

Putnam County Board of Education

Memorandum of Understanding

July 1, 2018- June 30, 2021 School Years

An Agreement Developed Through Collaborative Conferencing

By:

Putnam County School System

Professional Educators of Tennessee

Putnam County Education Association

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Introduction

The duly authorized representatives of the professional employees of the Putnam County School District and the seven (7) authorized representatives of the Putnam County Board of Education, three (3) representatives of the Putnam County Education Association, three (3) representatives of the Putnam County Professional Educators of Tennessee, and one (1) unaffiliated certified Putnam County teacher (hereinafter “the parties”) have engaged in the process of collaborative conferencing pursuant to the Professional Educators Collaborative Conferencing Act of 2011, TCA § 49-5-601 et seq.

This memorandum of understanding is entered into pursuant to TCA § 45-5-609. The parties engaged in an interest-based collaborative problem-solving process that included the application of reflective practice and consensus building in agreement upon ground rules; the identification of various problems to be conferenced upon; identification and discussion of each parties’ respective interests; and the selection of possible actions to address the problems in line with the parties’ interests. The following is a summary of the results of this process.

Collaborative Conferencing Procedure

This MOU was developed with the Interest Based Collaborative Problem Solving (IBCBS) & Reflective Practice (RP) model, which involved a collaborative dialogue in which we listed problems, identified problem-related interests of individuals and constituents, and created action steps to address the problems. At various stages we employed a consensus model to finalize decisions.

Problems, Interests, and Actions

Continued Interests

Description: The Collaborative Conferencing Committee (CCC) met beginning on March 5, 2018 through April 9, 2018. Members were in agreement that the following interest items should be continued.

Interests: It is in the interests of all parties to continue these items.

Action Steps:

I. Professional Educational Organization Rights

All professional organizations will have equal access to facilities, equipment, and communication to disseminate information to members.

II. MOU Complaint Procedure

A. Definitions

1. A “complaint” is defined as a claim by:

a. A teacher covered by the terms of the agreement, that there has been a violation, misinterpretation, or misapplication of the terms and specific provision of the Memorandum of Understanding;

b. The teacher that feels there has been a violation, misinterpretation, or misapplication involving the rights of that teacher.

2. The term “complainant” is defined as a teacher making such a claim, which may complain any part of the MOU (that specifically pertains to the association, or petitioner of whose claim is specifically addressed in an article under the terms of this agreement.).

3. The term “days” shall mean any day, Monday through Friday, on which students attend school during the normal school year. After the last day of the normal school year, a “day” shall be Monday through Friday, excluding holidays and breaks.

4. The term “immediately involved supervisor” shall mean the lowest level supervisor with the authority to resolve the problem.

B. Procedures

The parties hereto acknowledge that it is usually more desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communication. Within ten (10) days of the time the complainant may hold an informal conference with the immediately involved supervisor. If, however, the informal process fails to satisfy the teacher, the complaint may be filed within five (5) days of the conference or at the end of the initial ten (10) days if a conference is not held following the procedure set forth below:

Step 1:

The complainant will present the complaint in writing to the immediately involved supervisor.

The immediately involved supervisor shall arrange for a meeting to take place within eight (8) days after receipt of the complaint. Within five (5) days of the meeting the complainant shall be provided with the supervisor’s written response including the reasons for the decision.

Step 2: If the complaint is not resolved at Step 1, then the complainant may refer the complaint to the Director or his/her designee within six (6) days after receipt of the Step 1 answer.

Step 3

If the complaint is not resolved in Step 1, then the complainant may refer the issue or problem to the Director or his/her designee within six (6) days after receipt of the Step 1 answer. The complainant shall arrange to meet with the Director or his/her designee within five (5) days of the appeal for a meeting. An association representative, if requested by the complainant, may be present for the meeting, but may not participate. Each party shall have the right to include in its presentation such witnesses as they desire. Within eight (8) days complainant shall be provided with the Director's response including the reasons for the decision.

Step 4

If the complaint is not resolved at Step 2, the complainant may, within ten (10) days of receipt of the Director's written response, request a review by the Board of Education at the next regularly scheduled Board meeting. The request shall be made in writing through the office of the Director of Schools. The Board shall review the case; shall hold a hearing with the teacher, if requested by the complainant; and shall render a decision in writing within ten (10) days of the review.

Copies of the decision of the Board of Education shall be sent to aggrieved teacher and, to the Director of schools.

C. Filing of Materials

All documents, communications, and records dealing with the processing of a complaint shall be filed separately from the personnel files of the participants. Complaint documents shall be confidential.

D. General

1. The Board and the teacher shall cooperate in the investigation of any complaint.
2. A complaint may be withdrawn at any time by the complainant without establishing precedent.
3. If the complainant fails to appeal a complaint at any level within the specified time limits, that complaint shall be deemed withdrawn.
4. Failure at any step of the procedure to communicate the decision on a complaint within the specified time limits shall permit the complainant to proceed to the next step.
5. Time limits prescribed in this procedure may be extended by mutual consent.
6. Processing complaints will be done at times that do not interfere with the teacher's assigned duties.
7. No reprisals shall be invoked against any teacher for processing a complaint or participating in a complaint procedure.

III. Dues Deduction

A. Authorization

Teachers who are members of a professional organization, or who have applied for membership, may sign for a professional organization to deliver to the Board an assignment authorizing payroll deduction of professional dues must be renewed each year.

B. Regular Deduction

Pursuant to the deduction authorization, as outlined in Section A, the Board shall deduct either: (a) one-tenth (1/10) of total dues from the regular salary payment of the teacher each month for ten (10) months, beginning in October and ending with the last payment of the fiscal year, or; (b) total dues from the October payment. The authorizing documents shall be submitted to the finance department of the Board of Education by September 20th of each school year.

C. Prorated Deductions

Deductions for teachers authorizing dues deductions after the date of the commencement of deductions as in Item B of this article shall be approximately prorated to be completed by the last payment of the fiscal year.

D. Duration

Authorization for dues deduction by a member of the professional organization shall continue in effect one year at a time. Revoking must be done in writing to the organization and they must notify payroll within 5 working days. The professional organization shall forward a copy of said notice to the office of the Director of schools or his/her designee by September 20th.

E. Termination of Teacher

Any teacher who authorizes payroll deduction of dues and subsequently terminates employment, deduction of dues will terminate upon the termination date. A quarterly report will be generated by payroll with changes in deductions for dues and given to the organization.

F. Transmission of Dues

Individual teachers will be notified via online pay stubs. The Board shall submit to the professional organization within ten (10) calendar days, the total amount deducted monthly. The professional organization president or designee will pick up the monies at the Board.

G. Indemnity Statement

The professional organization shall indemnify and save the Board and administration harmless against and from all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by board for the purposes of complying with this article.

IV. Salary and Benefits

A. Method of Payment

1. Pay Period

Each teacher assigned to a particular school shall be paid in twelve (12) equal installments on the 20th of each month, August through June. All payments shall be issued by means of direct deposit with pay information available online. The 11th (July) installment shall be paid on the last day of the regular school year.

2. Final Pay

Each teacher will receive final payment on June 20th.

3. Extra Pay

Teachers engaging in an extended contract or other contractual agreement for an hourly or per student rate of pay as appropriately funded through other additional school related sources such as grants or per student fees, shall receive a letter of hire from the Human Resources Department detailing the time frame for the work to be completed along with the number of hours said project should entail. When applicable, time frames for extra duty pay such as extended contract and grants will be attached to your hire letter.

V. Health Insurance Premiums

A. Selection of Carrier

The health insurance available to professional teachers shall be the State of Tennessee Teacher Group Insurance Plan known as the Local Education Plan.

B. Premiums

With a combination of state and local funds, the Board agrees to pay 80% of the annual cost of individual coverage and of the annual cost of family coverage. This applies to the Blue Cross Blue Shield Standard Plan and Cigna Local Plus Standard or lower cost plan options. Those who choose a plan other than the Blue Cross Blue Shield Standard Plan or the Cigna Local Plus Standard plan will assume the extra cost. On the Blue Cross Blue Shield Plan or the Cigna Local Plus Standard option, a teacher will pay 20% of the annual cost.

C. Duration

The insurance year is January 1-December 31. Changes employees make to their health insurance coverage during the enrollment period shall go into effect on January 1.

D. Changes

Should changes occur to the SGIP (carriers, plans, tiers, or premium costs), the conferencing team shall return to the conferencing table to discuss the impact said changes may have on employee and district health insurance costs. Should changes be needed regarding the language in the MOU concerning insurance, the team shall have the power to propose an amendment to the MOU. The amendment shall go into effect once approved by the Board at its next regularly scheduled board meeting and shall continue in effect until the normal expiration of this MOU.

E. Dental Reimbursement Plan

The Board shall provide each teacher a dental plan that pays 100% on diagnostic and preventive services and 80% of restorative services with a \$50 deductible. The Board will pay 100% of the base plan for the teacher. The teacher will have the option to exercise available buy-up options for self, spouse and dependents at additional cost to be paid by the teacher. Rates are guaranteed through December 31, 2019. Basic plan will cap at \$500 per person per benefit period.

F. Workman's Compensation

The Board shall provide workman's compensation coverage for each teacher. Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days or personal days. The Board shall pay to such teacher the difference between his/her salary and benefits received under workmen's compensation for the duration of such absence, and all fringe benefits shall continue in effect.

G. Death of a Teacher

In the unfortunate event of the death of a teacher, per state guidelines, said teacher's family will continue to receive medical insurance for six months after the death of employee at no cost to the employee's family if they are enrolled in such plan. In addition, the state will send Cobra papers to the covered family members with the option to purchase after the six month period has expired.

Upon death, the Human Resource Office will issue to the executor of the estate a checklist of possible benefits in which the employee was enrolled, including contact information for each identified benefit. This checklist will be available when the final payroll check for the deceased employee is collected.

VI. Basic Employment Conditions

1. School Calendar

A. The School Calendar

The school calendar shall be determined by the Director of Schools and approved by the Board of Education prior to April of each school year. The Director shall give consideration to the Calendar Committee's recommendations to the formulation of the school calendar. The Calendar Committee shall submit their recommendations to the Director of Schools prior to January 1st. Each teacher may have access to the school calendar via PCSS website.

B. Changes in the School Calendar

The Collaborative Conferencing Committee will appoint five (5) members to include two teacher members of the Collaborative Conferencing Committee or designee, one (1) principal, one (1) school level support staff member and one (1) additional classroom school teacher and members as appointed by Director of Schools.

Teaching Hours and Load

A. School day

The in-school workday shall consist of not more than seven and one-half (7 ½) hours. Arrival and departure time shall be as follows:

1. Classroom Teacher: fifteen (15) minutes before the opening of the pupil's school day and fifteen minutes after the close of the pupil's school day.

2. System-Wide Teacher: as established by building principals and/or supervisors.

B. Meetings

The principal may schedule necessary meetings and activities directly related to school improvement or instruction (faculty meetings, departmental meetings, committee meetings, parent conferences, extra help for students, etc.); however, the principal will strive to keep these activities to a minimum and shall exclude any items that are not directly related to school improvement or instruction. The notice for any meetings shall be given to teachers involved at least two (2) days prior to meetings, except in an emergency. An agenda shall accompany the notice if teacher involved decisions are to be made. Teachers shall have the opportunity to suggest items for the agenda.

C. Duty Free Lunch

The Board will provide duty-free lunch for all teachers according to the TCA 49-1-302 Amended Chapter 464, Public Acts of 1985. Duty free lunch periods shall be scheduled during student contact hours of the regular school day.

D. Teacher Checkout

Should a teacher find it necessary to leave campus during a regular school day, he/she shall follow a checkout procedure established by the building principal.

3. Safety, Health, and Sanitation

A. General

The Board agrees to maintain safe and sanitary conditions in accordance with federal, state, and local laws and regulations in all work areas. Teachers are to be afforded basic rights to a safe and healthy working environment. The principal shall be the first level of responsibility and the level for teacher reports of problems involving the safety and health of teachers, students, and guests. If the principal does not resolve the condition, the Employee Safety Handbook guidelines shall be followed. The Employee Safety Handbook shall be placed on Putnam County School System's website.

1. Facilities

Each school shall maintain the following safety, health, and sanitary provisions:

a. Teachers shall have available for their exclusive use a serviceable desk, a chair, and a locking file cabinet.

b. Teachers shall not be required to perform tasks that endanger their health, safety, or well-being. Teachers perceiving hazardous conditions in the workplace shall follow the guidelines for reporting, as outlined in the Employee Safety Handbook.

2. Telephone

Access to telephone in no instance shall a teacher be left at school in charge of students without access to a telephone.

3. Safety Policies

A safety policy shall be established for each school. Teachers shall be trained on content of the safety policy before they supervise children. A written copy of the policy will be available.

4. Use of Reasonable Force

When a certified teacher is assaulted while on school property, or on any and lawful discharge of his/her assigned duties under the direction of the Board, he/she may quell a disturbance which is threatening physical injury to oneself or others with the reasonable use of force necessary to repel or diminish said disturbance. In such instances when a teacher so identified uses physical force in self-defense, the teacher shall, without delay, inform the principal, immediate superior, or any person in an administrative position and shall submit to the principal a complete written report of the incident not later than twenty-four (24) hours after the incident occurred. The principal shall report the incident to the Director of Schools or his/her designee as soon as feasible.

5. Assault and/or Battery on a Teacher

When a certified teacher is assaulted while on school property or on any and lawful discharge of his/her assigned duties under the direction of the Board, the police authorities may be called to handle the situation at the request of the teacher. This does not prohibit a teacher from retaining his/her attorney at his/her own personal expense.

Assault is defined as any act, criminal or tortious that threatens physical harm to a person, whether or not actual harm is done. Battery is defined as the crime or tort of unconsented physical contact with another person, even where the contact is not violent but merely menacing and offensive.

a. Reimbursement

The Board shall reimburse teachers for the cost of any physical or mental treatment associated with such assault and/or battery, clothing, or other personal property damaged or destroyed while the teacher was acting in the discharge of his/her duties provided they see the authorized physicians by the worker's compensation carrier and no other medical or mental treatment will be reimbursed by the Board. If the injury is covered by workers' compensation, the Board is responsible for the difference between the workers' compensation payments and the salary that would normally be paid to the teacher.

b. Reports

In the event of an assault upon a teacher, the building-level administrator shall be responsible for assistance in filing reports, and all necessary documentation immediately following said assault and/or battery.

6. Interruptions

Principals shall limit classroom interruption by visitors. All visitors to the schools must register in the school administrative office before entering other school/campus areas. Individuals wishing to confer with teachers must set up a mutually agreed upon conference time with the teacher.

Visitors wishing to observe in a classroom must establish an observation time with the teacher and building administrator.

4. Teacher Materials and Facilities

From Local monies the Board will fund no less than \$10.00 per pupil (K-12) for instructional materials and supplies, subject to approval of budget.

5. Professional Learning

- A. A district-wide in-service committee shall be established for the purpose of:
 - a. Examining the school system's needs based on academic and/or non-academic data
 - b. Exploring research-based trainings to address system-wide needs
 - c. Providing input and working with supervisors in the development of the district-wide in- service education program for Putnam County Schools.

This committee must be comprised of members as described in the Tennessee Consolidated Schools Planning Process. One of the members shall be a member of the Collaborative Conferencing Committee, as well as a teacher from each of the levels of elementary, middle, and high school.

B. Exceptions

In-service shall not be scheduled on any Board identified holiday.

VII. Leave of Absence

Personal and/or Professional Leave

Personal leave may be granted for personal reasons at the discretion of the teacher, except as indicated below.

Except for emergency reasons, personal leave may not be taken during in-service training days. Except for emergency reasons, personal leave days may not be taken during the first or last week or school. Personal leave may not be taken to be gainfully employed. Professional leave days shall be used for the purpose of (1) visitations to view other instructional techniques or programs, (2) attend educational conferences, workshops, or seminars.

A teacher shall be allowed personal and professional leave earned at a rate of one (1) day for each half (½) year employed, which shall accumulate from year to year.

A teacher may take not more than two (2) days of personal or professional leave prior to having earned it; but it shall be charged against his/her year's allowance. Any personal leave remaining unused at the end of a year shall be credited to sick leave days.

Teachers may convert existing accumulated sick days into additional personal days based on the following years of service to the Putnam County Board of Education:

15-20 years	=	1 additional day
21-25 years	=	2 additional days
26 years +	=	3 additional days

In addition, certified employees who have utilized 5 or fewer sick days in the previous school year and have exhausted personal leave for the current school year may petition their principal or supervisor to convert sick days from the current school year into additional personal days not to exceed a total of three converted days for a total of five personal days annually.

The Board may approve additional time for professional leave, as they deem advisable.

If at the termination of service, any teacher who has been absent for more days than his/her accumulated or earned leave, shall have deducted from his/her final salary warrant an amount sufficient to cover the excess days used.

VIII. Illness

Sick leave shall be defined as follows: Illness of a teacher caused by sickness due to natural causes or accident, leave because of quarantine, illness or death of a member of the immediate family of the teacher including husband, wife, parents, grandparents, children, grandchildren, brother, sister, mother or father-in-law, son or daughter-in-law, brother or sister-in-law, uncles, and aunts.

The time allowed for sick leave for any teacher shall be one (1) day for each month employed. Sick leave shall be cumulative for all earned days not used. When first employed in the system, a teacher shall be allowed an initial allotment of up to five (5) days of sick leave, but not exceeding the number possible to earn during the school year in which first employed. If a teacher used part or all of this initial allotment, these days shall be charged to sick leave later accumulated by the same teacher. At the termination of the employment of any teacher, all unused sick leave accumulated by the said teacher shall be terminated. However, a local board of education shall grant to any teacher upon his/her employment or reemployment the accumulated sick leave which the teacher lost by previous termination of employment in a

Tennessee school system or any other agency, department or institution of Tennessee or any state college or university; except that if teacher is terminated for cause as defined in TCA 49-5-601, he/she shall not be granted, upon further employment, the sick leave days lost; and except that a teacher breaks a contract with the Board without a justifiable reason and without giving at least thirty (30) days advance notice shall be granted his/her accumulated, unused leave only if the Board permits resignation in good standing under the terms of TCA 49-5-508. This grant of previously accumulated, unused sick leave days shall be made only upon application of the teacher, only upon written verification notarized by the Director and Chairman of the Board and only if the teacher is again employed not later than two (2) school years following the termination which resulted in the loss of his/her unused, accumulated sick leave.

The Board shall keep a record of the accumulated sick leave for each eligible teacher in its employment and shall provide a verified copy to the teacher or other boards of education for purposes of implementing this section. The Board may require that a physician's certificate be furnished by the teacher in all cases deemed proper by the board. In case of doubt, the board shall have final authority as to who is entitled to leave under this section and the time for which the leave may be allowed.

A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days which such teacher may accumulate during the remainder of the school year in which he/she is employed.

Such advance use of sick leave shall be charged to sick leave accumulated in the same school year. Upon termination of the employment of such teacher before such days are earned or at the end of the school year, there shall be deducted from the final salary of such teacher an amount based on his/her daily rate of pay sufficient to cover the excess sick leave days used by him/her and if such final salary is insufficient for this purpose, the teacher shall be liable for reimbursement of any amount in excess of his/her final salary.

If, at termination of services, any teacher has been absent for more days than accumulated or earned leave, there shall be deducted from the final salary warrant of such teacher an amount sufficient to cover the excess days used.

Each teacher shall have access to accumulated sick leave data.

IX. Extended Leave of Absence

Any person holding a position which requires a teacher's certificate shall be granted leave for military service, legislative services, maternity, adoption, or recuperation of health, and may

be granted leave for educational improvements or other sufficient reasons without forfeiture of accumulated leave credits, tenure status, or other fringe benefits. All leaves shall be requested in writing at least thirty (30) days in advance on forms adopted by the local Board. Each request for leave will be acted upon by the Board at the next regular Board meeting with such action to become a part of the official minutes. Each applicant shall be notified in writing of the action of the Board, and beginning and ending dates of the leave granted. All leaves, except military leave, shall be from a date certain to date certain; however, any leave may be extended to a later specified date upon written request from the teacher. The procedure for extending a leave and the conditions under which a leave may be extended are the same as those used when originally requesting and granting the leave. Military leave shall be granted for whatever period may be required.

Positions vacated for less than twelve (12) months by teachers on leave shall be filled with interim teachers for such time as the teacher is on leave. Upon return of said teacher within the twelve (12) months, the interim teacher shall relinquish the position and the teacher shall be placed in the same or comparable position upon return from leave. Any teacher on leave shall, at least thirty (30) days prior to the date of return, notify the Director in writing if said teacher does not intend to return to the position from which leave was taken. Failure to render such notice may be considered breach of contract. Failure to render such notice shall be considered abandonment of position.

X. Complaints

Any complaint(s) made by a parent, student or other person to a member of the administration against a teacher shall be properly investigated.

All complaints must be registered within sixty (60) school days of the incident(s) giving rise to the complaint(s). Exceptions to this time limit may be granted by the supervisor or the complaint manager charged with investigating the complaint(s).

The administration shall notify the teacher of the complaint(s) within five (5) days unless otherwise instructed by a law enforcement agency or state agency.

The supervisor or complaint manager shall first attempt to resolve the matter informally. If unsuccessful, a formal complaint resolution process will be initiated.

All affected parties will be expected to actively participate in seeking a satisfactory resolution to the complaint(s). Written copies of the final resolution shall be forwarded to all parties.

Complaints determined to be valid will result in corrective action as appropriate based on the facts surrounding the incident(s). Complaints determined to be without merit will be dismissed and no record of the matter will be maintained in the teacher file(s).

XI. Personnel Files

A. Contents

1. The Board shall not establish any separate personnel file, which is not available to the teacher's inspection.
2. Complaint(s), answers to complaints, and materials directly related to complaint(s) shall not be maintained in personnel files, and shall not be forwarded to any prospective employer of the complainant, nor shall such documents be revealed or the complaint(s) be alluded to in any communication between the administration and said prospective employer.
3. No unsigned or anonymous materials shall be maintained in a teacher's file.

B. Access to Files

1. Any individual who examines a teacher's personnel file shall be required to sign and date a log placed in the front of the personnel file. The log shall be available for examination by the teacher or the teacher's professional organization representative, if so authorized by the professional teacher.
2. The principal or immediate supervisor shall grant any teacher access, during regular business hours, to his/her personnel file. The principal or supervisor shall give any teacher upon request, and upon payment of reasonable compensation, a copy of specified documents in his/her personnel file. A teacher shall be entitled to have a representative of the professional organization accompany him/her during such review.
3. In the event that an administrator removes any material from a teacher's file, a dated notation stating what has been removed and the reason for such removal shall be placed in the file.
4. Negative or derogatory material in a teacher's personnel records may be destroyed at the discretion of the director of schools or his/her designee in the file. The teacher may request removal of negative or derogatory material after a three (3) year period.
5. A teacher shall be provided a copy of any negative or derogatory material before it is placed in his/her personnel file. Upon request by the teacher, a response may be attached to the material.
6. Any disciplinary material will remain permanently in the personnel file.

Personnel files will be maintained per the table below

PERSONNEL FILE CONTENTS & LOCATION

File Name	Contents	Location
Payroll/Personnel File (SSN and Banking Information not subject to public inspection)	Personnel change forms, direct deposit forms, correspondence related to open records act requests and other inquiries	Finance & Payroll
Application File (SSN not subject to public inspection)	Transcripts/Application/Letters of Reference/Letter of hire/termination/renewal letters	Human Resources Department
Worker's Compensation File	Claim information retained in a separate file by injury date	Human Resources Department
FMLA Files (not subject to public inspection)	FMLA request, FMLA approval, Medical Certification, Medical Release	Human Resources Department
New Hire Physical Examinations (not subject to public inspection)	These are maintained separately in alphabetical order.	Human Resources Department
Complaints (Title VI and IX)	When a claim is alleged, a separate investigative file is started under the employee's name that the claim is filed against.	Human Resources Department
Major Medical, Dental, Vision, Life Insurance	Employee Acceptance or Refusal of Insurance and any changes to employee enrollment	Human Resources Department
Employee Reimbursement Files (other)	Travel Claims and other reimbursement expenses by fiscal year	Finance and Payroll Department
Teacher Evaluations and Observations	Teacher performance records (State Framework for Evaluation and Professional Growth)	School Principal's Office
School Level Teacher File	Resume/Applications, commendations, awards, certificates, citations (including system level), reprimands, other complaints	School Principal's Office

XII. Final Provisions

Savings

If any article or part of this agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the agreement shall not be affected thereby and

the parties shall enter into collaboration for the purpose of arriving at a mutually satisfactory replacement for such article or part.

Statutory Savings

Nothing contained herein shall be construed to deny or restrict the Board or any teacher of such rights held under the Tennessee School laws or other applicable laws or regulations. The rights granted The Board of Education and teachers herein shall be deemed to be in addition to those provided elsewhere. Board Policy supersedes anything in this agreement that would be in conflict with board policy.

XIII. Memorandum Of Understanding

A. Publication

The Memorandum of Understanding will be posted on the official Putnam County School System's website.

B. New Hire Orientation

A session will be scheduled at the beginning of each school year during new teacher orientation for the Director of Human Resources or designee to brief new teachers on the memorandum of understanding.

Concluding Statement

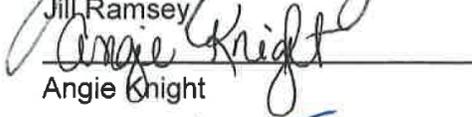
After careful reflection and collaboration we have reached consensus on actions to be taken to address the identified interests brought forward by all parties involved. Upon Putnam County School Board approval, this collaborative conferencing team looks forward to the implementation of these stated actions for the duration of three years.

Submitted By Collaborative Conferencing Committee:

PCBE:



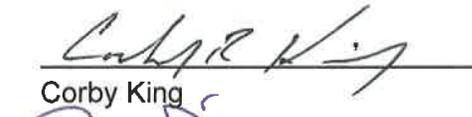
Jill Ramsey



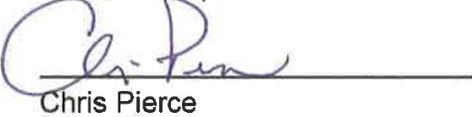
Angie Knight



Billy Stepp



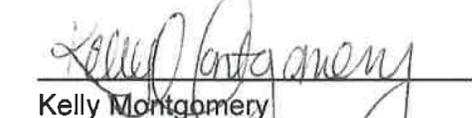
Corby King



Chris Pierce

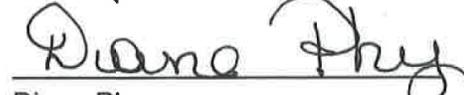


Dr. Melissa Palk

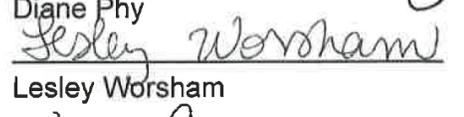


Kelly Montgomery

PCEA:



Diane Phy



Lesley Worsham



Kristy Reagan

PCPET:



Amelia Hancock

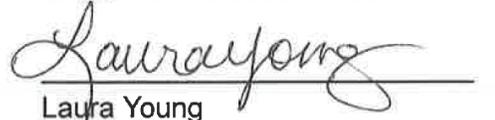


Danielle Johnson



Karen Price

Unaffiliated Certified Personnel:



Laura Young

This Memorandum of Understanding (MOU) is entered into this ____9th____ day of
__April____ 2018 by the Putnam County Board of Education (referred to as "the
Board") and the representatives of the professional employees of the Putnam County Board of
Education selected pursuant to the terms of TCA 49-5-605.