



### **AMENDED AGENDA**

METROPOLITAN BOARD OF PUBLIC EDUCATION

2601 Bransford Avenue, Nashville, TN 37204

Regular Meeting – February 13, 2018 – 5:00 p.m.

**Anna Shepherd, Chair**

#### TIME

- I. CONVENE and ACTION
  - 5:00 A. Establish Quorum
  - B. Pledge of Allegiance
  - C. 30 Seconds in My District...
  
- II. AND THE GOOD NEWS IS... - OUR STUDENTS
  - 5:05 A. Student Ambassadors - Hillsboro & Hunters Lane High Schools
    - a. Jacob Fawcett
    - b. Desirey Cosio
    - c. Aryelle Lipscomb
    - d. Joshua West
  - B. Meigs Middle Magnet Performance
  - C. Schwab Elementary Artwork
  
- III. PUBLIC PARTICIPATION - OUR COMMUNITY

*The Board will hear from those persons who have requested to appear at this Board meeting. In the interest of time, speakers are requested to limit remarks to three minutes or less. Comments will be timed.*

  - 5:20 A. Liza Ramage – NOAH
  - B. Byron Harvey – NOAH
  - C. Erik Huth – Issues Impacting Employees
  
- IV. GOVERNANCE ISSUES- OUR ORGANIZATION
  - 5:30 A. Actions
    - 1. Consent
      - a. Approval of Minutes – 11/14/2017 and 11/28/2017 – Regular Meeting
      - b. Recommended Award of Contract for Architectural Services (Renovations of Glenn Enhanced Option Elementary School for Murrell School) – Gould Turner Group
      - c. Recommended Award of Contract for Civil and Landscaping Services (Various Schools) – Catalyst Design Group
      - d. Recommended Approval of Request #1 for Hillsboro High School Additions and Renovations – Beaver Engineering, Inc.
      - e. Recommended Approval of Request #4 for Purchase of Auditorium Seating at Hunters Lane High School – Sedia Systems, Inc.

- f. **Recommended Approval of Lease Agreement with Hermitage Church of Christ for use of the Auditorium at Dupont - Tyler Middle School**
- g. Recommended Approval to Declare Portable Buildings (at Various Schools) as Surplus
- h. Awarding of Purchases and Contracts
  - (1) Amplify Education, Inc.
  - (2) CDW Government, Inc.
  - (3) Central States Bus Sales, Inc.
  - (4) Howard Technologies
  - (5) Warner Music Nashville, LLC
- i. Legal Settlement Claim # C-35382 (\$20,000)
- j. Legal Settlement Claim # L-15840 (\$30,000)

2. Student Discipline Appeal

- 5:45 V. REPORTS – OUR ORGANIZATION
  - A. Director's Report
    - 1. Integrated Math
    - 2. Memoranda of Understanding for MNEA, SEIU, and **United Steelworkers**
  - B. Board Chairman's Report
    - 1. Chair Report
    - 2. Announcements
- 6:30 VI. ADJOURNMENT

## **METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING - Tuesday, November 14, 2017**

**Members present** - Sharon Gentry, Will Pinkston, Jo Ann Brannon, Jill Speering, Anna Shepherd, Christiane Buggs, Tyese Hunter, Mary Pierce, Amy Frogge, and Shawn Joseph

Meeting called to order at 5:00 PM

### **CONVENE and ACTION**

Pledge of Allegiance - Led by Dr. Mason, principal of Maplewood High School.

30 Seconds in My District... - Each Board Member gave a brief update of on each of their districts.

### **AWARDS AND RECOGNITIONS**

T.J. Williams - Maplewood High School – The Board and Dr. Joseph recognized Ms. T.J. Williams for her visionary work and generosity to MNPS.

Latoya Cobb - Amqui Elementary School - The Board and Dr. Joseph recognized Ms. Cobb for performing the Heimlich maneuver on a kindergarten student' saving her life.

Melissa Knapp - Harpeth Valley Elementary School - The Board and Dr. Joseph recognized Ms. Knapp for protecting a students from being hit by a vehicle.

### **AND THE GOOD NEWS IS...**

Student Ambassadors Stratford STEM Magnet School - Students from Stratford STEM Magnet School gave the Board an update on their academies.

H.G. Hill Middle School students from the H.G. Hill Rock Band performed for the Board and audience before the Board meeting.

J.T. Moore Middle School – Artwork from students at J.T. Moore Middle School was displayed during the Board meeting.

### **PUBLIC PARTICIPATION**

Ahmed White – Smithson Craighead Academy – Mr. White asked the Board to support the Smithson Craighead charter renewal application.

John Raphael – Smithson Craighead Academy - Mr. Raphael asked the Board to support the Smithson Craighead charter renewal application.

Mark Faulkner – Smithson Craighead Academy - Mr. Faulkner asked the Board to support the Smithson Craighead charter renewal application.

## **GOVERNANCE ISSUES**

### *Consent Agenda*

- a. Approval of Minutes – 9/26/17 and 10/17/ 2017 – Regular Meetings
- b. Recommended Approval of Change Order #3 for East Nashville Magnet High School Stadium Improvements – Romach, Inc.
- c. Recommended Approval of Change Order #4 for Overton High School Additions and Renovations American Constructors, Inc.
- d. Awarding of Purchases and Contracts
  - (1) Allovue, Inc.
  - (2) Southern Kitchen Services, LLC
  - (3) Tennessee Department of Children's Services
- e. Legal Settlement L-16217 (\$55,000)
- f. Legal Settlement C-35328 (\$18,000)

**Motion to approve the consent agenda as read.**

**Motion by Jill Speering, second by Jo Ann Brannon.**

**Final Resolution: Motion Passes**

**Yes: Sharon Gentry, Will Pinkston, Jo Ann Brannon, Jill Speering, Anna Shepherd, Christiane Buggs, Tyese Hunter, Mary Pierce, Amy Frogge**

## **REPORTS**

Director's Report -

KPI Report - Dr. Joseph presented the KPI report to the Board.

Board Chairman's Report –

Ms. Shepherd announced that the Board has partnered with TSBA to develop a set of model policies to better align the Board's policies. The first set of policies will be posted on the MNPS website for two weeks. She urged the community to review and offer feedback on the policies. Additional policies will be released for public review and feedback in the coming months.

## **ANNOUNCEMENTS**

Ms. Frogge congratulated Saddle Frogge, a student at East High School, for competing in Tennessee Secondary School Championship in the Cross Country category and placing for the state competitions.

Mr. Pinkston reminded the Board to complete their Board Self-Assessment Evaluation. He also announced that a Director Evaluation committee would be held on December 12<sup>th</sup>.

Ms. Speering announced that Hunters Lane High School was awarded the TSSAA AF Bridges Award for Excellence in Sportsmanship.

Ms. Speering announced that the Maplewood High School health clinic is up and running and invited the community to utilize the clinic.

Ms. Speering announced that students from Hunters Lane High School connected with students in Africa via Skype. This experience was documented and will be aired on the show, "Good All Over" on the PBS network.

Ms. Speering announced that she will be Principal of the Day at Hunters Lane High School.

Ms. Speering announced that she and other administrative staff will be conducting school visits in Houston, TX on November 16<sup>th</sup>.

Ms. Shepherd announced that she attended the TSBA Annual Conference.

Ms. Shepherd announced that she attended and gave opening comments at the Simon Youth Foundation conference.

Ms. Shepherd announced that she attended the meeting with the Metro Council Budget and Education Committees and the Board of Education on November 9<sup>th</sup>.

#### **ADJOURNMENT**

Ms. Pierce adjourned the meeting at 7:47 p.m.

## **METROPOLITAN BOARD OF PUBLIC EDUCATION MEETING - Tuesday, November 28, 2017**

### **Members present**

Sharon Gentry, Will Pinkston, Jo Ann Brannon, Jill Speering, Anna Shepherd, Christiane Buggs, Tyese Hunter, Mary Pierce, Amy Frogge and Shawn Joseph

### **Meeting called to order at 5:00 PM**

### **CONVENE and ACTION**

#### **A. Establish Quorum**

Ms. Shepherd called the meeting to order.

#### **B. Pledge of Allegiance**

Led by Dr. Susan Kessler, principal of Hunters Lane High School.

#### **C. 30 Seconds in My District...**

Each Board Member gave a brief update on each of their districts.

### **AWARDS AND RECOGNITIONS**

A. Sara Hoyal - Hunters Lane High School – The Board and Dr. Joseph recognized Ms. Hoyal for helping Hunters Lane High School rate fourth in the state for Chemistry group.

### **AND THE GOOD NEWS...**

A. Metro Historical Commission – Commemorating 60th Anniversary of School Desegregation – Updated the Board on historical markers that will be placed at several schools within the district.

B. Hunters Lane High School Band – The band performed outside of the Board room prior to the start of the Board meeting.

### **GOVERNANCE ISSUES**

#### **A. Consent Agenda**

Ms. Speering read the consent agenda.

#### **Approve the consent agenda as read.**

**Motion by Jill Speering, second by Jo Ann Brannon.**

**Final Resolution: Motion Passes**

**Yes: Sharon Gentry, Will Pinkston, Jo Ann Brannon, Jill Speering, Anna Shepherd, Christiane Buggs, Tyese Hunter, Mary Pierce, Amy Frogge**

Ms. Pierce asked why the Quaver Music contract was pulled? Ms. Shepherd said there were capacity concerns that involved the contract and Ms. Nola Jones would attend the December 12<sup>th</sup> Board meeting to address the concerns.

#### **B. Approval of MNPS Next Recommendations for Caldwell/Glenn/Murrell**

Approve the MNPS Next Recommendations for Caldwell/Glenn/Murrell Schools

#### **Motion by Sharon Gentry, second by Christiane Buggs.**

**Final Resolution: Motion Passes**

**Yes: Sharon Gentry, Will Pinkston, Jo Ann Brannon, Jill Speering, Anna Shepherd, Christiane Buggs, Tyese Hunter, Mary Pierce, Amy Frogge**

C. Smithson Craighead Academy

Accept the recommendation to revoke the approval of the Smithson Craighead Academy Renewal Application.

**Motion by Sharon Gentry, second by Jo Ann Brannon.**

**Final Resolution: Motion Fails**

**Yes: Sharon Gentry, Jo Ann Brannon, Christiane Buggs, Mary Pierce**

**No: Will Pinkston, Jill Speering, Anna Shepherd, Tyese Hunter, Amy Frogge**

Mr. Pinkston asked that the Board continue discussion of the Smithson Craighead Academy Renewal Application in the Governance Committee. Ms. Shepherd agreed.

## **REPORTS**

### *Director's Report*

#### A. Legislative Agenda

Mr. North presented the Legislative Agenda update to the Board.

B. Literacy Pilot Update – Dr. Felder and staff gave a comprehensive Literacy Pilot Update.

### *Committee Reports*

Dr. Gentry stated that the Capital Needs Committee met before the Board meeting to review initial Capital Needs Budget. The next meeting will be held in the coming weeks.

### *Board Chairman's Report*

Ms. Shepherd gave a brief Board Chair report.

#### C. Announcements

1. Ms. Pierce announced that West End Middle School would be presenting their winter play called, The Snow Queen on December 6<sup>th</sup> & 7<sup>th</sup>.
2. Ms. Speering announced that the Maplewood High School health clinic is open on Tuesday's and Thursday's from 7:00 a.m. – 4:00 p.m. She encouraged the community to support the clinic which is open to the public.
3. Ms. Speering announced that the Backpack Full of Cash documentary is scheduled to be shown on November 29<sup>th</sup> at 6:00 p.m. at Vanderbilt University. Ms. Frogge is featured in the documentary.
4. Ms. Speering announced that the M3 Summit for the Northwest Quadrant for Males will be held December 2<sup>nd</sup> at I.T. Creswell Middle Prep.
5. Ms. Speering read the following announcement for Ms. Frogge: On December 9<sup>th</sup>, Charlotte Park Elementary will host their annual Breakfast with Santa at 8:30 a.m.
6. Dr. Brannon announced that Oliver Middle Prep would put on the Little Mermaid Play starting December 10<sup>th</sup>.
7. Ms. Shepherd announced that she served at Principal for a Day at Dupont Hadley Middle Prep.

## **WRITTEN INFORMATION TO THE BOARD**

A. Sales Tax Collections as of November 20, 2017

B. Fiscal Year 2017-2018 Operating Budget Financial Reports

## **ADJOURNMENT**

Ms. Pierce adjourned the meeting at 8:07 p.m.

## GOVERNANCE ISSUES

### A. ACTIONS

#### 1. CONSENT

#### b. RECOMMENDED AWARD OF CONTRACT FOR ARCHITECTURAL SERVICES (RENOVATIONS OF GLENN ENHANCED OPTION ELEMENTARY SCHOOL FOR MURRELL SCHOOL) – GOULD TURNER GROUP

We are requesting a contract with Gould Turner Group to perform design services for Glenn Enhanced Option Elementary School to prepare for Murrell School.

Compensation \$31,825.00.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: 45016.80405916

DATE: February 13, 2018

#### c. RECOMMENDED AWARD OF CONTRACT FOR CIVIL AND LANDSCAPING SERVICES (VARIOUS SCHOOLS) – CATALYST DESIGN GROUP

We are requesting a five-year contract with Catalyst Design Group for various schools to provide civil and landscape design services as determined by Metro Schools.

Compensation is monthly, at an hourly rate, as assigned work is completed.

It is recommended that this contract be approved.

Legality approved by Metro Department of Law.

FUNDING: Various funds used depending on project

DATE: February 13, 2018

## GOVERNANCE ISSUES

### A. ACTIONS

#### 1. CONSENT

#### d. RECOMMENDED APPROVAL OF REQUEST #1 FOR HILLSBORO HIGH SCHOOL ADDITIONS AND RENOVATIONS – BEAVER ENGINEERING, INC.

We are requesting approval to issue a purchase order for Beaver Engineering, Inc. to provide Construction Material Testing and Special Inspections at Hillsboro High School, in the total amount of \$158,667.06. The proposal cost for each phase of work is listed below:

|                |                    |
|----------------|--------------------|
| Phase I        | \$92,796.77        |
| Phase II       | \$28,132.34        |
| Phase III & IV | <u>\$37,737.95</u> |
| TOTAL          | \$158,667.06       |

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

FUNDING: 45017.80405417

DATE: February 13, 2018

#### e. RECOMMENDED APPROVAL OF REQUEST #4 FOR PURCHASE OF AUDITORIUM SEATING AT HUNTERS LANE HIGH SCHOOL – SEDIA SYSTEMS INC.

We are requesting approval to issue a purchase order for auditorium seating at Hunters Lane High School in the amount of \$123,372.

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

FUNDING: 35131.80701100

DATE: February 13, 2018

#### f. RECOMMENDED APPROVAL OF LEASE AGREEMENT WITH HERMITAGE CHURCH OF CHRIST FOR USE OF THE AUDITORIUM AT DUPONT - TYLER MIDDLE SCHOOL

The church is planning facility improvements, such as replacement of auditorium seating and audio visual equipment upgrades, at their expense, upon execution of the lease.

The attached lease for the auditorium at Dupont - Tyler Middle School establishes a shared use schedule for the school and the church.

## GOVERNANCE ISSUES

### A. ACTIONS

#### 1. CONSENT

##### g. RECOMMENDED SURPLUS OF PORTABLE BUILDINGS AT VARIOUS SCHOOLS

Recommend up to 50 portable buildings at various schools be deemed surplus for the purpose of selling or disposing of the property.

It is recommended that this request be approved.

Legality approved by Metro Department of Law.

DATE: February 13, 2018

##### h. AWARDING OF PURCHASES AND CONTRACTS

VENDOR: Amplify Education, Inc.

SERVICE/GOODS: First amendment to the contract to increase the total compensation. Amplify Education, Inc. will provide Core Knowledge Language Arts (CKLA) Classroom Kits, Activity Books, and associated materials.

TERM: February 14, 2018 through November 28, 2022

FOR WHOM: Buena Vista Enhanced Option Elementary School

COMPENSATION: One (1) CKLA 2nd Edition G3 Classroom Kit = \$2,999 each  
Two (2) CKLA 2nd Edition G3 Skills Student Readers, All Units (25 of each) = \$1,100 each

Two (2) CKLA 2nd Edition G3 Activity Books, All Units (25 of each) = \$950 each

Two (2) CKLA 2nd Edition G4 Activity Books, All Units (25 of each) = \$950 each

Two (2) CKLA 2nd Edition G3 Spelling Cards = \$60 each

Two (2) CKLA 2nd Edition G4 Activity Books, All Units (1 of each) = \$43 each

Two (2) CKLA 2nd Edition G3 Activity Books, All Units (1 of each) = \$43 each

Shipping and Handling = \$709

This Amendment increases compensation under the contract by \$10,000.

Total compensation under this contract is not to exceed \$160,724.80.

OVERSIGHT: Federal Programs

EVALUATION: Quality of products, customer support provided, and the effect on student improvement.

MBPE CONTRACT NUMBER: 2-167642-06A1

SOURCE OF FUNDS: iZone Grant 2018

## GOVERNANCE ISSUES

### A. ACTIONS

#### 1. CONSENT

##### g. AWARDING OF PURCHASES AND CONTRACTS

VENDOR: CDW Government, Inc.

SERVICE/GOODS: Purchase of laptop batteries for student laptops used in testing. The NJPA, a procurement cooperative, serves as the competitive source for this purchase.

TERM: Immediate purchase

FOR WHOM: MNPS Students

COMPENSATION: 2,500 of the Dell laptop battery 3340: \$65 each  
6,776 of the Dell laptop battery 3330: \$52 each

Total compensation for this purchase is not to exceed \$514,852.

OVERSIGHT: Technology and Information Services

EVALUATION: Based on battery performance.

MBPE CONTRACT NUMBER: NJPA 100614-CDW-G

SOURCE OF FUNDS: Capital Funds - IT

## GOVERNANCE ISSUES

### A. ACTIONS

#### 1. CONSENT

##### h. AWARDING OF PURCHASES AND CONTRACTS

VENDOR: Central States Bus Sales, Inc.

SERVICE/GOODS: Indefinite Delivery/Indefinite Quantity (IDIQ) sole source contract for the provision of original equipment manufacturer (OEM) bus and engine parts for Blue Bird buses. Central States Bus Sales, Inc. is the sole provider for Blue Bird bus parts in Tennessee.

TERM: February 14, 2018 through February 13, 2023

FOR WHOM: Transportation

COMPENSATION: Central States Bus Sales, Inc. will discount MNPS five percent (5%) off of their retail price for Blue Bird OEM bus and engine parts.

Total compensation under this contract is not to exceed \$125,000.

OVERSIGHT: Transportation

EVALUATION: Based on the timeliness and quality of the products received.

MBPE CONTRACT NUMBER: 2-473184-01

SOURCE OF FUNDS: Operating Budget

##### i. AWARDING OF PURCHASES AND CONTRACTS

VENDOR: Howard Technologies

SERVICE/GOODS: Technology purchase to upgrade the Turner Halls at the Martin Professional Development Center. The Buy Board, a procurement cooperative, serves as the competitive source for this purchase.

TERM: February 14, 2018 through project completion.

FOR WHOM: Martin Professional Development Center

COMPENSATION: Total compensation under this contract is not to exceed \$285,000.

OVERSIGHT: Learning Technology and Library Services

EVALUATION: Product quality and customer support.

MBPE CONTRACT NUMBER: Buy Board Contract

SOURCE OF FUNDS: Operating Budget

## GOVERNANCE ISSUES

### A. ACTIONS

#### 1. CONSENT

##### j. AWARDING OF PURCHASES AND CONTRACTS

VENDOR: Warner Music Nashville, LLC

SERVICE/GOODS: Warner Music Nashville, LLC (WMN) to serve as the sole and exclusive distributor of primarily digital products created by artistic performances at Pearl-Cohn Entertainment Magnet High School. Sole Source selection.

TERM: February 14, 2018 through February 13, 2021

FOR WHOM: Pearl-Cohn Entertainment Magnet High School

COMPENSATION: Digital Distribution Fee: 10% of Distributor Net Sales  
Physical Distribution Fee: 14.2% of Distributor Net Sales

##### Fulfillment Costs

Inventory Stock Transfers (Box Lots): \$.25 per unit (inclusive of shipping)

Free Goods Shipments to a Distributor Account: \$.25 per unit + distribution fee

##### Processing / Inventory Costs

Process Returns and Destroy: \$.10 per unit

Process Returns, Refurbish, and Return to Stock: \$.34 per unit

Stickering/Labeling (Label-Supplied Stickers): Actual Cost to Distributor

Other Ancillary Processing or Re-work: Actual Cost to Distributor

Excess Inventory Storage (Excess of 12-month supply): \$.01 per unit per month

##### New Release Solicitation Costs

B&W One-Sheet Catalog Printing: No Charge

Street Date Changes After Publication (Bumps): \$500 per selection for each occurrence

Late Solicitation Pages Penalties (excl. singles): \$2,400 + Actual Cost for Insertion/Distribution

Product Bar Code or Item Number Corrections: \$2,000 + \$.50 per unit processing + \$.05 per unit labeling

Pricing Corrections after Publication of Solicitation Sheets: \$2,500 + Actual Cost of Customer Notification

##### Wireless/Mobile Set-Up Costs

Set-Up Charge: \$150 per track

Total compensation under this contract is not to exceed \$3,499.99 per school year.

Has the potential to be a small revenue generator.

OVERSIGHT: Pearl-Cohn Entertainment Magnet High School

## GOVERNANCE ISSUES

### A. ACTIONS

#### 1. CONSENT

EVALUATION: Quality and professionalism of distribution services, timeliness of reports, and accuracy of statements to pay all net receipts derived from sales of products.

MBPE CONTRACT NUMBER: 2-00709-00

SOURCE OF FUNDS: Operating Budget

**LEASE BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION  
AND  
HERMITAGE CHURCH OF CHRIST (Operating as New Garden Church)  
FOR THE LEASE OF PROPERTY AND FACILITY**

This Lease Agreement (“Lease”) is entered into by and between Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education (“MBPE”, “MNPS”, or “Lessor”) and Hermitage Church of Christ (Operating as New Garden Church) (“Lessee”). This Agreement consists of the following:

- a) This Lease document.
- b) Attachment A: DuPont Tyler Leased Premise

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) any properly executed amendment to this Lease, (most recent with first priority),
- b) this Lease.

**1. PARTIES**

- 1.1. The Parties to this Lease Agreement (“Lease Agreement”) are the Metropolitan Nashville Public Schools (herein referred to as “Lessor” or “MNPS”), and the Hermitage Church of Christ (operating as New Garden Church), (herein referred to as “Lessee” or “Church Operator”)

**2. PROPERTY**

- 2.1. The Parties agree that Lessor will allow Lessee to use and occupy Leased Premises for the Permitted Use.
- 2.2. The Property leased from Lessor by Lessee shall initially be as follows: The Cafeteria, Classrooms (2), the Gymnasium, the Auditorium and associated spaces to the auditorium including but not limited to the stage, (herein referred to as “Property”), located at DuPont Tyler Middle School.
- 2.3. After discussion and input with from Lessee, Lessor may move the Lessee to another facility as deemed necessary, taking into consideration such factors as building capacity, design alignment program-specific needs, and community needs. The Lessor may make any facility under its jurisdiction available to the Lessee during the term of this Lease Agreement. Lessor shall make available only those facilities that it reasonably believes are safe and ready for occupancy.

**3. TERM OF LEASE**

- 3.1. This Lease Agreement shall begin on or about March 1<sup>st</sup>, 2018. Agreement shall terminate on March 1<sup>st</sup> 2023.
- 3.2. This Lease Agreement may be extended by written Amendment, executed by all parties and their signatories hereto. Each Amendment will be for an additional two (2) years subject to approval by the MBPE.

- 3.3. Lessee shall not begin occupancy of the Property until all the requirements of Paragraph 21 have been met.
- 3.4. The Lessee may, at any time, terminate this Lease Agreement upon thirty (30) days' notice, to locate its operations in a non-MNPS facility. In the event that the Lessee exercises this right under this subparagraph, Lessee shall remain responsible for any and all costs associated with the leased Property, including, but not limited to the procurement and installation of the auditorium seating, ordered, installed prior to termination of lease.

#### **4. CONDITION OF PROPERTY**

- 4.1. Except as may otherwise specifically be set forth in this Lease Agreement, Lessee accepts the Property in its "as is" condition, that is, the condition or state in which the Property exists at the beginning date of this Lease Agreement, without representation or warranty, expressed or in writing, in fact or in law, oral or written, by Lessor. Lessee hereby assumes and agrees to accept all risk of and responsibility for any and all defects, infirmities and conditions in or on the Property, whether or not any such defects, infirmities or conditions are patent or latent and would or would not be disclosed by reasonable inspection.
- 4.2. Lessee has had a full opportunity to inspect the condition and nature of the Property.

#### **5. PRE-OCCUPANCY INSPECTION**

- 5.1. Prior notification reports have been completed and signed by both parties.

#### **6. PERMITTED USES OF PROPERTY**

- 6.1. The copy of the School Facility Use policy is attached as Exhibit A.
- 6.2. Lessee shall not use or allow the Property to be used or occupied for any unlawful purpose, or in violation of any applicable law.
- 6.3. Failure to use the Property for its permitted use may be grounds for termination in accordance with the provisions of Paragraph 19.
- 6.4. Lessee shall be permitted to use the space on Sundays beginning at 6:00 AM through 9:00PM unless otherwise agreed to by principal
- 6.5. Lessee shall be permitted to use the space on Wednesday nights from 6:00PM through 10:00 PM
- 6.6. Other days and times may be available for use provided the Principal has given expressed consent for such times.
- 6.7. Lessor shall have right to use premises 24 hours per day, all days of the week, with two (2) weeks prior notice to Lessee

#### **7. CONTENTS**

- 7.1. Lessor may provide the contents, including, but not limited to furniture, equipment and supplies, in the leased Property. Ownership of the contents will remain with the Lessor and do not constitute an asset of Lessee. Prior to occupancy, Lessor shall provide Lessee with an inventory report of all contents provided by Lessor. Both parties shall sign the inventory report, which shall acknowledge receipt of the contents by Lessee, who further agrees to protect and preserve all contents belonging to Lessor. A copy of the inventory report shall be attached to this Lease Agreement as Exhibit B.
- 7.2. Lessee will be responsible for any damage or destruction to any contents provided as part of this lease or purchased by Lessor. Repair and/or replacement of damaged, lost or stolen

contents shall be the sole responsibility of Lessee. Lessee shall be responsible for taking ordinary care to protect and preserve any and all contents in the leased Property. At the termination of this Lease Agreement, Lessee shall return the contents to Lessor in substantially the same quality and quantity as provided at the beginning of this Lease Agreement, ordinary wear and tear excepted.

## **8. CARE OF PROPERTY**

- 8.1. Lessee shall, at Lessee's sole cost and expense, be responsible for taking ordinary care to protect and preserve any and all parts of the leased Property, including the grounds and landscaping, that Lessee, its employees, officers, agents, representatives, contractors, subcontractors, or invitees may traverse incidental to the use of the Property. Lessee shall keep the Property in good working order and in a safe and sanitary condition, ordinary wear and tear excepted.
- 8.2. Lessee shall not be required to make extensive repairs to the building or facility that would be considered a capital expense. Capital expenses will be determined on a case-by-case basis by the Lessor, but generally refer to those expenditures that add value to the Property or equipment or substantially prolong the life of the Property or equipment. Lessee shall adhere to any and all policies pertaining to care and maintenance of MNPS school now and during the term of this Lease Agreement. Examples of capital expenses may include, but are not limited to roof, flooring and structural components of the building (excluding doors and glass windows), boilers, elevators, HVAC, fire panels and the Public Address System.
- 8.3. In the event Lessee fails to maintain any property, equipment or pay any service Leases for the routine preventative maintenance on any equipment in the Leased Property, Lessor reserves the right to provide such services, maintenance and/or repairs at Lessee's expense. Failure to maintain any property, equipment or maintain any service Leases for routine preventative maintenance may be grounds for termination of this Lease Agreement in accordance with the provisions of Paragraph 19.
- 8.4. Lessee shall be responsible for immediately reporting any repairs that become necessary and shall take all precautions to mitigate further damages. Lessor reserves the right to seek reimbursement from Lessee if Lessee fails to report and/or mitigate any damages. Any damage caused by Lessee, Lessee's employees, agents, representatives, contractors, or invitees shall be the repaired at Lessee's expense.
- 8.5. All capital expenditures shall be requested and made in accordance with the MNPS Facility Maintenance Policies and Procedures.
- 8.6. Lessor shall have the right to inspect the Property in accordance with Paragraph 15, at any time to make operational repairs if Lessee fails to do so. Lessee shall be responsible for costs of any repairs the Lessor may be required to perform that are not considered capital expenses.
- 8.7. Failure to properly maintain the Property may constitute grounds for termination of this Lease Agreement, provided that Lessor shall give, in writing, notice specifying Lessee's failure, and Lessee does not correct the alleged failure within fifteen (15) days of receipt of the notice specifying the failure.

## **9. ALTERATIONS**

- 9.1. Lessee shall not make any changes, alterations, or installations to the Property, including but not limited to wiring, flooring, adding or deleting walls and/or partitions, even at Lessee's

expense, without the express and prior written consent of the Lessor, and subject to any reasonable conditions as Lessor may impose. Lessee is prohibited from altering, accessing, configuring, installing or maintaining the Property's communication/IT network infrastructure and equipment. Lessee is further prohibited from allowing any third party to alter, access, configure, install or maintain the Property's communication/IT network infrastructure and equipment. Equipment includes, but is not limited to, servers, switches, routers, WAPs, telephones, call managers, security devices, filters, VPNs, firewalls, and wireless networks. Any such changes, alterations or installations initiated by Lessee, with Lessor's approval, shall be paid for by Lessee unless Lessor and Lessee agree otherwise in writing.

- 9.2. Lessee shall not change any keys or any locks on any doors in the Property, without prior written permission from Lessor.
- 9.3. Any approved changes or alterations shall be performed by a licensed contractor with proper bonding and insurance. Copies of the contractor's bonding and insurance shall be provided to the Lessor. Any approved changes, alterations or installations made by Lessee shall not diminish the value of the Property. The Lessor shall reserve the right to inspect any work performed by the Lessee's contractor.
- 9.4. Unless agreed upon by the parties at the time alterations are approved by Lessor, any physical additions or improvements to the Property will become property of Lessor. At the termination of this Lease Agreement, Lessor may require Lessee, at the Lessee's expense, to remove any physical additions, changes, alterations or improvements, or repair any changes, alterations or improvements and restore the Property to the condition in which it existed at the beginning of this Lease Agreement. At the time Lessor approves any changes, alterations or improvements to the Property, Lessee shall be informed whether or not such changes, alterations or improvements, must be removed at the termination of this Lease Agreement.
- 9.5. Any material changes, alterations or improvements made without prior approval may be grounds for termination of this Agreement. Lessee shall be fully responsible for payment of any damages caused by unauthorized changes, alterations or improvements.

## **10. INDEMNIFICATION**

- 10.1. Lessee shall fully indemnify and hold harmless Lessor and its employees, officers, contractors, and subcontractors against all losses, claims, damages, liabilities, penalties, obligations and expenses, including, without limitation costs for counsel, when incurred, incidental to, caused by, connected with, relating to, arising out of, or based upon, directly or indirectly, Lessee's use of, and/or activities on, the leased Property or the use of, and/or activities on, the leased Property of Lessee's employees, contractors, or subcontractors.
- 10.2. All the foregoing indemnification provisions shall apply to permitted uses, as well as uses that are not permitted under this Lease Agreement.

## **11. OBLIGATION TO INSURE**

Lessee shall at its sole expense obtain and maintain in full force and effect for the duration of the Lease and any extension hereof at least the following types and amounts of insurance:

(a) Occurrence version Commercial General Liability (CGL) insurance including non-owned automobile or equivalent form with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include the Lessor as additional insureds. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured. Insurance shall be primary with respect to any insurance or self-insurance programs covering the Lessor.

(b) Workers compensation and employer's liability insurance with limits of not less than \$1,000,000. The insurer shall agree to waive all rights of subrogation against Lessor for losses arising from the use of leased premises.

(c) Lessee shall maintain property insurance against all risks of loss to any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.

Lessee shall:

(a) Prior to commencement of Lease, furnish Metro with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Lessor. The proof of coverage is to be received and approved by Lessor before the Lease commences.

(b) Provide certified copies of declarations page, endorsements and policies if requested by Lessor in lieu of or in addition to certificates of insurance.

(c) Replace certificates, policies, and endorsements for any such insurance expiring prior to expiration of Lease.

(d) Maintain such insurance from the time Lease commences until Lease is terminated.

(e) Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things necessary to effect or maintain such insurance and all moneys expended by it for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Lessor. If any insurance policies required hereunder cannot be obtained for any reason, Lessor may require Lessee to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Lessor, Lessor may terminate this Lease for default.

11.1 Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

## **12. UTILITIES**

12.1. The Lessor shall be responsible for the payment of all utilities and services, including, but not limited to, the payment of electricity, heat, light, power, gas, water, sewerage and drainage, all telephonic services, and all other charges by public utilities of every kind for services furnished to the Property during the term of the Lease Agreement.

## **13. JANITORIAL AND SANITATION DISPOSAL SERVICES**

13.1. Lessor shall be responsible for providing janitorial services, including all sanitation disposal services, pest control services, and city inspections.

## **14. HAZARDOUS MATERIALS**

14.1. Lessee shall comply with all environmental laws relating to the use or occupation of the Property.

14.2. Lessee shall not be allowed, cause or permit any hazardous materials to be generated, used, treated, released, stored, or disposed of in or about the Property by Lessee or Lessee's employees, agents, etc., provided that Lessee may use and store normal and reasonable quantities of standard cleaning and office materials, as long as such materials are properly, safely, and lawfully stored and used by Lessee and the quantity of such materials does not equal or exceed a "reportable quantity" as defined in 40 CFR §§ 302 and 305, and as may be amended. In no event shall Lessee cause or permit the deposit, release or discharge any Hazardous Materials to the soil or groundwater of the Property.

14.3. Lessee shall promptly notify Lessor, in writing, if Lessee has or acquires notice or knowledge that any Hazardous Material has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Property. Lessee shall immediately notify Lessor, and provide copies upon receipt of, all written complaints, claims, citations, demands, inquiries, reports, or notices relating to the condition of the Property or compliance with Environmental Laws. Lessee shall promptly deliver to Lessor copies of all notices, reports, correspondence and submissions made by Lessee to the United States Environmental Protection Agency (EPA), the United States Occupational Safety and Health Administration (OSHA), the Tennessee Department of Environmental Quality (TDEQ), the Metro Department of Health, or any other governmental authority that requires submission of any information concerning environmental matters or hazardous waste or substances pursuant to environmental laws.

14.4. Lessee agrees to indemnify, defend (with counsel reasonably acceptable to Lessor at Lessee's sole cost) and hold Lessor its employees, contractors, subcontractors, agents, etc., harmless from and against all environmental liabilities and costs, liabilities and obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind (including attorneys' and experts' fees and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Lessor or any of them in connection with or arising from or out of:

- any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referenced to in this Section; or

- any violation by Lessee of any environmental law.
- 14.5. For purposes of this section, "Hazardous Materials" means any substance or material (i) the presence or suspected presence of which requires or may require investigation, response, clean-up, remediation or monitoring, or may result in liability, under any governmental requirement; (ii) that is or contains a hazardous substance, waste, extremely hazardous substance, hazardous material, hazardous waste, hazardous constituent, solid waste, special waste, toxic substance, pollutant, contaminant, petroleum or petroleum derived substance or waste, and related materials, including, without limitation, any such materials defined, listed, identified under or described in any environmental law; (iii) that is flammable, explosive, radioactive, reactive, toxic, corrosive, infectious, carcinogenic, mutagenic or otherwise hazardous, or is or becomes regulated under any environmental law; (iv) that is or contains asbestos (whether friable or non-friable), any polychlorinated biphenyls or compounds or equipment containing polychlorinated biphenyls, or medical waste; (v) that is or contains or once contained gasoline, diesel fuel, oil, diesel and gasoline range organics, or any other petroleum products or petroleum hydrocarbons, or additives to petroleum products, or any breakdown products or compounds of any of the foregoing or (vi) radon gas.
- 14.6. The provisions of this Section will be in addition to any and all obligations and liabilities Lessee may have to Lessor and will survive expiration or earlier termination of this Agreement.

#### **15. LESSOR'S RIGHT OF INSPECTION**

- 15.1. Lessor shall have the right to enter the Property at any time to inspect the Property, so long as the Lessor's inspection does not unreasonably interfere with the the permitted use. Lessor shall give Lessee reasonable advance notice of its intent to inspect the Property. Lessee shall have the right to have a representative accompany Lessor during such entry and inspection. The Lessee shall not deny Lessor access to the Property.
- 15.2. If, during any inspection, Lessor discovers that maintenance, cleaning, or repairs are needed at the Property, Lessor shall immediately notify Lessee of the maintenance, cleaning or repairs that are needed. If Lessee fails to make the necessary maintenance, cleaning or repairs within fifteen (15) days, Lessor may complete the work and invoice Lessee for said maintenance, cleaning or repairs.
- 15.3. Notwithstanding the foregoing, Lessor shall have a right to inspect the Property at any time if, in its sole discretion, there is an imminent threat to health, safety or welfare.

#### **16. UNUSED PORTION OF LEASED PROPERTY**

- 16.1. Lessor reserves the right to use any unused or vacant portions of the Lease Property not used by Lessee even at times that Lessee is using the Leased Premises.

#### **17. LESSOR'S RIGHT OF USE LEASED PROPERTY**

Lessor reserves the right to use any portion of the leased Property when the Lessor use cannot be altered to accommodate the terms of the leased space (Graduation ceremony's or the lack that could occur on a Sunday). Such uses shall be limited and not interfere with the activities of Lessee as much as is practical. The Lessor shall give a minimum of 30 days' notice to the Lessee should any such use or interference be planned.

## **18. DEFAULT**

- 18.1. Each of the following shall be an Event of Default by Lessee under the terms of this Lease Agreement:
  - 18.1.1. Failure by Lessee to use the Property for its permitted use.
  - 18.1.2. Failure to keep property in a safe and well-maintained condition.
  - 18.1.3. Termination, revocation, or adverse modification of the Lessee's Church Agreement to operate as a Church.
  - 18.1.4. Any representation or warranty made by Lessee in this Agreement that shall be false or misleading on the date it was made.
  - 18.1.5. Filing of a petition of bankruptcy or insolvency proceedings or for reorganization or for the appointment of a receiver or trustee of all or substantially all of Lessee's property resulting in Lessee's ability to meet its obligations.
  - 18.1.6. Engaging in, or allowing its employees, contractors, subcontractors or agents to engage in unlawful activities on the leased Property and failing to take immediate action to rectify said illegal activities.
  - 18.1.7. Failure to comply with the terms and conditions of this Lease Agreement.

## **19. TERMINATION**

- 19.1. Lessor may terminate this Lease Agreement in the Event of Default by Lessee, provided that Lessee be given, in writing, notice specifying Lessee's failure and Lessee fails to correct the alleged failure within fifteen (15) days following receipt of the notice specifying the failure.
- 19.2. In the event Lessee defaults in the performance of any of the terms, covenants, conditions, agreements or provisions contained in this Agreement and Lessor employs attorneys and brings suit in connection with the enforcement of this Agreement or any provision hereof or the exercise of any of its remedies hereunder, then Lessee shall promptly reimburse Lessor for all reasonable attorneys' fees so incurred.
- 19.3. Upon termination of this Lease Agreement, Lessee shall vacate the Property, however, Lessee shall remain responsible for any financial obligations of Lessee due under this Lease Agreement that accrue on or prior to the date of the termination of this Lease Agreement.
- 19.4. At the termination of lease, for any reason, any improvements provided by the Lessee to affect the execution of the lease or otherwise shall remain property of the Lessor.

## **20. NON-ASSIGNABILITY**

- 20.1. No right or interest in this Agreement shall be assigned or delegated to anyone on behalf of the Lessee without the prior written consent of the Lessor. Lessee shall not assign, transfer, or otherwise encumber this Agreement or all or any of Lessee's rights or interests in this Agreement, nor shall Lessee sublet any portion of the Property without the prior written consent of Lessor.
- 20.2. Lessee's consent to assignment all or any portion of the Property to a third party shall not be construed as either waiving or releasing Lessee from any of its liabilities or obligations under this Agreement as a principal, or as relieving Lessee from the obligations of obtaining Lessor's prior written consent to any subsequent assignment.
- 20.3. All restrictions and obligations imposed pursuant to this Agreement on Lessee shall be deemed to extend to any assignee and Lessee shall be responsible for causing such assignee to comply with all the restrictions and obligations. Any assignee shall be deemed to have assumed

obligations as if such assignee had originally executed this Agreement and at Lessor discretion, and be subject to the execution of a document confirming such assumption.

- 20.4. Failure to comply with the provisions of this Section may be grounds for immediate termination of this Agreement.

## **21. RENT**

- 21.1. This lease is provided as a “no cost lease” to the Lessee provided improvements are made to the auditorium including new seating to replace the current seating. Improvements may also include additional lighting or sound enhancements.
- 21.2. Seating shall be seats commensurate with that of the Lessor’s current standard seats used in the MNPS district.
- 21.3. This lease shall begin upon execution, by the lessee, of a fully funded purchase order for the purchase and installation of the new seating for the auditorium (approximately 500 seats initially) including the removal of and disposal of the current seats and shall be in effect for 5 years minimum and renewable, as mutually agreed, pursuant to paragraph 3.2.
- 21.4. Sound system and stage lighting if provided shall be selected by the Lessor with the approval of MNPS personnel

## **23. TAXES AND FEES**

- 21.5. Lessee shall be responsible for any and all taxes and/or fees that might be due and owing as a result of its operations within the leased Property, and shall be identified under Federal Tax Identification Number.

## **24. NOTICES AND DESIGNATION OF AGENT FOR SERVICE OF PROCESS**

Notice of assignment of any rights to money due to Lessor under this Lease MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MNPS notices listed below.

All other notices to MNPS shall be mailed or hand delivered to:

Department: Procurement  
Attention: Director of Procurement  
Address: 2601 Bransford Avenue  
Nashville, TN 37204  
Phone: (615) 259-8400  
E-mail address: purchasing@mnps.org

Notices to Lessee shall be sent to:

Lessee:  
Attention:  
Address:  
Phone: ( )  
E-mail address:

Lessee designates the following as the Lessee's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent:

Attention:

Address:

Phone: ( )

Email Address:

Lessee's Federal Tax ID # \_\_\_\_\_

## **22. RIGHT TO AUDIT**

- 22.1. Lessee agrees that the Facility Planning & Construction Department or other department of the MNPS Finance may engage its internal or external auditors to audit all accounts or records of Lessee which relate to this Lease. All copies of audits must be forwarded as directed by the Facility Planning & Construction Department.

## **23. DISCRIMINATION CLAUSE**

- 23.1. It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Lease, Lessee certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS' Lessee programs or activities, on the grounds of age, race, sex, color, national origin, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of Leases with MNPS or in the employment practices of MNPS' Lessees. Accordingly, all Lessees entering into agreements with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
- 23.2. Lessee will provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including hiring or employment practices. The Lessee will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **24. WAIVER**

- 24.1. No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

**25. SEVERABILITY**

- 25.1. Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

**26. ENTIRE AGREEMENT**

- 26.1. This Lease sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**27. MODIFICATION OF LEASE**

- 27.1. This Lease may be modified only by written amendment executed by all parties and their signatories hereto.

**28. EFFECTIVE DATE**

This Lease shall not be binding upon the parties until it has been signed first by the Lessee and then by the authorized representatives of MNPS and the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Lease shall be effective as of the date it is filed in the office of the Metro Clerk.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY BY  
AND THROUGH THE METROPOLITAN  
BOARD OF EDUCATION:**

\_\_\_\_\_  
Chair, MBPE

**RECOMMENDED:**

\_\_\_\_\_  
Director of Procurement

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Director, Facility Planning and Construction

**APPROVED AS TO AVAILABILITY OF FUNDS:**

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Chief Operating Officer, MNPS

\_\_\_\_\_  
Metropolitan Director of Finance

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Director of Insurance

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Metropolitan Attorney

**LEASEOR:**

\_\_\_\_\_  
Church Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Officer's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FILED IN THE OFFICE OF  
THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Date Filed: \_\_\_\_\_

## **Collaborative Conferencing**

2017

### **Members:**

**Management:** Scott Lindsey, Sharon Pertiller, John Ford, Susan Kessler, Pippa Meriwether, Amber Tyus, John Ford, Christie Lewis, Shannon Black, Erin Anderson, Dennis Queen

**Teachers:** Erick Huth, Amanda Kail, Paula Pendergrass, Jeannine Renfro, Wesley Roberts, Kenny Martin, Michelle Sherref, Zakeisha Smith, William Vanoy, Deborah L. Smith, Theresa Wagner, Stephen Henry

### **ATTENDANCE POLICY**

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

### **SICK DAYS**

1. 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 in certain situations death of a member of the immediate family. 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. For the purposes of this provision domestic partner will be treated as spouses.
2. Allocation. Sick leave for teachers shall be granted with full pay at the rate of one (1) day for each calendar month a teacher is employed, and shall be cumulative throughout his/her employment with MNPS or as prescribed under law. For the purposes of allocation of sick leave, the Presidency of the Association shall be considered a post of duty.

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

3. Uncompensated Sick Leave. See Leave without Pay.
4. Reinstatement of Sick Leave. The Board shall grant to any teacher employed or reemployed within two (2) years after termination 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.
5. Certification of Illness. Healthcare provider statement shall be filed with the appropriate leave administrator in Human Resources at the end of each period of illness if said period is of six (6) or more consecutive school days duration. Human Resources may require a healthcare provider statement for any number of days under six (6), or require second opinion. 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 Human Resources a statement from healthcare provider, certifying that he/she is able to resume his/her duties.
6. 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 without review for one year. Anything beyond one year would require review by the Executive Director of Benefits.
7. Use of Bereavement: See Bereavement Leave.

8. 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 healthcare provider.

#### **NON-INSTRUCTIONAL WORKDAYS**

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

#### **ASSOCIATION LEAVE**

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

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

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

#### **INSURANCE BENEFITS**

1. The Board of Education agrees to pay 75% of the insurance package. This agreement does not apply to life insurance beyond the amount deemed by the Internal Revenue Service as an allowable, non-taxable, employer-paid benefit.
2. The Board agrees to provide a \$50,000 life insurance benefit for all eligible teachers. Eligible teachers are regularly scheduled to work at least 18 hours per week.
3. Each certificated employee of the Board shall be covered by a \$500 death benefit under provisions of the Metropolitan Charter.

#### **EMPLOYEE ASSISTANCE PROGRAM**

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

#### **ASSOCIATION MEETINGS**

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

#### **COMPENSATION PLAN**

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

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

#### **TEACHER RIGHTS**

1. Reprimands and grievances shall be conducted in private.
2. An affected teacher, who is a member of a Professional Employee Organization (PEO) that is a party to this agreement, shall, however, have the right, in all such instances, to request the presence of a PEO representative

at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance, given a reasonable timeframe to allow the representative to attend.

3. Except in cases of alleged child abuse, workplace violence, or other emergencies, teachers will be notified of investigatory and disciplinary meetings at least 24 hours advance.
4. Teachers shall be afforded due process as prescribed by law to ensure that any adverse action shall be for just cause and can be dealt with fairly and equitably.
5. Any employee may appeal a reprimand to the supervisor of his/her principal/department head or up to the Community Superintendent.
6. PEO that is party to this agreement shall be notified immediately whenever a suspension is recommended to the Director. *MNPS shall continue to comply with Tennessee Code regarding teacher due process rights related to suspension and terminations.*
7. A tenured teacher dismissal hearing shall be held before an impartial hearing officer. *MNPS shall continue to comply with Tennessee Code regarding the appointment of an impartial hearing officer.*
8. Any complaints regarding an employee made to an administrator by a parent, student, or other person shall be processed according to HR 5.130 Complaints.
9. When issues arise, employees are encouraged to contact the PEO or the appropriate Human Resource Partner after discussing if unable to resolve the issue with his/her supervisor. Appropriate issues should be addressed with the Faculty Advisory Committee (FAC).

## **NATIONAL BOARD CERTIFICATION FOR TEACHERS, SCHOOL PSYCHOLOGISTS, SCHOOL COUNSELORS AND SPEECH/LANGUAGE THERAPISTS**

The national board certification supplemental pay will be paid at the rate of \$4,000 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 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.

## **COMPENSATION REVIEW**

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

## **GRIEVANCE PROCEDURES**

### **INFORMAL PROCEDURE**

If an employee 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 employee may declare that a grievance exists and the formal procedure invoked. (\*Note – if the grievance relates to a principal’s decision, and if the informal procedure is unsuccessful, the appropriate person to hear a Level 1 grievance is the Executive Director of School Support and Improvement [EDSSI].)

### **GRIEVANCE CONFERENCES**

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

### **FORMAL PROCEDURES**

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Level One</b>   | <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 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.</li><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 or the grievance conference (if one is requested) shall render a written decision to the grievant.</li></ul> |
| <b>Level Two</b>   | <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 within ten (10) work days after the decision at Level One.</li><li>• At the time of filing 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>                                                                                                                                                                                                                                                                                                                    |
| <b>Level Three</b> | <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>                                                                                                                                                                                                                                                                                                |

### **MISCELLANEOUS DETAILS**

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 on a non-precedent setting basis.
3. No grievance shall be recognized by the District unless it shall have been presented to the appropriate level in writing within forty (40) working days after the aggrieved person knew, or should have known, of the act or condition on which the grievance is based and if not so presented, the grievance shall be considered as waived.
4. Nothing in this document should be construed as denying any employee 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 provision 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 employee, the group of employees, with the assistance of the appropriate representative, may submit a collective grievance at the appropriate level.

### **WHAT IS A GRIEVANCE?**

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

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

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

### **PARENTAL LEAVE**

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

### **REOPENERS**

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

### **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) \$200 to each classroom teacher to be spent at the teacher's discretion based on state guidelines. The District agrees to reimburse each regular and special education classroom teacher, librarian, school counselor, social worker, psychologist, speech language pathologist and itinerant classroom teachers for purchase of instructional materials and supplies based on state guidelines and auditing procedures.

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 to the school \$100 per librarian, school counselor and other approved positions. English Learner itinerant classroom teachers, psychologist, speech language pathologist and other approved positions will have the "pooled" \$100 placed in a district account for the department to use.

See [BEP and New Teacher Money](#) Policy and [BEP/New Teacher Money](#) Policy for additional guidance and requirements.

## EXCEPTION PAY

The exception rate of pay shall be \$45 per hour (budget \$52.53/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 assignments.

See Professional Development Stipend Policy.

## OUTSIDE EMPLOYMENT

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

See [Outside Employment](#) Policy and the [Non-School Employment](#) Policy

## TOPIC: METHOD OF PAYMENT

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

## MILEAGE REIMBURSEMENT

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

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

1. Submit an approved Mileage Log/Report to the School or Department Timekeeper for mileage and parking expenses.
  - 1.1. The mileage reimbursement rate is the current rate allowed by IRS.
  - 1.2. Mileage reimbursement requests must be submitted monthly.
2. Parking receipts must be submitted. Reimbursement is limited to \$5.00 per day if receipts are not submitted.
3. Reimbursement will be included on the payroll check after receipt of the approved documentation.

Parking expenses less than \$25.00 may be reimbursed by submitting an approved Petty Cash Form and receipts to the Business Services Office. Expenses will be reimbursed in cash.

#### **TEACHER ATTENDANCE AT EVENTS**

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

#### **PARENT-TEACHER CONFERENCE DAY SCHEDULE**

An alternate Parent-Teacher 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 members are required to be present on the alternate days and times so parents may meet with all of the appropriate personnel without having to make multiple trips to school. Individually planned 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.

#### **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 of Schools shall establish a committee comprised of representatives from these groups. The committee shall meet and present their recommendations to the Director. MNEA will appoint a minimum of two teachers to the calendar committee.

#### **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 common planning and/or collaboration, preparation, grading papers, contacting parents/legal guardians, or other items connected with professional duties.

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

#### **PERSONNEL FILES**

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

No material of derogatory nature will be placed in the central office 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, his/her response may be attached to the material.

#### **PERSONNEL INFORMATION**

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

#### **CRIMINAL HISTORY RECORD CHECK**

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

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

#### **BACKGROUND CHECKS**

The District reserves the right to require any current employee to supply a fingerprint sample and submit to a complete criminal records check as set forth in the Criminal History Record Check policy, see Criminal History Record Check Policy. 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 Chief Human Resources and Talent Division Officer 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 teachers 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 an appropriate size. It is understood that problems of teacher dress shall be handled professionally between the education and his/her immediate supervisor\*.

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

Upon submission to the Chief Human Resources and Talent Division Officer 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 (\$1500). 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.

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

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

- A. It is prohibited for any employee to use or possess illegal controlled substances on or off duty.
- B. It is prohibited for any employee to use legal drugs in a manner which might interfere with the employee's performance of duties.
- C. Any employee found in violation of these provisions may be subject to disciplinary action.
- D. Employees will be subject to testing for alcohol and controlled substances according to the specific techniques and procedures described in this policy.
- E. Employees must notify their Department Head/Principal of any criminal drug statute conviction no later than the first work day following the conviction.
- F. Employees must report all arrests as provided in the Reporting Arrests.

#### **Classes of Employees**

- A. CDL Holders a. Employees holding a commercial driver's license as part of their job duties are subject to drug testing pursuant to a separate policy dictated by the U.S. Department of Transportation but are also subject to this policy.
- B. All Other Employees a. Employees who are not CDL holders are subject to reasonable suspicion testing. Tests Required Pre-appointment CDL Holders must consent to undergo drug testing at the time of the pre-employment/post-offer physical examination. Tests will be conducted after a provisional offer of employment has been made and before an employee performs a health or safety function for the first time.

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

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

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

### **Reasonable Suspicion**

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

### **How Tests Will Be Done**

#### **Alcohol**

Alcohol is defined as any food, beverage, mixture or preparation, including any medication, containing ethyl alcohol. Testing for the use of alcohol will be done using evidential breath testing (EBT) devices approved by the federal government. EBT devices determine the concentration of alcohol in the blood using a breath sample. An initial test will be conducted to determine the blood alcohol concentration (BAC). If the BAC is less than four-hundredths of one percent (.04%) by weight of alcohol in the blood, the test is considered negative. This is the standard for all employees although a CDL holder is not allowed to drive with a BAC greater than two-hundredths of one percent (.02%). If the BAC is four-hundredths of one percent (.04%) or greater, the test is considered positive and a second test will be conducted immediately after the initial test to confirm the result of the initial test. Metropolitan Nashville Public Schools Substance Abuse HC 5.105 3 reserves the right to order a blood test as additional confirmation in extraordinary situations.

#### **Controlled Substances**

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

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

#### **Notification of Results and Role of the MRO**

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

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

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

#### **Refusal to Test**

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

#### **Removal from Normal Duties**

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

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

### **Removal from Eligibility**

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

### **Rehabilitation and/or Disciplinary Action**

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

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

### **Re-test Provision**

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

### **Return to Work and Follow-up**

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

### **Operating Metro Equipment**

No employee shall be allowed to operate a Metro vehicle following a positive test for a minimum period of ninety (90) calendar days after presenting a negative return-to-work test. The same requirement shall apply to an employee whose license is suspended due to a DUI conviction, even if the employee is granted a restricted license. A Return to-Work Agreement is also required in such cases. If driving is an essential function of the position, the employee may be demoted until all restrictions are lifted.

### **Confidentiality**

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

### **Training Informational Program**

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

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

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

### **Revisions**

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

## **PROHIBITION OF EMPLOYEE HARASSMENT**

### **Policy Statement**

See [Employee Harassment](#) Policy. The Metropolitan Nashville Board of Public Education is committed to safeguarding the ability of all students and employees within the school system to learn and to work in an environment that is free from all forms of harassment and sexual harassment

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

### **Defining Harassment**

Harassment is a form of discrimination. Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973 require school districts to have officially adopted policy statements of nondiscrimination on the basis of sex, disability, national origin, race or any other covered area under law.

Specifically, sexual harassment is a form of sexual discrimination and consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct of a sexual nature when:

1. Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an employee's job, pay, or career;
2. Submission to or rejection of such conduct by an employee is used as a basis for career or employment decisions affecting that employee; and/or
3. Such conduct interferes with an employee's performance or creates an intimidating, hostile, or offensive environment.

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

### **Reporting Harassment**

See [Reporting Harassment](#) Policy

Any employee who believes that he/she is the victim of harassment or who witnesses harassment should report the harassment.

Employees may report harassment to any one or all of the following:

1. The employee's supervisor;
2. The supervisor of the offending person;
3. The principal of the employee's school or the head of the employee's department;
4. The Director of Employee Relations, and/or;
5. The Title IX Coordinator;
6. Any employee in a leadership role at MNPS.

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

Allegations of supervisor to employee harassment shall be fully investigated by the Human Capital Department and/or its designee. Confidentiality of employees, including supervisory employees, shall be maintained, to the extent possible, during any investigation of alleged sexual harassment. Supervisory employees found to have engaged in harassment shall be promptly and appropriately disciplined. Disciplinary action may be taken up to and including dismissal.

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

reports of harassment.

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

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

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

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

#### **Persons Covered**

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

#### **Employee Responsibilities:**

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

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

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

#### **Questions on Interpretation of this Policy**

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

#### **Responsibilities of the Supervisor**

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

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

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

#### **Conflicts of Interest**

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

No MNPS employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors or

parties to sub agreements. Such a conflict of interest arises when:

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

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

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

If the MNPS Director of Purchasing is involved in the reported conflict, the individual reporting the potential conflict should disclose it to the MNPS Chief Financial Officer. If appropriate, these disclosures and conflicts will be reported to the Metropolitan Attorney assigned to MNPS, who may determine whether additional actions or sanctions should be recommended or implemented. Under certain circumstances, it may be necessary for an individual to recuse himself or herself from participating in any actions related to a purchase or contract award where a conflict may exist.

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

Any circumstances or situations that present an actual conflict of interest, or the appearance of a conflict of interest, must be brought to the immediate attention of the employee's supervisor for investigation and appropriate action. Personnel responsible for reviewing and evaluating applications, proposals, or other documents related to awarding funds will be trained on this conflict of interest policy, including what a conflict of interest is and when it may arise.

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

### **Gifts**

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

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

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

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

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

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

- Loans from established financial institutions made in the ordinary course of business on usual and customary terms, so long as there are no guarantees or collateral given by any person described in this section;
- Unsolicited advertising materials of nominal value, including items considered "giveaways" at professional conferences, such as pens, pads, etc.;

- Meals not considered lavish (e.g. appetizer + entrée + sides + desert = less than \$35) related to or linked with business dealings;
- Food and refreshments of nominal value when they are part of the employee's participation in a charitable, civic, political or community event, which bears a relationship to the employee's office and the employee is attending in an official capacity.
- Admission to charitable, civic, political, or other public events.
- Refreshments or meals of nominal value provided at business meetings.
- Any employee who travels on business for MNPS may keep the points or travel awards earned as a result of the MNPS supported business travel.
- Transportation and/or lodging provided by a vendor when attending a public event.

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

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

### **Financial Interests**

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

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

No MNPS employee shall request or demand that any other person or entity make or offer to make any monetary contribution or other type of contribution of value to any campaign or to any political campaign committee in exchange for, or as a condition to, receiving some benefit from MNPS or any department, agency or official thereof, to the person or entity whose contribution is requested or demanded, or to the person making the request.

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

### **Use of Information**

No MNPS employee shall directly or indirectly:

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

### **Use of Government Property**

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

### **Other Ethical Responsibilities**

Individuals who prepare, approve, sign or submit E-rate applications, technology plans or other forms related to the E-rate program are subject to the requirements contained herein in addition to more stringent ethical requirements. For more information, see

Federal Communications Commission Regulations located at 47 C.F.R. § 54.503. Any questions about this policy, including advice for addressing or handling potential conflict of interest issues may contact the MNPS Director of Purchasing at (615) 259-8533.

## **TEACHER OF THE YEAR**

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

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

Teacher of the Year candidates must:

- Have a broad understanding of research-based models for effective teaching and of current trends and issues in education
- Be a facilitator of learning, skilled in implementing creative teaching strategies
- Be able to show evidence of positive teacher effect over time related to student achievement through formal and informal documentation
- Be able to explain, discuss and defend a personal philosophy of teaching
- Be poised, articulate, enthusiastic, and energetic
- Be an exceptionally dedicated, knowledgeable and skilled teacher
- Have a superior ability to teach and inspire in students a love of learning
- Be recognized as a leader in the community as well as in the school
- Show active involvement and leadership in professional development and extracurricular activities
- Inspire students of all backgrounds and abilities to learn
- Have the respect and admiration of students, parents and colleagues

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

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

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

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

## **SMOKING**

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

## **REPORTING ARREST OR CRIMINAL CITATION**

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

## LIGHT DUTY

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

## VACATION: TEN-MONTH TEACHERS

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 part of the teacher's bi-weekly regular salary 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

## VACATION: TWELVE-MONTH CERTIFICATED EMPLOYEES)

Certificated employees on a twelve (12) month contract hired or promoted into a position on or 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                   |

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

## 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, sick leave shall be used. Bereavement Leave is not cumulative.

For the purpose of bereavement leave, "immediate family" is defined differently than regarding sick leave, 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 any other person living in the home as a member of the family at the time of death. For the purposes of this provision domestic partner will be treated as spouses.

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.

## PERSONAL LEAVE

All certificated employees shall be eligible for Personal Leave. The number of days available is based 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**                      |

*\*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

in-service days, conference day or during any prior established student examination period this privilege shall not be allowed unless recommended by the principal and approved by the appropriate administrator. Personal Leave during the time indicated above will not be granted except for an emergency or unusual circumstance.

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

No more than one (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 as decided by the principal or immediate supervisor, 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 Chief Officer.

### **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 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 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:

- a) Leave of absence shall be request in writing.
- b) Leave of absence may be arranged for less than a school semester.
- c) 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 LEAVE**

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. Teachers must have at least a “3” on their TEAM composite score to be eligible for this leave. The Director of Schools may grant employees special leave with pay and/or actual expenses to attend professional conferences, conventions, short school visits, or to visit other cities in the interest of the public schools upon the recommendations of the department head/principal. Such employees shall properly complete an expense allowance form as prescribed by the District.

### VOTING LEAVE

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

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

### COURT APPEARANCE LEAVE

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

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

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

Written evidence of required court appearance shall be filed with the timekeepers and submitted to the E-time and Compensation Services Department 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.

### HOLIDAYS

Teachers will have holidays according to the following schedules:

#### Twelve- Month Employees

|                        |                |                                        |
|------------------------|----------------|----------------------------------------|
| New Year's Day         | 1 day          | January 1 or as observed               |
| Martin Luther King Day | 1 day          | Third Monday in January                |
| Spring Holiday         | 1 day          | To be determined                       |
| Memorial Day           | 1 day          | Last Monday in May                     |
| Independence Day       | 1 day          | July 4 or as observed                  |
| Labor Day              | 1 day          | First Monday in September              |
| Veterans Day           | 1 day          | November 11 or as observed             |
| Thanksgiving           | 2 days         | Fourth Thursday and Friday in November |
| Winter Break           | <u>3 days</u>  | To be determined                       |
| <b>Total</b>           | <b>12 days</b> |                                        |

#### Eleven-Month and School Year Teachers

|                        |               |                                        |
|------------------------|---------------|----------------------------------------|
| Labor Day              | 1 day         | First Monday in September              |
| Veterans Day           | 1 day         | November 11 or as observed             |
| Thanksgiving           | 2 days        | Fourth Thursday and Friday in November |
| Martin Luther King Day | 1 day         | Third Monday in January                |
| Spring Holiday         | <u>1 days</u> | To be determined                       |
| <b>Total</b>           | <b>6 days</b> |                                        |

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

Holidays that fall on Saturday will be observed on Friday by those teachers.

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

Any employee who is absent without approved paid leave on the working day immediately preceding or following a holiday shall

lose pay for the holiday as well as for the other days used immediately before and after the holiday.

## **LEAVE WITHOUT PAY**

### **Educational Leave without Pay**

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

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

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

### **MNPS Charter School Employment**

Teachers with five (5) years or more of service may apply for leave without pay for one (1) year, while working at an MNPS approved Charter School. The application will be forwarded to the Director of Schools for consideration if the Chief Human Resources and Talent Division Officer 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. Teacher is only entitled to leave under this provision one time in a rolling five (5) year period.

### **Other Leave**

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

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

The application will be forwarded to the Director of Schools for consideration if the Chief of Human Resources and Talent Division 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. Teacher is only entitled to leave under this provision one time in a rolling five (5) year period.

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

### **ATTENDANCE:**

See Attendance Policy.

## **VOLUNTARY WORKSHOPS AND TRAINING ACTIVITIES**

All voluntary workshops and training activities beyond the regular school day will be compensated at daily rate for a 7.5-hour day, effective 7/1/18. See [Professional Development Stipend Policy](#).

## **INCLEMENT WEATHER**

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

## **TEACHERS COVERING A CLASS FOR ANOTHER TEACHER**

Any teacher covering a class because the system is unable to provide a substitute 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 highest substitute rate will be divided evenly among all teachers receiving students.

## **DEFINITIONS**

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

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

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

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

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

## **CONCERNS RELATED TO MEETINGS AND WORKDAY**

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

## **WORKDAY**

All teachers shall be present at their respective schools seven and one-half (7 1/2) hours each school day. This accounts for the seven-hour instructional day and arrival and departure based on the needs of the students.

## **FACULTY MEETINGS**

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

2. By the end of the first week of school, the faculty, in collaboration with the principal and/or department head, shall determine the regular schedule and purpose for faculty meetings. Sound professional judgment in scheduling and conducting faculty meetings shall be used. Reasonable notice and an agenda shall be provided except in urgent situations.
3. Regular faculty meetings shall adhere to the following conditions except in urgent situations:
  - a. A maximum of four meetings per calendar month may be held.
  - b. Faculty meetings shall not exceed two (2) hours during a calendar month.
  - c. Meetings held after the end of the student school day shall start within fifteen (15) minutes after the student dismissal time. Meetings held before the student school day shall end at least five (5) minutes before the student arrival time.
  - d. No meeting shall exceed one (1) hour in length. If a meeting is to be held for an hour, the principal shall give the faculty a forty-eight (48) hour advance notice.
  - e. Items of school-wide interest submitted by members of the faculty to the principal at least three school days in advance of a meeting shall be placed on the agenda. This shall not preclude other items of school-wide interest submitted by the faculty from being discussed.
  - f. Morning meetings shall not be scheduled on Mondays or on any day immediately following any holiday or other day during which teacher attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding any holiday or other day during which teacher attendance is not required in school.
  - g. No teacher shall be required to attend a vendor presentation with no instructional purpose.

#### **OTHER MEETINGS**

1. Other meetings, which may or may not include the majority of the faculty, can be held beyond the seven and one-half (7 ½) hour workday to collaboratively improve the school.
2. School administration in collaboration with the faculty, shall determine the schedule and purpose for other meetings. Sound professional judgment in scheduling and conducting other meetings shall be used. Reasonable notice and an agenda shall be provided.
3. These meetings shall adhere to the following conditions:
  - a. Other meetings scheduled outside the instructional day may include, but are not limited to, vertical team, School Improvement Plan, accreditation, Professional Learning Communities, and other committee meetings
  - b. A maximum of two (2) meetings per calendar month may be held.
  - c. Other meetings shall not exceed one (1) hour total during a calendar month.
  - d. Meetings held after the end of the student school day shall start within fifteen (15) minutes after the student dismissal time. Meetings held before the student school day shall end at least five (5) minutes before the student arrival time.
  - e. Morning meetings shall not be scheduled on Mondays or on any day immediately following any holiday or other day during which teacher attendance is not required at school. Afternoon meetings shall not be called on Fridays or any day immediately preceding any holiday or other day during which teacher attendance is not required in school.

#### **ACADEMIC FREEDOM**

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

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

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

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

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

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

### **Tennessee Teacher Code of Ethics**

#### **49-5-1003. Educator's obligations to students.**

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

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

- (1)** Not unreasonably restrain the student from independent action in the pursuit of learning;
  - (2)** Not unreasonably deny the student access to varying points of view;
  - (3)** Not deliberately suppress or distort subject matter relevant to the student's progress;
  - (4)** Make reasonable effort to protect the student from conditions harmful to learning or to health and safety;
  - (5)** Not intentionally expose the student to embarrassment or disparagement;
  - (6)** Not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background or sexual orientation unfairly:
    - (A)** Exclude any student from participation in any program;
    - (B)** Deny benefits to any student; or
    - (C)** Grant any advantage to any student;
  - (7)** Not use professional relationships with students for private advantage; and
  - (8)** Not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.
- [Acts 2010, ch. 916, § 1.]

#### **49-5-1004. Educator's obligations to the education profession.**

**(a)** The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service. In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

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

- (1)** Deliberately make a false statement or fail to disclose a material fact related to competency and qualifications in an application for a professional position;
- (2)** Misrepresent the educator's professional qualifications;
- (3)** Assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute;

- (4) Knowingly make a false statement concerning the qualifications of a candidate for a professional position;
- (5) Assist a non-educator in the unauthorized practice of teaching;
- (6) Disclose information about colleagues obtained in the course of professional service unless the disclosure serves a compelling professional purpose or is required by law;
- (7) Knowingly make false or malicious statements about a colleague; and
- (8) Accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions. [Acts 2010, ch. 916, § 1.]

## **FACULTY INVOLVEMENT IN DECISION-MAKING PROCESS**

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 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.

## **FACULTY ADVISORY COMMITTEE**

**Establishment.** Teachers may create a Faculty Advisory Committee (FAC) for the purpose of establishing and maintaining positive relationships and communications among the faculty, staff, and administration as well as creating a positive culture and climate through shared leadership. The committee shall also serve as the vehicle by which the faculty may propose changes in existing policies and practices. The proposed changes will be discussed between the FAC and Principal. The FAC will communicate resolutions to the faculty.

**Election and Term.** A three (3) member volunteer nominating committee shall convene for the purpose of nominating non-supervisory prospective members for the FAC. The Nominating Committee shall solicit the names of nominees from each department/grade level/content area for inclusion on a ballot. All faculty members within the school are eligible to vote for and hold membership on the committee. Voting shall be conducted by secret ballot within two weeks of the initial solicitation of nominees. Ballots shall be returned to and tabulated by the Nominating Committee. The committee shall have been elected by September 15 and will organize by October 1 of the school year. At the first meeting, a chair, vice-chair, and a secretary shall be elected.

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

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

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

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

## **TEACHER SALARY**

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

## **PAYROLL DEDUCTIONS**

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

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

**Deductions.** MNPS compensates certain exempt executive, administrative and professional employees on a guaranteed salary basis. Deductions from these salaries may only be made in full-day or half-day increments when the employee absents himself/herself for personal reasons, for sickness when his/her bona-fide sick leave plan has been exhausted, for disciplinary reasons or infractions of major safety or conduct rules, or in initial or terminal weeks. It is MNPS policy not to make any improper salary deductions based on variations in quantity or quality of work done. Any salaried exempt employee who believes that an improper deduction was made from his/her salary may file a written complaint with Human Resources over such deduction. Human Resources will conduct an investigation into the deduction to determine if it was improper. If it is found that the deduction was improper, the amount of the deduction will be reimbursed to the employee as soon as possible and MNPS will ensure that such deduction is not made in the future from any exempt employee's salary.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE METROPOLITAN NASHVILLE  
PUBLIC SCHOOLS AND PUBLIC SERVICE WORKERS UNION, SERVICE EMPLOYEES  
INTERNATIONAL UNION LOCAL 205**

This Memorandum Of Understanding ("MOU") is made and entered into this the 21<sup>st</sup> day of December, 2017 (the "Commencement Date"), by and between the METROPOLITAN NASHVILLE PUBLIC SCHOOLS ("MNPS") and the Service Employees International Union Local 205 ("SEIU") (collectively, the "Parties").

This MOU is a non-exclusive and non-binding agreement designed to assure harmonious relations between the Director of Schools and SEIU. While the MOU is not an enforceable contract, it represents the understanding between SEIU and the Director of Schools. By signing this document, the Parties indicate their commitment to abide by the MOU as a policy of MNPS until such time as either party terminates or notifies the other of an interest in modifying the agreement with written notice to the other party. If either party wishes to modify the agreement the parties will meet to discuss modifications as soon as practicably possible.

WHEREAS, the Parties are mutually committed to providing the best services possible to the Citizens of Metropolitan Nashville and the children entrusted to our care; and

WHEREAS, the Parties enter this non-binding and non-exclusive MOU for the purpose of establishing a harmonious and cooperative relationship.

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

**Article 1  
INFORMATION**

To the extent allowed by law, MNPS will provide the SEIU with a database list of all eligible workers in departments represented by the SEIU. The list will contain the following information, each employee's: name, employee number, job title, and date in current position, date of hire, department, school, race, gender and hourly rate of pay, and annual salary. Upon request, MNPS will provide an updated list every three months to the SEIU including a list of employees who have been terminated. Additional listings or requests for relevant information may also be made in writing to the MNPS Chief Human Resources Officer for review and appropriate.

## **Article 2 RIGHT TO REPRESENTATION**

Employees shall have the right to the presence of representation of his/her choosing, including a SEIU Representative in accordance with the rules of MNPS, at reprimand or grievance conferences, or at a meeting with the Chief Human Resources Officer or his/her designee after receiving a formal notice of pending discipline such as suspension without pay, demotion, or termination.

## **Article 3 ACCESS TO SCHOOL PROPERTY**

Authorized representatives of the SEIU shall have visitation rights to all areas of employment so long as it does not hinder or interfere with the operations of MNPS, or any individual school / cluster. Such visits shall be for the purpose of investigating grievances and disciplinary actions, conferring with officials of MNPS at mutually-agreeable times/places, and ensuring compliance with the policies of MNPS. The SEIU shall also be allowed to meet with employees before or after regularly scheduled working hours, and during meal periods so long as such meetings do not hinder or interfere with the operation of MNPS or any individual school / cluster. If MNPS reasonably believes that any such meetings are becoming a disruption to these operations, then MNPS will notify the SEIU by any means reasonably calculated to provide notice to the SEIU (including electronic means) that such meetings should cease until further notice. The Parties shall then meet to discuss the concerns as soon as practicably possible for the Parties, to make sure the terms of this Article are being followed.

MNPS agrees that its officers, managers and supervisory personnel will accommodate all reasonable requests for such visitation and will not act to hinder, harass, or intimidate the SEIU's authorized representatives during the course of such visitation.

The SEIU will notify the appropriate principal, manager, or designee of such visit in advance whenever possible and, in any event, will report his/her presence and purpose first to the supervisor or school office.

SEIU staff assigned to MNPS shall be issued identification badges by management.

The SEIU may also hold 15-minute meetings once every quarter at the beginning or end of the scheduled shift, at reporting locations, designated as the site where employees in the Maintenance Department and Central Services clock in and out. Such meetings shall be coordinated with the department head/designee in advance to assure they do not disrupt operations. The SEIU may request the opportunity to hold such meetings in other departments, and MNPS and the SEIU will meet and confer over such requests.

**Article 4**  
**BULLETIN BOARD AND ACCESS TO SCHOOL MAIL**

The SEIU shall have the right to place notices on an SEIU bulletin board located next to the staff bulletin boards. Bulletin boards may be used only for the following notices:

- a. Recreational and social affairs of the SEIU;
- b. Notices of SEIU meetings;
- c. SEIU elections;
- d. Reports of SEIU committees;
- e. Rulings on policies of the SEIU; and
- f. SEIU newsletters.

All schools shall have appropriately located support personnel bulletin boards or other appropriate display areas for both administration and SEIU business.

The SEIU shall also be permitted to distribute the same kinds of information through the MNPS mail system once a quarter.

All posted or distributed materials are to be signed and/or initialed by the SEIU's President or designated representative, and a copy forwarded to the Executive Director of Employee Relations. Any violation of this section by the SEIU shall entitle MNPS to immediately remove the materials that are in violation from the bulletin boards and to deny the SEIU the right to distribute that information through the MNPS mail system.

**Article 5**  
**ORIENTATION & IN-SERVICE MEETINGS**

MNPS employees and staff designated by the SEIU will have the right to make a presentation during MNPS new hire orientation programs. MNPS, along with the SEIU's input, will determine the amount of time allotted and the time of the SEIU's presentation. The SEIU may also set up a table or booth in a space designated by MNPS during new hire orientation programs. MNPS will provide the SEIU with the orientation schedule at least 30 days in advance, or as quickly as practicable after the orientation schedule has been set if it is less than 30 days. The SEIU shall also have allotted time on the agenda of in-service meetings. The SEIU will coordinate with the appropriate department manager regarding the in-service meeting schedule.

## Article 6 PAYROLL DEDUCTIONS

Upon the written authorization of any participating employee, on forms provided by the representative organization, the Director through his/her designee should forward such forms on to Metro's payroll department to deduct from the payroll of the employee the amount of dues as certified by the representative organization, and deliver the same to the designated official of the representative organization. Such payroll deduction should remain in effect unless and until an employee submits a written revocation with the employee's handwritten signature to Metro's payroll department. If an employee requests Metro's payroll department to revoke their payroll deduction, Metro's payroll department will inform the employee that he/she should speak with the representative organization prior to submitting a request for revocation. Metro's payroll department will provide courtesy information to SEIU related to all requests for revocation of dues. Metro payroll will not continue to withhold payroll deductions for SEIU dues over the employee's written objection, with the employee's handwritten signature, to Metro's payroll department.

For the non-certificated employee represented by SEIU at the time policy EE-18 became effective, Metro's payroll department should automatically continue deducting dues for the organization from the payroll of any employee who previously authorized such deduction and did not revoke his/her authorization.

## Article 7 MEET AND CONFER

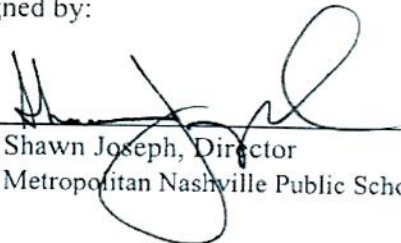
Upon the SEIU's request, at a mutually-agreeable time and place, appropriate representatives of MNPS shall meet and confer with the SEIU in good faith, on matters relating to working conditions and other terms and conditions of employment.

MNPS will give the SEIU written advance notification of a proposed elimination of a job classification that is eligible for SEIU representation or a proposed change in the duties and/or responsibilities to such job classifications that may impact the eligibility for employment in that classification. After being notified, the SEIU may request that MNPS meet and confer over the proposed change before any final decision is made. If a meeting is requested, MNPS and the SEIU shall promptly meet and confer at a mutually-agreeable time and place to address the SEIU's concerns. However, MNPS retains final decision-making authority if agreement is not reached.

MNPS shall provide notice to the SEIU of its annual budget cycle.

In all matters of representation, the Parties shall act in a timely manner with exchange of proposals in a reasonable period of time. All discussions will be conducted in good faith and in a professional manner by the Parties, and the Parties shall attempt to seek agreement in a reasonable period of time.

Signed by:

  
Shawn Joseph, Director  
Metropolitan Nashville Public Schools

  
Brad Rayson, President  
SEIU Local 205

**MEMORANDUM OF UNDERSTANDING BETWEEN THE METROPOLITAN NASHVILLE  
PUBLIC SCHOOLS AND UNITED STEELWORKERS, DISTRICT 9**

This Memorandum Of Understanding ("MOU") is made and entered into this the 7 day of February, 2018 (the "Commencement Date"), by and between the METROPOLITAN NASHVILLE PUBLIC SCHOOLS ("MNPS") and the United Steelworkers ("USW") (collectively, the "Parties").

This MOU is a non-exclusive and non-binding agreement designed to assure harmonious relations between the Director of Schools and USW. While the MOU is not an enforceable contract, it represents the understanding between USW and the Director of Schools. By signing this document, the Parties indicate their commitment to abide by the MOU as a policy of MNPS until such time as either party terminates or notifies the other of an interest in modifying the agreement with written notice to the other party. If either party wishes to modify the agreement the parties will meet to discuss modifications as soon as practicably possible.

WHEREAS, the Parties are mutually committed to providing the best services possible to the Citizens of Metropolitan Nashville and the children entrusted to our care; and

WHEREAS, the Parties enter this non-binding and non-exclusive MOU for the purpose of establishing a harmonious and cooperative relationship.

NOW, THEREFORE, the Parties hereby agree as follows:

**Article 1  
INFORMATION**

To the extent allowed by law, MNPS will provide the USW with a database list of all eligible workers in departments represented by the USW. The list will contain the following information, each employee's: name, employee number, job title, and date in current position, date of hire, department, school, race, gender and hourly rate of pay, and annual salary. Upon request, MNPS will provide an updated list every three months to the USW including a list of employees who have been terminated. Additional listings or requests for relevant information may also be made in writing to the MNPS Chief Human Resources Officer for review and appropriate.

**Article 2  
RIGHT TO REPRESENTATION**

Employees shall have the right to the presence of representation of his/her choosing, including a USW Representative in accordance with the rules of MNPS, at reprimand or grievance conferences, or at a meeting with the Chief Human Resources Officer or his/her designee after receiving a formal notice of pending discipline such as suspension without pay, demotion, or termination.

**Article 3  
ACCESS TO SCHOOL PROPERTY**

Authorized representatives of the USW shall have visitation rights to all areas of employment so long as it does not hinder or interfere with the operations of MNPS, or any individual school / cluster. Such visits shall be for the purpose of investigating grievances and disciplinary actions, conferring with officials of MNPS at mutually-agreeable times/places, and ensuring compliance with the policies of MNPS. The USW shall also be allowed to meet with employees before or after regularly scheduled working hours, and during meal periods so long as such meetings do not hinder or interfere with the operation of MNPS or any individual school / cluster. If MNPS reasonably believes that any such meetings are becoming a disruption to these operations, then MNPS will notify the USW by any means reasonably calculated to provide notice to the USW (including electronic means) that such meetings should cease until further notice. The Parties shall then meet to discuss the concerns as soon as practicably possible for the Parties, to make sure the terms of this Article are being followed.

MNPS agrees that its officers, managers and supervisory personnel will accommodate all reasonable requests for such visitation and will not act to hinder, harass, or intimidate the USW's authorized representatives during the course of such visitation.

The USW will notify the appropriate principal, manager, or designee of such visit in advance whenever possible and, in any event, will report his/her presence and purpose first to the supervisor or school office.

USW staff assigned to MNPS shall be issued identification badges by management.

The USW may also hold 15-minute meetings once every quarter at the beginning or end of the scheduled shift, at reporting locations, designated as the site where employees in the Maintenance Department and Central Services clock in and out. Such meetings shall be coordinated with the department head/designee in advance to assure they do not disrupt operations. The USW may request the opportunity to hold such meetings in other departments, and MNPS and the USW will meet and confer over such requests.

#### **Article 4 BULLETIN BOARD AND ACCESS TO SCHOOL MAIL**

The USW shall have the right to place notices on an USW bulletin board located next to the staff bulletin boards. Bulletin boards may be used only for the following notices:

- a. Recreational and social affairs of the USW;
- b. Notices of USW meetings;
- c. USW elections;
- d. Reports of USW committees;
- e. Rulings on policies of the USW; and
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All schools shall have appropriately located support personnel bulletin boards or other appropriate display areas for both administration and USW business.

The USW shall also be permitted to distribute the same kinds of information through the MNPS mail system once a quarter.

All posted or distributed materials are to be signed and/or initialed by the USW's President or designated representative, and a copy forwarded to the Executive Director of Employee Relations. Any violation of this section by the USW shall entitle MNPS to immediately remove the materials that are in violation from the bulletin boards and to deny the USW the right to distribute that information through the MNPS mail system.

#### **Article 5 ORIENTATION & IN-SERVICE MEETINGS**

MNPS employees and staff designated by the USW will have the right to make a presentation during MNPS new hire orientation programs. MNPS, along with the USW's input, will determine the amount of time allotted and the time of the USW's presentation. The USW may also set up a table or booth in a space designated by MNPS during new hire orientation programs. MNPS will provide the USW with the orientation schedule at least 30 days in advance, or as quickly as practicable after the orientation schedule has been set if it is less than 30 days. The USW shall also have allotted time on the agenda of in-service meetings. The USW will coordinate with the appropriate department manager regarding the in-service meeting schedule.

#### **Article 6 PAYROLL DEDUCTIONS**

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For the non-certificated employee represented by USW at the time policy EE-18 became effective, Metro's payroll department should automatically continue deducting dues for the organization from the payroll of any employee who previously authorized such deduction and did not revoke his/her authorization.

#### **Article 7 MEET AND CONFER**

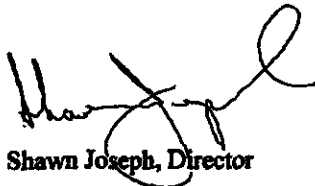
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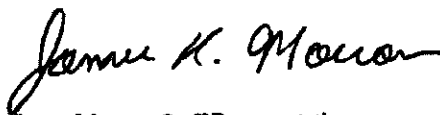
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In all matters of representation, the Parties shall act in a timely manner with exchange of proposals in a reasonable period of time. All discussions will be conducted in good faith and in a professional manner by the Parties, and the Parties shall attempt to seek agreement in a reasonable period of time.

Signed by:



Shawn Joseph, Director  
Metropolitan Nashville Public Schools



James Morrow, Staff Representative  
USW District 9

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