

**HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 HICKORY VALLEY ROAD
CHATTANOOGA, TENNESSEE 37421**

MEMORANDUM

TO: Hamilton County Board of Education
Dr. Bryan Johnson, Superintendent

FROM: Keith Fogleman, Chief Talent Officer

DATE: June 20, 2019

RE: First Reading – Approval of Memorandum of Understanding between Hamilton County Department of Education and Hamilton County Education Association

Collaborative Conferencing for the 2019-2022 Memorandum of Understanding (MOU) has concluded. Attached is an updated MOU that was conferenced and agreed upon by both parties.

The revisions to the MOU are presented for first read. The revised MOU would become effective upon the second and final reading at a future meeting.

Attachment



MEMORANDUM OF UNDERSTANDING
BETWEEN HAMILTON COUNTY DEPARTMENT OF
EDUCATION
AND
HAMILTON COUNTY EDUCATION ASSOCIATION
2019-2022

Table of Contents

(Note: Table of Contents reordered and the specific topics included under each section have been added)

Basic Provisions	Page 5
Preamble	
Recognition	
Recognition of Management	
Professional Employees Organization Rights	
Individual Contracts	
Maintenance of Benefits	
Severability	
Memorandum of Understanding Waiver	
Distribution	
Duration	
Modification of Agreement	
Salary	Page 9
Teacher Salary Schedule	
Placement on Salary Schedule	
Professional Development Pay	
Methods of Payment	
Confidentiality	
Expenses for Traveling Teachers	
Summer School Teachers	
Permit Teachers	
Grievance	Page 11
Definitions	
Levels	
Advanced Step Filing	
Provisions Governing the Grievance Procedure	
Insurance	Page 16
Comprehensive Medical Insurance	
Life Insurance	
Liability Insurance	
On-the-job Injury	
Long-term Disability Insurance	
Description of Insurance Coverage	
Enrollment for Insurance/Dental Coverage	

Health Insurance for Disabled Professional Employees
Health Insurance for Retired Professional Employees
Continuation
Family Coverage
Insurance Committee
Duration of Coverage
Appeal Process

Fringe Benefits Page 21

Extra-Curricular Admissions
Flexible Benefits Plan
Attendance Bonus
Classroom Preparation
Dental Expense Reimbursement Plan

Working Conditions Page 23

Workday for Professional Employees
Duty
Planning Time
Duty Free Lunch
Professional Employee Response
Meetings Before or After the Workday
Inclement Weather
Itinerant Professional Employees
Notification of Absence
Solicitations
Professional Development
Professional Employee Safety and Legal Protection
Personnel Files
Student Discipline Procedures
Professional Employee Relations

Leave Page 34

Sick
Personal
Professional
Religious
Jury and Legal
Short-Term Military Leave
Emergency
Bereavement
Parental
Military
Public Office

Educational Improvements
Recuperation of Health
Professional Employees Organization President
Overseas Teaching Leave of Absence
Other Sufficient Reasons
Requesting Extended Leave
Requesting Extensions of Leave
Conditions of Leave
Family and Medical Leave Act (FMLA)
Sabbatical Leave

Payroll Deductions Page 44

Dues Deduction Authorization
Deduction Procedure
Pro-rata Deductions
Duration of Authorization
Board Obligation Release
Transmission of Dues to Association
Indemnification
Other Payroll Deductions

Basic Provisions

Preamble

This Memorandum of Understanding (MOU) is entered into in good faith this _____ day of _____ by the Hamilton County Board of Education, hereinafter referred to as the Board, and the representatives of the professional employees of Hamilton County Board of Education, hereinafter referred to as the Association, pursuant to the terms of TCA 49-5-605. The Board and Association acknowledge and agree to the following:

Recognition

The Board hereby recognizes the Hamilton County Education Association, hereinafter referred to as the Association, as the exclusive designee for educator participants in collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), TCA 49-5-601, said determination having been made by Hamilton County professional educators through a confidential poll per the terms of PECCA.

Recognition of Management

The PECCA team recognizes the right of the Board, subject to state and federal laws, rules and regulation of the state board and local board policies to supervise, direct and manage the school district and its staff provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the Memorandum of Understanding.

Professional Employees Organization Rights

A. Professional Employees Organization Use of Facilities

The Professional Employees Organization shall, with notification to the school principal, have the right to make use of school building facilities and equipment at reasonable times outside the instructional day. The Professional Employees Organization shall pay for the reasonable cost of all materials and supplies incidental to such use. When use of facilities requires special custodial services, the Professional Employees Organization shall pay for such services.

B. Communications

The Professional Employees Organization shall have the right to post notices of Professional Employees Organization activities and matters of Professional Employees Organization concern on employee bulletin boards, in an area used exclusively by professional employees. The Professional Employees Organization may use the school system's regular interschool mail delivery system, professional employee mailboxes, and internal email system for communications to professional employees or member of the

Professional Employees Organization. Material which is distributed by the Professional Employees Organization shall clearly indicate that such material is from the Professional Employees Organization.

C. Access to Members

Duly authorized representatives of the Professional Employees Organization, shall, with notification to the school principal, be permitted to transact official Professional Employees Organization business on school property at reasonable times before or after the instructional day.

D. Association Representative

A faculty election shall be held during the month of May to elect a Professional Employees Organization Representative for the following school year. The person elected will participate in training prior to the opening of the school year. Principals are encouraged to consider the responsibility of Professional Employees Organization Representative(s) as a duty when assigning extra duties on an equitable basis to the faculty members.

E. Professional Employees Organization Leave

At the beginning of each school year the Professional Employees Organization shall be granted 26 unpaid leave days to be used by representatives of the Professional Employees Organization. Use of the days shall be left to the discretion of the Organization.

~~**Section 6 – Transmission of Dues to Association**~~

~~All dues deducted by the Board shall be remitted to the Professional Employees Organization within seven calendar days from the date deducted. An alphabetical list by work assignment of professional employees for whom such deductions have been made shall also be supplied to the Association. This list shall be separated by payroll classification.~~

F. Memorandum of Understanding Training

The Board shall provide training to school-based administrators and the Professional Employees Organization shall provide training for Professional Employees Representatives and professional employees on the rights and responsibilities in the MOU by the twentieth day of each school year.

G. School Board Meetings

The regular Board agenda will include the Professional Employees Organization, upon request. A copy of the agenda for each Board meeting shall be made available to the Professional Employees Organization at the same time it is available to Board members.

Individual Contracts

Any individual contract between the Board and its professional employees shall be consistent with the terms and conditions of the MOU. With regard to terms and conditions that are appropriate subject matter of collaborative conferencing pursuant to PECCA, should language in an individual contract conflict with the terms and conditions found in the MOU, the MOU shall control.

Maintenance of Benefits

Unless otherwise provided in this Memorandum of Understanding, no part or provision of the Agreement shall be interpreted or construed to reduce, eliminate, or otherwise diminish any professional employee benefit existing prior to its effective date.

Severability

If any article or part of this Memorandum of Understanding is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the Memorandum of Understanding shall not be affected, and the parties shall immediately re-enter collaborative conferencing for the purpose of reaching a mutually satisfactory replacement for such article or part.

Memorandum of Understanding Waiver

Any deviations from the terms of any part of this MOU shall be agreed to by the Board and Association prior to implementation. Either party may request a waiver of the terms of any part of this MOU. If such a request is made, the parties shall meet and attempt to reach mutual agreement concerning the requested waiver.

Distribution

An electronic copy of the Memorandum of Understanding (MOU) shall be distributed to each newly hired professional employee through the applicant tracking system, as part of the "New Hire" packet. A copy of the MOU shall be disseminated on a yearly basis to all current professional employees through the applicant tracking system within 60 days of ratification. A link to the MOU shall be available online within two working days of ratification.

Duration

This Memorandum of Understanding shall be effective as of ~~August 1, 2016~~ July 31, 2019 and shall continue in effect until July ~~29~~30, 2019-2022

Modification of Agreement

The Board and Professional Employees Organization agree the salary, fringe benefits, insurance ~~and leave~~ sections of this Memorandum of Understanding may be reopened for discussion annually.

A labor management team will meet during the second quarter of each school year to review Board policies related to the MOU slated for review during that calendar year. This team will present recommendations to the full collaborative conferencing team during the regularly scheduled collaborative conferencing meetings to assure the MOU remains in compliance with changes in federal or state law.

Salary

Section 1 Teacher Salary Schedule

The salary of each professional employee shall be determined by the Teacher Salary Scale. A professional employee whose regular assignment requires more than 201 days shall be compensated at the contracted daily rate provided that, this provision does not apply to any paid supplemental duty. The Board agrees to continue the present practice of granting salary credit for approved work experience as determined by the State Department of Education.

Section 2 Placement on Salary Schedule

Each professional employee shall be placed on ~~his~~the proper step of the salary scale with full credit for allowable teaching experience and academic training, as established by the state Department of Education. ~~The maximum eligible teaching experience outside of HCDE allowed on the County pay scale shall be 15 years.~~

Section 3 Professional Development Pay

~~Professional employees will receive their daily rate of pay for 15 hours of approved, self-directed professional development to be completed in addition to the 201-day school calendar. Each professional employee is required to officially document the completion of these hours. A professional employee's failure to fulfill this requirement will result in the loss of this compensation.~~

Section ~~3.4~~ Methods of Payment

A. Pay Periods

Professional employees who work the regular school year shall be paid by direct deposit in 26 equal, bi-weekly installments. The first direct deposit for teachers shall be issued by the twentieth workday.

The pay dates for the professional employees will be distributed to each school at the beginning of each school year.

B. Extended Contract

Any professional employee whose contract extends beyond 201 days, but less than 12 months, shall be paid at the conclusion of the extended work period, or monthly.

Professional employees participating in paid summer work will be notified of the pay date no later than the first day of work.

Section 4 Confidentiality

The building principal or ~~his~~ a designee shall be responsible for distributing W-2 forms in such a manner so as to protect the privacy of the employee.

~~Section 5 Paid Supplemental Duties~~

~~The compensation for the professional employees who direct paid supplemental duties shall be as shown below:~~

~~High school football coaches will receive one half of his/her supplemental pay in August as designated on the teachers' pay schedule. This payment will only include payment for the football supplement and will not include any other supplemental pay due. The remainder of the football supplement will be paid in the same manner as all other supplements.~~

~~Section 6 Department Chairpersons and Team Leaders~~

~~Grade level chairpersons of elementary schools, subject area department chairpersons of secondary schools (grades 6-12) and grade level team leaders of middle schools confirmed by the principal shall be compensated at the rate of \$15.00 monthly for each teacher in their department or team other than the department chairman or team leader. These payments will be made in two equal installments concurrent with the end of each semester.~~

Section 7-5 Expenses for Traveling Employees

An employee required to travel to ~~more than one~~ a work assignment ~~on a given day~~ will be reimbursed for mileage beyond the base location at the federal rate. The base location is defined as an employee's first work location stop of the day.

Section 8-6 Summer School Teachers

The Board agrees to equalize the salaries of professional employees teaching summer school.

Section 9 Permit Teachers

~~Degree holding but uncertified persons filling a teaching positions under a permit shall be paid based on training and experience at the appropriate step of the salary index less \$1,500.00 on the step as indicated by the salary scale. Permit teachers shall not make contributions to the Tennessee Consolidated Retirement System (TCRS).~~

Section 10 School Based Technology

~~The designated school based technology support person shall be a professional employee and will be compensated at \$15 per certificated employee per school.~~

GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. Grievance shall mean an allegation by a professional employee (s) that a specific section(s) of this Memorandum of Understanding has been violated, misinterpreted or misapplied and has resulted in a personal loss or inequitable treatment of the professional employee(s).

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

- C. Class grievance shall mean a grievance affecting more than one professional employee.

Section 2 – Levels

A. Informal Level

The parties hereto acknowledge that it is ~~most~~ desirable for a professional employee and ~~his-the~~ supervisor immediately involved to resolve problems through free and informal communications. A professional employee must ask for an informal meeting with the immediate supervisor within 20 days from the time the professional employee knew of the incident. A professional employee who has a grievance shall meet with ~~his-the~~ immediate supervisor to discuss the grievance in an attempt to resolve the matter informally. When the professional employee requests such a meeting, the professional employee shall inform ~~his-the~~ immediate supervisor in writing that the meeting constitutes the informal level of the grievance procedure.

B. Formal Levels

Level 1 – Immediate Supervisor

If the matter is not resolved to the satisfaction of the professional employee at the informal level, within five days of the informal discussion ~~his-the~~ grievance shall be set forth in writing to the immediate supervisor on the Grievance Form. The immediate supervisor shall arrange for a meeting to take place with the grievant to discuss the grievance within five days of receipt of the grievance.

The immediate supervisor shall communicate ~~his-a~~ decision, with reasons, to the grievant in writing within five days of the grievance meeting.

Level 2 – Superintendent

The professional employee, no later than five days after receipt of the immediate supervisor's decision, may appeal the decision to the Superintendent or the Superintendent's his designee. The appeal to the Superintendent must be made in writing on the Grievance Form. The Superintendent or designee shall arrange for a meeting to take place with the grievant to discuss the grievance within ten days of receipt of the grievance.

The Superintendent shall within seven days of the grievance meeting communicate his-a decision, with reasons, in writing to the professional employee and the immediate supervisor.

Level 3 – Arbitration

In the event the issue is not resolved at Level 2, or if the time limit expires without the issuance of the Superintendent's written reply, then the professional employee may, within ten calendar days thereafter, give written notice to the Superintendent's Office of the professional employee's desire to submit the matter to advisory arbitration, whereupon the parties shall jointly request the Federal Mediation and Conciliation Service to supply a list of seven names from which to select an Arbitrator. Within ten days of receipt of such list, an authorized representative of each party shall meet in person or by telephone, and alternately strike names in rotation until only one name remains. The parties shall determine by random selection who shall strike the first name, and then the other party shall strike the second name, and so on until the selection process is completed. The person shall be commissioned to hear the dispute and shall operate under the following guidelines.

- A. The Arbitrator's consideration shall be limited to the terms of this Memorandum of Understanding.
- B. The Arbitrator shall have no jurisdiction over any dispute not deriving from the specific terms of this Memorandum of Understanding. The Arbitrator shall not have power to alter this Memorandum of Understanding.
- C. Neither the Board nor the professional employee shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party, at least seven days prior to the arbitration hearing.
- D. At least ten days prior to the arbitration hearing each party shall submit to the Arbitrator and to the other party a written submission which shall include:
 1. A statement of the issue(s).
 2. A summary of the relevant facts.

3. Position of the party on the grievance
 4. A list of witnesses.
- E. The fees and expenses of the Arbitrator will be shared by the two parties equally.
 - F. If an advisory arbitration decision is contested, then the issue may be brought to the collaborative conferencing table for further discussion.
 - G. The Arbitrator's decision shall be advisory only and shall be submitted to the School board to assist it in making a final determination. The Board's decision shall be given within thirty days of the receipt of the Arbitrator's findings.

Level 4 – School Board

If the dispute is not settled at level 2 and if the professional employee does not ask for arbitration, the grievance may be advanced directly to the Board of Education. Within ten days after the professional employee receives the written decision from Level 2, the professional employee may request a review by the Board of Education. The Board shall review the case at its next regularly scheduled monthly meeting provided, however, that if the request for a review is not received earlier than ten days before the next regularly scheduled monthly meeting, the Board of Education shall review the case at its following regularly scheduled monthly meeting. The Board of Education shall issue a written decision within ten days of its review, with copies to the aggrieved and the Superintendent.

Section 3 – Advanced Step Filing

- A. In the event that the immediate supervisor of a professional employee is the Superintendent of Schools, the first formal level shall be the Superintendent's level.
- B. The first formal level for class grievances which involve professional employees from two or more locations shall be the Superintendent's level.

Section 4 – Provisions Governing the Grievance Procedure

- A. A grievant may, ~~at his option~~ upon request, be represented by a Professional Employees' Organization representative at all formal levels of the procedure. The individual hearing the grievance may, upon request ~~at his option~~, have a representative present during the formal levels. A professional employee who requests a representative shall not be required to discuss any grievance in the absence of the representative.

- B. Any resolution of a grievance shall not be inconsistent with the terms of this Memorandum of Understanding.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.
- D. No reprisals shall be taken by the Board or Administration against a professional employee for ~~his~~ participation in a grievance.
- E. If the Board requires that a professional employee be away from ~~his~~ an assignment due to the processing of a grievance, the professional employee shall suffer no loss of pay or benefits.
- F. It is understood that the grievant shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.
- G. A grievance may be withdrawn at any level without establishing precedent.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall result in the grievance being considered void.
- I. Notices of hearing dates, acknowledgements of the date of receipt of grievances, and decisions rendered must be in writing.
- J. For all grievances at level two or three, grievance notices or decisions shall be sent by certified mail.
- K. A grievance, to be considered under this procedure, must be properly initiated by the professional employee within twenty days from the time the professional employee knew of the incident or should have known of the incident which caused the grievance.
- L. All formal grievance(s) must be submitted on the Grievance Form.
- M. The time limits prescribed in this procedure may be extended by written mutual consent.

N. Withdrawal of a grievance at any level shall not indicate acceptance of the decision at that level.

Insurance

All insurance plans will be in compliance with all state and federal laws.

Section 1 – Comprehensive Medical Insurance

The Board agrees to provide three comprehensive medical insurance plans from which full-time professional employees may choose. Professional employees will be allowed to choose the plan that meets their individual and family needs. The Board will pay a portion of the cost of the Professional employee's plan. The professional employees will be permitted to purchase dependent coverage through the plan. Please see rate table and plan description documents at www.hcde.org/benefits.

Section 2 – Life Insurance

Each eligible professional employee shall be provided a group term life insurance policy in the amount of ~~\$20,000~~\$40,000, to include double indemnity in the event of accidental death, dismemberment benefits, and waiver of premium in the event of a professional employee disability. Please see plan document at www.hcde.org/life for detail information.

Section 3 – Liability Insurance

Use of individually owned vehicles is not covered by the Board's Liability Insurance plan. Professional employees should not use their vehicles for school transport of students for HCDE related activities except in emergency situations.

When a professional employee must transport students in a school owned or rented vehicle for use while on a Board-approved event, the professional employee shall be covered by the Board of Education provided Liability Insurance Plan.

Section 4 – On-the-Job Injury

Risk Management Operation Procedures are posted on the Risk Management Section of @hcde.org and available at each school facility. "HCDE has elected an OJI program in lieu of Tennessee Worker's Compensation Law."

Absence due to an injury or violent criminal act incurred by a professional employee while performing duties within the course and scope of ~~his~~his/her assignment which renders the professional employee unable to perform normal duties shall not be charged against the professional employee's accumulated sick leave to a maximum of twenty (20) working days per separate incident, provided that the professional employee alleging such injury files or causes to be filed a completed copy of the specified OJI report form with the Risk Management Office within five (5) working days of the incident. If the injury occurs while the professional employee is on a Board approved activity outside of the District, the professional employee shall file or

cause to be filed the OJI report within five (5) working days of the return date. The Board reserves the right to require a physician's statement to verify the professional employee's inability to perform normal duties.

Failure to file a First Report of Occupational Injury or Illness report within the five (5) working day period following the incident or diagnosis shall relieve the Board of any responsibility under this section. Forms are available at each building site or on the HCDE website.

The Board agrees to pay all medical expenses directly related to the on-the-job injury as directed by the treating, occupational medicine physician assigned by the school system.

For purposes of this section, treatment of documented pre-existing conditions, injuries resulting from professional employee horseplay or fighting, assault (covered under Article XI), violation of safety rules and drug and alcohol policy are excluded.

If the injury requires that a professional employee be absent from assigned duties for more than twenty (20) working days, the professional employee has the option to either:

1. use accumulated sick leave days or
2. receive weekly OJI compensation equivalent to those payable under the State of Tennessee Worker's Compensation law.

On-the-Job Injury coverage shall begin upon arrival at the work site and continue until the professional employee leaves the work site while performing duties normally associated with the professional employee's position and/or duties which have been previously assigned or permitted by the professional employee's supervisor.

If a professional employee has been receiving OJI benefits for twelve (12) months, the professional employee shall apply for long-term disability benefits. If approved by the carrier, the professional employee shall accept long-term disability benefits and all on-the-job benefits will cease.

Section 5 – Long Term Disability Insurance

The Board shall provide to each professional employee a long-term disability insurance program. Its provisions will include the following:

- A. Benefits shall begin after an elimination period of six (6) months.
- B. Benefits shall be 66 2/3% of professional employee's monthly earnings to a maximum of \$4,000, less other disability income.
- C. If a disabled professional employee can work part-time for rehabilitation, the monthly indemnity is reduced by 60% of any compensation received.

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

For detailed information about the long-term disability plan, please see the plan document at www.hcde.org/ltd.

Section 6 – Description of Insurance Coverage

The Board shall provide each new eligible professional employee with an application form and a description of the insurance coverage within twenty (20) calendar days of the date of employment. The description shall include a statement of conditions and limits of coverage. If a change in coverage is made, all participating professional employees shall receive written notification of the change thirty (30) days before the change takes effect. The Board shall provide all participating professional employees with a yearly update of any changes in the insurance plan during open enrollment.

Section 7 – Enrollment for Insurance/Dental Coverage

For all eligible professional employees there shall be an open enrollment period of the medical plan, life insurance plan, and the dental reimbursement plan beginning the first workday and ending thirty (30) days thereafter, or thirty (30) days after Board approval of employment, whichever is longer. New professional employee health coverage will begin the first of the month following the completion of sixty (60) days of full-time employment provided the professional employee is actively at work on the date of enrollment. The first contribution will be automatically deducted from the professional employee's paycheck approximately two weeks after eligibility date.

- E. Medical and Dental Reimbursement Plan - If the professional employee does not elect the coverage available to him/her, his/her spouse, and/or his/her dependents when first eligible, he may do so during the annual open enrollment period or within 30 days following a qualifying event as defined in section 125(c) of the IRS Tax Code.
- F. Life insurance – Enrollment for optional life insurance after the initial enrollment period will require evidence of insurability.

Section 8 – Health Insurance for Disabled Professional Employees

A professional employee who leaves service as disabled under the terms of the Tennessee Consolidated Retirement system will continue to be covered under then existing medical insurance for up to 30 months from date of disability retirement, or the effective date of Medicare (or its replacement), whichever is earlier.

Section 9 – Health Insurance for Retired Professional Employees

The Board shall provide individual health insurance for eligible professional employees who retire. The specification of the plan shall be in accordance with Section 1 of this Article. To be eligible for this coverage, a professional employee must be between the age of 55 and the age at which they become eligible for Medicare or have at least 30 years in the Tennessee Consolidated Retirement System. The professional employee must also have at least 20 years of service in the Hamilton County School System. Up to 20 days of accumulated sick leave may be used as credited service time for the purpose of qualifying for the 20 years of service in the Hamilton County School System retirement insurance benefit. Professional employees must notify the Human Resources department on or before February 1. Any professional employee who fails to notify Human Resources of their intent to retire on or before February 1 must meet with the superintendent to discuss their service time. A retired professional employee who meets the requirement of age and has between 10 and 19 years in the Hamilton County School System is entitled to this benefit but must pay 40% of the current health insurance cost per month.

The individual health insurance program available for retirees shall be the same as that available for active professional employees, including the terms, conditions, benefit structure and professional employee contribution.

Section 10 – Continuation

Professional employees on FMLA leave shall continue to have Board contributions made in accordance with applicable law.

Professional employees on FMLA leave that have exhausted paid leave shall make payments to the Professional employee Benefits Department for any insurance payroll deductions (professional employee contributions) missed while on unpaid FMLA leave within thirty (30) days of the missed payroll deductions (professional employee contribution).

Professional employees on Superintendent-approved unpaid non-FMLA leave shall have the option to continue COBRA eligible benefits (<http://www.hcde.org/benefits/cobra>) by electing COBRA continuation coverage. Life insurance may be continued through the HCDE life insurance carrier. Contact the Professional employee Benefits Department for more information.

Section 11 – Family Coverage

Professional employees shall be able to purchase family comprehensive health coverage as discussed in Section 1 and have the monthly premiums deducted from their paychecks.

When both spouses are full-time professional employees, only one professional employee shall cover dependent children. The enrolling professional employee must notify the Benefits Department that both spouses are full-time professional employees.

All spouses covered on HCDE health plans must complete a spousal coverage affidavit each year during open enrollment and after a qualifying event. Spouses that have access to health insurance through their employer are not eligible for HCDE health plans.

Section 12 – Insurance Committee

An Insurance Committee composed of three members selected by the superintendent and three members selected by the Professional Employees Organization shall meet as needed, or at least annually, to discuss issues related to insurance. This committee will report to the PECCA committee after each meeting.

Section 13 – Duration of Coverage

Board-provided insurance programs as specified in this Article shall be for the duration of this MOU.

Section 14 – Appeal Process

Information on the appeals/grievance process regarding insurance claims can be located at www.hcde.org/benefits.

~~Blue Cross Blue Shield of Tennessee Plan – Grievance process begins on page 38 of the document.~~

~~Cigna Network Plan (Network AS06.pdf) – Appeal process begins on page 45~~

~~Cigna High Deductible Plan (HDHP ASOS.pdf) – Appeal process begins on page~~

~~50~~

Fringe Benefits

Section 1 Extra Curricular Admissions

Professional employees shall be admitted free of charge, with school ID, to all regularly scheduled HCDE extracurricular events held on HCDE property, excluding TSSAA playoff events.

Section 2 Flexible Benefits Plan

The Board shall provide a Flexible Benefits Plan to be in compliance with Section 125 of the Internal Revenue Code available to all eligible professional employees. This plan shall provide opportunities to elect supplemental insurance, and opportunities to tax shelter health insurance premiums, unreimbursed medical expenses and qualified dependent childcare expenses. This plan is voluntary for all eligible professional employees.

Section 3 – National Board Certification

~~Upon presenting appropriate documents of certification to the Human Resources Division, certified professional employees who have received National Board Certification shall receive a supplement of up to \$4,000 for each year that they maintain their NBCT certification in Hamilton County Schools"; One half of the payments will be made concurrent with the end of each semester.~~

Section 4 – Retirement Incentive

~~On or before March 1 of the year, the Board and representatives of the Professional Employees Organization shall meet to discuss a retirement incentive; any such incentive shall be conferenced with the Professional Employees Organization.~~

Section 5-3 Attendance Bonus

A. Personal Leave

At the end of each school year, two days of unused personal leave shall be credited as sick leave. Professional employees shall be paid \$75.00 for the third unused personal leave day.

B. Sick Leave

In recognition of faithful attendance over the course of a teacher's career, the Board will pay a bonus of \$20 per unused sick leave day accrued by a teacher at the time of his or her retirement; provided, however, that the bonus will be \$40 if the teacher submits their notice on or before February 1 and completes the remainder of their contract; and further provided that the administration shall not report this bonus to the Tennessee Consolidated Retirement System as part of the teacher's final compensation.

Section 6 – Professional Development Compensation

~~Professional employees will be paid a minimum of \$20.00 per hour for professional development outside the regular school day and/or school calendar pending available funding.~~

Section 4 – Classroom Preparation

Professional employees may choose to work an optional 7.5 hours to individually prepare for the opening of a new school year. This time may be used to prepare the physical classroom environment, planning, or to prepare instructional materials and resources for use with students. Professional employees opting to work this time will receive \$75.00 upon submitting documentation to the building administrator.

Section 5 – Dental Expense Reimbursement Plan

The Dental Reimbursement Plan will meet the following specifications:

- A. The Dental Expense Reimbursement Plan benefit period is July 1 through June 30.
- B. The plan becomes effective for full-time employees and their dependents upon the date they become eligible for employee health insurance. To participate, an employee must complete the Enrollment Form. If additional dependents are acquired, they may be added to the Plan within thirty working days of the date of acquisition. New employees must enroll during their initial orientation period. Coverage will be effective on the 1st of the month following the 60th day of employment. All employees shall sign either the Enrollment Form or a waiver of benefits form. Eligibility is discontinued effective on the last day of the month that the employee separates.
- C. Dependents shall be defined the same as in the employee's medical plan. An employee need not have dependent health coverage to receive dependent dental reimbursement.
- D. The Dental Expense Program will pay eighty percent of the first \$250.00 of any dental expense and then fifty percent of any additional expenses up to \$1,000 maximum reimbursement per program year per covered individual for dental expense not covered under the employee medical plan. The plan is secondary to any other dental plan and to our own health plan.
- E. All dental procedures are covered dental expenses if provided by or under the direction of a dentist licensed to practice by the state in which he or she practices.
- F. An employee must complete a dental reimbursement request form and submit the completed form to the Benefits Office with a paid cash receipt, charge card receipt, or canceled check, within 180 calendar days of service to be eligible for reimbursement.

- G. Reimbursement shall be made within twenty working days from the date proof of payment and reimbursement form is received by the Benefits Office.
- H. The plan will continue in effect for current employees and their dependents. New employees and their dependents will become eligible upon the day they qualify for medical insurance. Any changes in this plan will be developed through the collaborative conferencing process. Employees will be notified of changes at least one (1) month in advance of the effective date of change.

Working Conditions

Section 1 – Workday for Professional Employees

The normal workday for professional employees shall be seven ~~and one-half (7.5) hours~~ hours. Workday shall mean the length of time a professional employee is required by the immediate supervisor to be at an assigned work location(s). Professional employees may be assigned duties beyond the normal workday, provided, however, that such duties shall be distributed on an equitable basis, as determined by the principal and the faculty. Professional employees will report to work 15 minutes prior to the beginning of the student day and remain 15 minutes beyond the end of the student day.

Section 2 – Definition

~~Workday shall mean the length of time a professional employee is required by his immediate supervisor to be at his assigned work location(s).~~

Section 2 – Duty

Professional employees may be assigned required duties beyond the normal workday. Such duties shall be distributed on an equitable basis and determined by the principal and the faculty. Equitable shall not mean all professional employees are on duty simultaneously.

Section 3 – Teacher Load

~~The principal shall provide the following for professional employees in the building if this can be accomplished with the staff assigned to his building:~~

- ~~A. Professional employees on the secondary level shall be afforded fifty-five minutes of daily individual duty-free planning time during which professional employees shall have no other assigned duties or responsibilities of a non-instructional nature. Professional employees on the elementary level shall be given at least 2 1/2 hours of individual planning time each week during which they shall have no other assigned duties or responsibilities other than planning for instruction. This preparation time shall occur during no less than two days and shall consist of a minimum of 30 consecutive minutes per planning period. Duty-free planning time for professional employees is to be used for activities directly related to the instructional program.~~
- ~~A. A daily teaching load not to exceed five hours of pupil contact per day for all professional employees in a middle or senior high school.~~
- ~~A. Professional employees shall not be required to complete monthly attendance forms or transportation reports except as required by law.~~

Section 3 – Planning Time

Professional employees shall be afforded 2 ½ hours of self-directed planning time each week during which they shall have no assigned duties or responsibilities of a non-instructional nature. This preparation time shall occur during no less than two days and shall consist of a minimum of 30 consecutive minutes per planning period.

Self-directed planning time for professional employees is to be used for activities directly related to the instructional program. Professional employees may elect to use this time to individually or collaboratively study standards, analyze student data and work samples, plan new lessons and units, or prepare materials for instruction.

Section 4 – Duty Free Lunch

A daily duty-free lunch period equal in length to the scheduled student lunch period at the school shall be provided for professional employees.

Professional employees shall not be required to attend conferences during duty-free lunch.

A professional employee may leave the building or grounds during the duty-free lunch period.

Section 5 – Professional Employee Response

Professional employees utilizing duty-free time shall be required to respond to an emergency situation when so directed by the principal. Principals shall minimize disruptions to professional employees' planning time caused by activities during the school day.

Section 6 – Effective Learning Environment

~~The principal is to designate at the beginning of the school year at least one (1) cumulative workday for classroom preparation.~~

Section 7 – Faculty Meetings

~~By the end of the first week of the school year, the faculty shall determine the regular schedule for faculty meetings. This shall not preclude the principal from calling faculty meetings necessitated by an emergency situation.~~

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

- ~~1) A maximum of four meetings per calendar month may be held.~~
- ~~2) Faculty meetings shall not exceed two hours during a calendar month. However, no meeting shall exceed one hour in length. If a meeting is to be held for an hour, the principal shall give the faculty a 48-hour advance notice. Meetings held after the end of the~~

~~student school day shall start no less than 20 minutes after all classes are dismissed.~~

- ~~† Faculty meetings held before school shall begin no earlier than 60 minutes before the start of school and shall not exceed 45 minutes. In no case may a faculty or department meeting begin before 7:00 AM.~~
- ~~† 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. These items will be discussed after the conclusion of the administrative agenda. This additional time shall not be counted towards the monthly total, and professional employees may only be asked to stay on a voluntary basis.~~
- ~~† Morning meetings shall not be scheduled on Monday or on any day immediately following any holiday or other day upon which professional employee 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 professional employee attendance is not required at school.~~

Section 6– Meetings Before or After the Workday

Professional employees shall not be required to attend more than four hours of meetings per month before or after the regular workday. This shall mean meetings of any kind scheduled in addition to the 7.5 hour workday including, but not limited to, leadership team, instructional committees, RTI team, faculty meetings, professional development, etc.

A. Guidelines for all Scheduled Meetings

1. In no case may a meeting begin before 7:00AM.
2. 48 hours advance notice given in writing
3. Afternoon meetings shall not be scheduled on Fridays or any day immediately preceding any holiday or other day upon which professional employee attendance is not required at school.

B. Guidelines for Faculty Meetings

By the end of the first week of the school year, the faculty shall know the regular schedule for faculty meetings. This shall not prevent the principal from calling faculty meetings necessitated by an emergency situation.

Meetings held after the end of the student school day shall start no less than 20 minutes after all classes are dismissed.

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. These items will be discussed after the conclusion of the administrative agenda. This additional time shall not be counted towards the monthly total, and professional employees may only be asked to stay on a voluntary basis.

Section 8-7 – Inclement Weather

When it is necessary to adjust the student school day due to inclement weather, the professional employee workday will be adjusted accordingly unless otherwise directed by the Superintendent or ~~his~~ a designee.

Section 9-8 – Itinerant Professional Employees

Itinerant professional employees shall serve extra duties at one school. The school in which the itinerant professional employee is scheduled to serve the greatest amount of time shall be the base school. If an itinerant professional employee serves equal amounts in two or more schools, Human Resources shall determine the base school.

Section 10-9 – Notification of Absence

~~As long as the automated substitute system is operational, professional employees shall be required to enter the absence in order to secure a substitute. If the automated substitute system is not operational, the professional employees are required to make a telephone call to the designated individual. If notification of the professional employee's absence to the automated substitute system is not made prior to 60 minutes before the beginning of school, the professional employee is required to call the school to report their absence. All schools shall have a form of answering service during this 60-minute notification period. Professional employees with prescheduled school events must enter the absence a minimum of one week in advance of the event. As a professional courtesy, professional employees are expected to notify the principal or designee anytime they will be absent from school.~~

Professional employees are expected to notify an administrator any time they will be absent from school.

As long as the automated substitute system is operational, professional employees shall be required to enter the absence in order to secure a substitute. If notification of the professional employee's absence to the automated substitute system is not made before midnight, the professional employee is required to call the administrator or designee to report their absence.

Professional employees with prescheduled school events must enter the absence a minimum of one week in advance of the event.

Section 11-10 – Solicitations

Professional employees shall not be required to attend sales presentations or solicitations involuntarily at any time. This does not include presentations approved by the Superintendent which are related to the professional employee benefit program.

Section ~~12-11~~– Professional Development

All local professional development will be scheduled to occur on days

- (1) identified as staff development days, or
- (2) after the end of the regular school day or
- (3) during the time when regular school is not in session.

Professional employees will receive electronic notice of workshops from the host.

The professional employee lunch period will be a minimum of one-hour on staff development days if lunch is not provided. The professional employee workday may be extended to maintain the 7.5 workday while allowing for a longer lunch period than usual.

Section 12 - Professional Employee Safety and Legal Protection

A. Safety of Working Areas

It shall be the obligation of the Board to ensure areas and facilities in which professional employees are assigned are safe and nonhazardous. It shall be the obligation of each professional employee to perform assigned duties in a manner which is safe and nonhazardous.

B. Suspected Unsafe Conditions

A professional employee who suspects that an unsafe situation exists shall immediately inform his/her immediate supervisor. The immediate supervisor shall evaluate the situation and determine any corrective action, if needed. If the situation poses immediate harm to a professional employee or student, the professional employee will first take needed preventive action and then notify his/her immediate supervisor.

C. Use of Reasonable Force

If within the scope of his-an assignment the safety of a professional employee or student is threatened by a real and present danger, a professional employee may use reasonable force as necessary to protect himself and/or a pupil from attack, to protect another professional employee or property, or to obtain possession of weapons or other dangerous object. Professional employees shall immediately report incidents of this nature to their immediate supervisor.

D. Physical Assault on a Professional Employee

In the event that a professional employee, while performing assigned duties, suffers bodily injury as a direct result of a physical attack upon the professional employee the Board shall provide the following benefits to the employee:

1. Legal counsel to advise the professional employee of ~~his~~-his/her legal rights.
2. The Board shall reimburse a professional employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectible insurance in effect at the time of the attack.
3. When absence from assigned duties is directly caused by such bodily injury, the professional employee shall receive regular salary and benefits for the period of such absence up to 20 working days per separate incident and shall not forfeit any accumulated leave.
4. The Board shall assume medical costs beyond the professional employee's insurance coverage incurred by a professional employee as a result of such bodily injury.
5. The providing of the benefits specifically described above shall be the sole obligation of the Board under this section.

E. Conditions for Providing Benefits

The Board's providing of the benefits described in section four are conditioned upon any or all of the following as applicable:

1. The professional employee promptly files an incident report or official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in the matter.
2. The Board shall receive a notarized statement from the professional employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack.
3. The Board shall receive a statement from a medical doctor attesting to the professional employee's inability to return to work.

F. Reimbursement for Personal Property

The Board agrees to reimburse professional employees for the replacement of personal property stolen, damaged or destroyed while the professional employee was discharging ~~his~~ duties within the scope of ~~his~~-an assignment. The Board shall provide this reimbursement only if the professional employee immediately informs ~~his~~-his/her supervisor in writing of the loss and presents a notarized statement to the Risk Management Department within ten (10) calendar days of the loss stating the circumstance of the loss and the estimated replacement or repair cost. No professional employee shall receive more than \$300.00 per fiscal year under this section. The reimbursement provided by the Board shall be in addition to any valid and collective insurance in effect at the time of the loss.

G. Legal Action Against a Professional Employee

When a suit for damages is instituted against a professional employee, resulting from an alleged wrongful act by the professional employee in the performance of assigned duties, the Board shall provide the professional employee with legal counsel and indemnification up to the limits of and in accordance with the Board's Educational Liability Policy in effect at the time of the occurrence. The Board shall also pay the retainer fee provided for in the Policy. However, the Board shall have no obligation to provide any such legal counsel or indemnification in the event that the Board is the plaintiff in the suit against the professional employee or a Court or a jury determines that the professional employee was guilty of negligence or intentional wrongdoing. In no event shall the Board be obligated to indemnify the professional employee for any punitive or exemplary damages awarded in such a suit.

Section 13 - Personnel Files

A. Content Guidelines

The Board shall not establish any separate personnel file that is not available for the professional employee's inspection.

B. Maintenance of Files

A professional employee shall be given a copy of any written letter of reprimand placed in the professional employee's file by a supervisor at the time it is placed in the file. The professional employee also shall be given a copy of any letter of criticism placed in the professional employee's file, which is directed to the immediate supervisor, the Superintendent, or the Board concerning said professional employee's performance.

A professional employee shall be given the opportunity to rebut any letter of reprimand or criticism placed in the professional employee's file by attaching ~~his~~-his/her own statement to the letter of reprimand or criticism within ten (10) working days of its placement in the file. The professional employee may add additional statement(s) later if new information related to the incident is developed.

The Superintendent will designate those administrative personnel who shall have access to the files of those professional employees under their direct supervision. A log (name and date) shall be maintained for others who review the files. Such log shall be available for examination by the professional employee.

C. Access to Files

A professional employee shall have the right, with prior appointment, to review the contents of ~~his~~-his/her personnel file and to reproduce any documents contained therein. However, unless unusual circumstances exist, review of the file shall be granted within

two workdays of the request. The professional employee shall have the right to have a representative accompany him during such a review.

The Board shall release to credit agencies only the present employment of a professional employee and ~~his/her~~his length of service in the system. Additional salary and personnel information shall be released upon written authorization from the professional employee, or in accordance with Tennessee Public Records Law.

The Board shall verify to another school district or employer a professional employee's work experience in the system.

Materials may be permanently removed from the professional employee's file only with the prior notification of the professional employee. If the professional employee objects to the removal and said materials, he may place a written statement of ~~his/her~~his objections in ~~his/her~~his file.

The Human Resources office, upon authorization from the Superintendent, shall provide properly identified law enforcement personnel with a professional employee's address, work location, and dates of employment. Information in addition to this shall be released only upon presentation of an appropriate court order.

All personnel file reviews shall be conducted in the presence of the ~~Personnel Officer~~Chief Talent Officer or ~~his-a~~designee.

D. Use of Files

In the event that the School Board is to take disciplinary action against a professional employee based on material in the personnel file, the professional employee shall be given at least three workdays notice, except in cases of emergency, prior to the Board meeting concerning the material contained in the personnel file. The School Board shall not take action against a professional employee based on material contained in a professional employee's personnel file unless the material was placed in the file within a reasonable time after the incident became known to the professional employee's supervisor(s).

E. Notification of Removal

Any notification in the file relating to the permanent removal of material from the file shall also be removed. Such notations shall not be recorded in the future.

Section 14 - Student Discipline Procedures

A. Board and Professional Employees Organization Responsibility

The Board recognizes its responsibility to maintain and approve student discipline procedures. The elected representatives agree to assist the Board in the development of student discipline procedures.

All schools and the elected representatives shall receive one copy of the system's School Safety Plan.

B. Local School Discipline Procedures

The local school administrator shall have the overall responsibility for student discipline in the building(s), on the school grounds, and for school activities.

It shall be the responsibility of the building principal, working in cooperation with the faculty to develop, publicize, and enforce such building rules and regulations for student discipline as may be required to contribute to the orderly operation of the school. The principal will request assistance, he/she deems appropriate, for serious disciplinary problems.

C. Classroom Discipline Procedures

Maintenance of proper student behavior is primarily the responsibility of the professional employee. A professional employee may request assistance from the principal or his/her designee when behavior of a student interferes with classroom instruction. Except in the case of a sudden, unexpected discipline problem, the professional employee shall document disruptive student behavior to assist the principal or his/her designee.

1. The professional employee may temporarily remove a student from the class by referring the student to the designated administrator when the seriousness of the offense or the persistence of the misbehavior has an adverse effect on the learning environment. In such cases the professional employee shall brief the administrator or his/her designee of the incident on the standardized Discipline Referral Form. The principal or his/her designee will take appropriate action. The professional employee shall be informed of the disposition of each case.
2. The professional employee may request that a conference be held prior to the student's readmission to class. This conference may include the principal or his/her designee, parent(s) or legal guardian(s), the student, and the student's teacher(s). In the event that a conference cannot be held within one school day, the administrator may return the student to class pending the outcome of a conference. If a mutually agreeable solution cannot be reached, the principal or his/her designee will make the final disposition of the matter.
3. If the misbehavior consists of a verbal assault and/or threat against a professional employee, the professional employee shall report the incident as soon as possible to the professional employee's immediate supervisor, or his/her designee, who shall immediately remove the student from class, investigate the incident, and take

appropriate disciplinary action against the student. The professional employee shall provide the supervisor, or his/her designee, with a written statement of the incident as soon as possible.

4. If a professional employee is physically assaulted by a student or visitor, the principal or his/her designee shall call the police and take other appropriate action. The professional employee is encouraged to file a police report of the incident and to follow-up by filing charges with the appropriate court against the student or visitor.

D. Self Defense

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

In each instance in which a professional employee uses self-defense, the professional employee shall inform the principal at the earliest practicable and reasonable time of such action and shall make a complete and objective written report not later than the end of the next workday.

Section 15 - Professional Employee Relations

A. Equitable Treatment

The Board shall promote fair and equitable treatment for all professional employees.

B. Non-discriminatory Practice

There shall be no discrimination based on race, creed, color, religion, national origin, age, gender, marital status, or disability.

There shall be no discrimination against any professional employee because of his/her membership, or participation in a professional education organization, collaborative conferencing, or institution of any grievance(s), complaint(s), or proceedings under this Memorandum of Understanding, School Board policy, or law with respect to any terms or conditions of professional employment.

C. Professional Employee Disciplinary Procedures

The purpose of this section is to provide a procedure for progressive, positive remediation of unacceptable professional employee behavior.

The principal shall notify the professional employee of any alleged deficiencies and indicate a reasonable period to correct the stated deficiencies.

A professional employee may request, and have present, a representative during a disciplinary meeting. This includes when he/she is being issued a reprimand, or formally disciplined for any infraction of rules, or delinquency in professional performance.

If a supervisor should determine that a professional employee is to receive a warning, an oral reprimand or a written reprimand, the following procedures shall be followed.

1. Warning

The supervisor and professional employee shall meet and discuss the problem. The supervisor shall specify a time period in which the problem is to be corrected. The two individuals shall jointly sign an Employee Relations Form indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the professional employee's personnel file.

Both the supervisor and professional employee shall be entitled to have a representative present at an oral reprimand and written reprimand meeting.

2. Oral Reprimand

The supervisor shall

A. meet with the professional employee

B. permit the professional employee to explain his/her ~~his~~ point of view

C. discuss the problem

D. state the corrective action to be taken, if any. The two individuals shall jointly sign an Employee Relations form indicating that such a meeting occurred and the date of the meeting. Such statement shall not be placed in the professional employee's personnel file.

A supervisor shall have the discretion, depending on the severity of the problem, to omit steps A and B.

3. Written Reprimand

The Supervisor shall meet with the professional employee and provide a written copy of

A. the violation

B. the corrective action to be taken

C. the consequence of further violations. The supervisor and professional employee shall sign and date the Employee Relations Form. The professional employee shall have the right to submit a written answer to the reprimand and ~~his/her~~his answer shall be attached to all copies of the reprimand.

No professional employee shall be discharged, suspended, formally disciplined, formally reprimanded, adversely evaluated, or deprived of any professional advantage without just cause. Just cause shall be given in writing to the professional employee.

D. Complaints

Any complaint regarding a professional employee made to any member of the administration by a parent, student, or other person, which may be used in any manner when evaluating a professional employee's performance shall be promptly investigated. Except in cases of a complaint that results in the involvement of HCDE Human Resources, state or federal agencies, the employee shall be given an opportunity to respond and meeting with the person making the complaint in order that he may rebut the complaint. If the person making the complaint refuses to participate in this procedure and no additional documented evidence supports the allegation, no reference to the complaint shall be placed in the professional employee's file. If a statement is to be placed in the personnel file, the professional employee shall acknowledge that he had the opportunity to review such complaint by affixing ~~his/her~~his signature to the copy to be files with the express understanding that such signature in no way indicates agreement with the content thereof. The professional employee shall also have the right to submit a written answer to such material and ~~his-the~~ answer shall be reviewed by the Superintendent or ~~his-a~~ designee and attached to all copies.

E. Suspension Without Pay

Suspension without pay will be no longer than 20 working days unless there is a pending legal investigation being conducted by any law enforcement agency, Department of Children's Services, the State Comptroller, or School Board counsel.

Leave

Section 1 – Sick

At the beginning of each school year, a professional employee shall be credited with one (1) sick leave allowance for each month of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. Sick leave shall mean leave of absence because of illness of a professional employee from natural causes, accident or quarantine or illness or death of a member of the immediate family of a professional employee, including the professional employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

A. Transfer of Sick Leave

Upon a professional employee's request, the Personnel-Human Resource Office shall inform all newly elected professional employees of the amount of transferred sick leave. The amount of transferred sick leave shall be included with accumulated sick leave on the professional employee's paycheck stub as soon as administratively possible.

B. Notification of Accumulation

Each professional employee shall be given a written accounting of accumulated sick leave days on each regular paycheck stub.

C. Sick Leave Bank

The Board and Professional Employees Organization agree to establish a sick leave bank in accordance with applicable state law and provisions as stated below.

1. Purpose

The purpose of the Sick Leave Bank is to provide sick leave to contributors who have suffered a serious illness, injury, disability or quarantine and whose paid leave is exhausted. Serious implies an unplanned life threatening or severely incapacitating condition for which extensive medical treatment or prolonged absence from work is necessary. Illness or medical problems of a short-term nature shall not be considered as serious.

2. Administration

The Sick Leave Bank shall be administered by a Committee of Trustees. The Committee shall be composed of five members appointed by the School Board, two members appointed by the Professional Employees Organization, and the Superintendent of Schools who shall chair the Committee.

3. Membership

Persons entitled to sick leave under TCA 49-5-710 shall become a member of the Bank by donating one day of accumulated sick leave. Certified professional employees must be eligible for membership in the Sick Leave Bank.

Professional employees shall be eligible to join one year after their hire date during their anniversary month (i.e., calendar month August, January, etc.) or any open enrollment period following one year of employment.

4. Rules

- A. A minimum participation of 20 members shall be required to establish the Bank.
- B. A professional employee who elects to participate in the Bank shall initially have one day of sick leave deducted from his/her personal accumulation and deposited to the Sick Leave Bank. Donations of sick leave to the Bank are nonrefundable and nontransferable, unless the Bank is dissolved.
- C. If at any time the number of days in the Sick Leave Bank is less than 20, or one per member if there are more than 20 members, or at any time deemed advisable, the Committee shall assess each member one or more days of accumulated sick leave. If a member has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the teacher.
- D. By written notice to the Trustees, a member may withdraw from Bank participation effective June 30 next. Membership withdrawal shall result in forfeiture of all days contributed.
- E. Members of the Sick Leave Bank shall be eligible to make application to the Bank for sick leave only after having been a member of the Bank for 30 calendar days.
- F. A participant shall not receive any sick leave from the Bank until after having exhausted all accumulated paid leave, including all paid Board extensions and then only after satisfying an unpaid 5-day waiting period.
- G. Leave grants from the Bank, recommended by the Board of Trustees shall be in units of no more than 20 consecutive days for the individual applicant. Applicants may submit requests for extensions of such leave grants before their prior grants expire. The maximum number of days any participant may receive in any fiscal year is 60. The maximum number of days any participant may receive as a result of any one or recurring diagnosed illness or accident is 90 days. Days from the Bank may not be utilized for those days when an employee would not receive pay. The Trustees may establish regulations restricting the number of days which may be withdrawn from the Bank by one member on account of one illness, particularly any known illness existing at the time the teacher elected to participate in the Bank.
- H. In the event a member is physically or mentally unable to make a request to the Sick Leave Bank for use of sick leave days, a family member or agent may file the request.
- I. All requests to utilize days from the bank shall be accompanied by a physician's statement, verifying the cause of the illnesses or injury and attesting to the

individual's inability to perform assigned duties. Refusal to supply such a statement shall result in the request being denied.

- J. For all pregnancy related requests, the employee's physician must certify that the employee is disabled and/or the pregnancy is at risk. The employee's physician must state specifically the employee's disability and/or reason for the high-risk pregnancy.
- K. Sick leave granted a member from the Bank need not be repaid by the individual except as all members are uniformly assessed.
- L. Grants of sick leave from the Sick Leave Bank shall not be made to any member on account of any elective surgery, or illness or any member of the participant's family, or during any period the member is receiving disability benefits from social security or the state or local retirement plan.
- M. A member shall lose the right to obtain the benefits of the sick leave bank by:
 - 1. Resignation or termination of employment.
 - 2. Cancellation of participation which is effective on June 30 next.
 - 3. Refusal to honor such assessment as may be required by the Committee of Trustees.
 - 4. Being on approved leave of absence with the exception of personal illness or disability leave.
 - 5. Retirement
- N. All actions of the Trustees shall require three affirmative votes and shall be final and binding.

5. Procedures

- A. Contributions to the Bank must be made on a Sick Leave Bank Donation Form.
- B. The Trustees shall act affirmatively or negatively on all applications within 10 calendar days of the application.
- C. At the request of a majority of the Trustees, an applicant may be required to undergo at his/her expense a medical review by a physician approved by the Trustees.
- D. Any person submitting a request to draw on the Bank must have made his/her proper contribution for the fiscal year in which the request is made.
- E. All records of the Sick Leave Bank shall be kept in the Finance and Human Resources Offices.
- F. Any days approved by the Trustees but not utilized by an individual shall be returned to the Bank.
- G. Pay for approved Sick Leave Bank days shall be made on the next regularly scheduled payroll date for that individual.
- H. Enrollment in the Bank shall be for the current year and subsequent years unless revoked in writing. Such cancellation shall be effective June 30 next.
- I. The Trustees of the Bank shall be responsible for developing all necessary forms for the implementation and administration of the bank.

- J. Each member shall sign an authorization form stating that they are aware of the provisions of the sick leave bank and also relieving the Board, the Professional Employees Organization and the individual Trustees from any liability as a result of action taken by the Trustees.

Section 2 – Personal

Each professional employee shall be granted a total of three (3) days of paid leave per school year employed, non-accumulative, for personal leave.

Personal leave may be used for personal reasons and can be taken at the discretion of the professional employee. However, use of personal leave is contingent on the professional employee securing a substitute job number. A professional employee shall not be required to give reasons for the use of any personal leave.

A professional employee planning to take personal leave shall request approval from his/her/his immediate supervisor at least one (1) working day in advance of his-the absence, except when conditions beyond the control of the professional employee do not permit such advance request. If one (1) working day advance request is not possible, the professional employee shall request approval as soon as possible. Personal leave shall be taken and charged in at least one-half (1/2) day increments.

The approval of the Superintendent, his-a designee, or the Board shall be required under the following conditions:

- A. If more than 10% of the professional employees in any given school request personal leave on the same day, the calculation of any major fraction shall be considered as one; and in schools of five professional employees or less, one may take personal leave at the professional employees' discretion.
- B. If personal leave is requested during any prior established student examination period.
- C. If personal leave is requested on the day immediately preceding or following a holiday or vacation period.
- D. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year.
- E. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

Section 3 – Professional

Additional paid professional leave beyond that provided in section on (1) of this Article may be granted, upon request, by the Superintendent or his-a designee.

Professional leave shall be used for activities which will benefit the educational program of the school district. A professional employee planning to take professional leave shall request written approval from his/her/his immediate supervisor at least five (5) working days in advance of his-an absence.

Professional leave shall be taken and charged in at least one-half (1/2) day increments.

Section 4 – Religious

A professional employee whose religious affiliation requires the observance of a regularly scheduled religious service during a professional employee's scheduled workday shall be granted paid leave for a maximum of two (2) days annually non-accumulative for such services. However, this leave shall not be interpreted to include wedding ceremonies.

The professional employee's immediate supervisor shall grant religious leave upon request, provided that the leave is requested at least one (1) working week in advance of the anticipated absence.

Religious leave shall be taken and charged in at least one-half (1/2) day increments.

Section 5- Jury and Legal

A professional employee called for jury duty or subpoenaed as a witness in court or required by the Board to appear in a court related proceeding during the workday shall suffer no loss in pay or leave days. Any fees or remuneration the professional employee received during such leave shall be turned over to the Hamilton County School System.

Please note that federal courts do not require an employer to pay any daily salary to a professional employee on jury duty. Further, local courts only require that a professional employee be compensated for the actual time they served on the jury and travel time. HCDE opts to pay the full daily salary for all professional employees reporting for jury duty regardless of time served, so the full compensatory check – including mileage and parking fees – should be turned in to the payroll department upon receipt.

Section 6 – Short-Term Military Leave

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

1. Professional employees desiring such leave shall write a letter to the Division of Personnel/Human Resources, giving dates and attaching a copy of pertinent orders, if any.
2. The leave shall not exceed 20 workdays annually. Annual leave or personal leave may be used to extend short-term military leave.

3. The leave shall be with full pay and benefits.
4. The professional employee shall be permitted to return to the position vacated.

Section 7 – Emergency

An immediate supervisor shall grant a professional employee paid emergency leave during the workday for a maximum of three (3) hours. Such leave shall be for a sudden, unexpected occurrence demanding immediate attention. Leave beyond three (3) hours shall be taken as personal leave, sick leave, or leave without pay.

Section 8 – Bereavement

- A. A professional employee shall be granted five (5) consecutive work days leave without loss of pay or benefits, and not chargeable to any other type of leave on the death of a parent or court appointed legal guardian, spouse, child of the professional employee, natural and/or adopted siblings, current parents-in-law, grandchildren, and grandparents if the leave is taken within seven (7) calendar days of the funeral or cremation.
- B. In cases of relationships other than those listed in paragraph 1, approval by the Superintendent may be granted as a special circumstance to attend memorial services where dependent children are involved, not to exceed three (3) consecutive work days.
- C. In the event of the death of a professional employee or student in the Hamilton County School System, and with the agreement of the Superintendent, the principal or immediate supervisor may grant to an appropriate number of professional employees sufficient time to attend the services.

Section 9 – Parental

- A. A professional employee shall be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of child bearing, adoption, and for the childcare aspects associated with a newborn infant. However, the professional employee shall be allowed to use all or a portion of her accumulated sick leave for maternity leave purposes during the period of her physical disability only, as determined by a physician; provided that the professional employee requests, in writing, to utilize accumulated sick leave and her physician provides written certification of her disability. Professional employees involved in adoption proceedings may use accumulated sick leave days not to exceed thirty (30) consecutive work days. In case of adoption, the professional employee must submit documentation from the adoption agency. If both parents are professional employees of the Hamilton County Department of Education, only one parent may take leave at a time.
- B. A professional employee may be granted an unpaid leave of absence for a maximum of twelve months for child rearing purposes or when legally adopting a child. However, child rearing leave shall be granted only for a professional employee's natural or legally

adopted child who is under the age of eighteen (18) or disabled and who is unmarried and living in the professional employee's household.

- C. When a maternity leave and child care leave run concurrently and exceed twelve (12) calendar months overall, the professional employee will not be automatically entitled to return to the position the professional employee vacated. Instead, the professional employee may apply for any positions in which he/she is interested and eligible, or his/her name will be entered on an unassigned list for placement in an available comparable position.

Section 10 – Military

A professional employee serving in any branch of the United States Military shall be granted an unpaid leave of absence for the period of time required by the United States Government.

Section 11 – Public Office

A professional employee elected to a public office shall be granted an unpaid leave of absence for the period of time that is required by the elected office.

Section 12 – Educational Improvements

Professional employees may be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of engaging in a program of studies related to his/her ~~his~~ professional responsibilities at an accredited institution of higher education. Official transcripts must be submitted to ~~the Personnel Division~~ Human Resources when returning from educational leave.

Section 13 – Recuperation of Health

A professional employee shall be granted a paid (when using accrued sick leave) or an unpaid leave of absence from a date certain to a date certain for a maximum of 12 calendar months for health recuperation purposes. The Superintendent reserves the right to request a physician's statement certifying that said leave is needed.

Section 14- Professional Employees Organization President

The Superintendent may grant the Professional Employees Organization President, upon request, unpaid leave of absence of 24 months upon taking office for the purpose of serving as Professional Employees Organization President. A professional employee who has served more than 12 months as Professional Employees Organization President shall return to the same or comparable position held immediately prior to serving as Professional Employees Organization President.

Section 15 – Overseas Teaching Leave of Absence

The Board may grant a professional employee ~~unpaid leave~~ without pay and benefits for overseas teaching in military or civilian schools on the elementary, middle, high or post-secondary levels; or the Peace Corps. Such leave shall be subject to the following:

- A. Leave will be for one academic year and may be renewed for one additional year.
- B. Return after leave for one academic year shall be to the professional employee's former position.
- C. Return after leave for more than one academic year shall be to a comparable position for which the professional employee is certified.
- D. Overseas teaching leave is limited to two academic years per occurrence.

Section 16 – Other Sufficient Reasons

The Board may grant a professional employee an unpaid leave of absence for a maximum of 12 calendar months for reasons other than those cited in sections ~~one-nine through six~~ through fifteen. The leave may not be taken for commercial endeavors or for personal convenience.

Section 17 – Requesting Extended Leave

A professional employee desiring to utilize an extended unpaid leave under this Article shall file a written request on the specified form with Human Resources at least 30 calendar days in advance of the anticipated starting date of the leave. The Superintendent may waive or reduce the 30 day notice.

If a professional employee is absent (whether in paid or unpaid status) for 10 consecutive work days, he/she shall complete the specified leave form and return it to the immediate supervisor who will forward the form to Human Resources.

Section 18 – Requesting Extensions of Leave

A professional employee already on Superintendent-approved parental leave, educational improvement leave, recuperation of health leave or other sufficient reason leave may request extensions of the original leave for a maximum of twelve (12) months.

Section 19 – Conditions of Leave

The following conditions shall apply to a professional employee on Superintendent-approved extended unpaid leave of absence:

- A. Experience for salary rating purposes shall not accrue, except for military leave. A maximum of five (5) years experience shall be granted for military leave.
- B. Sick leave days shall not accrue, but all accumulated sick leave days shall be reinstated upon return to service.

- C. The Board's contribution toward all fringe benefits will be terminated (except as provided for in Section ~~11-19~~ of this Article); however, the professional employee may continue COBRA eligible benefits by electing COBRA continuation coverage. Life insurance may be continued through the HCDE life insurance carrier. Contact the Employee Benefits Department for more information.
- D. The professional employee shall suffer no loss in the number of years of teaching experience previously established in Hamilton County.
- E. Professional employee seniority shall be adjusted when in non-pay status. In addition, a professional employee's Tennessee Consolidated Retirement System (TCRS) contributions and career ladder payments are adjusted when a professional employee is in non-pay status.
- F. If a professional employee requests to shorten his/her extended leave of absence, he/she shall be allowed to return to a vacant position for which he/she is certified, if available, until the end of the original leave date.
- G. If a professional employee (tenured or non-tenured) who is on a leave of absence is nonresponsive regarding their plans to work after two attempts by certified return receipt mail; they will be considered as having abandoned their job. Procedures for termination shall proceed according to T.C.A. 49-5-512

Section 20 – Family and Medical Leave Act (FMLA)

Professional employees eligible under the Family and Medical Leave Act of 1993 (FMLA) may be entitled for up to twelve (12) weeks of paid and/or unpaid leave annually, between July 1 and June 30, for the birth or placement of a child for adoption or foster care; to care for an immediate family member with a serious health condition; or to take medical leave when the professional employee is unable to work because of a serious health condition. ~~Paid leave (available sick leave, personal leave, accrued vacation) or unpaid leave shall be at the professional employee's option.~~

Family and Medical Leave shall run concurrently with Tennessee Maternity Leave, OJI, HCDE sick leave, personal leave, and/or paid vacation time. After using all accrued paid leave, then an employee's Family and Medical Leave shall be without pay. ~~Furthermore, leave shall be taken in no less than one-half (1/2) day increments.~~ Existing professional employee health insurance benefits shall be continued during FMLA leave as if the professional employee had continued to work provided that the professional employee continues to pay the required professional employee contribution. A professional employee requesting FMLA leave shall be provided written guidance concerning professional employee rights and obligations under FMLA. Eligibility for FMLA is contingent upon the professional employee having worked at least 1250 hours during the previous school year.

Section 21- Sabbatical Leave

A. Length of Leave

Upon written request the Board may grant sabbatical leave to a professional employee for a maximum of one (1) calendar year in order to pursue a program of studies at an accredited institution of higher education which will benefit the Hamilton County School System.

B. Provision of Leave

The following provisions shall govern sabbatical leave:

1. To be eligible for sabbatical leave a professional employee must have completed at least seven (7) consecutive years of service in the Hamilton County School System prior to starting the leave and must have received a Master's Degree prior to stating the leave.
2. A professional employee on sabbatical leave shall be paid one-half (1/2) of the regular salary received at the time the leave commences.
3. All requests for sabbatical leave shall be submitted to the Board by January fifteen (15) of the calendar year for which the leave would commence.
4. Any professional employee who takes a sabbatical leave under the terms of the Article shall return to the Hamilton County School System for three (3) years of employment or refund to the Board all money received from the Board while on leave, on a pro-rated basis.
5. In the event of the death of a professional employee, the estate will not be held responsible to repay any monies received from the Board while the professional employee was on leave.

Payroll Deductions

Section 1 – Dues Deduction Authorization

Any professional employee who is a member of the Professional Employees Organization or who has applied for membership may sign for the Association to deliver to the Board an assignment authorization payroll deduction of professional dues. The form of the assignment shall be the United Educators Profession membership enrollment form.

The Professional Employees Organization shall deliver to the Finance Department an alphabetical list by work assignment of all professional employees who desire payroll deductions on or before the fourth school day of ~~October~~ September each year.

Section 2 – Deduction Procedure

Pursuant to the deduction authorization, the board will deduct ~~one eighteenth (1/18)~~ one twentieth (1/20) of the total amount to be deducted from the regular salary check of the professional employee beginning in September and continuing thereafter for twenty consecutive paychecks.

Section 3 – Pro-rata Deductions

Deductions for professional employees authorizing dues deduction after the dates of commencement of deductions as specified in Section 1 of this article shall be pro-rated so as to complete deductions at the same time as other Professional Employees Organization deductions. Authorization forms must be received in the Finance office within ten (10) working days of the professional employee's next regular paycheck.

Section 4 – Duration of Authorization

Dues deductions shall continue in effect from year-to-year. This authorization shall continue in effect unless cancelled by the member prior to September 1 of any school year, using the HCEA-approved Membership Drop Form.

Section 5 – Board Obligation Release

In the event that a professional employee's net salary is insufficient to permit dues deduction for the month, the Board shall have no obligation to deduct dues for that month from said professional employee.

Section 6 – Transmission of Dues to Association

All dues deducted by the Board shall be remitted to the Professional Employees Organization within seven (7) calendar days from the date deducted. An alphabetical list by work assignment

of professional employees for whom such deductions have been made shall also be supplied to the Association. This list shall be separated by payroll classification.

Section 7- Indemnification

The Professional Employees Organization agrees to indemnify and hold harmless the Board against any and all claims, suits or other forms of liability, arising out of the provisions in this dues deduction agreement between the parties.

Section 8 – Other Payroll Deductions

The Board shall continue to provide payroll deductions for Board-approved annuities, bonds, credit unions, insurance programs and charitable organizations.