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CONTRACT

Between

THE CHATTANOOGA BOARD OF EDUCATION

and

THE CHATTANOOGA EDUCATION ASSOCIATION

1987 - 88
1988 - 89
1989 - 90

6/90

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ARTICLE I: PREAMBLE

This Contract is made and entered into this twenty-seventh day of October, 1987 by and between the Board of Education of Chattanooga, hereinafter called the "Board," and the Chattanooga Education Association, hereinafter called the "Association."

ARTICLE II: RECOGNITION

The Board hereby recognizes the Chattanooga Education Association as the exclusive representative pursuant to TCA 49-5-605 and 49-5-606 for the purpose of collective negotiations for all certificated employees who are paid on a teacher or administrative salary scale, and who are in a Board elected or approved position, but excluding those designated by the Board as "management personnel" pursuant to TCA 49-5-608.

ARTICLE III: MANAGEMENT RIGHTS

The parties agree that the Board retains all the rights, responsibilities and obligations of management and direction of its professional employees that it possessed under federal and state law or applicable municipal charter prior to the execution of this Contract, including, but not limited to, the right to promulgate and enforce reasonable rules regulating the job performance of its employees so long as these rules are not contrary to, or inconsistent with the provisions of this Contract. Nothing herein is meant to derogate from, or diminish, the Board's rights, responsibilities, and obligations imposed by federal or state Statute or by the Charter of the City of Chattanooga.

ARTICLE IV: DEFINITIONS

A. "Employee - The term "employee" shall refer to any certificated employee who is paid on a teacher or administrative salary scale, and who is in a Board elected or approved position, but excluding those designated by the Board as "management personnel" pursuant to TCA 49-5-608. Whenever the singular is used in this Contract it is to include the plural and references to males will include females.

B. "Board" - The term "Board" shall mean the Chattanooga Board of Education.

C. "Association" - The term "Association" shall mean the Chattanooga Education Association.

D. "Immediate Supervisor" - The term "immediate supervisor" shall refer to the administrative person to whom an employee is directly responsible. In the case of an employee assigned to a school, that person is the school principal.

ARTICLE V: CONTRACT MANAGEMENT

Due to specific job assignments, certain members of the negotiating unit will be required to participate in administering the Contract. Those individuals shall be and remain agents of the Board for the purpose of administering the provisions of this Contract and of performing their duties as set out by Statute and from time to time duly assigned by the Board to these agents, as long as these assignments are not contrary to (1) federal and state law or applicable municipal charter, or (2) this Contract. Such agents shall in no event be subject to retaliatory punitive action by the Association for acts performed on behalf of the Board in the pursuance of their duties. This shall not act to prevent the proper filing of a grievance as provided for in Article VII.

ARTICLE VI: ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall have the right to reasonable use of the school facilities. This use shall be subject to regulations established by the Board. The Association shall be charged actual costs and/or additional expenses connected with such use.

B. Communications

1. Bulletin Boards

a. The Board agrees to provide a bulletin board in each system-operated building for the use of the Association. The boards may be used for the following notices.

(1) Association meetings
(2) Association elections
(3) Reports of Association committees and official activities
(4) Other notices as approved for posting by the building principal or his/her designee

b. The Board reserves the right of the principal or building administrator, acting as its agent, to remove any materials from such bulletin boards which, in his/her opinion, do not conform to the purpose or intent of this provision.

c. Only those designated bulletin boards shall be used for posting Association material on School Board property.

2. Inter-School Delivery

The Association may use the school system's inter-school mail delivery system and employee mailboxes for communications to employees or members of the Association, so long as such material does not interfere with the regular and normal operation of the school system.

C. Access to Members

Association staff members, upon prior approval of the principal, or other supervisor of a system-operated building, shall be admitted to the building to conduct Association business, as long as this does not interfere with the employees' responsibilities.

D. Telephone

The Board, upon request from the Association, will permit the Association to install a telephone with an automatic answering/recording device in the office of the school to which the Association president is assigned or at another location mutually agreed to by the principal and the president and shall be used as long as it does not interfere with the employee's responsibilities.

E. Board Meetings

When the Association or Board requests to make a presentation at a meeting of the Board of Education or Executive Board of the Chattanooga Education Association, respectively, such presentation shall be scheduled immediately after the regular agenda. A copy of the agenda of each meeting shall be made available to the respective boards.

F. Released time

1. At the beginning of each school year, the Board shall provide up to fifty (50) days released time to be used by employees who are officers or agents of the Association, provided no one employee shall use more than five (5) of such days during the school year for students. Use of the days shall be left to the discretion of the Association. The Association agrees to notify the Board at least twenty-four (24) hours prior to the date released time is taken pursuant to this section. The Association shall pay the cost of substitutes.

2. In addition to the days provided in this Article, F.1., duly elected delegates (four percent (4%) of the Chattanooga Education Association membership) shall be granted one-half day of released time to act as delegates to the annual Representative Assembly of the Tennessee Education Association, and shall suffer no loss of pay or other benefits. A maximum of ten (10) of the above delegates shall be granted an additional one-half (½) day of released time upon verification of official duties which require additional time. This leave will be granted only when the Tennessee Education Association Representative Assembly meets on a workday. Delegates to the Representative Assembly of the National Education Association shall be granted released time to attend the Assembly with no loss of pay or other benefits. Employees on short-term work assignments (such as teaching summer school) shall not be eligible for released time during assignment for the purpose of attending the National Education Association Representative Assembly.

3. Representatives of the Association or employees participating in negotiations, grievance proceedings, grievance conferences, or grievance meetings, shall suffer no loss in pay or other benefits provided those activities are scheduled by mutual agreement between the Board and the Association.

G. Sub-Contracting

Should any reduction in Board employed certificated force become necessary because of instructional sub-contracting, sub-contracting personnel shall be reduced as necessary before any Board employee who is certificated and/or qualified by recency of training and experience to teach the same subject is laid off. Under a sub-contract for instructional purposes, any person(s) employed shall hold a valid Tennessee certificate or permit for the subject(s) which they are to instruct.

For the purpose of this article, sub-contracting shall be defined as an agreement between the Board and an outside agency to provide instruction to Chattanooga Public School students in the attendance centers for monetary compensation from the Board.

H. Access to Information

The Board and the Administration will grant reasonable requests for any regularly and/or routinely prepared information readily available and pertinent to negotiations. Nothing herein shall require the central administrative staff to research and assemble information or to furnish copies of tentative work papers.

I. Exclusive Rights

The rights granted herein to the Association shall not be granted or extended to any other professional employee's organization as defined in TCA 49-5-602 (12) except that access to public buildings and public information shall not be restricted.

ARTICLE VII: GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as an allegation that there has been a violation, misinterpretation, or misapplication of a provision of this Contract.

2. A grievant is defined as the member of the negotiating unit who files the grievance except as specified below under "Association Grievance."

3. 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.

4. Association Grievance shall be a grievance by the Association concerning its rights specifically granted by this Contract.

B. Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate supervisor within ten (10) days after knowledge of the event giving rise to the grievance.

If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the following formal grievance procedure may be invoked by the aggrieved through the Association on the form as set forth in annexed Appendix A, signed by the grievant and a representative of the Association. Forms shall be available from the Association representative in each system-operated building, in the school office, from the Department of Personnel and Staff Development Services, or from the Association office.

Step 1. Within eight (8) days after the informal conference, the employee, through the Association, shall present the grievance, in writing on the official grievance form as set forth in annexed Appendix A, to the immediately involved supervisor who will arrange for a meeting to take place within eight (8) days after receipt of the grievance. The Association's Representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

Step 2. If the grievance is not resolved at Step 1, then the Association may refer the grievance in writing to the Superintendent within six (6) days after receipt of the Step 1 answer or within ten (10) days after the Step 1 meeting, whichever is the later. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within eight (8) days after the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

Step 3. In the event the issue is not resolved at Step 2, or if the time limit expires without the issuance of the Superintendent's written reply, then the grievant may, within five (5) calendar days thereafter, give written notice of his/her desire to submit the matter to advisory arbitration, whereupon the parties shall

jointly request the Federal Mediation and Conciliation Service to supply a list of seven (7) names from which to select an Arbitrator. Upon receipt of such list, an authorized representative of each party shall meet in person or by telephone, and alternately strike names in rotation until only one (1) name remains. The parties shall determine by random selection who shall strike the first name, and then the other party shall strike the second name, and so on until the selection process is completed. The person chosen shall be commissioned to hear the dispute and shall operate under the following guidelines:

1. The Arbitrator's consideration shall be limited to the terms of the Contract.

2. The Arbitrator shall have no jurisdiction over any dispute not deriving from the specific terms of this Contract.

3. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

4. The Arbitrator shall have no power to alter the terms of this Contract.

5. The Arbitrator is empowered to advise the parties to award reinstatement, financial reimbursement, and/or other remedies.

6. The fees and expenses of the Arbitrator will be shared by the two parties equally.

7. The Arbitrator's decision shall be advisory only, and shall be submitted to the School Board to assist it in making a determination.

Step 4.

1. If the dispute is not settled at Step 2 and if the Association does not ask for arbitration, the grievance may be advanced directly to the Board of Education. Within seven (7) days after the employee receives the written decision from Step 2 or within ten (10) days after the time limit for the Step 2 decision has expired, the Association may request a review by the Board of Education. The Board shall review the case at its next regularly scheduled monthly meeting provided, however, that if the request for a review is not received earlier than (10) days before the next regularly scheduled monthly meeting, the Board of Education shall review the case at its following regularly scheduled monthly meeting. The Board of Education shall issue a written decision within ten (10) days of its review, with copies to the aggrieved, the Superintendent, and the Association.

2. If the dispute is heard by an Arbitrator, within fifteen (15) days of receipt of the Arbitrator's findings, the Board shall take action. If the Board does not take action within fifteen (15) days, the recommendation of the Arbitrator shall be followed.

c. Advanced Step Filing

1. If the Association and Superintendent agree, Step 1 of the grievance procedure may be bypassed, and the grievance brought directly to Step 2.

2. If the Association and Superintendent agree, a grievance may be submitted directly to arbitration.

3. With mutual agreement of the Association and the Superintendent, similar grievances may be combined and filed by the Association at Step 2 and processed as one.

D. Representation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level, and no employee shall be required to discuss any grievance if the Association's representative has not been given adequate notice of the meeting.

E. Reprisals

No reprisals shall be taken by the Association, its members, the School Board, or the Administration for any party's lawful participation in the grievance proceedings, including, but not limited to, appearing as a witness for either party.

F. Released Time

With prior mutual agreement between the Board and the Association an employee or Association representative may be released from his/her regular assignment for the investigation or processing of any grievance. Released time for this purpose shall be without loss of pay or benefits.

G. General

1. The Board, Administration, and Association shall cooperate in the investigation of any grievance.

2. The time limits prescribed in this procedure shall be strictly observed, but may be extended by written mutual consent.

3. When a grievance is filed by an employee against a supervisor, this shall not prevent the supervisor from carrying out his/her management responsibilities.

4. Any grievance which is adjudicated at the building level shall not be deemed by either the Association or the Board to establish past practice or precedent.

5. All meetings or conferences required in processing a grievance shall be held at a mutually agreeable time after the regular teacher work day, unless both parties agree otherwise.

6. The grievant may withdraw his/her grievance at any step, but may not file another grievance regarding the same incident for which the first grievance was filed.

7. The Association shall be the moving party at all formal steps; provided, however, that no grievance may be advanced without the employee's express written consent.

8. If at any step in the grievance procedure no disposition is made within the time limits prescribed for that step, the grievant shall have the right to proceed to the next step. If the grievant fails to appeal to the next step within the prescribed time limits, his/her right to proceed with the grievance shall be waived.

9. A grievance may be withdrawn at any level without establishing precedent.

10. No other organization will be given a part in processing a grievance or access to the grievance procedure for the duration of this Contract.

11. Neither party shall be permitted to assert any grounds or evidence at Step 3 which was not previously disclosed to the other party.

12. In the Superintendent's absence, the Association shall have the option of being granted an extension of time until the Superintendent can be present or of accepting the actions of a designee where this article provides for participation by the Superintendent in processing a grievance.

ARTICLE VIII: PAYROLL DEDUCTION

A. Authorization

Any employee shall be eligible to have the Association dues voluntarily deducted from his/her salary upon the basis of delivery to the Board of an assignment authorizing payroll deduction of professional dues. The form for this assignment shall be developed by the Association, and shall be consistent with this article.

B. Amount of Deduction

The Association shall certify the amount of its annual dues to the Board on or before September 1 of each year. The amount to be deducted from each employee's paycheck shall be indicated on the employee's payroll deduction authorization form.

C. Regular Deduction

Pursuant to the deduction authorization, the Board shall deduct, at no cost to the employee or to the Association, one-twelfth of total dues from the regular salary check of the employee each paydate, beginning in November and ending in April of each year. Following the Association's annual membership drive, which shall begin no later than September 1, authorization forms shall be delivered to the Board no later than ten (10) working days prior to the paydate on which the deduction is to begin.

D. Pro-Rata Deductions

Deductions for employees authorizing dues deduction after the dates of commencement of deductions as specified in Section C of this article shall be pro-rated so as to complete deductions at the same time as other CEA deductions. Authorization forms must be received in the Business Office within ten (10) working days of the employee's next regular paycheck.

E. Duration

Authorization for dues deduction by an employee shall continue in effect from year to year unless revoked in writing to the Chattanooga Education Association and the Business Office of the school system.

F. Termination of Employment

When an employee has authorized payroll deduction of dues and subsequently terminates employment prior to the final deduction, the employer shall be responsible only for the deductions due through the employee's final pay period.

G. Effect of Leave

Any employee who executes a written payroll deduction authorization prior to any authorized leave shall have the dues deduction maintained as long as there is sufficient earnings each pay period to cover the dues deduction. Should there not be sufficient funds to cover the deductions while the employee is on leave, no deductions will be made when the employee is not in pay status. When the employee returns to pay status, the deductions shall be resumed.

H. Transmission of Dues

With respect to all sums deducted by the Board for Association dues, the Board shall remit to the Association within fifteen (15) calendar days the total amount deducted, accompanied by a list of employees for whom such deductions were made. The Association agrees to advise the Board from time to time of all members of the Association in good standing and furnish information needed by the Board to fulfill the provisions of this article which are not otherwise available to the Board.

I. Sufficiency of Earnings

In order for dues to be deducted, an employee's earnings must be sufficient to cover the amount of appropriate Association dues after required legal deductions are made. When an employee is in a non-pay status for an entire pay period, or is in a non-pay status for part of a pay period and his/her earnings are not sufficient to cover the deduction, no deduction shall be made for that pay period from future earnings.

J. Save Harmless Clause

The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and cost incurred in connection with any such claim, demand, or suit resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this article.

K. Additional Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any professional employee and make appropriate remittance to the specified Board-approved organization(s) of additional deductions, contributions and/or donations, provided that no other teacher association or union shall have payroll deduction privileges and provided that the Association will be notified by the Board on or before September 1 of each year of all organizations, companies, and charities that have been granted payroll deduction privileges.

ARTICLE IX: SALARIES

A. Salaries paid members of the bargaining unit shall be as set forth in attached Appendix B.

B. Employees shall be paid bi-weekly, according to a schedule to be announced by the Division of Business Services.

C. No employee may be denied advancement to the experience step which he/she has attained on the professional salary schedule.

ARTICLE X: INSURANCE

A. General Provisions

1. The following insurance benefits shall remain in effect for the duration of the contract.

2. The Board shall provide each employee with a description of any additional insurance coverage negotiated as a part of this contract. New employees shall be provided booklets summarizing all insurance benefits at the time of employment.

3. An ID card shall be issued by December of each year.

4. Except as specified under the provisions of the insurance benefits hereinafter described, all insurance coverage shall cease effective the last day of the calendar month in which an employee terminates employment.

B. Types of Insurance

1. Health Insurance

Each full-time employee shall be provided individual health insurance which meets the following specifications:

a. Payment of eighty percent (80%) of covered expenses after satisfaction of a $150 deductible amount to a maximum aggregate benefit of $1,250,000.

b. In cases wherein the hospital requires that the employee be placed in a private room because there are no semi-private rooms available or because the employee must be quarantined, the full amount of the private room shall be covered.

c. "Out of pocket" maximum of $750 for covered expenses during a calendar year.

d. Outpatient covered surgery payable at 100% of U.R.C.

e. Payment of 100% of covered expenses incurred for preadmission testing on an outpatient basis, the results of which are accepted as medically valid at the time of subsequent inpatient admission for scheduled surgery within ten days following preadmission testing.

f. Payment of 100% for a second surgical opinion. If the first two opinions differ, the plan will pay for the third opinion.

g. In the event an employee, absent because of illness or injury, has exhausted sick leave accumulation, the insurance shall remain in force for three (3) calendar months following the exhaustion of sick leave accumulation. At the end of that three month period, the employee shall have the option of continuing the coverage for an additional three (3) months at the group rate by paying the Board directly, in advance, the amount required. In the event an employee establishes total disability, the insurance shall remain in force for twelve (12) months following the exhaustion of sick leave accumulation.

h. Employees on paid leave shall continue to have Board contributuions made according to the level described above. Employees on recall status shall have the option to continue any or all of the Board paid insurance programs for one year from the date of layoff by paying to the Board, in advance, the amount required.

i. Mental, drug, and alcohol treatment paid at 80% with a yearly maximum benefit of combined inhospital and outpatient care of $15,000 and a lifetime maximum of $50,000, effective January 1, 1988.

2. Life Insurance

Each employee shall be provided group term life insurance in the amount of $12,000, including double indemnity in event of accidental death, dismemberment benefits, and waiver of premium in event of disability.

3. Long Term Disability Insurance

The Board shall provide the same long term disability insurance program that is currently in effect. Its provisions include the following:

a. Benefits shall begin after an elimination period of six (6) months and continue until the employee's 70th birthday.

b. Benefits shall be 66 2/3% of the employee's monthly earnings to a maximum of $2,500, less other disability income.

c. If a disabled employee can work part-time for rehabilitation, the monthly indemnity is reduced by 60% of any compensation received.

d. Future increases in disability benefits under the Social Security Act because of an automatic adjustment in the cost of living index occurring while the employee is receiving monthly indemnity income will not cause a reduction of benefits.

e. Pregnancy is covered as an illness.

4. Health Insurance for Retirees

a. Any Certificated employee who is eligible under the criteria listed in "b." and who files an initial letter of retirement with the Superintendent, shall receive special health insurance benefits.

b. Criteria for qualifying are:

1. Must be between the ages of fifty-five (55) and sixty-four (64) years of age, inclusive, on the effective date of the retirement, or must have thirty (30) years credited membership in the Tennessee Consolidated Retirement System or the Chattanooga General Pension Plan.

2. Retiree must have at least ten (10) years of experience in Chattanooga Public Schools.

c. Upon their retirement under this provision, the Board will pay sixty percent (60%) of the amount that it pays for active employees' health insurance toward similar insurance for retirees until they reach their sixty-fifth (65th) birthday. Future changes in the coverage for active employees will likewise be applied to employees who retire under this provision.

d. If the retiree obtains employment elsewhere after retirement or is a member of the Chattanooga General Pension Plan and is covered by another hospitalization and/or major medical coverage, then such other insurance coverage afforded by the Board pursuant to this section shall be secondary.

e. Retirees shall make payment to the Board for their portion of the health insurance cost in advance on either a monthly or quarterly basis. In the event such payment is not made, the benefit shall be cancelled as of the date that the previous payment expired. Once cancelled, such insurance shall not be subject to reinstatement.

5. Dental Reimbursement

Each full-time employee shall be provided an individual Dental Reimbursement Program which meets the following specifications:

a. The Dental Reimbursement Program will reimburse 80% of the first $250 of dental expense and then 50% of all additional expenses up to an annual maximum benefit of $1,000 per fiscal year per individual employee for

any dental expense not covered under our medical plan or any insurance plan. Reimbursement will be based on date of services and limited to amounts not paid by other plans. The plan is secondary to any other dental plan and to our own medical plan.

b. All dental procedures are covered dental expenses if provided by or under the direction of a dentist licensed by the State in which he or she practices.

c. The employee must first pay for the dental service and submit a paid cash receipt or credit card receipt which clearly shows the date of service and for whom it was provided and complete a request for reimbursement form provided by the Division of Business Services.

d. Dental Reimbursements will be made monthly including summer months. Dependents gained during the summer months may be enrolled immediately under the dental plan or before September 30 of that current year upon receipt of written request and payment of the necessary premiums by the employee. Employees who gain dependents during the school year will have thirty (30) days from the date the dependents were gained to enroll them. Coverage will become effective on the first day of the month after enrollment.

e. Eligibility for this plan is discontinued effective with the date of termination of the employee.

C. Insurance Committee

An advisory committee comprised equally of Board and CEA members shall be formed for the purpose of studying the employee insurance programs.

ARTICLE XI: SCHOOL CALENDAR

A. The Board agrees to consult with and consider the Association's suggestions and requests in the formulation of the School Calendar.

B. The Superintendent shall consult with and consider the Association's suggestions prior to scheduling inclement weather make up days.

ARTICLE XII: TEACHING HOURS AND LOAD

A. Teaching Hours

1. Length of the Day

a. Secondary

The normal in-school workday for secondary school teachers shall consist of not more than seven and one-half (7½) consecutive hours, including a duty-free lunch period as provided to employees under Section C of this article.

b. Elementary

The normal in-school workday for elementary school teachers shall consist of not more than seven and one-fourth (7¼) consecutive hours, including a duty-free lunch period as provided to employees under Section C of this article.

2. Specific Times

Specific times for each school shall be established by the Board.

3. Exceptions

Exceptions to Article XII, Section A, are specified in Section D of this article.

B. Teaching Load

1. Junior and Senior High Schools

The daily teaching load exclusive of homeroom and activity periods in the junior and senior high schools shall not exceed five (5) periods in a six (6) period schedule or six (6) periods in a seven (7) period schedule. Assignments to a supervised study period or non-compensated extra-curricular activity during school hours shall not be in lieu of a the teacher's planning time.

2. Elementary Schools

The daily teaching load in the elementary schools shall not exceed six and three-fourths (6 3/4) hours (including lunch period). Assignment to a supervised study period or non-compensated extra-curricular activity during school hours shall not be in lieu of the teacher's planning time.

3. Itinerant Teachers and Social Workers

Itinerant teachers and social workers serving more than one school shall have a duty-free lunch period of thirty (30) minutes, released time of one-half (½) hour per day for planning and preparation, and shall have travel time on days needed.

4. Home-Bound or Hospital Teachers

Home-bound or hospital teachers shall have schedules prepared by their supervisor which shall provide for an average of no more than six (6) hours per day scheduled time except for such departmental meetings or in-service activities as may be scheduled. Scheduled time shall not include travel time or lunch time.

5. Other Certificated Employees

The work day for other certificated employees who are paid on the Teacher Salary Schedule shall consist of not more than seven and one-half (7½) consecutive hours, including a thirty (30) minute duty-free lunch period.

6. Department Heads

On presentation by a principal of a list of duties justifying such a position, the principal of a secondary school may name department chairmen not to exceed the ratio of one (1) such position to eight (8) classroom teachers assigned to the school. Department chairmen shall be paid the supplement provided in Appendix B or may, on mutual agreement between the principal and chairman, be released from homeroom duty. Department chairmen shall be assigned five (5) periods of student supervisory duties. Health and physical education department chairmen shall not receive this supplement if they receive a coaching supplement.

7. Number of Preparations

Junior and senior high school teachers shall not be required to teach more than two (2) general subject area(s), nor be required to have more than three (3) preparations per day.

8. Exceptions

With mutual agreement between the teacher and principal, and on a quid pro quo basis, the duty assignment may be altered.

C. Lunch Periods

1. All professional employees shall have a daily duty-free lunch period of at least thirty (30) minutes between the hours of 10:30 a.m. and 1:30 p.m.

2. Professional employees shall be able to sign out of the building during their scheduled duty-free lunch periods. Employees who fail to return on time to their assigned duties may have this privilege revoked by their immediate supervisor.

D. Meetings and Related Duties

1. Total Hours Per Month

Teacher arrival and departure time shall be set by the building administrator, but the total time required before and after the student day shall not exceed thirty (30) minutes per day at the secondary level, and, at the elementary level, a maximum of forty-five (45) minutes per day, with corresponding adjustments in those elementary schools wherein the pupil day exceeds six and one-half (6½) hours per day. For the purpose of attending meetings or performing other professional

duties, employees may be required to arrive before or to remain after the regular workday for an average of four (4) hours per month during the school year, but not to exceed six (6) hours in any single month. With the exception of bus duty, such meetings or duties shall not be called on Fridays or on any day immediately preceding any holiday or other day which employee attendance is not required at school.

2. By mutual agreement between the employee and his/her immediate supervisor, compensatory time equal to the additional non-supplemented time required to work beyond the limits set forth above shall be granted to the employee within the next twenty (20) working days.

3. Notice and Agenda

The notice and agenda for any meeting shall be given to the employees involved at least one (1) day prior to the meeting, except in an emergency. Employees shall have the opportunity to place items on the agenda, provided such items relate to the employee's concerns and do not unduly extend the normal meeting time. The agenda shall not include sales solicitations or sales presentations of any kind. The provisions of this section shall not apply to meetings of the Board of Education.

E. Preparation Time

1. Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties and which shall be in addition to time restricted to planning for participants in programs funded through federal or state categorical aid. Planning and preparation time shall be used for that purpose unless it is pre-empted on a temporary and equitable basis by the immediate supervisor. Planning time will be as follows:

   a. Elementary School - at least thirty (30) minutes to be scheduled by the building administrator.

   b. Junior High School - one (1) regular instructional period.

   c. Senior High School - one (1) regular instructional period.

2. An elementary school classroom teacher shall not be required to remain with his/her class when it is being instructed by an itinerant teacher or librarian.

F. School Closing or Delays

1. In the event that weather or other conditions force the cancellation or delayed opening of schools, public notification will be made no later than 6:00 a.m. on the day in question.

2. Should conditions not warrant closing of the schools by 6:00 a.m., the Superintendent or his designee may announce a delayed opening time. This delayed opening time shall be no earlier than one (1) hour after normal schedule.

3. Final decision as to closing or continued delay must be made by 8:00 a.m.

4. An effort shall be made to notify all local radio and TV stations.

G. Exceptions

Exceptions to the provisions in Sections A,B,C,D, and E above may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible.

H. Administrative Personnel

The duty hours for administrative personnel shall be set by the Superintendent.

ARTICLE XIII: EMPLOYEE ASSIGNMENT

A. Assignment of Employees

1. Pending enrollment changes, necessary staff realignment, and granting of transfer requests or necessary transfers, each presently employed professional employee shall be notified either by letter or general notice in the COMMUNICATOR of his/her school or work assignment for the forthcoming year no later than May 15.

2. Notice of assignment shall be given to new employees as soon as practicable.

3. In the event that changes in any assignment are proposed, each employee and immediate supervisor affected shall be notified in advance of the proposed change and consulted about the nature and extent of the change.

4. Within each school, administrative authority and duties shall be the sole responsibility of the principal acting in accordance with Board Policy and directions of the Superintendent.

5. Except on a temporary basis and with the principal's concurrence, no employee shall be assigned on a full-time basis to any school in which his/her salary shall be equal to or greater than that of the school principal. This shall not apply in schools headed by acting principals or principal-teachers.

B. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, new assignments or changes in assignments shall adhere to "Employment Standards for Certificated Personnel" as set forth by the Tennessee State Board of Education.

C. Additional Assignments

Any assignment in addition to the normal teaching schedule shall be made on an equitable basis with preference in choice of assignments determined by seniority within that school's faculty.

D. Traveling Employees

Schedules of employees who are assigned to more than one school shall be arranged so that the amount of inter-school travel shall be as limited as the needs of the system will permit.

ARTICLE XIV: VACANCIES, TRANSFERS, AND REASSIGNMENTS

A. Notice of Vacancies

1. A current register of all known vacancies by location and certification shall be posted in the Department of Personnel and Staff Development Services and shall be available for review by all employees. Employees may submit a request for assignment to such vacancies at any time; however, due to the resulting disruption in the education of the affected students, such transfers during the school year will be made only when the move will not disrupt the education program to which the employee is assigned. In situations wherein 30 calendar days notice of the vacancy is not given, the posting of the vacancy shall be waived.

2. The register shall include all vacancies in positions of administration, special teaching areas, non-teaching areas, as well as regular teaching assignments. It shall also contain the date of posting, job title, description, location, and requirements of the position, name of the person to whom the application is to be returned, and date by which the application is to be returned.

3. A copy of the register will be sent to the Chattanooga Education Association office at least once each week, and during the year, to the faculty representative in each attendance center.

B. Procedures for Voluntary Transfer

1. Employees who desire a transfer must file a written statement of such desire with the Department of Personnel and Staff Development Services by no later than seven (7) days after the posting with the Association of the vacancy or vacancies

in which they are interested. Such statement shall include the location and/or job position to which he/she desires to be transferred, in order of preference. If the employee is requesting to be transferred during the school year, a statement specifying the extenuating circumstances requiring such a transfer must also be included.

2. Employees requesting transfer shall be considered for vacancies for which they have requested consideration for the following year before these positions are made available for new applicants.

3. If a request for transfer is denied, the employee shall, upon request, be told the explicit reason for the denial. The reason shall be stated in writing if further requested by the employee and such written statement shall become part of the employee's personnel record.

4. Transfer requests shall be granted subject to consideration of the following factors:

   a. Length of employment in the Chattanooga Public Schools

   b. Length of experience in the requested area of employment (e.g., math instruction, primary classroom, athletics)

   c. Total training (degree status)

   d. Certification for position requested

   e. Accreditation requirements

   f. Extra-curricular assignment needs

   g. Proximity to residence

   h. Racial composition

   i. Instructional program considerations

   In no event shall seniority be the prevailing consideration or a mandatorily deciding factor in making transfers or assignments.

5. In the event an employee is denied a requested transfer due to greater consideration having been given to one or more of these criteria, upon request of the employee, clarification in writing shall be made by the principal or Personnel Office staff member making the transfer decision.

6. Probationary employees shall not be transferred during the probationary period except upon approval of the Superintendent (or designee) after the probationary employee has explained his/her reason for requesting a voluntary transfer.

C. Procedures for Involuntary Transfer

1. If an involuntary transfer is contemplated during the school year as a result of a Board determination that a reduction in the number of certificated employees in an attendance center is necessary, all employees in the certification area of the school which is slated to lose staff members shall be asked by the principal if they would voluntarily be re-assigned. If more than one employee volunteers for reassignment, the procedure for voluntary transfer shall prevail. At the end of each school year, the principal shall make a statement to the faculty regarding any projected reduction in staff for the next year.

2. If no one volunteers for reassignment, the employee(s) at the instructional level (i.e., primary grades K-3 or intermediate grades 4-6) or in the department affected shall be transferred subject to consideration of the following factors:

   a. Length of employment in the Chattanooga Public Schools

   b. Length of experience in the affected area of employment (e.g., math instruction, primary classroom, athletics)

   c. Total training (degree status)

   d. Certification for position affected

   e. Accreditation requirements

   f. Extra-curricular assignment needs

   g. Proximity to residence

   h. Racial composition

   i. Instructional program considerations

   In instances in which length of service, a. above, is a considered factor, said length of service shall be total service in the system in the affected area of certification except as otherwise provided in this Article.

3. In the event an employee is to be involuntarily transferred because of greater consideration given to one or more of these criteria, upon request of the employee clarification in writing shall be made by the principal or Personnel Office staff member making the transfer decision.

4. Any employee who is transferred involuntarily shall be given written notice of transfer a minimum of three (3) days prior to the effective date of transfer and written justification from the principal if so requested.

5. An employee shall not be involuntarily transferred more often than every three years, except in extenuating circumstances as determined by the Superintendent.

6. Probationary employees shall not be transferred, except in extenuating circumstances as determined by the Superintendent.

7. Employees being involuntarily transferred shall be considered for known vacancies before they are made available to employees seeking voluntary transfers or to new employees. Employees being transferred will make themselves reasonably available for interviewing as may be required by the Department of Personnel and Staff Development Services.

8. A teacher who is involuntarily transferred from a school due to an expected enrollment decline shall be permitted to transfer back to that school if the expected enrollment decline does not materialize and the position is again available on the 10th day of student enrollment.

9. Employees being involuntarily transferred may request that their case be reviewed by the Superintendent (or designee).

D. Transfer and Reassignment

Reassignments and transfers shall be made with the consent of the employee, the present immediate supervisor, and the receiving immediate supervisor provided, however, that nothing herein shall diminish the Board's authority to effect any transfer for the good of the school system.

E. The procedures specified in this article shall be subject to the grievance procedure; however, the final decision as to who is to be transferred or reassigned shall not be grievable.

ARTICLE XV: LAYOFF AND RECALL

A. Layoffs

1. When the Board determines that a reduction in the number of certificated employees is necessary due to reduced student membership or reduction in the education funds available to the system or reduction in the purchasing power of those funds which are available, layoffs shall be made in conformance with this article.

2. The employee with the least seniority in the certificated area affected shall be laid off first, provided, however, that exceptions may be made due to program considerations, where additional certification or specific added skills are required.

3. No employee may be prevented from securing other employment during that period he/she is laid off under this subsection.

B. Notification

The administration shall provide written notice to the Association and to each employee who may possibly be affected by the layoff no later than April 15 of each school year preceding the proposed layoff; provided, however, that an exception to the April 15 date

may be made due to circumstances (as defined in A.1. above) materializing after that date. Such notice shall include specific written reasons for the proposed layoff.

C. Recall

1. As vacancies occur, a laid-off employee will be recalled to the first available position for which the employee is qualified, with the senior employee being recalled for such vacancy first.

2. No new or substitute appointments may be made while there are laid-off employees available who are qualified to fill the vacancies.

3. Any employee reinstated by exercising his/her recall rights shall be given full salary and related benefits based on experience level as recognized by the state.

4. The recalled employee shall be notified in person or by certified letter to his/her last address of record. Within five (5) days of receipt of the offer or fifteen (15) days of the postmark date, whichever is sooner, the employee shall accept in writing the offer for recall; otherwise, it shall be determined that he/she has declined the offer--in which case the employee's name shall be placed at the end of the recall list. If after six months from the first recall date and when recalled the second time, an employee is still unwilling to accept an available position, he/she shall be terminated without prejudice. The Board shall provide to the employee a minimum of two (2) weeks notice of the date on which he/she is expected to report for duty.

5. Except as provided in C.4. above, an employee shall remain on the recall list as long as he/she notifies the Board by April 15 of each year that he/she continues to be available for employment. The Board shall annually (no later than May 1) provide to the Association a list of those who have retained a place on the recall list.

ARTICLE XVI: SAFETY PROVISIONS

A. Protection of Employees, Students, and Property

1. The Board recognizes a mutuality of responsibility between itself and its employees to provide a work environment which is free of unsafe or hazardous conditions.

2. For its part, the Board shall investigate, through its agents, suspected unsafe or hazardous conditions, and shall take whatever steps are necessary and under its realm of control to alleviate such conditions as soon as feasible.

3. The employees in turn shall notify their principal or immediate supervisor of any suspected unsafe or hazardous conditions of which they are knowledgeable, and shall follow all standard rules of safety published and disseminated to all employees by the Board.

4. In the event that the closing of school or dismissing of students or employees is deemed necessary by the principal or immediate supervisor, such decisions, where possible, shall be made after consultation with the Superintendent.

5. The Board and the Association agree to the formation of a committee to recommend system-wide, uniform procedures to enforce student discipline and to improve the safety of the work place. The committee shall be composed of the following: two elementary principals, two secondary principals, one assistant principal, two Central Office staff members, one elementary teacher, one junior high teacher, one senior high teacher, and two special area teachers.

The CEA will enlist the support of the Principals' Roundtable in the appointment of the building-level administrators.

The Board shall appoint the Central Office committee members and the CEA shall appoint the teacher members.

It is strongly suggested that no two members of this committee come from the same school. The committee shall be formed no later than January 15, 1988 and the committee shall elect its own chairperson.

The committee shall issue its recommended procedures to the Superintendent for approval no later than March 15, 1988. Any procedures not approved by the Superintendent shall be sent back to the committee no later than March 31, 1988 for revision. The Superintendent shall present and recommend approval of the committee report by the Board of Education at the May, 1988 Board meeting.

B. Assault on an Employee

1. A physical assault upon an employee of the Board shall be reported as soon as possible to the employee's principal or immediate supervisor. The principal or immediate supervisor shall forthwith notify the Superintendent and shall immediately investigate the reported assault. If, in the judgment of the assaulted employee and the principal or immediate supervisor, the seriousness of the assault so merits, the police shall also be called.

2. The Board shall give employees complete support, within its resources, including legal assistance, as hereinafter defined, in cases of a physical assault upon an employee while the employee is acting in a reasonable, proper, and lawful discharge of his/her assigned duties, providing the employee is willing to file and press charges against the party or persons who perpetrated the assault. Legal assistance is defined and limited to such counsel and advice as is offered by the office of the City Attorney and the office of the District Attorney General. All affirmative prosecution of any and all charges shall be administered solely by the District Attorney General's office.

C. Other Injury or Accidents on the Job

An employee who is injured during the performance of duty assigned by his/her immediate supervisor shall report the injury and the circumstances surrounding it to his/her immediate supervisor as soon as possible.

D. Medical

The Board agrees to reimburse the employee or his/her estate for all medical, surgical, and hospital costs (hospital room limited to semi-private rate) which are above those costs provided by Board-provided insurance and/or other applicable insurance incurred by an employee within two years as a result of injury sustained during either a physical assault on the employee or an accident on the job while the employee is acting in a reasonable, proper, and lawful discharge of his/her assigned duties.

E. Leave

1. Time lost because of disability to perform job functions and resulting from a physical assault upon the employee or an accident on the job while the employee is acting in a reasonable, proper, and lawful discharge of his/her assigned duties shall be with full scheduled regular Board pay less amounts received from social security and disability retirement benefits for a maximum period of one hundred eighty (180) days, without loss of sick leave benefits.

2. Medical confirmation of disability shall be required on a monthly basis. The employee shall, upon the request of the Board, be examined at Board expense by a physician chosen by the Board. In the event the decisions of the employee's physician and the Board-appointed physician differ, the two physicians shall mutually choose a third physician with expertise in the area in which disability is claimed, who shall examine the employee at Board expense and render a decision. This decision shall be final.

ARTICLE XVII: EMPLOYEE FACILITIES

A. Teaching Materials, Supplies, Equipment, and Facilities

1. The Board and Association mutually recognize the importance of teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board agrees to continue to improve and make available to educators the reference and other materials in the media center.

2. The Board agrees to make available in each school duplicating facilities to aid teachers in the preparation of instructional materials.

3. The faculty of each school shall recommend for final approval by the principal priorities for expenditure of state funds allocated for instructional supplies.

B. Facilities

1. The Board shall provide in each building the following facilities:

a. Storage Space

A lockable storage space of at least 3,600 cubic inches will be provided for each teacher by July 1, 1988. It shall be the responsibility of the teacher to report in writing to his/her immediate supervisor the lack or malfunction of such lockable areas and to pay actual Board costs for replacement of lost keys.

b. Lounges

The Board agrees that a room in each school shall be reserved for use as a staff lounge provided that suitable space is available which, in the judgment of the principal, is not needed for instructional or other student activities. In those schools in which adequate staff lounges are not currently available, the Board shall continue to improve and make available lounge areas as space and funds permit.

c. Telephone

The building principal may, at his discretion, have installed a telephone in the staff lounge. This telephone shall be paid for from funds available to that school which are not provided for instructional or other student-related purposes.

d. Intercom

An intercom system with two-way communication will be provided in junior and senior high schools by 1990.

e. Employee Equipment

The Board shall provide a serviceable desk and chair for the use of each regularly assigned classroom teacher, exclusive of itinerant personnel

f. Protective Devices

Such protective equipment and devices which the Board determines as it may reasonably be expected to provide in the laboratory and shop courses shall be so provided. Such equipment and devices so provided shall be used by employees under the same circumstances as students are required to use them.

g. Parking

The Board will continue to work toward providing off-street parking facilities for employee use.

2. As far as is feasible in the judgment of the principal, each teacher within a building shall be assigned a single class room or office for his/her use while performing his/her duties. If because of space requirements a teacher must move from room to room, the principal shall schedule as nearly as possible all of the teacher's classes on the same building level. On the request of a teacher who floats a majority of the day, a cart shall be provided in which to move materials.

3. During duty assignment, all employees shall be given reasonable access to their work areas.

4. When the Board does not provide necessary student transportation for a Board approved activity, employees who voluntarily agree to use personal vehicles will be reimbursed for mileage at the approved system mileage rate on prior approval by the Superintendent.

C. Reimbursement for Personal Property Damaged or Stolen

1. The Board agrees to reimburse an employee for out-of-pocket expense incurred for replacement or repair of clothing or other personal property damaged or destroyed during an assault upon the employee while the employee is acting in a reasonable, proper, and lawful discharge of his/her assigned duties, provided, however, that said reimbursement will be reduced by the possible amount of any insurance proceeds resulting from the same incident. The minimum amount that may be claimed shall be twenty dollars ($20.00) and the maximum liability the Board will assume shall be one hundred fifty dollars. ($150.00).

2. In the event that lockable storage space is not available to the employee, the Board shall reimburse the employee for the cost of any personal property used by the employee to supplement his/her duty assignment which is stolen or damaged. An inventory of the property must be on file in the office of the immediate supervisor before the theft or damage occurs for a claim to be valid.

3. Personal property other than supplemental instructional supplies or equipment which is stolen or damaged (e.g. clothing, purse, etc.) does not have to be inventoried in the office. The minimum that may be claimed under provision of paragraph 2. or 3. of this article shall be twenty dollars ($20.00) and the maximum shall be one hundred fifty dollars ($150.00). Said reimbursement shall be reduced by the amount of any possible insurance proceeds resulting from the same incident.

ARTICLE XVIII: INSTRUCTIONAL AIDES

A. Instructional aides shall be assigned to classroom(s) by the principal after consultation with the resource teacher and/or classroom teacher(s) in whose classroom(s) the aide will work.

B. Teachers shall direct the work of the aide(s) while in the classroom, and shall be involved by the principal in evaluation of the aide(s).

C. All assignments to classes and/or duties shall be in compliance with applicable program guidelines.

ARTICLE XIX: In-Service Education Advisory Committees

A. School In-Service Advisory Committee

1. For the in-school in-service days designated professional in-service days, the principal shall name a three (3) or five (5) member advisory committee.

2. The committee will make recommendations to the principal pertaining to the subject and/or content of in-school in-service.

3. For any professional in-service days scheduled in August, the committee shall meet during the previous May for the purpose of making recommendations.

4. For any professional in-service day scheduled later in the school year, the committee shall meet during the previous November to finalize recommendations to the principal.

B. Final Approval

Upon approval of the principal, advisory committee recommendations will be submitted to the Assistant Superintendent for Instructional Services.

C. Pre-School Planning

1. During the non-teaching in-service day(s) at the beginning of the school year, the total faculty (principal and staff members) will be required to be present in the school building and participate in all scheduled activities.

2. The schedule for itinerant personnel will be set by their supervisor in the Division of Instructional Services so as to be equitably divided between the assigned schools.

3. All in-service activities shall be approved by the principal and the Assistant Superintendent for Instructional Services.

D. System In-Service Education

1. A committee of sixteen (16) teachers shall be appointed to make recommendations to the Assistant Superintendent for Instructional Services concerning the outside-the-school calendar in-service offerings of the system. The committee shall be composed of two (2) senior high school teachers, two (2) junior high school teachers, two (2) elementary school teachers, one (1) special education teacher, and one (1) librarian named by the Association and of equal numbers named by the Superintendent. The committee shall meet at least two (2) times each school year.

2. The committee will make recommendations pertaining to workshop topics, dates, and consultants.

3. All meetings will be held during non-duty hours.

ARTICLE XX: USE OF LEAVES OF ABSENCE

The leaves of absence provided for in this Contract are granted expressly under the provisions stated for each category. They are to be used only according to the purpose of the leaves. Any other usage may result in disciplinary action against any employee who either misuses them and/or who knowingly permits an employee under his/her supervision to misuse them.

ARTICLE XXI: SICK LEAVE

A. Accumulation of Benefits

At the beginning of each school year or upon initial employment, an employee shall be credited with one (1) day sick leave allowance, to a maximum of twelve (12) days, for each twenty (20) work days, or major fraction thereof that employee's contracted work year for that school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. If, upon termination, the employee has used more sick leave days than he/she has earned, the unearned days shall be deducted from the teacher's final paycheck or the teacher shall be billed for any amount in excess of his final salary. Sick leave shall be interpreted to mean leave of absence because of illness of an employee from natural causes or accident, quarantine, or illness or death of a member of the immediate family of any employee, including the employee's wife or husband, parents, former legal guardians, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

B. Transfer of Sick Leave

The Board shall grant to any employee upon his/her employment or re-employment the accumulated sick leave earned from previous employment within two years in a Tennessee school system, or any State college or university within the State of Tennessee.

C. Notification of Accumulation

Each employee shall be given a copy of a written accounting of accumulated sick leave days along with his/her last check.

ARTICLE XXII: TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. All employees shall be allowed one and one-half (1½) days of personal leave for each half year employed. An employee shall be advanced the maximum number of personal leave days which he/she may earn during a school year; however, if, upon termination, the employee has used more personal leave days than he/she earned, the unearned days shall be deducted from the employee's final paycheck or the employee shall be billed for any amount in excess of his/her final salary.

2. General Provisions

a. Personal leave days may not be taken during the first or last ten (10) days of student attendance, or before or after a holiday except in cases of emergency. Such cases must be approved by the employee's immediate supervisor.

b. An employee who desires to use personal leave days must notify his/her immediate supervisor at least two work-days in advance of the anticipated absence.

c. An employee need not specify a reason for taking a personal leave except for times specified in "a" above. In case of doubt, the Board shall have final authority as to who is entitled to personal leave and the time for which the leave may be allowed.

d. Use of personal leave days may, at the discretion of the principal or other immediate supervisor, be limited to a maximum of two persons or ten (10) percent of the certificated staff, whichever is the larger, on any one day.

e. A maximum of two (2) remaining unused personal leave days at the end of a school year shall be credited to that employee as sick leave.

B. Sick Leave Bank

A Sick Leave Bank shall be implemented jointly by the Chattanooga Board of Education and the Chattanooga Education Association. The provisions and procedures of the Bank are set forth in Appendix C, subject to approval by the State Commissioner of Education.

C. Religious Leave

An employee whose established religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused by the immediate supervisor, for not more than two (2) days, and shall suffer no loss of pay or benefits.

D. Jury and Legal Leave

Any employee called for jury duty during working hours or legally required to appear in any judicial or administrative proceedings, shall be provided such time with no loss in pay or benefits. Any fees or remuneration the employee receives during such leave shall be turned over to the Chattanooga Public School System.

E. Educational and Civic Responsibility Leave

An employee may be allowed an aggregate of three (3) days leave with pay for the following reasons:

1. Attendance at local, state and national education conventions, conferences, meetings, workshops, and committee meetings, but not to include union or Association activities.

2. Attendance at civic, religious, or social welfare meetings provided the employee is an officer, official delegate or otherwise connected in a special capacity with the organization.

3. General Provision

   a. Except by permission of the Superintendent, such leave may not be taken during the first or last ten (10) days of student attendance, or before or after a holiday.

   b. Such leave must be requested at least five (5) work days in advance and approved by the employee's immediate supervisor and the Superintendent.

   c. Additional days may be granted at the discretion of the Superintendent for the convenience of the system.

F. Bereavement Leave

1. An employee shall be granted five (5) days leave without loss of pay or benefits, and not chargeable to any other type of leave on the death of a parent or guardian, spouse, or child of the employee.

2. In the event of the death of an employee or student in the Chattanooga Public Schools, and with the agreement of the Superintendent, the principal or immediate supervisor may grant to an appropriate number of employees sufficient time to attend the services.

G. Short-Term Military Leave

1. National Guard and Reserves

A leave shall be granted employees who are members of the National Guard or a Reserve component of the armed forces of the United States to fulfill their annual active duty commitment to the service under the following provisions:

a. Employees desiring such leave shall write a letter to the Department of Personnel and Staff Development Services, giving dates and attaching a copy of pertinent orders, if any.

b. The leave shall not exceed fifteen (15) days annually.

c. The leave shall be with full pay and benefits.

d. The employee shall be permitted to return to the position vacated.

2. Civil Emergency Leave

Leave for active duty shall be granted to employees who are members of a state National Guard under the following provisions.

a. Employees desiring such leave shall write a letter to the Department of Personnel and Staff Development Services, giving dates and attaching a copy of pertinent orders, if any.

b. The leave shall be for the duration of the emergency.

c. The employee shall be permitted to return to the position vacated.

d. The leave shall be with full pay and benefits.

H. Good Cause Leave

Other temporary leaves of absence with pay and benefits may be granted in writing by the Superintendent for good reason.

ARTICLE XXIII: EXTENDED LEAVES OF ABSENCE

A. Parental Leave

1. A parental leave of absence without pay shall be granted to an employee for the purpose of child bearing, child adoption and/or child rearing as follows:

a. An employee who is pregnant shall be entitled upon request to a leave of absence of up to one (1) year. The leave must be requested no later than one (1) month prior to the time the employee wants her leave to begin. The request must be made in writing to the Department of Personnel and Staff Development Services and include the expected delivery date, the date she requests the leave to begin, the estimated date she desires to return to duty, whether or not she wishes to return to the same position (providing the leave is to be for one (1) year or less), and the number of accumulated sick leave days she wishes to use in conjunction with the leave. Accompanying the request must be a letter from the employee's physician giving his confirmation of the expected delivery date. If the employee shows evidence of a lack of physical ability to effectively perform all of her usual duties, the immediate supervisor may request another statement from her doctor attesting to the employee's physical ability to continue work.

b. An employee shall be entitled upon request to a leave of absence of up to one (1) year. The request must be made in writing to the Department of Personnel and Staff Development Services by no later than one (1) month prior to the time he wishes the leave to begin. The request must be accompanied by a copy of the birth certificate of the child or a physician's statement attesting to the impending birth.

c. An employee who adopts a child is entitled upon request to a leave of absence of up to one (1) year. The employee shall write a letter to the Department of Personnel and Staff Development Services with a copy to the immediate supervisor as soon as clearance is obtained from the adoption agency and shall keep the immediate supervisor informed as to developments in this area. Immediately upon notification that a child is to be placed in the home, the employee shall write a second letter to the Department of Personnel and Staff Development Services with a copy to the immediate supervisor specifying the date the employee wishes the leave to begin, the date the employee desires to return to duty, and whether or not the employee wishes to return to the same position (providing the leave is for one (1) year or less).

2. An employee who is granted a parental leave of absence pursuant to this section shall have the following return rights:

a. The employee must notify the Department of Personnel and Staff Development Services in writing one (1) month prior to the leave expiration date of the employee's desire to return to work and shall, upon

request, return to the same position if the leave is for one (1) year or less. In the case of a pregnancy leave, the notification must include a physician's statement attesting to the employee's physical ability to effectively resume all of her usual duties.

b. The employee shall have the right to convert his/her health and life insurance to individual plans under regulations governed by the insurance companies.

3. An employee on parental leave of absence shall not be denied the opportunity to substitute in the school district by reason of the fact that she/he is on such leave of absence.

4. Sick leave may be used by an employee in cases of physical disability due to pregnancy, miscarriage, childbirth, and recovery therefrom. When an employee knows at the time a leave is requested the minimum number of sick leave days he/she wishes to use, the Department of Personnel and Staff Development Services shall be so notified.

5. Upon written request by the employee to the Department of Personnel and Staff Development Services by no later than one (1) month prior to the expiration of the first leave, the leave shall be extended for a maximum of one (1) year. The maximum continuous parental leave provided herein shall not exceed two (2) years.

6. The dates for commencement of the leave and return from leave must be approved by the employee's immediate supervisor and the Department of Personnel and Staff Development Services. Such approval will be based on the effect of these dates on the instructional program, the organizational calendar, and the availability of a replacement for the employee, so long as this is not in conflict with a physician's recommendation or varies more than ten (10) workdays from the requested dates.

B. Association Leave

Leave of absence without pay for up to two (2) years shall be granted to any employee for the purpose of serving as an officer of the National Education Association or the Tennessee Education Association or on their staffs. Such leave must be requested at least thirty (30) days in advance, in writing, to the Department of Personnel and Staff Development Services. When the leave is for one (1) year or less, the employee may return to his/her former position. If the period of the leave is in excess of one (1) year, return to duty shall be to a comparable position. The employee must notify the Department of Personnel and Staff Development Services in writing at least one (1) month prior to the leave expiration date of his/her desire to return to work.

C. Military Leave

A leave of absence shall be granted employees called to serve as regular, full-time active duty members of the armed forces of the United States under the following provisions:

1. Employees desiring such leave shall write a letter to the Department of Personnel and Staff Development Services, giving dates and attaching a copy of pertinent orders, if any.

2. The employee may, upon request, return to his/her former position if the leave is for one (1) year or less.

3. If the leave is for more than one (1) year, the return to duty shall be to a comparable position for which the employee is certificated.

4. The leave shall be without pay and benefits.

D. Public Office Leave

1. Leave without pay shall be granted for full-time service in public office. Such leave shall be granted annually and renewed annually for the length of the term of office. Requests for such leave must be made in writing to the Department of Personnel and Staff Development Services at least thirty (30) days in advance.

2. Employees whose public service permits part-time employment with the system may, at the option of the Superintendent, be provided such employment on request. If such employment is approved, the Superintendent shall inform the employee prior to finalization of the leave request, of the kind of employment, schedule of work, and salary and benefits to be granted. Pay and benefits shall be at a level commensurate with the hours worked and responsibilities of the position as recommended by the Superintendent.

3. Return from such leave of less than two (2) years' duration shall be to the same or a comparable position. Return from a leave exceeding two (2) years shall be on a position-available basis.

4. The employee must notify the Department of Personnel and Staff Development Services in writing at least one (1) month prior to the leave expiration date of his/her desire to return to work.

E. Educational Improvement Leave

A leave of absence without pay of up to two (2) years shall be granted to any employee, upon application, for the purpose of engaging in study related to professional responsibilities at an accredited college or university. It shall be subject to the following provisions:

1. It must be taken in terms of the system's semester or full academic year.

2. It may be granted on a part-time basis depending upon the needs of the school or department to which the employee is assigned and with the concurrence of the employee's immediate supervisor.

3. Failure to pursue professional study while on such a leave shall constitute a violation of the leave and may result in termination of the employee. A transcript must be filed with the Department of Personnel and Staff Development Services.

4. Where it is clearly evident in the judgment of the Superintendent that extended travel will increase the employee's competence in his/her assignment or in areas of certification, professional study leave may be granted for such travel provided the employee has an itinerary and plan filed with and approved by the Superintendent.

5. Upon return from such leave, the employee shall be placed at the same experience level on the salary schedule and retain the same benefits as he/she had accrued at the commencement of the leave.

6. The employee shall return to the position vacated, if requested, and if the leave is for one (1) year or less.

7. Only tenured employees are eligible for this type of leave.

F. Overseas Teaching/Peace Corps Leave

Leave without pay shall be granted for overseas teaching in military or civilian schools on elementary, secondary, or college level, or Peace Corps assignment. Leaves shall be subject to the following provisions:

1. Leaves will be for one (1) academic year and may be renewed for one (1) additional year.

2. Return after leave for less than one (1) year shall be to the employee's former position.

3. Return after more than one (1) year shall be to a comparable position for which the employee is certificated.

G. Special Assignment Leave

Special assignment leaves shall be granted for a maximum of four (4) years under the following provisions:

1. The leave must, in the judgment of the Superintendent, be clearly to the advantage of the system.

2. The leaves are designed to allow employees to serve in local, state or national appointive or elective offices in professional or governmental organizations.

3. The leaves shall not be granted for commercial endeavors or for employment on the college level.

4. Return from a Special Assignment leave of less than two (2) years' duration shall be to the same or a comparable position. Return from a leave exceeding two (2) years shall be on a position-available basis.

5. The leave shall be without pay and benefits.

6. Only tenured employees are eligible for a Special Assignment leave.

H. Illness Leave

Illness leave shall be granted an employee for care and recuperation from physical or mental illness of the employee or a member of the employee's family, whose care depends upon the employee, for up to one(1) year and an extension for a maximum of one (1) year under the following provisions:

1. The employee, or, in case the employee is not competent to do so, the employee's next of kin or other person legally empowered to take such actions for the employee, must write a letter to the Department of Personnel and Staff Development Services with a copy to the immediate supervisor requesting the leave and stating the nature of the illness, relationship (if other than the employee) of ill person to employee, the date for the beginning of the leave, and the date for termination of the leave. A statement from the attending physician or psychiatrist verifying the employee's inability to perform his usual duties must also be forwarded to the Department of Personnel and Staff Development Services within one (1) week of the initial request for leave.

2. The employee must notify the Department of Personnel and Staff Development Services in writing at least one (1) month prior to the leave expiration date of his/her desire to return to work. The notification must include a physician's or psychiatrist's statement attesting to the employee's ability to effectively resume all usual duties.

3. The employee shall, upon request, return to the same position if the leave is for one (1) year or less.

4. The leave may be extended for one (1) year providing the employee so requests in writing to the Department of Personnel and Staff Development Services by no later than one (1) month prior to the expiration date of the first leave.

5. The dates for commencement of the leave and return from leave must be approved by the employee's immediate supervisor and the Department of Personnel and Staff Development Services. Such approval will be based on the effect of those dates on the instructional program, the organizational calendar, and the availability of a replacement for the employee. Dates may be adjusted by the Department of Personnel and Staff Development Services no more than ten (10) workdays from the requested dates.

6. On request of the Department of Personnel and Staff Development Services, the employee or person acting in his/her interest shall furnish a statement from the attending physician or psychiatrist concerning the employee's condition, progress, and prognosis of recovery to service. Such request shall not be made more often than every three (3) months and failure to provide such statement within one (1) month of request may result in termination of the employee. Such a statement may also be required if the leave is for care of a dependent.

7. On request from the Department of Personnel and Staff Development Services, the employee shall submit to an examination and evaluation by a physician or psychiatrist named by the Board to render a second independent judgment of the necessity of such leave or of his/her physical and/or emotional and mental fitness to return to full duty. Such an examination shall be at the expense of the Board. In the event the decisions of the employee's physician and the Board-appointed physician differ, the two physicians shall mutually choose a third physician with expertise in the area in which disability is claimed, who shall examine the employee at Board expense and render a decision. This decision shall be final.

8. The leave shall be without pay and benefits.

I. Family Responsibility Leave

A family responsibility leave shall be granted for one (1) year or for the remainder of a year in cases where the employee faces family responsibilities which cannot adequately be discharged while working, under the following provisions:

1. The leave must be requested by no later than one (1) month prior to the time the employee wants the leave to begin. The request must be made in writing to the Department of Personnel and Staff Development Services with a copy to the immediate supervisor and include a detailed rationale for the requested leave, the date the employee wishes the leave to begin, and the termination date of the leave.

2. The employee may, upon request, return to the same position.

3. No extension of the leave will be permitted.

4. The leave may not be taken for personal convenience or commercial endeavors.

5. The employee must notify the Department of Personnel and Staff Development Services in writing at least one (1) month prior to the leave expiration date of his/her desire to return to work.

6. The dates for commencement of the leave and return from leave must be approved by the employee's immediate supervisor and the Department of Personnel and Staff Development Services by no more than ten (10) workdays from the requested dates.

7. Such leave shall be without pay and benefits.

8. Only tenured employees are eligible for this type of leave.

9. Family responsibility leave may not be taken in order to extend another type of leave or in the place of another appropraite type of leave.

J. Good Cause Leave

Other extended leaves of absence without pay may be granted in writing by the Superintendent for good reason. Upon return from such leave, the employee shall be granted the same re-employment rights as stated in Section H. above.

ARTICLE XXIV: PERSONNEL FILES

A. Contents

1. The personnel file shall include, but is not limited to, an employee's initial employment records, academic records, placement and assignment records, state certification, evaluation forms, transfer records, disciplinary records, letters of commendation and recommendations, and other employment data.

2. Grievances, grievance answers, and materials directly associated with those grievances shall not be included in such file.

3. No anonymous material shall be placed in an employee's personnel file unless the procedures in this paragraph are followed. Material from an anonymous source, which is not immediately discarded, shall be investigated with the employee's knowledge. If the investigation proves that the complaint is groundless, the material shall be discarded. This shall in no way be in conflict with TCA 37-1-401-412 which protects the confidentiality of the person or persons who make a child abuse complaint. However, the employee shall be immediately notified that such a complaint has been lodged.

B. Maintenance

1. The school system shall maintain the employee's personnel files in the Department of Personnel and Staff Development Services.

2. An employee shall be provided, in person or by mail, a dated copy of any adverse material if it is to be placed in his/ner file(s). The employee may write a statement which shall be attached to said adverse material. Distribution notations on letters or other documents showing a copy to the employee and initialed by the employee if physically possible shall be acceptable evidence that a copy has been provided.

3. a. The Department of Personnel and Staff Development Services may, from time to time, remove from an employee's file material that is no longer of use, that is a duplication, or that is superceded.

   b. Upon written request by the employee, letters of reprimand or reports of incidents reflecting adversely upon the employee may be removed from the personnel file provided

      (1) such material is three (3) years or more old and

      (2) that no other adverse material has been added for the three (3) years preceding the request

      (3) adverse material may be retained in the employee's personnel file for four (4) years from the date of incident if the employee has had a disciplinary conference with the Superintendent and has received a written reprimand from the Superintendent.

   c. These provisions shall not apply to evaluations.

C. Access to Files

1. During regular office hours, an employee shall have the right upon prior request at reasonable times to review the contents of his/her personnel file(s), excluding pre-employment references. Such review shall be in the presence of the Director of Personnel and Staff Development Services or designee. Upon request, the employee may receive one copy of any materials reviewed in the file. Any additional copies shall be provided at the employee's expense, at a reasonable cost to be determined by the Board.

   An employee shall be entitled to have a representative of the Association accompany him/her during such review. Upon written authorization by the employee, a representative of the employee shall have the right to examine and/or obtain copies of materials in an employee's file(s).

2. If individual employee files, other than those in the Department of Personnel and Staff Development Services, are maintained, the same rights to review and receive a copy shall apply. This section does not apply to notes, memoranda and other aids to memory personally maintained by a supervisor for professional purposes.

ARTICLE XXV: COMPLAINTS

Any complaint regarding an employee made to any member of the administration by a parent, student, or other person(s) which may be used in any manner in evaluating an employee shall be promptly investigated. The employee shall be given an opportunity to respond and meet with the person(s) making the complaint in order that he/she may rebut the complaint. If the person(s) making the complaint refuse(s) to participate in this procedure, and if no other substantiated evidence supports the charge, any and all references to the complaint shall be removed from the employee's file(s). The employee shall acknowledge that he/she had the opportunity to review such complaint by affixing his/her 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/her answer shall be reviewed by the Superintendent or his designee and attached to all copies.

ARTICLE XXVI: SENIORITY

A. Definitions

1. Seniority shall be defined as the length of an employee's service from the most recent date of hire in the Chattanooga Public School System. This shall include years of service in Hamilton County for all employees who have been annexed into the Chattanooga Public School System.

2. Seniority shall not accrue during authorized leaves of absence and periods of layoff.

3. In the event that more than one employee has the same date of hire, seniority shall be determined by random selection.

B. Seniority List

A seniority list shall be prepared and provided to the Association and posted on all employee bulletin boards on or before December 1 of each school year.

ARTICLE XXVII: STUDENT DISCIPLINE

A. Board Support and Assistance

1. The Board and the Association recognize the mutuality of responsibility shared by teachers and administrators in the maintenance of student discipline and control.

2. For its part, the Board agrees to assist teachers in carrying out this responsibility by providing direct assistance of special teachers, counselors, social workers, and other professional personnel and support, as needed and will initiate such assistance without undue delay.

B. Administrative and Staff Assistance and Responsibility

1. The administrators, teachers, and staff agree to work cooperatively at the building level to anticipate those times and places of stress and volatility and to work jointly in taking preventative measures.

2. It shall be the responsibility of the building principal working in cooperation with the faculty and with the assistance of the Department of Pupil Support Service and Testing to develop, publicize, and enforce such building rules and regulations for student discipline as may be required to contribute to the orderly operation of the school.

C. Procedure for Corporal Punishment

1. Administrative Procedures for Grades K-6

a. At the beginning of the school year, each elementary school principal shall designate certain employees to act as agents of the principal to give permission and serve as witness for the administration of corporal punishment by other employees.

b. The number of designees for each school shall be determined by the number of classroom teachers, as indicated in the chart below. These designees shall be in addition to the principal, assistant principal, and one designated acting principal when the principal is in the building; if the principal is absent from the building, both designated acting principals may give permission and serve as witness. These designees must be evenly distributed throughout the building. A list of designees shall be given to the faculty in the school and forwarded to the Superintendent or his designee at the beginning of each school year and shall be updated as necessary.

Number of Classroom Teachers	Number of Designees
1-12	1
13-20	2
21-28	3
29-36	4
37-44	5

c. The above procedure shall in no way relieve the principal from continued responsibility for administering, permitting, and/or witnessing corporal punishment.

2. Administrative Procedure for Grades 7-12

a. Corporal punishment shall be administered only by the principal, associate or assistant principal of the the school, or by the teacher in the presence of the principal or designee, after receiving permission in each case from the principal, associate or assistant principal.

b. If the principal, associate or assistant principal is not immediately available, then the principal's designee may give such permission. "Designee" is defined here to mean the person(s) identified by the principal and reported to the Superintendent each year as the one(s) in charge in the absence of the principal, associate or assistant principal.

3. The following conditions shall be observed when corporal punishment is administered:

a. It shall be administered only after more positive actions have been taken.

b. It shall be administered privately in the presence of a witness as designated in C.1.b. and C.2.b. above.

c. It shall be administered in a manner which is not degrading or embarrassing to the student being disciplined.

d. It shall be administered humanely, with reasonable restraint, and never in anger.

e. It shall be administered so that no part of the head or face shall be struck.

4. If parental objection, a medical statement, or a statement by the psychological examiner indicating the possibility of risk to a student's well-being has been filed with the school, it shall be honored. In such cases, the principal may take such other action as deemed necessary, including suspension.

5. The Association agrees to provide the Board a copy of the Tennessee Education Association-National Education Association Educators Employment Liability Policy which protects members of the United Teaching Profession against charges of Liability and to furnish updated copies of the policy as changes are made. The Board agrees that they will not provide a copy of this policy or release the contents of the policy to any individual(s) or company without the express written permission of the Association. The Board further agrees to provide the Association copies of all insurance policies which it carries on employees, and the Association agrees that it will not release copies or contents of the policies to any individual(s) or company without the express written permission of the Board. However, either the Board or the Association may provide copies of such policies to their respective attorneys.

D. Classroom Control

1. A teacher may remove a student from class when the grossness of the offense, the persistence of misbehavior, or the disruptive effect of the violation make the continued presence of the student intolerable. In such cases, the teacher will immediately brief the principal or his/her designee, and will provide full particulars of the incident in writing by the end of his/her next scheduled conference period or by the end of the day, whichever comes first. The report may include suggestions for corrective measures.

2. The principal or his/her designee may return the student to class. However, if the misbehavior or disruption persists, the teacher may again remove the student from the classroom until a conference has been held with the principal, parent or legal guardian, student, and teacher(s), and a mutually agreed-on solution has been reached. However, if a mutually acceptable solution cannot be agreed upon, the principal or his/her designee will make the final disposition.

3. Prior to the conference and/or solution of the problem, no other teacher shall be required to keep the student in his/her classroom.

E. Restraint and Self-Defense

1. Any reasonable and appropriate means, including the use of physical restraint, may be used by school personnel (a) to prevent a threatened breach of discipline or (b) to stop a continuing breach of discipline. Physical restraint will be used only after other means for preventing a breach of discipline or stopping its continuance have been ineffective.

2. In each instance where a teacher uses physical restraint to restrain a disruptive pupil or for self-defense, the teacher shall inform the principal at the earliest practicable and reasonable time of such action and shall make a complete and objective written report of it within 24 hours if physically possible.

3. Reasonable physical force may be used in self-defense. Self-defense is permissible where a teacher finds it necessary to defend himself/herself or a third person, where the teacher reasonably believes that such action is necessary for the safety of himself/herself or the third person. Self-defense means the use of only such force as is necessary to protect oneself.

ARTICLE XXVIII: SAVINGS CLAUSE

If any article, section, or portion of the Contract be held unlawful by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific article, section, or portion involved and shall not invalidate the remaining portions of this Contract. The parties agree that any article, section, or portion so set aside shall be the subject of negotiations for the purpose of agreeing on substitute language. Such negotiations shall be strictly limited to the article, section, or portion affected by such a decision and shall be initiated within five (5) days after the request of either party.

ARTICLE XXIX: NEGOTIATION OF SUCCESSOR AGREEMENTS

A. Between January 1 and February 1 of the calendar year in which this Contract is to expire, either the Board or the recognized professional employee's organization may submit to the other written notice of its intent to negotiate a successor Contract.

B. Within five (5) days of the date of the request, the parties will establish a mutually convenient time and place for a meeting. The meeting shall take place no later than ten (10) days following the date of the request.

C. Pending ratification of the successor contract the current contract shall remain in effect.

ARTICLE XXX: PRINTING AND DISTRIBUTION OF THE CONTRACT

Copies of this Contract titled "Contract Between the Chattanooga Board of Education and the Chattanooga Education Association" shall be printed at a cost to be shared equally by the Board and the Association and shall be presented to all teachers now employed by the Board. The Board shall furnish 100 copies of said Contract to the Association for its use.

ARTICLE XXXI: DURATION OF THE CONTRACT

A. Except as hereinafter provided, this Contract shall become effective on July 1, 1987, or upon ratification by both parties, whichever is later, and continue in force through June 30, 1990.

B. Salary, insurance, and two (2) items suggested by each party may be negotiated for the 1988-89 school year.

C. Salary, insurance, and three (3) items suggested by each party may be renegotiated for the 1989-90 school year.

D. By mutual consent, additional items may be negotiated at any time during the life of this Contract.

ARTICLE XXXII: POLITICAL ACTIVITIES

Employees who engage in political activities shall do so at times other than during their normally assigned duties and in such a way as not to interfere with the normal operation of the school. Employees shall not be pressured into supporting or not supporting any candidate or political organization nor into contributing or not contributing to any candidate or political organization. Campaign or other political promotional materials shall be posted only on the teachers' bulletin board, and in no way shall students be involved in activities permitted by this Article.

No employee shall be disciplined or discriminated against for refusing to allow political pressure to be directed toward him or her by another employee of the system, nor shall any employee be disciplined or discriminated against for his or her lawful political activities, or lack thereof.

For The Board of Education
Chattanooga Public Schools

John P. Franklin
Commissioner of Education

October 27, 1987
Date

Jack E. Conner, Spokesman
Jay Atkerson
Jewell B. Cousin
Eddy L. Echols
Clifford L. Hendrix
W. Frank Preston

For The Chattanooga
Education Association

Ronald Moss
President

October 27, 1987
Date

George C. Bliss, Spokesman
Nancy A. Chilton
Jean F. Cook
Ron W. Marshall
Etta D. McAfee
Ronald Moss
Frank J. Sanders
Joe A. Shadwick
Nancy L. Shipner
Michon Smith
Margaret L. Williams

A P P E N D I C E S

Appendix A

OFFICIAL GRIEVANCE FORM

for the

Chattanooga Public Schools

Name _____
(Last) (First) (Initial)

School or Location _____ Assignment _____

Home Address _____ Home Phone _____

Step One (1)

A. Date Cause of Grievance Occurred _____

B. Specific Area(s) of Contract Violation _____

C. Statement of Grievance _____

D. Relief Sought _____

(If additional space is needed for above items, please attach material as necessary.)

_____
(Signature of Grievant) (Date)

_____
(Signature of Assoc. Rep.) (Date)

E. Disposition of Immediate Supervisor _____

_____
(Signature) (Date)

1 Copy to Immediate Supervisor
1 Copy to Association
1 copy to Grievant

Grievance No. _____

Appendix B

CHATTANOOGA PUBLIC SCHOOLS
Chattanooga, Tennessee

Salary Schedule for Teachers, 1987-88

Schedule for Regular Teachers - 1987-88 (10 School Months)

Generator Base: $16,633.20

Experience	Bachelor's Degree Salary	Index	Master's Degree Salary	Index	Master's + 45 Salary	Index	Doctor's Degree Salary	Index
0	18130.19	1.09	20126.17	1.21	20791.50	1.25	22122.16	1.33
1	18296.52	1.10	20202.50	1.22	20957.83	1.26	22288.49	1.34
2	18462.85	1.11	20458.84	1.23	21124.16	1.27	22454.82	1.35
3	18629.18	1.12	20625.17	1.24	21290.50	1.28	22621.15	1.36
4	19294.51	1.16	21290.50	1.28	21955.82	1.32	23286.48	1.40
5	19959.84	1.20	21955.82	1.32	22621.15	1.36	23951.81	1.44
6	20625.17	1.24	22621.15	1.36	23286.48	1.40	24617.14	1.48
7	21290.50	1.28	23286.48	1.40	23951.81	1.44	25282.46	1.52
8	21955.82	1.32	23951.81	1.44	24617.14	1.48	25947.79	1.56
9	22621.15	1.36	24617.14	1.48	25282.46	1.52	26613.12	1.60
10	23286.48	1.40	25282.46	1.52	25947.79	1.56	27278.45	1.64
11	23951.81	1.44	25947.79	1.56	26613.12	1.60	27943.77	1.68
12	24617.14	1.48	26613.12	1.60	27278.45	1.64	28609.10	1.72
13	25282.46	1.52	27278.45	1.64	27943.77	1.68	29274.43	1.76
14	25947.79	1.56	27943.77	1.68	28609.10	1.72	29939.76	1.80
15	26613.12	1.60	28609.10	1.72	29274.43	1.76	30605.09	1.84
16	26945.78	1.62	28941.77	1.74	29607.09	1.78	30937.75	1.86

Education Specialist Degree: Add $200.00 to the Master's Plus Schedule.

A certificated employee who must teach on a permit due to failure to renew his/her certificate shall be paid on the Mandatory Minimum Salary Schedule adopted by the Tennessee State Board of Education.

Extended time beyond the base days of the scale, encompassing substantially the same duties as the normal work year, will be paid at the current daily rate beginning with the employee's normal 1987-88 work year.

Proposed Salary Supplement for Employees with Extra Work Assignments, 1987-88

1. Salary Supplement for Coaches and Directors

To be entitled to a supplement for a particular sport, the school must field a team and participate in a regular schedule for that sport.

Senior High Schools

Activity	Pay Rate
Athletic Director	472
Head Football Coach	3410 *
Assistant Football Coach	3040 *
Head Basketball Coach (Boys or Girls)	1057
Assistant Basketball Coach (Boys or Girls)	705
Head Wrestling Coach	709
Assistant Wrestling Coach	505
Head Track Coach	776
Assistant Track Coach	505
Baseball Coach	776
Softball Coach	776
Cross-Country Coach (Boys or Girls)	405
Volleyball Coach	540
Golf Coach (Boys or Girls)	405
Tennis Coach (Boys or Girls)	405
Soccer Coach (Boys or Girls)	338
Cheerleader Sponsor	405
Drill Team Sponsor	405
Athletic Trainer	637

Junior High Schools

Activity	Pay Rate
Athletic Director	135
Head Football Coach	607
Assistant Football Coach	405
Basketball Coach (Boys or Girls)	607
Track Coach	505
Baseball Coach	505
Softball Coach	505
Cross-Country Coach	203
Volleyball Coach	338
Wrestling Coach	505
Tennis Coach	203
Golf Coach	203
Soccer Coach	203
Cheerleader Sponsor	203
7th Grade Football Coach	338
7th Grade Basketball Coach	338
7th Grade Baseball Coach	338

* Includes extended time in summer

Athletic Directors who are also football coaches shall receive the following supplements for coaching football:

Head Football Coach	978
Assistant Football Coach	607

II. Other Supplements

Resource Teachers, Consultants	58 per month
Psychological Examiners, Administrative Interns, and High School Vocational Coordinators	58 per month for 10 school months
Departmental Chairpersons - Junior High	31 per month for 10 school months
Departmental Chairpersons - Senior High	54 per month for 10 school months
Band Directors	124 per month for 10 school months

III. General Supplements

Senior High:	A sum of $338 per year to be used for incidental supplements as recommended by the principal and approved by the Superintendent
Junior High:	A sum of $169 per year to be used for incidental supplements as recommended by the principal and approved by the Superintendent
Elementary:	A sum of $133 per year to be used for incidental supplements as recommended by the principal and approved by the Superintendent

Administrative Salary Schedule, 1987-88 (12 Calendar Months)

Base: $28,620.15

Step Level	Supervisor			Director		
	BS/MA	MA+45	PhD or EdD	BS/MA	MA+45	PhD or EdD
1	1.273	1.294	1.316	1.413	1.435	1.456
2	1.294	1.316	1.337	1.435	1.456	1.478
3	1.316	1.337	1.359	1.456	1.478	1.499
4	1.337	1.359	1.381	1.478	1.499	1.521
5	1.359	1.381	1.402	1.499	1.521	1.542
6	1.381	1.402	1.424	1.521	1.542	1.564
7	1.402	1.424	1.445	1.542	1.564	1.586
8	1.424	1.445	1.467	1.564	1.586	1.607
9	1.445	1.467	1.489	1.586	1.607	1.629
10	1.467	1.489	1.510	1.607	1.629	1.650
11	1.489	1.510	1.532	1.629	1.650	1.672
12	1.510	1.532	1.553	1.650	1.672	1.693
13	1.532	1.553	1.575	1.672	1.693	1.715
14	1.553	1.575	1.596	1.693	1.715	1.737

Each employee shall move one or two steps through the fourteenth step upon the recommendation of the Superintendent.

Salary Schedule for Principals, 1987-88

Base: Top of Masters, Salary Schedule for Teachers

Principals' salaries shall be determined by multiplying the appropriate index for size and type of school and administrative experience by the sixteenth (16th) step of the masters degree lane of the Teachers Salary Schedule.

Decreased enrollment will not affect salaries for the first year of decrease; however, if it remains below the required level on the tenth (10th) day of the following school year, the salary will be adjusted accordingly. In no event shall the salary be reduced from the previous year.

A .05 supplement to the following index will be provided any principal serving in a school without an assistant principal (or administrative intern) where a comprehensive program center for the physically handicapped is in operation.

Elementary

	0–249			250–499			500&Above		
Adm.Exp	MA	MA+45	EdD	MA	MA+45	EdD	MA	MA+45	EdD
0	1.360	1.390	1.455	1.370	1.400	1.465	1.420	1.455	1.520
1	1.365	1.395	1.460	1.375	1.405	1.470	1.425	1.460	1.525
2	1.370	1.400	1.465	1.380	1.410	1.475	1.430	1.465	1.530
3	1.375	1.405	1.470	1.385	1.415	1.480	1.435	1.470	1.535
4	1.380	1.410	1.475	1.390	1.420	1.485	1.440	1.475	1.540
5	1.385	1.415	1.480	1.395	1.425	1.490	1.445	1.480	1.545
6	1.390	1.420	1.485	1.400	1.430	1.495	1.450	1.485	1.550
7	1.395	1.425	1.490	1.405	1.435	1.500	1.455	1.490	1.555
8	1.400	1.430	1.495	1.410	1.440	1.505	1.460	1.495	1.560
9	1.405	1.435	1.500	1.415	1.445	1.510	1.465	1.500	1.565
10	1.410	1.440	1.505	1.420	1.450	1.515	1.470	1.505	1.570
11	1.415	1.445	1.510	1.425	1.455	1.520	1.475	1.510	1.575
12	1.420	1.450	1.515	1.430	1.460	1.525	1.480	1.515	1.580
13	1.425	1.455	1.520	1.435	1.465	1.530	1.485	1.520	1.585
14	1.430	1.460	1.525	1.440	1.470	1.535	1.490	1.525	1.590

Junior High

	200–399			400–799			800&Above		
Adm.Exp	MA	MA+45	EdD	MA	MA+45	EdD	MA	MA+45	EdD
0	1.420	1.455	1.520	1.460	1.495	1.560	1.530	1.565	1.635
1	1.425	1.460	1.525	1.465	1.500	1.565	1.535	1.570	1.640
2	1.430	1.465	1.530	1.470	1.505	1.570	1.540	1.575	1.645
3	1,435	1.470	1.535	1.475	1.510	1.575	1.545	1.580	1.650
4	1.440	1.475	1.540	1.480	1.515	1.580	1.550	1.585	1.655
5	1.445	1.480	1.545	1.485	1.520	1.585	1.555	1.590	1.660
6	1.450	1.485	1.550	1.490	1.525	1.590	1.560	1.595	1.665
7	1.455	1.490	1.555	1.495	1.530	1.595	1.565	1.600	1.670
8	1.460	1.495	1.560	1.500	1.535	1.600	1.570	1.605	1.675
9	1.465	1.500	1.565	1.505	1.540	1.605	1.575	1.610	1.680
10	1.470	1.505	1.570	1.510	1.545	1.610	1.580	1.615	1.685
11	1.475	1.510	1.575	1.515	1.550	1.615	1.585	1.620	1.690
12	1.480	1.515	1.580	1.520	1.555	1.620	1.590	1.625	1.695
13	1.485	1.520	1.585	1.525	1.560	1.625	1.595	1.630	1.700
14	1.490	1.525	1.590	1.530	1.565	1.630	1.600	1.635	1.705

Senior High

	200–799			800&Above		
Adm.Exp	MA	MA+45	EdD	MA	MA+45	EdD
0	1.540	1.575	1.645	1.590	1.625	1.700
1	1.545	1.580	1.650	1.595	1.630	1.705
2	1.550	1.585	1.655	1.600	1.635	1.710
3	1.555	1.590	1.660	1.605	1.640	1.715
4	1.560	1.595	1.665	1.610	1.645	1.720
5	1.565	1.600	1.670	1.615	1.650	1.725
6	1.570	1.605	1.675	1.620	1.655	1.730
7	1.575	1.610	1.680	1.625	1.660	1.735
8	1.580	1.615	1.685	1.630	1.665	1.740
9	1.585	1.620	1.690	1.635	1.670	1.745
10	1.590	1.625	1.695	1.640	1.675	1.750
11	1.595	1.630	1.700	1.645	1.680	1.755
12	1.600	1.635	1.705	1.650	1.685	1.760
13	1.605	1.640	1.710	1.655	1.690	1.765
14	1.610	1.645	1.715	1.660	1.695	1.770

For principals holding an Education Specialist Degree, add $200 to the salary as determined above.

Salary Schedule for Other School Administrative Personnel, 1987-88

1. Salary Schedule for Assistant and Associate Principals

A. Base Salary

An Assistant Principal's base salary shall be determined by the salary he/she qualifies for as a teacher on the appropriate teachers' salary schedule for the current school year.

Assistant Principals shall receive the base salary for 220 days.

Associate Principals shall receive the base salary for 250 days.

B. Administrative Supplement

Senior high, junior high, and elementary school Assistant and Associate Principals shall receive an administrative supplement as specified below for their entire period of employment:

Senior High	-	13%
Junior High	-	9%
Elementary	-	6%

Appendix C

CHATTANOOGA PUBLIC SCHOOLS
CHATTANOOGA EDUCATION ASSOCIATION

SICK LEAVE BANK

PURPOSE: The purpose of the Sick Leave Bank is to provide sick leave to contributors to the Bank in the event of a disabling illness/injury, and provided their available sick leave or any other applicable paid leave has been exhausted.

SICK LEAVE BANK COMMITTEE: The Sick Leave Bank shall be administered by a Committee of Trustees in accordance with the provisions and procedures outlined below. The Committee will be composed of five (5) members--two (2) appointed by the School Board and two (2) appointed by the Chattanooga Education Association--and the Superintendent, who shall chair the Committee. All members of the Committee must be certificated employees of the Chattanooga Public Schools. The Committee shall be appointed in compliance with the Statute.

PROVISIONS

1. Membership in the Sick Leave Bank is limited to those individuals who are certified employees.

2. Eligible employees may join the Sick Leave Bank by donating one (1) sick leave day. The Committee may assess additional day(s) as they deem advisable.

3. Sick Leave Bank days may be granted only for instances of disabling illness or injury of the individual member.

4. A five (5) work day waiting period following the exhaustion of all available paid leave shall be satisfied before days from the Sick Leave Bank can be used.

5. Certificated employees may enroll during August, September and October of every year, and shall be enrolled without regard to pre-existing conditions of health if they are on active duty (on the job) at the time of contribution. New employees may contribute within the first thirty (30) calendar days after their effective dates of employment or at the beginning of the new enrollment period.

6. All donations to the Bank are "final" and may not be returned to the donor unless the Bank is dissolved.

7. Employees shall receive benefits from the Bank for their contracted period of employment. No benefits shall be paid for those days when an employee would not normally be in pay status.

8. The form and manner of application for use of leave from the Bank shall be prescribed by the trustees. The trustees shall act either affirmatively or negatively on all applications within ten (10) calendar days of the application. Leave grants from the Bank, approved by the trustees, shall not be more than twenty (20) consecutive days for which the individual applicant would otherwise lose pay. Applicants may submit requests for extensions of such leave grants before or after their prior grants expire. The maximum number of days any participant may receive in any fiscal year is sixty (60). The maximum number of days any participant may receive as a result of any one illness or recurring diagnosed illness or accident is ninety (90). In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file the request. All records of the Sick Leave Bank shall be kept in or by the office of the school system which handles regular sick leave records. The trustees shall inform this office of all applications they approve and the amount of additional leave granted the member. If the trustees determine it necessary, they may require a physician's certificate of condition from any member requesting additional leave. Refusal to comply will result in denial of the pending request for use of sick leave days from the Bank. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.

PROCEDURES

1. Contributions to the Bank must be made on the form prescribed by the Committee.

2. Each member must sign a two-part enrollment card stating that they are aware of the provisions of the Bank and relieving the Board of Education or the Chattanooga Education Association from any liability as a result of action by the Committee. One copy of the form will be forwarded to payroll as permanent file copy, and one copy will be retained by the Committee.

3. Any recommendation for approval to draw from the Bank must have the support of at least three (3) members of the Committee. The decision of the Sick Leave Bank Committee shall be final.

4. Any individual submitting a request to draw from the Bank must have made his/her proper contribution to the Bank prior to the disabling illness or injury upon which the request is made.

5. Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for thirty (30) calendar days. A participant shall

not receive any sick leave from the Bank until after having exhausted all accumulated sick, personal, and annual leave, including all paid board extensions. The trustees may establish regulations restricting the number of days which may be withdrawn from the Bank by one (1) member on account of one (1) illness, particularly any known illness existing at the time the teacher elected to participate in the Bank. Grants of sick leave from the Bank shall not be made to any member on account of any elective surgery, or illness of any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local teachers' retirement plan.

6. All requests to draw from the Bank must be made on the approved form and submitted to the Committee within 30 calendar days of the first date Bank usage is requested, or as soon thereafter as the employee is physically or mentally able to do so. The request may be made for the employee by his/her next of kin if the employee is unable to physically or mentally complete the form. The Committee will approve or deny the request within ten (10) work days after receipt and notify the individual of either the approval or denial of the request. Notice will only be made to the payroll department of approved actions. Payroll will take no action in anticipation of the approval during the period of processing, and payments will be started on the next regularly scheduled payroll for the individual.

7. All requests to draw from the Bank must be accompanied by a physician's statement on the approved form confirming the cause of the illness or injury, signed by the physician.

8. An applicant may be required to undergo at his/her expense a medical review by a physician approved by the Committee.

9. Application forms for the Bank may be obtained through the Board at each work location or the CEA office.

10. The Committee shall maintain the records of all contributions, withdrawals, and the status of the Bank. Records of the Bank will be subject to audit by the school system. The Bank may only allocate the days on deposit at the time of a request. Monthly reports of the conditions of the Bank must be submitted in an approved format to the Business Office of the Chattanooga Public Schools.

11. If a member does not use all days advanced from the Bank, the unused days will be returned to the Bank.

12. All days collectively contributed to the Bank, and not used in any one fiscal year, shall be carried over to the next fiscal year.

13. The trustees shall provide for rules and regulations not inconsistent with the provisions of the Statute. These rules and regulations shall be filed with the Office of the Commissioner of Education and the local school system within sixty (60) days of authorized establishment of the Bank pursuant to section 3 of the Statute and shall be available for public inspection during regular office hours.

14. The enrollment authorization shall remain in effect for the current and subsequent years unless cancelled in writing. Cancellation shall be effective on the following June 30.