

Article I

RECOGNITION

The Board hereby recognizes the Knox County Education Association, an affiliate of the Tennessee Education Association and the National Education Association, as the exclusive representative for the purpose of collective negotiations for all professional employees of the Board as defined in the Education Professional Negotiations Act of 1978, T.C.A. 49-5-606 and 49-5-608.

Article II

DEFINITIONS

1. "Association" shall mean the Knox County Education Association or its duly authorized representatives or agents.
2. "Board" shall mean the Board of Education of the Knox County School System or its duly authorized representatives.
3. "Employee" shall mean any person included in the negotiation unit. Whenever the singular is used in this Agreement it is to include the plural; and references to males will include females.
4. "Teacher" shall mean any employee who provides professional services for students, but excluding any employee serving in an administrative position as defined in Part 5 of this Article. "Teacher" shall include multiple career path designations such as "master" or "mentor" or "career".
5. "Administrator" shall mean any person serving in an administrative or supervisory position with the title and responsibilities of superintendent, assistant superintendent, administrative assistant, business manager, director, coordinator, supervisor, specialist, principal, or assistant principal. The new position of "TAP Director" is an administrative position.
6. "Day" shall mean calendar day.
7. "Interview" shall consist of, but not be limited to, personal, phone, or questionnaire – oral or written.

8. "Special Area Program Employees" shall mean employees with assignments in Title I, pupil personnel services, special education, itinerant/traveling programs and employees who have regular assignments to more than one building. These employees are assigned to the appropriate department, not to an individual building.
9. "Professional Conference" shall be defined as a meeting between an administrator and teacher during which the teacher's performance relating to the performance standards, expectations of employment or professional activities are discussed. The meetings may be to commend or to censure.
10. "TAP" shall refer to the Teacher Advancement Program, information and technical support services, training and certification services, program review components, evaluation, and applicable program management and oversight components.
11. "TAP Member School" shall refer to any school beginning implementation of "multiple career paths", "ongoing applied "professional growth", "instructionally focused accountability", and "performance-based compensation". Implementation shall require an approval of 75% of Faculty voting in favor of the implementation. The faculty vote shall be taken by KCEA and certified for accuracy by the KCEA.
12. "TAP Developing/Progressing School" shall refer to any school cycle and receiving a strong program beginning at the end of the second year of TAP implementation. If a

school has received a strong Program Review and successfully completed its first performance awards cycle, it can be designated a TAP Developing/Progressing School.

13. "TAP Certified School" occurs during the third year of implementation. At this stage, a school that has fully and successfully implemented all TAP elements, received two "proficient" Program Reviews.
14. "TAP Leadership Team" consists of the principal, master and mentor teacher.
15. "MOU" shall refer to a signed Memorandum of Understanding between the Board and the National Institute for Excellent in Teaching (TAP sponsoring organization). The "MOU" shall not contain agreements or responsibilities contrary to this Memorandum of Agreement. A copy of the signed "MOU" will be sent to KCEA.
16. "Project GRAD (Graduation Really Achieves Dreams)" is a comprehensive strategy for improving the success of large numbers of students in urban school systems.

Article III

ASSOCIATION RIGHTS

A. Use of Facilities

The Association shall be allowed reasonable use of school facilities and equipment for association business, subject to regulations established by the Board for non-profit and/or other education related organizations. Association meetings shall not occur during the normal work day of employees, nor at other times which conflict with school activities as determined by the building administrator. Any damage costs incurred because of the use of school facilities and equipment for association business shall be paid by the Association. The Association shall be responsible for the purchase of all necessary materials and supplies.

B. Communications

Individually addressed association communications may be sent through the regular inter-school mail delivery system to association members. Bulk mail, limited to sizes and quantity approved by the superintendent or his designee, addressed to the association faculty representatives, and intended for bargaining unit members only, may also be sent through inter-school mail delivery. Publications which are to be sent through the inter-school delivery system shall not contain association views concerning contract negotiations or politics.

Any additional communications must be delivered by the association by other means to the association faculty representative. The faculty representative will assume the

responsibility for distribution to members or their employee mailboxes at a time approved by the building administrator, normally before or after the employee work day.

The Association shall not hold the Board responsible for occasional loss or delay in the delivery of any communications through any inter-school delivery system. The Association and the Board agree that students shall not be used to convey association or board views, nor will they be involved in matters relating to teacher-administrator or board-employee relationships.

The Board agrees that bargaining unit members in a building may be contacted by local association staff and association designated bargaining unit members not assigned to that building for the purpose of conducting official association business. Such contact shall be limited to employee non-assigned time before and after the employee work day and during duty-free lunch periods, shall be with the knowledge and concurrence of the building administrator, and shall not interfere with normal operation of the school as determined by the building administrator. Any deviation from these conditions will require prior approval of the superintendent or his designee.

C. Telephone

The President of the Association shall have, upon request, a telephone installed in an appropriate location as determined by the president and the building administrator.

Expenses incurred shall be paid by the Association.

D. Board Agenda

The Board shall place the President of the Association, or his designee, on the agenda for each regular or special Board meeting, provided that a written proposal stating the topic to be discussed is submitted to the superintendent at least five (5) days prior to the meeting. The specific subjects of bargaining that are currently being addressed at the bargaining table or topics included in the current agreement will not be discussed by the President of the Association, or his designee, at the Board meetings.

Five (5) days before the Board meeting, the Association President shall be notified that a copy of the complete proposed Board agenda package is available for the Association. All additional public information to be added to the agenda package shall be made available to the president at the same time it is provided to the board members.

E. Policy Manual

Complete and up-to-date copies of the Board operating policy manual shall be made accessible to employees. An up-to-date copy shall be available on the system's website; and each school shall receive two (2) copies: one for the media center and one for the school office. It shall be the responsibility of the principal to ensure that manuals are updated and policy is current.

The Association shall be provided a copy for the Association president and for each building representative. The Association will ensure that these copies are updated and policy is current.

Nothing in this Article shall prevent the Knox County Education Association or the Knox County Board of Education from making, at their own expense, other copies of the document.

F. TAP Information Sharing

The Knox County Board of Education and central office administrators, including any TAP Director, shall share all information concerning TAP, its components, funding sources and budget information with the KCEA. The Board recognizes that the implementation of the program will require monitoring and that the KCEA is a full partner in the implementation and future operation of the program. All information shall be supplied directly to the President of the KCEA.

The above provisions shall constitute a notice to every member of the bargaining unit of the contents thereof.

Article IV MANAGEMENT RIGHTS

The Association recognizes that the Board and the Superintendent of Schools, as appropriate, have the statutory duty, responsibility and authority in accordance with applicable law and regulations to manage and control all public schools established or that may be established under their jurisdiction; to hire, transfer, reassign, layoff, promote, dismiss, or demote employees and to determine their qualifications therewith and the conditions for their continued employment; to exercise executive, management, and administrative control and authority of the school system properties, facilities, students, and personnel; to establish, change, or modify methods, curriculum, schedules, techniques, machines, extra-curricular activities, processes, means, and ends; to formulate the duties, responsibilities, evaluation, and assignment of employees; to increase, decrease, or discontinue operations, programs, or facilities in whole or in part; to contract, sub-contract, transfer, lease, assign, or convey services performed by employees in the bargaining unit, in whole or in part; to establish, change, modify, and enforce school regulations and board policies; provided that no action of the Board or the Superintendent be inconsistent with the provisions of this Memorandum of Agreement. Provided further, that all rights and powers possessed by the Board or the Superintendent prior to execution of this Agreement and not specifically waived herein shall be retained solely and exclusively by the Board and the Superintendent. "Management and control" shall mean that the Knox County Board of Education shall not relinquish final decision-making to any third party, such as the Foundation. The Board shall not allow the Foundation or the TAP Director authority

to make unilateral decisions regarding staffing, evaluations, transfers, or assignments, or on-site decisions affecting the day-to-day operation of any school.

Article V

WORK STOPPAGE

The Association agrees that it will not cause or engage in work slowdown, work by rule, work actions, strike, or other stoppage of, or interference with the operation of the public school system. The Board agrees that it will not cause or engage in any lockout for the duration of this Agreement.

In the event of such slowdown, work by rule, work actions, strike, or other stoppage of, or interference with the operation of the public school system caused or engaged in by the Association or agents of the Association, this Agreement shall be null and void and the Board may avail itself of any remedies available under the law. The Board will consider such actions taken by any member(s) of the Association or bargaining unit to be an act of insubordination and may subject the individual(s) to dismissal proceedings.

Article VI GRIEVANCE PROCEDURE

A. Definitions

1. "Grievance" shall mean an allegation by an employee or the Association that there has been a violation of the terms of this Agreement.
2. "Grievant" shall be any employee against whom the alleged violation has occurred, or a representative of the Association for association grievances.
3. "Immediate supervisor" shall mean the principal or, in the case of one not under the authority of a principal, the grievant's supervisor.

B. General Provisions

1. The filing and processing of all grievances must adhere to the sequential order prescribed by this article, and no steps may be omitted or circumvented.
2. Time is of the essence, and if a grievance is not filed or appealed within the designated time limit, the grievance shall be waived. If, on the other hand, no disposition is made by the Board within the designated time limit for any step, such action shall constitute a denial of the grievance and the grievance may proceed on appeal to the next step.
3. The counting of days for the informal procedure shall

begin on the day following the date on which the grievant knew, or should have known, of the incident giving rise to the grievance. For each subsequent step, the time period shall begin on the day following the receipt of the grievance notice by the party required to take action. The last day of the computed time period shall be counted, unless it is a Saturday, a Sunday, a school holiday, or a legal holiday, in which case, the period runs until the end of the next day which is not a Saturday, a Sunday, a school holiday, or a legal holiday.

4. The filing or service of any notice or document herein shall be timely if it is personally served or is mailed by certified mail bearing a postmark of the United States Postal Service within the time period.
5. By mutual agreement of the grievant and the superintendent's designee, time limits may be extended.
6. If at any point during the processing of a grievance the grievant elects to pursue judicial relief, he shall waive the right to further pursue said grievance; and any action previously taken shall be null and void.
7. The grievant may withdraw the grievance at any step.
8. All grievance hearings shall begin at 4:30 p.m. unless another time is mutually agreed upon by both parties.
9. Grievances shall be filed on the standardized Grievance Form as included in Appendix A.
10. The grievant or the Association on behalf of the grievant must obtain a grievance file number from the

superintendent's designee and enter the number on the form prior to filing the grievance.

11. An Association representative shall be permitted to accompany and advise the grievant at the informal and the formal steps of the grievance process. The grievant shall not be required to discuss the grievance in the absence of an association representative.
12. In the case of any grievance filed on behalf of the Association, the processing of such grievance shall begin with Step II and shall be limited to matters of association rights specifically granted in this agreement.

C. Informal Procedure

If an employee feels he has a grievance, he shall first discuss the matter in good faith with his immediate supervisor in an effort to resolve the grievance informally. The time limit for filing a grievance is twenty (20) days. In this informal meeting, the grievant orally shall advise the person that he is giving notice of a grievance, shall cite the particular section(s) of the agreement which allegedly was/were violated, and shall state the relief sought. However, these statements shall not restrict the grievant in any way should he choose to proceed to formal Step I.

The immediate supervisor shall have ten (10) days after the informal meeting to respond orally to the grievant. No action taken at this level by either party shall be deemed to establish past practice, custom, precedent, or usage as to any other circumstance or occurrences in the past, present, or future.

D. Formal Procedure

Step I. If the informal action does not resolve the problem satisfactorily, the grievant shall have the right to lodge a written grievance with his immediate supervisor within ten (10) days following the response of the immediate supervisor in the informal action.

The written grievance shall contain a full and complete statement of facts upon which the grievance is based, a reference to the specific section(s) of the negotiated agreement which was/were allegedly violated, and shall state the relief sought.

Upon receipt of the grievance, the immediate supervisor shall within ten (10) days give his written decision to the grievant and the Association. If it is not within the authority of the immediate supervisor to resolve the grievance, he shall sign the form and return it to the grievant, which may proceed to Step II.

Step II. If the grievance is not settled in Step I, the grievant shall have ten (10) days following the receipt of the Step I decision to appeal to the superintendent's designee. Upon receipt of the appeal, the superintendent's designee shall within ten (10) days hear the grievance. Within ten (10) days of said hearing, the superintendent's designee shall give his written decision to the grievant and the Association.

Step III. If a satisfactory settlement is not reached in Step II, the Association, upon written request of the grievant, may submit the grievance to arbitration by submitting to the director's designee a "Joint Request" form for a list of seven

arbitrators to be supplied by the Federal Mediation and Conciliation Service. This request by the association president to the superintendent's designee for arbitration must be submitted within twenty (20) days after the response at Step II. Within twenty (20) days of the receipt of the list of arbitrators, an Association representative and the superintendent's designee shall meet to select an arbitrator to hear the grievance. Selection from a list shall be made by each party alternately crossing out a name until only one name remains. The moving party shall strike the first name. Each party has the right to reject one entire panel.

The arbitrator shall be limited in making the determination as follows: (a) the arbitrator shall have no power or authority to add to, subtract from, change, modify, or alter in any way provisions of this agreement or to impose on any party hereto a limitation or obligation not explicitly provided for in the Agreement; and (b) the arbitrator shall have no power to change any practice, policy, or rule of the Board, nor substitute arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, or rule except as it pertains to this agreement. The decision of the arbitrator shall prevail unless the Board, within thirty (30) days, meets and overrules the arbitrator.

The fees and expenses of the arbitrator, transcripts, and hearing room shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other. The TAP Foundation shall not be recognized as a party to any arbitration. Disputes at TAP Developing/Progressing Schools TAP Member Schools, or TAP Certified Schools shall for all purposes be disputes with the Board.

ARTICLE VII
PROFESSIONAL ADVISORY COUNCIL
AND SCHOOL ADVISORY COUNCILS

A. Composition

1. The Professional Advisory Council shall be composed of a number of employees equally appointed by the superintendent and the Association president with system-wide responsibilities appointed by the director. Council members shall serve without additional pay or benefits.
2. The Individual School Advisory Councils shall be composed of the principal and at least three (3) employees elected by the faculty in the spring of each year except that, by majority vote, the faculty may form the Individual School Advisory Council as a committee of the whole. Council members shall serve without additional pay or benefits.

B. Responsibilities

1. The responsibilities of the Professional Advisory Council shall be limited to advising the superintendent and Board on the development of the school calendar, the development of the system-wide inservice plans, the development of the agendas for staff development days, the revision of local employee evaluation procedures, the development of procedures for utilization of employees in optional assignments, proposed changes in system-wide discipline policies,

the development of teacher incentive programs, and other matters deemed appropriate by mutual agreement of the superintendent and the president of the Association or by a majority vote of the members of the Professional Advisory Council with approval of the chairperson. All matters related to the administration of the agreement or matters presently the subject of negotiations shall be specifically excluded from consideration by the Council.

2. The Individual School Advisory Councils shall develop written proposals that will advise the principal and the Professional Advisory Council on matters such as inservice plans, the development of agendas for staff development days, local employee evaluation procedures, the use of employees in optional assignments, discipline policies, development of teacher incentive programs, allocations of unrestricted resources and other matters deemed appropriate by the principal or chairperson. In addition, these councils may establish other committees as needed with the approval of the principal.

C. Ad Hoc Committee

Upon approval of the director, the Professional Advisory Council may establish ad hoc committees to provide expertise and recommendations to the Council regarding special problems or specific proposals. The composition of the ad hoc committees shall be equally divided between board appointed and association appointed members. These committees will be considered dissolved at the conclusion of their assigned tasks.

D. Procedure

1. It shall be the responsibility of the Professional Advisory Council chairperson to set dates, establish agendas, and conduct meetings of the Council. The Council shall meet no less than two times each semester of the school year. All meetings of the Council and its ad hoc committees shall begin at 4:30 p.m. unless another time is mutually agreed upon by the chairperson and the superintendent. The Professional Advisory Council shall establish its own rules of procedure. The Board shall be obligated for expenses incurred by the Council or its ad hoc committees when approved in advance by the superintendent.
2. Individual School Advisory Councils shall meet no less than two (2) times each semester. Meetings of the Individual School Advisory Councils shall not be scheduled during the regular school day or on any reserved day of the school calendar. A copy of the agenda and minutes of each Individual School Advisory Council meeting shall be sent to the chairperson of the Professional Advisory Council and made available to the members of the Professional Advisory Council. Each Individual School Advisory Council shall establish its own rules of procedure.

E. Transmittal of Recommendations

Recommendations of the Professional Advisory Council shall be submitted in writing to the superintendent. The Board's action or lack thereof, on any recommendation of the Council shall not be used as a basis for a grievance.

ARTICLE VIII NONDISCRIMINATION

- A. The Board and the Association agree not to discriminate in respect to hours, wages, job assignments, promotions, transfers, other conditions of employment or in the implementation of any part of this Agreement against any employee covered by this Agreement, or because of marital status, domicile, sex, race, creed, age, color, religion, disability, political affiliation, national origin. The Board shall not discriminate with respect to an employee's status as "Highly Qualified;" however all federal and state regulations and laws shall be enforced as they apply to a teacher's "Highly Qualified" status. Further, there shall be no discrimination because of an employee's membership in the Association and its affiliates, his or her participation in Association, TAP, or Project GRAD activities, collective bargaining, or his or her initiation of, or participation in any grievance proceedings under this Agreement or legal action.
- B. As the Board and the Association recognize that perceived discrimination is harmful to morale and may cause discord in individual schools, the Board and the Association agree that it shall be a goal and objective to develop and implement positive programs and training for administrators and teachers designed to increase sensitivity issues to discrimination issues. Included will be a committee

between the Board and KCEA aimed at implementing an internal school system complaint procedure to address and resolve perceived discrimination issues.

ARTICLE IX PROTECTION OF EMPLOYEES

A. Legal Action Against an Employee

Whenever any legal action is brought against an employee arising out of, or in the course of, the performance of the employee's assigned duties, the Board shall request its legal advisor to consult with the employee concerning his defense. This will not obligate the Board to any provision of defense for the employee.

B. Assault on an Employee

Whenever any legal action is brought against an employee as a result of the employee's reasonable response in self-defense to an unprovoked assault arising out of, and in the course of, the performance of the employee's assigned duties, the Board shall give full legal assistance.

The provisions of this section shall be dependent upon the employee reporting, as soon as practical, to his immediate supervisor concerning all aspects of the event.

C. Safety Provisions

The Board recognizes a mutuality of responsibility between itself and its employees to provide a work environment that is free of unsafe or hazardous conditions. The Board agrees to maintain safe and sanitary conditions in accordance with applicable federal, state and local laws and regulations in all work areas. It shall be the responsibility of each employee to

perform assigned duties in a manner that is safe and non-hazardous and to report to the superintendent or his designee, on forms provided by the Board and transmitted through the immediate supervisor, any misuse of school property or repairs needed to such property or any imminent hazardous conditions.

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

D. Professional Communication

1. A written record of administrator-teacher professional communication shall be maintained in order to provide documentation and to ensure that communications between the parties are open and clear. The teacher shall receive a copy of the written documentation.

2. Definition

For this purpose, “professional communication” is defined as a meeting between an administrator and teacher during which the teacher’s performance relating to the performance standards, expectations of employment or professional activities are discussed. The meeting may be to commend or to censure.

ARTICLE X

INSERVICE EDUCATION/PROFESSIONAL GROWTH

The Professional Advisory Council shall advise the superintendent and Board on the development of system-wide inservice plans in accordance with the requirements of Tennessee's "Guidelines for Planning Approvable Inservice Education Activities."

A copy of the system inservice plan shall be provided to the Association president at the time of submission to the State Commissioner of Education. Copies of any changes or modifications to this plan shall also be provided to the Association president at the time they are submitted to the Commissioner.

TAP schools will require cluster group (grade-alike or subject-alike) professional growth activities blocks of 30 or more minutes per week. Principals, master and mentor teachers shall expect to be fully trained and certified in the TAP processes. Principals must participate in the TAP Summer Institute. District personnel participating in evaluations must be certified in the TAP evaluation process.

ARTICLE XI

WORKING HOURS

A. Working Days

1. Except for times when the needs of the system or requirements of the job dictate, the normal length of the employees' work day shall be seven hours and forty-five minutes for teachers and eight hours for administrators. Employees shall be at their place of assignment at times designated by their principals or immediate supervisors.
2. All teachers shall have a duty-free lunch period of the same length as the student lunch period.
3. Planning time will be provided for teachers whenever possible, as determined by the principal.
4. TAP schools shall be flexible, but all school schedules shall be communicated in advance with the president of the Association as such changes may affect and require possible adjustment of salaries, stipends or other compensation.

B. Meetings

Employees shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Faculty meetings scheduled by the principal for the efficient operation of the school shall begin

no later than fifteen minutes after the close of the students' school day and shall last no longer than one hour except in cases of emergency as determined by the principal. Notice shall be given to involved employees at least one day prior to the meeting, except in cases of emergency. Association business shall not be a part of the faculty meeting but may be conducted following the close of the faculty meeting. Employees not wishing to remain for the Association business session shall not be required to remain. Other meetings scheduled for inservice training or professional growth shall not be subject to faculty meeting time regulations.

C. Administrative Prerogative

Any immediate supervisor shall have the right to extend to employees under his supervision courtesies and special privileges and/or dispensations so long as all members of his staff are treated equitably. Such courtesies and special privileges must be approved by the immediate supervisor or his designee prior to being taken. If a supervisor determines that an individual has abused a grant of special privilege, the supervisor may decline to extend further courtesies and special privileges. Complaints relating to this section are not grievable.

D. TAP Leadership Teams

During the first year of implementation these meetings shall occur weekly at each school. Duties include analyzing

student data, reviewing group and individual growth plans, and conducting instructionally focused-observations and conferences with teachers.

ARTICLE XII TEACHING FACILITIES

The Board shall strive to make available in each school, as funds and space permit: a work area for teachers; restroom and lavatory facilities exclusively for teacher use; space and facilities for teachers to conduct their business and store necessary equipment, supplies, and personal belongings; an appropriate area and other facilities for employees who work in more than one building; and a faculty lounge. As new buildings are planned, consideration shall be given to providing these facilities in the initial construction.

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.

ARTICLE XIII

STUDENT DISCIPLINE PROCEDURES

A. Board Support and Assistance

The Association recognizes that the Board has the sole authority to adopt policies describing student discipline procedures for the Knox County Schools, including, but not limited to, corporal punishment, classroom control, suspension, expulsion, and assault on employees.

B. Discipline Management

1. A teacher may refer a student to the principal when the student's continued presence in class is disruptive to the learning process. The teacher shall document the particulars of the incident on the form provided by the principal. The principal shall make a copy of the completed discipline report available to the teacher.
2. The Board shall strive to make available, as funds and space permit, teaching assistants whose responsibilities shall include the supervision of students in a disciplinary area. The determination of need in each school shall be the sole responsibility of the Board.

C. Discipline Procedure Development

Each school faculty, through its Individual School Advisory Council, shall formulate recommendations for the uniform and fair application of system-wide discipline policies at the local school level. Individual School Advisory Councils may submit recommendations for proposed discipline policy

changes for consideration by the Professional Advisory Council.

ARTICLE XIV PERSONNEL FILES

A. Contents

1. The Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents received prior to the employee's initial employment, as allowed by law.
2. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in an employee's personnel file.
3. No anonymous material shall be maintained in an employee's personnel file.
4. The employee's file shall include, but not be limited to, all dated evaluations and records of employment.

B. Maintenance

1. The school system shall maintain the employee's personnel files at the system's central office.
2. An employee shall be provided a copy of negative or derogatory material that is placed in his personnel file prior to the time it is placed in the file. Except in the case of pre-employment documents or dated evaluations, the employee shall have the right to meet with the Executive Director of Human Resources or his designee prior to the material being placed in the file. He shall also have the

right to prepare a written response to the material, which shall be attached to the material and become a part of the file.

3. The Board shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such a log shall be available for examination by the employee.
4. In the event that the Board removes any material from an employee's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.

C. Access to Files

1. An employee shall have the right, upon request to the Human Resources Office, to review the contents of his personnel file and to receive copies of any documents contained therein. This right shall not apply to documents referred to in Paragraph A.1 of this Article.
2. The superintendent, board members, need-to-know central office staff, the employee's principal or prospective principal, and/or supervisor or prospective supervisor may view a personnel file without the employee being present. Persons presenting a subpoena, a lawful order of a court of competent jurisdiction, or other lawful order issued in accordance with the provisions of Tennessee Code Annotated, Title 10, Chapter 7, may view a personnel file without the employee being present. The employee will be advised if anyone else requests to view his file.

D. Use of Files

The Board shall not base any adverse action against an employee upon materials which are contained in such employee's personnel file unless the materials have been placed in the file in accordance with Paragraph B.2 of this Article.

ARTICLE XV JOB FITNESS

A. Equal Employment Opportunity

The Knox County Board of Education is an equal opportunity employer.

B. Evaluation

The Board may require of an individual employee, for the purpose of determining job fitness, a complete evaluation by a physician mutually agreed to by the Executive Director of Human Resources and the employee. Failing to reach mutual agreement on a physician within five (5) working days from receipt of written notification, the employee shall select a physician from the board-approved physician panel. Any such panel shall include not fewer than ten (10) physicians. Such evaluation shall be at the Board's expense.

C. TAP Evaluation Rubric

1. Each TAP faculty shall receive by written communication the details of the Teacher Instructionally Focused Accountability (TIFA) system, including (a) planning standards and scoring rubrics, (b) teaching standards and scoring rubrics, (c) requirements and scoring rubrics for teacher portfolio, (d) criteria for achievement gains attributable to teacher and whole school, and (e) all policies governing TIFA and the performance based

compensation system. TAP evaluators shall be certified. A list of currently certified evaluators shall be posted in each school. The Association president shall be provided a copy of the posting.

Teachers in TAP schools shall participate in up to six (6) formal evaluations each year after the first year of TAP implementation. Each school shall use the TAP CODE Management System to record, monitor and analyze the results of TAP evaluations done with each teacher. Each teacher shall receive written feedback of their evaluations.

2. Principals

As part of the evaluation process the TAP Foundation shall assess a TAP principal's proficiency in four leadership areas and provide feedback to the superintendent or his designee and the principal. This process of assessment shall be incorporated in any employment contract between the superintendent and an individual principal pursuant to Section 49-2-30 (a) (1). Nonrenewal of a principal's contract shall remain the sole responsibility of the superintendent.

3. Evaluation Appeals

Site-based appeals shall be exhausted prior to any additional appeal. After the principal's determination has been issued in writing, the teacher may appeal to the District Appeal Committee composed of one master teacher from the TAP School, the Executive Director of Human Resources, a designated member of the Association, and two additional professional employees (one administrator, and one teacher who may or may not

be a TAP participant). The Committee shall establish rules for review and provide the teacher an opportunity to appear and explain the teacher's disagreement with the evaluation. If the resolution of the appeal is unsatisfactory the teacher may appeal to the superintendent who shall have the final say on the TAP teacher score.

Teachers earning a score of below "2" in the evaluation criteria areas of Skills or Gains shall be given the choice of transfer to a regular teaching position at a non-TAP school or participating in the Board's Plan of Improvement Program. Teachers at TAP schools who have already participated in the Knox County Teacher Evaluation Model will be given the choice of being evaluated for the purpose of tenure with the Knox County Teacher Evaluation Model or the TAP Instructionally Focused Accountability and Performance Based Compensation System.

ARTICLE XVI TEMPORARY LEAVES OF ABSENCE

Each member of the unit shall be entitled to the following temporary leaves of absence with full pay each school year:

A. Sick Leave

At the beginning of each school year, each employee shall be credited with one (1) day of sick leave allowance for each twenty (20) days of contractual employment, in accordance with state board regulations. Each employee shall be given a copy of an account of accumulated sick leave days with each paycheck. This monthly report will reflect sick leave days advanced for the current contract year and sick leave days reported and posted prior to the closing of the payroll period.

B. Personal Leave

Each employee shall be eligible for two (2) days personal leave each school year to be earned at the rate of one (1) day per half year employed, in accordance with state board regulations. Personal leave request is to be submitted to the immediate supervisor at least three (3) days prior to the beginning date of the requested leave. In cases of emergency, the immediate supervisor may waive the three (3) day notification period. Except in cases of emergency as determined by the immediate supervisor, personal leave days are not to be taken on inservice days, on a day adjacent to a designated school holiday, or during the last two (2) weeks of the school year.

C. Religious Right or Ordinance

Each employee may receive leaves of absence, up to a maximum of two (2) days per year, for the observance of an established religious rite or ordinance.

D. Jury Duty

Any employee performing jury service shall be provided a temporary leave of absence for such service. Evidence of appearance for jury service shall be filed with the Finance Department. Any fees resulting from jury service, less expenses incurred, (not to exceed the daily rate of pay) shall be paid to the Board by those receiving leave pay.

E. Legal

Any employee summoned or subpoenaed by a court of competent jurisdiction to appear during working hours in a judicial or administrative proceeding shall be provided a leave of absence for such purpose. A copy of the summons or subpoena indicating the required court appearance shall be filed with the business office. Any fees resulting from court service or proceedings, less expenses incurred, (not to exceed the daily rate of pay) shall be paid to the Board by those receiving leave pay.

Should a unit member defendant in a criminal case be found guilty or be held in Contempt of Court, he shall forfeit his right to the above leave pay.

F. Arbitration

Any employee called during working hours to testify in arbitration matters concerning this agreement shall be provided administrative leave with no loss of pay or benefits. The calling party shall be responsible for paying the cost of substitutes.

G. Association Leave

At the beginning of the school year, the Board shall provide up to seventy-five (75) days of release time to be used by the Association for officers or agents of the Association. Upon request of the Association, an additional thirty-five (35) days may be granted with the Association paying the cost of the substitutes. Association leave requests shall be submitted to the employee's immediate supervisor on association leave forms included in Appendix D. at least three (3) days prior to the date of leave. Leave for Political Action Committee election-related activities shall not be taken as a part of association leave days provided by the Board.

Upon request ,any employee shall be granted upon a leave of absence for the purpose of serving as a full-time officer of the association or its affiliates. Such leaves are without pay and may be renewable on a year-to-year basis not to exceed a total of two (2) years. Such employees shall return to the same position and shall be advanced on the salary schedule and maintain the same fringe benefits as if he had worked in the system during such period.

H. TAP Conference Leave

Paid leave shall be provided to one Association designated representative to attend the annual TAP Conference.

ARTICLE XVII TRANSFER PROCEDURES

A. Definitions

1. "Transfer" shall mean any change of employee building or special area program assignment.
2. "Employee-initiated transfer" shall mean any transfer initiated by the employee.
3. "Involuntary transfer" shall mean any transfer caused by events or circumstances such as declining enrollment, curricular changes, and/or reorganization without the concurrence of the employee. Involuntary transfers may be initiated by members of the administrative staff, the principal, or by directive of the superintendent.
4. "Administrative transfer" shall be any transfer made in the best interests of the school system and initiated by directive of the superintendent. Such administrative transfers shall take precedence over all other transfers, shall not be subject to the criteria for employee-initiated and/or involuntary transfers, and shall not be made for arbitrary and capricious reasons.
5. "Position" shall mean any assignment that requires a license issued by the state department of education.
6. "Vacancy" shall mean any position not presently filled by a current permanent employee, any position in which the employee has given written notice of resignation or retirement, or any position not being held for an em-

ployee on leave.

7. "Special area program" employees shall mean employees with assignments in Chapter I, pupil personnel services, special education, itinerant/traveling programs, and employees who have regular assignments to more than one building. These employees are assigned to the appropriate department, not to an individual building.
8. "Seniority" shall mean the length of an employee's continuous contractual service from the most recent date of employment in the Knox County School System. A part-time employee shall be entitled to credit for length of service in the same proportion that the contract time of such part-time employee bears to the contract time of a full-time employee. Seniority shall not accrue during authorized unpaid leaves of absence and/or periods of layoff. In the event that two or more employees have equal seniority, their relative rank shall be determined by a random selection process approved by the president of the association.
9. "First consideration" shall mean that the employee shall be interviewed and considered for the position prior to other applicants. If the employee can't be contacted after reasonable attempts have been made, the system will be considered to have satisfied the requirements of this section.
10. "Interview" shall consist of, but not be limited to, personal, phone, essay or questionnaire—oral or written.

B. General Provisions

1. When transfers are necessary, the principal, the appropriate assistant superintendent, the director of Human Resources and appropriate director, coordinators and supervisors will consider the program needs of the school and determine where changes can best be made.
2. In the event there are no immediate openings, the principal may or may not conduct interviews of any employees requesting a transfer. However, if a position should occur within the building, the procedures outlined in employee-initiated transfers will be followed.

C. Employee-initiated Transfers

1. Employees desiring a transfer shall make a request in writing to the Human Resources Department on a form provided by the Board.
2. A request for transfer shall be made no later than April 25 of any year in order to be considered for the following school year.
3. Such request for transfer shall include (1) the specific school(s) or special area program(s) to which the employee desires to be transferred, (2) the grade(s) and /or subject(s) to which the employee desires to be assigned, and (3) the order of preference.
4. All requests for employee-initiated transfer shall expire on the first day of the 221 contract. Refiling of expired request

will be necessary if further consideration is desired.

5. In evaluating a request for employee-initiated transfer, consideration shall be given to training, licensure, experience, race, sex, age, curriculum needs, accreditation requirements, and other information pertinent to the position as determined by the Board.
6. Employees from within the school system who have filed a request for transfer in accordance with Parts 1, 2, and 3, of this section shall be given first consideration in filling vacancies, except those which occur after the beginning of the school year.
7. After April 25, any employee shall be allowed to request consideration for a transfer for any vacancy by filing a formal request within the time frame on the posting. Such employees shall be considered for the positions for which they have applied on the same basis as other applicants.
8. TAP career path teachers shall be allowed to request consideration for transfer prior to the beginning of the TAP Member School implementation. Teachers requesting a transfer out of a TAP school shall receive first consideration. Teachers at schools voting to become a TAP Member School shall be allowed to file a request for transfer to a non-TAP school subject to availability. Such teachers shall remain on the transfer list with an established priority for first consideration to transfer until such transfer is accomplished.

D. Posting of Vacancies

1. All known vacancies, including identification of TAP-related and Project GRAD vacancies, for the next school year will be listed in the Administrative Bulletin, posted in all schools, and sent to the association not later than May 10, and weekly thereafter until the last publication of the Administrative Bulletin of the school year.
2. From the date of the last publication of the Administrative Bulletin of the school year through the first publication of the Administrative Bulletin of the following school year, vacancy notices shall be posted on a designated bulletin board at the central office and sent to the association.
3. Unless specifically indicated to the contrary, notices posted from August 1 to the beginning of the school year shall be for informational purposes only and shall not constitute an invitation to apply but will indicate vacancies to be filled from the existing applicant pool. For the purposes of this article, the beginning of the school year shall be the contract date for teachers.
4. All vacancies occurring during a school year will be filled on a temporary, non-tenure basis for the remainder of the year and advertised as a vacancy for the following school year. Exceptions may be made for special assignments upon the recommendation of the superintendent. Such special assignments will be listed in the Administrative Bulletin, posted in all schools, and sent to the association. Present employees may apply and will receive consideration for these special assignments.

5. Notification of vacancies shall contain the date of posting, description of the position, location of the position, requirements for the position, name of the person to whom the application is to be returned, and the deadline for filing such applications.
6. TAP placements shall be referred to a staffing committee, including the TAP Director, the Director of Personnel and one Association-designated representative. The committee shall review applications, conduct the selection or interview process, and make a recommendation for filling positions to the Director of Schools. Master and mentor teachers shall be required to sign a contract (see Appendix____) outlining their roles and responsibilities, additional work periods, and salary augmentations.

E. Involuntary Transfers

1. When the Board has determined that the number of certificated employees in a given building or special area program must be reduced, all appropriately licensed employees in the building (elementary), or department of the building (middle or high school), or in the special area program which is slated to lose staff members shall be asked by the director of Human Resources or his designee if they would voluntarily transfer.
2. If the number of volunteers is not sufficient to achieve the required reduction, the Board shall transfer the additional employee(s) in the affected building (primary or intermediate), building K-2 or 3-5 grade group (elementary), building department (middle or high school), or special program area shall be selected for transfer in accordance with the least amount of system-wide seniority. However, if a negative racial impact, as determined by the Board,

would result from the transfer(s), the employee(s) in the affected building grade group, building department or special program area with the least amount of system-wide seniority whose transfer(s) would not result in a negative racial impact would be transferred. When possible, the employee shall be given at least ten (10) days notice.

3. Employees involuntarily transferred in accordance with this section shall be given the same opportunity to indicate assignment preferences as employees transferring voluntarily.
4. If an employee is transferred due to an anticipated reduction in pupil enrollment in a grade, department, or program area and the anticipated reduction does not materialize within thirty (30) days after the beginning of the next school year, the employee shall be given the option of returning to his original position.
5. An employee who has been involuntarily transferred under the provisions of this section shall receive first consideration for an employee-initiated transfer over employees who have not been involuntarily transferred the previous year.
6. If a school closing occurs, employees in that school shall be given every consideration possible in choosing from vacant positions, including priority over new employees and those requesting transfers.

ARTICLE XVIII

REDUCTION IN FORCE PROCEDURES

A. Definitions

“Seniority” shall mean the length of an employee’s continuous contractual service from the most recent date of employment in the Knox County School System. A part-time employee shall be entitled to credit for length of service in the same proportion that the contract time of such part-time employee bears to the contract time of a full-time employee. Seniority shall not accrue during authorized unpaid leaves of absence and/or periods of layoff. In the event that two or more employees have equal seniority, their relative rank shall be determined by a random selection process approved by the president of the association.

B. Procedure

The Association recognizes that the Board has the sole authority to establish staffing levels for the system. When the Board has determined that positions must be abolished, the dismissal of personnel shall be in accordance with applicable provisions of law.

C. Notification

The Board shall provide written notice to each employee affected by a reduction in force by not later than April 15, provided, however, that exceptions to the April 15 date may be made due to circumstances materializing after that date. Except for unanticipated reductions in pupil enroll-

ment, notice shall be given at least thirty (30) days prior to the effective date of reduction. Such notice shall include specific written reasons for the dismissal.

D. Recall

A tenured employee who has been dismissed in accordance with Sections A. and B. of this article shall be placed for a period of not less than five (5) years on a preferred list for reemployment in the first vacancy he is qualified by training and experience to fill, provided, however, that nothing in this Agreement shall be construed to deprive the Board of the power to determine the fitness of such employee for reemployment in such vacancy on the basis of the Board's evaluation of such employee's competence to properly discharge the duties required in such vacancies. Such determinations shall be consistent with the best interests of the school system.

A laid off employee may refuse to accept an offered position and still retain his position on the recall list.

ARTICLE XIX SALARIES AND WAGES

A. Salary Schedules

The salary of each employee covered by the regular salary schedule is set forth in Appendices B and B1, which are attached hereto and made a part of this Agreement. Supplemental Salary Schedules are set forth in Appendix C. Annual salaries and supplements are effective on July 1 of each year.

The Knox County Salary Schedule shall be determined by adding the appropriate salary supplement from Appendix B1 to the "Annual Salary Schedule for Certified Classroom Teachers and principals" (Rules, Regulations, and Minimum Standards 0520-1-2-05).

B. Salary Augmentation Schedules/TAP

There shall be established a District Oversight and Coordinating Committee, including at least one Association designated member, to determine how information will be disseminated for TAP schools and to act as oversight for appropriate payment of salary augmentations for mentor and master teachers, and to review the bonus award pools for teacher performance awards.

Performance award pools must be funded to ensure a minimum of \$2,500 per teacher. All Performance Award Funds (PAF) for teachers with classroom level achievement scores will be calculated using three (3)

components designating total money paid: (1) teacher skills, knowledge, and responsibilities 50%, classroom-level achievement gains 30%, and (3) school level achievement gains 20%. Awards for teachers without classroom level achievement scores will be based on (1) teacher skills 50% and (2) school level scores 50%. A TAP Compensation Spreadsheet shall be used to calculate each teacher's bonus award.

The salary augmentation above PAF for mentor teachers shall be \$2,500.

The salary augmentation above PAF for master teacher shall be \$6,000.

The salary augmentation for administrative assistants, assistant principals and instructional coaches shall be \$1,250.

The salary augmentation for principals shall be \$2,500.

Salary augmentation disputes shall be subject to the grievance procedure in Article VI.

Elementary, middle, and high school special area subject teachers not assigned to a specific school shall be entitled to proportional salary augmentation based on a percentage of time spent in a TAP school. No teacher

serving at a TAP school shall be denied the benefits that accrue to other teachers employed at the same TAP school.

Non-certified personnel assigned to a TAP school shall receive a flat sum of \$400 as a Performance Award.

C. Method of Payment

1. Each employee shall be paid his/her contracted salary in twelve (12) monthly installments. During the first year of employment, new employees may opt for thirteen (13) monthly installments. Employees shall have automatic deposit as the means of delivery. Unless otherwise designated in Part 2, "Exceptions", regular pay shall be made on the twenty-fifth (25th) of each month, when the twenty-fifth is a regular school day.
2. Exceptions - When a pay date falls on or during a school holiday, system-wide inservice day, vacation or week-end, employees shall receive their pay on the last previous working day.

In the event an employee's paycheck is lost in the U.S. Mail, a duplicate paycheck may not be reissued until ten (10) working days have elapsed.

Employees hired for less than a full contracted year will have their pay prorated according to the length of their contracts.

C. Flexible Benefits Program

Effective January 1, 1991, each employee shall be eligible to participate in the Knox County Government Flexible Benefits Program (also referred to as “Cafeteria Plan”) in accordance with the provisions of Section 125 of the IRS tax code and procedures established by the Knox County Government and/or the Plan Administrator. Participation shall be available to employee upon execution of a Flexible Spending Program Compensation Reduction Agreement. The rules, regulations, procedures, benefits, coverages, and selection of administrator of the Flexible Benefits Program shall be solely determined by the Knox County Government.

D. Experience Credit

All newly employed teachers shall receive full experience credit for prior teaching experience.

ARTICLE XX

INSURANCE

A. Health Insurance

Beginning with the January, 2009 payment period, the Board's monthly contribution to employee health insurance premiums shall be the following:

Preferred Provider Organization (PPO)

Individual Employee	\$322.36
Family – One Employee	\$666.22
Family – Two Employees	\$758.74

Point of Service (POS)

Individual Employee	\$315.67
Family – One Employee	\$650.71
Family – Two Employees	\$742.30

Health Maintenance Organization (HMO)

Individual Employee	\$349.08
Family – One Employee	\$740.36
Family – Two Employees	\$827.84

Any payments made by the State on behalf of the eligible employee, or his dependents, in accordance with the Tennessee Code Annotated, Title 8, Chapter 27, shall be in addition to the contributions of the Board and the employee as specified in this Article.

In the event that the sum of the employee's contribution, the Board's contribution, and any State contribution is not adequate to pay premium costs, the additional cost shall be paid

by the employee. The health insurance coverage, conditions, carrier, and rules for administration shall be those specified in the Teacher Plan of the State Group Insurance Program. The employee shall pay any additional premium costs that are required for selected family or supplemental coverage.

B. Dental Insurance

The Board shall make available to all unit members a group dental plan that shall be subject to requirements imposed by the selected carrier. The Board shall pay four dollars (\$4.00) per month per participating employee with this amount not to exceed \$48.00 in any twelve (12) month period. The employee shall pay any additional premium costs for the selected coverage. The carrier of this plan will be the sole discretion of the Board and may be changed at any time by the Board. The minimum specifications of the plan shall be those recommended to the Board by the Insurance Advisory Committee.

In the event of a change in carrier, the Board shall notify the Association of the date, time, and place of the opening of bids thereof not less than five (5) school days in advance of the opening.

C. Term Life Insurance

The Board will provide a term life insurance policy for each member of the unit. The effective date of this insurance for new employees will be the date of employment. The carrier of this policy will be at the sole discretion of the Board.

The life amount shall be one and one-half times the employee's annual salary with a minimum benefit of twenty thousand dollars (\$20,000) and a maximum benefit of fifty thousand dollars (\$50,000). (See Appendix E) [1.50 X Annual Earnings; \$50,000 maximum; \$20,000 minimum]

D. Accident Protection Insurance

The Board will provide a school-time protection insurance policy for each member of the unit. Such policy shall be the same policy made available each year to students. The carrier and coverage of this policy will be the sole discretion of the Board.

E. Insurance Advisory Committee

The Insurance Advisory Committee shall be composed of three (3) employees appointed by the president of the Association and one (1) person appointed by the superintendent. The committee chairperson shall be elected by the members of the committee. The responsibilities of the committee shall be limited to advising the superintendent and the Board on matters related to employee insurance programs covered by this Article. It shall be the responsibility of the committee chairman to set meeting dates by mutual agreement with the superintendent appointee, establish agendas, and conduct meetings of the Committee. All meetings of the committee shall begin at 4:30 p.m. unless another time is mutually agreed upon by the chairperson and the superintendent's appointee. The Board

shall not be obligated for expenses incurred by the committee except when approved in advance by the superintendent. The president of the Association or the superintendent may request a meeting of the Committee at any time and, whenever possible, any such meeting must occur within ten (10) school days of the date of the request.

ARTICLE XX PAYROLL DEDUCTIONS

A. Authorization

Any employee who is a member of the Association or who has applied for membership may authorize the Association to deliver to the Board an assignment authorizing continuing payroll deduction of professional dues to KCEA/TEA/NEA. The assignment form shall be provided

by the Board to the Association by the 5th of each month and shall include but not be limited to employee's name, home address, phone number, and social security number. Authorization for dues deduction is revocable at the employee's request upon thirty (30) days written notice to the Board. A notice of all revocations of dues deductions shall be provided to the association on a monthly basis at the time of transmission of dues.

B. Continuing Deduction

Pursuant to the deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the association member each month for twelve months, beginning in September and ending in August. Such deductions shall continue from one year to the next without interruption except that, in the event an employee does not receive a check or the employee's check is not sufficient after all other deductions to deduct the dues, there shall be no dues deduction.

The Association shall deliver to the Board by September 5th an alphabetical list of changes in continuing membership for the current school year.

C. Prorated Deduction

Deductions for new association members authorizing dues deductions after the date of the commencement of deductions as in Section B. of this Article shall be prorated according to authorization by employee. No deduction will commence after February 1 and all will end May of each year.

D. Transmission Dues

With respect to membership dues deducted by the Board, the Board shall remit to the Association, within ten (10) calendar days, the total amount deducted, accompanied by an alphabetical list of employees from whom such deductions have been made.

E. Limitations on Other Deductions

Except when an employee's check is sufficient to cover deductions, continuing deductions other than dues which have been authorized by an employee and made effective by the Board shall not be interrupted without a thirty (30) day written notice by the employee to the Board.

ARTICLE XXI RETIREMENT BONUS

Individuals actively employed by the Knox County Board of Education at the time of their retirement will be eligible for a bonus of twenty dollars (\$20.00) per day for all accumulated and unused sick leave days.

ARTICLE XXII INDIVIDUAL CONTRACTS

Any Individual contract between the Board and an individual member of the bargaining unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

ARTICLE XXIII DURATION

A. General

Except as otherwise provided herein, this agreement, and all provisions therein, shall be effective as of July 1, 2006 and shall remain in full force and effect through June 30, 2009.

Negotiations for a successor agreement will begin provided that between one hundred fifty (150) days and one hundred twenty (120) days prior to this agreement, the association notifies the Board by certified mail of its desire to negotiate. Upon such notification, negotiations for a successor agreement shall begin in not less than thirty (30) days nor more than forty-five (45) days from the date of said notice.

B. Reopeners

Article XVIII, Salaries and Wages, Article XIX, Insurance, and three (3) articles selected by each party from those articles not specifically excluded from reopening by this agreement may be renegotiated annually with negotiations to begin during the first week in March. This article shall remain in force and shall not be reopened until negotiations begin on a successor agreement as provided in Section A. of this article.

**Article XXIII
COOPERATION**

The Board and the Association agree that it is in the mutual interests of the parties to create and maintain a strong relationship between employees and management at all levels of the school system and at all work sites.

To continue with the current cooperation between the Board and the Association, both parties will identify mutual problems and

concerns and develop action plans at schools in the system as they are identified.

A primary project team will be created with an equal number of members from the Association and Management. The primary project team shall be authorized to create additional work groups to facilitate the gathering of information and the problem solving process. The Board and the Association acknowledge that short-term variances with the content of the contract may be required. In such cases, variances shall be reduced to written form and signed by both parties. These variances shall be for a specified term, or until such time that the parties agree that language needs to be changed or added to the contract.

ARTICLE XXIV

SAVINGS

Should any provision, part of a provision, or portion of this agreement, or any application thereof, become unlawful by virtue of any Federal or State Law or Executive Order of the president of the United States or Governor of the State of Tennessee pursuant to law, or final adjudication of any court of competent jurisdiction, all other provisions of this agreement shall continue in full force and effect for the life thereof. The parties agree that any article, provision,

portion, or application so set aside shall be the subject of negotiations for the purpose of agreeing on substitute language or the exclusion of the article from this agreement. Such negotiations shall be strictly limited to the article, provision, portion, or application held unlawful and shall be initiated on the request of either party.

ARTICLE XXV PRINTING AND DISTRIBUTION OF AGREEMENT

Complete and up-to-date copies of the Memorandum of Agreement shall be made accessible to employees. Each school shall receive two copies: one for the media center and one in the school office. It shall be the responsibility of the principal to ensure that these copies of the Memorandum of Agreement are updated and kept current.

The Association shall be provided one copy for the association president and one copy for each building representative. The Association will ensure that these copies are updated and current.

The above provisions shall constitute a notice to every member of the bargaining unit of the contents thereof. In addition, following ratification of contract changes, the principal shall allow the building representative time with faculty, at a regularly scheduled staff meeting, to explain changes in the agreement.

Nothing in this article shall prevent the Knox County Education Association or the Knox County Board of Education from making, at their own expense, other copies of the document.

The cost of printing shall be divided equally between the Board and the Association.

ARTICLE XXVIII ENTIRETY OF AGREEMENT

The Board and the Association agree that, during the negotiations which culminated in this agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this

agreement.

Therefore, except as provided in Article XXIV, Savings, or by mutual consent, the parties hereby waive for the life of this agreement any rights to negotiate or to bargain with respect to any matter whether or not covered by this agreement or in negotiations leading hereto, except for all subjects related to the implementation of TAP which shall remain bargainable by mutual agreement and a subject for review and consultation for the duration of this Agreement.

APPENDIX A GRIEVANCE FORM

KNOX COUNTY BOARD OF EDUCATION (Page 1)	Grievance Register No. <small>(Obtained from Office of superintendent's Designee)</small>
Work Location	
Home Telephone ()	
1. Name	

Last	First	Middle
2. immediate supervisor to Whom Grievance Is Submitted		
3. Article(s) and Section(s) Violated		Violation Date
4. Facts Upon Which Grievance is Based:		
5. Relief or Remedy Sought:		
6. Grievant's Signature		Date Form Completed

For 8.5x11 page size – magnify this form at 1.50 on copier

APPENDIX A GRIEVANCE FORM

KNOX COUNTY BOARD OF EDUCATION (Page 2)	Grievance Register No. <small>(Obtained from Office of superintendent's Designee)</small>
7. STEP I. IMMEDIATE SUPERVISOR	

Initial	Date Form Received

8. Disposition (Circle)	DENIED	GRANTED
-------------------------	--------	---------

9. Reason for Decision	
10. immediate supervisor's Signature	Date of Reply
11. Grievant's Initial	Date Reply Received

For 8.5x11 page size – magnify this form at 1.50 on copier

APPENDIX A GRIEVANCE FORM

KNOX COUNTY BOARD OF EDUCATION (Page 3)	Grievance Register No. (Obtained from Office of superintendent's Designee)
12. STEP 11. SUPERINTENDENT'S DESIGNEE	

Initial	Date Form Received
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13. Disposition (Circle)	DENIED	GRANTED
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14. Reason for Decision	

15. superintendent's Designee's Signature	Date of Reply

16. Grievant's Initial	Date Reply Received

For 8.5x11 page size – magnify this form at 1.50 on copier

APPENDIX A GRIEVANCE FORM

KNOX COUNTY BOARD OF EDUCATION (Page 4)	Grievance Register No. (Obtained from Office of superintendent's Designee)
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17. STEP III. ADVISORY ARBITRATION

superintendent's Designee	Date Form Received

18. (superintendent's Designee Retains Original)

(If additional space is required, please attach a second sheet, identifying the extension of items above by referring to the item number at the left).

For 8.5x11 page size – magnify this form at 1.50 on copier

APPENDIX A

INSTRUCTIONS FOR COMPLETING GRIEVANCE FORM

General Instructions

Before a member of the bargaining unit submits this grievance form to the immediate supervisor, the grievant MUST call the office of the superintendent's designee and secure a grievance register number, which the grievant MUST enter on the form.

All responses and appeals shall be made on the original form completed by the grievant. The original shall be submitted in successive steps of the grievance procedures and shall be hand-delivered by the sending party. After receipt is acknowledged, copies shall be sent to individuals indicated at each step.

Grievant's Statement

1. Grievant enters his full name, work location, and home number.
2. Grievant enters full name of immediate supervisor.
3. Grievant enters article(s) and section (s) of the negotiated agreement violated and the date of the violation.
4. Grievant describes facts upon which grievance is based.
5. Grievant enters relief or remedy sought.
6. Grievant signs and enters date form completed. (grievant transmits original to immediate supervisor and a copy to superintendent's designee).

Step I. Immediate Supervisor

7. The immediate supervisor initials form and enters date received.
8. Immediate supervisor circles disposition made.
9. Immediate supervisor states reason for decision.
10. Immediate supervisor signs and enters date of reply.

grievant initials and enters date reply received. (immediate supervisor reproduces form, returns original to grievant, and transmits a copy to superintendent's designee and to the association).

Step II. Superintendent's Designee

12. Superintendent's designee initials form and enters date received.
13. Superintendent's designee circles disposition made.
14. Superintendent's designee states reason for decision.
15. superintendent's designee signs and enters date of reply.
16. Grievant initials and enters date reply received.
(superintendent's designee reproduces form, returns original to grievant and transmits a copy to immediate supervisor whose name appears in Step I and to the Association).

Step III. Advisory Arbitration

17. Superintendent's designee initials form and indicates date received. (FMCS Joint Request form must accompany grievance form)
18. Superintendent's designee retains original, enters date copy sent to grievant.

Appendix B

Combined State and Local Teacher's Salary Schedule
Knox County Schools
2001-2002
2002-2003

Includes 2.5% Increase to State Salary Scale Effective July 2001

Includes additional equivalent 1% Increase to Local Salary Scale Effective July 2001

Step	Bachelor	Master	Master +45	EDS	Doctor
0	28,426	30,382	32,118	32,754	34,456
1	28,891	30,757	32,493	33,019	34,721

2	29,811	31,697	33,438	33,954	35,661
3	29,945	31,832	33,573	34,089	35,795
4	30,458	32,489	34,230	34,757	36,463
5	30,860	32,957	34,668	35,189	36,945
6	31,497	33,643	35,364	35,860	37,592
7	32,158	34,334	36,055	36,557	38,303
8	32,814	35,025	36,722	37,263	38,974
9	33,655	35,961	37,653	38,189	39,905
10	34,288	36,628	38,339	38,880	40,607
11	34,953	37,309	39,035	39,557	41,273
12	35,619	37,970	39,737	40,218	41,954
13	36,343	38,714	40,445	41,222	42,713
14	37,042	39,458	41,204	41,865	43,462
15	37,765	40,227	41,938	42,709	44,180
16	38,674	41,205	42,922	43,443	45,174
17	39,103	41,634	43,350	43,872	45,603
18	39,689	42,220	43,937	44,458	46,189
19	40,306	42,837	44,553	45,074	46,806
20-21	40,571	43,102	44,818	45,339	47,071
22	40,747	43,328	45,044	45,565	47,297
23-26	41,112	43,693	45,409	45,930	47,662
27 & Up	41,632	44,213	45,929	46,450	48,182

This scale is for certified teachers for a school term of 200 days

Newly employed teachers may receive credit for up to five years prior teaching experience. Exceptions may be made by the Board with the Superintendent's recommendation

This salary scale includes any increases incorporated in the Tennessee State annual salary schedule for certified teachers.

Local salary supplements are included in this schedule in accordance with TCA 49-3-306.

Appendix C

APPENDIX D
Association Leave Request
Knox County Schools

Name _____

School _____

Date _____

Association leave is requested for _____ day(s) beginning

Date _____ Ending date _____

to attend _____ to be
(Name of Conference or Meeting)

Held in _____. My purpose in
attending is.

(Signature)

Approved by _____
(Principal)

Approved by _____
(Association president)

Approved by _____
(Superintendent)

Note: This request must be submitted in duplicate.

APPENDIX E

Life Insurance Features:

1.50 x Annual Earnings = Benefit Amount

Fifty Thousand Dollar Maximum Benefit

Twenty Thousand Dollar Maximum Benefit

No Benefit Termination due to Age

Benefits Reduce to 65% at Age 65
50% at Age 70 and
35% at Age 75