

MEMORANDUM OF UNDERSTANDING
2016-2019

WILLIAMSON COUNTY BOARD OF
EDUCATION

AND

PECCA REPRESENTATIVES SELECTED
BY THE WILLIAMSON COUNTY
EDUCATION ASSOCIATION

Memorandum of Understanding
PECCA Representatives Selected by the
Williamson County Education Association
And
Williamson County Board of Education
2016-2019

Table of Contents

Article I	Recognition
Article II	Management Rights
Article III	Association Rights
Article IV	Grievance
Article V	Salary and Supplements
Article VI	Benefits
Article VII	Leave of Absence
Article VIII	Student Discipline Procedures
Article IX	Hours and Load
Article X	Educator Conduct
Article XI	Complaints
Article XII	Vacancy
Article XIII	School Calendar
Article XIV	Site Based Funds
Article XV	Class Size
Article XVI	Duration
Appendix A-1	Teacher Salary Schedule
Appendix A-2	Curriculum Specialist Salary Schedule
Appendix B	Grievance Form
Appendix C	Transfer Form (electronic submission)

ARTICLE I RECOGNITION

Section 1.1 Date & Definition

This amended Memorandum of Understanding (MOU) is entered into this _____ of _____, 2016 for the 2016-2019 school years by the Williamson County Board of Education, hereinafter referred to as the "Board", and the representatives of the professional employees of the Williamson County Board of Education selected pursuant to the terms of TCA §49-5-605, subject to annual amendments consistent with Tennessee law.

Section 1.2 Association Recognition

The Board hereby recognizes the Williamson County Education Association, hereinafter 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 et seq., said determination having been made by Williamson County professional educators through a confidential poll per the terms of PECCA.

ARTICLE II MANAGEMENT RIGHTS

Section 2.1 Board Rights

The educator participants in PECCA hereby recognize that all rights which are vested in the Board except those which are clearly and expressly relinquished herein by the Board, shall continue to be vested in and exercised exclusively by the Board without prior notice to the Association or the educator participants in PECCA either as to the taking of action under such rights or with respect to the consequence of such action during the term of this MOU.

Section 2.2 Savings

If any article or part of this MOU 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 MOU shall not be affected thereby.

Section 2.3 Modification of MOU

This MOU shall not be modified in whole or in part except by an instrument in writing prepared and approved in compliance with the terms of PECCA.

ARTICLE III ASSOCIATION RIGHTS

Section 3.1 Use of Facilities

- a. The Association will be permitted to use school buildings and facilities for the purpose of conducting professional meetings before or after the educators' normal work assignment.
- b. These meetings shall be arranged in advance with the school principal consistent with that school's facilities use procedures. Permission to use the facilities will not be unreasonably withheld.

Section 3.2 Communications

- a. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards approved by the principal in an area designated for educator use, such as educator lounges and workrooms.
- b. The Association shall have the right to use educator mailboxes, including e-mail, for communications purposes.

Section 3.3 Visitation

- a. Duly authorized representatives of the Association shall be permitted to transact official Association business at school locations before and after school and during the educator's lunch period, provided this shall not interfere with or interrupt normal school operations.
- b. The Association Representatives shall report their presence to the Principal at the time of their arrival on school premises.

Section 3.4 Board Agenda

- a. The regular Board Agenda will include upon request by the Association president under "Communications" a report from the Association. Depending on available time, the Board Chairman may allow a discussion of the report.

Section 3.5 Released Time

- a. The Association shall have the right to use up to 15 days released time, with substitutes to be paid for by the Association, for educators who are officers or agents of the Association in order to conduct Association business.
- b. Members of committees, including but not limited to the PECCA Team, the Calendar Committee, and the Sick Bank Committee shall be given release time for any meetings

that take place during the school day. Educators on the Sick Bank Committee shall be paid \$25 per hour per the terms of Section 5.4 below for committee meetings occurring outside the contract day described in Section 9.1 below.

**ARTICLE IV
GRIEVANCE PROCEDURE**

Section 4.1 Definitions

- a. "Grievance" shall mean a claim by an educator that there has been a violation, misrepresentation, or misapplication of the terms of this MOU.
- b. The term "days" shall mean any and all days. In the event the final day of any time limit described in this article falls on a weekend or system holiday, the deadline day shall be the next day the system is open.

Section 4.2 General Provisions

- a. The grievant(s) may submit a copy of the written grievance to the Association prior to proceeding to Step 2 of the grievance procedure described in Section 4.3, below. The Association may determine whether to participate in said grievance. In such event, the Association shall name an Association Designee in the written Grievance Form, attached hereto as Appendix B. A grievance that does not meet the time limits outlined in the procedures listed in Section 4.3 shall not be accepted.
- b. Grievances by two or more educators alleging the same violation, misrepresentation, or misapplication of the terms of this MOU may, upon agreement of the grievant(s) and the Board or representative, be joined together under the general provisions and procedures of the article.
- c. Failure by the designated supervisor at any step of the procedure to communicate the decision on the grievance within the specified time limit shall permit the aggrieved party to proceed to the next step.
- d. Failure by the grievant(s) to appeal to the next step within the prescribed time limits shall result in a withdrawal of the grievance.
- e. The filing of a grievance shall in no way interfere with the right of the Board and the Administration to carry out its management responsibilities, subject to the final disposition of the grievance. Any resolution of a grievance shall not be inconsistent with this MOU.
- f. No reprisals shall be taken by the Board or the Administration against an educator because of participation in a grievance.
- g. A grievance may be withdrawn at any level without establishing a precedent, except that if a grievance is withdrawn, the grievant(s) shall be prohibited from refileing a grievance based upon the same incident as the withdrawn grievance.

- h. All parties involved in a grievance may have a representative(s) of their choosing present at all steps of the procedure.
- i. The Board and the Administration shall cooperate in the investigation of any grievance.
- j. Neither the grievant(s) nor the Board shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party.

Section 4.3 Procedures

Step 1: The parties hereto acknowledge that it is most desirable for an educator and the administrator involved to resolve problems through free and informal communications. Not later than 35 days after the event giving rise to the grievance or 35 days after the educator should reasonably have learned of the event giving rise to the grievance, whichever is later, the educator must discuss the grievance with the immediately involved supervisor. If this informal process fails to satisfy the educator, a formal written grievance may be processed as outlined below. See form, Appendix B.

Step 2: If the grievant(s) is not satisfied with the disposition of the grievance in Step 1, the educator may present the written grievance to the immediately involved supervisor not later than 15 days after the informal meeting. The administrator involved will arrange for a meeting to take place within 10 days after the receipt of the written grievance. The grievant(s) must specify the section of this MOU that is alleged to have been violated and shall state the specific redress sought. Within 5 days after the meeting, the grievant(s) shall be provided with the administrator's written response, including the reasons for the decision.

Step 3: If the grievant(s) is not satisfied with the disposition of the grievance in Step 2, the grievant(s) may refer the grievance to the Director of Schools within 10 days after the receipt of the Step 2 written decision. The Director of Schools shall arrange for an appeal hearing to take place within 15 days of the Director of Schools' receipt of the appeal. Within 10 days after completion of the appeal hearing, the grievant(s) shall be provided with the Director of Schools' written response, including the reasons for the decision.

Step 4: If the grievant(s) is not satisfied with the disposition of the grievance in Step 3, the grievant(s) may within 35 days after receipt of the Step 3 written decision, submit the grievance to arbitration under the Labor Arbitration Rules of the American Arbitration Association. Upon submission of said grievance to the American Arbitration Association, the grievant(s) shall provide a copy of said submission to the Director of Schools. The arbitrator will limit the hearing and decision to the grievance as stated in Step 1. The arbitrator's decision will be in writing and will set forth findings, reasoning, and conclusions on the issues submitted. Notwithstanding any rules of the American Arbitration Association to the contrary, the arbitrator's decision shall not be binding except as described in Step 5, below. Each party shall be responsible for any costs for witnesses or any other costs associated with the presentation of its case. All other costs

for this arbitration, except as noted above, shall be borne by the two parties equally. Alternatively, the Grievant, at his or her sole discretion, may waive this step within 35 days after receipt of the Step 3 written decision.

Step 5: When the arbitrator's decision has been rendered, the Board shall, within 45 days or the Board's next regular meeting, whichever occurs last, take specific action to reject said decision or the arbitrator's decision shall be implemented. The grievant(s) shall receive a copy of the Board's decision within 5 days after the Board's consideration of the grievance. Or, if the Grievant's arbitration is waived, and if the grievant(s) is not satisfied with the disposition of the grievance in Step 3, the grievant(s) may request a review by the Board within 35 days after the educator received the Step 3 written decision or within 35 days after the time limits for Step 3 have expired. The request shall be made in writing through the Director of Schools, who shall attach all related documents and forward the request within 7 days to the Board. The Board shall review the grievance and shall schedule a Board hearing within 25 days after the receipt of the Board hearing request. The grievant(s) shall receive a copy of the Board's decision within 5 days after the Board hearing.

No decisions made through this process shall be precedential for any grievance submitted by any subsequent grievant. However, in the event a grievance reaches Step 5 above, the parties to this MOU shall discuss the grievance decision at their next PECCA meeting to determine if a change in the terms of the MOU are appropriate.

**ARTICLE V
SALARIES AND SUPPLEMENTS**

Section 5.1 Salary Schedule

The base salary of each educator shall be covered by the regular salary schedule as set forth in Appendix A-1, which is attached to and made a part of this MOU.

Section 5.2 Method of Payment

- a. Except for the first month of the school year, educators shall have regular pay days each month on the 15th and end of the month. If the regular pay day comes before educators have worked ten days during that school year, the first pay period for that school year will be the next regular pay day.
- b. Educators shall receive electronic notice of all payments.
- c. Educators will have the option to select a financial institution/second account of their choice to divert a portion of their semi-monthly salary.
- d. All salary payments issued to educators will be electronically transferred to the financial institution (s) that the educator has selected.

Section 5.3 Supplements

- a. Supplements will be paid at the level listed below for teachers with an approved and funded supplement for that particular activity.

\$1,238 Minimum of 70 Hours
Elementary Grade Level Chair/BLT
Team Leader Middle

\$2,342 Minimum of 150 Hours
Orchestra High

\$3,048 Minimum of 200 Hours
Department Head High

17% (BS + Experience as a Band Director)
Band Director High

Supplement level will be adjusted annually at the same average percentage increase applied to the Athletic Schedule

- b. Department Head, Team Leader Middle, Grade Level Chairperson, and HS Band Director supplements shall be distributed over 24 pay periods.

- c. Supplements are only available to employees who work less than a twelve-month contract. An exception to this general rule is for twelve-month Career and Technical teachers who take on supplemented activities outside of their normal instructional assignment.

Section 5.4 Stipends and Hourly Work Rates

Educators may be asked to attend workshops beyond required contract inservice requirements, work beyond the duty day or calendar in order to accomplish district wide curriculum writing assignments, or conduct workshops for WCS. These activities must be approved prior to the work being performed for payment. If payment is received for any of the below activities the educator will not be eligible to use the hours for continuing education credits (CEU's) for license renewal.

- a. Educators shall be paid \$25 per hour for such work as tutoring or curriculum writing or participation in IEP/504/RTI meetings that occur outside of the work day when approved by the school principal or central office supervisor. Such work shall be scheduled to be no less than one hour in duration.
- b. Educators shall be paid a maximum of \$150 per day prorated in half day increments when attending a workshop that exceeds the requirements for meeting the 200 day contract if the workshop attendance is requested by the school system and determined to be necessary for the efficient operation of the system.
- c. Teachers who conduct workshops shall be paid \$350 for each full day they are conducting the training.

ARTICLE VI BENEFITS

Section 6.1 Health Coverage

- a. Each full-time educator will be eligible to participate in the Williamson County self-insurance medical/dental plan. The Williamson County self-insurance plan, administered by Williamson County government, is on a January 1 calendar year, but this MOU is scheduled on a July 1 calendar year. In the event Williamson County government proposes any changes to that plan that might take effect during the term of this MOU that may affect the benefits described in this Article, the parties hereto shall meet to discuss any such proposal prior to implementation, and any change during the term of this MOU must be approved by the Board of Education.
- b. Any full-time educator who desires to decline the health plan may select an in-hospital indemnity plan provided by the Board instead of a health plan.
- c. Any full-time educator may purchase an additional amount of coverage for the immediate family equal to that provided by the Board for a full-time educator.

Section 6.2 Life Insurance

- a. The Board will provide an amount of group term life insurance of \$40,000 for each full-time educator. WCS administration will continue to pursue with County Government the possibility of increasing this coverage to \$50,000.
- b. The full-time educator group term life insurance program provided by the Board will include a double indemnity clause for accidental death and dismemberment.
- c. Any full-time educator may purchase additional life insurance coverage from plans approved by the Board at personal expense through payroll deduction.

Section 6.3 Dental Coverage

- a. Each full-time educator will be eligible for a Board-approved dental plan.
- b. Any full-time educator may purchase an additional amount of dental coverage for immediate family equal to that provided by the Board for a full-time educator.

Section 6.4 Disability Coverage

Each full-time educator will be eligible for a Board-approved disability plan pending funding.

Section 6.5 Description

- a. The Board shall provide each full-time educator a description of the coverage provided above within 10 days of the beginning of the school year or date of employment. The description of conditions and limits of coverage as provided shall be delivered in clear and concise language.

Section 6.6 Funding

- a. Educators that select individual medical and dental coverage shall pay no premium.
- b. Educators that select dependent medical and/or dental coverage shall pay 20% of the funded premium. Dependent coverage shall include rates for each of the following: employee + one, employee with more than one (family).
- c. Retired educators who meet the county service requirements of at least 10 consecutive years of employment in WCS, who select medical and/or dental coverage and who receive TCRS retirement benefits shall pay 20% of the established premium. Retiring educators who meet the county service requirements as outlined in 6.7 b, and who receive TCRS retirement benefits and select medical and/or dental coverage, shall pay 20% of the established premium. They may also continue life insurance in the amount of \$15,000 by paying the full premium.
- d. Educators eligible for COBRA coverage shall pay the full premium plus plan administration cost of 2%.
- e. Dependent coverage will be payroll deducted in equal semi-monthly installments from the salaries of those full time educators who select the coverage.
- f. If two members of a family are covered by the health and dental plan of the board, the dollar amount of both premiums may be applied to the family premium.
- g. A spousal surcharge of \$100 per month will be charged to employees hired after July 1, 2007 and re-enrollees that participate in the Williamson County medical/dental plan and whose spouses are eligible for, but reject, such insurances through their own employer.

Section 6.7 Continuation

- a. Full-time educators on approved non-paid leave will have the option to continue the dental, disability, health, and life coverage by paying the premium to the Williamson County Self-Insurance Fund (WCSIF) within the first 5 days of the calendar month of coverage.
- b. Retiring educators hired before July 1, 2009 who meet the county service requirements of at least 10 consecutive years of full time employment with

Williamson County, and are at least 55 years of age, or who have 30 consecutive years of full time employment in Williamson County, regardless of age, have the option to continue health and/or dental coverage, paying 20% of the premium. Said educators have the option to continue life insurance up to \$15,000, with the employee paying the full premium to the WCSIF within the first 5 days of the calendar month of coverage. After age 65, available coverage for life insurance may decrease. Upon becoming Medicare eligible, retired educators are automatically enrolled in the Medicare Advantage plan chosen by the WCSIF and may continue paying 20% of the established health premium. Educators hired after July 1, 2009, are not entitled to receive upon retirement the benefits described in this subparagraph b.

- c. Full-time educators may, upon resignation or termination, have the right to continue the health and dental coverage up to 18 months, by paying the premium and plan administration cost of 2% to the WCSIF, within the first 5 days of the calendar month of coverage (COBRA).

Section 6.8 Employee Tuition Rates

The out of county family tuition rate for employees' children shall be set by the Board of Education for the 2016-2017 school year.

ARTICLE VII LEAVES OF ABSENCE

Section 7.1 Sick Leave

- a. Definition: Sick leave shall mean leave of absence because of illness of the educator from natural causes or accident or the illness or death of the educator's spouse, parent, grandparent, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or other family member with approval of the Director of Schools which necessitates the absence of the educator.
- b. Allocation: The time allowed for sick leave with pay shall be 1 day for each school month (20 days) of employment. Sick leave shall be cumulative for all earned days not used.
- c. Advance Use: An educator in need of sick leave shall be allowed to use unearned sick leave up to the number of days which such educator may accumulate during the remainder of the current year in which employed. Upon termination of the employment of such educator before such days are earned or at the end of the school year, there shall be deducted from the final salary of such educator an amount based on the educator's daily rate of pay sufficient to cover any excess sick leave days used. If such final salary is insufficient for this purpose, the educator shall be liable for reimbursement of any amount in excess of the final salary.

Section 7.2 Bereavement Leave

- a. Definition: Bereavement leave shall mean leave of absence because of the death of the educator's spouse, parent, grandparent, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or other family member with approval of the Director of Schools which necessitates the absence of the educator.
- b. Allocation: Up to a maximum of 3 days of bereavement leave each year shall not be charged against the educator's sick leave accumulation. Furthermore, up to two additional days may be purchased at the average cost of a substitute if the employee must travel more than 600 miles roundtrip or up to 3 additional days may be purchased for a second qualifying event. These days shall be non-cumulative. This does not eliminate the use of sick leave for bereavement if the need exceeds 3 days.

Section 7.3 Personal Leave

- a. Personal Leave Definition: Personal leave shall mean a leave of absence for the purpose of transacting or attending to personal business and may be used for any purpose at the discretion of the educator.

- b. Allocation: The time allowed for personal leave with pay shall consist of 1 day per each one-half year employed per school year. (Half year employed means the employee must have been in an active pay status every day of the first 100 days of the school year to earn 1 day leave and in an active pay status all 100 days of the second half of the contract year to earn the second day.) Any personal leave remaining unused after the end of the year shall be credited to that educator as sick leave.
 - 1. Educators will be granted one (1) additional personal leave day after twenty consecutive years in Williamson County.
- c. Advance Use: An educator in need of personal leave shall be allowed to use unearned personal leave up to the number of days which such educator may accumulate during the remainder of the current year. Upon termination of such educator before such days are earned, there shall be deducted from the final salary of such educator an amount based on the daily rate of pay sufficient to cover an unearned personal leave day used. If such final salary is insufficient for this purpose, the educator shall be liable for reimbursement of any amount in excess of the final salary.
- d. In addition to the personal leave described above, each educator governed by this MOU shall start employment with 3 days available local leave whereby the educator can "pay" the cost of their substitute for an additional day of leave for personal reasons. Thereafter, each said educator will accrue one additional such day per year, except that the total available days may not at any point exceed a maximum of three (3) available days. The employee will have the cost of the substitute deducted from their paycheck during the pay period the leave was used. The cost of the substitute day will be the average cost of a substitute and will be based on an amount determined at the beginning of each school year. All educators utilizing this leave will be charged the cost of the substitute whether or not a substitute was utilized during their absence.

Section 7.4 Uncompensated Leave

- a. Any educator requesting an uncompensated leave for military service, legislative service, maternity, adoption, or recuperation of health or other leaves required by state and/or federal laws shall be granted approval by the Director of Schools without forfeiture of accumulated leave credits, tenure status, or other fringe benefits (TCA 49-5-702).
- b. Any educator requesting an uncompensated leave for educational improvements, parental leave, or other sufficient reason(s) may be granted approval by the Director of Schools; however, the educator will lose all fringe benefits and many other benefits that accrue as a result of employment, including but not limited to credited time toward retirement and one personal day for every semester during which an uncompensated day is taken.

- c. Educators who take approved uncompensated leave, not exceeding 10 days per year, shall not lose insurance benefits.

Section 7.5 Leave Application Procedures

- a. When an educator needs to be absent, the educator shall notify the supervisor or designee, as soon as possible before the school day begins. The educator is responsible for recording the absence, by telephone or internet, in the automated substitute teacher calling system or in employee self service, as required for the position.
- b. The educator shall complete a written Long Term Leave of Absence Application for a leave request of 10 days or more, including any accompanying physician's statement or other documentation required by the application.

- c. For long term medical leave requests, the Director of Schools may require at the system's expense an examination by another physician other than the physician certifying the medical disability.
- d. In the event of the absence of an educator in excess of the sick leave days available to the educator, the Director of Schools may require an examination by a physician certifying the previous absences. The system would pay for the second opinion.
- e. The Director of Schools or designee may require a physician's statement for any sick leave claim.
- f. The Director of Schools or designee may require documentation to establish the cause for any bereavement leave claim.
- g. The system shall keep a record of the accumulated sick leave for each eligible educator in its employ and shall provide a verified copy to the educator upon request.
- h. Written application for personal leave shall be filed with the principal no less than 24 hours prior to the date of the proposed absence, except in cases of emergency. The educator shall not be required to give reasons for use of any personal leave. This leave will be subject to approval by the principal in all cases except those covered by "j" below.
- i. The approval of the Director of Schools shall be required for personal leave approval under the following conditions:
 - 1. If more than 10% of the educators in any school request personal leave on the same day (in making this calculation, any major fraction shall be considered as 1);
 - 2. If personal leave is requested during any prior established examination period;

3. If personal leave is requested on the day immediately preceding or following a holiday or vacation period.
- k. If any educator fails to secure approval for any paid leave or provide appropriate notice and documentation, forfeiture of the paid leave will result.
- l. Written application for an uncompensated leave of absence shall be filed with the principal no less than 30 days prior to the date of the proposed absence, except in the case of an emergency. The request, with the principal's recommendation, shall be forwarded to the Director of Schools or designee for recommendation. The educator shall be notified in writing of the Director of Schools action on the uncompensated leave of absence. The educator may apply for an extension of leave using the same procedure as used to apply for the original leave.

Section 7.6 Return Rights

- a. Upon return of the educator from an approved leave of absence within 12 months, the educator shall return to the same position.
- b. If the leave of absence exceeds 12 months, the educator shall be placed in the same or a comparable position upon return from leave.
- c. Upon returning to employment, the educator shall assume all previous rights and privileges.
- d. Any educator on approved leave shall notify the principal in writing at least 30 days prior to the date of return if the educator does not intend to return to the position from which the leave was taken. Failure to render such notice shall be considered a breach of contract.

Section 7.7 Substitute Notification

Educators will input absences into the automated substitute calling system, by telephone or internet. It shall be the duty of the principal, or designee, to ensure the securing of a substitute when the educator notifies the principal and requests leave approval. An educator may suggest a particular individual(s) when notifying a school of their impending absence; however, the principal shall retain the authority for assigning all the substitutes and inputting pre-arranged substitutes in the system.

ARTICLE VIII STUDENT DISCIPLINE PROCEDURES

Section 8.1 Board Support and Assistance

- a. The Board recognizes its responsibility to give all reasonable support and assistance to educators with respect to the maintenance of control and discipline in the classroom.
- b. Whenever it appears that a particular student requires the attention of special teachers, special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to assist the educators with respect to such students.

Section 8.2 Corporal Punishment Policy

Written statements of the current School Board Policy governing student suspension, expulsion, and the use of corporal punishment of students shall be available at each school.

Section 8.3 Classroom Control

- a. Subject to special education law and all other applicable legal authority, an educator may exclude a student from class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation make the continued presence of the student in the classroom intolerable.
- b. In such cases, the educator will furnish the principal full particulars of the incident in writing when the student is sent to the office. The principal shall furnish the teacher in writing, prior to the student returning to class, the corrective action(s) that will be applied.

Section 8.4 Assault on Educators and/or Students

- a. Assault is defined in Tennessee as (i) intentionally, knowingly or recklessly causing bodily injury to another; (ii) Intentionally or knowingly causing another to reasonably fear imminent bodily injury; or (iii) Intentionally or knowingly causing physical contact with another which a reasonable person would regard as extremely offensive or provocative. When a teacher concludes he or she has been assaulted by a student, a meeting to discuss the assault will be held with an administrator no later than the end of the next school day following the assault.
- b. An educator may use such force as is reasonable and necessary for personal protection or protection of a student from attack or injury. Any such attack shall be reported to the principal immediately.
- c. The Board will provide legal counsel to advise the assaulted educator of rights and

obligations and shall promptly render assistance to the educator in connection with the handling of the incident by law enforcement and judicial authorities.

- d. Educators injured in the line of duty are eligible for worker's compensation but must report such injury to their supervisor and complete necessary paperwork to document the injury.
- e. Educators incurring damage to eyeglasses, hearing aids, dental devices, prosthetic devices, or other personal property as a result of student discipline are eligible to file for a claim for reimbursement with the county risk management. A report of the incident must be reported immediately to the supervisor, who will assist the educator in obtaining the necessary paperwork.

Section 8.5 Loss of Pay

- a. Time lost by an educator in connection with any incident mentioned in this Article shall not be charged against the educator. The educator shall suffer no loss of pay or benefits up to 30 days, verified by a physician's statement of inability to work, as a result.
- b. If the need exists beyond the 30 days, consideration shall be given to providing the educator with no loss of pay or benefits.

ARTICLE IX HOURS AND LOAD

Section 9.1 Hours

- a. The educator's work day shall consist of 7.5 hours.
- b. The Director of Schools may reduce the work day hours for the efficient operation of the school system.

Section 9.2 Load

- a. The daily teaching load for full-time educators in the senior high school shall not be more than 5 teaching periods in a 6-period day or 6 teaching periods in a 7-period day. The teaching load for full-time educators in senior high schools operating under a Board-approved rotation system shall not exceed the equivalent of 5 teaching periods in a 6-period day or 6 teaching periods in a 7-period day during the cycle of rotation.
- b. Senior high educators shall not be required to teach in more than three subject areas with a total of three teaching preparations, except in the case of extreme emergencies. Such cases shall be approved by the Director of Schools. The approval must be accompanied by a written plan, submitted to the Board, to remove the hardship teaching assignment.

Section 9.3 Planning Time

- a. The Board shall provide each elementary and middle school educator with 225 minutes planning time per week with no period less than 30 consecutive minutes per day.
- b. The Administrative Day immediately prior to the first day of school for students shall be designated as a day for teachers to prepare for instruction in their respective rooms. There shall be no meetings called by central office staff, school administrators, or any employee association during the regular school hours on this day.
- c. Upon request by the Chief Employee Representative, a Planning Period Committee shall be established consisting of 3 members appointed by the Association and 3 members recommended by the Director of Schools and approved by the Board. This committee will meet to review any teacher's schedule which does not include the planning period requirements set forth in 9.2(a) and (b) or 9.3(a) in an effort to find alternatives and to propose solutions to the Director of Schools.

Section 9.4 Duty-Free Lunch

- a. Included in the 7.5 hour work day, all educators shall have duty-free lunch time during the regular school day, equal to the amount of time given to their students for lunch.
- b. Educators may be required to escort their students to and from the dining area.
- c. Educators will be assigned no other duties during this time.

Section 9.5 Meetings

- a. Educators may be required to arrive before the start or remain after the end of the regular school day, without additional compensation, for the purpose of attending faculty or other school level professional meetings, no more than one day each week.
- b. A maximum of three hours per month may be allocated for before and/or after school professional staff meetings. At the beginning of each semester, the faculty at each school shall decide whether to schedule 45 minute, one hour, or 1 ½ hour professional staff meetings in order to allow for adequate planning time for teachers to arrange their schedules.
- c. Every effort shall be made not to call such meetings on Friday, or any other day immediately preceding a holiday, vacation or other day, upon which educator attendance is not required at school.
- d. The notice of and agenda for such meetings shall be given to educators involved prior to the meeting, except in cases of emergency. Educators shall have the opportunity to suggest items for the agenda.
- e. Every effort shall be made to conduct Individual Education Plan / RTI / 504 meetings during the school day. When it is necessary to hold said meetings outside of the work day educators shall be paid according to Article V - Section 5.4.

Section 9.6 Faculty Advisory Committee

- a. Nothing in this MOU shall be construed as prohibiting the principal from establishing a faculty advisory committee.
- b. This committee shall be advisory only, and no action, resolution, or vote of said committee shall be binding.

Section. 9.7 Other Professional Responsibilities

All educators shall make every effort to volunteer for up to four (4) extra-curricular and/or after school activities that occur in the day to day operation of the school. The list(s) shall be posted

by the principal in fall, winter, and/or spring. If necessary, the principal shall equitably distribute the assignments among all faculty based upon the educator's preferences and will consider excusing those with exigent circumstances. Faculty members are expected to sign up or volunteer when requested, except when they are excused after discussion with the principal. Activities that are extraordinarily time intensive may be counted as two or more activities and shall be designated as such by the principal on the listing. Principals may not require participation beyond the maximum four activities.

ARTICLE X

EDUCATOR CONDUCT AND DISCIPLINARY PROCEDURES

Section 10.1 Definitions

Educators may be disciplined under the terms of this article for insubordination, unprofessional conduct, incompetence, inefficiency, conduct unbecoming to a member of the teaching profession, and/or neglect of duty, including but not limited to tardiness or absenteeism. Allegations of incompetence or inefficiency will most frequently be governed by the "Evaluation" article of this Contract.

Disciplinary action shall be for just cause and may include the following:

1. Oral reprimand (documented but not placed in the personnel file)
2. Written reprimand
3. Suspension
4. Dismissal of an educator, which is governed by T.C.A. §49-5 Part 5.

The type of discipline administered above shall be determined based upon a consideration of the seriousness of the offense and the educator's employment record. For minor infractions, an oral reprimand will be given to an educator before a written reprimand is issued. The immediately involved supervisor determines what constitutes a minor infraction. Disciplinary action shall be conducted at the lowest supervisory level whenever reasonably possible.

Section 10.2 Notification

An investigation of the actions which may be the basis for discipline shall be conducted and shall include a conference with the educator prior to any implementation of discipline, except that the Director of Schools may suspend an educator at any time that may seem necessary, pending investigation as described in T.C.A. §49-5-511. The educator shall be given at least 24 hours notice of the said conference, and the educator shall have the right to have an Association representative present during the said conference. An educator who disagrees with the allegations presented may respond in writing within two days of that conference. In the event the second day falls on a weekend or other day in which the central office is closed, the response may be made on the next day the central office is open. After investigation and the opportunity to respond, the supervisor shall give the educator notice of what discipline, if any, will be administered.

Section 10.3 Review and Appeal

Written reprimands may be appealed under the terms of the negotiated grievance procedure. For discipline more severe than a written reprimand, the Director of Schools shall review the supervisor's

proposal and accompanying records and may uphold, modify, or set aside the proposed disciplinary articles. The educator shall have ten (10) calendar days to request in writing an appeal with the director of schools. Upon review of accompanying records and conference with the employee, The Director of Schools shall notify the educator of his/her decision. The educator shall have 30 calendar days to demand a hearing before an Impartial Hearing Officer in accordance with TCA 49-5-512, or as otherwise specified in Tennessee Code Annotated.

Section 10.4 Notice of Deficiencies

In addition to the progressive discipline described in Section 12.1 above, the Board recognizes the concept of progressive improvement. In the event an administrator determines that an educator has deficiencies in his or her work, that administrator may, outside the evaluation process, notify the educator in writing of any alleged deficiencies, indicate expected correction, propose an improvement plan specifying necessary improvements or needed actions, and indicate a reasonable period of time for correction. That time period shall in no event be less than 30 calendar days.

Section 10.5 Employee Rights

Nothing contained herein shall act to limit an educator's rights under the Grievance Procedure of this Contract. Nothing contained herein shall be construed to limit the rights and obligations of the educators and the Director of Schools under the dismissal procedures of T.C.A. §§49-5-511, 49-5-512 and related law. The provisions of this article do not apply to investigations under Board Policy 5.500, Anti-harassment.

ARTICLE XI COMPLAINTS

Section 11.1 Complaints

Any written complaint regarding an educator made to any member of the administration by a parent, student, or other person shall be investigated by the administrator and the following steps shall be taken:

- a. A copy of the written complaint shall be made by the recipient of the complaint and sent to the affected educator with five (5) days of its receipt.
- b. The educator shall acknowledge the opportunity to review such complaint by signing the filed complaint with expressed understanding that such signature in no way indicates agreement with the contents thereof.
- c. The investigation of such complaints shall begin as soon as possible, but in no event shall the investigation start later than 10 days from its receipt.
- d. The educator shall be given an opportunity to respond to the complaint and meet with the complainant and the immediate supervisor upon educator request, in order for the educator to rebut the complaint. It shall be the responsibility of the immediate supervisor to schedule such a meeting.
- e. If the person making the complaint refuses to participate in this procedure within 15 days of the educator's notification to the complainant of a request for a meeting, the complaint will be designated as unsubstantiated and any and all references to the complaint shall not be included in the educator's personnel file.
- f. The educator shall have the right to submit a written answer to such complaint to the supervisor conducting the investigation for review. The supervisor conducting the investigation may request the educator to provide a written response to the complaint. If the educator does not provide or refuses to provide a requested written response, the supervisor conducting the investigation may include such a statement with the complaint.
- g. If the educator or the complainant finds the resolution to be unsatisfactory, an appeal may be made to the Director of Schools, within 10 days after receipt of the supervisor's response. The Director of Schools will schedule a meeting with the educator and the complainant within 10 days of the written request.
- h. In the event the complaint persists after item "g", the educator or the complainant may appeal to the Board by filing a written appeal to the Board of Education within 10 days after receipt of the Director of School's response.

- i. Any substantiated complaint, as determined by the immediately involved supervisor, may be used to evaluate an educator. Unsubstantiated complaints shall not be maintained as part of an educator's file.
- j. A complaint arising from supplemented activities or potential violation of state or federal laws or Board policy shall not be investigated under the procedures and steps under this Article XIII.

ARTICLE XII VACANCIES

Section 12.1 Vacancies

- a. A current register of educator vacancies shall be readily accessible and posted online.
- b. Such notification of educator vacancies shall not prevent the Director of Schools from filling a position if desirable applicants are available.
- c. Such vacancy notice shall contain the date of issue, the available position, and the location of the vacancy.
- d. Once an administrative position covered under Article 17 has been determined to be vacant by the Director of Schools, the site specific position will be posted for a minimum of one week before said position is filled.
- e. Consideration shall be given to current educators within the School System for all vacant educator positions, provided they make written application to the Human Resources Department and they are licensed for the vacant position.

Section 12.2 Voluntary Transfers Between Schools

- a. Educators desiring a transfer from one school position to another school position may complete and file with the Human Resources Department a "Request for Transfer" form. See form, Appendix D.
- b. In an effort to assist teachers with narrow certification and/or highly qualified status that improves their employability, as well as to provide tenured educators with opportunities to seek transfers to a different school location(s), the following procedures will be utilized:
 1. Educators desiring reassignment shall complete an online transfer application. The open period for enrollment in the transfer program will begin on January 1. Employees may apply for any vacant position during the period of January 1 through May 31. A teacher may apply for a school even if no vacancies are announced at the time of the application and will be eligible for subsequent vacancies that occur for requested grade levels and/or subjects throughout the entire open period. Vacancies will be announced during the open period by the Williamson County Schools Human Resources Department for a minimum of five (5) teacher work days before the Principal receives applications, interviews applicants and makes a selection. Employees who have not applied by the end of a specific vacancy posting will not be eligible to be considered for that position unless the position is re-posted.

2. All vacancies, as soon as they are known to the principal of each school, shall be submitted to Human Resources by individual schools and shall be posted on the website upon receipt.
3. Requests submitted during the open period will be considered for all positions that are applied for by the applicant that open during the period after the employee application is submitted.
4. Teachers who submitted applications for transfers during the transfer open period may be considered for vacancies that are posted between June 1 and June 30; however, both the sending and receiving principals must agree to the transfer based on the availability of a suitable replacement for the sending school.
5. Employee requests for transfers will not be considered for vacancies posted after June 30th, except when the re-assignment is made by the Director of Schools for the benefit of the district.
6. Once a transfer is offered to and accepted by an employee, that employee will not be considered for subsequent transfers during that school year.
 - a. In no case shall the filing of a "Request for Transfer" form guarantee such a transfer when or if a vacancy arises in the school to which the educator has requested a transfer.
 - b. The educator desiring the transfer is responsible for scheduling the interview with the appropriate principal or supervisor.
 - c. If a transfer occurs after the beginning of the school year, the school system shall transport the educator's materials/equipment to the new work location. A substitute shall be provided for one day to allow the educator preparation time for the new assignment.

Section 12.3 Involuntary Transfer Between Schools

- a. Notice of a proposed involuntary transfer to another school shall be given in writing to the educator as soon as possible, but in no case later than 5 working days prior to the effective date of the transfer.
- b. In those cases where an involuntary transfer to another school is made necessary by enrollment, curriculum, or program changes, the principal shall seek a volunteer educator before selecting a transferee.
- c. An involuntary transfer to another school of an educator shall be effected only after the educator has been given an opportunity to meet and discuss the transfer with the person making the recommendation for a transfer.

- d. The educator may request, in writing, the reason(s) for the proposed transfer. After the receipt of written reason(s), the educator may request a meeting with the Director of Schools to discuss the matter. Involuntary transfers shall not be made for arbitrary or capricious reasons.
- e. All of the above must have been provided to the educator before the Director of Schools implements an involuntary transfer or reassignment.
- f. If a transfer occurs after the beginning of the school year, the school system shall transport the educator's materials/equipment to the new work location. A substitute shall be provided for one day to allow the educator preparation time for the new assignment.

Section 12.4 Reassignment Within the School

Reassignments within the school shall not be made for arbitrary or capricious reasons.

Section 12.5 Reduction in Force

- a. If the Director of Schools is contemplating reduction in force of any educator, the Director of Schools will notify the Association as soon as possible before the proposed effective dates of reduction in force. Such notice will be in writing and will include the specific position(s) to be affected, the proposed time schedule, and the reason(s) for the action.
- b. Educators may be subject to reduction in force only when their positions are eliminated as a result of an increase in the operating costs of the school system, provided that such increases cannot be offset by the addition of new revenue or offset by reductions in expenses other than personnel, a reduction in pupil enrollment, or the discontinuance of a particular type of teaching service, provided that such discontinuance is not for arbitrary or discriminatory reasons.
- c. If the position is to be eliminated, the Director of Schools shall give notification of reduction in force to the educator in that position at least 1 pay period prior to the implementation date.

Section 12.6 Recall

- a. As educator vacancies arise, an educator subjected to reduction in force will be recalled to the first available vacancy for which the educator is licensed.
- b. The recalled educator must have the recommendation of the principal for the position to be filled.

ARTICLE XIII SCHOOL CALENDAR

Section 13.1 Responsibility

It is the responsibility of the Board to establish and implement the school calendar.

Section 13.2 School Calendar Committee

- a. The proposed school calendar shall be developed by the School Calendar Committee. The committee will be composed of not more than 5 members appointed by the Association and not more than 5 members recommended by the Director of Schools and approved by the Board.
 1. The Association recommends that the Board consider not scheduling more than one parent-teacher conference after the work day in the same school week.
- b. The Board shall designate one of its appointees as chairman who shall initiate the first meeting.
- c. Prior to March of each year the School Calendar Committee shall submit a written proposed calendar for the subsequent school year to the Director of Schools.
- d. If the Board sends back a proposed calendar for revision, the Board representative shall make every effort to reconvene the school calendar committee to discuss options the Board leaves open in their requirements.

Section 13.3 School Calendar Changes

- a. In the event that the Board determines a need to change the school calendar due to the exhaustion of all available stockpiled days, the Calendar Committee will submit to the Director of Schools, within 10 days, written recommendations for making up days missed.
- b. Any calendar which would result in the loss of a pay period for employees shall be approved by the Board a minimum of 6 months in advance per pay period lost.

ARTICLE XIV
CLASS SIZE

Section 14.1 Class Size

- a. Because the class size is an important aspect of an effective educational program, the Board and the educator representatives to PECCA agree that class size should be lowered whenever possible.
- b. Every effort will be made not to exceed the maximum standards as established by the Tennessee State Board of Education Rules, Regulations, and Minimum Standards and the State Board for Vocational/Technical Education, except in large group instruction or experimental classes.

- c. The Director of Schools may request from the Commissioner of Education a waiver of the maximum standards described in subparagraph b, above, for the remainder of the school year after January 1 of each year.

**ARTICLE XV
DURATION**

Section 15.1 Three Year MOU

The provision of this revised MOU will be effective as of July 1, 2016 and except as otherwise provided herein, will continue and remain in full force until June 30, 2019 except as amended from time to time .

Approved by the Board of Education the 20 day of June, 2016.

WILLIAMSON COUNTY BOARD OF EDUCATION

By: Gary Anderson
Gary Anderson, Chair

By: Mike Looney
Mike Looney, Superintendent

Submitted per PECCA:

Jason Golden
Jason Golden, Chief BOE Representative

Larry Dickens
Larry Dickens, Chief Employee Representative

Appendix A-1
2016-2017 Teacher Salary Schedule
200 Day Contract

	BSNH	BS	BS10	BS20	MA	MA10	MA20	MA30	EDS	PHD
0	37,000	37,000	37,000	37,000	39,000	39,000	39,000	41,000	42,000	44,000
1	37,440	37,440	37,440	37,440	39,520	39,520	39,520	41,600	42,640	44,720
2	38,220	38,220	38,887	39,574	40,671	41,469	42,266	43,358	44,406	46,088
3	38,984	38,984	39,664	40,364	41,484	42,298	43,110	44,225	45,294	47,009
4	39,764	39,764	40,456	41,172	42,313	43,143	43,972	45,109	46,200	47,950
5	40,202	40,202	40,912	41,632	42,797	43,644	44,490	45,644	46,757	48,534
6	40,774	40,774	41,496	42,234	43,404	44,269	45,126	46,306	47,412	49,227
7	41,412	41,412	42,155	42,899	44,235	45,104	45,995	47,233	48,359	49,990
8	42,097	42,097	42,928	43,758	45,120	46,006	46,914	48,177	49,327	50,755
9	42,825	42,825	43,672	44,517	45,899	46,790	47,712	48,989	50,164	51,630
10	43,593	43,593	44,450	45,351	46,749	47,682	48,638	49,926	51,161	52,656
11	44,570	44,570	45,449	46,361	47,808	48,764	49,741	51,062	52,312	53,863
12	45,526	45,526	46,421	47,349	48,834	49,812	50,811	52,171	53,454	55,020
13	46,497	46,497	47,431	48,387	49,894	50,899	51,930	53,311	54,627	56,221
14	47,470	47,470	48,436	49,414	50,958	51,991	53,049	54,452	55,779	57,439
15	48,501	48,501	49,484	50,511	52,072	53,120	54,196	55,643	57,014	58,679
16	49,538	49,538	50,543	51,569	53,197	54,262	55,391	56,839	58,237	59,951
17	49,538	50,608	51,635	52,711	54,360	55,457	56,609	58,111	59,722	61,251
18	49,538	51,679	52,755	53,830	55,522	56,664	57,822	59,366	60,915	62,588
19	49,538	52,705	53,901	54,998	56,730	57,881	59,055	60,655	62,146	63,937
20	49,538	53,923	55,037	56,167	57,931	59,132	60,344	61,960	63,450	65,313
21	49,538	61,149	62,460	63,883	65,367	66,841	68,325	69,875	71,584	73,190

Gray columns for employees hired on or after July 1, 2014.

Teachers above the 21 pay lane will receive the approved percentage agreed during the budget process.

Psychologist salary schedule indexed at 1.05% on teacher salary schedule.

Full time teachers and other educator personnel obtaining the National Board Certification (NBC) will receive \$2,500 annually. It will be prorated during the school year in which the certification is received or if the teacher is not employed for the full school year and then \$2,500 for each year thereafter as long as the NBC status is maintained and the educator remains employed as a teacher in WCS. Eligible part-time educators will receive a prorated amount. Administrators and supervisory personnel are not eligible.

Speech Language Pathologists obtaining Certification of Clinical Competencies Licensure and Orientation and Mobility Specialists serving visually impaired students obtaining ACVREP certification will receive \$2,500 annually. It will be prorated during the school year in which the certification is received or if the employee is not employed for the full school year, and then \$2,500 each year thereafter as long as the CCC is maintained and the educator remains employed as a teacher in WCS. Eligible part-time educators will receive a pro-rated amount. Administrators are not eligible. CEU's earned to renew CCC licensure must be presented every three (3) years and units must have been earned in therapies/practices directly related to students ages 0-22.

APPENDIX A-2

Curriculum Specialist Salaries for 2016-17 12 Month Employment

Years Exp.	
0	79,155
1	81,785
2	81,785
3	81,785
4	81,785
5	81,785
6	83,790
7	83,790
8	83,790
9	83,790
10	83,790
11	85,794
12	85,794
13	85,794
14	85,794
15	87,799

- Experience is based on actual supervisory experience inside or outside the system.

Degree Supplement	
EDS	1500
PHD	2500

**APPENDIX B
GRIEVANCE FORM**

Williamson County Schools

No. _____

Name _____

Association Designee if included:

Phone (Home/Cell) _____

Principal _____

School _____

Contract Section(s) Allegedly Violated _____

Date of Violation _____

Person alleged to have violated, misrepresented or misapplied Contract:

Description:

Redress Sought:

Grievant(s) Signature _____ Date Signed _____

Step 2: Date Rec'd by Supervisor: _____ Supervisor's Initials _____

Date of Step 2 Meeting: _____

Supervisor's Written Response, including reasons for the decision (may attach written response):

Supervisor's Signature _____ Date _____

Disposition: Redress Denied: _____ or Granted: _____

Date Reply Rec'd: _____ Initials of Grievant(s): _____

APPENDIX B
GRIEVANCE FORM, PAGE 2

Step 3: Date Rec'd by Director of Schools: _____ Director of Schools' Initials _____

Date of Step 3 Meeting _____

Director of Schools' Written Response, including reasons for the decision (may attach written response):

Director of Schools' Signature _____ Date: _____

Disposition: Redress Denied ___ Granted ___ Date Reply Rec'd _____ Initials of Grievant(s) ___

Step 4: Non-Binding Arbitration

Date Rec'd by Director of Schools: _____ Director of Schools' Initials _____

Attached are copies of the American Arbitration Association correspondence regarding this grievance.

Step 4 Alternate: Board Hearing: Date Rec'd: _____ Initials ___ Date of Bd Meeting _____
The portion of Board minutes applicable to the Board hearing is attached to this form.

Signature/School Board Chairman _____ Date _____

Signature/Director of Schools _____ Date _____

Disposition: Redress Denied ___ Granted ___ Date Reply Rec'd _____ Initials of Grievant(s) _____

If additional space is required, please use a second sheet, identifying the extension of items above by using the step number.