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AGREEMENT BETWEEN

THE MANCHESTER BOARD OF EDUCATION

AND

THE MANCHESTER EDUCATION ASSOCIATION

2009 – 2012

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PREAMBLE

This agreement is made and entered into on this 13th day of July, 2010, by and between the Board of Education of the Manchester City Schools, hereinafter called the “Board,” and the Manchester Education Association, hereinafter referred to as the “Association.”

The Board and the Association recognize their rights and obligations pursuant to the Education Professional Negotiations Act. They have entered into good faith negotiations and reached agreements and do hereby set forth and memorialize this their full agreement.

The Association and the Board recognize and declare that providing a quality education for the children of Manchester is their mutual aim.

ARTICLE I

Recognition

A. Recognition

1. The Board recognizes the Manchester Education Association, an affiliate of the Tennessee Education Association and the National Education Association, as exclusive representative for purposes of collective bargaining of all professional employees as defined by [TCA 49-5-602\(11\)](#). Excluded from representation are the Director, system-wide personnel designated by the board as management personnel, substitute teachers, and all other employees.
2. The Association recognizes the Board as the duly appointed governing body of the Manchester City School System and agrees to negotiate only with the Board’s designated representative.

B. Definitions

1. Professional Employees – The phrase “professional employee” includes any person employed by the local board of education in a position which requires a license issued by the Department of Education for services in public elementary and secondary schools of Tennessee supported, in whole or part, by local, state or federal funds, but shall not include a retired teacher who is employed as a teacher in accordance with the provisions of Title 8, Chapter 36, part 8.
2. Director – The term Director refers to the appointed executive officer of the school district. The Director has been referred to as the Superintendent in former agreements.
3. Teacher – A teacher, for the purpose of the Agreement, shall be defined as those professional employees of the Board who, as a condition of their employment, must hold a valid Tennessee teaching license.
4. Principal – A principal is defined as a full-time employee of the Board who is the administrative head of a school and given the title of principal.
5. Management Personnel – Management personnel shall be defined as the Director and those persons certified by the Board as management personnel under the terms of the Education Professional Negotiations Act.
6. System-Wide Seniority – System-wide seniority shall be defined as the length of a professional employee’s continuous service from the most recent date of permanent full-time employment in the Manchester City School System.

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

C. No Strike Clause

The Manchester Education Association and its members agree that they shall not engage in a strike as defined in the Education Professional Negotiations Act or any other applicable state and federal law. ([TCA 49-5-609\(b\)](#))

D. Printing of the Agreement

The costs of printing this Agreement shall be born equally by the Board of Education and the Association.

ARTICLE II

Association Rights

A. Use of Facilities

The Association shall be permitted the use of school facilities for the purpose of conducting professional meetings before or after the teachers’ normal work assignment, provided such meetings do not conflict with other school activities or other assigned duties of teachers. Such meetings shall be arranged in advance with the principal in the manner in which such meetings are usually arranged. When special custodial service is required, the Board may assess a reasonable charge. Permission to use the facilities will not be unreasonably withheld.

B. Visitation

Representatives of the Association may visit with teachers regarding Association business at school locations before or after school or during the lunch period, insofar as such visits shall not conflict with other school activities or other assigned duties of teachers. The Association representatives shall report their presence to the principal at the time of their arrival on school premises.

C. Agenda and Minutes

The President of the Association may pick up a copy of the preliminary Agenda for each Board meeting from its Administrative Building mailbox on the day of its preparation, after the close of the teachers’ workday. During the summer months, a copy of the preliminary Agenda for each Board meeting shall be mailed to the home address, if requested, of the Association President on the day of its preparation. A copy of the minutes of the previous Board meeting(s) will be attached to the preliminary Agenda.

D. Telephone Calls

The President of the Association shall be allowed to accept telephone calls related to the president’s duties in the same manner in which personal calls are handled.

E. Bulletin Boards and Mailboxes

The Association may use the bulletin board that is located in each employee lounge for the purpose of posting official information and notices relating to the Association. All materials shall be dated and signed by an officer of the Association or the building representative.

The Association shall be permitted use of teacher mailboxes and e-mail for the purpose of communication to members of the Association.

The Association agrees not to use the bulletin board, e-mail, or teacher mailboxes to post or distribute material derogatory to the Manchester Board of Education or any of its employees.

ARTICLE III

Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE IV

School Calendar

The Board of Education has the responsibility for determining the school calendar within statutory limitations. Association representatives will have the opportunity to meet with the Director or his designee no later than December 1 to submit its calendar suggestions and request for consideration prior to the formulation of the school calendar.

A copy of the calendar will be sent to the president of the Association prior to its submission to the Board. The president of the Association may request a meeting with the Director to discuss any differences.

The Director shall make emergency changes in the school calendar as the need arises.

In the event of a revision of the adopted school calendar, Association representatives will have the opportunity to meet with the Director or his designee to submit its calendar suggestions and request for full consideration prior to the formulation of the revised school calendar.

ARTICLE V

Employee Facilities

A. Facilities

1. Access to a Telephone

A telephone will be available in each school building in a location that will insure school personnel a degree of privacy.

2. Lounges

The Board agrees that a room in each school shall be reserved for use as a staff lounge.

ARTICLE VI

Modification of Agreement

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the ultimate right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The Board and the Association further agree that this Memorandum of Agreement constitutes the full and complete commitment between the two parties.

This Agreement shall not be modified in whole or in part except by an instrument of writing duly executed by the parties. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter. All understandings and agreements shall be reduced to writing, signed by both parties, and made a part of this Agreement upon ratification by both parties.

ARTICLE VII

Student Discipline

A. Board Support and Assistance

The Board and the Association agree that effective pupil control and discipline are prerequisites to effective teaching and learning. It is agreed further that appropriate motivation of the pupil toward worthy learning activities prevents disciplinary problems and promotes self-discipline on the part of the pupil. It follows that the first responsibility for the teacher is to exercise his/her full professional competence toward the motivation of pupils into worthy learning activities. The Board recognizes its responsibility to give reasonable support and assistance to teachers and principals with respect to maintenance of control and discipline in the classroom subject to federal and state rules, laws and regulations.

When a particular student requires special services, the principal will take positive steps to assist the teacher.

B. Rules and Regulations

Classroom teachers shall be responsible for classroom discipline based upon rules and regulations for student behavior in the classroom. Reasonable rules and regulations for each school for student behavior in the school classroom and at school activities shall be developed by the principal for his/her school with input from the faculty. The rules and regulations shall be approved by the Board and shall be reviewed annually. Copies shall be distributed to each pupil. The principal shall have the responsibility of insuring that the enforcement of these rules and regulations are fair and uniform throughout the school.

C. Corporal Punishment

Corporal punishment may be administered by teachers in accordance with all applicable state and federal laws and Board policy. The Association will assist the Board in formulating and/or revising the policy.

D. Student Referral

Teachers are expected within their professional judgment to maintain discipline in the classroom and/or school. In cases of gross or sudden misbehavior of a student(s) such as, fighting, assault, temper outbursts, etc., the teacher is expected and authorized to do what in the teacher's judgment is necessary, including referring the student to the principal immediately.

E. Suspension and Expulsion Regulations

Procedures for suspension and expulsion of pupils from school shall be in accordance with the provisions of all applicable state laws and shall be distributed to students, teachers, and parents each year.

F. Assault on Teachers

If assaults on teachers or students do occur on school property, a teacher may use necessary and reasonable force to protect himself/herself or another teacher and/or student from possible injury provided the force used is reasonable under the circumstances.

The Director will cooperate with the teacher in the event of a civil or criminal proceeding as related to any such assault and shall assist the teacher with the handling of the incident with law enforcement and judicial authorities.

The Board, upon written request by a teacher, is to provide legal services for teachers who are charged with civil or criminal action arising out of and in the course of the performance of assigned duties and responsibilities. However, in any case in which the teachers(s) plead guilty or *nolo contendere* or is found guilty of any such action, the teacher shall reimburse the Board for any legal services which the Board may have supplied pursuant to this provision.

G. Recording of Referrals

The principal shall keep a written record of students who have been referred for disciplinary action.

H. Alternative School

As long as the Alternative School program is in existence, it shall be operated according to State/Board approved guidelines.

When there are no students assigned to the Alternative School, and the Alternative School teacher has no other assigned duties, the principal may assign additional professional duties. The Alternative School teacher shall not be assigned cafeteria supervision or classroom supervision except in an emergency situation and/or after efforts to acquire a substitute teacher have been exhausted.

ARTICLE VIII

Personnel Files

A. Contents

1. A teacher's personnel file is defined as the teacher's record maintained in the Administrative Building.
2. The school system agrees not to establish any separate personnel file which is not available for the employee's inspection.
3. Grievances, grievance answers, and material directly related to grievances shall not be maintained in personnel files.
4. No anonymous material shall be maintained in an employee's personnel file.

B. Maintenance

1. A teacher shall be mailed or given a copy of any adverse materials when it is placed in the teacher's personnel file.
2. A log will be maintained in the Administrative Building of people, other than Administrative Building employees and principals, requesting to see a personnel file(s).

C. Access

The teacher shall have the right to review and receive copies of material (at no cost) compiled in their personnel file, except for pre-employment references and reports, provided that the teacher notifies the Director or his designee in advance. The teacher shall be given an opportunity to prepare a written response to adverse material before it is placed in said personnel file and both shall be incorporated into the teacher's personnel file. If a response is not submitted within five (5) working days, after the teacher has been informed, the complaint shall be placed in the personnel file.

At the request of the teacher, material of a derogatory nature may be removed from his/her file after four years, provided there has not been a more recent incident of a similar nature. This does not include the removal of evaluation reports.

ARTICLE IX

Sick Leave Bank

The Association and the Board agree to administer a sick leave bank according to [TCA 49-5-801](#), [TCA 49-5-802](#), [TCA 49-5-803](#), [TCA 49-5-804](#), [TCA 49-5-805](#), [TCA 49-5-806](#), [TCA 49-5-807](#), [TCA 49-5-808](#), [TCA 49-5-809](#) and [49-5-810](#). See [Appendix A](#) for operating guidelines.

ARTICLE X

Leave of Absence

STATE BOARD OF EDUCATION – RULES AND REGULATIONS – [TCA 49-5-701](#)

- (a) The State Board of Education shall adopt rules and regulations setting up sick leave and personal and professional leave for the professional employees in the public schools of Tennessee, and for payment of substitute teachers.
- (b) The State Board of Education shall prescribe forms and procedures to be followed by the local Boards of education participating in the state leave plan. The State Commissioner of Education may withhold state leave funds from any participating system which fails to comply with the provisions of this section or the implementing rules and regulations of the State Board of Education.

A. General Leave Provisions

1. Applications for leave shall be submitted to the principal or immediate supervisor on a form provided by the Board. In the event of an unforeseen absence, every effort shall be made to contact the principal or immediate supervisor.
2. Leave of absence may be taken in increments of full or half days.

3. Teachers shall not be permitted or required to arrange for substitutes in the event of their absence.
4. Upon return from leave the professional employee shall complete a certificate of absence within three (3) days.
5. If at any time the reasons given for requesting leave have changed, the professional employee shall promptly notify the principal or immediate supervisor.
6. Upon return of the teacher within twelve (12) months, the interim teacher shall relinquish the position, and the teacher shall return to the position. If the leave exceeds twelve (12) months, the teacher shall be placed in the same or a comparable position upon return from leave. Failure or refusal of any teacher returning from Board approved leave to accept a written offer of assignment made to the teacher's last known mailing address removes any obligation of the Board to provide the teacher employment.
7. A principal may grant leave with pay for sudden, unexpected/sufficient reason occurrences demanding immediate attention for a brief period of time (not to exceed one (1) hour) provided the principal can make arrangements to cover the teacher's scheduled class(es) for that period of time. Leave beyond one (1) hour shall be taken as personal leave, sick leave, or leave without pay. During the period of time the leave is granted by the principal, the teacher shall not be considered absent without leave.

B. Civic Leave

1. Jury Duty Leave

- a. A professional employee duly subpoenaed to serve on jury duty shall receive his/her full salary provided he/she agrees to return to the Board all pay received for serving on jury duty.
- b. Reimbursement for transportation, if any, shall remain the property of the professional employee serving on jury duty.

2. Court Leave

- a. Court leave with pay shall be granted to professional employees, duly subpoenaed or summoned, for time necessary to make appearance in any court proceedings. The employee shall provide a copy of the subpoena or summons to his/her immediate supervisor.
- b. Professional employees are not entitled to court leave in cases where he/she is a plaintiff or a litigant against the School Board in a court of law or a state or federal agency.

3. Political Leave

A personal leave of absence without pay for up to twelve (12) weeks shall be granted to a professional employee for the purpose of campaigning for a public office for which he/she has officially qualified.

C. Extended Leave

1. Extended leave of absence shall be provided in accordance with state law ([TCA 49-5-704](#))

D. Personal Leave

A professional employee shall be allowed personal leave earned at a rate of one (1) day for each half year employed, which shall not accumulate from year to year except as provided by state law ([TCA 49-5-711](#)). A professional employee may take not more than two (2) days of personal leave prior to having earned it, but it shall be charged against his/her year's allowance.

If at termination of his/her services any professional employee has been absent for more days than he/she had earned, these shall be deducted from the final salary warrant of such professional employee an amount sufficient to cover the excess days used by the professional employee.

The Board agrees to grant a third (3rd) personal leave day for any full time certificated employee with ten (10) or more years experience. The Board granted personal leave day shall be the first personal leave day requested by the employee during a school fiscal year. The second and third day requested by an employee shall be the two (2) days granted under [TCA 49-5-711](#). The Board granted personal leave day shall be earned at the rate of one-half (1/2) day for each one-half (1/2) year employed. An employee may take the Board granted personal leave day prior to having earned it, but if, at the termination of the employee's services, the employee has not earned the day or portion thereof, there shall be deducted from the final salary warrant of such employee an amount sufficient to cover the excess day, or portion thereof, used by the employee. In no event shall the unused Board granted personal leave day accumulate beyond the fiscal year in which it is granted or be converted to sick leave.

All conditions as outlined in [TCA 49-5-711](#) shall apply to the Board granted personal leave day in identical language as it applies to the legislated personal and professional leave days.

1. Personal leave is intended to be used for personal reasons.
2. Subject to the following conditions, it can be taken at the discretion of a professional employee who shall not be required to give reasons for the use of any personal leave. The approval of the superintendent, his designee, or Board of Education shall be required under the following conditions:
 - a. If more than 10 percent (10%) of the teachers in any given school request its use on the same day, provided, however, on making this calculation any major fraction shall be considered as one (1);
 - b. If personal leave is requested during any prior established student examination period;
 - c. If personal leave is requested on the day immediately preceding or following a holiday or vacation period.
3. Except in an emergency, a professional employee shall give at least one (1) day's advance notice of intent to take personal leave.
4. Personal leave may not be granted in increments of less than one-half (1/2) day.

E. Professional Leave

Professional leave shall be used for those reasons which will benefit the school, the school system or the professional growth of the professional employee. A professional employee shall make a written request for professional leave to the principal or immediate supervisor, on a form provided, at least three (3) days in advance. This request shall include a full description of the particulars of the request. A professional employee upon recommendation of the principal or immediate

supervisor and approval of the director or his designee, may be granted up to five (5) days absence without loss of pay in any school year.

F. Bereavement Leave

A professional employee shall be allowed bereavement leave without loss of pay and not chargeable to accumulated sick leave.

Professional employees shall be eligible to use two (2) days per year for any bereavement other than for immediate family members. Four (4) days per occurrence may be used if the bereavement is for immediate family members (spouse, child, parent, sibling).

If more days for bereavement purposes are needed they shall be taken from accumulated sick leave days provided the deceased is among the members of the professional employee's immediate family.

Bereavement leave shall be subject to the following conditions:

1. No more than ten percent (10%) of the teachers in any given school shall be granted bereavement leave on the same day. In making this calculation any major fraction shall be considered as one (1).
2. If more than ten percent (10%) of the teachers in any given school request bereavement leave on the same day, the approval of the Director or his designee shall be required.

G. Sick Leave

1. State Law

Sick leave benefits shall be provided in accordance with the state law ([TCA 49-5-710](#)).

2. Notification of Accumulation

Each professional employee shall be given a copy of a written accounting of accumulated sick leave with the first pay check of the school year and then each month thereafter for the remainder of the regular school year.

ARTICLE XI

Complaint Procedure

Any complaint regarding an employee made to any member of the administration by a parent, student or other person external to the school system, which may be used in any manner when evaluating an employee's performance shall be promptly investigated. The employee shall be given ample time (at least 72 hours) to respond and meet with the person making the complaint in order that he/she may rebut the complaint unless the person making the complaint can by law remain anonymous. The employee may, if he/she so desires, have the building representative or a representative of his/her choice present at this or any meeting conducted by school officials involving the complaint. If the person making the complaint refuses to participate in the procedure (unless the person making the complaint can by law remain anonymous) and no additional documented evidence supports the allegation, no references will be made in the personnel file. If a statement is to be placed in the personnel file, the employee shall acknowledge that he/she has 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 Director and his/her designee and attached to all copies.

ARTICLE XII

Instructional Personnel Council

The Instructional Personnel Council, consisting of two teachers, who are MEA members, from each school elected by their respective faculties, will meet monthly from September through May as one means of communication between the Director and the teachers. At the September meeting, a calendar for the entire school year will be agreed upon by the committee. Instructional Personnel Council meetings shall not be cancelled without 24 hours prior notice (except in the event of an emergency) and shall be rescheduled within ten working days. The Director or designee shall notify each council member of any cancellation. A written summary of all Instructional Personnel Council meetings will be provided to each member of the council within fourteen (14) calendar days.

ARTICLE XIII

Transfers

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

A. Involuntary Transfer

No transfer will be made without prior discussion with the principal or principals involved. No teacher shall be transferred without being notified in person by the Director or designee at least five (5) days prior to the enactment of the transfer. At this meeting the teacher shall be advised of the reason for the transfer in writing.

If, after this meeting, the employee objects to the transfer, he/she may file a written statement of his/her objection with the Director no later than three (3) working days after being notified of the transfer. At the employee's request, a copy of the written statement shall be given to the Board and the employee shall be afforded the opportunity to appear before the Board for the purpose of stating his/her objections.

B. Voluntary Transfer

A change in teaching position from one school to another may be requested by any teacher by filing a written statement of such desire with the Director of Schools, with a copy to the building principals involved. The Director shall make the final decision concerning the request. The teacher shall be notified of the decision.

ARTICLE XIV

Vacancies

A. Notice of Vacancies

1. A list of known professional vacancies in the district shall be posted in the Administrative Building, on a designated site of the teacher mailbox area in each school building, and a copy sent to the Association president as soon as the vacancy is declared. Such notices shall remain posted at least five (5) days before the position is filled. If a vacancy occurs after school has started, the vacancy will be posted for two (2) days before the position is filled. If a vacancy occurs during the summer the vacancy will be posted for five (5) days before the position is filled.

2. Such notices shall contain the date of posting, a description of the position, name and location of the school, requirements of the position, name and and/or place to whom the application is to be returned and date by which the application is to be returned.

B. Requirements

1. In filling vacancies, preference shall be given to qualified employees already employed by the Board provided: (a) they make application for the vacancy within the required posting time limits and (b) they are certified or can be certified, without issuance of a waiver, for the position; and (c) they are highly qualified for the position as defined by No Child Left Behind legislation. Some qualities of a “qualified employee” may include, but not be limited to experience level, efficiency, competency, professional performance, and seniority. The retention of professional employees, welfare of children, and the total educational program shall be the guiding principles in the director’s selection of an applicant from within or without the system.
2. Vacancies which occur after the beginning of school shall be filled with an interim replacement having the proper certification to fill the position. The interim replacement shall serve for the remaining portion of the school year.

ARTICLE XV

Promotional Position

A. Definition

The Board and the Association agree that a promotional position is an administrative/supervisory position, including assistant principals/alternate principal positions, paying a salary differential above the regular teacher salary.

B. Notice

1. Notice of vacant or newly created promotional positions will be posted in a designated area in the teacher mailbox room in each school and sent to the Association president as soon as the vacancy is declared. Such notices shall remain posted at least ten (10) days before the position is filled.
2. Such notice shall contain the date of posting, a description of the position, qualifications for the position, the person to whom the application is to be returned, and the date by which the application is to be returned.

C. Requirements

1. Employees who desire to be considered for a vacant or newly created promotional position may file a written application for that position with the Director.
2. In filling promotional positions, preference shall be given to qualified employees already employed by the Board provided: (a) they make application for the vacancy within the required posting time limits and (b) they are certified or can be certified, without issuance of a waiver, for the position; and (c) they are highly qualified for the position as defined by No Child Left Behind legislation. Some qualities of a “qualified employee” may include, but not be limited to experience level, efficiency, competency, professional performance, and seniority. The retention of professional employees, welfare of children, and the total educational program shall be the guiding principles in the director’s selection of an applicant from within or without the system.

3. Qualified employees not selected for a promotional position shall be notified in writing within three (3) days following the selection.

ARTICLE XVI

Reduction in Force

A. Reduction in Force Procedure

1. When it becomes necessary to reduce the number of teaching positions in the system because of a decrease in enrollment or for other good reasons, the Board shall be empowered to dismiss such teachers as may be necessary.
2. The Board shall give the teacher, at the earliest date possible, written notice of dismissal explaining fully the circumstances or conditions making the dismissal necessary.
3. An employee on leave of absence shall be eligible for a reduction in force as though he/she were in active service.
4. An employee given a reduction in force as provided herein shall have the option of continuing membership in the Board's health insurance plan, while laid off by paying the full premium cost to the State of Tennessee Insurance Division, under the COBRA federal law up to a maximum of eighteen (18) months.
5. Subject to the total educational needs of the school system as assessed by the Director and approved by the Board, the employee with the least seniority in the certificated area affected shall be the first to receive a reduction in force, provided, however, that exceptions may be made due to program considerations, where additional certification is required.

B. Recall Procedure

1. Employees who are given a reduction in force as provided for in this Article shall be placed on a preferred employment list in accordance to [TCA 49-5-511](#). The right to remain on the preferred list for employment shall remain in effect until:
 - A. the teacher refuses a bona fide offer of reemployment for a comparable position within the LEA.; or
 - B. the director, after the teacher has been on the preferred list for reemployment for two (2) consecutive years, notifies the teacher in writing by April 1 of the second consecutive year that the teacher's name will be removed from the list. A written notification to the teacher's last known address shall meet the requirements of such notification. The teacher receiving such notification shall retain the right to stay on the preferred list for reemployment by notifying the director of schools in writing by April 15 or each subsequent year of the desire to stay on the preferred list for reemployment.
2. Subject to the total educational needs of the system as assessed by the director of schools, tenured employees on the preferred employment list in the affected areas shall be recalled in reverse order of their total length of service in the Manchester City School System, since the most recent date of permanent full-time employment, provided, however, that exceptions may be made due to program considerations, where additional certification is required.

3. Employees shall be notified of recall by certified mail. Within five (5) days of the receipt of the offer to return to employment, the employee shall accept the position in writing, or it shall be determined that he/she has declined the offer. It shall be the responsibility of each laid-off employee to keep the director's office informed in writing of any change in address.
4. If an employee declines an offer of recall as provided for in this section, either by action or inaction, the employee's name shall be placed at the bottom of the recall list. No further recall obligations shall be required for that employee until all other laid-off employees in the area of certification have been offered positions. An employee on Board approved leave shall be eligible for recall at the termination of his/her leave.
5. Employees affected by a reduction in force as provided in the Article, on their request, shall be placed on a special substitute list. As far as possible, personnel on this list shall be utilized both in day to day and long term substitute assignments before persons on the regular substitute list are called.

ARTICLE XVII

Working Conditions

A. Teacher Work Day

Except under unusual circumstances as determined by the Board, the normal school day for teachers shall begin at 7:45 A.M. and end at 3:15 P.M. All full-time teachers shall be on duty seven-and-one-half (7 1/2) hours per day. Nothing in this provision shall limit the right of the Board to assign duties before or after regular school hours. Whenever it is necessary to schedule extra duty assignments, the principal shall make a schedule of these assignments which will insure a fair and equitable distribution of the extra duty responsibilities among all professional members of his/her staff. The principal shall consider a teacher's preference in the scheduling and assignment of these duties.

B. Administrator Work Day

The work day of principals and other system-wide personnel not designated by the Board as Management shall be determined by the Board.

C. Planning Time

1. Full-time teachers shall have an assigned planning period daily. A planning period shall be defined as a scheduled period(s) of time during the day when the teacher is not responsible for students or subject to other duties.
 - a. Full-time teachers at Westwood Junior High shall have a daily planning period equal in time to at least one regular class period of instruction. Planning time in the Junior High School shall be continuous and equal in terms of length for all full-time teachers.
 - b. Full-time elementary school teachers shall have a minimum of 225 minutes per week for use as planning with no single period less than 25 minutes in length. For a week less than five (5) days, the planning time will be on a pro rata basis.
2. While planning time is intended for the purposes of preparation, nothing herein shall preclude a teacher from using planning time for conferences with parents, administrators or other teachers or giving assistance to pupil(s). Each principal shall insure that all

teachers in grades K-6, including specialty teachers, shall have fair and equitable distribution of their planning time.

On an infrequent basis, it may be necessary for a principal to assign duties during a teacher's scheduled planning period. The principal shall make an effort to insure a fair and equitable distribution of planning time for all teachers.

D. Lunch Periods

All full-time teachers shall have an equal daily duty-free lunch period to be at least the same amount of time as that allowed for students.

E. Faculty Meetings and Other Professional Meetings

Part of a teacher's professional responsibility is attendance at faculty, committee, and other professional meeting. Teachers may be required to remain after the regular work day not more than three (3) days per month for committee and other professional meetings called by the Administration provided two (2) days notice is given. Such meetings will be limited to one (1) hour in length. In emergency situations the Director may call a meeting without the required notice.

The Board agrees that faculty meetings shall have a clearly stated purpose and shall be scheduled at least two (2) working days in advance, except when extenuating circumstances prevent advance notice. Faculty meetings shall be limited for forty-five (45) minutes in length, beginning ten (10) minutes after the student dismissal time. Teachers may be required to attend not more than two (2) faculty meetings per month, except in extreme emergencies.

F. Pupil-Teacher Ratio

The Board and the Association agree that class size should be lowered whenever possible. The maximum standards concerning class size shall be in accordance with [TCA 49-1-104](#).

G. Assignment of Teachers

Each employed professional employee shall be given notice in writing by his/her principal of his/her class and/or subject assignment for the following year by May 15th.

In the event that changes in assignment are required, each employee affected shall be notified by his/her principal at least five (5) calendar days prior to the proposed change and consulted about the nature and extent of the change.

To the greatest extent possible, employees shall only be assigned to teach in areas for which they hold a valid teaching certificate issued by the Tennessee State Department of Education.

H. Work Year

The work year for teachers on a ten (10) month contract shall be 200 work days which consist of 180 student instructional days, 10 paid vacation days, 5 in-service days, 4 administrative days and one (1) parent conference day. The work year would change only if dictated by the State Board of Education and /or legislative law.

The work year for the principals and system-wide personnel not designated by the Board as Management Personnel shall be set by the Board.

I. Safe Working Environment

The Manchester Board of Education will maintain a safe working environment for employees at all times. If an employee has a concern about their safety in the working environment the following procedure will be used to report this concern:

1. The employee shall immediately notify the building principal. If the principal agrees that an unsafe condition exists, he/she shall take action within one (1) day to correct the situation.
2. If the principal does not feel an unsafe condition exists or if the employee feels the action taken does not remove the unsafe condition, the employee may submit his/her concern, in writing, to the director of support services. The director of support services shall investigate the situation and notify the employee of his/her findings and the action to be taken within three (3) working days.
3. If the employee does not agree with the findings of the director of support services, the concern shall be submitted within six (6) working days to a committee comprised of the Director of Schools, the Board of Education Chief Negotiator, the Principal of the school involved, the President of the Manchester Education Association, the MEA Chief Negotiator, and the MEA Building Representative of the school involved. This committee will determine the merit of the concern and take any further appropriate action and report their decision to the employee within (6) working days.

ARTICLE XVIII

Payroll Deductions

A. Authorization

Any employee who is a member of the Association or who has applied for membership, may complete a form authorizing annual payroll and Association dues deductions. The form shall be provided by the Board. The Board agrees that payroll deductions will be by the method utilized for payment of employee-authorized contributions to the credit union, tax sheltered annuity, cancer insurance, disability insurance, life insurance, and additional hospitalization and/or dental premium, if any, beyond the amount contributed by the Board for each participating employee. American Fidelity Assurance Company offers payroll deducted medical and dependent reimbursement and Section 125 pre-tax options.

If an approved company falters, the Board will not be held liable for the losses incurred by the participants.

The Association shall deliver to the Board or its designated agent, all completed authorization forms along with an alphabetical list of all teachers desiring dues deductions not later than fifteen (15) days prior to the first regular scheduled paycheck. The Board shall have no obligation to deduct dues for the current school year for forms or lists received after this date.

In the event a teacher's net monthly salary is insufficient to permit dues deductions for that month, the Board shall have no obligation to deduct dues for the month for said teacher.

A teacher may terminate any payroll deduction that is not subject to state or federal guidelines with fifteen (15) calendar days written notification to the Board or its designated agent. Others would have to meet guidelines as set forth by the controlling state or federal agency.

B. Deduction Procedure

Pursuant to the dues deduction authorization, the Board will deduct one-tenth of the total annual dues beginning with September and ending with June. The Association will certify to the Board

the total annual dues to be collected no later than fifteen (15) days prior to the first regularly scheduled paycheck.

C. Transmission of Dues

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

D. Direct Deposit Authorization

Contributions to the financial institution of the employee's choice will be transmitted on or before the fifteenth (15) of each month during the twelve (12) month period.

ARTICLE XIX

Insurance

A. Insurance

The Board will continue to offer an insurance program for its full-time employees and their families. This program shall include health insurance, life insurance, accidental death and dismemberment insurance, and dental insurance. The Board shall contribute an amount equal to the cost of the individual State Health Plan premium, chosen by the employee, for all full-time employees enrolled in the chosen insurance program. The Board shall also contribute an amount equal to the cost of the individual premium of the dental insurance, the life insurance, and the accidental death and dismemberment insurance. All insurance benefits under this insurance program shall be determined solely by the appropriate group policy(s) selected by the Board of Education and shall be payable solely by the insurance company(s) issuing the group policy. The stipulation provisions set forth in the group insurance policies shall be the sole governing factor in the administration and payment of benefits. No matter respecting the provision(s) of this insurance program shall be subject to the grievance procedure established in the Agreement.

The Association Insurance Committee will meet with the Director, prior to March 31, to make known their needs and suggested modifications to the insurance coverage.

B. Insurance Retirement Benefits

Certified employees of the Manchester City Board of Education who belong to the Tennessee Consolidated Retirement System will be eligible for medical insurance benefits based on the following criteria:

1. Must have a minimum of thirty (30) years vested in the T.C.R.S. and ten (10) years of service in the Manchester City Schools;

OR

2. Must have reached the age of sixty (60) with a minimum of ten (10) years of service in the Manchester City Schools;

AND

3. Must be employed with the Manchester City School System at the time of retirement

The Board shall pay fifty-five percent (55%) of the individual premium until age sixty-five (65) or until the employee is covered by Medicare or Medicaid if under the age of sixty-five (65). Employees who have previously retired and who met said requirements at the time of retirement shall also receive this benefit.

A written agreement delineating the conditions for participation will be required between the retiring employee and the Manchester Board of Education.

C. Workmen's Compensation

The Board shall maintain adequate workers' compensation coverage according to state statute. Sick leave benefits shall be paid to employees only when workers' compensation benefits are not involved. [TCA 50-6-108\(a\)\(b\)](#).

D. Section 125 Flexible Spending Account

Services provided through the Section 125 plan shall include medical reimbursement and dependent care.

Employees who have health insurance through their spouse may apply the local portion of their individual health insurance cost into a flexible spending account in accordance with the Flexible Spending Account agreement of July 7, 1997. ([See Appendix B](#))

ARTICLE XX

Salary and Wages

A. Salary Schedule

The teacher salary schedule, will be set forth in [Appendix C](#) within 30 days of ratification.

B. Placement on Salary Schedule

Each teacher shall be awarded full credit for allowable teaching experience and academic training as established under the State Board of Education's Rules Regulations and Minimum Standards ([Current 0520-01-02-.02](#)).

C. Method of Payment

1. Each teacher shall be paid in 12 equal installments. Teachers shall receive their checks, or notice of direct deposit, in a sealed envelope at their regular building and on a regular school day. When necessary for the teacher to be absent on payday, arrangements will be made by the teacher through the principal for receipt of his/her check. Summer checks or notice of direct deposit shall be mailed to the address on file in the office of the Director.
2. Each teacher shall be paid on the fifteenth (15th) of the month. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day whenever possible.

D. Administrative Salary Schedule

Principals salaries will be determined by the administrative scale as adopted by the Board.

E. Salary Supplements

The compensation for teachers who supervise paid supplemental duties shall be as shown in the Supplemental Pay Schedule ([Appendix D](#)). Salary supplements shall be reopened each year as part of salary, wages, and fringe benefits.

In the event a supplemental duty has been posted for the required period of time and no SDE licensed employee of the system applies for the position, the position will be open for application by volunteers working under a board approved contract for a minimum of \$1.00 per year and a maximum not to exceed the supplement as dictated in the Supplemental Pay Schedule ([Appendix D](#)). Due to Wage and Hour restrictions, currently employed classified personnel cannot be used in any position paying a supplement. Any supplemental position held by a volunteer shall be re-posted at the end of the school year. SDE licensed employee shall receive a supplement as dictated in the Supplemental Pay Schedule ([Appendix D](#)).

F. Tax Sheltered Annuity

The Manchester Board of Education will match a certified employee's contribution to a tax sheltered annuity up to \$45.00 per month for ten (10) months. The employee must contribute a minimum of \$25.00 per month for ten (10) months. All provisions of the matching annuity must meet the law as set forth in [TCA 49-2-208](#). The Manchester Education Association chose the matching annuity option in lieu of a \$250.00 across-the-board pay raise in 2002.

G. Employee Tuition Waiver

Children of employees of the Manchester Board of Education will have tuition fees waived.

ARTICLE XXI

Grievance Procedure

A. Definitions

1. A "Grievance" shall mean an allegation by a grievant, or the Association, that a specific section(s) of this Memorandum of Agreement has been violated, misinterpreted or misapplied.
2. A "Grievant" shall mean the member of the bargaining unit as stated in the grievance. The Association may file a grievance in cases that affect the Association's rights. Where there are multiple grievants to a single claim, the association may file the grievance along with the names of the other grievants.
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.

B. Informal Step

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Therefore, an employee who has a grievance shall meet with and discuss the grievance first with his immediate supervisor, in an effort to resolve the problem informally. The teacher may request to be accompanied by the building representative or designated alternate. This informal action shall take place within fifteen (15) days of the incident which is the basis of the grievance. In this informal action, the grievant shall verbally advise the principal or supervisor that the grievance procedure is being initiated, the particular section of the memorandum of Agreement alleged to

have been violated, and the relief sought. The principal or supervisor will respond verbally within three (3) days after the informal meeting.

C. Formal Steps

1. Step One

A grievant shall have the right to file a written grievance with his/her principal or immediate supervisor within six (6) days following the verbal response of the principal or immediate supervisor required in the informal step. The written grievance shall be on the agreed-to-form which has been made available at each building by the Board. [See Appendix E](#). The grievance shall contain a concise statement of facts, a reference to a specific section of the Memorandum of Agreement allegedly violated and the relief sought. The principal or immediate supervisor shall respond in the space provided on the form. Within six (6) days after receipt of said grievance, a copy of the completed form shall be sent by the principal or immediate supervisor to the grievant, the Association and the Director. If the grievance is not settled, it may be processed to Step Two of the Grievance Procedure as follows.

2. Step Two

The grievant or the Association shall request a hearing in writing to the Director within six (6) days after receipt of the first step answer. Within six (6) days after receipt of the written Step Two request, the superintendent or his designee shall meet with the grievant, his or her designated Association representative and such other as necessary to properly investigate the grievance. The Director or his designee shall reply in writing within six (6) days after the meeting. A copy shall be forwarded to the grievant, the Association and to the grievant's principal or immediate supervisor. If the grievance is not settled, it may be processed to Step Three as follows.

3. Step Three

The grievant may request an appeal in writing within six (6) days after receipt of the second step answer. Such appeal shall be filed with the Director with an indication that his decision is being appealed to the Board of Education. No later than twenty (20) days from the filing of such as appeal, the Board shall conduct a hearing on the matter. The Board's decision on the matter shall be rendered no later than the next regular Board meeting following the conclusion of the hearing. If the grievance is not settled, it may be processed to Step Four as follows.

4. Step Four

If a satisfactory settlement is not reached in Step Three, the Association may submit the grievance to advisory arbitration by notifying the Director in writing. The Director or his designee shall meet with the president of the Association or his/her designee for the purpose of selecting an impartial arbitrator. This meeting shall take place within five (5) days after receipt of the written request by the Association. If these parties cannot agree upon an impartial arbitrator, the president of the Association and Director shall sign a joint request form for a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service. Within ten (10) days of the list of arbitrators, a representative of the Association shall advise the Director of his designee that a representative of the Association is available to select an arbitrator to hear the grievance. First the Association, then the Board will alternately strike names from the list until only one name remains and this person shall act as the arbitrator. Either party may elect to reject the first panel.

The arbitrator shall be limited in making the determination as follows:

- a. The arbitrator shall have no power or authority to add to, subtract from, change, modify or alter in any way a limitation or obligation not explicitly provided for in this agreement.
- b. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy or rule.
- c. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.
- d. The decision of the arbitrator shall be advisory and the Board will act on the decision within thirty (30) days after receipt of the written decision.
- e. Should either party request a stenographic transcript of the proceedings, then the party will bear the full costs for said transcript. If both parties mutually agree to a stenographic transcript, then the cost of said transcript will be divided equally between the parties.
- f. All fees and expenses of the arbitrator shall be borne equally by the parties. Each party will bear its own costs for representation as well as all other expenses, including salary of any witness called before the arbitrator.

D. General Provisions

1. If at any step in the grievance procedure the grievance is not resolved, the grievant shall have the right to proceed to the next step.
2. The grievance may be withdrawn at any time, but that specific grievance may not be filed a second time.
3. If at any point during the processing of a grievance, the grievant elects to seek relief through a judicial or administrative agency proceeding, he/she shall waive the right to further pursue said grievance.
4. The Board and the Association shall assure the grievant, all persons involved and witnesses freedom from restraint, interference, coercion, discrimination or reprisal in the processing of his/her grievance.
5. The processing of grievances shall in no way interfere with the Board's ~~right~~ to carry out its management responsibilities.
6. Each grievance shall be filed on the grievance form, and there shall be the original and three copies.
7. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of the grievant.
8. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.

9. The time limits provided in this article shall be strictly observed unless extended by written agreement of the parties.
10. The Association may designate one representative and one alternate per building. Either may assist the grievant in processing a grievance.
11. If a principal alleges violation of this Agreement, he/she shall file a grievance directly with supervisor.
12. All grievances involving monetary items shall by-pass the first step and be filed directly with the Director
13. Any grievance by written mutual agreement of the Association and Board may be entered at a higher level
14. The Association president may grieve an alleged violation of the Association Rights granted by this agreement.

ARTICLE XXII

Saving Clause

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction then immediate negotiations will be entered into to agree upon a replacement provision . This replacement provision will be made a part thereof as an appropriate amendment to this contract. All other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIII

Duration

This Agreement shall be in effect as of July 1, 2009, and shall continue in effect until June 30, 2012. Negotiations may be reopened for salary, wages, and fringe benefits each year. Notice to negotiate re-openers shall be given in writing no later than ninety (90) days prior to June 30 of each year. Notification of the desire to begin negotiations for a new contract shall be given in writing by one party to the other no later than ninety (90) days prior to June 30, 2012.

In witness thereof, the Association has caused this Agreement to be signed by its President and Association Negotiator and the employer has caused this Agreement to be signed by its Board Chairman and Board Negotiator on this 13th day of July, 2010.

APPENDIX A

Manchester City Schools Manchester Education Association Sick Leave Bank

The Teacher's Sick Leave Bank shall operate within all rules and regulations of Tennessee Code Annotated, Title 49, Chapter 5, Part 8. Nothing contained herein shall supersede said [TCA 49-5-801](#), [TCA 49-5-802](#), [TCA 49-5-803](#), [TCA 49-5-804](#), [TCA 49-5-805](#), [TCA 49-5-806](#), [TCA 49-5-807](#), [TCA 49-5-808](#), [TCA 49-5-809](#) and [49-5-810](#).

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 from its membership, two (2) appointed by the Manchester Education Association from its membership, and the Director, who shall chair the Committee. The Committee shall be appointed and shall serve in compliance with the Statute ([TCA 49-5-804](#)).

PROVISIONS

1. Membership in the Sick Leave Bank is limited to those individuals who are certified teachers (as defined in [TCA 49-5-802](#)).
2. Eligible employees may join the Sick Leave Bank by donating three (3) sick leave days. The Committee may assess additional days(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 (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 may 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 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 from which the individual applicant would otherwise lose pay. Applicants may submit requests for extension of such leave grants before or after their prior grants expire. 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 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 Manchester 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 of 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 contributions 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. Grant 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, or the Workmen's Compensation law.
6. All requests to draw from the Bank must be made on the approved form and submitted to the committee within thirty (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.
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.
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. Monthly reports of the

conditions of the Bank must be submitted in approved format to the Business Office of the Manchester City 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.

APPENDIX B

Flexible Spending Account

- A. The Board shall continue to provide the local education medical insurance plan and shall contribute to the premium cost the state designated amount for individual and family coverage. In addition, the Board of Education shall establish a flexible spending account in a manner consistent with the requirements of Section 125 of the Internal Revenue Service Code. Any administrative charges for the establishment and maintenance of the plan shall be paid by the Board of Education.

- B. An employee who elects not to accept individual health insurance must meet the following requirements:
 - 1. Be insured under spouse's or other eligible insurance.
 - 2. Provide a letter from spouse's employer or other proof.
 - 3. Provide a copy of insurance card.

Then the Board shall provide employee the amount of local dollars which is determined by subtracting the state designated amount for individual coverage medical insurance in the state basic PPO plan from the total individual premium rate of the same plan. All local dollars shall be used at the employee's discretion within the framework of the flexible spending account. The flexible spending account consists of (a) Life, (b) Disability, (c) Cancer, (d) Medical Reimbursement (e) Dependent Care (f) Family Dental.

- 1. Premium payment of those group insurance coverages provided by the Board. The employee may contribute to this account through payroll deduction in accordance with Section 125 guidelines.

- 2. Payment of unreimbursed medical expenses as defined in Section 125. The employee may contribute to this account through payroll deduction in accordance with Section 125 guidelines.

- 3. Payment of dependent care costs as defined in Section 125. The employee may contribute to this account through payroll deduction in accordance with Section 125 guidelines.

APPENDIX C

Manchester City Schools

Teacher Salary Scale

2010 – 2011

Yrs Ex	BS	TOT BA	MA	TOT MA	MA +30	TOT MA+30	EDS	TOT EDS	DOC	TOT DOC
0	29215		32490		34615		36035		39165	
	5734	34949	5307	37797	5969	40584	5346	41381	4995	44160
1	29760		33060		35180		36590		39725	
	6553	36313	6498	39558	6899	42079	6389	42979	6032	45757
2	29760		33060		35180		36590		39725	
	6833	36593	6831	39891	7241	42421	6744	43334	6388	46113
3	30220		33585		35735		37185		40390	
	6699	36919	6712	40297	7072	42807	6567	43752	6156	46546
4	30805		34270		36445		37940		41235	
	6707	37512	6725	40995	7033	43478	6495	44435	6057	47292
5	31445		35015		37235		38735		42085	
	6730	38175	6716	41731	7048	44283	6479	45214	5974	48059
6	32275		35960		38235		39795		43240	
	6597	38872	6573	42533	6889	45124	6245	46040	5668	48908
7	32955		36740		39040		40650		44160	
	6572	39527	6539	43279	6835	45875	6198	46848	5531	49691
8	33915		37835		40185		41860		45500	
	6393	40308	6259	44094	6523	46708	5809	47669	5045	50545
9	34630		38645		41050		42770		46485	
	6335	40965	6225	44870	6407	47457	5701	48471	4876	51361
10	34780		38825		41240		42945		46660	
	6787	41567	6746	45571	6918	48158	6254	49199	5415	52075
11	35530		39665		42130		43865		47655	
	6703	42233	6664	46329	6844	48974	6108	49973	5219	52874
12	35695		39835		42290		44050		47855	
	7191	42886	7179	47014	7370	49660	6697	50747	5795	53650
13	36440		40700		43210		44990		48885	
	7127	43567	7104	47804	7246	50456	6619	51609	5666	54551
14	36610		40895		43385		45175		49060	
	7840	44450	7891	48786	8096	51481	7451	52626	6473	55533
15	37390		41770		44305		46150		50115	
	8001	45391	8108	49878	8243	52548	7601	53751	6567	56682
16	37390		41770		44305		46150		50115	
	8766	46156	8763	50533	9112	53417	8355	54505	7314	57429
17	38015		42500		45080		46965		51020	
	9180	47195	9317	51817	9275	54355	8403	55368	7279	58299
18	38015		42500		45080		46965		51020	
	9284	47299	9418	51918	9379	54459	8507	55472	7383	58403
19	38655		43235		45870		47795		51955	
	8816	47471	8864	52099	8779	54649	7869	55664	6665	58620
20	38655		43235		45870		47795		51955	

	8869	47524	8916	52151	8835	54705	7927	55722	6722	58677
25	38655		43235		45870		47795		51955	
	9371	48026	9417	52652	9337	55207	8429	56224	7226	59181
28	38655		43235		45870		47795		51955	
	9784	48439	9831	53066	9751	55621	8841	56636	7639	59594

APPENDIX D

Teachers – Paid Supplements

Position	Supplement
Jr. High Head Football Coach	Tier I
Jr. High Assistant Football Coach	Tier II
Jr. High Boys Head Basketball Coach	Tier I
Jr. High Girls Head Basketball Coach	Tier I
Jr. High Boys/Girls Head Golf Coach	Tier II
Jr. High Cheerleader Coach (Football & Basketball)	Tier I
Jr. High Boys Head Soccer Coach	Tier II
Jr. High Girls Head Soccer Coach	Tier II
Jr. High Athletic Director	Tier II
Jr. High Band Director	Tier II
Jr. High Girls Head Softball Coach	Tier II
Jr. High Baseball Coach	Tier II
Fixed Supplements	
Jr. High Yearbook Sponsor	\$750.00
Alternate Principal (CSES)	\$750.00
Alternate Principal (WES)	\$750.00
Elementary Boys Head Basketball Coach	\$500.00
Elementary Girls Head Basketball Coach	\$500.00
Elementary Cheerleader Coach	\$500.00

Tier I (\$100 increments after step 1 is figured with percent raise)										
Steps	1	2	3	4	5	6	7	8	9	10
Level 1	2505	2605	2705	2805	2905	3005	3105	3205	3305	3405
Tier II (\$75 increments after step 1 is figured with percent raise)										
Steps	1	2	3	4	5	6	7	8	9	10
Level 1	1489	1564	1639	1714	1789	1864	1939	2014	2089	2164
Fixed Supplements										
Jr. High Yearbook Sponsor				750						
Elementary Alternate Principals				750						
Elem Boys Head Basketball				500						
Elem Girls Head Basketball				500						
Elem Cheerleading Coach				500						

APPENDIX E

GRIEVANCE PROCEDURE FORM
MANCHESTER CITY SCHOOLS BOARD OF EDUCATION
MANCHESTER EDUCATION ASSOCIATION

Name _____ Home Phone _____
Last First MI

Immediate Supervisor _____ Work Location _____

Provision(s) Violated _____

Date of Violation _____

Description:

Redress Sought:

Signature Date

Step 1 Date Rec'd _____ Init. _____ Date Reply Rec'd _____ Init. _____

Disposition: Denied Granted

Reason:

Principal Date

If additional space is required, use the reverse side or attach a plain sheet of paper.

50-6-108. Right to compensation exclusive.

(a) The rights and remedies granted to an employee subject to the Workers' Compensation Law, compiled in this chapter, on account of personal injury or death by accident, including a minor whether lawfully or unlawfully employed, shall exclude all other rights and remedies of such employee, such employee's personal representative, dependents or next of kin, at common law or otherwise, on account of such injury or death.

(b) This section shall not be construed to preclude third party indemnity actions against an employer who has expressly contracted to indemnify such third party.

TRRMS 0520-1-2-.02 Salary Schedules

(1) The State Board of Education shall adopt annual salary schedule(s) for all licensed personnel; such salary schedule(s) shall be effective for all school systems.

(2) The salary of a licensed educator (except a substitute teacher who is teaching for a regular teacher on leave whose accumulated leave has not been exhausted) is determined by a combination of experience and academic training.

(3) Experience.

(a) Kinds of Recognized Experience.

1. Verified administrative, supervisory and teaching experience in public schools or in private schools approved by recognized accrediting agencies or approved by the Tennessee Department of Education or any Pre-K program funded by the Tennessee Department of Education.
2. Experience as a professional employee of the Office of Education Accountability, the State Board of Education or the State Department of Education;
3. Higher education teaching experience in an institution approved by a regional accrediting association;
4. U.S. Government service teaching programs;
5. Teacher exchange programs;
6. Experience as president of the Tennessee Education Association; and
7. Active military service in the armed forces of the United States shall be recognized. Military service in the Reserve or in the National Guard, other than active duty, shall not be counted.
8. Verified experience as a licensed/certificated speech-language pathologist or audiologist in settings other than public or private schools may be counted for salary purposes on the system-wide salary schedule if approved by the local director of schools.

(b) The burden of proof of experience rests with the individual teacher.

(c) Amounts of Experience.

1. During any one fiscal year (July 1 through June 30) not more than ten months of experience may be counted. The number of years' teaching experience shall be determined by dividing the total number of months taught by ten. A fraction of five or more months shall be counted as a full year's teaching experience.
2. Not more than five years' experience in the armed forces of the United States shall be counted.
3. College or university teaching experience shall be based upon the teaching load carried by a full-time teacher as certified by the college official in charge of teachers' records.

(4) Training.

(a) College or university course work must be completed on or before August 31 of the current school year to be counted toward the academic training factor in salary calculation.

Documentation of changes must be filed with the State Department of Education on or before December 1 of the current school year.

(b) For those teachers employed after the opening of the regular school term, credits earned after August 31 shall be granted, provided such teachers are rated on the basis of academic training earned at the time of employment.