7-1-1981

Memphis City Schools Board of Education and Memphis Education Association, Tennessee Education Association, National Education Association (1981)

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Memphis City Schools Board of Education and Memphis Education Association, Tennessee Education Association, National Education Association (1981)

Location
Memphis, TN

Effective Date
7-1-1981

Expiration Date
6-30-1984

Number of Workers
Unknown

Employer
Board of Education of the Memphis City Schools

Union
Memphis Education Association

NAICS
61

Sector
Local government

Item ID
6178-008b180f009_01

Keywords
collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments
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AGREEMENT

Between
THE BOARD OF EDUCATION
of the
MEMPHIS CITY SCHOOLS

and

THE MEMPHIS EDUCATION ASSOCIATION
an affiliate of the
TENNESSEE EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

EFFECTIVE
JULY 1, 1981, THROUGH JUNE 30, 1984
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ARTICLE I
PREAMBLE

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

The purpose of this Agreement is to establish and maintain terms and conditions of employment which will provide fair working conditions and to provide a procedure for amicable adjustment of disputes arising under this Agreement. The Parties agree that the educational welfare of the students of the Memphis City Schools is paramount in the operation of the schools.

ARTICLE II
RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours, and other conditions of employment for certificated teachers, librarians, guidance counselors, interim teachers, adult vocational teachers, non-certificated adult vocational teachers, on contract, and other personnel as set forth in Appendix A, all hereinafter referred to as "teachers". Excluded are all supervisory and administrative employees, summer and evening school teachers, substitute teachers, and other personnel as set forth in Appendix A and all classified personnel.
ARTICLE III

ASSOCIATION SECURITY

Section A. The Board recognizes and will work with the accredited Association faculty representatives, President, and staff as provided by this Agreement. The Association shall be accorded faculty representatives as follows:

1. In a location of thirty (30) teachers or less, there shall be one (1) faculty representative.
2. In a location of thirty-one (31) to fifty (50) teachers, there shall be two (2) faculty representatives.
3. In a location of fifty-one (51) to seventy (70) teachers, there shall be three (3) faculty representatives.
4. In a location of seventy-one (71) teachers or more, there shall be four (4) faculty representatives.

Section B. A written list of the Association faculty representatives and their locations, Association officers and staff and their positions shall be furnished to the Board following their designation. The Association shall notify the Board of changes in this list.

Section C. The appropriate faculty representative within the school and the designated Association staff representatives shall handle and settle grievances at their respective grievance steps.

Section D.

1. Designated Association staff representatives, upon request by the Association, shall be admitted to the buildings and grounds of the Board for the purpose of assisting in the adjusting of grievances in accordance with the provisions of Article V, Grievance Procedure,
at Steps 2, 3, and 4, provided any such designated Association staff representative first reports the nature, location, and time of such visit to the Superintendent's Designated Representative, who may designate a representative of the Board to accompany the designated Association staff representative to assist in the adjustment of the grievance. Upon arrival at the location, the designated Association staff representative shall contact the school principal, appropriate supervisor, or designated representative.

2. Association officers and designated Association staff representatives, upon request by the Association, shall be admitted to the grounds and buildings of the Board for the purpose of conducting legitimate Association business, excluding investigating or handling of grievances or complaints, provided such representatives first arrange such visit with the principal or the principal's designated representative.

3. Visits by Association officers and/or Association staff representatives shall not interfere with the normal work of the teachers at the location being visited. The rights of access contained in this section shall not be abused.

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

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

Section B. The term "grievant" is defined as any teacher in the bargaining unit (including the Association President for organizational grievances).

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

   Step 1 - Principal or Division Director, as appropriate.
   Step 2 - Area Superintendent or Department Assistant Superintendent, as appropriate.

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

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

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

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

Step 1. Within thirteen (13) working days after the occurrence, the grievance will be presented in writing (on the standard grievance form with all requested information provided) by the aggrieved teacher to the immediate supervisor. Said supervisor shall within six (6) working days of the receipt of the grievance, meet with the grievant and/or a faculty representative, if the grievant so desires, in an effort to resolve the grievance. If an adjustment is not made at this meeting, the supervisor will respond to the grievance in writing within six (6) working days after the date of said grievance meeting.

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

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

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

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

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

2. The arbitrator shall have no power to rule on any matter involving Teacher Evaluation or Teacher Evaluation procedures.

3. The arbitrator shall have no power to change any practice, policy, or rule of the Board, nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, or rule.

4. The decision of the arbitrator shall be advisory but will be adopted unless specifically rejected by the Board within three (3) regularly scheduled meetings following its receipt.

Section I. All fees and expenses of the arbitrator shall be borne equally by the parties. The grievant shall suffer no loss of pay or benefits which may be due for attendance at hearings conducted during normal school hours. Any salary which may be due for up to two witnesses who are called by the MEA to testify at arbitration hearings conducted during normal school hours shall be shared equally by the MEA and the Board if the witness is a member of the bargaining unit. All other expenses including salaries of any other witnesses called before the arbitrator shall be borne by the party calling such witnesses or incurring such expenses.
Section J. It is understood that time is of the essence and the time limits provided for in this Article will be strictly adhered to, subject to the following procedures:

1. Time limits provided in this Article may be extended by signed mutual agreement of the parties.

2. Failure of the appropriate supervisor at any step of the grievance procedure to comply with the specified time limits shall permit the grievant, or Association, as appropriate, to present the grievance at the next step of the grievance procedure.

3. Any grievance which is not presented within the time limits of the grievance procedure, as provided herein, and any grievance which is not advanced from one step to the next within the time limits provided for in that step, and the failure to initiate any action in Step 4 within the time limits specified, shall result in the grievance being considered void.

4. For purposes of this Article, a working day is defined as any day, Monday through Friday, on which schools are open during the normal school year. (The first working day to be counted shall begin at 8:00 a.m. the working day following the day on which the time limits are based). After the last day of the normal school year, a working day shall be defined (for purposes of this Article) as Monday through Friday, when the administrative offices of the Board of Education are open.
ARTICLE V
FACILITIES

The Association shall be permitted reasonable use of school facilities, including the use of school bulletin boards and the regular intra-system mail to distribute official Association materials. This use shall be subject to regulations established by the Board and the usual fees charged to the public for use of facilities for meetings after normal school hours.

These rights and other rights granted in this Agreement to the Association shall not be granted or extended to any other employee organization which represents or purports to represent members of this bargaining unit.

ARTICLE VI
DEDUCTION OF DUES

Section A. Deduction of dues shall be made and remitted to the Association only on the basis of voluntary individual authorization signed by the teacher and forwarded to the Board. The Association shall provide the Board with a list indicating the teachers' names, employment numbers, and other pertinent information necessary for payroll purposes. The payroll deductions shall be prorated over the regular pay periods from September through June. In order to provide for the regular payment of dues, the Association shall establish a fixed monthly amount of dues deduction which shall be certified to the Board by the Association on or before August 1 of each year. The signed voluntary dues deduction authorizations and the list from the Association referred to above must be received by the Board at least ten (10) days prior to the end of a teacher pay period for such deduction to be deducted from any teacher's pay check for that pay period.
Section B. In the event Association members vote to increase Association dues, the Association shall notify the Board at least thirty (30) days prior to the effective date of the dues increase.

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

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

Section E. The Association will indemnify and hold the Board harmless against any claims made or against any suits instituted against the Board on account of payroll deductions or Association dues. Upon presentation of proper evidence thereof, the Association agrees to refund to the Board or the teacher, whichever is applicable, any amount paid to the Association in error because of the dues deduction provisions.
Section F. Authorizations shall be continuing except that during the period May 1 through September 1 of any year a member may revoke such authorization by providing written notice during said period to the Association and the Payroll Section of the Board of the member's desire to terminate the dues deduction. Such revocation shall be effective September 1 of the year of the revocation.

Section G. Payroll deduction shall be provided for voluntary purchase of MEA sponsored and Board approved insurance beginning no later than July 1, 1982.

ARTICLE VII

PROFESSIONAL COMMITTEE

The parties agree to establish a committee composed of three (3) administrators appointed by the Board and three (3) persons appointed by the Association. This committee shall be called the Professional Committee and shall meet at least monthly, or more frequently by agreement, to discuss overall relations between the parties, exchange information, receive suggestions, consider problems, and discuss improvements.

ARTICLE VIII

STUDENT BEHAVIOR

Section A. The parties recognize that good discipline is needed to foster a warm and accepting school and classroom atmosphere in order that students may develop self-control and self-discipline. Both parties further agree that the maintenance of discipline is necessary for an effective education program.
Section B. The parties recognize the responsibility of the teacher to maintain discipline and a climate for good instruction and the responsibility of the Board to give the teacher reasonable support with respect to student discipline.

Section C. A teacher may refer a student to the school office for disciplinary reasons. The teacher shall at the same time of the referral complete and submit to the principal the Discipline Referral Form. In case of emergency, it shall be submitted as soon as possible. Upon request of the teacher, the principal shall within a reasonable amount of time initiate a conference involving the administrator, the student, the teacher and, if applicable, the parent for the purpose of improving the behavior of the student.

Section D. The Board shall establish an advisory committee on student behavior in each school, and said committee shall elect a member of the committee as chair each school year. At least one member of the committee shall be an accredited Faculty Representative. It shall be the primary objective of every such committee of student behavior to advise concerning a Code of Student Behavior for the school and/or school sponsored activities and to recommend the same to the principal and/or chief administrator of said school. In addition, the advisory committee on student behavior may by mutual agreement between the committee and the principal and/or chief building administrator discuss, explore, advise, and recommend on other matters of mutual concern within the building. This Article shall in no way diminish the responsibility of the principal as chief administrative officer of the school over conduct within the school and for the establishment and publishing of rules and regulations pertaining to student conduct.
ARTICLE IX

TEACHER EVALUATION

Section A. Professional evaluation is the systematic procedure described in the Board document entitled Evaluation of Teaching Service.

Section B. During the term of this Agreement any proposed changes in the Evaluation of Teaching Service will be discussed with a teacher evaluation committee established by the Board. The teacher members of the committee appointed by the Board shall be made up of a majority of representatives selected by the Association.

Section C.

1. On or about October 1 of each year, all teachers shall be informed of their evaluator(s), the general criteria, the administrative procedures, and the instrument(s) concerning professional evaluation.

2. Any written evaluation will be confidential and will be reviewed in private by the evaluator and the teacher.

3. Written evaluations shall be based on information gathered openly during formal or informal observations and other general criteria referred to in Paragraph 1 of this section.

4. If a teacher is teaching outside his/her area of certification, the evaluator shall note this fact on the evaluation form.

5. If the teacher disagrees with the evaluation, the teacher may submit a written statement which must be attached to all file copies.

6. The teacher and the evaluator shall sign the evaluation form. The signature of the teacher does not indicate approval of the evaluation but only that the teacher has reviewed and received a copy of the evaluation (if requested by the teacher) at the meeting.

Section D. Teacher evaluations or teacher evaluation procedures shall not be grievable or arbitrable except that alleged violations of the provisions of Section C of this Article X shall be grievable through the 3rd Step of the grievance procedure.
ARTICLE X
PERSONNEL FILES

Section A. Definition, Contents, and Use

1. A teacher's personnel file is defined as the teacher's record maintained in the Division of Certificated Personnel.

2. The personnel file shall include, but is not limited to, a teacher's initial employment records, academic records, placement and assignment records, state certification, evaluation forms, transfer records, disciplinary records, letters of commendation and recommendations, and other employment data. Grievances, grievance answers, and materials directly associated with those grievances shall not be included in such file.

Section B. Teachers shall be mailed or given a copy of any adverse material when it is placed in the teacher's personnel file. All materials placed in the teacher's personnel file shall be stamped with the date such material was received in the Division of Certificated Personnel.

Section C. Teachers may review material compiled in their personnel file except for pre-employment references and reports provided that the Division of Certificated Personnel is notified at least one (1) day in advance. At the request of the teacher, an Association representative may accompany the teacher during the review of his or her personnel file. Any anonymous complaint in a teacher's personnel file will be removed by the Board if requested by that teacher provided such complaint occurred prior to July 1, 1978, and provided the complaint was not related to a disciplinary action against that teacher.

Section D. No material placed in the teacher's personnel file, including any evaluation of the teacher, shall be used to discipline the teacher unless a
copy is shown to the teacher prior to the discipline. At the teacher's request, a copy of the material will be provided to the teacher.

Section E. If individual teacher files are maintained in the offices of local schools, teachers may review such material provided the teacher asks for such a review in advance. At the request of the teacher, a faculty representative may accompany the teacher during the review of said file. This section does not apply to notes, memoranda, and other aids to memory personally maintained by a supervisor and/or administrator for professional purposes.

ARTICLE XI
COMPLAINTS AGAINST TEACHERS

When an administrator receives a complaint, including any anonymous complaint, concerning the action of any teacher, before the administrator determines whether or not to take action with respect to that teacher, the administrator shall discuss the nature and substance of the complaint with the teacher in a confidential meeting. If the complaint is written, the administrator shall give a copy of said complaint to the teacher. The teacher shall be given an opportunity to respond to the complaint, either orally or in writing at that time. If the administrative investigation of the complaint proves to be groundless, the complaint shall be discarded. If a copy of the complaint is to be placed in the personnel file of the teacher, the teacher shall be given an opportunity to respond in writing when the complaint is forwarded for filing. The response of the teacher shall be attached to the complaint in the teacher's personnel file.
ARTICLE XII
DUE PROCESS AND DISCIPLINARY PROCEDURES

Section A. Disciplinary action shall be for just cause and may include:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge of a tenure teacher
5. Discharge of a nontenure teacher during the school year

Section B. The type of discipline, as outlined above, administered to any teacher shall be determined on the basis of the seriousness of the offense involved and the teacher's employment record. Disciplinary action shall be conducted in private whenever feasible. It is understood that if any teacher does not receive any written disciplinary action for a period of three (3) consecutive years said disciplinary action administered prior to the three (3) year period shall not be used in connection with any disciplinary action subsequent to said three (3) year period.

Section C. A fact-gathering conference shall be held at the Area and/or Central Office with the teacher prior to a suspension or discharge. The teacher will be entitled to at least two (2) hours notice of the fact-gathering conference when feasible, shall be advised of the purpose of the conference, and shall have the right to have an Association representative present provided that the Association representative attending such conference shall not participate in the conference and shall be present only as an observer. Following this conference, a teacher who disagrees with the facts shall have two (2) working days (or longer by mutual agreement) to respond to the facts and such response shall be in writing.
Section D. When the findings of the fact-gathering conference warrant, the teacher shall be entitled to a staff conference conducted by the Division of Certificated Personnel. Prior notice of this conference will be given, allowing at least three (3) working days following the fact-gathering conference before the date of the staff conference, or a different period of time if by mutual agreement. At said conference, the teacher may be accompanied by an Association staff representative. In cases warranting immediate separation from the school system, the Board shall have the discretion to impose a suspension pending an investigation prior to the staff conference in accordance with Tennessee Code Annotated 49-1413.

Section E. A teacher shall be notified, in writing, of any suspension or discharge. Such notice shall set forth the reason(s) for the action.

Section F. Grievances involving the suspension or discharge of a teacher shall begin at Step 3 of the grievance procedure.

Section G. A regular teacher who is being discharged or not being reelected shall have the option of allowing the grievance concerning this action to be submitted by the Association to arbitration, in which case the teacher shall waive his/her right to a hearing before the Board in accordance with Tennessee Code Annotated 49-1416. A regular teacher who is being discharged or not being reelected shall have the option to a hearing before the Board in accordance with Tennessee Code Annotated 49-1416, in which case the teacher shall have waived his/her option and likewise the Association shall have waived its option to submit the grievance concerning this action to arbitration.

Section H. The failure to reemploy any probationary teacher may be processed only in accordance with the grievance procedure through Step 3 but not including arbitration. Such teachers shall be notified in writing of non-renewal after having been apprised of the reason(s) for non-renewal.
ARTICLE XIII

SENIORITY

Section A. DEFINITIONS

1. In this Agreement, Regular Teacher is defined as one in the bargaining unit who is on "permanent tenure" or "limited tenure" with the Board.

2. In this Agreement, "Probationary Teacher" is defined as a teacher in the bargaining unit who is not on either "permanent tenure" or "limited tenure" with the Board. After attaining "permanent tenure" or "limited tenure", such teacher shall be a Regular Teacher.

3. Seniority shall be defined as the length of a teacher's continuous service in the bargaining unit from the most recent date of permanent employment.

4. Seniority shall accrue during authorized leaves of absence and layoffs up to eighteen (18) continuous months of such periods of absence or as otherwise mandated by law.

5. A teacher who returns by Board transfer to a position presently in the bargaining unit, after occupying a position with the Board outside the bargaining unit, shall maintain seniority from the most recent date of continuous permanent employment.

6. When the Memphis Board of Education assumes control of annexed schools, all teachers of the Shelby County School System who become teachers employed by the Memphis Board of Education as a result of such annexation shall be granted seniority from the most recent date of continuous permanent employment by the Shelby County School System.
Section A.

6. (continued) County Board of Education. The most recent date of continuous permanent employment by the Shelby County Board of Education shall be determined by information furnished by the Shelby County Board of Education at the time of annexation.

Section B. CURRENT EMPLOYEES

The seniority order (systemwide) for presently employed teachers who remain continuously employed shall be the seniority list as published by the Board on September 25, 1981. Said list shall be updated annually. Teachers with identical dates of hire shall have their order on the seniority list established by random computer placement on the next seniority list published following their employment. That order shall be established and shall remain permanent as long as they are continuously employed.

Section C. SENIORITY LIST

A seniority list (systemwide) shall be prepared and provided to the Association and posted on all teacher bulletin boards on or about September 30 of each school year. The validity of the seniority list shall become final and no longer subject to grievance upon the forty-fifth (45th) day of posting.

Section D. LOSS OF SENIORITY

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

Section A. DEFINITION

1. A "transfer" is defined as a change from one location to another.

2. An "assignment" is defined as Primary Grade Levels (K-3), Intermediate Grade Levels (4-6), or subject(s) to be taught by a teacher, and duties assigned in a particular academic year at a school or other location.

Section B. VOLUNTARY TRANSFERS

1. Except as otherwise stated in this Article, in voluntary transfers, systemwide seniority shall be the controlling factor provided that certification, race, and coaching assignments are met, unless the Board asserts experience, curriculum needs and/or accreditation requirements as determining factors; however, if these factors are substantially equal, systemwide seniority shall control.

2. Any regular teacher may make a request for transfer in writing to the Director of Certificated Personnel on a form provided by the Division of Certificated Personnel. A request for transfer must be filed by April 1 for the following school year, and all requests for transfer will expire the following March 31. Refiling of expired requests will be necessary if further consideration is desired. Such request for transfer represents consent within these stipulations without further consultation with the teacher. In the request for transfer, the teacher may list up to three (3)
locations and the assignment to which he/she wishes to be transferred. All requests made under this section shall be kept on file in the office of the Division of Certificated Personnel.

Voluntary transfers will be made (1) between the end of the school year and the opening of school and (2) between the end of the first semester and the beginning of the second semester and at such times will have priority in filling vacancies within the bargaining unit except as covered in Section E, Administrative Transfers, and Section F, 3. and Section F, 4.

3. A teacher who receives a voluntary transfer shall not be eligible for another voluntary transfer for a period of three (3) years.

4. In the case of a vacancy in an 11 months' or 12 months' position or a newly created job classification within the bargaining unit, a notice of such opening shall be posted on employee bulletin boards for five (5) consecutive workdays during the regular school year and at the Personnel office and Area offices during June, July, and August, during which time teachers within the bargaining unit may apply in writing to fill the position. The Board shall fill the opening in accordance with Section B, 1.

Section C. INVOLUNTARY TRANSFER AND SURPLUSING

1. The principal/administrator may exercise his/her authority to make reassignments of teachers to other subjects or grades before declaring positions vacant. To accomplish staff reductions for positions that have been declared surplus in a school or location, the principal/administrator shall notify teachers that volunteers will be considered and when feasible in the interest of the school system said volunteers shall be surplused. Such volunteers shall submit their requests in writing.
2. Teacher surplusing shall be by assignment in accordance with
   Section B, 1. The determination of surplus teachers shall not
   be for arbitrary reasons.

3. a. Any teacher(s) affected by a staff reduction (including teachers
   from a school or location being closed) requiring movement to
   another location in the current or the ensuing school year shall
   be transferred if a vacancy exists for which the teacher meets
   the criteria under Section B, 1.

   b. If vacancies are available, the Board shall make up to three (3)
   offers to the teacher who is eligible for such vacancy under
   Section B, 1, if requested by the teacher. If the teacher
   fails to accept one (1) of the bona fide offers made by the
   Board, the Board thereafter shall have the right to place
   such teacher in an appropriate vacancy. Consideration will
   be given to location preference when available.

Section D. BUMPING, LAYOFF AND RECALL

1. In layoffs and in recalls, systemwide seniority, certification,
   and coaching assignments (major sports) will be considered. If
   the requirements of certification and coaching are fulfilled,
   systemwide seniority shall prevail.

2. a. In the event no vacancy exists for which the teacher affected
   by staff reduction meets the criteria, the teacher may exercise
   systemwise seniority to bump the teacher with the least
   amount of systemwide seniority in the school system in any
   assignment for which the teacher meets the criteria.
b. Teachers bumped under 2, a. of this Section D, may exercise seniority to bump the teacher with the least amount of seniority in any assignment for which the teacher meets the criteria, and this process will continue until it is no longer possible to bump a teacher with a less amount of seniority at which time the teacher will be placed on layoff.

3. As vacancies arise, a laid off teacher will be recalled to the first available vacancy for which the teacher meets the criteria with the most senior teacher being recalled for such vacancy first. A teacher being recalled will be notified by certified or registered mail or telegram sent to the teacher's current address on file with the Division of Certificated Personnel. It shall be the teacher's responsibility to furnish the Division of Certificated Personnel his/her current address. A laid off teacher may make two (2) refusals to accept a position. After the second refusal the teacher shall be placed at the bottom of the list existing at the time of the second refusal. Failure to accept the next position offered shall result in termination.

Section E. ADMINISTRATIVE TRANSFERS

The Superintendent shall have the right at his discretion to make administrative transfers and assignments in accordance with Tennessee law, and said transfers and assignments shall take precedence over all other transfers and assignments.

Section F. General

1. Due recognition shall be accorded to the number, interrelated nature and complexity of personnel actions required, the complex nature of teacher professional qualifications, and the Board's ultimate responsibility for operating the school system in the public interest.
2. The Board shall determine vacancies and surpluses.

3. Vacancies related to the establishment of new locations will be filled at the discretion of the Board; however, the Board shall endeavor to assign its own employees to such positions and to do so in accordance with this Article.

4. Temporary, summer school, evening school, and special projects will be filled at the discretion of the Board; however, the Board shall endeavor to assign its own employees to such positions.

5. The yearly term of employment of a teacher, whether two hundred (200) days, 11 or 12 months, is a condition of employment, and the yearly ending and beginning of such employment shall not be regarded as layoffs or recalls. It is further understood that yearly term of employment refers only to the number of days or months within the calendar year that a teacher is scheduled to work.

6. The filling of positions outside the bargaining unit and the hiring of teachers shall be within the sole discretion of the Superintendent and shall not be subject to the grievance and arbitration procedure.

7. Until a vacancy has been filled under the procedure set forth in this Article, the Board may make temporary assignments without regard to the criteria in Section B, 1.
ARTICLE XV
LEAVES OF ABSENCE

Section A. GENERAL PROVISIONS

1. Teachers shall be entitled to leaves of absence for the purposes and under conditions as provided in this Article. All leaves of absence or extensions thereof under this Article shall be applied for in writing on forms provided by the Board and shall be submitted as far in advance as possible. Conditions making applications for leave impossible will be considered. Any application for leave of absence exceeding thirty (30) days shall be made at least thirty (30) days prior to the leave except in case of personal illness, accident, or other emergency, in which case such application shall be made within thirty (30) consecutive days of absence. Applications for leave must state the reason for the leave applied for and the length of the leave from a date certain to a date certain. Leaves under this Article shall not be used for any other purpose than that stated on the application and for which the leave was granted.

2. Leaves of absence may be granted for a maximum of one (1) year except as mandated by law. The Board may grant extensions of the leaves provided for in this Article.

3. Except as otherwise indicated or required by law, leaves under this Article will be without pay, fringe benefits, and increment privileges, but without loss of seniority.

4. The teacher on leave under this section shall return to his/her previously assigned full-time position. If the previously assigned position does not exist, the teacher shall be assigned to a comparable
position. All rights and privileges of this Article are contingent upon the employee's return to the system upon expiration of the leave.

Section B. SICK LEAVE

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

Teachers covered under the Local Sick Leave Plan at the time of execution of this Agreement shall have the option of selecting sick leave provisions as provided for in the State Sick Leave Plan in subsection 2 of this Section. It is understood and agreed that all such teachers shall make known their choice, to either select the State Sick Leave Plan or remain under the Local Sick Leave Plan, to the Payroll Section, Division of Finance, within thirty (30) calendar days after execution of this Agreement. Teachers who are eligible for this option and elect to be covered by the State Sick Leave Plan shall be credited as of July 1, 1981, with sick leave at the rate of one (1) day for each month taught not to exceed twelve (12) days per year and not to exceed one hundred ninety-two (192) days sick leave in accordance with Tennessee Code Annotated 49-1314 less the total number of days they have been absent due to personal illness or accident since September 1, 1963, or their last date of employment, whichever date is later.

1. LOCAL SICK LEAVE PLAN

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

(1) Teachers who are on the active payroll and who are disabled because of personal illness or injury shall be granted sick leave in accordance with the provisions of this section, provided that the Board may require from time to time and before resumption of work, a written certificate by a licensed physician stating that the teacher is unable or able to work, as the case may be; provided further that the Board may require such certificate from a licensed physician of its own choosing, and in such event the examination would be paid by the Board. Normally the certificate verifying illness or injury will be required where there may be a reason to believe that sick leave is excessive or being abused.

(2) Teachers shall be paid for such absences for days normally worked by the teacher at the teacher's regular rate of pay less sick leave deduction for a specified period of time not to exceed one (1) calendar year. This pay will begin the first day or hour, as appropriate, of absence with deduction at the rate (rounded to the nearest dollar) of one and forty-two one-hundredths (1.42) percent per day of the base salary at Step 0 of the Bachelor's Degree Teacher's Schedule.

b. ILLNESS IN THE IMMEDIATE FAMILY

Leave for illness in the immediate family will be granted for a period not exceeding one (1) year. Deduction for the first calendar month will be at the rate of the deduction per day in accordance with Section B, 1, a, (2) of this Article. For the next two (2) months the deduction will equal the cost of a substitute. Further absence,
up to the remainder of the calendar year, will require a leave of absence without pay. Immediate family is defined as including brother, sister, child, spouse, parents, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

**c. MATERNITY**

Any teacher who submits a written application, accompanied by a statement from a physician verifying her pregnancy on forms provided by the Division of Certificated Personnel, shall be granted maternity leaves of absence without pay for a period up to one (1) year. Applications for such leave must be filed with the Division of Certificated Personnel at least thirty (30) days prior to the date of the leave application or the expected date of confinement. After consultation with the teacher, the effective dates of such leaves may be adjusted a reasonable period of time (up to a maximum of four (4) weeks) to meet the educational needs of the system. In the event of unanticipated early confinement or related illnesses the thirty (30) day notice may be waived upon a written statement of a licensed physician indicating the inability of the teacher to give such notice. A teacher who becomes physically disabled during pregnancy shall be granted sick leave in accordance with the provisions of Section B, 1, a, (1 and 2) of this Article for the period of time certified by a physician that she is physically disabled from performing her normal duties. A teacher will be returned to duty at the expiration of her maternity leave upon written certification from the attending licensed physician as defined in subsection 1, a (1) of this section, certifying the ability of the teacher to perform the work required.
d. DEATH IN THE IMMEDIATE FAMILY

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

e. DEATH OF RELATIVE BEYOND IMMEDIATE FAMILY

Two (2) consecutive workdays' absence concurrent with the death or the funeral of the family member without deduction is allowed if the teacher resides with the deceased relative.

f. PERSONAL AND PROFESSIONAL LEAVE

Teachers covered by this plan shall be allowed personal and professional leave not to exceed two (2) days' absence each year at the rate of the deduction per day in accordance with Section B, 1, a (2) of this Article. Teachers planning to use a day or days under this provision shall notify their immediate supervisor at least one (1) day in advance, except in cases of emergency. Approval of such leaves may be withheld at the discretion of the Board.

2. STATE SICK LEAVE PLAN

Teachers employed or reemployed after September 1, 1969, or teachers who exercised their option to come under this plan shall be granted one (1) sick leave day for each month taught. Sick leave shall be cumulative for all earned days not used and can be used for all types of leaves of absence described in this Subsection 2, STATE SICK LEAVE PLAN, except Personal and Professional Leave, which leave is accumulated and used independently as provided in Subsection 2, e, of this Section.
a. PERSONAL ILLNESS

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

b. ILLNESS IN THE IMMEDIATE FAMILY

Teachers shall be granted leave due to illness from natural causes, accident, or quarantine of a member of the teacher's immediate family, which shall include the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughters-in-law, sons-in-law, brothers-in-law, and sisters-in-law.

c. MATERNITY

(1) Any teacher who submits a written application, accompanied by a statement from a physician verifying her pregnancy on forms provided by the Division of Certificated Personnel, shall be granted maternity leave of absence without pay for a period up to one (1) year. Applications for such leave must be filed with the Division of Certificated Personnel at least thirty (30) days prior to the requested date of the leave or expected date of confinement. After consultation with the teacher, the
effective dates of such leaves may be adjusted a reasonable period of time [up to four (4) weeks] to meet the educational needs of the system. In the event of unanticipated early confinement or related illnesses, the thirty (30) day notice may be waived upon a written statement of a licensed physician indicating the inability of the teacher to give such notice. A teacher who becomes physically disabled during pregnancy shall be granted sick leave in accordance with the provisions of Section B, 2, a, of this Article for the period of time certified by a physician that she is physically disabled from performing her normal duties. A teacher will be returned to duty at the expiration of her maternity leave upon written certification from the attending licensed physician as defined in Subsection 1, a (1) of this Subsection, certifying the ability of the teacher to perform the work required.

(2) Any teacher who submits a written application, accompanied by a statement from a licensed physician verifying pregnancy, shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes for a period not to exceed the teacher's accumulated sick leave balance or thirty (30) working days, whichever is less.

d. DEATH IN THE IMMEDIATE FAMILY

Up to three (3) days of sick leave shall be allowed due to the death of a member of the teacher's immediate family as defined in Subsection 2, b, of this Section.
e. PERSONAL AND PROFESSIONAL LEAVE

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

f. CREDIT FOR RETIREMENT

Upon retirement any teacher who has accumulated sick leave under Tennessee Code Annotated 49-1314 shall be credited with such accumulated sick leave as credited service in accordance with the stipulations included in Tennessee Code Annotated 8-3904 entitled "Credited Service".

Section C. GOVERNMENT SERVICE LEAVES

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

1. CAMPAIGNING FOR ELECTIVE PUBLIC OFFICE

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

2. ELECTED STATE LEGISLATOR

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

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

4. NON-COMPENSATORY APPOINTIVE PUBLIC BOARD

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

Section D. RELIGIOUS LEAVES

Any teacher whose religious affiliation requires observance of holidays other than those scheduled in the school calendar may be granted leave for observance of such holiday(s) up to a maximum of five (5) days in any school year. Deductions for such absences shall be at the rate (rounded to the nearest dollar) of one and forty-two one-hundredths (1.42) percent per day of the base salary at Step 0 of the Bachelor's Degree Teachers' Schedule.

Section E. Teachers may be granted leave without loss of pay for the reasons indicated below:

1. Court Appearance. Teachers subpoenaed to appear in judicial or quasi-judicial proceedings or by a traffic summons upon presentation of the official subpoena or summons.

2. Supervising Student Groups, at the discretion of the Superintendent.

3. Professional Meetings, not otherwise provided for in this Article, at the discretion of the Superintendent.
Section F. MILITARY SERVICE

Teachers who enter the military service of the United States shall be granted a leave of absence and upon discharge from military service shall be reinstated and afforded all rights and privileges of employment, as mandated by the Military Selective Service Act as Amended.

Section G. ASSOCIATION LEAVES

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

1. FULL-TIME SERVICE WITH THE MEMPHIS EDUCATION ASSOCIATION

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

Teachers elected as delegates to the national convention of the National Education Association shall be granted leaves of absence provided that the number of teachers granted leave at one time shall not exceed two (2) from any one location nor a total of ten (10). Application for leave of absence must be made not less than fifteen (15) days before such leave is to begin.

3. ELECTED DELEGATES TO REPRESENTATIVE ASSEMBLY

Teachers elected as delegates to the Tennessee Education Association Representative Assembly shall be granted leaves of absence provided that the number of teachers granted leaves at one time shall not exceed two hundred ten (210). Application for such leave of absence must be made not less than thirty (30) days before such leave is to begin.

Section H. EDUCATION LEAVE

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

Section I. MISCELLANEOUS LEAVE

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

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

Section K. Teachers granted non-paid leaves of absence under this Article will have the option to continue the applicable Board of Education Group Insurance Plan with the total cost to be paid by the teacher in advance, in annual, semi-annual, quarterly, or monthly payments, except as otherwise provided for in this Article.

ARTICLE XVI

SCHOOL DAY

Section A. The normal school day for teachers shall be seven and one-quarter (7-1/4) hours. Teachers are expected to be at their schools and in their classes before and after classes in order to fulfill their professional responsibilities. Specific times and signing-in requirements may be established by the Board.
Section B. Recognizing the importance of a total educational program in the development of students, it is agreed that before and after school activities, faculty, department and committee meetings, parent conferences, extra help for students, and evening meetings related to the school program are a part of a teacher's professional responsibility. These responsibilities shall be assumed by teachers, as necessary, and/or assigned by the building principal. The Board shall make an effort to equalize such assignments where practicable taking into consideration the needs of the school and circumstances involved.

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

1. Beginning July 1, 1982, the Board will endeavor where practicable and except where special conditions warrant to provide duty free lunch to teachers with respect to twenty percent (20%) of their lunch periods in accordance with procedures determined by the Board. In addition, recognizing the concern of teachers with respect to duty free lunches, the Board will attempt to improve this objective when practicable and feasible.

ARTICLE XVII

TEACHER WORK YEAR

Section A. NUMBER OF DAYS

The work year for bargaining unit teachers shall be no more than two hundred (200) days: one hundred eighty (180) teaching days, ten (10) days' in-service training, and ten (10) days' vacation. For the purpose of this Article, teachers who are employed for two hundred (200) days shall be designated as ten (10) month teachers.
Section 3. VACATION DAYS

All twelve (12) month teachers who on June 1 of any year have been continuously in the service of the Board for the period listed in this section shall receive vacation pay as follows:

<table>
<thead>
<tr>
<th>Service Time</th>
<th>Vacation Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than one (1) year</td>
<td>One (1) day per month</td>
</tr>
<tr>
<td>One (1) year through nine (9) years</td>
<td>Twelve (12) days per year</td>
</tr>
<tr>
<td>Ten (10) years through fourteen (14) years</td>
<td>Fifteen (15) days per year</td>
</tr>
<tr>
<td>Fifteen (15) years and over</td>
<td>Twenty (20) days per year</td>
</tr>
</tbody>
</table>

Section C. Teachers whose yearly term of employment is eleven (11) or twelve (12) months shall follow the scheduled workdays as established for their immediate supervisor.

Section D. SCHOOL CLOSINGS

If schools are closed due to inclement weather or other emergencies beyond the control of the teacher or the Association, such closing will not result in loss of pay if the teacher completes the school year in which the school closing occurred. The Board will make the election of whether such days will be made up by the scheduling of later school days. The Board will consult with the Association concerning the revised school calendar. The absence of teachers due to inclement weather or any other emergency beyond the control of the teacher or the Association will be treated as any other absence.
ARTICLE XVIII

GENERAL

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

Section B. The parties agree that there shall be no discrimination against any teacher because of race, creed, color, political affiliation, religion, national origin, sex, age or marital status or because of membership or non-membership or participation or non-participation in Association activities.

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

Section D. The Board agrees to maintain safe and sanitary conditions in accordance with Federal, State, and local laws and regulations in all work areas.
ARTICLE XIX
ACCIDENTS, ASSAULTS, AND PROPERTY DAMAGE

Section A. ACCIDENTS ON THE JOB

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

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

2. "Disability" as used herein shall mean the total inability of the teacher to carry out his/her duties. The Board may require such proof of disability as it shall deem proper, including a medical examination by a physician who may be selected by the Board including a physician practicing a particular specialty.

3. In order to qualify for benefits under this Article, a teacher must give notice on the day of the accident to the teacher's immediate supervisor unless the teacher is prevented by disability incurred as the result of the accident from giving such notice, in which event notice should be given as soon as possible.
4. In the event of legislation requiring the Board to adopt a particular system of Workmen's Compensation or should the Board decide to adopt a system of Workmen's Compensation, such system shall be substituted for the provisions of this Article.

5. The Board will pay for necessary and reasonable medical expenses for on-the-job injury sustained by any teacher who is currently covered by the Board's group insurance plan provided such injury has resulted from causes other than personal or professional negligence and is not covered under Section C of this Article. Total payments by the Board for said medical expenses incurred following date of injury and not reimbursable through any personal or group insurance coverage the teacher may have shall not exceed five thousand dollars ($5,000) during such period of time as is deemed necessary, but in no event shall the period of time exceed that stipulated under the provisions of the Workmen's Compensation Law of the State of Tennessee and Amendments thereto. In computing hospital room costs, the allowance shall not exceed the semi-private rate unless the physician orders a private room. In case of said injury, the Board reserves the right to have the teacher examined by a physician designated by the Board at such time or times as it may determine in its discretion to assist in ascertaining the nature and extent of disability attributed to the injury.

Section B. PHYSICAL ATTACK UPON TEACHERS

1. The Board agrees to provide the following benefits to any teacher who is disabled as a result of a direct, unprovoked physical attack upon said teacher in the line of duty while on school premises or on approved field trips.
During the first six (6) months of disability, the teacher shall receive one hundred percent (100%) of his or her normal salary for scheduled work days. After the first six (6) months of disability, the teacher shall be entitled to the appropriate regular sick leave pay for scheduled work days. No compensation shall be paid for disability in excess of one (1) year.

2. Disability as used herein shall mean the total inability of the teacher to carry out his or her duties. The Board may require that a certificate of a licensed physician, including a physician practicing a particular specialty as designated by the Board, be furnished by the teacher in all cases deemed proper by the Board. The Board may also require such certificate from a licensed physician of its own choosing.

3. The Board will pay for necessary and reasonable medical expenses for personal injury in the amount of such expense incurred during the calendar year immediately following the date of injury and not reimbursable through any personal or group insurance coverage the employee may have; provided that the total payments by the Board for such medical expenses shall not exceed five thousand dollars ($5,000). In computing hospital room costs, the allowance shall not exceed the semi-private rate unless the physician orders a private room. In case of such injury, the Board reserves the right to have the teacher examined by a physician designated by the Board in its discretion to assist in ascertaining the nature and extent of disability attributed to the injury.
4. In order to qualify for benefits under this Section, a teacher must give notice on the day of the occurrence to the teacher's immediate supervisor unless the teacher is prevented by disability incurred from the result of the occurrence from giving such notice in which event notice should be given as soon as possible.

Section C. MALICIOUS PROPERTY DAMAGE

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

1. No reimbursement will be made for loss through theft of personal property or a vehicle or for damage resulting from collision of a vehicle, except that consideration will be given to claims resulting from theft of such parts of a vehicle as are essential to the functioning of said vehicle.

2. Maximum payment for any one loss will not exceed one hundred dollars ($100), except in the case of a vehicle, where maximum payment will not exceed five hundred dollars ($500).

3. The Board will assume only costs in excess of those covered by any personal or group insurance such teacher may have.

4. Depreciation will be prorated on all claims.

Section D. The decision of the Board in regards to Sections A, B, and C of this Article shall not be subject to arbitration.
Section E. The use of personal automobiles by teachers to transport children on approved activities shall not be required by the Board. However, if a teacher's personal automobile is voluntarily used for approved events and the use has been authorized by the appropriate principal/administrator, the teacher shall be protected by a blanket liability insurance maintained by the Board in the amount of three hundred thousand dollars ($300,000.00), if the teacher has his/her own liability insurance. Such Board's insurance shall take effect following the initial liability of the teacher's personal insurance coverage.

When the teacher is driving a Board-owned vehicle, the teacher shall be covered by Board liability insurance.

ARTICLE XX
RETIREMENT

All teachers hired during the life of this Agreement shall be enrolled in the Tennessee Consolidated Retirement System, except for those teachers who are rehired by the Board and who have retained membership in the Memphis Local Retirement System. All teachers enrolled in either the Memphis Local Retirement System or the Tennessee Consolidated Retirement System shall be subject to the terms and conditions as specified by the applicable system. Controversies under either retirement system which arise from matters that are the responsibility of the Tennessee Consolidated Retirement System or the Memphis Local Retirement System shall be resolved according to the terms and conditions as specified by the applicable system. Responsibilities of the Board are to be limited to notification, enrollment procedures, and transmittal of retirement contributions.
ARTICLE XXI  
NEGOTIATING PROCEDURES  

During negotiation of a successor agreement provided for in Article XXVII, Length of Agreement, the parties agree to bargain in good faith. Each party has the responsibility for selecting the members of its own negotiating team from within or outside of the Memphis City School system. Neither party shall have any control over the selection of the other party's team. Neither team shall exceed eight (8) persons. The parties pledge that the members selected by each shall be clothed with all the necessary power and authority to present and to consider proposals, to make concessions in the course of negotiations, and to reach agreement, subject to ratification by each party.

ARTICLE XXII  
WORK STOPPAGE  

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

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

ARTICLE XXIV
MANAGEMENT RIGHTS

To hire, transfer, reassign, layoff, promote, dismiss or demote teachers, and to determine their qualifications therewith, and the conditions for their continued employment; to exercise executive, management and administrative control, and authority of the school system properties, facilities, students, and teachers; to establish, change or modify methods, curriculum, schedules, techniques, machines, extracurricular activities, processes, means and ends; the duties, responsibilities, evaluation, and assignment of teachers; to increase, decrease or discontinue operations, programs or facilities in whole or in part; to contract, subcontract, transfer, lease, assign or convey
services performed by teachers in the bargaining unit in whole or in part; to establish, change, or modify daily, weekly, term or yearly teacher schedules; the number, qualification, location, and disposition of teachers; to establish, change or modify, and enforce school regulations and Board policies and procedures are among the sole prerogatives of the Board, provided that no actions shall be inconsistent with the provisions of this Agreement. Provided further, that all rights and powers possessed by the Board prior to the execution of this Agreement and not specifically waived herein shall be retained exclusively by the Board.

ARTICLE XXV
INSURANCE

Section A. The Board Group Insurance shall be maintained by the Board under the existing terms and conditions. The Insurance Program shall not be subject to the Grievance Procedure.

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

Section C. Effective January 1, 1982, the premium for the insurance program provided under this Article for employee coverage shall be paid in the following ratio:

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<th>Teacher:</th>
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<td>Ratio</td>
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</table>
Effective January 1, 1983, the premium for the insurance program provided under this Article for employee coverage shall be paid in the following ratio:

- Board: 85%
- Teacher: 15%

Effective January 1, 1984, the premium for the insurance program provided under this Article for employee coverage shall be paid in the following ratio:

- Board: 90%
- Teacher: 10%

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

Section E.

1. The Board shall continue to pay its share of the premium for the insurance program under this Article for a teacher on a paid leave of absence, provided the teacher pays his or her share of the premium to the Board within thirty (30) days of the billing date.

2. Insurance benefits under this Article shall continue through the balance of the contractual year for a teacher who has exhausted accrued sick leave, provided the teacher pays the full premium to the Board in annual, semi-annual, quarterly, or monthly payments.

3. Teachers on non-paid leave for one (1) month or longer shall have the option to continue the insurance program under this Article by paying the full premium to the Board in advance in annual, semi-annual, quarterly, or monthly payments.

4. Laid off teachers shall have the option to continue the insurance program under this Article for up to one (1) year from the date of layoff by paying the full premium to the Board in advance in annual, semi-annual, quarterly, or monthly payments.
Section F. Effective no later than January 1, 1983, teachers shall have the option of selecting one of the following group health insurance programs. Once a teacher exercises this option, membership in the program selected shall continue to the subsequent January 1. Notification of changes for subsequent years shall be made by notifying the Insurance Section, Division of Financial Services, in writing, no earlier than November 1 and no later than December 1.

Option A: Health Maintenance Organization (HMO)

Option B: Board Group Insurance

ARTICLE XXVI
COMPENSATION

Section A. The salaries of teachers covered by this Agreement are set forth in Appendix C which is attached to and incorporated in this Agreement. Non-Degree teachers shall be paid Seventy-Six Percent (76%) of the appropriate Step of Appendix C, B.S. Degree Salary Column. Non-Degree teachers with less than two (2) years college training will not receive Steps 11-15 in the group classification. Non-Degree teachers with more than two (2) years college training will not receive Step 16 in the group classification.

Section B. Teachers involved in coaching, band directing, and cheerleading activities set forth in Appendixes D and E, which are attached to and incorporated in this Agreement, shall be compensated within the provisions thereof.
Section C. NEW OR FORMER TEACHERS

1. New or former teachers entering the system will be placed on the beginning step of the appropriate salary schedule. Upon verification of creditable teaching experience, degree(s) earned, and/or military service filed in the Division of Certificated Personnel on or before the first day of work, the teachers' salaries will be adjusted to the applicable step on the appropriate salary schedule. If such verification is filed subsequent to the first day of work, any applicable salary adjustments will become effective on the first July 1 following employment.

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

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

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

Section E. CHANGE IN POSITION ON SALARY SCHEDULE

1. In the event of a change in training status during the school year, the applicable numerical service step on the Memphis salary schedule will be applicable upon filing in the Personnel Division an amended teaching certificate that verifies the acceptance of the additional training by the State Department of Education. The effective date of the change will be either the date that the degree was conferred or the date that all requirements were met for receiving the degree if they were met prior to one month or more before the date of graduation. These salary adjustments are not retroactive beyond the current fiscal school year.

Section F. The Board shall provide teachers the option of a gross check of Four Hundred Dollars ($400) at the end of the first two (2) weeks of school during the 1982-83 school term and the balance of the first month's check will be paid at the regular pay period.

Section G. Effective no later than January 1, 1983 teachers shall be paid an annual salary on a bi-weekly basis under one of the following two plans outlined below. Once a teacher selects a pay plan, no change in election may be made until August of the next school year. Notification of changes for subsequent years shall be made by notifying the Payroll Section, Division of Finance, in writing, no earlier than August 1 and no later than September 1.
Plan One: Ten month teachers may receive their bi-weekly pay checks issued every other Friday over a period of twelve months.

Plan Two: Bi-weekly pay checks issued every other Friday over the number of months within a school year for which a teacher is contractually responsible.

Section H. Effective no later than July 1, 1982, teachers may elect to have their pay checks direct deposited into the Memphis Area Teachers Credit Union account of the teacher according to the Agreement between the Board and the Credit Union.

Section I. The salary of teachers covered by this Agreement as set forth in Appendix C indicates salary for ten (10) month teachers and is the monthly salary for a ten (10) month period. Eleven (11) and twelve (12) month teachers shall have their salaries prorated proportionately.

Section J. Teachers who currently receive mileage reimbursement for driving personal automobiles on school business will continue to receive such reimbursement at the rate established by the Board.
ARTICLE XXVII
LENGTH OF AGREEMENT

This Agreement shall be effective July 1, 1981, and shall remain in effect through June 30, 1984, and from year to year thereafter unless at least sixty (60) days prior to the expiration date of this Agreement or any anniversary thereof notice by registered or certified mail is given by either party of the desire to terminate, modify, or amend this Agreement.

Executed December 16, 1981

BOARD OF EDUCATION
MEMPHIS CITY SCHOOLS

MEMPHIS EDUCATION ASSOCIATION

-53-
The following positions constitute all positions included within and excluded by Article II, RECOGNITION, of this Agreement.

INCLUSIONS

Teacher - Kindergarten
Teacher - Elementary
Teacher - Secondary
Teacher - Elementary Special Education
Teacher - Secondary Special Education
Teacher - Adult Vocational
Vocational Teacher - 1-3 Hour
Vocational Home Economics Teacher
Visually Limited Itinerant Teacher
Speech Therapist - Itinerant
Homebound - Itinerant
C.L.U.E. Teacher
Special Education Itinerant (Autistic, IR)
L.D. Resource Teacher
Reading Improvement Teacher
T.R.E.A.T. Teacher (Emotionally Disturbed)
V.O.E. Teacher
Orff Music Itinerant Teacher
Stringed Instrument Itinerant Teacher
Pink Palace Teacher
Resource Teacher (10 months) Early Childhood - Special Education
Resource Teacher (10 months) Special Education
Interim Teacher
Aesthetic Program Itinerant Teacher
Resource Teacher (10 months)
  a. Early Childhood - Division of Elementary Education
  b. POPS
  c. IMP - Individualized Mathematics Program
  d. Orff Music
  e. Family Life Center

Librarian - Elementary
Librarian - Secondary
Guidance Counselor - Elementary
Guidance Counselor - Secondary
Teacher - Adult Vocational (Certificated and Non-Certificated)
Attendance Teacher
Counselor/Coordinator
Physical Therapist
Job Developer for Disadvantaged Adults (10 Months) Disadvantaged Adult Program
Part-Time Teacher
Superintendent
Deputy Superintendent
Area Superintendent
Assistant Superintendent
Director
Coordinator
Supervisor
Area Specialist
Pupil Services Consultant
Elementary Consultant
Secondary Consultant
Special Education Consultant
Vocational Consultant
Area Specialist - Elementary
Area Specialist - Secondary
Area Specialist - Special Education
Area Specialist - Vocational
Area Specialist - Attendance
Assistant Principal - Elementary
Assistant Principal - Junior High
Assistant Principal - Senior High
Administrative Intern
Audio Visual Specialist (Area Specialist)
Principal - Elementary
Principal - Junior High
Principal - Senior High
Graphic Arts Specialist (Area Specialist)
Psychologist (Consultant)
Psychological Service Worker (Area Specialist)
Research Specialist (Area Specialist)
Personnel Assistant (Area Specialist)
Program Specialist, Social Services
Human Relations Specialist
Pupil Services Assistant
Psychometrist
Social Worker (Special Education)
Liaison Teacher - 89/10 (Computer Assistant)
Teacher Corps Leader
Community Relations Specialist (12 months)
Teacher Corps Intern
Psychology Intern
Teacher - Evening School
Teacher - Summer School
Teacher - Substitute
R.O.T.C. Instructor
Vocational Center Assistant Director
Vocational Center Director
Food Service Specialist
Chief Accountant
Public Information Specialist
Computer Center Manager
Security Specialist
Maintenance Supervisor
Plant Operations Supervisor
Purchasing Specialist
Systems Software Specialist
Data Base Administrator
Senior Systems Analyst
Systems Supervisor
MEMPHIS EDUCATION ASSOCIATION
GRIEVANCE FORM
(ARTICLE V)

Teacher’s Name ______________________ Location ______________________
Assignment ______________________

Grade(s) and Subject(s) ______________________

STEP 1

Date of violation ______________________ Date grievance filed ______________________

Nature of grievance ______________________

Specific provision(s) violated ______________________

Specific relief sought ______________________

Association Representation Desired
Yes [ ] No [ ] ______________________

Signature of Teacher ______________________

DISPOSITION BY PRINCIPAL OR DIVISION DIRECTOR

Date received ______________________ Date meeting set ______________________

Response ______________________

Copy to:
Superintendent’s Designated Representative ______________________
Area or Dept. Asst. Superintendent ______________________

Signature ______________________ (Date) ______________________

Grievance resolved: Yes [ ] No [ ] Appealed to Step 2 Yes [ ] No [ ]

Signature of Teacher and/or Faculty Representative ______________________ (Date) ______________________

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| (Date) |

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| (Date) |

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| (Date) |

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| Request for arbitration due: |
| (Date) |
| Request submitted: |
| (Date) |
| Request due to F.M.C.S.: |
| (Date) |
| List of arbitrators received: |
| (Date) |
| Selection due: |
| (Date) |
| Selection made: |
| (Date) |
AGREEMENT

APPENDIX C

Between the BOARD OF EDUCATION of the MEMPHIS CITY SCHOOLS, Memphis, Tennessee and the MEMPHIS EDUCATION ASSOCIATION, an affiliate of the TENNESSEE EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 1981

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AGREEMENT

Between the BOARD OF EDUCATION of the MEMPHIS CITY SCHOOLS, Memphis, Tennessee and the MEMPHIS EDUCATION ASSOCIATION, an affiliate of the TENNESSEE EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 1982

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In the event any change is made by the Tennessee Consolidated Retirement System which would result in the State of Tennessee or any of its agencies absorbing or causing any action which would have the effect of absorbing the contributions currently contributed by teachers in lieu of a pay increase for 1982-83, the above salary figures shall be adjusted by the Board so that all teachers would realize an increase in salary not to exceed seven and one-half percent (7-1/2%) of the salary received on the 1981-82 Salary Schedule.
AGREEMENT

Between the BOARD OF EDUCATION of the MEMPHIS CITY SCHOOLS, Memphis, Tennessee and the MEMPHIS EDUCATION ASSOCIATION, an affiliate of the TENNESSEE EDUCATION ASSOCIATION and the NATIONAL EDUCATION ASSOCIATION

EFFECTIVE JULY 1, 1983

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In the event any change is made by the Tennessee Consolidated Retirement System which would result in the State of Tennessee or any of its agencies absorbing or causing any action which would have the effect of absorbing the contributions currently contributed by teachers in lieu of a pay increase for 1983-84, the above salary figures shall be adjusted by the Board so that all teachers would realize an increase in salary not to exceed eight percent (8%) of the salary received on the 1982-83 Salary Schedule.
APPENDIX D

AGREEMENT

Between the BOARD OF EDUCATION of the MEMPHIS CITY SCHOOLS, Memphis, Tennessee, and the MEMPHIS EDUCATION ASSOCIATION, an affiliate of the TENNESSEE EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION

During the term of the Agreement of which this Appendix D is a part, teachers assigned to coaching, band Director duties and cheerleading activities in programs approved by the Superintendent will receive additional compensation in accordance with the schedule below:

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<th>SENIOR HIGH SCHOOLS</th>
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<th>1983-84</th>
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<td>971.00</td>
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<tr>
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<tr>
<td>Head Coach</td>
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<td>1071.00</td>
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<td>583.00</td>
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<td>643.00</td>
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<td>Baseball</td>
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</tr>
<tr>
<td>Head Coach</td>
<td>583.00</td>
<td>612.00</td>
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<td>Minor Sports</td>
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<tr>
<td>Golf, Tennis, Swimming</td>
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APPENDIX E
AGREEMENT

Between the BOARD OF EDUCATION of the MEMPHIS CITY SCHOOLS, Memphis, Tennessee, and the MEMPHIS EDUCATION ASSOCIATION, an affiliate of the TENNESSEE EDUCATION ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION

During the term of the Agreement of which this Appendix E is a part, teachers assigned to coaching, band Director duties and cheerleading activities in programs approved by the Superintendent will receive additional compensation in accordance with the schedule below:

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<td>Cheerleader Sponsor</td>
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LETTER OF INTENT

Re: Employee Assistance Program
Effective December 16, 1981

Within ninety (90) days after the execution of this Agreement the Board agrees to establish an advisory committee to investigate the potential cost and alternatives of an Employee Assistance Program. Among the members of the committee appointed by the Board shall be representatives selected by the Association.

Agreed this 16th day of December, 1981.

BOARD OF EDUCATION
MEMPHIS CITY SCHOOLS

MEMPHIS EDUCATION ASSOCIATION

[Signatures]

[64]
LETTER OF INTENT

Salaries of teachers who were paid on the Adult Vocational Salary Schedule during the 1980-81 school year have been converted to the regular Teachers Salary Schedule (Appendix C) in accordance with the following procedure:

1. The individual salary was converted from the appropriate degree lane and step of the 1980-81 Adult Vocational Schedule and placed on the next highest monetary unit on the appropriate degree lane of the regular Teachers Salary Schedule.

2. After this action, the appropriate increment was credited to the individual's salary, which represents the correct salary for the 1981-82 school term.

Agreed this 16th day of December, 1981.

BOARD OF EDUCATION
MEMPHIS CITY SCHOOLS

MEMPHIS EDUCATION ASSOCIATION

[Signatures]
LETTER OF INTENT

Re: Article V, Grievance Procedure, Section B. of the Agreement between the Board of Education of the Memphis City Schools of the City of Memphis and the Memphis Education Association, effective July 1, 1981

The parties agree that the intent of Section B., Article V, of the Agreement is as follows:

1. A teacher may file a grievance for himself or herself only; the teacher may not file for a group or a class of teachers.

2. A grievance filed by a teacher must be limited to allegations of a violation or misapplication of the Agreement which involve a direct personal right or affects him/her directly and personally. Examples of such grievances are: disciplinary actions, a surplusing, transfer, layoff, etc., of the teacher personally in alleged violation of the Agreement, or alleged failure to accord him/her specific monetary benefits in accordance with the Agreement.

3. A teacher may not file grievances involving rights or processes relating to organizational matters such as alleged failure to permit entry into the school by a staff representative, failure to remit teacher(s)' dues, use of facilities, matters concerning the establishment or non-establishment or operation of committees, etc.
4. The President of the Association may file grievances as a teacher as provided in 1) and 2) above. She/he may also file as the President, in which case she/he may file the type of grievance listed in 3) above. The President may not file a grievance for another teacher(s).

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

Agreed this 16th day of December, 1981.

BOARD OF EDUCATION
MEMPHIS CITY SCHOOLS

MEMPHIS EDUCATION ASSOCIATION

[Signatures]

[67]