

July 1, 2009 - June 30, 2012

NEGOTIATED CONTRACT



Sumner County Board
of Education

*The Prepared Graduate: Engaging Minds,
Developing Character*



*Educating Our Children, Engaging Our
Parents, Empowering Our Schools*

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1 responsibilities assigned to them by local, state, or federal statutes or the rules and regulations of
2 the Tennessee Department of Education.

3
4 E. Association Report

5
6 The Association shall be recognized during a Board meeting under the Delegation portion of the
7 Board's agenda. The Association will notify the Board's secretary by the published Board agenda
8 deadline if an item is to be presented which might require Board action. In such case, the
9 Association will provide the Board's secretary with items of information needed to take such
10 action so that such items may be included with the Board's agenda.

11
12 NEGOTIATIONS PROCEDURE

13
14 A. Mutual Commitment of Good Faith Negotiations

15
16 The Board and the Association have the obligation to negotiate in good faith pursuant to
17 TCA § 49-5-609. Good faith negotiations require a free and open exchange of views by both
18 parties. Therefore, both parties agree to meet at reasonable times and places to negotiate in a good
19 faith effort to reach an agreement. The Board and the Association will present relevant data,
20 exchange points of view, make proposals and counterproposals, and upon written request, supply
21 to each other such information, data, and materials as needed to prepare for and to conduct
22 meaningful negotiations.

23
24 B. Meetings

25
26 On or before October 31 of the calendar year prior to the expiration of this contract, the chief
27 representatives of the parties shall meet and set a date definite on which to begin negotiations for a
28 replacement Memorandum of Agreement to become effective upon the expiration of this
29 Memorandum of Agreement. Additional meetings as may be necessary to complete an agreement
30 shall be agreed upon by the negotiation representatives.

31
32 C. Negotiating Teams

33
34 In accordance with state law:

- 35
36 1. Neither party shall have any control over the number and the selection of the negotiating
37 team of the other party.
38
39 2. Each party pledges their chief spokesperson will be empowered to make proposals,
40 counterproposals and to reach tentative agreement on items being negotiated subject only
41 to final ratification by their respective governing bodies.
42
43 3. It is further pledged that all members of the management team will be system wide
44 employees as outlined in TCA § 49-5-608 and the Association team will be professional
45 employees of the Sumner County Board of Education as outlined in TCA § 49-5-603.
46

47 D. Mediation

48
49 If reasonable efforts do not produce agreements, either party may request mediation as outlined in
50 Tennessee law.

51
52 E. Fact-finding Arbitration

- 53
54 1. If the mediator is unable to bring the parties to agreement, either party may, by written
55 notification to the other, request that their differences be submitted to fact-finding
56 arbitration.

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2. At its first regularly scheduled meeting following notice of the arbitrator’s findings, the Board shall vote to accept or reject said decision provided there is sufficient time between notice of the decision and the board meeting to allow for public notice. If more than one issue is presented for arbitration, each issue may be voted on independently. Under no circumstances will the decision(s) of the arbitrator be binding on the Board of Education.

F. Continued Negotiations

If fact-finding arbitration does not result in agreement, negotiations shall be scheduled upon demand from either party in accordance with the same procedure described above.

G. Tentative Agreement

Any item(s) negotiated by the Board and Association which requires funding shall not be considered binding until such time as the body empowered to appropriate the funds has approved such appropriation. In the event the amount of funds appropriated for the item(s) is less than the amount negotiated, the Board or its representatives and the Association or its representatives shall renegotiate an agreement within the amount of funds appropriated for that specific item(s) {TCA § 49-5-612(b)}.

SCEA Chief Negotiator Date Board Chief Negotiator Date

1 **I. SALARIES AND SUPPLEMENTS**

2
3 A. Salaries

- 4
5 1. The current professional employee's salary schedule(s) will be contained in the appendix
6 at the end of this contract and will become a part of this contract. This contract shall
7 govern salaries until its expiration date.
8
9 2. The 2008-2009 Salary Schedule shall remain in place and be used to determine salaries
10 for all professional employees during SY2009-2010.
11
12 3. During March 2010, the Association and the Board agree to open negotiation on the
13 Salary and Supplements article for SY 2010-11. The same process will be followed for
14 SY 2011-12. Only the Salary and Supplements article will be opened.
15
16 4. Professional employees will be placed on the salary schedule at the appropriate
17 experience and degree level.
18
19 5. Professional employees will be employed for a base contract of two hundred (200) days.
20 Professional employees may earn additional compensation for work performed beyond
21 the two hundred day contract as justified by the professional employee and/or warranted
22 by the professional employee's job description and/or program area, recommended by the
23 principal, approved by the district's program supervisor and approved by the Director of
24 Schools. If additional time is approved, the time will be paid at the professional
25 employee's daily rate of pay based on their placement on the professional employee's
26 salary schedule.
27
28 6. Any increase in teachers' salaries received from the State of Tennessee will be added to
29 state supplement positions only. Increases for positions beyond those earned in the
30 Education Improvement Act will be funded with local funds equivalent to the State
31 increase.
32
33 7. An assistant principal shall be placed on the teachers' salary schedule at the appropriate
34 experience and degree level. Assistant principals shall receive a supplement for
35 additional responsibilities equal to 3/4 of a month pay in addition to regular pay for days
36 worked. This supplement will be based on their position on the professional employees
37 pay schedule.
38
39 8. Principals' salaries will be based on the teachers' salary according to training and
40 experience. Principals will receive a supplement to their salary based upon the following
41 formula and number of employees supervised:

42

43 1 - 25 employees	\$200 per year per employee
44 26 - 50 employees	\$150 per year per employee
45 51 employees and over	\$100 per year per employee

46

47 For added responsibilities, principals will receive:

48

49 Secondary principals	\$1000 per year
50 Middle school principals	\$500 per year
51 Elementary school principals	\$300 per year

52

53 B. Supplements- Athletics and Performing Arts

- 54
55 1. The Board through its administration and the principal of the school will determine the
56 number of supplements to a school. All programs allocated to a school by the Board

1 during the 2008-2009 year will be the base limit permitted for the term of this contract.
2 Programs that are supplemented by the school may be negotiated between the principal or
3 designee and the individual employee.
4

- 5 2. For the duration of this contract, supplements for athletics and fine arts will be based on
6 the following percentage of the employee's base salary:
7

8 HIGH SCHOOL

9 Performing Arts

- 10 a. Band
11
12 Director 10%
13 Assistant Director 5%

14 Athletics

- 15 b. Baseball
16
17 Head Coach 5%
18 1 Assistant 3%
19
20 c. Basketball (Boys)
21 Head Coach 10%
22 1 Assistant 5%
23
24 d. Basketball (Girls)
25 Head Coach 10%
26 1 Assistant 5%
27
28 e. Bowling (Boys) 4%
29
30 f. Bowling (Girls) 4%
31
32 g. Cross Country (Boys) 4%
33
34 h. Cross Country (Girls) 4%
35
36 i. Football
37 Head Coach 10%
38 Top Assistant Coach 7%
39 Assistant Coach 5%

40
41
42
43 Number of Assistant Coaches per school:

44
45 AAAAA - 5 AAAA - 5 AAA - 4 AA - 4 A - 3
46

1	j.	Golf (Boys)	4%
2			
3	k.	Golf (Girls)	4%
4			
5	l.	Soccer (Boys)	
6		Head Coach	5%
7			
8	m.	Soccer (Girls)	
9		Head Coach	5%
10			
11	n.	Softball	
12		Head Coach	5%
13		1 Assistant Coach	3%
14			
15	o.	Tennis (Boys)	4%
16			
17	p.	Tennis (Girls)	4%
18			
19	q.	Track (Boys)	
20		Head Coach	5%
21			
22	r.	Track (Girls)	
23		Head Coach	5%
24			
25	s.	Volleyball	
26		Head Coach	5%
27			
28	t.	Wrestling	
29		Head Coach	5%
30			
31	u.	Other Coaching	3%
32			
33	v.	Cheerleading	
34		Football - Varsity	5%
35		Basketball - Varsity	5%
36		Wrestling	3%
37			
38			
39		9th GRADE	
40			
41	w.	Basketball (Boys)	

1		Head Coach	5%
2			
3	x.	Basketball (Girls)	
4		Head Coach	5%
5			
6	y.	Football	
7		Head Coach	8%
8		Assistant Coach	5%
9			
10	z.	Cheerleading	5%
11			
12	aa.	Other Coaching	3%

13

14 MIDDLE GRADES

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16	bb.	Basketball (Boys)	
17		Head Coach	8%
18			
19	cc.	Basketball (Girls)	
20		Head Coach	8%
21			
22	dd.	Football	
23		Head Coach	8%
24		1 Assistant Coach	5%
25			
26	ee.	Other Coaching	3%
27			
28	ff.	Band	5%
29			
30	gg.	Cheerleading	3%

31

32 3. Total Board supplements will be limited for any one teacher to 21% of the teacher's
 33 yearly salary based on the teacher's experience and degree level without Career Ladder or
 34 other supplements.

35

36 4. A teacher will not be assigned coaching or band responsibilities for which he/she is not
 37 compensated. All coaching and band duties will be after the in-school workday. A
 38 teacher who is a coach or band director at one school may be employed at another school
 39 within the system. In such cases, the supplement will be allocated to the school where the
 40 teacher coaches or directs the band.

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42 C. Academic and Non-Academic Supplements

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44 1. Academic Supplements:

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Academic Supplements will be allocated to each school as follows:

High School 6

Middle School 4

2. Non-academic supplements:

a. Non-academic, school related activity sponsorships may be but will not be limited to: "Just Say No", Annual Sponsor, Newspaper Sponsor, Student Government Sponsor, Beta Club Sponsor, Honor Society, Service Club Sponsors, etc.

b. Non-academic supplements will be allocated as follows:

High School 10

Middle School 6

3. Elementary schools will receive six (6) supplements to be used as academic or non-academic.

4. In all cases, these supplements shall be considered as \$300 and may be used to augment any local school supplements as determined by the principal. A full supplement may be divided among two (2) or more teachers. No teacher may receive more than two (2) supplements.

5. The principal shall first seek volunteer professional employees for extracurricular activities. If there are no volunteers, the principal will identify the most qualified professional employee for each respective extracurricular activity and shall consider allocating an available supplement to the identified professional employee.

D. Payment of Supplements

1. All supplements funded by the Board of Education or the school with school activities' money or booster club money must be paid to the affected teacher through the Board's payroll system.

2. None of the above allocations will reduce the supplement currently being received by any active coach or band director nor will the provisions of this Article cause a reduction in pay to any coach or band director for the performance of any currently assigned duties.

3. The principal shall assure that the school's professional employees are aware of the availability of each supplement by posting and/or announcing before that supplement is offered to a non-certified employee. In situations where no professional employee is available, the Director of Schools may approve payment of the supplement to non-certified employees who perform the duties. Payments to non-certified employees will be in accordance with wage and hour regulations.

SCEA Chief Negotiator

Date

Board Chief Negotiator

Date

1 **II. GRIEVANCE PROCEDURE**

2
3 The purpose of this procedure is to secure at the lowest possible supervisory level equitable solutions to
4 professional employee grievances, which may, from time to time, arise.
5

6 A. General Provisions

- 7
8 1. All meetings in the formal grievance process will be held at mutually convenient times
9 and places to minimize disruption to the educational program. This time will usually be
10 during non-school hours. If processing of a grievance requires that the professional
11 employee be released from his/her regular assignment, he/she shall be released, with the
12 permission of the principal or other supervisor without loss of pay or benefits.
13
14 2. The grievant has the right to be accompanied, represented, and advised by any
15 professional employee and/or Association representative of the grievant's choosing. The
16 grievant and management have the right to call witnesses at any level of the formal
17 procedure.
18
19 3. The filing of a grievance shall not limit the prerogative of management and/or
20 supervisory employees to carry out their duties, pending final disposition of the
21 grievance.
22
23 4. Nothing in the formal grievance procedure shall prohibit the grievant from/or require the
24 grievant to discuss the problem with his/her immediate supervisor in order to settle the
25 matter informally.
26
27 5. Failure at any step of the procedure to communicate the decision of management on a
28 grievance within the specified time limits shall permit the aggrieved party to proceed to
29 the next step. Likewise, if the grievant does not appeal the grievance to the next step of
30 management in the specified time limits, the grievance shall be considered withdrawn.
31
32 6. If at any point during the processing of a grievance the grievant elects to seek relief
33 through court action, further resort to the grievance procedure shall be considered
34 waived, and any action previously taken on said grievance shall become null and void.
35
36 7. Nothing contained herein shall prohibit the grievant from withdrawing the grievance at
37 any step in the procedure, without establishing a precedent but the same grievance by that
38 same person cannot be re-filed at a later date. However, should the same alleged
39 violation occur again, the grievant shall not forfeit his/her right to file a new grievance.
40
41 8. All documents, communications, and records dealing with the processing of a grievance
42 shall be filed separately from the personnel files of the participants, and shall not be
43 forwarded to any prospective employer of the grievant, nor shall such documents be
44 revealed or the grievance(s) be alluded to in any written or oral communication between
45 the administration and said prospective employer. This provision is subject, however, to
46 the Open Records Act.
47
48 9. No reprisals shall be taken by the Board or administration against any professional
49 employee because of his/her participation in a grievance.
50

51 B. Procedure/Informal

52
53 It is most desirable for a professional employee and his/her immediate supervisor to resolve
54 problems through free and informal communications. When a professional employee believes

1 that his/her contract has been violated, the professional employee is encouraged to discuss the
2 situation with his/her supervisor. If possible, the professional employee and his/her supervisor
3 should resolve the problem informally.
4

5 C. Procedure/Formal
6

7 If the professional employee is not satisfied after informally attempting to resolve the grievance,
8 he/she may use the following formal process to resolve the problem.
9

10 Step 1: A professional employee may file a formal grievance using the standard
11 grievance form with his/her immediate supervisor within twenty (20) days after
12 the alleged contract violation first occurred. The immediate supervisor will
13 arrange for a meeting to take place within five (5) days after receipt of the
14 grievance. Within five (5) days of the meeting, the grievant, the Director of
15 Schools, and the Association shall be provided with the supervisor's written
16 response, including the reasons for the decision.
17

18 Step 2: If the grievance is not resolved at step 1, then the Association may refer the
19 grievance to the Director of Schools within five (5) days after receipt of the step
20 1 answer or within ten (10) days after the step 1 meeting, whichever is the later.
21 The Director shall arrange with the Association representative for a meeting to
22 take place within five (5) days of the Director's receipt of the appeal. Each
23 party shall have the right to include in its representation such witnesses and
24 counselors as it deems necessary. Within five (5) days after the meeting, the
25 Association shall be provided with the Director's written response, including the
26 reasons for the decision.
27

28 Step 3: If, after all management appeals have been exhausted, the grievant and the
29 Association desire to proceed further with the grievance, they must, within a ten
30 (10) day period after receipt of the final decision, inform the Director of Schools
31 in writing on the appropriate form whether they will appeal to AAA Arbitration
32 or Federal Mediation and Conciliation Service.
33

34 Arbitration (AAA or FMCS)
35

36 If the grievant and the Association, are not satisfied with the disposition of the
37 grievance at step 2 or the time limits expire without the issuance of the
38 Director's written reply, the Association may submit the grievance for advisory
39 arbitration under the rules of the Voluntary Labor Arbitration Rules of the
40 American Arbitration Association or Federal Mediation and Conciliation
41 Service, which shall act as the administrator of the proceedings.
42

- 43 1). Within twenty (20) days after notification of intent to submit to
44 arbitration has been given, the Association and/or Director of Schools
45 or his/her designee, will request the American Arbitration Association
46 or Federal Mediation and Conciliation Service to submit the names of
47 seven (7) potential arbitrators from which the above will select an
48 arbitrator by the alternate striking method. The striking shall take place
49 within ten (10) days after receipt of the list of arbitrators by both parties
50 from AAA or FMCS. The selection of the party which will strike the
51 first name will be decided by the toss of a coin. Each party will then
52 strike one name alternating turns until one name remains. If for some
53 reason that arbitrator is unable to serve, the process will be repeated,
54 unless both parties can agree on one of the other six (6) potential
55 arbitrators. The party striking first in the initial selection will continue
56 to strike first until an arbitrator is selected. If a demand for arbitration

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is not filed within twenty (20) days of the date for the step 2 answer, then the grievance shall be deemed withdrawn.

- 2). Neither the Board nor the Association will be permitted to introduce or assert new information to the arbitrator which had not been previously disclosed to the other side during the first two steps of the grievance process.
- 3). The arbitrator shall have no power or authority to add, subtract, change, modify, or alter in any way provisions of this contract or Board policy or state law.
- 4). The arbitrator shall have no power to establish or alter salary schedules.
- 5). After receipt of the arbitrator's decision, the Board shall meet and either accept or reject the arbitrator's decision. This meeting shall be no more than twenty (20) days from the day the decision is made. When rejected, the Board shall give its rationale in writing.
- 6). The cost of the arbitrator shall be borne by the Board and the Association on an equal basis. Witnesses and reporters desired by either side will be paid by the requesting side.

SCEA Chief Negotiator Date Board Chief Negotiator Date

1 **III. EMPLOYEE INSURANCE**

2
3 A. Teacher Insurance

4
5 1. Health and Major Medical Insurance

6
7 During the life of this contract, the Board will pay 85% of the cost of premiums for the
8 health and major medical insurance plan offered by the recognized insurance carrier with
9 the teacher paying the balance of the premium cost for the policy they have chosen.

10
11 2. Dental Insurance

12
13 During the life of this contract, the Board will pay 85% of the cost of premiums for the
14 Dental insurance plan offered by the recognized insurance carrier with the teacher paying
15 the balance of the premium cost for the policy they have chosen.

16
17 3. Life Insurance

18
19 The Board will pay 100% of term life insurance for all tenured teachers. The amount of
20 the policy will be equal to the greater amount of either \$35,000 or the teacher's yearly
21 salary without Career Ladder supplement.

22
23 B. Coverage and Premiums for Active Teacher Benefits

24
25 All insurance coverage shall be on a twelve- (12) month's basis. Premiums shall be paid in equal
26 monthly payments.

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SCEA Chief Negotiator Date Board Chief Negotiator Date

1 **IV. FRINGE BENEFITS**

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3 A. Each professional employee shall be provided a picture I.D. at no cost to the professional
4 employee.

5
6 B. School Attendance Privileges

7
8 1. Based upon release from school of assignment in Tennessee, children of Sumner County
9 professional employees will be allowed to attend any school in the Sumner County
10 School System upon request of the professional employee/parent and shall be considered
11 in-zone at no cost to the professional employee.

12
13 2. Transportation shall be provided by the professional employee/parent.

14
15 C. Flexible Compensation Plan

16
17 A flexible compensation plan shall be available for all professional employees.

18
19 D. Tax-Shelter Annuity Program and 403b Program

20
21 The professional employee will fund and the Board will use payroll deductions for any group
22 where there is a minimum of thirty (30) participants and where there is one company
23 representative/contact person who will serve as the liaison for that company with the Board and/or
24 its designated administrator. If participation in any one program falls below twenty (20)
25 participants, the remaining participants will be notified and payroll deduction will be terminated at
26 the end of the fiscal year unless participations increases again to thirty (30) participants. This
27 requirement will not affect any 403b plan grandfathered under the previous contract. Companies
28 offering 403(b) investments must agree to work with the Board's Third Party Administrator (if
29 one is in place). Any company that qualifies must agree to pay the fees associated with the on-
30 going administration of the plan.

31
32 E. Supplemental Insurance Programs

33
34 The professional employee will fund and the Board will use payroll deductions for any group
35 where there is a minimum of thirty (30) participants and where there is one company
36 representative/contact person who will oversee the administration of the program for that
37 company. This requirement will not affect any plan grandfathered under the previous contract.

38
39 F. Occupational Compensation Plan

40
41 The Board shall provide compensation for work-related injuries for each professional employee
42 through the Occupational Compensation Plan of the Sumner County Casualty Insurance Board.

43
44 G. Unused Sick Leave Bonus

45
46 Professional employees who do not earn annual leave, and who do not use any sick leave days
47 during the school year shall receive \$250.00 compensation.

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49 H. Retirement Benefits

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51 1. Eligible employees for benefits are those who have:

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53 a. Thirty (30) years of TCRS verified teaching experience, or
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- b. Reached sixty (60) years of age and have twenty (20) years of verified teaching credit in TCRS, and
 - c. Met the standards of the insurance carrier for acceptance into the retiree insurance program, and
 - d. Worked in the Sumner County school system for ten (10) years.
2. Employees meeting the above requirements will receive the following:
- a. Health insurance based on the following:
 - 1.) For an eligible employee, the Board will contribute an amount equal to 70% of the employee's cost for premiums for the policy the employee had during the last three years of their employment. The employee must be currently enrolled in the insurance program.
 - 2.) Eligible employees will receive one year- (1) of coverage for each three (3) years worked in Sumner County with a maximum coverage of ten (10) years or until the employee is eligible for Medicare, whichever comes first.
 - 3.) The cost of this policy will be shared with the Board paying the 70% of the employee's contribution for the policy and the retiree paying the balance.
 - 4.) The insurance coverage ceases when the employee is eligible for Medicare.
 - a. A fully paid group term life insurance policy. This policy is to be selected by the Board and will be in the amount of \$35,000. Policy will be in effect until the retiree reaches age 70.
 - b. A sum of \$15.00 for each unused sick leave day will be given to each retiring professional employee who does not retire under a retirement incentive program.

I. The Board will offer the following retirement incentive at least once during the life of this Memorandum of Agreement

Employees of the Sumner County Schools who meet the following criteria will be eligible for retirement benefits in addition to other retirement benefits provided they give notice of intent to retire no later than the last day of February of the year in which this incentive is offered; provided however, that the effective retirement date shall be no later than June 30 of the school year in which the notice of intent to retire is submitted.

Requirements

Eligible employees are those who by their effective retirement date will have:

- 1. Worked in the Sumner County School System for a minimum of ten (10) years; and
- 2. Have thirty (30) years of verified Tennessee Consolidated Retirement Service (TCRS) or
- 3. Have reached fifty-seven (57) years of age and have twenty (20) years of verified TCRS service

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Notice of Intent to Retire

- 1. Eligible employees must declare their intent to retire, in writing, on or before the last day of February in the year that this incentive is offered and provide a date certain for retirement which shall be acceptable to the Director of Schools.
- 2. The effective date to begin retirement must be no later than June 30 of the school year in which the notice of intent to retire is submitted.
- 3. The effective date of retirement must be at the end of a grading period unless otherwise approved by the Director of Schools. The notice of intent to retire shall not be revocable unless extenuating circumstances are accepted by the Director of Schools.

Retirement Incentive Benefits

Eligible employees whose notice of retirement is accepted under this program shall be entitled to the following benefits:

- 1. Medical insurance - For employees currently enrolled in the medical insurance program and otherwise eligible, the Board will contribute an amount equal to 100% of the employee's cost for premiums for the least expensive option the employee had during the last three years of their employment for continuation of the policy until the employee qualifies for Medicare. Thereafter to age 70, the retiree will be reimbursed up to \$800 per year for a Medicare supplement policy.
- 2. Life insurance - The Board will provide at no cost to the retiree a \$35,000 term life insurance policy until the retiree reaches seventy (70) years of age.
- 3. Unused Sick Leave Bonus - Each retiree under this plan will receive as a reward for not having taken sick leave, a bonus of \$20.00 for each unused sick leave day up to 100 days, \$30.00 for each unused sick leave day from 101 to 200 days, and \$35.00 for all unused sick leave days above 200 days.
- 4. Cash Incentive - Retirees who have 35 or more years of service will receive a cash bonus as follows:

a.	For 35 – 39 years of service	\$2,000
b.	For 40-44 years of service	\$4,000
c.	For 45 years or more	\$6,000

J. The Board may choose to offer the same retirement incentive more than once during the life of this Memorandum of Agreement.

SCEA Chief Negotiator	Date	Board Chief Negotiator	Date
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1 **V. WORKING CONDITIONS**

2
3 The Sumner County Board of Education and the Sumner County Education Association have an obligation
4 to establish and maintain an educational climate and working environment that will attract and help to
5 retain highly qualified professional employees and stimulate optimum performance by Sumner County
6 School System’s employees.
7

8 The Sumner County Board of Education strives to provide a safe and healthy working environment
9 conducive to teaching and learning.

10 **A. FACILITIES**

11 The school system will provide and maintain the following provisions for professional employees
12 when it is determined to be feasible:
13

- 14 1. Lighted parking facilities, with space that is identified and reserved for “professional
15 employees’ use only”;
- 16 2. Classrooms and portable classrooms that are well lit with covered walkways connecting
17 portable classrooms to the main school building where feasible, and classrooms that are
18 handicapped accessible with interiors that are clean, pest free, dry, and free of mold and
19 mildew. If connecting walkways are deemed unfeasible, covered walkways will be
20 provided as close to the main building as possible;
21
- 22 3. School facilities that meet local, state, and federal building codes in effect at the time that
23 the facility was constructed;
24
- 25 4. A desk and chair in working order and a lockable storage space for each professional
26 employee. Roving professional employees shall be provided with movable carts when it
27 is determined necessary by both the roving professional employees and building
28 administrator for moving instructional materials from one classroom to the next;
29
30

31 **B. SAFETY**

- 32 1. Safety clothing and equipment required to meet OSHA standards at no cost to the
33 professional employee;
34
- 35 2. Air quality that meets OSHA air quality standards;
36
- 37 3. A functional electronic communication device that will insure communication between
38 the main school office and all classrooms and portables;
39
- 40 4. Doors into all facilities that provide for limited access from the outside.
41
42

43 **C. PROTECTION OF PROFESSIONAL EMPLOYEES AND PROPERTY**

- 44 1. Unsafe and Hazardous Conditions
45
46 a. When a professional employee believes that conditions are unsafe, unhealthy or
47 hazardous, the professional employee shall report such conditions, in writing, to
48 the supervisor/building principal. The supervisor/principal shall be responsible
49 for the evaluation and reporting of these conditions to the appropriate personnel.
50 When appropriate, the plan shall include consultation with and action by
51 administrative and support personnel, and/or non-school officials. The
52 supervisor/principal shall forward, to the Director of Schools, a copy of the
53 professional employee’s report of unsafe, unhealthy, or hazardous conditions
54

1 and a report on the corrections of these conditions. When appropriate, plans
2 must be reviewed/approved by the district personnel responsible for system-
3 wide OSHA requirements before implementation. All improvements must meet
4 all local, state, and federal codes.
5

- 6 b. Professional employees shall be relieved of their duties in areas that have been
7 determined to be unsafe or that are known to contain hazardous materials.
8 Professional employees shall not be asked to perform tasks in regards to the
9 hazardous materials or unsafe conditions which endanger their health or safety.

10
11 2. Procedure for Unsafe and Hazardous Conditions
12

13 When the administration determines that an unsafe or hazardous condition exists, the area
14 will be cleared of all personnel except those whose job it is to secure the area and
15 determine what remedy is necessary. All students and professional employees except
16 those whose job it is to secure the area and remedy the situation will not be permitted to
17 return to the previously unsafe area until it has been determined to be safe by the
18 administration and other designated personnel or emergency officials. No professional
19 employee shall be held insubordinate for refusing to enter a building where it has been
20 determined unsafe or hazardous.
21

22 3. Crisis
23

24 When a professional employee believes that a crisis exists or is imminent, the
25 professional employee shall immediately report such conditions to his/her supervisor or
26 other designated personnel. If it is determined that a crisis exists or is imminent, the
27 approved Crisis Response Plan will be implemented. The administrator shall forward to
28 the Director of Schools any necessary reports about the situation and actions taken to deal
29 with the crisis.
30

31 4. Use of Reasonable Force
32

33 A professional employee is permitted, within the scope of his/her employment, to use
34 such force as is reasonable and necessary to quell a disturbance threatening physical
35 injury to students, school personnel, or members of the public; to obtain possession of
36 weapons or other dangerous objects upon the person or within the control of the person;
37 and/or insure the professional employee's own personal safety.
38

39 5. Assault or injury
40

41 The supervisor/principal shall confer with any professional employee who has been
42 assaulted or who has reason to believe he/she may be in danger of assault to determine
43 what course of action should be taken. In the event that an assault on a professional
44 employee does occur, the following procedures will be followed:
45

46 a. Procedures:
47

- 48 1) When a professional employee is assaulted, the professional employee
49 has the right to defend himself/herself within the legal limits of the law
50 and /or to obtain assistance from others.
51
- 52 2) When notified that an assault has occurred, the supervisor/principal or
53 his/her designee shall immediately notify the Director of Schools or
54 his/her designee and the police (when applicable).
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- 3) The Board shall assure timely access to medical assistance and/or provide legal counsel to advise a professional employee who may be injured or is injured as the result of an assault while performing within the scope of his/her employment.
- 4) After an assault has occurred, the supervisor or his/her designee shall take appropriate steps to insure the safety of all personnel and students.
- 5) When a professional employee is assaulted by a student, the supervisor or designee shall take appropriate action to discipline the student based on established Board Zero-tolerance policy or applicable statute.
- 6) The professional employee directly involved shall be entitled, upon request, to have a representative of the Association present at any conference, interview, or hearing related to an alleged assault by a student against a professional employee.
- 7) If a student assaults a teacher, every effort shall be made to immediately place that student in an alternative setting. Also, every effort shall be made to permanently remove the student from that teacher's supervision. If due to class sizing or scheduling there is no other possible teacher available, that student may return to the teacher's supervision after a special called meeting with the student's parents and strict guidelines set forth. If it is determined, due to class sizing, scheduling, or special needs, the student must return to the assaulted professional employee's classroom, the board shall provide that classroom with a full time assistant (if one is not already assigned).
- 8) In incidents involving special needs students, an affected professional employee may call an IEP-team meeting if the affected professional employee deems it necessary.
- 9) Written reports on all alleged assaults involving a professional employee shall be filed by the supervisor/principal or his/her designee with the Director of Schools within twenty-four (24) hours or as soon as possible. This report will include a written statement by the professional employee involved and any other persons with first hand knowledge of the incident.

b. Leave:

A professional employee acting within the scope of employment will not experience short-term loss of pay or leave as a result of such an assault. If a professional employee suffers loss of time and pay as the result of an injury sustained in an assault while performing within the scope of his/her employment, the employee shall be compensated in accordance with regulations of the Sumner County Casualty Insurance Board and regulations of the Sumner County Occupational Compensation Plan. A physician's statement is required to determine the professional employee's disability from performing his/her duties.

c. Medical Costs:

Medical expenses incurred by a professional employee as a result of an injury sustained in the line of duty shall be compensated in accordance with the Occupational Compensation Plan of the Sumner County Casualty Insurance Board (SCCIB). His/her immediate supervisor shall give the professional

1 employee the appropriate reporting forms. It shall be the duty of the
2 professional employee to forward these forms to the SCCIB according to their
3 time frame. The professional employees' immediate supervisor/principal shall
4 inform the professional employee at the time of the injury of the SCCIB time
5 frame. If the professional employee, due to the assault, is unable to complete
6 and forward the forms, the immediate supervisor/principal will do so.
7

8 d. Personal Property:
9

10 Loss of or damage to a professional employee's personal property as the result
11 of an assault on the professional employee or in the performance of his/her job,
12 shall be reimbursed up to \$500.00 for any loss not compensated by the Sumner
13 County Casualty Insurance Board and/or any other insurance, personal or
14 otherwise. The professional employee must provide evidence to establish the
15 amount of the loss and the amount of the recovery from all sources shall in no
16 event exceed the actual value of the loss. A professional employee who sustains
17 a loss due to an assault shall be made aware of the Sumner County Casualty
18 Insurance Board's regulations or procedures by his/her immediate supervisor at
19 the time of loss or as soon as practical.
20

21 e. Legal Assistance:
22

- 23 1) The Board will provide legal counsel to advise a professional employee who
24 is injured and/or suffers loss as the result of an assault while performing
25 within the scope of his/her employment.
26
- 27 2) When legal action arising from the assault is taken against the professional
28 employee while performing within the scope of his/her employment, the
29 Board shall provide legal assistance for the assaulted professional employee.
30
- 31 3) If a professional employee wishes to take civil action as the result of an
32 assault, the employee must obtain personal legal counsel at their expense.
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48 _____
49 SCEA Chief Negotiator

_____ Date

_____ Board Chief Negotiator

_____ Date

1 **VI. LEAVES OF ABSENCE**

2
3 A. Extended Leaves of Absence

4
5 1. General Provisions

- 6
7 a. Any person holding a position that requires a teacher's license shall be granted
8 leave for military service; legislative service; maternity; adoption; recuperation
9 of health; or visitation of a spouse, child or parent deployed for military duty out
10 of the country who has been granted rest and recuperation leave. Leave may
11 also be granted for educational improvements or other sufficient reason as
12 provided in the Memorandum of Agreement without forfeiture of accumulated
13 leave credits, tenure status or other fringe benefits.
- 14
15 b. All leaves shall be requested in writing at least ten (10) days in advance on
16 forms adopted by the Board of Education. The ten-day notice may be waived or
17 reduced by the Director of Schools or upon a certified statement of a physician
18 approved by the Director of Schools.
- 19
20 c. All leaves, except military leave, shall be from a date certain to a date certain;
21 however, any leave may be extended to a later specified date upon written
22 request from the teacher. The procedure for extending a leave and the conditions
23 under which a leave may be extended are the same as those used when originally
24 requesting and granting the leave.
- 25
26 d. A professional employee who is granted leave for a period of twelve- (12)
27 months or less will be replaced with an interim employee. Upon return of the
28 teacher within the twelve (12) months, the interim teacher shall relinquish the
29 position, and the teacher shall return to the position.
- 30
31 e. A professional employee whose requested leave is for more than twelve- (12)
32 months shall return to the same position if it is available or a comparable
33 position, if the previous position is not available and a comparable position is
34 available. Comparability will be determined by the Assistant Director of
35 Schools for Human Resources and the professional employee.
- 36
37 f. A professional employee on unpaid leave of more than twenty- (20) work days,
38 except for medical leave, must return to his/her position or a comparable
39 position, if his/her original position is not available at the time of his/her return,
40 at the beginning of a grading period. Comparability will be determined by the
41 Assistant Director of Schools for Human Resources and the professional
42 employee.
- 43
44 g. A professional employee on medical leave may return whenever a doctor's
45 statement certifies his/her health is such he/she can return to his/her duties.
- 46
47 h. Any teacher on leave shall, at least thirty (30) days prior to the date of return,
48 notify the Director of Schools in writing if the teacher does not intend to return
49 to the position from which the teacher is on leave. Failure to render such notice
50 may be considered breach of contract.
- 51
52 i. Annual contract (non-tenured) professional employees returning from leave
53 shall retain full credit for years of teaching service prior to the leave.
- 54
55 j. Continuing contract (tenured) professional employees returning from leave shall
56 retain his/her continuing contract status.

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- k. Professional employees on unpaid leave of absence may elect to keep his/her insurance provided they pay the full amount in advance of the office billing.
 - l. All leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year for which the leave is granted.
2. Family and Medical Leave
- Professional employees will be granted FMLA leave as provided in the Federal act.
3. Legislative Leave
- a. Professional employees who have been elected to a state legislative office shall be granted leave without pay for the time these law-making bodies are in official session or while attending official meetings outside the session. A professional employee who has been granted personal leave or has accrued vacation leave shall be granted this leave for the time these law-making bodies are in official session or while attending official meetings outside the session. Additional time needed in his/her legislative duties will be leave without pay. Leave to hold legislative office shall not be granted for more than any portion of four (4) calendar years without the consent of the local board of education.
 - b. Professional employees wishing to campaign for his/her own election to public office may be granted leave without pay for one semester. The leave will begin at the beginning of the semester and end on the last day of the semester. The leave is not renewable.
4. Military Leave
- Unpaid military leave shall be granted to professional employees for time necessary when the professional employee is on active duty or when the reserve unit has been called to active duty. A copy of orders must be submitted with the leave request. Unpaid leave shall be granted for no longer than ten (10) days for visitation of a spouse, child or parent deployed for military duty out of the country who has been granted rest and recuperation leave. A professional employee who has been granted personal leave or has accrued vacation leave may use this leave in order to receive payment for those days.
5. Educational Leave
- A leave of absence without pay may be granted to a professional employee for the purpose of engaging in study to improve his/her current educational duties or to prepare for another area within the certificated educational areas. To qualify for applying, the professional employee must be willing to engage in a full academic load at an accredited college or university. Failure to engage in a full academic load will result in breach of contract and the certified employee will be treated as a new applicant. The Director of Schools or his designee will have power to make exceptions in individual cases where hardship exists.
6. Association Leave
- a. Any professional employee who is elected to serve as President of the Sumner County Education Association shall be granted leave at the discretion of the Sumner County Education Association as follows:

1. Full-time Leave to commence on July 1 of the year of the professional employee's service as President of the Sumner County Education Association and end on the following June 30.
2. Half-time Leave
 - a.) The Director of Schools, the affected principal, and the professional employee will develop a half-time job sharing plan that is mutually agreeable. In the event a plan cannot be agreed upon, the Director of Schools will make the final determination.
 - b.) The principal shall make every effort to provide an equivalent amount of planning time to the professional employee on leave.

In all cases, the Association will reimburse the Board of Education on a quarterly basis for the professional employee's salary and benefits.

- b. Leave to hold office as president of the Tennessee Education Association or National Education Association shall be granted if the person requesting leave provides the Director of Schools with proof of election and proof of the term of office. Acceptable proof of election shall include, but not be limited to, a certification by the professional employees' association of the date of the election and the results of the election. Leave shall be granted from a date certain to a date certain. As association service leave is leave without pay, the person on leave shall be entitled to maintain benefits only if the full cost of the benefits is paid by the person on leave or the association of which the person has been elected president. At the end of leave taken pursuant to this section, the person taking the leave shall be returned to the person's former position or a comparable position.

B. Temporary Leave

1. Sick Leave

- a. Sick leave shall mean the absence from post of duty for all or part of the school day because of illness of a professional employee due to natural causes, accidents, or illness or death of a member of the immediate family. The immediate family member will be identified on the sick leave form to be submitted by the certified employee. An employee absent for more than three and three-quarters (3 ¾) hours will be charged a full day of sick leave. An employee absent for up to three and three-quarters (3 ¾) hours will have deducted one-half (½) day of sick leave.
- b. Sick leave for all professional employees shall be granted with full pay at the rate of one (1) day for each month, if the employee has been employed as many as fifteen (15) days of the twenty (20) day teaching month or a calendar employee for more than one-half (½) of the month, not to exceed twelve (12) days per year and shall be cumulative throughout his/her employment.
- c. Upon employment, a professional employee has available those sick leave days to be earned in that school year. Days used prior to earning them will be charged against the annual limit. If employment is terminated before such days are earned, there shall be deducted from the final salary of the employee an amount to cover the excess sick leave days used by him/her, and if such salary is insufficient, the employee shall be liable for reimbursement of any amount in excess of his/her final salary.

1 d. Any professional employee employed or re-employed within two (2) years after
2 termination from any Tennessee school system shall be granted sick leave that
3 the employee had accumulated during previous employment in that system as
4 provided in Tennessee Code Annotated. It is the professional employee's
5 responsibility to secure this verified information from his/her previous
6 employer.
7

8 2. Personal/Professional Leave
9

10 a. A teacher shall be allowed personal/professional leave earned at the rate of one
11 (1) day for each one-half (½) year employed. A bonus day will be earned
12 beginning with the fifteenth (15) year of employment in Sumner County. A
13 second bonus day will be earned beginning with the twentieth (20) year of
14 employment in Sumner County. Any personal/professional leave remaining
15 unused at the end of a year shall be credited to that teacher as sick leave.
16

17 b. All personal/professional leave days must be requested at least twenty-four (24)
18 hours prior to the commencement of the leave. The principal may waive the
19 time limit in case of emergency.
20

21 c. No personal/ professional leave will be granted during the first ten (10) days of a
22 semester or during exam days at the end of each semester. These days shall not
23 be taken to extend a holiday or designated scheduled breaks. The Director of
24 Schools or designee will have the prerogative of making exceptions in
25 individual cases when emergencies occur.
26

27 d. For a school with ten (10) or more professional employees, one-tenth (or a
28 fraction thereof) of the professional employees may be granted
29 personal/professional leave on any given day. For a school with less than ten
30 (10) professional employees, two (2) professional employees are the maximum
31 that may be granted personal/professional leave on any given day. The principal
32 may grant additional requests if an emergency arises and substitutes can be
33 obtained.
34

35 3. Annual Leave
36

37 Professional employees who earn vacation leave will earn vacation days as follows:
38

39 a. 1½ days per monthly pay period with less than five (5) years of
40 administrative/supervisory experience.
41

42 b. 1¾ days per monthly period with 5-10 years of administrative/ supervisory
43 experience.
44

45 c. 2 days per monthly period with 11-25 years of administrative/ supervisory
46 experience.
47

48 d. 2¼ days per monthly period with 26 or more years of experience.
49

50 Vacation leave may accumulate to a total of thirty-six (36) vacation days. Taking of
51 vacation days must be approved in advance by the employee's immediate supervisor.
52

53 4. Jury Leave
54

55 Any professional employee called for jury duty during work hours shall be provided such
56 time with no loss in pay or benefits. Any fees or remuneration the professional employee

1 receives during such leave shall be turned over to the Sumner County School System. A
2 copy of the summons should be submitted with the leave sheet. Employees are expected
3 to report for duty at school on all days when they are not actually serving.

4 5. Court Leave

5 Court leave with pay shall be granted to professional employees, duly subpoenaed for the
6 time necessary to make appearances in court proceedings resulting from lawful activities
7 relating to the employee's employment with the school system. Other court leave with
8 pay may be granted, provided the Director of Schools is furnished with full particulars
9 explaining why the professional employee is needed for the case and a copy of the
10 subpoena accompanies the request. Paid court leave will not be granted professional
11 employees who are litigants against the Board or to professional employees who are
12 involved in his/her own personal lawsuits.

13 6. Bereavement Leave

14 Two (2) days leave per year may be taken for bereavement purposes. These days will not
15 be charged to the employee's sick leave balance; but the deceased must be identified on
16 the leave form submitted by the professional employees. If the deceased is a spouse,
17 child, parent, grandparent, grandchild, parent-in-law, brother/sister-in-law, son/daughter-
18 in-law or sibling of the employee, the professional employee may take additional three
19 (3) days without affecting the employee's sick leave balance. Sick leave days may be
20 taken if the deceased is a member of the immediate family as identified on the sick leave
21 form.
22

23 7. Association Leave

24 Any professional employee serving as a Representative of the Association or any
25 professional employee participating in official negotiations sessions at the request of the
26 Association President shall be granted leave time to attend such activities and shall suffer
27 no loss in pay or benefits. This leave shall be implemented as follows:

- 28 a. The total number of leave days shall not exceed forty (40) days per school year.
- 29 b. The forty (40) days will be accumulated by the Association, not by individual
30 professional employees.
- 31 c. The Association will pay the Board the cost of a substitute teacher for the day(s)
32 missed by the professional employee(s).
- 33 d. Documentation will be sent to the Assistant Director of Finance.

34 8. Additional Leave

- 35 a. Professional employees may take up to five- (5) days leave without pay for
36 recreation and/or travel purposes. This leave will be taken no more than once in
37 a two- (2) year period.
- 38 b. Professional employee of the year, at each level (elementary, middle, high
39 school) will receive five- (5) days leave or \$250.00.
- 40 c. A principal may extend administrative courtesy leave to a professional
41 employee not to exceed one hour.

42 9. Sick Leave Bank

43 The Sick Leave Bank shall be administered in accordance with applicable state laws.
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C. Procurement of Substitutes for Professional Employees

It is the professional employee's responsibility to notify the supervisor when they must be absent and a substitute is required. Professional employees shall not be responsible for procuring or notifying his/her own substitutes.

SCEA Chief Negotiator Date Board Chief Negotiator Date

1 **VII. STUDENT DISCIPLINE**

2
3 School pupil management is of paramount importance to the effective operation of schools and the
4 teaching/learning process. It is for this reason that all members of the Sumner County School System must
5 take an active role in establishing a school environment that supports good student behavior.
6

7 A. Board Assistance

8
9 It is the Board of Education’s responsibility to implement policies intended to assist and support
10 the Director of Schools, school system personnel, and professional employees with school pupil
11 management and discipline. The Board will support efforts to insure that schools will be safe
12 places with no fear of harm to all employees and students.
13

14 B. Classroom Control

15
16 Professional employees are expected to enforce appropriate disciplinary measures, within the
17 parameters of Board policies, whenever there is a violation of the high standards of conduct
18 expected of students. The principal must be informed of serious student misconduct and the action
19 taken by the teacher. In classroom situations involving students that may occasionally require the
20 intervention of administrators, the school’s discipline policies and procedures and Board policies
21 will be followed. Principals are responsible for seeing that all students, parents, teachers, and staff
22 are aware of these policies, student codes of conduct, and the expectation for maintaining high
23 standards of student conduct in the schools. The principal is expected to enforce appropriate
24 disciplinary measures whenever the necessary action is beyond the realm of authority of a teacher.

25
26 To ensure high standards of student conduct and a safe school environment, a student may be
27 excluded temporarily from class when the nature of the offense, the persistence of the
28 misbehavior, or the disruptive effect of the violation impedes the educational process. In such
29 cases, the teacher will furnish his/her principal or designee a written account of the incident as
30 soon as possible. The student will not be allowed back into the classroom until this account is
31 given to the principal or his/her designee. The principal or designee, after discussing the
32 particulars of the incident with the student and teacher, will decide the type discipline appropriate
33 based on established discipline policies. At no time will a teacher leave a disruptive student with a
34 non-certified employee unless this employee has been so designated by the principal. The
35 principal will designate a certified teacher to be in charge in the principal’s absence if no assistant
36 principal is available.

37 C. Corporal Punishment

38
39 While corporal punishment will not be the first option, it may be used as a form of punishment
40 within the guidelines of Board Policy and Tennessee law. A written statement governing the use
41 of corporal punishment of pupils shall be publicized to teachers by the first day of each school
42 year.
43

44 D. In-School Suspension and Alternative School

45
46 The establishment and maintaining of an In-School Suspension Program for every school and an
47 Alternative School Program for elementary, middle, and high school students will continue to be a
48 priority of the Board of Education. Students attending alternative school shall complete a
49 behavior modification program before returning to their home school.
50
51

1 E. Out-of-School Suspension and Expulsion of Students

2
3 Procedures for suspension or expulsion of students shall be in accordance with local, state and
4 federal laws, regulations, and policies and will be communicated to all students, parents and
5 professional employees.
6

7 F. Assault on Employees or Students

8
9 An employee may, within the scope of his/her employment, use and apply such amount of force,
10 as is reasonable and necessary to quell a disturbance threatening physical injury to others, to
11 obtain possession of weapons or other dangerous objects upon the person or within the control of
12 the person, and/or insure personal safety. Any student assault upon a professional employee while
13 that employee is using reasonable force as described above shall be handled in accordance with
14 the procedures outlined in Article V, Section C(5) of this Memorandum of Agreement. Any such
15 assault will be reported to the employee’s supervisor immediately who will in turn report the
16 assault to the Director of Schools. In incidences involving special needs students, an affected
17 professional employee may call an IEP-team meeting if the affected professional employee deems
18 it necessary.
19

20 The Board will assure timely access to medical assistance and/or provide legal counsel to advise a
21 professional employee who is injured as the result of an assault while performing within the scope
22 of his/her employment. A professional employee acting within the scope of employment will not
23 experience short-term loss of pay or leave as a result of such an assault. If a professional
24 employee wishes to take civil action as the result of such criminal attack, the employee must
25 obtain personal legal counsel at their expense.
26

27 G. Loss of Time Due to Student Assault

28
29 If a professional employee suffers loss of time and pay as the result of an injury sustained in an
30 assault while performing within the scope of his/her employment, the employee shall be
31 compensated in accordance with regulations of the Sumner County Casualty Insurance Board and
32 the Sumner County Occupational Compensation Plan. A physician's statement is required to
33 determine the professional employee's disability from performing his/her duties.
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SCEA Chief Negotiator Date Board Chief Negotiator Date
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1 **VIII. PAYROLL DEDUCTIONS**

2
3 A. Authorization

4
5 Any professional employee who is a member or has applied for membership in the Association
6 may sign for the Association to deliver to the Board an assignment authorizing payroll deduction
7 of professional dues. The form of the assignment shall be a roster of current members and a copy
8 of the signed Association payroll deduction authorization for first-time members. The roster will
9 be delivered to the office of the Assistant Director of Schools for Finance by September 15th of the
10 current school year. No changes may be made to this roster after September 15th of the current
11 school, except in situations where a teacher is hired after September 15th of the current school year
12 and chooses to join the Association or a teacher terminates employment with the Sumner County
13 Schools.

14
15 B. Regular Deduction

- 16
17 1. Pursuant to the deduction authorization, the Board will deduct an equal portion of the
18 total dues from the regular payroll disbursement beginning with the October 15th payroll
19 disbursement of the current school year and ending with the June 15th payroll
20 disbursement of the current school year.
21
22 2. Any professional employees eligible for membership who begin employment from a date
23 other than the beginning of the school year shall have the right of dues deduction from
24 the date of employment. Deductions will be in equal installments beginning with the
25 professional employee's first disbursement following receipt from the Association of the
26 payroll deduction authorization in the payroll office and will end with the June 15th
27 payroll disbursements.

28
29 C. Termination of Employment

30
31 When a professional employee who authorized payroll deduction of Association dues terminates
32 their employment with the Sumner County School District, payroll deductions will cease. The
33 Board will provide the Association with a current roster of Association members and payment for
34 dues deducted.
35

36 D. Transmission of Dues

37
38 With respect to all sums deducted by the Board for professional dues, the Board shall remit to the
39 Association within fifteen (15) days, the total amount deducted accompanied by an alphabetical
40 list of professional employees for whom such deductions have been made.
41

42 E. Reconciliation

- 43
44 1. Reconciliation, including reimbursements or supplemental deductions, will be
45 coordinated between the Board's Payroll Coordinator and Association's Office Manager.
46
47 2. The Board agrees to reimburse to the professional employee or the Association
48 whichever is appropriate any money collected in error that is the fault of the Board and
49 not the fault of the professional employee or the Association.
50
51 3. In the case of an error in collection as a result of information supplied by the Association,
52 the Association agrees to hold the Board harmless from any and all damages or liabilities.
53
54 4. Should an amount less than the appropriate deduction be collected, the correction of that
55 error shall, at the request of the professional employee, be made by prorating equally the

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additional amount through the remainder of the disbursements to be issued during the school year.

- 5. All reconciliations shall be completed within thirty (30) days.

SCEA Chief Negotiator Date Board Chief Negotiator Date

1 **IX. COMMITTEE ON EDUCATIONAL CONCERNS**

2
3 A. Purposes

4
5 In order to maintain a line of communication between the professional employees and
6 management, a Joint Committee on Educational Concerns shall meet and confer informally on
7 issues of concern.
8

9 B. Membership

10
11 The Association president will appoint a maximum of four (4) professional employees to represent
12 members of the bargaining unit on the committee and the Director of Schools shall designate up to
13 four (4) additional members that shall comprise the committee.
14

15 C. Moderator

16
17 The Director of Schools or his designee will act as moderator. A note taker will be selected by
18 members of the committee at the first meeting of each school year.
19

20 D. Procedure

21
22 The Association will be responsible for communicating to the Director of Schools in writing all
23 concerns to be discussed at each meeting at least one week prior to that meeting. A date, time, and
24 location for the meeting will be mutually agreed upon by the Director of Schools and the president
25 of the Association. Individual school concerns will not be discussed unless the concern has been
26 discussed previously with the school principal and his/her responses noted.
27

28 E. Affirmative Action

29
30 The note taker of the Committee will be responsible for providing a copy of the notes and any
31 resolution(s) to the concern as mutually agreed to by the Director of Schools and the Association
32 president.
33

34 F. No Reprisals

35
36 Since it is the intent of the Educational Concerns Committee to have free and open exchange of
37 information, no reprisals shall be taken against any teacher or any staff member who brings a
38 concern to the Committee.
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1 **X. FAIR TREATMENT**

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3 A. Notification

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5 After an investigation by the Director of Schools or his/her designee that may jeopardize a
6 professional employee's continuing employment, the professional employee shall be informed in
7 writing of the contents of the investigation prior to any action of the Board or Director, or any
8 official release of information except when applicable federal, state, or local laws, judicial
9 decrees, or regulations require immediate action or disclosure, or when the Director of Schools
10 determines that a student's or other person's safety and/or well-being is compromised. This does
11 not prohibit the Director of Schools from making temporary re-assignments during the
12 investigation if the Director feels that it is in the best interest of persons involved or the school or
13 school system as a whole.

14
15 B. Due Process

16
17 No professional employee shall be discharged, disciplined, suspended, or reprimanded as the
18 result of disciplinary action without due process. All information including documents that may
19 be a part of the professional employee's personnel files that may ultimately be used in forming the
20 basis for the above stated action shall be made available to the professional employee upon the
21 request of that employee unless legally prohibited. Personnel file is defined as the professional
22 employee's file maintained in the Sumner County School System's central Human Resources
23 Department. Access to personnel files shall be governed by the Tennessee Open Records law and
24 other appropriate laws. The Assistant Director of Schools for Human Resources shall keep a log
25 indicating the person who has requested to examine or requested copies of any individual's
26 personnel file including the date that the file was reviewed. The log will be made available in the
27 Human Resources Department. Due process shall mean that the professional employee will be
28 granted assurances as provided under applicable law(s). Those assurances include but may not be
29 limited to:

- 30
31 1. A professional employee shall, upon the employee's request, be entitled to have a
32 representative of the Association or another professional employee of their choosing present
33 when being formally reprimanded, warned, or disciplined. When the professional employee
34 requests representation, no action shall be taken with respect to the professional employee
35 until the representative is present unless it is determined that immediate action is warranted.
36 2. The professional employee will be presented with written allegations and reasons for the
37 proposed action.
38 3. The professional employee shall have the right to respond to the allegations in person and/or
39 in writing and to meet and confer with the person(s) conducting the investigation.
40 4. The professional employee shall have the right of appeal. All appeals must be submitted in
41 writing to the Director of Schools within ten (10) days of receipt of the allegations.
42 5. The final authority for an appeal shall be the Director of Schools except when a professional
43 employee requests a hearing as outlined in TCA 49-5-512 and/or TCA 49-2-301(b)(1)(GG).
44

45 C. Complaints

46
47 Whenever it becomes evident as the result of an investigation that a complaint warrant dismissal
48 proceedings, the proceedings will be handled in accordance with applicable laws and due process
49 procedures outlined in this contract.
50

51 E. Non-discrimination

52
53 The Sumner County Board of Education does not discriminate because of gender, color, race, age,
54 national origin, pregnancy, ancestry, marital status, veteran status, disability, handicap, religion,
55 creed, citizenship status.

This section in no way prohibits the Board from following applicable local, state, and federal laws and in no way limits the managerial prerogative of the Director of Schools.

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1 **XII. SCHOOL CALENDAR**

2
3 A. Composition and Duties of the Calendar Committee

4
5 The Director of Schools shall appoint a committee consisting of representatives of students,
6 administrators, principals, teachers and the lay public to discuss the coming year's calendar and
7 develop at least three school calendar proposals. Every effort will be made to appoint a committee
8 that represents the different geographical areas of the county, each group mentioned above, and
9 different grade levels. SCEA will be permitted to name two of its members to this committee.

10
11 The committee will present a minimum of three proposed calendars to the Director of Schools
12 who will in turn present the proposed calendars to the Board and make a recommendation. The
13 committee may elect to prioritize its proposed calendars in order of preference, but must give
14 reasons. The Board may approve one of the calendars presented or may adopt its own calendar.

15
16 B. Changes in Calendar

17
18 In the event a change is needed in the calendar, the Director may request input from the above
19 committee concerning the needed changes before making a recommendation to the Board.
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SCEA Chief Negotiator Board Chief Negotiator

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1 **XIII. PROFESSIONAL DEVELOPMENT**

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3 A professional development program that meets all State and Federal requirements for number of days,
4 quality of activities, etc. shall be established by the school system. Each school will have a local school
5 professional development committee to recommend such things as topics for professional development,
6 schedule of activities, etc. This committee shall provide for input by classroom teachers and other
7 members of the professional staff. Recommendations from this committee may be implemented when
8 appropriate.
9

10 If a teacher is unable to attend a scheduled professional development activity, the principal and teacher
11 shall arrange to make-up the missed staff-development day(s).
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1 **XIV. TEACHER EVALUATION**

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3 A. The Sumner County School District will use the State model for evaluation of both tenured and
4 non-tenured teachers. Sumner County will conduct no less than the minimum number of visits
5 and no less than the minimum frequency of observations as prescribed by State guidelines.
6 Nothing in this article shall prohibit additional observations when additional observations are
7 determined to be necessary to assist the teacher and to provide for improved instruction.

8
9 B. Conferences and Reports

10
11 At least thirty (30) days prior to the first evaluation of the school year, each evaluated teacher will
12 be provided with copies of State evaluation instruments/documents, informed of the procedure,
13 and will have a first evaluation date set. This thirty (30) day notice provision may be waived
14 provided the employee to be evaluated and the evaluator mutually agrees. Pre- and Post-
15 observation conferences will be conducted as provided in State guidelines.

16
17 C. Revisions

18
19 This article shall be revised as necessary in the event the State Evaluation Plan or guidelines
20 change.
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1 **CONCLUSION**

2
3 SAVINGS AND RIGHTS

4
5 A. Invalidation

- 6
- 7 1. If any article or part of this agreement is held to be invalid by any tribunal or competent
- 8 jurisdiction or if compliance with or enforcement of any article or part should be
- 9 restrained by such tribunal, the remainder of the agreement shall not be affected thereby,
- 10 and the parties shall enter into immediate negotiations for the purpose of arriving at a
- 11 mutually satisfactory replacement for such article or part upon request of either the Board
- 12 or Association.
- 13
- 14 2. Nothing contained herein shall be construed to deny or restrict any party from rights
- 15 reserved under Tennessee Code Annotated or any other applicable laws or the rules and
- 16 regulations of the Tennessee Department of Education.
- 17

18 B. No Strike Clause

19
20 The Association agrees that it will not advocate a strike and further agrees that it will not
21 encourage any of its members to be willfully absent from his/her job or to abstain in whole or in
22 part from the full, faithful and proper performance of his/her duties of employment.

23
24 C. Management Rights

25
26 All terms and conditions of employment and other vested rights and responsibilities, except those
27 which are clearly and expressly relinquished herein by this agreement, shall continue to be vested
28 exclusively by the Board during the time of this agreement and shall not be subject to negotiations
29 until the commencement of negotiations for a successor agreement.

30
31 DURATION

32
33 When agreement is reached by the representatives of the Board of Education and the Association, they shall
34 jointly prepare a memorandum of understanding, and, within fourteen (14) calendar days, present it to their
35 appropriate governing authorities for ratification or rejection. These governing authorities, as soon as
36 practical, shall consider the memorandum and take appropriate action. If either governing authority rejects
37 or modifies any part of the proposed memorandum, that part(s) shall be returned to the parties for further
38 negotiation.

39
40 If it is determined that the “No Child Left Behind Act” or any other current state and federal statute, rules,
41 regulations, and/or standards or any changes in current state and federal statute, rules, regulations, and/or
42 standards cause any part of this Memorandum of Agreement to become void or require revisions to be in
43 compliance with said state and federal statute, rules, regulations, and/or standards, the affected part(s) of
44 this Memorandum of Agreement will be re-negotiated as soon as possible.

45
46 The Provisions of this Memorandum of Agreement will be effective when ratified by members of the
47 Association and approved by the Board of Education, and will remain in full force and effect until June 30,
48 2012. On or before October 31 of the calendar year prior to the expiration of this contract, the chief
49 representatives of the parties set a date definite on which to begin negotiations for a replacement
50 Memorandum of Agreement to become effective upon the expiration of this Memorandum of Agreement.

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1 **GLOSSARY**

2
3 The following definitions shall apply in any circumstance in which the term is used in this agreement
4 unless otherwise specified.

- 5
6 1. "Arbitration"- the process of determination of disputed matters by submission to private
7 unofficial persons selected for that purpose, and in a manner consistent with State law
8 Title 49. (TCA 49-5-602)
9
- 10 2. "Association/ Professional Employees' Organization "- the Sumner County Education
11 Association (SCEA).
12
- 13 3. "Board of Education" or "Local Board of Education" - the Board of Education of the
14 Sumner County School System.
15
- 16 4. "Complaint"- an accusation made to any member of the administration by a parent,
17 student, or other person.
18
- 19 5. "Day"- any day, Monday through Friday, on which schools are open during the Board
20 approved school year. After the last day of the normal school year, a day shall be any
21 day Monday through Friday. If any other type day is intended, it will be noted in the
22 contract.
23
- 24 6. "Fact-finding"- investigation of an existing dispute by an individual, panel or board with
25 the fact-finder submitting a report to the parties describing the issues involved. The
26 report may contain recommendations for settlement and may be made public after the
27 parties to the dispute have had an opportunity to study it. (TCA 49-5-602).
28
- 29 7. "Grievance"- a claim by a professional employee, and the Association when applicable
30 (see definition 8 below), that there has been a violation, misinterpretation, or
31 misapplication of the terms of this negotiated contract.
32
- 33 8. "Grievant"- the member of the bargaining unit who alleges that there has been a violation,
34 misinterpretation, or misapplication of the terms of this negotiated contract. The
35 Association may file a grievance in cases that affect the Association's rights. Where there
36 are multiple grievants to a single claim, the Association may file the grievance along with
37 the other grievants.
38
- 39 9. "Immediate Supervisor"- the person in the administrative chain to whom the individual is
40 primarily responsible. In case of a classroom teacher, that person is the school assistant
41 principal and principal. In case of a principal, that person is the Director of Schools. In
42 the case of a supervisor or school system department head, that person would be the
43 assistant director responsible for that department or if there is no assistant director for that
44 department, it is the Director of Schools. In the case of an assistant director or the
45 Deputy Director, it is the Director of Schools.
46
- 47 10. "Management personnel"- those professional employees certified by the Board of
48 Education to represent it in the negotiating process. (TCA 49-5-602).
49
- 50 11. "Mediation"- that process by which an impartial third party assists in reconciling a
51 dispute regarding compensation, benefits, duties and other terms and conditions of
52 employment and service between representatives of the Board of Education and the
53 Association through interpretation, suggestion and advice. (TCA 49-5-602).
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12. "Memorandum of Agreement/Contract"- a written memorandum of understanding arrived at by the representatives of the board of education and a recognized professional employees' organization, which shall be presented to the Board of Education and to the membership the Association for ratification or rejection. (TCA 49-5-602).
13. "Negotiating unit"- those professional employees in the school district as specified in definition 18 below, exclusive of those personal specifically named as management personnel. (TCA 49-5-602).
14. "Negotiations"- that process whereby the representatives designated by the Board of Education and representatives of the Association meet at reasonable times and confer, consult, discuss, exchange information, opinions and proposals in a good faith endeavor to reach agreement on matters within the scope of discussions and incorporate such agreements into a written agreement. (TCA 49-5-602).
15. "Negotiator"- the person or persons selected by the Board of Education and the Association to do the negotiating. (TCA 49-5-602).
16. "Person"- includes one or more individuals or the Association or its representatives. (TCA 49-5-602).
17. "Personnel File"- the teacher's record maintained in the school system's central Human Resources Office.
18. "Professional Employee/Teacher"- any person employed by the Board of Education in a position which requires a license issued by the Tennessee Department of Education for service in Sumner County's schools but shall not include a retired teacher who is employed as a teacher in accordance with the provisions of title 8, chapter 36, part 8 of State law. (TCA 49-5-602).
19. "Program"- grade levels K-12 and any specialized areas associated with K-12 that require additional specific endorsement for those areas.
20. "Representative"- any person or group of persons designated and authorized by the Association or Board of Education to negotiate and act for it under the provisions of State law. (TCA 49-5 part 6).
21. "Reprimanded, warned, or disciplined"- shall be when after a formal investigation any document is written to the teacher concerning the teacher's job performance or job conduct which is considered negative.
22. "Reprisal"- any negative action taken against a teacher due to his / her participation in Association activities or the exercise of any right guaranteed by this contract.
23. "Seniority" - the length of a teacher's continuous service in the Sumner County School System from the most recent date of permanent employment.
24. "Short-term" - as used in the article on Student Discipline refers to the time that an employee is absent from his/her workstation as a result of an assault while that employee is acting within the scope of employment. It is the time lost from the date of the assault until such time as the Sumner County Occupational Compensation Plan provides compensation or until the employee returns to work whichever shall come first.
25. "Staffing Adjustment"- shall mean any change in grade assignment, subject area, or school.

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- 26. "Strike"- means the failure with others to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, and without lawful approval of one's superior; or in any manner interfering with the operation of the public school system, for the purpose of inducing or coercing the recognition of any employee organization or a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 27. "Vacancy"- a teacher position previously held by a member of the bargaining unit or newly created teacher position that is open and subject to be filled.

SCEA Chief Negotiator Date Board Chief Negotiator Date