

**Washington County  
Memorandum of Understanding  
2021 through 2024**

Date of Approval  
September 2, 2021

Mr. Jerry Boyd  
Superintendent

**Washington County**  
**Department of Education**  
**2021 through 2024**

**School Board Members**

**Jason Day - Chairman**

**Mike Masters - Vice Chairman**

**Annette Buchanan**

**Mary Beth Dellinger**

**Keith Ervin**

**Chad Fleenor**

**David Hammond**

**Mitch Meredith**

**Whitney Riddle**

**AGREEMENT**

## MEMORANDUM OF UNDERSTANDING

Pursuant to the PECCA, collaborative conferencing is the process by which the Chair of the Board of Education and the Board's professional employees, or representatives designated by either party, meet to confer, consult, discuss and exchange information, opinions and proposals on matters relating to terms and conditions of professional service.

If an agreement is not reached, there is no Memorandum of Understanding and the Board may address terms and conditions of employment through policy.

The presentation of this Memorandum of Understanding to the Board of Education for approval shall affirm unconditional agreement between both parties.

Regina France  
President – WCEA

8-26-21  
Date

Danielle Mitchell  
Chief Collaborator – WCEA

8-26-21  
Date

Cindy Percell  
Cindy Percell, Chief Collaborator – Board Committee

8-26-2021  
Date

September 2, 2021  
Washington County Board of Education Approval Date

Jason Day  
Jason Day, Chairman

## **PREAMBLE**

The Board of Education has an obligation to the public to achieve the highest educational standards. This will require the establishment and maintenance of an educational climate and working environment for their professional employees which will attract and retain highly qualified professional employees and stimulate optimum performance.

Our goal is to accomplish this by protecting the rights of the employee and providing the best conditions of employment possible within the framework of the law. This framework will include: salaries and wages, insurance, fringe benefits, leaves, working conditions, payroll deductions and grievance procedures.

As we accomplish this, we will not infringe on the duties of the building administrators to supervise the operation and management of personnel and facilities of the school or reduce the authority of their instructional leadership. The authority of the Board of Education and the Superintendent will be upheld.

**Board Management**  
**Collaborative Conferencing**  
**Committee**

Annette Buchanan

Mary Beth Dellinger

Brad Hale

David Hammond

Brandon McKee

Cindy Percell

Robin Street

**WCEA**  
**Collaborative Conferencing**  
**Committee**

Jan Allen

Chris Campbell

Ben Davenport

Regina France

Vicky Jones

Danielle Mitchell

Jason Moore

## **COLLABORATIVE CONFERENCING**

Pursuant to the Professional Educators Collaborative Conferencing Act (PECCA), Collaborative Conferencing is the process by which representatives designated by the board of education and the board's professional employees, meet to confer, consult, discuss and exchange information, opinions and proposals on matters relating to identified terms and conditions of professional service using the principles of interest-based collaborative problem-solving.

Collaborative Conferencing will include:

- salaries and wages
- insurance
- fringe benefits
- leave
- working conditions (narrowly defined)
- payroll deductions, and
- grievance procedures.

No other terms or conditions of employment shall be the subject of collaborative conferencing and the following items are explicitly prohibited:

- differentiated pay plans or incentive compensation programs
- expenditures of federal, state, local or private grants
- evaluations of professional employees
- staffing decisions and state board of education or local board of education policies relating to innovative educational programs, innovative high school programs, virtual educational programs, and other program for innovative schools or school districts that may be enacted.
- personnel decisions, such as transfers, assignments and filling vacancies, and none of these decisions may be based on seniority or length of service, and
- payroll deductions for political activities.

A MOU is required on the items agreed upon.

A MOU will last three (3) years.

### **Employee's Team**

The professional employees shall be entitled to the same number of representatives as the number of management personnel selected by the board of education. The professional employee representatives shall be selected according to each organization's proportional share of the responses to the second question; (as determined by the anonymous poll of professional employee on the questions of: 1. Whether they want to engage in Collaborative Conferencing with the board; & 2. If the answer is yes, which organization they prefer to represent their interests) [this in no way excludes remaining steps involved in the process to initiate Collaborative Conferencing] provided, however, that only those professional employees' organizations receiving fifteen percent (15%) or more of the responses to the second question shall be entitled to representation. The category of "unaffiliated" as a response to the second question, but not the category of "none of the above", shall be considered a professional employees' organization for the purposes of this subdivision (b)(4).

**"Grievance"** shall mean a claim by an educator that there has been a violation, misrepresentation, or misapplication of the terms of this MOU that has resulted in harm, injury, or loss to the grievant.

**Grievant** refers to a person who submits a grievance for resolution through a grievance procedure.

**Management Team** means those professional employees certified by the local board of education to represent the board in the collaborative conferencing process; the board appoints at least seven but no more than 11 persons to serve as "management personnel."

**Management personnel**

"These individuals are defined in the new law as employees who devote a majority of their time to system-wide areas of professional management, fiscal affairs or general management. Specifically, principals, assistant principals, supervisors and others whose principal responsibilities are administration rather than teaching are included within the definition of management team employees.

**Memorandum of Understanding**

Memorandum of Understanding means the written document that memorializes and records the understanding reached by the board of education and its professional employees, or their respective representatives, if so designated, as to the terms and conditions of professional services set forth in this MOU.

Items that require funding are not effective until the local funding body has approved such funding in the budget. If the amount of funds appropriated is less than the amount required, the parties may continue to confer to reach agreement within the amount of funds appropriated.

An MOU becomes binding from the date of its approval by the local board of education or at a later effective date specified within the MOU.

Collaborative conferencing does not require an agreement on any terms nor does it require a MOU.

Failing to reach an agreement the Board has the authority to address items through board policy.

**PECCA** replaced the Education Professional Negotiation Act (EPNA) effective June 1, 2011. PECCA does not make collaborative conferencing mandatory, but if the process is initiated by the professional employees of a district the local board of education is legally obligated to engage in such conferencing, and both parties are bound to use the principles of collaborative problem solving.

**Professional employee** means any person employed by any local board of education in a position that requires a license issued by the department of education for service in public elementary and secondary schools of this state, supported, in whole or in part, by local, state or federal funds, but shall not include any member of the management team, as defined in this part, or a retired teacher who is employed as a teacher.

**Supervisor** means any professional employee of a local board of education whose full-time job responsibilities consist of oversight of other professional employees or curriculum development or both.

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## **ARTICLE I: RECOGNITION**

### **SECTION 1.**

In accordance with The Professional Educators Collaborative Conferencing Act (PECCA) the board recognizes all organizations and any unaffiliated representatives receiving 15% or more votes to conduct collaborative conferencing. The professional educator's team will represent all full time or part time professional employees employed by the Board, whether or not on leave of absence. This recognition is for the period of the Memorandum of Understanding only. (It will date forward three years from date of approval by the Washington County Board of Education.)

### **SECTION 2.**

"Professional employee" shall be defined as any person employed by the Board of Education in a position which requires a certificate issued by the State Department of Education for service in public schools supported, in whole or in part, by local, state or federal funds.

## **ARTICLE II: ASSOCIATION BENEFITS**

### **SECTION 1.**

**Access to Members-** The Professional Employee Organizations shall be permitted to transact official business on school property at any reasonable times, provided that this shall not interfere with, or, interrupt normal school operations. Representatives from the recognized organizations may contact professional employees on school property, provided that contact is not during instructional or student contact time, and with prior approval of the principal.

### **SECTION 2.**

**Release Time-** At the beginning of each school year the Association shall be granted up to forty (40) days release time to be used by professional employees who are officers or agents of the Association. The Association agrees to notify the Board prior to the day release time is taken. The expense of the substitutes required shall be paid by the Association.

The WCEA president shall periodically confer with Central Office Bookkeeping staff in order to keep accurate records of release time used.

When any professional employee participates during normal school hours in grievance proceedings, he/she shall suffer no loss in pay or other benefits.

Should any Association member be elected to an office of the National Education Association or the Tennessee Education Association, leave will be granted through normal Leave of Absence methods. Special consideration shall be given for the length of the leave. (Refer to Article IV, Section 10. Leave of Absence.)

The administration shall grant release time for other organizations on a case by case basis.

### **Section 3.**

The Board agenda for all regular meetings will contain an item where an Association Officer or representative may speak to the Board of Education. The Association must make this request five (5) business days prior to the monthly Board meeting to the Superintendent's Executive Assistant. The request should list the topic(s) to be presented. This arrangement only applies to the regular monthly meeting. It does not include called meetings, workshops, board retreats or any other assembly of the Board.



## **ARTICLE III: PROFESSIONAL EMPLOYEE WORK SCHEDULE**

### **SECTION 1.**

The work year for professional employees shall be no more than two hundred (200) paid days.

The two hundred day calendar shall include the following:

- 180 days for classroom instruction
- 10 days vacation with pay for a 200 day term
- 5 days for in-service education
- 1 day for teacher-parent conferences
- 4 days as designated by the local Board of Education upon recommendation of the Superintendent (Discretionary Days)

- A. Vacation/holidays will consist of Thanksgiving (2), Christmas and New Years (8\*), and Easter (1).  
\*1 Winter Break Discretionary Day
- B. The following is a schedule of additional work days, hours, and vacation days for administrators and others who work a 10.5, 11 or 12 month calendar:
  - 1. The work year for 10.5 month employees shall be a teacher's work year plus ten (10) additional days of seven and one-half(7.5) hours each excluding allowable vacation time.
  - 2. The work year for 11 month employees shall be a teacher's work year plus twenty(20) additional days of seven and one-half(7.5) hours each excluding allowable vacation time.
  - 3. The work year for 12 month employees shall be a teacher's work year plus forty (40) additional days of seven and one-half(7.5) hours each excluding allowable vacation time.
- C. Optional High School and Other Work Schedules  
The need for work schedules to vary from the normal accepted school day is recognized. Such schedules shall not vary in total days (instructional, in-service, administrative/vacation, vacation holidays), or in the length of day (7 ½ hours).

### **SECTION 2.**

The normal work day for professional employees shall be a minimum of seven and one-half (7.5) hours. This will include seven (7) hours of student contact time and one-half (1/2) hour total pre and post class preparation time. Principals shall establish specific arrival and departure times for teachers assigned to that school, but not to exceed the designated time frames herein.

Duties requiring time spent beyond the normal work day shall include bus duty, faculty meetings, and other required professional activities. Bus duty shall be assigned on a rotating basis among all faculty members. Faculty meetings shall be called on a "need to" basis and be limited to a maximum of two (2) per month. Faculty meetings shall not be called on Fridays or any day immediately preceding a holiday or vacation day. Meetings shall begin as quickly as feasible after the student day is over.

On days preceding a holiday or vacation day, professional employees' work day shall end after the close of the student day except on such occasion(s) when the professional employee's responsibilities (bus duty, etc.) would require an extended work day.

### **SECTION 3.**

Professional employees shall have the opportunity to work at ball games. The employee may receive \$11.45 gross hourly wage.

### **SECTION 4.**

Professional employees shall have one (1) class period each day for the purpose of planning. School site schedules shall ensure one full class period for elementary, middle and secondary schools.

### **SECTION 5.**

Professional employees shall have a duty-free lunch period as required by State law. The period shall be equal to a student lunch period for that school and shall be scheduled at reasonable times for lunch. Teachers shall not be assigned or allow this time to be used any other way during the day. This is exclusively a duty-free lunch.

## **ARTICLE IV: LEAVE OF ABSENCE**

### **SECTION 1.**

A. Professional employees shall be entitled to leave of absence for the purpose and under the condition as provided in the Article. All leaves of absence or extensions shall be applied for in writing on forms provided by the Superintendent and submitted as far in advance as possible. Any application for leave of absence exceeding twenty (20) working days shall be made at least sixty (60) calendar days prior to the leave except in case of personal illness, accident or other emergency, in which case such application shall be made within thirty(30) days of occurrence. Applications for leave must state the reason for the leave applied for, a statement of intent to return to the position from which the leave is granted and the length of leave from date certain to date certain.

B. Leaves of absence may be granted for a maximum of one (1) year except as mandated by law T.C.A. 49-5-702 through 49-5-713. Leaves may be extended to a later specified date upon written request by the employee and approved by the Superintendent. This request for extension must be submitted prior to the end of the current leave.

C. The professional employee on leave not exceeding one (1) year under this Article shall return to his/her previously assigned full time position. If the previously assigned position does not exist, the professional employee shall be assigned to a comparable position for which the professional employee is certificated. All rights and privileges of this Article are contingent upon the employee's timely return to the system upon expiration of the leave.

D. Professional employees on an approved leave of absence shall have the option to remain in their choice of the group insurance programs (pending necessary approval by the carriers) by assuming the entire monthly premium. Payments of monthly premiums shall be made to the Central Office on scheduled monthly dates. If the payment is more than fifteen (15) days overdue, that insurance will be terminated.

## **SECTION 2.**

- A.** Sick leave shall mean leave of absence because of illness of the professional employee from natural causes or accident, quarantine, or illness or death of a member of the immediate family of the professional employee including the professional employee's wife or husband, parents, grandparents, children, grand-children, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.
- B.** The time allowed for leave within the meaning of the Section for any professional employee shall be one (1) day for each month employed. Sick leave shall be cumulative for all earned days not used. The termination of sick leave days and the restoration of sick leave days shall be in accordance with T.C.A. 49-5-710.
- C.** The professional employee shall be given a written accounting of accumulated sick leave days no later than sixty (60) school days after the official opening of each school year. The total accumulated sick leave shall mean the total number of sick days which have been earned but not yet used.
- D.** A Sick Leave Bank shall remain operative and be governed by T.C.A. 49-5-801 through 49-5-810.
- E.** A teacher in need of sick leave shall be allowed to use unearned sick leave up to the amount of days that the teacher may accumulate during the-remainder of the school year in which the teacher is employed.

## **SECTION 3.**

- A.** There shall be six (6) personal or professional leave days accumulation of which shall be covered by State Law. Substitutes for four (4) of these days shall be paid for by the Board.
- B.** A professional employee participating in an authorized school or classroom trip during which students are under his/her supervision will not be required to use their accumulated personal or professional leave days.
- C.** A professional employee requesting a personal or professional leave day shall notify his/her immediate supervisor at least one (1) day in advance of the anticipated date of absence except in an emergency as determined by the immediate supervisor.
- D.** The approval of the Superintendent/designee to take a personal or professional day is required under the following conditions
  - 1. If more than ten percent (10%) of the employees in any given school request its use on the same day. In making this calculation any major fraction shall be considered as one (1); and in a school of five (5) employees or less, one (1) teacher may take personal or professional leave;
  - 2. If personal or professional leave is requested during any prior established examination period;
  - 3. If personal or professional leave is requested on the day immediately preceding or following a holiday or vacation period; or
  - 4. If personal or professional leave is requested on any scheduled in-service day.
- E.** Professional or personal leave shall be used at the discretion of the professional employee.

#### **SECTION 4.**

All professional employees shall be eligible for parental leave subject to local, state and federal law and the following conditions:

- A. The professional employee shall notify the Superintendent at least sixty (60) days in advance of the time he/she foresees any necessity to alter employment commitments as a result of parental leave other than for adoption.
- B. A professional employee shall notify the Superintendent as soon as he/she knows when he/she will be taking parental leave for adoption.
- C. Sick leave may be used by a professional employee in cases of physical disability due to pregnancy, miscarriage, childbirth, and recovery there from.

#### **SECTION 5.**

Professional employees shall be excused from employment for the day or days required for the professional employee to serve as a juror or to appear as a result of a summons or school-related incident at any judicial or administrative proceeding. The professional employee shall be entitled to his usual compensation less the amount of the fee or compensation received for serving as juror. The professional employee shall furnish to his immediate supervisor a statement showing jury service rendered and the compensation received for such service.

#### **SECTION 6.**

Leave of absence shall be granted for any length of active military service date to date certain except in cases of declared war or national emergency. Upon completion of such military service, the employee shall be entitled to resume the position formerly held or a comparable position. Employees restored to employment shall be afforded all rights and privileges of employment as provided under Military Selective Services Act.

#### **SECTION 7.**

Professional employees shall be entitled to up to three (3) days leave due to the death of a member of the employee's immediate family as defined in Section 2(A) of this Article. This leave is in addition to any sick leave taken by the employee. This leave must be taken within thirty (30) days of the death. Extenuating circumstances may be considered by the Superintendent.

Professional employees shall be granted one (1) day leave in the event of the death of a friend or relative outside the professional employee's immediate family as defined in Section 2 of this Article. This leave should coincide with the arrangements for the deceased.

#### **SECTION 8.**

Professional employees shall be entitled to a leave of absence without pay not exceeding one (1) year to further their education on a full-time basis provided such academic work entails a minimum of at least twelve (12) hours per semester or twelve (12) hours per quarter.

## **SECTION 9.**

The principal or administrator to whom the professional employee is directly responsible may excuse a professional employee for a minor fraction of the school day where a substitute is not required in circumstances involving medical appointments or emergencies. The medical appointments must be certified upon return of the professional employee to his/her job.

## **SECTION 10.**

Priority consideration shall be given for special long term leave of absence to any Professional Employee elected to any office of their professional organization that requires a long term leave of absence. When approved, he/she shall be granted release time to fill that position for a period as specified by the rules governing that position.

## **ARTICLE V: PERSONNEL FILES**

### **SECTION 1.**

A professional employee's personnel file is defined as the personnel records maintained in the Central Office. The personnel file shall include, but is not limited to the following: letters of commendation, employment records, transcripts, certificates, contracts, evaluation data prior to the TEAM evaluation model, requests for leaves of absence, and reprimands.

### **SECTION 2.**

A professional employee shall be notified whenever new items are placed into the personnel file. In the event adverse items are placed into the file the employee shall be given the opportunity to respond in writing, and that response will become part of the documentation. A professional employee shall have the right to review the material compiled in his/her personnel file, except for confidential references and reports as designated by law. A photocopy of non-confidential materials will be provided upon request. The Superintendent shall keep a log indicating the persons who have examined the personnel file, or any parts thereof, and the dates such examinations were made. Central Office staff are exempt from this requirement.

No anonymous material shall be placed in a professional employee's personnel file.

## **ARTICLE VI: REPRIMAND PROCEDURE**

### **SECTION 1.**

Disciplinary action exclusive of suspension and dismissal under T.C.A. 49- 5-50 I through T.C.A. 49-5-51 I shall be for just cause and may include:

- A. oral reprimand shall be defined as a private verbal admonishment
- B. written reprimand shall be defined as an admonishment put in writing
- C. if the situation is serious enough the oral reprimand may be bypassed and a written reprimand may be given immediately.
- D. the reprimand, oral or written, will be presented professionally and will include specific evidence to support the allegation.

### **SECTION 2.**

For the purpose of this Article just cause shall include the following steps:

#### **Step 1**

Oral reprimand - An administrator shall meet with the professional employee to discuss the problem, permit the professional employee to explain his point of view and state the corrective action to be taken, if any. The administrator and professional employee shall jointly sign a form indicating that such a meeting occurred, the date of the meeting and subject. The form will be on system-wide or school letterhead and will be kept by the administrator and a copy given to the professional employee.

#### **Step 2**

Written reprimand - An administrator shall meet with the professional employee within a timely manner and state in writing (1) the problem, (2) the corrective action to be taken and (3) the consequences of further violations. The administrator and employee shall sign and date the written reprimand. The signature does not mean agreement with contents of written reprimand, only that the document has been read by both parties.

#### **Step 3**

A copy of the written reprimand shall be placed in the professional employee's personnel file at the Central Office. The professional employee shall have the right to submit a written answer to the reprimand and this answer shall be attached to all copies of the reprimand.

#### **Step 4**

Reprimand documents may be removed from the professional employee's personnel file upon the request of the professional employee to the Superintendent after one year considering that the reason for the reprimand has been corrected and no further incidents have occurred. Reprimands concerning matters of insubordination, misconduct, harassment, and financial misconduct will remain in the personnel file for a term not less than four (4) years. At the end of the four-year period, the employee may request of the Superintendent that the reprimand be removed from the files. If the employee has had no further problems, the documentation may be removed by the Superintendent.

#### **Step 5**

Both the administrator and professional employee shall be entitled to have a representative present at the oral reprimand and/or written reprimand meetings.

## **ARTICLE VII: COMMITTEE ACTIVITIES**

### **SECTION 1.**

During the term of this agreement, the Chairman of the Board agrees to establish the following committees:

- A. In-service Committee - To review, evaluate, and plan in-service programs for mandatory and optional requirements. Mandatory means the total in-service hours required by the State. Optional means alternative in-service activities approved by the State and left to the teacher to schedule and accomplish.
- B. Calendar Committee - To review, evaluate, and develop a minimum of two (2) calendar proposals by 1 March of each year; allow teacher selection of the calendar that will be presented to the Board of Education as the calendar recommendation for the following school year. The calendar proposals shall include specific conditions set forth in this agreement.
- C. Student Discipline Committee - To review, evaluate, and recommend discipline procedures to maintain a good classroom environment for learning and for teaching.
- D. Curriculum Committee - To review, evaluate, plan, and recommend course offerings to meet the needs of the students and promote county-wide consistency in the curriculum.

### **SECTION 2.**

These committees shall contain fifty percent (50%) professional employees of which a minimum of two (2) shall be association members. The professional employees shall be chosen by the Superintendent and the Chairman of the Board. The Chairman of the Board shall select the chairperson. The committees shall meet as often as necessary.

Programs/recommendations designated by these committees shall be presented to the Superintendent for consideration.

## **ARTICLE VIII: STUDENT DISCIPLINE PROCEDURES**

### **SECTION 1.**

The Board is responsible for setting policy related to student discipline procedures. Recommendations from the Student Discipline Committee will be evaluated and acted upon in a timely manner. Teachers and administrators are responsible for implementing these procedures.

### **SECTION 2.**

It is the responsibility of the teacher to maintain discipline and a climate for good instruction in the classroom through effective teaching and leadership techniques and through application of appropriate classroom management procedures in accordance with current policies and regulations.

The teacher is the Board's representative in the classroom for maintaining order so that a proper educational atmosphere may be maintained.

The principal is the agent of the Superintendent whose responsibility is to implement student discipline procedures and to support reasonable disciplinary acts performed by teachers in accordance with Board policies.

### **SECTION 3.**

The Board recognizes its responsibility to support and to assist professional employees with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires the attention of special services. Screening shall occur upon the recommendation of a professional employee and the approval of the building principal. If the building principal does not approve the recommendation, the professional employee may take the recommendation to the supervisor of the program.

### **SECTION 4.**

A copy of the School Board Policy Manual containing policies related to student discipline shall be available online at [www.wcde.org](http://www.wcde.org).

### **SECTION 5.**

Board policies governing disciplinary procedures including corporal punishment, suspension and expulsion as they are structured by each individual school shall be publicized to all professional employees prior to the first student day of school each year.

### **SECTION 6.**

A professional employee may use such force as is reasonable and necessary to protect himself or herself or a student from attack or injury. Any such assault shall be reported to the principal immediately. The Board will provide legal counsel to advise any assaulted employee of his/her rights and obligations and shall promptly render assistance to the professional employee in connection with handling of the incident by law enforcement and judicial authorities. If criminal charges are placed the professional employee shall be responsible for obtaining his/her own legal counsel.

### **SECTION 7.**

Time lost by a professional employee in connection with any incident mentioned in this Article shall not be charged against the professional employee and the professional employee shall not suffer any loss of pay or benefits as the result.

### **SECTION 8.**

Copies of the Student Disciplinary Code shall be available online at [www.wcde.org](http://www.wcde.org).

## **ARTICLE IX: GRIEVANCE PROCEDURE**

### **SECTION 1.**

A "grievance" is defined as an alleged violation of a specific provision of this agreement that has resulted in harm, injury or loss to the grievant.

### **SECTION 2.**

The word "grievant" shall refer to any professional employee, person, or representative as defined by 49-5-602 having a grievance. Whenever the phrase "professional employee" is used in this Memorandum of Understanding, it includes any person employed by the Board of Education in a position which requires a license issued by the State Department of Education for service in public elementary and secondary schools of Tennessee. Management employees are not included in the phrase "professional employee."



### **SECTION 3.**

In establishing time limits for the Article, a "working day" is defined as any day, Monday through Friday, on which the schools are open during the normal school year. The first working day to be counted shall begin at 8:00 a.m., the working day following the day on which the time limits are based. After the last day of the normal school year, a working day shall be defined as Monday through Friday when the administrative offices of the Superintendent are open.

### **SECTION 4.**

The following are the supervisors or administrators referred to in Steps 1 and 2 of this Article:

Step 1: Principal or immediate supervisor.

Step 2: Superintendent or designee.

### **SECTION 5.**

The parties hereto acknowledge that it is usually most desirable for a professional employee and his immediate supervisor to resolve problems through free and informal communications. When requested by the grievant another professional employee or representative of a professional organization may accompany the grievant to assist the informal resolution of the grievance. If however, the informal process fails to satisfy the grievant, a formal grievance may be processed on a pre-numbered Statement of Grievance.

(Standardized Grievance Form copy attached to this Agreement-Appendix A) obtained from the school secretary or immediate supervisor and shall include the date the alleged violation took place, the date filed, the name and number of provision/article violated, and shall indicate the specific relief sought.

**Step 1:** Within ten (10) working days after the knowledge of the occurrence, the grievance will be presented, in writing, in accordance with Section 5 of this Article by the grievant to the principal or immediate supervisor. The appropriate supervisor at this step, within ten (10) working days of the receipt of the grievance, shall meet with the grievant and a representative of the WCEA in an effort to resolve the grievance. If an adjustment is not made at this meeting, the appropriate supervisor at this step will respond to the grievance, in writing, within ten (10) working days after the said grievance meeting.

**Step 2:** If the grievance is not resolved at Step 1, the grievance may be presented by the grievant to the Superintendent/designee within ten (10) working days from the date of response of the appropriate supervisor at Step 1. The Superintendent/designee within ten (10) working days of the receipt of the grievance at Step 2 shall meet with the grievant and a representative of the WCEA in an effort to resolve the grievance. If an adjustment is not made at this meeting, the Director of Schools/designee shall respond to the grievance, in writing, within ten (10) days after the date of said grievance meeting.

## **SECTION 6.**

- A. Time limits provided in this Article may be extended by mutual agreement when signed by the parties to this agreement.
- B. Failure of the appropriate supervisor or administrator at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to present the grievance at the next step of the grievance procedure.
- C. Any grievance which is not advanced from one (1) step to the next within the time limit provided for that step shall result in the grievance being considered to have been withdrawn, or settled as outlined in the previous step.
- D. Grievance involving one (1) or more professional employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the grievant at Step 2.

## **SECTION 7.**

The only actions or events grievable under this process are items contained in this Memorandum of Understanding. The decision of the Director/Designee shall be the final step in the grievance process.

## **SECTION 8.**

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants and shall not be forwarded to any prospective employer of the grievant, nor shall such documents be revealed or the grievance(s) be alluded to in any communication between the administration and prospective employer.

## **ARTICLE X: PROVISIONS FOR INNOVATIVE PROGRAMMING**

The Board and the Association agree that programs which provide increased opportunities for student learning and development should be seriously considered for implementation.

Teacher involvement in developing such programs and the implementation thereof is set forth in true site-based decision making concepts. It is a cooperative effort involving administrators, teachers, students, parents, and including partners in education.

## **SECTION 1.**

A proposal for a site-based decision making program at a particular school may be submitted to the Superintendent by the principal and must be accompanied by evidence demonstrating that the proposal has been developed and approved by at least two-thirds(2/3) of the professional employees at that school.

## **SECTION 2.**

Under the Education Improvement Act, allowances are permitted by the State, with approval, that could waive certain obstacles in order for new ideas to be tried in search for improved education. In the event that any aspect of the proposed site-based decision making program is contrary to the terms of this agreement, a waiver may be sought. The Superintendent, a Board member, and the Chief Collaborator for the Board and the Association shall meet to review the proposal to determine specific areas which require modification. A waiver will be approved only when all parties are in agreement. If a waiver is approved, the specific area of the contract agreement will be waived or modified only to the extent necessary to implement the proposal. If the waiver is not approved, then the idea cannot be implemented.

## **ARTICLE XI: INSURANCE**

Insurance shall be discussed and changes attached annually within thirty (30) days following adopted changes.

### **SECTION 1.**

The Washington County Board of Education will participate in the group medical insurance plan for professional employees who have elected to participate in the group insurance plan. A copy of the Insurance schedule shall be found in Appendix E. This schedule will be updated annually following board approval.

### **SECTION 2.**

The Board will fund the group medical insurance premium for retiring personnel at the rate of one thousand nine hundred thirty-one dollars (\$1,931.00) for an individual plan, not to exceed four thousand thirty dollars (\$4,030.00) for a family plan, not to exceed two thousand five hundred thirty-nine dollars (\$2,539.00) for an employee and child, and not to exceed three thousand twenty-three dollars (\$3,023.00) for an employee and spouse.

Eligibility shall be determined by participation in the group insurance plan of the Washington County Board of Education for the preceding five (5) years and employment by the Washington County Board of Education for the preceding ten (10) years. The Board shall fund this cost until said individual reaches age sixty-five (65) or becomes eligible for Medicare benefits.

### **SECTION 3.**

The Board and the Association will establish a Disability Insurance Plan for all professional employees. The Disability Plan will provide for ninety dollars (\$90.00) per week for a maximum of twenty-six (26) weeks with a maximum of a ten (10) day elimination period.

The Board will fund this Disability Program at a rate not to exceed sixty dollars (\$60.00) per year per employee. Any additional expense will be borne by the professional employee.

### **SECTION 4.**

The Board and the Association will establish a Life Insurance Plan for all professional employees. The Life Insurance Plan will provide a twenty-five thousand dollars (\$25,000.00) term policy on each professional employee as long as this plan is in effect.

The Board will fund the Life Insurance Plan at a rate not to exceed forty dollars (\$40.00) per professional employee per year. Any additional expense will be borne by the professional employee.

### **SECTION 5.**

The Board and the Association will establish an Optical Insurance Plan for all professional employees. The Optical Plan will be funded by the Board. Each employee shall be eligible for one hundred thirty-five dollars (\$135.00) per 2-year period. Any additional expense will be borne by the professional employee. The details of the Optical Insurance Plan will be provided to each professional employee during "In-service" at the beginning of each school year or whenever he/she is hired by the Board.

## **SECTION 6.**

The Cafeteria Plan established by the Board for all professional employees shall include implementation of flexible benefits plan for allowable exempt expenses for payroll deductions.

## **ARTICLE XII: SALARIES AND WAGES**

Salaries and wages shall be discussed and changes attached annually within thirty (30) days following adopted changes.

### **SECTION 1.**

A copy of the salary schedule shall be found in Appendix B.

### **SECTION 2.**

The criteria and method of calculation experience and academic training will be the same as used by the State Department of Education.

### **SECTION 3.**

Verification of creditable teaching experience, degree(s) earned, and/or military service will be filed with the Human Resources Department in the office of the Superintendent on or before September 1st of the school year in which credit is claimed with salary adjustments retroactive to the beginning of the school year. Any verification of creditable hours and/or degrees filed after September 1<sup>st</sup> but before December 31<sup>st</sup> will become effective on March 1<sup>st</sup> of the next calendar year.

### **SECTION 4.**

The determination of credit for work experience of Career Technical teachers for Placement on the salary schedule shall be upon the recommendation of the Superintendent.

### **SECTION 5.**

Teachers shall have the option of being paid under one (1) of the following two (2) plans as outlined in A and B below. Once a teacher selects a plan, no change in election may be made until August 1<sup>st</sup> of the next year. Notification of changes for subsequent years shall be made by notifying the Finance Department in writing no later than August 20<sup>th</sup>.

- A. Equal gross monthly paychecks shall be paid on the 12<sup>th</sup> of the month. If the 12<sup>th</sup> day occurs on a weekend, payment will be made on the Friday preceding the 12<sup>th</sup> day. There will be ten (10) paychecks for ten (10) month teachers and twelve (12) for twelve (12) month teachers.
- B. Ten (10) month teachers may receive their paychecks over twelve (12) equal installments on the 12<sup>th</sup> day of each month. If the 12<sup>th</sup> day occurs on a weekend, payment will be made on the Friday preceding the 12<sup>th</sup> day.

## **SECTION 6.**

The Board will provide a monetary incentive for professional employees having completed twenty-five (25) years of experience and made known their intention to retire on the Washington County Board of Education Retirement Notification form. This form may be found under Appendix F.

## **SECTION 7.**

A professional employee having completed a total of twenty-five (25) years of experience with a minimum of ten (10) years in the Washington County School System and finalized the retirement procedures with the State and local administration will be given a one-time monetary sum up to seven thousand dollars (\$7,000.00) with restrictions as follows:

<b>Years</b>	<b>Amount</b>
25 through 30	\$7000.00
31	\$5,500.00
32	\$3,500.00
33 and above	\$1,000.00

Notification restrictions are as follows:

<b>Notification</b>	<b>Percentage</b>
Prior to April 1 <sup>st</sup> of calendar year preceding retirement	100%
April 1 <sup>st</sup> to June 30 <sup>th</sup> of calendar year preceding retirement	90%
July 1 <sup>st</sup> to December 31 <sup>st</sup> of calendar year preceding retirement	75%
After December 31 <sup>st</sup> of calendar year preceding retirement	50%

**Grandfather clause:** Any professional employee currently enrolled in any of the previous options must retire under that specific option.

The Board may waive these requirements due to extenuating circumstances.

# APPENDICES

WASHINGTON COUNTY BOARD OF EDUCATION  
MEMORANDUM OF UNDERSTANDING  
GRIEVANCE FORM

Appendix A  
File# \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Grade(s) and Subject(s) \_\_\_\_\_

STEP 1

Date of Violation: \_\_\_\_\_  
Specific provision(s) violated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

DISPOSITION BY IMMEDIATE SUPERVISOR

Date received: \_\_\_\_\_ Date meeting set: \_\_\_\_\_  
Response: \_\_\_\_\_

Copy to Superintendent or Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Grievance resolved: Yes \_\_\_\_\_ No \_\_\_\_\_

Appealed to Step 2: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

STEP 2  
DISPOSITION BY SUPERINTENDENT/DESIGNEE

Date received \_\_\_\_\_ Meeting Set on \_\_\_\_\_ For \_\_\_\_\_  
Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to Immediate Supervisor

Signature

Date

DRAFT



Appendix B

**Proposed FY24 Certified Pay Scale**

Years	B.S.	M.A.	MA+30	EDS	ED D
0	43,715	47,594	50,008	50,241	54,633
1	44,790	48,669	51,083	51,316	55,708
2	45,865	49,744	52,158	52,391	56,783
3	46,940	50,819	53,233	53,466	57,858
4	48,015	51,894	54,308	54,541	58,933
5	49,090	52,969	55,383	55,616	60,008
6	50,165	54,044	56,458	56,691	61,083
7	51,240	55,119	57,533	57,766	62,158
8	52,315	56,194	58,608	58,841	63,233
9	53,390	57,269	59,683	59,916	64,308
10	54,465	58,344	60,758	60,991	65,383
11	55,540	59,419	61,833	62,066	66,458
12	56,615	60,494	62,908	63,141	67,533
13	57,690	61,569	63,983	64,216	68,608
14	58,765	62,644	65,058	65,291	69,683
15	59,840	63,719	66,133	66,366	70,758
16	60,440	64,319	66,733	66,966	71,358
17	61,040	64,919	67,333	67,566	71,958
18	61,640	65,519	67,933	68,166	72,558
19	62,240	66,119	68,533	68,766	73,158
20	62,840	66,719	69,133	69,366	73,758
21	63,440	67,319	69,733	69,966	74,358
22	64,040	67,919	70,333	70,566	74,958
23	64,640	68,519	70,933	71,166	75,558
24	65,240	69,119	71,533	71,766	76,158
25	65,840	69,719	72,133	72,366	76,758

**A Compilation of Benefits  
Cited in the Memorandum of Understanding**

<b>Article II, Section 2</b>	<b>Release time for Officers or Agents of Professional Employee Organizations</b>
<b>Article II, Section 2</b>	<b>Grievance time not docked from the files</b>
<b>Article IV, Section 2, Step 4</b>	<b>Language concerning the removal of a reprimand</b>
<b>Article IV, Section 3</b>	<b>Extra Personal Day</b>
<b>Article IV, Section 7</b>	<b>Increased bereavement days</b>
<b>Article IV, Section 7</b>	<b>Bereavement for friend</b>
<b>Article IV, Section 9</b>	<b>Half day medical emergencies</b>
<b>Article IV, Section 10</b>	<b>Leaves granted for National Education Association Office Holders or State Office Holder</b>
<b>Article VII, Section 2</b>	<b>Management wanted to remove requirement that the Association provide all representatives on all committees. At the request of the Professional Employees it was decided that representatives on committees would be at least two members of the Association. (Before all teacher representatives were Association members, it left out non-members from possibly serving on committees)</b>
<b>Article IX, Section 5</b>	<b>Representation during informal meetings</b>
<b>Article IX, Section 8</b>	<b>Language restricting a grievance</b>
<b>Article X</b>	<b>Provision for Innovative Programming</b>
<b>Article XI, Section 1&amp;2</b>	<b>The amount funded on the group insurance plan</b>
<b>Article XI, Section 3</b>	<b>A disability insurance plan</b>
<b>Article XI, Section 4</b>	<b>A life insurance plan</b>
<b>Article XI, Section 5</b>	<b>An optical insurance plan</b>
<b>Article XII, Section 7</b>	<b>Prior Notice of Retirement</b>

**Also included are many statements and allowances requested by the Association. These statements are numerous and scattered through the Memorandum of Understanding.**

## WASHINGTON COUNTY BOARD OF EDUCATION PROFESSIONAL LEAVE REQUEST FORM

This form should be completed prior to an individual attending the requested meeting and kept by the Finance Department.

NAME OF INDIVIDUAL MAKING THE REQUEST:

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_

POSITION \_\_\_\_\_ SCHOOL \_\_\_\_\_

DATES REQUESTED \_\_\_\_\_

MEETING TO ATTEND:

\_\_\_\_\_  
\_\_\_\_\_

### APPROVAL:

\_\_\_\_\_  
Organization President \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Principal of School \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Representative of Organization \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Director of Finance \_\_\_\_\_ Date \_\_\_\_\_

Per the Washington County Memorandum of Understanding 2015/2016 - 2017/2018:

Release Time – At the beginning of each school year the Organization shall be granted up to forty (40) days release time to be used by professional employees who are officers or agents of the Organization. The Organization agrees to notify the Board prior to the day release time is taken.

The expense of the substitutes required shall be paid by the Association. The Organization president shall periodically confer with Central Office Bookkeeping staff in order to keep accurate records of release time used.

## 2024 Insurance Premium Breakdown

Appendix E

### Premier PPO

(Network S or

CIGNA LocalPlus)

	<u>Employee</u>	<u>Emp+Child(ren)</u>	<u>Emp+Spouse</u>	<u>Emp+Spouse+Children</u>
Total Cost	8,556.00	14,100.00	19,248.00	22,224.00
Board	6,552.00	10,800.00	14,736.00	17,028.00
Employee Cost	2,004.00	3,300.00	4,512.00	5,196.00
# of Months	10	10	10	10
Per month	200.40	330.00	451.20	519.60

### Standard PPO

(Network S or

CIGNA LocalPlus)

	<u>Employee</u>	<u>Emp+Child(ren)</u>	<u>Emp+Spouse</u>	<u>Emp+Spouse+Children</u>
Total Cost	7,944.00	13,104.00	17,880.00	20,652.00
Board	6,552.00	10,800.00	14,736.00	17,028.00
Employee Cost	1,392.00	2,304.00	3,144.00	3,624.00
# of Months	10	10	10	10
Per month	139.20	230.40	314.40	362.40

### Limited PPO

(Network S or

CIGNA LocalPlus)

	<u>Employee</u>	<u>Emp+Child(ren)</u>	<u>Emp+Spouse</u>	<u>Emp+Spouse+Children</u>
Total Cost	7,500.00	12,372.00	16,884.00	19,500.00
Board	6,552.00	10,800.00	14,736.00	17,028.00
Employee Cost	948.00	1,572.00	2,148.00	2,472.00
# of Months	10	10	10	10
Per month	94.80	157.20	214.80	247.20

### CDHP with HSA

(Network S or

CIGNA LocalPlus)

	<u>Employee</u>	<u>Emp+Child(ren)</u>	<u>Emp+Spouse</u>	<u>Emp+Spouse+Children</u>
Total Cost	6,552.00	10,800.00	14,736.00	17,028.00
Board	6,552.00	10,800.00	14,736.00	17,028.00
Employee Cost	0.00	0.00	0.00	0.00
# of Months	10	10	10	10
Per Month	0.00	0.00	0.00	0.00

### WCDE Board

Contribution to HSA

	<u>Employee</u>	<u>Emp+Child(ren)</u>	<u>Emp+Spouse</u>	<u>Emp+Spouse+Children</u>
Board	1,000.00	2,000.00	1,500.00	2,500.00
# of Months	10	10	10	10
Per Month	100.00	200.00	150.00	250.00

If one of the following networks are chosen, the associated upcharge will be added to the employee's monthly premium:

CIGNA Open Access	90.00	102.00	180.00	180.00
BCBS Network P	90.00	102.00	180.00	180.00

WASHINGTON COUNTY  
DEPARTMENT OF EDUCATION

NOTIFICATION OF INTENT TO RETIRE

Date submitted \_\_\_\_\_

Name \_\_\_\_\_

School \_\_\_\_\_

Intended Retirement Date \_\_\_\_\_

Estimated Years of Experience \_\_\_\_\_

Please Note: All retirement forms are available in the Washington County Department of Education Accounting Department. Retirement plans are not considered to be final until you have completed all paperwork with the Tennessee Consolidated Retirement System.

Employee Signature \_\_\_\_\_

Received by \_\_\_\_\_

Date \_\_\_\_\_

Superintendent \_\_\_\_\_  
Signature Date

If you do not receive confirmation of this notice within ten (10) working days, please notify the Superintendent.