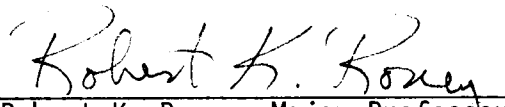
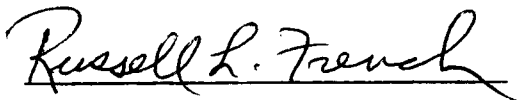


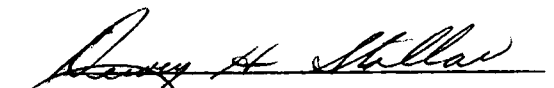
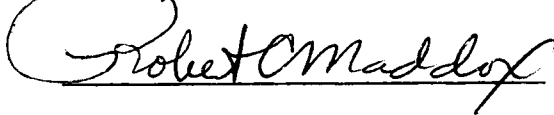
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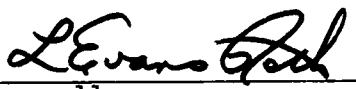

Robert K. Roney, Major Professor

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Vice Chancellor
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A CONTENT ANALYSIS OF TENNESSEE CONTRACTS BARGAINED THE
FIRST YEAR AFTER INITIAL PROFESSIONAL
NEGOTIATIONS LEGISLATION

A Dissertation
Presented for the
Doctor of Education
Degree
The University of Tennessee, Knoxville

John Boy O'Dell
December 1980

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DEDICATION

This dissertation is dedicated in memory of

Mr. James E. O'Dell

and in honor of

Mrs. Charlsie S. O'Dell and Dr. and Mrs. W. T. Mathes, Jr.

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The author expresses genuine appreciation to Dr. Robert K. Roney, who gave encouragement, advice, and helpful direction throughout this study. Gratitude is also expressed to the other members of the committee: Dr. Dewey Stollar, Dr. Russell French, and Dr. Robert Maddox.

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ABSTRACT

The purpose of this study was to analyze the components of contracts negotiated in Tennessee in 1979-80, the first year after initial collective bargaining legislation. The study was designed to address four specific questions:

1. What was the scope of topics included in forty-seven of the forty-eight contracts negotiated by March 1, 1980, in the State of Tennessee?
2. Which of the forty-seven contracts addressed the eight topics mandated by the Educational Professional Negotiations Act?
3. What differences existed between the scope of topics of the forty-seven contracts and the scope of topics included in a National Education Association topical outline?
4. What were the categories in each topic in the negotiated contracts and what was the frequency of each category?

Contracts were gathered from forty-seven of the forty-eight school systems in Tennessee which had completed negotiations by March 1, 1980. A list of all topics was gleaned from the contracts and topic frequencies were compiled. Relevant topics were classified according to the eight areas mandated in the Educational Professional Negotiations Act. Topics were also classified according to the classification system used by the National Education Association for its nationwide survey. Data gleaned from the contracts were categorized through a content analysis. Within the content analysis framework, topics were identified and precise categories within each topic were established. Frequencies were compiled of both topics and categories.

A wide range of topics was found in the contracts. The eight areas mandated by the Tennessee law were included in most of the negotiated agreements. In addition, most contracts encompassed much more than those areas mandated by law.

The negotiated contracts contained more than two-thirds of the categories included in the National Educational Association outline. Most of these categories concerned working conditions and organizational benefits, while only a few concerned the instructional program. A number of miscellaneous provisions were found, however, that related to conditions and personnel unique to individual systems.

Local concerns were evident in the contracts and there was evidence of good faith bargaining in a substantial number of school districts across the state. State and national influences were also evident in the negotiated agreements and Tennessee appeared to follow negotiating trends in other states.

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CHAPTER I

INTRODUCTION TO THE STUDY

I. INTRODUCTION

Collective bargaining in education, a relatively recent phenomenon, generally encompasses more than the private sector demands of higher wages and better working conditions. Teacher groups have expanded their goals beyond financial welfare to a contest for professional power. Teachers have developed a propensity to seek control of the administrative decisions which affect them and to engage in a power struggle with school boards to determine the governing structure of the profession.¹

State legislation allowing educational collective bargaining has substantially increased in recent years. By 1978, twenty-four states had enacted legislation permitting collective bargaining and seven states had "meet and confer" statutes. This legislation has resulted in a legitimized authority for teachers to gain input into areas formerly controlled by school boards. Significant variations exist, however, in the allowable scope of bargaining activity. Some states set only broad guidelines for bargaining, some specify mandatory subjects of bargaining, and others specify areas not to be bargained.²

¹Ross A. Engel, "Teacher Negotiations: History and Comment," Anthony M. Cresswell and Michael J. Murphy (eds.), Education and Collective Bargaining (Berkeley: McCutchan Publishing Corporation, 1976), pp. 22-23.

²Charles T. Kerchner, "From Scopes to Scope: The Genetic Mutation of the School Control Issue," Educational Administration Quarterly, XIV (Winter, 1978), 65.

The Tennessee General Assembly enacted a professional negotiations law in March, 1978. The Educational Professional Negotiations Act allows professional employees to form organizations for the purpose of bargaining with school boards. The law does not restrict the scope of bargaining, but explicitly mandates that school boards and professional organizations negotiate salaries, grievance procedures, insurance, fringe benefits, working conditions, leave, student discipline procedures, and payroll deductions.³

II. STATEMENT OF THE PROBLEM

Very little research was available concerning the results of the initial collective bargaining period in Tennessee under the Educational Professional Negotiations Act. Also, an insignificant amount of factual information was available concerning the similarities and differences in the negotiated contracts and the types and number of topics included in the contracts. Consequently, school boards and administrators were unable to compare and contrast the negotiated contracts and subsequently were not cognizant of trends in bargaining.

III. PURPOSE OF THE STUDY

The purpose of this study was to analyze the components of the written contracts which were bargained in 1979, the first year of negotiations in Tennessee. The primary emphasis was to determine the categories of content and their frequency. This study also sought to

³Tennessee Code Annotated, Chapter 55, Sections 49-5501 and 49-5510.

ascertain the total number of topics in the contracts and their frequency, the issues which were included and not included in the contracts based on a topical outline devised by the National Education Association, and whether the contracts addressed the eight areas mandated in the Tennessee law.

IV. SIGNIFICANCE OF THE STUDY

A second year of negotiating was underway in the state of Tennessee and little research was available which revealed tangible consequences of the first year's bargaining activity. School systems needed sufficient facts to compare their contracts with those of other systems in the state. Administrators and board members must be aware of developments and trends in bargaining activity as evidenced by negotiated contracts. A contract settlement reflects changes in school governance as well as changes in the relationships between teachers and boards. A special need for this knowledge existed in Tennessee, due to the relative inexperience of administrators and board members in dealing with the negotiations process.

V. ASSUMPTIONS

1. The content analysis technique was an appropriate method of assessing trends and developments in negotiated contracts.
2. Contract language could be sufficiently interpreted for identification of categories and topics.
3. Each contract was complete.
4. Objective treatment of the data in the contracts provided the basis for conclusions.

VI. DELIMITATIONS

1. This study was delimited to forty-seven of the forty-eight written contracts which were completed by March 1, 1980.

2. This study was delimited to those contracts that resulted from first-year negotiations as required by the Educational Professional Negotiations Act and excluded any "grandfathered" contracts.

VII. DEFINITION OF TERMS

The American Arbitration Association is a private, non-profit organization that maintains a nation-wide panel of impartial arbitrators to serve in industrial and other personnel disputes.

The American Federation of Teachers (AFT) is a teacher organization affiliated with the AFL-CIO, and which models itself upon trade unions.

Arbitration is the settlement of disputes or grievances by a person or persons chosen to hear both sides and come to a decision. Arbitration settlements are termed advisory if the parties are not obligated to accept the decision and binding if the parties are obligated to accept the decision.

An Association is a local organization of teachers affiliated with the Tennessee Education Association and the National Education Association.

A Bargaining Unit or Negotiating Unit includes the professional employees represented by the recognized union/association.

Board means the local school district board of education.

A Building Representative is an employee who works in a particular school and who is designated by the association/union as its representative in that school.

Category is a term utilized in this study which refers to specific concepts found in the topics in the negotiated contracts: e.g., within the grievance procedure, binding arbitration and the scope of a grievance are categories.

Collective Bargaining or Professional Negotiations is a process of negotiating an agreement between the employer and the association/union concerning the wages, hours, and conditions of employment of the employees in the bargaining unit.

Content Analysis is the objective, systematic, and quantitative description of the manifest content of communication. Content analysis was used in this study as a technique for identifying categories within the topics in the negotiated contracts and recording the frequency of these categories.

A Contract is a written agreement arrived at as a result of negotiations between a school board and an employee organization.

Dues Deduction or Checkoff refers to the deduction of association/union membership fees from the salaries paid to the employee.

The Exclusive Representative is the employee organization which is chosen by a majority of the teachers to represent them and which subsequently gains recognition by the school board to act in accordance with the law on behalf of all the employees of the school board who are in employment categories covered by the law.

Fact-Finding is the investigation of an existing dispute by an individual, panel, or board with the fact-finder submitting a report to the parties describing the issues involved.

The Federal Mediation and Conciliation Service is an independent federal agency created in 1947 under the Taft-Hartly Act to provide mediators for labor-management disputes. In 1973, it extended its jurisdiction to public sector disputes.

Good-Faith Bargaining is the type of bargaining an employer and an association/union must engage in to meet their bargaining obligations. The parties are required to meet at reasonable times and to confer openly with respect to wages, hours, and other conditions of employment. Neither party, however, is required to agree to a proposal or to make a concession.

A Grievance Procedure is a method of dealing with a grievance by an individual or by an association/union, which allows the work place to operate without interruption. The procedure generally provides for discussion of the grievance at progressively higher levels of management and may or may not conclude with arbitration.

Hold Harmless refers to a statement releasing the board from liability from association/union use of school facilities, equipment, and communications systems.

Impasse refers to a situation in which the parties in negotiating session cannot reach agreement.

Management Personnel include those professional employees certified by the board of education to represent it in the negotiating process. The Tennessee negotiations law mandates that management

personnel be selected from those employees who devote a majority of their time to the system wide area or areas of personnel management, fiscal affairs, or general management.

Mediation is a third-party attempt to reconcile the differences between disagreeing parties by finding some middle ground on which the controversy can be voluntarily settled.

The National Education Association is a professional association with members being administrators and teachers.

A Professional Employee is any person employed by a local board of education in a position which requires a certificate issued by the state department of education for service in the public schools.

Saving Clause or Separability means a statement or statements which provide that any part of the contract in conflict with the law or legal decisions will be considered invalid, but all other parts of the agreement will remain in full effect.

A Topic is a specific term used in this study which refers to provisions in the negotiated contracts: e.g., leave of absence for personal illness and management rights are two topics which may appear in a contract.

Waiver Clause or "Zipper" refers to a statement which indicates that the parties waive the right during the term of the contract to reopen negotiations on any matter not specifically referred to in the agreement.

VIII. RESEARCH QUESTIONS

This study addressed the following research questions:

1. What was the scope of topics included in forty-seven of the forty-eight contracts negotiated by March 1, 1980, in the State of Tennessee?

2. Which of the forty-seven contracts addressed the eight topics mandated by the Educational Professional Negotiations Act?

3. What differences existed between the scope of topics of the forty-seven contracts and the scope of topics included in a National Education Association topical outline?

4. What were the categories in each topic in the negotiated contracts and what was the frequency of each category?

IX. PROCEDURES

The initial written contracts from forty-seven Tennessee school districts served as primary data for this study. The contracts were made available from individual school districts and the Tennessee School Board Association. The data obtained from the written contracts were treated in the following ways:

1. A list of all topics and their frequency was compiled.

2. Relevant topics were classified according to the eight areas mandated in the Educational Professional Negotiations Act.

3. Topics were classified according to the classification system used by the NEA Research Division for its nationwide survey.

4. Content analysis was used to analyze the data in the contracts. Berelson defined content analysis as "a research technique for the objective, systematic, and quantitative description of the manifest content of communication." He listed the following conditions for

content analysis to be a viable process for analyzing communication:

1. It should be limited to the manifest content.
2. The categories of the analysis should be defined so precisely that different analysts can apply them to the same body of content and secure the same results.
3. All of the relevant content is analyzed in terms of all the relevant categories.
4. The extent of relative emphasis and omission should appear in the content analysis.⁴

In keeping with Berelson's approach, the content analysis was accomplished through the following procedures:

1. Topics were identified.
2. Precise categories were established within each of the identified topics.
3. Relevant items and statements appearing in the contracts were identified and entered under appropriate categories.
4. The frequency of each identified category was compiled.

X. ORGANIZATION OF THE STUDY

This study is organized into four chapters. Chapter I introduces the study, states the problem, explains the purpose and significance of the study, and lists the assumptions and delimitations of the study. Definitions of terms, research questions, procedures and the organization of the study are also included in Chapter I.

⁴Bernard Berelson, Content Analysis in Communication Research (New York: The Free Press of Glencoe, 1952), pp. 16-18.

Chapter II contains a review of literature related to the problem. Influences on the scope of negotiated contracts and current trends and developments are discussed.

Chapter III reports the findings and contains the analysis of the data.

Chapter IV reports summary, conclusions and recommendations.

CHAPTER II

REVIEW OF LITERATURE

A historic overview of collective bargaining in education, related legislative and judicial activities, and the scope and effects of negotiated contracts are included in this section. In addition, the Tennessee Education Professional Negotiations Act is described as well as events leading to its passage.

I. HISTORIC OVERVIEW

Collective bargaining in education grew substantially in the 1960's and 1970's. This surge of bargaining activity was evidence of a general rise in collective bargaining throughout the public sector. Several factors combined to provide a climate conducive to public sector collective bargaining. These included legislative enactments, Executive Orders 10988 and 11491 by Presidents Kennedy and Nixon, and a number of judicial rulings.⁵

Evidence of teacher proclivity toward collective action was minimal until the early 1960's. Some early organization activities included the first teachers' organization in 1794 in New York City and the first teachers' labor union, established in San Antonio, Texas in

⁵Steven J. Knezevich, Administration of Public Education (New York: Harper and Row Publishers, 1925), p. 465; see also I. H. Helburn, "The Scope of Bargaining in Public Sector Negotiations: Sovereignty Reviewed," Journal of Collective Negotiations in the Public Sector, III (Spring, 1976), 147-163.

1902.⁶ Evidence of early bargaining activities were the first teacher-school board contract signed in Bensld, Illinois and the first major teachers' strike which occurred in Norwalk, Connecticut in 1946.⁷ The major thrust in collective bargaining for teachers, however, came with the events that occurred in New York City in the early 1960's.⁸

In 1960, the New York Teachers Guild, an affiliate of the American Federation of Teachers, merged with a militant organization known as the High School Teachers Association. This newly formed group, the United Federation of Teachers (UFT), sought a representation election to ascertain which of many existing teacher organizations in the city would represent the teachers in the New York City School System.

Although the New York City Board of Education openly agreed in principle with collective bargaining, it was accused by the UFT of delaying a representation election. Thus, the UFT called a strike for November 7, 1960, and nearly 4600 teachers stayed out of classes. The strike was quickly settled when the board agreed to appoint a fact-finding committee to investigate the issues.

Two salient recommendations of the commission appointed by the board were that teachers should be polled to ascertain support for

⁶Ben Brodinsky, "Teacher Power: Can You Trust It?" The National Elementary Principal, LVIII (March, 1979), 22.

⁷Robert G. Andree, The Art of Negotiation (Lexington, Massachusetts: D. C. Heath and Company, 1971), p. 161; see also Brodinsky, "Teacher Power: Can You Trust It?" 22.

⁸David Strom, "Teacher Unionism: An Assessment," Education and Urban Society, XI (February, 1979), 155.

collective bargaining and that a representation election should be held. The collective bargaining referendum results indicated strong support for bargaining. The representation election in effect became a struggle between the UFT and the Teachers Bargaining Organization (TBO), backed by the National Education Association. The UFT gathered twice as many votes as the TBO in winning the election.⁹ Following the New York City representation election, both the AFT and the NEA began intense campaigns to organize public school teachers across the nation.

The evolution of collective bargaining in education closely paralleled the organizational efforts of the National Education Association (NEA) and the American Federation of Teachers (AFT). NEA became a formal organization in 1870 as the result of a merger of the National Association of School Superintendents, the American Normal School Association, and the National Teachers Association. The first indication of NEA's interest in salaries and teacher welfare was in 1905, when it published a report on teachers' salaries. Prior to World War II, however, the NEA did not call for any collective action on the part of teachers.¹⁰

In 1947, NEA adopted in theory the principle of collective bargaining. Active support for actual bargaining, however, was minimal.

⁹Myron Lieberman and Michael H. Moskow, Collective Bargaining for Teachers (Chicago: Rand McNally and Company, 1966), pp. 35-40.

¹⁰Gary A. Moore, Some Salary Effects of Professional Negotiations in the Public Schools (Lincoln: University of Nebraska, 1975), p. 6.

As late as 1961, Lieberman described NEA as an organization dominated by administrative personnel.¹¹

The events in New York City appeared to precipitate a major departure from NEA's traditional views concerning collective bargaining. Professional negotiation became official NEA policy at the Denver Convention in July, 1962. Negotiation was viewed by NEA as significantly different from private sector collective bargaining, however, and machinery for settling private sector disputes was seen as inappropriate for professional negotiations in public education.¹²

NEA leaders in the 1960's promoted the concept of professional negotiations as opposed to collective bargaining. Samuel Lambert, NEA executive director, suggested that teachers, by virtue of their education and expertise, had an interest in the quality of education provided which was not evident in either the private sector or other public sector areas. In addition, teachers were the best equipped to aid in decision-making in relation to educational policy and educational mission. Lambert suggested, however, that board members should have the major input on decisions concerning economics.¹³

By the late 1970's, NEA had adopted much of the language and activities of private sector unions. The 1976 NEA Resolutions declared

¹¹Myron Lieberman, "The Future of Collective Negotiations," Phi Delta Kappan, LIII (December, 1971), 214.

¹²David L. Kirp, "Collective Bargaining in Education: Professionals as a Political Interest Group," Journal of Public Law, XXI (January, 1972), 323.

¹³"Samual Lambert's Report on Negotiation Legislation," Readings in Public School Collective Bargaining, II (Washington, D. C.: Educational Service Bureau, Inc., 1971), pp. 4-6.

that all local affiliates and governing boards needed contracts to establish and improve working conditions. The Resolutions included a statement which advocated the use of the strike and the inclusion of an agency shop provision in negotiated contracts.¹⁴

The 1979 NEA Reports indicated the extent of NEA involvement in collective bargaining nationwide. According to the Reports, NEA was committed to assist all school districts in negotiating contracts. This assistance was offered through training programs for UniServ staff and local leaders and a national system for bargaining support. State affiliates were assisted in developing state legislation, and a federal collective bargaining law was declared NEA's highest nonfiscal priority.¹⁵

Statements by NEA leaders in the 1970's reflected NEA's adoption of the private sector bargaining model. In 1979, Terry Herndon, Executive Secretary of the NEA, declared that the private sector model was most appropriate for education and that legislation which prohibited strikes was unenforceable and thus should be abolished.¹⁶

The American Federation of Teachers, an affiliate of the AFL-CIO, began in 1916. AFT was created as a result of a movement initiated by teachers in several large cities, including Chicago, Gary, Oklahoma City,

¹⁴National Education Association, Reports on Implementation of Actions of the 1975 Representative Assembly, 1976.

¹⁵National Education Association, Reports on Implementation of the 1978 Representative Assembly, 1979.

¹⁶Terry Herndon, "The Case for Collective Bargaining Statutes," Phi Delta Kappan, LX (May, 1979), 651-52.

Scranton and Washington, D. C. Stinnett suggested that AFT's ties to organized labor were originally sought by the AFT, due to a feeling of helplessness by teachers in large cities where political climates were unfavorable toward education.¹⁷

Membership in the AFT grew to 10,000 by 1919, but was reduced to 3,500 by 1927, mostly due to organizational efforts by NEA.¹⁸ The greatest growth periods of the AFT were in the 1930's, 1940's, and 1960's.¹⁹ AFT membership was concentrated in the Mid-west and middle Atlantic states, with most teachers working in the larger cities, especially New York.²⁰ Moore and Marshall found that in 1965, 74 percent of teacher union members were from city systems while only 22 percent were from suburbs.²¹

The significant successes in New York City in the 1960's resulted in a substantial rise in AFT membership. Following these successes, AFT gained popularity nationwide, especially in the large cities.

¹⁷T. M. Stinnett, Turmoil in Teaching: A History of the Organizational Struggle for America's Teachers (New York: The Macmillan Company, 1968), pp. 18-19.

¹⁸Edward B. Shills and C. Taylor Whittier, Teachers, Administrators and Collective Bargaining (New York: Thomas Y. Cromwell Company, 1968), p. 22.

¹⁹William J. Moore and Ray Marshall, "Growth of Teachers' Organizations: A Conceptual Framework," Journal of Collective Negotiations in the Public Sector, II (Summer, 1973), 272.

²⁰William J. Moore, "Geographic Concentration of Teacher Union Membership," Journal of Collective Negotiations in the Public Sector, III (Winter, 1974), 62.

²¹Moore and Marshall, "Growth of Teachers' Organizations," 276.

Union membership increased from 4 percent to 10 percent of all teachers from 1960 to 1970.²² From 1969 to 1979, the AFT claimed to double their membership to a total of 519,279.²³

Early AFT leaders did not condone the strike. They felt that the support of organized labor would facilitate their efforts to the extent that the strike would not be needed. In the 1960's and 1970's, however, AFT supported the use of the strike and advocated closed shop agreements and complete adoption of the private sector collective bargaining model.²⁴ Charles Cogan, 1965 president of AFT, explained the basic tenets of teacher collective bargaining and the AFT. He claimed that AFT was responsible for the labor movement in education. In addition, he chastized the NEA practice of allowing administrators into the bargaining unit. Finally, he postulated that AFT efforts had made unionism and professionalism compatible.²⁵

By 1979, AFT had a budget of \$13.6 million, with a five million dollar militancy fund to assist locals on strike.²⁶ The AFT philosophy toward collective bargaining in the 1970's was most often promulgated by Albert Shanker, president of the UFT in New York City in the 1960's and of the AFT in the 1970's. Shanker wrote that teachers had traditionally been a powerless group and that they were now beginning to

²²Ibid., 272.

²³Martin H. Dodd, Professional Workers and Unionization: A Data Handbook (Washington, D. C.: AFL-CIO, 1979), p. 37.

²⁴Engel, "Teacher Negotiations: History and Comment," 26.

²⁵Charles Cogan, "Speaking for Collective Bargaining," School Management, IX (November, 1965), 73.

²⁶Brodinsky, "Teacher Power: Can You Trust It?" 22.

take power from school boards. He declared that power was never given but rather must be taken.²⁷

In 1979, Shanker postulated the reasons for collective bargaining in education. He declared that the chief goal of bargaining was to allow teachers to participate in decisions concerning wages, hours, and working conditions. He suggested that, although the profession and students may benefit from bargaining, this was not the primary reason for its use.²⁸

Both NEA and AFT have supported an expanded scope of bargaining. Many NEA affiliates had a goal in the 1970's of "all matters which affect the quality of the educational program." The AFT meanwhile advocated bargaining concerning "anything that affects the working life of a teacher."²⁹

II. THE LEGAL STRUCTURE FOR COLLECTIVE BARGAINING

Collective bargaining for teachers has several legal bases. These include legislation, judicial rulings, attorney general opinions, and constitutional statements.³⁰

²⁷James W. Guthrie and Patricia A. Craig, Teachers and Politics (Bloomington, Indiana: Phi Delta Kappa Educational Foundation, 1973), p. 25.

²⁸Albert Shanker, "A Reply to Myron Lieberman," Phi Delta Kappan, LX (May, 1979), 654.

²⁹Thomas P. Gilroy and others, Educator's Guide to Collective Negotiations (Columbus: Charles E. Merrill Publishing Company, 1969), p. 21.

³⁰"Public Employee Bargaining," Topical Law Reports, I (Chicago: Commerce Clearing House, 1979).

Wisconsin became the first state to pass a collective bargaining law affecting teachers in 1959. By 1968, an Education Commission of the States (ECS) study found that seventeen states had enacted such legislation. By 1975, ECS found that thirty states had either mandated bargaining statutes or meet and confer legislation.³¹ Helburn found that in 1974, eighteen states had bargaining legislation which separated teachers from other groups of professionals.³² By 1979, thirty-two states had established some type of legal basis for collective bargaining for teachers.³³ Table I presents the legal status of bargaining in each state as of May 1980.

Nine states enacted collective bargaining legislation in 1965. From that year to 1980, twenty-three states enacted legislation. Lieberman and Moskow suggested that the sudden rise in legislation was a result of such factors as intense organizational efforts of NEA and AFT following the events in New York City, changes in teacher attitudes, the emergence of larger school districts, the "snowball effect," and developments outside of education.³⁴

³¹Charles F. Faber and Donald L. Martin, Jr., "Two Factors Affecting Enactment of Collective Bargaining Legislation in Public Education," Journal of Collective Negotiations in the Public Sector, VII (Spring, 1979), 152.

³²I. B. Helburn, "The Scope of Bargaining in Public Sector Bargaining: Sovereignty Reviewed," Journal of Collective Negotiations in the Public Sector, III (Spring, 1974), 153.

³³Douglas E. Mitchell, "The Impact of Collective Bargaining on Public and Client Interests in Education," Teachers College Record, LXXX (May, 1979), 695.

³⁴Lieberman and Moskow, Collective Negotiations for Teachers, pp. 55-61.

TABLE I
THE LEGAL BASIS FOR COLLECTIVE BARGAINING FOR TEACHERS
IN THE STATES*

State	Legal Basis for Bargaining
Alabama	Law requires county boards and city boards of education to "consult" with professional organization before prescribing rules and regulations for the conduct and management of the schools.
Alaska	Each city, borough and regional school board must negotiate with certificated employees.
Arizona	School boards may not use the collective bargaining process.
Arkansas	Attorney General's Opinion allows bargaining between public employees and their employers, but Arkansas Supreme Court has ruled that a public employer has no duty to bargain.
California	The Rodda Act provides for collective negotiations between employer and exclusive representative of employees.
Colorado	The state has no statute dealing with public employee bargaining. The Colorado Supreme Court has ruled that a school board's participation in bargaining was an unlawful delegation of its authority.
Connecticut	Legislation allows all organizations seeking to represent teachers to participate in discussions with respect to salaries and conditions of employment. Where an exclusive representative exists, the town or regional school board must negotiate in good faith.
Delaware	The Collective Bargaining for Public School Employees Act requires negotiations between school board and the exclusive representative of the teachers.
Florida	Legislation requires negotiations between school boards and exclusive representative of teachers and the execution of a written contract.
Georgia	No legislation or case law exists concerning bargaining for teachers.

TABLE I (Continued)

State	Legal Basis for Bargaining
Hawaii	Legislation requires good faith bargaining and a written agreement. In addition, a meet and confer obligation exists with regard to certain subjects.
Idaho	Legislation requires teacher employers to bargain in good faith.
Illinois	No legislation exists. An Executive Order allows collective bargaining.
Indiana	Legislation requires school boards to negotiate with certificated employees. In addition, school employees and employers have the obligation to meet and confer over certain items.
Iowa	Legislation requires public employers and exclusive representative to negotiate when representative is certified by employees.
Kansas	Legislation and Kansas Supreme Court require that school boards and recognized employee organization negotiate in good faith and execute a written contract.
Kentucky	No legislation exists. Attorney General's Opinion ruled that negotiation rights cannot be granted by executive order.
Louisiana	No legislation dealing with public sector bargaining.
Maine	Legislation requires good faith bargaining and execution of written contract between school boards and teachers. In addition, a meet and confer obligation exists concerning certain subjects.
Maryland	Legislation requires that school boards negotiate with both certificated and non-certificated employees and execute a written contract with both groups.
Massachusetts	Legislation requires negotiations and execution of written contract between school boards and teachers.
Michigan	Legislation requires negotiations between school boards and exclusive employee organization.

TABLE I (Continued)

State	Legal Basis for Bargaining
Minnesota	Legislation requires public employers to negotiate and execute a written contract. In addition, an obligation exists to meet and confer.
Mississippi	No legislation exists concerning collective bargaining for public employees.
Missouri	School boards and teachers may meet and confer, but teachers are prohibited from forming labor organizations and from engaging in the statutory bargaining procedures.
Montana	Mutual obligation to meet and confer and execute a written contract.
Nebraska	Legislation provides for meet and confer obligation only after employee organization submits request. No obligation to negotiate.
Nevada	Legislation requires boards and teachers to negotiate.
New Hampshire	Legislation provides for negotiation by school boards and certified employee organization.
New Jersey	Legislation requires negotiation by school boards and teachers.
New Mexico	State agencies have discretionary powers to negotiate. Once the employer has consented to bargain, an obligation for good faith negotiation arises.
New York	Legislation requires School Boards and teachers to negotiate in good faith and to execute written contracts.
North Carolina	Legislation and North Carolina Supreme Court ruling prohibits public employees from bargaining written agreements.
North Dakota	Legislation requires school boards and teachers to bargain in good faith.
Ohio	No legislation exists concerning educational collective bargaining.

TABLE I (Continued)

State	Legal Basis for Bargaining
Oklahoma	Legislation requires school boards and teachers to negotiate in good faith.
Oregon	Legislation requires school boards and teachers to negotiate in good faith.
Pennsylvania	Legislation requires school boards and teachers' organizations to negotiate. In addition, an obligation exists to consult on managerial policy.
Rhode Island	Legislation requires school boards and teachers to negotiate in good faith.
South Carolina	Collective bargaining agreements are prohibited.
South Dakota	Legislation provides for an obligation to meet and confer.
Tennessee	Legislation requires good faith negotiation between school boards and certified employee organizations.
Texas	Legislation prohibits collective bargaining by teachers. Boards may consult with teachers, but are not required to do so.
Utah	No legislation exists concerning collective bargaining for teachers.
Vermont	Legislation requires that school boards and teachers negotiate in good faith.
Virginia	The Virginia Supreme Court has ruled that collective bargaining in the public sector is prohibited.
Washington	Legislation requires that school boards and teachers negotiate in good faith.
West Virginia	Attorney General's Opinion states that public employees have the right to meet and confer only.

TABLE I (Continued)

State	Legal Basis for Bargaining
Wisconsin	Legislation requires school boards and teachers to negotiate in good faith.
Wyoming	No legislation exists for educational collective bargaining.

*All data from Topical Law Reports, I (Chicago: Commerce Clearing House, 1979).

Moore and Newman conducted a study using discriminant analysis to identify six nonlegal factors that influence a state's decision to enact mandatory bargaining laws for public school teachers. They concluded that the likelihood of passage of such legislation increased with the degree of urbanization and population density. The level of government union membership in a state also had a positive influence upon bargaining legislation. In addition, they found that a state's location in the South had a negative influence on such legislation.³⁵

Faber and Martin found that the urban nature of a state's population influenced legislation up to 1968, but that little relationship existed between legislation passed between 1968 and 1975 and the urban factor. They found the largest determinant of legislation to be the degree of conservatism or liberalism that existed in a state.³⁶

The collective bargaining legislation in the various states address different concerns, depending on a multiplicity of factors. Most of the laws, however, have some common patterns. Casey reviewed the legislation passed by 1967 and reported four areas of concern included in most enactments. These included the right of teachers to organize, the rights of exclusive representatives, the imposition upon school boards to bargain, and some impasse procedure as an alternative

³⁵William J. Moore and Robert Newman, "The Influence of Legal and Nonlegal Factors on the Bargaining Statutes of Public School Teachers," Journal of Collective Negotiations in the Public Sector, V (Spring, 1976), 105-9.

³⁶Faber and Martin, "Two Factors Affecting Enactment of Collective Bargaining Legislation in Public Education," 151-59.

to strikes.³⁷ Ostrander subsequently reviewed legislation enacted by 1975. He reported five basic areas addressed by legislation, including unfair practices, regulation of bargaining units, impasse procedures, creation of employee relations boards, and the prohibition of strikes.³⁸

Mitchell examined collective bargaining legislation in terms of power resources. Legal power conferred on the parties which bargained specified both legal and illegal activities. The power of organization gave greater influence through groups than individuals. Unions acquired money power through dues made legal by law. The power of information was affected by laws which decided who would have access to various information. Sanctions changed the relative power of groups. Legislation which allowed use of professional negotiators manipulated the power of expertise. Persuasive power was manipulated through the creation of fact-finding, mediation and arbitration. Finally, the symbolic power of government which legitimated specific interests and refused to legitimate other interests was present in all legislation.³⁹

A common element in many collective bargaining laws concerns the prohibition of strikes and penalties for striking employees. Most states simply outlaw the strike. A few states permitted strikes under certain conditions. The 1969 Vermont statute for teachers left the strike issue up to the courts. In 1970, Hawaii and Pennsylvania passed

³⁷E. Riley Casey, "Legal Problems of Negotiation," American School Board Journal, CLV (November, 1967), 17.

³⁸Kenneth H. Ostrander, "Collective Bargaining Laws in Education," NASSP Bulletin, LIX (September, 1975), 16.

³⁹Douglas E. Mitchell, "The Impact of Collective Bargaining on Public and Client Interests in Education," 109-10.

the first comprehensive collective bargaining statutes that permitted public employees to strike. Alaska followed in 1972 by allowing teachers to strike under certain conditions, and Minnesota and Oregon in 1973 changed the strike clauses in their legislation to allow public employee strikes.⁴⁰

Many proponents of collective bargaining legislation suggested that such legislation would result in fewer strikes. Thornton and Weintraub, however, found that 390 of the 646 strikes by teachers in the United States from July, 1960 to June, 1972 were subsequent to the passage of bargaining legislation. They suggested that legislation increased the propensity of teachers to strike, since the strike was a major weapon in any collective bargaining situation.⁴¹

III. THE LEGAL STRUCTURE AND THE SCOPE OF NEGOTIATIONS

The various legislative enactments concerning collective bargaining in education were not consistent on the scope issue. Some states such as Maine and California expressly included education policy in the scope of bargaining. Washington's law was most specific, requiring school authorities to meet and confer with teachers regarding salaries, curriculum, textbooks, inservice training, student teaching,

⁴⁰Moore and Newman, "The Influence of Legal and Nonlegal Factors on Bargaining Statutes of Public School Teachers," 100.

⁴¹Robert J. Thornton and Andrew Weintraub, "Public Employee Laws and the Propensity to Strike: The Case of Public School Teachers," Journal of Collective Negotiations in the Public Sector, III (Winter, 1974), 33-39.

noninstructional duties, and a number of personnel policies. Laws in several states allowed bargaining such subjects as mutually agreed-to matters (Kansas), items affecting the performance of professional services (Oklahoma), and anything not in conflict with other statutes (Vermont).⁴²

Kerchner found three types of restriction on scope in the thirty-one statutes enacted by 1978. These included broad guidelines within which the parties negotiated scope, specification of subjects which could not be bargained, and specification of mandatory subjects of bargaining.⁴³ Most state statutes, however, adopted the broad language almost identical with that of Section 8(d) of the National Labor Relations Act (NLRA) as "wages, hours, and other terms and conditions of employment."⁴⁴

Zirkel analyzed the thirty statutes enacted by 1976 and reported that scope was often statutorily subdivided into mandatory and permissive areas of negotiations. In addition, he found that some laws excluded board prerogatives from negotiations. These were defined as areas which were crucial to the legal duties of boards of education.⁴⁵

⁴²Tom James, "Seeking the Limits of Bargaining," Compact, IX (June, 1975), 14.

⁴³Charles T. Kerchner, "From Scopes to Scope: The Genetic Mutation of the School Control Issue," Educational Administration Quarterly, XIV (Winter, 1978), 65.

⁴⁴Jim Bowles, "Defining the Scope of Bargaining for Teacher Negotiations: A Study of Judicial Approaches," Labor Law Journal, XXIX (October, 1978), 649.

⁴⁵Peter A. Zirkel, "Analysis of Selected Aspects of State Teacher-Board Negotiation Statutes," NOLPE School Law Journal, VI (Winter, 1976), 10-11.

Zirkel noted that, although most states adopted the general language of the NLRA, there was a great variety of versions. Table II presents an updated version of Zirkel's 1976 study showing the variety of legislation by state. An examination of the table indicates that, while some states had variations of NLRA language, many had mandatory subjects of bargaining in addition to permissive subjects.⁴⁶

Most legislation was silent as to the meaning of such terms as professional standards, working conditions, and management rights. This was especially true of laws applicable solely to teachers and thus resulted in the problem of clearly delineating where working conditions ended and management rights began.⁴⁷ Weitzman found that even in those states that did contain a management rights provision, the scope of bargaining for teachers was usually broadened in interpretation by giving a liberal definition to the term "conditions of employment."⁴⁸

Many state statutes created a labor board or commission to aid the collective bargaining process. These boards or commissions often dealt with the interpretation of legislation related to scope. Kerchner found that these interpretations served to expand the scope of bargaining.⁴⁹

⁴⁶Zirkel, "Analysis of Selected Aspects," 14 and "Public Employee Bargaining," I. Topical Law Reports, pp. 4101-4639.

⁴⁷Wesley A. Wildman, "Legal Aspects of Teacher Collective Action," Theory Into Practice, IV (April, 1965), 55; see also Joan Weitzman, The Scope of Bargaining in Public Employment (New York: Praeger Publishers, 1975), p. 52.

⁴⁸Weitzman, *Ibid*.

⁴⁹Kerchner, "From Scopes to Scope: The Genetic Mutation of the School Control Issue," 68.

TABLE II
AN ANALYSIS OF THE SCOPE OF EDUCATIONAL COLLECTIVE BARGAINING STATUTES IN THE STATES

State	Permissive Only	NLRA	Mandatory: Detailed Listing	Permissive Also General Specific	Board Prerogative	
					General	Specific
Alaska		X+g				
California		3+g			X	
Connecticut		2		X	X	
Delaware		2				
Florida		2+g				X
Hawaii		3				X
Idaho	X			g		
Indiana		1		X+g	X	
Iowa			X			X
Kansas			X			X
Maine						
Maryland		3+g				
Massachusetts		3			X	
Michigan		3		g		
Minnesota		3		g+a		
Montana		3+g			X	
Nebraska		3		a		X
Nevada	X					
New Hampshire			X			
New Jersey		3+g				X
New York		2+g				X
North Dakota		3				
Oklahoma		2			X	
Oregon			X			
Pennsylvania		3+g				
Rhode Island		3+g				
South Dakota		2	X	X		X
		3+g				

TABLE II (Continued)

State	Permissive Only	NLRA	Mandatory: Detailed Listing	Permissive Also		Board Prerogative	
				General	Specific	General	Specific
Tennessee							
Texas	X		X	X			X
Vermont							
Washington		2+g		X			
Wisconsin		3			X+g+a		
		3				X	

*NLRA: 1 = wages, hours; 2 = wages, working conditions; 3 = wages, hours, and working conditions; G = refers to a general statement; S = refers to specific items or board prerogatives; g = refers to a grievance provision; a = refers to an agency shop provision.

Schmidman and Hindle reported that actions by the Pennsylvania Labor Relations Board had resulted in an expanded scope of negotiations in that state. The board acted on several occasions to mandate that school boards negotiate subjects which they had previously refused by designating the subjects nonmandatory and thus in the meet and confer category.⁵⁰ Gaba reviewed the activities of the New York Public Employment Relations Board and reported that expansion in the scope of teacher negotiations was much due to PERB actions. Subjects mandated for negotiation included reduction in the work year, layoffs, parent-teacher conferences, wage increments, evaluation and dismissal or probationary teachers, and fiscal matters.⁵¹

The vague language of many collective bargaining laws coupled with attempts by teacher organizations to increase the scope of bargaining resulted in an increasing amount of litigation. Since most court opinions were delivered during the 1970's, there was little precedent and thus a great variation in those decisions.⁵²

Bowles analyzed judicial approaches to defining the scope of collective bargaining for teachers. He concluded that courts generally first examined state statutes, including collective bargaining statutes

⁵⁰John Schmidman and Richard Z. Hindle, "The Scope of Collective Bargaining in the Public Sector: Pennsylvania's Experience," Journal of Collective Negotiations in the Public Sector, V (Winter, 1976), 19-23.

⁵¹Richard M. Gaba, "Scope of Bargaining Under New York's Taylor Law," Journal of Collective Negotiations in the Public Sector, III (Summer, 1974), 263-69.

⁵²Bowles, "Defining the Scope of Bargaining for Teacher Negotiations: A Study of Judicial Approaches," 649.

and non-bargaining statutes dealing with education. Second, the courts examined collective bargaining precedent, including actions in the private sector. Bowles categorized most decisions within four distinct categories. These included illegal delegation, impact balancing, labeling, and public policy. Illegal delegation, a fading concept, declared that government agencies could not delegate powers to teachers and thus negate the power of the people. Impact balancing concerned the directness of the impact of an issue on the well-being of teachers. Labeling involved setting up a dichotomy between terms and conditions of employment and educational policies and classifying any subject. Public policy involved deciding the scope of bargaining by determining the public good.⁵³

A major court decision concerning scope of bargaining occurred in New York in 1972. In Board of Education of Union Free School District No. 3 of Town of Huntington v. Associated Teachers of Huntington, Inc., the New York State Court of Appeals declared that any matter concerning terms and conditions of employment must be regarded as negotiable. Metzler, who reviewed several such court decisions, concluded that, as a practical matter, almost anything was negotiable.⁵⁴ Kerchner concurred with this conclusion after reviewing several court decisions.⁵⁵

⁵³Ibid., 651-53.

⁵⁴John H. Metzler, "The Need for Limitation Upon the Scope of Negotiations in Public Education," The Journal of Law and Education, II (January, 1973), 142-145.

⁵⁵Kerchner, "From Scopes to Scope: The Genetic Mutation of the School Control Issue," 68.

Bowles found that the most litigated subjects were school calendar, economic hardship, class size and tenure.⁵⁶ Schramm, for example, found that the courts generally held tenure to be at least a permissive item of negotiation. Reasons given by the courts included the subsequent passage of bargaining acts to tenure laws, broad statutory language adopted from the National Labor Relations Board, and a tendency for courts to not enjoin enforcement of a contract after it was signed by both parties.⁵⁷

Weitzman reviewed court decisions concerning class size. She concluded that although a trend had developed which included class size in the scope of negotiations, the various state courts had reacted to the issue quite differently. For example, New York and Connecticut had similar statutory definitions concerning scope. The Connecticut Supreme Court ruled that class size was a condition of employment, while a New York Appellate Court ruled that it was not.⁵⁸

Several writers insisted that recent court actions concerning the scope of collective bargaining for teachers was an indication of the recent emergence of negotiations in education. Nordlund, for example, stated that the increases in scope in the public sector had

⁵⁶Bowles, "Defining the Scope of Teacher Negotiations: A Judicial Approach," 661-663.

⁵⁷Le Roy H. Schramm, "Is Teacher Tenure Negotiable: A Review of Court Decisions," Journal of Collective Negotiations in the Public Sector, VI (Summer, 1977), 252-253.

⁵⁸Weitzman, The Scope of Bargaining in Public Employment, p. 283.

developed much like the increases in the private sector after the Wagner Act in 1935. He suggested that a conservative interpretation of applicable law by school administrators and board members and a loose interpretation by teacher associations would continue to result in litigation.⁵⁹

IV. NEGOTIATED CONTRACTS

Most collective bargaining activities culminated in written agreements signed by teacher and board negotiators and ratified by teacher organization memberships and school boards. The range of subjects within these contracts, however, changed over time. McGinn found that most contracts had three common elements. These included recognition of a single organization to represent teachers or professionals, the scope of negotiated items, and guidelines for the structure and conduct of negotiations.⁶⁰

The scope of subjects within negotiated contracts expanded throughout the 1960's and 1970's. Perry and Wildman reported that contracts negotiated in the early 1960's most often contained items dealing with salaries, grievance procedures, and sick leave. Subjects which were included less often were sabbatical leaves, transfer and assignments, after school assignments, the school calendar, insurance,

⁵⁹Willis J. Nordlund, "A Critique of Teacher Negotiations in 1974-75," Labor Law Journal, XXVI (February, 1975), 119-125.

⁶⁰William W. McGinn, "Teacher Organizations and the Law," The Southern Journal of Educational Research, III (Spring, 1974), 303.

dismissal policy, organization of classes, length of the school day, and services and facilities.⁶¹ They also found, however, that such subjects as inservice programs, instruction, curriculum, and the health and safety of children were not included in most contracts.⁶²

Andrews examined the negotiated agreements in Maryland in 1967. He found that the topics most often included in contracts were salary, health and insurance policy, length of the school day and year, class size, and duty-free lunch.⁶³ Illuzzi studied the negotiated contracts in New York from 1968-69 to 1974-75. He reported greater numbers of contract items from year to year, especially in the areas of working conditions and job security. Association rights, however, consistently outnumbered job security and there were more items dealing with negotiation procedures than with the instructional program. He also reported more items in city areas than rural areas.⁶⁴

⁶¹Charles A. Perry and Wesley A. Wildman, "A Survey of Collective Activity Among Public School Teachers," Educational Administration Quarterly, XI (Winter, 1966), 149.

⁶²Wesley A. Wildman, "The Nature and Dynamics of Teacher Organization-School Administration Negotiating Activities and Their Impact on School Administration," Collective Negotiation and Educational Administration, eds. Roy B. Allen and John Schmid (University of Arkansas: University Council for Educational Administration, 1966), p. 47.

⁶³John Edward Andrews, Jr., "A Content Analysis of Selected Collective Negotiations Agreements for Teachers" (Doctoral dissertation, University of Maryland, 1967), pp. 154-155.

⁶⁴Salvatore J. Illuzzi, "A Content Analysis of School Board-Teacher Negotiated Contract for 1968-69 Through 1974-75 in Selected School Districts in the Buffalo Region of New York State" (Doctoral dissertation, State University of New York, 1975), pp. 223-34.

Webb analyzed Indiana contracts for the year following passage of bargaining legislation. He found a broad range of topics, but most were within the areas mandated by law. The items most often included in the contracts concerned monetary matters and organizational benefits. Economic benefits were of primary concern in the contracts. A low percentage of items dealt with the instructional program and personnel policies and practices.⁶⁵

In 1972, the NEA Research Division published a list of items found in contracts from 1969-71. This list revealed a decline in topics during that period concerning the development of bond issues, distribution of budgetary items, selection of textbooks, instructional aids, supervising of extra-curricular activities, individual contract terms, assignments, promotion to higher classifications, professional codes of ethics, compensation for damaged or stolen property, and salary increments for additional training. The provisions which increased in frequency over the four year period included teacher aids, professional growth, faculty meetings, binding arbitration of grievances, health and life insurance, leaves of absence, and pay provisions.⁶⁶

A National School Boards Association study completed in 1976 reported that the most frequently occurring contract provisions were

⁶⁵Edgar L. Webb, "A Study of the Scope of Indiana Contracts Bargained in the First Year after Legislation" (Doctoral dissertation, Indiana University, 1975), 152-155.

⁶⁶National Education Association, "Trends in Negotiable Items for Teachers," Negotiation Research Digest, IX (November, 1972), 13-19.

maximum teacher work load, curriculum planning procedures, maximum class size, and textbook selection.⁶⁷

McDonnel and Pascal conducted a study of contracts for the Rand Corporation in 1979 and reported that the most frequently reported non-financial contract items included grievance procedures, class hours, teacher evaluation, pupil exclusion, reduction-in-force procedures, transfer criteria, class size, promotion rules, aides, instructional committees, and assignment refusal.⁶⁸ Several studies have indicated that grievance procedures were the most often included items in contracts. These were followed by school day length and the number of work days in a school calendar.⁶⁹

Since many state statutes mandate the negotiation of working conditions or conditions of employment, most contracts contained some provisions which could be included in this category. O'Reilly categorized the items found in the contracts in six districts in Kansas, Illinois, Iowa and Nebraska, and found that an average of fourteen articles per contract dealt with working conditions.⁷⁰

⁶⁷"Here's What Your Fellow Boards Are Doing About Teacher Bargaining," American School Board Journal, CLXIV (June, 1977), 28-29.

⁶⁸Lorraine M. McDonnel and Anthony H. Pascal, "National Trends in Teacher Collective Bargaining," Education and Urban Society, XI (February, 1979), 132-33.

⁶⁹Ibid.; see also Edward Simpkins and Aubrey V. McCutchan, "Arbitration and Policy Issues in School Contracts," Education and Urban Society, XI (February, 1979), 247-248.

⁷⁰Robert C. O'Reilly, Understanding Collective Bargaining in Education (McCutchan: The Scarecrow Press, 1978), p. 62.

A 1977 Education Research Service survey of negotiated contracts revealed that 96.6 percent of contracts examined had some type of evaluation procedure. More than half of these contracts specified that evaluated teachers receive copies of written evaluations, a conference be held between the evaluator and evaluatee, observations be conducted a specified number of times, and school administrators provide assistance to teachers who were in need of improvement.⁷¹

Class size was a controversial issue in negotiations in the seventies. Reports from different sources indicated conflicting findings. NEA reported in 1972 that of thirty-nine states studied, 58.1 percent of the contracts examined included a provision on pupil-teacher ratio or class size. An American Association of School Administrators study found that in 1978 40 percent of contracts examined contained a class size agreement. A National School Boards Association study in 1977 indicated that slightly over 25 percent of contracts contained a class size agreement. Education Research Service analyzed 450 contracts from thirty-eight states in 1977 and reported that 42.1 percent had class size clauses in them.⁷²

V. EFFECTS OF NEGOTIATED CONTRACTS

A number of studies concerning the effects of bargaining on teachers' salaries were conducted during the 1960's and 1970's.

⁷¹Joan P. Sullivan Kowalski, Negotiating the Teacher Evaluation Issue (Arlington, Virginia: Education Research Service, Inc., 1979), pp. 22-23.

⁷²Paul J. Porwoll, Negotiating the Class Size Issue (Arlington, Virginia: Education Research Service, Inc., 1978), p. 49.

Several of these studies reported conflicting results. Regression analysis was used in most of the research and several researchers noted the inexactness of such a design. In addition, several researchers noted the possibility of a "spillover" effect which could distort results. This effect existed when non-bargaining districts raised salaries to avoid the demand for bargaining. Musemeche and Adams compared all teachers' salaries, including both bargaining and non-bargaining, during 1967-68 and 1975-76 and noted that all teachers' salaries had increased. In almost half of the states, however, these increases were actually reversed by inflation.⁷³

Kasper studied the impact of collective bargaining on teachers' salaries in 1967-68. The results of this nationwide study indicated that collective bargaining had little effect on teachers' salaries. He concluded that bargaining contributed between \$40 and \$400.⁷⁴ Thorton in 1971 disagreed with the Kasper study. He found that the negotiating strength of a district had positively affected salaries at all salary levels.⁷⁵

Smith compared teachers' salaries to United States per capita income during the years 1951-71. After dividing the two decades into

⁷³Richard A. Musemeche and Sam Adams, "The Rise and Fall of Teachers' Salaries: A Nine Region Survey," Phi Delta Kappan, LXIX (March, 1977), 479-481.

⁷⁴Hirschel Kasper, "The Effects of Collective Bargaining on Public School Teachers' Salaries," Industrial and Labor Relations Review, XXIV (October, 1970), 71.

⁷⁵Robert J. Thorton, "The Effects of Collective Negotiations on Teachers' Salaries," The Quarterly Review of Economics and Business, XI (Winter, 1971), 42.

negotiating and non-negotiating years, he concluded that the salary-per capita income ratio did not increase during the negotiating period. He did suggest, however, that the presence of collective bargaining during the 1960's may have sustained the ratio.⁷⁶ Thornton contested Smith's conclusions and reported that a study of eighty-three large city systems indicated that bargaining had resulted in much greater gains in salaries. He reported a 28.8 percent increase in salaries for teachers with a Master's degree and maximum experience.⁷⁷

Two studies reported in 1973 indicated that bargaining had resulted in little, if any, increases in salaries. Hall and Carroll analyzed salary data on 118 elementary school districts in suburban Cook County, Illinois. They found that the effects of teachers' organizations did increase salaries, but by only about \$165 per year.⁷⁸ Lipsky and Drotning concluded that bargaining had no effect on teacher salary level in New York in a study conducted the first year after passage of the Taylor Law.⁷⁹

⁷⁶Allen W. Smith, "Have Collective Negotiations Increased Teachers' Salaries?" Phi Delta Kappan, LIV (December, 1972), 268-270.

⁷⁷Robert J. Thornton, "Collective Negotiations and Teachers' Salaries: A Dissenting View," Phi Delta Kappan, LV (June, 1973), 682.

⁷⁸W. Clayton Hall and Norman E. Carroll, "The Effects of Teachers' Organizations on Salaries and Class Size," Industrial and Labor Relations Review, XXVI (January, 1973), 840.

⁷⁹David B. Lipsky and John E. Drotning, "The Influence of Collective Bargaining on Teachers' Salaries in New York State," Industrial and Labor Relations Review, XXVII (October, 1973), 35.

Zuelke and Frohreich studied the effects of bargaining on salaries in Wisconsin in 1977 as did Cole in Arkansas. The results of both studies indicated that bargaining had little effect on salaries. The Wisconsin researchers concluded that adjusted gross income per capita and the percentage of urbanized population in the school districts had the strongest positive relationships with salary levels.⁸⁰

Other studies indicated little effect of collective bargaining on teachers' salaries. Balfour reported in 1974 that interstate differences in salaries could not be attributed to unionization and Brown reported in 1975 that during the years 1961-71, differences in salaries between states with and without collective bargaining were no more than 3.2 percent. Brown found that salaries were more contingent upon local economies and salaries than the presence of bargaining.⁸¹

Moore rejected the research methodology of Balfour, but also concluded that bargaining had inconsiderable effect on raising

⁸⁰Dennis C. Zuelke and Lloyd E. Frohreich, "The Impact of Comprehensive Collective Negotiations on Teachers' Salaries: Some Evidence from Wisconsin," Journal of Collective Negotiations in the Public Sector, VI (Winter, 1977), 85; see also Raymond E. Cole, "Some Salary Effects on Arkansas Teachers of Professional Negotiations Occurring in the Absence of Statutory Sanction," Journal of Collective Bargaining in the Public Sector, VI (Winter, 1977), 70-71.

⁸¹G. Alan Balfour, "More Evidence that Unions Do Not Achieve Higher Salaries for Teachers," Journal of Collective Negotiations in the Public Sector, III (Fall, 1974), 301; see also Thomas A. Brown, "Have Collective Negotiations Increased Teachers' Salaries? A Comparison of Teachers' Salaries in States with and Without Collective Bargaining Laws for Public School Personnel," Journal of Collective Negotiations in the Public Sector, IV (Winter, 1975), 63.

teachers' salaries.⁸² He found, however, that collective bargaining had significant impact on the salary structure of a typical school district in a study completed in Nebraska. Bargaining especially affected salary differentials between secondary and elementary teachers. Thus, elementary teachers benefited substantially from bargaining activity.⁸³

A 1978 study by the Public Service Research Council, an affiliate of Americans Against Union Control of Government, found that states without bargaining legislation had higher salary increases than states with such legislation. Thus, the researchers declared that collective bargaining did not have a positive impact on the growth of teachers' salaries.⁸⁴

Little research was available concerning the effects of particular non-financial contract items on actual school practice. Most research dealt with overall school policy-making.

Hall and Carroll found in a study of school districts in Illinois that bargaining had a negative effect on class size. They proposed that teachers had accepted larger classes in return for more financial rewards.⁸⁵

⁸²Gary A. Moore, "Moore Evidence that Unions Do Not Achieve Higher Salaries for Teachers: Comment," Journal of Collective Negotiations in the Public Sector, IV (Summer, 1975), 253-255.

⁸³Gary A. Moore, "The Effects of Collective Bargaining on Internal Salary Structures in the Public Schools," Industrial and Labor Relations Review, XXIX (April, 1976), 362.

⁸⁴Public Service Research Council, "Issue Analysis," September, 1978, p. 3.

⁸⁵Hall and Carroll, "The Effects of Teachers' Organizations on Salaries and Class Size," 840-841.

Donovan, McDonnell and Pascal, and Flango reported, however, that class size had reduced after bargaining. Flango suggested that although class size was reduced after bargaining, economic, political, and demographic conditions within a state had more impact on size than did negotiations.⁸⁶

Krey, Netzer and Eye found that contracts did not prohibit supervisors from fulfilling their responsibilities, although effects were different at various levels within a school system.⁸⁷ Donovan, for example, concluded that superintendents and principals in New York were most affected. Superintendents' power had been limited in some districts to the extent that they were subservient to leaders in the teachers' organizations. In addition, principals found that they were required to consult with their staffs prior to making decisions.⁸⁸

Research results concerning collective bargaining effects on school district policy decisions were conflicting. Perry and Wildman reported in 1970 that policy considerations included in contracts were integration, curriculum and textbook selection, promotion policy, pupil discipline, grading pupil promotion, substitutes, transfer policy,

⁸⁶Bernard E. Donovan, "Negotiations: Ten Years Later," NASSP Bulletin, LV (December, 1971), 42; see also McDonnell and Pascal, "National Trends in Teacher Collective Bargaining," 132-133; Victor E. Flango, "The Impact of Collective Negotiations on Educational Policies," Journal of Collective Negotiations in the Public Sector, V (Spring, 1976), 135-152.

⁸⁷Robert D. Krey, Lanore A. Netzer, and Glen G. Eye, Research Reports: Master Contracts of Teachers and the Supervision of Instruction," Educational Leadership, XXXIV (March, 1977), 470.

⁸⁸Donovan, "Negotiations: Ten Years Later," 43-44.

and central office policy committees.⁸⁹ Belasco and Alutto reported in 1969 that bargaining had effected significant increases in teacher participation in the educational decision-making process. Indications of such participation included curriculum committees, inservice training activities and study of a variety of educational matters. They found that each successive contract resulted in greater teacher involvement with decision making.⁹⁰

Cresswell and Simpson found that bargaining increased the vulnerability of the overall governance structure. They concluded that those systems with more vulnerable governance structures were more impacted by the bargaining process.⁹¹ Kerchner reported that bargaining caused the breakdown of the unitary command structure and thus introduced new participants in school decision-making. In addition, they found that subsequent to the implementation of bargaining, the locus of decision making was shifted to the central office and to locations outside the school system, including the legislatures, courts, and administrative agencies.⁹²

⁸⁹Charles R. Perry and Wesley A. Wildman, The Impact of Negotiations: The Evidence from the Schools (Worthington, Ohio: Charles A. Jones Publishing Company, 1970), pp. 177-188.

⁹⁰James A. Belasco and Joseph A. Alutto, "Organizational Impacts of Teacher Negotiations," Industrial Relations, IX (October, 1969), 74-75.

⁹¹Anthony M. Cresswell and Daniel Simpson, "Collective Bargaining and Conflict: Impacts on School Governance," Educational Administration Quarterly, XIII (Fall, 1977), 67.

⁹²Charles T. Kerchner, "The Impact of Collective Bargaining on School Governance," Education and Urban Society, XI (February, 1979), 182-183.

McDonnel and Pascal reported in 1979 that most teacher organizations did not exercise an effective veto over school district policy, although management latitude in decision making had been reduced.⁹³ They did conclude that teachers had more influence in the classroom, had increased decision-making prerogatives concerning who worked in the schools and the length of the work day, and the people who supervised them.⁹⁴

VI. COLLECTIVE BARGAINING IN TENNESSEE

The Education Professional Negotiations Act (EPNA) was signed by Governor Ray Blanton on March 10, 1978. The Tennessee Education Association (TEA), the dominant teacher organization in the state, had formally supported such legislation since 1968.⁹⁵ Cavit Cheshier, Executive Secretary of TEA, proposed in 1974 that Tennessee needed a negotiations law. He suggested that 25 percent of teachers in the state were already negotiating without legislation, that such legislation could not increase tax rates, and that TEA was a logical choice to represent teachers since the organization had consistently supported quality education in the state.⁹⁶

⁹³Lorraine M. McDonnel and Anthony H. Pascal, "A Reply to Myron Lieberman," Phi Delta Kappan, LXI (December, 1979), 258-259.

⁹⁴McDonnel and Pascal, "National Trends in Collective Bargaining," 135.

⁹⁵Tennessee Education Association, Professional Negotiations: A Handbook of Questions and Answers, October, 1978, p. i; see also William J. Moore, "Geographic Concentration of Teacher Union Membership," Journal of Collective Negotiations in the Public Sector, III (Winter, 1974), 64-65.

⁹⁶Cavit C. Cheshier, "Professional Negotiations--An Idea Whose Time Has Come," Tennessee Teacher, XLIV (December, 1976), 2-3.

Others suggested that negotiation legislation would be beneficial to education in the state and that teachers would welcome such legislation. Fields proposed that a written contract could help clarify the roles of teachers and administrators, and facilitate change, instructional improvement, teacher-planned inservice, humane school conditions, community involvement, school policy formation and interpretation, quality teacher evaluation, and higher staff morale.⁹⁷ Fichtel suggested that the passage of a negotiations law would serve as a guide for determining representation, establish a time frame and impasse procedures, and thus help to prevent work stoppages.⁹⁸

Fletcher, Golden and Stewart surveyed a group of Middle Tennessee educators in 1975 concerning their willingness to participate in the negotiations process. The researchers found that these educators were quite receptive to negotiations and concluded that the time was good for the onset of negotiations.⁹⁹

Opposition to passage of a negotiations law in Tennessee emerged from several sources. School boards, newspapers, and school district officials campaigned against the law. The Tennessee School Boards Association (TSBA) wrote in a 1974 position statement that collective bargaining and a related law was both unnecessary and undesirable.¹⁰⁰

⁹⁷Joseph C. Fields, "Professional Negotiations: What Will It Mean?" Tennessee Teacher, XLV (January, 1978), 17.

⁹⁸Thomas Fichtel, "The Negotiations Process," Tennessee Teacher, XLV (November-December, 1977), 9.

⁹⁹Richard K. Fletcher, Charles E. Golden, and O. C. Stewart, "Teachers in Rural Middle Tennessee Are Ready to Negotiate," Tennessee Adult Educator, IX (Spring, 1976), 20-23.

¹⁰⁰Tennessee School Boards Association, TSBA Position Statement on Improving Tennessee Education, March 16, 1974.

John Hood, 1977 president of TSBA, declared that negotiations legislation would seriously undermine the traditional concept of lay control of education. Such a law, he declared, would limit the school board's ability to function for the children of the state.¹⁰¹

EPNA reflected the TEA-NEA bargaining model. Professional employees were defined as any person who required a certificate from the state and a bargaining organization was required to admit all professional employees as members. Management personnel were to be selected by the local school boards from system-wide personnel in the school system. The employment of outside professional negotiators was prohibited. Strikes were specifically prohibited as were several specified potential actions by both school boards and teacher organizations.

EPNA mandated that bargaining subjects include salaries or wages, grievance procedures, insurance, fringe benefits, working conditions, leave, student discipline procedures, and payroll deductions. It also allowed negotiations concerning conditions of employment. EPNA also provided, however, that existing rights and responsibilities of school boards, superintendents and professional employees as contained in Title 49 of the Tennessee Code Annotated were not modified or repealed by the law.¹⁰²

¹⁰¹John Hood, "Board Controlled Public Education Should Not Be Compromised," Tennessee School Board Bulletin, XXVIII (August-September, 1977), 2.

¹⁰²Tennessee Code Annotated, Chapter 49, Sections 5501-5516.

Immediately following passage of EPNA, both TEA and TSBA initiated activities to aid their locals in the negotiating process. TEA indicated that model contracts would be available for locals to ensure that no essential contract terms were omitted. TEA also suggested that the scope of bargaining should include "anything and everything that has to do with employment."¹⁰³ In addition, TEA offered to implement a comprehensive negotiations survey which would ascertain the desires of professional educators and to schedule workshops for negotiators.¹⁰⁴

TSBA also established workshops for board members and administrators designed to develop negotiating skills. A series of six workshops were planned for August, 1978. TSBA adopted a 1980 legislative program which included changes in EPNA such as the exclusion of all administrators from the teachers' bargaining organizations and the development of an election process within each school district whereas taxpayers could vote whether to have bargaining within the district.¹⁰⁵ TSBA also implemented a publication entitled Negotiation News, designed to communicate negotiation information to school boards across the state.

Sixty-five school systems participated in negotiations under EPNA during the first year after its passage. Sixty-four of the

¹⁰³Tennessee Education Association, Professional Negotiations: A Handbook of Questions and Answers, pp. 9-11.

¹⁰⁴Graham Greeson and James Pearson, "PN Package Development: Democratic Process," TEA News, January 15, 1979, p. 3.

¹⁰⁵Tennessee School Boards Association, Legislative Program for the 1980 Session of the 91st General Assembly, pp. 3-4.

representation organizations were affiliated with NEA and TEA and one was affiliated with AFT. The negotiating school systems represented 47 percent of the 147 districts in the state.¹⁰⁶

The TSBA reported that by April, 1980 that ten districts had not yet reached settlement. Four districts were negotiating, three were in mediation, and three districts had suspended negotiations pending litigation.¹⁰⁷

¹⁰⁶"Negotiations," Tennessee Teacher, XLVII (August, 1979), 12; see also Jim Moore, "Collective Bargaining the First Year," Tennessee School Board Bulletin, XXXI (April-May, 1980), 4.

¹⁰⁷Moore, Ibid.

CHAPTER III

PRESENTATION AND ANALYSIS OF DATA

Forty-seven of the forty-eight contracts completed by March 1, 1980, served as data for this study. The contracts represented all geographical areas of the state as well as a wide range of population density. Although the two largest systems were "grandfathered" out of the study, a number of the state's larger cities and counties were included as well as several of the smaller cities and counties. Forty-six of the contracts were negotiated by NEA-TEA affiliates while one was negotiated by a local chapter of the AFT.

The duration of the contracts ranged from one to three years. Seventeen were one-year contracts, twenty-two were two-year agreements and eight were three-year agreements. The number of topics included in the contracts ranged from a low of three to a high of more than thirty. All of the agreements included at least one monetary and one non-monetary topic. Each contract contained at least one salary and one working condition provision. Table III presents the topics found in the contracts and the frequency of each topic. Details of contract language along with frequencies appear in the Appendix.

I. THE TENNESSEE NEGOTIATIONS LAW

The Tennessee Educational Professional Negotiations Act mandated negotiations in eight specific areas. These areas included salaries, grievance procedures, insurance, fringe benefits, working conditions,

TABLE III

FREQUENCIES OF TOPICS INCLUDED IN FORTY-SEVEN OF THE
FORTY-EIGHT CONTRACTS NEGOTIATED IN TENNESSEE
BY MARCH 1, 1980

Topic	Frequency	Topic	Frequency
Association Rights	38	Preparation Time	25
Class Size	14	Recognition	43
Discipline Procedures	38	Release from School Grounds	12
Dismissal/ Fair Treatment	14	Reprimands/ Complaints	22
Evaluation	32	Safety Provisions	20
Grievance Procedures	45	School Calendar	33
In-service	23	Special Teachers and Services	4
Insurance/ Fringe Benefits	38	Student Teachers	2
Layoff/Recall	15	Teacher Assignment	26
Leaves of Absence	46	Teacher Communications	4
Lunch	18	Teacher Duty Day	29
Management/ Board Rights	34	Teacher Facilities/ Equipment	19
Meetings	26	Teaching Load and Classroom Conditions	15
Negotiations	29	Transfers	29
Parent Conferences	5	Vacancies	31
Payroll/Dues Deductions	42	Wages and Salaries	47
Personnel Files	33		
Preamble	43		

leaves of absence, student discipline procedures and payroll deductions. All forty-seven agreements contained at least one provision concerning salaries and working conditions. Forty-six contracts addressed the area of employee leaves, forty-five contained grievance procedure provisions, and forty-two dealt with payroll deductions. Provisions concerning student discipline procedures and insurance/fringe benefits were found in thirty-eight contracts.¹⁰⁸

II. NEA TOPICAL OUTLINE

The National Education Association Research Division utilizes a topical outline to analyze contracts nationwide. The outline, which contains 154 categories, enables the researcher to analyze contracts in terms of topics included and topics excluded. Table IV presents the NEA topical outline. Frequencies of each category as found in the forty-seven contracts are included.

The Tennessee contracts contained 117 of the 154 categories in the outline. The categories included in forty or more of the forty-seven contracts concerned recognition, savings clauses, dues deductions, grievance procedures, and leaves of absences. Between thirty and forty contracts contained provisions concerning Association use of school facilities, employee evaluation, the school calendar, vacancies, personnel files, student discipline, salary schedules and pay periods, and health insurance. Categories not found in the contracts concerned

¹⁰⁸The topics insurance and fringe benefits were combined in most of the contracts. Thus, the topics are presented as one throughout this analysis.

TABLE IV

FREQUENCIES OF NEA TOPICAL OUTLINE PROVISIONS INCLUDED IN FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER INITIAL COLLECTIVE BARGAINING LEGISLATION

Provision	Frequency
Recognition	43
Non-discrimination	14
Maintenance of standards	12
Savings clause	41
Effect of mergers of school districts	1
Distribution of agreement	2
Non-discrimination clause against membership in employee organizations	8
Check-off or dues deductions	42
Use of school buildings	33
Use of school equipment	13
Use of school communication system	32
Information pertinent to negotiation	17
Time off to negotiate	6
Time off for grievance hearings	15
Conducting official organization business during the school day	12
Time off to attend professional organization conferences or conventions	26
Leave of absence for full-time service to organization without loss of tenure	10
Wearing insignia or pins	0
Agency shop clause	1
Teachers' rights not abridged under law	14
Personal activities outside school	13
Employment outside school	0
Political activities outside school	8
Academic freedom	10
Polygraph tests	0
Curriculum review	0
Teacher qualifications	4
Development of special education programs	3
Hiring of specialists	2
Development of tax and bond programs	0
Application of state and federal funds	0
Evaluation of testing programs	0
Distribution of budgetary items	0
Evaluation of teacher performance	32
Selection and distribution of textbooks	1
Pupil ratio and class size	14
Instructional aids which are available for the teacher's use in the planning and teaching in the classroom	6

TABLE IV (Continued)

Provision	Frequency
Teacher aides to relieve the teacher of extraneous duties	1
Secretarial and clerical assistance in the preparation of reports, tests, and programs	0
School calendar or year	33
Pupil progress reports, promotion and policies	2
Student extracurricular activities supervision	6
Selection of supervisors	0
Assignment of department chairmen	0
Parent teacher conferences	3
Integration of education (textbooks, pupils, staff)	0
Individual contract terms	1
Issue and return of individual contract	0
Employment year with 12-month contract	1
Report-in procedures	1
Teaching hours or day	29
Teaching load or schedule of class periods	15
Teaching assignment in subject areas	2
Teaching assignment in special education programs	1
Hours of service before and after regular class periods	13
Planning periods - elementary	8
Lunch periods	18
Student teacher supervision	2
Non-classroom service duties	1
Regular teacher as substitute	0
Qualification for professional growth	0
In-service training	23
Regular teacher meetings	26
Promotion to higher classification	8
Temporary assignment to higher classification	0
Vacancies	31
Transfers	29
Layoff/recall	15
Dismissal procedure	14
Resignation procedure	0
Retirement procedure	0
Grievance procedure	45
Teacher discipline or reprimand	5
Teacher's personnel file	33
Protection of teachers	20
Assault cases and pupil discipline	38
Liability case procedures	5
Damaged or stolen property	2
Absence report procedures	12
Procedure for teacher evaluation	4
Teacher facilities	19

TABLE IV (Continued)

Provision	Frequency
Probationary period	0
Seniority	9
Substitute teachers	2
Health requirements	3
Salary schedule	37
Salary credit for military experience	2
Salary increments for professional preparation	37
Deviation from salary schedule	0
Extra pay for special activities	31
Premium pay	0
Overtime pay when required to remain over regular class periods	1
Part-time pay	0
Longevity pay	0
Incentive pay	0
Pay periods	35
Tuition reimbursement	0
Physical examination reimbursement	1
Holidays	6
Vacation	10
Health services	0
Payroll deductions	42
Terminal leave or severance pay	3
Employment injury benefit	6
Travel allowance for transportation, food or lodging	0
Conference and meeting fees	0
Mileage allowance	18
Payment of professional organization dues, subject oriented groups	1
Tax sheltered annuity	0
Workmen's compensation	13
Health insurance	38
Life insurance	11
Liability insurance	7
Income protection or disability	6
Pension or retirement	0
Group insurance coverage with board contribution	27
General leave	46
Sabbatical leave	7
Sick leave bank	1
Extended sick leave	2
Public office or political campaigns	20
Exchange teaching - general	0
Foreign exchange teaching	1
Domestic exchange teaching	0

TABLE IV (Continued)

Provision	Frequency
Department of Defense schools	0
VISTA service	0
Peace Corps	1
Maternity-parental leave	24
Military leave	20
Health reasons - recovery	18
Research, study, travel	16
Public service appointment	0
Sick leave	35
Bereavement leave	8
Personal business leave	42
Family illness	1
Professional organization meeting leave	8
Selective Service examination leave	0
License examination leave	0
Medical examination leave	0
Dental examination leave	0
Communicable disease leave	0
School visitations leave	0
Educational conferences leave	0
Graduation exercises leave	0
Religious holidays leave	5
Weather, flood leave	0
Reserve training leave	1
Jury duty leave	24
Personal legal suit leave	0
Court summons	9

employment outside school, curriculum review, certain financial matters and types of pay for teachers and special leaves for teachers. Other miscellaneous categories were not included in the negotiated agreements.

III. CONTENT ANALYSIS

Wages and Salaries

Provisions for wages and salaries were included in all forty-seven contracts. A total of fifty-six categories were identified within the topic (see Appendix, pp.206 -210). Thirty-seven agreements included teacher salary schedules, thirty-one had provisions for extra-curricular duties and twenty-seven contained provisions concerning administrative salaries.

A total of nineteen categories were found which concerned teachers' acquisition of paychecks. Twenty-seven of the thirty-six contracts which specified pay periods provided for ten or twelve equal pay installments and the other nine ranged from eleven to twenty-four equal installments. Exceptions to normal pay periods were included in twenty-three agreements with twenty-one mandating that teachers receive checks on the last previous working day when the payday fell on a holiday, vacation or weekend. Two contracts provided for early payment at the beginning of the school year and eight provided for receipt of summer checks.

Salary schedules were gleaned both from the contracts and through acquisition of salary schedules from various school systems. Table V presents the salary steps which were included in the various

TABLE V

EXPERIENCE AND TRAINING INCREMENTS IN SALARY SCHEDULES INCLUDED IN FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER INITIAL COLLECTIVE BARGAINING LEGISLATION

Years	2 Yrs.	3 Yrs.	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	Ed.S.	Doctorate
10	9	9									
11	7	7									
12											
13			1			1			1		1
14											
15	3	4	27	7	7	26	6	7	26	24	21
16	1	1	12	1	2	12	1	1	12	12	9
17			3			4			4	4	2
18			1		1	1			1		
19	1	1	1			1			1	1	1
20			1			1			1	1	1
21											
22											
23											
24											
25			1			1			1	1	1
Not Included	26	25	0	39	37	0	40	39	0	4	11

schedules. An examination of the table reveals a range of nine years in the maximum schedule for teachers with two years of college training (10-19) and a range of twelve years for teachers with doctorates (13-25). The most frequently reported number of salary steps paralleled the state salary schedule with fifteen and included the state's training increments of B.A., M.A., M.A. + 45, Ed.S., and Doctorate.

Salary frequencies were compiled by training level ranging from less than a college degree to completion of a doctorate. Minimum and maximum salaries within each degree level were compiled as well as the frequencies of ranges between minimum and maximum salaries. Tables VI-XI present these salary data with salaries divided into \$600 increments.

Additional pay for traveling employees was specified in nineteen contracts. Ten agreements provided for reimbursement of seventeen cents per mile and the remaining nine specified fifteen or twenty cents per mile. Four contracts mandated that traveling employees be paid an additional amount if the last location of work was farther from the employee's home than the first location at the beginning of the day.

Seven distinct provisions were found in thirty-seven contracts which dealt with credit for teaching experience in relation to placement on the salary schedule. Twenty-two contracts referred to rules established by the State Board of Education, and ten specified that a certain number of days taught during a year would constitute a year of employment. One agreement contained a provision exclusively for vocational teachers, and one specified that each year of teaching outside the school district must be considered as experience on the salary schedule.

TABLE VI

SALARIES FOR TEACHERS WITH LESS THAN A COLLEGE DEGREE INCLUDED IN
 FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN
 TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER
 INITIAL COLLECTIVE BARGAINING LEGISLATION

Minimum	No.	Maximum	No.	Range	No.
Below 7400	0	Below 8200	0	Below 1500	8
7400-8000	7	8200-8800	1	1500-2100	9
8001-8600	11	8801-9400	3	2101-2700	3
8601-9200	2	9401-10000	12	2701-3300	1
9201-9800	1	10000-10600	3	Above 3300	0
Above 9800	0	Above 10600	2		

TABLE VII

SALARIES FOR TEACHERS WITH A BACHELOR'S DEGREE INCLUDED IN
 FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN
 TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER
 INITIAL COLLECTIVE BARGAINING LEGISLATION

Minimum	No.	Maximum	No.	Range	No.
9800-104000	24	11800-12400	10	2000-2600	21
10401-11000	20	12401-13000	12	2601-3200	7
11001-11600	2	13001-13600	7	3201-3800	6
Above 11600	1	13601-14200	4	3801-4400	6
		14201-14800	7	Above 4400	6
		14801-15400	2		
		15401-16000	2		
		16001-16600	3		

TABLE VIII

SALARIES FOR TEACHERS WITH A MASTER'S DEGREE INCLUDED IN
 FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN
 TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER
 INITIAL COLLECTIVE BARGAINING LEGISLATION

Minimum	No.	Maximum	No.	Range	No.
10600-11200	17	12800-13400	7	2000-2600	15
11201-11800	20	13401-14000	7	2601-3200	7
11801-12400	9	14001-14600	6	3201-3800	6
12401-13000	1	14601-15200	7	3801-4400	10
Above 13000	0	15201-15800	8	Above 4400	10
		15801-16400	5		
		16401-17000	2		
		17001-17600	3		
		Above 17600	2		

TABLE IX

SALARIES FOR TEACHERS WITH A MASTER'S DEGREE AND FORTY-FIVE HOURS
 INCLUDED IN FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED
 IN TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER
 INITIAL COLLECTIVE BARGAINING LEGISLATION

Minimum	No.	Maximum	No.	Range	No.
11400-12000	16	13600-14200	6	2000-2600	15
12001-12600	17	14201-14800	10	2601-3200	7
12601-13200	10	14801-15400	5	3201-3800	6
13201-13800	3	15400-16000	3	3801-4400	8
13801-14400	1	16001-16600	6	Above 4400	11
14401-15000	0	16601-17200	7		
15001-15600	0	17201-17800	3		
15601-16200	0	17801-18400	6		
Above 16200	0	Above 18400	1		

TABLE X

SALARIES FOR TEACHERS WITH AN EDUCATIONAL SPECIALIST DEGREE
INCLUDED IN FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS
NEGOTIATED IN TENNESSEE BY MARCH 1, 1980, THE FIRST
YEAR AFTER INITIAL COLLECTIVE BARGAINING
LEGISLATION

Minimum	No.	Maximum	No.	Range	No.
11600-12200	13	13800-14400	5	2000-2600	13
12201-12800	16	14401-15000	9	2601-3200	7
12801-13400	7	15001-15600	4	3201-3800	6
13401-14000	6	15601-16200	4	3801-4400	7
Above 14000	0	16201-16800	5	Above 4400	10
		16801-17400	6		
		17401-18000	1		
		18001-18600	5		
		Above 18600	4		

TABLE XI

SALARIES FOR TEACHERS WITH A DOCTORATE DEGREE INCLUDED IN
FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN
TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER
INITIAL COLLECTIVE BARGAINING LEGISLATION

Minimum	No.	Maximum	No.	Range	No.
12400-13000	8	14600-15200	5	2000-2600	10
13001-13600	14	15201-15800	5	2601-3200	7
13601-14200	4	15801-16400	4	3201-3800	4
14201-14800	3	16401-17000	4	3801-4400	4
14801-15400	4	17001-17600	3	Above 4400	8
15401-16000	1	17601-18200	4		
Above 16000	0	18201-18800	0		
		18801-19400	2		
		Above 19400	7		

Several miscellaneous statements were found which dealt with the wage and salary topic. Six contracts contained provisions mandating the confidentiality of checks, four mandated Association input into wage decisions, three dealt with pay for extra-curricular activities and eight dealt with specific employees or activities within the systems.

Insurance/Fringe Benefits

Provisions for insurance were included in thirty-eight agreements. Twenty-one contracts specified the amount of Board contributions for insurance. Eleven contracts provided for insurance fully paid by the Board for family or individual coverage. Other fully paid programs included life insurance, workman's compensation, liability and long-term disability insurance. Six contracts specified that employees would be provided paid individual plans and could choose family coverage by paying the difference in the premiums of the plans.

Ten agreements included statements which gave additional insurance coverage for employees with extended illnesses or those who became totally disabled. Other insurance provisions concerned policy determination, policy description, Association input, payroll deduction, and the handling of potential disputes concerning payment of claims (see Appendix, pp. 130-133).

Seven categories were found in the area of fringe benefits which were distinctly different from insurance provisions. Five provisions dealt with benefits for retired or retiring teachers, one statement concerned Board payment of Association dues, and one provision provided for free passes for school sponsored activities.

Working Conditions

The general subject of working conditions is a controversial issue due to a lack of agreement as to what topics should be included in this area. The Tennessee law required Boards and teachers' organizations to negotiate working conditions, but it did not define or limit the scope of the subject. Thus, this writer was required to designate arbitrarily certain topics as working conditions.

Two working condition topics related to teacher-student relationships were class size and student discipline procedures. In the area of class size, four contracts specified a maximum pupil-teacher ratio while ten contracts declared that class size should meet state requirements where possible. Other class size provisions concerned placement of para-professionals, even distribution of students among teachers, waivers, and Board commitment to the reduction of class size.

A total of sixty-four provisions were found in the discipline procedure category. The most frequently found categories concerned the responsibility for discipline (40), corporal punishment (31), dismissal of a student from class (18), and teacher assault (24). Thirteen contracts provided for professional assistance for problem students, eighteen provided for procedures for suspension and expulsion, and twenty-four allowed teachers to use reasonable force for self-protection and the protection of students. Other categories found within the topic of student discipline included Association involvement, Board policy, absenteeism, handicapped students, student due process, and publication of discipline policies (see Appendix, pp. 101-108).

Twenty contracts contained safety provisions which concerned school buildings, assault on employees, the closing of schools and Board assistance to injured employees. Six contracts provided that teachers could not be required to work under unsafe conditions, and seven required the Board to maintain safe and sanitary conditions. Other provisions concerned Association involvement, making up lost days and reimbursement for damaged personal property (see Appendix, pp. 182-185).

Working condition provisions which affected employees during or immediately before or after the actual working day included lunch, meetings, parent conferences, preparation time, and communications. Teacher facilities and equipment, teaching load and classroom conditions, release from school grounds, and reprimands and complaints were also identified within this subject area.

Eighteen contracts contained provisions concerning lunch periods for employees and twenty-five incorporated statements concerning preparation time. Both topics included statements unique to the different systems represented. The general trend of statements, however, reflected Board and Association commitment to making duty-free time available for both lunch and preparation (see Appendix, pp. 152 and 172).

Provisions for faculty meetings were contained in twenty-six agreements. Twelve contracts limited meeting length, ten limited the number of meetings per month, twelve specified the number of days notice prior to a meeting, and thirteen specified the beginning time for meetings. In addition, seven contracts mandated that meetings not

be called on Fridays or holidays; and six allowed teachers the opportunity to suggest items for the agenda.

Twenty-seven provisions were found in fifteen contracts which related directly to teaching load. Provisions for classroom conditions concerned classroom observation, custodial services, aides, reporting procedures, field trips and student evaluation. Closely related was the teacher facilities and equipment topic which was contained in nineteen contracts. The most frequently reported categories provided for parking (12), teacher desk and chair (12), storage space (5), chalkboard space (11), instructional funds (10), and building keys (8). Other subjects within this topic included safety equipment, instructional supplies, instructional design capabilities, closet space and teacher lounges. Four contracts included statements concerning teacher communications (see Appendix, pp.193).

Employee concern for contact with parents and community members was reflected in various agreements. Provisions for parent conferences were included in five contracts while twenty-two agreements contained statements dealing with reprimands and complaints. The most frequently included statements dealing with complaints against teachers concerned the prompt investigation of complaints by school authorities and the right of teachers to meet with complaintants and respond to charges.

Twelve contracts dealt with teachers' absence from school grounds during the school day. Seven contained provisions allowing teachers to leave school grounds after receiving permission of the school principal.

Statements concerning length of employee school day and school year were included in thirty-three and twenty-nine agreements,

respectively. The school calendar topic included such categories as teacher and Association input, individual employee contracts and particular calendar periods. Twenty-nine contracts specified the length of the employee workday with fifteen limiting the workday to seven and one-half hours. Other workday provisions pertained to duty before and after the regular day (18), traveling teachers (2), and extra-curricular assignments (4).

More than half of the negotiated agreements contained statements relative to teacher assignment, transfer and vacancies. Fifteen contained provisions affecting the layoff and recall of teachers. Twenty of the twenty-six contracts concerning teacher assignment required tentative notice of assignment by a specified date. Seven mandated that teachers be assigned exclusively to areas for which they held a teaching certificate. Thirteen provided that traveling teachers not be assigned in a manner which resulted in excessive travel.

Teacher transfer provisions were included in twenty-nine contracts. Twenty-three agreements required teachers to file a written statement requesting transfer when one was desired. Criteria for transfer were described in four agreements, and statements relative to involuntary transfer were contained in fifteen contracts (see Appendix, pp. 201-203).

Thirty-two contracts contained provisions concerning vacancies within the system. Twenty-one agreements mandated that notices of vacancies be posted in each school and eighteen required specific information be included in such notices. A total of twenty-three provisions were identified which concerned criteria for filling vacancies, Association input, and priority hiring of school system

personnel over individuals not employed in the system (see Appendix, pp. 204-205).

Seventeen categories were identified which outlined procedures for layoff and recall. Seven contracts specified layoffs based on seniority while two listed several criteria concerning which employees could be laid off. Seven agreements specified the conditions under which employees could be laid off, and three referred to the Tennessee state law.

Provisions for leaves of absence were included in forty-six contracts. Seven types of temporary leave and thirteen types of extended leaves were identified. Table XII presents the number of contracts containing provisions for the different types of leave and the amount of time allowed for each type.

Several statements concerning each type of leave were found (see Appendix, pp.136-151). A number of provisions were identified which defined the various leaves and many specified the conditions under which leaves could be taken. The most commonly included provisions concerned sick leave, personal/professional leave, jury leave and parental leave. Other provisions concerned leave accumulation, accounting, employee pay and insurance during leave, and miscellaneous statements.

Miscellaneous

A multiplicity of categories was identified which were either partly or totally unrelated to working conditions. These included certain teacher rights, Association/Union recognition, grievance procedures, inservice, Board rights, Negotiations and payroll/dues

TABLE XII

PROVISIONS AND TIME FRAMES FOR LEAVES OF ABSENCE FOUND IN FORTY-SEVEN
OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN TENNESSEE BY MARCH 1,
1980, THE FIRST YEAR AFTER INITIAL COLLECTIVE BARGAINING
LEGISLATION

Type of Leave	Number of Contracts with Provisions	Maximum Allowed						Vague No Limit	Other
		1	2	3	4	5	6		
Temporary Leaves in Days									
Sick	35							35	
Personal and Professional	42		30	5			1	6	
Jury and Legal	24							24	
Religious	5		2					3	
Emergency	3	1 hr.						2 hrs.	
Good Reason	7							7	
Bereavement	8		1	4	1	2			
Extended Leaves in Years									
Political	2								12 wks.-2
Military	20							20	
Legislative- Public Service	18	2	2		2		1	11	
Maternity or Paternity	24	11						13	
Recuperation of Health	18	7	3					8	
Educational	16	5	3		1			7	
Sabbatical	7	5						2	
Overseas Teaching Peace Corps	1	1							

TABLE XII (Continued)

Type of Leave	Number of Contracts with Provisions	Maximum Allowed						Vague No Limit	Other
		1	2	3	4	5	6		
Special Assignment	1							1	
Illness	1	1							
Family Responsibility	1	1							
Association President	10	6	3					1	
Good Cause	14	3						11	

deductions. Also included in this general area were personnel files, preamble and a number of miscellaneous statements unique to individual systems.

Preambles were included in forty-three agreements. Eight contracts contained Association and Board commitment to quality education and fifteen recognized value of teacher input into policy formulation. Other miscellaneous statements were included in the preambles (see Appendix, p. 170).

Forty-three contracts contained recognition clauses. Several positions were specifically included in the bargaining unit while others were specifically excluded (see Appendix, pp. 174-178). Four agreements provided for exclusion of certain administrative and supervisory personnel from the bargaining units under specified conditions. Definitions of the Board, the Association, and personnel were included in several contracts.

Statements pertaining to management and Board rights were included in thirty-two contracts. Sixteen agreements mandated that Boards had the responsibility and authority to direct operations of the school system in accordance with state law, board policies, and provisions of the agreement. Eight contracts specified that failure to enumerate Board rights did not constitute waiver of those rights. Several rights were specifically mentioned and were limited only by the terms of the various contracts (see Appendix, pp. 153-155).

Rights of the Associations or Union were contained in thirty-eight negotiated agreements. Thirteen contracts mandated that the rights were granted exclusively to the bargaining organization. A number

of specific rights were described and each right was accompanied by specifications and limitations. Association use of bulletin boards was included in thirty-two contracts, use of the school mail system was provided in thirty-one, and use of telephones was included in ten agreements. The right of the Association to use school facilities was included in thirty-three contracts, and the right to use school equipment was specified in thirteen agreements.

Released time for Association members was provided for in thirty-four agreements. Twelve contracts specified that the Association would pay for substitutes when members required released time and twenty-one included procedures and criteria for the use of released days. Other Association rights concerned access to members during and after the school day, Association meetings, and the Board's utilization of subcontracting.

Forty-two agreements included provisions for payroll or dues deductions. The most frequently included provisions concerned Association dues deductions (40), the schedule of deductions (37), an agreement by the Association to indemnify and hold harmless the Board against potential claims or liability (18), and the continuity of dues deductions from year to year (21). Several specific types of deductions were mentioned, including credit unions, insurance, annuities, and charitable organizations.

Grievance procedures were included in forty-five agreements. Thirty-six contracts defined a grievance as a violation, misinterpretation or misapplication of the contract, while five added Board policy and four added violation of an employee's rights.

The pursuance of a grievance through the immediate supervisor, superintendent and the Board was the most frequent process (twelve contracts) for handling of a grievance. Fifteen other combinations of steps, however, were identified within the forty-five agreements (see Appendix, pp. 122-124). The time limits for pursuing and responding to a grievance varied substantially among the contracts. Table XIII shows the time limits for each of the steps in the different grievance procedures.

Some type of arbitration was included in twenty-five contracts. Nineteen agreements had advisory arbitration and six included binding arbitration. The sources of arbitrators were varied. The most common source was the Federal Mediation and Conciliation Service. Powers, limitations and cost of arbitration were also included in most agreement allowing arbitration (see Appendix, pp. 126-127).

A total of sixty-seven provisions were identified which concerned conditions, limitations, and Association involvement in grievance procedures. Statements included in at least twenty contracts concerned withdrawal of a grievance, pursuit or response to grievances within time limits, management initiated reprisals against grievants, and placement of grievance material in personnel files. Forty contracts provided for Association involvement in grievance proceedings.

Provisions for in-service were included in twenty-three agreements. Seventeen contracts established in-service committees, while thirteen provided for teacher input into the design of inservice programs. Four agreements contained statements concerning the funding

TABLE XIII

MAXIMUM DAYS ALLOWED FOR PROCESS OF A GRIEVANCE IN THE GRIEVANCE PROCEDURES INCLUDED IN FORTY-SEVEN OF THE FORTY-EIGHT CONTRACTS NEGOTIATED IN TENNESSEE BY MARCH 1, 1980, THE FIRST YEAR AFTER INITIAL COLLECTIVE BARGAINING LEGISLATION

Steps	Days									
	1 - 5	6 - 10	11 - 15	16+	Vague					
Informal	6	12	7	3	2		3		23	26
Immediate Supervisor	15	23	16	18	3	1	1		9	3
Superintendent	16	19	20	18	2	2	1		2	2
Board	14	4	24	22	2	3		11	3	3
Supervisor	1	1	1	1						
Advisory Grievance Panel		1	2	1			1	1		
Binding Arbitration			2				3	1	1	5
Advisory Arbitration	2		7	1	4	2	5	4		11
Superintendent Designee	5	4	3	4						
Mediation					1					1
Fact-finding Committee	1									1
	S	R	S	R	S	R	S	R	S	R

S = The number of days within which grievances must be submitted.

R = The number of days within which grievances must be responded to in writing after a meeting.

of in-service activities, and six included actual activities appropriate for in-service programs.

Individual employee rights were included in a substantial number of agreements. Thirty-three agreements contained provisions regulating employee personnel files. Nineteen of these allowed teachers to attach written responses to negative material, twenty-two provided that no anonymous material be included in files, fourteen required persons who drafted file material to sign and date it, and thirty allowed employees access to their own files. Twelve agreements provided for the removal of derogatory material from files after a specific time period and under certain conditions.

Other individual rights were enumerated in the various agreements. Eight contracts granted political freedom, thirteen granted personal freedom, ten granted academic freedom, and seven provided for religious freedom. In addition, a statement of non-discrimination was included in fourteen agreements.

Several miscellaneous provisions were included in the contracts. Twenty-nine agreements contained provisions for future negotiations and nineteen of these contained some detailed negotiations procedures. Savings clauses were included in forty-one contracts. Statutory savings clauses and waiver or "zipper" clauses were included in fourteen contracts, and maintenance of benefits clauses were included in twelve. Other miscellaneous statements concerned special teachers and services (3), student teachers (2), health requirements (4), profession or intraschool councils (19), Board policies (7), and contract printing costs (9).

CHAPTER IV

SUMMARY, CONCLUSIONS AND RECOMMENDATIONS

I. INTRODUCTION

This study has examined the content of forty-seven school board-teacher organization agreements negotiated in Tennessee during 1979-80, the first year of negotiations under a new professional negotiations law. Specifically, the study was designed to answer the following questions:

1. What was the scope of topics included in the contracts?
2. Which of the contracts addressed the eight topics mandated by the Tennessee negotiations law?
3. What differences existed between the scope of topics of the contracts and the scope of topics included in a NEA topical outline?
4. What were the categories in each topic in the contracts and what was the frequency of each category?

A review of related literature revealed that the legal bases for negotiations were varied and that the historical events related to negotiations in education closely paralleled the efforts of the American Federation of Teachers and the National Education Association. Legal bases for negotiations in the thirty-two states allowing negotiations included legislation, judicial rulings, attorney general opinions, and constitutional statements.

The scope of negotiations within the several states varied considerably. Some enactments adopted the language of the National

Labor Relations Act while other laws either specified or prohibited subjects for bargaining. Other influences impacting upon the scope of bargaining included the decisions of courts and labor relations boards and commissions.

An analysis of research concerning negotiated contracts revealed that the content of agreements expanded over a period of years. Most of the studies concluded that economic issues were the primary concern in negotiated agreements. Studies related to the effects of negotiated agreements produced conflicting results. This was particularly true in the area of wages and salaries. There was a general consensus, however, that negotiated contracts resulted in a wider base of participation in decision-making and thus a change in school governance.

The Tennessee Education Professional Negotiations Act was enacted through the efforts of the Tennessee Education Association, an affiliate of NEA. The law mandated negotiations in eight specific areas and allowed bargaining concerning conditions of employment. Sixty-five school systems participated in negotiations under the Tennessee law during the first year and involvement of both the Tennessee Education Association and the Tennessee School Boards Association was clearly evident.

II. SUMMARY OF FINDINGS

An analysis of the forty-seven contracts included in this study provided indications for the direction of negotiations in Tennessee. A summary of the findings generated through this analysis include:

1. A wide range of topics was found in the forty-seven contracts with a total of thirty-four topics identified.

2. The eight areas mandated by the Tennessee law were included in most of the agreements. Provisions concerning salaries and working conditions were found in all of the contracts. The least included areas mandated by law were discipline procedures and insurance/fringe benefits, and these were included in thirty-eight contracts.

3. The scope of topics included in the contracts generally encompassed more than the areas mandated by law.

4. More than two-thirds of the 154 categories included in a NEA topical outline were identified in the contracts.

5. The most often included topics concerned salaries, working conditions and organizational benefits. Only a few agreements contained provisions directly related to the instructional program.

6. A substantial number of categories were included with most topics. The major functions of these categories were to enumerate specifications and limitations associated with the topics.

7. A number of miscellaneous provisions were included in the contracts which did not directly relate to wages, fringe benefits, working conditions or organizational benefits. Many of these categories were included in several contracts while others concerned conditions and personnel unique to individual systems.

III. CONCLUSIONS

The findings generated through the analysis of the forty-seven contracts provided the basis for the following conclusions:

1. Despite assistance from state and national organizations, it was obvious that local concerns were included in negotiations efforts and negotiator expertise varied from system to system.

2. It was evident that good faith negotiations existed due to the wide range of topics. Many of the topics were not mandated by the law.

3. The Education Professional Negotiations Act served only as a basic guide for negotiations throughout the state.

4. Even though local concern was reflected in the negotiated agreements, some national influence was evident.

5. The topics included in the Tennessee contracts reflected trends in contracts from other states, with greater emphasis on economic and organizational gains rather than educational improvement.

6. The training of negotiators by outside groups was reflected in the large number of specifications and restrictions included within each negotiated topic.

IV. RECOMMENDATIONS

As a result of the findings of this study and the research associated with this study, the following recommendations are presented:

1. There is a need for local administrators to assess local concerns and base future administrative actions on such information.

2. Comprehensive contracts should be examined in light of the extent to which they reflect the concerns of employees within a particular school system.

3. Increased efforts should be made by administrators and teacher organizations to improve communication within the negotiations framework. Improved communication should result in less conflict and more meaningful negotiations.

4. A study should be designed to ascertain the efficacy of the Tennessee law in relation to a positive climate for negotiations within the state.

5. Local administrators and teacher organization leaders should assess the impact of state and national influences on local negotiations activity and on the negotiated agreements.

6. Negotiated agreements should be analyzed in terms of both impact on educational personnel and impact on the quality of education. The perceptions of teachers, administrators, board members, students, parents, and non-parents should be included in this analysis.

7. A content analysis of subsequent agreements from these school systems should be conducted in order to determine the changes in the agreements over a period of time.

8. A study should be designed to gauge the economic impact of negotiations on the school systems in Tennessee.

9. Content analyses of contracts should be conducted which would include a number of demographic variables within the various Tennessee school systems in order to ascertain relationships between variables and the content of negotiated agreements.

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APPENDIX

APPENDIX

CONTENT ANALYSIS

ASSOCIATION RIGHTS (38)

General

1. Certificated personnel are guaranteed all rights as outlined in the Professional Negotiations Act. (4)
2. The rights granted herein to the Association shall not be granted or extended to any other organization representing teachers. (13)
3. Employees shall have the right to join the Association and participate in its various activities without fear of reprimand or fear of placing their jobs in jeopardy. (8)
4. The rights specified in this article apply to the Association and are not intended to infringe upon the rights as specified by law of any other organization claiming to represent teachers. (1)
5. Recommendations by the Association, with the approval of the majority of the membership of the Association, may be made in writing to the superintendent. (1)
6. The Association shall not use students to convey Association or teacher views on matters relating to teacher-administrator or Board-teacher relationship to either parents or students. (3)

Bulletin Boards 32, School Mail System 31, and Telephones 10

1. The Association bulletin board shall not be a part of any instructional bulletin board. (1)
2. If no board exists, the Association may install one at its own expense. (2)
3. The Board shall supply a bulletin board in each school for Association use. (4)
4. An information copy of distributed notices and other material shall be sent to the building principal at the time of posting and/or distribution. (2)
5. All communication posted shall have proper Association identification. (2)

6. Unless approved by the Board and superintendent, political campaign literature shall not be posted on school bulletin boards or employee bulletin boards or distributed through school mail boxes. (7)
7. The Association shall have exclusive use of at least 50 percent of bulletin board space in each teacher lounge. (3)
8. The Board reserves the right of the principal or building administrator, acting as its agent, to remove any materials from bulletin boards, which, in his/her opinion, do not conform to the purpose or intent of this provision. (1)
9. Only those bulletin boards designated for use by the Association shall be used for posting Association material on school board property. (2)
10. Bulletin boards shall be located to the extent possible in areas not frequented by students or the public. (12)
11. No material placed on bulletin shall be detrimental to the employee and employer relationships. (3)
12. The Association shall approve, by the president and/or building representative's signature, all material posted upon the board and shall accept responsibility for materials posted thereon. (1)
13. Copies of all information posted shall be sent to the chairperson of the Board. (1)
14. Material posted shall be of a professional nature. (1)
15. The Association shall assume the responsibilities for all material that it posts on bulletin boards or places in mailboxes and agrees to indemnify and hold harmless the school system, its employees and Board members against any and all liability which may arise from such content. (3)
16. The Association bulletin boards will be for the exclusive use of the Association. (1)
17. Union materials shall be distributed to the teacher without censoring by administrators. (1)
18. The Association may use the mail system provided that there shall be no communication relative to work slow down, work by rule, work action, strike, picketing, boycott, or other stoppage of, or interference with the Board's work or business. (1)
19. The Association may use the mail system provided that the volume of communication does not hamper the flow of regular mail. (2)

20. Misplacement and/or loss resulting from Association use of the interschool delivery system shall not be grievable. (1)
21. Association use of mail system limited to two pieces of ten or fewer pages in a given week of individually addressed mail per school. Bulk mail may be sent to faculty representative and intended for Association use only. (21)
22. Pick up and delivery at the Association office shall be provided once each week during regular school year delivery. (1)
23. Association mail must be delivered in bulk. (1)
24. The president of the Association shall have, upon request, and with prior approval of the principal, a telephone installed in his/her classroom. (7)
25. The use of the telephone shall not be allowed to interfere or interrupt the educational process. (2)
26. The expense of the telephone shall be borne by the Association. (6)
27. The Board shall 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 other mutually agreed upon location. (1)
28. The president of the Association and any teacher shall have use of the WATTS line for school business. (1)
29. The president will not make or accept any phone calls during teaching hours. Emergency calls may be received through the school office. (2)
30. 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. (1)
31. Long distance calls of the Association shall be paid for by the Association. (1)
32. The actual place of installation requires the approval of the building principal. (2)

Use of Facilities (33) and Equipment (13)

1. The Association and its members shall have the right to make use of school buildings and facilities for meetings as approved by the principal. (18)
2. The Association shall furnish all materials and supplies. (18)

3. The Association shall be charged actual costs and/or additional expenses connected with use of school facilities. (13)
4. Use of school building by the Association must be requested in advance to building principal and/or the superintendent stating time and place of the meeting. (4)
5. Statement listing specific equipment to be used by the Association. (3)
6. No administrative office shall be used for conducting organization business without the permission of the building principal. (1)
7. Use of equipment shall be on a checkout basis. (1)
8. Personnel for operating all equipment shall be furnished by the Association, excluding the use of central office personnel. (1)
9. Permission to use facilities will not be unreasonably withheld. (1)
10. Whenever possible, the president of the Association shall be allowed to maintain an office in his/her building separate from instructional and planning areas. (1)
11. The president of the Association shall have a key to his/her assigned building to permit access to the Association office. (1)
12. Association members will not be permitted to remove school equipment from the premises for personal use. (1)
13. Use of school equipment to prepare political materials to promote the political candidacy of a party or individual will not be permitted. (1)
14. The Association agrees to indemnify and hold the Board harmless of and from any damage or cost of repair arising out of Association use.
15. The Association may not use facilities if such facilities are regulated by source of funding. (1)

Released Time for the Association (34)

The Board will provide the following amount of days to the Association:

<u>Days</u>					
8	8	4	5	1	1
1-5	6-10	11-15	16-20	21-25	26-30
1			3	1	2
31-35	36-40	41-45	46-50	50+	Vague

1. The Association member on release time will remain on a paid status and the Association will pay to the Board the current rate for substitute teacher for each day used. (12)
2. Association must notify the Board of the need for release days prior to days taken.

Day Notice

Contracts	7	1	1		5		1					
Days	1	2	3	4	5	6	7	8	9	10	Vague	

3. No release time shall be provided during inservice education. (1)
4. At the beginning of the school year, the Association shall submit to the superintendent/Board a list of Association activities and dates for which release time is needed. (Adjustment may be made as schedule changes dictate.) (1)
5. No one employee may take more than five (2), ten (1) days.
6. Board shall provide up to _____ days to the association president.

Days

Contracts	(1)	(1)			(1)						(1)
Days	1	2	3	4	5	6	7	8	9	10	

7. The president of the Association shall be released two class periods per day. (1)

Periods

8. Use of release days shall be left to the discretion of the Association and Board. (2)
9. Any person claiming release time of three or more days in succession shall do so only with the approval of the superintendent. (1)
10. No release time shall be granted the first two weeks of school, the last two weeks of school, two days preceding holidays and two days following holidays. (1)
11. Association officers may use personal or professional leave as approved by the superintendent for association business. (1)
12. Each principal will attempt to provide in-house classroom coverage for duly elected and attending delegates to the T.E.A. representative assembly. (1)
13. Release time may be taken if a suitable substitute is available. (3)

Access to Members for Association/Union Business (25)

1. Representatives of the Association shall be permitted to transact official Association business on school property only before and after the end of the official school day, provided this does not interfere with any school operations, before and after school day. (8)
2. Union representatives shall be allowed to visit schools where teachers are assigned to conduct Union business with the following conditions: Union representatives will immediately report to the school principal and indicate the purpose of the visit. Such visitation shall in no way disrupt or interfere with a teacher engaged in classroom activities requiring student attendance. (1)
3. The Board shall provide the Union with advanced written notice of at least ten days of any orientation meeting for incoming teachers. The Union will be given place on the agenda of any orientation program. (1)
4. The Board shall provide ample time for the Union to speak with all teachers at the first day of county-wide inservice training in order for the Union to explain and define its policies and procedures. (1)
5. The Board shall permit the Union to set up an information booth outside the county-wide meeting place on the first day of county-wide inservice training. (1)
6. Necessary official Association business will be conducted through the office of the principal if possible during the school day. (1)
7. The Association agrees to furnish a list of certified building representatives at the beginning of each school year to the superintendent and building principal. (1)
8. If transaction of Association business interrupts normal school operations, it shall be stopped by the principal immediately and reported to the superintendent and to the president of the Association. (1)
9. Prior to the opening of any school year, the Association may request that not more than one-half day of regularly scheduled inservice day be provided for Association use. (1)
10. T.E.A. representatives may be allowed to confer briefly during the school day as long as it does not disrupt and has principal's approval. (1)
11. Representatives must check in at office. (4)
12. Business during teaching hours only with approval of principal. (2)

Association Meetings and Meetings with Administration (4)

1. Meetings of the Association, whether in groups within a school or general meetings shall be arranged for in advance through the office of the school where the meeting is to be held. (2)
2. After a union meeting has been formerly scheduled, no principal or Administrator of a school shall schedule any activity or program which will interfere with the conduct of the meeting. (1)
3. Meeting places in the school shall be provided at no cost. (1)
4. Once per month, a meeting shall take place between the principal and the union representative in each school to discuss teacher and student welfare, the operation of the school, and any question pertaining to this agreement. (1)
5. If the meeting is held on school time, the representative will be relieved from duty without loss of pay or accumulated leave. (1)
6. Meetings between the union and the Board shall be held as needed at a mutually agreed time and place. (1)
7. Meetings between the superintendent and the union shall be held at least once a month. (1)
8. At request of the Union building representative, the building principal shall at faculty meetings schedule time for Union building representative to present matters of union concern. (1)
9. Association meetings shall not occur during the normal work day of employee, nor at other times which conflict with school activities as determined by the building administrator. (3)
10. Regularly scheduled Association meetings shall be presented for Board approval by the regularly scheduled August school board meeting. (1)
11. The Association is restricted to use of the dining room, auditorium, gymnasium, or library of any school during the normal school year. (1)

Association Access to Board Meetings and Information (24)

1. The Board will place on the agenda of each regular Board meeting any matter brought to its consideration by the Association, provided that such matters are made known prior to said meeting. (24)
2. The Association shall be provided with an agenda prior to each Board meeting and minutes of each Board meeting at the same time they are mailed to the Board members. (7)

3. The Association shall be provided, upon request, with the following information: (1)
annual financial reports
tentative budget as submitted to the County Commission
final budget
names of employees with experience and level of training
records
data
4. The Board shall provide the Union president one free copy of the teachers directory. (1)
5. Nothing herein shall require the central administrative staff to research and assemble information or to furnish copies of tentative work papers. (1)
6. The Association will have the responsibility of obtaining the agendas from the central office. (3)
7. Dates of regular meetings of the Board shall be provided the Association president in the form of an annual announcement. (1)
8. The Association president shall be notified as early as possible of special and/or rescheduled meetings. (1)
9. The local Association shall be provided a copy of the Board policy handbook. (1)

Subcontracting (4)

1. The Board shall enter into no contract which will result in instruction being provided, supervised, or otherwise influenced by any person or persons, organizations, group or company other than properly certified persons directly employed by the Board or by the Association and covered by this agreement without the express written approval of the Association. (2)
2. The Board retains the right to subcontract. (2)

CLASS SIZE (14)

1. The Board shall endeavor to limit class size to the guidelines as prescribed by the state and/or Southern Association of Colleges and Schools but in no event shall a student be assigned to a class unit in:

K-4 where enrollment exceeds 30 students

5-6 where enrollment exceeds 35 students

7-12 where enrollment exceeds 37 students

Physical education, music, art shall conform to those limits set forth by the Commissioner of Education. (1)

2. In grades 7-12, no teacher shall be required to teach more than 185 students in a day. (1)
3. Assignment of para-professionals to classes shall not be based on the requirement that the teacher be required to accept an increased load, but shall be based on their assistance to the teacher with an established load. (1)
4. The Board shall endeavor to employ a sufficient number of teachers to comply with teacher-pupil ratio as described in the Rules, Regulations and Minimum Standards. (1)
5. Pupil-teacher ratio shall not exceed the following except in large group instruction or experimental basis where the Association has agreed in writing: (1)

	Optimum	Maximum
Kindergarten	15	20
1-6	20	25
7-12		30
Physical education		35

6. When the number of pupils in a particular school and grade level exceeds the minimum standards, the pupils will be evenly distributed among the teachers assigned to that grade level whenever possible. (1)
7. Pupil-teacher when possible shall not exceed the following: (2)

K-4	25
5-6	30
7-12	35
8. The Board shall initiate or permit the practice of transferring students' names from one teacher's class roll in order to achieve adherence to class size regulations. (1)

9. The Board agrees that class size should be lowered whenever possible. (2)
10. A written copy of waivers granted by the state shall be forwarded to the Association. (1)

DISCIPLINE PROCEDURES (38)

1. The Board hereby assures teachers that it and the administration will give support and assistance to teachers with respect to the maintenance of control and discipline in the school within the framework of Board policy. (18)
2. The Board and the Association recognize the mutual responsibility shared by teachers and administrators in the maintenance of student discipline and control. (9)
3. The administrator and staff agree to work co-operatively at the building level to take preventive measures to control and prevent areas of stress. (1)
4. Certificated employees under contract to the Board shall adhere to the Board's policies relating to discipline. (1)
5. School authorities shall provide for correction of student behavior. (1)
6. It shall be the responsibility of the building principal working with the staff 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 schools. (2)
7. The Board recognizes its responsibility to give support and assistance to principals and teachers with respect to their responsibility for maintenance of control and discipline in accordance with Board discipline policies in the school building, on the school grounds, on the school buses going to and from school, during intermission, lunch or recess period, or while engaged in school sponsored extracurricular activities at or away from school or while on school buses going to or coming from such activities. (1)
8. During the first week of each school year, the principal shall review with his/her staff Board policies relating to student discipline. (1)
9. Each teacher is responsible for and shall have such authority as is necessary for the maintenance of good order within his/her classroom. (4)
10. It shall be the responsibility of each principal to establish and maintain effective discipline within the school. (3)
11. Whenever it appears that a particular student requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians or other professional persons the Board will take reasonable steps to assist the teacher with respect to such students. (13)

12. A Professional Council subcommittee shall be responsible for development of student discipline procedures. (1)
13. It is the responsibility of the Board to adopt policies describing student discipline procedures for the system, including, but not limited to, corporal punishment, classroom control, suspension, expulsion and assault on employees. In the development of these policies, the Board will secure input from the Association, students and parents. (2)
14. It is agreed 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 of the teacher is to exercise his full professional competence toward the motivation of pupils into worthy learning activities. (2)
15. All professional employees are responsible for enforcement of all policies and procedures regarding student behavior and discipline. (2)
16. It is the duty of all teachers to assist in the discipline of the total school. (1)
17. Forms and instructions for disposition are included in the contract. (1)
18. Procedures for suspension and expulsion of pupils from school shall be in accordance with the provision of TCA 49-1309 and/or the policies of the Board. (18)
19. Procedures for suspension and expulsion shall be distributed yearly. (15)
20. The Association agrees to provide the Board a copy of the TEA/NEA Employment Liability Policy. The Board agrees that it will not provide a copy of this policy or release contents to others without written permission. The Board agrees to provide the Association copies of all insurance policies it carries on employees and the Association agrees not to release such information without written permission of the Board. All such plans may be provided to both parties' attorneys. (1)
21. The faculty shall set limits for absenteeism. (1)
22. Any student registered for less than four credits shall be considered a part-time student. Part-time students shall not be eligible to participate in extracurricular activities, serve as class officer or be elected to positions of honor or responsibility. (1)

23. The Board shall entertain any recommendations for improvement of student discipline procedures. (1)
24. The principal will appoint an advisory committee concerning student behavior of 2-5 faculty members, with the principal as chairperson and at least one member being an Association representative. However the principal shall retain responsibility as chief administrative officer over conduct of the school concerning student conduct. (1)
25. Written policies governing discipline shall be developed by a Discipline Policies Committee. (5)
 - (A) Committee shall consist of the following members: two elementary teachers and two middle school teachers appointed by the Association; an assistant principal, one elementary principal and two school directors appointed by the superintendent. (2)
 - (B) Committee consists of four members selected by the superintendent and four members selected by the Association. (1)
26. The Association and Board recommend that a copy of Board discipline policy be sent to parents during the first week of the year. (2)
27. There will be established in each school a committee to review discipline policies. (3)
28. When a discipline problem involves a student verified and being served as a handicapped child as defined in Chapter 831 or PL 934-142, the principal shall convene the multidisciplinary team which will handle the problem from that point.
29. When a particular student requires special services, the principal will take positive steps to assist the teacher. (1)
30. The principal shall keep a written record of students who have been referred for disciplinary action. (1)
31. It is agreed that when a student has committed an alleged offense of such seriousness which might result in suspension by the principal, the student shall be afforded appropriate due process rights and procedure. (1)
32. Within the first two weeks of school, the principal will by his/her own method inform employees and pupils of his/her school's discipline procedure. Teachers shall be provided the opportunity to have input in the formulation of this procedure. (1)
33. Staff input shall be welcomed when policies are being written, reviewed, and/or revised. (1)

34. In administering discipline, the student's right to due process shall be protected. (1)
35. Each school principal will be responsible for notifying each student and parent of the rules of his/her particular school. (2)
36. The Discipline Hearing Committee shall continue to function with respect to student suspensions. (1)
37. The teacher shall maintain an annotated log of disruptive student behavior to assist the building principal or his designee in discipline. A standard form shall be used. (1)
38. A written statement of current board policy governing the use of corporal punishment shall be maintained in each teaching station (1), distributed annually (13), published (9).
39. Corporal punishment may be administered only after a reasonable number of correctional approaches have been tried and failed. Said punishment shall be used only as a means of correcting behavior problems and shall under no circumstances be used to force conformity to academic standards. It shall be administered in the presence of another professional employee. (1)
40. For grades K-6, corporal punishment procedures shall include the following: 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. The number of designees for each school shall be based on the number of class room teachers (chart given). A list of the designees shall be given to the faculty of each school and forwarded to the Superintendent. This procedure shall in no way relieve the principal from continued responsibility for administering, permitting, and/or witnessing corporal punishment. (1)
41. For grades 7-12, corporal punishment shall include the following: corporal punishment shall be administered only by a principal, associate or assistant principal of 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. If the principal, associate or assistant principal, is not immediately available, then the principal's designee may give such permission. (1)
42. Corporal punishment shall be administered only after more positive actions have been taken. (2)
43. Corporal punishment shall be administered privately in the presence of a witness. (2)
44. Corporal punishment shall be administered in a manner which is not degrading or embarrassing to the student. (1)

45. Corporal punishment shall be administered humanely, with reasonable restraint and never in anger. (2)
46. Corporal punishment shall be administered so that no part of the head or face shall be struck. (1)
47. In the case of corporal punishment, 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 actions as deemed necessary, including suspension. (1)
48. In the absence of a published policy concerning corporal punishment, teachers shall be free to employ such means of corporal punishment as they shall in their discretion regard as reasonable. (2)
49. The principal must give, in principle, approval to the use of corporal punishment in the school. (1)
50. For corporal punishment, the witness must be informed beforehand and in the student's presence the reason for the punishment. At this time, the student will be allowed to respond briefly to an egregiously arbitrary or contrived application of punishment. However, there is no requirement that the student be afforded a formal opportunity to present his/her side to the second person. (1)
51. After administering corporal punishment, the child's parents must be provided a written explanation by the person administering the punishment of the reasons for the punishment and of the name of the witness. (1)
52. Corporal punishment shall be administered by teachers in accordance with Board policy. (1)
53. In all but those acts of misconduct that are so antisocial or disruptive in nature as to shock the conscience, the student must have received prior notice that specific misbehavior could occasion the use of corporal punishment. (1)
54. A teacher may request assistance of the building principal or his designee when behavior of a child interferes with the rights of other children or disrupts class room instruction which results in a general breakdown of discipline. (3)
55. Each principal will be responsible for providing the teachers of his particular school in writing, a procedure by which they may exclude a student from their class for disruptive behavior. (2)

56. A teacher may interrupt a class temporarily when the grossness of the offense of a student, the persistence of the misbehavior or the disruptive effect of the violation make the continued presence of the student in the class room intolerable. In such cases, the teacher shall summon the principal promptly while the teacher remains with his/her students. The principal shall hold the student in detention until that particular class has ended; at which time, the teacher will immediately make known to the principal those factors manifested in the child's misbehavior. (6)
57. A teacher may temporarily dismiss, by referring to the principal or his designee, a pupil from his/her class when the grossness of the offense, the persistence of the misbehavior, the disruptive effect of the violation makes the continued presence of the student unacceptable. In such cases, the teacher will immediately furnish the principal or his designee, in writing, with knowledge of the dismissal and, as soon as possible, but no later than the conclusion of that school day, the full particulars of the incident. The teacher shall readmit the pupil upon the authorization of the principal or his/her designee. (8)
58. The principal may return a student to class. However, if the misbehavior or disruption persists, the teacher may again remove the student from the class room until such time as the principal solves the problem caused by the student in the class room. (2)
59. When a student has been referred to the principal for a second time, the student shall not be permitted to return until a conference is held with the principal, teacher, student, and parent. Prior to the conference, no other teacher shall be required to keep the student in his/her class room. (2)
60. Maintenance of proper student behavior is primarily the responsibility of the class room teacher. Student may be referred to the designated administrator. The teacher shall furnish the full particulars to the referral as soon as his/her teaching obligations allow. Each referral shall be treated individually and without precedent according to the administrator's judgment. (2)
61. Any reasonable and appropriate means, including the use of physical restraint, may be used to prevent a threatened breach of discipline or to stop a continuing breach of discipline. Physical restraint will be used only after other measures for preventing a breach of discipline or stopping its continuance have been ineffective. (1)
62. After a student has been removed from class and a conference has been held, further problems will result in suspension according to TCA 49-1309. (1)

63. A teacher may use such force, as is reasonable and necessary, to protect himself/herself or a student from attack or injury. Any attack or assault shall be reported to the principal immediately. (24)
64. In the case of assault, a written statement with detailed facts and witnesses thereof shall be filed with the principal. (3)
65. Board assistance in cases of assault or attack shall be as follows:
- (A) The Board will provide legal counsel to advise an assaulted teacher of his/her rights and obligations and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. (9)
 - (B) Time lost by an assaulted teacher if injured during performing their duties shall not be charged against said teacher, up to a maximum of five days. (1)
 - (C) Time lost for required appearances before a judicial body or legal authority shall result in no loss of salary or reduction in accumulated leave. (1)
 - (D) In case of disability, the teacher's salary shall continue in full without reduction in accumulated leave until Workman's Compensation benefits begin. Thereafter, the Board shall pay the difference between the compensation payment and the contractual salary of the teacher without reduction of accumulated leave for a period of up to, but not to exceed more than six months. (2)
 - (E) In the event that a Workman's Compensation Claim is being contested, the Board shall continue to pay the teacher's wages without reduction of accumulated leave of up to but not more than six months. (1)
 - (F) All medical expense not covered by the health insurance policy, shall be borne entirely by the Board.
 - (G) Any injury must be verified by a licensed physician(s). (1)
 - (H) Time lost by a teacher shall not be charged against the teacher and the teacher shall not suffer any loss of pay as the result, unless proven guilty in court. (40)
 - (I) Time lost by a teacher in excess of unused accumulated sick leave in connection with any incident shall not be charged against the teacher and the teacher shall not suffer any loss of pay as the result. (1)

- (J) The Board will pay for necessary and resonable medical expenses for personal injury incurred from the assault the amount not reimbursable through any personal or group insurance coverage the employee may have for a period of one calendar year following the date of injury. The obligation of the Board for such medical expenses shall not exceed \$1000 for any one incident. (1)
- (K) The Board shall give employees support, within its resources, in cases of physical assault from an employee while an employee is acting in a reasonable, proper and lawful discharge of assigned duties, providing the employee is willing to file and press charges against the party or persons who perpetrated the assault. Any legal assistance shall be limited to such counsel and advice as offered by the office of the District Attorney General. (1)
- (L) A teacher shall not suffer any loss of pay if it is necessary to pursue in court an assault case, he/she is injured in the assault, or a parent conference during the school day is necessary. (1)

DISMISSAL/FAIR TREATMENT (14)

1. No employee may be prevented from securing employment outside the system if he/she is temporarily dismissed because of decrease in enrollment or other good reason. (1)
2. A teacher shall not be refused employment, dismissed, non-renewed, suspended or discharged, except for a just and sufficient cause. (4)
3. No teacher shall be dismissed or suspended except as provided in the Tennessee Tenure Law. (9)
4. When it is necessary to recommend that a non-tenured employee not be rehired, this action can be taken only after full compliance with the evaluation procedure. (1)
5. Employees shall be given reasonable written warning specifically identifying the behavior which, if not corrected, could be basis for termination. (8)
6. Before a notice of non-reelection or dismissal is sent, the appropriate superior will have a conference with the employee, including a review of the evaluation and any anecdotal records relating to that employee. If requested by the employee, an Association representative will be present at the conference. (1)
7. A written notice of the specific charges shall be provided by the Administration to the employee. A copy of this notice shall be sent to the Association. The notice of termination shall be sent prior to April 15 to be applicable to the next succeeding year. (6)
8. Contact included statement which outlines Board hearing and subsequent judicial review. (1)
9. Any non-tenured certificated employee may request a hearing with the principal, the superintendent and the chairman of the Board upon notice of said employee's termination of employment. (2)
10. Non-tenured employees who are terminated because of incompetence or classroom performance shall be given advance written notice of specific charges prior to April 15. (1)
11. The person dismissed will be told why he or she is being dismissed. A written or public explanation is not required. (1)
12. Any action against any teacher shall follow the following procedures:
 - A. Notification in writing stating cause. (4)

B. The right to a private hearing with the benefit of union representative or council before the superintendent who shall explain cause. (1)

C. Hearing before the Board. (2)

13. Until such time as dismissal or suspension is found to be justified, full salary and benefits shall continue to accrue for the teacher. (1)
14. If a Board hearing is unsatisfactory to the teacher/union, the decision may be appealed to arbitration such as in grievance procedure. (1)
15. If cause for dismissal is found to be without merit, the teacher shall be reinstated to former position with pay retroactive to the date of adverse action. (1)
16. If dismissed, the superintendent will give the teacher a written notice of the decision with a form advising the teacher of his/her legal duties, rights and recourse. (1)
17. In the event a deficiency could result in termination of employment, copies of any notice to the teacher shall be promptly forwarded to the Association. (1)
18. If a teacher with a satisfactory evaluation is terminated solely due to a drop in enrollment and/or elimination of position, said teacher's recommendations to all prospective employers shall reflect the reason. (1)

EVALUATION (32)

1. It is understood that the principle objective of teacher evaluation is to maintain and improve the quality of education in the system. (17)
2. The purpose of evaluation is to maintain and improve professional competence. (4)
3. Teacher evaluation shall be conducted only by the building principal and/or assistant principal. (5)
4. Both parties shall sign the written evaluation and a signed copy shall be given to the employee. It is understood that the employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content. (16)
5. All teachers will be evaluated according to TCA, Rules, Regulations and Minimum Standards, and Board of Education policies and procedures. (2)
6. All professional personnel shall be evaluated each year. (1)
7. A copy of the evaluation instrument will be given to each certificated employee under contract to the Board by a certain date. (8)
8. Non-tenured teachers shall be observed for the purpose of evaluation at least 8 (2) 8 (3) times during the year.
9. Following the evaluation a conference shall be held between the evaluator and the evaluatee to discuss the instrument as completed. (18)
10. Upon completion of the post-evaluation conference, one copy of the completed evaluation form and one copy of the self-evaluation form shall be filed in the superintendent's office. (1)
11. If a certificated employee feels that his/her evaluation is incomplete or unjust, he/she may put his/her objections in writing and have them attached to all copies of the evaluation report. (20)
12. Teacher evaluation shall begin no earlier than October 1, and shall not continue beyond April 1 in any school year. (1)
13. Formal observations shall not be for less than 30 minutes, 10, less than 15 minutes 1, less than 20 minutes 1

The Board has the prerogative and responsibility to develop evaluation procedures. (1)

14. In the post-evaluation conference, the discussions shall include the evaluator's written statement of the teacher's strengths and weaknesses. (2)
15. The post-evaluation conference shall include discussion of improvement desired. (2)
16. The post-evaluation conference shall include discussion of how the evaluator plans to assist the teacher in obtaining the desired improvements. (1)
17. The post-evaluation conference shall include discussion concerning the length of time for desired improvements, and the consequences which may occur if the desired improvements are not made. (1)
18. A teacher shall be notified of the final recommendation regarding his/her individual contract status no later than April 15. (2)
19. The Board shall not use any type of mechanical or electronic device for the purpose of monitoring or recording the performance of any teacher. (2)
20. Any teacher requested to meet with his/her principal or other administrator for disciplinary or corrective reasons shall be given advance notice of the meeting, be informed in writing of the reason for which his/her presence is requested, and may be accompanied by a representative of the union/association. (3)
21. Evaluations shall be conducted according to the option agreed upon between the employee and the superior. Options available are (a) principal or assistant principal (when acceptable to teacher) does the evaluation; (b) Principal and appropriate central office employee perform the evaluation. The final evaluation responsibility for rating process shall be the principal's. (1)
22. Evaluation shall be based on total performance in the school. (1)
23. No adverse information based solely on hearsay may be included in an evaluation. (1)
24. Two evaluations shall be at least sixty days (60) apart. (2)
25. Tenured employees shall be evaluated once 7; every other 1 every third 5 year.
26. An employee may request and be granted a conference with the evaluator after any observation. (10)
27. Definite positive assistance shall be provided without undue delay to employees with deficiencies. (8)

28. At the employee's request, a representative of the Association may be present at the evaluation conference. (2)
29. Procedures for assistance but not evaluations may be subject to the grievance procedure. (2)
30. The faculty shall be oriented to the evaluation process prior to any evaluations. (23)
31. Each formal observation shall be preceded by at least two in-class observations, one of which shall be for at least a full class period of the employee's performance. (3)
32. Teachers must realize that some action on their part should be taken to improve areas where the evaluator indicates that improvement is needed. The Board and the Association agree that failure to attempt to improve when a teacher has been informed that improvement is needed is inconsistent with the intent of the evaluation procedure. (1)
33. It is understood that the quality of education in the school district can be more readily achieved by a manifest willingness on the part of the Board and the Administration to assist all teachers, and especially the less experienced ones, in improving their professional skills. (8)
34. Evaluation shall be conducted only by a qualified building principal and two teachers (one person from the central office staff) selected by the teacher being evaluated. (1)
35. No written report shall be submitted to the superintendent, placed in the teacher's file or otherwise acted upon without a prior conference with the teacher as indicated above. (10)
36. If a teacher is teaching outside his/her area of certification, the evaluator shall note this fact on the evaluation form. (3)
37. Evaluations will be conducted by administrative staff, including but not limited to building principals and/or assistant principals. (3)
38. Any written evaluation will be confidential and will be reviewed in private by the evaluator and the teacher. (2)
39. The major areas of evaluation are personal qualities, professional qualities, teaching performance and classroom management. (1)
40. Specific statements shall be required to support negative comments. (1)

41. On the first day of inservice for beginning teachers, evaluators will meet with all new personnel to explain evaluation tools and procedures. (1)

A written prescription for improvement will be provided to teachers in recognition of deficiencies.

42. Early in the year, the professional employee and his/her evaluator shall meet and agree on the professional employee's objectives for personal and professional growth. The activities agreed on may be counted as in-service activities for the professional employee. (2)
43. The superintendent will appoint an Evaluation Review Committee composed of two certificated employees and the Supervisor of instruction who will serve as chairperson. A teacher who feels the evaluation he/she receives was unfair, may request a hearing before the committee. The committee may attach a statement of their findings to the evaluation instrument or they may conduct or cause to have conducted another evaluation. In such cases, both evaluations will be placed in the file. (1)
44. In the event of a disagreement about the evaluation, the evaluatee or the evaluator may request an additional evaluation by mutually agreeing upon a third party, who is an administrator or supervisor in the system. (1)
45. In no case shall evaluation take place less than the amount of time prescribed by law and existing Board policy. (1)
46. The present evaluation shall be used. (3)
47. Formal evaluations shall be commensurate with Rules, Regulations and Minimum Standards. (1)
48. The evaluator shall be certified in the areas which he is evaluating. (1)
49. Because of unusual circumstances and demands upon the time of teaching principals and the teachers they evaluate, the normal provisions may be modified provided that a teacher's rights to a fair evaluative procedure are in no way impaired. (1)
50. A teacher shall have available at the time of his evaluation the opportunity to present to his immediate supervisor an evaluation of his effectiveness in meeting the teacher's professional needs. (1)
51. The evaluation procedure is subject to the grievance procedure but the content and criteria of an evaluation are not. (1)
52. All certificated personnel under contract to the Board shall participate in a self-evaluation process. (1)

53. Objections to evaluations shall be submitted in writing by the evaluatee no later than thirty days (30 days after the evaluation conference). (1)
54. The personnel evaluation file will be limited to include the evaluation form of the evaluator, the self-evaluation of the evaluatee, and any objection statements that have been written by the evaluatee. (1)
55. Personnel evaluation files may be reviewed by obtaining a release from the superintendent only. (1)
56. If personnel evaluation files are reviewed by persons other than the superintendent, the names of the persons reviewing the forms and the dates of review will be documented on the profile sheet of the evaluation forms. (1)
57. Personnel whose files are reviewed by persons other than the superintendent will be notified by the superintendent immediately following the review. (1)
58. The teacher evaluation instrument shall be filed for five years in the teacher's personnel folder. (1)
59. After five years, evaluation folders shall be destroyed. (1)
60. Access to the evaluation folder should be had only by the evaluator, evaluatee, superintendent or designee, or Board in session. (1)
61. All formal observations shall be conducted by the District-based administrator. (1)
62. Any teacher in danger of dismissal because of poor performance shall be given the alleged deficiencies, explanation and suggestion for correction, assistance rendered by the administrator, and time for deficiencies to be corrected. (1)
63. The evaluation instrument shall be jointly designed by the administration and the Association. (1)
64. During the term of this agreement the Board agrees to establish a committee to study teacher evaluation. The committee shall contain Association representation. (6)
65. Evaluation shall be conducted by a qualified principal, assistant principal, department chairperson, or an area specialist. (1)

The Board shall not allow any standardized test to be used in the official evaluation of any teacher. (1)

66. This article is not subject to the grievance procedure. This will in no way deny any teacher the rights given him/her in TCA 49-1412 through 49-1417. (1)
67. No professional employee shall be discharged, non-renewed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation or deprived of any professional advantage except in accordance with state law. (1)
68. Evaluation forms and descriptions are included in the contract. (4)
69. The present evaluation instrument needs modification for librarians and guidance counselors. Thus, a sub-committee will be established to develop such modification. (1)
70. Principals shall be evaluated by Central Office staff. (2)
71. Evaluation of principals shall be based on total job performance. (1)
72. The superintendent shall hold conferences with principals during January of each year concerning the status of the school and the principal's job performance.
73. A minimum of one in-school visitation by a person to be involved in the principal's evaluation shall precede each evaluation. (1)
74. If in the judgment of the superintendent a second conference is needed with a principal, a follow-up evaluation conference will be scheduled in May. A second evaluation shall be sent to the principal and placed in his/her file. (1)
75. The principal or other supervisor shall hold a conference with each certificated employee who is not a classroom teacher or principal prior to March 15 to review the employee's job performances. The conference shall result in completion of evaluation instrument, one copy of which shall be placed in the employee's personnel file. (1)
76. All principals and supervisors shall be evaluated by a method designed by the Board. (2)
77. The superintendent shall evaluate all tenured professional staff (i.e., principals, supervisor, director) every three years and all non-tenured personnel every year. (1)
78. Each administrator shall be evaluated at least once every three years by his supervisor. (1)

GRIEVANCE PROCEDURE (45)Grievance Procedure: DefinitionsGrievance

1. Any claim by a teacher that there has been a violation, misinterpretation, misapplication of the terms of this agreement or that a bargaining unit member has been disciplined without just cause. (1)
2. An alleged violation misinterpretation or misapplication of a specific provision of this agreement. (36)
3. Any claim by an employee or the Association that there has been a violation, misrepresentation, or misapplication of any established policy or practice of the Board, or this contract, or a violation of an employee's rights. (4)
4. A claim by an employee covered under this agreement of the Association that he or she has suffered harm or injury by the violation, misinterpretation, or misapplication of the terms of this agreement. (1)
5. Any claim by a professional employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement, a violation of the rights of the professional employee or the Association to due process, or a violation, misinterpretation, or misapplication of any established written policy or rule or regulation of the board, or there exists a condition that jeopardizes the professional employee's health or safety. (1)
6. Any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms of this agreement or Board policy. (1)

Day(s)

1. Any teacher duty day during the regular school year. (7)
2. Any day, Monday through Friday, on which schools are open during the normal school year. The first day to count shall begin at _____ 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. (24)
3. Shall consist of school days except when a grievance is submitted fewer than ten days before the close of the current school year. (1)

4. After the last day of the normal school year, a day shall be any day on which the superintendent's office is open. (4)
5. All calendar days. (2)

Grievance Procedure: General Statements and Limitations

1. Each grievance must be processed through all levels, or until withdrawn. (1)
2. Only a professional employee(s) may initiate or carry on a grievance. (2)
3. The investigating, preparing, and processing of a school grievance by the grievant may not be done during regular school days. (8)
4. A grievance may be withdrawn at any level _____ without establishing precedent. (26)
5. Failure to communicate decision within time limits shall permit grievant to proceed to next level. (34)
6. Failure to appeal to the next level within time limits shall prohibit a grievant from further pursuing grievance. (28)
7. The grievant shall, under pendency of grievance, continue to observe all assignment and applicable rules and regulations of the Board. (5)
8. Nothing in this document shall be construed as denying a teacher the right to consult with any supervisor or administrative officer in the school system. (3)
9. Time limits may be mutually extended. (14)
10. When the grievant is satisfied, the grievance is terminated. (1)
11. Testimonies during the grievance procedure except at Board hearings shall be confidential. (1)
12. The testimony given during grievance procedures will not become part of personnel records. (1)
13. A group of teachers may present a grievance. (2)
14. The right to proceed to arbitration is limited to the Union. (1)
15. Notices or decisions may be sent by hand or by certified mail. (1)

16. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay or leave. (15)
17. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation. (28)
18. If the grievant seeks remedies through the courts, he/she forfeits access to the grievance procedure. (3)
19. Whenever illness or other incapacity of a party to the grievance prevents attendance at a grievance meeting, the time limits shall be extended to such time that the party can be present. (3)
20. Official grievance will not be placed in the personnel files of teachers. (22)
21. The grievance procedure shall be supplementary to or cumulative with, rather than exclusive of, any procedures or remedies afforded to any teacher by law. (1)
22. Any hearings or meetings held shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons. (5)
23. The costs of grievances for witnesses shall be borne by the party calling the witnesses. (1)
24. The grievant must pay the cost of the board hearing if the grievance does not go to arbitration. (1)
25. The grievant will pay no costs for any local hearing if other business is transacted. (1)
26. No decision or adjustment of a grievance shall be contrary to the terms of this agreement. (5)
27. Grievance material shall not be forwarded to prospective employers. (10)
28. The Board and Association shall cooperate in the investigation of any grievance. (10)
29. The Board and the Administration shall cooperate in the investigation of any grievance. (9)
30. Each party shall have the right to counsel as it deems necessary. (1)
31. Class action grievances must be filed by a faculty representative where the grievance occurred. (1)
32. Only one grievance shall be filed on each violation. (9)

33. Failure on the part of the teacher to follow grievance procedure, with steps taken in their designated order, shall constitute insubordination as defined in Tennessee Code Annotated 49-1401. (1)

34. Notices of hearing dates, acknowledgments of the date of receipt of grievances, and decisions rendered must be in writing. (1)

35. The president of the association shall be the grievant when the grievance is based on Association rights. (2)

36. Grievance forms shall be furnished to each school by the Board at Association expense. (1)

All required written communication shall be by registered mail. (1)

School Board policies may be aggrieved in accordance with policies established by the Board. (1)

37. Grievance forms shall be kept in each school's office readily accessible to teachers.

38. Any final disposition of grievances alleged by the Association to be in conflict with this agreement shall be grievable by the association. (1)

39. The processing of grievances shall in no way interfere with the Board's rights to carry out its management responsibilities. (5)

40. All grievances involving monetary items shall bypass the first step and be filed directly with the superintendent. (1)

41. No grievance shall be presented which occurred prior to the effective date of this agreement. (2)

42. Any relief granted at the informal level shall not be deemed to establish past practice, custom or precedent. (2)

43. Any grievance occurring during the period between the termination date of this agreement and the effective date of the new agreement shall be processed under the old agreement. (2)

44. The handling of a grievance by the grievant shall not interfere with the instructional program and related work activities. (11)

45. Any grievance occurring during the period between the termination of this agreement and the effective date of the new agreement shall not be processed. (2)

46. Grievance decisions shall be held as precedents for future grievance decisions. (1)

45. When a grievance is filed against a superior, this shall not prevent the superior from carrying out his/her management responsibilities. (1)
 46. 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 accepting the actions of a designee. (1)
 47. All grievance hearings will begin at 4:00 p.m., unless another time is mutually agreed upon. (1)
 48. Grievance forms are provided in this contract. (16)
 49. Statements allowing for advanced filing. (12)
- No step in the grievance process may be skipped. (2)

Grievant/Teacher

1. Any teacher in the bargaining unit. (9)
2. The teacher who alleges that a specific article or section of this memorandum of agreement has been violated. (2)
3. An individual teacher or a group of teachers having the same grievance. (2)
4. That member of the aggrieved party that files a grievance. (2)
5. An employee or the Association who indicates in writing that a grievance exists. (3)

Association Grievance

1. A grievance by the Association concerning its rights specifically granted by this contract. (1)

Association Representative

1. The chairperson of the Professional Rights and Responsibilities Committee and/or the senior faculty representative at the building level. (1)

Immediate Supervisor

1. As set for in the system administrative hierarchy. (1)
2. The principal or, in the case of one not under the authority of a principal, the grievant's supervisor. (2)

Association Grievance Committee

1. A committee not to exceed five members, four of whom shall be properly certified building representatives and the president of the Association for the purpose of representing professional employees in the grievance procedures. (1)

Class Grievance

1. A grievance affecting employees in more than one work location. (1)
2. A grievance, which when resolved would affect more than one professional employee. (1)

Grievance Procedure: Steps

1. Informal
Formal: 1. Immediate supervisor (12)
2. Superintendent
3. Board
2. Informal
Formal: 1. Principal (2)
2. Supervisor
3. Superintendent
4. Board
3. Informal
Formal: 1. Immediate supervisor (1)
2. Superintendent
3. Advisory Grievance Panel
4. Board
4. Informal
Formal: 1. Immediate supervisor (6)
2. Superintendent
3. Board
4. Binding Arbitration
5. Informal
Formal: 1. Immediate supervisor (1)
2. Superintendent
3. Advisory Arbitration
4. Board
6. Informal
Formal: 1. Immediate supervisor (1)
2. Superintendent
3. Board
4. Legal Action

7. Informal
Formal: 1. Immediate supervisor (8)
2. Superintendent
3. Board
4. Advisory Arbitration
8. Informal
Formal: 1. Immediate supervisor (1)
2. Assistant superintendent
3. Board
4. Mediation
5. Advisory Arbitration
9. Informal
Formal: 1. Immediate supervisor (1)
2. Superintendent
3. Advisory Fact-finding Committee
4. Board
10. Informal
Formal: 1. Principal (1)
2. Superintendent: with grievant and building representative
3. Superintendent: with grievant and Association Grievance Committee
4. Board
5. Court
12. Formal: 1. Principal (3)
2. Superintendent
3. Board
13. Informal
Formal: 1. Immediate supervisor (3)
2. Administrative Assistant
3. Superintendent
4. Board
5. Advisory Arbitration
14. Informal
Formal: 1. Immediate Supervisor (2)
2. Superintendent's Designee
3. Superintendent
4. Advisor Arbitration
15. Informal
Formal: 1. Immediate Supervisor (1)
2. Superintendent's Designee
3. Advisory Arbitration

16. Formal: 1. Immediate Supervisor (1)
 2. Superintendent's Designee
 3. Superintendent
 4. Board
 5. Advisory Arbitration

Grievance Procedure: Days

Steps	Days									
	1 - 5		6 - 10		11 - 15			16+	Vague	
Informal	6	12	7	3	2		3		23	26
Immediate Supervisor	15	23	16	18	3	1	1		9	3
Superintendent	16	19	20	18	2	2	1		2	2
Board	14	4	24	22	2	3		11	3	3
Supervisor	1	1	1	1						
Advisory Grievance Panel		1	2	1			1	1		
Binding Arbitration			2				3	1	1	5
Advisory Arbitration	2		7	1	4	2	5	4		11
Superintendent Designee	5	4	3	4						
Mediation					1					1
Fact-finding Committee	1									1
	S	R	S	R	S	R	S	R	S	R

S: The number of days within which grievances must be submitted.

R: The number of days within which grievances must be responded to in writing after a meeting.

Not Grievable

1. Any matter for which a method of review is prescribed by Federal or State Law or any rule or regulation of the State Board of Education or any matter which according to law is beyond the scope of the Board authority or limited to action by the Board alone. (1)
2. A complaint of a teacher which arises by reason of not being re-employed. (1)
3. A complaint by any teacher occasioned by appointment or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required. (2)
4. Any matter pertaining to teacher evaluation. (3)
5. Awarding supplemental pay positions. (2)
6. Transfer, reassignment, termination of services or failure to re-employ a probationary teacher. (2)
7. Any matter pertaining to an extracurricular position. (1)
8. The termination, non-renewal, promotion, demotion, transfer of a probationary or tenure status teacher under contract. (2)
9. Supplemental contracts and contracts extending beyond the normal school year to include, but not limited to, adult education teachers, summer school teachers, and vocational teachers. (1)
10. To appeal any decision of the Board or administrator if such decision is applicable to a state or federal regulatory commission or agency. (1)
11. Disputes concerning management rights. (1)

Grievance Procedure: Association Involvement

1. Mandatory involvement. (4)
2. May process grievances on its own. (10)
3. May be involved only by choice of grievant(s). (25)
4. May be involved in formal steps only. (4)
5. May act in place of grievant. (2)

Grievance Procedure: Arbitration

Number having advisory arbitration. (19)

Number having binding arbitration. (6)

Number having mediation before arbitration. (1)

Source of Arbitrator/Panel/Mediators

A. Advisory

1. Federal Mediation and Conciliation Service. (8)
2. A person from the local community mutually agreed upon. (1)
3. Three member panel: one chosen by Association, one chosen by Board, and one chosen mutually by the other two. (3)
4. American Arbitration Association. (4)
5. Attempt to select, by mutual agreement, someone to serve as a neutral in board-teacher disputes. If agreement cannot be reached in selection, the arbitrator will come from the Federal Mediation and Conciliation Service.
6. Three member panel: All must be lawyers, one chosen by Association, one by the Board, and one by the other two. (1)
7. Three member panel: All must be professional employees of the Board, one chosen by Association, one by the Board, and one by the other two. (1)

B. Binding

1. American Arbitration Association. (4)
2. Federal Mediation and Conciliation Service. (2)

Powers and Limitation of the Arbitrator/Mediator/Panel

1. The arbitrator shall not modify this agreement. (21)
2. The arbitrator shall not be inconsistent with the law. (2)
3. The arbitrator shall have power to make compensatory awards. (3)
4. The arbitrator is empowered to award reinstatement. (2)
5. Only one grievance shall be heard by any particular arbitrator unless there are multiple grievances involving the same facts or unless otherwise agreed to in writing by the parties. (1)
6. If any grievance award includes back pay, the award shall not extend to a date prior to the occurrence of the grievance. (2)
7. A grievance award shall not include punitive damages. (2)

8. The arbitrator shall have no power to establish or alter salary schedules. (3)
9. The arbitrator shall have no power to change any practice, policy or rule of the Board. (4)
10. The arbitrator's decisions will be in writing and will set forth his/her findings, reasons, and conclusions. (1)
11. The arbitrator shall not hear grievances barred from the scope of the grievance procedure. (2)
12. In the event that a grievance is submitted to an arbitrator on a matter over which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. (2)
13. The arbitrator shall give due regard to the responsibilities of management. (1)
14. The arbitrator shall have no power to rule on termination or failure to re-employ non-tenured teachers. (1)
15. The arbitrator shall have no power to rule on the placing of a non-tenured teacher on a fourth year of annual contract. (1)
16. The arbitrator shall have no power to rule on the termination of services or a failure to re-employ any teacher to a position. (1)
17. The arbitrator shall have no power to rule on any matter involving teacher evaluation. (1)

Arbitration Costs

1. Borne equally by both parties. (8)
2. Losing party shall pay cost. (3)
3. In event of compromise, costs will be divided. (1)
4. Shall be paid by party requesting arbitration. (2)
5. No mention of costs. (5)
6. During school year 1979-80, the party requesting arbitration shall pay costs. During school year 1980-81, the Board and the Association shall split fees with the Board's obligation not to exceed \$2,500. Any expenses beyond this amount shall be paid entirely by the Association. (1)
7. Party requesting arbitration. (6)

IN-SERVICE (23)

1. The Board hereby agrees that every effort shall be made for the system to undertake the self-study in accordance with that outlined in the "Report of Task Force on In-service Education" in an effort to devise an in-service program suited to the needs of the system. (1)
2. A committee shall be established to study and improve in-service in the system. (17)
3. Supervisory personnel will be responsible for implementing the programs. (1)
4. The Board will consider recommendations by teachers in the Board's planning of in-service programs. (11)
5. It is agreed that the purpose of the in-service training program shall be primarily curriculum development to encourage all teachers and personnel to become acquainted and knowledgeable about new concepts and ideas that will benefit the students and improve the systemwide instructional program; however, other items of teacher concern, such as teacher retirement, leaves, rights, responsibilities, tenure, etc., will be provided. (1)
6. The Board may use systemwide personnel or hire outside specialists to set up and implement the in-service training program. Teachers will participate and assume leadership roles as assigned by the superintendent or his designee. (1)
7. Each teacher will attend each in-service session. In-service absences will be handled and processed the same as a regular classroom absence. (1)
8. Contract contains actual description of in-service. (2)
9. A plan of in-service education shall be developed annually which reflects the needs and interests of teachers. (1)
10. The Board shall fund all required in-service programs. (2)
11. In-service training programs will continue to be coordinated by the supervisor of instruction. It will not be mandatory for any employee to work with the supervisor in setting up the program. (1)
12. The in-service program components shall be based on the in-service needs of the professional employee, such programs shall include, but not be limited to, college or university work, group experiences such as lectures or professional academic meetings, and individualized training programs. (1)

13. Any anticipated expenses for the implementation of the in-service program will be given full consideration by the Board. (2)
14. No later than June 1 of each school year, the Board shall solicit in writing the in-service needs of the professional employees in the school system. (2)
15. Each school shall determine its unique needs and shall act accordingly in the resolution of these needs. Teacher input will continue to be sought as to the appropriateness of subjects for staff consideration. (1)
16. Nothing in this section shall be construed as precluding inter-school in-service sessions dealing with subjects of mutual concern. (1)
17. Each principal may compile a listing of possible in-service activities for consideration of any individual staff member after teacher input. The principal will then forward the list to the Director of Instructions for possible implementation in the affected school units. (1)
18. The Association shall be granted the courtesy of being placed on the agenda for new staff orientation. (1)
19. The in-service training program is the prerogative and responsibility of the Board; however, recommendations from the Association will be considered in the program. (1)
20. The principal shall be able to designate up to four days as compulsory in-service at his/her school. (1)
21. The school calendar will still have ten days in-service. (1)
22. The Board shall continue to extend the opportunity to teachers for attendance at instructional related conferences, conventions, and other activities which are authorized and approved by the Board. (1)
23. Contract contains detailed statement of in-service activity and funding. (2)

INSURANCE/FRINGE BENEFITS (38)

1. The Board shall pay \$150 1, \$168 1, \$270 1, \$309.60 1, \$200 2, \$60 1, \$532.80 1, \$250 1 toward the health insurance premium for insurance coverage. \$375 1, \$424 1, \$340 1, \$300 1, \$321 1, \$435 1.
2. The Board agrees to pay one-half 4, three-fourths 1 of the hospital/surgical insurance for all teachers and dependents.
3. The Board will pay insurance premiums for individuals with employees desiring family coverage paying the difference between family and individual premiums. (6)
4. Teachers who do not have health insurance through the Board or who opt not to take health insurance through a Board approved plan shall receive the amount the Board pays toward the group insurance plan of the Board. (1)
5. The Board shall offer each certificated employee under contract to the Board the following fully paid programs:
 - (A) Health and Major Medical family insurance. (4)
 - (B) Individual medical insurance. (7)
 - (C) Life Insurance in the amount of \$5000 4, \$6000 3, \$3000 1, \$10,000 2, Vague 1.
 - (D) Workman's Compensation. (13)
 - (E) Liability Insurance totaling \$500,000 with a \$1000 deductible 1, \$300,000 1, \$1,000,000 2, Vague 3.
 - (F) Long-term disability insurance. (1)
6. Each employee shall have the option of choosing one of the following plans: (1)
 - (A) Individual - Free
 - (B) Two party - \$168
 - (C) Sponsored dependent - \$129
 - (D) Family - \$216.90
 - (E) Family if spouse works for City - \$84.40
7. Dental Insurance shall be included as part of the health insurance plan, and the cost shall be borne by the individual. (2)

8. The Board shall pay each professional employee's ETEA dues. (1)
9. The Board agrees to deduct group insurance premiums from the first ten pay checks of each teacher. The deductions will be made at no change to the employee. (2)
10. The Board shall provide each newly employed teacher 1 each teacher 3 a description of the insurance coverage at the beginning of school or date of employment.
11. Teachers on Board approved leave shall have the option to continue any or all of the insurance programs by paying the premium within thirty days of each billing date. (8)
12. The Board agrees to accept the Blue Cross-Blue Shield of Tennessee to cover all eligible teachers who desire same and agree to payroll deductions for this service. (1)
13. In order to qualify for group insurance status, each group must contain at least thirty members. (1)
14. All tax shelter annuities in force and new annuities will be allowed payroll deduction status, providing these companies are approved by the Board before policy is written. (1)
15. All insurance plans presently under the payroll deduction shall continue and all insurance companies who are permitted through the administration to approach the teachers with a payroll deduction plan shall be deducted from the payroll. (1)
16. The Board provided insurance program shall be for twelve consecutive months for the duration of this agreement. (8)
17. The Board shall be responsible for providing insurance enrollment information in the form of applications and enrollment meetings. (4)
18. An advisory committee shall be selected with Association members 2 with Association input 6 with Board and Association 4 to offer suggestions in regard to insurance carriers.
19. Except as specified under the provisions of the insurance benefits described, all insurance coverage shall cease effective the last day of the calendar month in which an employee terminates employment. (1)
20. In the event an employee, absent because of illness or injury, has exhausted sick leave accumulation, the insurance shall remain in force for three calendar months 1 sixty days 1 until end of year 4 following the exhaustion of sick leave accumulation. At the end of the period an additional period shall exist where the employee may have the option of continuance by paying the Board directly. (1)

21. In the event an employee establishes total disability, the insurance shall remain in effect for twelve months following the exhaustion of sick leave accumulation. (1)
22. The Board will divide the amount budgeted for insurance benefits equally among all certified personnel. This amount is to be applied to either an Association approved health program or to an Association approved indemnity plan. (1)
23. Insurance benefits shall continue for a teacher who has exhausted accrued sick leave, provided the teacher pays the monthly premium to the Board in advance. (2)
24. Retired teachers will be allowed to participate in the insurance program at their own expense. (2)
25. The Board agrees to make up to three no fee charge payroll deductions for sheltered annuities and insurance as approved by the Association and concurred by the Board.
26. The right of selection of all insurance carriers shall be vested solely with the Board. (6)
27. All revenues above the amount of \$15,000 found to be in the present budget will be applied toward the present state approved insurance plan. (1)
28. The Board agrees to renegotiate the insurance contribution only in the event of an increased cost in the present coverage. Any additional premium above the amount contributed by the Board which may occur before the expiration of the policy shall be borne by the employee and payable through payroll deduction. (1)
29. No matter respecting the provisions of the insurance policies shall be subject to the grievance procedures. (2)
30. The total amount insurance premium increase shall be deducted from the total salary supplement increase for the 1979-80 school year. (1)
31. The Association's selection of an insurance plan shall allow non-certificated employees acceptance into the group plan. (1)
32. The Board shall contribute \$250.00 on either a life insurance policy or an annuity. (1)
33. Each professional employee shall be provided upon request a pass to all school sponsored activities for himself/herself. (1)
34. Disability insurance through payroll deduction will be made available to teachers. (1)

35. The Board shall provide an additional \$5.00 per month for insurance for each teacher provided any other group receives more than seven percent increase. (1)
36. The Board, by payment of premium payments required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as described. The failure of an insurance company to provide benefits for which it has contracted for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach of any obligation by either of them. (1)
37. Disputes between beneficiaries of employees and any insurance company shall not be subject to the grievance procedure. (1)
38. A retiring teacher with five or more years of experience in the system shall receive an additional salary payment equal to fifty dollars for each year of service in the system. (1)
39. A retiring teacher shall be paid five dollars 1, ten dollars 1, for each unused sick leave day.

LAYOFF/RECALL (15)

1. When a staff reductions among certificated personnel are necessitated by a decrease in enrollment, budgetary restrictions, phasing out programs, or for other good reason, consideration shall be given to length of service in the system, and program needs by subject area grade level. (1)
2. The employee to be laid off shall be notified in writing as far in advance as possible after the determination of such action is made by the Board. Such notification shall include the date the layoff will begin. (4)
3. The Board shall provide a written explanation of the reasons which made the layoff necessary. (1)
4. Each employee shall be clearly informed in writing of the process they should follow to seek re-employment. (1)
5. 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. (5)
6. Layoffs will be made according to teacher seniority. (7)
7. No new or substitute appointments may be made while there are laid off employees available who are qualified to fill the vacancies. (8)
8. Any employee reinstated by exercising his/her recall rights shall be given salary and related benefits based on experience level as recognized by the state. (2)
9. The recalled employee shall be notified in person or by certified letter to his/her last address of record. Within a specified amount of time of receipt of the offer, 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 weeks notice of the date on which he/she is expected to report for duty. (1)
10. Except as specified, 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. (2)
11. The Board shall annually provide to the Association a list of those who have retained a place on the recall list. (3)

12. A laid off teacher may displace another teacher in a position for which he is certified provided the laid off teacher has more system-wide seniority. (6)
13. Non-tenured teachers who are not rehired are not considered to be laid off. (2)
14. If a laid off teacher refuses to accept an offered position, he loses his position on the recall list. (3)
15. No professional employee may be prevented from securing other employment during the period he/she is laid off. (5)
16. No teacher shall be laid off except in cases of substantial change in the size and nature of the student population or unavoidable budgetary limitations. (6)
17. Considerations to be used by the Board to determine who shall be laid off include certification, formal preparation, length of service to system, principal recommendation, and superintendent recommendation. (2)
18. In case of layoff due to reduction in staff the employee may continue to pay his/her hospital insurance premiums to the county if the insurance company permits. (1)
19. A tenured teacher whose position is abolished and who is not certified in another grade or subject area may be given the opportunity to become certified in another grade or subject area if the teacher submits to the Board a plan where by the certification requirements will be completed within one year. (1)
20. The yearly term of employment is a condition of employment and the yearly ending and beginning of such employment shall not be regarded as layoffs or recall. (1)
21. Reference to TCA 49-1410. (3)
22. Teachers must annually request a position on the recall list. (3)

LEAVES OF ABSENCE (46)General Provisions

1. All teachers on approved leave shall retain seniority rights. (1)
2. Seniority shall continue to accrue during all approved paid leave. (4)
3. All approved leaves shall be recognized as continuous employment for any purpose. (1)
4. Any teacher on approved leave shall be eligible for all benefits including, but not limited to, retirement and retention of individual contract status. (2)
5. During all paid leave, teachers shall continue to enjoy the benefits of all group fringe benefit plans provided by the Board. (1)
6. During unpaid leave, each teacher shall be permitted to make his/her own and the Board's contribution toward all group fringe benefits requiring such a contribution. (5)
7. Upon return from any approved leave, all teachers shall have the right to be placed in a similar position held upon applying to such leave. (1)
8. A teacher's absence is defined as an absence of six or more hours during a normal work day; a half-day's absence is defined as more than two hours but less than six. (1)
9. Leaves of absences are to be used only for the stated purposes. Any other usage may result in disciplinary actions against any employee who either misuses them and/or knowingly permits an employee under his/her supervision to misuse them. (1)
10. Applications for leaves of absence must be made on proper forms. (5)
11. The employee shall return to the position vacated if his return is within twelve months. (5)
12. If leave exceeds twelve months, the employee shall be placed in the same or comparable position after return. (7)
13. If the employee does not intend to return, notice must be sent to the superintendent thirty days prior to the date scheduled for return. Failure to render such notice may be considered breach of contract. (3)

14. All leaves, except military leave and leave to hold elective office, shall be from date certain to date certain. (5)
15. A teacher who requests leave for a period of twelve months or less will be replaced by an interim teacher. (5)
16. Annual contract teachers returning from leave shall retain full credit for years of teaching service prior to the leave. (2)
17. All leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year for which the leave was granted. (2)
18. Any teacher who receives any leave shall have prepared lesson plans for a reasonable length of time to assist the substitute teacher. (1)
19. Leaves of absence may be taken in increments of full or half days. (1)
20. Teachers shall not be permitted or required to arrange for substitutes in the event of their absence. (1)
21. If at any time the reason given for requesting leave has changed, the teacher shall promptly notify the principal or immediate supervisor. (1)
22. Failure or refusal of any teacher returning from leave to accept a written offer of assignment made to the teacher's last known mailing address removes any obligations of the Board to provide the teacher employment. (1)
23. All leaves or extensions thereof shall be applied for in writing and shall be submitted as far in advance as possible. (1)
24. Each request for leave must be acted upon by the Board at the next regular Board meeting. (1)
25. Employees on leave shall not accrue sick days. (2)
26. An employee may be allowed to return from a leave of absence at a date earlier than originally specified with the recommendation of the immediate supervisor and consensus by the director and Board. (1)
27. Leaves of absence shall be administered pursuant to TCA 49-1315. (2)
28. The Board shall provide each teacher with a copy of appropriate state regulations concerning leave. (1)

Sick Leave

1. Sick leave shall be no different from that prescribed by law. (13)
2. Sick leave for individual teachers must be approved by the principal and superintendent. (1)
3. The principal or superintendent may require a doctor's certificate as evidence of illness in those cases deemed proper by the Board. (2)
4. Unused sick leave days shall be accumulated from year to year with no maximum limit. (4)
5. Each teacher shall receive a written account of accumulated sick leave days each school year. (22)
6. Sick leave shall mean leave of absence because of illness of a teacher from natural causes of accident, quarantine or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. (25)
7. Sick leave shall be taken in at least one-half day increments. (5)
8. Upon written request of the teacher accompanied by a statement from her physician verifying pregnancy, any teacher who goes on maternity leave shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes for a period not to exceed the teacher's accumulated sick leave balance or thirty working days, whichever is less. (12)
9. Each certificated employee shall be provided a copy of TCA 49-1314. (2)
10. When as the result of an extended illness, a teacher has exhausted his/her accumulated sick leave and is absent, he/she shall receive full contract salary less the amount actually paid a substitute teacher for twenty additional working days. After the twenty days, he/she shall be placed on automatic leave of absence for the balance of the contractual year; the teacher must have a doctor's statement open for an interval not to exceed four weeks from the date the leave of absence commenced. (1)
11. It shall be the duty of the employee to notify the superintendent's office at once if the absence is to extend beyond the limit of sick leave accumulation. (1)
12. After accumulated sick leave is exhausted, the substitute teacher must have a certificate or permit. (1)

13. A signed statement as to the cause of absence shall be executed on the substitute teacher's log in the individual principal's office. This report shall accompany the principal's monthly report to the superintendent's office. (5)
14. A falsified statement shall subject the employee to forfeiture of salary for the period of falsified sick leave for the first offense and a second offense will be grounds for dismissal by the Board. (1)
15. Teachers taking sick leave shall notify their immediate supervisor as soon as it is known that sick leave will be necessary. (1)
16. Accumulated sick leave shall be terminated upon termination of employment. (3)
17. Upon employment or re-employment, accumulated sick leave accumulated from previous employment shall be granted to an employee, except under specific conditions. (4)
18. Any employee formerly employed by an agency, office, department, or institute of the state or any state college or university who participated in the sick leave program provided in Chapter 8-4101, TCA, may if employed by the Board within two years from previous employment be allowed to count sick leave accumulated under former employment. (17)
19. An employee in need of sick leave whose earned accumulated sick leave has been exhausted shall be allowed to use unearned sick leave up to the amount of days which such employee may accumulate during the remainder of the school year of which he is employed. (8)
20. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave benefits provided that the Board shall pay to such teacher the difference between his/her salary and benefits received under any Workman's Compensation benefits for the duration of such absence. (1)
21. An employee, upon termination of employment, shall repay the system for absences which exceeded allowable sick leave days. (7)
22. In case of a person living outside the immediate family (husband, wife, child, father, or mother) sick leave shall be limited to four days. (1)
23. A doctor's certificate as evidence of illness after ____ consecutive days is required. (8)
24. When a teacher has exhausted his sick leave and is unable to return to his duties, the Board may grant a leave of absence for recuperation. (1)

25. If absence is from six to ten days, the employee must relate to the principal the type of illness. (1)
26. Sick leave taken during the threat of strike, walk-out, or slow down shall be subject to each teacher presenting a doctor's excuse for each day missed during such time. (1)
27. Absences due to injury or illness incurred in the course of the teacher's employment shall be subject to the provisions of the State Workman's Compensation Law, the State Sick Leave Law, and any applicable statement in the Rules, Regulations and Minimum Standards. (1)
28. In case of doubt, the Board shall have final authority as to who is entitled to sick leave. (1)
29. Establishment of sick leave bank. Board contributes one day for every two days contributed by employees. (1)
30. Absence due to injury on the job shall not be charged against the employee's sick leave to a maximum of twenty days. (2)

Leaves, number of contracts having provisions, and time frames (46)

A. Temporary Leaves

Type of Leave	Contract Provisions	Time Frame--Days										Vague/ No Limit
		1	2	3	4	5	6	7	8	9	10	
Sick	35											35
Personal and Professional	42		30	5			1					6
Jury and Legal	24											24
Religious	5		2									3
Emergency	3	HR 1										Hrs. - 2
Good Reason	7											7
Bereavement	8		1	4	1	2						

B. Extended Leaves

Type of Leave	Contract Provisions	Time Frame--Years							Others
		1	2	3	4	5	6	Vague	
Political	2	1							12 Wks. 2
Military	20								20
Legislative Public Service	18	2	2		2		1	11	
Maternity or Paternity	24	11							13
Recuperation of Health	18	7	3						8
Educational	16	5	3		1				7
Sabbatical	7	5							2
Overseas Teaching Peace Corps	1	1							
Special Assignment	1								1
Illness	1	1							
Family Responsibility	1	1							
Association President	10	6	3						1
Good Cause	14	3							11

Personnel and Professional

1. A teacher shall notify his/her immediate supervisor at least ____ days prior to taking leave.

Contracts	(4)	(6)	(2)	(1)	(7)	(3)
Days	1	2	3	4	5	as soon as possible

2. Leave is non-accumulative. (13)
3. Professional leave will be used for activities which will benefit the educational program of the district. (3)
4. Personal leave shall be used for personal matters essential to maintain the teacher's basic welfare which cannot be taken care of outside the teacher's workday. (3)
5. Leave shall be taken in at least one-half day increments. (3)
6. Leave shall not be granted in conjunction with a holiday. (6)
7. Leave shall not be granted within the last two weeks of the school year. (3)
8. Non-tenured employees will be allowed to use only one leave day during the first semester and the remaining day(s) during the second semester. (1)
9. Professional leave shall require proper documentation validating the type and dates of meetings, course of study, and observation attached to the leave request at the time the request is made. (2)
10. Leave may not be taken first or last ten days of student attendance or before or after a holiday except when approved as emergency. (9)
11. An employee need not specify a reason for taking a personal leave except for leaves during prohibited times. (3)
12. Use of personal leave may, at the discretion of the immediate supervisor, be limited to a maximum of a certain number of persons or a certain percent of the certificated staff on any day. (6)
13. Additional days may be granted at the discretion of the superintendent. (3)
14. If a personal leave day is requested to be taken either the day immediately preceding or following a holiday, it must be approved by the principal. (2)

Use of personal leave is at the discretion of the teacher. (9)

15. Teachers who in the course of their assigned duties must be absent to supervise student activities shall not be required to use personal leave. (4)
16. For a personal leave day, written notice shall be given to the teacher's building principal. (1)
17. The building principal of each school shall promptly submit all requests for leave to the superintendent who shall have final approval. (2)
18. The decision of the building principal and superintendent shall be final and shall not be subject to the grievance procedure. (1)
19. An employee may take personal leave at any time during the school year provided approval is received from the principal or immediate supervisor. (1)
20. If failure to follow proper procedures for requesting use of personal leave should result in both the substitute and the employee reporting for duty, the substitute's pay shall be deducted from that of the employee. (1)
21. At the termination of employment, all unused personal leave shall be terminated. (1)
22. Professional leave days may be used for any educational purpose at the discretion of the teacher. (2)
23. Upon termination of employment before taken leave days are earned, there shall be deducted from the final salary of the employee an amount to cover the days used. If such amount is insufficient, the employee shall be liable for amount owed. (4)
24. Neither leave shall be given for less than a full day. (1)
25. In-service days may not be used for either leave, except with permission of the superintendent. (3)
26. Personal leave may not be taken the last three weeks of the school term. (1)
27. At the close of the school year, employees may receive an amount equal to the county's portion of the substitute pay for each unused personal/professional leave day. (1)
28. On the third leave day, the teacher must pay the substitute. (1)
29. Absences due to association meetings shall not be eligible for professional leave. (1)

30. Unused personal leave days may be accumulated to a limit of four days. (1)
31. Of the days given, one must be used for professional leave. (1)
32. If unused, the personal leave days shall be transferred to accumulated sick leave at the end of each school year. (1)
33. Personal and professional leave shall be administered pursuant to TCA 49-1314. (5)
34. Personal leave may not be taken to the gainfully employed. (1)
35. Teachers with ten years or more experience shall have three days leave while others will have two. (1)
36. Leave shall not be taken during the examination or grading period. (2)
37. Use of leave will be determined by Board policy. (1)
38. The teacher shall check with the principal on the school day before the leave is to be taken to insure that a substitute can be employed. (1)
39. A teacher who is absent from contractual duties under conditions not covered by sick leave, professional or personal leave may be considered in breach of contract. (1)
40. Personal leave may not be granted during the first five or the last five days of the school year. (2)
41. Statement giving examples of professional leave use. (2)
42. Persons not using the personal/professional leave shall be paid at the end of the year at the rate of 1/2 the amount per day paid to a substitute teacher. (1)
43. Unused personal/professional leave days shall be accumulative to a maximum of fifty days. Upon retirement or separation, the employee shall be paid \$10.00 for each accumulated day. (1)

Jury and Legal Leave

1. Any payment for jury duty shall be turned over to the school system. (22)
2. Certificated employees shall be provided leave with no loss of pay or benefits. (2)

3. Payment of jury duty shall be deducted from normal salary, with the exception of meals and travel. (1)
4. Paid court leave to employees who are litigants against the Board is expressly forbidden. (2)
5. An employee subpoenaed as a witness in court or required by the Board to appear in a court related proceeding shall suffer no loss in pay. (1)
6. An employee called for jury duty should appeal to mandate seeking release. (2)

Religious Leave

1. An employee whose religious affiliation required the absence of holidays other than those scheduled in the school calendar shall be granted leave and shall suffer no loss in pay or benefits. (5)
2. Request for leave must be in writing. (2)
3. Employee will pay substitute. (1)
4. Must be taken in 1/2 day increments. (1)

Emergency Leave

1. An immediate supervisor shall grant a teacher pay emergency leave during the workday for a maximum of two hours 1 three hours 1.
2. Leave beyond two hours shall be taken as personal leave, sick leave or leave without pay 1 beyond three hours 1.

Bereavement Leave

1. Three days may be taken for immediate family, one day for death outside immediate family. (2)
2. In the event of a death of a teacher or student in the system, the principal shall allow a sufficient number of teachers to attend the funeral. (2)
3. Leave will be counted as sick leave. Three days allowed for death in immediate family and five days if death occurs outside the state and requires travel. (1)
4. Leave granted only to teachers whose sick leave has expired. (1)
5. Leave shall not be accumulative. (1)
6. If excess leave is taken, these days shall be charged to the teacher's sick leave. (2)

Political Leave

1. A personal leave of absence for up to ____ weeks shall be granted to a teacher for the purpose of campaigning for a public office for which she/he has officially qualified. (2)

Military Service

1. The employee must be employed on a permanent basis prior to the granting of leave. (1)
2. Any employee who is called to serve by a component of the Armed Forces of the United States shall be entitled to leave for the entire period of time and without loss of pay for the first thirty days. (3)
3. Statement including a separate provision for short-term military leave. (2)
4. Leave shall be granted for whatever period may be required. (20)
5. A maximum of five years' experience may accrue. (2)

Legislative Service - Public Service

1. The teacher shall notify the Board in writing of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals. (1)
2. After return, the teacher shall return to a similar position from which he/she took leave, including grade level and/or subject matter. (3)
3. Such leave shall be granted annually. (1)

Upon return, a teacher shall be placed at the same position on the salary schedule and shall maintain the same fringe benefits as would have accrued during such period. (1)
4. Employees whose public service permits part-time employment with the system may, at the option of the superintendent, be provided such employment on request. (1)
5. Return from a leave exceeding two years shall be on a position-available basis. (1)
6. Leave for state law-making bodies only. (1)
7. An employee elected to a public office shall be granted an unpaid leave of absence for the period of time that is required by the elected office. (2)

Maternity/Paternity

1. Leave shall be administered as provided in Tennessee Code Annotated. (2)
2. Request must be made in writing. (8)
3. Upon return, the teacher shall return to a similar position (1) same position (6) for which he/she took leave, including grade level and/or subject matter.
4. Written application for maternity leave must include doctor's confirmation of expected delivery date. (1)
5. Immediate supervisor may ask for statement from doctor attesting to the employee's ability to work if the employee shows evidence of a lack of physical ability to effectively perform. (1)
6. The employee must notify the system in writing ___ prior to leave expiration. (2)
7. The employee shall have the right to convert his/her health and life insurance to an individual plan under insurance company regulations. (2)
8. An employee on parental leave shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on leave. (1)
9. The dates of commencement of the leave and return from the leave must be approved by the employee's immediate supervisor. (1)
10. Child rearing leave shall be granted only for an employee's natural or legally adopted child, who is unmarried and living in the employee's household and who requires an exceptional amount of attention or care. (1)
11. The employee shall have the opportunity to continue all benefits at the employee's own expense while on leave. (3)

All benefits, including in-services, shall be continued for a period of three months 1 one year 2 beginning with the first day of leave.

Leave for Recuperation of Health

1. The teacher shall return to a similar position from which he/she took leave, including grade level and/or subject matter. (1)
2. The Board may require doctor's certificate showing need for leave. (2)

3. This leave may be granted to staff members who have used all sick leave. (1)
4. Upon return, a teacher shall be placed at the same position on the salary schedule and maintain the same benefits had she/he taught during such period. (1)

Educational Leave

1. For the purpose of engaging in study related to professional responsibilities at an accredited college or university. (3)
2. Leave must be taken in terms of the system's semester or full academic year. (1)
3. Leave may be granted on part-time basis. (1)
4. Failure to pursue professional study while on leave may result in termination of the employee. (1)
5. Travel may be approved for education leave if deemed appropriate by the superintendent. (1)
6. Upon return from leave, the employee shall be placed at the same experience level and retain benefits as he/she had accrued at the commencement of the leave. (2)
7. The employee shall return to the position vacated, if requested, and if the leave is for one year or less. (1)
8. Only tenured employees are eligible for this leave. (1)

Sabbatical Leave

1. Any certified teacher who has satisfactorily completed 3 (1) 5 (1) 7 (3) consecutive years of employment shall be eligible. (5)
2. A sabbatical leave may be granted to permit a certified teacher to engage in advance study or travel which shall include, but not be limited to, study and research. (3)
3. A statement giving dates for application, reply and acceptance or rejection. (2)
4. Sabbatical leave shall be granted on a seniority basis. (1)
5. Teachers applying for their first sabbatical leave shall have preference over one who has previously had such leave. (1)
6. Upon returning from sabbatical leave, the teacher shall return seniority accumulated and be placed in exact same position. (3)

7. Leave granted to a minimum of three employees each year. Applications may be made for one semester or one year; the total shall be equivalent to three one-year sabbatical leaves. (1)
8. A sabbatical Committee shall administer the leave. (2)
9. Pay will be ___ percent of salary
None ___ 10 ___ 25 (1) 30 ___ 50 (1) 60 (1) 75 ___
10. For purposes of insurance fringe benefits, employees shall be considered as regular full-time employees. Appropriate deductions will be made from the funds paid to personnel while on leave. (1)
11. In positions where annual leave is earned, this shall be suspended during sabbatical leave periods. (1)
12. Employees shall not accumulate additional sick leave during sabbatical leave and will not be required to use sick leave when illness occurs during period of sabbatical leave. (1)
13. Sabbatical leave shall be counted as a year of service for retirement purposes. (1)
14. During the period of sabbatical leave, employees may engage in remunerative employment and may accept grants or fellowships. (1)
15. Personnel, before beginning leave, shall sign a non-interest promissory note for the amount of compensation to be received while on leave and execute such other agreements which may be required. (1)
16. Upon completion of two years of service with the system following leave, the note shall be cancelled. If this period is not served, the employee shall pay the amount of the note based on a twenty-month pro rata basis. (1)
17. The applicant must have Master's Degree prior to starting leave. (1)
18. The amount of work to be taken shall be the equivalent of the load required in the college attended for regular, full-time student classification. (1)
19. Leave may be granted to a maximum of 1 percent of professional employees at any one time. (1)
20. Persons on sabbatical leave shall not receive teaching experience. (1)

21. The Board and the Association recognize the importance of Sabbatical leave in the development of a more qualified staff, but because of economic circumstances, both agree that such leaves are not possible at this time; however, the Professional Council shall be empowered to consider and make recommendations concerning such leaves. (1)

Overseas Teaching/Peace Corps Leave

1. Leaves will be for one year and may be renewed an additional year. (1)
2. Return after leave for less than one year shall be to the same position. (1)
3. Return after leave for more than one year to a comparable position. (1)

Special Assignment Leave

1. The leave must, in the judgment of the superintendent, be clearly to the advantage of the system. (1)
2. Leaves shall not be granted for commercial endeavors or for employment on a college level. (1)
3. An employee who returns from leave of two years or less shall return to a comparable position. (1)
4. An employee who returns from leave of more than two years shall return to a position-available basis. (1)
5. This leave is without pay and benefits. (1)
6. Only tenured employees are eligible. (1)

Illness Leave

1. This leave is provided for care and recuperation of employee or of employee's family. (1)
2. Request for leave must be in writing. (1)
3. The employee must notify in writing one month prior to leave expiration. This must include physician's or psychiatrist's statement attesting to the employee's ability to effectively resume all duties. (1)
4. If leave is for one year or less, the employee shall return to the same position. (1)

5. Dates for commencement of and return from leave must be approved by the immediate supervisor. (1)
6. Upon request, the employee shall furnish a statement from attending physician or psychologist concerning employee's condition, progress, and prognosis of recovery to service. (1)
7. Upon request, the employee shall submit to an examination and evaluation by a physician or psychiatrist named by the Board to render a second judgment. In case of disagreement between physicians, the two shall select a third physician who shall examine the employee at Board expense and render a final judgment. (1)
8. This leave is without pay and benefits. (1)

Family Responsibility Leave

1. Leave must be requested one month prior to beginning of leave. (1)
2. The employee may return to the same position he/she left. (1)
3. No extension of the leave will be permitted. (1)
4. The employee must notify in writing one month prior to returning from leave. (1)
5. Dates of leave must be approved by immediate supervisor and appropriate central office personnel. (1)
6. This leave is without pay or benefits. (1)
7. Only tenured teachers are eligible for this leave. (1)
8. This leave shall not be taken to extend another type of leave or when another type is appropriate. (1)

LUNCH (18)

1. A duty-free lunch period shall be granted if mutually agreed upon by the principal and the teachers of each school building provided that the health and safety of the children are not jeopardized and the requirements of the State Minimum Rules, Regulations and Minimum Standards regarding program requirements are met. (5)
2. All professional employees shall, when administratively feasible, have a duty-free lunch period of at least thirty minutes. (4)
3. All professional employees shall have a daily duty-free lunch period of at least thirty minutes for at least 80 percent 2 for three days 2 of each five day week.
4. A study committee shall be established to consider flexible scheduling of staff to provide for duty-free lunch time. (1)
5. The Board recognizes the desirability for a duty-free lunch period for teachers and pledges to study ways and means toward that end. (3)
6. Each principal shall develop a rotating duty-free lunch plan. (1)
7. Lack of a duty-free lunch period shall not be grounds for grievance. (1)
8. All professional employees at each school shall have duty-free lunch periods the equivalent of one-half of the days each school year.
9. Professionals shall have a separate faculty table during lunch period. (1)

MANAGEMENT/BOARD RIGHTS (34)

1. All rights and powers possessed as outlined in Tennessee Code Annotated 49:201-228, are retained. (1)
2. The Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district authorized by law, State Minimum Rules and Regulations, local board policies and provisions of this contract. (16)
3. The Board retains all power, rights, authority and responsibilities unless waived in this contract and these waivers are waived only to the extent that they are in conformance with the laws of the United States of America. (2)
4. Failure by the Board to enumerate rights, authority, powers and prerogatives shall not be construed as a waiver such rights, authority, powers and prerogatives. (8)
5. The Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activity of the school system to the extent authorized by law. (6)
6. The Board has the rights given in the Municipal Charter. (1)
7. In the event of grievance, the integrity of the Board's rights shall be preserved and provided the paramount premise for interpretation or application of this agreement. (1)
8. The Board has the authority to negotiate in good faith with the Association as the representative of the employees. (1)
9. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Tennessee. (3)
10. The Board has the legal right to establish policy. (1)
11. Any of the rights, powers, or authority the Board previously possessed or enjoyed prior to this agreement are retained. (1)

Rights Limited only by the Specific and Express Terms of the Contract

1. Right to the executive management and administrative control of the school system, its properties, equipment, facilities, and operations. (8)
2. Right to direct the activities of its employees during working hours. (3)

3. Right to hire all employees and determine their qualifications and the conditions of their continued employment. (8)
4. Right to promote, transfer, and assign all employees. (8)
5. Right to determine the size of the work force, and to expand or reduce the work force. (3)
6. Right to establish, continue or revise policies and adopt work rules and regulations. (2)
7. Right to dismiss, demote, and discipline employees. (4)
8. Right to establish, modify or change any work, business or school hours or days. (1)
9. Right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities. (6)
10. Right to determine the services, supplies, and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or subcontracting thereof or change therein, and the institution of new and/or improved methods. (4)
11. Right to determine the financial policies, including all accounting procedures, and all system-wide matters pertaining to public relations of the school system. (1)
12. Right to determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization. (4)
13. The right to establish reasonable standards of performance. (2)
14. The right to determine the relative ability and qualifications of employees. (2)
15. The right to plan the curriculum and educational programs. (4)
16. The right to increase, decrease, or discontinue operations, programs, or facilities in whole or in part.
17. Right to enforce present regulations. (1)

18. The right to determine safety, health, and property protection measure where legal responsibility of the Board or other governmental unit is involved. (1)
19. The right to select textbooks, teaching aides and materials. (1)
20. The right to take whatever action is necessary to carry out the functions of the Board in situations of emergency. (1)
21. The right to take any action deemed by it to be in the best interests of student education consistent with the most efficient utilization of the Board's facilities and personnel. (1)
22. The right to determine the purpose and functions of the Board and its constituent agencies, divisions, and departments. (1)
23. The right to prepare annually and adopt a budget. (1)
24. The right to prevent children from involvement in Association-Board controversies. (1)

MEETINGS (26)

1. Teachers may be required to remain after the end of the regular work day without additional compensation for attending faculty and/or other meetings. (8)
2. The Administration shall attempt to begin faculty meetings no more than five 4 ten 5 fifteen 4 twenty ____ minutes after the students are dismissed.
3. Faculty meetings shall be limited to twenty 1 thirty 3 thirty-five 1 forty-five 4 fifty 1 sixty 2 minutes in length.
4. Professional employees may be required to attend faculty meetings on an average of two 3 three 1 four 4 five ____ one 2 per month.
5. Meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school. (7)
6. Notice for meetings shall be given at least one 5 two 4 three 3 days in advance.
7. Teachers shall have the opportunity to suggest items for the agenda. (6)
8. Meetings shall be limited to official school business and/or professional improvement. (12)
9. Provisions for faculty meetings shall be maintained except in cases of emergency and/or unforeseen circumstances. (1)
10. The superintendent or his designee may call committee meetings, such but not limited to, curriculum, textbook or inservice education after school hours. Employees shall be granted self-selection inservice education credit up to a maximum of three days. (1)
11. No more than one department meeting shall be conducted each month in schools with departmental organization. (1)
12. For purpose of meetings or other duties, employees may be required to arrive before or remain after the regular work day for an average of four per month, but not to exceed six hours during any month. (1)
13. By the end of the first week of the school year, the principal shall notify the employees of the regular schedule for faculty meetings. This shall not preclude the principal from calling faculty meetings necessitated by an emergency situation. (2)

14. Meetings held prior to the start of the student school day shall not exceed thirty minutes and after the school day shall not exceed forty-five minutes. (1)
15. Every effort shall be made to keep the number and duration of faculty meetings to a minimum. (1)
16. Association business will not be a part of the faculty meeting but may be conducted following the close of the faculty meeting. (1)
17. PTA meeting attendance is not mandatory but both the Board and the Association encourage teachers to attend. (1)

MISCELLANEOUS

1. Each employee shall furnish proof of a negative tuberculin test or a statement from a physician certifying the teacher does not have tuberculosis prior to the first day of work. (3)
2. Each employee in a school, prior to entering service, shall present a physician's certificate showing a satisfactory health record. (1)
3. Savings clause included in contract. (41)
4. Statutory savings clause included in contract. (14)
5. Duration of contract:
 - (A) One year (17)
 - (B) Two years (22)
 - (C) Three years (8)
 - (D) Reopener clauses; salary 21 fringe benefits 6 layoff/recall 1
 dues deduction 1 teaching hours and load 1 grievance 1
 insurance 14 calendar 1.
6. Certain members of the negotiating unit will be required to administer the contract. These individuals shall be and remain agents of the Board and will carry out state and Board assignment as long as assignments are not contrary to federal, state and local laws and this contract. Such agents shall not be subject to retaliatory punitive action by the Association for acts performed on behalf of the Board in pursuance of their duties.
7. Statement giving teacher political freedom. (8)
8. Statement giving teachers personal freedom. (13)
9. Statement giving teachers academic freedom. (10)
10. Statement giving teachers religious freedom. (7)
11. A statement of no-discrimination. (14)
12. Statement of no-strike clause or work slowdown. (11)
13. Waiver or "zipper" clause. (14)
14. A statement establishing and describing a professional council to advise the Board and administration. (16)
15. A copy of current policies shall be given to each teacher 2 placed in each school 3.

16. Teachers who have children enrolled in school system shall not be deprived of their parental rights to object to or file complaints against school personnel on behalf of their children. No action shall be taken against a teacher in regard to his/her employment as a result of his/her complaints. (1)
17. A maintenance of benefits clause. (12)
18. The waivers of any breach, terms, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. (1)
19. In the event of the unification of city and county schools or transfer of the operation of the city schools to the county system, the terms of the agreement shall become nil and void. (1)
20. Children of employees of the system shall have the right to apply for exceptions to attendance area policies. (1)
21. Teachers will be permitted to ride school buses to and from school when seating is available. Teachers will also be expected to maintain discipline while riding the buses. (1)
22. The printing of this contract shall be at Board expense 3 at Association expense split expense 6.
23. Copies of the contract will be distributed to each employee. (1)
24. Copies of the contract will be distributed to each school. (1)
25. All personnel policies made by the Board will be made known to teachers within seven days. (1)
26. All teachers who participated in the preparation of tapes, publications, and other educational material shall retain full ownership and control over such material. (1)
27. The Board agrees that it will not make changes in existing Board policy or practice related to employee wages, hours, and conditions of employment and not specifically covered by this agreement without prior negotiations with the union. (1)
28. Establishment of a committee in each school to discuss problems and make suggestions. (3)
29. Existing Board policies are incorporated into this agreement. (1)

NEGOTIATIONS (29)

1. By a certain date either party may submit to the other written notice of its interest to negotiate or terminate a successor agreement. (26)
2. In absence of notification, the agreement shall automatically be renewed for a period of one year. (1)
3. Parties will establish a mutually agreeable time and place for a meeting. (8)
4. The budget shall reflect tentative agreements up to that point. (1)
5. Reasonable efforts shall be made to reach a total tentative agreement prior to the adoption of the new tax rate. (1)
6. The Association shall have access to Board information. (17)
7. Both parties pledge to negotiate in good faith. (8)
8. Statement giving date of beginning of negotiation for a successor agreement. (1)
9. Neither the Association nor the Board have any control over the selection of the negotiating representative of the other party provided that such representation shall be from within the school system. (12)
10. Representatives selected shall be clothed with all necessary power to make concessions in the course of negotiations, subject to ratification. (8)
11. Contract presents detailed negotiation procedure. (19)
12. The Board shall notify the Association of any new or modified fiscal, budgetary, tax program or construction program, which are proposed or are under consideration, which may have an effect on the Association. The Association shall have the right to be heard on such proposals prior to their adoption or general publication. (4)
13. Should the body empowered to appropriate funds fail to approve any appropriation necessary to the negotiated agreement, those items not affected by the body's decision shall be implemented. All other items may be renegotiated. (1)
14. The Board shall have access to Association information. (3)

15. Negotiation on school time will not result in loss of pay or leave. (6)
16. Negotiation sessions shall not occur during regular school hours. (3)

PARENT CONFERENCES (5)

1. Professional employees will attend parent conferences held after school hours. (1)
2. Self-selection in-service credit shall be granted for parent conferences up to a maximum of three days. (1)
3. There will be consultation with the teacher involved who shall establish the time and date of said conferences. (1)
4. The teacher shall be notified of the purpose of the conference. (1)
5. The teacher shall be notified of the confirmed date and time of the conference. (1)
6. On the day of parent conferences, school will be dismissed at 1:00 p.m. (1)
7. At any time teachers are required to return to school for parent conferences, they shall be released from duty that amount of time. (1)

PAYROLL/DUES DEDUCTIONS (42)

1. Any professional employee or association member may sign for the association to deliver to the Board and authorization for payroll deduction of professional dues. (37)
2. Pursuant to the deduction authorization, the Board shall deduct 1/10 3, 1/9 2 1/8 2 1/7 1 1/6 2 1/5 1 1/12 4 1/11 1 of total dues from the regular salary check of the teacher for months. 1/4 11 1/3 5 1/2 5.
3. Forms will be supplied by the Board 1 Association 11.
4. The Association shall deliver to the superintendent's office all completed payroll authorization forms and an alphabetical list by school location of all teachers who desire payroll deduction not later than fifteen days after the first day of each school year. 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 joins the system after this, the Association assumes all responsibility for dues collection. (1)
5. A teacher may terminate dues deductions with written notice to the system. (2)
6. In the event a teacher who authorizes payroll deduction of dues and subsequently terminates employment prior to the final deduction, the Association shall assume responsibility of collection. (8)
7. In the event that a teacher's net monthly salary is insufficient to permit dues deduction for that month, the Board shall have no obligation to deduct dues for that month from said teacher. (6)
8. The Board shall remit to the Association, within 5 3 10 9 15 7 21 1 25 days, the total amount deducted accompanied by an alphabetical list by school, of teachers for whom such deductions have been made.
9. The Association agrees to indemnify and hold harmless the Board against any and all claims, suits or other forms of liability, arising out of the provisions in this dues deduction agreement. (18)
10. In the event that the Association is found by a court of competent jurisdiction to have encouraged, instituted, participated in or condoned a strike, the Board shall cease any and all dues deduction.
11. In addition to dues deductions, the Board shall deduct from the employees monthly check for the following:
 - (A) Payments and savings payable to the Credit Union. (9)

- (B) Premium to the Board approved group hospitalization insurance plan. (11)
 - (C) Premium to approved annuities programs. (13)
 - (D) Premium to approved disability programs. (2)
 - (E) F I C A. (2)
 - (F) Retirement Payments. (1)
 - (G) Federal withholding. (1)
 - (H) Monies for political contributions. (1)
 - (I) Charitable organizations. (5)
 - (J) Vague statement concerning other deductions. (7)
- 12. Dues deductions shall be continuous from year to year. (15)
 - 13. The Association shall certify the amount of their annual dues to the Board on or before September 1, of each year. (1)
 - 14. Authorization for dues deductions shall be valid only for that school year in which it is executed and filed with the Board. (6)
 - 15. Employees on leave shall have no deductions from pay as long as there are insufficient funds to cover dues deduction. (2)
 - 16. Employees may revoke deduction authorization by proper channels in writing. (6)
 - 17. The Association shall pay a \$75 service charge. (1)
 - 18. In case of leave, the Association shall assume responsibility for dues deductions. (1)
 - 19. After January 1, 1980, upon request of the Association and permission of the teacher the Board shall deduct a fair share fee, an amount equal to the professional dues, from the pay of any professional employee who is not a member of the Association in good standing or who does not make application for membership within twenty days from the date of commencement of employment. (1)
 - 20. Same as above with the exception of "and permission of the teacher," and the amount of fee is ten dollars. (1)
 - 21. The Association must approve deductions other than professional dues. (1)

22. In the event Association members vote to increase dues, the Association shall notify the Board at least thirty days prior to the effective date of the dues increase. (1)
23. Any teacher who authorizes payroll deduction of dues and subsequently terminates employment prior to final deduction shall have the remaining balance deducted from his/her final check. The authorization form shall so state. (14)
24. The Association recognizes that the Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessments which may from time to time be levied by the Association. (2)
25. Deductions for teachers authorizing dues deduction after the date of commencement of deductions shall be appropriately prorated. (13)
26. Each participating member of the local, regional, state, or national Association will have seventy-five cents deducted from the second month check for dues to be deducted from the second and third checks. (1)
27. The Association agrees to advise the Board of all members of the Association in good standing and to furnish information needed by the Board to fulfill the provisions of this article, and not otherwise available to the Board. (3)
28. The only deduction allowed concerns the county Governmental Credit Union. (1)
29. Both parties agree that there shall be no deduction for any organization except those presently being deducted for and dues deductions per this agreement. (1)

PERSONNEL FILES (33)

1. The school system shall maintain the teacher's personnel file at the central office. (14)
2. A teacher shall be provided a copy of any negative material before it is placed in his/her file. (11)
3. The teacher shall have the right to refute negative material in writing, which shall be attached to the material. (19)
4. No anonymous material shall be maintained in a teacher's personnel file. (22)
5. Other than a system wide personnel evaluation file, the school system shall not establish any separate personnel file which is maintained at the central office. (6)
6. Whenever materials other than academic credentials, applications, health records are placed in an employee's personnel file, said documents shall be dated and signed by the author. The Superintendent shall give written notice to the employee when such documents are placed in the file. (2)
7. No negative or derogatory material may be placed in the employee's file after that person's last date of employment. (9)
8. All negative or derogatory material in an employee's personnel file shall be destroyed after three years. (5)
9. Contents of all files shall be kept in strictest confidence. (9)
10. No material related to a teacher's conduct, service, character, or personality shall be placed in a file until the teacher has read and signed such material. (1)
11. The teacher shall be permitted to place in his/her file any material which he/she feels is pertinent to his/her professional career, performance, or qualifications. (2)
12. Communication of a non-professional nature shall not be placed in a personnel file. (1)
13. All material in a personnel file shall be dated. (2)
14. Grievance of teachers or about teachers shall not be placed in the personnel files. (15)
15. 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 recommendation, and other employment data. (6)

16. Central office administrators may remove material that is no longer of use. (1)
17. At the employee's request, negative material (other than evaluations) may be removed from the personnel file if it is four years old and no other negative material has been placed in the file in the past four years. (2)
18. Any files kept by the teacher's immediate supervisor shall not contain any material not contained in the system's files. (5)
19. A teacher shall be provided by hand-delivered or certified mail, a copy of any derogatory material when it is placed in a personnel file. (4)
20. After three years, derogatory material may be removed by concurrence of the principal and superintendent and/or through the grievance procedure. (3)
21. Conversations or statements of a professional employee recorded by any tape recording device without the prior knowledge of the professional employee shall not be placed in an employee's file. (1)
22. A teacher shall be given an opportunity during the school day and with compensated release time to initial and date derogatory material and to prepare a written response. (2)
23. Upon written authorization by the teacher, a representative of the Association shall have the right to examine and/or obtain copies of materials in a teacher's personnel file. (2)
24. The board shall not base any adverse action against a teacher upon material which is not contained in such teacher's personnel file. (4)
25. The Board will not base any adverse action against a teacher upon materials which are contained in such teacher's personnel file unless the materials had been placed in the file at the time of the incident giving rise to such materials and the teacher had been notified at such time that such materials were being placed in the file. (6)
26. The personnel office, upon authorization from the Superintendent, shall provide properly identified law enforcement personnel with an employee's address, work location, and dates of employment. Information in addition to this shall be released only upon presentation of an appropriate court order. (1)

27. Access to read and add to personnel files shall be limited to the members of the school system administration and the Board on a need-to-know basis. (8)

The Board shall not keep a personnel file which is not available for employee inspection. (7)

28. No material will be removed from the personnel file once the material has become a part of the file. (1)
29. The school system agrees to comply with the law concerning the maintenance of personnel records. (1)
30. Negative material may be removed from a file if after three years, the material is found by the immediate supervisor to be no longer pertinent. (1)
31. The custodian of the personnel files shall have the right to establish a statistical file to be used at the discretion of the administration and supervisory personnel. (1)
32. In the event that any material is removed from a teacher's personnel file, a dated notation stating what has been removed and the date of removal shall be made. (7)
33. Neither the Association nor any member thereof shall hold the Board responsible for material unknowingly removed from any teacher's confidential personnel file. (1)
34. The person or persons who draft material and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was placed in the file. (14)
35. Negative or derogatory material shall be removed from a teacher's active personnel file after a period of three years and may be placed in a separate and confidential file provided that the teacher and Association rights to such files are maintained. (1)
36. The Board and Administration shall keep a log of persons who have examined a personnel file with dates given. (10)
37. Professional employees shall be allowed to inspect their personnel files. Guidelines for inspection: (30)
- (A) Request shall be in writing. (2)
 - (B) Access shall be granted within a reasonable time not to exceed a certain number of days. (5)
 - (C) Employees may request a copy of specified documents subject to the payment of reasonable costs. (9)

- (D) Personnel records will be available only to authorized school officials and to the employee. (1)
- (E) The teacher shall review the file on his own time and not during the work day. (1)
- (F) A person authorized by the central office shall be present throughout the review. (4)
- (G) Under no circumstances shall a person be permitted to remove files from the personnel office. (1)
- (H) A person may have an Association representative with him/her. (8)
- (I) Privileged information is specifically exempt from review. (6)
- (J) Upon written authorization by the teacher, a representative of the Board shall have the right to examine and/or obtain copies of materials in a teacher's personnel file. (4)
- (K) No material placed in the personnel file shall be used to discipline a teacher unless a copy is shown to the teacher prior to the discipline. (1)

PREAMBLE (43)

1. Agreement between the _____ Board of Education, hereinafter called the Board, and the _____ Education Association, hereinafter called the Association. (35)
2. The Board and Association agree that the welfare of children of the system is paramount in the operation of the schools. (5)
3. A quality education will be promoted by both parties. (3)
4. The Board recognizes the unique role of teachers in the educational process. (2)
5. The Board solicits teachers' expertise. (1)
6. Both parties recognize that they have a common responsibility for achievement of quality education. (9)
7. There is commitment to free and open exchange of ideas between parties. (1)
8. Both parties recognize that the best interest of public education can be served by established procedures for bargaining. (2)
9. Both parties agree that all deliberations growing out of this agreement be held in an atmosphere of good faith, confidence, and mutual respect. (3)
10. Statement of association of Union affiliation with State and National Organizations. (5)
11. Reference to Chapter 55, Sections 49-5501 through 49-5516 of Tennessee Code Annotated. (13)
12. The character of quality education depends predominantly upon the quality and morale of the teaching staff. (7)
13. The Board and Association have the obligation to the public to achieve the highest possible educational standards for the students which they serve. (1)
14. The Board has been created and empowered by state law with the authority for the operation of the schools. (2)
15. The Board in no way by interest will agree to any condition of binding arbitration. (1)
16. The legal power and authority of the Board, outside the realms of the contract, will not be diminished. (1)

17. Members of the profession are particularly qualified to assist in formulating policies and programs. (5)

PREPARATION TIME (25)

1. Instructional preparation time is encouraged for each classroom teacher. This time may be daily, bi-weekly, or other combinations provided the requirements of the Rules, Regulations, and Minimum Standards regarding program requirements are met, and provided the preparation program requirements are met, and provided the preparation time can be scheduled within the framework of the school day. (7)
2. The Board will work with a committee of elementary teachers to design and implement a schedule which would give planning time to as many elementary teachers as possible. Efforts will be made to utilize time at the end of the school day by changing bus schedules where possible. Implementation of any temporary schedule for planning time will not impede the Board's efforts to establish an elementary physical education program. (3)
3. When it is administratively feasible, all classroom teachers shall have a preparation period 2 of not more than fifty-five minutes daily 1.
4. All junior and high school teachers shall be scheduled for a minimum of one uninterrupted duty-free period per day. (5)
5. Elementary teachers whose class has been taken over by a specialist shall be granted that amount for a duty-free preparation period. (2)
6. In no event shall a teacher be required to remain in the class when the class has been turned over to a specialist. (3)

The Board pledges to study ways and means to include planning time.
(2)

7. Preparation time shall include:

Elementary:	30 minutes each day	(11)
Jr. High:	one period	
Sr. High:	one period	
8. Employees who are not classroom teachers shall be scheduled preparation time. (3)
9. All classroom teachers shall have thirty minutes preparation time in addition to lunch time. (1)
10. Kindergarten teachers shall have two Fridays per calendar month, without children, for the purpose of classroom planning, class preparation and curriculum planning sessions. (1)
11. Elementary school teachers shall be granted at least a ten-minute break during the pupil's school day. (1)

12. Elementary preparation time will be derived from the special classes (p.e., art, etc.,) and elementary students shall not enter the classroom until ten minutes before the opening of the first class. Each principal shall develop a plan of supervision of students prior to the entrance to the classroom. The plan shall provide equitable assignment of professional employees and support personnel to such duties. (1)
 13. Lack of planning time shall not be grounds for grievance. (1)
 14. Classroom teachers shall have duty-free preparation time of one hour and forty minutes per week. (1)
 15. Elementary teachers shall have a minimum of 225 minutes a week for planning. For a week less than five days, the planning time will be on a pro rata basis. (1)
 16. Each building principal shall submit to the superintendent for his approval a plan whereby each teacher may receive one hundred and twenty minutes per five working days for preparation. Those employees regulated by state and federal guidelines shall not be limited to the 120 minutes. (1)
 17. Preparation time shall be used for the purpose of improving instruction within the classroom. (1)
- A committee shall be established to devise planning periods for elementary teachers. (1)

RECOGNITION (43)

1. The Board recognizes the Association as the representative for the purpose of collective negotiations. (34)
2. Statement of recognition pursuant to the Tennessee Educational Professional Negotiations Act. (5)
3. Recognition to be for a twenty-four month period and may be extended pursuant to provisions of Section 49-5503 of Tennessee Code Annotated. (1)
4. The Board recognizes the right of the Association to file Association grievances at any time it feels that master contract has been violated. (1)
5. The Board recognizes the Association as the exclusive bargaining agent for certain employees of the Board with respect to wages, hours of employment, and other conditions of employment. (3)
6. Recognition of the Association is subject to Rules, Regulations, and Minimum Standards of the Tennessee State Board of Education and the laws of the State of Tennessee. (1)
7. The Association recognizes the Board as the duly elected governing body for the school system. (5)
8. The Association agrees to negotiate only with the Board's designated representative. (2)
9. All bargaining shall be conducted at the school board level. (1)
10. The Association recognizes that the Board has the legal right to establish policy. (2)
11. Statement recognizing that certain professional employees hold positions which are primarily supervisory and/or administrative in nature and agreeing that proper distinction will be made delineating the administrative and/or supervisory roles. (1)
12. The Board recognizes administrators and supervisors as agents of the Board and as such, administrators and supervisors are directly responsible for the administration of all applicable (1) federal, state and local statutes, (2) board policies, (3) administrative regulations to implement these statutes and policies, and (4) memoranda of agreements. (2)
13. During the life of this agreement should the Tennessee Code Annotated 49-5501 through 49-5516 or its successor be amended to exclude or to permit the Board to exclude administrative and supervisory personnel

from the negotiating unit for which the Association has herein been recognized, the Board through formal action shall exclude administrators and supervisors and place them among the excluded positions. (2)

14. Administrators and supervisors shall in no way be subject to retaliatory punitive action by the Association for acts performed on behalf of the Board in the pursuance of their duties; neither shall these agents, or any others, be subject to retaliatory punitive action by the Board for participation in Association or bargaining unit activities. (2)
15. If a court of competent jurisdiction should rule that the Educational Professional Negotiations Act in effect at the time of ratification of this agreement permits the exclusion of principals, assistant principals and central office personnel, a secret ballot election will be held among these personnel and a majority vote to be excluded will result in immediate removal from the bargaining unit. (2)
16. The Association is recognized as the representative for the following specifically mentioned employees:
 1. Those who are due-paying members of the Association. (2)
 2. Those who hold currently valid professional teaching certificates from the State of Tennessee. (4)
 3. Those who are employed full time and for the entire year. (1)
 4. Those professional employees under contract. (3)
 5. Those employees on Board approved leave. (5)
 6. Those employed on a per diem or hourly basis. (6)
 7. Those full-time certified professional employees actively employed. (3)
 8. All certificated teachers. (3)
 9. All librarians. (3)
 10. All guidance counselors. (3)
 11. All adult vocational teachers. (1)
 12. All principals. (2)
 13. All assistant principals. (1)
 14. All speech clinicians. (2)

15. All homebound teachers. (1)
16. Administrative personnel. (1)
17. The following positions or groups of positions are specifically excluded from the bargaining unit and recognition:
 1. Those designated by the Board as "management personnel" pursuant to Tennessee Code Annotated 49-5505. (29)
 2. Non-certified personnel. (3)
 3. Those elected as supervisors. (3)
 4. Those elected as directors. (2)
 5. Those elected as any classification of administrator designated by the Board. (2)
 6. Superintendents. (5)
 7. Transportation supervisor. (2)
 8. Maintenance supervisor. (1)
 9. Athletic director. (1)
 10. Adult education teachers. (3)
 11. Administrative aides. (1)
 12. Teacher and classroom aides. (1)
 13. Substitute teacher. (6)
 14. Library and media assistants. (1)
 15. School nurses. (1)
 16. Business and bookkeeping staff. (2)
 17. Secretarial and clerical personnel. (2)
 18. All classified personnel. (3)
 19. Employees on leave. (1)
 20. Employees serving in a supply function. (1)
 21. Employees in temporary positions of up to ten weeks. (1)

22. Employees serving in programs or projects for which the Board serves only as the fiscal agent. (1)
23. Summer and evening school teachers. (1)
24. Vocational teachers teaching less than twenty hours per week. (1)
25. Director of special education. (1)
26. Interim teachers employed for less than one year. (1)
27. Homebound teachers. (1)

Recognition: Definitions

Board

1. The _____ County/City Board of Education. (3)
2. The _____ County/City Board of Education or its duly authorized representative. (17)

Association/Union

1. The _____ County/City Education Association or its duly authorized representative. (19)

Professional Employee

1. Any person included in the negotiating unit employed by the Board in a position which requires a certificate issued by the State Department of Education. (6)
2. Is interchangeable with the term teacher. (1)
3. Any person employed by the Board in a position which requires a certificate issued by the State Board of Education for service in public elementary and secondary schools of Tennessee supported in whole or in part by local, state, or federal funds. (15)
4. Any employees in the negotiating unit. References to males will include females. (7)

Teacher

1. Any employee in the negotiating unit. (12)

Administrator

1. Any employee in the negotiating unit elected to the position of director, supervisor, principal, acting or assistant principal. (3)
2. Limited to director, supervisor, principal, vocational school manager, assistant principal, vocational school assistant manager. (1)
3. Limited to superintendent of schools, assistant superintendent, supervisor of Title I, supervisor of special education, supervisor of transportation, and foods supervisor. (1)

Principal

1. Includes teaching principal, supervisory principal, and acting principal. (3)
2. Includes vocational school managers, where applicable. (1)

General Statement of Definitions

1. Any definitions of terms will be defined as stated in Chapter Fifty-five of the Tennessee Code Annotated. (3)

RELEASE FROM SCHOOL GROUNDS (12)

1. Professional employees, with the approval of the principal or assistant principal, may be allowed to leave the building for good cause during the school day, provided the instructional program shall not be hindered. (7)
2. Any temporary absence of assigned place of work must be requested through the building principal and will be granted for bona fide emergencies only. (3)
3. All teachers shall be allowed to be absent from school for a period not to exceed one hour and not to exceed two times a year, for sick leave purposes as defined in TCA. (1)
4. Professional employees may leave the building, provided they sign out, without requesting permission during their scheduled duty-free lunch periods. (2)

REPRIMANDS/COMPLAINTS (22)

1. No certificated employee of the Board shall be orally reprimanded in the presence of students, parents, or his/her peers. (1)
2. Any complaint regarding a certificated employee under contract to the Board which is of such severity that might result in termination of employment or disciplinary action shall be investigated by the superintendent or his designee. Said employee shall be notified that such a complaint has been made and shall be given an opportunity to respond to the complaint. (3)
3. No tenured certificated employee shall be discharged, suspended, or demoted without proper justification. (2)
4. Any complaint regarding an employee made to any member of the administration by a parent, student, or other person which may be used in any manner in evaluating an employee shall promptly be investigated. (12)
5. 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. (11)
6. If the person making the complaint refuses 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 files. (6)
7. 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 answer such material in writing which shall be reviewed by the superintendent or his designee and attached to all copies. (6)
8. Any complaint made to the Board, or its employees, against a teacher which cannot be resolved by the person receiving the complaint or which may result in a reprimand, warning, suspension, dismissal or other disciplinary action by the Board must be submitted in writing and signed by the person making the complaint. (2)
9. The parties acknowledge that it is most desirable to resolve problems with free and informal communications. If formal steps are needed they shall be as follows: (2)
 1. Meeting with principal ending with principal's written response.
 2. Meeting with superintendent and ending with same.
 3. Review by Board.

10. Any complaint regarding a professional employee and his/her performance shall be made known to the employee. The professional employee shall be required to respond and meet with the complainant when deemed necessary and appropriate by their respective administrator. (2)
11. No person shall be denied the right to lodge a complaint solely on the grounds of being illiterate and unable to do so in writing. (1)
12. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance 1 except by building principal 1.
13. If a complaint is placed in a personnel file, the teacher shall be given the opportunity to respond in writing. Such response will be filed with the complaint. (1)

SAFETY PROVISIONS (20)

1. A teacher who suspects that an unsafe situation exists shall immediately so inform his/her immediate supervisor. (6)
2. If the situation poses immediate harm to a student or a teacher, the teacher will first take needed preventative actions and then notify his/her immediate supervisor. (2)
3. In the event that a teacher, while reasonably and prudently performing assigned duties should be battered, the Board agrees to provide legal council to advise the teacher of his/her rights. (3)
4. The principal shall act, within his scope of authority, to protect students and employees from the alleged safety hazard and to have the hazard eliminated or alleviated if, after inspection, it is determined by the principal that a hazard to safety exists. (2)
5. After a principal's report of an unsafe condition, agents of the Board shall investigate and take action to alleviate any safety hazard. (4)
6. The principal shall not require an employee to place himself/herself in any situation that will result in injury to the employee. (2)
7. If the principal needs to close schools he shall, unless in case of emergency, consult in the following order: superintendent, chairman of the Board, superintendent's designee, make the decision himself. (1)
8. An employee has the right to defend himself/herself or students, including the use of physical force. (9)
9. In cases where an employee uses physical force, the employee shall immediately inform the immediate supervisor or any person in an administrative position and shall submit to the principal a complete written report within twenty-four hours or as soon as feasible. The principal shall report the incident to the superintendent or his designee as soon as feasible. (4)
10. An employee who is assaulted and subsequently unable to work shall be granted twenty leave days with full pay less the amount for workman's compensation after ten sick leave days. (1)
11. Leave granted an assaulted employee may be dependent upon a doctor's statement. (1)
12. No teacher shall be required to work under unsafe and/or hazardous conditions. (6)

13. The Board agrees that periodic inspections will be performed for fire and safety and specified modifications resulting from said inspections shall be made. (1)
14. A teacher employed by the Board and injured while performing his/her duty shall be protected by workman's compensation. (3)
15. The Board shall indemnify and hold harmless all teachers from any claim, demands, suits and causes of action of any kind whatsoever arising out of unsafe and/or hazardous conditions within the school which have been reported. (1)
16. A teacher shall be entitled to illness-in-line-of-duty leave of ten days. (1)
17. In the event that a Workman's Compensation claim is being contested, the Board shall continue to pay the teacher's regular salary, not to exceed ten days. (1)
18. In the event an emergency or act of nature endangers either the students or teachers, the superintendent shall close the schools. (1)
19. Notification of school closings shall be released for broadcast over local television and radio. (1)
20. Teachers shall not be required to make up days not scheduled for makeup by students. (2)
21. If reporting to work would present an immediate hazard to the safety of a teacher, he/she shall notify his/her school as soon as possible, report to work as soon as possible, and shall suffer no loss in pay or accumulated leave. (1)
22. When students are sent home as the result of an emergency, teachers shall be dismissed as soon as possible. To facilitate the exiting of students the immediate supervisor may ask for volunteers and then assign a sufficient number of teachers if volunteers are not available. (1)
23. Employees shall follow all standard rules of safety published and disseminated to all employees of the Board. (1)
24. 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. (2)
25. If in the opinion of the assaulted employee and the principal the seriousness of the assault so merits, the police shall be called. (1)

26. The Board agrees to reimburse the employee or his/her estate for all medical, surgical, and hospital costs which are above those costs provided by Board approved insurance and/or other applicable insurance incurred by the employee within two years as a result of injury during physical assault or injury. (2)
27. Time lost because of disability to perform job function and resulting from a physical assault shall be with full scheduled regular Board pay less amount received from social security and disability retirement benefits for a maximum of 180 days, without loss of sick leave benefits. (2)
28. Medical confirmation of disability shall be required on a monthly basis. The employee, upon request of the Board, shall 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 choose a third with expertise in the area, who shall examine the employee at Board expense and render a decision. This decision shall be final. (1)
29. Representatives of the Association shall be allowed free access to buildings and contact with teachers until conditions are no longer unsafe and hazardous. (2)
30. The Association shall be consulted and be allowed to submit recommendations for consideration before any judgment is made to open or close schools. 2 This does not preclude superintendent's action concerning weather closings. 1
31. The Board agrees to maintain safe and sanitary conditions in accordance with federal, state and local laws, and regulations in all work areas. (7)
32. The Board shall reimburse an employee for the actual value of any personal property damaged or destroyed during physical attack, in excess of any valid and collectable insurance in effect at the time of the attack, up to a maximum of \$200. (1)
33. The Board shall assume medical costs beyond the employee's insurance coverage, to a maximum of \$1000 incurred by an employee as the result of bodily injury. (1)
34. The Board shall receive a notarized statement from the employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack. (1)
35. A student who assaults a professional employee shall be immediately suspended. (1)

36. In the event of any disorder or disruption in the regular school program, the Board, superintendent or affected building principal shall meet with the Association representatives on request of the Association to develop mutually acceptable programs to guarantee the safety of students, teachers, and property. (3)
37. The Board recognizes the mutuality of responsibility between itself and its employees to provide a work environment which is free of unsafe or hazardous conditions. (3)
38. When absence arises out of assault or injury, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave. (3)
39. In the event of employee injury, the Board shall provide legal advice. (7)
40. In order to collect benefits:
 - A. The employee must promptly file an official complaint with the governmental agency having police jurisdiction in the matter. (4)
 - B. The employee must have been performing his/her duties in a reasonable and prudent manner. (7)
 - C. The physical attack must not have been provoked by the employee. (1)
 - D. The Board shall receive a statement from a medical doctor attesting to the employee's inability to return to work. (1)
 - E. The Board shall receive a notarized statement from the employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack. (1)

SCHOOL CALENDAR (33)

1. A school calendar shall be drawn up and presented to the Association before March 1 of the year prior to the following school term. (1)
2. The Association shall be given the opportunity to discuss and make recommendations within the 30 days regarding the calendar. (1)
3. In the event there is a need to change the school calendar, the Board shall notify the Association and all professional employees. The Association may address the Board on the proposed change(s) prior to its adoption. (1)
4. The Board agrees to consider recommendations of the Association pertaining to the school calendar. (11)
5. For the term of this agreement, the number of school days shall be no more than 200. (8)
6. It is understood that the Board and/or the superintendent may take whatever adjustments in the school calendar are deemed necessary without prior negotiations with the Association. (1)
7. The Board shall consult with and consider the Association prior to scheduling inclement weather make-up days. (2)
8. The school calendar will be determined by the Board. (6)
9. Any changes to the calendar that may be required due to inclement weather or other emergencies will be made by the Board. (2)
10. Teachers whose yearly term of employment is eleven or twelve months shall follow the scheduled work days as established by the superintendent. (2)
11. The school calendar for employees contracted for ten and one-half months shall be 210 days. (1)
12. The school calendar for employees contracted for eleven months shall be 220 days. (1)
13. The school calendar for employees contracted for twelve months shall be 260 days. (1)
14. Employees will be notified by the Board of changes in the calendar within four days 1 as soon as possible 1.
15. The Board and the Association agree that the school calendar shall be the present school calendar. (1)

16. In the event there is a need to change the school calendar, the Board and the Association representatives shall meet within ten days of the expressed need for such change and shall enter into negotiations over the necessity of changing the calendar. If the Board and Association determine through negotiations that the school calendar should be changed, the professional employees shall be notified of such change within 48 hours of the time such agreement is reached. (1)
17. In the event there is a need to change the school calendar the superintendent shall notify the president of the Association. (1)
18. The teachers of each school building may make recommendations for school calendar to their school principal. The school principals shall adhere to those recommendations with the superintendent. Recommendations shall be received prior to February 1. (1)
19. Each teacher shall be furnished a copy of the school calendar. (3)
20. The calendar shall be in agreement with TCA 49-1709. (1)
21. A description of 1979-80 calendar is included in contract. (10)
22. Establishment of a school calendar and registration procedures shall be a function of the professional council. (1)
23. A copy of the proposed calendar shall be furnished to the association prior to submission to the Board. (1)
24. In recognition of the importance of the school calendar to the teaching personnel, the Board will set up a committee of one teacher from each school to provide teacher input into the formulation of the school calendar. This committee will work directly with the supervisor of instruction and principals in developing the school calendar. (1)
25. An advisory committee shall be selected with Association input to offer suggestions about the school calendar. (4)
26. The central office shall appoint an inservice committee, comprised of representatives of each school. It shall be the duty of this committee to draw up three calendars, which will be presented to professional employees for vote. The calendar receiving a majority of votes will be presented to the Board of Education for its consideration. (1)
27. The Board, through its management personnel, shall appoint a committee consisting of representative from administrators, principals, teachers, and the lay public, to discuss the coming year's calendar and make recommendations to the Board. Their input will also be considered in regard to changes in the calendar. (2)

28. The Association shall form a school calendar committee made up of eight Association members, one from each school, for the purpose of making recommendations to the superintendent and Board concerning each year's school calendar. This committee shall meet within ten days if a change in calendar is needed to make recommendations to Board. (1)
29. The school calendar shall be determined through mutual agreement of a committee composed of three teachers, two principals, supervisor, and the superintendent. Final approval of the calendar to be made by the Board. (1)
30. A calendar committee shall be composed of the superintendent and one faculty member from each school. The faculty member shall be selected by the faculties in each school. (1)
31. Each employee sharing bus duty equally within the school shall be given credit for two days of the days assigned by the Board. (1)

SPECIAL TEACHERS AND SERVICES (4)

1. The Board shall provide full-time special teachers in all schools to carry on a program in the special fields of music, art, P.E., remedial reading, media service, guidance, emotionally disturbed, speech and language correction, specific learning disabilities, and educable mentally handicapped, when funds are available. (1)
2. The Board shall provide special services in the district in the areas of physically handicapped, homebound instructions, visually handicapped, psychological services, socially maladjusted, gifted, and pregnant students. (1)
3. The Board shall provide each school at least one full-time teacher certified in reading to teach students who are determined to be at least one or more years below grade level in reading. When the number of identified students reaches 75 or any multiple thereof, additional teachers shall be employed for each multiple, whenever funds are available. (1)
4. At least one media specialist shall be provided in all schools, with appropriate student population. Additional media specialists shall be provided according to Southern Association of Colleges and School Standards. (1)
6. At least one certified and registered nurse shall be provided on a full-time basis for the school system. (1)
7. A committee shall be appointed to review the focus of emphasis of education for exceptional children in the system. Said committee shall make recommendation through the superintendent to the Board. (2)
8. A structural reading program shall be provided for grades K-8. (1)

Student Teachers (2)

1. Student teachers shall not be placed without prior consent of the co-operating teacher. (1)
2. The co-operating teacher shall maintain sole responsibility and authority of total classroom activities involving student education and instruction. (2)
3. No more than one student teacher should be assigned per academic year to any one co-operating teacher. (1)
4. The supervising teacher shall have three years teaching experience. (1)

5. The supervision of student teachers shall be voluntary. (1)
6. No additional assignments shall be given to supervising teachers. (1)
7. Student teachers cannot be used as substitute teachers. (1)
8. Supervising teachers shall receive any and all compensation provided by the college or university. (1)

TEACHER ASSIGNMENT (26)

1. Each professional employee shall be given tentative notice by the administration of his class and/or subject assignment for the forthcoming year no later than the last teacher working day for 200 day teachers 1 no later than May 15 5 within five days of employment 1 as soon as possible 5. May 1 1, April 15 4, by end of year 5.
2. The superintendent shall assign all newly appointed personnel to their specific positions within that subject area and/or level for which the Board has appointed them. (5)
3. The superintendent shall give notice of new teacher assignments as soon as practicable 7 within thirty days 1.
4. In the event that changes in any assignment are proposed, each teacher affected shall be notified as soon as possible 9 within ten days 1, three days 1, fourteen days 1, and consulted 7 about the nature of the change.
5. Teachers shall, wherever possible, only be assigned to teach in areas for which they hold a teaching certificate issued by the state. The Association shall be notified when waivers for exceptions are granted. (7)
6. All teachers shall be assigned duties and responsibilities by their immediate supervisor. (1)
7. Any teacher assignment is subject to enrollment criteria and is not a matter for grievance. (1)
8. The Board shall not employ any teacher who does not qualify for a valid Tennessee teaching certificate. (2)
9. If a change in assignment must occur, the teacher must be notified by conference or certified mail and explained the reason, which must be good and sufficient cause. (2)
10. Schedules of all personnel in a given building shall be available to all teachers in such buildings and posted on a bulletin board. (1)
11. 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 principal. (1)
12. In no event shall seniority be the prevailing consideration or a mandatorily deciding factor in making transfers or assignments. (1)

13. In case of substantial changes in size and nature of student population or unavoidable budgetary limitations, a change in assignment can be made immediately. (1)

Should initial employment include duties which carry a supplement, a teacher may be replaced if he refuses to continue in this position. (1)

14. Any assignment in addition to the normal teaching schedule during the regular school year, including adult education, driver education, and summer school courses, shall not be obligatory but it shall be with the consent of the professional employee. (7)
15. Conditions for such are found pursuant to TCA 49-1313 and are reserved for the superintendent and the Board. (3)
16. Assignment criteria is covered under TCA 59-1201 and in Chapter 0-520-1-2-.12 of Rules, Regulations and Minimum Standards. (2)

Consideration will be given to traveling employees to eliminate excessive travel. (13)

TEACHER COMMUNICATIONS (4)

1. Certificated employees shall have access to a telephone provided that the usage of such phone does not interfere with the educational process. (1)
2. Certificated employees shall be notified as soon as practicable of all incoming calls and messages. (2)
3. Certificated employees shall be notified immediately in the event of emergency phone calls or messages. (2)
4. Classroom interruptions are to be kept to a minimum. (1)
5. Where economically feasible, as determined by the Board, a telephone may be provided for the private use of professional employees. (1)
6. Access to a telephone will be provided through the installation jack in the teacher's lounge. (1)
7. No salesman shall be allowed to interrupt the regular classroom activities. (1)
8. Except in cases of emergency, and within reason, announcements on the intercom shall be confined to two times per day at the discretion of the principal. Each principal should make an effort to limit the length of said announcements. (1)
9. The Board shall provide where feasible a communication system so that employees can communicate with the main building or office. (5)

TEACHER DUTY DAY (29)

1. The teacher duty day shall not exceed seven hours 5, seven and one-fourth hours 2, seven and one-half hours 15, seven and three-fourths hours 1, eight hours 1 and such time as the administrative organization requires 9. Not less than seven hours 2 seven one-fourth hours 1.
2. Teachers will be required to report for duty at 7:45 except those teachers assigned morning duties who will report at his assigned time. Time available before and after the school day shall be used for planning periods. During the planning periods, lesson plans, subject to inspection, will be made for at least one week in advance. (1)
3. Teachers shall be permitted to leave fifteen minutes after the close of the pupil's day, except for bus duties, faculty meetings or other administrative assignments. (4)
4. The duty day for all professional employees shall begin no earlier than fifteen minutes before the opening of the pupils school day and shall end no later than fifteen minutes after the end of the pupils school day 2 except as requested by the principal 2.
5. Bus duty assignment by the principal is considered part of the school day. (1)
6. Any assignments in addition to the teacher's primary teaching assignment, including, but not limited to, extracurricular assignment, shall be assigned on a voluntary basis with no reprisals against those who choose not to accept such assignments. (1)
7. Teachers required to teach at more than one school shall be assigned one school designated by the teacher as his/her home school. (1)
8. The normal in-school working day for elementary school teachers shall not be more than seven and one-fourth hours. (2)
9. Specific times for each school shall be established by the Board. (2)
10. Itinerant teachers and social workers serving more than one school shall have, in addition to a thirty minute lunch period, released time of one hour per day for planning preparation and travel time. (1)

11. Homebound or hospital teachers shall have schedules prepared by their supervisor which shall provide for an average of no more than six hours per day except for such departmental meetings or inservice activities as may be scheduled. Scheduled time shall not include travel or lunch time. (1)

Day shall begin ten minutes prior to students' day and end five minutes after students' day except as requested by the principal. (1)

Any teacher enrolled in a college course shall be allowed to leave school at the end of the students' day when class meets. (1)

12. 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 minutes per day at the secondary level and forty-five minutes at the elementary level. (1)
13. The duty hours for administrative personnel shall be set by the superintendent/Board. (2)
14. Teachers are expected to be at their schools and in their classes or other place of assignment at the time assigned by their principals. (4)
15. The total work day shall be same in length as that of the 1978-79 work year. (1)
16. Each employee shall be given credit for two of the five assigned duty days designated by the Board per TCA 49-1709 for bus duty and three days shall be assigned for conferences. (1)
17. Teachers utilizing duty-free time shall be required to respond to an emergency situation or an irregularly scheduled school activity, when so directed by the principal. (1)
18. Contract lists specific provisions for bus duty. (2)
19. All professional personnel shall work on school premises a minimum number of hours equal to the time between 8:00 and 4:00. Recognizing that the demands on the professional employees time vary from day to day, week to week and between teaching positions, the Board authorizes the superintendent to implement this policy in a flexible manner keeping in mind the best interests of the pupils so that quality of instruction shall be improved. (1)
20. The negotiation teams realize that there is an inconsistency in our organization, rights and responsibilities of department heads. A study should be made by the Association, Board and Administration to develop a plan as soon as feasible. (1)

21. The length of the day for administrators shall be eight hours. (1)
22. Teacher attendance shall not be required whenever student attendance is not required unless this attendance shall be counted to fulfill a teacher's yearly contract. (1)
23. In the case of adverse weather conditions, the teachers may end the day at the close of the pupils' day. (1)
24. A teacher shall report for thirty minutes prior to opening of the students' day and end thirty minutes after the close of the students' day. (2)
25. The method of indicating arrival and departure time will be at the discretion of the principal. (1)
26. Teachers may not be required to sponsor clubs, etc., more than once in a two year period. (1)
27. Teachers shall perform four duties free, excluding bus duty, but over four shall be paid at least minimum wage. (1)
28. When possible, extra duties may be performed on a voluntary basis. Otherwise, they should be assigned by the appropriate supervisor in an equitable and non-discriminatory manner. (3)
29. No teacher shall be required to perform any task related to observation/assessment of another teacher. (1)
30. If the Board employs teacher aides/assistants, these shall be used to assist in eliminating non-teaching duties (list given). (1)
31. No solicitation or sales, with the exception of school pictures and school insurance shall be done during instructional time. (1)
32. All extracurricular assignments made by a school principal shall be reasonable and just and with an adequate advance notice. (3)
33. Before and after teacher's work day, school activities, bus duty, faculty, department and committee meetings, parent conferences, PTA meetings and other meetings related to the school program are a part of the teacher's professional responsibility. (5)
34. An extra duty assignment shall be limited to forty-five minutes on any daily assignment. (1)
35. Distribution of non-curricular materials shall be held to a minimum. (3)

TEACHER FACILITIES/EQUIPMENT (19)

1. The Board shall provide free off street parking for teachers. (12)
2. The Board shall provide a desk and chair in each classroom. (12)
3. The Board shall provide locable storage in each classroom or in a central location in lieu of classroom storage. (5)
4. The Board shall provide protective devices such as safety goggles, aprons, gloves, etc. (8)
5. Certificated employees under contract to the Board may assist supervisory personnel in the selection of instructional materials. (1)
6. Storage space for instructional materials shall be provided in each instructional space when feasible. (11)
7. Chalkboard space will be provided in each classroom. (11)
8. Books, chalk, erasers and similar items will be provided in sufficient amounts. (7)
9. Duplicating, stencil, typing, and mimeograph capabilities shall be established in attendance centers. (4)
10. When administratively feasible, an appropriate room shall be provided to teachers who are assigned to work in more than one school. (5)
11. The Board shall make available in each school at least one teacher workroom with adequate equipment necessary for the preparation of instructional materials. (6)
12. The Board shall provide each teacher with a dictionary. (7)
13. The Board shall provide each teacher with a copy of the teacher's edition. (1)
14. The Board shall provide each teacher with closet space. (4)
15. The faculty of each school shall recommend for final approval by the principal priorities for expenditure of state funds allocated for instructional supplies. (1)
16. The Board shall provide a lounge in each school 7 where possible 3.
17. The Board shall provide a classroom or office for each teacher where possible. (1)

18. Local instructional funds shall be a certain amount. (9)
 19. The Board shall strive to make available in each school restrooms and lavatory facilities exclusively for adult usage. (3)

The Board shall provide a vehicle for authorized activities. (1)

Normal maintenance repairs shall not be paid for by the individual schools. (1)
 20. The Board shall strive to make available in each school air conditioning for each classroom. (1)
 21. All professional employees shall be given keys to their classrooms upon request, and subject to reasonable regulations, shall be provided a key to the school's work area and an outside door. (8)
 22. In an assignment made by the Board which requires entrance to the building during non-school hours, the person to whom the assignment is made shall be provided a key to the building. (1)
 23. Teaching materials shall be provided at least according to state standards. (1)
 24. The Board shall provide a clean and orderly classroom one week prior to the first day of inservice which shall include clean desks, chalkboards, bathrooms, overhead lights, floors and wood-work. These conditions shall be maintained throughout the school year. (1)
- Adequate funds for instructional material shall be provided. (5)

TEACHING LOAD AND CLASSROOM CONDITIONS

1. The daily teaching load in all schools will be assigned and supervised by the teacher's immediate supervisor. (2)
2. The daily teaching load for all professional employees shall be at least five hours. (1)
3. Observation of a teacher's class by persons other than school administrative supervisory personnel shall be allowed only after consent by the building principal and the teacher involved. (2)
4. The Board shall provide daily custodial services. (2)
5. The daily teaching load of junior high and senior high school exclusive of homeroom and activity periods shall not exceed five periods in a six period day and six periods in a seven period day. (4)
6. The daily teaching load in the elementary schools shall not exceed six 1 six and one-fourth 1 six and one-half 3 seven hours.
7. Secondary school department chairmen will not exceed the ratio of one to eight classroom teachers. They shall be assigned five periods of student supervisory duties. (1)
8. Junior and senior high school teachers shall not be required to teach more than two 3 three 1 general subject areas, nor be required to have more than three 2 preparations per day.
9. Instructional aides shall be assigned to classroom by the principal after consultation with the resource teacher and/or classroom teacher. (1)
10. Teachers shall direct the work of the aides while in the classroom and shall be involved by the principal in evaluation of the aides. (1)
11. All aide assignments to classes and/or duties shall be in compliance with applicable program guidelines. (1)
12. No teacher shall be assigned more than 150 students per day unless proven to a representative of the Association and the Board that this would result in the hiring of another teacher. (1)
13. No class shall be offered with less than ten students enrolled. (1)
14. Visitors who wish to sit in on a specific classroom shall do so only after reporting to the principal's office. (1)

15. Teaching load will be according to state Rules, Regulations and Minimum Standards. (3)
16. The elementary and middle schools shall be on a six-week grading period reporting on a single continuous grade card. (1)
17. The high school shall be on a nine week grading period with five week interval reports. (1)
18. The assignment of the teaching load is the responsibility of the principal. The principal will attempt to maintain balanced loads among staff consistent with the instructional needs of students. Particular attention will be given by principals and administration to classes on which waivers have been granted during the previous year. (1)
19. Field trips shall be scheduled and implemented in a manner which is mutually agreed upon by both the principal and the teacher. (1)
20. Whenever a handicapped student is assigned to a teacher, the teacher to the best of his/her ability, shall make special arrangements so that his student's special and unique needs may be accommodated. (1)
21. Students shall be permitted to attend vocal or instrumental music lessons only if approved by the superintendent and if the student will not be absent from academic classes. (1)
22. When a student's evaluation of grade is changed by the administration, said change shall be initiated, reasons for the change given, and the teacher notified of such change. (1)
23. It is suggested by the Board and the Association that teachers keep a file on each student containing copies of any written communication concerning said student. (1)
24. All teachers shall have a substitute folder available containing such materials as would be necessary to conduct class in the teacher's absence. (1)
25. Study hall duty will be assigned on an equitable basis. (1)

TRANSFERS (29)

1. Teachers who desire to transfer to another building must file a written statement of such desire with the superintendent. (23)
2. The written request for transfer shall include the desired subject area and grade level. (14)
3. In consideration of transfers, the Board will make every effort to honor the request if it is deemed to be to the mutual benefit of the teacher, students and the system. (1)
4. Employees in the school system shall be given consideration for filling all vacant positions provided that they make application within the limits and are or can be certified for that position. (4)
5. In the event two or more employees apply for the same position, consideration shall be given to the length of service in the school system. (1)
6. Notice of an involuntary transfer of a certificated employee under contract to the Board from one school to another or reassignment within a school shall be given the employee at least five days in advance of the Board meeting during which the transfer will be discussed unless this time requirement is voluntarily waived by the employee. (1)
7. In the event the employee objects to the involuntary transfer or reassignment, the employee may request a meeting with the superintendent or his designee. Such meeting will be held before the proposal is presented to the Board for action. If, after this meeting, the employee still objects, he may file a written statement of his objection with the superintendent. At the employee's request, a copy of the written statement shall be given to the Board and the employee shall be afforded the opportunity to appear before the Board for the purpose of stating his objections prior to the Board action on the transfer or reassignment. (2)
8. Employees who are being involuntarily transferred or reassigned shall be given consideration in the filling of future vacancies. (1)
9. Consideration shall be given to length of service in the school system in determining involuntary transfers. (2)
10. If a teacher desires transfer at the end of a school year, the Board shall be responsible for keeping the teacher informed of available positions by phone or by mail. (1)

11. Teachers shall have the right to voluntarily change positions or schools with other teachers by securing the permission of the principals of both schools, subject to the approval of the Board. (1)
12. No involuntary transfer shall be made except for just, fair, and sufficient cause. (1)
13. Any teacher who has been involuntarily transferred shall immediately be given a written explanation for said transfer. (2)
14. In case of staff reduction in a school, properly certified volunteers will be transferred first to available position. (1)
15. Involuntary transfers shall be based on length of service. (1)
16. Teachers transferred involuntarily shall have the right to return to their original school in the reverse order in which they were transferred provided they make such request in writing. (1)
17. If a request for transfer is denied, the employee shall, upon request, be told the explicit reason for the denial. (1)
18. Transfer requests shall normally be granted subject to, but not limited to, consideration of the following factors:
 - Length of service in the school system (3)
 - Total education experience (1)
 - Experience in requested area of employment (3)
 - Training in requested area of employment (1)
 - Total training (1)
 - Certification (2)
 - Accreditation requirements (1)
 - Extracurricular assignment needs (2)
 - Proximity to residence (1)
 - Racial composition (2)
19. In the event that it becomes necessary to transfer a teacher from one school to another it is desirable that such teacher be informed and consulted prior to the change. (4)
20. In the event a transfer or reassignment of a teacher should come before the Board, the superintendent will give the teacher a letter in writing explaining the reason for the transfer. The teacher shall be given ten days to make a response in writing to the superintendent. The decision by the superintendent and Board of the transfer or reassignment shall be final and shall not be subject to the grievance procedure. (1)
21. The superintendent shall annually notify the president of the Association of all teachers who have been transferred or reassigned and the positions they have been transferred or reassigned to. (5)

22. It shall be the employee's responsibility to notify the central office or principal in writing, as soon as possible, of any change in a request for transfer or reassignment. (1)
23. No reassignment or transfer shall be made without consulting the professional employee. (2)
24. In matters of transfer, teachers must be dealt with in compliance with TCA 49-1411. (4)
25. No inter-school reassignments or transfers shall be made without the written consent of the teacher. (1)
26. A teacher who receives a voluntary transfer to a school of the teacher's choice shall not be eligible for another transfer to a school of the teacher's choice for a period of two years. (1)
27. Transfers shall not be done for arbitrary and capricious reasons. (1)
28. In all cases, the best interest of the students will play the determining role in decisions relating to transfers. (2)
29. In the event a teacher transfer is necessary, volunteers will be considered first. (1)
30. Teachers involuntarily transferred may request a hearing with the Board. (1)
31. Building principals will be consulted prior to any transfer to or from his/her school. (1)

VACANCIES (31)

1. Notices of system-wide vacancies will be posted on the official courthouse bulletin board. (1)
2. Notice of all vacancies in the school system will be posted in each school. (23)
3. In staffing a consolidated school, certified and qualified teachers from the original schools shall have first consideration for all vacant positions. (1)
4. Strategic information will be included in the notices of vacancies. (type of information given) (18)
5. The Association shall be notified of a vacancy. (5)
6. The Board reserves and retains all rights to determine the qualifications of employees, to manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, assign work including extra-curricular activities, determine the size of the work force and lay off employees. (1)
7. Notice of vacancies shall be posted in the central office. (8)
8. Any teacher who desires to apply for vacancies shall file application in writing to the superintendent. (4)
9. Each applicant shall receive an interview with the proper authority. (1)
10. Among applicants who are deemed to be equally qualified, the teacher with the greatest seniority shall receive the position. (1)
11. In the event that a grievance resulting from a vacancy occurs, the Board shall not fill such position until the grievance is resolved. (1)
12. Applicants not employed in the system shall not be hired until teachers in the system have had an opportunity to apply and be considered for the position. (1)
13. All assignments made during the second semester with newly hired employees shall be for an interim period until the end of the school year. At the end of the year, the position will be declared open and will be posted for consideration by employees who wish to transfer to said position. (1)

14. In the placement of personnel, seniority shall be given prime consideration, as well as certification and other criteria established by the Board. (3)
15. Determination of class assignments shall be based on seniority in a particular school in grades K-6; in grades 7-12, seniority is based on length of time taught in a particular department in conjunction with the needs of the particular school. (1)
16. When vacancies occur after the normal school year, the superintendent shall notify the Association president or his designee, who shall be responsible for attempting to notify the membership. (4)
17. No vacancy, except in the case of an emergency, shall be filled on a temporary basis until such vacancies have been posted for at least 15 professional work days. (1)
18. This is a prerogative of management subject to state statute. (1)
19. Notice of vacancies shall be posted in the local newspaper. (2)
20. In the event two or more teachers apply for the same position, be it administrative or classroom position, the teacher best qualified as determined by the superintendent shall be appointed. (1)
21. The Board agrees to give notice of vacancies as they become available. (5)
22. Administrative level advancement positions will be announced at the first school board meeting after the positions become available. (1)
23. In filling vacancies, the Board shall strive to elect and assign the applicant with the highest qualifications for the position. Present employees of the school system will be given preference, if their qualifications are equal, in the opinion of the Board, to candidates outside the system. (6)

WAGES AND SALARIES (47)

1. Each teacher shall be paid in the following manner:
 - (A) twelve equal installments (1)
 - (B) ten equal installments (8)
 - (C) eleven equal installments (1)
 - (D) option of ten or twelve installments (9)
 - (E) twenty-four installments (1)
 - (F) every ten days of a contract year (1)
 - (G) option of ten or thirteen installments (1)
 - (H) option of ten, eleven, or twelve installments (1)
 - (I) option of twelve or twenty-four installments (1)
 - (J) eleven month employees in eleven equal installments (1)
 - (K) twelve month employees in twelve equal installments (1)
 - (L) option of twenty or twenty-four installments (1)
2. If increased pay is due a teacher at any time during the year, it is understood that the increase will be prorated into the remaining checks unless otherwise specified. (1)
3. Pay checks for the months of June, July and August shall be available on the fourth of June. These checks may be picked up at the central office by individual employees or mailed to the employee, provided a self-addressed, stamped envelope has been filed with the business office. (1)
4. Should check distribution be delayed due to problems in the county payroll office, the Association shall be notified immediately. An Association and a Board representative shall work jointly with the payroll office to resolve the problem. If the problem was beyond Board control, it shall not be subject for grievance. (1)
5. Local salary increases will be retroactive to July 1, 1979, and shall be made in one payment. (1)
6. Upon written request, the eleventh and twelfth checks shall be mailed. (1)

7. A teacher shall receive his/her check at his/her regular work location and on regular school days. (7)
8. When a payday falls on or during a school holiday, vacation or weekend, a teacher shall receive his/her check on the last day preceding the holiday, vacation or weekend. (21)
9. When payday falls on a day when school is closed because of unforeseen circumstances, teachers shall receive their pay checks on the next working day. (1)
10. When a payday falls on a school holiday, vacation or weekend, teachers shall receive their check on the nearest working day. (1)
11. Each teacher shall be placed on his/her proper step of the salary scale. (17)
12. A teacher who is employed more than 200 days shall be compensated at the contracted daily rate provided that the provision does not apply to any paid extracurricular duty. (1)
13. All specific positions in the bargaining unit which are presently supplemented by Board approved percentage or set supplements shall remain in place and shall continue at the present rate until adjusted through negotiation. (1)
14. Money received from federal and state governments which are to be granted to teachers with special certification shall be in addition to the basic salary schedule. (1)
15. Five years of previous military service prior to employment shall be considered as experience for purposes of placement and vertical movement. (2)
16. A year of teaching shall mean employment for at least 93 days 1 100 days 9 of any given school year.
17. Each employee shall be awarded full credit for allowable teaching experience and academic training as established under the state board of education Rules, Regulations and Minimum Standards, 0520-1-2-.09. (21)
18. The ruling of the appropriate official of the State Department of Education as to an individual teacher's allowable teaching experience and academic training for salary purposes shall be final. (1)
19. Each year of teaching experience outside the school district shall be considered as experience for purposes of placement and vertical movement on the salary scale. (1)

20. The superintendent and the Board will discuss salary schedules with the Association before the annual budget is compiled. (1)
21. A teacher whose employment is terminated for any reason shall receive his/her terminal pay and all salary prior to the date of said termination, at the regularly scheduled payday. (1)
22. Each ten month option teacher shall receive the balance of his/her contracted salary within fifteen days of the last working day for teachers. (1)
23. New teachers may, at their option elect to receive up to 50 percent of the first salary installment after the completion of the first ten work days of employment. (1)
24. Each teacher shall have the option of receiving all or any part of his/her contractual salary on the last pay period of the in-school year. (6)
25. Each teacher shall provide the Board with three self-addressed envelopes for the mailing of summer checks. (3)
26. All teachers employed as of the opening day of school, who have not received a check from the Board between July 1 and the opening day of school shall receive the sum of \$300 at the end of the first two weeks of the school term and the balance of the first month's check at the regular pay period. (1)
27. When in the opinion of the administration that the budget can be determined to the point that there will be a surplus, teachers will be issued a check for an amount not to exceed \$200 to fulfill the \$500 commitment if these funds are in the budget. (1)
28. If school is dismissed for any reason on a regularly scheduled pay day, teachers may pick up their checks at the central office. (2)
29. Those employees anticipating the completion of a new degree which will affect their salary for the coming year shall notify the central office by May 1 of each year. (1)
30. A salary committee shall be established to develop a salary formula for all professional employees and to study the extracurricular supplement schedule. Such committee will be an advisory group consisting of three members selected by the superintendent and three by the Association. (1)
31. Summer checks shall be picked up at the central office. (1)
32. Trade and Industry instructors shall receive one-half year experience for each year of experience in industry over five years. (1)

33. An option for Association vote is given which allows \$63,000 to be used for salaries or other benefits. (1)
34. For horizontal movement on the salary scale, the course work completed must meet system requirements. (1)
35. All teachers may attend, free of charge, all school special service activities relating to their school except those at which a regulatory agency prohibits the recognition of a pass. (1)
36. A teacher who is assigned to more than one school per day shall be reimbursed for all such travel at the rate of 15¢ 4 17¢ 10 20¢ 1 board policy 1 rates established by state department 2 per day for all driving after arriving at the first location at the beginning of the work day.
37. The traveling rate shall be in effect for the distance between the last location of work and the teacher's home if and the employee's home and his base school. (4)
38. Traveling pay shall be: county-wide \$450; partial county \$225. (1)
39. Every effort will be made to maintain the confidentiality of an employee's check. Checks will be distributed only by the principal, assistant principal, or the acting principal. (2)
40. The basis for computing annual administrative salaries shall be the formula approved by the Board and presently in effect which will reflect a 7 percent increase. (1)
41. Teacher's paychecks will be placed in an envelope before being placed in the teacher's mailbox. (2)
42. Any teacher who is requested to do any extracurricular duty will be compensated at the rate of minimum wage. (1)
43. Payment for extracurricular duties shall come from the school generating the activity. (1)
44. Paydates are listed in the contract. (2)
45. Salary for non-classroom personnel will be computed as for classroom teachers with the addition of additional state and local supplements. (1)
46. The building principal shall be responsible for distributing paychecks in such a manner so as to protect the privacy of the employees. (2)

47. With the approval of the school principal, subject area department chairmen of secondary schools and grade level team leaders of middle schools shall be compensated at the rate of \$3.00 monthly for each teacher in their department or team other than the department chairman or team leader. (1)
48. Retiring employees will be paid \$10 per day accumulated sick leave up to 120 days. (1)
49. Teachers shall receive their checks in sealed envelopes. (1)
50. The Board shall not be held responsible for circumstances beyond its control related to the receipt of checks. (1)
51. Teachers will be responsible to participate in a reasonable amount of extracurricular activities (several listed). Any board sponsored activity is covered by Board insurance. (1)
52. All summer checks will be mailed. (8)
53. Salary schedules are included in the contracts. (37)
54. Contract contains statements concerning administrative salaries. (22)
55. Contract includes statements concerning extracurricular activity pay. (31)

Less Than a College Degree

Minimum	Maximum	Range
		Below 1500-8
7400-7500-4	8200-8300	1500-1600-5
7501-7600	8301-8400-1	1601-1700
7601-7700-2	8401-8500	1701-1800-1
7701-7800	8501-8600	1801-1900-1
7801-7900	8601-8700	1901-2000-1
7901-8000-1	8701-8800	2001-2100-1
8001-8100-1	8801-8900	2101-2200
8101-8200-3	8901-9000	2201-2300
8201-8300-1	9101-9100	2301-2400-1
8301-8400-3	9101-9200-1	2401-2500-1
8401-8500-1	9201-9300-2	2501-2600
8501-8600-2	9301-9400	2601-2700-1
8601-8700	9401-9500-2	2701-2800
8701-8800-1	9501-9600-1	2801-2900
8801-8900-1	9601-9700-1	2901-3000
8901-9000	9701-9800-2	3001-3100-1
9001-9100	8901-9900-5	3101-3200
9101-9200	9901-10000-1	3201-3300
9201-9300-1	10001-10100-1	3301-3400
9301-9400	10101-10200	3401-3500
9401-9500	10201-10300-2	3501-3600
9501-9600	10301-10400	3601-3700
9601-9700	10401-10500	3701-3800
9701-9800	10501-10600	3801-3900
9801-9900	10601-10700	3901-4000
9901-10000	10701-10800-1	4001-4100
	Above 10800-1	

Bachelor's Degree

Minimum	Maximum	Range
9800-10000-8	11800-12000-2	2000-2100-10
10001-10200-9	12001-12200-4	2101-2200-1
10201-10400-7	12201-12400-4	2201-2300-2
10401-10600-10	12401-12600-2	2301-2400-2
10601-10800-5	12601-12800-5	2401-2500-3
10801-11000-5	12801-13000-5	2501-2600-3
11001-11200-1	13001-13200-3	2601-2700
11201-11400-1	13201-13400-2	2701-2800-3
11401-11600	13401-13600-2	2801-2900
11601-11800-1	13601-13800-1	2901-3000-2
11801-12000	13801-14000-2	3001-3100-1
12001-12200	14001-14200-1	3101-3200-1
12201-12400	14201-14400-2	3201-3300
12501-12600	14401-14600-4	3301-3400-1
12601-12800	14601-14800-1	3401-3500-2
12801-13000	14801-15000-1	3501-3600
13001-13200	15001-15200	3601-1700
13201-13400	15201-15400-1	3701-3800-2
13401-13600	15401-15600-1	3801-3900-2
13601-13800	15601-15800-1	3901-4000-1
13801-14000	15801-16000	4001-4100
14001-14200	16001-16200-1	4101-4200
14201-14400	16201-16400-1	4201-4300-2
14001-14600	16401-16600-1	4301-4400-1
		Above 4400-6

Master's Degree

Minimum	Maximum	Range
10600-10800-2	12800-13000-2	2000-2100
10801-11000-8	13001-13200-2	2101-2200-8
11001-11200-7	13201-13400-3	2201-2300-1
11201-11400-6	13401-13600-2	2301-2400
11401-11600-6	13601-13800-5	2401-2500-3
11601-11800-8	13801-14000	2501-2600-3
11801-12000-5	14001-14200-3	2601-2700-1
12001-12200-2	14021-14400-2	2701-2800-2
12201-12400-2	14401-14600-1	2801-3000-3
12401-12600	14601-14800-1	3001-3100
12601-12800-1	14801-15000-4	3101-3200-1
12801-13000	15001-15200-2	3201-3300-2
13001-13200	15201-15400-1	3301-3400
13201-13400	15401-15600-3	3401-3500-2
13401-13600	15601-15800-4	3501-3600
13601-13800	15801-16000-1	3601-3700-1
13801-14000	16002-16200-3	3701-3800-1
14001-14200	16201-16400-1	1801-3900-4
14201-14400	16401-16600	3901-4000-3
14401-14600	16601-16800-1	4001-4100-1
14601-14800	16801-17000-1	4101-4200-1
14801-15000	17001-17200-2	4201-4300
15001-15200	17201-17400-1	4301-4400-1
15201-15400	17401-17600	4401-4500
	Above 17600-2	Above 4500-10

Master's +45

Minimum	Maximum	Range
11400-11600-2	13600-13800-1	2000-2100-1
11601-11800-6	13801-14000-3	2101-2200-8
11801-12000-8	14001-14200-2	2201-2300-1
12001-12200-4	14201-14400-2	2301-2400
12201-12400-6	14401-14600-4	2401-2500-3
12401-12600-7	14601-14800-4	2501-2600-2
12601-12800-4	14801-15000	2601-2700-2
12801-13000-3	15001-15200-3	2701-2800
13001-13200-3	15201-15400-2	2801-2900-2
13201-13400-2	15401-15600-1	2901-3000-2
12401-13600	15601-15800-2	3001-3100
13601-13800-1	15801-16000	3101-3200-1
13801-14000-1	16001-16200-2	3201-3300-1
14001-14200	16201-16400-2	3301-3400-1
14201-14400	16401-16600-2	3401-3500-1
14401-14600	16601-16800-2	3501-3600
14601-14800	16801-17000-2	3601-3700-1
14801-15000	17001-17200-3	3701-3800-2
15001-15200	17201-17400-1	3801-3900-4
15201-15400	17401-17600	3901-4000-2
15401-15600	17601-17800-2	4001-4100
15601-15800	17801-18000-4	4101-4200-2
15801-16000	18001-18200-2	4201-4300
16001-16200	18201-18400	4301-4400
	Above 18400-1	Above 4400-11

Ed.S. Degree

Minimum	Maximum	Range
11600-11800-2	13800-14000-1	2000-2100
11801-12000-4	14001-14200-2	2101-2200-8
12001-12200-7	14201-14400-2	2201-2300-1
12201-12400-3	14401-14600-2	2301-2400
12401-12600-7	14601-14800-3	2401-2600-4
12601-12800-6	14801-15000-4	2601-2700-1
12801-13000-3	15001-15200-2	2701-2800-1
13001-13200-2	15201-15400-1	2801-2900
13201-13400-2	15401-15600-1	2901-3000-3
13401-13600-3	15601-15800-2	3001-3100-1
13601-13800-2	15801-16000	3101-3200-1
13801-14000-1	16001-16200-2	3201-3300-1
14001-14200	16201-16400	3301-3400-1
14201-14400	16401-16600-3	3401-3500
14401-14600	16601-16800-2	3501-3600-1
14601-14800	16801-17000-2	3601-3700-2
14801-15000	17001-17200-1	3701-3800-1
15001-15200	17201-17400-3	3801-3900-2
15201-15400	17401-17600-1	3901-4000-3
15401-15600	17601-17800	4001-4100
15601-15800	17801-18000	4101-4200-2
15801-16000	18001-18200-3	4201-4300
16001-16200	18201-18400-2	4301-4400
16201-16400	18401-18600	4401-4500
16401-16600	18601-18800-3	4501-4600-2
	Above 18000-1	Above 4600-8

Doctorate Degree

Minimum	Maximum	Range
12400-12600-2	14600-14800-1	2000-2100
12601-12800-5	14801-15000-3	2101-2200-7
12801-13000-1	15001-15200-1	2201-2300
13001-13200-4	15201-15400	2301-2400
13201-13400-5	15401-15600-2	2401-2500-2
13401-13600-5	15601-15800-3	2501-2600-1
13601-13800	15801-16000-3	2601-2700-2
13801-14000-2	16001-16200	2701-2800
14001-14200-2	16201-16400-1	2801-2900-1
14201-14400-1	16401-16600-2	2901-3000-2
14401-14600-1	16601-16800	3001-3100-1
14601-14800-1	16801-17000-2	3101-3200-1
14801-15000-2	17001-17200-2	3201-3300
15001-15200	17201-17400-1	3301-3400-1
15201-15400-2	17401-17600	3401-3500-1
15401-15600	17601-17800	3501-3600
15601-15800-1	17801-18000-1	3601-3700-2
15801-16000	18001-18200-3	3701-3800
16001-16200	18201-18400	3801-3900-2
16201-16400	18401-18600	3901-400-1
16401-16600	18601-18800	4001-4100
16601-16800	18801-19000	4101-4200-1
16801-17000	19001-19200-1	4201-4300
17001-17200	19201-19400-1	4301-4400-1
17201-17400	19401-19600-3	4401-4500-1
	Above 19600-4	Above 4500-7

VITA

John Boy O'Dell was born on March 12, 1948, in Johnson City, Tennessee, to Charlsie S. O'Dell and the late James E. O'Dell. He attended public school in Piney Flats, Tennessee. After graduation from Mary Hughes High School, he attended Milligan College where he received a Bachelor of Arts degree with a major in Psychology and a minor in History in 1970. He attended East Tennessee State University where he received a Master of Arts degree in 1974 and a Specialist in Education degree in 1977.

In 1970, he accepted employment in the Sullivan County, Tennessee School System where he served as teacher, elementary school principal and middle school principal. He began a program of doctoral study at The University of Tennessee, Knoxville, in 1978 and was graduated with a Doctor of Education degree in December 1980, with a major in Educational Administration and Supervision and collateral areas in Curriculum and Instruction and Industrial Management.

John Boy O'Dell is a member of Phi Delta Kappa, Phi Kappa Phi, and other professional and civic organizations.

He is married to the former Myra Mathes of Johnson City, Tennessee.