

## **INTERIM PROCEDURES**

### **Rights and Responsibilities**

#### **Reprimand and Grievance Conferences**

Reprimand and grievance conferences shall be conducted in private. An affected teacher shall, however, have the right to request the presence of one certificated employee representative or a representative of a recognized professional teacher organization, and when such a request is made, the conference shall not proceed until the representative is in attendance.

#### **Personnel Files and Information**

Each teacher has the right, upon request, to review the contents of his/her own personnel file. The review must be made in the presence of the Assistant Superintendent for Human Resources or a designee.

No material of derogatory nature will be placed in the permanent personnel file of a teacher without the teacher's prior knowledge of the content of the material and the date of placement in the file. Upon request by the teacher, a response may be attached to the material.

#### **Random Background Checks**

The District reserves the right to require any current employ to supply a fingerprint sample and submit to a complete criminal records check as set forth in the Criminal History Record Check policy, HR 5.111. The cost of creating the fingerprint sample will be borne by the District. Any employee who is required to supply a fingerprint sample and complete a criminal records check as provided in this section will be selected at random. The employee will be informed in writing that he/she has been randomly selected for this check by the Assistant Superintendent of Human Resources, or his/her designee, and the employee will be given a specific date by which to

supply a fingerprint sample. An employee's failure to comply with such a requirement may be considered insubordination.

### **Teacher Dress**

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

### **Faculty involvement in decision-making processes.**

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

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

### **Duty free lunch period**

All teachers shall be entitled to a duty-free lunch period of at least thirty (30) minutes except in emergency situations.

**Planning time for teachers.**

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

### **Academic Coaches**

Academic coaches shall assist new and experienced teachers with instructional strategies. Academic coaches must document their support for each teacher.

### **Cost of Loss or Damage to Personal Property Resulting from Assault**

Upon submission to the Assistant Superintendent of Human Resources of adequate proof of the existence of, and damage to personal property of a teacher as a result of an assault while the teacher is on duty on school property, the Board shall reimburse said teacher for such damage or destruction, at replacement cost not to exceed fifteen hundred dollars (\$1,500) adjusted for inflation since July 2010. A teacher's term of duty is determined by the exact arrival and departure for assigned responsibilities. The report must be submitted within forty (40) school days of the date of the damage.

### **Vehicular Damage**

Each year, the Board agrees to contribute one dollar and fifty cents (\$1.50) per certificated employee to reimburse a teacher on assigned duty whose vehicle, parked at the site of his/her assigned responsibility, is damaged without fault of the teacher as a result of malicious acts related to professional responsibilities, provided the following stipulations are applicable:

1. No reimbursement shall be made for loss or damage resulting from collision, and no loss reimbursed for theft or damage resulting from theft, except that theft of such parts of a vehicle as are essential to its functioning may be considered.
2. Any uninsured loss which qualifies under the plan for reimbursement shall be covered up to an amount of \$250.00. On a funds available basis, losses above \$250.00 will be reimbursed.
3. Any funds that remain available in a fiscal year from this allocation, after #1 and #2 have been paid, may be used to reimburse for damage to the paint or finish of a vehicle, based on criteria established by the joint committee.

A joint committee appointed by the Director of Schools shall administer the fund. Claims shall be filed within fifteen (15) days of the loss unless there are extenuating circumstances which would have prevented making a report. The committee shall meet to process the claims within two weeks after the closing of school. Available funds shall be distributed proportionately to the loss prior to the end of the fiscal year.

### **Teacher Attendance at Athletic Events**

All teachers shall be admitted without charge to regular season athletic contests involving their schools, both home and away. During tournament play, faculty at the tournament site shall be provided a ticket of admission for that particular session.

### **Grievance Procedure**

(a) Definition of Grievance: A teacher claim that there has been violation, misinterpretation or misapplication of MNPS policy. Reprimands are not grievable. The fact that a teacher has been placed on a plan of assistance is not grievable.

(b) General Policies

1. Testimony during proceedings is "confidential" and does not become part of the individual's personnel record on file at the Board.

2. Generally, grievance conferences will be scheduled for times that do not interfere with the teacher's assigned duties. When grievance conferences are scheduled to occur during regularly assigned working hours, the involved teachers shall be released from duties without reduction in salary.

Informal Procedure:

If a teacher feels that he/she has a grievance, he/she shall first discuss the matter with his/her principal or other appropriate administrator, in an effort to resolve the problem informally. The parties shall seek to adjust the difficulty at the point of origin by obtaining advice from any appropriate division of the Central Office. If the problem is not resolved informally, then the teacher may declare that a grievance exists and the formal procedure invoked.

Formal Procedure:

*(1) Level One:*

(a) 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 other appropriate administrator. A written grievance shall contain the following information: Name and position of grievant; a statement of the grievance and the facts involved, including relevant dates; a reference to the applicable provisions of MNPS policy; the corrective action requested; signature of the grievant.

(b) At the time of filing the Level 1 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 five (5) school days following the receipt of the grievance.

(c) The principal, or other appropriate administrator, within ten (10) school days after the receipt of the grievance or the grievance conference (if one is requested) shall render a written decision to the grievant.

*(2) Level Two:*

(a) If the grievant wishes to appeal the decision at Level One, the grievant may appeal in writing to the Assistant Superintendent of Human Resources within five (5) school days after the decision at Level One.

(b) At the time of filing the Level 2 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 five (5) school days following the receipt of the grievance.

(c) The Assistant Superintendent of Human Resources or his/her designee, within ten (10) school days after the receipt of the grievance or the conference (if one is requested) shall render a written decision to the grievant.

(3) *Level Three:*

(a) If the grievant wishes to appeal the decision at Level Two, the grievant may appeal in writing to the Director of Schools within five (5) school days after the decision at Level Two.

(b) At the time of filing the Level 2 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 five (5) school days following the receipt of the grievance.

(c) Within ten (10) school 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.

Miscellaneous

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

6. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.
7. When a grievance involves more than one teacher, the group of teachers, may submit a collective grievance at the appropriate level.
8. The grievant may be accompanied by one certificated employee or a representative of a recognized professional teacher organization at any stage of the grievance.

## **Transfers, Staff Reduction, Recall**

### **Transfers and Assignments**

All transfer decisions shall be made in the best interests of students or as necessary for the efficient operation of the schools within the district. No single criterion shall be used as the basis of any transfer decision. The certificated employees' most recent evaluations, as adopted by the state board of education, shall be a primary factor in the director's decision to transfer a teacher. Individual student performance on relevant assessments shall be a factor in determining appropriate transfer decisions. Every effort will be made to transfer a certificated employee to a school only if the principal interviews the teacher and consents to the transfer; however, it may be necessary in some situations to assign a certificated employee without the principal's consent.

### **Teacher Initiated Transfers**

Not later than April 1, the Assistant Superintendent of Human Resources shall have current on the website a list of the known vacancies by location and certification for the ensuing school year. Such a list shall include known vacancies in positions of administration, counselors, teachers of exceptional children, other special teaching areas, as well as regular teaching assignments.

Any teacher receiving Board-paid training in Paideia, Montessori, or International Baccalaureate (IB) methods, must remain in said program for three (3) years before applying for a voluntary transfer. This transfer limitation only applies to those teachers voluntarily transferred in a Paideia, Montessori, or IB program after July 1, 2005. Exceptions may be made for extenuating circumstances as approved by the Assistant Superintendent of Human Resources. Teachers who desire a transfer shall complete the appropriate on-line forms as published by the Human Resources Department and submit them electronically by the last teacher workday of the school year. Transfer requests may include, but not be limited to, the posted vacancies. Teachers and administrators who are to be transferred shall be notified in writing as soon as practicable and,

under normal circumstances, not later than July 1 of each year. Any teacher offered a transfer after July 1 must receive the permission of his/her current principal before accepting the offer.

### **Reductions in Force**

The certificated employees' most recent evaluations, as adopted by the state board of education, shall be a primary factor in the director's dismissal of such employees due to reductions in force. Seniority shall not be a determining factor in the dismissal of certificated employees dismissed due to reductions in force and shall be considered only if factors pertinent to the teachers' performance evaluations are equal. When certificated employees are dismissed due to a reduction in force, the director shall take into consideration the principal's recommendations relative to his or her evaluation of the teacher's performance and ability to improve student achievement.

### **Recall**

The certificated employees' most recent evaluations, as adopted by the state board of education, shall be a primary factor in the director's placement of a teacher affected by a reduction in force. Nothing shall prohibit the director from filling a vacancy with a certificated employee not included on the preferred list for reemployment provided the director has considered teachers on the preferred list pursuant to state law and found the employment of such teachers to be contrary to the best interests of the students in the school where the vacancy exists. A teacher may be recalled to a vacant position within a school only if the principal interviews the teacher and consents to hire.

## **Leaves, Vacation, Other Absences**

### **Vacation**

#### *Ten-Month Certificated Employees*

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

#### *Twelve-Month Certificated Employees*

Certificated employees on a twelve (12) month contract earn one and two-thirds (1 2/3) per month of service, to a total of twenty (20) days per fiscal year. This vacation may be taken as approved by the employee's supervisor. These days are cumulative, but no more than (50) days may be carried over to the following year.

### **Reporting of Absences**

When a teacher is unable to be in school, he/she can report the absence through the **Smart Find** system 24 hours a day. The absence shall be reported directly into the system by calling 271-1742 or using the district web address unless otherwise instructed by the local building administrator. *Smart Find address: <https://mnpssems.mnps.org/logOnInitAction.do>*

### **Code 10 Day for Exceptional Education Teachers**

The Board will provide one (1) Code 10 Leave Day per semester to each exceptional education teacher who has an active Individualized Education Program (IEP) caseload. Each Code 10 day shall be used for the purpose of preparing and implementing IEP's.

## **Types of Leave**

### **Return from Leave**

Teachers taking leave 12 months or less shall return to the same position. If the leave exceeds 12 months, the teacher shall be placed in the same or comparable position.

Unless the position held by the teacher prior to leave has been altered by Board action, comparable shall be defined as (1) At a salary level specified for the position had the teacher retained it; (2) No change in length of contract.

### **Accrued Benefits upon Returning from Leave**

Upon returning from approved leave, the Board shall grant all benefits to which a teacher was entitled at the time of his/her approved leave of absence, provided he/she returns under the conditions stipulated in the leave grant and provided such benefits are still provided by the Board.

### **Sick Leave**

Definition. "Sick Leave" shall mean leave of absence from post of duty one-half (1/2) day or more because of illness of a teacher due to natural causes or accident, or illness or death of a member of the immediate family is defined to include wife, husband, domestic partner, parents, parents-in-law, children, children-in-law, grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law and also any other person living in the home of the teacher as a member of the family.

Allocation. Sick leave for teachers shall be granted with full pay at the rate of one (1) day for each month a teacher has been on the payroll not to exceed twelve (12) days per year, and shall

be cumulative throughout his/her employment. For the purposes of allocation of sick leave, the Presidency of the Association shall be considered a post of duty.

When a teacher reports for duty, sick leave allowed for a year shall be available immediately except that whatever portion is used shall be charged to his/her annual sick leave.

Uncompensated Sick Leave. Any permanent teacher whose personal illness (or illness of member of the immediate family is defined to include wife, husband, domestic partner, parents, parents-in-law, children, children-in-law, grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law and also any other person living in the home of the teacher as a member of the family) shall have exceeded his/her accumulative sick leave, but whose illness does not justify retirement, shall retain his/her permanent status, provided that at thirty-day intervals such illness shall be attested to by the attending physician and approved by the Director of Schools.

Reinstatement of Sick Leave. The Board shall grant to any teacher employed or re-employed from any Tennessee school system, sick leave which the teacher had accumulated during previous employment in that system as provided in Tennessee Code Annotated 49-5-710.

Certification of Illness. A physician's statement shall be filed with the Human Resources at the end of each period of illness if said period is of six (6) or more consecutive school days duration. The Assistant Superintendent for Human Resources may require a physician's statement for any number of days under six (6). Should the absence period for personal illness extend for twenty (20) or more consecutive school days, the teacher is required, before returning to his/her duty, to file with the Assistant Superintendent of Human Resources a statement from a physician, or other designated person, certifying that he/she is able to resume his/her duties.

Quarantine. Quarantine within the home of the teacher by legally constituted authority, provided the teacher cannot take up residence elsewhere, shall constitute grounds for absence from school without loss of pay and without loss of leave time allowed for any other purpose.

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

### **Sick Leave Bank**

MNPS has established a Sick Leave Bank as provided in TCA 49-5-801. Information regarding the Bank will be distributed through Human Resources – Department of Employee Benefits.

### **Family Medical Leave (FMLA)**

See Board Policy HR5.155 ( HYPERLINK "<http://www.policy.mnps.org/AssetFactory.aspx?did=57077>" <http://www.policy.mnps.org/AssetFactory.aspx?did=57077>).

### **Injury on Duty (IOD)**

A teacher who is temporarily absent from school and temporarily unable to perform his/her duties as a result of personal injury incurred in the scope and course of his/her employment and not the result of his/her own negligence, shall be paid his/her full salary for the period of such absence provided the injury is reported to the principal within twenty-four (24) hours.

The principal shall report the injury to the Assistant Superintendent for Human Resources. The total amount so paid shall not exceed the full pay such employee would have received for such

period at his/her regular rate of pay. Personal insurance money received by the individual teacher shall not be affected under the terms of this policy.

The teacher shall make a written report to the principal describing the circumstances of the injury as soon as possible and no later than ten (10) days after said injury. The principal shall forward a copy of the report to the Assistant Superintendent for Human Resources.

The absence shall extend for such time as the teacher is unable to perform his/her duties, not to exceed one year from the date of the first absence due to the injury. A teacher can use his/her accumulated sick leave or unpaid leave upon the expiration of IOD leave. All absences shall be verified by a statement from the attending physician. The Board shall have the right to have the teacher examined by a physician approved by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties.

Said absences shall not be charged against a teacher's accumulated sick leave provided the aforementioned conditions of this leave are met.

*Description of IOD procedures:*

Our third party administrator is Alternative Service Concepts (ASC). The MNPS adjusters at ASC are Brandi Easley (360-0255) or Christina Ledsinger (360-1347). They are responsible for approving all medical care as well as the payment of all medical bills and reimbursements.

**Report the injury** to your supervisor within 24 hours and both of you complete the Occupational Injury/Illness Form (Form 100). See IOD procedures on the back of Form 100. Fax all claims to the report line at 615-515-4838. If a form is not available the supervisor may call in the claim at 360-0255 during daytime hours only. (DO NOT do both)

Note: Send the original by school mail to Brandi Easley at ASC, Route 6. DO NOT take the Occupational Injury/Illness form (Form 100) to the doctor or hospital.

**MNPS Insured-** Choose a doctor from the CIGNA directory (paid 100%). Website listed on bottom page of IOD Fact Sheet.

**MNPS Non Insured**- Must go through the IOD Panel Network (paid 100%). Call Brandi Easley to get the name of a doctor. All substitute or part-time certificated employees are uninsured; therefore, they must receive all care through this Panel network.

**NOTE Insured/Non Insured Employee:**

\* It is illegal to use a spouse's insurance plan to cover an injury on duty.

\* A referral from your PCP and approval from Alternative Service Concepts is required prior to any chiropractic care.

**Medical Reports** - Employees must take a blank Form 201 to each doctor visit. The completed Form 201 from each doctor visit will be faxed to ASC and they will forward a copy to the office of Workplace Safety. The employee is responsible for providing a copy to their supervisor immediately after each visit. All medical information must be submitted to the Workplace Safety office before a determination can be made on a claim. Information required includes diagnosis, test results and work status notes from each IOD treating physician including hospital emergency release papers.

**Restricted Duty** - All restrictions to work duty must be taken to and discussed with the supervisor immediately after each doctor visit. The supervisor will determine whether the restrictions can be accommodated. If the restrictions cannot be accommodated the employee is to return home until the restrictions are lifted. Notify the Workplace Safety office if the restrictions cannot be accommodated. If the restrictions can be accommodated the employee must return to work.

**Reoccurrence of Injury** - Employee must get pre-approval from Brandi Easley at Alternative Service Concepts before seeking additional medical attention. This includes any injuries prior to August 2007.

**Denial of Claim** – The employee will receive a letter from the office of Workplace Safety stating the reason for denial. You may file a written appeal of this decision within ten (10) working days to the Executive Director of Employee Relations, 2601 Bransford Avenue, Nashville, TN 37204.

**Payroll** - IOD days will be coded up front by the school/department. Sick days are not to be used unless the claim is denied or if the employee does not provide work status notes to the Supervisor/Timekeeper immediately after each medical appointment.

**CODES for IOD Payroll**

**Code 872      Off work**

**Code 835      Returned to work but have job restrictions** (Must be marked on the timesheet every day that an employee has restricted duty until a doctor's note returns the employee to full duty) DO NOT code restricted days as regular duty. If restrictions cannot be accommodated the employee is to remain off work (code 872) and the supervisor must report this to the Workplace Safety office at 259-8411 or e-mail to HYPERLINK "<mailto:nancy.apple@mnps.org>" [nancy.apple@mnps.org](mailto:nancy.apple@mnps.org).

**NOTE:** Employees are not allowed a full day off work for a doctor or physical therapy appointment. The employee may schedule an early appointment and report to work late or schedule a late appointment and leave work early.

**Medical Bills** - Please notify the medical facility to submit all charges to Alternative Service Concepts, PO Box 291587, Nashville, TN. 37229-1587. (This information is also on your YELLOW Treatment Authorization Card that should be given to you by your supervisor at the time of your injury). If you receive a medical bill immediately forward the bill through school mail to Brandi Easley, ASC, Route 6.

**Out-of-pocket expenses** - Attach any receipts for out-of-pocket expenses to Form 501 and submit to Alternative Service Concepts for reimbursement. (Address is on the form) All receipts must be stamped with the doctor's name and address and specify what the payment is for (i.e., co-pay for office visit, physical therapy etc.). All prescription receipts must be the original receipt that contains the doctor's name, name of the medication, date of prescription and the amount paid. (Not the cash register receipt).

Human Resources does not maintain an inventory of forms. All forms can be found on the internet and the employee portal under HR forms. **Please read the additional instructions on the back of the Occupational Injury/Illness Form (Form 100).**

### **Bereavement Leave**

When death occurs in the immediate family, teachers shall be allowed a maximum of four (4) days Bereavement Leave without loss of pay. If more days for bereavement purposes are needed, they shall be taken from accumulated sick days. Bereavement Leave is not cumulative. \

For the purpose of this item, immediate family is defined to include wife, husband, domestic partner, parents, parents-in-law, children, children-in-law, grandchildren, brother, sister, grandparents, brother-in-law, sister-in-law and also any other person living in the home of the teacher as a member of the family at the time of death.

Death of any relative not a member of the immediate family as previously defined above shall entitle the teacher to one (1) day's absence chargeable to bereavement leave. Where travel distance is a factor, two (2) days of an employee's sick leave may be designated for the death of an aunt, uncle, niece or nephew.

### **Personal Leave**

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

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

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

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

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

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

No more than one (1) professional staff member or five percent (5%) of the teaching staff of an administrative unit, whichever is greater, may take Personal Leave at one time. If the number requesting leave exceeds five percent (5%), but the granting of such leave will not interfere with the school's program, the teacher shall have the right to take the leave within the provisions of this policy.

Application for Personal Leave shall be made with the principal at least two (2) days in advance, except in cases of emergency.

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

### **Professional Leave**

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

Absence for professional reasons other than those specified above (for visiting schools, attending educational conventions or other similar purposes) shall be allowed without loss of pay to the extent of five (5) days in any school year, provided such absence is recommended in writing by the principal and approved by the appropriate Assistant Superintendent.

### **Military Leave**

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

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

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

### **Political Leave**

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

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

### **Religious Rite or Ordinance**

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

### **Special Leave – Peace Corps or Other Government Approved Educational Activity**

Special leave of absence shall be granted for one (1) year or two (2) years without pay to teachers volunteering and accepted for service in the [Peace Corps](#) or similar government approved educational activity. This leave (provision) shall include non-tenured teachers, with satisfactory evaluations.

## **Court Appearance Leave**

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

- 1) When the Board subpoenas or otherwise requests the court appearance of the teacher.
- 2) When a teacher is subpoenaed in a lawsuit in which the Board is a party.
- 3) When a teacher is subpoenaed as a result of his/her role with the Board.
- 4) When a teacher is summoned as a juror for jury duty when written evidence of jury service is provided.
- 5) When a teacher is subpoenaed in a lawsuit in which the teacher is not a party and in which he/she has a civic responsibility to testify as a witness.

Teachers will not be able to use court appearance leave with pay for purposes other than as listed above. (e.g. divorce, custody matters, criminal cases, personal or family disputes, and similar type matters).

Written evidence of required court appearance shall be filed with the Payroll Department in order to receive court leave with pay. Any fees resulting from court service (not to exceed the employee daily rate of pay) shall be paid to the Board by those receiving leave pay.

## **Leave Without Pay**

- 1 Educational. Certificated employees may request, for a period not to exceed one (1) year, leave without pay for further education and professional development subject to the approval of the Director of Schools. Other full time employment is not permissible under this position.

2. Other. Certificated employees with five (5) years or more of service may apply for a personal leave without pay for one (1) year. Application shall be made before August 1 except in the event of serious family illness verified by the family member's physician.

The application will be forwarded to the Director of Schools for consideration if the Assistant Superintendent for Human Resources has made a finding that such absence shall not adversely affect the staffing or instructional programs of the school system. This leave shall in no way change a teacher's status for reduction-in-force procedures. An employee is only entitled to leave under this provision one time in a rolling five (5) year period.

## **Compensation**

### **Teacher Salary Credit**

Teacher salaries are determined by a combination of training and experience. In order for experience to be credited, it must be verified and accepted by the Tennessee Department of Education.

*Tennessee State Board of Education Rules and Regulations: 0520-01-02-.02 SALARY SCHEDULES.*

(a) Kinds of Recognized Experience.

1. Verified administrative, supervisory and teaching experience in public schools or in private schools approved by recognized accrediting agencies or approved by the Tennessee Department of Education or any Pre-K program funded by the Tennessee Department of Education.
2. Experience as a professional employee of the Office of Education Accountability, the State Board of Education or the State Department of Education;

3. Higher education teaching experience in an institution approved by a regional accrediting association;
4. U.S. Government service teaching programs;
5. Teacher exchange programs;
6. Experience as president of the Tennessee Education Association; and
7. Active military service in the armed forces of the United States shall be recognized. Military service in the Reserve or in the National Guard, other than active duty, shall not be counted.
8. Verified experience as a licensed/certificated speech-language pathologist or audiologist in settings other than public or private schools may be counted for salary purposes on the system-wide salary schedule if approved by the local director of schools. *(This has been approved for salary credit in MNPS.)*\_

(b) The burden of proof of experience rests with the individual teacher.

## **Administrative Salaries**

### **Administrative Slotting Procedure**

For the purpose of this section, term “Director” shall include “Lead Principal and Executive Director.”

For the purpose of section, the term “slotted” means movement on the salary schedule to salary closest to, but not less than, the current salary. However, no movement shall result in a salary greater than the maximum for the scheduled salary for the position. When the change is from 11 (eleven) months to 12 (twelve) months, the slotting will be based on the daily rate. Administrators hired into MNPS with verified experience in other school systems will receive year for year credit for equivalent service to determine salary.

An administrative license issued by the Tennessee State Department of Education or its equivalent as designated in the State Board of Education Rules is required in order to be placed on the Administrative Salary Schedule.

<u>Position Change</u>	<u>Salary Change</u>
Principal to Director	Slotted+1
Principal to Principal	Lateral
Principal to Asst. Principal	Slotted
Principal to Coordinator	Slotted
Asst. Principal to Director	Slotted+1
Asst. Principal to Principal	Slotted+1
Asst. Principal to Asst. Principal	
HS to Middle	Slotted**
HS to Elementary	Slotted**
Middle to HS	Lateral
Middle to Elementary	Slotted
Elementary to Middle	Lateral
Elementary to HS	Lateral
Asst. Principal to Coordinator	Lateral
Director to Director	Lateral
Director to Principal	Lateral
Director to Asst. Principal	Slotted
Director to Coordinator	Slotted
Coordinator to Director	Slotted +1

Coordinator to Principal	Slotted +1
Coordinator to Asst. Principal	Lateral
Coordinator to Coordinator	Lateral

**Non-Traditional/Specialty Schools**

The principals and assistant principals of non-traditional or specialty schools will be paid at the middle school rate on administrative salary schedule.

The following schools are designated as “non-traditional” or “specialty schools”:

- Middle College
- Big Picture School
- Academy at Old Cockrill
- Academy at Opry Mills
- Cohn Adult High School/ALC
- Jere Baxter ALC
- McCann ALC
- Johnson School
- Murrell School
- Cora Howe Exceptional Education
- Harris Hillman Exceptional Education

**Salary Supplements.**

An annual supplement is paid to coaches/sponsors as follows:

Athletic Business Manager, Varsity .....	9%
Athletic Business Manager, Varsity--No Football.....	7%
Athletic Business Manager, Middle.....	4%
Athletic Business Manager, Middle--No Football .....	2%
Band Director, Varsity .....	12%

Band Director, Varsity Assistant.....	7%
Basketball Coach, Varsity Head.....	12%
Basketball Coach, Varsity Assistant.....	9%
Basketball Coach, 9th Grade.....	9%
Basketball Coach, Middle School.....	9%
Baseball Coach, Varsity.....	9%
Baseball Coach, Varsity Assistant.....	6%
Bowling Coach, Varsity (1 squad).....	5%
Bowling Coach, Varsity (2 squads).....	7.5%
Choral Music Sponsor, High School.....	5%
Cheerleader Sponsor, Varsity Football and Basketball.....	8%
Cheerleader Sponsor, Varsity Football or Basketball.....	4%
Cheerleader Sponsor, 9th Grade Football or Basketball.....	3%
Cheerleader Sponsor, 9th Grade Football and Basketball.....	6%
Cheerleader Sponsor, High School Wrestling.....	3%
Cheerleader Sponsor, Middle School Football and Basketball.....	6%
Cheerleader Sponsor, Middle School Football or Basketball.....	3%
Cheerleader Sponsor, Middle School Wrestling.....	1.5%
Cross Country Coach, Varsity.....	5%
Cross Country Coach, Varsity (2 teams).....	7.5%
Drama Sponsor, High School (2 productions minimum).....	5%

Football Coach, Varsity Head.....	12%
Football Coach, Varsity Assistant.....	9%
Football Coach, 9th Grade.....	9%
Football Coach, 9th Grade Assistant.....	6%
Football Coach, Middle School.....	9%
Football Coach, Middle School Assistant.....	6%
Forensic Sponsor, High School.....	5%
Golf Coach, Varsity (1 squad).....	5%
Golf Coach, Varsity (2 squads).....	7 ½
Interhigh Sponsor, High School (1 Districtwide).....	2%
Newspaper Sponsor, High School.....	5%
Newspaper Sponsors, Middle School.....	2.5%
Soccer Coach, Varsity.....	9%
Soccer Coach, Varsity Assistant.....	6%
Soccer Coach, Middle School.....	6%
Softball Coach, Varsity.....	9%
Softball Coach, Varsity Assistant.....	6%
Student Council Sponsor, High School.....	3%
Student Council Sponsor, Middle School.....	1.5%
Tennis Coach, Varsity (1 squad).....	5%
Tennis Coach, Varsity (2 squads).....	7.5%

Track Coach, Varsity.....	9%
Track Coach, Varsity Assistant.....	6%
Track Coach, 9th Grade.....	6%
Track Coach, Middle School.....	6%
Volleyball Coach, Varsity.....	9%
Volleyball Coach, Varsity Assistant.....	3.5%
Volleyball Coach, 9th Grade.....	6%
Volleyball Coach, Middle School.....	6%
Wrestling Coach, Varsity.....	10%
Wrestling Coach, Varsity Assistant.....	7.5%
Wrestling, 9th Grade.....	7.5%
Wrestling, Middle School.....	7.5%
Yearbook Sponsor, High School.....	5%
Yearbook Sponsors, Middle School.....	3%
Yearbook Sponsors, Elementary School.....	1.5%

*All percentages are computed on the individual's base pay. No coach/sponsor shall be paid a supplement greater than 22% of his/her base salary.*

### **Differentiated pay**

#### **(1) Algebra I Teachers.**

The Tennessee Board of Education has passed a new Employment Standard, which provides a path to teach Algebra I in grades 9-12 for any teacher holding any endorsement that

includes grade 8 in its grade span (K-8, 4-8, K-12, 7-12, etc.) provided they complete a five-day, state-sponsored training session and pass the Praxis exam required by the Tennessee Department of Education.

In addition, for the 2011-2012 school year, any newly assigned teacher who meets the above qualifications and who teaches Algebra I at least 50% of the day in a high priority school in grades 7-9 shall receive a \$4,000 salary supplement.

**(2) Middle School Math Teachers**

The Tennessee Board of Education has passed a new Employment Standard which provides a path to become highly qualified in mathematics for grades 7-8 for any teacher holding a K-8, 1-8, 4-8, or 1-9 endorsement and passes the Praxis exam required for highly qualified status by the Tennessee Department of Education.

For the 2011-2012 school year, any newly assigned teacher who meets the above qualifications and who teaches math at least 50% of the day in a high priority school in grades 7-8 shall receive a \$4,000 salary supplement.

**(3) Math Teachers**

For the 2011-2012 school year, the district agrees to pay a one-time \$4,000 supplement to all newly hired and/or newly assigned teachers who are certified and highly qualified in 7-12 math and who teach math at least 50% of the day in a high priority school in grades 7-12.

**(4) ELL Teachers**

For the 2011-2012 school year, the district agrees to pay a one-time \$4,000 supplement to all newly hired and/or newly assigned teachers who are certified and highly qualified teachers in ELL K-12, and who are assigned to teach that subject at least 50% of the day in a high priority school in grades K-12.

**(5) Exceptional Education Teachers**

For the 2011-2012 school year, the district agrees to pay a one-time supplement of \$4,000 to newly hired and newly assigned fully certified special education teachers who meet the highly

qualified requirements for the grade level and special education program assigned and who are assigned to a high priority school.

**(6) Special Considerations for Sections 1-5.**

In order to be eligible for the supplements described above all the following conditions must be met:

- (a) The teacher must teach the applicable subject at least 50% of the day;
- (b) The teacher must work a minimum of 80 school days;
- (c) All supplements will be paid in two payments – one at the close of the first semester and one at the close of the second semester;

A teacher is eligible for only one of the differentiated subject area pay supplements per year. The 5% supplement for the staff at the schools referenced in Section 7 will be paid in addition to any subject area supplement.

If the teacher retires or resigns before the close of the school year the supplement will be prorated for days actually worked.

No supplement will be paid for the duration of time the teacher is on unpaid leave.

**(7)** For the 2011-2012 school year, the district agrees to pay new or newly assigned certificated personnel at Napier Elementary, Shwab Elementary, Robert Churchwell Elementary, and John Early Middle a one-time pay supplement equivalent to 5% of their annual salary.

Only regular, full-time employees of MNPS and qualifying interim employees shall be included in the award program described above. Contracted employees, including re-employed retirees, shall not be eligible for the awards described above. All teachers working less than full time will receive a pro-rata share for the bonus based upon the number of days or hours worked per week.

**(8)** For the 2011-2012 school year, the district agrees to offer ten (10) days of in-service to the teachers and administrators at Buena Vista Elementary, Cockrill Elementary, Park Avenue Elementary, McKissack Middle, and Pearl Cohn High School. This in-service will be

offered on days other than regularly scheduled work days and will be developed in accordance with the SIP. Teachers from the above schools will be paid their daily rate of pay for each day of attendance.

This in-service will be offered outside the regularly scheduled workdays in half day (3 ¼ hours) or full day (6 ½ hours) sessions.

### **National Board Certification**

The district agrees to pay up to \$2,000 toward the National Board of Professional Teaching Standards (“NBPTS”) application fee for each teacher seeking National Board Certification. District funding for the fee will not be dependent upon the achievement of National Board Certification; however, if the teacher does not complete the process, the District will receive the refund from NBPTS of fees paid by the District. The teacher must apply to the State Department of Education for the federal grant program for National Board Certification. Funds paid on the teacher’s behalf through the federal grant program shall reduce the MNPS obligation toward payment of the NBPTS application fee.

The district further agrees that teachers may use their five existing professional days for portfolio preparation for NBPTS Certification. Once certification is achieved, the teacher will receive a \$4,000 per year supplement for the life of the certificate so long as the teacher remains employed fulltime within the area of the NBPTS certificate or the teacher is assigned as an academic coach. Additionally, the teacher must remain in MNPS for a minimum of three years. An individual who leaves earlier than three years will reimburse the district on a pro-rata basis for the fees paid by MNPS for gaining certification.

### **Certified School Psychologist**

The district agrees to pay \$4,000 per year to any school psychologist who has a current license as a Certified School Psychologist (NCSP) so long as he/she remains employed full-time as a school psychologist.

### **Exception Pay**

The exception rate of pay shall be \$25 per hour and shall apply to teachers working beyond the regular work day during the academic calendar for specified and approved activities which help support school improvement plans and for all summer school/extended learning assignments. All salary schedule increases will also apply to the **exception pay rate**.

Teachers participating in grants may receive additional pay prorated at their daily rate in accordance with the grant award.

### **Payment for Voluntary Workshops and Training Activities**

See Policy HR 5.164, Professional Development ( HYPERLINK "<http://www.policy.mnps.org/AssetFactory.aspx?did=53469>" <http://www.policy.mnps.org/AssetFactory.aspx?did=53469>).

### **Pay for Exchanged Professional Development Day**

A certificated employee shall be compensated at his/her daily rate for pay for one (1) day of professional development in exchange for three (3) professional leave days. Such professional development shall be specified within the School Improvement Plan and approved by the employee's direct supervisor. Such professional development shall be completed outside the regularly scheduled workday. Payment shall be made in half-day (3 ¼ hours) or full-day (6 ½ hours) increment.

### **Teachers Covering a Class for Another Teacher**

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

### **Reimbursement for Teaching Supplies**

Funds allocated to teachers through the Basic Education Program (“BEP”) will be spent for instructional supplies as provided in Tenn. Code Ann. 49-3-359(a) (\$100 to each classroom teacher to be spent at the teacher’s discretion, and an additional \$100 per classroom teacher shall be pooled with all teachers in a school and spent as determined by a committee of teachers. The district agrees to provide an equal amount of these funds to each itinerant classroom teacher, librarian and guidance counselor.

In addition, the district agrees to reimburse each regular and special education classroom teacher, librarian, guidance counselor, and itinerant classroom teacher in the operating budget an additional \$100 for purchase of instructional materials and supplies. New classroom teachers to the district with three (3) years or less teaching experience shall be reimbursed an additional \$200 for the purchase of instructional materials and supplies.

### **Optional Instructional Preparation Pay**

The Board agrees to provide \$100 in recognition of extra work and preparation for those certificated regular and special education classroom teachers, librarians, guidance counselors, and itinerant classroom teachers who are not on the administrative pay scale and elect to prepare classrooms or work areas prior to the start of the school year. Verification by the principal or supervisor that preparation has been completed is required.

### **Terminal Pay at Retirement**

1. Certificated employees who die while in service or retire under any of the Board-approved retirement plans shall be paid for accrued sick leave at the rate of fifty dollars (\$50) per day for the number of days for which they qualify under the following schedule:

<b>Years of Service in the MNPS</b>	<b>Percent of Accrued Days to be Paid</b>
20 years or more or age 60	100%
19 years or age 59	75%
18 years or age 58	65%
17 years or age 57	55%
16 years or age 56	45%
15 years or age 55	35%

2. For employees, hired after July 1, 2007, the following provision applies for days earned outside of MNPS. Sick Leave days used as an MNPS employee shall be used on a first-in-first-out basis (i.e., days brought to MNPS shall be used before earned in MNPS).
3. Certificated employees who die while in service or retire under any of the Board-approved retirement plans shall be paid for accrued sick leave at the rate of thirty (\$30) per day for the remaining number of days brought from another system. These days will not be prorated based on years of service or age. In order to be paid for sick leave earned outside of MNPS, a teacher must have been employed by MNPS a minimum of five (5) years.
4. Certificated employees who notify the Human Resources Department no later than January 15 of their plans to retire upon the completion of their current fiscal year assignment, will receive payment for sick leave at the rate of fifty dollars (\$50) per day for the first 50 days accrued, seventy-five dollars (\$75) per day for days 51-100, and one hundred dollars (\$100) per day for accrued days beyond 100. This payment is subject to the years of service and percentages listed on the schedule above. Sick days brought in from another system will count toward

accrued time. However, only days earned while in the service of MNPS will be paid at a rate higher than thirty (\$30) per day.

5. Eligibility for employees who die while in service shall have local experience calculated as follows:

- Not more than ten (10) months of experience may be counted during any one fiscal year.
- The total number of months computed shall then be divided by ten (10). Should there remain a fraction of five (5) or more months (100 days), such fraction shall be counted as a full year's teaching experience.
- The rate and number of days for which they qualify shall be determined in accordance with the language above.

Teachers who notify the Human Resources Department no later than March 15 of their plans to retire upon the completion of their current fiscal year assignment shall receive a five-hundred-dollar (\$500) early notification incentive.

### **Teacher Workday, Calendar Committee, Conference Days**

#### **Length of Teacher Workday**

All teachers shall be present at their respective schools a minimum of seven and one-half (7 ½) hours each student school day plus such time as may be needed for administrative duties, such as faculty meetings and emergency situations as determined by the principal. The length of days when students are not present is six and one-half (6 1/2) hours. No teacher shall be required to attend a vendor presentation not directly related to school matters.

#### **Conference Day Schedule**

An alternate Conference Day schedule may be established by each school. Principals will consult with members of the faculty to arrive at mutually agreeable alternate dates and times for parent conferences. The alternate days must take place within the same payroll period as the

Board scheduled date for Conferences. All faculty are required to be present on the alternate days and times so that parents may meet with all of the appropriate personnel without having to make multiple trips to school. Individually planned teacher schedules will not be accepted. In the event the faculty and the principal do not agree on an alternate schedule, the conference will be held on the date designated on the board-approved calendar.

The alternate Conference Day schedule must be submitted to the appropriate district level administrator no later than the **last school day in August**. If no plan is submitted by that date, the school shall hold the conferences on the date on the board designated approved calendar.

### **Calendar Committee**

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