

**MEMORANDUM OF
UNDERSTANDING**

2017-2020

**CAMPBELL COUNTY BOARD
OF EDUCATION**

AND

**THE EDUCATION
PROFESSIONALS OF
CAMPBELL COUNTY**

This MOU is effective June 30, 2017 – June 29, 2020

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BOARD AND TEACHER RELATIONS

The Campbell County Board of Education agrees to:

- 1. Post all current and updated board policies to the Campbell County Schools website. ***
- 2. Advertise all vacant teaching and administrative positions on the Campbell County Schools website at least 5 working days before interviews and hiring. ***
- 3. Post the agenda for board meetings, including attachments and most recently approved minutes, on the Campbell County Schools website no later than the day prior to the meeting. ***
- 4. Include teachers from each grade level (elementary, middle, secondary) on the calendar committee to include representatives from employee organizations represented in collaborative conferencing. ***
- 5. Provide full support for any assault upon a teacher in the discharge of their duties. (5.307)**
- 6. Permit professional teacher associations to post notices on appropriate bulletin boards and use teacher mailboxes for informational purposes. ***
- 7. Permit professional teacher associations reasonable use of school buildings and facilities at no cost. (3.206)**

PAYROLL DEDUCTIONS

Provide payroll deductions at no cost for membership dues for each professional teacher association. (2.802) (2.803)

FRINGE BENEFITS

Teachers + 1 shall be admitted to all regular season sporting events free of charge with school system issued ID. *

*** PROCEDURE**

LEAVES OF ABSENCE

RULES GOVERNING

- 1. Any seniority rights for teachers shall continue to accrue during all approved paid leave. (5.304)**
- 2. All approved leave shall be recognized as continuous employment. (5.304)**
- 3. Any teacher on approved leave shall be eligible for all benefits including, but not limited to, retirement and retention of individual contract status. (5.304)**
- 4. All teachers on approved paid health leave shall continue to receive health insurance benefits at Board's expense and all other group fringe benefits provided by the Board. (5.304)**
- 5. In the event of unpaid leave, each teacher shall be permitted to make his/her own and the Board's contribution toward all group fringe benefits requiring such a contribution. (5.304)**
- 6. Upon return from any approved leave, all teachers shall have the right to be placed in a similar position held upon applying for such leave. (5.305)**

PAID LEAVES

A. SICK LEAVE

ACCRUAL

- 1. Each teacher shall be credited with ten (10) days of sick leave on the first day of employment each school year and one (1) additional day per extra month worked. (5.302)**
- 2. Sick leave shall accumulate from year to year without limit. (5.302)**
- 3. If a teacher misses twenty (20) consecutive working days for which there is no sick leave available, he/she will be placed on an automatic leave of absence without pay. ***

* *PROCEDURE*

- 4. To remain on an automatic leave of absence for the balance of the contractual year, teachers must have a doctor's statement indicating they are not able to work. The Board may request a second opinion by a Board designated doctor at the Board's expense. If the second opinion doesn't agree, a third doctor shall be agreed upon by all parties. The cost of the third opinion will be paid by the Board. ***

USAGE

- 1. Sick leave can be used for personal illness or pregnancy of the teacher's family member or a person residing at the same household as the teacher up to the number of accumulated days. ^(5.302)**
- 2. Upon retirement of a teacher, accumulated sick leave days will be "bought" by the system at a rate of one hundred fifty dollars (\$150) per day and can be counted toward retirement. ***

SICK LEAVE BANK *

The sick leave bank shall be administered by the Board according to the following provisions and the sick leave bank guidelines which may be amended as necessary.

- 1. Any professional/certified employee wishing to participate in sick leave bank may enroll by contributing two days. Members must contribute two (2) sick days per year for the first three (3) years. When a member has belonged to the sick leave bank for three years, his/her contribution shall be reduced to one day per year.**
- 2. The days contributed will be deducted automatically each year. Donations of sick leave to the bank are nonrefundable and nontransferable. (Tennessee Code Annotated 49-5-807 b)**
- 3. By written notification to the Campbell County Board of Education Central Office, a professional/certified employee may withdraw from sick leave bank participation on or before June 30th. Membership withdrawal results in forfeiture of all days contributed. (Tennessee Code Annotated 49-5-806 d)**
- 4. Sick leave bank is intended solely for use in situations of catastrophic illness, where personal sick and personal leave of the bank member has been exhausted. It may only be utilized for bank members' personal catastrophic illness/injury.**

* *PROCEDURE*

- 5. In order to insure proper administration of the sick leave bank, members will make application for relief. Applications will be reviewed by the Sick Leave Bank Committee. The committee shall consist of professional/certified employee sick leave bank members appointed by the Chairman of the Campbell County School Board and the Director of Schools, and approved by the Chairman and the Director of Schools. Nothing shall compel this committee to approve any application for relief. The decision of the committee is final.**
- 6. Applications will require a medical statement testifying to the illness and projected date for return to work. For the illness, the statement will provide the medical diagnosis and an estimate of time until recovery.**
- 7. The maximum number of days to be granted for each application will be ten (10) days. If a member requires more than ten days, another application may be submitted for review by the Sick Leave Bank Committee. There is a cap of thirty (30) days per year or per illness.**
- 8. Any professional/certified employee who wishes to join the sick leave bank must do so within four (4) weeks of the beginning of the school year or within four (4) weeks from the date they were hired, whichever is later.**
- 9. No professional/certified employee already on leave or otherwise unable to discharge his/her duties due to a health crisis of himself/herself will be eligible to initiate membership in the sick leave bank during the same school year.**
- 10. Applications will be available at the Central Office and must be returned to Central Office upon completion by the employee and the appropriate doctor.**

Campbell County Teachers' Sick Leave Bank Guidelines

“Sick Leave Bank is intended solely for use in situations of catastrophic illness.”

Who is Eligible to Join

All full-time professional/certified employees earning sick leave days who are employed by the Campbell County Board of Education are eligible for membership.

No professional/certified employee already on leave or otherwise unable to discharge their duties due to a personal health crisis will be eligible to initiate membership in the Sick Leave Bank during the same school year.

*** PROCEDURE**

How to Initiate and Maintain Membership

Professional/certified employees wishing to join must complete the membership application form and submit it to the Campbell County Board of Education central office. Any professional/certified employee who wishes to join the sick leave bank must do so within four (4) weeks of the beginning of the school year or within four (4) weeks from the date they were hired, whichever is later. Membership applications are available from the Campbell County Board of Education Central Office.

Members must contribute two (2) sick days per year for the first three (3) years then one (1) sick day per year thereafter. Membership continues from year to year. These days will be subtracted from the member's local leave record and become the property of the Campbell County Teachers' Sick Leave Bank.

Qualifying for Sick Leave Days

Sick leave bank is intended solely for use in situations of catastrophic illness, where personal sick and personal leave of the bank member has been exhausted. It may only be utilized for bank members' personal catastrophic illness/injury.

A member may request days from the Sick Leave Bank only after s/he has exhausted all accumulated sick and personal leave days. There is a maximum request of 10 days per application. Members may file further applications if necessary. There is a cap of 30 days per year or per illness.

What Qualifies as Catastrophic

The qualifying illnesses that require hospitalization and/or major surgery that are considered catastrophic are cancer, cancer treatments, heart attack, stroke, organ transplant, major surgery, and tumors (requiring surgery).

The qualifying traumatic injuries that are considered catastrophic are injury from accidents and broken bones requiring surgery and hospitalization.

What Is Not Covered

Illnesses or conditions that do not qualify as catastrophic include (but are not limited to): Routine or Elective Surgery, Routine or Follow-up Doctor Visits, Treatments that are not related to catastrophic illness or injury, Outpatient Testing or Therapy, Normal Pregnancy and Post-Natal Care, Nervous Conditions or Stress Related Illnesses, Part-Time or Modified Duty, or Work Related Illnesses or Injuries.

B. PERSONAL LEAVE (5.303)

All teachers shall be given up to two (2) days leave each school year for personal reasons. Such leave shall not be charged against accumulated sick leave.

C. PROFESSIONAL LEAVE (5.303)

1. Professional leave with full pay requires proper documentation and shall not be charged against accumulated earned leave.
2. Such leave shall be granted for any teacher to attend school related functions, when funds are available, upon approval of the Board. Budgetary space will be provided for this item.
3. Teachers on such leave shall receive full pay and benefits.

D. JURY DUTY LEAVE (5.301)

1. Any teacher absent from duty because he/she has been selected for jury duty, court duty, subpoenaed, or otherwise required to appear as a witness in a court of law shall be paid full salary by the Board in accordance with Tennessee Law.
2. Such time away for said duty shall not be deducted from accumulated leave.

E. BEREAVEMENT LEAVE *

1. Teachers shall be granted bereavement leave following the death of a family member.
2. Family members shall include spouse, child, parent, grandparent, brother or sister, aunt or uncle, any in-laws of the same degree, and situations where a parent-child relationship has been established in a family.
3. Teachers shall be allowed three (3) bereavement days. With approval of the director, an additional two (2) days may be granted for out of state travel.
4. Teachers will be allowed five (5) bereavement days for the death of a spouse, child, parent, or in other extraordinary circumstances as determined by the director of schools.

* *PROCEDURE*

F. MILITARY LEAVE (5.306)

- 1.** In order to be qualified for a Military Leave of Absence, an employee must be employed on a permanent basis with the Campbell County Board of Education prior to the granting of the Military Leave of Absence, and must immediately notify his/her supervisor and the Board of Education.
- 2.** An employee who is a member of any component of the Armed Forces of The United States shall, when ordered by the proper authority to active duty or service, be entitled to a paid leave of absence during the first thirty (30) school days, immediately notifying his/her supervisor and the Board of Education.
- 3.** An employee, upon request, will be granted a leave of absence without pay for a period of Military Leave that exceeds thirty (30) school days.

UNPAID LEAVES

A. FMLA LEAVE (5.305)

- 1.** A leave of absence without pay for a period of up to four (4) months shall be granted for child rearing, pregnancy, or adoption.
- 2.** Requests for such leaves shall be made to the Superintendent in writing prior to the commencement of the leave.

B. LEAVE FOR ELECTED OFFICE (5.309)

- 1.** Upon request, the Board shall grant a teacher such leave of absence, without pay, for a period of up to one (1) year for the following: Election or appointment to an office in a Federal or State government.
- 2.** The teacher shall notify the Board, in writing, of his/her intention of accepting such office or assignment and shall keep the Board informed of his/her status at annual intervals thereafter.
- 3.** Upon request, this leave may be renewed for an additional one (1) year.

C. HEALTH LEAVE (5.304)

Upon request, a teacher shall be granted a leave of absence for up to one (1) year without pay for reasons of health, and shall keep the Board informed of status.

TEACHER PROTECTIONS

- A.** School authorities shall provide for correction of student behavior. The Board shall insure support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. ^(6.313)
- B.** The teacher shall have the right to impose classroom discipline where necessary and may use reasonable force to protect himself/herself from attack or to prevent injury to a student where intervention is a prudent course of action. ^(6.313)
- C.** A teacher shall have the right to temporarily exclude a student from class when misbehavior or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. The teacher shall furnish the principal or designated representative as promptly as teaching obligations will allow, a written statement, signed, on the problem or incident. ^(6.313)
- D.** A student that has been excluded from class shall only be returned to that particular class when appropriate disciplinary action has been taken. ^(6.313)
- E.** In the case of any assault upon a teacher, the Board shall assist in every way possible in the handling of said incident by law enforcement and judicial authorities. ^(6.313)
- F.** Teachers' planning time will be unencumbered except in occasional and or special circumstances. *
- G.** Any teacher who resigns from his/her position during the term of his/her individual contract shall be released from employment by the board without prejudice, provided such request is made at least ten (10) working days prior to the date of resignation. ^(5.201)

* *PROCEDURE*

INVOLUNTARY TRANSFERS (5.115)

- 1.** Written notice shall be provided to the teacher no later than 5 working days prior to the effective date for an involuntary transfer.
- 2.** Principal/Supervisor shall make every effort to find a qualified volunteer before requiring a teacher to involuntarily transfer.
- 3.** The teacher involuntarily transferred shall have the opportunity to meet with the Director of Schools, the appropriate Supervisor, and the Principal to discuss the transfer.
- 4.** Any time an involuntary transfer occurs, the teacher has the option to have their personal materials/equipment transported and receive 1 (one) full school day for transition/preparation.
- 5.** Absent just cause, the teacher may be considered to be transferred, upon the recommendation of the principal, back to their original position at the end of the school year.

WORKING CONDITIONS

- 1.** Except in emergencies, there will be no more than one (1) meeting per month before or after school affecting a group of teachers, and each meeting will last no longer than 60 minutes. *
- 2.** Every effort will be made to equalize teacher/student ratios within grade levels and subject areas. *
- 3. a.** The minimum length of the school day for students shall be 6 ½ hours. *
The school system will decide each year as the school calendar is compiled whether to extend the school day by an additional 30 minutes to stockpile time for dangerous or extreme weather conditions. The calendar committee will also determine if any portion of the 13 extra days earned this way would be used for meetings and/or training as outlined in T.C.A. 49-6-3004 (e)(1). (1.801)
- b.** The length of the school day for teachers will be 7 hours and 30 minutes with exceptions for emergencies, for faculty meetings, and for scheduled in-service. (1.801, 5.602, 5.603)

GRIEVANCE PROCEDURE (5.501)

All grievances will be resolved in a prompt, orderly manner in accordance with all applicable laws, statutes and the provisions of this agreement.

DEFINITION

A grievance is a complaint by a teacher or a group of teachers that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.

PROCEDURES

A. Teachers may be represented by a person of his/her own choosing during the grievance process. Each step of the grievance procedure will either be resolved within ten (10) working days or will advance to the next step.

STEP 1. The teacher shall first discuss the problem with his/her immediate administrative supervisor, which is the principal in most cases.

STEP 2. The appropriate Central Office Supervisor shall be consulted.

STEP 3. The teacher may appeal to the Director of Schools who will give a written decision within 10 days.

STEP 4. If the Director's decision is not satisfactory, the teacher may, with the consent of the Board, submit the grievance in writing to mediation. The mediator shall be selected from a mutually agreed upon panel of professionally certified mediators.

STEP 5. The teacher may appeal to the Board from the Superintendent's written decision and/or from the mediation process at any time.

B. All time limits may be extended by agreement in writing between the parties.

C. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay or accumulated leave.

D. No reprisals of any kind shall be taken against any participant in the grievance procedure.

E. Official grievance shall not be placed in the personnel files of the teacher.

Campbell County MOU Grievance Process and Log

Teacher: _____ School: _____
Grievance filed against: _____ Date: _____
Description of problem: _____

A. **Teachers may be represented by a person of his/her own choosing during the grievance process. Each step of the grievance procedure will either be resolved within ten (10) working days or will advance to the next step. Official log must accompany grievance at each step of the grievance process.**

- **STEP 1. The teacher shall first discuss the problem with his/her immediate administrative supervisor, which is the principal in most cases.**

Date of Contact:

Result:

- **STEP 2. The appropriate Central Office Supervisor shall be consulted.**

Date of Contact:

Result:

- **STEP 3. The teacher may appeal to the Director of Schools who will give a written decision within 10 days.**

Date of Contact:

Result:

- **STEP 4. If the Director's decision is not satisfactory, the teacher may, with the consent of the Board, submit the grievance in writing to mediation. The mediator shall be selected from a mutually agreed upon panel of professionally certified mediators.**

Date of Contact:

Result:

- **STEP 5. The teacher may appeal to the Board from the Director's written decision and/or from the mediation process at any time.**

Date of Appeal:

Result:

B. **All time limits may be extended by agreement in writing between the parties.**

C. **When hearings are held during school hours, persons proper to be present shall be excused without loss of pay or accumulated leave.**

D. **No reprisals of any kind shall be taken against any participant in the grievance procedure.**

E. **Official grievance shall not be placed in the personnel files of the teacher.**

INSURANCE (3.600)

A. The Board will continue to fund full family health coverage for each Campbell County Board of Education professional employee at no less than eighty-two percent (82%) of the total premium cost. The Board shall provide twenty-five thousand dollars (\$25,000) in life insurance for each unit member at no cost to the member.

B. The Campbell County Board of Education agrees to continue to pay a portion of certified employee retiree health insurance premiums for any coverage type family, individual, or other in an amount equal to seventy-five percent (75%) of the cost of an individual policy premium not to exceed 100% of the actual premium inclusive of any state contributions toward the retiree's health insurance premium in accord with the following criteria:

- 1.** The certified employee retiree must have at least five (5) consecutive years of experience with the Campbell County Board of Education immediately prior to retiring.
- 2.** The certified employee retiree must have EITHER:
Thirty (30) years' experience with the State of Tennessee OR twenty (20) years' experience with the State of Tennessee AND be at least sixty (60) years of age.
- 3.** The certified employee retiree must have been an eligible participating member in the health plan for at least three (3) consecutive years immediately prior to retiring.
- 4.** This benefit will be provided to each qualifying retiree for either a period of time not to exceed five (5) years, OR until the onset of Medicare eligibility by age, WHICHEVER COMES FIRST.

C. To be eligible to receive this retirement benefit, the certified employee retiree should file appropriate retirement paperwork with the Finance Office by April 1st except in the case of a qualifying event.

D. With the exceptions and conditions outlined herein, all other qualifying eligibility criteria and/or plan changes (individual vs. family) requested by the retiree and approved by the state insurance commission are jointly approved by this agreement. Contingent upon approval of these eligibility/plan changes by the State of Tennessee, the Campbell County Board of Education will continue its contribution in accordance with this agreement.