

**Memorandum of Understanding
between the
Knox County Board of Education
and the
Knox County Education Association**

In accordance with Tennessee Code Annotated (T.C.A.) § 49-5-609, nine (9) representatives of the Knox County Education Association serving the Knox County Schools Professional Employees and nine (9) management representatives of the Knox County Board of Education have engaged in collaborative conferencing. Pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), the scope of conferencing was limited to the following: salaries or wages, grievance procedures, insurance, fringe benefits, working conditions, leave and payroll deductions. This Memorandum of Understanding (MOU) memorializes and records the understanding reached by the Board of Education and its professional employees as to the terms and conditions of professional service.

SALARY AND BENEFITS

Salary and Wages

- A. The Knox County Board of Education (Board) approves and allocates the budgetary resources (defines how budgetary resources will be spent), and the Knox County Commission appropriates budgetary resources (authorizes funding and the collection of taxes to generate appropriate revenue), after considering the recommendation of the Knox County Mayor.
- B. Through past collaborative conferencing efforts, Knox County Schools salaries have risen in the Knoxville region from 5th to 3rd based on weighted average salaries included in the Tennessee Department of Education's previous salary reports. The Knox County Board of Education, its administration, and its professional employees hereby join in continuing, as our goal, that average teacher base pay will increase four percent (4%) annually or be within the top twenty (20) school systems in Tennessee.
- C. This agreement recognizes that Knox County Schools' professional employees are compensated (in terms of both salaries and benefits) at levels which are below the averages of comparable and competitive county school systems in Tennessee such as Davidson, Hamilton, Shelby, and Rutherford.
- D. The salary schedule (Appendix A), in effect in the 2023-2024 school year, shall remain in effect through the duration of this MOU, granted however, that the Knox County Board of Education shall have the flexibility, if they decide it is in the best interest of high-quality public education, to add additional means to earn additional compensation or to adopt recommendations or changes in conjunction with the 2023 compensation study. Nothing in this agreement shall preclude the Knox County Board of Education from developing additional policies, strategies, and/or structures to meet the differentiated pay requirement under Tennessee law.
- E. If there are additional funds available for compensation or a change in the compensation schedule, the collaborative conferencing team and/or its designees will reconvene for the purpose of considering the allocation of additional funds or collaborative discussion on a revised salary schedule if requested by either party.

Sick Leave Bonus

Individuals actively employed by the Knox County Board of Education at the time of their retirement will receive a bonus of sixty dollars (\$60.00) per day for all accumulated unused earned sick leave days.

If the employee gives at least a one hundred (100) calendar day notice of retirement, the employee will receive one hundred dollars (\$100.00) per day for all accumulated, unused, earned sick leave days. An employee retiring at the end of the first semester may notify the system by September 1 of that school year (or the next working day if September 1 is on a weekend or holiday) to receive the one hundred-dollar (\$100.00) bonus. Written notification at least one hundred (100) days prior to retiring or notification by September 1 (end of first semester retirement) or February 1 (end of second semester retirement) qualifies the individual for the one hundred-dollar (\$100.00) bonus per unused sick leave days. The maximum benefit for any individual shall be one year of salary at the time of retirement.

401(K) Plan

The Board will make available a 401(k) retirement plan that employees may choose to contribute to through payroll deduction. The carrier of this plan will be selected at the sole discretion of the Knox County Board of Education.

INSURANCE

Health

The Knox County Board of Education will continue to offer health coverage through the state group insurance program or comparable health coverage. Currently, the Board offers four state plans: Premier PPO, Standard PPO, Limited PPO, and Local CDHP/HSA. As the Board continues to offer health coverage, it will do the following:

- A. Maintain at least the current dollars paid by the Board (Appendix B) as an employer contribution to health insurance premiums (per plan).
- B. Articulate the Board's interest and goal to maintain its current percentages of coverage unless fiscally infeasible.
- C. Commit to an annual conversation with the professional employees' representatives about how best to allocate the resources that may be available for health insurance (subject to Board approval). The collaborative conferencing team (or their designees) will reconvene annually for this purpose if requested by either party by October 1 of each year.

Dental

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

Vision

The Board shall make available to all professional employees a group vision plan that shall be subject to requirements imposed by the selected carrier. The employee shall pay the full premium costs for the selected coverage. The carrier of this plan will be selected at the sole discretion of the Board and may be changed at any time by the Board.

Workers' Compensation

The Knox County Board of Education agrees to accept workers' compensation benefits under the Tennessee Workers' Compensation Act on behalf of its certified employees for all injuries arising primarily out of and in the course and scope of employment as defined in Tennessee Code Annotated § 50-6-102(12) occurring on or after July 1, 2016, and execute the program in accordance with Knox

County Board of Education Policy E-201, Workers' Compensation (Appendix C) and T.C.A. § 50-6-204(3)(A) and T.C.A. § 50-6-205(a).

Life

The Board will provide a group life insurance policy for each professional employee. The effective date of this insurance for new employees will be the date of employment. The carrier of this policy will be selected at the sole discretion of the Board. The life amount shall be one and one-half times the employee's annual salary with a minimum benefit of twenty thousand dollars (\$20,000.00) and a maximum benefit of fifty thousand dollars (\$50,000.00).

Supplemental Life Insurance

Additional supplemental coverage may be added by the employee within the first thirty-one (31) days of employment or within sixty (60) days of a qualifying event. The employee will pay the additional cost.

Child Coverage

Employees may obtain five thousand dollars (\$5,000.00) of coverage for their children at any time as long as the child is between the ages of fifteen (15) days and twenty-six (26) years of age.

Employees pay one premium regardless of the number of children they wish to cover. If a child is disabled, he/she can be covered after the age of twenty-six (26). Additional paperwork must be completed in order for the child to be covered.

Spouse Coverage

Employees may obtain ten thousand dollars (\$10,000.00), twenty thousand dollars (\$20,000.00), or thirty thousand dollars (\$30,000.00) of coverage for their spouses if they submit paperwork during the first thirty-one (31) days of employment. Spouse coverage cannot exceed one hundred percent (100%) of the employee's basic coverage amount.

GRIEVANCE PROCEDURES

- A. A professional employee who believes that the terms of this Memorandum of Understanding have been violated, may file a grievance to request for the remedy or redress of the situation.

Definitions

Professional Employee – Any person employed in Knox County Schools in a position that requires a license issued by the Tennessee Department of Education for service in public elementary and secondary schools of the State of Tennessee but shall not include any members of the management team, as defined in T.C.A. § 49-5-602.

Memorandum of Understanding (MOU) Grievance – An allegation by a professional employee that there has been a violation of the terms of the MOU between the professional employee and the Knox County Schools Board of Education. This is not a grievance of evaluation as defined by Tennessee State School Board Policy 5.201.

Immediate Supervisor – The principal or, in the case of one not under the authority of a principal, the professional employee’s immediate supervisor.

Day – A business day. If a due date is a day that for any reason Knox County Schools’ Central Office is closed, the due date shall be the next day Knox County Schools’ Central Office is open.

B. Informal Grievance Discussion

Before filing a Step 1 written MOU grievance, the professional employee shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the MOU grievance informally. If the MOU grievance is with the immediate supervisor, the professional employee shall first discuss the matter in good faith with the Executive Director of Human Resources in the Human Resources Department. The time limit for filing an MOU grievance is fifteen (15) days. In this informal meeting, the grievant orally shall advise their immediate supervisor that the professional employee is giving notice of an MOU grievance, shall cite the section(s) of the MOU which allegedly was/were violated, and shall state the relief sought. The informal discussion shall be documented on a Professional Communication Record. However, these statements shall not restrict the grievant in any way should he/she choose to proceed to formal Step I.

The immediate supervisor and/or Executive Director of Human Resources shall have fifteen (15) days after the informal meeting to hold a second informal meeting and respond orally to the grievant. The informal discussion shall be documented on a Professional Communication Record. No action taken at this level by either party shall be deemed to establish past practice, custom, precedent, or usage as to any other circumstance or occurrences in the past, present, or future.

C. Step I: Immediate Supervisor

1. If the informal action does not resolve the problem satisfactorily, the grievant shall have the right to lodge a written MOU grievance with his immediate supervisor and to the Executive Director of Human Resources in the Human Resources Department. The written MOU grievance must be submitted with fifteen (15) days following the response of the immediate supervisor in the informal action.
 - i. MOU Grievance forms will be provided on the district internet site.
 - ii. MOU Grievances may be submitted in other formats as long as all required components are included.
2. Required components of grievance:
 - i. Educator’s name, position, school/assignment, and additional title, if any
 - ii. Name of the educator’s immediate supervisor
 - iii. Section (s) violated
 - iv. Violation date
 - v. Facts upon which MOU grievance is based
 - vi. Relief or remedy sought
 - vii. Grievant’s signature and date

3. Failure to state educator's name, position, and school/assignment, specific articles and section violated, facts upon which MOU grievance is based, and grievant's signature and date shall result in the MOU grievance being considered improperly filed and invalid.
4. After receiving the MOU grievance, the immediate supervisor shall:
 - i. Examine the documentation presented by the grievant and such other documentation as may be relevant and available;
 - ii. If necessary, contact observers and other relevant parties to gather additional information;
 - iii. Communicate a decision in writing, to the grievant, including the results of the investigation and any recommended corrective action, within fifteen (15) days of the receipt of the MOU grievance, providing the grievant with the opportunity to accept the corrective action and end the grievance process, to accept the corrective action and continue the grievance process, or refuse the corrective action and continue the process.
 - iv. At the immediate supervisor's discretion, he/she may remedy or redress the situation on behalf of the grievant.

D. Step II – Director of Schools or Designee

1. If the MOU grievance is not settled in Step I, the grievant shall have fifteen (15) days following the receipt of the Step I decision to appeal to the Director of Schools or her/his designee.
2. Upon receipt of the appeal, the Director of Schools or her/his designee shall within thirty (30) days do the following:
 - i. The Director of Schools or her/his designee, based on a review of the record, may:
 - a. Schedule an informal meeting to have a discussion with the grievant, if appropriate, schedule to hear facts, allegations, and testimony by witnesses as soon as practical.
 - b. Affirm or overturn the decision of the immediate supervisor with or without an informal meeting with the grievant.
 - ii. Convey the decision based on the review of the record to the grievant in writing.
3. If an informal meeting is granted, the Director of Schools or her/his designee will:
 - i. Hold an informal discussion with grievant, or if appropriate, schedule to hear fact, allegations, and testimony by witnesses as soon as practical;
 - ii. Allow an attorney or a representative to speak on behalf of the professional employee;
 - iii. Communicate a decision, in writing, to the grievant, including the results of the investigation and any recommended corrective action, within twenty (20) days of the conclusion of 3i of Step II, providing the grievant with the opportunity to accept the corrective action and end the grievance process, to accept the corrective action and continue the grievance process, or refuse the corrective action and continue the process;
 - iv. At the Director of Schools'/designee's discretion, he/she may remedy or redress the situation on behalf of the grievant.

E. Step III – Local Board of Education

1. Educators may request a hearing before the Board of Education by submitting a written MOU grievance and all relevant documentation to the Board of Education no later than fifteen (15) days after the notification of the decision rendered in Step II.
2. The Board of Education, based on a review of the record, may:
 - i. Grant or deny a request for a full Board hearing;
 - ii. Affirm or overturn the decision of the Director of Schools with or without a hearing.
3. If a hearing is granted, the Board will:
 - i. Hold such hearing no later than forty-five (45) days after the receipt of a request for a hearing;
 - ii. Allow an attorney or representative to represent the grievant before the Board;
 - iii. Give written notice of the time and place of the hearing to the grievant, the Director of Schools;
 - iv. Communicate its decision, in writing, to all parties no later than thirty (30) days after the conclusion of the hearing;
 - v. The written communication should include the findings and any recommended corrective action and provide the grievant with the opportunity to accept the corrective action.
4. All decisions shall be rendered within ninety (90) days of the receipt of the written MOU grievance in Step III.
5. The Board of Education shall serve as the final step for all MOU grievances.
6. MOU Grievance information will be kept outside of personnel files if legally possible.

WORKING CONDITIONS

Working Hours

A. Working Days

1. Professional employees shall be on duty at least seven hours and forty-five minutes each day.
2. Professional employees shall be at their place of assignment at times designated by their principals or immediate supervisors.
3. Additional time may be required by the principal when necessitated by the needs of the system or requirements of the job. Additional time is interpreted to include other meetings related to the duties and responsibilities of a professional employee.
4. All professional employees shall be provided each day with a lunch period during which they shall not have assigned duties. The lunch period for each professional employee shall be at least the same amount of time as that allowed for students.

B. Planning Time

At least two and one half (2 1/2) hours of individual planning time shall be provided each week during which teachers have no assigned duties or responsibilities other than planning for instruction. The individual planning time shall be provided in thirty-minute blocks or greater. A pattern of extenuating circumstances will not be considered acceptable justification for failure to provide individual planning time in blocks of at least 30 minutes. It is the individual teacher's responsibility to maintain fidelity of his/her two and one half (2 ½) hours of planning time. Planning time shall not occur during any period the teacher is entitled to duty-free lunch.

C. Annual School-based Administrative Days (teacher workdays)

Under Tennessee Code Annotated §49-6-3004, the Knox County Board of Education is required to include four (4) discretionary days in its annual calendar to complete the required 200 days of the school year. KCS designates these four (4) discretionary days as administrative days (teacher workdays). Administrative days (teacher workdays) will be used by professional employees for educational functions such as planning and preparation for the commencement of classes. These four (4) days will not be used for professional development but as workdays for the staff. School administration may exchange an administrative day on the system's calendar for a school-based in-service day in the same year on the school district calendar. To exchange an administrative day for a school-based in-service day, the principal will survey his/her staff for majority approval of those responding. Upon approval of those responding, the principal will submit the request in writing to his/her grade-level director explaining the reason for the exchange and the date of the administrative day on the school district calendar that will become the school-based in-service day.

D. Faculty Meetings

Professional employees may be required to remain after the end of the regular working day, without additional compensation, for the purpose of attending a faculty meeting. These meetings should be limited to one (1) day per month unless an emergency or critical school issue exists. They shall begin no later than fifteen (15) minutes after the close of the students' school day and last no longer than one (1) hour. Except in cases of emergency, employees will be notified at least forty-eight (48) hours in advance of any planned before- or after-school meeting. The administrator should publish an outline of the agenda and provide opportunities for employee input.

Tuesdays shall be set aside for faculty and system-wide department meetings. The fourth and fifth Tuesday shall be reserved for system-wide department meetings and prioritized as such.

Faculty meetings will not be called for the purpose of product sales or professional organization activities. In-service, professional growth, or training required by state law or board policy will be limited to scheduled in-service days or made available for in-service credit after scheduled contract hours.

E. Administrative Prerogative

Any immediate supervisor shall have the right to extend to professional employees under his/her supervision courtesies, special privileges, and/or dispensations so long as all professional employees of his/her staff are treated equitably. Prior to such courtesies and special privileges being taken, the immediate supervisor or designee must give approval. If a supervisor determines that an individual has abused a grant of special privilege, the supervisor may decline to extend further courtesies and special privileges. Complaints relating to this section are not subject to the grievance procedure.

Facilities Use

As defined in the Professional Educators Collaborative Conferencing Act (PECCA) of 2011, the Knox County School Board will permit any professional employees' organization receiving fifteen (15) percent or more of the professional employees' poll to have access at reasonable times before or after the instructional day to areas in which professional employees work. They may also use institutional messaging bulletin boards, mailboxes, or other communication media or to use institutional facilities as permitted by the Knox County School Board policy or procedure for community use at reasonable times for the purpose of holding a meeting concerned with the exercise of the rights guaranteed by PECCA.

Disciplinary Conferences

Employees may request to have a representative from their professional organization or a colleague from their building present during a disciplinary conference with school or central office administration. The representative or colleague may act as a note taker and is allowed to ask clarifying questions at the conclusion of the conference. The administrator should be notified that a representative will be in attendance and authorize the coverage of both the employees' classes if needed to ensure appropriate supervision of students. If the educator requests a representative or colleague to attend the conference, the meeting may be delayed for no more than 48 hours for the selection and scheduling to accommodate the representative or colleague. The Director of Schools or his/her designee may suspend the 48-hour requirement if an immediate investigation is required.

A disciplinary conference exists when the following occur:

- A. investigative process in which an employee may receive discipline
- B. review of a letter of concern or letter of reprimand
- C. administrative leave with pay recommendation
- D. suspension without pay recommendation
- E. notice of termination

Personnel Files

- A. No anonymous material shall be maintained in a professional employee's personnel file.
- B. The Director of Schools or his/her designee is authorized to maintain personnel records and to permit inspection of the same. The school system shall maintain active professional employees' personnel files at the system's central office. The following personnel records shall be maintained for all professional employees as appropriate:

1. Employee applications (pre-dated 2009).
2. Documents required by state and federal laws and regulations.
3. Commendations awarded by the Board of Education, Director of Schools, Supervisor. any state or national professional organization.
4. Any written disciplinary document, conference of concern, written reprimand, administrative leave documents, Tell Your Side responses, and/or employment notices generated as part of employment with Knox County Schools.

C. The following guidelines shall be followed:

1. Information contained in personnel records shall be limited to job-related matters.
2. The Director of Schools shall be responsible for notifying all professional employees of the types of records kept and uses made of such records.
3. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in a professional employee's personnel file.
4. Professional employees shall be provided with a copy of disciplinary material (except for material considered confidential by law) that is placed in their records.
5. Professional employees shall also have the right to prepare a written response to the material, which shall be attached to the material and become a part of the records.
6. Professional employee records are public records, except for matters deemed confidential by law, and shall be open for inspection during regular business hours. The individual making the request for records shall present a photo ID before any records are made available. Knox County Schools will make a personnel file requested for viewing, available within 48 hours of the request. Multiple record requests may take longer.
7. In accordance with federal law, the district shall release information regarding the professional qualifications and degrees of professional employees and the qualifications of paraprofessionals to parents upon request for any professional employee or paraprofessional who is employed by a school receiving Title I funds and who provides instruction to their child at that school.
8. A record of the person inspecting and the date of inspection shall be kept and an attempt will be made to notify the professional employee by phone and email. The professional employee has the right to be present (except those conditions listed in item C9) but is not required to be present.
9. The superintendent, board members, need-to-know central office staff, the employee's principal or prospective principal, and/or supervisor or prospective supervisor may view a personnel file without the professional employee being notified or present. Persons presenting a subpoena, a lawful order of a court of competent jurisdiction, or other lawful order issued in accordance with the provisions of Tennessee Code Annotated, Title 10, Chapter 7, may view a personnel file without the employee being notified or present.
10. Copies of records not deemed confidential may be made under rules determined by the Director of Schools.

D. The Board and its administration hereby affirm their intent to handle all matters involving professional employees' records in such a manner as to afford professional employees the maximum measure of due process that circumstances allow.

LEAVE

Emergency Leave

An immediate supervisor may grant a professional employee emergency leave during the workday for sudden, unexpected occurrence demanding immediate attention. Knox County School Board of Education Policy G-460, Emergency and Legal Leave (Appendix D) shall be followed.

Legal Leave

When a professional employee is summoned for jury duty, he/she shall be granted leave. Knox County School Board of Education Policy G-460, Emergency and Legal Leave shall be followed.

If a professional employee appears in court because of a personal interest, whether as a plaintiff, defendant, or witness, or voluntarily appears on behalf of family or friends, or when a professional employee is required to appear in court either as a defendant or plaintiff in a civil case, personal leave or leave without pay shall be granted in accordance with Knox County School Board of Education Policy G-460, Emergency and Legal Leave.

Long-Term Leave of Absence

Professional employees in regular, temporary, or interim positions shall be granted leave without pay for the following: military service, legislative service, maternity, adoption, recuperation of health or visitation of a spouse, child, or parent deployed for military duty out of the country who has been granted rest and recuperation leave, and education improvements or other sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits. Knox County School Board of Education Policy G-463, Long-Term Leaves of Absence (Appendix E) shall be followed.

Sick Leave

Sick leave shall be granted to a professional employee for the following: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Knox County School Board of Education Policy G-461, Sick and Bereavement Leave (Appendix F), shall be followed.

Personal and Professional Leave

Professional employees shall earn personal and professional leave at the rate of one day for each half year employed for a total of two (2) days per year. Knox County School Board of Education Policy G-462, Personal and Professional Leave (Appendix G) shall be followed.

Family and Medical Leave

Professional employees who have been employed for at least twelve (12) months by the Board and have at least 1,250 hours of service during the previous twelve-month period are entitled to take reasonable leave. Knox County School Board of Education Policy G-464, Family and Medical Leave (Appendix H) shall be followed.

Military Leave

Professional employees who are members of any reserve component of the Armed Forces of the United States shall be granted leave of absence for all periods of military service during which they are engaged in the performance of duty or training in the service of the state or the United States. Knox County School Board of Education Policy G-465, Military Leave (Appendix I) shall be followed.

Legislative Leave

Professional employees who have been elected to state or local law-making bodies shall be granted two (2) days per month with pay while on contract for the time those law-making bodies are in official session or while attending official meetings outside the session. Knox County School Board of Education Policy G-466, Legislative Leave (Appendix J) shall be followed.

Association Leave

A professional organization receiving fifteen (15) percent or more of the professional employees' poll to represent them as defined by the Professional Educators Collaborative Conferencing Act of 2011 may request at the beginning of each school year to purchase up to twenty-five (25) leave days on an as-needed basis as determined by the professional organization. These days are to be used by professional employees of that organization to participate in non-political business of the organization. The Director of Schools will have the final decision to grant the request. The cost to the requesting organization will be the cost of a substitute at the time of the request. A maximum of five association leave days may be granted within a school year to any one professional employee. The association may request up to 50 additional days from the Director of Schools. If approved, the association would then purchase the days.

A professional employee shall be granted upon request a temporary assignment for the purpose of serving as a full-time chief elected officer of a professional organization receiving fifteen percent (15%) or more of the professional employees' poll pursuant to Tennessee Code Annotated § 8-50-109.

- A. The temporary assignment will be for each two-year (2) term of the chief elected officer.
- B. Except as otherwise provided herein, no such person on temporary assignment shall be entitled to any benefits unless the full cost of the same are paid by the person on temporary assignment and/or the association of which the person is the chief elected officer.
- C. At the end of the period(s) of temporary assignment, any person who has taken such temporary assignment shall be entitled to return to the person's former position at the same place of employment in the same class or rank in the division or department which such person held prior to taking the assignment. The returning chief elected officer will return to such former position at the salary level that such person would have received (including all salary and step increases occurring during the temporary assignment, if applicable) at the time of return if the employee had not taken a temporary assignment.
- D. Any leave granted under this section shall not diminish any employee rights, including accrued but unused leave, longevity, or those arising from longevity or time in grade.

Such person shall be entitled during the period(s) of such leave to all benefits that person is otherwise entitled to, including, but not limited to insurance and retirement, provided that the person or the association involved reimburses the state for its cost for such benefits in the same manner and to the same extent that would have accrued had the person not taken such leave.

Bereavement Leave

Per occurrence, up to two (2) days of paid bereavement leave shall be granted to professional employees. If additional days are needed, up to three (3) days of other leave (sick, personal, or unpaid) may be used. The days do not accrue and may not exceed ten (10) days per school year. In extraordinary circumstances, additional days due to bereavement may be requested through the Director of School's office. Bereavement leave applies to death of the professional employee's spouse, parent, child, grandparent, grandchild, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

Professional employees may be required to provide appropriate documentation. Permanent cumulative bereavement leave records for each active employee shall be kept in the Human Resources office. Knox County School Board of Education Policy G-461, Sick and Bereavement Leave (Appendix F) shall be followed.

Religious Leave

Each professional employee may receive leaves of absence, up to a maximum of two (2) days per year for the observance of an established religious rite or ordinance. The Director of Schools will have the final decision to grant or deny the request, and the final decision shall not be subject to the grievance procedure.

MISCELLANEOUS

MOU Printing, Distribution, and Training

Copies of this entire MOU shall be posted on the Knox County Schools website within thirty (30) days of ratification. The association and/or the Knox County Board of Education may choose to print as many copies as they choose and distribute to employees. By October 1, 2023, all principals and assistant principals will receive training on the contents of the MOU.

Severability

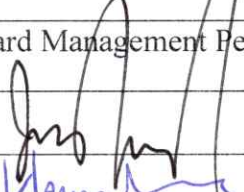
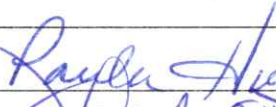
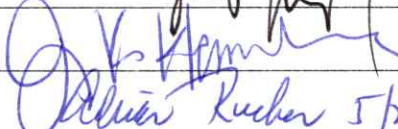
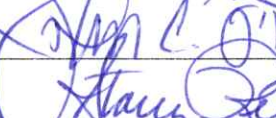
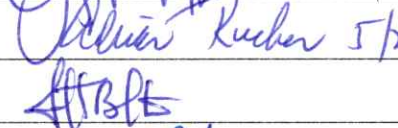
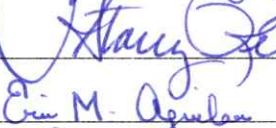
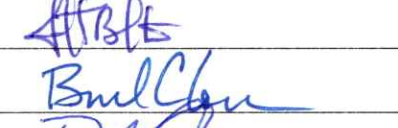
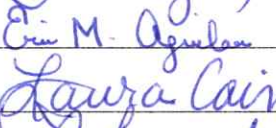
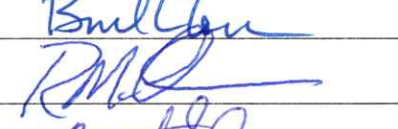
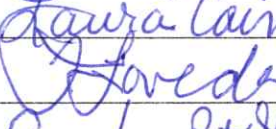
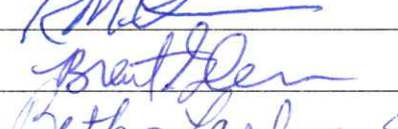
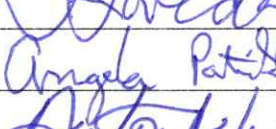
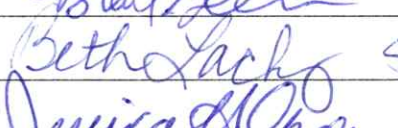
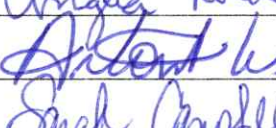
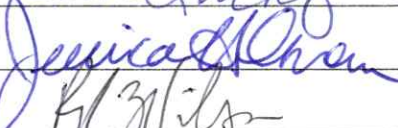
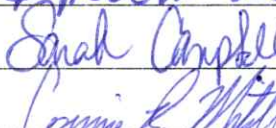
In the event that any provision(s) of this MOU shall, at any time, be found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision(s) shall be void and inoperative to the extent that it violates the law; however, all other provision(s) of this MOU shall continue in effect. If such legal action should occur, the parties shall, within fifteen (15) calendar days, collaborate for the purpose of developing a replacement provision(s).

Duration

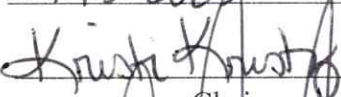
The provisions of this agreement will be binding on the Parties for a period of three years from the date of its approval by the Board of Education as an item on the agenda of a regular or special called board meeting. Either the Professional Employees' Team or Management Team may open collaborative discussions on articles in this MOU regarding insurance and fringe benefits, all or in part, by requesting to open collaborative discussions by October 1 of each school year or within thirty (30) days after the allocation of additional budgetary resources. If there are additional funds available for compensation, the collaborative team and/or its designees will reconvene for the purpose of considering the allocation of said additional funds, if requested by either party. All other articles in this MOU may be opened for collaborative discussions when both the professional employee representatives and school board management personnel deem it in the best interest of Knox County Schools.

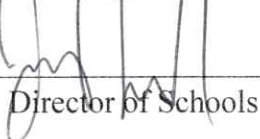
SIGNATURE PAGE

Witness the authorized signatures on behalf of the Management Team and the Professional Employees' Team on the date set out below.

School Board Management Personnel/date	Professional Employees Representatives/date
 5/23/2023	 5/23/23
 5/23/23	 5/23/23
 5/23/23	 5-23-23
 5/23/23	 5-23-23
 5/23/23	 5-23-23
 5/23/23	 5-23-23
 5/23/23	 5-23-23
 5/23/2023	 05-23-2023

This Memorandum of Understanding was approved by the Knox County Schools Board of Education at a meeting on 7-13-2023.


Chairman


Director of Schools

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 13th day of July, 2023, as reflected in its minutes, and certified by its Chairperson.

Kristi Kristy
Kristi Kristy, Chair

Date: 7-13-2023

Approved by
Knox County Board of Education

7/13/2023 

KNOX COUNTY GOVERNMENT

Glenn Jacobs
Glenn Jacobs, Mayor

Date: 7/24/23

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 23-393

APPROVED AS TO LEGAL FORM

Gary Dupler
Gary Dupler, Deputy Law Director

Date: 6/21/2023

APPENDIX A

**Knox County Schools
 Combined State and Local Teachers' Salary Scale
 2023 - 2024**

Step	Bachelor	Master	MS + 30 Semester Hours	EDS	Doctor
0	\$ 44,800	\$ 47,728	\$ 50,487	\$ 51,482	\$ 55,343
1	\$ 46,463	\$ 49,439	\$ 52,199	\$ 53,169	\$ 57,633
2	\$ 46,735	\$ 49,711	\$ 52,481	\$ 53,440	\$ 58,025
3	\$ 47,788	\$ 50,729	\$ 53,542	\$ 54,447	\$ 58,476
4	\$ 48,403	\$ 51,445	\$ 54,169	\$ 55,163	\$ 59,314
5	\$ 49,265	\$ 52,391	\$ 55,133	\$ 56,042	\$ 60,753
6	\$ 50,187	\$ 53,374	\$ 56,108	\$ 57,036	\$ 62,930
7	\$ 51,241	\$ 54,481	\$ 57,224	\$ 58,188	\$ 64,549
8	\$ 52,548	\$ 55,861	\$ 58,568	\$ 59,572	\$ 66,911
9	\$ 53,553	\$ 56,905	\$ 59,645	\$ 60,682	\$ 67,351
10	\$ 54,494	\$ 57,905	\$ 60,677	\$ 61,663	\$ 67,755
11	\$ 55,723	\$ 59,146	\$ 61,959	\$ 62,886	\$ 68,651
12	\$ 56,826	\$ 60,247	\$ 63,037	\$ 64,061	\$ 69,495
13	\$ 57,964	\$ 61,495	\$ 64,290	\$ 65,249	\$ 70,394
14	\$ 59,090	\$ 62,664	\$ 65,423	\$ 66,418	\$ 71,249
15	\$ 60,567	\$ 64,189	\$ 66,953	\$ 67,960	\$ 72,387
16	\$ 61,398	\$ 65,014	\$ 67,780	\$ 68,772	\$ 73,345
17	\$ 62,290	\$ 65,922	\$ 68,682	\$ 69,694	\$ 74,351
18	\$ 63,109	\$ 66,754	\$ 69,509	\$ 70,520	\$ 75,310
19	\$ 63,989	\$ 67,640	\$ 70,436	\$ 71,429	\$ 76,334
20	\$ 66,194	\$ 69,845	\$ 72,622	\$ 73,641	\$ 77,552

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

*-This salary scale includes any increases incorporated in the Tennessee Dept. of Education State BEP annual salary schedule for certified teachers. In addition, local salary contributions are included in this schedule in accordance with TCA 49-3-306.

Please see corresponding page for additional information.

APPENDIX B

Knox County Schools Combined State and Local Teachers' Salary Scale 2023 - 2024

Health Insurance Premiums for 2023

Options	Tiers	Blue Cross & Cigna Local Plus Network	Cigna Open Access Expanded Network/BCBS Network P
Premier PPO	Employee Only	\$179.32	\$219.32
	Employee + Children	\$397.07	\$437.07
	Employee + Spouse	\$467.19	\$547.19
	2 Employee (EE+SP)	\$343.98	\$423.98
	Family	\$627.55	\$707.55
	2 Employee (Family)	\$506.93	\$586.93
Standard PPO	Employee Only	\$167.88	\$207.88
	Employee + Children	\$372.11	\$412.11
	Employee + Spouse	\$437.78	\$517.78
	2 Employee (EE+SP)	\$322.32	\$402.32
	Family	\$587.51	\$667.51
	2 Employee (Family)	\$474.59	\$554.59
Limited PPO	Employee Only	\$107.40	\$147.40
	Employee + Children	\$265.50	\$305.50
	Employee + Spouse	\$314.10	\$394.10
	2 Employee (EE+SP)	\$201.07	\$281.07
	Family	\$418.51	\$498.51
	2 Employee (Family)	\$194.17	\$274.17
HealthSavings CDHP	Employee Only	\$101.11	\$141.11
	Employee + Children	\$250.26	\$290.26
	Employee + Spouse	\$296.33	\$376.33
	2 Employee (EE+SP)	\$189.69	\$269.69
	Family	\$394.83	\$474.83
	2 Employee (Family)	\$183.19	\$263.19
Health Savings Account <i>Employees will receive the KCS contribution on a monthly basis</i>		KCS Annual Contribution	KCS Monthly Contribution
	Employee Only	\$605.35	\$50.45
	Employee + Children	\$1,679.02	\$139.92
	Employee + Spouse	\$2,134.69	\$177.89
	2 Employee (EE+SP)	\$1,564.02	\$130.34
	Family	\$2,712.82	\$226.07
	2 Employee (Family)	\$995.27	\$82.94

Please note: These premiums are listed as a per month amount. If you are paid bi-weekly, see below:

Custodial/Maintenance (24 pay) - These monthly amounts will be divided in half between your two checks each month.

Food Service/Security (20 pay) - You will take the annual amount due and divide it by 20 to figure your amount per paycheck. For more information on bi-weekly premium rates, please contact the Benefits Department at 594-1686.

APPENDIX C

<u>Section E:</u> Business Management	Knox County Board of Education Policy		
	Descriptor Term:	Descriptor Code:	Issued:
	Workers' Compensation	E-201	7/95
		Reviewed:	Revised:
	3/23	5/23	

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The Board previously elected to engage Knox County to provide workers' compensation coverage and administer claims on behalf of Knox County Schools' classified and certified employees by an agreement adopted in 2016. Workers' compensation benefits shall be administered in accordance with Tennessee law.

Knox County Schools and Knox County shall designate a medical panel of three (3) or more independent reputable physicians, surgeons, chiropractors, or specialty practice groups if available in injured employee's community or, if not so available, in accordance with Tennessee law, from which the injured employee shall select one (1) to be the treating physician.

This policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation under the Americans with Disabilities Act (ADA) or leave benefits under the Family and Medical Leave Act (FMLA). Inquiries about the ADA or FMLA should be directed to the human resources department (HR).

Knox County Schools defines "transitional work" as temporary, modified work assignments within the worker's physical abilities, knowledge, and skills as determined by the treating physician. When possible, transitional positions will be made available to injured workers to minimize or eliminate time lost from work. Knox County Schools cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

In the event an employee refuses transitional work, the employee will not be eligible for continuing temporary total disability benefits beyond the date of the Schools' "transitional work" offer. If the employee refuses transitional work, the employee must use sick or other available leave.

TEMPORARY DISABILITY BENEFITS (WAGE REPLACEMENT)

Disability begins when the authorized treating physician takes an employee off work or transitional work is not available. No compensation shall be allowed for the first seven (7) days of disability resulting from the injury, excluding the day of injury, but if disability extends beyond that period, compensation shall commence with the eighth day after the injury. In the event, however, that the disability from the injury exists for a period as long as fourteen (14) days, then compensation shall be allowed beginning with the first day after the injury. Temporary disability benefits are two-thirds (2/3) of an employee's average weekly wages earned during the 52 weeks prior to the injury.

The Tennessee Workers' Compensation Insurance Posting Notice shall be posted in a prominent place where all employees have access.

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Legal References:

1. T.C.A. § 50-6-204 (3) (A).
2. T.C.A. § 50-6-205(a).

Approved as to Legal Form
By Knox County Law Director 3/27/2023
/Gary T. Dupler/Deputy Law Director

APPENDIX D

<u>Section G:</u> Human Resources	Knox County Board of Education Policy		
	Descriptor Term:	Descriptor Code:	Issued:
	Emergency and Legal Leave	G-460	7/95
		Reviewed:	Revised:
	3/23	3/21	

EMERGENCY LEAVE

An immediate supervisor may grant a certificated employee emergency leave during the workday for a sudden, unexpected occurrence demanding immediate attention. Leave shall be taken as personal leave,¹ sick leave or leave without pay. The employee who uses emergency leave shall confirm said leave on appropriate forms the day after returning to work.

Principals or administrative supervisors shall keep a tally of the amount of time individual employees are released under this policy and when the total time reaches one (1) day, the employee shall be charged with one (1) day of applicable leave.

JURY DUTY

When a teacher is summoned for jury duty he/she shall appear in court and specify a seven (7) day period within twelve months that he/she will be available for jury duty.² The following procedures shall regulate the leave for jury duty for teachers:

1. The teacher shall present written evidence that he/she had been summoned to serve on a jury; and,
2. The teacher shall be entitled to the usual compensation received from employment with Knox County Schools in addition to any fee or compensation received for jury service.³

COURT APPEARANCES

If a teacher appears in court because of a personal interest, whether as a plaintiff, defendant or witness or voluntarily appears in behalf of family or friends, or when a teacher is required to appear in court either as a defendant or plaintiff in a civil case, personal leave or leave without pay shall be granted in accordance with the established board policies on leaves.

Legal References:

1. T.C.A. § 49-5-711.
2. T.C.A. § 22-1-103 (a)(3).
3. T.C.A. § 22-4-106.

Approved as to Legal Form
By Knox County Law Director 2/25/2021
/Gary T. Dupler/Deputy Law Director

APPENDIX E

Section G: Human Resources	Knox County Board of Education Policy		
	Descriptor Term:	Descriptor Code:	Issued:
	Long-Term Leaves of Absence	G-463	7/95
		Reviewed:	Revised:
	3/23	8/17	

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Employees in regular, temporary, or interim positions shall be granted leave without pay for military service, legislative service, maternity, adoption, recuperation of health or visitation of a spouse, child or parent deployed for military duty out of the country who has been granted rest and recuperation leave and educational improvements or other sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits. Leave to visit a spouse, child or parent deployed for military duty out of the country, who has been granted rest and recuperation leave, shall be granted for no longer than ten (10) days. All leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the Director of Schools. The 30-day notice may be waived or reduced by the Director of Schools upon submission of a certified statement by a physician. The application for leave forms shall require:

1. A description of the type of leave requested;
2. The requested dates for beginning and ending the leave; and
3. A statement of intent to return to the position from which leave is granted.

Each request must be acted upon by the Director of Schools. Each applicant shall be notified in writing of the Director of Schools' action. All leaves, except military leave, shall be from a specific date to a specific date. However, any leave may be extended by the Director of Schools upon written request from the employee. The maximum period for a leave of absence is two continuous years. At the conclusion of two continuous years of leave, employee must immediately report back to work for a period of no less than one term to be eligible for an additional two continuous years under the leave without pay category. If you do not immediately return to work upon the expiration of two continuous years of leave, coverage is terminated and COBRA eligibility will not apply. The procedure and condition for extending a leave are the same as those used when originally requesting and granting the leave. However, military leave shall be granted for whatever period may be required.

Positions vacated for less than twelve (12) months by employees on leave shall be filled with an interim employee while the employee is on leave. If the employee returns from leave within 12 months, the interim employee shall relinquish the position. If the leave exceeds twelve (12) months, the employee shall be placed in the same or a comparable position upon return.

Any employee on leave shall notify the Director of Schools at least thirty (30) days prior to the date of return if the employee does not intend to return to the position from which he is on leave. Failure to give such notice shall be considered breach of contract.¹

PAY AND BENEFITS

All leave granted in conformance with this policy shall be without pay. If the individual qualifies for Family and Medical Leave (FMLA), this leave may run concurrently with FMLA leave for up to a maximum of twelve weeks. During the period of FMLA Knox County will pay the Board share of the

1 insurance premium(s). After FMLA is exhausted or if the individual is not eligible for FMLA, the
2 employee is responsible for the total premiums in order to continue life, health-dental benefits; otherwise,
3 benefits cease to exist.
4

5 If the employee participates in a supplemental policy, the employee must make arrangements with the
6 company to continue the benefit. FMLA leave is not available to individuals taking leave without pay for
7 military service, legislative service or educational leave.
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42 Legal References:

43 1. T.C.A. § 49-5-702 through T.C.A. § 49-5-709.
44

45
46 Approved as to Legal Form
47 By Knox County Law Director 6/19/2017
48 /Gary T. Dupler/Deputy Law Director
49

APPENDIX F

<u>Section G:</u> Human Resources	Knox County Board of Education Policy		
	Sick and Bereavement Leave	Descriptor Code:	Issued:
		G-461	7/95
		Reviewed:	Revised:
	3/23	5/23	

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SICK LEAVE

The time allowed (days earned) for sick leave shall be one (1) day for each nineteen (19) days worked, for a maximum of thirteen (13) days per year.¹

Sick leave is accumulated on an unlimited basis.

Sick leave shall be granted for: illness of an employee from natural causes, quarantine, or illness or death of a member of the immediate family of the employee, including the 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.¹

A signed statement listing the cause of absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims for sick leave pay. A falsified statement shall be grounds for dismissal.

A certificate from the physician on forms furnished by the Board may be required in support of any claim for sick leave pay.¹ An employee absent for five (5) consecutive working days shall submit a doctor's statement verifying illness or injury of the employee or immediate family member.

Frequent use and/or suspected misuse of sick leave by an employee are sufficient grounds for requiring a physician's certificate stating the reason for absence.

Permanent, cumulative sick leave records for each active employee shall be kept in the Director of Schools' office.

The Human Resources Department shall be notified immediately when it is known that a teacher will be out twenty or more days. The substitute teacher, beyond this point, must have a certificate or permit and must be paid according to the state salary scale.

A teacher, upon employment, may transfer his or her accumulated sick leave from another Tennessee school system, provided that the Director of Schools of the system in which the accumulated leave was held provides notarized verification.²

Sick leave for maternity purposes may be taken during the period of physical disability only as determined by a physician. Upon verification by a written statement from an adoption agency or other entity handling an adoption, the employee may also be allowed to use up to thirty (30) days of accumulated sick leave for adoption of a child. If both adoptive parents are teachers, only one (1) parent is entitled to leave under this subsection.²

1 At the termination of employment of any employee, all unused sick leave accumulated by the employee
2 shall be terminated.

3
4 **BEREAVEMENT LEAVE**

5
6 Bereavement leave shall be granted for the death of a member of the immediate family of a professional
7 employee, including the teacher's wife or husband, parents, grandparents, children, grandchildren,
8 brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-
9 law.

10
11 Per occurrence, up to two (2) days of paid bereavement leave shall be granted to professional employees.
12 The days do not accrue and may not exceed ten (10) days per school year. If additional days are needed
13 in relation to the death of an immediate family member, up to three (3) days of other leave (sick, personal,
14 or unpaid) may be used. In extraordinary circumstances additional sick, personal, or unpaid days due to
15 bereavement may be requested through the Director of Schools' office.

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17 Professional employees may be required to provide appropriate documentation. Permanent, cumulative
18 bereavement records for each active employee shall be kept in the Human Resources Office.

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Legal References:

- 43 1. TRR/MS 0520-1-2-.04(2).
44 2. T.C.A. § 49-5-710.

45
46 Approved as to Legal Form
47 By Knox County Law Director 3/27/2023
48 /Gary T. Dupler/Deputy Law Director
49

APPENDIX G

Section G: Human Resources	Knox County Board of Education Policy		
	Descriptor Term: Personal and Professional Leave	Descriptor Code: G-462	Issued: 7/95
		Reviewed: 3/23	Revised: 5/08

1
2 Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and
3 rules and regulations of the State Board of Education.
4

5 Certificated employees shall earn personal and professional leave at the rate of one day for each half year
6 employed for a total of two (2) days per year. Any personal and professional leave remaining unused at
7 the end of a year shall be credited to sick leave.¹
8

9 If, at the termination of services, any employee has been absent for more days than leave has been earned,
10 an amount sufficient to cover the excess days used shall be deducted from the employee's final salary
11 payment.
12

13 Subject to the following conditions, personal leave may be taken at the discretion of the employee:
14

- 15 1. Except in emergency, each employee shall give the principal at least one day's notice in writing of
16 intent to take leave;
17
- 18 2. The approval of the principal of the school shall be required:
19
 - 20 a. If more than ten percent (10%) of the teachers in any given school request its use on the same
21 day;
 - 22 b. If requested during any prior established student examination period;
 - 23 c. If requested on the day immediately preceding or following a holiday or vacation period.¹
24

25 Professional leave is a short, temporary absence for the purpose of attending workshops and other
26 meetings relating to school business or serving on boards and commissions which meet during daytime
27 hours when appointed by a mayor, city council, county executive or county commission.²
28

29 Requests for professional leave shall be submitted to the immediate supervisor at least ten (10) working
30 days prior to requested leave of absence.
31

32 In addition, certificated employees shall be granted leave to serve on any board or commission of the state
33 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
34 against any other accumulated leave credits. The employee shall notify the principal at least five (5) days
35 prior to leave being taken.²
36

37 Legal References:
38

- 39 1. T.C.A. § 49-5-711; TRR/MS 0520-1-2-.04(3).
 - 40 2. T.C.A. § 49-5-205.
- 41

APPENDIX H

<u>Section G:</u> Human Resources	Knox County Board of Education Policy		
	Descriptor Term:	Descriptor Code:	Issued:
	Family and Medical Leave	G-464	7/95
		Reviewed:	Revised:
	3/23	8/17	

PURPOSE

To entitle employees to take reasonable leave for a serious health condition, for the birth or adoption of a child, and for the care of a child, spouse or parent who has a serious health condition.

ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the Board and anyone who has at least 1,250 hours of service (Hours used for leave, even FMLA leave shall not be credited for service for the purposes of FMLA eligibility)¹ during the previous twelve month period.²

GENERAL PRINCIPLES

1. Any employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth or adoption of a child or the care of a child, spouse, or parent who has a serious health condition or when the employee is unable to work because of a serious health condition. Any female requesting leave due to pregnancy and childbirth shall be granted at least four (4) months leave.³
2. Any employee on maternity leave shall be permitted to use accumulated sick leave during the period of actual physical disability only. Otherwise, the maternity leave shall be unpaid leave. An employee may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive parents are employees, they are entitled to a combined total of twelve (12) workweeks of FMLA. Written verification from the adoption agency or other entity handling the adoption shall be required before the leave is granted.⁴
3. A physician's statement may be required by the Board when determining the period of actual physical disability.
4. Request for leaves and extension of leaves shall conform to state law governing all leaves of absence.⁵
5. Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty, or has been notified of an impended call to active duty status, in support of a contingency operation.
6. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

RESTRICTIONS

1. For foreseeable leave, the employee shall provide the Director of Schools with at least thirty (30) days written notice before the beginning of the anticipated leave.
2. The Director of Schools may require that a request for leave be supported by certification issued by a health care provider with the following information:
 - a. the date on which the serious health condition commenced;
 - b. the probable duration of the condition;
 - c. the appropriate medical facts within the knowledge of the health care provider regarding the condition; and
 - d. a statement that the eligible employee is needed to care for the son, daughter, spouse or parent and an estimate of the amount of time that such employee is needed.
3. If there is any reason to doubt the validity of the certification provided, the Director of Schools may require, at the expense of the Board, an opinion of a second health care provider.
4. Once it has been established that the leave qualifies for FMLA, the Director of Schools/designee shall notify the employee that any unpaid leave shall run concurrently with FMLA.
5. Intermittent Leave - When an instructional employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, the school may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment or to transfer temporarily to an available alternative position offered by the Director of Schools for which the employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave. Instructional employees are those whose principle function is to teach and instruct students in a class, small group or an individual setting. This includes not only teachers, but also athletic coaches, driving instructors and signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principle job actual teaching or instructing nor does it include auxiliary personnel such as counselors, psychologists or curriculum specialists. It also does not include cafeteria workers, maintenance workers, or bus drivers.
6. Period Near the End of an Academic Term - (Instructional Employees) If leave is taken more than five (5) weeks prior to the end of the term, the Director of Schools may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term.

If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools may require the employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of the term.

- 7. Spouses employed by Knox County Schools are jointly entitled to a combined twelve (12) week leave for birth and care of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition.

REQUIREMENTS OF THE BOARD

- 1. The employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay or other terms of employment.
- 2. The employee shall be kept under any group health plan for the duration of the leave.
- 3. The Board may recover the premium paid under the following conditions:
 - a. the employee fails to return from leave after the period of leave has expired; or
 - b. the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Legal References:

- 1. Hinson v. Tecumseh Products Company, 234 F. 3d 1268, 6th Cir. (2000).
- 2. Federal Family and Medical Leave Act 1993.
- 3. T.C.A. § 49-5-702; T.C.A. § 4-21-408.
- 4. T.C.A. § 49-5-710.
- 5. T.C.A. § 49-5-704.

Approved as to Legal Form
 By Knox County Law Director 6/19/2017
 /Gary T. Dupler/Deputy Law Director

APPENDIX I

Section G: Human Resources	Knox County Board of Education Policy		
	Descriptor Term:	Descriptor Code:	Issued:
	Military Leave	G-465	6/00
		Reviewed:	Revised:
	3/23	5/08	

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Employees who are members of any reserve component of the Armed Forces of the United States shall be granted leave of absence for all periods of military service during which they are engaged in the performance of duty or training in the service of the state or the United States.¹ Reservists who anticipate military duty during the school year must give written notice to the Director of Schools, within thirty (30) days of the beginning of the school year, of the dates of the anticipated duty. While performing such duty or training, the employee shall be paid his regular salary up to a maximum of twenty (20) working days in any one (1) calendar year, plus such additional days as may result from any call to active state duty.² An employee called to active duty by the Governor to enforce the laws of the state shall be paid his regular salary for such time as he is engaged in the performance of his duty, and any time spent in active state duty shall not count against the fifteen-day period of leave allowed for military service.³

Request for leaves and extension of leaves shall conform to state law and board policy governing all leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for dismissal.

The employee shall supply a copy of the orders for duty, including the dates of departure and return it to the Director of Schools prior to, or simultaneous with, requesting leave.

Legal References:

- 1. U.S.C. §§ 2024(d) and 2021(a)(B).
- 2. T.C.A. § 8-33-109.
- 3. T.C.A. § 58-1-106(d); AGO 91-13.

APPENDIX J

Section G: Human Resources	<h2 style="margin: 0;">Knox County Board of Education Policy</h2>		
	Descriptor Term: <h3 style="margin: 0;">Legislative Leave</h3>	Descriptor Code: G-466	Issued: 6/00
		Reviewed: 3/23	Revised: 7/17

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Certificated employees who have been elected to state or local law-making bodies shall be granted two (2) days per month with pay while on contract for the time those law-making bodies are in official session or while attending official meetings outside the session.¹ Two (2) full days will be granted for the time those law-making bodies are in session: one day will be allowed for committee meetings and one day for full commission sessions. Employees shall not take half-day leave increments (personal or administrative) to avoid difficulty in obtaining classroom substitutes. Day not used in a given month cannot be carried over to the following month.

In addition, certificated employees shall be granted leave to serve on any board or commission of the state when the appointment is made by the Governor or General Assembly. Such leave shall not be counted against any other accumulated leave credits. The employee shall notify the principal or supervisor at least five (5) days prior to leave being taken.²

Legal References:

1. T.C.A. § 49-5-702; T.C.A. § 49-5-713.
2. T.C.A. § 49-5-205.

Approved as to Legal Form
 By Knox County Law Director 6/19/2017
/Gary T. Dupler/Deputy Law Director