



**HAMILTON**  
COUNTY  
SCHOOLS

**MEMORANDUM OF UNDERSTANDING  
BETWEEN HAMILTON COUNTY  
DEPARTMENT OF EDUCATION AND  
PROFESSIONAL EMPLOYEES OF THE  
HAMILTON COUNTY DEPARTMENT OF  
EDUCATION  
2023-2026**

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# **Article I. Basic Provisions**

## **Section 1 – Preamble**

This Memorandum of Understanding (MOU) is entered into in good faith this August 17, 2023, by the Hamilton County Board of Education, hereinafter referred to as the Board, and the representatives of the professional employees of Hamilton County Board of Education pursuant to the terms of TCA 49-5-605. The Board and the professional employees acknowledge and agree to the following:

## **Section 2 – Recitals**

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

## **Section 3 – Recognition**

The professional employees of the Hamilton County Department of Education engaged to participate in an election and selected the Hamilton County Education Association (HCEA) to participate in collaborative conferencing with the Board.

## **Section 4 – Professional Employee Organization Rights**

### **A. Professional Employee Defined**

A professional employee means any person employed by the Board of Education in a position that requires a license issued by the state department of education for service in public schools, but for the purposes of collaborative conferencing shall not include any member of the management team or a retired teacher employed as a teacher.

### **B. Professional Employees Organization(s) Use of Facilities**

The Professional Employees and/or Professional Employee Organizations (PEO) shall, with notification to the school principal, have the right to make use of school building facilities and equipment at reasonable times outside the instructional day. Access during the school day shall be at the discretion of the school's administration. The Professional Employees and/or Organizations shall pay for the reasonable cost of all materials and supplies incidental to such use. When use of facilities requires special custodial services, the Professional Employees and/or Organizations shall pay for such services.

## **C. Communications**

The Professional Employees and/or Organization(s) shall have the right to post notices of Professional Employees and/or Organization activities and matters of Professional Employees and/or Organization(s) concern on employee bulletin boards in an area used exclusively by professional employees. The Professional Employees and/or Organization may use the school system's regular interschool mail delivery system, professional employee mailboxes, and internal email system for communications to professional employees or members of Professional Employee Organization(s). Material which is distributed by a Professional Employees Organization(s) shall clearly indicate that such material is from the Professional Employees Organization.

## **D. Access to Members**

Representatives of the Professional Employees and their respective affiliates and/or Organizations shall be permitted to transact official business solely for reasons set forth in Section 603 on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

## **E. New Hire Orientation**

In coordination with the District, the Professional Employee Organizations shall have access to and be on the agenda for all new hire orientation activities. The District reserves the right to review materials for approval prior to delivery or dissemination. The District will also set the amount of time available for presentations. The decision of the District regarding outside messaging and timing at New Hire Orientation is final.

## **F. Association Representatives**

Principals may consider the responsibility of Professional Employees Organization Representative(s) as a duty when assigning extra duties on an equitable basis to the faculty members.

Possible PEO Representative duties include conferring with members, distributing information for both the PEO and the District, supporting members in conferences, hosting member meetings, and attending monthly meetings of the PEO.

## **G. Memorandum of Understanding Training**

The Board shall ensure the District provides training to school-based administrators and any representatives of a PEO shall be trained by his/her Organization.

## **H. Rights of Professional Employees**

Professional employees have the right to self-organization, to form, join, not join, or be assisted by organizations, to participate in collaborative conferencing with local boards of education through representatives of their own choosing and to engage in other concerted activities for the purpose of other mutual aid and benefit. See TN Code § 49-5-603.

Upon request, a professional employee is entitled to have the assistance of another professional employee or their PEO with respect to any aspect of employment. See Board Policy 5.600.

## **Section 5 - Individual Contracts**

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



**Section 6 - Maintenance of Benefits**

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

**Section 7 - Severability**

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

**Section 8 - Memorandum of Understanding Waiver**

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

**Section 9 - Distribution**

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

**Section 10 - Duration**

This Memorandum of Understanding shall be effective as of August 17, 2023, and shall continue in effect until August 17, 2026.

## **Section 11 - Modification of Agreement**

The Board and Professional Employees agree the salary, fringe benefits, insurance and leave sections of this Memorandum of Understanding may be reopened for discussion annually. All benefits are subject to carrier and plan rules.

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

# Article II. Salary

## Section 1 – Teacher Salary Schedule

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

## Section 2 – Placement on Salary Schedule

Each professional employee shall be placed on the proper step of the salary scale with full credit for allowable teaching experience and academic training, as established by the state Department of Education.

## Section 3 – Professional Development Pay

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

## Section 4 – Methods of Payment

### A. Pay Periods

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

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

### B. Extended Contract

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

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

## **Section 5 – Confidentiality**

W-2 forms will be available to employees in Employee Self Service to protect the privacy of the employee.

## **Section 6 – Expenses for Traveling Employees**

Employees required to travel between locations during the day will be reimbursed for mileage beyond the initial work location. Employees are not eligible for travel reimbursement when they are assigned to work all day at different schools or work sites on alternate days; they are also not eligible if they receive a travel stipend.

## **Section 7 – Summer School Teachers**

The Board agrees to set competitive salaries of professional employees teaching summer school.

# Article III. Grievance Procedure

## Section 1 – Definitions

- A. Grievance shall mean an allegation by a professional employee(s) that a specific section(s) of this Memorandum of Understanding has been violated, misinterpreted or misapplied and has resulted in a personal loss of the professional employee(s). Employee Grievances of Board Policy are addressed in Board Policy 5.501. Additionally, Evaluation Grievances are addressed in Board Policy 5.504.
- B. The term “days” shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a “day” shall be any day Central Office is open.
- C. Class grievance shall mean a grievance affecting more than one professional employee.

## Section 2 – Levels

### A. Informal Level - Immediately-involved supervisor

The parties hereto acknowledge that it is most desirable for a professional employee and the supervisor immediately involved to resolve problems through free and informal communications. A professional employee must ask for an informal grievance meeting with the immediately-involved supervisor within 10 days from the time the professional employee knew of the incident. Meetings must be scheduled and occur within 10 days of the request. A professional employee who has a grievance shall meet with the immediate supervisor to discuss the grievance in an attempt to resolve the matter informally. When the professional employee requests such a meeting, the professional employee shall inform the immediate supervisor in writing that the meeting constitutes the informal level of the grievance procedure. At the conclusion of this meeting, the employee and the immediately involved supervisor will complete the Informal Level Grievance Form (see appendix), with the employee receiving a copy of the completed form.

## **B. Formal Levels**

### **Level 1 – Immediately-involved supervisor’s supervisor (IISS)**

If the matter is not resolved to the satisfaction of the professional employee at the informal level, within five (5) days of the informal discussion the grievance shall be set forth in writing to the immediately-involved supervisor’s supervisor on the Grievance Form (see appendix). The IISS shall arrange to meet with the grievant to discuss the grievance within five (5) days of receipt of the grievance.

The IISS shall communicate a decision, with reasons, to the grievant in writing within five (5) days of the grievance meeting.

### **Level 2 – Director of Schools**

The professional employee, no later than five days (5) after receipt of the IISS’s decision, may appeal the decision to the Director of Schools or the Director’s designee. The appeal to the Director of Schools must be made in writing on the Grievance Form. The Director of Schools or designee shall arrange for a meeting to take place with the grievant to discuss the grievance within ten days of receipt of the grievance.

The Director of Schools shall within seven days of the grievance meeting communicate a decision, with reasons, in writing to the professional employee and the IISS.

### **Level 3 – School Board**

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

## **Section 3 – Advanced Step Filing**

The first formal level for class grievances which involve professional employees from two or more locations shall be the Director of Schools' level.

## Section 4 – Provisions Governing the Grievance Procedure

- A. A grievant may, upon request, be assisted by a Professional Employees' Organization representative or another Professional Employee at all formal levels of the procedure. The individual hearing the grievance may, upon request, have a representative present during the formal levels. A professional employee who requests a representative shall not be required to discuss any grievance in the absence of the representative.
- B. Any resolution of a grievance shall be consistent with the terms of this Memorandum of Understanding.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and, subject to Tennessee Public Records Act, shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.
- D. No reprisals shall be taken by the Board or Administration against a professional employee for participation in a grievance.
- E. If the Board requires that a professional employee be away from an assignment due to the processing of a grievance, the professional employee shall suffer no loss of pay or benefits.
- F. It is understood that the grievant shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.
- G. A grievance may be withdrawn at any level without establishing precedent.
- H. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall result in the grievance being considered void and without establishing precedent.
- I. Notices of hearing dates, acknowledgements of the date of receipt of grievances, and decisions rendered must be in writing.
- J. For all grievance levels, the use of the district's electronic mail shall be sufficient for transmission of grievances, requests, decisions, and appeals. The time an email was sent shall be the point of reference used for determining timeliness relative to the grievance procedure.
- K. A grievance, to be considered under this procedure, must be properly initiated by the professional employee within ten days from the time the professional employee knew of the incident or should have known of the incident which caused the grievance.
- L. All formal grievance(s) must be submitted on the Grievance Form.
- M. The time limits prescribed in this procedure may be extended by written mutual consent.
- N. Withdrawal of a grievance at any level shall not indicate acceptance of the decision at that level.

# **Article IV. Insurance**

All insurance plans will be in compliance with all state and federal laws. All are subject to plan and carrier rules.

## **Section 1 – Comprehensive Medical Insurance**

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

## **Section 2 - Dental Insurance**

The Board agrees to provide plans for dental insurance from which full-time professional employees may choose.

## **Section 3 – Life Insurance**

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

## **Section 4 – Liability Insurance**

Use of individually owned vehicles is not covered by the Board's Liability Insurance plan. Professional employees should not use their vehicles for school transport of students for HCDE-related activities. The Board specifically forbids any employee to transport students for school purposes without appropriate insurance coverage.

When a professional employee must transport students in a school owned or rented vehicle for use while on a Board-approved event, the professional employee shall be covered by the Board of Education provided Liability Insurance Plan. Employees driving are also subject to Board Policy 5.403 Drug and Alcohol Testing.



## Section 5 – On-the-Job Injury

Risk Management Operation Procedures are posted on the Risk Management Section of @hcde.org and available at each school facility. HCDE has elected an OJI program in lieu of Tennessee Worker's Compensation Law. In the event an employee experiences an on-the-job injury (OJI), the employee should notify their supervisor immediately.

Absence due to an injury incurred by an employee while performing duties within the course and scope of the assignment which renders the employee unable to work or in the event the injury is the result of a student's actions (regardless of whether the event would constitute an assault) incurred by a professional employee while performing duties within the course and scope of his/her assignment which renders the professional employee unable to perform normal duties shall not be charged against the professional employee's accumulated sick leave to a maximum of twenty (20) working days per separate incident, provided that the professional employee alleging such injury files or causes to be filed a completed copy of the specified OJI report form with the Risk Management Office within 24 hours but no later than five (5) working days of the incident. If the injury occurs while the professional employee is on a Board approved activity outside of the District, the professional employee shall file or cause to be filed the OJI report within five (5) working days of the return date. The Board reserves the right to require a physician's statement to verify the professional employee's inability to perform normal duties.

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

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

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

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

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

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

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

## **Section 6 – Long Term Disability Insurance**

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

- A. Benefits shall begin after an elimination period of six (6) months.
- B. Benefits shall be 66 2/3% of the professional employee's monthly earnings to a maximum of \$4,000, less other disability income.
- C. If a disabled professional employee can work part-time for rehabilitation, the monthly indemnity will be reduced.
- D. Future increases in disability benefits under the Social Security Act because of any automatic adjustment in the cost-of-living index occurring while the professional employee is receiving monthly indemnity income will not cause a reduction of benefits.

For detailed information about the long-term disability plan, please see the plan document at [www.hcde.org/ltd](http://www.hcde.org/ltd).

## **Section 7 – Description of Insurance Coverage**

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

## **Section 8 – Enrollment for Insurance/Dental Coverage**

For all eligible professional employees there shall be an open enrollment period of the medical plan, life insurance plan, and the dental plan beginning the first workday and ending thirty (30) days thereafter, or thirty (30) days after Board approval of employment, whichever is longer.

New professional employee health coverage will begin on the first date of employment. The first premium deduction will be automatically deducted from the professional employee's paycheck approximately two weeks after eligibility date.

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

## **Section 9 – Health Insurance for Disabled Professional Employees**

A professional employee who leaves service as disabled under the terms of the Tennessee Consolidated Retirement system will have the option to elect COBRA for Medical, Dental, Vision and FSA for up to 29 months from date of disability retirement, or the effective date of Medicare (or its replacement), whichever is earlier.

## **Section 10 – Health Insurance for Retired Professional Employees**

The Board shall provide individual health insurance for eligible professional employees who retire. The specification of the plan shall be in accordance with Section 1 of this Article. To be eligible for this coverage, a professional employee must be between the age of 55 and the age at which they become eligible for Medicare or have at least 30 years in the Tennessee Consolidated Retirement System. The professional employee must also have at least 20 years of service in the Hamilton County School System. Up to 20 days of accumulated sick leave may be used as credited service time for the purpose of qualifying for the 20 years of service in the Hamilton County School System retirement insurance benefit. A retired professional employee who meets the requirement of age and has between 10 and 19 years in the Hamilton County School System is entitled to this benefit but must pay a higher rate of the current medical cost.

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

## **Section 11 – Continuation**

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

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

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

## **Section 12 – Family Coverage**

Professional employees shall be able to purchase comprehensive family health coverage as discussed in Section 1 and have the monthly premiums deducted from their paychecks. When both spouses are full-time professional employees, only one professional employee shall cover dependent children. The enrolling professional employee must notify the Benefits Department that both spouses are full-time professional employees.

HCDE's Medical Plan includes a provision that benefit eligible employees may only cover a spouse as a dependent if the spouse does not have access to medical coverage through their employer. If your Spouse has a high deductible health plan with a deductible of \$1,400 or higher through their employer, you can add them to your plan for a \$100 monthly surcharge. Employees will be required to complete a Spousal Coverage Affidavit each year at open enrollment.

## **Section 13 – Wellness Committee**

Professional employees from diverse backgrounds, genders, and ages will be included in the District Wellness Committee. At least 3 representatives will be selected by the PECCA team.

## **Section 14 – Duration of Coverage**

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

# **Article V. Fringe Benefits**

## **Section 1 – Extra Curricular Admissions**

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

## **Section 2 – Flexible Benefits Plan**

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

## **Section 3 – Attendance Bonus**

### **A. Personal Leave**

At the end of each school year, up to two days of unused personal leave shall be credited as sick leave, and if a third day is unused it shall be paid out at a rate of \$75.

### **B. Retirement and Sick Leave**

If employees notify the Director of Schools about their retirement before February 1st of the year in which they plan to retire, the bonus will be calculated by multiplying the number of accrued, but unused, sick days by \$50. Otherwise, the bonus will be calculated by multiplying the number of accrued, but unused, sick days by \$20. The Board may in extenuating circumstances waive the February 1st deadline.

It is agreed that this loyalty bonus payment is not compensation for accrued sick leave days. Instead, the number of accrued sick leave days is merely used as a convenient factor to calculate the bonus amount. Nor is the bonus payment intended to be compensation for accumulated sick leave that the employee will be entitled to use for retirement credit.

## **Section 4 – Classroom Preparation**

Before the first instructional day of each school year, full-time certified professional employees whose primary work responsibility is delivering instruction to students (i.e., teachers, counselors, and librarians) may choose to work an optional 7.5 hours in their work location to individually prepare for the opening of a new school year. This time may, at the employee's discretion, be used to prepare the physical classroom environment, plan, complete professional development (including HCS compliance courses), or to prepare instructional materials and resources for use with students.

Professional employees opting to work this time will receive \$100.00 upon submitting documentation to the building administrator.

## **Section 5 - Additional Discounts and Benefits**

The Board shall actively investigate other discounts and benefits for professional employees.

# **Article VI. Working Conditions**

## **Section 1 – Workday for Professional Employees**

The normal workday for professional employees will be at least seven and one-half (7.5) hours. Workday shall mean the length of time a professional employee is required by the immediate supervisor to be at an assigned work location(s). Professional employees will report to work 15 minutes prior to the beginning of the student day and remain 15 minutes beyond the end of the student day.

## **Section 2 – School Leadership Team**

Principals will form a School Leadership Team with the Professional Organization(s) also selecting a representative. Where feasible, the school principal will consult with and inform the school leadership team of changes impacting professional employees.

## **Section 3 – Duty**

Professional employees may be assigned equitable required duties beyond the normal workday. Equitable shall not mean all professional employees are on duty simultaneously.

Teachers on duty to facilitate the safe opening and closing of the school (i.e., bus duty) shall not be required to report to work earlier than 20 minutes before the beginning of the workday or at their assigned duty posts earlier than 15 minutes before the beginning of the workday.

For example, a school that starts at 8:00 has a teacher workday of 7:45-3:15. Morning duty shall commence at 7:30, and teachers shall not be required to report to work earlier than 7:25. Afternoon duty shall not extend beyond 3:30.

Teachers may be required to perform duties beyond the scope of the normal workday, including after-school activities and athletic games.

## **Section 4 – Planning Time**

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

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

Professional employees may be equitably granted at least one extended planning block per month. This extended planning block may be at least two hours long during the normal workday and may be used for building- or District-mandated training or development. Classes may be split to provide this extended planning block.

Teacher planning days on the Board-approved calendar shall be used for individual, self-directed planning.

## **Section 5 – Duty Free Lunch**

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

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

A professional employee may leave the building or grounds during the duty-free lunch period. For safety and security, employees are expected to sign in and out when leaving the building.

## **Section 6 – Professional Employee Response**

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



## **Section 7 – Meetings Before or After the Workday**

Professional employees shall not be required to attend more than four hours of professional development instructional committees, faculty meetings, etc. per month before or after the regular workday. However, this shall not apply to meetings regarding student academic progress or teacher professional obligations to a student (i.e., IEPs, etc.)

### **A. Guidelines for all Scheduled Meetings**

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

### **B. Guidelines for Faculty Meetings**

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

Meetings held after the end of the student school day shall start between 20 and 25 minutes after all classes are dismissed.

Items of school-wide interest submitted by members of the faculty to the administration at least one day in advance of a meeting shall be placed on the agenda. These items will be discussed after the conclusion of the administrative agenda. This additional time shall not be counted towards the monthly total, and professional employees may only be asked to stay on a voluntary basis.

## **Section 8 – Inclement Weather**

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

## **Section 9 – Itinerant Professional Employees**

Itinerant/shared professional employees shall serve extra duties at one school. The school in which the itinerant professional employee is scheduled to serve the greatest amount of time shall be the base school. If an itinerant/shared professional employee serves equal amounts in two or more schools, Human Resources shall determine the base school. Itinerant/shared professional employees shall not be required to return from their assigned school in the same school day to their base school to complete duty assignments.

## **Section 10 – Notification of Absence**

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

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

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

## **Section 11 – Solicitations**

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

## **Section 12 – Professional Development**

All local professional development, including on-line professional development, will be scheduled to occur on days:

1. identified as staff development days, or
2. after the end of the regular school day in a scheduled meeting subject to the provisions of Section 6 of this Article or
3. during the time when regular school is not in session.

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

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

## **Section 13 – Professional Employee Safety and Legal Protection**

### **A. Safety of Working Areas**

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

Professional employees shall not be required to perform custodial duties but shall follow established protocols to report custodial deficiencies.

All working spaces shall have lockable doors. Each professional employee will be provided with a space in which personal possessions can be secured and locked. Should these conditions at any time not be met, professional employees shall report the deficiency to their administrator.

### **B. Suspected Unsafe Conditions**

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

### **C. Use of Reasonable Force**

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

## **D. Physical Assault on a Professional Employee**

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

1. Legal counsel to advise the professional employee of his/her legal rights.
2. The Board shall reimburse a professional employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectible insurance in effect at the time of the attack.
3. When absence from assigned duties is directly caused by such bodily injury, the employee shall receive full salary and full benefits, including, but not limited to, health insurance for up to one (1) year, until the employee is released by their physician to return to work or is determined by the physician to be permanently and totally disabled from returning to work, whichever occurs first.
4. The Board shall assume medical costs beyond the professional employee's insurance coverage incurred by a professional employee as a result of such bodily injury for up to one (1) year following the physical assault.
5. The providing of the benefits specifically described above shall be the sole obligation of the Board under this section.
6. A leave of absence for personal injury resulting from an assault or other violent criminal act shall not be charged to the employees' sick leave, personal leave, or professional leave.
7. Leave runs concurrently with other leaves of absence including FMLA, Extended Leave, OJI, TN Maternity, and/or other applicable leaves.

## **E. Conditions for Providing Benefits**

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

1. The professional employee promptly files an incident report or official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in the matter.
2. The employee must have been performing duties in a reasonable and prudent manner.
3. The Board shall receive a signed statement from the professional employee, listing all personal property damaged or destroyed and reasonable proof of value, within two weeks of the physical attack.

## **F. Reimbursement for Personal Property**

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

## **G. Legal Action Against a Professional Employee**

The Board maintains insurance sufficient to protect itself and its employees who are acting in good faith and within the course and scope of their employment against any liability that might attach under the Tennessee Governmental Tort Liability Act.

# **Section 14 – Personnel Files**

## **A. Content Guidelines**

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

## **B. Maintenance of Files**

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

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

The Director of Schools will designate those administrative personnel who shall have access to the files of those professional employees under their direct supervision. Pursuant

to TN Open Records, a log (name and date) shall be maintained for others who review the files. Such log shall be available for examination by the professional employee.

### **C. Access to Files**

A professional employee shall have the right, with prior appointment, to review the contents of his/her personnel file and to reproduce any documents contained therein. However, unless unusual circumstances exist, review of the file shall be granted within two workdays of the request. The professional employee shall have the right to have a representative accompany him during such a review.

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

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

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

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

## **Section 15 – Student Discipline Procedures**

### **A. Board and Professional Employees Responsibility**

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

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

### **B. Local School Discipline Procedures**

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

It shall be the responsibility of the building administration to develop, publicize, and enforce such building rules and regulations for student discipline as may be required to contribute to the orderly operation of the school. The administration will request assistance for serious disciplinary problems.

### **C. Classroom Discipline Procedures**

All teachers shall be provided training in evidence-based behavior supports.

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

Subject to the terms of any existing IEP and/or BIP plans and the requirements of the Teacher Discipline Act, the professional employee may temporarily remove a student from the class by referring the student to the designated administrator when the seriousness of the offense or the persistence of the misbehavior has an adverse effect on the learning environment. In such cases the professional employee shall brief the administrator or his/her designee of the incident on a Discipline Referral Form. The principal or his/her designee will take appropriate action. It is expected that the professional employee be informed of the disposition before the student is returned to class.

The professional employee may request that a conference be held prior to the student's readmission to class. This conference may include the principal or his/her designee, parent(s) or legal guardian(s), the student, and the student's teacher(s). In the event that a conference cannot be held within one school day, the administrator may return the student to class pending the outcome of a conference. If a mutually agreeable solution cannot be reached, the administration will make the final disposition of the matter.

If the misbehavior consists of a verbal assault and/or threat against a professional employee, the professional employee shall report the incident as soon as possible to the professional employee's immediate supervisor, or his/her designee, who shall subject to the terms of any existing IEP and/or BIP plans, remove the student from class, investigate the incident, and take appropriate disciplinary action against the student. The professional employee shall provide the supervisor, or his/her designee, with a written statement of the incident as soon as possible. The supervisor will advise the professional employee of the disciplinary actions taken.

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

The Code of Acceptable Behavior shall be followed, as shall the Teacher Discipline Act.

#### **D. Self Defense**

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

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



## **Section 16 – Professional Employee Relations**

### **A. Equitable Treatment**

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

### **B. Non-discriminatory Practice**

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

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

### **C. Professional Employee Disciplinary Procedures**

The purpose of this section is to provide a procedure for positive remediation of professional employee behavior that interferes with the orderly, efficient, and safe operation of the school.

Prior to issuing discipline, the administration shall privately notify the professional employee of any alleged deficiencies, potential penalties for non-compliance, and indicate a reasonable period to make corrections.

Employees will be given at least 24 hours' notice of a disciplinary meeting, except in emergencies, including alleged child abuse or workplace violence. Said notice will include the nature of the meeting.

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

#### **1. Formal Warning**

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

## **2. Oral Reprimand**

The supervisor shall:

- A. meet with the professional employee
- B. permit the professional employee to explain his/her point of view
- C. discuss the problem
- D. state the corrective action to be taken, if any.

The two individuals shall jointly sign an Employee Relations form indicating that such a meeting occurred and the date of the meeting. The form shall not be placed in the professional employee's personnel file.

A supervisor shall have the discretion, depending on the severity of the problem, to omit steps 1 and/or 2.

## **3. Written Reprimand**

The supervisor shall meet with professional employee and provide a written copy of:

- A. the violation
- B. the corrective action to be taken
- C. the consequence of further violations.

The supervisor and professional employee shall sign and date the Employee Relations Form. Within ten working days of the meeting, the professional employee shall have the right to submit a written answer to the reprimand and his/her answer shall be attached to all copies of the reprimand. This reprimand may be placed in the professional employee's personnel file.

The administration may determine, in its sole discretion, that a professional employee's actions warrant a more serious response, including suspension or termination. In such event, this Section C shall not apply.

## **D. Complaints**

Any complaint regarding a professional employee made to any member of the administration by a parent, student, or other person, which may be used in any manner when evaluating a professional employee's performance, if possible, shall be reduced to writing. If the complainant is unwilling or unable to put the complaint in writing, then an administrator shall receive the complaint and reduce it to writing.

Professional employees will be notified within a reasonable time of the receipt of a complaint that a complaint has been made. Certain exigent circumstances, such as the involvement of law enforcement, DCS, the Comptroller's Office, etc. may necessarily require the administration to maintain confidentiality of any such complaint.

The procedures governing any given complaint will depend entirely on the nature of the complaint. For instance, complaints lodged pursuant to the Board's Title IX policy will be governed by that policy. Similarly, complaints lodged pursuant to the Board's bullying and harassment policy will be governed by that policy.

Regardless, as soon as practical, the administration will advise the professional employee of the nature of the complaint and the general allegations. The administration will interview the employee in accordance with any particular policy and will hear any explanation the employee may offer. The employee may also prepare a written response to any written allegations or investigative reports that may be included in his or her personnel file.

### **E. Suspension Without Pay**

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

No professional employee shall be suspended without pay without prior notice that includes the just cause for the suspension.

# **Article VII. Leave**

## **Section 1 – Sick**

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

A certificate from the employee's or family member's physician may be required to support a claim of sick leave.

### **A. Transfer of Sick Leave**

Upon a professional employee's request, the Human Resource Office shall inform all newly elected professional employees of the amount of transferred sick leave. The amount of transferred sick leave shall be included with accumulated sick leave on the professional employee's paycheck stub as soon as administratively possible. Sick leave transfer into the District is dependent upon the documentation submitted from the previous entity.

### **B. Notification of Accumulation**

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

## **Section 2 – Personal**

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

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

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

The approval of the Director of Schools, a designee, or the Board shall be required under the following conditions:

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

### **Section 3 – Professional**

Paid professional leave may be granted, upon request, by the immediate supervisor.

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

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

### **Section 4 – Religious**

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

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

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

## **Section 5 – Jury and Legal**

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

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

## **Section 6 – Short-Term Military Leave**

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

- A. Professional employees desiring such leave shall write a letter to Human Resources, giving dates and attaching a copy of pertinent orders, if any.
- B. The leave shall not exceed 20 workdays annually. Annual leave or personal leave may be used to extend short-term military leave.
- C. The leave shall be with full pay and benefits.
- D. The professional employee shall be permitted to return to the position vacated.

## **Section 7 – Emergency**

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

## **Section 8 – Bereavement**

A professional employee shall be granted five (5) consecutive work days leave without loss of pay or benefits, and not chargeable to any other type of leave on the death of a parent or court appointed legal guardian, spouse, child of the professional employee, natural and/or adopted siblings, current parents-in-law, grandchildren, and grandparents if the leave is taken within seven (7) calendar days of the funeral or cremation.

In cases of relationships other than those listed in paragraph 1, approval by the Director of Schools may be granted as a special circumstance to attend memorial services where dependent children are involved, not to exceed three (3) consecutive work days.

In the event of the death of a professional employee or student in the Hamilton County School System, and with the agreement of the Director of Schools, the principal or immediate supervisor may grant to an appropriate number of professional employees sufficient time to attend the services.

## **Section 9 – Parental**

A professional employee shall be granted an unpaid leave of absence for a maximum of twelve (12) calendar months for the purpose of childbearing, adoption, and for the childcare aspects associated with a newborn infant. In accordance with state law, an employee who goes on maternity or paternity leave shall be allowed to use all or a portion of the professional employee's accumulated sick or annual leave for maternity or paternity leave purposes. In order to be eligible to use sick leave, the employee must submit a written request accompanied by a statement from the physician verifying pregnancy shall be submitted. Upon verification by a written statement from an adoption agency or other entity handling an adoption, an employee may also be allowed to use leave for adoption of a child (dependent upon the age of the child) for up to twelve weeks. If both adoptive parents are employed by the district, however, only one (1) parent is entitled to use such leave.

Professional employees who hold a valid license of qualification for employment in an LEA and who have been in employment full-time for at least twelve (12) consecutive months may be granted absence from work with pay for a period of time equal to six (6) work weeks after the birth or still birth of the employee's child or the employee's adoption of a newly placed minor child upon giving thirty (30) days' notice. If the employee learns of the birth, still birth, or adoption less than thirty (30) days in advance of the event, the employee must give notice as soon as possible in order to be granted leave. This leave shall run concurrently with FMLA leave.

The six (6) weeks of paid leave are not required to be taken consecutively, provided that all six weeks of leave are taken within twelve (12) months of the birth, still birth, or adoption.

A professional employee may be granted an unpaid leave of absence for a maximum of twelve months for child rearing purposes or when legally adopting a child. However, child rearing leave shall be granted only for a professional employee's natural or legally adopted child who is under the age of eighteen (18) or disabled and who is unmarried and living in the professional employee's household.

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

## **Section 10 – Military**

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

## **Section 11 – Public Office**

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

## **Section 12 – Educational Improvements**

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

## **Section 13 – Recuperation of Health**

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



## **Section 14 – Professional Employees President**

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

The District shall continue to process payroll, insurance, other benefits and deductions, and retirement for the President with funds contributed by the PEO.

## **Section 15 – Overseas Teaching Leave of Absence**

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

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

## **Section 16 – Other Sufficient Reasons**

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

## **Section 17 – Requesting Extended Leave**

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

If a professional employee is absent (whether in paid or unpaid status) for 3 or more days when involving a potential FMLA eligible absence, the professional employee will be requested to complete leave forms and return to Human Resources. Employees requesting non-FMLA, non-maternity, non-paternity or non-medical leaves of absence, should request leave in advance.

## **Section 18 – Requesting Extensions of Leave**

A professional employee already on Director of Schools-approved parental leave, educational improvement leave, recuperation of health leave or other sufficient reason leave may request extensions of the original leave for a maximum of twelve (12) months with a 30-day notice. The Director of Schools may waive or reduce the 30-day notice.

## **Section 19 – Conditions of Leave**

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

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

## **Section 20 – Family and Medical Leave Act (FMLA)**

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

Family and Medical Leave shall run concurrently with Tennessee Maternity Leave, OJI, HCDE sick leave, personal leave, and/or paid vacation time. After using all accrued paid leave, then an employee's Family and Medical Leave shall be without pay. Existing professional employee health insurance benefits shall be continued during FMLA leave as if the professional employee had continued to work provided that the professional employee continues to pay the required professional employee contribution. A professional employee requesting FMLA leave shall be provided written guidance concerning professional employee rights and obligations under FMLA. Eligibility for FMLA is contingent upon the professional employee having worked at least 1250 hours during the previous school year.

Professional employees will be annually informed of their rights under FMLA.

# Appendix A. Hamilton County Certified Salary Scale - 201 Days

2023-2024 CERTIFIED SALARY SCALE (eff July 1, 2023)					
Step	Bachelors	Step	Advanced Degree (Masters, Master+45, ED.S)	Step	ED.D
0	\$45,289	0	\$48,573	0	\$54,908
1	\$45,741	1	\$49,840	1	\$56,175
2	\$46,194	2	\$51,107	2	\$57,443
3	\$46,646	3	\$52,374	3	\$58,710
4	\$47,306	4	\$53,641	4	\$59,978
5	\$48,573	5	\$54,908	5	\$61,243
6	\$49,840	6	\$56,175	6	\$62,511
7	\$51,106	7	\$57,443	7	\$63,778
8	\$52,375	8	\$58,710	8	\$65,046
9	\$53,641	9	\$59,977	9	\$66,312
10	\$54,908	10	\$61,244	10	\$67,580
11	\$56,175	11	\$62,511	11	\$68,846
12	\$57,443	12	\$63,778	12	\$70,113
13	\$58,711	13	\$65,046	13	\$71,382
14	\$59,978	14	\$66,312	14	\$72,649
15	\$61,665	15	\$67,580	15	\$74,336
16	\$61,665	16	\$68,001	16	\$74,336
17	\$62,934	17	\$68,846	17	\$75,604
18	\$62,934	18	\$69,269	18	\$75,604
19	\$64,201	19	\$69,694	19	\$76,872
20	\$64,201	20	\$70,117	20	\$76,872
21	\$64,201	21	\$70,535	21	\$76,872
22	\$64,201	22	\$70,960	22	\$76,872
23	\$64,201	23	\$71,384	23	\$76,872
24	\$64,201	24	\$71,803	24	\$76,872
25	\$65,889	25	\$72,228	25	\$78,560
		26	\$72,652		
		27	\$73,069		
		28	\$73,493		
		29	\$74,127		
		30	\$74,760		

# Appendix B. Grievance Form

## EMPLOYEE GRIEVANCE FORM FOR FORMAL LEVELS

To Be Completed by Grievant:

Check One: \_\_\_\_\_ Level I – Immediately-Involved Supervisor’s Supervisor

\_\_\_\_\_ Level 2 – Superintendent or Designee

\_\_\_\_\_ Level 3 – Arbitration

\_\_\_\_\_ Level 4 - School Board\*

Grievant’s Name: \_\_\_\_\_

Work Location: \_\_\_\_\_

Assignment: \_\_\_\_\_

Article(s) and Section(s) alleged to have been violated (attach additional sheets as needed):

\_\_\_\_\_

\_\_\_\_\_

Specific statement of grievance:

\_\_\_\_\_

\_\_\_\_\_

Relief Sought:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Grievant’s Signature

\_\_\_\_\_  
Date

# Appendix C. Teacher Discipline Law Tracker

[https://drive.google.com/file/d/10XmLnwJ1rt7sIHE5TrMwpgWELBWWA\\_Lm/view?usp=share\\_link](https://drive.google.com/file/d/10XmLnwJ1rt7sIHE5TrMwpgWELBWWA_Lm/view?usp=share_link)

# Appendix D. Teacher Code of Ethics

Tennessee Teacher Code of Ethics:

[https://www.tn.gov/content/dam/tn/stateboardofeducation/documents/guidance/Tennessee%20Teacher%20Code%20of%20Ethics\\_081619.pdf](https://www.tn.gov/content/dam/tn/stateboardofeducation/documents/guidance/Tennessee%20Teacher%20Code%20of%20Ethics_081619.pdf)