

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Maury County Board of Education, (hereinafter referred to as the “Board”), and the professional educators of the Maury County Public Schools (hereinafter referred to as the “Professional Educators”), as represented Maury County Education Association, the duly appointed representative of the Professional Educators pursuant to the Professional Educators Collaborative Conferencing Act of 2011. The following provisions shall be effective for a term of two (2) years from the date of execution of this instrument:

ARTICLE I INSURANCE/BENEFITS

Section 1 - Health and Major Medical Coverage

The Board shall participate in the State of Tennessee Teacher Group Insurance Program.

- A. The Board shall pay that portion of the premium for individual coverage (55%) for active full time employees (30 hours or more worked per week) which remains after the state payment for individual coverage (45%) is applied so as to cover 100% of the individual premium cost.
- B. Family coverage shall be available to active full time employees with the employees paying the difference between the individual premium and the family premium through payroll deduction with the state paid premium applied. Maury County Public Schools may pay a portion of the family premium for covered employees.
- C. The health insurance benefits for an employee who resigns will continue in compliance with rules established by the Local Education Group Insurance Program. (Unused prepaid family premiums will be refunded to the former employee.)
- D. If the active full time employee is laid off due to abolition of position, or released from employment, the Board will continue to pay health insurance premiums at the same rate as when employed for a period not to exceed three (3) months. At the end of this three-month period, COBRA is available through the State of Tennessee Teacher Group Insurance Program, with the employee assuming the entire cost. The premium is paid directly to the insurance company. The maximum benefit through COBRA is eighteen (18) months.
- E. A full-time employee on a board approved unpaid leave of absence (has exhausted his/her accumulated sick and/or vacation leave days or requested an unpaid leave) may continue family coverage for up to a maximum of ninety (90) calendar days (exception: Family and Medical Leave, see Article VII). The full-time employee’s individual coverage will be paid by the Board for a maximum of ninety (90) calendar days (exception: Family and Medical Leave, see Article VII). Extension of health insurance coverage is available through the State of Tennessee Teacher Plan with the full-time employee on board approved unpaid leave of absence assuming the

entire cost. Payment must be made directly to the insurance company. This applies for a period not to exceed two years. At the end of this two-year period, if the leave is approved by the Board for extension, COBRA is available through the State of Tennessee Teacher Group Insurance Program with the employee assuming the entire cost. The premium is paid directly to the insurance company. The maximum benefit through COBRA is eighteen (18) months.

- F. The Board shall pay directly to Tennessee Consolidated Retirement System annually the same individual health insurance premium as for other active full-time employees until the full-time employee reaches age 65, providing that:
1. The full-time employee is eligible for retirement under the eligibility standards as set by Tennessee Consolidated Retirement System.
 2. The employee is between the age of 55 and the age at which he/she becomes eligible for Medicare or has at least thirty (30) years service in the Tennessee Consolidated Retirement System.
 3. For employees hired prior to July 1, 2012, ten (10) years of the above service must have been in the Maury County School System. For employees hired after June 30, 2012, fifteen (15) years of the above service must have been in the Maury County School System.

And one of the two (2) following options:

4. The employee has at least ten years of creditable service with the state or a participating local education agency and at least three (3) years of continuous insurance coverage in the plan immediately prior to retirement. The date of retirement must immediately follow the employee's date of final termination from employment.
5. The employee has at least 20 or more years of creditable service with the state or a participating local education agency and at least one year of continuous insurance coverage in the plan immediately prior to retirement. The period of time between the employee's final termination date and the retirement date may be up to five (5) years.

Active full time employees who are eligible to continue insurance upon retirement shall be permitted to pay the difference between individual coverage and family coverage on a monthly basis until they reach the age of 65. The premium must be paid directly to the State of Tennessee, Tennessee Consolidated Retirement System.

Section 2 - Life Insurance

The Board shall provide a group life insurance policy for all active full-time employees at no cost to the employee. The life insurance shall be \$50,000 life and dismemberment and an additional \$50,000 for accidental loss of life. The amount of the Principal Sum will be: 1) reduced by thirty-five (35%) percent of the pre-age seventy (70) amount at age seventy (70); and 2) further reduced by thirty-two (32%) percent of the pre-age seventy (70) amount at age seventy-five (75). Compensation for dismemberment shall be provided in accordance with the schedule established with the insurance carrier. No group life or accidental death and dismemberment policy shall be negotiated with any carrier which exceeds the percentage reductions reflected in this article.

Section 3 - Disability Insurance

The Board shall make available to the active full-time employee a long term disability insurance policy with no less than the following benefits:

- A. Sixty-six and two-thirds (66 2/3%) percent of basic monthly earnings not to exceed the maximum monthly benefit.
- B. The maximum monthly benefit is \$5,000.
- C. Full-time employees must be disabled sixty (60) calendar days before becoming eligible for disability payments.

Section 4 - Liability Insurance

All active employees shall be covered by Board financed liability insurance covering job-related performance of duties in accordance with existing insurance policies.

Section 5 - Workers' Compensation

The Board shall provide workers' compensation coverage for each active employee at no expense to the employee.

Section 6 - Dental Insurance

The Board shall provide at no expense to each full-time employee a dental insurance plan of \$1,000.00 (one thousand) per policy year, per covered individual. Family coverage shall be available to full-time employees with the employee paying the difference between the individual premium and the family premium through payroll deduction. This plan shall be through the State of Tennessee.

Section 7 - Vision Care Insurance

The Board shall provide each employee and his/her immediate family an opportunity to participate in a vision care insurance plan. The entire premium shall be paid by the employee through payroll deduction.

Section 8 - Annuity

The Board shall provide payroll deductions for any of the annuity plans having at least forty (40) participants. This includes the 457 Deferred Compensation Programs. Payroll deductions presently being deducted will be continued.

Section 9 - Cafeteria Plan

The Board will maintain a benefit program under Section 125 of the Internal Revenue Service Code.

Section 10 - Selection of Carriers

The Professional Educators shall select for Board approval the carrier and scope of the Section 125 plan. The scope and carrier shall remain in effect until mutual agreement is reached between the Board and the Professional Educators to change.

Section 11 - Enrollment

Each new employee shall contact the Board's central administrative personnel office regarding completion of insurance applications and enrollment forms (within thirty-one (31) calendar days of employment for health insurance).

Section 12 - Employee's Child(ren) Placement and Tuition Discount

An employee may take his/her child(ren) out of zone to the school which is the employee's work site or to any school in the same feeder system as the employee's work site (example: Baker, Whitthorne, Central High School). Provided however, no in-zone student shall be displaced by the employee's child(ren) in the respective school(s).

An employee whose primary residence is in another county shall be eligible for a tuition discount of fifty (50) percent of the current rate per child per school year. Validated paid Maury County property taxes shall be deducted from the tuition also.

**ARTICLE II
PAY AND TRAVEL REIMBURSEMENT**

Section 1 - Pay Periods and Methods of Payment

Each teacher shall be paid in twenty (20) equal installments on the 15th and the last day of each month (August 15 through May 31).

An employee shall receive his/her check (stub) at his/her regular work location and on regular school days. An employee will have his/her check directly deposited to his/her account at a participating financial institution. (Exception: summer pay stubs will be distributed from the Central Office.)

When a pay date falls on or during a weekend or an approved holiday, employees shall be paid on the last business day prior to the weekend or approved holiday.

Each administrator shall be paid in twenty (20), twenty-two (22), or twenty-four (24) equal installments on the 15th and the last day of each month. Administrators' summer pay stubs will be distributed through the Central Office.

Section 2 - Confidentiality of Paychecks

The building principal or his/her designee shall be responsible for distributing paychecks and W-2 forms in such a manner so as to protect the privacy of the employee. Upon written authorization, an employee may permit another individual to receive his/her paycheck.

Section 3 - Vacation and Holidays

A. Vacation

Full-time teachers shall earn ten (10) vacation days per year as per the Board-approved school calendar. Part-time teachers' vacation accrual will be pro-rated. Vacation days are incorporated into the Board-approved school calendar.

B. Holidays

Thanksgiving Day and Christmas Day are paid holidays for all employees. These holidays, which are two (2) of the four (4) discretionary days, shall not accumulate from one year to another.

Section 4 - Travel Reimbursement

Expenses for travel will be reimbursed when the travel is related to and/or required of the regular teaching/administrative assignment and shall be authorized by the Director. Reimbursement will be made at the current state rate.

Section 5 - Unused Sick Leave Pay

For employees hired prior to July 1, 2012, upon retirement from the school system, an employee shall be paid fifty (50) dollars per day for unused sick leave. For employees hired after June 30, 2012, upon retirement from the school system and employee shall be paid fifty (50) dollars per day for unused sick leave earned only in the Maury County Public School System. This payment shall be made after the employee's retirement has been approved by the Tennessee Consolidated Retirement System. Letter of intent to retire must be submitted to the Human Resources Department not later than June 1st of the current school year in order to receive payment by the following August 1st. An employee's letter of intent received after June 1st of the current school year shall be paid not later than the following December 31st. Should an extreme circumstance arise which requires the employee to give notice of retirement after the June 1st deadline, upon approval of the Director of Schools, every effort shall be made to pay the employee by the following August 1st.

Upon the death of an employee, the employee's beneficiary, surviving spouse or estate will be paid fifty (50) dollars per day for unused sick leave.

ARTICLE III LEAVES OF ABSENCE

General Procedures

In the event that an employee's circumstances require him/her to request a leave of absence with or without pay, to use accumulated sick leave, or to take personal/professional leave, the employee must follow the procedures outlined in this article.

All employees must complete a "Request for Leave of Absence" form if one or more of the following conditions applies:

1. The absence is expected to be of more than two (2) weeks' duration even though the employee has enough accumulated sick and/or personal/professional leave to cover the absence.
2. The employee has exhausted his/her accumulated sick and/or personal/professional leave and will be absent from work.
3. The employee requests leave without pay (no matter how many days are requested).

Employees shall complete the above mentioned form in advance of the needed leave, or as soon as practicable in the case of an emergency. Physician's statements may be required for some types of leaves. Under no circumstance will leave be charged to any employee for full or partial days the employee is absent when the employee's normal duty station is closed.

The leave of absence must be approved by the Director in accordance with Board policy, negotiated contract or applicable state or federal law within fifteen (15) days of receipt of request. He/She may approve or deny the requested leave without establishing precedent. No leave shall be denied for arbitrary or capricious reasons.

If an employee utilized FMLA leave for a serious illness and/or accommodations must be made to meet the essential functions of the job or comply with the Americans with Disabilities Act, a statement from the health care provider may be required.

Section 1 - Sick Leave

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

Each employee's monthly paycheck shall include an accounting of accumulated sick leave days.

Sick leave shall be charged in one-half (1/2) day increments. The Board and the Professional Educators agree to maintain a sick leave bank in accordance with applicable state law.

After request, approval, and use of sick or uncompensated leave, an educator may not substitute unused personal leave in an effort to establish eligibility for the award.

Personal, Bereavement and Professional leave days shall not count against perfect attendance for this incentive.

Section 2 - Temporary Leaves of Absence

A. Personal/Professional Leave

Each employee shall be allowed a total of two (2) days of paid leave per school year employed, non-accumulative, for personal/professional leave.

Personal leave is intended to be used for personal reasons. Subject to the following conditions, personal leave can be taken at the discretion of an employee who shall not be required to give reasons for the use of any personal leave. The approval of the Director, his/her designee, or board of education shall be required under the following conditions:

1. If more than ten percent (10%) of the employees in any given school request its use on the same day; provided, however, on making this calculation any major fraction shall be considered as one (1); and in schools of five (5) employees or less, one (1) employee may take personal/professional leave at his/her discretion;
2. If personal/professional leave is requested during any prior established student examination period; or
3. If personal/professional leave is requested on the day immediately preceding or following a holiday or vacation period.

Except in an emergency, an employee shall give at least one (1) day's advance notice to his/her immediate supervisor of intent to take personal/professional leave.

Personal/professional leave shall be charged in one-half (1/2) day increments. If these days are not utilized during the school year, they will be converted to sick leave.

The employee must be employed the entire two hundred (200) day school term in order to qualify for the two(2) days of personal/professional leave. An employee is granted one (1) day of personal leave for each one- half (1/2) year employed.

B. Bereavement

Three (3) days of bereavement leave (not charged to sick or personal leave) shall be granted each school year to each full-time employee. These days may be utilized in the event of the death of a member of the immediate family of an employee, including the employee's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. These days are not cumulative.

C. Jury and Legal

An employee called for jury duty or subpoenaed as a witness in court or required by the Board to appear in a court-related proceeding during the workday shall suffer no loss in pay or leave days (exception: days taken in regard to non-job-related legal matters). Any fees or remuneration the employee receives during such leave shall be turned over to the Board, and the employee will be compensated at his/her regular rate.

D. Maternity Leave

An employee who takes maternity leave shall be allowed to use all or any portion of her accumulated sick leave for maternity leave purposes during the period of her physical disability only, as determined by a physician.

E. Religious

An employee whose religious affiliation requires the observance of a regularly scheduled religious service during an employee's scheduled workday shall be granted leave for a maximum of two (2) days annually for such services. Leave shall be taken as personal or leave without pay.

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

F. Military and Legislative Leave

Military leave and leave to hold legislative office shall be granted as required by law.

G. Emergency Leave

An immediate supervisor may grant an employee emergency leave during the workday for a sudden, unexpected occurrence demanding immediate attention.

H. Short Term

Short term absences for a limited time and without pay may be granted if approved in advance by the immediate supervisor and the Director.

Section 3 - Extended Leaves of Absences

A. Family and Medical Leave

1. Purpose

An employee shall be entitled to take reasonable leave for medical reasons, for the birth of a child and care for the newborn or placement of a child for adoption or foster care, for the care of a son, daughter, spouse or parent who has a serious health condition, or for a serious health condition of the employee that makes him/her unable to perform the functions of his/her

position. For purposes of the Family Medical Leave Act, the term "child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of an employee standing in loco parentis, when such a child is either under age eighteen, or age eighteen or older and incapable of self-care.

2. Eligibility

An employee who has been employed for at least twelve (12) months by the school system or an employee who has at least 1,250 hours of service during the previous twelve (12) month period.

3. General Principles

- a. Any employee meeting eligibility requirements outlined above is entitled to, upon request, up to twelve (12) work weeks of unpaid or paid leave.
- b. An employee shall have the option and the Director may require the employee to substitute available paid leave for FMLA leave. An employee requesting unpaid FMLA leave shall explain the reasons for the leave, so as to allow for a determination that the leave qualifies as FMLA leave.
- c. Any licensed employee on maternity leave shall be permitted to use accumulated sick leave during the period of actual physical disability only. Otherwise, the maternity leave shall be unpaid leave.
- d. A physician's statement may be required by the Director when determining the period of actual physical disability.

4. Restrictions

- a. The employee shall provide the Director with at least a thirty (30) days written notice before the beginning of the anticipated leave. If a thirty (30) day notice is not practicable, notice must be given as soon as both possible and practicable.
- b. The Director may require that a request for leave be supported by certification issued by a health care provider. The most current "Certification of Physician or Practitioner" Form issued by the appropriate governmental agency will be used for this purpose. No other information shall be requested.

5. If there is any reason to doubt the validity of the certification provided, the Director may require, at Board expense, an opinion of a second health care provider.

6. Intermittent Leave

When a licensed employee requests foreseeable leave for planned medical treatment and the employee would be on leave for greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the Director may require that such employee elect either to take the leave for periods of a particular duration, not to

exceed the duration of the planned medical treatment, or to transfer temporarily to an available alternative position offered by the Director for which the employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave. This action will not be taken for arbitrary and capricious reasons.

7. **Reduced Leave**

Reduced leave is permitted if medically necessary for an employee or for the care of an eligible family member.

8. **Requirements of the Board**

- a. Upon completion of leave not in excess of twelve (12) months, the employee shall be returned to the same position held when the leave commenced. If the leave exceeds twelve (12) months, the employee shall be restored to his/her original job or to an equivalent position.
- b. Existing individual health and major medical, life, and disability insurance benefits shall be maintained during the period of leave on the same basis (Employee must continue to pay his/her share of premiums. The Board will continue to pay its share of premiums.) as coverage would have been provided if the employee were not on leave.
- c. The Board may recover the premium paid if the employee fails to return from leave after the period of leave has expired conditional upon the limitations set out by the applicable statutes, rules, and regulations.

B. **Educational Improvements**

An employee may be granted an unpaid leave of absence for a maximum of one school year for the purpose of engaging in a program of studies related to his/her professional responsibilities at an accredited institution of higher education. Educational improvement leave will only be considered for employees taking a minimum of nine (9) semester hours during one school year. If nine (9) semester hours of appropriate course work are not available during the leave of absence, the employee shall submit certification thereof to the personnel office. The certification shall be signed by the employee and an appropriate college official. Official college transcripts must be provided to the Personnel Office at the end of the leave of absence. A "Request for Educational Improvement Leave" must be completed when requesting leave for educational improvements.

C. **Requesting Extended Leave**

An employee desiring to utilize an extended unpaid leave under this Section shall file a written request on the specified form with the Personnel Department at least thirty (30) calendar days in advance of the anticipated starting date of the leave. The Director may waive or reduce the thirty (30) day notice.

D. **Requesting Extensions of Leave**

An employee already on Director-approved leave as stated in this Section may request extensions of the original leave for a maximum of twelve (12) months. Employees must complete appropriate forms in order to request an extension of leave.

E. Conditions of Leave

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

- (1) Experience for salary rating purposes shall not accrue, except for those leaves designated in State Board of Education Rules and Regulations. A maximum of five (5) years' experience shall be granted for military leave.
- (2) Sick leave days shall not accrue, but all accumulated sick leave days, if any, shall be reinstated upon return to service.
- (3) The Board's contribution toward all fringe benefits will be terminated, except during twelve (12) weeks of family and medical leave. The employee may continue insurance coverage by making full payment of all premiums due.
- (4) The employee shall suffer no loss in the number of years' teaching experience previously established in Maury County Public Schools.
- (5) An employee on Director-approved leave for twelve (12) months or less shall return to the same position held before the leave. If the Director-approved leave exceeds twelve (12) months, the employee shall be placed in the same or a comparable position upon return from leave.

F. The approval of the principal Director of Schools or the Director's designee shall be required:

- (1) If more than ten percent (10%) of the teachers in any given school request its use on the same day;
- (2) If requested during any prior established student examination period;
- (3) If requested on the day immediately preceding or following a holiday or vacation period.
- (4) If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year; or
- (5) If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the local board of education prior to the commencement of the school year.

**ARTICLE IV
HOURS AND LOAD**

Section 1 - Employees' Workday

- A. "Workday" shall mean the length of time that an employee is required by his/her immediate supervisor to be at his/her assigned work location(s).
- B. The normal workday for teachers shall consist of seven and one-half (7.5) hours which shall include a duty-free lunch period. Teachers will be expected to be on duty fifteen (15) minutes before the students' day begins and fifteen (15) minutes after the end of the students' day, but not to exceed seven and one-half (7.5) hours.

The thirteen (13) days accumulated shall be utilized as follows: seven (7) days shall be designated as inclement weather days and shall not require makeup by students or teachers; one (1) day shall be used for classroom preparation prior to the students beginning their first full day of the school year and five (5) days shall be days without students present for professional development, administration days, parent-teacher conferences, etc. On abbreviated days, the teachers' dismissal time will be determined by the Director or his/her designee with consideration of schools with earlier starting time. Advance notice will be given.

Teachers may be assigned duties beyond the normal workday, provided, however, that such duties shall be distributed on an equitable basis, as determined by the principal/administrator. Every effort shall be made to keep these duties to a minimum.

Section 2 - Inclement Weather/Emergencies

When it is necessary to adjust the student school day due to inclement weather/emergencies, the teachers will be expected to be on duty fifteen (15) minutes before the student day begins. In the event of early dismissal, the employees (other than administration) shall be allowed to leave as soon as practical as determined by the Director or his/her designee.

Section 3 - Teacher Load/Preparation Time

The principal/administrator shall provide the following for teachers in the building:

- A. Teachers shall, in addition to their duty-free lunch and the fifteen (15) minute period at the end of the school day, have preparation time as follows:
 - 1. Elementary School - at least two and one half (2.5) hours per week
 - 2. Junior High/Middle School - at least one (1) period equal to a teaching period daily
 - 3. Senior High School - at least one (1) period equal to a teaching period daily, or in schools with block scheduling, the equivalent of this time in a normal school week
 - 4. Teachers who are not regular classroom teachers shall be provided with preparation time to the same extent as other teachers at the same grade level. Preparation time for teachers is to be used for activities and meetings directly related to the instructional program.
- B. Teachers in junior high/middle school/high school shall have a daily teaching load not to exceed five (5) periods of pupil contact per day based on a six (6) period day or six (6) periods of pupil contact per day based on a seven (7) period day.

Assignments to a supervised study period or non-compensated extracurricular activity during the students' day shall be considered a teaching period for the purpose of this Article.

Teacher participation as teleteachers and/or facilitators in distance learning will be voluntary. Every effort will be made to incorporate distance learning periods into the teachers' regular daily teaching load.

When any teacher's load exceeds the maximum load referred to above, he/she will be compensated according to state extended contract compensation/benefits guidelines and/or release time as authorized by the Director.

- C. Bus and ballgame duty assignments shall be equitably distributed and held to as minimal amount of time as possible. Such duties shall not be assigned on weekends, breaks, or holidays.
- D. Every effort will be made to conduct IEP-Team and Section 504 meetings during the normal workday.
- E. In the event that changes in any assignments are proposed the immediate supervisor shall make every effort to notify each employee affected at least three (3) working days prior to the proposed change and to consult him/her about the nature and extent of the change. If an employee is reassigned by an administrator to a different assignment within the same school after the start of the school year and given less than five (5) days notification, the employee shall be provided one (1) day to allow the teacher on-site preparation time.

Section 4 - Duty-free Lunch Period

A daily duty-free lunch period equal in length to the scheduled student lunch period shall be provided for teachers. Teachers may be required to escort their students to and from the dining area.

Teachers will be assigned no other duties during this time nor shall they be required to attend conferences during duty-free lunch.

Teachers utilizing duty-free lunch time shall be required to respond to an extreme situation in which there is an immediate threat of bodily harm.

Section 5 - Meetings

- A. Employees may be required to remain after the end of the regular work day without additional compensation, for the purpose of attending faculty or other school level professional meetings, no more than four (4) per calendar month.
- B. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than sixty (60) minutes, except in case of emergency.
- C. Every effort shall be made not to call such meetings on Friday, or any other day immediately preceding a holiday, break, or other day upon which employees' attendance is not required at

school.

- D. By the end of the first week of the school year, the principal/administrator shall notify the employees of the regular schedule for faculty meetings. Within the first 30 days of the school year, the principal/administrator shall notify the employees of dates and time for inservice/professional development days held during the school year. This shall not preclude the principal/administrator from calling faculty meetings necessitated by an emergency situation.
- E. The notice of such meetings shall be given to educators involved prior to the meeting, except in cases of emergency. Employees shall have the opportunity to suggest items for the agenda. At least one (1) working day notice should be given before such meetings are convened.

Section 6 - Itinerant Teachers

Teachers assigned to more than one school shall be required to serve no duties beyond those normally assigned to a teacher serving in only one (1) school. (See Article X, Section 3 for additional information.)

ARTICLE V SAFETY CONDITIONS

Section 1 - Safety in the Work Area

It shall be the obligation of the Board to determine if areas in which employees are assigned are safe and nonhazardous. The employee shall make every effort to perform assigned duties in a manner which is safe and nonhazardous. Employees may request from the Director or his/her designee protective devices which they deem necessary to perform duties in a safe manner. All teachers shall be provided with method(s) of two-way communication between their rooms and the school office within the next three (3) years pending funding from the County Commission.

Employees will receive equipment, supplies, and training concerning possible exposure to bloodborne pathogens. Employees shall be offered the opportunity to receive the Hepatitis B Vaccine at no cost to the employee.

Every effort shall be made to provide secure and adequate parking facilities identified for employee use.

Every effort shall be made to provide a serviceable desk, chair, and lockable storage area for the exclusive use of the employee.

Section 2 - Suspected Unsafe Conditions

An employee who suspects that an unsafe situation exists shall immediately so inform his/her immediate supervisor. The immediate supervisor shall evaluate the situation and determine what action, if any, is needed. If the situation poses immediate harm to an employee or student, the employee will first take needed preventive action and then notify his/her immediate supervisor.

If a determination is made on a system-wide basis or on a building basis that conditions are unsafe or hazardous, the Board, Director, and affected building principal(s) shall be encouraged to meet with the Professional Educators for input to develop plans and to guarantee the safety of students, employees, and property.

Section 3 - Use of Reasonable Force

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

Section 4 - Physical Assault on an Employee

In the event that an employee, while performing assigned duties, suffers bodily injury as a direct result of a physical attack, the Board shall provide the following benefits to the employee:

- A. The employee shall be entitled to a free consultation with the Board's attorney regarding his/her rights in regard to the injuries suffered.
- B. When absence from assigned duties is directly caused by such bodily injury, the employee shall receive regular salary and benefits for the period of such absence up to twenty (20) working days per separate incident and shall not forfeit any accumulated benefits during that period.
- C. The Board shall reimburse an employee for the actual value of any personal property damaged or destroyed during such physical attack, in excess of any valid and collectible insurance up to a maximum of four hundred dollars (\$400.00).

Section 5 - Conditions for Providing Benefits

The Board's providing of the benefits described in Section 4 of this article is conditioned upon any or all of the following, to be determined by the Board:

- A. The employee shall immediately inform his/her immediate supervisor in writing of the damaged or destroyed property.
- B. Within three (3) calendar days, the employee shall file an official complaint, giving complete details of the physical attack, with the governmental agency having police jurisdiction in this matter.

- C. The employee must have been performing his/her duties in a reasonable and prudent manner.
- D. The Board shall receive a notarized statement from the employee, listing all personal property damaged or destroyed and reasonable proof of value, within two (2) weeks of the physical attack.
- E. The Board shall receive a statement from a medical doctor attesting to the employee's inability to return to work.

ARTICLE VI MATERIALS AND FACILITIES

Section 1 - Materials and Supplies

- A. Funds for instructional materials and supplies, in addition to BEP funds, shall be provided by the board and shall be distributed among schools according to an equitable formula based on the number and/or needs of students assigned to each school.
- B. All state and federal funds received for materials and supplies shall be distributed in accordance to the state law and/or to the maximum degree in which they were obtained.

Section 2 - Facilities

- A. Each school will have a work area and/or lounge for teachers containing equipment such as duplicating machines to aid in the preparation of instructional materials.
- B. Every effort will be made to provide a secure space for teachers to store necessary equipment, supplies, and personal belongings.
- C. Chalkboard and/or marker board will be provided in each classroom space.
- D. Every effort will be made to provide staff restroom facilities separate from students.
- E. As new schools are constructed, communication systems which enable employees to communicate with the office from the classroom will be installed. Existing schools will have communication systems added as funds become available.
- F. A telephone will be available for teachers' private use in each school.
- G. As new schools are constructed, they will be pre-wired for anticipated technology needs.

Section 3 - Access

In order to permit freedom of access both during and after regular school hours, subject to reasonable regulations by the building principal and/or security considerations, teachers shall be given keys or other means of access upon request to their work areas.

ARTICLE VII GRIEVANCES

Section 1 - Definitions

- A. "Grievant" shall mean a licensed employee of the Maury County Board of Education. "Grievant" may also mean the Maury County Education Association (the "Association"), or any other professional organization with which the licensed employee may be affiliated.
- B. "Grievance" shall mean a claim by an employee(s) or the Association that the terms of this Memorandum of Understanding have been violated, misinterpreted or misapplied or that such employee has been adversely affected. When filing a grievance under this article, the grievant must state the article(s) and section(s) alleged to have been violated.
- C. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 7:00 a.m. and end at 4:30 p.m. the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.
- D. "Class grievance" shall mean a grievance affecting more than one employee.

Section 2 - General Provisions

- A. A grievant may, at his/her option, be represented by an Association representative at all levels of this procedure. The individual hearing the grievance may, at his/her option, have a representative present during all levels. An employee who requests an Association representative shall not be required to discuss any grievance in the absence of the Association representative.
- B. Any resolution of a grievance shall not be inconsistent with the terms of the Agreement.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be forwarded to any prospective employer of the grievant or alluded to in any communications between the administration and the prospective employer.
- D. No reprisals shall be taken by the Board, Administration, or Association against an employee because of his/her participation in a grievance.
- E. If the investigation or processing of any grievance requires that an employee(s) be released from his/her regular assignment, subject to approval from the Personnel Department, the employee(s) shall be released and shall suffer no loss of pay or benefits. Such release shall not be denied for arbitrary or capricious reasons.

- F. It is understood that the grievant shall, during the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof have been fully determined.
- G. A grievance, to be considered under this Article, must be initiated in writing and received by the Director of Schools within sixty (60) days from the time the employee knew of the incident or should have known of the incident which caused the grievance.

Section 3 - Procedures

The procedures to address grievances filed pursuant to this Article shall be conducted in accordance with the Employee Code of Conduct as promulgated by the Board.

Executed this ____ day of _____, 2014.

MAURY COUNTY BOARD OF EDUCATION

By _____
Jim Morrison, Chairman

By _____
Maury County Education Association Representative

On behalf of the professional educators of the Maury County Public Schools

this document will remain in effect two calendar years from the date executed