

NEGOTIATIONS
2009-2010

ARTICLE VII, SECTION F: PROFESSIONAL LEAVE
(p. 30)

A certificated employee shall be compensated at his/her daily rate of pay for one (1) day of professional development in exchange for three (3) professional leave days. Such professional development shall be specified within the School Improvement Plan and approved by the employee's direct supervisor. Such professional development shall be completed outside the regularly scheduled workday. Payment shall be made in half-day (3 ¼ hours) or full-day (6 ½ hours) increments. (2009)

Stephen Henry, MNEA **Date**

June Keel, MNPS **Date**

NEGOTIATIONS
2009-2010

ARTICLE X, SECTION H: COMPENSATION COMMITTEE
(p.50) NEW

The Board and the Association agree to establish and maintain a joint Compensation Committee composed of three (3) members appointed by the Administration, four (4) by the Association, and one (1) member of the Board of Education. The committee shall be chaired jointly by a member appointed by the Administration and one by the Association. The committee shall address all compensation issues including but not limited to salary supplements, the structure of salary schedules, and differentiated compensation. The Compensation Committee shall convene no later than September 15 of each year and report to the Negotiations Council and the Board by November 1.

All salary, differentiated compensation, and salary supplements shall be paid via the official MNPS payroll system. Before implementation all recommendations of the Compensation Committee shall be ratified by both parties.

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

**APPENDIX G: MEMORANDUM OF AGREEMENT ON DIFFERENTIATED
PAY STUDY
(P.61) Replacing existing G.**

**MNEA and the Board agree to form a committee to study the effectiveness of the
differentiated pay plans described in Article VIII, Section H, Subdivisions 7 and 8.**

Stephen Henry, MNEA Date

June Keel, MNPS Date

NEGOTIATIONS
2009-2010

**Appendix L: MEMORANDUM OF AGREEMENT ON SALARY,
SUPPLEMENTS, AND RESPONSIBILITIES**

(P. 63) NEW APPENDIX

The Board and the Association agree to convene a joint committee no later than September 15, 2009, with four (4) members from the District and four (4) members from the Association. The intent is to develop/review the selection process and the responsibilities of staff members who are asked to fulfill academic roles that require extra responsibilities and commitments outside of their regular assigned duties. The committee shall report to the Negotiations Council by November 1, 2009.

This list shall include, but not be limited to:

- Team Leaders
- Grade level Chairs
- Committee Chairs
- Principal Designees
- SIP and SACS Component Chairs
- Subject Area Chairs
- Small Learning Community Chairs
- Consulting Teachers
- Presenters at faculty meetings
- IB Coordinators

The Board and the Association agree to refer compensation for the above positions and for additional supplements for national board certification to the Compensation Committee.

Stephen Henry, MNEA Date

June Keel, MNPS Date

NEGOTIATIONS
2009-2010

ARTICLE VI, SECTION C: TEACHER WORKDAY
(p.25)

All teachers shall be present at their respective schools a minimum of seven and one-half (7 ½) hours each school day. **Teachers, excluding administrators, should not be required to work beyond the established workday as defined herein, except for faculty meetings as stated in Article IV, Section B.**

Stephen Henry, MNEA **Date**

June Keel, MNPS **Date**

NEGOTIATIONS
2009-2010

6. **6. At the discretion of the Director of Schools, a portion of the state-mandated in-service requirement may be reserved for addressing Tennessee Comprehensive Systemwide Planning Process targets, and/or local school improvement plans. The message shall be uniform in content. (2003)**
7. **Organization of the Professional Learning Advisory Council:**
- a. **Chair: A chair shall be selected by the Council members to provide leadership and guidance for the group. He/She will work in close communication with the: Coordinator of Title II. The chair will be elected at the first meeting of the Council in May. (2003)**
 - b. **Vice Chair: The vice-chair shall serve as chair in the absence of the chair and shall be elected at the same time as the chair. (2002)**
 - c. **Terms of the Office: The terms of the chair, and vice chair shall be one (1) year, and they shall be eligible for re-election for one (1) additional term.**
 - d. **The Coordinator of Title II or other designated administrator shall maintain a complete record of all meetings and provide clerical services. (2003)**
8. ***Routine Operations:* The Professional Learning Advisory Council shall act as one group and not as individuals. All action must be the decision of the group. The council shall meet monthly with new members appointed by April 15th, and with the first organizational meeting in May. A simple majority of the total group must be present to constitute a quorum. (2000)**

F. **JOINT COMMITTEES**

The president of the Association and Director of Schools shall indicate in the charge letters to joint committees that co-chair shall provide notice of meetings to their respective appointing authority. Failure to provide such notice shall in no way affect the work or outcome of the committees.

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE X, SECTION G: ACADEMIC COACHES

(P. 55)

Delete text on Peer Assistance, Leadership & Support (PALS) Program

Replace with new section G, Academic Coaches

ACADEMIC COACHES

Academic coaches shall assist new and experienced teachers with instructional strategies. Academic coaches must document their support for each teacher and shall not be used in an evaluative or administrative capacity. In order to *build trust and facilitate* improvement, the Board agrees not to use any documentation created by an academic coach or any testimony from a coach in evaluation or dismissal proceedings.

1. Academic coaches include:
 - a. Numeracy Coach
 - b. Literacy Coach
 - c. Technology Coach
 - d. Change Coach
 - e. Consulting Teacher

2. Academic coaches will work with principals and assist classroom teachers with the following activities:
 - a. Non-evaluative classroom observation and feedback including best practices
 - b. Goal setting
 - c. Parent communication skills
 - d. Demonstration teaching
 - e. Lesson planning
 - f. Workshop, in-service program, and college/graduate/distance learning program selection to support individual teacher professional learning
 - g. Classroom management techniques

(2009)

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

**ARTICLE VIII, SECTION H: DIFFERENTIATED PAY
(P. 42)**

1. Algebra I Teachers

The Tennessee Board of Education has passed a new Employment Standard, which provides a path to teach Algebra I in grades 9-12 for any teacher holding any endorsement that includes grade 8 in its grade span (K-8, 4-8, K-12, 7-12, etc.) PROVIDED they complete a five-day, state-sponsored training session and pass the Praxis exam *required by the Tennessee Department of Education*.

Therefore, the Board agrees to pay the registration fees and test costs for the *required* Praxis test for any newly assigned MNPS teacher who makes the minimum score required for highly qualified status set by the Tennessee Department of Education.

In addition, for the (2009-2010) school year, any newly assigned teacher who meets the above qualifications and who teaches Algebra I at least 50% of the day in a high priority school in grades 7-9 shall receive a \$4000 salary supplement. (2009)

2. Middle School Math Teachers

The Tennessee Board of Education has passed a new Employment Standard which provides a path to become highly qualified in mathematics for grades 7-8 for any teacher holding a K-8, 1-8, 4-8, or 1-9 endorsement and passes the Praxis exam *required for highly qualified status by the Tennessee Department of Education*.

Therefore, the Board agrees to pay the registration fees and test costs for the *required* Praxis test for any newly assigned MNPS teacher with the above endorsement who makes the minimum score required for highly qualified status set by the Tennessee Department of Education.

In addition, for the 2009-2010 school year, any newly assigned teacher who meets the above qualifications and who teaches math at least 50% of the day in a high priority school in grades 7-8 shall receive a \$4000 salary supplement. (2009)

3. Math Teachers

NEGOTIATIONS
2009-2010

For the **2009-2010** school year, the Board agrees to pay a one-time \$4000 supplement to all newly hired and/or newly assigned teachers certified and highly qualified in 7-12 math and who teach math at least 50% of the day in a high priority school in grades 7-12 shall receive a \$4000 salary supplement. **(2009)**

4. ELL Teachers

For the **2009-2010** school year, the Board agrees to pay a one-time \$4000 supplement to all newly hired and/or newly assigned teachers certified and highly qualified in ELL K-12 who are assigned to teach that subject at least 50% of the day in a high priority school in grades K-12. **(2009)**

5. Special Education Teachers

For the **2009-2010** school year, the Board agrees to pay a one-time supplement of \$4000 to newly hired and newly assigned fully certified special education teachers who meet the highly qualified requirements for the grade level and special education program assigned and who are assigned to a high priority school.

The Board agrees to pay the PRAXIS registration fee and test cost for any K-8 special education teacher or 9-12 life skills teacher who is fully certified in special education and who makes the minimum score for highly qualified status **on the PRAXIS test(s) required by the Tennessee Department of Education. (2009)**

6. General Considerations for Sections A-E

In order to be eligible for the supplement the following conditions must be met:

- a. The teacher must teach the applicable subject **at least 50%** of the day.
- b. In order to be eligible for a supplement, a teacher must work a minimum of 80 days.
- c. All supplements will be paid in two payments – one at the close of the first semester and one at the close of the second semester.
- d. A teacher is eligible for only one of the differentiated **subject area** pay supplements per year. **The 5% supplement for the staff at the schools referenced in Section G will be paid in addition to any subject area supplement. (2009)**

NEGOTIATIONS
2009-2010

- e. If the teacher retires or resigns before the close of the school year the supplement will be prorated for days actually worked.
- f. No supplement will be paid for the duration of time the teacher is on unpaid leave. (2008)

Insert the following sections and re-letter all subsequent sections:

7. *For the 2009-2010 school year, the Board agrees to pay new or newly assigned certificated personnel at Napier Elementary, Shwab Elementary, Wharton Elementary, John Early Middle, and McKissack Academy a one-time pay supplement equivalent to 5% of their annual salary. It is further agreed that these schools will be "fresh started" and that all current certificated personnel will be required to reapply for their positions at these schools.*

Only regular, full-time employees of MNPS and qualifying interim employees shall be included in the award program described above. Contracted employees, including re-employed retirees shall not be eligible for the awards described above. For Napier and Shwab elementary schools, no alternatively licensed teacher shall be hired. All teachers working less than full time will receive a pro-rata share for the bonus based upon the number of days or hours worked per week. (2009)

8. *For the 2009-2010 school year, the Board agrees to offer ten (10) days of in-service to the teachers and administrators at Buena Vista Elementary, Cockrill Elementary, Park Avenue Elementary, Bass Middle, and Pearl Cohn High School. This in-service will be offered on days other than regularly scheduled work days and will be developed in accordance with the SIP. Teachers from the above schools will be paid their daily rate of pay for each day of attendance. (2009)*

This in-service will be offered outside the regularly scheduled workdays in half day (3 ¼ hours) or full day (6 ½ hours) sessions. (2009)

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE III, SECTION L: PROFESSIONAL PERSONNEL PROTECTION

(p. 15)

1. Any teacher who has suffered or inflicted any assault in connection with his/her employment while acting within the scope of his/her duties shall immediately make a written report of the circumstances thereof to his/her principal. The principal shall forward a copy of this report to the Assistant Superintendent for Human Resources and to the Association. The Assistant Superintendent for Human Resources shall acknowledge receipt of such report and shall bring the matter to the attention of the Metropolitan Department of Law and seek advice as to what action, if any, should be taken.
2. Said report will be forwarded to the Board through the Assistant Superintendent for Human Resources acting under the direction of the Director of Schools, and, in the event civil or criminal proceedings are brought against the teacher, the Board will comply with any reasonable prior request by the teacher for information in its possession relating to the incident or the persons involved.
3. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment while acting within the scope of his/her duties, such teacher may request, through the Human Resources Department, approved by the Director of Schools, from the Department of Law, any legal advice or special counsel to which such teacher may be entitled under the law or under the Metropolitan Charter, Chapter 8.602, sub-sections A and B. A copy of any request for legal aid will be forwarded to the Association Office.
4. Whenever a teacher is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury caused by an assault occurring within the scope and course of his/her employment, and not the result of his/her own negligence, he/she will be paid his/her full salary, less the amount of any award made for temporary disability due to said injury, No part of such absence will be charged against the teacher's sick leave. Personal insurance money received by the individual teacher shall not be affected under the terms of this Agreement.
5. *Any teacher who is injured by accident or assault must file an injury on duty (IOD) claim. (2009)*
6. Any teacher who is injured by accident or assault arising out of and in the course of his/her employment shall be entitled to emergency treatment at the nearest or most available doctor's office, hospital, or clinic at the expense of the Metropolitan Government. Any further treatment, in addition to emergency treatment herein provided for, shall be furnished the teacher free of charge by doctors, nurses, etc., or by other medical providers contracted with the IOD/Medical plan. *The employee*

NEGOTIATIONS
2009-2010

*will have no out of pocket expenses when using network medical providers.
(2009)*

7. No complaint by a parent or student made against the teacher shall be placed in the teacher's personnel file unless the matter is first reported to the teacher in writing by the administrator handling the complaint.
8. The Board and Administration will continue to support teachers in cases of an assault upon a teacher acting within the scope of Board policy. If prosecution is warranted, the teacher shall be assisted in the prosecution. The determination as to whether prosecution is warranted will be made by the principal after consultation with the Board's legal counsel.
9. The Board agrees to provide a \$50,000 **death benefit** to the named beneficiary or to the estate if no beneficiary be named, of an employee killed in the line of duty by violence directed toward his/her person not stemming from any personal relationship or interaction or any other non-job-related activity. This policy shall be strictly construed. For clarification, accidental deaths, including those due to automobile accidents, are specifically excluded.

Stephen Henry, MNEA Date

June Keel, MNPS Date

NEGOTIATIONS
2009-2010

ARTICLE VII, SECTION C: JOB RELATED INJURY
(p. 28)

1. A teacher who is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury incurred in the scope and course of his/her employment and not the result of his/her own negligence, shall be paid his/her full salary for the period of such absence provided the injury is reported to the principal within twenty-four (24) hours. After a period of eighteen (18) months, the teacher shall be required to apply for a disability pension. (2005)

The principal shall report the injury to the Assistant Superintendent for Human Resources. The total amount so paid shall not exceed the full pay such employee would have received for such period at his/her regular rate of pay. Personal insurance money received by the individual teacher shall not be affected under the terms of this policy.

2. The teacher shall make a written report to the principal describing the circumstances of the injury as soon as possible and no later than ten (10) days after said injury. The principal shall forward a copy of the report to the Assistant Superintendent for Human Resources.
3. The absence shall extend for such time as the teacher is unable to perform his/her duties, but all absences shall be verified by a statement from the attending physician. The Board shall have the right to have the teacher examined by a physician approved by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties. (2004)
4. All absences which extend beyond six (6) days shall be approved by the Assistant Superintendent for Human Resources. (2004)
5. Said absences shall not be charged against a teacher's accumulated sick leave provided the aforementioned conditions of this leave are met.

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE VII, SECTION R: LEAVE WITHOUT PAY

(p. 36)

1. Educational. Certificated employees may request, for a period not to exceed one (1) year, leave without pay for further education and professional development subject to the approval of the Director of Schools. Other full time employment is not permissible under this position.
2. Other. Certificated employees with five (5) years or more of service may apply for a personal leave without pay for one (1) year. Application shall be made before August

The application will be forwarded to the Director of Schools for consideration if the Assistant Superintendent for Human Resources has made a finding that such absence shall not adversely affect the staffing or instructional programs of the school system. This leave shall in no way change a teacher's status for reduction-in-force procedures. *An employee is only entitled to leave under this provision one time in a rolling five (5) year period. (2009)*

In the event of a serious family illness documented by medical records occurs after the school year begins, an employee with five (5) years or more of service may request an unpaid leave. If granted, the leave must be taken for the remainder of the semester. The application for this one semester unit shall be forwarded to the Director of Schools for approval or rejection if the Assistant Superintendent for Human Resources approves the leave

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

**ARTICLE IV, SECTION F: IMPORVED PROCEDURES FOR TEACHING
MATERIALS/EQUIPMENT
(P.21)**

The principal or his/her designee shall provide new staff members information about instructional equipment and its use and shall seek ways to provide all faculty members information relative to the use of new equipment requiring explanation or special training.

All faculty members, including itinerant teachers, should have access to a copying machine. The degree of access shall be determined jointly by the administration and the *Faculty Advisory Committee (FAC)*. (2009)

Subject to the availability of funds, the Board agrees to provide service for all machines used in the instructional operation of the school which were originally purchased by the Board.

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE IV, SECTION G: INSTRUCTIONAL MATERIALS AND SUPPLIES
(p. 21)

The Board will make available to the individual school, an appropriation in the 2316 account based on the enrollment in the individual school. All local funds allocated for instructional materials and supplies (2316) and that portion of special state funds not designated to the individual teacher will be distributed as determined jointly by the administration and the FAC ~~or another committee representative of the faculty~~. Consideration shall be given to the needs of each department, grade level, program, office, etc. Correspondence concerning instructional material and supply funds (2316) and state funds will be distributed to the building principals, FAC Chair and the Association. ~~(1993)~~ The plan for ordering and distributing supplies and materials from the 2316 fund shall be included in the written policies of the local school. **(2009)**

The Board agrees to provide an amount equal to the special state funds to each itinerant teacher, librarian and guidance counselor. Expenditures from the division's fund will be determined jointly by the administration and the FAC ~~or another committee representative of the division~~. Funds will be distributed as described in the above paragraph. ~~(1993)~~ **(2009)**

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

Erick Huth, MNEA

Date

June Keel, MNPS

Date

ARTICLE II, SECTION B: GRADING PROCEDURES
(p.5)

Approved procedures for the evaluation of student progress and the reporting of such shall be made available to principals for distribution to teachers. If the approved procedures provide for optional reporting forms, the local school principal and faculty, working cooperatively with the administration, shall be allowed to select those they find most appropriate.

Teachers shall have the right and responsibility to determine grades and student promotions. An administrative change in a teacher's decision on grade or promotion shall not be made without prior consultation with the teacher. A teacher may request that the decision of the principal or the results of the consultation be reviewed by the appropriate *tier level* administrator.

Grades shall be recorded on official school records including report cards and permanent student records in the manner prescribed by the central administration. Teachers may use percentage and/or letter grades for individual record keeping in grade books. If the teacher's individual method of record keeping varies from the method prescribed for the official recording, an explanation or key shall be filed with the building principal before the first grading period. (2009)

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE IV, SECTION B: FACULTY MEETINGS

(p. 20)

1. By the end of the first week of school, the faculty, in collaboration with the principal and/or department head, shall determine the regular schedule for faculty meetings.

Principals shall use sound professional judgment in scheduling and conducting faculty meetings. Reasonable notice and an agenda shall be provided except in urgent situations

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

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

(b) Faculty meetings shall not exceed two (2) hours during a calendar month.

(c) Meetings held after the end of the student school day shall start within fifteen (15) minutes after the student dismissal time.

(d) No meeting shall exceed one (1) hour in length. If a meeting is to be held for an hour, the principal shall give the faculty a forty-eight (48) hour advance notice.

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

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

(g) No teacher shall be required to attend a vendor presentation not directly related to school matters.

3. Any concerns about the frequency and length of meetings shall be discussed with the FAC and/or the appropriate tier level administrator. (2009)

NEGOTIATIONS
2009-2010

ARTICLE I, SECTION: DEFINITIONS

(p. 1)

1. "Employee" and "Teacher"--The terms "employee" and "teacher" shall be used interchangeably and shall include teachers, assistant principals, principals, supervisors, directors, and all other certificated personnel of the Board, unless otherwise indicated or differentiated in this Agreement. (1997)

2. *"Instructional Leadership Team" (ILT) shall mean the "Leadership Team" as defined by the Tennessee School Improvement Planning Process. However, the ILT shall include one member elected by the Faculty Advisory Committee from its membership.*

Stephen Henry, MNEA Date

June Keel, MNPS Date

NEGOTIATIONS
2009-2010

ARTICLE IV, SECTION A: PLANNING TIME FOR TEACHERS
(p. 20)

The Board and Association agree that there should be greater utilization of the local school staff and more flexible scheduling which would enable individual school administrators to provide planning time and duty-free lunch periods for teachers because of the importance of planning in promoting effective teaching.

1. All teachers shall have a daily planning period which shall be free of student responsibilities except for emergencies. This duty free period shall be used for the purpose of *collaboration*, preparation, grading papers, contacting parents, or other items connected with professional duties *as determined by the teacher*. No more than one planning period per week shall be required for activities other than those listed above.

An elementary planning shall be a minimum of 60 minutes. (2009)

2. Any teacher covering a class because the system is unable to provide a substitute for another teacher shall be paid the highest substitute rate available, exclusive of the substitute bonus. Such additional compensation shall be prorated for the time period or percentage of the class that each teacher covers. When a class is split among several teachers, the substitute rate will be divided evenly among all teachers receiving students. (2003)
3. Starting with 2005-2006 school year, the Board will provide one (1) Code 10 Leave Day per semester to each special teacher who has an active Individualized Education Program (IEP) caseload. Each Code 10 day shall be used for the purpose of preparing and implementing IEP's. (2005)

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE VIII, SECTION I: SALARY SUPPLEMENTS
(p.44)

Effective July 1, 2010 the Board of Education agrees to pay the following salary supplements:

1. *1 ½% stipend for Elementary Yearbook sponsors*
2. *Raising the Middle School Athletic Business Manager Supplement to:*
 - 4% in schools with football*
 - 2% in schools with no football program*

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE III, SECTION A: SUMMER PAY

(p. 11)

Effective May 15, 2010 the rate of pay for summer school assignments shall be \$25 per hour.

<u>Stephen Henry, MNEA</u>	<u>Date</u>	<u>June Keel, MNPS</u>	<u>Date</u>
----------------------------	-------------	------------------------	-------------

NEGOTIATIONS
2009-2010

ARTICLE VII, SECTION S: EXECEPTION PAY

(p. 46) new section

The exception rate of pay shall be \$25 per hour and shall apply to teachers working beyond the regular work day during the academic calendar year for specified and approved activities which help support school improvement plans and for all summer school assignments.

Teachers participating in grants may receive additional pay pro rated at their daily rate in accordance with the grant award.

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE VII, SECTION T: STIPEND PAY
(p. 46) new section

One hundred dollars (\$100) per day or fifty dollars (\$50) per half day will be paid for planning and preparation to non-coaching teachers conducting workshops during the school day if the workshop is specified and approved in the school improvement plan.

Comment [EH1]: "\$100" was missing and we agreed to drop the "of the \$200 " reference.

Comment [EH2]: hyphenation

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE VIII, SECTION D: TERMINAL PAY AT RETIREMENT

(p. 38)

1. Certificated employees who die while in service or retire under any of the Board-approved retirement plans shall be paid for accrued sick leave at the rate of fifty dollars (\$50) per day for the number of days for which they qualify under the following schedule:

Years of Service in the MNPS	Percent of Accrued Days to be Paid
20 years or more or age 60	100%
19 years or age 59	75%
18 years or age 58	65%
17 years or age 57	55%
16 years or age 56	45%
15 years or age 55	35%

2. For employees, hired after July 1, 2007, the following provision applies for days earned outside of MNPS. Sick Leave days used as an MNPS employee shall be used on a first-in-first-out basis (i.e., days brought to MNPS shall be used before earned in MNPS).
3. Certificated employees who die while in service or retire under any of the Board-approved retirement plans shall be paid for accrued sick leave at the rate of thirty (\$30) per day for the remaining number of days brought from another system. ***These days will not be prorated based on years of service or age.*** In order to be paid for sick leave earned outside of MNPS, a teacher must have been employed by MNPS a minimum of five (5) years.
4. ***Certificated employees who notify the Human Resources Department no later than January 15 of their plans to retire upon the completion of their current fiscal year assignment, will receive payment for sick leave at the rate of fifty dollars (\$50) per day for the first 50 days accrued, seventy-five dollars (\$75) per day for days 51-100, and one hundred dollars (\$100) per day for accrued days beyond 100. This payment is subject to the years of service and percentages listed on the schedule above. Sick days brought in from another system will count towards toward accrued time. However, only days earned while in the service of MNPS will be paid at a rate higher than thirty (\$30) per day.***

NEGOTIATIONS
2009-2010

5. Eligibility for employees who die while in service shall have local experience calculated as follows:
 - a. Not more than ten (10) months of experience may be counted during any one fiscal year.
 - b. The total number of months computed shall then be divided by ten (10). Should there remain a fraction of five (5) or more months (100 days), such fraction shall be counted as a full year's teaching experience.
 - c. The rate and number of days for which they qualify shall be determined in accordance with the language above.
6. Teachers who notify the Human Resources Department no later than March 15 of their plans to retire upon the completion of their current fiscal year assignment shall receive a five-hundred-dollar (\$500) **early notification incentive. (2009)**

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE III, SECTION D TEACHER INITIATED TRANSFERS:
(p. 13)

4. Teachers who desire a transfer shall *complete the appropriate on-line forms as published by the Human Resources Department and submit them electronically by the last teacher workday of the school year.* Transfer requests may include, but not be limited to, the posted vacancies. (2009)

Stephen Henry, MNEA

Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE III, SECTION V: USE OF STOCKPILED DAYS

Revisions to V: (p. 19)

Replace all existing provisions (Article III, Section V, W, and X and Appendix F) with the following revised Section V:

The Board and the Association agree to utilize eight (8) of the thirteen (13) stockpiled days [TCA 49-6-3004 (e)] (1) as follows:

1. Three (3) days shall be planning/records days to be placed at the end of the first three quarters of the school year.
2. Four (4) days shall be used for professional development.
3. One (1) shall be used for exams at the high school level.

The use of this professional development time shall be determined by the principal in consultation with *the Instructional Leadership Team*. Two (2) of the professional development days shall be designated for flexed professional development opportunities. Starting in the 2010-2011 school year, teachers and faculties will be able to select appropriate professional development opportunities for the two flexed days based on personal needs, professional growth plans, and the school improvement plan (SIP).

Planning/Records Days: The school improvement planning process shall determine the activities on planning/records days. *Teachers shall have at least half of each planning/record day for the purpose of recording grades.*

Activities: Acceptable activities on these days may include but are not limited to:

- Grading and recording**
- IEP-teams, S-teams, parent conferences
- Faculty planning in small groups, such as:
 - o Grade or subject area teams, within and across schools
 - o School improvement planning
 - o SACS accreditation
 - o Assessment

(2009)

NEGOTIATIONS
2009-2010

Stephen Henry, MNEA Date

June Keel, MNPS

Date

ARTICLE VIII, SECTION B: ADMINISTRATIVE SALARIES
(p. 37)

The index for principals and assistant principals' salaries will be determined by the tier level. The Administrative Pay Scale will be published with the Teacher Salary Schedule in the Educational Agreement. *Administrators hired into MNPS with verified experience in other school systems will receive year for year credit for equivalent service to determine salary.* A list of Administrators' placement on the salary schedule (including grade, step and annual salaries) shall be provided to the Association upon request. The Board agrees to work closely with the Association president to resolve all identified administrative salary overpayments. (2009)

ADMINISTRATIVE SLOTTING PROCEDURE

**For the purpose of this section, the term "Director" shall include "Executive Director."(2009)*

<u>Position Change</u>	<u>Salary Change</u>
Principal to Director	Slotted + 1
Principal to Principal	Lateral
Principal to Asst. Principal	Lateral
Principal to Coordinator	Lateral
Asst. Principal to Director	Slotted + 1
Asst. Principal to Principal	Slotted + 1
Asst. Principal to Asst. Principal	Lateral
Asst. Principal to Coordinator	Lateral
Director to Director	Lateral
Director to Principal	Lateral
Director to Asst. Principal	Lateral
Director to Coordinator	Lateral
Coordinator to Director	Slotted + 1
Coordinator to Principal	Lateral
Coordinator to Asst. Principal	Lateral
Coordinator to Coordinator	Lateral

Stephen Henry, MNEA Date

June Keel, MNPS

Date

NEGOTIATIONS
2009-2010

ARTICLE X, SECTION C: FACULTY ADVISORY COMMITTEE
(p. 52)

Establishment. A Faculty Advisory Committee shall be established in each school through the mutual cooperation of the faculty and the principal.

Purpose. The basic purpose of the Faculty Advisory Committee is to establish and maintain positive relationships and communications among the faculty and staff. The committee shall also serve as the vehicle by which proposed changes in existing policies and practices, including curriculum changes for each school, may be considered. These changes may be subject to discussion at any meeting between the FAC and the principal.

Composition. In schools having ten (10) or fewer teachers, the committee shall consist of the faculty; schools with eleven (11) to fifty (50) faculty members shall have a committee of not less than six (6) members; if more than fifty (50) faculty members are in a school, the committee shall consist of not less than seven (7) members.

All faculty members within the school are eligible to vote for and hold membership on the committee.

The elementary school committee shall have at least one (1) member from each of the primary, intermediate, upper and specialized teaching areas. The ballot shall be constructed to achieve the above representation.

There shall be no more than two (2) members from any one (1) secondary school department as members of the committee.

Election and Term. A three (3) member nominating committee shall convene for the purpose of nominating prospective members for the FAC. *The Nominating Committee shall consist of a representative appointed by the principal, a representative appointed by the Association Representative, and a representative appointed by previous year's FAC chair.* The Nominating Committee shall propose a slate of nominees containing the number of positions available, plus three (3). (2009)

The Nominating Committee shall report at a meeting called jointly by the principal and the Association Representative. At that meeting, additional nominations shall be allowed from the floor. Members of the Nominating Committee shall be eligible for election to the FAC.

Voting shall be by secret ballot within the next three (3) days. Ballots shall be returned to and tabulated by the Nominating Committee.

NEGOTIATIONS
2009-2010

The committee shall have been elected by September 15 and will organize by October 1 of the school year. At the first meeting, a chairperson, vice-chairperson, and a secretary shall be elected.

Vacancies. Any vacancy that occurs during the school year shall be filled by a special election in accordance with the election requirements defined here in.

Meetings. The committee shall meet when it is deemed necessary by the chairperson or by a majority of the committee members or by a request of 20% of the faculty. The chairperson of the committee shall set the agendas based on suggestions from the faculty, principal and other committee members. Accurate minutes of the meetings including recommendations shall be kept by the secretary and copies issued to the faculty within three (3) days after the meeting.

Involvement of Other Personnel. Officers or staff of the Association and administrative or supervisory personnel may be invited to attend meetings at the principal's or committee's request. Each party shall inform the other in advance when outside personnel have been invited.

Stephen Henry, MNEA **Date**

June Keel, MNPS **Date**