

CHAPTER 1: ACKNOWLEDGEMENTS

Metropolitan Nashville Public Schools would like to take an opportunity to acknowledge and thank those individuals who participated in the collaborative conferencing on behalf of the Professional Employee Organization (i.e., Metropolitan Nashville Education Association) and the school district. Those individuals are presented below and distinguished based upon the entity they represented during this process.

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[CHAPTER CONCLUDES]

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[CHAPTER CONCLUDES]

CHAPTER 3: BASIC AGREEMENT PROVISIONS

Preamble

This Agreement is made and entered into on this the 10th day of August, 2021, by and between the Metropolitan Nashville Public Schools Board of Education, and the representatives of the professional employees of the Metropolitan Nashville Education Association as provided under Tenn. Code Annotated § 49-5-605.

Definitions

Terms defined in the "Basic Agreement Provisions" chapter have their assigned meanings, and the following terms have the assigned meanings throughout this Agreement:

Administrator. "Administrator" means the management team as defined in Tenn. Code Annotated § 49-5-602 (4).

Agreement. "Agreement" means the Memorandum of Understanding between the Metropolitan Nashville Public Schools Board of Directors and Metropolitan Nashville Education Association presented herein.

Association. "Association" means the Metropolitan Nashville Education Association.

Board of Education. "Board of Education" or "Board" means the Metropolitan Nashville Public Schools Board of Education.

Collaborative Conferencing. "Collaborative Conferencing" means the process by which the chair of a Board of Education and the Board's professional employees, or such representatives as either party or parties may designate, meet at reasonable times to confer, consult and discuss and to exchange information, opinions and proposals on matters relating to the terms and conditions of professional employee service, using the principles and techniques of interest-based collaborative problem-solving.

Day. "Day" means any weekday, Monday through Friday, in which schools are open during the normal school year. For the purposes of a grievance or filing of a complaint, the first day to be counted shall begin at 8:00 AM the following day. When school is not in session, a "day" shall be Monday through Friday, excluding holidays.

District. "District" means Metropolitan Nashville Public Schools.

Domestic Partner. “Domestic Partner” means unrelated legal adults (both age 18 or older and mentally competent to enter into a contract) who meet all of the following requirements:

- Both adults have chosen to share one another’s lives in an intimate and committed relationship of mutual caring that is intended to be lifelong,
- Both adults currently share a primary residence (i.e., living quarters, although it is not required the residence be listed in both names),
- Both adults have shared a primary residence for the preceding 365 days,
- Both adults are jointly responsible for basic living expenses (food and shelter although the individuals are not required to contribute equally), as demonstrated by a signed Declaration of Domestic Partnership demonstration financial interdependence and by providing three of the following as proof of joint responsibility:
 - Joint ownership of a primary residence or joint tenancy of a residential lease
 - Copy of a utility (water, gas, or electric) invoice listing both domestic partners
 - Joint ownership of an automobile (auto registration, joint auto insurance)
 - Joint bank or credit account
 - Joint liabilities (e.g., credit cards or loans, etc.)
 - A will or trust designating the domestic partner as beneficiary
 - A retirement plan or life insurance policy beneficiary designation form designating the domestic partner as beneficiary
 - A signed durable power of attorney to the effect that the employee and the domestic partner have granted powers to one another
 - Copies of each domestic partner’s driver’s license that indicates the same address
 - Other acceptable proof of joint financial responsibility as determined by the department of human resources
- Both adults have been jointly responsible for living expenses during the preceding 365 days, and
- Neither adult has been in a lawful marriage recognized by the State of Tennessee in the previous 365 days, is in another domestic partnership or are lineal ancestors

or descendants related to a degree of kinship that would otherwise prevent marriage from being recognized by the State of Tennessee (if divorced, a copy of the divorce decree for each partner is required to be provided).

Employees' Team. "Employees' Team" means those representatives who are chosen pursuant to Tenn. Code Annotated § 49-5-605 to represent professional employees in collaborative conferencing with the Board of Education.

Grievance. "Grievance" means any claim by any professional employee or the professional employees' organization that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, or a violation, misinterpretation, or misapplication of any written policy or practice of the Board of Education.

Grievant. "Grievant" means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim pursuant to the grievance procedure found in Chapter 4 of this Agreement.

Management Personnel. "Management Personnel" means employees who devote a majority of their time to the system-wide area or areas of professional personnel management, fiscal affairs or general management and shall specifically include principals, assistant principals, supervisors and others whose primary responsibilities are administration rather than teaching.

Management Team. "Management Team" means those professional employees certified by the Board of Education to represent the Board in the collaborative conferencing process.

Memorandum of Understanding. "Memorandum of Understanding" or "MOU" means the written document that memorializes and records the understanding reached by the Board of Education and its professional employees, or their respective representatives, if so designated, as to the terms and conditions of professional services set forth within the Agreement.

Parties. "Parties" means the Board of Education and respective representatives as well as the Professional Employees' Organization (POE) and respective representatives.

Professional Educators Collaborative Conferencing Act of 2011. "Professional Educators Collaborative Conferencing Act of 2011" or "PECCA" means the process described and authorized pursuant to Tenn. Code Annotated § 49-5-601 et seq.

Professional Employee. "Professional Employee" or "Employee" means any person employed by any local board of education in a position that requires a license issued by the Tennessee Department of Education for service in public elementary and secondary schools of this state, supported, in whole or in part, by local, state or federal funds, but shall not include any member of the management team, as defined in this part, or a retired teacher who is employed as a teacher in accordance with Tenn. Code Annotated § 8-36-8.

Professional Employee Organization. "Professional Employee Organization" or "PEO" means any organization with membership open to professional employees, as defined in subdivision (8) of Tenn. Code Annotated § 49-5-602, in which the professional employees participate and that exists for the purpose of promoting the professional status and growth of educators and the welfare of students.

Representative. "Representative" means any person, or group of persons, organization or association that is designated and authorized by the professional employees or the Board of Education to act for the professional employees or the Board, respectively, in the collaborative conferencing process.

School Board Policy. "School Board Policy" means those policies adopted by the Metropolitan Nashville Public Schools Board of Directors and posted on the Board's website for public access.

School Board Procedure. "School Board Procedure" means those administrative procedures established by the district and posted on the Board's website for public access.

Supervisor. "Supervisor" means any professional employee of the Board of Education whose full-time job responsibilities consist of oversight of other professional employees or curriculum development or both. Supervisors who spend a majority of their time engaged in administrative duties, rather than a teaching role, are also included in the definition of "Management Team."

Teacher. "Teacher" means a professional employee as defined in Tenn. Code Annotated § 49-5-602 (8).

Urgent Situation or Emergencies. "Urgent Situation or Emergencies" means an unplanned event which causes significant interference with normal activities requiring immediate attention and remedial action.

Working Conditions. "Working conditions" means those fundamental matters that affect a professional employee financially or the employee's employment relationship with the Board of Education and that are specifically designated as such pursuant to Tenn. Code Annotated § 49-5-601 et seq.

Recitals

This Memorandum of Understanding (MOU) memorializes the understanding reached by the Board and the representatives of the professional employees of the Board as to the terms and conditions of the professional employee's service with the district.

NOW, THEREFORE, the Parties hereby agree as follows:

[CHAPTER CONCLUDES]

CHAPTER 4: SALARIES AND WAGES

Salaries and Wages

Professional employee salaries are determined by a combination of education and experience. Experience must be verified by the Board from an approved list of accredited agencies in a manner, consistent with Tennessee State Board of Education Rule 0520-01-02-.02. Verification of credit and experience must be received by December 1 of the current school year in order to receive retroactive pay.

Compensation Plan

All salary, differentiated compensation, and salary supplements/stipends shall be paid via the official district payroll system and be reported to the Tennessee Consolidated Retirement System (TCRS) as compensation.

Salary Schedule

The salary of each professional employee covered by the regular salary schedule is set forth in Appendix A, which is incorporated by reference into the Memorandum of Understanding (MOU).

Placement on the Salary Schedule

Adjustment to Salary Schedule. All professional employees shall be placed on the proper step of the salary schedule as of July 1 of each year in accordance with the years of experience and educational attainment. Any professional employee employed for at least 100 days of the contract year shall be given full credit for one year of service toward the next incremental step for the following year.

Credit for Professional Experience. Each professional employee shall be awarded full credit for allowable teaching experience and educational attainment consistent with Tennessee State Board of Education Rule 0520-01-02-.02.

Frequency and Method of Wage Administration

All professional employees shall be paid on a bi-weekly basis. Such payment received shall be in full for the current pay period. All payments of salaries and wages shall be made by direct deposit to a financial banking institution. All professional employees shall be required to participate in a direct deposit program.

Exception Pay Rate

The exception rate of pay shall be \$25.00 per hour effective July 1, 2018, (budgeted at \$29.53 an hour) and shall apply to professional employees working beyond the regular work hours consistent with the following:

- During the academic calendar for specified and approved activities that are not part of the professional employee's regular job duties which help support school improvement plans,
- For all summer school assignments, and
- Extended learning assignments.

National Board Certification for Professional Employees, Requirements, and Supplemental Pay

Supplemental Pay. The National Board Certification supplement will be paid at the rate of \$4,000.00 per academic year for eligible professional employees. All professional employees are eligible for this supplement consistent with the following:

- Possessing a current National Board Certification, and
- Full-time with an "active" payroll status (not on unpaid leave of absence).

Supplemental Pay Requirements. Requirements for receiving National Board Certification stipend pay include the following:

- Supplemental pay installments will cease on the certification's expiration date.
- The professional employee must provide a copy of the valid certification or confirmation of the successful application from the State of Tennessee to the district's Compensation Division.

- The Compensation Division will resume the supplemental pay installments beginning with the next payroll period upon receipt of the reinstated certification or confirmation of a successful application.
- The Compensation Division will resume the supplemental pay installments beginning with the next payroll period upon receipt of the reinstated certification or confirmation of a successful application.
- The professional employee is not eligible for retroactive payment of any lost installments due to an expired certification or failure to submit required documentation for renewal or eligibility.
- In the year a professional employee initially achieves National Board Certification, the supplemental pay shall be effective on and retroactive to the first day of the academic year.

It is each professional employee's responsibility to provide the Compensation Division with necessary documentation as listed above. Professional employees will be notified if their supplemental pay installment have ceased during the effective payroll period. Regular audits of National Board Certification recipients will be conducted to ensure eligibility of supplemental pay installments.

School Psychologists and Speech/Language Therapists. School psychologists are certified through National Association of School Psychologists. Speech/language therapists are certified through American Speech-Language-Hearing Association.

Voluntary Workshops and Training Activities

Voluntary workshops and training activities beyond the regular school day shall be compensated at \$85.00 and shall be seven hours in length, including a one-hour duty-free lunch with the right to leave campus for lunch. Half-day voluntary workshops and training activities shall be three hours in length and compensated at half the full day rate.

Professional Employees Covering Classes for Other Professional Employees (In Lieu of Substitute)

Any professional employee covering an in-person or virtual class because a substitute is not available shall be paid the highest substitute rate available, exclusive of the substitute bonus. Covering a class during a professional employee's two and a half hours of weekly

self-selected planning time because a substitute is not available shall be done so on a voluntary basis except in urgent/emergency situations as defined herein. Such additional compensation shall be prorated for the time period or percentage of the class that each professional employee covers. When a class is split among several professional employees, the highest substitute rate will be divided evenly among all professional employees receiving students.

Compensation Committee

The Board of Education and the Metropolitan Nashville Education Association agree to establish and maintain a "Compensation Committee" consisting of all stakeholders. The Compensation Committee shall be comprised of three members appointed by the Director of Schools or designee, four members appointed by the Association, and one member of the elected Board of Education. The Compensation Committee shall be chaired jointly by one member appointed by the Director of Schools or designee and one member by the Association. The Compensation Committee shall address matters related to district compensation plans and priorities.

The Compensation Committee shall convene no later than September 15 of each year and meet quarterly. All stakeholder groups shall be invited and afforded an opportunity to offer input and recommendations to the Compensation Committee. The Compensation Committee is charged with collaborating to identify and present budget recommendations to the Director of Schools.

The Compensation Committee further commits to the retention of experienced professional employees. As such, a goal will be to create and recommend a longevity pay structure for professional employees who have reached the top of the current pay schedule and remain there for more than one (1) academic year. During the academic year 2021-2022, the Compensation Committee shall propose and present a longevity pay structure for the 2022-2023 academic year.

The compensation committee will also recommend funding for salary schedule step increases be included as part of the “Continuity of Operations Budget” that is presented to the school board. For academic years 2022-2023 and 2023-2024, should step increases not be included in the final approved budget, Metropolitan Nashville Public Schools and Metropolitan Nashville Education Association agree to review the recommendations of the compensation committee to discuss options for use of the compensation funding that is provided.

[CHAPTER CONCLUDES]

CHAPTER 5: GRIEVANCES AND PROCEDURES

What is a grievance?

A grievance is a professional employee's claim that there has been a violation, misinterpretation, and/or misapplication of the following:

- Metropolitan Nashville Public Schools Board Policy or Board Procedure,
- Tennessee State Law,
- Federal Law,
- State Board of Education Policy, Procedure, or Guideline, and/or
- Memorandum of Understanding presented herewith.

What is not a grievance?

The following items are not considered a basis for a grievance:

- Disagreement with a supervisor's actions or decisions aligned with law, policy, or administrative procedure.
- Reprimand or any similar corrective action. Note: *See "Teacher Rights" for information on appeals of reprimands.*
- Placement on a plan of assistance.

Professional Employee Rights

The following professional employee rights are guaranteed by Metropolitan Nashville Public Schools consistent with the Memorandum of Understanding presented herewith:

- Reprimands and grievances shall be conducted confidentially, in a private location, involving only the necessary personnel and their representatives.
- An affected professional employee, who is a member of a professional employee organization (PEO) that is a party to this agreement, shall, however, have the right, in all such instances to request the presence of a PEO representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance, given a reasonable timeframe to allow the representative to attend (See Tenn. Code Ann. § 49-5-603).

- Except in cases of alleged child abuse, workplace violence, or other emergencies, professional employees will be notified of investigatory and disciplinary meetings at least 24 hours in advance.
- Professional employees shall be afforded due process as prescribed by law to ensure that any adverse action shall be for just cause and treated fairly and equitably.
- Any professional employee may appeal a reprimand to the supervisor of his/her principal/supervisor or to the Executive Director of Schools.
- The opportunity to appeal shall be granted to professional employees who receive a reprimand and in response to the reprimand allege that compliance with a directive from a supervisor would have endangered the teacher's health and/or safety in violation of Metropolitan Nashville Public Schools policies and procedures.
- A professional employee organization (PEO) that is a party to this agreement shall be notified immediately whenever a suspension is recommended to the Director of School.
- A tenured professional employee dismissal hearing shall be held before an impartial hearing officer. Note: *Metropolitan Nashville Public Schools shall continue to comply with Tennessee Code regarding the appointment of an impartial hearing officer.*
- Any complaints regarding a professional employee's conduct made to an administrator by a parent, a student, or any other person shall be processed according to Board Policy 5.501 and/or the administrative procedures outlined in the Certified Employee Handbook. Complaints related to child abuse or Title IX related incidents will be processed according to applicable federal or state law and MNPS policy/procedure.
- When an issue arises, a professional employee is encouraged to contact the professional employee organization (PEO) or the appropriate Human Resource Partner after discussing and unable to resolve the issue with his or her supervisor. Appropriate issues should be directed to and addressed by the faculty advisory committee (FAC).

Grievance Procedures

Grievances can be submitted during the informal procedure or one of the three formal procedures presented herein.

Informal Procedure. If a professional employee feels that he or she has a grievance, the professional employee shall first discuss the matter with his or her principal or other appropriate supervisor in an effort to resolve the problem informally. The parties shall seek to resolve the issue by obtaining advice and counsel from the appropriate division within Metropolitan Nashville Public Schools. If the problem is not resolved informally, then the professional employee may declare that a grievance exists, and the formal procedure invoked. *Note: If the grievance relates to a principal's decision, and if the informal procedure is unsuccessful, the appropriate person to hear a level one grievance is the principal's supervisor.*

Formal Procedures. Table 1 presents procedures for formal grievances.

Table 1: Procedures for Formal Grievances

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| Level One | <ul style="list-style-type: none"> • If the professional employee is not satisfied with the outcome of the informal procedure, he or she may present the alleged grievance formally in writing to the principal or supervisor. A written grievance shall contain the following information: <ul style="list-style-type: none"> ○ The name and position of the professional employee, ○ A statement of the grievance and the facts involved, including relevant dates, ○ A reference to the applicable provisions of Metropolitan Nashville Public Schools board policy or procedure, Tennessee state law, Federal law, State Board of Education policy, procedure, or guideline, and/or the Memorandum of Understanding (MOU) presented herewith, ○ The corrective action requested, and ○ Signature of the professional employee. |
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| | <ul style="list-style-type: none"> • At the time of filing the level one grievance, the professional employee may also request a conference. The level one conference shall be held prior to the rendering of a decision. If a conference is requested, the act of scheduling the conference shall occur within 10 working days of receiving the level one grievance. • The principal or supervisor, or other appropriate administrator shall render a written decision to the professional employee consistent with the following: <ul style="list-style-type: none"> ◦ Within 10 working days after the receipt of the written grievance, or ◦ Within 10 working days after the grievance conference (if requested). |
| Level Two | <ul style="list-style-type: none"> • If the professional employee wishes to appeal a level one decision, the professional employee may appeal in writing to the Chief of Human Resources within 10 working days after the level one decision. • At the time of filing the level two grievance, the professional employee may also request a conference. The level two conference shall be held prior to the rendering of a decision. If a conference is requested, the act of scheduling the conference shall occur within 10 working days of receiving the level two grievance. • The Chief of Human Resources or designee shall render a written decision to the professional employee consistent with the following: <ul style="list-style-type: none"> ◦ Within 10 working days after the receipt of the written grievance, or ◦ Within 10 working days after the grievance conference (if requested). |
| Level Three | <ul style="list-style-type: none"> • If the professional employee wishes to appeal a level two decision, the professional employee may appeal in writing to the Director of Schools within 10 working days after the level two decision. • At the time of filing the level three grievance, the professional employee may also request a conference. The level three conference |

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| | <p>shall be held prior to the rendering of a decision. If a conference is requested, the act of scheduling the conference shall occur within 10 working days of receiving the level three grievance.</p> <ul style="list-style-type: none"> • The Director of Schools shall render a written decision to the professional employee consistent with the following: <ul style="list-style-type: none"> ◦ Within 10 working days after the receipt of the written grievance, or ◦ Within 10 working days after the grievance conference (if requested). <p>This decision is final.</p> |
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Grievance Conferences

Generally, grievance conferences will be scheduled for times that do not interfere with the professional employees' assigned duties. Reprimands and grievances shall be conducted confidentially, in a private location, involving only the necessary personnel and their representatives. An affected professional employee, who is a member of a professional employee organization (PEO) that is a party to this agreement, shall have the right to request the presence of a professional employee organization (PEO) representative at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance, given a reasonable time period to allow the representative to attend.

Additional Grievance Information

Note the following additional information regarding grievances:

- A grievance may be withdrawn at any level without prejudice or record.
- Failure by the aggrieved person or group at any level to appeal a grievance to the next level within the specified time limit herein shall be deemed to be acceptance of the decision rendered at that level on a non-precedent setting basis.
- No grievance shall be recognized by Metropolitan Nashville Public Schools unless it shall have been presented to the appropriate level in writing within 40 working

days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based and if not so presented, the grievance shall be considered as waived.

- Nothing in this agreement denies any employee the opportunity to consult with any supervisory or administrative officer of Metropolitan Nashville Public Schools.
- At any level, time limits in this agreement may be mutually extended. However, the intent of this provision is to expedite the processing of all grievances.
- No reprisals shall be invoked against any professional employee for processing a grievance or participating in any way in the grievance procedure.
- When a grievance involves more than one professional employee, the group of employees, with the assistance of the appropriate representative, may submit a collective grievance at the appropriate level.
- Working days are defined as any day in which the district office is open, excluding holidays and inclement weather days.
- If the grievance involves an executive director of schools, the Chief of Human Resources will designate a neutral administrator to be the responding party.

[CHAPTER CONCLUDES]

CHAPTER 6: INSURANCE

Insurance Benefits

The Board of Education agrees to the following relative to insurance benefits:

- To pay 75% of the insurance package for eligible professional employees. *Note: This Agreement does not apply to life insurance beyond the amount deemed by the Internal Revenue Service (IRS) as an allowable, non-taxable, employer-paid benefit.*
- To provide a \$50,000.00 life insurance benefit for all eligible professional employees. *Note: Eligible professional employees are regularly scheduled to work at least 18 hours per week.*
- To provide a \$500.00 death benefit, under the provisions of the Metropolitan Charter, for each professional employee.

Employee Assistance Program (EAP)

Metropolitan Nashville Education Association agrees to fund and maintain a confidential Employee Assistance Program (EAP).

[CHAPTER CONCLUDES]

CHAPTER 7: FRINGE BENEFITS

Reimbursement for Teaching Supplies

Funds allocated to professional employees through the Basic Education Program (BEP) shall be spent on instructional supplies as provided in Tenn. Code Ann. § 49-3-359(a). Two hundred dollars shall be designated for every professional employee in kindergarten through grade twelve (K-12). The district further agrees to reimburse each regular and exceptional education classroom teacher, librarian, school counselor, social worker, psychologist, speech-language pathologist, and itinerant classroom teacher for the purchase of instructional materials and supplies based upon state and district guidelines as well as auditing procedures.

Basic Education Program (BEP) shall be distributed to professional employees no later than October 31. Prior to the first instructional day, financial and auditing policies and procedures for Basic Education Program (BEP) purchases will be posted and shared with professional employees by the district.

School-Based Budgeting and Teaching Supplies

According to school-based budgeting guidelines issued by the district, schools must allocate the per-student amount available to purchase classroom supplies for professional employees. In partnership with the school leadership team, school principals must establish a process for professional employees to request their supply needs. Before the first instructional day, principals must share the process for requesting and approving supply requests.

Travel and Mileage Reimbursement

For professional employees authorized to use personal automobiles in the performance of their duties, and/or travel in performance of their duties, reimbursement will be provided consistent with Board Procedure 2.804.1.

Professional Employee Attendance at Athletic and Non-Athletic Events

All professional employees shall be admitted without charge to regular season athletic contests at all Metropolitan Nashville Public Schools events upon presenting district-issued identification. Professional employees shall be admitted without charge to non-athletic events at their assigned school. Additionally, all professional employees shall be admitted without charge to non-athletic events at all Metropolitan Nashville Public Schools upon presenting district-issued identification (space permitting).

[CHAPTER CONCLUDES]

CHAPTER 8: WORKING CONDITIONS

Concerns Related to Meetings and Workday

Any concerns about the provisions related to workday, meetings, and faculty meetings shall be discussed with the faculty advisory committee, school leadership team and/or principal/department head. Concerns that continue and are not addressed shall be discussed with the appropriate supervisor.

Instructional Workday

All professional employees shall be present at their respective schools seven and one-half hours each day students are in school. This accounts for the seven-hour instructional day and arrival and departure based on the needs of the students.

Noninstructional Workday

A noninstructional workday is one in which students are not in school, but professional employees report to work (with the exception of parent-teacher conferences). Noninstructional workdays shall be seven hours in length including a one-hour duty-free lunch with the right to leave campus for lunch. For each noninstructional workday on the district calendar, Metropolitan Nashville Public Schools will allot three hours of teacher planning over the course of the academic year.

As an example, if there are 10 noninstructional workdays on the calendar, the district will allocate a minimum of 30 hours of planning (i.e., 3 hours x 10 days = 30 hours). In this instance, the 30 hours of planning will be allotted over the course of the 10 noninstructional workdays. Noninstructional days shall be scheduled consistent with the following:

- Six hours of professional development,
- Six hours of teacher planning, or
- Three hours of professional development and three hours of teacher planning.

The number of noninstructional workdays varies each academic year.

Before July 1, Metropolitan Nashville Public Schools, in consultation with Metropolitan Nashville Education Association, will publish a guidance document indicating the professional development and planning designations for all noninstructional workdays for the academic year. The guidance document will clearly indicate the number of noninstructional workdays, the time allotted for planning, and the time allotted for professional development.

Faculty Meetings

- A faculty meeting is any called meeting with the majority of the faculty beyond the seven and one-half hour workday.
- By the end of the first week of school, the faculty, in collaboration with the principal and/or department head, shall determine the regular schedule and purpose for faculty meetings. Sound professional judgment in scheduling and conducting faculty meetings shall be used. Reasonable notice and an agenda shall be provided except in urgent situations.
- Regular faculty meetings shall adhere to the following conditions except in urgent situations:
 - A maximum of four meetings per calendar month may be held.
 - Faculty meetings shall not exceed two hours during a calendar month.
 - Meetings held after the end of the school day shall start within 15 minutes after the student dismissal time. Meetings held before the school day shall end at least five minutes before the student arrival time.
 - No meeting shall exceed one hour in length. If a meeting will exceed an hour, the principal shall give the faculty 48-hour advance notice.
 - Topics of school-wide interest submitted in writing by professional employees to the principal—at least three school days in advance of a meeting—must be placed on the agenda with five minutes designated for each topic. Due to time constraints, no more than two topics shall be added to the agenda for this purpose. Submissions by Metropolitan Nashville Education Association representatives will be given priority. This shall not preclude other topics of school-wide interest submitted by the faculty from being discussed at the principal's discretion.

- Morning meetings shall not be scheduled on Mondays or on any day immediately following a holiday or any other day in which professional employee attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding a holiday or any other day in which professional employee attendance is not required at school.
- No professional employee shall be required to attend a vendor presentation without an instructional purpose.

Other Meetings

- Other meetings, which may or may not include the majority of the faculty, can be held beyond the seven and one-half hour workday to collaboratively improve the school.
- Principals in collaboration with the faculty, shall determine the schedule and purpose for other meetings. Sound professional judgment in scheduling and conducting other meetings shall be used. Reasonable notice and an agenda shall be provided.
- Other meetings shall adhere to the following conditions:
 - Other meetings scheduled outside the instruction day may include, but are not limited to, vertical team, school improvement plan, accreditation, professional learning communities, and other committee meetings.
 - A maximum of two meetings per calendar month may be held.
 - Other meetings shall not exceed one hour during a calendar month.
 - Meetings held after the end of the school day shall start within 15 minutes after the student dismissal time. Meetings held before the school day shall end at least five minutes before the student arrival time.
 - Morning meetings shall not be scheduled on Mondays or any day immediately following a holiday or any other day in which professional employee attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding a holiday or any other day in which professional employee attendance is not required at school.

Academic Freedom

Metropolitan Nashville Public Schools seek to educate students in the democratic tradition; to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of, and respect for, the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the professional employee and student is encouraged.

Academic freedom shall be guaranteed to professional employees to create, in the classroom, an atmosphere of freedom that permits students to raise questions dealing with critical issues of the time and which maintains an atmosphere conducive to the study, investigation, presentation, and interpretation of facts, which stress the interplay of ideas. In addition, the professional employee is responsible for exercising his or her judgment in selecting for discussion those relevant issues which are appropriate to the maturity, age, grade level, and understanding of the students involved. Freedom of individual conscience, association and expression are encouraged, and fairness in procedures will be observed both to safeguard the legitimate interest of schools and to exhibit by appropriate examples the basic objectives of democratic society. Professional employees are entitled to full rights of citizenship. No lawful religious or political activity of any professional employee shall be grounds for discipline or discrimination with respect to the employment of such professional employee. Professional employees should recognize that academic freedom is not an absolute and may be impacted by state statute, and it must be exercised within the basic ethical responsibilities of the teacher profession as deemed appropriate in the Teacher Code of Ethics (See Tenn. Code Ann. § 49-5-10).

Professional Employee Code of Ethics

Obligations to Students. For information on professional employee obligations to students see Tenn. Code Ann. § 49-5-1003.

Obligations to the Education Profession. For information on professional employee obligations to the education profession see Tenn. Code Ann. § 49-5-1004.

Corrective Action and Progressive Discipline

The corrective action and progressive discipline process recognize that professional employees make mistakes and may not always follow policies and procedures closely, and that professional employees should be given the opportunity to adjust behaviors when possible; at the same time, serious offenses must be recognized and handled immediately. The corrective action and progressive discipline process are governed by procedure 5.200.1p.

Retention Committee

Metropolitan Nashville Public Schools and Metropolitan Nashville Education Association agree to establish and maintain a Teacher Retention Committee consisting of all stakeholders. The Committee shall be comprised of three members appointed by the Director of Schools or designee, four members appointed by the Association, and one member of the elected Board of Education. The Committee shall be chaired jointly by one member appointed by the Director of Schools or designee and one member by the Association. The Committee shall address matters related to retention strategies. The Retention Committee shall convene no later than September 15 of each year and meet quarterly. The Committee is charged with collaborating to identify and present retention strategies and recommendations to the Director of Schools.

Involvement in the Decision-Making Process

Professional employees are held accountable for the success of the educational process. Therefore, the district recognizes the necessity of involving faculties in the decision-making process. When feasible during workshops and local in-service, professional employees and principals will explore and discuss ways of organizing schools for improved programs. Where applicable, local staffs will consider differentiated staffing, which would include identifying and describing various functions within the school setting that can be performed by paraprofessionals, team teaching, variable student grouping,

etc., which might make possible the reconstruction of instructional staffs, instructional patterns, and school organization. When necessary, professional employees will devote the necessary time beyond the normal school day to accomplish the above objective. Professional employees shall provide, through the school leadership team, input on the student-based budgeting process for the school.

The district shall make available to each school an appropriation in the 2316 School Funding Allocation and the 2321 Pre-K Instruction supply account based on the enrollment in the school. All local funds allocated for instructional materials and supplies (2316 and 2321 funds) shall be distributed as determined by the principal with input of the faculty.

Faculty Advisory Committee (FAC)

Establishment. Professional employees are encouraged to form an elected faculty advisory committee (FAC) for the purposes of:

- Collaborating and advising on suggestions, ideas, and solutions that address school-wide issues and challenges,
- Representing the questions and concerns of professional employees,
- Establishing and maintaining productive relationships and communications, and
- Creating a positive culture and climate through shared leadership.

Principals shall collaborate with the faculty advisory committee (FAC) to address school-wide issues and concerns. The committee shall serve as a vehicle by which the faculty may propose changes to existing school-level policies, procedures, and practices, as well as school health and safety plans. The faculty advisory committee (FAC) may also propose changes to lesson planning protocols. All proposed changes shall be presented and discussed with the principal for collaboration and consideration purposes. Changes require principal approval. Committees shall communicate resolutions to the faculty.

Election and Term. The first step in establishing a faculty advisory committee (FAC) is for three non-supervisory professional employees to create a volunteer nominating committee which shall convene for the purpose of establishing a procedure to gather nominations from the faculty for prospective non-supervisory professional employee members of the faculty advisory committee.

- The nominating committee shall communicate to the principal that the process has begun.
- The nominating committee shall solicit the names of nominees from each department/grade level/content area for inclusion on a ballot.
- All non-supervisory, professional employees within the school are eligible to vote for and hold membership on the committee.
- The nominating committee shall determine how many members will be on the faculty advisory committee, but every effort should be made to include representatives from each department/grade level/content area. The faculty advisory committee (FAC) shall consist of at least three members.
- Voting shall be conducted by secret ballot within two weeks of the initial solicitation of nominees. Ballots shall be returned to and tabulated by the nominating committee. The nominating committee shall announce members of the faculty advisory committee (FAC) within one school day of tabulating ballots.

It is recommended that the committee be elected by September 15 and organized by October 1, but it may be formed at any time during the school year. Each faculty advisory committee (FAC) member will serve for one school year. A nominating committee will be formed, and elections will be held each school year.

Initial Meeting and Officers. The first faculty advisory committee (FAC) meeting shall take place within one week following the announcement of the committee members.

- At the first meeting, a chair, vice-chair, and a secretary shall be elected.
- The faculty advisory committee (FAC) will determine procedures for professional employees to report concerns and methods for keeping and distributing notes/minutes.
- The faculty advisory committee (FAC) shall establish its monthly meeting schedule for the remainder of the school year, in consultation with the principal, in order to establish a mutually agreeable calendar.

The reporting procedure and monthly meeting schedule shall be communicated to faculty and the principal within three school days of the first faculty advisory committee (FAC) meeting.

Vacancies. If a vacancy occurs during the school year, the faculty advisory committee (FAC) will create a nominating committee and follow the election process defined above.

Meetings. The committee shall meet at their regularly scheduled monthly meeting time or when it is deemed necessary by the chair, by a majority of the committee members, or by a request of 20% of the faculty.

- Judgement in scheduling meetings outside of the regular meeting calendar will be used. Reasonable notice of meetings and agendas shall be provided to the faculty and principal.
- The chair of the committee, in conjunction with the vice chair, shall set the agendas based on suggestions from the faculty, principal and other committee members.
- The faculty advisory committee (FAC) chair, vice chair, and principal shall meet within three school days to discuss resolutions.
- Accurate minutes of the meetings, including recommendations and resolutions, shall be kept by the faculty advisory committee (FAC) designee and copies shall be shared with the faculty within two school days after the meeting.

Involvement of Other Personnel. Officers or staff of the professional employee organization (PEO) representing teachers in collaborative conferencing and administrative or supervisory personnel may be invited to attend meetings at the principal's or committee's request. Each party shall inform the other in advance when outside individuals have been invited.

Technology for Professional Employees

Professional employees shall be provided with the technology, devices, and support necessary to complete assigned job duties/responsibilities. Personal devices may be utilized during an emergency. The principal shall not mandate that professional employees use personal devices to complete assigned job duties/responsibilities. It is a professional employee's choice to use personal devices for official business purposes consistent with district policy and procedure. All official communications shall take place using Metropolitan Nashville Public Schools approved software and technologies. See Board Policy 1.805 and Board Policy 5.612 for additional information.

District and Association Meetings

The Director of Schools or designee agrees to meet with the President of the Metropolitan Nashville Education Association at least monthly.

Parent-Teacher Conference Day Schedule

An alternate Parent-Teacher Conference Day schedule may be established by each principal, in consultation with members of the faculty, to arrive at mutually agreeable alternate dates and times for parent conferences. The alternate days must take place within the same payroll period as the district-scheduled date for conferences. All faculty members are required to be present on the alternate days and times so parents may meet with all of the appropriate personnel without having to make multiple trips to school. Individually planned schedules shall not be accepted. In the event the faculty and the principal do not agree on an alternate schedule, the conference will be held on the date designated on the district-approved calendar.

District Calendar Committee

Each year prior to the adoption of the school calendar, Metropolitan Nashville Public Schools will consider recommendations from all interested parties, including parents, teachers, and support staff. In order to obtain input from these stakeholders, the Director of Schools shall establish a District Calendar Committee comprised of representatives from these groups. The Committee shall meet and present their recommendations to the Director of School. Metropolitan Nashville Education Association shall appoint a minimum of two professional employees to the Committee.

Planning Time for Professional Employees

All professional employees shall have daily planning time which shall be free of student responsibilities except for emergencies. Planning time at each school shall be equitable, with each professional employee receiving the same amount of planning. The professional employee shall have three individual (self-directed) planning periods or 180 minutes per week. During designated individual (self-directed) planning, professional

employees shall have no other duties and responsibilities but to plan and prepare for instruction. Principals may designate two administrative planning periods or 120 minutes per week. During these designated planning periods, the principal may mandate meetings, school or district administrative duties, or other activities at the principal's discretion. Professional employees may be required to attend two additional administrative meetings per month. However, professional employees must receive at least 150 minutes of planning time per week consistent with Tennessee School Board of Education Rule 0520-1-3-.03 (4). The principal shall determine the planning schedule after consultation with the faculty. Individual professional employee schedules shall indicate which days are individual planning and which days are administrative planning when individual professional employee schedules are distributed at the start of each semester.

District-Based Personnel Files

Professional employees have the right, upon request, to review the contents of their personnel file. No material of derogatory nature will be placed in the district-based personnel file of a professional employee without the employee's prior knowledge of the content and the date of placement in the file. Upon request by the professional employee, a rebuttal may be attached to the material.

Site-Based Personnel Files

Professional employees have the right, upon request, to review the contents of their site-based personnel files. Site-based personnel files may only contain disciplinary records, intervention plans (or similar), service commendations, awards, official evaluation scores, resume, and emergency contact information. The professional employee shall be notified prior to discipline and intervention records (or similar plans) being placed in the site-based personnel file. Professional employees shall have the right to request that service commendations and awards be placed in their site-based and district-based personnel files. For more information see Board Procedure 5.114.1.

Professional Employee Information

To ensure mailings are received and to allow for contact in emergencies, each professional employee shall keep address, telephone number, the name and telephone number of an emergency contact, and any other pertinent data current with the school or department and within Employee Self Service at all times.

Background Checks

For more information on background checks see Tenn. Code Annotated §49-5-413 and Board Policy 5.118.

Professional Employee Dress

All professional employees are expected to dress in a professional manner that inspires respect and serves as a role model for students. It is recognized that attire must also be appropriate for the employee's assignment, the needs of the students, and the physical needs of the professional employee. Clothing should be modest and an appropriate size. It is understood that problems of employee dress shall be handled professionally between the employee and the immediate supervisor.

Cost of Loss or Damage to Personal Property Resulting from Assault

Upon submission to the Chief Human Resources Officer adequate proof of the existence of, and damage to personal property of a professional employee as a result of an assault while the employee was on duty on school property, the Metropolitan Nashville Public Schools shall reimburse the employee for such damage or destruction, at replacement cost not to exceed \$1,500.00. A professional employee's term of duty is determined by the exact arrival and departure for assigned responsibilities. The report must be submitted within 40 workdays of the date of the damage.

Prohibition of Employee Harassment

See Board Policy 5.500.

Ethics, Conflicts of Interest, and Acceptance of Gifts

See Board Policy 5.611, Board Policy 5.601, and Board Policy 5.605.

Teacher of the Year

At the beginning of each school year, Metropolitan Nashville Public Schools shall publish the criteria and eligibility requirements for teacher of the year as outlined by the Tennessee Department of Education and will send that information to principals along with an overview of the selection process outlined below.

- Each school shall elect a teacher of the year no later than the first week of December of each school year using a two-part election process.
- The process within the school should begin no later than the first week of November, with the principal providing a list of professional employees who are eligible based on those criteria in terms of years of service and amount of time spent on direct instruction.
- Only professional employees (non-supervisory) are eligible to vote in the teacher of the year election.
- A first election shall be held to determine the top three finalists using a ballot that includes all eligible professional employees as determined by criteria set forth by the Tennessee Department of Education.
- The top three finalists will complete a school-level application and that information shall be available to all professional employees. A second election shall be held to determine the teacher of the year from the top three finalists on a ballot created by a committee of three professional employees.

All ballots in both elections shall be tabulated by a committee of three professional employees comprised of the following:

- Metropolitan Nashville Education Association Representative. *Note: If the representative is not available, another Metropolitan Nashville Education Association representative may serve as an alternate.*
- Faculty Advisory Committee Chair. *Note: If the chair is not available, any member of the committee may serve as an alternate. If there is no committee at the school, a professional employee may be nominated by the leadership team.*

- Previous Teacher of the Year. *Note: If the previous teacher of the year is not available, a faculty member that has been a teacher of the year during the previous three years may serve.*
- Principal or Designee. *Note: The principal or designee shall observe tabulation of the votes.*

Candidates for teacher of the year cannot serve on the tabulation committee. If a candidate for teacher of the year is on the tabulation committee, an alternate shall serve.

Smoking

See Board Policy 1.803.

Reporting Arrest or Criminal Citation

Arrests must be reported in accordance with Board Procedure 5.1213.1p. Criminal convictions must be reported in accordance with Tenn. Code Annotated § 49-5-413 and Tenn. Code Annotated §49-5-417.

Lactation Support Measures for the Workplace

See Tenn. Code Annotated § 50-1-305 and Tenn. Code Annotated § 50-10-101, et. seq.

Light Duty

Whenever a professional employee has a temporary disability that limits his or her ability to perform job functions, the department or school shall, whenever possible, provide light duty opportunities for the employee so he or she may continue to work productively. The department or school shall not be required to create additional positions in order to facilitate light duty assignments. An employee who is out of work because of an on-the-job injury will be given preference for light duty positions in his or her department or schools and is expected to perform light duty work whenever opportunities are available, and the employee has been released to work light duty assignments.

Vacation: 10-Month Professional Employees

A professional employee’s work year is 201 days. This is inclusive of 10 days of vacation. This vacation is earned at the rate of one day of vacation for each scholastic month employed. Vacation is paid as part of the bi-weekly regular salary and cannot be accumulated. Professional employees who do not work a full 10 months shall have their salary adjusted based on the number of days actually earned.

Vacation: 12-Month Professional Employees

Professional employees on a 12-month contract hired or promoted into a position on or after July 1, 2014, will accrue vacation consistent with Table 2.

Table 2: 12-Month Professional Employee Vacation Accruals

| Number of Years of Service Completed as of Anniversary Date | Vacation Days Per Fiscal Year |
|--|--------------------------------------|
| 0-5 | 12 |
| 6-9 | 15 |
| 10-19 | 20 |
| 20+ | 25 |

Professional employees on a 12-month contract hired on or before June 30, 2014 will be grandfathered at the 20 days per fiscal year until they reach 20 plus years of service with Metropolitan Nashville Public Schools, whereby employees will advance to 25 days per fiscal year. The vacation may be taken as approved by the employee’s supervisor. These days are cumulative, but not more than 50 days may be carried over to the following year.

Holidays

Professional employees shall have holidays according to the below tables.

Table 3: 12-Month Professional Employee Holidays

| | | |
|------------------------|-------|---|
| New Year’s Day | 1 day | January 1 or as observed |
| Martin Luther King Day | 1 day | Third Monday in January |
| Spring Holiday | 1 day | To be determined by Director of Schools |
| Memorial Day | 1 day | Last Monday in May |
| Independence Day | 1 day | July 4 or as observed |
| Labor Day | 1 day | First Monday in September |

| | | |
|--------------|-----------|---|
| Thanksgiving | 2 days | Fourth Thursday and Friday in November |
| Winter Break | 3 days | To be determined by Director of Schools |
| Total | 11 | days |

Table 4: 11-Month and 10-Month Professional Employee Holidays

| | | |
|------------------------|----------|---|
| Labor Day | 1 day | First Monday in September |
| Thanksgiving | 2 days | Fourth Thursday and Friday in November |
| Martin Luther King Day | 1 day | Third Monday in January |
| Spring Holiday | 1 day | To be determined by Director of Schools |
| Total | 5 | days |

Holidays that fall on Sunday will be observed on the following Monday by those working Monday through Friday. Holidays that fall on Saturday will be observed on Friday. When official holidays occur on a scheduled workday of a part-time employee, such employee shall be entitled to the holiday and shall receive pay for the number of hours the employee normally would have worked (except for retired, part-time employees). Any employee who is absent without approved paid leave on the working day immediately preceding or following a holiday shall lose pay for the holiday as well as for the other days used immediately before and after the holiday.

Inclement Weather

If school is delayed, professional employees will adjust their arrival time based on the number of hours the student schedule is adjusted. For example, if school is delayed for two hours the professional employee report time is two hours later than their normal report time. If a professional employee is unable to report to school due to inclement weather and schools are open, the employee shall be charged a personal day (unpaid leave if no personal day remains). Professional employees shall not be charged leave when school is closed and not in session. Inclement weather days will be made up based on the school calendar. Professional employees shall not be charged for pre-approved leave on days school has been closed and is not in session.

Health and Safety

If you have a health and/or safety concern, share that information with the principal or supervisor for resolution. Metropolitan Nashville Public Schools will also publish a clearinghouse page on its website indicating who to contact for specific concerns

related to health and safety. This will include a link to contact Metropolitan Nashville Education Association for members needing additional assistance. The website will include who to contact for the following:

- Personal Protective Equipment (PPE) or cleaning supplies,
- Noncompliance with official district COVID-19 prevention protocols, and/or
- Unsafe or unsanitary conditions.

Personal Protective Equipment (PPE)

Metropolitan Nashville Public Schools shall provide personal protective equipment (PPE), specifically Center for Disease Control and Prevention (CDC) compliant face masks, face shields, and gloves, for all professional employees who request it. Prior to face-to-face instruction, the district shall create and implement a system by which principals monitor and request personal protective equipment (PPE) to ensure adequate amounts are continuously available to all professional employees. Employees who work with students who are unable to comply with all health and safety protocols shall be provided with additional personal protective equipment (PPE) that is appropriate and necessary for the environment. In addition, professional employees shall be expected to comply with all health and safety protocols mandated by the district.

Preparation for Transfer or New Assignment After First Instructional Day

New Assignment, Same Building. After the first instructional day, if a transfer or new assignment occurs within a building, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive one entire school (or work) day for transition and preparation.

New Assignment, Different Building. After the first instructional day, if a transfer or new assignment is from one building to another, the professional employee shall be afforded the opportunity to have any materials and equipment transported to the new location and to receive two entire school (or work) days to prepare.

Moving Locations/Buildings. A professional employee shall not be required or directed to move any materials or equipment other than during the school (or work) day.

Equipment, Instructional Materials, and Training. The principal shall requisition all equipment and instructional materials required to teach the content standards within one week of the professional employee's transfer or new assignment. For additional supplemental material needs, please see Fringe Benefits section contained herein. The school or district shall be responsible for the cost of attending any training or professional development that may be required as a result of the transfer or new assignment.

TEAM Evaluation Schedule. If the transfer or new assignment causes a change in grade level or subject area, the principal and the professional employee shall meet and collaborate on an evaluation schedule for the remainder of the semester.

Teacher Facilities and Access

- The Board shall provide in each school the following facilities:
 - **Storage Space.** Space for each professional employee within each instructional area to store instructional materials and supplies.
 - **Staff Area.** A furnished space reserved for the exclusive use of professional employees. Although employees are expected to exercise reasonable care in maintaining the appearance and cleanliness of the staff area, it shall be cleaned and maintained regularly by the custodial services staff.
 - **Communication System.** A communication system, which allows professional employees to communicate with the main building office from their classrooms.
 - **Secure Space.** Private closet, desk, filing cabinet, or cabinet space with lock and key for each professional employee to store coats, bags, and other personal articles.
 - **Chalk/Dry Erase/Smart Boards.** Write-on board space in every classroom.
- Adequate and appropriate space for professional employees who work in more than one school building shall be provided in each school in which they work. Professional employees will be provided an appropriate space and furniture to fulfill the responsibilities of their job.
- All professional employees shall be provided building access to the staff area, work area, and interior hallways from 6:00 AM until 6:00 PM during scheduled

workdays. If additional access is needed, the professional employee shall contact the principal of the school building.

[CHAPTER CONCLUDES]

CHAPTER 9: ATTENDANCE AND LEAVES OF ABSENCE

Attendance

Regular and reliable attendance is an essential part of providing a quality education for students. Metropolitan Nashville Public Schools acknowledges that absences and emergencies will arise. As a professional responsibility, professional employees are expected to adhere to district procedures regarding attendance.

Sick Leave

Definition. "Sick Leave" shall mean leave of absence from post of duty one-half day or more because of illness of a professional employee and/or immediate family member due to natural causes or accident, or illness. Family is defined to include wife, husband, domestic partner, parents, parents-in-law, children, children-in-law, and any other person living in the home of the teacher as a member of the family. For the purposes of this provision domestic partner will be treated as spouses. If needed, sick leave can be used to extend bereavement leave. See "Bereavement Leave" section.

Allocation. Sick leave for professional employees shall be granted with full pay at the rate of one day for each calendar month a professional employee is employed and shall be cumulative throughout his/her employment with Metropolitan Nashville Public Schools or as prescribed under law. For the purposes of allocation of sick leave, the Presidency of the Association, Vice Presidency of the Association, and other members of the Association on special leave assigned to work for the Association shall be considered a post of duty. *Note: Fully paid personal leave days, which remain unused at the end of the work year, shall be credited to accumulated sick leave. When a professional employee reports for duty, sick leave allowed for a year shall be available immediately except that whatever portion is used shall be charged to his or her annual sick leave.*

Uncompensated Sick Leave. See "Leave Without Pay" section.

Reinstatement of Sick Leave. The Board shall grant to any professional employee, upon the professional employee's employment or reemployment, the accumulation of leave that the employee lost in compliance with Tenn. Code Ann. § 49-5-710(a)(5).

Certification of Illness. A healthcare provider statement shall be filed with the appropriate leave administrator in Human Resources at the end of each period of illness if said period is of six or more consecutive school days duration. Human Resources may require a healthcare provider statement for any number of days under six or require a second opinion. Should the absence period for personal illness extend to 20 or more consecutive school days, the professional employee is required, before returning to his/her duty, to file with the Human Resources a statement from healthcare provider, certifying that he or she is able to resume his/her duties.

Use of Bereavement. See "Bereavement Leave" section.

Use for Maternity. Accrued sick leave or uncompensated sick leave may be granted for absences due to temporary disability of a professional employee caused by or attributed to pregnancy, miscarriage, childbirth, and recovery provided the cause of such temporary disability is certified by the attending healthcare provider.

Emergency Leave

If emergency leave is needed and all other leave has been exhausted, a professional employee shall contact the principal or immediate supervisor for additional leave options. The principal or immediate supervisor will work with the Workplace Safety department to determine available options.

Professional Employees Organization (PEO) Leave

When the need arises, officers, committee chairs and other Association leaders may attend essential local, state and national meetings without loss of pay. This leave shall be in addition to other leave provisions provided by the Board of Education. The President of the Professional Employee Organization (PEO) shall initiate each request for such professional leave and submit the request to the Director of Schools or designee at least one week in advance. The Director of Schools will either approve the request and forward a copy to the professional employee's principal and the President or notify the President that he or she is not approving the leave, giving the reason(s) for non-approval. Whenever any representative of the Professional Employee Organization (PEO) or any professional employee participates in collaborative conferencing, grievance proceedings, conferences or meetings during normal school hours, they shall suffer no

loss in pay or other benefits. The Director of Schools may grant the Professional Employee Organization (PEO) Officers, upon request, a special leave of absence upon taking office for the purpose of serving as an officer. All accrued leave and benefits will continue. The Professional Employee Organization (PEO) will reimburse the District for the cost of salary and benefits as outlined in the contract between the Professional Employee Organization (PEO) and Metropolitan Nashville Public Schools. Additionally, Metropolitan Nashville Public Schools agrees to the following:

- A professional employee who has served more than 12 months as the Professional Employee Organization (PEO) Officer on leave shall return to the same or substantially equivalent position held immediately prior to serving as the Officer.
- The Professional Employee Organization (PEO) Officers and/or their authorized designees shall be allowed to visit schools. On arrival at the school, they shall sign in at the office to report their presence in the building to the principal or acting administrator.

Bereavement Leave

For the purpose of bereavement leave, "immediate family" is defined differently than sick leave to include wife, husband, domestic partner, parent, legal guardian, stepmother, stepfather, parent-in-law, child, stepchild, child-in-law, foster child, grandchild, step-grandchild, grandparent, step-grandparent, grandparent-in-law, brother, sister, stepbrother, stepsister, brother-in-law, sister-in-law, and any other person living in the home as a member of the family at the time of death. For the purposes of this provision domestic partner will be treated as a spouse.

2021-2022 School Year. When death occurs in the immediate family, professional employees shall be allowed a maximum of four days bereavement leave without loss of pay. Bereavement leave is not cumulative. If more days for bereavement purposes are needed, three days of a professional employee's sick leave may be used. Death of any relative who is not a member of the immediate family as previously defined above or other significant relationship to the professional employee shall entitle the employee to one day absence chargeable to bereavement leave. If more days for bereavement purposes are needed, three days of an employee's sick leave may be used.

2022-2023 and 2023-2024 School Years. For the 2022-2023 and 2023-2024 school years, when death occurs in the immediate family, professional employees shall be allowed a maximum of five days bereavement leave without loss of pay. If more days for bereavement purposes are needed, two days of an employee’s sick leave may be used. For the 2022-2023 and 2023-2024 school years, death of any relative who is not a member of the immediate family as previously defined above or other significant relationship to the professional employee shall entitle the professional employee to two days absence chargeable to bereavement leave. If more days for bereavement purposes are needed, two days of an employee’s sick leave may be used. If funding is not available, the parties agree to return to collaborative conferencing to discuss mutually agreeable options.

Personal Leave

All professional employees shall be eligible for personal leave. The number of days available is based upon years of service with Metropolitan Nashville Public Schools as indicated in Table 5.

Table 5: Personal Leave

| Number of Years in District | Number of Days Earned |
|------------------------------------|------------------------------|
| 0-9 | 3 ⁱ |
| 10-14 | 5 ⁱⁱ |
| 15 or more | 6 ⁱⁱⁱ |

During the first week and the last week of each semester, on the day prior to or immediately following holidays and on scheduled in-service days, conference day or during any prior established student examination period this privilege shall not be allowed unless recommended by the principal and approved by the appropriate administrator. Personal Leave during the time indicated above will not be granted except for an emergency or unusual circumstance. Personal leave may be taken for any purpose that requires absence during work hours. No explanation shall be required. Personal leave shall not be used for extending a holiday or vacation. No more than one professional employee or five percent of the staff of an administrative unit, which is greater, may take

ⁱ *The prevailing substitute pay will be deducted from one day regardless of the availability or need of a substitute.*

ⁱⁱ *The prevailing substitute pay will be deducted from three days regardless of the availability or need of a substitute.*

ⁱⁱⁱ *The prevailing substitute pay will be deducted from three days regardless of the availability or need of a substitute.*

personal leave at a time. If the number requesting leave exceeds five percent, but the granting of such leave will not interfere with the school's program as decided by the principal or immediate supervisor, the professional employee shall have the right to take the leave within the provisions of this section. Application for personal leave shall be made with the principal at least two days in advance, except in cases of emergency. Fully paid personal leave days which remain unused at the end of the work year shall be credited to accumulated sick leave.

Professional Leave

Without loss of pay, a professional employee upon approval of the principal or immediate supervisor shall be allowed five days absence in any school year to attend educational meetings provided that only such meetings shall be considered "educational meetings" as shall be approved by the Director of Schools, and provided further that a professional employee shall be an elected delegate, an official of the organization meeting, a committee member with responsibilities at said meeting, or an invited participant on the official program. Notification of such absence shall be filed with the principal or immediate supervisor not less than five days prior to such meeting. Absence for professional reasons other than those specified above (for visiting schools, attending educational conventions, planning and preparing lessons, or other similar purposes) shall be allowed without loss of pay to the extent of five days in any school year, provided such absence is recommended in writing by the principal and approved by the principal.

Military Leave

A professional employee shall be granted leave of absence for military service for whatever period may be required. Time spent on leave of absence because of military service shall not be counted as part of the probationary period. Military leave for required service, not to exceed five years or enlistment, shall be granted to any professional employee in Metropolitan Nashville Public Schools who may enter the armed services of the county. Within 90 days after the expiration of his or her term of service and subsequent separation from the armed services, the professional employee shall notify the Director

of Schools that he or she is ready to resume his or her duties. All time spent in the armed services during the leave of absence shall be credited to the professional employee's salary placement and retirement benefits as if he or she had been on active duty as an employee.

Political Leave

Leaves of absence for tenured professional employees elected to legislative posts at the local, state or federal level may be arranged without pay, consistent with the following:

- Leave of absence shall be requested in writing.
- Leave of absence may be arranged for less than a school semester.
- Professional employees engaged in political activity shall make it clear that their political statements and actions are theirs individually and do not represent those of the school system.

Religious Leave

A maximum of two days absence without loss of pay shall be allowed for the observance of an established religious rite or ordinance within a single academic year provided that the professional employee's failure to observe this rite or ordinance shall impede the practice of his or her religion and no reporting requirement interferes with the professional employee's rights under the Establishment Clause of the First Amendment to the United States Constitution and/or Tenn. Code Ann. § 49-6-8004.

Special Leave (Peace Corps or Other Government Approved Educational Activity)

Special leave of absence shall be granted for one year or two years without pay to professional employees volunteering and accepted for service in the Peace Corps or similar government approved educational activity. Professional employees must have at least a "3" on their TEAM composite score to be eligible for this leave. The Director of Schools may grant employees special leave with pay and/or actual expenses to attend professional conferences, conventions, short school visits, or to visit other cities in the interest of the public schools upon the recommendations of the department

head/principal. Such professional employees shall properly complete an expense allowance form as prescribed by the District.

Voting Leave

All professional employees entitled to vote in national, state, or local elections shall, when necessary, be allowed sufficient time off with pay to exercise this right as determined by the District. Employees are encouraged to vote before or after work hours when possible.

Court Appearance Leave

A professional employee will be granted court leave with pay for the time required for court appearance for the following purposes:

- When the Board subpoenas or otherwise requests the court appearance of the professional employee.
- When a professional employee is subpoenaed in a lawsuit in which the Board is a party.
- When a professional employee is subpoenaed as a result of his or her role with the Board.
- When a professional employee is summoned as a juror for jury duty when written evidence of jury service is provided.
- When a professional employee is subpoenaed in a lawsuit in which the employee is not a party and in which he or she has a job-related responsibility to testify as a witness.

A professional employee will not be able to use court appearance leave with pay for personal reasons (e.g., his or her divorce, custody matters, criminal cases, personal or family disputes, and similar type matters). Written evidence of required court appearance shall be filed with the timekeeper to receive court leave with pay. Any fees resulting from court service (not to exceed the employee daily rate of pay) shall be paid to the Board by those receiving leave pay.

Leave Without Pay

Educational Leave Without Pay. Professional employees may request for a period not to exceed one year, leave without pay for further education and professional development. This leave is subject to the approval of the Director of Schools. To qualify for this leave:

- Professional employees must have five years or more of service.
- Professional employees must apply no later than June 30 for leave during the next fiscal year (beginning July 1).
- Proof of enrollment, payment, and completion of courses must be provided each semester, and the program of study must be an advanced study in education beyond the employee's current degree attainment.
- Full-time employment is not permissible while on educational leave.

Educational leave is not automatically granted. Factors to be considered by administrators when granting leave include, but are not limited to, current position, availability of an interim replacement, budgets, school and district needs, and factors which may impact student achievement.

Charter School Employment. Professional employees with five years or more of service may apply for leave without pay for one year, while working at a Metropolitan Nashville Public Schools approved charter school. The application will be forwarded to the Director of Schools for consideration if the Chief of Human Resources has made a finding that such absence shall not adversely affect the staffing or instructional programs of the district. This leave shall in no way change a professional employee's status for reduction-in-force procedures. A professional employee is only entitled to leave under this provision one time in a rolling five-year period.

Other Leave

Professional employees may apply for personal leave without pay for one year. To qualify for this leave:

- Professional employees must have five years or more of service.
- Professional employees must apply no later than June 30 for leave during the next fiscal year (beginning July 1).

The application will be forwarded to the Director of Schools for consideration if the Chief of Human Resources has made a finding that such absence shall not adversely affect the staffing or instructional programs of the district. This leave shall in no way change a professional employee's status for reduction-in-force procedures. A professional employee is only entitled to leave under this provision one time in a rolling five-year period.

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

[CHAPTER CONCLUDES]

CHAPTER 10: PAYROLL DEDUCTIONS

Membership Dues of Professional Employee Organizations (PEO)

Whenever duly authorized by any professional employee on the form or forms designated for such purposes and consistent with practices and policies of the district's Payroll Department, payroll deductions for membership dues of professional employee organizations (PEOs) recognized in accordance with the Professional Employees Collaborative Conferencing Act shall be honored.

Professional employee organizations agree to deliver necessary data in the approved format to the district's Payroll Department at the start of each year no sooner than eight days in advance of the first deduction of membership dues for the school year. Payroll deductions of membership dues for additional members may be initiated at any time, provided the Payroll Department receives notification of the deduction eight days in advance of the first payroll check to be drafted. Authorization for payroll deduction for other purposes may be added by mutual agreement. Professional employees may terminate payroll deductions after notifying a professional employee organization (PEO) in writing.

Improper Deductions and Overpayments of Wages

Deductions. Metropolitan Nashville Public Schools compensates certain exempt executive, administrative, and professional employees on a guaranteed salary basis. Deductions from these salaries may only be made in full-day or half-day increments when a professional employee is absent for personal reasons, for sickness when the employee's bona-fide sick leave plan has been exhausted, for disciplinary reasons or infractions of major safety or conduct rules, or in initial or terminal weeks.

It is the district's policy not to make improper salary deductions based on variations in quantity or quality of work done. Any professional employee who believes that an improper deduction has been made shall file a written complaint with the Division of Human Resources. Human Resources will conduct an investigation into the deduction to

determine if it was improper. If it is found that the deduction was improper, the amount of the deduction will be reimbursed to the professional employee as soon as possible and the district will ensure that such deduction is not made in the future from any professional employee's salary.

Overpayment. See School Board Policy 5.113.

[CHAPTER CONCLUDES]

CHAPTER 11: MOU REOPENER PROVISION

The Collaborative Conferencing Team will allow the reopening of the Memorandum of Understanding (MOU) for up to five items from management and five items from professional employees plus salary and other issues referred back from the Compensation Committee to be discussed for the 2022-2023 and the 2023-2024 school years.

[CHAPTER CONCLUDES]

CHAPTER 12: SIGNATURES AND AFFIRMATIONS

NOW, THEREFORE, in accordance with the Memorandum of Understanding (MOU) presented herein, we, the undersigned, affirm this Agreement is made and entered into on this the **10th day of August 2021**, by and between the Metropolitan Nashville Public Schools Board of Education, and the representatives of the professional employees of the Metropolitan Nashville Education Association for a term of three years as provided under Tenn. Code Annotated § 49-5-605.



8/24/2021

Christiane Buggs, Chair **Date**
Metropolitan Nashville Public Schools Board of Education



8-24-21

Dr. Adrienne Battle, Director of Schools
Metropolitan Nashville Public Schools

Date



8-19-21

Michele Sheriff, President **Date**
Metropolitan Nashville Education Association

[CHAPTER CONCLUDES]