



**Morgan County Schools Regular Monthly Board Meeting
September 7, 2023 6:00 PM
Morgan County Schools - Central Office**

1. **Chairman - Call To Order**
2. **Public Comment**
3. **Approval of Agenda**
4. **Approval of Minutes from August 1, 2023**
5. **Consent Agenda**
 - A. Next regular Workshop/Board Meeting - October 3, 2023, 6pm, Central Office
6. **Election of Chairman of the Board Election**
7. **Election of Vice Chairman of the Board Election**
8. **Permission to Create a Local Chapter SNA (School Nutrition Association)**
9. **Central Middle Request Permission to Travel to Washington D.C. May 26-31, 2024**
10. **FY24 ESSER Budget**
11. **Approval of the 2024 ARP IDEA Budget**
12. **Approval of 2024 TN ALL Corps Budget**
13. **Permission to Bid Special Education Bus**
14. **Doors at Oakdale School**
15. **Increase Credit Card Limit to \$50,000**
16. **MCEA Memorandum of Understanding**
17. **Budget Amendments**
18. **Policy 1.404 Appeals to and Appearances Before the Board Second Reading**
19. **Policy 5.302 Sick Leave Second Reading**

20. **6.312 Cell Phone Policy - Second Reading**

21. **Cell Phone policy 6.312 First Reading**

22. **Adjourn**



**Morgan County Schools Regular Monthly Board Meeting
August 1, 2023 6:00 PM
Morgan County Schools - Central Office**

MEMBERS PRESENT: Attendance Taken at 3:10 PM. Jonathan Dagley: Present, Tammy Howard: Present, Ben Jackson: Present, Wade Summers: Present, Mickey Tucker: Present, Billy Ward: Present.

1. Chairman - Call To Order

2. Public Comment

3. Approval of Agenda

On a motion by Billy Ward and seconded by Mickey Tucker the Board voted to approve the agenda. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

4. Approval of Minutes from July 11, 2023, Meeting

On a motion by Jonathan Dagley and seconded by Billy Ward the Board voted to approve the minutes from July 11, 2023 meeting. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

5. Consent Agenda

On a motion by Mickey Tucker and seconded by Tammy Howard the Board voted to approve the consent agenda as presented. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

A. Next regular Workshop/Board Meeting - September 5, 2023, 6pm, Central Office

6. July 27, 2023, Financial Statement

On a motion by Billy Ward and seconded by Mickey Tucker the Board voted to approve the July 27, 2023 financial statements. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

7. Guidance Counselor Position

On a motion by Jonathan Dagley and seconded by Tammy Howard the Board voted to hire 1 (one) additional full-time guidance counselor on a one-year contract to cover Central Middle and Petros Joyner schools. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea



**Morgan County Schools Regular Monthly Board Meeting
August 1, 2023 6:00 PM
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Yea: 6, Nay: 0

8. Bus Bids

On a motion by Mickey Tucker and seconded by Billy Ward the Board voted to accept the bid to purchase one gas bus. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

9. Board Policy - First Reading

On a motion by Tammy Howard and seconded by Billy Ward the Board voted to approve policy 5.302 Sick Leave and policy 1.404 Appeals and Appearances Before the Board on the first reading. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

10. School Policy - Second Reading

On a motion by Billy Ward and seconded by Mickey Tucker the Board voted to approve changes to policies 2.8041 Credit Card/Credit Lines, 2.804 Expenses and Reimbursements, 5.105 Recruitment of Employees and 1.108 Nepotism on the second reading. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

11. Budget Amendments

On a motion by Billy Ward and seconded by Tammy Howard the Board voted to budget amendments 2-4. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

12. Cell Phone Policy

On a motion by Ben Jackson and seconded by Tammy Howard the Board voted to approve a new cell phone policy on the first reading. Motion carried.

Jonathan Dagley: Yea, Tammy Howard: Yea, Ben Jackson: Yea, Wade Summers: Yea, Mickey Tucker: Yea, Billy Ward: Yea

Yea: 6, Nay: 0

13. Adjourn

Memorandum
of
Understanding
2023-2026

Between the
Morgan County Education Association
and the
Morgan County Board of Education

2023-2026
NEGOTIATING TEAM

For the Board

Wayne Frasier
Tammy Howard
Misty Northrup
Patricia Pace
Chris Rogers
Glenda Scott
Micky Tucker

For the Association

Erica Beene
Erin Clabough
Julie Johnson Crowe
Paula Davis
Denise England
Donna Mason
Maranda Summers

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MORGAN COUNTY BOARD OF EDUCATION AND THE PROFESSIONAL EMPLOYEES OF
THE MORGAN COUNTY SCHOOL SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this September 5, 2023 by the Morgan County Board of Education (here in after referred to as "the Board") and the professional employees of the Morgan County Professional Employees' Organization selected pursuant to the terms of TCA 49-5-605.

The Board and the Professional Employees, represented by the Morgan County Education Association, acknowledge and agree to the following:

- A. The Board is the local Board of Education, as defined in the Tennessee Code of Annotated Section 49-1-103 (1), and is charged with the management and control of the local public school system in Morgan County, Tennessee.
- B. For the duration of this MOU, the Board hereby recognizes the Morgan County Education Association as the "Professional Employees' Organization," here in after referred to as the "Association" as the exclusive designee for educator participants in collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA) TCA 49-5-601 said determination having been made by Morgan County Professional Employees Association through confidential poll per the terms of PECCA.
- C. The Management Team and the Association have engaged in the process of collaborative conferencing pursuant to Tennessee Code Annotated Section 49-5-602(2) and have reached an agreement as to the matters set out below.
- D. The parties desire to set out their agreement, as provided by law, in this Memorandum of Understanding.
- E. This Memorandum of Understanding shall not be effective until presented to and approved by the Morgan County Board of Education as provided by Law.
- F. The body of this memorandum will remain unchanged until September 5, 2026 with the exception of Section 1: Subsection A; however, if both parties agree during this time, any portion of this Memorandum of Understanding may be opened for conferencing. In accordance with PECCA Law: Upon submission by the fifteen percent (15%) or more of professional employees in an LEA of a written request to conduct collaborative conferencing with the Board of Education between October 1 and November 1 of the expiration year of the existing MOU.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant of the Professional Educators Collaborative Conferencing Act of 2011, Tennessee Code Annotated Section 49-6-601, et.seq. The Board and the Professional Employees' Organization hereby record their agreement as follows:

TABLE OF CONTENTS

ARTICLE I: DEFINITIONS.....P. 5

ARTICLE II: WORKING CONDITIONS.....P. 6-10

ARTICLE III: LEAVE.....P. 11-12

ARTICLE IV: GRIEVANCE PROCEDURE.....P. 13-14

ARTICLE V: PAYROLL DEDUCTION.....P. 14

ARTICLE VI: WAGES AND SALARIES.....P. 14-16

ARTICLE VII: INSURANCE.....P. 16-17

ARTICLE VIII: EFFECT OF AGREEMENT.....P. 17

ARTICLE IX: MAINTENANCE OF EFFORT.....P. 17

ARTICLE X: NEGOTIATION OF SUCCESSOR AGREEMENTS.....P. 17

APPENDIX A: MORGAN COUNTY BOARD POLICIES (REFERENCED)P. 18-40

APPENDIX B: RIGHT TO REPRESENTATIVE FORM.....P. 41

APPENDIX C: EMPLOYMENT RELATED COMPLAINTS ON GRIEVANCE FORM.....P. 42-43

APPENDIX D: SALARY SCHEDULE.....P. 44-47

APPENDIX E: ACADEMIC / ATHLETIC SALARY SUPPLEMENTS.....P. 48-49

APPENDIX F: NOTIFICATION OF INTENT TO RETIRE.....P. 50

ARTICLE I: DEFINITIONS

- 1.1 **"Professional Employee"**: The term "Professional Employee" shall refer to any person certified by the Tennessee State Board of Education and shall be used throughout the text to denote professional. Whenever the singular is used in the contract, it is to include the plural; references to one gender will include the other gender.
- 1.2 **"Administrator/Supervisor"**: The term "Administrator/Supervisor" shall refer to any person requiring an administrator/supervisor endorsement by the Tennessee State Board of Education and who is hired by the Director but is not assigned to a school.
- 1.3 **"Teacher"**: The term "Teacher" shall refer to certificated personnel as defined by TCA, case law, and Tennessee State Board of Education Rules, Regulations, and Minimum Standards and shall refer to both the professional employee and the administrator/supervisor.
- 1.4 **"Board"**: The term "Board" shall mean the Morgan County Board of Education or its duly authorized representatives.
- 1.5 **"Professional Education Association"**: The term "Professional Education Association" shall mean the United Education Profession, Morgan County Education Association, or its authorized representatives.
- 1.6 **"Board Policy"**: The term "Board Policy" shall mean an official written statement of general instruction which has been adopted by the Board.
- 1.7 **"Day"**: The term "Day" shall mean any day a teacher is on duty. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.
- 1.8 **"Seniority"**: The term "Seniority" shall be defined as the length of a teacher's continuous service in the Morgan County School System from the most recent date of permanent employment.
- 1.9 **"Primary Custodial Services"**: The term "Primary Custodial Services" refers to ordinary routine cleaning, which includes, but is not limited to: sweeping and mopping floors, garbage collection, dusting furniture, and cleaning windows.
- 1.10 **"Vacancy"**: A "Vacancy" shall be defined as an existing professional position declared vacant by the Director of Schools or a newly created professional position created by the Board.
- 1.11 **"Director"**: The term "Director/Director of Schools" shall be defined as noted in TCA 49.
- 1.12 **"Base Pay"**: The term "Base Pay" shall be defined as a teacher's placement on the State Salary Table as of the first payroll of the school year.

ARTICLE II: WORKING CONDITIONS

2.1 Teaching Hour

The total in-school workday shall consist of not more than seven (7) hours and thirty minutes for Pre-K-12 teachers and such additional lines as listed in this article. On Fridays or on days preceding holidays or vacations, there shall be no unnecessary duties or faculty meetings.

2.2 Arrival and Departure Time

- A. It shall be the duty and responsibility of the principal to assign the beginning and ending times of the workday within the seven (7) hour and thirty (30) minute day for Pre-K-12 teachers. It is the duty and responsibility of the professional employee to be at his/her workstation ready to work at the assigned time each day and to remain on duty until the end of the assignment. Professional employees may be requested by the principal to report before or after the regular school day for one or more of the proper reasons listed in 2.2.B.
- B. Proper reasons for before and after school duties may include but are not limited to the following: principal-teacher conferences, grievances, parent-teacher conferences, pupil-teacher conferences, IEP meetings, bus duty, or other reasons involving the health and safety of the children. The additional time shall be at a reasonable time and for a reasonable length of time and shared equally among the professional employees.
- C. Professional employees shall not leave their campus grounds during a regularly assigned teaching period or during the planning period without the documented approval of the principal (the exception being 2.2.D). Professional personnel leaving during their duty-free lunch period will not leave until the duty-free lunch period starts and will be at their workstations when the duty-free lunch period ends.
- D. Nothing contained in this Agreement shall prevent the immediate supervisor/ principal or principal's designee from allowing an employee to leave the school building for extenuating circumstances.

2.3 Teaching Load

Non-compensated extracurricular activity shall be considered in scheduling and shall be shared equally among the faculty.

2.4 Duty-Free Lunch

A duty-free lunch period will be provided for all professional employees, grades Pre-kindergarten through twelve (Pre-K-12), of at least the length of the student lunch period during which time the teacher has no other assigned duties.

2.5 Duty-Free Preparation Time

Full-time classroom teachers in grades pre-kindergarten through twelve (Pre-K-12) shall be assigned planning time of not less than two and one half (2.5) hours per week. Planning time shall not occur

during the time that teachers are entitled to duty-free lunch. Circumstances that would require a classroom teacher having to give up any part of his/her planning period will fall under the principal's discretion.

2.6 Faculty Meetings

For the purpose of attending faculty meetings, the professional employee may be required to attend no more than 60 minutes per month outside the regularly scheduled school day.

2.7 Custodial Duties

The cleanliness of the school building is a cooperative effort of all school professional personnel and shall be seen as a cooperative effort. Classroom teachers are responsible for a neat and orderly classroom. However, teachers will not be required to perform "primary custodial services." (See definitions.)

2.8 Support and Assistance

The Board recognizes its responsibility to give support and assistance to teachers with respect to maintaining control and discipline in the Morgan County School System.

2.9 Suspension and Expulsion

Procedures for suspension and expulsion of pupils from school shall be in accordance with the provisions of TCA 49-6-3401.

2.10 Assault on Professional Personnel or Students

A teacher may use such force as is reasonable and necessary to protect himself/herself or a student from attack or injury. Any such assault shall be reported to the principal immediately. The Board will provide legal counsel through the Office of the County Attorney to advise the assaulted teacher on his/her rights and obligations, and the legal council will advise the Board and the professional employee on appropriate assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. The assaulted teacher may seek additional or other legal assistance.

2.11 Loss of Time Pay

Time lost by teachers in connection with any incident mentioned in this Article shall be in accordance with Workers' Compensation Law (see Article VII, section 7.3 Worker's Compensation).

2.12 Corporal Punishment Policy

A written policy by the Board governing the use of corporal punishment of students has been adopted by the Board in accordance with TCA 49-6-4402 and is available to all teachers.

2.13 Professional Personnel Evaluations

It is understood and agreed by the parties that the principle objective of the professional evaluation is to maintain and improve the quality of education in the district.

- A. Staff development will be provided as mandated by the State.
- B. Annual evaluations shall conform as mandated by the State.
- C. No evaluation materials shall be placed in the personnel file of a teacher maintained at the central office. Evaluations are kept at school level or in the state evaluation system.

2.14 Personnel File Maintenance

- A. The school system shall maintain a teacher's personnel file at the system's central office. Additional file(s) may be kept at the teacher's employment site(s). The teacher shall have knowledge of all of his/her files. A teacher may at any time request in writing to see any and all files as well as receive copies of any document contained therein. A teacher may have a representative of the Professional Education Association accompany him/her during such review.
- B. Any material placed in a teacher's personnel file shall contain the following: signature of the originator, date received, signature of person placing material in the file, date of placement, and written acknowledgment of the teacher.
- C. Any information removed/copied from a teacher's personnel file(s) shall be acknowledged in writing to the teacher by central office. A log shall be kept of those reviewing the file(s).
- D. Central Office employee(s) and/or their designee(s) are excluded from restrictions of this article when working with a professional employee's personnel and/or payroll file.
- E. Educators may request to have written reprimands removed from their professional personnel files after a set amount of time. Requests will be submitted to and reviewed by the Director of Schools or his / her designee.

2.15 Complaints

Any written complaint regarding a teacher made to any member of the administration by a parent, student, or other person which may be used in any manner in evaluation of a teacher shall be promptly investigated. The teacher shall have the right to respond to such material and the written response shall be reviewed by the Director or his/her designee and attached to all copies of the material: If the investigation determines the complaint to be without merit, any and all references to the complaint shall be removed from the teacher's personnel file. (See Appendix A - Morgan County Board Policy 5.501)

2.16 Fair Treatment

1. Notification of Teacher Improvement Plan

- A. In recognition of the concept of progressive improvement, written notification to the teacher by the immediate supervisor shall be made of any alleged deficiencies, expected correction and a reasonable time period for correction. It is further understood and agreed that this objective can be more readily achieved by a manifest willingness on the part of the Board, the Director, and the Professional Education Association to assist all teachers, and especially the inexperienced ones, in improving their professional skills.
- B. In the event that deficiencies and/or circumstances occur which could result in termination of a tenured teacher, copies of any such notice will be sent to the teacher.

2. Right to Representation

A teacher may have present a representative of the Professional Education Association or a person of his/her choosing when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. (See Appendix B – “Right to Representative Form”)

3. Due Process

- A. No tenured teacher shall be dismissed or suspended by the Board/Director except for incompetence, inefficiency, neglect of duty, unprofessional conduct, or insubordination as referenced in TCA 49-5-511.
- B. The Director may suspend a teacher at any time that may seem necessary, pending investigation or final disposition of a case before the Board or under appeal. If the teacher is vindicated or reinstated, he/she shall be paid the full salary for the period during which he/she was suspended.
- C. No tenured teacher shall be dismissed, suspended, disciplined, reprimanded, adversely evaluated, reduced in rank or compensation or deprived of any professional advantage without having been given specific expectations of his/her job performance or duties. He/she shall be informed that any violation of the expressed expectations may result in a change of his/her employment status. The matter shall be properly and fairly investigated in an objective manner. The teacher shall be warned in advance and in writing that one or more of the actions mentioned above might be taken. The teacher may request a meeting with his/her appropriate supervisor and may have the Professional Association Representative present to discuss the action at which time he/she may present a rebuttal and seek resolution. Any action taken by the Board/Director shall not be discriminatory. The severity of the violation will determine the action taken. All information forming the basis for the action will be made available to the teacher.
- D. Nothing in this article shall be construed to supplant the rights guaranteed to the Board/Director and the teacher (TCA 49-5-511).

2.17 Personal and Academic Freedom

1. Personal Freedom

The personal life of a teacher is not an appropriate concern of the Board/Director except where the teacher is in violation of TCA or unless it directly relates to his/her assigned duties.

2. Citizenship

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher.

3. Academic

The Board/Director and the Professional Education Association agree that academic freedom is essential to the fulfillment of the purpose of the Morgan County School System, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions. This article will not set aside any rule or regulation set forth in TCA.

2.18 Fringe Benefits

1. Ballgame Admission

All Morgan County Schools employees receive free admission to in-county regular season ballgames (providing school identification)

ARTICLE III: LEAVE

3.1 Bereavement Leave

The Morgan County Board of Education shall provide three (3) days of bereavement leave for all full-time employees in the event of the death of a family member. If the bereaved must travel a minimum of 250 miles one-way for the services, he or she may be granted a fourth bereavement day. For the purpose of this policy, a family member shall be defined as a spouse, parent, step-parent, parent-in-law, brother-in-law, sister-in-law, child or sibling, grandparent, and grandchild. Employees shall receive regular scheduled pay. The Board shall provide a substitute teacher where applicable. (See Appendix A - Morgan County Board Policy 5.3001)

3.2 Sick Leave

The time allowed for sick leave for professional personnel shall be one (1) day for each month employed during the school year and shall accumulate for an unlimited number of days. Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher'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. A signed statement listing the cause of absence shall be provided by the employee on forms furnished by the Director of Schools and shall promptly be given to the immediate supervisor in support of all claims for sick leave pay. A falsified statement shall be grounds for dismissal. A certificate from the physician on forms furnished by the Board may be required in support of any claim for sick leave pay. The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit of his/her sick leave accumulation. The substitute teacher, beyond this point, must have a certificate or permit and must be paid according to the state salary scale. Permanent, cumulative sick leave records for each active professional employee shall be kept in the Director of Schools' office. A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee school system, provided that the Director of Schools of the system in which the accumulated leave was held provides notarized verification. Sick leave for maternity purposes may be taken during the period of physical disability only. A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of a child. If both adoptive parents are teachers, only one parent may request leave. Written verification from the adoption agency or other entity handling the adoption shall be required before the leave is granted. (See Appendix A - Morgan County Board Policy 5.302)

Unused sick leave days will be accumulated from year to year with no maximum limit. All unused state-approved sick leave accumulated can be credited to retirement in accordance to State law.

3.3 Personal and Professional Leave

Personal and professional leave shall be granted in accordance with laws of the State of Tennessee and rules and regulations of the State Board of Education. Certified employees shall earn personal and professional leave at the rate of one day for each half-year employed for a total of two (2) days per year. Any personal and professional leave remaining unused at the end of a year shall be credited to sick leave. If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment. Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal at least one day's notice in writing of intent to take leave;
2. The approval of the principal of the school shall be required:
 - a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
 - b. If requested during any prior established student examination period;
 - c. If requested on the day immediately preceding or following a holiday or vacation period.

Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions, which meet during daytime hours when appointed by a mayor, city council, county executive or county commission. Requests shall be submitted to the principal at least five (5) days prior to requested leave of absence. In addition, certified employees shall be granted leave to serve on any board or commission of the state when the appointment is made by the Governor or General Assembly. Such leave shall not be counted against any other accumulated leave credits. The employee shall notify the principal at least five (5) days prior to leave being taken. (See Appendix A - Morgan County Board Policy 5.303)

3.4 Other Leaves – (See Appendix A – Morgan County Board Policy 5.304, 5.305, 5.306, 5.307, 5.309)

- A. Extended Leave Request
- B. Educational Leave
- C. Family and Medical Leave
- D. Military Leave
- E. Other Leaves
- F. Legislative Leave

3.5 Effect of Leaves on Teachers' Rights

Any teacher on leave shall retain any accumulated tenure, salary, fringe benefit credits, and such leave shall not be construed to cause a forfeiture of any accumulated tenure, salary or fringe benefit credits. A teacher who is absent due to job related injury will be covered under Workers' Compensation Plan provided by the Board as per TCA 50-1005 (or subsequent amendments).

ARTICLE IV: GRIEVANCE PROCEDURE

4.1 Employment-related Complaints/Grievances

The Board believes that differences of opinions arising in the course of employment should be resolved as quickly as possible and at the lowest supervisory level. In instances of questions by an individual staff member concerning the interpretation of policies and procedures to that staff member, administrative practices within his/her particular school, and relationships with other employees, the staff member concerned must consult the administrative or supervisory personnel to whom he/she is responsible. If a satisfactory resolution of the problem cannot be reached after ample opportunity for consideration of the matter, the staff member concerned may discuss the matter with the next level of supervision up to and including the Director of Schools. In instances where an individual staff member feels for personal reasons that he/she cannot discuss a problem with his/her immediate superior, he/she may take the problem directly to the Director of Schools. After review of the case, the Director of Schools shall take action as he/she deems appropriate and within a prompt, reasonable time shall notify all parties concerned of his decision.

4.2 Harassment/Discrimination Grievances

Employees should notify any district complaint manager if they believe the Board, its employees or agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute or board policy including:

1. Title II of the Americans with Disabilities Act
2. Title IX of the Education Amendments of 1972
3. Section 504 of the Rehabilitation Act of 1973
4. Claims of sexual harassment under Title VII of the 21 Civil Rights Act of 1964 and Title IX of the 22 Education Amendments of 1972

The complaint manager will endeavor to respond and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

1. Filing a Complaint — An employee who wishes to avail himself or herself of this grievance procedure may do so by filing a complaint with any district complaint manager employee may request a complaint manager of the same sex. The complaint manager may assist the employee in filing a grievance.
2. Investigation — The complaint manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The complaint and identity of the complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the complainant. The complaint manager shall file a written report within ten (10) days of the filing of the grievance, of his or her findings with the director of schools. If a complaint of sexual harassment contains allegations involving the Director of Schools, the written report shall be filed with the Board. The Director of Schools shall keep the Board informed of all complaints.

3. Decision and Appeal — After receipt of the complaint manager's report, the Director of Schools shall render a written decision within five (5) days of the receipt of the report which shall be provided to the employee. If the employee is not satisfied with the decision, the employee may appeal the decision to the Board by making a written request to the complaint manager. The complaint manager shall be responsible for promptly forwarding all materials relative to the complaint and appeal to the Board. Thereafter, the Board shall render within thirty (30) days from the date the appeal was received, review the report and affirm, overrule or modify the decision and render a written finding which shall be provided to the complainant. This grievance procedure shall not be construed to create an independent right to a Board hearing.

4.3 Appointing Complaint Managers

The Director of Schools shall appoint at least two complaint managers, one of each gender. The Federal Rights Coordinator may be appointed as a complaint manager. The Director of Schools shall insert into this policy the names, addresses and telephone numbers of current complaint managers. (see note)

(Note: Title IX regulations require districts to identify the name, address and telephone number of the person who is responsible for coordinating the district's compliance efforts. A policy should not be adopted with a person's name in it; rather, the identifying information can be added and amended as necessary.) (See Appendix A - Morgan County Board Policy 5.501; See Appendix C – “Employment Related Complaints or Grievance Form”)

ARTICLE V: PAYROLL DEDUCTIONS

5.1 Payroll Deductions

Upon appropriate written authorization, the Board shall make deductions approved by the Board from the salary of the employee. Authorization must be made on forms provided by the Board and filed in the office of the director of schools. An employee may change or terminate any salary deduction upon written notification to the Board. (See Appendix A - Morgan County Board Policy 2.803)

ARTICLE VI: WAGES AND SALARIES

6.1 Salary Schedule

- A. The approved salary table is in Appendix D and will be updated yearly.
- B. Salary increases will be contingent on budget resources.

6.2 Method of Payment

Professional Staff (Certified)

Certified personnel have the option of either twenty (20) or twenty-four (24) semi-monthly installments and will be paid on the 15th and 30th unless it falls on the weekend. In such cases, payment will be made on the previous Friday.

Exception: For the Christmas break, the December 30th check will be paid on the last working day prior to the break. No other advance payments of salary shall be made. Effective July 1, 2015, all ten (10)

month certified personnel will be paid twenty-four (24) installments. The 200 day contracted employees receive payroll checks beginning August 15 and ending May 30. Those employees with greater than a 200 day contract, payroll checks begins July 15 and ends June 30.

Non-Certified Personnel

All non-certified personnel shall be paid bi-weekly each calendar month for which they are employed on dates established by payroll personnel.

(Exceptions: Bus drivers, Department supervisors, and Technology employees are paid on the 15th and 30th of each month)

Upon resignation or retirement of school personnel, final salary payment shall be withheld until all records and assets in custody of the employee are satisfactorily transferred to his successor or another designated person. Direct deposit will be required of all new hires effective July 1, 2015. (See [Appendix A - Morgan County Board Policy 2.802](#))

6.3 Salary Supplements

Supplements are based on a particular teacher's placement on the teacher's salary table. Supplements are calculated annually on "Base Pay" and said supplements shall be set at the beginning of each school year. The supplements shall remain in effect the remainder of the school year. Supplements will not change (during that school year) based on midyear raises or changes in degrees once the supplement has been established. Should the Board approve any new supplemental program, the collaborative conferencing team will meet within thirty (30) days to develop the rate of supplement.

A. Academic/Athletic Salary Supplements

Academic and athletic salary supplements will be paid in accordance with schedule contained in [Appendix E](#) and updated yearly. All academic/athletic supplements are on a per-team basis. Academic and athletic supplemental positions are based on a school year and are appointed at the discretion of the Principal/Director. If a school has different sponsors for a supplement position that could occur in different areas, the supplement would be shared.

B. Administrator Supplements

Supervisors, Principals, and Assistant Principals' pay shall be based on what the individual placement would be on the combined state and local teacher pay schedule.

6.4 Career Ladder Supplements

Career Ladder supplements are not included in the salary schedule. All career ladder supplements shall be paid twice per year.

6.5 Extended Contracts Supplements

Extended contract supplements shall be paid upon completion of the extended contract agreement.

6.6 Post-Retirement Benefits

A. Retirement Incentives

The Morgan County Board of Education will provide up to a \$5,000 retirement incentive to certified employees that meet the following criteria:

1. Intent to retire submitted to the Central Office by March 15th
2. Meet TCRS retirement eligibility requirements
 - a. Age 60 and/or
 - b. 25 or more years of experience (regardless of age)
3. 25 or more years of service in Morgan County Schools would receive a \$5,000 retirement incentive.

Checks will be disbursed on May 30th or after the application for retirement has been submitted to the state by the finance office.

B. Retiree Insurance

The Morgan County Board of Education will provide \$3,000 per year for medical insurance to retirees that meet the following criteria:

1. 10 or more years of service with Morgan County Schools
2. Not Medicare eligible
3. Intent to retire submitted to the Central Office by March 15th
4. Meet TCRS retirement eligibility requirements
 - a. Age 60 and/or
 - b. 25 or more years of experience (regardless of age)

This incentive will be paid for a maximum of five years following retirement or until the employee is eligible for Medicare whichever comes first. The employee is not eligible the year they turn 65. Checks will be mailed on September 15th of each year. (See Appendix A - Morgan County Board Policy 5.200; See Appendix F – “Notification of Intent to Retire Form”)

ARTICLE VII: INSURANCE

7.1 Medical Insurance

- A. Individual Insurance – The Board pays 80 percent of individual plans, with the exception of all hires prior to July 1, 2011, the Board pays 100 percent of individual insurance.
- B. Family Insurance – The Board pays 75 percent of family plans.

7.2 Dental Insurance/Vision Insurance

Each teacher may be offered coverage by a dental/vision insurance plan approved by the Board.

7.3 Workers' Compensation

Workers' Compensation will be provided by the Board for each teacher. This article shall be in accordance with TCA Title 50, Chapter 6 (and any subsequent amendments). Employees who are absent due to a work injury must take leave (sick or personal) or worker's comp leave (leave without pay). Employees who are on Loss Time Status will receive 2/3 of their salary from the Worker's Compensation insurance and may choose to take 1/3 sick days (1 day for every three days absent) to receive 1/3 of their salary. If an employee has exhausted their sick and personal leave, then they will receive only the Worker's Compensation benefit and be on worker's comp leave (leave without pay).

ARTICLE VIII: EFFECT OF AGREEMENT

8.1 Saving-Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from the Agreement to the extent that it violates the law. The Board and the Professional Education Association will, upon the request of either party, enter into immediate conferencing for the purpose of arriving at a mutually satisfactory replacement for such part. Furthermore, it is agreed between the Board and the Professional Education Association that due to changes in legislation, said parties shall open conferencing on any and all current contract subjects which require revision resulting from such legislation.

8.2 Statutory Savings

Nothing contained herein shall be construed to deny or restrict to any teacher such rights he/she may have under Tennessee laws or other applicable laws or State Department of Education regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

ARTICLE IX: MAINTENANCE OF EFFORT

9.1 The Board and the Professional Education Association agree to continue to work for the betterment of education in Morgan County. Benefits, terms and conditions of employment in this memorandum shall continue to be applicable during the term of this Agreement.

ARTICLE X: NEGOTIATION OF SUCCESSOR AGREEMENTS

10.1 This memorandum shall be in effect from September 5, 2023, through September 5, 2026, and will remain in effect until a successor agreement has been ratified. The Professional Education Association recognizes that the Board has the responsibility and authority to manage, control and direct all operations and activities of the school system as defined by law. The Board recognizes the Professional Education Association's conferenced rights as defined by this memorandum. The Board and the Professional Education Association will abide by the terms of this memorandum for its duration. Each year salaries, insurance, or any other article present within this Memorandum of Understanding may be reopened for conferencing and reconvening during the school year.

APPENDIX A
Morgan County Board Policies
(In order of Reference in Memorandum of Understanding)

- 5.501 – Complaints and Grievances
- 5.3001 – Bereavement Leave
- 5.302 – Sick Leave
- 5.303 – Personal and Professional Leave
- 5.304 – Long Term Leave of Absence
- 5.305 – Family and Medical Leave
- 5.306 – Military Leave
- 5.307 – Physical Assault Leave
- 5.309 – Legislative Leave
- 2.803 – Salary Deductions
- 2.802 – Payroll Procedures
- 5.200 – Separation Practices of Tenured Teachers

Morgan County Board of Education

Monitoring: Review: Annually, in March	Descriptor Term: Complaints and Grievances	Descriptor Code: 5.501	Issued Date:
		Rescinds: GAE	Issued: 07/11/05

EMPLOYMENT-RELATED COMPLAINTS/GRIEVANCES

The Board believes that differences of opinions arising in the course of employment should be resolved as quickly as possible and at the lowest supervisory level.

In instances of questions by an individual staff member concerning the interpretation of policies and procedures to that staff member, administrative practices within his/her particular school, and relationships with other employees, the staff member concerned must consult the administrative or supervisory personnel to whom he/she is responsible. If a satisfactory resolution of the problem cannot be reached after ample opportunity for consideration of the matter, the staff member concerned may discuss the matter with the next level of supervision up to and including the director of schools.

In instances where an individual staff member feels for personal reasons that he/she cannot discuss a problem with his/her immediate superior, he/she may take the problem directly to the director of schools. After review of the case, the director of schools shall take action as he/she deems appropriate and within a prompt, reasonable time shall notify all parties concerned of his decision.

HARASSMENT/DISCRIMINATION GRIEVANCES

Employees should notify any district complaint manager if they believe the Board, its employees or agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute or board policy including: ^{1,3,4}

1. Title II of the Americans with Disabilities Act ²
2. Title IX of the Education Amendments of 1972 ⁷
3. Section 504 of the Rehabilitation Act of 1973 ⁵
4. Claims of sexual harassment under Title VII of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972 ^{6,7}

The complaint manager will endeavor to respond and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

1. *Filing a Complaint* — An employee who wishes to avail himself or herself of this grievance procedure may do so by filing a complaint with any district complaint manager. The employee may request a complaint manager of the same sex. The complaint manager may assist the employee in filing a grievance.

2. *Investigation* — The complaint manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The complaint and identity of the complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the complainant. The complaint manager shall file a written report within ten (10) days of the filing of the grievance, of his or her findings with the director of schools. If a complaint of sexual harassment contains allegations involving the director of schools, the written report shall be filed with the Board. The director of schools shall keep the Board informed of all complaints.
3. *Decision and Appeal* — After receipt of the complaint manager's report, the director of schools shall render a written decision within five (5) days of the receipt of the report which shall be provided to the employee. If the employee is not satisfied with the decision, the employee may appeal the decision to the Board by making a written request to the complaint manager. The complaint manager shall be responsible for promptly forwarding all materials relative to the complaint and appeal to the Board. Thereafter, the Board shall render within thirty (30) days from the date the appeal was received, review the report and affirm, overrule or modify the decision and render a written finding which shall be provided to the complainant. This grievance procedure shall not be construed to create an independent right to a Board hearing.

APPOINTING COMPLAINT MANAGERS

The director of schools shall appoint at least two complaint managers, one of each gender. The Federal Rights Coordinator may be appointed as a complaint manager. The director of schools shall insert into this policy the names, addresses and telephone numbers of current complaint managers. (*see note*)

(Note: Title IX regulations require districts to identify the name, address and telephone number of the person who is responsible for coordinating the district's compliance efforts. A policy should not be adopted with a person's name in it; rather, the identifying information can be added and amended as necessary.

Morgan County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Bereavement Leave	Descriptor Code: 5.3001	Issued Date: 11/06/12
		Rescinds: GBRIE	Issued: 06/04/01

- 1 The Morgan County Board of Education shall provide three (3) days of bereavement leave for all fulltime
- 2 employees in the event of the death of a family member.

- 3 For the purpose of this policy, a family member shall be defined as a spouse, parent, step-parent, parent-
- 4 in-law, brother-in-law, sister-in-law, child or sibling, grandparent and grandchild.

- 5 Employees shall receive regular scheduled pay. The Board shall provide a substitute teacher where
- 6 applicable.
- 7
- 8

Morgan County Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 03/01/22
		Rescinds: 5.302	Issued: 03/03/20

1 **PROFESSIONAL PERSONNEL**

2 Professional personnel shall earn one (1) day of sick leave for each month employed during the school
3 year, and these days shall accumulate for an unlimited number of days.¹

4 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness
5 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,
6 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law,
7 daughter-in-law, son-in-law, brother-in-law, and sister-in-law.²

8 A signed statement listing the cause of absence shall be provided by the employee on forms furnished
9 by the Director of Schools and shall promptly be given to the immediate supervisor in support of all
10 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

11 Documentation from a physician may be required in support of any claim for sick leave pay.

12 The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit
13 of his/her sick leave accumulation.

14 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
15 Director of Schools' office.

16 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee
17 school district, provided that the Director of Schools of the district in which the accumulated leave was
18 held provides notarized verification.³

19 **SUPPORT PERSONNEL**

20 Support personnel shall earn one (1) day of sick leave for each month an employee is employed.

21 At the termination of the employment of any employee, all unused sick leave accumulated by the
22 employee shall be forfeited.

23 The immediate supervisor may require documentation from a physician stating the reason for absence.

24 **SICK LEAVE BANK**

25 The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an
26 unplanned personal illness, injury, or disability, and whose personal sick leave is exhausted.

1 To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition
2 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
3 be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and
4 regulations consistent with state law.⁶ Employees wishing to participate shall initially give two (2) days
5 of sick leave. These days are to be deducted from the employee's personal accumulation and donated to
6 the sick leave bank. Donations of sick leave to the bank are nonrefundable and nontransferable.⁷

7 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
8 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
9 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
10 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
11 employee.⁷

12 An employee who is a member of the sick leave bank may request an allotment of days (for the
13 employee's personal illness only) in the manner designated by the trustees. The need for these days shall
14 be verified by a statement from a physician.

15 By written notice to the trustees, an employee may withdraw from bank participation on June 30th of any
16 year.⁸ Membership withdrawal results in forfeiture of all days contributed.

17 The sick leave bank shall be operated in accordance with state law.⁹

Morgan County Board of Education			
Monitoring: Review: Annually, in January	Descriptor Term: Personal and Professional Leave	Descriptor Code: 5.303	Issued Date: 03/01/22
		Rescinds: 5.303	Issued: 06/06/94

1 Professional employees shall earn personal and professional leave at the rate of one (1) day for each half-
 2 year employed for a total of two (2) days per year. Any personal and professional leave remaining unused
 3 at the end of a year shall be credited to sick leave.¹

4 If, at the termination of services, any employee has been absent for more days than leave has been earned,
 5 an amount sufficient to cover the excess days used shall be deducted from the employee’s final salary
 6 payment.²

7 **PERSONAL LEAVE**

8 Subject to the following conditions, personal leave may be taken at the discretion of the employee:

- 9 1. Except in an emergency, each employee shall give the principal at least five (5) days’ notice in
 10 writing of intent to take leave;
- 11 2. The approval of the principal of the school shall be required:³
 - 12 a. If more than ten percent (10%) of the teachers in any given school request its use on the
 13 same day;
 - 14 b. If requested during any prior established student examination period;
 - 15 c. If requested on the day immediately preceding or following a holiday or vacation period;
 - 16 d. If personal leave is requested for days scheduled for professional development or in-
 17 service training, according to a school calendar adopted by the Board prior to the
 18 commencement of the school year; or
 - 19 e. If personal leave is requested for days scheduled for parent-teacher conferences,
 20 according to a school calendar adopted by the Board prior to the commencement of the
 21 school year.

22 **PROFESSIONAL LEAVE**

23 Professional leave is a short, temporary absence for the purpose of attending workshops and other
 24 meetings relating to school business or serving on boards and commissions which meet during daytime
 25 hours when appointed by a mayor, city council, county executive, or county commission.⁴

Morgan County Board of Education			
Monitoring: Review: Annually, in February	Descriptor Term: Long-Term Leaves of Absence for Professional Personnel	Descriptor Code: 5.304	Issued Date:
		Rescinds: GBRI	Issued:

1 Any person holding a position requiring a license to teach shall be granted leave for military service,
 2 legislative service, maternity, adoption, recuperation of health, educational improvements or other
 3 sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits. All
 4 leaves shall be requested in writing at least thirty (30) days in advance on forms provided by the director
 5 of schools. The 30-day notice may be waived or reduced by the director of schools upon submission of
 6 a certified statement by a physician. The application for leave forms shall require:

- 7 1. A description of the type of leave requested;
- 8 2. The requested dates for beginning and ending the leave; and
- 9 3. A statement of intent to return to the position from which leave is granted.

10 Each request for leave must be acted upon by the director of schools within fifteen (15) days. Each
 11 applicant shall be notified in writing of the action of the director and the beginning and ending dates of
 12 the leave which is granted. All leaves, except military leave, shall be from a specific date to a specific
 13 date. However, any leave may be extended by the director of schools upon written request from the
 14 teacher. Military leave shall be granted for whatever period may be required. The procedure and
 15 condition for extending a leave are the same as those used when originally requesting and granting the
 16 leave.

17 Positions vacated for less than twelve (12) months by teachers on leave shall be filled with an interim
 18 teacher while the teacher is on leave. If the teacher returns from leave within 12 months, the interim
 19 teacher shall relinquish the position. If the leave exceeds twelve (12) months, the teacher shall be placed
 20 in the same or a comparable position upon return.

21 Part-time leaves may be granted by the director of schools upon written request for the same conditions
 22 as for full-time leave.

23 Any teacher on leave shall notify the director of schools at least thirty (30) days prior to the date of return
 24 if the teacher does not intend to return to the position from which he/she is on leave. Failure to give such
 25 notice shall be considered breach of contract.¹

1 *PAY AND BENEFITS*

2 All leave granted in conformance with this policy shall be without pay except as may be covered by sick
3 leave in the case of maternity and recuperative leaves. Employees shall have the opportunity to continue
4 participation, at their own expense, in group insurance plans subject to restrictions of the insuring carrier.

5 Employees who take leave under the provisions of the Family Medical Leave Act (FMLA) shall have
6 the same portion of their insurance premiums paid by the Board as is paid for active employees. This
7 leave is limited to twelve (12) weeks and subject to the restrictions and conditions of the Family and
8 Medical Leave Act.

Morgan County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 02/11/16
		Rescinds: 5.305	Issued: 08/13/13

1 PURPOSE

2 To entitle employees to take reasonable leave for medical reasons, for the birth or adoption of a child,
3 and for the care of a child, spouse or parent who has a serious health condition.

4 ELIGIBILITY

5 Anyone who has been employed for at least twelve (12) months by the school system and anyone
6 who has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited
7 for service for purposes of FMLA eligibility¹) during the previous twelve-month period.²

8 GENERAL PRINCIPLES

- 9 1. Any employee shall be granted, upon request, up to twelve (12) weeks unpaid leave for the birth
10 or adoption of a child, the care of a child, spouse, or parent who has a serious health condition
11 or for qualifying exigencies arising out of the fact that the employee's spouse, child, or parent
12 is on active duty, or has been notified of an impending call or order to active duty, in support
13 of a contingency operation. (Any employee requesting leave due to pregnancy, childbirth, or
14 adoption shall be granted up to four (4) months leave.)³
- 15 2. Any employee on maternity leave shall be permitted to use accumulated sick leave during
16 the period of actual physical disability only. Otherwise, the maternity leave shall be unpaid
17 leave. A teacher may use up to thirty (30) days of accumulated sick leave for the adoption of
18 a child. If both adoptive parents are teachers, only one parent may request leave. Written
19 verification from the adoption agency or other entity handling the adoption shall be required
20 before the leave is granted.⁴
- 21 3. A physician's statement may be required by the director of schools when determining the period
22 of actual physical disability.⁵
- 23 4. Request for leaves and extension of leaves shall conform to state law governing all leaves
24 of absence.

25 QUALIFYING EXIGENCIES

26 Qualifying exigencies include:

- 27 • Issues arising from a covered service member's short notice deployment (i.e., less days of notice)
28 for a period of seven days from the date of notification;
- 29 • Military events and related activities, such as official ceremonies, programs, or events sponsored
30 by the military or family support or assistance programs and informational briefings sponsored

1 or promoted by the military, military service organizations, or the American Red Cross that are
2 related to the active duty or call to active duty status of a covered service member;

- 3 • Making or updating financial and legal arrangements to address a covered service member's
4 absence;
- 5 • Attending counseling provided by someone other than a health care provider for oneself, the
6 covered service member, or the child of the covered service member, the need for which arises
7 from the active duty or call to active duty status of the covered service member;
- 8 • Taking up to 15 days of leave to spend time with a covered service member who is on short-term
9 temporary, rest and recuperation leave during deployment;
- 10 • Attending to certain post-deployment activities, including attending arrival ceremonies,
11 reintegration briefings and events, and other official ceremonies or programs sponsored by the
12 military for a period of 90 days following the termination of the covered service member's active
13 duty status, and addressing issues arising from the death of a covered service member;
- 14 • Any other event that the employee and employer agree is a qualifying exigency.

15 **MILITARY CAREGIVER LEAVE⁸**

16 An eligible employee who is a spouse, child, parent, or next of kin of a covered service member
17 or covered veteran with a serious injury or illness shall be granted up to a total of 26 workweeks of
18 unpaid leave during a “single 12-month period” to care for the covered service member or covered
19 veteran. A covered service member is a current member of the Armed Forces, including a member
20 of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
21 otherwise in out-patient status, or is otherwise on the temporary disability retired list, for a serious
22 injury or illness. A covered veteran is an individual who was a member of the Armed Forces at any
23 time during the period of 5 years preceding the date of the medical treatment, recuperation, or therapy
24 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
25 therapy. The calculation of this 5-year period shall not include the interval of October 28, 2009
26 through March 8, 2013.

27 For covered service members, a serious injury or illness is one that was incurred by a service member
28 in the line of duty on active duty that may render the service member medically unfit to perform the
29 duties of his or her office, grade, rank, or rating. For covered veterans, a serious injury or illness is
30 defined as:

- 31 (i) a continuation of a serious injury or illness that was incurred or aggravated in the line of
32 duty while on active duty that rendered the veteran unable to perform the duties of the
33 veteran's office, grade, rank, or rating;
- 34 (ii) a physical or mental condition for which the veteran has received a U.S. Department of
35 Veterans Affairs Service Related Disability Rating (VASRD) of 50 percent or higher, and
36 such VASRD rating is based, in whole or in part, on the condition precipitating the need for
37 military caregiver leave;

- 1 (iii) a physical or mental condition that substantially impairs the veteran's ability to secure or
2 follow a substantially gainful occupation by reason of a disability or disabilities related to
3 military service, or would do so absent treatment or
- 4 (iv) an injury, including a psychological injury, on the basis of which the veteran has been
5 enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for
6 Family Caregivers.

7 The “single 12-month period” for leave to care for a covered service member or covered veteran
8 with a serious injury or illness begins on the first day the employee takes leave for this reason and
9 ends 12 months later, regardless of the 12-month period established by the employer for other
10 types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of
11 leave to provide care for a covered service member. ⁹The maximum of 24 workweeks may include no
12 more than 12 workweeks of leave that is taken for the birth and care of a newborn child, for placement
13 of a child for adoption or foster care, for care of a parent who has a serious health condition, or for the
14 employee’s own serious health condition.⁹

15 **RESTRICTIONS**

- 16 1. For foreseeable leave, the employee shall provide the director of schools with at least thirty (30)
17 days written notice before the beginning of the anticipated leave.
- 18 2. The director may require that a request for leave be supported by certification issued by a health
19 care provider with the following information:
 - 20 a. The date on which the serious health condition commenced;
 - 21 b. The probable duration of the condition;
 - 22 c. The appropriate medical facts within the knowledge of the health care provider regarding
23 the condition, and
 - 24 d. A statement that the eligible employee is needed to care for the son, daughter, spouse or
25 parent and an estimate of the amount of time that such employee is needed.
- 26 3. If there is any reason to doubt the validity of the certification provided, the director may require,
27 at the expense of the school system, an opinion of a second health care provider.
- 28 4. Once it has been established that the leave requested qualifies for FMLA, the director of
29 schools/designee shall notify the employee within two (2) business days (absent extenuating
30 circumstances) that —

31 Any leave taken pursuant to state leave statutes (paid vacation leave, personal
32 leave, sick leave or worker's compensation) shall run concurrently with FMLA
33 leave.⁶

34 The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in

1 writing, no later than the following pay day.⁷

2 5. Intermittent Leave - When a licensed employee requests foreseeable leave for planned medical
3 treatment and the employee would be on leave for greater than 20% of the total number of
4 working days in the period during which the leave would extend, the school may require that
5 such employee elect either to take the leave for periods of a particular duration, not to exceed the
6 duration of the planned medical treatment or to transfer temporarily to an available alternative
7 position offered by the school system for which the employee is qualified, and that has equivalent
8 pay and benefits and better accommodates recurring periods of leave.

9 6. Period Near the End of an Academic Term (Professional employees) - If leave is taken more than
10 five (5) weeks prior to the end of the term, the director of schools may require the employee to
11 continue taking leave until the end of the term if the leave is at least three (3) weeks of duration
12 and the return of employment would occur during the three (3) week period before the end of the
13 term.

14 If the leave is taken five (5) weeks prior to the end of the term, the director of schools may require
15 the employee to continue taking leave until the end of the term if the leave is greater than two (2)
16 weeks duration and the return to employment would occur during the two (2) week period before
17 the end of the term.

18 7. Any employee eligible under state law who requests leave due to pregnancy, childbirth, or
19 adoption shall be granted up to four (4) months leave.³ FMLA leave for birth and care of a
20 newborn child or for placement of a child for adoption or foster care, shall run concurrently with
21 the state leave.³

22 8. Spouses who are both eligible employees for the school district are limited to a combined total
23 of 12 workweeks of FMLA leave in a single 12 month period if the leave is taken for birth and
24 care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent
25 who has a serious health condition.⁸ Under certain circumstances, spouses who share such leave
26 may be eligible for limited amounts of additional leave for other qualifying FMLA reasons.^{8 9}

27 **REQUIREMENTS OF THE BOARD**

28 1. The employee shall be restored to the same position of employment or an equivalent position
29 with no loss of benefits, pay or other terms of employment.

30 2. The employee shall be kept under any group health plan for the duration of the leave.

31 3. The Board may recover the premium paid under the following conditions:

32 a. The employee fails to return from leave after the period of leave has expired.

33 b. The employee fails to return to work for a reason other than the continuation, recurrence,
34 or onset of a serious health condition or other circumstances beyond the control of the
35 employee.

Morgan County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Military Leave	Descriptor Code: 5.306	Issued Date:
		Rescinds: GBRID	Issued: 04/05/04

1 Employees who are members of any reserve component of the Armed Forces of the United States shall
 2 be granted leave of absence for all periods of military service during which they are engaged in the
 3 performance of duty or training in the service of the state or the United States.¹ Reservists who anticipate
 4 military duty during the school year must give written notice to the director of schools, within thirty (30)
 5 days of the beginning of the school year, of the dates of the anticipated duty. While performing such
 6 duty or training, the employee shall be paid his/her regular salary up to a maximum of twenty (20)
 7 working days in any one (1) calendar year, plus such additional days as may result from any call to active
 8 state duty.² An employee called to active duty by the governor to enforce the laws of the state shall be
 9 paid his/her regular salary for such time as he/she is engaged in the performance of his/her duty, and any
 10 time spent in active state duty shall not count against the twenty-day period of leave allowed for military
 11 service.³

12 Request for leaves and extension of leaves shall conform to state law and board policy governing all
 13 leaves of absence. Failure to comply with applicable laws and policies shall constitute grounds for
 14 dismissal.

15 The employee shall supply a copy of the orders for duty, including the dates of departure and return it to
 16 the director of schools prior to, or simultaneous with, requesting leave

Morgan County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Physical Assault Leave	Descriptor Code: 5.307	Issued Date: 08/13/13
		Rescinds:	Issued:

1 A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or
 2 other violent criminal acts committed in the course of the teacher's employment duties, shall receive
 3 workers' compensation or comparable benefits without loss of accumulated or granted sick, personal or
 4 professional leave.¹

5 The school system shall continue to pay the teacher's full benefits including, but not limited to health
 6 insurance benefits, until the earlier of the date on which the teacher is released by the teacher's physician
 7 to return to work or the date on which the teacher is determined by the teacher's physician to be
 8 permanently disabled from returning to work.²

9 A signed statement listing the cause of the absence shall be provided by the employee on forms furnished
 10 by the director of schools and shall promptly be given to the immediate supervisor in support of all
 11 claims. A certificate from the physician on forms furnished by the director of schools may also be
 12 required to verify the extent of the injury.³

Morgan County Board of Education

Monitoring: Review: Annually, in February	Descriptor Term: Legislative Leave	Descriptor Code: 5.309	Issued Date:
		Rescinds:	Issued:

1 Certified employees who have been elected to state or local law-making bodies shall be granted personal
 2 leave or leave without pay for the time those law-making bodies are in official session or while attending
 3 official meetings outside the session.¹

4 In addition, certified employees shall be granted leave to serve on any board or commission of the state
 5 when the appointment is made by the Governor or General Assembly. Such leave shall not be counted
 6 against any other accumulated leave credits. The employee shall notify the principal at least five (5) days
 7 prior to leave being taken.²

Morgan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Salary Deductions	Descriptor Code: 2.803	Issued Date:
		Rescinds: DJCB	Issued: 11/01/1999

Central Office

Upon appropriate written authorization, the Board shall make deductions approved by the Board from the salary of the employee. Authorization must be made on forms provided by the Board and filed in the office of the director of schools.

An employee may change or terminate any salary deduction upon written notification to the Board.

Morgan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Payroll Procedures	Descriptor Code: 2.802	Issued Date: 03/03/15
		Rescinds: 2.802	Issued: 11/04/14

Professional Staff (Certified)

Certified personnel have the option of either twenty (20) or twenty four (24) semi-monthly installments and will be paid on the 15th and 30th unless it falls on the weekend. In such cases, payment will be made on the previous Friday. Exception: For the Christmas break, the December 30th check will be paid on the last working day prior to the break. No other advance payments of salary shall be made.

Effective July 1, 2015, all ten (10) month certified personnel will be paid twenty four (24) installments.

The 200 day contracted employees receive payroll checks beginning August 15 and ending May 30. Those employees with greater than a 200 day contract, payroll begins July 15 and ends June 30.

Non-Certified Personnel

All non-certified personnel shall be paid bi-weekly each calendar month for which they are employed on dates established by payroll personnel.

(Exceptions: Bus drivers, Department supervisors, and Technology employees are paid on the 15th and 30th of each month)

Upon resignation or retirement of school personnel, final salary payment shall be withheld until all records and assets in custody of the employee are satisfactorily transferred to his successor or another designated person.

Direct deposit will be required of all new hires effective July 1, 2015.

Morgan County Board of Education			
Monitoring: Review: Annually, in April	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 04/11/23
		Rescinds: 5.200	Issued: 03/07/17

SUSPENSION PENDING AN INVESTIGATION¹

The director of schools/designee may suspend a teacher at any time that may seem necessary, pending investigation or final deposition of a case before the board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a department of children’s services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. Under no circumstances shall the director of schools suspend a teacher with pay. If vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS^{2,3,4}

A director of schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the director at a conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

Under no circumstances shall a director of schools suspend a tenured teacher with pay. If reinstated, the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an appropriate penalty.

DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁵

The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing officers, as defined under Tennessee law.

When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal or a suspension greater than three days, the charges shall be made in writing, specifically stating the offenses which are charged and shall be signed by the party or parties making the charges.

If, in the opinion of the Board, the charges are of such a nature as to warrant the release of a suspension greater than three days of the teacher, the director of schools shall give the teacher a written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the teacher of his/her legal duties, rights and recourse.

A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt of notice give written notice to the director of schools of his/her request for a hearing.

The director of schools shall, within five (5) days after receipt of request, assign a hearing officer from the list maintained by the Board.

The hearing officer shall notify the parties, or the attorney, of the officer's assignment and direct the parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the scheduling of the hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of the proceedings.

Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The director of schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the Hearing officer, send the record back for additional evidence, revise the penalty or reverse the decision. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the Board is appealed to the Chancery court, the Board shall transmit the entire record prepared by the director and reviewed by the Board to the Chancery court for its review.

RESIGNATION

A teacher shall give the director of schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher, who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days notice requirement and permit a teacher to resign in good standing.

The condition under which it is permissible to break a contract with the Board are as follows:

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board; and
2. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.⁶

Any teacher on leave shall notify the director of schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁷

Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the Commissioner and request the suspension of a teacher's certificate. After the Commissioner has provided the teacher an opportunity for defense during a hearing, the Commissioner may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁸

RETIREMENT

Retirement shall mean termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or social security benefits.

Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

Central office personnel shall assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from TCRS to the central office. It shall be the responsibility of the retiring employee to file from benefits.

Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss of retirement benefits. Retired teachers may substitute teach for an additional ninety (90) days if the director of schools certifies in writing to the Board that no other qualified personnel are available to substitute teach.⁹

The director of schools may employ teachers retired for a least one year for full-time employment as a kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or suspended under certain conditions, which include but are not limited to the following:¹⁰

1. The director of schools of the employing system must certify in writing that no other qualified individuals are available to fill the position;
2. The Commissioner of Education must certify that the employing school system serves an area that lacks qualified teachers to serve in the position to be filled;
3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive medical insurance coverage; and
5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board for teachers with no experience filling similar positions, nor more than eight-five percent (85%) of the rate of compensation set by Board for teachers with comparable training and years of experience filling similar positions.

Upon retirement, in compliance with the guidelines set forth under TCRS, a teacher shall be paid for unused accumulated sick leave. This applies to teachers who have at least twenty (20) years of teaching experience with the Morgan County School System. The number of sick days paid shall not exceed two hundred (200) including any personal days applied to their sick leave balance. The rate per day shall be one hundred twenty-five dollars (\$125.00) for days 1-100 and thirty-five dollars (35.00) for days 101-200. In addition to this benefit, professionally licensed personnel may count their accumulated sick leave on their retirement.

This payment shall be made after the employee's retirement eligibility has been approved by the Tennessee Consolidated Retirement System. A letter of intent to retire must be submitted to the Human Resources Department and the director of schools by April 1st of the retirement year. In extreme circumstances, the Director has the ability to waive this deadline.

APPENDIX B

Right to Representative

In accordance with the Morgan County Schools Memorandum of Understanding (2.16 “Fair Treatment,” Section 2 “Right to Representation”), by signing this document, you agree that you were informed of your right to have a representative present. This representative can be anyone of your choosing, up to and including a Morgan County Education Association representative. This signature, in no way, indicates your guilt or innocence in the matter in which you will be informed, but rather serves as evidence that you were notified of your rights as an educator.

I wish to have _____ present during this meeting.

Teacher Signature/Date _____

Representative Signature/Date _____

Principal Signature/Date _____

I waive my right to have a representative present during this meeting:

Teacher Signature/Date: _____

APPENDIX C

Employment Related Complaints or Grievance Form
Morgan County Board Policy 5.501

The primary purpose of this procedure is to provide a means for securing, at the lowest level possible, equitable solutions to grievances.

Table with 4 columns: Name of Grievant, Position, School, and an empty column.

INFORMAL STEP

Consult one of the following based on type of grievance: IMMEDIATE SUPERVISOR - Employment related concerns OR DISTRICT COMPLAINT MANAGER - Grievances related to a violation of state or federal constitutional statutes: Title II, Title IX, Section 504, or Sexual Harassment under Title VII or Title IX

Table with 4 columns: Date Grievance Occurred, Date of Informal Meeting with Immediate Supervisor OR Complaint Managers, and two empty columns.

Position of Grievant [] Resolved [] Unresolved



1st FORMAL STEP - IMMEDIATE SUPERVISOR or DISTRICT COMPLAINT MANAGERS

Statement of Grievance (May attach additional pages if needed)

Large empty rectangular box for the statement of grievance.

Specific provision of board policy, state or federal statute, or agreement to have been allegedly violated.

Large empty rectangular box for the specific provision of policy.

Requested Remedy

Large empty rectangular box for the requested remedy.

Signature of Grievant

Date

Table with 4 columns: Date Received by Immediate Supervisor or Complaint Manager, Date of Formal Meeting with Immediate Supervisor or Complaint Managers, and two empty columns.

**All findings of the Complaint Managers will be reported directly to the Director of Schools.

Disposition of Immediate Supervisor (Employment related grievance only)

Signature of Immediate Supervisor

Date Disposition Issued

Signature of Grievant

Date Disposition Received by Grievant

Position of Grievant

Resolved

Unresolved

2nd FORMAL STEP – DIRECTOR OF SCHOOLS

Date Formal Grievance Form Received by Director of Schools		Date of Formal Meeting with Director of Schools	
---	--	--	--

Disposition of Director of Schools

Signature of Director of Schools

Date Disposition Issued

Signature of Grievant

Date Disposition Received by Grievant

Grievances Related to a Violation of State or Federal Constitutional Statutes Only: If the employee is not satisfied with the disposition of the Director of Schools, the employee may appeal the decision to the Board by making a written request to the complaint managers. See Board Policy 5.501 for further information and procedure.

APPENDIX D

Morgan County Salary Schedule 2023-2024

TEACHER BEP/LOCAL SALARY SCHEDULE (also TS)

STEP	BS	MS	MS+30	ED.S	DR.
	43,297	47,404	49,089	50,386	53,461
0	0	0	0	0	0
TOTAL	43,297	47,404	49,089	50,386	53,461
	43,900	47,458	50,451	51,732	54,820
1		0	0	0	0
TOTAL	43,900	47,458	50,451	51,732	54,820
	43,900	47,545	50,548	51,835	54,928
2		0	0	0	0
TOTAL	43,900	47,545	50,548	51,835	54,928
	44,029	47,813	50,836	52,152	55,274
3		0	0	0	0
TOTAL	44,029	47,813	50,836	52,152	55,274
	44,074	48,425	51,437	52,788	56,001
4		0	0	0	0
TOTAL	44,074	48,425	51,437	52,788	56,001
	44,288	49,124	52,177	53,485	56,857
5		0	0	0	0
TOTAL	44,288	49,124	52,177	53,485	56,857
	46,964	51,537	52,964	54,321	58,400
6	0	0	0	0	0
TOTAL	46,964	51,537	52,964	54,321	58,400
	46,981	51,560	53,672	55,076	59,626
7	0	0	0	0	0
TOTAL	46,981	51,560	53,672	55,076	59,626
	47,048	51,636	54,491	56,552	61,427
8	0	0	0	0	0
TOTAL	47,048	51,636	54,491	56,552	61,427
	47,048	52,245	55,463	57,769	62,747
9	0	0	0	0	0
TOTAL	47,048	52,245	55,463	57,769	62,747
	47,588	53,085	55,749	57,998	62,979
10	0		0	0	0

TOTAL	47,588	53,085	55,749	57,998	62,979
	50,671	55,540	56,913	59,235	64,310
11			0	0	0
TOTAL	50,671	55,540	56,913	59,235	64,310
	50,671	55,540	57,127	59,487	64,582
12			0	0	0
TOTAL	50,671	55,540	57,127	59,487	64,582
	51,036	56,173	58,353	60,746	65,956
13	0	0	0	0	0
TOTAL	51,036	56,173	58,353	60,746	65,956
	51,048	56,187	58,592	60,990	66,194
14	0	0	0	0	0
TOTAL	51,048	56,187	58,592	60,990	66,194
	51,159	56,431	59,827	62,295	67,609
15	0	0	0	0	0
TOTAL	51,159	56,431	59,827	62,295	67,609
	51,159	56,431	59,827	62,295	67,609
16	0	0	0	0	0
TOTAL	51,159	56,431	59,827	62,295	67,609
	51,402	57,408	60,862	63,390	68,819
17	0	0	0	0	0
TOTAL	51,402	57,408	60,862	63,390	68,819
	51,402	57,408	60,862	63,390	68,819
18	0	0	0	0	0
TOTAL	51,402	57,408	60,862	63,390	68,819
	52,257	58,395	61,921	64,502	70,073
19	0	0	0	0	0
TOTAL	52,257	58,395	61,921	64,502	70,073
	52,257	58,395	61,921	64,502	70,073
20	0	0	0	0	0
TOTAL	52,257	58,395	61,921	64,502	70,073

System-Wide Personnel

STEP	BS	MS	MS+30	ED.S	DR.
	43,297	47,749	50,756	52,099	54,734
0	0	0	0	0	0
TOTAL	43,297	47,749	50,756	52,099	54,734
	44,636	49,142	52,145	53,462	56,106
1	0	0	0	0	0
TOTAL	44,636	49,142	52,145	53,462	56,106
	44,734	49,229	52,242	53,565	56,214
2	0	0	0	0	0
TOTAL	44,734	49,229	52,242	53,565	56,214
	45,019	49,523	52,565	53,920	56,563
3	0	0	0	0	0
TOTAL	45,019	49,523	52,565	53,920	56,563
	45,579	50,176	53,199	54,602	57,338
4	0	0	0	0	0
TOTAL	45,579	50,176	53,199	54,602	57,338
	46,222	50,914	53,977	55,323	58,213
5	0	0	0	0	0

TOTAL	46,222	50,914	53,977	55,323	58,213
	46,975	51,706	54,805	56,205	59,794
6	0	0	0	0	0
TOTAL	46,975	51,706	54,805	56,205	59,794
	47,651	52,459	55,552	57,008	61,048
7	0	0	0	0	0
TOTAL	47,651	52,459	55,552	57,008	61,048
	48,436	53,342	56,428	58,551	62,874
8	0	0	0	0	0
TOTAL	48,436	53,342	56,428	58,551	62,874
	49,109	54,224	57,454	59,802	64,238
9	0	0	0	0	0
TOTAL	49,109	54,224	57,454	59,802	64,238

	49,572	54,542	57,737	60,043	64,476
10	0	0	0	0	0
TOTAL	49,572	54,542	57,737	60,043	64,476
	50,300	55,639	58,952	61,319	65,853
11	0	0	0	0	0
TOTAL	50,300	55,639	58,952	61,319	65,853
	50,779	55,852	59,165	61,585	66,118
12	0	0	0	0	0
TOTAL	50,779	55,852	59,165	61,585	66,118
	51,471	57,073	60,437	62,874	67,538
13	0	0	0	0	0
TOTAL	51,471	57,073	60,437	62,874	67,538
	51,951	57,331	60,675	63,153	67,772
14	0	0	0	0	0
TOTAL	51,951	57,331	60,675	63,153	67,772
	52,694	58,561	61,962	64,484	69,224
15	0	0	0	0	0
TOTAL	52,694	58,561	61,962	64,484	69,224
	52,694	58,561	61,962	64,484	69,224
16	0	0	0	0	0
TOTAL	52,694	58,561	61,962	64,484	69,224
	53,562	59,557	63,030	65,622	70,459
17	0	0	0	0	0
TOTAL	53,562	59,557	63,030	65,622	70,459
	53,562	59,557	63,030	65,622	70,459
18	0	0	0	0	0
TOTAL	53,562	59,557	63,030	65,622	70,459
	54,456	60,593	64,128	66,772	71,743
19	0	0	0	0	0
TOTAL	54,456	60,593	64,128	66,772	71,743

	54,456	60,593	64,128	66,772	71,743
20	0	0	0	0	0
TOTAL	54,456	60,593	64,128	66,772	71,743

APPENDIX E

Morgan County Schools Academic/Athletic Salary Supplements 2023-2024

Unused supplements CAN NOT be used for other sports.

Academic Salary Supplements 2023-2024

- Support \$1.47 per hour
- Lead Custodian and Custodian Step Raise
 - Year 0 Base 1-5 years' experience \$0.50 per hour
 - 6-10 years' experience \$0.50 per hour
 - 11 years and up \$0.25 per hour
- 2.75% supplement for MCCTC and PJ Assistant Principals
- 8% supplement for CES, CMS, PJ, and MCCTC Principals
- 9% supplement for CHS, OAK, and SHS Principals
- 5.5% supplement for CES, CMS, and PJ Assistant Principals
- 6% supplement for CHS, OAK, and SHS Assistant Principals
- 10% Supervisor Supplement
- 8% Teachers
- Maintenance Tech 1
 - Year 1-4 \$0.50
 - Year 5-10 \$0.50
 - Year 11+ \$0.25
- Maintenance Tech 2
 - Year 1-4 \$0.50
 - Year 5-10 \$0.50
 - Year 11+ \$0.25
- Mechanic
 - Year 1-4 \$1.00
 - Year 5-10 \$1.00
 - Year 11-15 \$2.25
 - Year 16-20 \$1.25
 - Year 20+ \$1.50
- Bus Driver
 - \$1.00 per day step raise Years 1-5
 - \$0.50 per day raise Years 6-15

Athletic Salary Supplements 2023-2024

High School

Head Football	14%
1 st Assistant	7%
2 nd Assistant	7%
Head Basketball	14%
Boy's assistant	7%
Girl's assistant	7%
Baseball and Softball	8%
Cheerleading Sponsor	3.5%
Track	5%
Volleyball	5%
Band (Marching)	5%
Annual Sponsor	3.5%
Athletic Director	3.5%

Middle School

Football	6%
Basketball	6%
Baseball and Softball	3.5%
Cheerleading Sponsor	2.5%
Athletic Director	2.5%

% Based on degree and years of experience (10 month)

Non-Faculty coaches % based on bachelor's degree (0 years' experience)

Retired teachers that are coaches would receive % based on their degree and service @ retirement.

APPENDIX F

**Morgan County Schools
NOTIFICATION OF INTENT TO RETIRE**

Retirement Incentive

The Morgan County Board of Education will provide up to a \$5,000 retirement incentive to certified employees that meet the following criteria:

1. Intent to retire submitted to the Central Office by March 15th
2. Meet TCRS retirement eligibility requirements
 - a. Age 60 and/or
 - b. 25 or more years of experience (regardless of age)
3. 25 or more years of service in Morgan County Schools would receive a \$5,000 retirement incentive.

Deadline is March 15

Retiree Insurance

The Morgan County Board of Education will provide \$3,000 per year for medical insurance to retirees that meet the following criteria:

1. 10 or more years of service with Morgan County Schools
2. Not Medicare eligible
3. Intent to retire submitted to the Central Office by March 15th
4. Meet TCRS retirement eligibility requirements
 - a. Age 60 and/or
 - b. 25 or more years of experience (regardless of age)

This incentive will be paid for a maximum of five years following retirement or until the employee is eligible for Medicare whichever comes first. The employee is not eligible the year they turn 65. Checks will be mailed on September 15th of each year.

Deadline is March 15

This is to show intent to retire from the Morgan County Schools System. This is not a contract to retire and does not replace the official notice of retirement to the Director of Schools when you do retire.

Retiree's Name (Please Print) _____

Retiree's Date of Birth _____

Retiree's Social Security Number _____

Expected Date of Retirement _____

Retiree's Actual Years of Service (Years and months) _____

Retiree's Sick Leave Credit _____

Signature of Retiree _____ Date _____

Date Received by Central Office _____

MORGAN COUNTY BOARD OF EDUCATION
Food Service
September 5, 2023
BUDGET AMENDMENT
#5

DEBIT			
143-49700	INSURANCE RECOVERY		<u>6,651.50</u>
		TOTAL	6,651.50

CREDIT			
143-73100-336	MAINTENANCE AND REPAIR SERVICES-EQU		<u>6,651.50</u>
		TOTAL	6,651.50

Explanation: Insurance recovery - Sunbright Claim April 2023

Superintendent

Date

Chairman of the Board

Date

MORGAN COUNTY BOARD OF EDUCATION
Solomon Foundation
September 5, 2023
BUDGET AMENDMENT
#6

DEBIT			
141-39000	Fund Balance		<u>1,085.00</u>
		TOTAL	1,085.00

CREDIT			
141-72290-599	OTHER CHARGES		<u>1,085.00</u>
		TOTAL	1,085.00

Explanation: Additional carry over. Check was returned from Syllabusx.

Superintendent

Date

Chairman of the Board

Date

MORGAN COUNTY BOARD OF EDUCATION

Tn All Corps

September 5, 2023

BUDGET AMENDMENT

#7

DEBIT

142-47401-935	Tn All Corp 2023/2024 budget	126,630.00
	TOTAL	<u>126,630.00</u>

CREDIT

142-71100-163-935	EDUCATIONAL ASSISTANTS	92,707.33
142-71100-189-935	OTHER SALARIES & WAGES	2,300.00
142-71100-201-935	SOCIAL SECURITY	6,000.00
142-71100-204-935	STATE RETIREMENT	6,500.00
142-71100-206-935	LIFE INSURANCE	175.00
142-71100-210-935	UNEMPLOYMENT COMPENSATION	300.00
142-71100-212-935	EMPLOYER MEDICARE	1,380.00
142-71100-429-935	INSTRUCTIONAL SUPPLIES	16,467.67
142-71100-599-935	OTHER CHARGES	800.00
	TOTAL	<u>126,630.00</u>

Explanation: Tn All Corp 2023/2024 budget

Superintendent

Date

Chairman of the Board

Date

MORGAN COUNTY BOARD OF EDUCATION

Esser 3.0

September 5, 2023

BUDGET AMENDMENT

#8

DEBIT

142-47401-934	Esser 3.0 2023/2024 budget		828,401.07
		TOTAL	<u>828,401.07</u>

CREDIT

142-71100-116-934	TEACHERS		135,189.00
142-71100-189-934	OTHER SALARIES & WAGES		10,000.00
142-71100-201-934	SOCIAL SECURITY		8,382.00
142-71100-204-934	STATE RETIREMENT		9,207.00
142-71100-206-934	LIFE INSURANCE		74.00
142-71100-207-934	MEDICAL INSURANCE		34,500.00
142-71100-208-934	DENTAL INSURANCE		550.00
142-71100-210-934	UNEMPLOYMENT COMPENSATION		545.00
142-71100-212-934	EMPLOYER MEDICARE		1,961.00
142-71100-312-934	CONTRACTS WITH PRIVATE AGENCIES		68,669.19
142-71100-399-934	OTHER CONTRACTED SERVICES		117,490.00
142-71100-429-934	INSTRUCTIONAL SUPPLIES		15,000.00
142-71200-163-934	EDUCATIONAL ASSISTANTS		59,304.00
142-71200-201-934	SOCIAL SECURITY		3,677.00
142-71200-204-934	STATE RETIREMENT		3,600.00
142-71200-206-934	LIFE INSURANCE		111.00
142-71200-207-934	MEDICAL INSURANCE		20,000.00
142-71200-208-934	DENTAL INSURANCE		500.00
142-71200-210-934	UNEMPLOYMENT COMPENSATION		238.00
142-71200-212-934	EMPLOYER MEDICARE		860.00
142-71200-429-934	INSTRUCTIONAL SUPPLIES		8,887.88
142-71200-471-934	SOFTWARE		3,500.00
142-71200-725-934	SPECIAL EDUCATION EQUIPMENT		33,200.00
142-72120-131-934	MEDICAL PERSONNEL		259,000.00
142-72120-201-934	SOCIAL SECURITY		16,058.00
142-72120-204-934	STATE RETIREMENT		17,638.00
142-72120-206-934	LIFE INSURANCE		260.00
		TOTAL	<u>828,401.07</u>

Explanation: Esser 3.0 budget 2023/2024 budget

Superintendent

Date

Chairman of the Board

Date

MORGAN COUNTY BOARD OF EDUCATION

Esser 3.0

September 5, 2023

BUDGET AMENDMENT

#9

DEBIT

142-47401-934	Esser 3.0 2023/2024 budget	497,790.02
	TOTAL	<u>497,790.02</u>

CREDIT

142-72120-207-934	MEDICAL INSURANCE	15,000.00
142-72120-208-934	DENTAL INSURANCE	1,500.00
142-72120-210-934	UNEMPLOYMENT COMPENSATION	1,036.00
142-72120-212-934	EMPLOYER MEDICARE	3,756.00
142-72120-735-934	HEALTH EQUIPMENT	17,929.02
142-72130-123-934	GUIDANCE PERSONNEL	139,150.00
142-72130-201-934	SOCIAL SECURITY	8,628.00
142-72130-204-934	STATE RETIREMENT	8,447.00
142-72130-206-934	LIFE INSURANCE	259.00
142-72130-207-934	MEDICAL INSURANCE	24,400.00
142-72130-208-934	DENTAL INSURANCE	500.00
142-72130-210-934	UNEMPLOYMENT COMPENSATION	557.00
142-72130-212-934	EMPLOYER MEDICARE	2,018.00
142-72210-163-934	EDUCATIONAL ASSISTANTS	124,972.00
142-72120-201-934	SOCIAL SECURITY	7,750.00
142-72210-204-934	STATE RETIREMENT	7,587.00
142-72210-206-934	LIFE INSURANCE	222.00
142-72210-207-934	MEDICAL INSURANCE	14,400.00
142-72210-208-934	DENTAL INSURANCE	750.00
142-72210-210-934	UNEMPLOYMENT COMPENSATION	500.00
142-72210-212-934	EMPLOYER MEDICARE	1,813.00
142-72210-499-934	OTHER SUPPLIES AND MATERIALS	30,000.00
142-72250-138-934	INSTRUCTIONAL COMPUTER PERSONNEL	61,391.00
142-72250-201-934	SOCIAL SECURITY	3,807.00
142-72250-204-934	STATE RETIREMENT	4,181.00
142-72250-206-934	LIFE INSURANCE	37.00
142-72250-207-934	MEDICAL INSURANCE	17,200.00
	TOTAL	<u>497,790.02</u>

Explanation: Esser 3.0 budget 2023/2024 budget

Superintendent

Date

Chairman of the Board

Date

MORGAN COUNTY BOARD OF EDUCATION

Esser 3.0

September 5, 2023

BUDGET AMENDMENT

#10

DEBIT

142-47401-934	Esser 3.0 2023/2024 budget		<u>1,555,208.48</u>
		TOTAL	1,555,208.48

CREDIT

142-72250-208-934	DENTAL INSURANCE		250.00
142-72250-210-934	UNEMPLOYMENT COMPENSATION		246.00
142-72250-212-934	EMPLOYER MEDICARE		891.00
142-72250-790-934	OTHER EQUIPMENT		246,303.00
142-72410-139-934	ASSISTANT PRINCIPALS		416,100.00
142-72410-201-934	SOCIAL SECURITY		25,800.00
142-72410-204-934	STATE RETIREMENT		28,337.00
142-72410-206-934	LIFE INSURANCE		225.00
142-72410-207-934	MEDICAL INSURANCE		57,000.00
142-72410-208-934	DENTAL INSURANCE		1,500.00
142-72410-210-934	UNEMPLOYMENT COMPENSATION		1,665.00
142-72410-212-934	EMPLOYER MEDICARE		6,035.00
142-72610-720-934	PLANT OPERATION EQUIPMENT		80,000.00
142-72710-729-934	TRANSPORTATION EQUIPMENT		412,000.00
142-99100-504-934	INDIRECT COST		178,856.48
142-72210-790-934	OTHER EQUIPMENT		<u>100,000.00</u>
		TOTAL	1,555,208.48

Explanation: Esser 3.0 budget 2023/2024 budget

Superintendent

Date

Chairman of the Board

Date

Morgan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: Sick Leave	Descriptor Code: 5.302	Issued Date: 03/01/22
		Rescinds: 5.302	Issued: 03/03/20

1 PROFESSIONAL PERSONNEL

2 Professional personnel shall earn one (1) day of sick leave for each month employed during the school
3 year, and these days shall accumulate for an unlimited number of days.¹ **Sick leave days shall be credited**
4 **to professional personnel at the beginning of the school year. Sick leave taken in excess of accumulated**
5 **days shall be without pay.**

6 Sick leave shall be defined as: illness of a teacher from natural causes or accident, quarantine, or illness
7 or death of a member of the immediate family of a teacher, including the teacher's wife or husband,
8 parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law,
9 daughter-in-law, son-in-law, brother-in-law, and sister-in-law.²

10 A signed statement listing the cause of absence shall be provided by the employee on forms furnished
11 by the Director of Schools and shall promptly be given to the immediate supervisor in support of all
12 claims for sick leave pay. A falsified statement shall be grounds for dismissal.

13 Documentation from a physician may be required in support of any claim for sick leave pay.

14 The principal shall notify the Director of Schools' office at once if an employee is sick beyond the limit
15 of his/her sick leave accumulation.

16 Permanent, cumulative sick leave records for each active professional employee shall be kept in the
17 Director of Schools' office.

18 A teacher, upon employment, may transfer his/her accumulated sick leave from another Tennessee
19 school district, provided that the Director of Schools of the district in which the accumulated leave was
20 held provides notarized verification.³

21 SUPPORT PERSONNEL

22 Support personnel shall earn one (1) day of sick leave for each month an employee is employed. **Sick**
23 **leave days shall be credited to support personnel at the beginning of the school year. Sick leave taken in**
24 **excess of accumulated days shall be without pay.**

25 At the termination of the employment of any employee, all unused sick leave accumulated by the
26 employee shall be forfeited.

27 The immediate supervisor may require documentation from a physician stating the reason for absence.

28

1

2 **SICK LEAVE BANK**

3 The purpose of the sick leave bank is to provide sick leave to all employees⁴ who have suffered an
4 unplanned personal illness, injury, or disability, and whose personal sick leave is exhausted.

5 To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition
6 the Board for permission to establish a sick leave bank.⁵ Upon approval, sick leave bank trustees shall
7 be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and
8 regulations consistent with state law.⁶ Employees wishing to participate shall initially give two (2) days
9 of sick leave. These days are to be deducted from the employee's personal accumulation and donated to
10 the sick leave bank. Donations of sick leave to the bank are nonrefundable and nontransferable.⁷

11 At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee
12 if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess
13 each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick
14 leave at the time of assessment, the first earned days shall be donated as they are accrued by the
15 employee.⁷

16 An employee who is a member of the sick leave bank may request an allotment of days (for the
17 employee's personal illness only) in the manner designated by the trustees. The need for these days shall
18 be verified by a statement from a physician.

19 By written notice to the trustees, an employee may withdraw from bank participation on June 30th of any
20 year.⁸ Membership withdrawal results in forfeiture of all days contributed.

21 The sick leave bank shall be operated in accordance with state law.⁹

 Legal References

1. TCA 49-5-710(a)(1)
2. TRR/MS 0520-01-02-.04(2)
3. TCA 49-5-710(a)(5)
4. TCA 49-5-811
5. TCA 49-5-803
6. TCA 49-5-804; TCA 49-5-805
7. TCA 49-5-807
8. TCA 49-5-806
9. TCA 49-5-801 *et seq.*

 Cross References

- Workers' Compensation 3.602
- Orientation and Probation 5.107
- Short Term Leaves of Absence 5.300
- Family and Medical Leave 5.305
- Physical Assault Leave 5.307

Morgan County Board of Education

Monitoring: Review: Annually, in September	Descriptor Term: Appeals to and Appearances Before the Board	Descriptor Code: 1.404	Issued Date:
		Rescinds: BCBI	Issued: 06/06/94

1 APPEALS TO THE BOARD

2 Any matter relating to the operation of the school system may be appealed to the Board. However, the
3 Board desires that all matters be settled at the lowest level of responsibility and will not hear complaints
4 or concerns which have not advanced through the proper administrative procedure from the point of origin.

5 If all steps of the administrative procedure have been pursued and there is still a desire to appeal to the
6 Board, the matter shall be referred in writing to the office of the director of schools and the Board shall
7 determine whether to hear the appeal.

8 APPEARING BEFORE THE BOARD

9 Individuals desiring to appear before the Board must submit a written request with descriptive materials
10 to the office of the director of schools seven (7) days before the meeting. If the request is approved by
11 the Executive Committee, the item will be placed on the agenda. Individuals placed on the agenda will
12 be recognized at the beginning of the meeting and given time to speak when their topic of interest is
13 addressed on the agenda. All requests submitted will be included in the board packet.

14 If an individual wishes to address the Board on an item on the agenda, he/she may sign up on the form
15 provided before the beginning of the board meeting to request time to speak. Delegations must select
16 only one individual to speak on their behalf unless otherwise determined by the Board.

17 The chair may recognize individuals not on the agenda for remarks to the Board if it is determined that
18 such is in the public interest. A majority vote of members present can overrule the decision of the chair.

19 Individuals speaking to the Board shall address remarks to the chair and may direct questions to
20 individual board members or staff members only upon approval of the chair. Each person speaking shall
21 state his name, address, and subject of presentation. Remarks will be limited to 3 minutes unless time is
22 extended by the Board. The chair shall have the authority to terminate the remarks of any individual who
23 is disruptive or does not adhere to Board rules.¹

24 Individuals desiring additional information about any item on the agenda shall direct such inquiries to
25 the office of the director of schools.

Legal References

1. TCA 39-17-306

Cross References

School Board Meetings 1.400
Agendas 1.403
Complaints About School Personnel 5.502

Morgan County Board of Education

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="text-align: center;">CELL PHONE USE</h2>	Descriptor Code: Enter Code	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 Students are required to turn off phones and place in lockers when they arrive to school, Students are not
 2 permitted to have phones throughout the building. In the event of an emergency, parents can contact the
 3 Coalfield School main phone line (865-435-7332) and students may use the main phone line to contact home.

4 Additionally, NO wired or wireless headphones or earbuds or personal electronic devices are
 5 permitted for use during the school day unless at the direction of a teacher for a classroom
 6 a activity.

7 Due to concerns about social media and Improper use of cell phones during the school day, please see detailed
 8 cell phone policy below:

- 9 1. Students must turn off cell phone upon arriving to campus and place in their locker.
- 10 2. Students are not to use cell phones during the school day unless instructed by a teacher. Teachers will make
 11 administration aware when they will be using phones in advance.

12 3. Any student found to be sharing or distributing inappropriate messages or pictures online will be
 13 immediately reported to our SRO and the Morgan County Sheriff's Office.

14 4. Per the MCS Board Policy, "students are prohibited from using personally owned devices to record (video,
 15 audio, photograph) others". This could also be considered Cyberbullying - the use of cell phones, social
 16 networking sites or other types of digital technology to harass, threaten, discriminate, or intimidate others.
 17 Any violation of the cell phone policy will lead to action from administration including but not limited to
 18 consequences below:

19 1st violation: student cell phone, headphones, earbuds, or personal electronic devices will be confiscated and
 20 sent to the office. Student will be issued a warning in PowerSchool and phone will be kept in the office until
 21 parent/guardian comes to the school to pick up the phone.

22 2nd violation: student cell phone, headphones, earbuds, or personal electronic devices will be confiscated and
 23 sent to the office. Student will be assigned one day of ISS in PowerSchool and phone will be kept in the office
 24 until parent/guardian comes to the school to pick up the phone.

25 3rd violation: student cell phone, headphones, earbuds, or personal electronic devices will be confiscated and
 26 sent to the office. Student will be issued 2 days of ISS in PowerSchool and phone will be kept in the office until
 27 parent/guardian comes to the school to pick up the phone.

1 4th violation: student cell phone, headphones, earbuds, or personal electronic devices will be confiscated and
2 sent to the office. Student will be issued an OSS in PowerSchool and phone will be kept in the office until
3 parent/guardian comes to the school to pick up the phone. In addition, student may lose privilege of bringing
4 phone to school for a time to be determined.

5
