



## AGENDA

METROPOLITAN BOARD OF PUBLIC EDUCATION  
2601 Bransford Avenue, Nashville, TN 37204  
Regular Meeting – September 8, 2020 – 5:00 p.m.

### I. CONVENE and ACTION

- A. Call to Order
- B. Establish Quorum
- C. Election of Officers

### II. GOVERNANCE ISSUES- OUR ORGANIZATION

- A. Actions
  - 1. Consent
    - a. Approval of Minutes - 06/23/20 - Regular Meeting
    - b. Recommended Approval of Change Order #1 for Julia Green Elementary School PTO Walking Track – MID TN Constructors, Inc.
    - c. Awarding of Purchases and Contracts
      - 1. CHC Mechanical Contractors
      - 2. Demand Mechanical
      - 3. Home Depot USA, Inc.
      - 4. Houghton Mifflin Harcourt Publishing Company
      - 5. PENCIL Foundation
      - 6. Performance Management Services, LLC
      - 7. Personal Computer Systems, Inc.
      - 8. Porter Roofing Contractors, Inc.
      - 9. Positive Promotions
      - 10. Premiere Building Maintenance Corporation
      - 11. School Specialty Education Essentials
      - 12. Tennessee Elite Mechanical, LLC
    - d. Revised Memorandum of Understanding between the Metropolitan Nashville Public Schools and MNEA

### III. ANNOUNCEMENTS

### IV. ADJOURNMENT

**METROPOLITAN NASHVILLE PUBLIC SCHOOL BOARD MEETING –**  
June 23, 2020 - *This meeting was held virtually in accordance with Governor Bill Lee’s Executive Order #16 that allows Local Governments to hold public meeting electronically to the COVID-19 health crisis.*

**Members Present:** Amy Frogge, chair, Freda Player-Peters, Fran Bush, Gini Pupo-Walker, Rachael Anne Elrod, Christiane Buggs, Jill Speering and Sharon Gentry

Meeting called to order: 5:00 p.m.

**CONVENE AND ACTION**

- A. Call to Order  
Amy Frogge called the meeting to order.

**GOVERNANCE ISSUES**

- A. 1. Consent
  - a. **Approval of Minutes – 05/12/20 – Regular Meeting**
  - b. **Recommended Approval of Request #3 for New Signal Upgrade (Hillsboro High School Additions and Renovations) – Stansell Electric Company, Inc.**
  - c. **Awarding of Purchases and Contracts**
    - 1. **Achieve3000, Inc.**
    - 2. **Brookwood Farms Inc.**
    - 3. **Cargill Kitchen Solutions, Inc.**
    - 4. **Chinese Food Solutions, Inc. dba Asian Food Solutions**
    - 5. **Communities In Schools of Tennessee**
    - 6. **Curriculum Associates, LLC**
    - 7. **Goodman Food Products dba Don Lee Farms**

- 8. Integrated Food Service**
  - 9. Jennie-O Turkey Store Sales, LLC**
  - 10. JLT Foods, LLC dba Piepers Pies**
  - 11. J.R. Simplot Company**
  - 12. Land O'Lakes, Inc.**
  - 13. M.C.I. Foods Inc.**
  - 14. Microsoft**
  - 15. Nardone Bros Baking Co. Inc.**
  - 16. Noser Consulting, LLC**
  - 17. Out of the Shell, LLC dba Yangs 5th Taste**
  - 18. Pilgrim's Pride Corporation**
  - 19. Praters Incorporated**
  - 20. Red Gold, LLC**
  - 21. S.A. Piazza & Assoc. LLC**
  - 22. Smucker Foodservice, Inc.**
  - 23. Tasty Brands**
  - 24. TEKsystems, Inc. (2 Contracts)**
  - 25. Trident Seafoods Corporation**
  - 26. Tyson Foods**
  - 27. Unico Technology**
  - 28. YWCA of Nashville and Middle Tennessee**
  - 29. T Mobile USA**
- d. 2020 Magnet Schools Assistance Program Competitive Grant Application Resolution**
- e. A Resolution to Approve the Nashville Plan for the 2020-2021 School Year**

**Motion to approve consent agenda**  
**By Jill Speering, seconded Amy Frogge**  
**Motion Passes**  
**Vote: 9-0**

## **DIRECTOR'S REPORT**

- A. Our People - HR Update - Dr. Barnes and staff presented the report of the Board.
- B. Reopening of Schools – Dr. Battle presented the report to the Board.

## **ANNOUNCEMENTS**

- A. Gini Pupo-Walker announced that a Special Called Board Meeting would be held on June 30<sup>th</sup> to vote on the budget and the upcoming Governance meeting on July 14<sup>th</sup>.
- B. Sharon Gentry announced that a Townhall meeting for the Whites Creek Cluster would be held on June 26<sup>th</sup> at 6:00 p.m.

**Ms. Frogge adjourned the meeting at 7:20 p.m.**



---

Chris M. Henson  
Board Secretary

Amy Frogge  
Board Chair

Date

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

b. RECOMMENDED APPROVAL OF CHANGE ORDER #1 FOR JULIA GREEN ELEMENTARY SCHOOL PTO WALKING TRACK – MID TN CONSTRUCTORS, INC.

We are requesting approval for an adjustment to the contract due to unforeseen conditions and additional Code requirements.

RFP 1 - Additional excavation of bio-pond required by Metro Water and additional associated engineered fill \$ 4,000

RFP 2 – Repair of storm water structure due to unforeseen deterioration 2,500

Total for Change Order #1 \$ 6,500

Legality approved by Metro Department of Law.

FUNDING: 35119.80701100

DATE: September 8, 2020

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(1) VENDOR: CHC Mechanical Contractors

SERVICE/GOODS (SOW): Contract is for HVAC renovations at J.E. Moss Elementary School.

SOURCING METHOD: ITB 20-17

TERM: September 9, 2020 through Project Completion

FOR WHOM: J.E. Moss Elementary students and faculty

COMPENSATION: Total compensation under this contract is not to exceed \$534,716.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7499485

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(2) VENDOR: Demand Mechanical

SERVICE/GOODS (SOW): Contract is for HVAC renovations at J.T. Moore Middle School.

SOURCING METHOD: ITB 20-16

TERM: September 9, 2020 through Project Completion

FOR WHOM: J.T. Moore students and faculty

COMPENSATION: Total compensation under this contract is not to exceed \$1,155,607.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7499484

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(3) VENDOR: Home Depot USA, Inc.

SERVICE/GOODS (SOW): For the purchase of maintenance supplies and materials.

SOURCING METHOD: Omnia Partners Cooperative 16154

TERM September 9, 2020 through June 30, 2021

FOR WHOM: All MNPS schools and support buildings

COMPENSATION: Total compensation under this contract will not exceed \$40,000.

OVERSIGHT: Maintenance

EVALUATION: Quality and timeliness of services provided

MBPE CONTRACT NUMBER: Purchase Orders to be issued after Board approval

SOURCE OF FUNDS: Operating Budget



GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(4) VENDOR: Houghton Mifflin Harcourt Publishing Company

SERVICE/GOODS (SOW): Contractor to provide MNPS staff with professional development in school-based leadership. Services may be ordered by individual schools or centrally at the district level on an indefinite delivery/indefinite quantity basis.

SOURCING METHOD: RFQ 58122

TERM: September 9, 2020 through July 14, 2025

FOR WHOM: All MNPS

COMPENSATION: Contractor shall be paid in accordance with Exhibit A of the contract.

Total compensation under this contract is not to exceed \$300,000.

OVERSIGHT: Federal Programs

EVALUATION: Based on the quality and effectiveness of professional development provided.

MBPE CONTRACT NUMBER: 7497851

SOURCE OF FUNDS: Various Operating, Federal, or School-based Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(5) VENDOR: Performance Management Services, LLC

SERVICE/GOODS (SOW): Amendment #1 to switch the contract number over to 7491855, extend the contract term to September 30, 2021, and increase the compensation by \$15,000. Contractor to provide an instructional design framework and leadership capacity building in the support of a successful STEAM implementation at McMurray Middle School.

SOURCING METHOD: Amendment of a previously approved Board contract

TERM: September 9, 2020 through September 30, 2021

FOR WHOM: McMurray Middle School

COMPENSATION: Amendment #1 increases the compensation by \$15,000.

Total compensation under this contract is not to exceed \$40,000.

OVERSIGHT: Schools of Innovation

EVALUATION: Adherence to the scope of work and the quality of the services provided, and achieving the "Anticipated Outcomes" and "Outcome Measurements" as described in Attachment A.

MBPE CONTRACT NUMBER: 7491855 (previously 2-00817-00)

SOURCE OF FUNDS: District Priority School Improvement Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(6) VENDOR: PENCIL Foundation

SERVICE/GOODS (SOW): Amendment #2 adds support of the acquisition and distribution of school supplies in accordance with the Continuous Learning Plan for 2020-21. It increases the contract value by \$108,462.94 bringing the total contract value to \$896,415.94. The contract is for coordination and management of activities and services provided by community partners.

SOURCING METHOD: Amendment of a previously approved Board contract

TERM: September 9, 2020 through June 30, 2023

FOR WHOM: MNPS students and teachers

COMPENSATION: Amendment #2 increases the compensation by \$108,462.94.

Total compensation under this contract will not exceed \$896,415.94.

OVERSIGHT: Federal Programs

EVALUATION: Quality of services provided.

MBPE CONTRACT NUMBER: 10111

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(7) VENDOR: Personal Computer Systems, Inc.

SERVICE/GOODS (SOW): For the purchase and installation of eleven (11) Promethean Titanium Active Panels.

SOURCING METHOD: NCPA Cooperative NCPA 01-54

TERM Immediate purchase

FOR WHOM: Haynes Middle School

COMPENSATION: Total compensation under this contract will not exceed \$37,284.

OVERSIGHT: Learning Technology

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order to be issued after Board approval

SOURCE OF FUNDS: Operating Budget

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(8) VENDOR: Porter Roofing Contractors, Inc.

SERVICE/GOODS (SOW): Contract is for roof replacement at Harpeth Valley Elementary School.

SOURCING METHOD: ITB 20-18

TERM: September 9, 2020 through Project Completion

FOR WHOM: Harpeth Valley Elementary students and faculty

COMPENSATION: Total compensation under this contract is not to exceed \$549,854.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7499728

SOURCE OF FUNDS: Capital Funds

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(9) VENDOR: Positive Promotions

SERVICE/GOODS (SOW): For the purchase of Virtual Learning Survival Kits.

SOURCING METHOD: Buy Board Cooperative 573-18

TERM Immediate purchase

FOR WHOM: MNPS Eighth and Ninth Grade Students under the Gear Up Program

COMPENSATION: Total compensation under this contract will not exceed \$ 31,504.23.

OVERSIGHT: Gear Up Coordinators

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: Purchase Order to be issued after Board approval

SOURCE OF FUNDS: Federal Gear Up Grant

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(10) VENDOR: Premiere Building Maintenance Corporation

SERVICE/GOODS (SOW): For nightly cleaning of upper and lower building and meeting COVID-19 cleaning standards.

SOURCING METHOD: Metro Government

TERM: 2020-21 school year, one hundred and eighty-two (182) days

FOR WHOM: Davidson Academy

COMPENSATION: Total compensation under this purchase will not exceed \$ 70,201.04.

OVERSIGHT: Federal Programs

EVALUATION: Quality of products and timeliness of services provided

MBPE CONTRACT NUMBER: Metro Gov. # 402830

SOURCE OF FUNDS: Federal ESSER Cares Act

GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(11) VENDOR: School Specialty Education Essentials

SERVICE/GOODS (SOW): Contract is for school materials and products necessary for the learning environment. It includes a wide array of products from STEAM to PPE.

METHOD: Omnia Partners Cooperative #190503

TERM: September 9, 2020 through June 30, 2022

FOR WHOM: MNPS schools and departments

COMPENSATION: Total compensation under this contract is not to exceed \$2,000,000.

OVERSIGHT: MNPS schools and departments

EVALUATION: Quality and timeliness of services provided

MBPE CONTRACT NUMBER: 7486165

SOURCE OF FUNDS: Operating Budget



GOVERNANCE ISSUES

A. ACTIONS

1. CONSENT

c. AWARDING OF PURCHASES AND CONTRACTS

(12) VENDOR: Tennessee Elite Mechanical LLC

SERVICE/GOODS (SOW): Contract is for HVAC renovations at Eakin Elementary School.

SOURCING METHOD: ITB 20-15

TERM: September 9, 2020 through Project Completion

FOR WHOM: Eakin Elementary School students and faculty

COMPENSATION: Total compensation under this contract is not to exceed \$243,053.

OVERSIGHT: Facility Planning & Construction

EVALUATION: Quality and timeliness of services provided.

MBPE CONTRACT NUMBER: 7499483

SOURCE OF FUNDS: Capital Funds

1 **MEMORANDUM OF UNDERSTANDING**

2 **Table of Contents**

3 I. BASIC AGREEMENT PROVISIONS..... 4

4 PREAMBLE..... 4

5 RECITALS ..... 5

6 DEFINITIONS..... 5

7 II. SALARIES AND WAGES ..... 6

8 TEACHER SALARY ..... 6

9 COMPENSATION PLAN..... 6

10 COMPENSATION REVIEW..... 6

11 PARENTAL LEAVE ..... 6

12 NATIONAL BOARD CERTIFICATION FOR TEACHERS, SCHOOL PSYCHOLOGIST, SCHOOL COUNSELORS

13 AND SPEECH/LANGUAGE THERAPISTS ..... 7

14 VOLUNTARY WORKSHOPS AND TRAINING ACTIVITIES..... 7

15 EXCEPTION PAY ..... 7

16 TEACHERS COVERING A CLASS FOR ANOTHER TEACHER ..... 8

17 OUTSIDE EMPLOYMENT..... 8

18 METHOD OF PAYMENT ..... 8

19 III. GRIEVANCE PROCEDURE..... 8

20 TEACHER RIGHTS..... 8

21 GRIEVANCE PROCEDURES..... 9

22 WHAT IS A GRIEVANCE?..... 9

23 INFORMAL PROCEDURE ..... 9

24 GRIEVANCE CONFERENCES ..... 9

25 FORMAL PROCEDURES..... 9

26 MISCELLANEOUS DETAILS ..... 10

27 IV. INSURANCE ..... 11

28 INSURANCE BENEFITS ..... 11

29 EMPLOYEE ASSISTANCE PROGRAM ..... 11

30 V. FRINGE BENEFITS ..... 11

31 REIMBURSEMENT FOR TEACHING SUPPLIES ..... 11

32 MILEAGE REIMBURSEMENT..... 11

33 Reimbursement Procedures ..... 12

1	TEACHER ATTENDANCE AT EVENTS.....	13
2	VI. WORKING CONDITIONS.....	13
3	CONCERNS RELATED TO MEETINGS AND WORKDAY .....	13
4	WORKDAY .....	13
5	FACULTY MEETINGS.....	13
6	OTHER MEETINGS .....	14
7	ACADEMIC FREEDOM .....	14
8	Tennessee Teacher Code of Ethics.....	15
9	49-5-1003. Educator’s obligations to students.....	15
10	49-5-1004. Educator’s obligations to the education profession.....	16
11	FACULTY INVOLVEMENT IN DECISION-MAKING PROCESS .....	16
12	FACULTY ADVISORY COMMITTEE .....	17
13	Establishment.....	17
14	Election and Term .....	17
15	Composition .....	17
16	Vacancies. ....	17
17	Meetings. ....	17
18	Involvement of Other Personnel.....	17
19	NON-INSTRUCTIONAL WORKDAYS .....	17
20	ASSOCIATION MEETINGS .....	17
21	PARENT-TEACHER CONFERENCE DAY SCHEDULE .....	18
22	CALENDAR COMMITTEE.....	18
23	PLANNING TIME FOR TEACHERS.....	18
24	PERSONNEL FILES.....	18
25	PERSONNEL INFORMATION .....	18
26	CRIMINAL HISTORY RECORD CHECK .....	18
27	BACKGROUND CHECKS .....	19
28	TEACHER DRESS .....	19
29	COST OF LOSS OR DAMAGE TO PERSONAL PROPERTY RESULTING FROM ASSAULT .....	19
30	SUBSTANCE ABUSE AND ALCOHOL AND DRUG FREE WORKPLACE.....	19
31	Reasonable Suspicion.....	20
32	How Tests Will Be Done .....	20
33	Notification of Results and Tole of the MRO .....	21

1 Consequences of a Positive Test..... 21

2 Removal from Normal Duties ..... 21

3 Removal from Eligibility ..... 22

4 Rehabilitation and/or Disciplinary Action..... 22

5 Re-test Provision ..... 22

6 Return to Work and Follow-up ..... 22

7 Operating Metro Equipment ..... 22

8 Confidentiality..... 23

9 Training Informational Program ..... 23

10 Revisions ..... 23

11 PROHIBITION OF EMPLOYEE HARASSMENT ..... 23

12 Policy Statement ..... 23

13 Defining Harassment..... 23

14 Reporting Harassment ..... 24

15 ETHICS, CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS..... 25

16 Persons Covered ..... 25

17 Employee Responsibilities: ..... 25

18 Questions on Interpretation of this Policy..... 26

19 Responsibilities of the Supervisor..... 26

20 Conflicts of Interest..... 26

21 Gifts ..... 27

22 Financial Interests ..... 28

23 Use of Information..... 29

24 Use of Government Property..... 29

25 Other Ethical Responsibilities ..... 29

26 TEACHER OF THE YEAR..... 29

27 SMOKING ..... 30

28 REPORTING ARREST OR CRIMINAL CITATION ..... 31

29 LIGHT DUTY ..... 31

30 VACATION: TEN-MONTH TEACHERS..... 31

31 VACATION: TWELVE-MONTH CERTIFICATED ..... 31

32 HOLIDAYS ..... 31

33 ATTENDANCE: ..... 32

1 INCLEMENT WEATHER ..... 32

2 VII. LEAVES OF ABSENCE ..... 33

3 ATTENDANCE POLICY ..... 33

4 SICK DAYS ..... 33

5 ASSOCIATION LEAVE ..... 34

6 BEREAVEMENT LEAVE ..... 34

7 PERSONAL LEAVE ..... 35

8 PROFESSIONAL LEAVE ..... 35

9 MILITARY LEAVE ..... 36

10 POLITICAL LEAVE ..... 36

11 RELIGIOUS LEAVE ..... 36

12 SPECIAL LEAVE – PEACE CORPS OR OTHER GOVERNMENT APPROVED EDUCATIONAL ACTIVITY ..... 36

13 VOTING LEAVE ..... 36

14 COURT APPEARANCE LEAVE ..... 37

15 LEAVE WITHOUT PAY ..... 37

16 Educational Leave Without Pay ..... 37

17 MNPS Charter School Employment ..... 37

18 Other Leave ..... 38

19 VIII. PAYROLL DEDUCTIONS ..... 38

20 SAFE HARBOR FOR SALARIED EXEMPT EMPLOYEES WITH IMPROPER DEDUCTIONS OVERPAYMENT

21 FROM SALARIES ..... 38

22 IX. FINAL PROVISIONS ..... 39

23 REOPENERS ..... 39

24

25

26 I. BASIC AGREEMENT PROVISIONS

27 PREAMBLE

28 This Agreement is made and entered into on this the 10<sup>th</sup> day of April 2018, by and between the

29 Metropolitan Nashville Public Schools Board of Education, and the representatives of the professional

30 employees of the Metropolitan Nashville Public Schools Board of Education appointed as provided in

31 TCA § 49-5-605.

1    **RECITALS**

2    This Memorandum of Understanding (MOU) memorializes the understanding reached by the Board and  
3    the representatives of the professional employees of the Board as to the terms and conditions of the  
4    professional employee’s service.

5    **DEFINITIONS**

6    **Teacher:** professional employee as defined in TCA 49-5-602 (8)

7    **Administrator:** management team as defined in TCA 49-5-602 (4)

8    **Urgent situation or emergencies:** An unplanned event which causes significant interference with  
9    normal activities requiring immediate attention and remedial action.

10   **Domestic Partner:** Domestic partners are defined as unrelated legal adults (both age 18 or older and  
11   mentally competent to enter into a contract) who meet all of the following eligibility requirements:

- 12           1. Both adults have chose to share one another’s lives in an intimate and committed  
13           relationship of mutual caring that is intended to be lifelong;
- 14           2. Both adults currently share a primary residence (i.e., living quarters, although it is not  
15           required the residence be listed in both names);
- 16           3. Both adults have shared a primary residence for the preceding 365 days;
- 17           4. Both adults are jointly responsible for basic living expenses (food and shelter although the  
18           individuals are not required to contribute equally), as demonstrated by a signed Declaration of  
19           Domestic Partnership demonstration financial interdependence and by providing three of the  
20           following as proof of joint responsibility:
  - 21                   a. Joint ownership of a primary residence or joint tenancy of a residential lease;
  - 22                   b. Copy of a utility (water, gas, or electric) invoice listing both domestic partners;
  - 23                   c. Joint ownership of an automobile (auto registration, joint auto insurance);
  - 24                   d. Joint bank or credit account;
  - 25                   e. Joint liabilities (e.g. credit cards or loans, etc.);
  - 26                   f. A will or trust designating the domestic partner as beneficiary;
  - 27                   g. A retirement plan or life insurance policy beneficiary designation form designating the  
28                   domestic partner as beneficiary;
  - 29                   h. A signed durable power of attorney to the effect that the employee and the domestic  
30                   partner have granted powers to one another;
  - 31                   i. Copies of each domestic partner’s driver’s license that indicates the same address;
  - 32                   j. Other acceptable proof of joint financial responsibility as determined by the  
33                   department of human resources.

1 5. Both adults have been jointly responsible for living expenses during the preceding 365 days;  
2 and

3 6. Neither adult has been in a lawful marriage recognized by the State of Tennessee in the  
4 previous 365 days, is in another domestic partnership or are lineal ancestors or descendants  
5 related to a degree of kinship that would otherwise prevent marriage from being recognized by  
6 the State of Tennessee (if divorced, a copy of the divorce decree for each partner is required to  
7 be provided).

8 **NOW, THEREFORE**, the Parties hereby agree as follows:

## 9 II. SALARIES AND WAGES

### 10 TEACHER SALARY

11 Teacher salaries are determined by a combination of education and experience. Experience must be  
12 verified by MNPS from an approved list of accredited agencies in a manner, consistent with Tennessee  
13 State Board of Education Rules and Regulations (0520-01-02-.02). Verification of credit and experience  
14 must be received by December 1 of the current school year in order to receive retroactive pay.

### 15 COMPENSATION PLAN

16 The Board and the Association agree to establish and maintain a joint Compensation Committee  
17 comprised of three (3) members appointed by the Administration, four (4) by the Association, and one  
18 (1) member of the Board of Education. The committee shall be chaired jointly by a member appointed  
19 by the Administration and one by the Association. The committee shall address all compensation issues  
20 including but not limited to a long-term salary goal and the structure of the teacher salary schedule. The  
21 Compensation Committee shall convene no later than September 15 of each year and report to MNEA  
22 and the Board by November 1. For the 2017-18 school year, the committee shall convene as soon as  
23 practical.

24 All salary, differentiated compensation, and salary supplements shall be paid via the official MNPS  
25 payroll system.

### 26 COMPENSATION REVIEW

27 The compensation committee will discuss the feasibility of a 5% across-the-board salary increase for  
28 teachers for each of the following school years: 2018-2019 and 2019-2020. It is recommended that  
29 experience steps and degreed lanes in the salary schedule should be maintained to encourage teacher  
30 retention.

31 The Compensation Committee will consider the following items:

32 a) Exception Pay at \$45/hr.

33 b) Adding Veteran's Day as a holiday

34 c) Voluntary Workshops and Training Activities paid at \$85/day

### 35 PARENTAL LEAVE

36 The Compensation committee will study the feasibility of implementing a parental leave policy  
37 comparable to the benefit currently provided by Metro Nashville Government.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35

NATIONAL BOARD CERTIFICATION FOR TEACHERS, SCHOOL PSYCHOLOGIST, SCHOOL COUNSELORS AND SPEECH/LANGUAGE THERAPISTS

The national board certification supplemental pay will be paid at the rate of \$4000 per school year for eligible employees. All certified personnel are eligible for this supplement with these additional requirements:

1. Possessing a current national board certification;
2. Full-time with an “active” payroll status (not on unpaid Leave of Absence).

Requirements for receiving the award installments are:

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

It is each teacher’s responsibility to provide the Compensation Division with necessary documentation as listed above. Teachers will be notified if their supplemental pay installment has ceased during the effective payroll period. Regular audits of national board certification recipients will be conducted to insure eligibility of supplemental pay installments.

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

All voluntary workshops and training activities beyond the regular school day will be compensated at \$85 for a 7.5 – hour day, effective 7/1/18. See Professional Development Stipend Policy.

EXCEPTION PAY

The exception rate of pay shall be \$25 per hour (budget \$29.53/hour) (effective 7/1/18) and shall apply to teachers working beyond the regular work day 1) during the academic calendar for specified and approved activities that are not part of the teacher’s regular job duties which help support school improvement plans, 2) for all summer school, 3) extended learning assignment.

See Professional Development Stipend Policy.



1 TEACHERS COVERING A CLASS FOR ANOTHER TEACHER

2 Any teacher covering a class because the system is unable to provide a substitute shall be paid the  
3 highest substitute rate available, exclusive of the substitute bonus. Such additional compensation shall  
4 be prorated for the time period or percentage of the class that each teacher covers. When a class is split  
5 among several teachers, the highest substitute rate will be divided evenly among all teachers receiving  
6 students.

7

8 OUTSIDE EMPLOYMENT

9 No teacher of the Metropolitan Board of Education shall engage in any outside employment or work at  
10 any trade or participate in any professional activity or do or perform any act or service which is in  
11 conflict with the duties of his/her employment of which is **averse** to the interest of the Metropolitan  
12 Board of Education. Violation of this policy is cause for disciplinary action.

13 See Outside Employment Policy and the Non-School Employment Policy

14 METHOD OF PAYMENT

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

18

19 III. GRIEVANCE PROCEDURE

20 TEACHER RIGHTS

21 1. Reprimands and grievances shall be conducted in private.

22 2. An affected teacher, who is a member of a Professional Employee Organization (PEO) that is a party  
23 to this agreement, shall, however, have the right, in all such instances to request the presence of a PEO  
24 representative at said interview and, when such a request is made, the interview will not proceed until  
25 the representative is in attendance, given a reasonable timeframe to allow the representative to attend.

26 3. Except in cases of alleged child abuse, workplace violence, or other emergencies, teachers will be  
27 notified of investigatory and disciplinary meetings at least 24 hours in advance.

28 4. Teachers shall be afforded due process as prescribed by law to ensure that any adverse action shall be  
29 for just cause and can be dealt with fairly and equitably.

30 5. Any **teacher** may appeal a reprimand to the supervisor of his/her principal/department head or up to  
31 the **Executive Director**.

32 **6. The opportunity to appeal shall be granted to teachers who receive a reprimand and in response to**  
33 **the reprimand allege that compliance with a directive from a supervisor would have endangered the**  
34 **teacher's health and/or safety in violation of Metro Nashville Public Schools policy and procedures (See**  
35 **Workplace Safety Website).**

- 1 7. PEO that is party to this agreement shall be notified immediately whenever a suspension is  
 2 recommended to the Director. *MNPS shall continue to comply with Tennessee Code regarding the*  
 3 *appointment of an impartial hearing officer.*
- 4 8. A tenured teacher dismissal hearing shall be held before an impartial hearing officer. *MNPS shall*  
 5 *continue to comply with Tennessee Code regarding the appointment of an impartial hearing officer.*
- 6 9. Any complaints regarding an employee made to an administrator by a parent, student, or other  
 7 person shall be processed according to HR 5.130 Complaints.
- 8 . When issues arise, employees are encouraged to contact the PEO or the appropriate Human Resource  
 9 Partner after discussing if unable to resolve the issue with his/her supervisor. Appropriate issues should  
 10 be addressed with the Faculty Advisory Committee (FAC).

11 **GRIEVANCE PROCEDURES**

12 **WHAT IS A GRIEVANCE?**

13 A grievance is a certificated employee’s claim that there has been violation, misinterpretation or  
 14 misapplication of MNPS policy. For example, these are not considered grievances:

- 15 • Not liking a supervisor’s actions.
- 16 • Reprimands or any similar corrective action documents. See Teacher Rights for appeals of  
 17 reprimands.
- 18 • The fact that an employee has been placed on a plan of assistance.

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

20 **INFORMAL PROCEDURE**

21 If an employee feels that he/she has a grievance, he/she shall first discuss the matter with his/her  
 22 principal or other appropriate administrator\* in an effort to resolve the problem informally. The parties  
 23 shall seek to adjust the difficulty at the point of origin by obtaining advice from an appropriate division  
 24 of the Central Office. If the problem is not resolved informally, then the employee may declare that a  
 25 grievance exists, and the formal procedure invoked. (\*Note- if the grievance relates to a principal’s  
 26 decision, and if the informal procedure is unsuccessful, the appropriate person to hear a Level 1  
 27 grievance is the Executive Director of School Support and Improvement [EDSSI].)

28 **GRIEVANCE CONFERENCES**

29 Generally, grievance conferences will be scheduled for times that do not interfere with the employees’  
 30 assigned duties. Grievance conferences shall be conducted in private. An affected teacher, who is a  
 31 member of a Professional Employee Organization (PEO) that is a party to this agreement, shall have the  
 32 right to request the presence of a PEO representative at said interview and, when such a request is  
 33 made, the interview will not proceed until the representative is in attendance, given a reasonable time  
 34 period to allow the representative to attend.

35 **FORMAL PROCEDURES**

Level One	<ul style="list-style-type: none"> <li>• If the grievant is not satisfied with the outcome of the informal procedure, he/she may present his/her alleged grievance formally in writing to the principal or the principal’s supervisor (EDSSI). A written grievance shall contain the following information: name and position of the grievant, a statement of the grievance and the</li> </ul>
-----------	--

	<p>facts involved, including relevant dates; a reference to the applicable provisions of MNPS policy; the corrective action requested; signature of the grievant.</p> <ul style="list-style-type: none"> <li>• At the time of filing the Level One grievance, the grievant may request a conference prior to the rendering of the decision. If a conference is requested, the act of scheduling the conference shall occur within ten (10) working days following the receipt of the grievance.</li> <li>• The principal, or other appropriate administrator, within ten (10) working days after the receipt of the grievance of the grievance conference (if one is requested) shall render a written decision to the grievant.</li> </ul>
Level Two	<ul style="list-style-type: none"> <li>• If the grievant wishes to appeal the decision at Level One, the grievant may appeal in writing to the Chief Human Resources Officer with ten (10) work days after the decision at Level One.</li> <li>• At the time of tiling the Level Two grievance, the grievant may request a conference prior to the rendering of the decision. If a conference is requested, the act of scheduling the conference shall occur within ten (10) work days following the receipt of the grievance.</li> <li>• The Chief Human Resources Officer or his/her designee, within ten (10) work days after the receipt of the grievance or the conference (if one is requested) shall render a written decision to the grievant.</li> </ul>
Level Three	<ul style="list-style-type: none"> <li>• If the grievant wishes to appeal the decision at Level Two, the grievant may appeal in writing to the Director of Schools within ten (10) work days after the decision at Level Two.</li> <li>• At the time of filing the Level Three grievance, the grievant may request a conference prior to the rendering of the decision. If a conference is requested, the act of scheduling the conference shall occur within ten (10) work days following the receipt of the grievance.</li> <li>• Within ten (10) work days after receipt of the grievance or the grievance conference (if one is requested), the Director of Schools or his/her designee shall render a written decision to the aggrieved person. This decision is final.</li> </ul>

1

2 MISCELLANEOUS DETAILS

- 3 1. A grievance may be withdrawn at any level without prejudice or record.
- 4 2. Failure by the aggrieved person or group at any level to appeal a grievance to the next level within the  
5 specified time limit herein shall be deemed to be acceptance of the decision rendered at that level on a  
6 non-precedent setting basis.
- 7 3. No grievance shall be recognized by the District unless it shall have been presented to the appropriate  
8 level in writing within forty (40) working days after the aggrieved person knew, or should have known,  
9 of the act or condition on which the grievance is based and if not so presented, the grievance shall be  
10 considered as waived.
- 11 4. Nothing in this document should be construed as denying any employee the opportunity to consult  
12 with any supervisory or administrative officer in the school system.
- 13 5. At any level, time limits in this agreement may be mutually extended. However, the intent of this  
14 provision is to expedite the processing of all grievances.

1 6. No reprisals shall be invoked against any employee for processing a grievance or participating in any  
2 way in the grievance procedure.

3 7. When a grievance involves more than one employee, the group of employees, with the assistance of  
4 the appropriate representative, may submit a collective grievance at the appropriate level.

5

## 6 IV. INSURANCE

### 7 INSURANCE BENEFITS

8 1. The Board of Education agrees to pay 75% of the insurance package. This agreement does not apply  
9 to life insurance beyond the amount deemed by the Internal Revenue Service as an allowable, non-  
10 taxable, employer-paid benefit.

11 2. The Board agrees to provide a \$50,000 life insurance benefit for all eligible teachers. Eligible teachers  
12 are regularly scheduled to work at least 18 hours per week.

13 3. Each certificated employee of the Board shall be covered by a \$500 death benefit under provisions of  
14 the Metropolitan Charter.

### 15 EMPLOYEE ASSISTANCE PROGRAM

16 The Board agrees to fund and maintain a confidential employee assistance program.

17

## 18 V. FRINGE BENEFITS

### 19 REIMBURSEMENT FOR TEACHING SUPPLIES

20 Funds allocated to teachers through the Basic Education Program (“BEP”) will be spent for instructional  
21 supplies as provided in Tenn. Code Ann. 49-3-359 (a) \$200 to each classroom teacher to be spent at the  
22 teacher’s discretion based on state guidelines. The district agrees to reimburse each regular and special  
23 education classroom teacher, librarian, school counselor, social worker, psychologist, speech language  
24 pathologist and itinerant classroom teachers for purchase of instructional materials and supplies based  
25 on state guidelines and auditing procedures.

26 An additional \$100 per classroom teacher shall be pooled with all teachers in a school and spent as  
27 determined by a committee of teachers. The district agrees to provide to the school \$100 per librarian  
28 school counselor and other approved positions. English Learner Itinerant classroom teachers,  
29 psychologist, speech language pathologist and other approved positions will have the “pooled” \$100  
30 placed in a district account for the department to use.

31 See BEP and New Teacher Money Policy and BEP/New Teacher Money Policy for additional guidance  
32 and requirements.

### 33 MILEAGE REIMBURSEMENT

34 For employees or non-employees who have been authorized to use personal automobiles in the  
35 performance of their duties, and/or to whom MNPS vehicles/automobiles are not available,  
36 reimbursement for mileage may be claimed under the following conditions:

- 1 • If a personally owned automobile has been authorized for official duties within Davidson  
2 County, employees or non-employees shall be reimbursed at the rate established by the Board  
3 of Public Education. Reimbursement of mileage for official duties within Davidson County shall  
4 be paid by payroll adjustment.
- 5 • If a personally owned automobile has been authorized for official duties out-of-county,  
6 reimbursement will be based on a rate established by the Board of Public Education. To be  
7 reimbursed for mileage, the Mileage Report must be filed by the last day of the month the travel  
8 was taken unless the travel crosses two months, in which case the Mileage Report must be filed  
9 by the last day of the month the latter part of the trip was taken.
- 10 • For liability insurance coverage, the Chief Financial Officer and the Division of Safety and  
11 Insurance for the Metropolitan Nashville government must be notified in advance when an  
12 employee is traveling out-of-state in a personally owned, rented/leased automobile in the  
13 performance of official MNPS business or duty.
- 14 • Employees driving any non-MNPS vehicle on official business are responsible for having liability  
15 insurance that meets all the requirements of applicable state law.
- 16 • When employees use their personal vehicle on official business, their personal auto coverage  
17 will be primary up to the limits of their policies. MNPS will be secondary up to the limits of the  
18 Governmental Tort Liability Act. In the event of an accident that results in damage to an  
19 employee's vehicle, the employee is responsible for such damage and cannot bring claim against  
20 MNPS or the state government for any costs associated with the damage.
- 21 • Mileage posted by the State Highway Department on state highway routes and published by  
22 Rand-McNally for out-of-state routes will be regarded as official for vehicle travel. Use the  
23 following line for the Rand-McNally site that will calculate point to point mileage:  
24 [www.randmcnally.com](http://www.randmcnally.com).
- 25 • If an employee begins or ends his/her trip on a normal workday at his/her resident without  
26 stopping at his/her official place of work, reimbursable mileage will be the mileage from the  
27 employee's residence to his/her destination that is in excess of the mileage from the employee's  
28 residence to his/her place of work. If the mileage to the destination is less than the mileage to  
29 the place of work, no mileage reimbursement may be claimed. Travel in this manner that occurs  
30 on a weekend/holiday is reimbursable for the actual miles driven.

### 31 Reimbursement Procedures

- 32 1. Submit an approved Mileage Log/Report to the School or Department Timekeeper for mileage  
33 and parking expenses.
    - 34 1.1 The mileage reimbursement rate is the current rate allowed by IRS.
    - 35 1.2 Mileage reimbursement requests must be submitted monthly.
  - 36 2. Parking receipts must be submitted. Reimbursement is limited to \$5.00 per day if receipts are not  
37 submitted.
  - 38 3. Reimbursement will be included on the payroll check after receipt of the approved  
39 documentation.
- 40 Parking expenses less than \$25.00 may be reimbursed by submitting an approved Petty Cash Form  
41 and receipts to the Business Services Office. Expenses will be reimbursed in cash.

1 TEACHER ATTENDANCE AT EVENTS

2 All teachers shall be admitted without charge to regular season athletic contests at any MNPS school  
3 upon showing MNPS identification. Teachers shall be admitted without charge to non-athletic  
4 events at their assigned school.

5

6 VI. WORKING CONDITIONS

7 CONCERNS RELATED TO MEETINGS AND WORKDAY

8 Any concerns about the above provisions related to Workday, Meetings, and Faculty Meetings  
9 shall be discussed with the School Leadership Team and/or school principal/department head.  
10 Concerns that continue and are not addressed shall be discussed with the appropriate  
11 supervisor.

12 WORKDAY

13 All teachers shall be present at their respective schools seven and one-half (7 ½) hours each  
14 school day. This accounts for the seven-hour instructional day and arrival and departure based  
15 on the needs of the students.

16 FACULTY MEETINGS

17 1. A faculty meeting is any called meeting with the majority of the faculty beyond the seven and  
18 one-half (7 ½) hour workday.

19 2. By the end of the first week of school, the faculty, in collaboration with the principal and/or  
20 department head, shall determine the regular schedule and purpose for faculty meetings.  
21 Sound professional judgment in scheduling and conducting faculty meetings shall be used.  
22 Reasonable notice and an agenda shall be provided except in urgent situations.

23 3. Regular faculty meetings shall adhere to the following conditions except in urgent situation:

24 a. A maximum of four meetings per calendar month may be held.

25 b. Faculty meetings shall not exceed two (2) hours during a calendar month.

26 c. Meetings held after the end of the student school day shall start within fifteen (15)  
27 minutes after the student dismissal time. Meetings held before the student school day  
28 shall end at least five (5) minutes before the student arrival time.

29 d. No meeting shall exceed one (1) hour in length. If a meeting is to be held for an hour,  
30 the principal shall give the faculty a forty-eight (48) hour advance notice.

31 e. Items of school-wide interest submitted by members of the faculty to the principal at  
32 least three school days in advance of a meeting shall be placed on the agenda. This shall  
33 not preclude other items of school-wide interest submitted by the faculty from being  
34 discussed.

35 f. Morning meets shall not be scheduled on Mondays or on any day immediately  
36 following any holiday or other day during which teacher attendance is not required at

1 school. Afternoon meetings shall not be called on Fridays or any day immediately  
2 preceding any holiday or other day during which teacher attendance is not required in  
3 school.

4 g. No teacher shall be required to attend a vendor presentation with no instructional  
5 purpose.

## 6 OTHER MEETINGS

7 1. Other meetings, which may or may not include the majority of the faculty, can be held beyond the  
8 seven and one-half (7 ½) hour workday to collaboratively improve the school.

9 2. School administration in collaboration with the faculty, shall determine the schedule and purpose for  
10 other meetings. Sound professional judgment in scheduling and conducting other meetings shall be  
11 used. Reasonable notice and an agenda shall be provided.

12 3. These meetings shall adhere to the following conditions:

13 a. Other meetings scheduled outside the instruction day may include, but are not  
14 limited to, vertical team, School Improvement Plan, accreditation, Professional Learning  
15 Communities, and other committee meetings

16 b. A maximum of two (2) meetings per calendar month may be held.

17 c. Other meetings shall not exceed one (1) hour during a calendar month.

18 d. Meetings held after the end of the student school day shall start withing fifteen (15)  
19 minutes after the student dismissal time. Meetings held before the student school day  
20 shall end at least five (5) minutes before the student arrival time.

21 e. Morning meetings shall not be scheduled on Mondays or any day immediately  
22 following any holiday or other day during which teacher attendance is not required at  
23 school. Afternoon meetings shall not be called on Fridays or any day immediately  
24 preceding any holiday or other day during which teacher attendance is not required in  
25 school.

## 26 ACADEMIC FREEDOM

27 The schools seek to educate people in the democratic tradition; to foster a recognition of individual  
28 freedom and social responsibility; to inspire meaningful awareness of, and respect for, the Constitution  
29 and the Bill of Rights; and to instill appreciation of the values of individual personality. It is recognized  
30 that these democratic values can best be transmitted in an atmosphere which is free from censorship  
31 and artificial restraints upon the free inquiry and learning, and in which academic freedom for the  
32 teacher and student is encouraged.

33 Academic freedom shall be guaranteed to teachers in order to create in the classroom an atmosphere of  
34 freedom, which permits students to raise questions dealing with critical issues of the time and which  
35 maintains an atmosphere conducive to the study, investigation, presentation and interpretation of facts  
36 which stress the interplay of ideas.

1 In addition, the teacher is responsible for exercising his/her judgment in selecting for discussion those  
2 relevant issues which are appropriate to the maturity, age, grade level, and understanding of the  
3 students involved.

4 Freedom of individual conscience, association and expression will be encouraged, and fairness in  
5 procedures will be observed both to safeguard the legitimate interest of the schools and to exhibit by  
6 appropriate examples the basic objectives of democratic society.

7 Teachers will be entitled to full rights of citizenship. No lawful religious or political activity of any  
8 teacher will be grounds for discipline or discrimination with respect to the professional employment of  
9 such teacher.

10 Professional educators should recognize that academic freedom is not an absolute, and it must be  
11 exercised within the basic ethical responsibilities of the teacher profession. As deemed appropriate in  
12 the Teacher Code of Ethics (TCA, Title 9, Part 10):

### 13 [Tennessee Teacher Code of Ethics](#)

#### 14 [49-5-1003. Educator's obligations to students](#)

15 (a) An educator shall strive to help each student realize the student's potential as a worthy and effective  
16 member of society. An educator therefore works to stimulate the spirit of inquiry, the acquisition of  
17 knowledge and understanding, and the thoughtful formulation of worthy goals.

18 (b) In fulfillment of this obligation to the student, an educator shall:

19 (1) Not unreasonably restrain the student from independent action in the pursuit of learning;

20 (2) Not unreasonably deny the student access to varying points of view;

21 (3) Not deliberately suppress or distort subject matter relevant to the student's progress;

22 (4) Make reasonable effort to protect the student from conditions harmful to learning or to  
23 health and safety;

24 (5) Not intentionally expose the student to embarrassment or disparagement;

25 (6) Not on the basis of race, color, creed, sex, national origin, marital status, political or religious  
26 beliefs, family, social or cultural background or sexual orientation unfairly;

27 (A) Exclude any student from participation in any program;

28 (B) Deny benefits to any student; or

29 (C) Grant any advantage to any student;

30 (7) Not use professional relationships with students for private advantage; and

31 (8) Not disclose information about students obtained in the course of professional service,  
32 unless disclosure serves a compelling professional purpose or is required by law.

33 [Acts 2010, ch. 916, § 1.]



1 49-5-1004. Educator’s obligations to the education profession.  
2 (a) The education profession is vested by the public with a trust and responsibility requiring the highest  
3 ideals of professional service. In the belief that the quality of the services of the education profession  
4 directly influences the nation and its citizens, the educator shall exert every effort to raise professional  
5 standards, to promote a climate that encourages the exercise of professional judgment, to achieve  
6 conditions which attract persons worthy of the trust to careers in education, and to assist in preventing  
7 the practice of the profession by unqualified persons.

8 (b) In fulfillment of this obligation to the profession, an educator shall not:

9 (1) Deliberately make a false statement or fail to disclose a material fact related to competency  
10 and qualifications in an application for a professional position;

11 (2) Misrepresent the educator’s professional qualifications;

12 (3) Assist entry into the profession of a person known to be unqualified in respect to character,  
13 education, or other relevant attribute;

14 (4) Knowingly make a false statement concerning the qualifications of a candidate for a  
15 professional position;

16 (5) Assist a non-educator in the unauthorized practice of teaching;

17 (6) Disclose information about colleagues obtained in the course of professional service unless  
18 the disclosure serves a compelling professional purpose or is required by law;

19 (7) Knowingly make false or malicious statements about a colleague; and

20 (8) Accept any gratuity, gift, or favor that might impair or appear to influence professional  
21 decisions or actions.

22 [Acts 2010, ch. 916, § 1.]

### 23 FACULTY INVOLVEMENT IN DECISION-MAKING PROCESS

24 Educators are held accountable for the success of the educational process. Therefore, the district  
25 recognizes the necessity for involving faculties in the decision-making process. When feasible during  
26 workshops and local in-service, teachers and principals will explore and discuss ways of organizing  
27 schools for improved programs. Where applicable, local staffs will consider differentiated staffing,  
28 which would include identifying and describing various functions within the school setting that can be  
29 performed by para-professionals, team teaching, variable student grouping, etc., which might make  
30 possible the reconstruction of instructional staffs, instructional patterns, and school organization. When  
31 necessary, teachers will devote the necessary time beyond the normal school day to accomplish the  
32 above objective.

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

1 FACULTY ADVISORY COMMITTEE

2 Establishment. Teachers may create a Faculty Advisory Committee (FAC) for the purpose of  
3 establishing and maintaining positive relationships and communications among the faculty, staff, and  
4 administration as well as creating a positive culture and climate through shared leadership. The  
5 committee shall also serve as the vehicle by which the faculty may propose changes in existing school-  
6 level policies, procedures, and practices, including school health and safety plans. The proposed  
7 changes will be discussed between the FAC and Principal. The FAC will communicate resolutions to the  
8 faculty.

9 Election and Term. A three (3) member volunteer nominating committee shall convene for the purpose  
10 of nominating non-supervisory prospective members for the FAC. The Nominating Committee shall  
11 solicit the names of nominees from each department/grade level/content area for inclusion on a ballot.  
12 All faculty members within the school are eligible to vote for and hold membership on the committee.  
13 Voting shall be conducted by secret ballot within two weeks of the initial solicitation of nominees.  
14 Ballots shall be returned to and tabulated by the Nominating Committee. It is recommended that the  
15 committee be elected by September 15 and organized by October 1, but it may be formed at any time  
16 during the school year. At the first meeting, a chair, vice-chair, and a secretary shall be elected.

17 Composition. The faculty advisory committee shall consist of at least three (3) members. However, the  
18 total number of members shall be determined by the nominating committee.

19 Vacancies. Any vacancy that occurs during the school year shall be filled by a special election in  
20 accordance with the election requirements define herein.

21 Meetings. The committee shall meet when it is deemed necessary by the chair or by a majority of the  
22 committee members or by a request of 20% of the faculty. The chair of the committee shall set the  
23 agendas based on suggestions from the faculty, principal and other committee members. FAC chair and  
24 administration should meet within three (3) school days to discuss resolutions. Accurate minutes of the  
25 meetings including recommendations and resolutions shall be kept by the designee and copies shall be  
26 issued to the faculty within two (2) school days after the meeting.

27 Involvement of Other Personnel. Officers or staff of the professional employee organization  
28 representing teachers in Collaborative Conferencing and administrative or supervisory personnel may be  
29 invited at attend meetings at the principal’s or committee’s request. Each party shall inform the other  
30 in advance when outside personnel have been invited.

31

32 NON-INSTRUCTIONAL WORKDAYS

33 Professional Development/Planning, assessment, in-service, parent- teacher conference and all other  
34 non-Instructional days shall be seven hours in length including a one-hour duty-free lunch with the right  
35 to leave campus for lunch. All stockpiled professional development days will include three hours of  
36 individual planning time for teachers.

37 ASSOCIATION MEETINGS

38 The administration agrees to meet with the President of the Association at least monthly.

1 PARENT-TEACHER CONFERENCE DAY SCHEDULE

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

10 CALENDAR COMMITTEE

11 Each year prior to the adoption of the school calendar, the Board will consider recommendations  
12 from all interested parties, including parents, teachers, and support staff. In order to obtain input  
13 from these stakeholders, the Director of Schools shall establish a committee comprised of  
14 representatives from these groups. The committee shall meet and present their recommendations  
15 to the Director. MNEA will appoint a minimum of two teachers to the calendar committee.

16 PLANNING TIME FOR TEACHERS

17 All teachers shall have daily planning time which shall be free of student responsibilities except for  
18 emergencies. Sixty (60) minutes a day for elementary teachers and a minimum of fifty (50) minutes  
19 a day for middle school and high school teachers are required. This duty-free time shall be used for  
20 the purpose of common planning and/or collaboration, preparation, grading papers, contacting  
21 parents/legal guardians, or other items connected with professional duties.

22 Planning time shall consist of two and one-half hours each week during which teachers have no  
23 other assigned duties or responsibilities other than individual (self-selected) planning for instruction.  
24 The two and one-half hours may be divided on a daily or other basis. TSBOE RULE 0520-1-3-.03 (4)

25 PERSONNEL FILES

26 Each teacher has the right, upon request, to review the contents of his/her own personnel file.

27 No material of derogatory nature will be placed in the central office personnel file of a teacher  
28 without the teacher’s prior knowledge of the content of the material and the date of placement in  
29 the file. Upon request by the teacher, his/her response may be attached to the material.

30 PERSONNEL INFORMATION

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

35 CRIMINAL HISTORY RECORD CHECK

36 Because of the strong commitment of the Board of Education to hiring practices that result in  
37 employment of individuals who pose no known risk of physical, emotional or psychological harm to  
38 children, the District will conduct thorough criminal background checks (CBC) on all applicants prior  
39 to being hired.

1 Before a CBC can be conducted, individuals will be required to sign a release giving the District the  
2 right to conduct an investigation. If, at any time, the CBC discloses any misrepresentation on the  
3 individual's initial application or other employment related documents, any felony conviction, or any  
4 misdemeanor convictions involving violence, theft, dishonesty, fraud, abuse, drugs or sexual  
5 misconduct, a prospective employee will not be considered for employment and a current employee  
6 will be terminated.

#### 7 BACKGROUND CHECKS

8 The District reserves the right to require any current employee to supply a fingerprint sample and  
9 submit to a complete criminal records check as set forth in the Criminal History Record Check policy,  
10 see Criminal History Record Check Policy. The cost of creating the fingerprint sample will be borne  
11 by the District. Any employee who is required to supply a fingerprint sample and complete a  
12 criminal records check as provided in this section will be selected at random. The employee will be  
13 informed in writing, that he/she has been randomly selected for this check by the Chief Human  
14 Resources and Talent Division Officer or his/her designee, and the employee will be given a specific  
15 date by which to supply a fingerprint sample. An employee's failure to comply with such a  
16 requirement may be considered insubordination.

#### 17 TEACHER DRESS

18 All teachers are expected to dress in a professional manner that inspires respect and serves as a role  
19 model for students. It is recognized that attire must also be appropriate for the teacher's  
20 assignment, the needs of the students, and the physical needs of the staff member. Clothing should  
21 be modest and an appropriate size. It is understood that problems of teacher dress shall be handled  
22 professionally between the educator and his/her immediate supervisor.

#### 23 COST OF LOSS OR DAMAGE TO PERSONAL PROPERTY RESULTING FROM ASSAULT

24 Upon submission to the Chief Human Resources and Talen Division Officer adequate proof of the  
25 existence of, and damage to personal property of a teacher as a result of an assault while the  
26 teacher is on duty on school property, the Board shall reimburse said teacher for such damage or  
27 destruction, at replacement cost not to exceed fifteen hundred dollars (\$1500). A teacher's term of  
28 duty is determined by the exact arrival and departure for assigned responsibilities. The report must  
29 be submitted within forty (40) school days of the date of the damage.

#### 30 SUBSTANCE ABUSE AND ALCOHOL AND DRUG FREE WORKPLACE

31 It is the policy of Metropolitan Nashville Public Schools to maintain a workplace that is free from the  
32 effects of drug and alcohol abuse.

33 A. It is prohibited for any employee to use or possess illegal controlled substances on or off duty.

34 B. It is prohibited for any employee to use legal drugs in a manner which might interfere with the  
35 employee's performance of duties.

36 C. Any employee found in violation of these provisions may be subject to disciplinary action.

37 D. Employees will be subject to testing for alcohol and controlled substances according to the  
38 specific techniques and procedures described in this policy.

1 E. Employees must notify their Department Head/Principal of any criminal drug statute conviction  
2 no later than the first work day following the conviction.

3 F. Employees must report all arrests as provided in the Reporting Arrests.

#### 4 Classes of Employees

5 A. CDL Holders a. Employees holding a commercial driver's license as part of their job duties are  
6 subject to drug testing pursuant to a separate policy dictated by the U.S. Department of  
7 Transportation but are also subject to this policy

8 B. All Other Employees a. Employees who are not CDL holders are subject to reasonable suspicion  
9 testing. Tests Required Pre-appointment CDL Holders must consent to undergo drug testing at the  
10 time of the pre-employment/post-offer physical examination. Tests will be conducted after a  
11 provisional offer of employment has been made and before an employee performs a health or  
12 safety function for the first time.

13 Post-Accident/Serious Incident Alcohol and controlled substances tests will be conducted after  
14 accidents involving employees whose performance could have contributed to the accident, which  
15 results in: (1) a fatality; (2) bodily injury which requires immediate medical treatment away from  
16 the scene of the accident, and/or; (3) in the case of a vehicle accident, damage requiring the vehicle  
17 to be towed away from the scene of the accident.

18 Tests should be done as soon as practicable after the accident, although there should be no delay in  
19 any medical treatment required. Alcohol tests should be completed within two hours of the  
20 accident and in no event after eight hours and controlled substances tests will be administered  
21 within 32 hours of the accident.

22 Employees may be ordered to test any time they use force, which is reasonably calculated to  
23 produce death or serious bodily injury. Serious bodily injury is any injury that creates a substantial  
24 risk of death, causes permanent disfigurement, or tests in long-term loss or impairment of any  
25 bodily member or organ.

#### 26 Reasonable Suspicion

27 When a supervisor observes and documents appearance, behavior, speech or body odors of an  
28 employee which are characteristic of the use of alcohol or controlled substances, drug and alcohol  
29 tests may be ordered. Observations may include symptoms of chronic use or withdrawal.  
30 Supervisors must document these observations on the approved form. The Executive Director of  
31 Employee Relations or his/her designee will review this documentation and pertinent information to  
32 ascertain the suspicion. If the Executive Director of Employee Relations or his/her designee agrees  
33 he/she will order the employee to submit to a controlled substances and/or alcohol test. No  
34 employee shall be allowed to drive or perform any health or safety function when suspected of  
35 being impaired, until a test report that the employee is medically qualified to work is received.

#### 36 How Tests Will Be Done

##### 37 Alcohol

38 Alcohol is defined as any food, beverage, mixture or preparation, including any medication,  
39 containing ethyl alcohol. Testing for the use of alcohol will be done uses evidential breath testing

1 (EBT) devices approved by the federal government. EBT devices determine the concentration of  
2 alcohol in the blood using a breath sample. An initial test will be conducted to determine the blood  
3 alcohol concentration (BAC). If the BAC is less than four-hundredths of one percent (.04%) by  
4 weight of alcohol in the blood, the test is considered negative. This is the standard for all employees  
5 although a CDL holder is not allowed to drive with a BAC greater than two-hundredths of one  
6 percent (.02%). If the BAC is four-hundredths of one percent (.04%) or greater, the test is  
7 considered positive and a second test will be conducted immediately after the initial test to confirm  
8 the result of the initial test. Metropolitan Nashville Public Schools Substance Abuse HC 5.105 3  
9 reserves the right to order a blood test as additional confirmation in extraordinary situations.

#### 10 *Controlled Substances*

11 Controlled substance tests will be done by urinalysis and will check for drugs per MNPS policy or  
12 state law.

13 Tests may be requested for other substances if there is reason to believe that a test for the  
14 substance may be positive. Analysis shall be conducted by a laboratory certified by the U.S.  
15 Department of Health and Human Services (DHHS). If a screening test is positive for a controlled  
16 substance, a confirmation test is performed using the gas chromatography/mass spectrometry  
17 (GC/MS) analysis. The urine sample will be split in case of the possibility of retest. Levels  
18 constituting a positive test are established by DHHS. A positive test is considered the same as being  
19 under the influence of drugs for the purposes of this policy.

#### 20 *Notification of Results and Tole of the MRO*

21 All controlled substances tests are reviewed and interpreted by a physician designated as the  
22 Medical Review Officer (MRO) before they are reported to the employer. If the laboratory reports a  
23 confirmed positive result to the MRO, the MRO contacts the employee or applicant to determine if  
24 there is an alternative medical explanation for the substances found in the urine specimen. If the  
25 employee provides appropriate documentation and the MRO determines that it is legitimate  
26 medical use of the prohibited substances, the result is reported as negative to the employer  
27 although the employee may not be medically qualified to perform normal functions.

28 The Executive Director of Employee Relations (or designee) will notify the employee of test results,  
29 and if positive, will inform the employee to contact the MRO if the MRO has been unable to contact  
30 the employee.

#### 31 *Consequences of a Positive Test*

##### 32 *Refusal to Test*

33 Any refusal to submit to a test shall be considered a positive test. Willful refusal to test, or an  
34 attempt to tamper with the test, is in violation of this policy and will be considered a positive test.  
35 Refusal to submit any include failure to provide an adequate breath or urine sample for testing  
36 unless medical reasons are confirmed. An employee who tests positive or who refuses to test will  
37 be subject to disciplinary action up to and including termination. Substance Abuse HC 5.105 4

#### 38 *Removal from Normal Duties*

39 Employees who test positive for controlled substances or alcohol, refuse to submit to such tests, or  
40 attempt to tamper with the test are in violation of this policy and shall be removed from performing  
41 normal duties pending further action. Employees who are ordered to test based on reasonable

1 suspicion shall be removed from any duties in which they may pose a possible safety risk until the  
2 test results confirm they are medically fit to perform such duties.

### 3 Removal from Eligibility

4 Employees and applicants who have a confirmed positive pre-appointment test result for controlled  
5 substances or alcohol or refuse to test, will be denied appointment and may be considered ineligible  
6 for future employment.

### 7 Rehabilitation and/or Disciplinary Action

8 Employees who have a confirmed positive result on any test for controlled substances or alcohol  
9 shall be subject to further action which may include rehabilitation and/or disciplinary action up to  
10 and including termination. Disciplinary action is at the discretion of the Assistant Superintendent of  
11 Human Resources (or designee). Assistant Superintendent of Human Resources (or designee) may  
12 take into account factors such as the circumstances which led to testing, the employee's work  
13 history length of employment, job performance, and past corrective or disciplinary action.

14 Disciplinary action, based on a violation of this substance abuse policy, is not automatically  
15 suspended by an employee's participation in an Employee Assistance Program and disciplinary  
16 action may be imposed upon the employee if the Executive Director of Employee Relations (or  
17 designee) finds such action warranted.

### 18 Re-test Provision

19 Breath alcohol tests are conducted and confirmed while the employee or applicant is present,  
20 eliminating the need for a re-test. For controlled substances, an employee or applicant who has  
21 confirmed positive test results may request that the split sample be tested at a separate laboratory  
22 with federal certification. Such request must be made within seventy-two (72) hours of learning of  
23 the confirmed positive test. Any action required by this policy as a result of a positive test is not  
24 stayed pending the result of a test on the split sample. All costs associated with the re-testing of the  
25 split sample must be prepaid by the employee, including shipping and handling, transportation,  
26 testing and MRO assessment. If the result of the retest is negative, these costs will be reimbursed to  
27 the employee.

### 28 Return to Work and Follow-up

29 Employees with a confirmed positive test for controlled substances or alcohol may be referred to  
30 the Employee Assistance Program in addition to or in lieu of disciplinary Substance Abuse HC 5.105 5  
31 action. Employees shall not be allowed to return to normal duties until they submit to a return to  
32 work test with confirmed negative results and are recommended by the Employee Assistance or  
33 other appropriate counselor to return. Employees with a confirmed positive test who are allowed  
34 to return to work shall be required to sign a Return-to-Work Agreement prior to returning to work.  
35 For follow-up alcohol tests, any level will constitute a positive, even if it is below the normal cut-off  
36 level of a BAC of four-hundredths of one percent (.04). Failure to comply with the Return-to-Work  
37 Agreement will subject an employee to disciplinary action.

### 38 Operating Metro Equipment

39 No employee shall be allowed to operate a Metro vehicle following a positive test for a minimum  
40 period of ninety (90) calendar days after presenting a negative return-to-work test. The same  
41 requirement shall apply to an employee whose license is suspended due to a DUI conviction, even if



1 the employee is granted a restricted license. A Return-to-Work Agreement is also required in such  
2 cases, if driving is an essential function of the position, the employee may be demoted until all  
3 restrictions are lifted.

#### 4 Confidentiality

5 Metropolitan Nashville Public Schools, the company contracting to administer the testing program,  
6 the testing laboratory, and the Medical Review Officer shall strictly maintain the confidentiality of  
7 controlled substances and alcohol testing results and records. These results cannot be released to  
8 others without the written consent of the employee. Exceptions to these confidentiality provisions  
9 are limited to a decision-maker in litigation or administrative proceedings or officials designated in  
10 the federal regulations. Statistical records are maintained for required reports. Employees involved  
11 in testing and the administration of this policy shall observe strict confidentiality of an employee's  
12 test results and treatment. Any employee who violates this requirement for confidentiality will be  
13 subject to disciplinary action.

#### 14 Training Informational Program

15 All employees will be made aware of this policy. This policy will be made known to all new  
16 employees and the information will be incorporated in new employee orientation.

17 Supervisors – Supervisors shall attend a program of training. This program will be designed to teach  
18 supervisors how to identify and document substance abuse among employees and to familiarize  
19 them with the controlled substances testing program, provisions of this policy, and related laws.

20 Program Administrator – The Executive Director of Employee Relations serves as the liaison with the  
21 company who manages testing and reporting. Substance Abuse HC 5.105 6 Conflict with Other Laws  
22 or Court Action if any provision of this policy or the application thereof, to any person or  
23 circumstance is held to be invalid, the invalidation shall not affect any other provisions or the  
24 application of this program and to this end the provisions of the program are declared to be  
25 severable.

#### 26 Revisions

27 This policy may be revised to reflect changes in state and federal laws or for minor housekeeping  
28 (such as contact persons or class titles), without further approval of the full policy.

### 29 PROHIBITION OF EMPLOYEE HARASSMENT

#### 30 Policy Statement

31 See Employee Harassment Policy. The Metropolitan Nashville Board of Public Education is  
32 committee to safeguarding the ability of all students and employees within the school system to  
33 learn and work in an environment that is free from all forms of harassment and sexual harassment.

34 It shall be a violation of this policy for any employee of this school system to harass a student or  
35 another employee through conduct or communication in any form as defined in this policy.

36 Infractions of this policy shall be punished as provided herein.

#### 37 Defining Harassment

38 Harassment is a form of discrimination. Title VI of the Civil Rights Act of 1964, Title IX of the  
39 Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973 require school



1 districts to have officially adopted policy statements of nondiscrimination on the basis of sex,  
2 disability, national origin, race or any covered area under law. Specifically, sexual harassment is a  
3 form of sexual discrimination and consists of unwelcome sexual advances, requests for sexual  
4 favors, sexually motivated physical conduct, or other verbal or physical conduct of a sexual nature  
5 when:

6 1. Submission to or rejection of such conduct is made either explicitly or implicitly a term or  
7 condition of an employee's job, pay, or career;

8 2. Submission to or rejection of such conduct by an employee is used as a basis for career or  
9 employment decisions affecting that employee; and/or

10 3. Such conduct interferes with an employee's performance or creates an intimidating, hostile, or  
11 offensive environment.

12 Sexual harassment can include, but is not limited to sexual advances, verbal harassment or abuse,  
13 subtle pressure for sexual activity, touching of a sexual nature including inappropriate patting or  
14 pinching, intentional bruising against another person's body, demands for sexual favors, graffiti,  
15 posters, cartoons, caricatures, and jokes of a sexual nature playing sexually explicit audio/video  
16 tapes, sex-oriented verbal kidding or abuse and, spreading rumors about or rating another person's  
17 sexual activity or performance.

## 18 Reporting Harassment

19 See [Reporting Harassment Policy](#)

20 Any employee who believes that he/she is the victim of harassment or who witnesses harassment  
21 should report the harassment. Employees may report harassment to any one or all of the following:

22 1. The employee's supervisor;

23 2. The supervisor of the offending person;

24 3. The principal of the employee's school or the head of the employee's department;

25 4. The Director of Employee Relations, and/or;

26 5. The Title IX Coordinator;

27 6. Any employee in a leadership role at MNPS.

28 Allegations of employee-to-employee harassment shall be fully investigated by the principal,  
29 principal/designee or department head of the school or department from which the allegation rose.  
30 Confidentiality of employees shall be maintained, to the extent possible, during any investigation of  
31 alleged harassment. All allegations of employee-to-employee harassment shall be forwarded to the  
32 Human Capital Department. Employees found to have engaged in harassment shall be promptly  
33 and appropriately disciplined. Disciplinary action may be taken up to and including dismissal.

34 Allegations of supervisor to employee harassment shall be fully investigated by the Human Capital  
35 Department and/or its designee. Confidentiality of employees, including supervisory employees,  
36 shall be maintained, to the extent possible, during any investigation of alleged sexual harassment.

1 Supervisory employees found to have engaged in harassment shall be promptly and appropriately  
2 disciplined. Disciplinary action may be taken up to and including dismissal.

3 Supervisors are responsible for conducting activities within their area of responsibility in a manner  
4 that will ensure compliance with this policy. Supervisors are responsible for ensuring that their staff  
5 persons are aware that there are procedures for investigating reports of harassment.

6 Retaliation of any kind against an employee who, in good faith, reports a claim of harassment will  
7 not be tolerated. Any employee found to have engaged in retaliation will be promptly and  
8 appropriately disciplined. Disciplinary action may be taken up to and including dismissal.

## 9 ETHICS, CONFLICTS OF INTEREST AND ACCEPTANCE OF GIFTS

10 All Metropolitan Nashville Public Schools (MNPS) employees are required to abide by all federal,  
11 state and local government laws. MNPS employees must also maintain the highest level of honesty,  
12 integrity, and impartiality in their conduct as it relates to ethics, conflicts of interests and the  
13 acceptance of gifts.

14 This ensures that all actions of, and work performed by, MNPS employees are transparent and  
15 ensures any actual or perceived misconduct or conflict of interest will be avoided. Although certain  
16 behavior may not break any particular law or may not be in violation of any strict interpretation of  
17 the law, certain behavior is not acceptable by MNPS.

### 18 Persons Covered

19 This policy applies to all MNPS employees. All MNPS employees, officers and agents must comply  
20 with the standards described herein and in any other additional MNPS documents pertaining to  
21 conflict of interest and ethics.

### 22 Employee Responsibilities:

23 MNPS employees must avoid any action, whether or not specifically prohibited by this policy or  
24 departmental code of ethics, which might result in or create the appearance of:

- 25 • Using their position in MNPS for private gain;
- 26 • Providing preferential treatment to any person or business entity;
- 27 • Discriminating against any person or business entity;
- 28 • A lack of sobriety or placing one's self in a compromising or unseemly situation;
- 29 • Losing the ability to make decisions that are independent and impartial;
- 30 • Making a decision that does not follow approved guidelines and that is not in the best  
31 interest of MNPS;
- 32 • Affecting adversely the confidence of the public in the integrity of MNPS; and/or
- 33 • Reducing the operational efficiencies or economies of MNPS.

34 Each employee is responsible for the maintenance, integrity and accuracy of MNPS documents  
35 and records in order to comply with all regulatory and legal requirements and also to ensure  
36 records are available to support MNPS business practices and actions.

1 Questions on Interpretation of this Policy

2 When an MNPS employee is in doubt as to the proper interpretation of this policy, he or she is expected  
3 to consult and seek the advice of his or her supervisor and/or the MNPS Director of Purchasing.

4 Responsibilities of the Supervisor

5 Each MNPS employee who acts in a supervisory capacity is responsible for ensuring compliance  
6 with this policy by those employees in his or her line of authority. Should a supervisory MNPS  
7 employee become aware of a potential or real violation of this Policy by an employee outside of  
8 his or her line of authority, that supervisory employee must report and disclose the real or  
9 potential violation to the MNPS Director of Purchasing. Consequences of Policy Violation

10 Any MNPS employee who violates the provisions of this Policy is subject to:

- 11 • Disciplinary action, up to and including termination from employment under the
- 12 processes defined in the MNPS Support Employee Handbook (for Support Employees)
- 13 and in T.C.A. §49-5-511 (for Certificated Employees);
- 14 • Personal liability to MNPS; and
- 15 • Referral to appropriate law enforcement authorities if criminal actions are involved or
- 16 suspected of being involved.

17 Conflicts of Interest

18 MNPS prohibits any employee, officer or agent of MNPS to participate in the selection, award or  
19 administration of a purchase or contract if a conflict of interest, real or apparent, would be  
20 involved. According to Education Department General Administrative Regulations (EDGAR) at 2  
21 C.F.R. 200.318(c)(1), no employee, officer or agent of MNPS shall participate in selection, award  
22 or administration of a contract supported by Federal funds if a conflict of interest, real or  
23 apparent, would be involved.

24 No MNPS employee shall solicit or accept gratuities, favors or anything of monetary value from  
25 contractors, potential contractors or parties to sub agreements. Such a conflict of interest arises  
26 when:

- 27 • The employee, officer or agent,
- 28 • Any member of his/her immediate family,
- 29 • His/her partner, or Ethics, Conflicts of Interest and Acceptance of Gifts

30 Any organization which employs or is about to employ any of the above parties, has a financial  
31 or other interest in or other tangible personal benefit from a firm considered or selected for the  
32 award or contract.

33 Any MNPS employee, officer or agent responsible for reviewing and evaluating applications,  
34 proposals or other documents related to awarding funds must promptly disclose any conflict of  
35 interest to the MNPS Director of Purchasing, who will review the disclosed potential conflict of  
36 interest and take any action(s) deemed appropriate or required to address, manage or resolve  
37 the matter.

38 If the MNPS Director of Purchasing is involved in the reported conflict, the individual reporting  
39 the potential conflict should disclose it to the MNPS Chief Financial Officer. If appropriate, these

1 disclosures and conflicts will be reported to the Metropolitan Attorney assigned to MNPS, who  
2 may determine whether additional actions or sanctions should be recommended or  
3 implemented. Under certain circumstances, it may be necessary for an individual to recuse  
4 himself or herself from participating in any actions related to a purchase or contract award  
5 where a conflict may exist.

6 After disclosing a possible conflict of interest, the MNPS Director of Purchasing will make a  
7 decision about the circumstances surround the potential conflict and may approve or waive it.  
8 Upon the decision by the MNPS Director of Purchasing, or if the individual(s) involved believe(s)  
9 it is appropriate or necessary, the MNPS employee, officer or agent should immediately recuse  
10 himself or herself from participating in the award and may not be privy to any nonpublic  
11 information relation to the award. The recusal of any individual must be documented in the  
12 official files maintained for the award.

13 Upon understanding MNPS conflicts policy, appropriate staff must sign a certification that sets  
14 forth the standards for determining whether a conflict of interest exists. MNPS will maintain  
15 this certification and provide it to the appropriate personnel to assist with identifying and  
16 resolving any potential conflicts of interest.

#### 17 Gifts

18 No MNPS employee, officer or agent shall solicit or accept, directly or indirectly, on behalf of  
19 himself, herself, or any member of the employee, officer or agent's household or parties listed  
20 above, any gift, gratuity, preferential discounts, service, favor, lavish entertainment or meals,  
21 lodging, long distance transportation, loan, loan guarantee, or anything of monetary value from  
22 any contractors, subcontractors, potential contractors, or parties to purchases, agreements, or  
23 awards.

24 MNPS will not award contracts to independent contractors who have solicited contracts by  
25 means of offering gratuities, favors or anything of monetary value to the MNPS employee,  
26 officer or agent responsible for awarding contracts.

27 Any gift that is given by one MNPS employee, officer or agent to another MNPS employee,  
28 officer or agent that provides for personal financial gain or favor is not acceptable. These  
29 disallowed gifts shall not be accepted by the receiver. If a gift is accepted inadvertently or in  
30 error, the item must be returned to the giver/supplier or donated to a charity in the name of the  
31 giver/supplier.

32 If any MNPS receives a gift or favor, he/she must report the gift or favor in writing within 7 days  
33 to his/her supervisor. Offers from non-MNPS individuals or entities shall be referred to the  
34 MNPS Director of Purchasing. Offers from individuals or entities to donate furniture,  
35 equipment, supplies, etc. shall be referred to the MNPS Inventory Control Manager.

36 Donations shall not be accepted if they are given to influence, or appear to have the possibility  
37 of influencing, a decision that provides monetary or other gains to the donor or the person  
38 acting the donation. MNPS recognizes situations may occur in which the financial interest of a  
39 gratuity, favor or gift is not substantial or is an unsolicited item of nominal value.

1 The prohibition on soliciting or accepting gifts, entertainment, favors or gratuities of nominal  
2 value does not apply to:

- 3 • Loans from established financial institutions made in the ordinary course of business on  
4 usual and customary terms. So long as there are no guarantees or collateral given by any  
5 person described in this section;
- 6 • Unsolicited advertising materials of nominal value, including items considered  
7 “giveaways” at professional conferences, such as pens, pads, etc.;
- 8 • Meals not considered lavish (e.g. appetizer + entrée + sides +dessert=less than \$35)  
9 related to or linked with business dealings;
- 10 • Food and refreshments of nominal value when they are part of the employee’s  
11 participation in a charitable, civic, political or community event, which bears a  
12 relationship to the employee’s office and the employee is attending in an official  
13 capacity.
- 14 • Admission to charitable, civic, political, or other public events.
- 15 • Refreshments or meals of nominal value provided at business meetings.
- 16 • Any employee who travels on business for MNPS may keep the points or travel awards  
17 earned as a result of the MNPS supported business travel.
- 18 • Transportation and/or lodging provided by a vendor when attending a public event.

19 Any lodging or long-distance transportation provided by a vendor and not by MNPS must be  
20 pre-approved by the Director of Schools in writing and must be for the purpose of furthering  
21 the mission of MNPS. This practice is highly discouraged as it is difficult, if not impossible, to  
22 avoid creating the impression of a conflict of interest. Prior to accepting such an offer, the  
23 employee should consult with the MNPS Director or Purchasing for advisability.

24 MNPS employees must always be aware that meetings outside of MNPS, in both public  
25 venues and private venues, with companies and organizations that do business with MNPS,  
26 may raise questions as to the true purpose of the meeting, regardless of who actually pays  
27 for the employee’s meal, ticket, attendance fee, or other item related to the meeting.

## 28 Financial Interests

29 No MNPS employee shall enter into or derive a benefit, directly or indirectly, from any  
30 contractual arrangement with MNPS or any of its agencies or vendors.

31 In recognition of the fact that many husbands and wives have separate careers, the normal  
32 employment compensation of a spouse whose regular, ongoing employer or business has a  
33 contractual arrangement with MNPS shall not be considered a “benefit” to the MNPS  
34 employee, provided the conflict of interest was properly disclosed by the MNPS employee(s)  
35 involved, proper recusal procedures were followed and the contract with MNPS was  
36 procured with open competition pursuant to procurement requirements and without any  
37 participation, assistance, or influence from the MNPS employee.

38 No MNPS employee shall request or demand that any other person or entity make or offer  
39 to make any monetary contribution or other type of contribution of value to any campaign  
40 or to any political campaign committee in exchange for, or as a condition to, receiving some

1 benefit from MNPS or any department, agency or official thereof, to the person or entity  
2 whose contribution is requested or demanded, or to the person making the request.

3 Any MNPS employee having stock or ownership interest in public or privately held  
4 companies that do business, or may potentially do business, with MNPS must report this  
5 relationship to his/her supervisor. If the employee is involved in the MNPS decision making  
6 process for the award of purchases or contracts, the employee must properly disclose the  
7 relationship to the MNPS Director of Purchasing and may be recused from award process.

#### 8 Use of Information

9 No MNPS employee shall directly or indirectly:

- 10 • Use, disclose, or allow the use of official information which was obtained through or  
11 in connection with his or her employment and which has not been made available  
12 to the general public for the purpose of furthering the private interest or personal  
13 profit of any person, including the employee, or
- 14 • Engage in a financial transaction as a result of, or primarily relying upon information  
15 obtained through his or her MNPS employment.

#### 16 Use of Government Property

17 No MNPS employee shall use the facilities, equipment, personnel or supplies of MNPS or its  
18 agencies other than for officially approved MNPS related activities, except to the extent that  
19 they are lawfully available to the general public.

#### 20 Other Ethical Responsibilities

21 Individuals who prepare, approve, sign or submit E-rate applications, technology plans or other  
22 forms related to the E-rate program are subject to the requirements contained herein in  
23 addition to more stringent ethical requirements. For more information, see Federal  
24 Communications Commission Regulations located at 47 C.F.R. § 54.503. Any questions about  
25 this policy, including advice for addressing or handling potential conflict of interest issues may  
26 contact the MNPS Director of Purchasing at (615) 259-8533.

#### 27 TEACHER OF THE YEAR

28 MNPS recognizes outstanding Teachers of the Year annually. Eligible candidates for Teacher of  
29 the Year must:

- 30 • Be a full-time, certified, in good standing, PreK-12 teacher in a state-accredited public  
31 school at each stage of the recognition process (local, regional, grand division, state and  
32 national levels)
- 33 • Spend the majority of the school day in direct instruction to students
- 34 • Be in at least the fifth year of teaching Tennessee public schools
- 35 • Have a track record of exceptional gains in student learning

36 Teacher of the Year candidates must:

- 37 • Have a broad understanding of research-based models for effective teaching and of  
38 current trends and issues in education
- 39 • Be a facilitator of learning, skilled in implementing creative teaching strategies

- 1 • Be able to show evidence of positive teacher effect over time related to student
- 2 achievement through formal and informal documentation
- 3 • Be able to explain, discuss and defend a personal philosophy of teaching
- 4 • Be poised, articulate, enthusiastic, and energetic
- 5 • Be an exceptionally dedicated, knowledgeable and skilled teacher
- 6 • Have a superior ability to teach and inspire in students a love of learning
- 7 • Be recognized as a leader in the community as well as in the school
- 8 • Show active involvement and leadership in professional development and
- 9 extracurricular activities
- 10 • Inspire students of all backgrounds and abilities to learn
- 11 • Have the respect and admiration of students, parents and colleagues

12 Each division, department, or grade within a school may nominate candidates in three  
13 categories: PreK -4, 5-8, and 9-12. These categories refer to the grade taught by the teacher  
14 and do not refer to the grade structure or designation of the school.

15 Each division, department, or grade presents its choice to the general faculty, which selects the  
16 teacher(s) in each category to participate in the system competition. Schools are encouraged to  
17 consider nominations from parents, students and other community members as well. The  
18 number of teachers chosen in each category is not to exceed 1 per 20 faculty members in that  
19 category.

20 Once the faculty has selected the nominee(s), the nominee(s) completes Sections I, II, and III  
21 only of the Teacher of the Year nomination form, which is posted on the MNPS website in  
22 January. Each building principal also submits the Building-Level Teacher of the Year Report  
23 Form to the Director of Schools.

24 Once the nomination window closes at the end of January, a committee begins reviewing  
25 nominations and selects the Teacher of the Year finalists in each category. The district contacts  
26 the finalists (two per each category at each school), who then complete Sections IV-X of the  
27 application. The committee reviews the finalists' applications and the winners for each category  
28 and school are announced the night of the banquet.

## 29 SMOKING

30 Metropolitan Nashville Public Schools (MNPS) recognizes that smoking represents a health and  
31 safety hazard which has serious consequences for the smoker and nonsmoker, MNPS also  
32 recognizes that all staff members should serve a positive role models for students. In order to  
33 protect students, staff, visitors, and guests of the schools from an environment that may be  
34 harmful to them, MNPS prohibits smoking by all staff, students, visitors, and guests on all school  
35 property, in all school buildings, and in all school vehicles (including schools, offices, warehouses  
36 and other facilities, as well as vehicles owned by the Board). For the purpose of this policy,  
37 "smoking" will mean all uses of tobacco (including all "smokeless" and chewing tobacco  
38 products), cigars, cigarettes, and pipes.

1 REPORTING ARREST OR CRIMINAL CITATION

2 As a condition of employment, an employee must report to the department head/principal or  
3 department head/principal designee any arrest or criminal citation within 24 hours of the  
4 incident. If the department head/principal cannot be reached within the specified time frame,  
5 an employee must make the report immediately the next business day. It is not necessary to  
6 report traffic citations unless required by the department. This applies 12 months of the year.

7 LIGHT DUTY

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

16 VACATION: TEN-MONTH TEACHERS

17 A teacher’s work year is 201 days. This is inclusive of ten (10) days of vacation. This vacation is  
18 earned at the rate of one (1) day of vacation for each scholastic month he/she is employed.  
19 Vacation is paid as part of the teacher’s bi-weekly regular salary and cannot be accumulated.  
20 Teachers who do not work a full ten (10) months will have their salary adjusted based on the  
21 number of days actually earned.

22 VACATION: TWELVE-MONTH CERTIFICATED

23 Certificated employees on a twelve (12) month contract hired or promoted into a position on or  
24 after July 1, 2014, will accrue vacation at the following rates:

Number of years of MNPS service completed as of Anniversary date	Vacation days per fiscal year
0 to 5 years	12 per year
6 to 9 years	15 per year
10 to 19 years	20 per year
20+ years	25 per year

25  
26 Certificated employees on a twelve (12) month contract hired on or before June 30, 2014 will be  
27 grandfathered at the twenty (20) days per fiscal year until they reach twenty (20+) years of service with  
28 MNPS, whereby they will advance to twenty-five (25) days per fiscal year. This vacation may be taken as  
29 approved by the employee’s supervisor. These days are cumulative, but not more than fifty (50) days  
30 may be carried over to the following year.

31 HOLIDAYS

32 Teachers will have holidays according to the following schedules:

33 Twelve-Month Employees



1	New Year's Day	1 day	January 1 or as observed
2	Martin Luther King Day	1 day	Third Monday in January
3	Spring Holiday	1 day	To be determined
4	Memorial Day	1 day	Last Monday in May
5	Independence Day	1 day	July 4 or as observed
6	Labor Day	1 day	First Monday in September
7	Thanksgiving	2 days	Fourth Thursday and Friday in November
8	Winter Break	<u>3 days</u>	To be determined
9	<b>Total</b>	<b>11 days</b>	

10 Eleven-Month and School Year Teachers

11	Labor Day	1 day	First Monday in September
12	Thanksgiving	2 days	Fourth Thursday and Friday in November
13	Martin Luther King Day	1 day	Third Monday in January
14	Spring Holiday	<u>1 day</u>	To be determined
15	<b>Total</b>	<b>5 days</b>	

16 Holidays that fall on Sunday will be observed on the following Monday by those working Monday  
 17 through Friday. Holidays that fall on Saturday will be observed on Friday.

18 When official holidays occur on a scheduled workday of a part-time employee, such employee shall be  
 19 entitled to the holiday and shall receive pay for the number of hours the employee normally would have  
 20 worked (except for retired, part-time employees).

21 Any employee who is absent without approved paid leave on the working day immediately preceding or  
 22 following a holiday shall lose pay for the holiday as well as for the other days used immediately before  
 23 and after the holiday.

24 **ATTENDANCE**

25 See Attendance Policy.

26 **INCLEMENT WEATHER**

27 If school is delayed, employees will adjust their arrival time based on the number of hours the student  
 28 schedule is adjusted. (For example: if school is delayed for two hours the teacher report time is two  
 29 hours later than their normal report time.) If a teacher is unable to report to school due to inclement  
 30 weather and schools are open, s/he will be charged a personal day (unpaid day if no personal day  
 31 remains). Teachers will not be charged leave when school is closed. Inclement weather days will be  
 32 made up based on the school calendar. Teachers will not be charged for pre-approved leave on days  
 33 school has been closed.

## 1 HEALTH AND SAFETY

2 If you have a health and/or safety concern, share that information with your principal for resolution.  
3 MNPS will also publish a clearinghouse page on its website indicating who to contact for specific  
4 concerns related to health and safety. This will include a link to contact PEO (Professional Education  
5 Association) for members needing additional assistance. The website will include who to contact for the  
6 following:

- 7 • PPE or cleaning supplies,
- 8 • Noncompliance with official district COVID-19 prevention protocols, and/or
- 9 • Unsafe or unsanitary conditions.

## 10 PERSONAL PROTECTIVE EQUIPMENT (PPE)

11 MNPS will provide personal protective equipment (PPE), specifically CDC-compliant face masks, face  
12 shields, and gloves, for all teachers who request it. Prior to face-to-face instruction, the district will  
13 create and implement a system by which school administrators monitor and request PPE to ensure  
14 adequate amounts of PPE are continuously available to all teachers. Teachers who work with students  
15 who are unable to comply with all health and safety protocols shall be provided with additional PPE that  
16 is appropriate and necessary for the environment. In addition, teachers will be expected to comply with  
17 all health and safety protocols mandated by the district.

## 18 VII. LEAVES OF ABSENCE

### 19 ATTENDANCE POLICY

20 Teachers are expected to work in accordance with the MNPS Attendance Policy agreed to through  
21 Collaborative Conferencing. Any changes in the policy impacting teachers shall be made by mutual  
22 agreement through Collaborative Conferencing.

### 23 SICK DAYS

24 1. Definition. "Sick Leave" shall mean leave of absence from post of duty one-half (1/2) day or more  
25 because of illness of a teacher due to natural causes or accident, or illness or in certain situations death  
26 of a member of the immediate family. Family is defined to include wife, husband, domestic partner,  
27 parents, parents-in-law, children, children-in-law, grandchildren, brother, sister, grandparents, brother-  
28 in-law, sister-in-law and also any other person living in the home of the teacher as a member of the  
29 family. For the purposes of this provision domestic partner will be treated as spouses.

30 2. Allocation. Sick leave for teachers shall be granted with full pay at the rate of one (1) day for each  
31 calendar month a teacher is employed and shall be cumulative throughout his/her employment with  
32 MNPS or as prescribed under law. For the purposes of allocation of sick leave, the Presidency of the  
33 Association shall be considered a post of duty.

34 Note: Fully paid personal leave days, which remain unused at the end of the work year, shall be credited  
35 to accumulated sick leave. When a teacher reports for duty, sick leave allowed for a year shall be  
36 available immediately except that whatever portion is used shall be charged to his/her annual sick leave.

37 3. Uncompensated Sick Leave. See Leave without Pay.

1 4. Reinstatement of Sick Leave. The Board shall grant to any teacher employed or reemployed within  
2 two years after termination from any Tennessee school system, sick leave which the teacher had  
3 accumulated during previous employment in that system as provided in Tennessee Code Annotated 49-  
4 5-710.

5 5. Certification of Illness. Healthcare provider statement shall be filed with the appropriate leave  
6 administrator in Human Resources at the end of each period of illness if said period is of six (6) or more  
7 consecutive school days duration. Human Resources may require a healthcare provider statement for  
8 any number of days under six (6), or require second opinion. Should the absence period for personal  
9 illness extend to twenty (20) or more consecutive school days, the teacher is required, before returning  
10 to his/her duty, to file with the Human Resources a statement from healthcare provider, certifying that  
11 he/she is able to resume his/her duties.

12 6. Quarantine. Quarantine within the home of the teacher by legally constituted authority, provided the  
13 teacher cannot take up residence elsewhere, shall constitute grounds for absence from school without  
14 loss of pay without loss of leave time allowed for any other purpose without review for one year.  
15 Anything beyond one year would require review by the Executive Director of Benefits.

16 Use of Bereavement. See Bereavement Leave.

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

#### 21 ASSOCIATION LEAVE

22 When the need arises, officers, committee chairs and other association leaders may attend essential  
23 local, state and national meetings without loss of pay. This leave shall be in addition to other leave  
24 provisions provided by the Board.

25 The President of the Association shall initiate each request for such professional leave and submit the  
26 request to the Director of Schools or his/her designee at least one (1) week in advance.

27 The Director either approves the request and forwards a copy to the teacher's principal and the  
28 President of the Association or notifies the President of the Association that he/she is not approving the  
29 leave, giving the reason (or reasons) for the non-approval.

#### 30 BEREAVEMENT LEAVE

31 When death occurs in the immediate family, teachers shall be allowed a maximum of four (4) days  
32 Bereavement Leave without loss of pay. If more days for bereavement purposes are needed, sick leave  
33 shall be used. Bereavement Leave is not cumulative.

34 For the purpose of bereavement leave, "immediate family" is defined differently than regarding sick  
35 leave to include wife, husband, domestic partner, parents, parents-in-law, children, children-in-law,  
36 grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law, and any other person living in  
37 the home as a member of the family at the time of death. For the purposes of this provision domestic  
38 partner will be treated as spouses.

1 Death of any relative not a member of the immediate family as previously defined above shall entitle  
2 the teacher to one (1) day's absence chargeable to bereavement leave.

### 3 PERSONAL LEAVE

4 All certificated employees shall be eligible for Personal Leave. The number of days available is based  
5 upon years of service with MNPS as indicated in the chart below:

Number of Years in MNPS	Number of Days Available
0-9	3*
10-14	5**
15 or more	6**

6 *\*The prevailing substitute pay will be deducted from one (1) regardless of the availability or need of a*  
7 *substitute.*

8 *\*\*The prevailing substitute pay will be deducted from three (3) days regardless of the availability or need*  
9 *of a substitute.*

10 During the first week and the last week of each semester, on the day prior to or immediately following  
11 holidays and on scheduled in-service days, conference day or during any prior established student  
12 examination period this privilege shall not be allowed unless recommended by the principal and  
13 approved by the appropriate administrator. Personal Leave during the time indicated above will not be  
14 granted except for an emergency or unusual circumstance.

15 Personal leave may be taken for any purpose that requires absence during work hours. No explanation  
16 shall be required. Personal leave shall not be used for extending a holiday or vacation.

17 No more than one (1) professional staff member or five percent (5%) of the teaching staff of an  
18 administrative unit, which is greater, may take personal leave at one time. If the number requesting  
19 leave exceeds five percent (5%), but the granting of such leave will not interfere with the school's  
20 program as decided by the principal or immediate supervisor, the teacher shall have the right to take  
21 the leave within the provisions of this policy.

22 Application for personal leave shall be made with the principal at least two (2) days in advance, except in  
23 cases of emergency.

24 Fully paid personal leave days which remain unused at the end of the work year shall be credited to  
25 accumulated sick leave.

### 26 PROFESSIONAL LEAVE

27 Without loss of pay, a certificated employee upon approval of the principal or immediate supervisor  
28 shall be allowed five (5) days absence in any school year to attend educational meetings provided that  
29 only such meetings shall be considered "educational meetings" as shall be approved by the Director of  
30 Schools, and provided further that a teacher shall be an elected delegate, an official of the organization  
31 meeting, a committee member with responsibilities at said meeting, or an invited participant on the  
32 official program. Notification of such absence shall be filed with the principal or immediate supervisor  
33 not less than five (5) days prior to such meeting.

34 Absence for professional reasons other than those specified above (for visiting schools, attending  
35 educational conventions or other similar purposes) shall be allowed without loss of pay to the extent of

1 five (5) days in any school year, provided such absence is recommended in writing by the principal and  
2 approved by the appropriate Chief Officer.

### 3 MILITARY LEAVE

4 A teacher shall be granted leave of absence for military service for whatever period may be required.  
5 Time spent on leave of absence because of military service shall not be counted as part of the  
6 probationary period.

7 Military leave for required service, not to exceed five (5) years or enlistment, shall be granted to any  
8 teacher in MNPS who may enter the armed services of the county.

9 Within ninety (90) days after the expiration of his/her term of service and subsequent separation from  
10 the armed services, the teacher shall notify the Director of Schools that he/she is ready to resume  
11 his/her duties as a teacher in MNPS. All time spent in the armed services during the leave of absence  
12 shall be credited to the teacher in salary placement and retirement benefits as if he/she had been on  
13 active duty as a teacher.

### 14 POLITICAL LEAVE

15 Leaves of absence for tenured teachers elected to legislative posts at the local, state or federal level may  
16 be arranged without pay, in the framework of the following roles:

17 a) Leave of absence shall be requested in writing.

18 b) Leave of absence may be arranged for less than a school semester.

19 c) School employees engaged in political activity shall make it clear that their political  
20 statements and actions are theirs individually and do not represent those of the school system.

### 21 RELIGIOUS LEAVE

22 A maximum of two (2) days absence without loss of pay shall be allowed for the observance of an  
23 established religious rite or ordinance within any one (1) school year provided that the teacher's failure  
24 to observe this rite or ordinance shall impede the practice of his/her religion and no reporting  
25 requirement interferes with the teacher's rights under the Establishment Clause of the First Amendment  
26 to the United States Constitution and/or Title 49, Chapter 6, Part 80 of the Tennessee Code Annotated.

### 27 SPECIAL LEAVE – PEACE CORPS OR OTHER GOVERNMENT APPROVED EDUCATIONAL 28 ACTIVITY

29 Special leave of absence shall be granted for one (1) year or two (2) years without pay to teachers  
30 volunteering and accepted for service in the Peace Corps or similar government approved educational  
31 activity. Teachers must have at least a "3" on their TEAM composite score to be eligible for this leave.  
32 The Director of Schools may grant employees special leave with pay and/or actual expenses to attend  
33 professional conferences, conventions, short school visits, or to visit other cities in the interest of the  
34 public schools upon the recommendations of the department head/principal. Such employees shall  
35 properly complete an expense allowance form as prescribed by the District.

### 36 VOTING LEAVE

37 All employees entitled to vote in national, state, or local elections shall, when necessary, be allowed  
38 sufficient time off with pay to exercise this right as determined by the District.

1 Employees are encouraged to vote before or after work hours when possible.

## 2 COURT APPEARANCE LEAVE

3 A teacher will be granted court leave with pay for the time required for court appearance only in the  
4 following circumstances:

- 5 a) When the Board subpoenas or otherwise requests the court appearance of the teacher.
- 6 b) When a teacher is subpoenaed in a lawsuit in which the Board is a party.
- 7 c) When a teacher is subpoenaed as a result of his/her role with the Board.
- 8 d) When a teacher is summoned as a juror for jury duty when written evidence of jury service is  
9 provided.
- 10 e) When a teacher is subpoenaed in a lawsuit in which the teacher is not a party and in which  
11 he/she has a job-related responsibility to testify as a witness.

12 Teacher will not be able to use court appearance leave with pay for any personal reasons (e.g. their own  
13 divorce, custody matters, criminal cases, personal or family disputes, and similar type matters).

14 Written evidence of required court appearance shall be filed with the timekeepers and submitted to the  
15 E-time and Compensation Services Department to receive court leave with pay. Any fees resulting from  
16 court service (not to exceed the employee daily rate of pay) shall be paid to the Board by those receiving  
17 leave pay.

## 18 LEAVE WITHOUT PAY

### 19 Educational Leave Without Pay

20 Certificated employees may request for a period not to exceed one (1) year, leave without pay for  
21 further education and professional development. This leave is subject to the approval of the Director of  
22 Schools. To qualify for this leave:

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

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

### 33 MNPS Charter School Employment

34 Teachers with five (5) years or more of service may apply for leave without pay for one (1) year, while  
35 working at an MNPS approved Charter School. The application will be forwarded to the Director of

1 Schools for consideration if the Chief Human Resources and Talent Division Officer has made a find that  
2 such absence shall not adversely affect the staffing or instructional programs of the school system. This  
3 leave shall in no way change a teacher’s status for reduction-in-force procedures. Teacher is only  
4 entitled to leave under this provision one-time in a rolling five (5) year period.

5 **Other Leave**

6 Teachers may apply for personal leave without pay for one (1) year. To qualify for this leave:

- 7 a) Teachers must have five years or more of service.
- 8 b) Teachers must apply no later than June 30 for leave during the next fiscal year beginning July  
9 1.

10 The application will be forwarded to the Director of Schools for consideration if the Chief of Human  
11 Resources and Talen Division has made a finding that such absence shall not adversely affect the staffing  
12 or instructional programs of the school system. This leave shall in no way change a teacher’s status for  
13 reduction-in-force procedures. Teacher is only entitled to leave under this provision one time in a  
14 rolling five (5) year period.

15 In the event of a serious family illness documented by medical records occurring after the school year  
16 begins, a teacher with five (5) years or more of service may request an unpaid leave. If granted, the  
17 leave must be taken for the remainder of the semester. The application for this one semester unit shall  
18 be forwarded to the Director of Schools for approval or rejection if the Assistant Superintendent for  
19 Human Resources approves the leave.

20

21 **VIII. PAYROLL DEDUCTIONS**

22 Whenever duly authorized by any teacher on the form or forms designated for such purposes and  
23 consistent with practices and policies of the MNPS Payroll Department, payroll deductions for  
24 membership dues of professional employee organizations (PEO) recognized in accordance with the  
25 Professional Employees Collaborative Conferencing Act shall be honored by MNPS. The PEO agrees to  
26 deliver necessary data in the approved format to the MNPS Payroll Department for upload at the start  
27 of each year no sooner than eight (8) days in advance of the first deduction of membership dues of the  
28 school year. Payroll deductions of membership dues for additional members may be initiated at any  
29 time, provided the payroll department receives notification of the deduction eight (8) days in advance of  
30 the first payroll check to be affected. Authorization for payroll deduction for other purposes may be  
31 added by mutual agreement. Employees may terminate payroll deductions after notifying the PEO in  
32 writing.

33 **SAFE HARBOR FOR SALARIED EXEMPT EMPLOYEES WITH IMPROPER DEDUCTIONS**  
34 **OVERPAYMENT FROM SALARIES**

35 *Deductions.* MNPS compensates certain exempt executive, administrative and professional employees  
36 on a guaranteed salary basis. Deductions from these salaries may only be made in full-day or half-day  
37 increments when the employee absents himself/herself for personal reasons, for sickness when his/her  
38 bona-fide sick leave plan has been exhausted, for disciplinary reasons or infractions of major safety or  
39 conduct rules, or in initial or terminal weeks. It is MNPS policy not to make any improper salary

1 deductions based on variations in quantity or quality of work done. Any salaried exempt employee who  
2 believes that an improper deduction was made from his/her salary may file a written complaint with  
3 Human Resources over such deduction. Human Resources will conduct an investigation into the  
4 deduction to determine if it was improper. If it is found that the deduction was improper, the amount  
5 of the deduction will be reimbursed to the employee as soon as possible and MNPS will ensure that such  
6 deduction is not made in the future from any exempt employee's salary.

7 *Overpayment.* Refer to the Fiscal Management Policy and Procedure.

8

## 9 IX. FINAL PROVISIONS

### 10 REOPENERS

11 The Collaborative Conferencing Team will allow the reopening of the Memorandum of Understanding  
12 (MOU) for up to 5 items from management and 5 items from teachers plus salary and other issues  
13 referred back from the Compensation Committee to be discussed for 2018-2019 and 2019-2020.

14

15

16

17

18

19

20

21

22

23

24

25

26

27