbook sponsors
2. Raising the Middle School Athletic Business Manager Supplement to:  
4% in schools with football  
2% in schools with no football program

**J. ANNUAL LEAVE PAYMENT UPON DEATH OR RETIREMENT**

When a certificated employee retires or dies while in service, the Board shall pay the employee or beneficiary/estate for earned vacation, not to exceed 20 days at the employee's current applicable daily rate.

**K. EXTRA COMPENSATION PAYMENT**

In an effort to facilitate payment of teachers employed for any **work beyond** the regular contract obligation on a full and part-time basis, the Administration will monitor and encourage greater efficiency in payroll reporting. An effort will be made to ensure payment on regularly scheduled school system paydays as services are performed.

**L. VOLUNTARY WORKSHOPS AND TRAINING ACTIVITIES**

All voluntary workshops and training activities beyond the regular school day will be compensated at \$85.00 for a 7.5-hour day, effective May 24, 2003. An individual who serves as a presenter will be compensated at \$200 per full day. Half days will be paid at half the established rate of pay. (2003)

**M. INSURANCE BENEFITS**

1. The Board of Education agrees to pay 71% beginning July 1, 2000, 73% beginning July 1, 2001, and 75% beginning July 1, 2002. This agreement does not apply to life insurance beyond the amount deemed by the Internal Revenue Service as an allowable, non-taxable, employer-paid benefit. The Board agrees to provide a \$50,000 life insurance benefit for all eligible teachers. Eligible teachers are regularly scheduled to work at least 18 hours per week. (2000) (2008)
2. Each teacher and employee of the Board shall be covered by a \$500 death benefit under provisions of the Metropolitan Charter.

The Board and the Association also agree to formally encourage the Insurance Trust to identify and implement steps to contain insurance cost increases in future years. (1997)

## *Educational Agreement*

3. The Board and the Association agree to refer the economic issue of employer paid **disability insurance** to the Insurance Trust so that the Insurance Trust can first conduct a study to determine the structure and feasibility of such a benefit and second, to make, when the Insurance Trust determines it to be appropriate and financially possible, a recommendation to the Board for their consideration. If the Insurance Trust's recommendation is approved by the Board such recommendation will be incorporated within the *Educational Agreement*. (1999)

### **N. WELLNESS**

The Board and the Association agree to establish a joint committee to investigate possible wellness programs such as:

- (1) smoking cessation
- (2) weight control
- (3) exercise programs and
- (4) stress management. (1993)

### **O. EMPLOYEE ASSISTANCE PROGRAM**

The Board agrees to fund an employee assistance program beginning with the 1997-98 year. (1993)

### **P. MARTIN LUTHER KING HOLIDAY**

Starting with the 1996-1997 school year, the Board agrees to provide Martin Luther King, Jr. Day as a paid holiday in perpetuity for all certificated employees. This day will be paid above and beyond the discretionary days and vacation days provided by the State of Tennessee. For all employees who work less than 12 months this provision will result in an additional day of pay. (1996)

### **Q. OPTIONAL INSTRUCTIONAL PREPARATION PAY**

The Board agrees to provide \$100 in recognition of extra work and preparation for those ten and eleven-month certificated personnel who are not on the administrative pay scale and elect to prepare classrooms or work areas prior to the start of the school year. **Recognition pay** will be included in the employee's first full paycheck of the school year upon verification by the principal or supervisor that preparation has been completed. However, if verification is not received in the Payroll Department prior to the closing date for the first full payroll, the Board agrees to honor and pay any recognition verification it receives through the first 30 calendar days after school begins. (1999)

### **R. NATIONAL BOARD CERTIFICATION**

The Board agrees to pay up to \$2000 toward the National Board of Professional Teaching Standards (NBPTS) application fee for each teacher seeking National Board Certification. District funding for the fee will not be dependent upon the achievement of National Board Certification; however, if the teacher does not complete the process, the District will receive the refund from NBPTS of fees paid by the District. The teacher must apply to the State Department of Education for the federal grant program for National Board Certification. Funds paid on the teacher's behalf through the federal grant program shall reduce the MNPS obligation toward payment of the NBPTS application fee. (2008)

The Board further agrees that teachers may use their five existing professional days for portfolio preparation for NBPTS Certification. Once certification is achieved, the teacher will receive a \$4000 per year supplement for the life of the certificate so long as the teacher remains employed fulltime within the area of the NBPTS certificate or the teacher is assigned to the PALS Program as a mentor. Additionally, the teacher must remain in MNPS for a minimum of three years. An individual who leaves earlier than three years will reimburse the district on a pro-rata basis for the fees paid by MNPS for gaining certification. During the time the teacher is Board Certified,

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he/she must provide two workshops per year for three years to assist other teachers in becoming NBPTS Certified and/or on other topics mutually agreeable to the District and the teacher.

Any teacher who was NBPTS certified before July 1, 2003, and meets the provisions outlined above will begin to receive the annual salary supplement in the 2003-2004 school year. However, the Board will not reimburse any fees paid by any teacher prior to July 1, 2003. (2003)

**U. EXCEPTION PAY**

The exception rate of pay shall be \$25 per hour and shall apply to teachers working beyond the regular work day during the academic calendar for specified and approved activities which help support school improvement plans and for all summer school assignments.

Teachers participating in grants may receive additional pay prorated at their daily rate in accordance with the grant award. (2009)

**T. STIPEND PAY**

One hundred dollars (\$100) per day or fifty dollars (\$50) per day will be paid for planning and preparation to non-coaching teachers conducting workshops during the school day if the workshop is specified and approved in the school improvement plan. (2009)

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

#### **Grievance Defined:**

A teacher claim that there has been violation, misinterpretation or misapplication of pertinent state and federal law or policies of the Board.

#### **Parties Defined:**

The term teacher used in the agreement is intended to mean also supervisor, principal, director or other certificated personnel of the Board.

#### **General Policies:**

1. Testimony during proceedings is "confidential" and does not become part of the individual's personnel record on file at the Board.
2. Generally, processing grievances will be done at times that do not interfere with the teacher's assigned duties. When the aggrieved person, the Association and the Board mutually agree to have proceedings during the regularly assigned working hours, the involved teachers shall be released from duties without reduction in salary.
3. Parties to the grievance may be represented by legal counsel at their expense.
4. It is the mutual intent of the Association, the Board, and School Administration to resolve all grievances at the earliest possible steps in the grievance procedure.

#### **Informal Procedure:**

If a teacher feels that he/she has a grievance, he/she shall first discuss the matter with his/her principal or other appropriate administrator, personally or accompanied by an Association representative, in an effort to resolve the problem informally. The parties shall seek to adjust the difficulty at the point of origin by obtaining advice from any appropriate division of the Central Office, and/or professional organization representative. If the problem is not resolved informally, then either party may declare that a grievance exists and the formal procedure invoked.

#### **Formal Procedure:**

- (1) Level One:
  - (a) If an aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her alleged grievance formally in writing to the principal or other appropriate administrator and if so requested, a copy shall be forwarded to the Association. A written grievance shall contain the following information: Name and position of grievant; a statement of the grievance and the facts involved, including relevant dates; a reference to the applicable provisions of the Board policy, if any; the corrective action requested; signature of the grievant. (2006)
  - (b) The aggrieved person, or the principal or other appropriate administrator, may request a conference prior to the rendering of the decision. The conference shall be scheduled within three (3) school days following the receipt of the grievance. If he/she so desires, any person involved in the grievance may request the presence of an Association representative. The Association shall be notified of any grievance hearing. (2006)
  - (c) The principal, or other appropriate administrator, within six (6) school days after the receipt of the grievance or the conference with the aggrieved person, shall render a

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written decision to the aggrieved person and a copy shall be forwarded to the Association office. (2006)

(2) Level Two:

- (a) If the grievance is not resolved at Level One, the aggrieved teacher may appeal in writing, within five (5) school days after the decision at Level One, to the appropriate administrator.
- (b) The aggrieved person, or the administrator or his/her designee, may request a conference prior to the rendering of the decision. The conference shall be scheduled within five (5) school days following the receipt of the grievance. If he/she so desires any person involved in the grievance may request the presence of an Association representative. The Association shall be notified of any grievance hearing. (2006)
- (c) The administrator or his/her designee, within six (6) school days after the receipt of the grievance or the conference with the aggrieved person shall render a written decision and a copy shall be forwarded to the Association office. (2006)

(3) Level Three:

- (a) If the grievance is not satisfactorily resolved at Level Two, the aggrieved teacher may appeal to the Director of Schools within five (5) school days after the decision at Level Two.
- (b) Within ten (10) school days after the receipt of the written grievance by the Director of Schools or his designee, the Director of Schools or his designee, shall meet with the aggrieved person and if so requested, a representative of the Association, in an effort to resolve it. Association shall be notified of any grievance hearing. (2006)
- (c) Within five (5) school days after the conference with the aggrieved person, the Director of Schools or his designee shall report his findings and written decision and a copy shall be forwarded to the Association office. (2006)

(4) Level Four:

If resolution of the grievance is not reached at Level Three, upon written request of the Association within twenty (20) school days, or if the time limits at Level Three expire without the issuance of the Director of School's written report of findings, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a Demand for Arbitration is not filed within twenty (20) school days of the date for the Level Three written decision, then the grievance shall be deemed withdrawn.

- a. The fees and expenses of the arbitrator will be shared by the two parties equally.
- b. The Arbitrator's decision shall be in writing. Copies of the decision shall be mailed to the Board Chair, the Director of Schools, and the Association (1997)

### **Miscellaneous**

- 1. A grievance may be withdrawn at any level without prejudice or record.
- 2. Failure by the aggrieved person or group at any level to appeal a grievance to the next level within the specified time limit herein shall be deemed to be acceptance of the decision rendered at that level.
- 3. No grievance shall be recognized by the Board or the Association unless it shall have been presented to the appropriate level in writing within forty (40) school days after the aggrieved

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person knew, or should have known, of the act or condition on which the grievance is based and if not so presented, the grievance shall be considered as waived.

4. Nothing in this document should be construed as denying to any teacher the opportunity to consult with any supervisory or administrative officer in the school system.
5. At any level, time limits in this agreement may be mutually extended. However, the intent of this policy is to expedite the processing of all grievances.
6. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.
7. When a grievance involves more than one teacher, the group of teachers, with the assistance of the Association, may submit a collective grievance at the appropriate level.

## **ARTICLE X**

### **COUNCILS AND COMMITTEES**

#### **A. PROFESSIONAL COUNCIL**

1. A Professional Council shall be formed to study, discuss and make recommendations concerning matters related to the education of students, teacher welfare, and mutually agreeable subject areas related to education.
2. The Director of Schools shall appoint five (5) members of the Administrative Staff to serve with him as members of the above Council. The President of the Association and five (5) of its members shall be designated by the Association to serve on the Council. Elementary Principals shall select one (1) representative to serve on the Professional Council. Middle School Principals shall select one (1) representative to serve on the Professional Council. Secondary Principals shall select one (1) representative to serve on the Professional Council.
3. Recommendations from the Council needing action by either the Association or the Board shall be made in writing to the Director and the President of the Association. It is expected that the determination of most matters of mutual concern will not necessitate formal action by either the Board or the Association.
4. The Council shall meet as predetermined but not less than once each month during the school year. Either the President of the Association or the Director may request, by stating the reason for such request in writing to the other, a special meeting of Council. A mutually agreed upon meeting date shall follow the request.
5. The Director and the President of the Association shall serve as co-chairs of the Council, and shall together prepare an agenda for any meeting, regular or special.
6. The Professional Council is empowered to appoint ad hoc committees composed of teachers and administrators to study mutually agreed upon subjects. On completion of its study and report and/or recommendations on the subject assigned, each committee shall be considered dissolved and once dissolved, no committee shall be reactivated except by consent of a majority of the Professional Council.
7. The clerical expenses of the Professional Council and its subcommittees shall be paid by the Board.
8. Whenever it is necessary for members of the Professional Council to meet during the school day, they shall do so without loss of salary. Members of the ad hoc committees may also be excused without loss of salary under the same condition.
9. The Professional Council in no way shall diminish the prerogatives of the Board, the Association, the President of the Association, or of the Director of Schools.

#### **B. CURRICULUM ADVISORY COUNCIL**

##### **Preface**

To provide for the systematic implementation of an instructional program to accomplish the educational objectives of the MNPS, the Board expects the administration of the school system to develop, initiate, and operate a formal system for the identification and development of the school system's instructional programs, defined in terms of the basic learning expectations, outcomes or results which will provide the most viable program possible for the students of Nashville-Davidson County, Tennessee. The development and implementation of such a system is a continuous process that must be related to the constantly changing needs of the community and students

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served by the school system by means of continuing efforts to improve the total educational program of the schools.

#### **Responsibility**

Primary responsibility for the curriculum development and improvement procedures is assigned to the Director of Schools.

Direct responsibility for procedures of development, improvement, and operation of curriculum and instruction is assigned to the appropriate assistant superintendents.

The Curriculum Advisory Council has responsibility for facilitating curriculum development and improvement procedures by advising the appropriate assistant superintendents and the Director of Schools.

#### **Objectives**

The objectives to be directly fulfilled by those persons assigned to curriculum and instructional divisions and/or departments of the MNPS are:

1. To identify the objectives and structural framework of existing instructional programs in the school system.
2. To establish and operate a system-wide program for curriculum development and implementation; to include learning objective, content structure, media selection, and related inservice education.
3. To formulate instructional systems which can provide for continuous development, assessment, and restructuring of system-wide instructional programs.

The best mode for curriculum study and improvement is active participation of an optimal number of the staff of the school system with leadership being judged on its ability to provide feasible suggestions for curricular improvement. The Metropolitan Curriculum Advisory Council provides a means of wider involvement of staff members within the school system.

#### **Duties and Responsibilities of the Curriculum Advisory Council**

The Advisory Council members are to consider basic instructional policy questions and organizational arrangements to implement curriculum improvement. The Council is an advisory and initiation body for the following functions:

1. To identify common needs and problems in the curriculum of the Metropolitan Public Schools.
2. To utilize various **evaluative procedures** to determine needs of redirection of curriculum development.
3. To present findings as advice to the Director of Schools.
4. To recommend procedures for meeting the curriculum and instructional needs of the MNPS.
5. To recommend the organization of various committees, task forces or other groups for various subjects, grades, and special areas which require the attention of the school system for improvement.
6. To keep teachers, administrators, members of the Board and others informed of all projects underway through bulletins and minutes of meetings.

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7. To monitor the impact of new system wide programs introduced in the 1992-93 school year.

### **Appointment of Members**

The Metropolitan Curriculum Advisory Council will consist of twenty-one (21) members. Three (3) teachers from each level of vertical school organization, i.e., elementary, middle school and senior high, and one (1) elementary principal and one (1) secondary principal will be appointed by the Association. Two (2) elementary principals will be appointed by the Elementary Principals' Association. Two (2) secondary principals will be appointed by the Secondary Principals' Association. The names of those appointed will be submitted to the appropriate assistant superintendent. The Director of Schools will appoint one (1) representative from the Department of Pupil Personnel Services, two (2) subject area supervisors, one (1) Director of Elementary Education, one (1) Director of Secondary Education, and one (1) faculty member of an institution of higher education in the Nashville area. The Inter-High Council shall appoint one (1) student.

The term of office of all appointees will be two (2) years. Members may be re-appointed once. Vacancies which occur during the school term shall be filled for the balance of the term in the same manner as specified above.

### **Organization of the Advisory Council**

**Chair:** A chair shall be selected by the Council members to provide leadership and guidance for the group. He/she will work in close communication with the assistant superintendent. The chairperson will be elected at the first meeting of the Council in September.

**Vice Chair:** The vice chair shall serve as chair in the absence of the chair and shall be elected at the same time as the chair.

The terms of the chair and vice chair shall be one (1) year, and they shall be eligible for reelection for one (1) additional term.

**Secretary:** A secretary will be provided by the instructional department to meet with the Council and to provide necessary secretarial services.

**Executive Secretary:** The appropriate assistant superintendent or his/her designee shall serve as the Executive Secretary of the Metropolitan Curriculum Advisory Council.

### **Routine Operations**

The Council shall act as one group and not as individuals. All action must be the decision of the group. A simple majority of the total group must be present to constitute a quorum.

## **C. FACULTY ADVISORY COMMITTEE**

**Establishment.** A Faculty Advisory Committee shall be established in each school through the mutual cooperation of the faculty and the principal.

**Purpose.** The basic purpose of the Faculty Advisory Committee is to establish and maintain positive relationships and communications among the faculty and staff. The committee shall also serve as the vehicle by which proposed changes in existing policies and practices, including curriculum changes for each school, may be considered. These changes may be subject to discussion at any meeting between the FAC and the principal.

**Composition.** In schools having ten (10) or fewer teachers, the committee shall consist of the faculty; schools with eleven (11) to fifty (50) faculty members shall have a committee of not less than six (6) members; if more than fifty (50) faculty members are in a school, the committee shall consist of not less than seven (7) members.

All faculty members within the school are eligible to vote for and hold membership on the

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committee.

The elementary school committee shall have at least one (1) member from each of the primary, intermediate, upper and specialized teaching areas. The ballot shall be constructed to achieve the above representation.

There shall be no more than two (2) members from any one (1) secondary school department as members of the committee.

**Election and Term.** A three (3) member nominating committee shall convene for the purpose of nominating prospective members for the FAC. The Nominating Committee shall consist of a representative appointed by the principal, a representative appointed by the Association Representative, and a representative appointed by previous year's FAC chair. The Nominating Committee shall propose a slate of nominees containing the number of positions available, plus three (3).

The Nominating Committee shall report at a meeting called jointly by the principal and the Association Representative. At that meeting, additional nominations shall be allowed from the floor. Members of the Nominating Committee shall be eligible for election to the FAC.

Voting shall be by secret ballot within the next three (3) days. Ballots shall be returned to and tabulated by the Nominating Committee.

The committee shall have been elected by September 15 and will organize by October 1 of the school year. At the first meeting, a chair, vice-chair, and a secretary shall be elected.

**Vacancies.** Any vacancy that occurs during the school year shall be filled by a special election in accordance with the election requirements defined here in.

**Meetings.** The committee shall meet when it is deemed necessary by the chair or by a majority of the committee members or by a request of 20% of the faculty. The chair of the committee shall set the agendas based on suggestions from the faculty, principal and other committee members. Accurate minutes of the meetings including recommendations shall be kept by the secretary and copies issued to the faculty within three (3) days after the meeting.

**Involvement of Other Personnel.** Officers or staff of the Association and administrative or supervisory personnel may be invited to attend meetings at the principal's or committee's request. Each party shall inform the other in advance when outside personnel have been invited.

### **D. SCHOOL CALENDAR ADVISORY COMMITTEE**

Each year prior to the adoption of the school calendar the Board will consider recommendations from all interested parties including parents, teachers and other stakeholders. In order to obtain input from the teachers, a committee comprised of members appointed by the Association and members designated by the Director shall meet and present their findings to the Director. The Director of Schools and/or the Board may invite up to three non-voting stakeholders to be present for the purpose of giving input to the committee. If a change in the Board approved calendar becomes necessary, the above committee shall meet and present their findings to the Director. This item in no way diminishes the Board's authority and responsibility to establish the school calendar. (2006)

The Board and the Association agree that **Martin Luther King, Jr. Day** shall be a system-wide holiday. [See "Professional Compensation," Article VIII, Section P.] (1996)

### **E. PROFESSIONAL LEARNING ADVISORY COUNCIL**

The Board and the Association believe in a comprehensive professional learning program that addresses the Tennessee Comprehensive Systemwide Planning Process and the local school improvement plans. (2003)

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1. The Board and the Association agree to establish a Professional Learning Advisory Council. Its purposes shall include, but not be limited to:
  - a. Analyzing a regularly scheduled needs assessment.
  - b. Developing a guide that aligns and prioritizes staff development activities to meet identified needs
  - c. Monitoring district staff development activities to meet identified needs
  - d. Reviewing input and data from administrators, and teachers to assess effectiveness of professional learning program
  - e. Reporting findings to the Director of Schools and the Association Executive Board (2000)
  - f. Developing and monitoring an annual professional learning budget (1993)
2. The Professional Learning Advisory Council shall consist of:
  - a. Three (3) members appointed from the Curriculum and Instruction Department representing each tier
  - b. Title I and Title II coordinators
  - c. Three (3) members representing school administrators appointed by the Director of Schools representing each tier
  - d. Three (3) members appointed by the Association from each tier
3. The Coordinator of Title II or other designated administrator shall serve as the communications liaison between the Advisory Council and employees and as the communications liaison between the Director of schools and the Advisory Council. (2003)
4. Appointments shall be for three (3) year terms with one administrator and one Association appointee rotating off the council each year. (2003)
5. This council shall operate as a problem-solving team with the assistance of the Coordinator of Title II or other designated administrator to accomplish its purposes. (2003)
6. At the discretion of the Director of Schools, a portion of the state-mandated in-service requirement may be reserved for addressing Tennessee Comprehensive Systemwide Planning Process targets, and/or local school improvement plans. The message shall be uniform in content. (2003)
7. Organization of the Professional Learning Advisory Council:
  - a. Chair: A chair shall be selected by the Council members to provide leadership and guidance for the group. He/She will work in close communication with the: Coordinator of Title II. The chair will be elected at the first meeting of the Council in May. (2003)
  - b. Vice Chair: The vice-chair shall serve as chair in the absence of the chair and shall be elected at the same time as the chair. (2002)
  - c. Terms of the Office: The terms of the chair, and vice chair shall be one (1) year, and they shall be eligible for re-election for one (1) additional term.
  - d. The Coordinator of Title II or other designated administrator shall maintain a complete record of all meetings and provide clerical services. (2003)
8. *Routine Operations*: The Professional Learning Advisory Council shall act as one group and not as individuals. All action must be the decision of the group. The council shall meet monthly with new members appointed by April 15<sup>th</sup>, and with the first organizational meeting in May. A simple majority of the total group must be present to constitute a quorum. (2000)

#### **F. JOINT COMMITTEES**

The president of the Association and Director of Schools shall indicate in the charge letters to joint committees that co-chair shall provide notice of meetings to their respective appointing authority. Failure to provide such notice shall in no way affect the work or outcome of the committees.

#### **G. ACADEMIC COACHES**

Academic coaches shall assist new and experienced teachers with instructional strategies. Academic coaches must document their support for each teacher and shall not be used in an evaluative or administrative capacity. In order to build trust and facilitate improvement, the Board

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agrees not to use any documentation created by an academic coach or any testimony from a coach in evaluation or dismissal proceedings.

1. Academic coaches include:
  - a. Numeracy Coach
  - b. Literacy Coach
  - c. Technology Coach
  - d. Change Coach
  - e. Consulting Teacher
  
2. Academic coaches will work with principals and assist classroom teachers with the following activities:
  - a. Non-evaluative classroom observation and feedback including best practices
  - b. Goal setting
  - c. Parent communication skills
  - d. Demonstration teaching
  - e. Lesson planning
  - f. Workshop, in-service program, and college/graduate/distance learning program selection to support individual teacher professional learning
  - g. Classroom management techniques

(2009)

**H. COMPENSATION COMMITTEE**

The Board and the Association agree to establish and maintain a joint Compensation Committee composed of three (3) members appointed by the Administration, four (4) by the Association, and one (1) member of the Board of Education. The committee shall be chaired jointly by a member appointed by the Administration and one by the Association. The committee shall address all compensation issues including but not limited to salary supplements, the structure of salary schedules, and differentiated compensation. The Compensation Committee shall convene no later than September 15 of each year and report to the Negotiations Council and the Board by November 1.

All salary, differentiated compensation, and salary supplements shall be paid via the official MNPS payroll system. Before implementation all recommendations of the Compensation Committee shall be ratified by both parties. (2009)

## **ARTICLE XI**

### **INSTRUCTIONAL PROGRAM**

**A. LITERACY STANDARDS FOR STUDENTS**

The Board and Association recognize that public confidence in the school system is essential to our system of public education. Further, the Board and Association agree that those students enrolled in the MNPS should maintain a progressive level of achievement in basic skills areas.

The Board and Association shall attempt, through the appointment of a joint committee, to define minimum standards of educational progress for the K-12 programs. The report of the joint committee shall be filed with the Curriculum Advisory Council for review and recommendation to the Professional Council.

**B. CONTINUITY OF INSTRUCTIONAL PROGRAM**

Due to the large number of intra-system student transfers annually, the Board and Association are committed to continuity of the instructional program among the administrative subdivisions of the school system.

**C. SHARED EVALUATIONS**

Existing evaluations of programs shall be shared with the Curriculum Advisory Council upon request.

## **APPENDIX A**

### **COOPERATING TEACHER HONORARIUM**

*The following schedule represents honorarium paid cooperating teachers by the referring institutions:*

4-9 weeks	\$125.00
10-13 weeks	\$200.00
14 weeks or longer	\$300.00

## **APPENDIX B**

### **MATERNITY LEAVE**

**TCA 49-5-710. Sick Leave -- Accumulation and use.**

(2) Upon written request of the teacher accompanied by a statement from the teacher's physician verifying pregnancy, any teacher who goes on maternity leave shall be allowed to use all or a portion of the teacher's accumulated sick leave for maternity leave purposes during the period of the teacher's physical disability only, as determined by a physician.

## **APPENDIX C**

### **EDUCATION TRUTH IN REPORTING**

**TCA 49-50-1401. Short title.--** This part shall be known and may be cited as the "Education Truth in Reporting and Employee Protection Act of 1989." [Acts 1989, ch. 444, § 1.]

**49-50-1402. Purpose.--** (a) The purpose of this part is to discourage persons, whether employed, elected or appointed, who are required to furnish statistical data, reports or other information to local or state departments, agencies, or legislative bodies, from knowingly and willfully making or causing to be made any false or inaccurate compilation of statistical data, reports or information related to the operation of a local education agency as defined in § 49-1-103. It is the intent of the general assembly to reduce the waste and mismanagement of public education funds, to reduce abuses in governmental authority and to prevent illegal and unethical practices. (b) To help achieve these objectives, the general assembly declares that public education employees should be encouraged to disclose information on actions of local education agencies that are not in the public interest and that legislation is needed to ensure that any employee making such disclosures shall not be subject to disciplinary measures, discrimination or harassment by any public official. [Acts 1989, ch. 444, § 2.]

**49-50-1403. Definitions.--** As used in this part, unless the context otherwise requires:

(1) "Disciplinary action" means any direct or indirect form of discipline or penalty, including, but not limited to, dismissal, demotion, transfer, reassignment, suspension, reprimand, admonishment, reduction in force, withholding of work, unsatisfactory or below standard performance evaluation, or the threat of such discipline or penalty;

(2) "Disclosure of information" means the written provision of evidence to any person, the department of education, a legislator, or individual employee of the department or general assembly, or testimony before any committee of the general assembly, regarding any action, policy, regulation, practice or procedure, including, but not limited to, the waste of public education funds, mismanagement, falsification of state required reports, inaccurate compilation of statistical data or reports, or abuse of authority by locally employed, elected or appointed officials or employees of a local education agency;

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and (3) "Person" or "persons" includes members of the local board of education, the superintendent or director of the school system, supervisors, principals and other individual school system employees. [Acts 1989, ch. 444, § 3.]

**49-50-1404. False statements to state or government employees, officials or entities.--** No person or persons required by state law, or rules or regulations promulgated pursuant to such laws, to collect, manage, review and maintain accurate records pertaining to the operation of a local education agency shall knowingly and willfully make or cause to be made any false statement in any detail of statistical or financial data, reports or other information requested or required by a state official, employee, agency, department, board, commission, or other body in the executive branch of state government, or any board, commission, committee, member or employee of the legislative branch of state government. [Acts 1989, ch. 444, § 4.]

**49-50-1405. False statements to law enforcement agencies or the judiciary.--** No person or persons required by state law, or rules or regulations promulgated pursuant to such laws, to collect, manage, review and maintain accurate records pertaining to the operation of a local education agency shall knowingly and willfully make or cause to be made any false statement in any detail of statistical or financial data, reports, board minutes or other information requested or required by law enforcement agencies, the judiciary or any member or employee of a law enforcement agency or the judiciary. [Acts 1989, ch. 444, § 6.]

**49-50-1406. Penalties.--** Should any person be found guilty of knowingly and willfully making or causing to be made any false statement or report, or otherwise violating the requirements of §§ 49-50-1404 and 49-50-1405, he shall forfeit all pay and compensation for the position held for a period not to exceed one (1) year, be subject to dismissal, removal or ouster from such office or position, and be ineligible for election or appointment for the same or a similar position for five (5) years. [Acts 1989, ch. 444, § 6.]

**49-50-1407. Liability to agency or department.--** Any person found to have personally profited from any violation of §§ 49-50-1404 and 49-50-1405 shall be liable to the affected local education agency or state department or agency in an amount not to exceed actual money expended or lost and not administratively recoverable, plus the costs of any legal proceedings initiated by the affected local education agency or state department or agency. [Acts 1989, ch. 444, § 7.]

**49-50-1408. Reports of alleged falsification, waste or mismanagement.--**

(a) Any person having knowledge of a knowing or willful falsification within the meaning of § 49-50-1404 or 49-50-1405, and the waste or mismanagement of public education funds, may report or disclose such falsification, waste or mismanagement to the department of education or committee of the general assembly, or individual official, member or employee of the department or committee.

(b) The department of education shall make a thorough investigation of any written report of falsification, waste or mismanagement. No investigation of anonymous reports shall be required by this part. Reports of alleged falsification, waste or mismanagement shall be confidential only to the extent the person reporting requests that his name not be revealed.

(c) No penalty shall attach to the failure to report and a person reporting shall be presumed to be acting in good faith and shall thereby be immune from any liability, civil or criminal, that might otherwise be incurred or imposed for such reporting. [Acts 1989, ch. 444, § 8.]

**49-50-1409. Civil action against party causing disciplinary action against reporting person.--**

(a) Any person reporting under the provisions of this part shall have a civil cause of action against any person or employer who causes a disciplinary action or threat of disciplinary action against the reporting person. An action commenced pursuant to this part may seek appropriate injunctive relief or damages for each violation of this section.

(b) A court, in rendering a judgment over a disciplinary action against a person reporting pursuant to this part, shall order, as the court considers appropriate, reinstatement, payment of back wages, full reinstatement of fringe benefits and seniority rights, actual damages, or any combination of these remedies. A court may also award the complainant all or a portion of the costs of litigation, including reasonable attorney fees. [Acts 1989, ch. 444, § 9.]

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**49-50-1410. Collective bargaining agreements and other statutes.--**

(a) This part shall not be construed to diminish or impair the rights of a person under any collective bargaining agreement, or as repealing any law now in force making it illegal for public employees or officials, elected or appointed, to violate certain statutes and providing a punishment for the violation.

(b) Proceedings under this part shall not be a bar to proceedings under any criminal, removal or ouster statute now in force or which may be in force. [Acts 1989, ch. 444, § 10.]

**49-50-1411. Notice--**Local education agencies shall post notices and use other appropriate means to keep employees informed of their protections and rights under this part. [Acts 1989, ch. 444, § 11.]

Its continued placement there shall be a year by year decision of the Negotiations Council.

## APPENDIX D

### MEMORANDUM OF AGREEMENT OF AGREEMENT ON SAFETY AND SECURITY

The Board and Association agree that a safe and secure environment for employees and students is fundamental in proving for effective and positive learning. The Board agrees to annually review, approve and distribute The **Code of Student Conduct** to all students and appropriate staff. The Board agrees to plan and implement a safety awareness campaign to include:

1. a statement to employees and the community,
2. school safety audits and
3. a comprehensive staff development program on safety and security to include, but not be limited to: fight intervention, conflict intervention, interpersonal relationships, self-discipline, substance abuse, potential hazards, self-defense and conflict prevention intervention training.

During the 1993-94 school year, the Board agrees to:

1. implement a mandatory tracking system for itinerant employees and other personnel required to make home visits.
2. provide secured space for employees' personal belongings and
1. develop a visitor and staff ID program

The Board and the Association agree to develop an implementation schedule for the following:

1. a student ID program beginning with senior high schools
2. security systems for portable classrooms
3. communication devices for building administrators
4. emergency communication equipment from classrooms to the office and
5. corrections of deficiencies identified through ongoing safety audits that are conducted as part of the school or department improvement plans. (1993)

## **APPENDIX E**

### **MEMORANDUM OF AGREEMENT ON INCREASE OF BEP FUNDING**

The Board and the Association agree to work together to lobby the state legislature to increase BEP funding to MNPS. (2004)

## **APPENDIX F**

### **MEMORANDUM OF AGREEMENT ON USE OF STOCKPILED DAYS**

In the event of the adoption of a balanced school calendar, the Calendar Advisory Committee will consider revising the adopted balanced calendar by placing a planning day at the end of the first and third quarters. (2006)

## **APPENDIX G**

### **MEMORANDUM OF AGREEMENT ON DIFFERENTIATED PAY STUDY**

MNEA and the Board agree to form a committee to study the effectiveness of the differentiated pay plans described in Article VII, Section H, Subdivisions 7 and 8. (2009)

## **APPENDIX H**

### **MEMORANDUM OF AGREEMENT ON SCHOOL RESTRUCTURING**

The Board shall involve the Association in preliminary discussion on school restructuring necessitated by the provision of the No Child Left Behind Act. (2006)

## **APPENDIX I**

### **MEMORANDUM OF AGREEMENT SAFETY & SECURITY COMMITTEE**

The Board and the Association agree to convene a joint safety and security committee no later than October 1, 2007, with four members from the District and four from the Association. The committees shall be jointly shared by one Association identified co-chair and one District identified co-chair. The intent is to review the safety and security issues that are disrupting the instructional process. (2007)

## **APPENDIX J**

# **MEMORANDUM OF AGREEMENT ON VANDERBILT INCENTIVE PAY PROJECT**

### **MEMORANDUM OF UNDERSTANDING BETWEEN METROPOLITAN NASHVILLE BOARD OF EDUCATION AND METROPOLITAN NASHVILLE EDUCATION ASSOCIATION**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Metropolitan Nashville Board of Education, hereinafter referred to as MNPS and the Metropolitan Nashville Education Association hereinafter referred to as MNEA.

#### **A. PURPOSE**

The purpose of this MOU is to define the agreement between MNPS and MNEA under which members of the bargaining unit will participate in a scientific study of the individual and institutional effects of performance incentives in education conducted by the National Center on Performance Incentives (NCPI).

#### **B. STATEMENT OF GENERAL AGREEMENT**

1. The participation of any teacher in the NCPI study shall be voluntary.
2. No information about participants in this study shall be made available by NCPI, MNPS or MNEA which is not required to be public by law.
3. The awarding of performance incentives shall be in addition to salary payments determined by the negotiated single salary schedule and shall not negatively impact the teacher's placement on the single salary schedule.
4. The parameters and methodology of the study shall be determined by NCPI.
5. Payment of incentive awards shall be made through the normal payroll process of MNPS.

#### **C. DURATION**

This instrument is executed as of the date of last signature and is effective through June 30, 2009 at which time it will expire unless extended.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below. (2008)

Metropolitan Nashville Board  
of Education, Chairperson

Metropolitan Nashville  
Education Association, President

## **APPENDIX K**

# **MEMORANDUM OF AGREEMENT ON GUIDELINES FOR NOTICE OF CONCERN**

1. The Concern is shared by a group of professionals within a school, program, or division.
2. The Concern might or might not be a violation of the Educational Agreement.
3. The Association Representative will decide whether to take the Concern to the principal (or immediate supervisor) and/or the Association Professional Rights and Responsibilities Committee.

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4. The Association Professional Rights and Responsibilities Committee will review the Statement of Concern and will decide to:
  - a. Determine the validity of the Concern,
  - b. Meet with the Principal or immediate Supervisor, and/or
  - c. File a Notice of Complaint with the Assistant Superintendent of Human Resources.
5. The Assistant Superintendent of Human Resources will refer the Complaint to the appropriate central office administrator. A written response will be issued to the Association within ten (10) school days following the receipt of the Notice of Complaint. This timeline may be extended by mutual agreement. (2008)

## **APPENDIX L**

### **MEMORANDUM OF AGREEMENT ON SALARIES, SUPPLEMENTS, AND RESPONSIBILITIES**

The Board and the Association agree to convene a joint committee no later than September 15, 2009, with four (4) members from the District and four (4) members from the Association. The intent is to develop/review the selection process and the responsibilities of staff members who are asked to fulfill academic roles that require extra responsibilities and commitments outside of their regular assigned duties. The committee shall report to the Negotiations Council by November 1, 2009.

This list shall include, but not be limited to:

- Team Leaders
- Grade level Chairs
- Committee Chairs
- Principal Designees
- SIP and SACS Component Chairs
- Subject Area Chairs
- Small Learning Community Chairs
- Consulting Teachers
- Presenters at faculty meetings
- IB Coordinators

The Board and the Association agree to refer compensation for the above positions and for additional supplements for national board certification to the Compensation Committee. (2009)

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