5-20-1981

Hamilton County Board of Education and Hamilton County Education Association (1981)
Hamilton County Board of Education and Hamilton County Education Association (1981)

Location
Hamilton Co., TN

Effective Date
5-20-1981

Expiration Date
6-30-1982

Number of Workers
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Employer
Hamilton County Board of Education

Union
Hamilton County Education Association

Union Local
Hamilton Co., TN

NAICS
61

Sector
Local government

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Comments
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MEMORANDUM

OF

AGREEMENT

between

The
Hamilton County Board of Education

and

The
Hamilton County Education Association

1980-81
1981-82
# INDEX

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ARTICLE I -- PREAMBLE

The Board and the Association recognize that the interest of public education will be served by establishing procedures to provide an orderly method for the Board and the Association to reach agreement on matters within the scope of negotiations. Therefore, pursuant to the Education Professional Negotiations Act (Tennessee Code Annotated 49 5501-5516) The Hamilton County School Board, hereinafter referred to as the Board, and The Hamilton County Education Association, hereinafter referred to as the Association, have negotiated in good faith. Therefore, the Board and Association enter into the following covenants and agree as follows:
ARTICLE II — RECOGNITION

Section 1 - Parties to the Agreement

This Memorandum of Agreement is between the Hamilton County Board of Education, hereafter referred to in this Agreement as the "Board" and the Hamilton County Education Association, hereafter referred to in this Agreement as the "Association."

Section 2 - Association as Exclusive Representative

In accordance with the Tennessee Education Professional Negotiations Act, the Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations of all professional employees under contract, on Board approved leave of absence, on a per diem or hourly basis, but excluding those designated by the Board as "management personnel" pursuant to TCA 49-5505.

Section 3 - Board's Representative for Negotiations

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

Section 4 - Definition of Terms

A. The term "employee" shall mean any professional employee included in the negotiating unit. References to males will include females.

B. The term "teacher" shall mean any professional employee in the negotiating unit whose salary is determined in accordance with the Teacher Salary Scale in Appendix B.

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

D. The term "principal" shall include vocational school managers, where applicable. The term "assistant principal" shall include vocational school assistant managers, where applicable.

Section 5 - Administrative and Supervisory Role Designation

The Association and the Board recognize and agree that certain professional employees hold positions which are primarily supervisory and/or administrative in nature and further recognize and agree that necessary and proper distinctions shall be made delineating the administrative and/or supervisory role where applicable throughout the body of this Memorandum of Agreement.
Section 6 - Agents of the Board

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

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

Section 1 - Use of Facilities

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

Section 2 - Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, in an area used exclusively by employees. The Association may use the school system's regular interschool mail delivery system and employee mailboxes for communications to employees or members of the Association. Material which is distributed by the Association shall clearly indicate that such material is from the Association.

Section 3 - Access to Members

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

Section 4 - Association Leave

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

Section 1 - Dues Deduction Authorization

Any employee who is a member of the Association or who has applied for membership, may sign for the Association to deliver to the Board an assignment authorizing payroll deduction of professional dues. The forms of the assignment shall be (1) United Teaching Profession membership enrollment form and (2) Dues Deduction Authorization Form Appendix A. Form Two (2) shall be made available to the Association by August 15 of each year.

The Association shall deliver to the Finance Department all completed Dues Deduction Authorization Forms and an alphabetical list by work assignment of all employees who desire payroll deductions not later than the first day of October of each year. The Board shall have no obligation to deduct dues for the current school year for forms or lists received after this date.

Section 2 - Deduction Procedure

Pursuant to the deduction authorization, the Board will deduct one-third (1/3) of the total amount to be deducted from a regular salary check of the employee in October, November and December of each year.

Section 3 - Board Obligation Release

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

Section 4 - Transmission of Dues to Association

All dues deducted by the Board, shall be remitted to the Association, within twenty-one (21) calendar days from the date deducted. An alphabetical list of employees for whom such deductions have been made shall also be supplied to the Association.

Section 5 - Indemnification

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

Section 6 - Other Payroll Deductions

The Board shall continue to provide payroll deductions for Board-approved annuities, bonds, credit unions, insurance programs and charitable organizations.
ARTICLE VI -- SALARY, SUPPLEMENTAL PAY, TRAVEL ALLOWANCE AND RETIREMENT PAY

Section 1 - Teacher Salary Schedule

The salary of each teacher shall be determined by the Teacher Salary Scale shown in Appendix B. A teacher whose regular assignment requires more than two hundred (200) days shall be compensated at the contracted daily rate provided that, this provision does not apply to any paid supplemental duty. The Board agrees to continue the present practice of granting salary credit for approved work experience as determined by the State Department of Education.

Section 2 - Administrator Salary Schedule

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

Section 3 - Placement on Salary Schedule

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

Section 4 - Methods of Payment

A. Pay Periods

Each teacher shall be paid by check in twenty (20) equal biweekly installments except that a teacher who is employed for twelve (12) months shall be paid biweekly. Each administrator shall be paid biweekly by check. An employee shall receive his check at his regular work location and on regular school days except for participants in the approved 12-month salary distribution plan. When a pay date falls on or during a school holiday, vacation or weekend, a teacher shall receive his pay check on the last working day, preceding the holiday, vacation or weekend.

B. Extended Contract

Any teacher whose contract extends beyond two hundred (200) days, but less than 12 months, shall be paid by check at the conclusion of the extended work period, or monthly.

Section 5 - Confidentiality of Paychecks

The building principal or his designee shall be responsible for distributing paychecks in such a manner so as to protect the privacy of the employee. Upon written authorization, an employee may permit another individual to receive his paycheck.
Section 6 - Paid Supplemental Duties

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

Section 7 - Department Chairmen and Team Leaders

With the approval of the school principal, subject area department chairmen of secondary schools (grades 7-12) and grade level team leaders of middle schools shall be compensated at the rate of three dollars ($3.00) monthly for each teacher in their department or team other than the department chairman or team leader.

Section 8 - Expenses for Traveling Employees

Any employee who is required by reason of his assignment, to travel from one place of responsibility to another during the contract day shall be reimbursed for all mileage beyond his base location at the rate of twenty cents (0.20) per mile.

Each itinerant employee shall be assigned a base location.

An employee who is assigned to more than one school per day shall be reimbursed for all approved travel after arrival at the first assigned location (base location). If the distance from the employee's last assigned location to his home is greater than the distance between his home and his base location, he shall be reimbursed for the difference.

Any employee who is required to serve more than one school per week shall also be reimbursed for travel incurred as a result of his job assignment. The base location for an employee who travels to more than one assignment per week shall be the location in which the greatest amount of time is spent. If an equal amount of time is spent in two or more locations, the employee may designate which of the assignments shall be the base location.

Other job related travel, approved by the Superintendent or his designee, shall also be reimbursed.

Section 9 - Terminal Sick Leave Payment

Employees who retire under any State of Tennessee or Hamilton County approved retirement plans shall be paid for accrued sick leave. In the event of termination of employment as a result of death, any salary payment and accrued sick leave days shall be paid to the employee's beneficiary. The sick leave payment shall be at the rate of ten dollars ($10.00) per day to a maximum of one hundred twenty (120) days.
ARTICLE VII — INSURANCE

Section 1 - Comprehensive Medical and Life

For the 1981-82 school year the Board agrees to pay a maximum of $566.00 for individual coverage for each full-time employee for a health care protection plan and a life insurance plan that meets the minimum specifications contained in the health care protection plan and life insurance plan in force January 1, 1979, with the following modifications:

1. Add a $100.00 deductible per hospital confinement.
2. Employee pays 20% of the first $5,000.00 for hospital costs.
3. Increase deductible from $50.00 to $100.00 on class III expenses.
4. Add a $1,000.00 stop-loss per individual per year in addition to deductibles.

Employees who elect family coverage health care shall have the premium cost deducted from their paychecks.

Section 2 - Liability

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

Section 3 On-the-Job Injury - Workman's Compensation

Absence due to an injury incurred by an employee while performing duties directly related to his assignment which renders the employee unable to perform normal duties shall not be charged against the employee's accumulated sick leave to a maximum of twenty (20) working days per separate incident, provided that the employee alleging such injury files or causes to be filed a completed copy of the specified accident report form with the Finance Office within three (3) working days of the accident. If the injury occurs while the employee is on a Board approved activity outside of the District the employee shall file the accident report within three (3) working days of the return date. The Board reserves the right to require a physician's statement to verify the employee's inability to perform normal duties.

For such an on-the-job injury the Board agrees to fully pay the deductible and other costs not covered by the health insurance plan in effect at the time of the injury.

If the injury requires that an employee be absent from assigned duties for more than twenty (20) working days, the employee has the option of either:
(1) Using accumulated sick leave days or

(2) receiving benefits equivalent to those payable under the State of Tennessee Workman's Compensation law.

Section 4 - Duration of Coverage

The Board-provided insurance programs shall be for the duration of this Agreement.

Section 5 - Description of Coverage

The Board shall provide each new employee with an application form and a description of the insurance coverage within twenty (20) calendar days of the date of employment. The description shall include a statement of conditions and limits of coverage. If a change in coverage is made, all employees shall receive written notification of the change.

Section 6 - Dental Insurance

The Board agrees to provide payroll deduction for an employee paid group dental plan.

Section 7 - Continuation

Employees on Board approved paid leave shall continue to have Board contributions made according to Section one (1) of this Article.

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

Section 8 - Insurance Committee

An Insurance Committee, composed of three members selected by the Superintendent and three members selected by the Association, shall meet at least quarterly to discuss the insurance coverage provided by this Agreement and to discuss the selection of carriers.
 ARTICLE VIII - EMPLOYEE WORKDAY

Section 1 - Workday for Teachers

The normal workday for teachers shall be at least seven (7) hours. The principal or immediate supervisor shall be responsible for determining the specific period of time that a teacher shall be at his assigned work location(s). Teachers may be assigned duties beyond the normal workday, provided, however, that such duties shall be distributed on an equitable basis, as determined by the principal.

Section 2 - Workday for Administrators

The workday for administrators shall be determined by the Board.

Section 3 - Definition

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

Section 4 - Teacher Load

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

(a) A daily duty-free lunch period equal in length to the scheduled student lunch period at the school.

(b) In the event that (a) of this section cannot be provided, a duty-free lunch period equal in length to the scheduled student lunch period shall be provided on a rotating basis.

(c) With the approval of the principal or his designee, a teacher may leave the building or grounds during his duty-free lunch period.

(d) Fifty-five minutes of daily duty-free preparation time for classroom teachers on the secondary level. Thirty consecutive minutes of duty-free preparation time for classroom teachers on the elementary level at least three (3) days per week with daily preparation time provided when possible. Duty-free preparation time for classroom teachers is to be used for activities directly related to the instructional program.

(e) A daily teaching load not to exceed five (5) hours of pupil contact per day for all classroom teachers in a middle, junior or senior high school.
For the 1980-81 school year, a committee composed of the principal, the Association faculty representative and a teacher selected by the faculty shall be established in each elementary school. The function of this committee shall be to assist in formulating plans for providing duty-free lunch and planning time.

Section 5 - Teacher Response

Teachers utilizing duty-free time shall be required to respond to an emergency situation or an irregularly scheduled school activity, when so directed by the principal.

Section 6 - Faculty Meetings

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

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

(a) A maximum of four meetings per calendar month may be held.

(b) Meetings held prior to the start of the student school day shall not exceed thirty minutes. Meetings held after the end of the student school day shall not exceed forty-five minutes.

(c) Items of school-wide interest submitted by members of the faculty to the principal at least one day in advance of a meeting shall be placed on the agenda. This shall not preclude other items of school-wide interest submitted by the faculty from being discussed.

(d) Morning meetings shall not be scheduled on Monday or on any day immediately following any holiday or other day upon which teacher attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required in school.
ARTICLE IX -- EMPLOYEE ASSIGNMENT

Section 1 - Assignment of Employees

The immediate supervisor shall give written notice of a teacher's assignment for the forthcoming school year, before the end of the preceding school year, if administratively possible. A newly elected employee shall be given written notice of assignment within thirty (30) calendar days of the Board action.

Section 2 - Traveling Teachers

Subject to the needs of the total school system, schedules of teachers who are assigned to more than one school shall be arranged so as to reduce, to the extent possible, the amount of travel required.
ARTICLE X - VACANCIES, TRANSFERS, REASSIGNMENTS AND REDUCTION IN FORCE

Section 1 - Posting of Notice of Vacancies

All officially known vacancies and new positions shall be listed in the official school system newsletter on at least a weekly basis. Newsletters shall be distributed on the same date in each school and a copy shall be posted on a bulletin board specified by the building administrator. A copy of the newsletter should also be sent to the Association Office.

Section 2 - Filling of Vacancies

All applications shall be initiated through the Personnel Office.

Employees from within the system shall be given preference for filling vacant positions, provided that they make written application to the Personnel Office within six (6) working days of the posting date of the vacancy notice and hold certification of the vacant position. The Board shall not transfer employees during the school year as a routine practice, however, the Board, in its discretion, may transfer employees during the school year in exceptional circumstances.

The Board may fill a vacancy without advertising if the vacancy is created during the first fifteen (15) days of the student school year.

The Board agrees to provide copies of the employment procedure to all principals, Association building representatives, Association executive board and one copy to be posted in each school.

When filling a vacancy, the Board agrees to give preference to an employee's length of service in the school system. Consideration shall also be given to the professional background of the employee as such background relates to the requested assignment.

Section 3 - Voluntary Transfer and Reassignment Procedures

An employee who desires a transfer shall annually complete the employee transfer form and file with the Personnel Office by March 31 of each year. Such forms shall be kept on file until March 31 of the following year. The employee transfer form shall include the position, grade and/or subject to which the employee desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

An employee who desires a change in assignment within a school must notify the principal in writing by March 31 of any academic year. This request must be retained until March 31 of the following year.

It shall be the employee's responsibility to notify the Personnel Office or principal in writing, as soon as possible, of any change in a request for transfer or reassignment.
No assignment of new employees in the school system shall be made until all pending requests for reassignment or transfers in the affected area have been administratively acted upon either by granting or denying the requests.

In the determination of an employee request for transfer, the Board agrees to give preference to the employee's length of service in the school system. Consideration shall also be given to the professional background of the employee as such background relates to the requested assignment.

Section 4 - Involuntary Transfer and Reassignment Procedures

When the Board determines that an involuntary transfer or reassignment is necessary, volunteers from among those affected holding necessary certification will be given preference. In the event that two or more employees volunteer for the same transfer or reassignment, preference will be given to each employee's length of service in the school system. If no volunteer is available, the desires of tenured employees in the affected area shall be given preference.

Except in extraordinary circumstances, an employee who is to be involuntarily transferred shall receive written notice of the reason for the transfer five (5) working days prior to the enactment of the transfer. Written notification shall be received at least five (5) working days prior to the Board meeting at which the recommendation is to be presented.

In the event that the employee objects to the involuntary transfer or reassignment, the employee may request a meeting with the Superintendent or his designee. Such a meeting shall be held before the proposed transfer or reassignment is presented for Board action. If, after this meeting, the employee still objects to the transfer or reassignment, he may file a written statement of his objection with the Superintendent. At the employee's request, a copy of the written statement shall be given to the Board and the employee shall be afforded the opportunity to appear before the Board for the purpose of stating his objections prior to Board action on the transfer or reassignment.

Employees who have been involuntarily transferred or reassigned due to a reduction in enrollment at a school, a reduction in enrollment within a subject area or staff reorganization and who meet the qualifications listed in the vacancy notice shall be given preference for that vacancy over those employees seeking voluntary transfer to the vacancy.

Section 5 - Notification to the Association

The names of all employees who have been reassigned or transferred and the positions to which they have been reassigned or transferred shall be made available to the president of the Association or his designee no later than the work day following the Board action.
Section 6 - Layoffs

Subject to the exigencies of the school system as determined by the Board, the following procedure shall be used in the event that a system-wide reduction of professional employees is necessary:

A. Employees in the affected area shall be laid off in reverse order of their total length of services in the Hamilton County School System.

B. An employee who is to be laid off and who is certified for another position shall displace an employee currently in that position who has less total years of service in the Hamilton County School System.

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

An employee laid off as provided herein shall have the option of continuing membership in the Board's health insurance plan by paying the full premium cost to the Board each month while laid off to a maximum of 24 months.

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

In the event of a lay off, the Superintendent or his designee shall, if requested by the Association, meet with representatives of the Association to explain the reason(s) for the lay off, the manner of implementing the lay off and to offer the Association the opportunity to make suggestions relative to the lay off.

Section 7 - Recall

Employees who are laid off as provided for in Section Six (6) of this Article shall be placed on a recall list for twenty-four (24) months, after which they shall have no recall rights.

Subject to exigencies of the school system as determined by the Board, employees on the recall list will be reemployed in vacancies for which they are certified in the reverse order of their layoff date.

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

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

Employees affected by a layoff as provided in Section Six (6) of this Article, on their request, shall be placed on a special substitute list. As far as possible, personnel on this list shall be utilized both in day to day and long term substitute assignments before persons on the regular substitute list are called.

An employee reemployed by exercising his recall rights shall be given full credit for any previously established teaching experience in the Hamilton County School System.

The administration shall, within three (3) working days of the Board meeting, which the layoffs are enacted, provide the Association with (1) a list of employees laid off, (2) the date of hire (3) the date of his earliest application and 4 area(s) of certification.
ARTICLE XI — EMPLOYEE SAFETY AND LEGAL PROTECTION

Section 1 - Safety of Working Areas

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

Section 2 - Suspected Unsafe Conditions

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

Section 3 - Use of Reasonable Force

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

Section 4 - Physical Assault on an Employee

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

(a) Legal counsel to advise the employee of his legal rights.

(b) When absence from assigned duties is directly caused by such bodily injury, the employee shall receive regular salary and benefits for the period of such absence up to twenty (20) working days per separate incident and shall not forfeit any accumulated leave.

(c) The Board shall reimburse an employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectable insurance in effect at the time of the attack, up to a maximum of $200.00.

(d) The Board shall assume medical costs beyond the employee's insurance coverage to a maximum of $1,000.00 incurred by an employee as a result of such bodily injury.

(e) The providing of the benefits specifically described above shall be the sole obligation of the Board under this Section.
Section 5 - Conditions for Providing Benefits

The Board's providing of the benefits described in Section four (4) of this Article are conditioned upon any or all of the following, to be determined by the Board:

(a) The employee promptly files an official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in the matter.

(b) The employee must have been performing his duties in a reasonable and prudent manner.

(c) The physical attack must not have been provoked by the employee.

(d) The Board shall receive a notarized statement from the employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack.

(e) The Board shall receive a statement from a medical doctor attesting to the employee's inability to return to work.

Section 6 - Reimbursement for Personal Property

The Board agrees to budget a sum of $1500.00 each fiscal year to reimburse employees for the replacement of personal property stolen, damaged or destroyed while the employee was discharging his duties within the scope of his assignment. The Board shall provide this reimbursement only if the employee immediately informs his supervisor in writing of the loss and presents a notarized statement to the Board within ten (10) calendar days of the loss stating the circumstances of the loss and the estimated replacement or repair cost. No employee shall receive more than $100.00 per fiscal year under this Section. The reimbursement provided by the Board shall be in excess of any valid and collectable insurance in effect at the time of the loss.

Section 7 - Legal Action Against an Employee

When suit for damages is instituted against an employee, resulting from an alleged wrongful act by the employee in the performance of assigned duties, the Board shall provide the employee with legal counsel and indemnification up to the limits of and in accordance with the Board's Educational Liability Policy in effect at the time of the occurrence. The Board shall also pay the $2,500.00 retention fee provided for in the Policy. However, the Board shall have no obligation to provide any such legal counsel or indemnification in the event that the Board is the plaintiff in the suit against the employee or a Court or a jury determines that the employee was guilty of negligence or intentional wrongdoing. In no event shall the Board be obligated to indemnify the employee for any punitive or exemplary damages awarded in such a suit.
ARTICLE XII -- SICK LEAVE

Section 1 - Accumulation of Benefits

At the beginning of each school year, an employee shall be credited with one (1) day sick leave allowance for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave shall mean leave of absence because of illness of an employee from natural causes, accident or quarantine or illness or death of a member of the immediate family of an employee, including the employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

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

Section 2 - Transfer of Sick Leave

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

Section 3 - Notification of Accumulation

Each employee shall be given a written accounting of accumulated sick leave days on the employee's final paycheck stub for the current fiscal year.
ARTICLE XIII -- TEMPORARY LEAVES OF ABSENCE

Section 1 - Personal and/or Professional

Each employee shall be granted a total of two (2) days of paid leave per school year employed, non-accumulative, for personal and/or professional leave.

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

Personal leave may be used for personal reasons and can be taken at the discretion of the employee. An employee shall not be required to give reasons for the use of any personal leave.

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

The approval of the Superintendent, his designee, or the Board shall be required under the following conditions:

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

(2) If personal leave is requested during any prior established student examination period; or

(3) If personal leave is requested on the day immediately preceding or following a holiday or vacation period.

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

Section 2 - Professional

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

Section 3 - Religious

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

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

An employee utilizing paid religious leave under this Section shall pay the cost of his substitute.

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

Section 4 - Jury and Legal

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

Section 5 - Emergency

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

Section 1 — Parental

a. An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) months for the purposes of child bearing and for the child care aspects associated with a newborn infant.

b. An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) months when legally adopting an infant less than one (1) year in age. If the child to be legally adopted is older than one (1) year of age the leave shall be granted only if the leave is needed to fulfill the requirements for adoption.

c. An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) months for child rearing purposes. However, child rearing leave shall be granted only for an employee's natural or legally adopted child, who is unmarried and living in the employee's household and who requires an exceptional amount of attention or care.

Section 2 — Military

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

Section 3 — Legislative

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

Section 4 — Educational Improvements

An employee may be granted an unpaid leave of absence for a maximum of twelve (12) months for the purpose of engaging in a program of studies related to his professional responsibilities at an accredited institution of higher education.

Section 5 — Recuperation of Health

An employee shall be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for health recuperation purposes. The Board reserves the right to request a physician's statement certifying that said leave is needed.
Section 6 - Association President

The Board may grant the Association President, upon request, an unpaid leave of absence for a maximum of twelve (12) months for the purpose of serving as association president.

Section 7 - Other Sufficient Reasons

An employee may be granted an unpaid leave of absence for a maximum of twelve (12) months for reasons other than those cited in sections one (1) through six (6) of this Article.

Section 8 - Requesting Extended Leave

An employee desiring to utilize an extended unpaid leave under this Article shall file a written request on the specified form with the Personnel Department at least thirty (30) calendar days in advance of the anticipated starting date of the leave.

Section 9 - Requesting Extensions of Leave

An employee already on Board-approved parental leave, educational improvement leave, recuperation of health leave or other sufficient reason leave as stated in this article may request one (1) extension of the original leave for a maximum of twelve (12) months.

Section 10 - Conditions of Leave

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

a. Experience for salary rating purposes shall not accrue, except for military leave. A maximum of five (5) years experience shall be granted for military leave.

b. Sick leave days shall not accrue, but all accumulated sick leave days shall be reinstated upon return to service.

c. The Board's contribution toward all fringe benefits will be terminated; however, the employee may continue insurance coverage by making full payment of all premiums due.

d. The employee shall suffer no loss in the number of years of teaching experience previously established in Hamilton County.
ARTICLE XV -- SABBATICAL LEAVE

Section 1 - Length of Leave

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

Section 2 - Provisions of Leave

The following provisions shall govern sabbatical leave:

a. To be eligible for sabbatical leave an employee must have completed at least seven (7) consecutive years of service in the Hamilton County School System prior to starting the leave and must have received a Master's Degree prior to starting the leave.

b. An employee on sabbatical leave shall be paid one-half (1/2) of the regular salary received at the time the leave commences.

c. All requests for sabbatical leave shall be submitted to the Board by January fifteenth (15) of the calendar year for which the leave would commence.

d. Any employee who takes a sabbatical leave under the terms of this Article shall return to the Hamilton County School System for three (3) years of employment or refund to the Board all money received from the Board while on leave, on a pro-rated basis.
ARTICLE XVI -- EMPLOYEE EVALUATION

Section 1 - Notification

During the first three (3) weeks of employment, each employee shall be informed of the evaluation process which shall include the procedures, criteria, and instruments to be used, and of the supervisor's responsibility for the evaluation.

Section 2 - Evaluation

A. Teacher

Evaluations shall be conducted only by the principal, assistant principal, or system-wide instructional personnel.

Evaluations shall be based on personal observations and other documented evidence which shall be reflected in the written evaluation. Observations of the performance of a teacher shall be conducted openly and with the full knowledge of the teacher.

For the purposes of evaluation, non-tenured teachers shall be observed at least twice each semester. A minimum of one observation during the second semester shall occur prior to March 15 except that at least two observations shall be completed for a nontenured teacher prior to that teacher's receiving a notice of failure of re-election. One of the two required observations each semester shall occur with at least one day's prior notice.

B. Administrator

Each administrator shall be evaluated at least once every three (3) years by his supervisor or supervisors.

Section 3 - Conferences and Reports

For non-tenured teachers, a conference to discuss the employee's performance shall be held within seven (7) school days of an observation for at least one of the two required observations each semester. One-half (½) of any additional observations shall also be followed by such a conference within seven (7) school days.

For tenured teachers, at least one-half (½) of all observations shall be followed by a conference to discuss the employee's performance within seven (7) school days of the observation.

A conference shall be held between the employee and the evaluator to discuss the formal written evaluation before it is submitted to the Personnel Office. Both parties shall sign the written evaluation, and a copy of the evaluation and any attached notations shall be given to the employee. It is understood that the employee's signature does not
necessarily mean agreement with the evaluation, but rather awareness of the content. If an employee feels that his evaluation is incomplete or unjust, he may put his objections in writing and have them attached to all copies of the evaluation report.

A written report concerning an employee's evaluation or competency shall not be placed in the employee's file, without a prior conference between the employee and his supervisor.

Section 4 - Evaluation Committee

An Evaluation Committee composed of four members selected by the Superintendent and four members selected by the Association, shall be established to develop recommended changes in the evaluation process. Such recommendations shall be submitted to the Board. The Committee shall elect its own chairman and shall meet at least twice during the school year.
ARTICLE XVII -- PERSONNEL FILES

Section 1 - Content Guidelines

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

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

Section 2 - Maintenance of Files

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

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

In the event that material related to an employee's performance is removed, a dated notation stating what has been removed and the reasons for its removal shall be placed in the file.

Documents other than routine, clerical ones, shall not be placed in the personnel file of an employee after severance, effective date of a letter of resignation, or the date on which a notice of non-renewal has been written to the employee, unless such documents are related to an occurrence unknown to the Board at the time of termination.

Section 3 - Access to Files

An employee shall have the right, with prior appointment, to review the contents of his personnel file and to reproduce any documents contained therein. The employee shall have the right to have an Association representative accompany him during such a review.

The Board shall release to credit agencies only the present employment of an employee and his length of service in the system. Additional salary and personnel information shall be released only upon written authorization from the employee.

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

All personnel file reviews shall be conducted in the presence of the Personnel Officer or his designee.
ARTICLE XVIII -- STUDENT DISCIPLINE PROCEDURES

Section 1 - Board and Association Responsibility

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

A copy of the student discipline procedures, recommended by the Committee and approved by the Board, shall be distributed to each school.

Section 2 - Local School Discipline Procedures

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

Section 3 - Classroom Discipline Procedures

Maintenance of proper student behavior is primarily the responsibility of the classroom teacher; however, in those exceptional situations where a teacher is experiencing difficulty in maintaining suitable student discipline, the teacher may temporarily remove a student from the class by referring him to the designated administrator. In such cases the teacher shall furnish the administrator with the full particulars pertaining to the referral as soon as his teaching obligations allow. Each referral shall be treated individually and without precedent according to the administrator's judgment.
ARTICLE XIX -- GRIEVANCE PROCEDURE

Section 1 - Definitions

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

B. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.

C. Class grievance shall mean a grievance affecting employees in more than one work location.

Section 2 - Levels

A. Informal Level

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

B. Formal Levels

Level 1 - Immediate Supervisor

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

Level 2 - Superintendent

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

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

Level 3 - Grievance Mediation Panel

If the grievance is not resolved to the employee's satisfaction by the Superintendent, he, no later than five (5) days after receipt of the Superintendent's decision, may request a review by a Mediation Panel or he may go on to Level 4 - School Board. The Mediation Panel shall consist of two employees chosen by the Board and two employees chosen by the Association. The Mediation Panel shall meet within ten (10) days of the receipt of the request by the Superintendent and the President of the Association. This panel shall hear the grievance and shall explore various ways in order to resolve the grievance to the employee's satisfaction. The employee shall have ten (10) days after the conclusion of the mediation session(s) to appeal the grievance to Level 4 - School Board.

Level 4 - School Board

If the grievance is not resolved to the employee's satisfaction by the Superintendent, he, no later than seven (7) days after receipt of the Superintendent's or mediation panel's decision, may request a review by the School Board. The request shall be submitted in writing on the Grievance Form through the Superintendent of Schools, who shall attach all related documents and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or the grievant, hold a
hearing with the grievant. A final and binding decision shall be rendered within thirty (30) days of receipt of the grievance at level four (4) by the Superintendent. Copies of the decision shall be provided to the grievant, the Superintendent, the immediate supervisor involved and the Association.

Section 3 - Advanced Step Filing

A. In the event that the immediate supervisor of an employee is the Superintendent of Schools, the first formal level shall be the Superintendent level.

B. The first formal level for class grievances shall be the Superintendent's level.

Section 4 - Provisions Governing the Grievance Procedure

A. A grievant may, at his option, be represented by an Association representative at all formal levels of the procedure. The individual hearing the grievance may, at his option, have a representative present during the hearing. An employee who requests an Association representative shall not be required to discuss any grievance in the absence of the Association representative.

B. Any resolution of a grievance shall not be inconsistent with the terms of this Agreement.

C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.

D. No reprisals shall be taken by the Board, Administration or Association against an employee because of his participation in a grievance.

E. If the Board requires that an employee be away from his assignment due to the processing of a grievance, the employee shall suffer no loss of pay or benefits.

F. It is understood that the grievant shall, during the pendancy of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.

G. A grievance may be withdrawn at any level without establishing precedent.
H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

I. Notices of hearing dates, acknowledgements of the date of receipt of grievances, and decisions rendered must be in writing.

J. For all grievances at level two (2) or three (3), grievances notices or decisions shall be sent by certified mail.

K. A grievance, to be considered under this procedure, must be properly initiated by the employee within twenty-five (25) days from the time the employee knew of the incident or should have known of the incident which caused the grievance.

L. All formal grievance must be submitted on the Grievance Form, Appendix F.

M. The President of the Association shall be the grievant in the event that a grievance is based on a section(s) of Article IV, Association Rights.

N. The time limits prescribed in this procedure may be extended by written mutual consent.

Section 5 - Contract Administration Committee

The Board and Association agree to establish a Contract Administration Committee. Such committee shall be composed of the Director of Employee Relations and not more than four (4) employees selected by the Association. This committee shall meet at the request of either party, but not more often than once a month. The function of this committee shall be to discuss problems related to the implementation and administration of this Memorandum of Agreement.
ARTICLE XX - EMPLOYEE DISCIPLINE

Section 1 - Procedures

If a supervisor should determine that an employee is to receive a warning, an oral reprimand or a written reprimand, the following procedures shall normally be followed:

A. Warning - The supervisor and employee shall meet and discuss the problem. The supervisor shall specify a time period in which the problem is to be corrected. The two individuals shall jointly sign a statement indicating that such a meeting occurred and the date of the meeting.

B. Oral Reprimand - The supervisor shall (1) meet with the employee, (2) permit the employee to explain his point of view, (3) discuss the problem and (4) state the corrective action to be taken, if any.

C. Written Reprimand - The supervisor shall meet with the employee and state in writing (1) the rule violated, (2) the corrective action to be taken and (3) the consequences of further violations. The supervisor and employee shall sign and date the written reprimand.

D. If a decision is made to place a copy of the written reprimand in the employee's personnel file, the employee shall have the right to submit a written answer to the reprimand and his answer shall be attached to all copies of the reprimand.

E. Both the supervisor and employee shall be entitled to have a representative present at the oral reprimand and written reprimand meeting.

F. If the employee feels any action taken in this article is without cause, he may file a grievance at that step, of Article XIX Grievance Procedure which is one step above his immediate supervisor's level.

Section 2 - Complaints

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

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

Section 1 - Effective Dates of Agreement
The provisions of this Memorandum of Agreement will be effective as of May 20, 1981, except that the Salary Article VI shall be effective July 1, 1980, and except as otherwise provided for in Section three (3), will continue and remain in full force and effect until June 30, 1982.

Section 2 - Negotiation Procedures
No later than February first (1) of the calendar year in which this Memorandum of Agreement is to expire, either party shall submit to the other written notice of its intent to negotiate a successor agreement. No later than February 15, the parties shall meet at a mutually convenient time and place and the party giving such notice shall submit all proposed modifications to the other party. Subsequent meetings, concerned with the negotiation of a successor agreement, shall commence by March 15.

Section 3 - Reopening of Articles
The Board agrees to reopen negotiations on Article VI, Salary, Supplemental Pay, Travel Allowance and Retirement Pay, and Article VII, Insurance, and further agrees that each party may submit three (3) additional articles for negotiations for the 1981-82 school year on a mutually agreed upon date prior to June 1, 1981.

Section 4 - Commitments of the Parties
The Board and the Association agree that this Memorandum of Agreement constitutes the full and complete commitments between the two parties. Further, the Board and Association agree that this Memorandum of Agreement shall not be altered, changed, added to, deleted from or modified in any way except as provided for within the confines of this Memorandum of Agreement.

Section 5
Signed and entered into this first day of November, 1981.

For the Board

[Signatures]
Chairman, Hamilton County School Board

[Signatures]
Superintendent of Schools, Hamilton County

[Signatures]
Chief Negotiator, Hamilton County School Board

For the Association

[Signatures]
President, Hamilton County Education Association

[Signatures]
Secretary, Hamilton County Education Association

[Signatures]
Chief Negotiator, Hamilton County Education Association
APPENDIX A

DUES DEDUCTION AUTHORIZATION FORM

1980-81 SCHOOL YEAR

Print:

Name (Last/First) ____________________________________________

Assignment __________________________________________________

Work Location ________________________________________________

Social Security Number _________________________________________

Total Amount to be Deducted __________________________________

I hereby authorize the Hamilton County School Board to deduct from my salary the professional dues, in the amount listed above, during the months of October, November and December.

_________________________  ____________________________
Date                        Signature
## APPENDIX B

HAMILTON COUNTY PUBLIC SCHOOLS
Chattanooga, Tennessee

TEACHERS' SALARY SCALE

1981-82

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## APPENDIX C

**HAMILTON COUNTY PUBLIC SCHOOLS**  
Chattanooga, Tennessee

**ADMINISTRATOR SALARY SCALE**  
FOR  
PRINCIPALS, ASSISTANT PRINCIPALS, MANAGERS AND ASSISTANT MANAGERS  
1981-82

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*Including recognized outside experience

(This scale is calculated by adding $200 to each step of the Teachers' Salary Scale.)
## APPENDIX C - Continued

### ADMINISTRATOR SALARY SCALE

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## ADMINISTRATOR SALARY SCALE

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I. PRINCIPALS, ASSISTANT PRINCIPALS, MANAGERS, ASSISTANT MANAGERS

A. The salary for principals, assistant principals and vocational school managers shall be determined in the following manner:

1. All schools shall be designated as either a Class I school or a Class II school, based on the average daily attendance (ADA) for the previous school year.

   \[
   \begin{align*}
   \text{Class I} & = 0-500 \\
   \text{Class II} & = 501+ 
   \end{align*}
   \]

2. The salary shown at the appropriate step of the administrator salary scale is multiplied by the following appropriate index:

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3. The following amount for experience as an administrator in Hamilton County Schools shall be granted:

   1 - 2 years add - $ 110
   3 - 4 years add - $ 270
   5 - 6 years add - $ 535
   7 - 8 years add - $ 805
   9 - 10 years add - $1070
  11 - 14 years add - $1340
 15+ years add - $1605

4. The total salary for a principal, manager or assistant principal shall be the sum of steps two (2) and three (3).

B. The salary for a vocational school assistant manager shall be determined by multiplying the appropriate step of the administrator salary schedule by 1.10.

II. CENTRAL OFFICE ADMINISTRATORS

A. Central Office administrators/supervisors shall have the option of being paid either on the Central Office Administrative/Supervisory Salary Scale or as per current practice (as a teacher working 12 months).

VACATION SCHEDULE FOR TWELVE-MONTH EMPLOYEES

All twelve-month employees shall annually receive paid vacation according to the following schedule. Experience shall mean experience in the Hamilton County School System.

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<td>11 - 20 Years</td>
<td>16 Days</td>
</tr>
<tr>
<td>21 and above Years</td>
<td>19 Days</td>
</tr>
</tbody>
</table>

As of August 31 of each year the total accumulated vacation days may not exceed twice the number of days that an employee could have earned that year. Any excess days will be lost as of September 1 of each year.
APPENDIX C - Continued
ADMINISTRATIVE SALARY SCALE

CENTRAL OFFICE ADMINISTRATIVE/SUPERVISORY SALARY SCALE

<table>
<thead>
<tr>
<th>Position</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asst. Area Coordinator</td>
<td>1.000</td>
<td>1.0357</td>
<td>1.0714</td>
<td>1.107</td>
<td>1.143</td>
<td>1.179</td>
<td>1.214</td>
<td>1.250</td>
<td>1.286</td>
<td>1.321</td>
</tr>
<tr>
<td>Area Coordinator</td>
<td>1.357</td>
<td>1.393</td>
<td>1.429</td>
<td>1.464</td>
<td>1.500</td>
<td>1.536</td>
<td>1.571</td>
<td>1.607</td>
<td>1.643</td>
<td>1.679</td>
</tr>
<tr>
<td>Coordinator or Supervisor</td>
<td>1.215</td>
<td>1.257</td>
<td>1.300</td>
<td>1.346</td>
<td>1.393</td>
<td>1.442</td>
<td>1.493</td>
<td>1.545</td>
<td>1.599</td>
<td>1.655</td>
</tr>
<tr>
<td>Division Coordinator or Director</td>
<td>1.713</td>
<td>1.773</td>
<td>1.835</td>
<td>1.899</td>
<td>1.966</td>
<td>2.034</td>
<td>2.106</td>
<td>2.179</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td>1.786</td>
<td>1.848</td>
<td>1.913</td>
<td>1.980</td>
<td>2.049</td>
<td>2.121</td>
<td>2.195</td>
<td>2.272</td>
<td>2.351</td>
<td>2.434</td>
</tr>
<tr>
<td>Superintendent</td>
<td>2.519</td>
<td>2.607</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Base = $14,000 = Index of 1.00
The supplemental pay is a percentage of the teacher’s annual salary. The following percentage is granted for each of the positions listed.

<table>
<thead>
<tr>
<th>Sport</th>
<th>High School</th>
<th>Junior High</th>
<th>Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Football</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Head</td>
<td>.20</td>
<td>.12</td>
<td>.11</td>
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<tr>
<td>Assistant</td>
<td>.15</td>
<td>.08</td>
<td>.07</td>
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<tr>
<td>Basketball</td>
<td></td>
<td></td>
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<tr>
<td>Head</td>
<td>.15</td>
<td>.10</td>
<td>.09</td>
</tr>
<tr>
<td>Assistant</td>
<td>.08</td>
<td>.05</td>
<td>.04</td>
</tr>
<tr>
<td>Baseball</td>
<td></td>
<td></td>
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<tr>
<td>Head</td>
<td>.10</td>
<td>.04</td>
<td>.03</td>
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<tr>
<td>Assistant</td>
<td>.05</td>
<td>.03</td>
<td>.02</td>
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<tr>
<td>Softball</td>
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<tr>
<td>Head</td>
<td>.10</td>
<td>.04</td>
<td>.03</td>
</tr>
<tr>
<td>Assistant</td>
<td>.05</td>
<td>.03</td>
<td>.02</td>
</tr>
<tr>
<td>Track</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Head</td>
<td>.10</td>
<td>.04</td>
<td>.03</td>
</tr>
<tr>
<td>Assistant</td>
<td>.05</td>
<td>.02</td>
<td>.02</td>
</tr>
<tr>
<td>Wrestling</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Head</td>
<td>.10</td>
<td>.05</td>
<td>.04</td>
</tr>
<tr>
<td>Assistant</td>
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<td>.03</td>
<td>.03</td>
</tr>
<tr>
<td>Swimming</td>
<td>.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Golf</td>
<td>.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skeet</td>
<td>.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cross Country</td>
<td>.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tennis</td>
<td>.02</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volleyball</td>
<td>.05</td>
<td>.03</td>
<td>.02</td>
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<tr>
<td>Intramural</td>
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</tr>
<tr>
<td>Head</td>
<td></td>
<td>.04</td>
<td>.06</td>
</tr>
<tr>
<td>Assistant</td>
<td></td>
<td>.02</td>
<td>.04</td>
</tr>
<tr>
<td>Band Director</td>
<td>.03</td>
<td>.02</td>
<td>.02</td>
</tr>
<tr>
<td>Athletic Director</td>
<td>.05</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX D - Continued

PROVISIONS GOVERNING THE SALARY SUPPLEMENT SCHEDULE

Senior High Schools

1. A teacher's total compensation (regular salary plus extra-curricular supplements) shall not equal or exceed the salary of the principal of the school to which the teacher is assigned. Nor shall the total extra-curricular supplement exceed twenty-five percent (25%) of the teacher's regular salary.

2. All athletic practices will be held after the regular teacher workday except in the event of an unavoidable conflict in the utilization of needed facilities.

3. An athletic season must be at least ten (10) weeks in length to qualify for a supplement.

4. The total compensation (regular salary plus extra-curricular supplements) for football coaches will be paid in eleven (11) payments.

5. If the school principal and the appropriate director determine that athletic practices must be held during the regular teacher workday. The following reductions in the stated supplement shall occur:

   A. Football - .03
   B. Basketball - .03
   C. Baseball - .02
   D. Track - .02
   E. Wrestling - .02

6. High schools with a ninth (9) grade may have one coach for each of the junior high sports at a junior high school head coach supplement.

Junior High and Middle Schools

1. A teacher's total compensation (regular salary plus extra-curricular supplements) shall not equal or exceed the salary of the principal of the school to which the teacher is assigned nor shall the total extra-curricular supplement exceed twenty percent (20%) of the teacher's regular salary.

2. The total compensational (regular salary plus extra-curricular supplements) for football coaches will be paid in ten (10) payments.

3. All athletic practices will be held after the regular teacher workday with the exception of one basketball team. The stated supplements for the basketball coaches will be reduced by .02 in the junior high school and .01 in the middle schools.
APPENDIX D - Continued
PROVISIONS GOVERNING THE SALARY SUPPLEMENT SCHEDULE
Junior High and Middle School - Continued

4. A season must include scheduled competition with other teams on at least five (5) occasions in order to qualify for the coaching supplement. The maximum number of contests will be determined by the appropriate director.
APPENDIX E

INFORMAL LEVEL GRIEVANCE FORM

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

__________________________
Immediate Supervisor

__________________________
Employee

(I copy to the employee and I copy to the immediate supervisor)
GRIEVANCE FORM

Grievant's Name_______________________________________________________

Work location _________________________________ Assignment_____________

Date of alleged violation______________________________________________

Article(s) and section(s) alleged to have been violated________________

Specific statement of grievance

Resolution desired

Reason(s) for dissatisfaction with immediate supervisor's/Superintendent's decision

Grievant's signature _______________________________ Date ________________

Administrator's/Board's decision

Date received by Administrator/Board ________________________________

Signature _______________________________ Date ________________

Position

(1 copy to the grievant, 1 copy to the immediate supervisor, 1 copy to the Director of 
Employee Relations and 1 copy to the Association President)
The negotiating representatives of the Hamilton County School Board and the Hamilton County Education Association agree that the intent of Article VIII, Section 1, is that the principal or immediate supervisor has the discretionary power to determine and/or to alter the normal work schedule of a teacher.

RS:ema/pf