

Memorandum of Understanding
Between
Weakley County Educators
and
Weakley County Board of Education
2013

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Article 1: Preamble

This Memorandum is made and entered into on May 22, 2013, by and between the Board of Education of Weakley County, Tennessee, and the Weakley County Educators, represented by Weakley County Education Association per district vote.

Whereas, the Educators and the Board recognize and declare that providing a quality education for children of Weakley County is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching staff; and,

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and,

Whereas, the Board has the obligation and authority pursuant to Tennessee Code Annotated 49-5-601 through 49-5-613 to undertake negotiations of terms and conditions of employment or working conditions of employees in good faith with the Educators represented by a committee of the professional employees of this district as set forth by law; and,

Whereas, the parties have reached certain agreements, which they desire to confirm in this Memorandum, it is hereby agreed as follows:

Article 2: Management Rights

The Educators recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school system to the extent authorized by law. The authority of the Board is unrestricted except to the extent of the provisions of the final funded Memorandum of Understanding.

Article 3: Weakley County Education Association (WCEA) Rights

- A. Use of Facilities – The Association shall have the right to make use of school buildings and facilities at all reasonable hours for meetings. The Association shall be responsible for leaving the area in proper order. The Association shall provide its own materials or pay for the reasonable cost of all materials and supplies as used. Any facility use shall be coordinated with the school's administrator.
- B. Communication – The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in the areas designated for employee use, such as professional employees' lounges and workrooms, but not in areas open to the public or students. The Association may use the school system's regular interschool mail delivery system, employee mailboxes, and school email for communications to employees or members of the Association

- C. Access to Professional Employees – Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. All Association meetings must be conducted before and after school hours.
- D. Board meetings – The Board shall place on the agenda of each regular Board meeting as an item of consideration under “New Business” any matters brought to its consideration by the Association; provided that such matters are made known to the Director’s office 72 hours prior to said meeting.

Article 4: Grievance Process

[Currently being updated to reflect Board Policy. See Board Policy in the interim.]

Article 5: Payroll

- A. Professional employees will have their annual salary paid in twelve monthly installments. They will receive their monthly payroll by electronic transfer of funds to the employee’s personal account. Electronic transfer of funds will occur on the 15th of each month. Should the regular payroll date fall on **Saturday or Sunday**, the electronic transfer will be carried out on the last working day before the 15th.
- B. The principal, assistant principal, **or designee** will personally deliver the verification of electronic funds transfer to each professional employee each month that school is in session.

Article 6: Payroll Deductions

- A. Authorization – Any professional employee who wishes to have an automatic payroll deduction withheld from his/her paycheck must submit written authorization to the Weakley County Department of Finance ten (10) days prior to any specified payroll date. Specified deductions may only be changed during the enrollment period with written consent from the employee.
- B. Regular Deductions – Pursuant to the deduction authorization, the Department of Finance shall deduct one-twelfth (1/12) of the total deduction from the regular monthly salary of the professional employee during each deductions-specified contract date.
- C. Termination of Professional Employee – Any professional employee who authorizes payroll deductions and subsequently terminates prior to the final deduction shall have the remaining balance deducted from his/her final compensation. Any employee whose final compensation is not enough to cover the deduction will be held responsible for the outstanding amount.
- D. Deductions Offered to Professional Employees

- i. USABLE Life – offers a wide variety of products including disability, intensive care, cardiac, accident, and life insurance. The plan year begins October 1 each year; the enrollment period is during the month of September with the first deduction beginning in October. All products must be continued for one year unless a change in family status occurs.
- ii. Select Data Division of USABLE – offers dependent care and un-reimbursed medical. These products are tax sheltered and funds deposited are lost if not spent during the plan year. The plan year begins in October. All products must be continued for one year unless a change in family status occurs.
- iii. Weakley County Education Association (WCEA) – professional organization. Annual enrollment is during the months of August – December. The plan year begins in September; therefore, deductions will continue through August. Once joining, the employee is responsible for paying the balance he/she authorized.
- iv. Tennessee Education Association (TEA) – professional organization. Annual enrollment is during the months of August – December. The plan year begins in September; therefore, deductions will continue through August. Once joining, the employee is responsible for paying the balance he/she authorized.
- v. National Education Association (NEA) – professional organization. Annual enrollment is during the months of August – December. The plan year begins in September; therefore, deductions will continue through August. Once joining, the employee is responsible for paying the balance he/she authorized.
- vi. Tennessee Political Action Committee (TPAC) – professional organization. Annual enrollment is during the months of August – December.
- vii. Weakley County Government Employees Credit Union – savings plan. Employees authorize the Weakley County Department of Finance to withhold a specified amount from his/her paycheck. Changes will only be made with written consent by the employee.
- viii. Blue Cross Blue Shield – health insurance and dental insurance. There is no open enrollment period; however, changes may be made if there is a change in family status or through the late applicant process. The plan year begins January 1. New employees will receive health insurance packets prior to September 1.
- ix. Cigna/Assurant – health insurance and dental insurance. There is no open enrollment period; however, changes may be made if there is a change in family status or through the late applicant process. The plan year begins January 1. New employees will receive health insurance packets prior to September 1.
- x. AFLAC – offers a variety of insurance. Annual enrollment is in the months of September and October. The plan year begins in October. All products must be continued for one year unless a change in family status occurs.
- xi. Horace Mann Disability/Cancer – offers disability income protection and cancer insurance. Changes may be made at any time by contacting the Horace Mann representative.
- xii. Horace Mann Basic Life. – offers group life insurance coverage. Changes may be made at any time by contacting the Horace Mann representative.
- xiii. Horace Mann Term Life – offers term life insurance coverage. Changes may be made at any time by contacting the Horace Mann representative.
- xiv. Horace Mann Annuity – offers tax sheltered annuities and Roth IRAs. Changes may be made at any time by contacting the Horace Mann representative.
- xv. National Teachers Association (NTA) – offers life insurance. Annual enrollment is in the months of September and October. Deletions may be made at any time with written consent to the Weakley County Department of Finance. Additions may be made by contacting the representative.
- xvi. United Way – is a donation. Annual enrollment is in the months of November and December.
- xvii. Pepsco/Nationwide Retirement – offers tax sheltered annuities. Annual enrollment is in the months of September and October. Deletions may be made at any time with written consent to the Weakley County Department of Finance. Additions may be made by contacting the representative.
- xviii. Ameritas – offers tax sheltered annuities. Annual enrollment is in the months of September and October. Deletions may be made at any time with written consent to the Weakley County Department of Finance. Additions may be made by contacting the representative.
- xix. Prudential – offers tax sheltered annuities. Annual enrollment is in the months of September and October. Deletions may be made at any time with written consent to the Weakley County Department of Finance. Additions may be made by contacting the representative.
- xx. Others as approved by Weakley County Department of Finance.

E. Insurance/Benefits Review – Weakley County will review all supplementary payroll deductions yearly. Should a supplementary insurance carrier fall below a 10% participation level, the supplementary insurance carrier will no longer be payroll deducted.

Article 7: School Calendar

- A. Teacher input on the School Calendar will be elicited through a School Calendar Committee composed of the Director of Schools, designated Board members, and representatives of WCEA. The Association president shall contact the Director of Schools by January 15 to schedule Calendar Committee. A draft of the calendar will be finalized by February 15.
- B. A portion of the thirteen (13) days accumulated because of the thirty (30) minutes in the instructional day over the state minimum will be applied toward meeting instructional time requirements missed due to dangerous or extreme weather conditions [TCA 49-6-3004 (e) (1)]. The following plan will be observed:
 - a. Two professional (staff) development days will be scheduled during the school year.
 - b. In the event four (4) or fewer days of school are missed due to inclement weather or extenuating circumstances, none of the days missed will be made up.
 - c. In the event five (5) or more days of school are missed due to inclement weather or extenuating circumstances, all days, beginning with the fifth day, may be made up as suggested by the Calendar Committee and approved by the Board.
 - d. In the event that continued severe weather or extenuating circumstances causes the State to allow schools to disregard missed days due to inclement weather or extenuating circumstances, the Board will determine how many days (not including the first four) will be made up.

Article 8: Hours of Employment

- A. Workday – The workday for teachers shall consist of seven and one-half (7 ½) hours.
- B. Planning Time – The Board recognizes the positive benefits of instructional planning. All principals, therefore, will provide at least two and one-half (2 ½) hours of instructional planning time per week for all professional employees.

Article 9: Vacancies, Transfers, and Reassignments

- A. Vacancies and Voluntary Transfers
 - a. During the school year, notices of vacancies or newly created promotional positions shall be posted on the official bulletin board in each school, sent by email to all certified personnel announcing the opening, and sent to the Association as soon as the Director is aware of the existence of such vacancies.
 - b. Such notices shall contain the date of posting, qualifications for the position, name of the person to whom the application is to be returned, and date by which the application is to be returned.

- c. Employees who desire a change in grade and/or assignment or who desire to transfer to another building may file a written statement of such desire with the Director no later than March 15 of any academic year. The statement shall include the grade or subject and the school to which the professional employee wishes to transfer.
 - d. The Director will confirm the receipt of each transfer request with a follow-up letter to the professional employee requesting transfer.
 - e. Principals shall be provided with a list of all professional employees who have indicated in writing a desire to transfer to their respective schools for a period of three (3) years. Consideration shall be given to those persons within the system who wish to transfer to their school. Listed applicants shall be provided with written notification by the applicable principal that they are being considered.
 - f. In the event a vacancy occurs during the months of June or July, the Association president shall be notified, and information concerning the position(s) shall be available in the Central Office.
- B. Involuntary Transfers
- a. Notice of an involuntary transfer or reassignment outside of his/her assigned school shall be given to an employee as soon as practical.
 - b. Involuntary transfers may be processed when specific certifications are needed to fill positions that lack suitable applicants or when such transfers are necessary for the efficient operation of the school system.

Article 10: Conditions of the Workplace

- A. Professional employees shall be required to sign in at the beginning of the work day and sign out if leaving before the end of the designated work day.
- B. Staff Development – Supervisors shall conduct a written survey of all teachers to find areas of interest, areas to strengthen, and suggestions for staff development.
- C. Committee for School Improvement – Teachers will form a committee in each school for the purpose of soliciting teacher input in regard to working conditions and meet with the school principal at least three (3) times per year to discuss teacher working conditions. This teacher advisory committee will be elected on a yearly basis by the teachers in each school
- D. Building Maintenance
 - a. Physical building needs and concerns will be reported to the appropriate school personnel.
 - b. Maintenance personnel will provide the school with signed documentation upon completion of the required maintenance.

- E. Supervision – A full-time administrator will be present in each building at all times, whether it be the official administrator or a designee.

Article 11: Field Trips

- A. Field trip policy will follow current Board policy.
- B. The professional employee will not be charged a day of leave when chaperoning a pre-approved field trip.

Article 12: Fair Dismissal/Reassignment

- A. Non-tenured Professional Employee Dismissal – If a non-tenured professional employee is dismissed, then TCA will be followed.
- B. Tenured Professional Employee Dismissal
 - a. A professional employee may request in writing a meeting with the Director and his/her respective principal and supervisor.
 - b. A professional employee shall have the right to appeal the decision(s) reached at this meeting to the Board. The final decision shall be the responsibility of the Board.

Article 13: Layoff and Recall

When it becomes necessary to reduce the number of teaching positions in the system because of a decrease in enrollment or for other good reasons, the Board shall be empowered to dismiss such professional employees as may be necessary. The Board shall give the professional employee written notice of dismissal explaining fully the circumstances or conditions making his/her dismissal necessary. A tenured professional employee who has been dismissed because of abolition of position shall be placed on a preferred list for re-employment in the first vacancy he/she is qualified by training and experience to fill, provided, however, nothing in this section shall be construed to deprive the Board of the power to determine the fitness of such professional employee for re-employment in such vacancy on the basis of the Board's evaluation of such professional employee's competence, compatibility, and suitability to properly discharge the duties required in such vacancy considered in the light of the best interest of the students in the school where the vacancy exists.

Article 14: Leaves

- A. Sabbatical Leave
 - a. Any professional employee may be granted leave for educational improvements or other sufficient reason without forfeiture of accumulated leave credits, tenure status, or other fringe benefits. All leaves shall be requested in writing at least

thirty (30) days in advance on forms adopted by the Board and uniformly used throughout the school system. The thirty (30) day notice may be reduced by the Board. The professional employee's application for leave forms shall require, but are not limited to: 1) a description of the type of leave requested, 2) the requested dates for beginning and ending the leave, and 3) a statement of intent to return to the position from which leave is granted.

- b. Each request for leave must be acted upon by the Board at the next regular Board meeting with such action to become part of the official minutes. Each applicant shall be notified in writing of the action of the Board, and the beginning and ending dates of the leave which is granted. All leaves shall be from a date certain to a date certain; however, any leave may be extended to a later specific date upon written request and the conditions under which a leave may be extended are the same as those used when originally requesting and granting the leave.
 - c. Positions vacated for twelve (12) months or less by professional employees on leave shall be filled with an interim professional employee for such time as the professional employee is on leave. Upon return of said professional employee within the twelve (12) months, the interim professional employee shall relinquish the position and the professional employee shall return thereto. If the leave exceeds twelve (12) months, the professional employee shall be placed in the same or a comparable position upon return from leave.
 - d. Part-time leaves may be granted upon written request with the conditions prevailing as recorded in the minutes of the Board.
 - e. Any professional employee on leave shall, at least thirty (30) days prior to the date of return, notify the Director in writing if said professional employee does not intend to return to the position from which he/she is on leave. Failure to render such notice may be considered a breach of contract.
- B. Bereavement Leave – In the event of the death of the spouse, children, parents, grandparents, grandchildren, siblings, in-laws, or other close relations of a professional employee, the Board shall pay a maximum of three (3) days bereavement leave. These additional days of paid bereavement leave shall be granted only if the professional employee has exhausted his/her accumulated sick leave and if the maximum number of sick leave days allowed to be advanced to the professional employee has also been exhausted.
- C. Association Leave – Up to seven (7) days without pay shall be available for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated professional education organizations.

No representative may use more than three (3) days except the president of the Association who may use up to seven (7) days.

Article 15: Personal Benefits

- A. Group Health Insurance – The present local funding percentage for insurance may increase and shall be equal to or greater than that paid for other county employees. As of 2010, the state is funding 75% of a single plan. The county will fund 5% above the state’s portion and 50% of the difference between a single and family plan. The county will continue to pay 5% above the state funding for a single plan and shall not decrease below 70% the cost of a single plan and 45% of the difference between a single and a family plan.
- B. Sick Leave Posting – The current number of sick leave days will be posted on the individual professional employee’s payroll stub each month.
- C. Supplementary Retirement – The Board agrees to match qualified/approved supplementary retirement plans up to a maximum of \$10.00 per month for participating teachers. In the event that the County increases that maximum, the Board will concur with the County.

Article 16: Salary

- A. Local Supplement – See Appendix A for the salary schedule. The Director and Board will work in good faith to make possible a 1.5% increase in salary each year and will include teacher representatives in the process of developing differentiated pay plans.
 - a. Annual Staff/Yearbook Supplement – Each annual staff or yearbook sponsor shall be eligible to receive a \$250 supplement per year or one class period during the school day to conduct a class or complete work relevant to an annual or yearbook.
 - b. Club Sponsor Supplements
 - i. Flat rates are not subject to local raises. Each figure represents a total for that activity. In order for a club sponsor to receive a supplement, the sponsor must submit a yearly plan for the club by September 1. Each principal will then supply the Director with one list of clubs applying for supplemental pay within five (5) workdays. The Director will notify of approval of supplement payment within ten (10) workdays. Sponsors shall be eligible for supplemental pay if they carry out the projects as assigned/agreed upon by the principal.
 - 1. The principal of each school shall appoint one sponsor per club.
 - 2. If the club requires additional sponsors, each sponsor shall be considered to be co-sponsors.

3. Eligibility – Sponsors/co-sponsors of clubs shall be eligible for supplemental pay if they meet the following requirements:
 - a. The club shall maintain a minimum of twenty (20) student-members per sponsor.
 - b. The organization of the club requires a minimum of twenty (20) non-school hours per sponsor that is compensated.
 - c. The organization is related to one or more areas of academics.
 - d. The organization attends and competes in a state, regional, or national convention or competes at one or more regional, district, state, national, or international competition(s), or plans to engage in four (4) or more service projects.
- ii. Compensation – The sponsor shall be compensated at the rate of \$250 per year. In the case that there are co-sponsors, each sponsor shall be compensated given that there are twenty (20) students per sponsor. The club must maintain a minimum of forty (40) members to have two co-sponsors. The club must maintain a minimum of sixty (60) members to have three co-sponsors. No more than three co-sponsors shall be compensated per club.
- iii. Eligible Clubs
 1. Beta Club
 2. Science Club
 3. Math Club
 4. History Club
 5. Language Arts Club
 6. FCCLA
 7. FBLA
 8. DECA
 9. HOSA
 10. SkillsUSA
 11. FFA
 12. National Honor Society
 13. French/Spanish Club
 14. Drama Club
 15. Chorus/Choir
 16. Art Club
 17. FTA

- 18. Jobs for Tennessee Graduates
- 19. Others may be approved by the Director.

Article 17: Race to the Top/Tennessee First to the Top

- A. The Director and Board will permit the Association to be included in meetings and discussions throughout the process of developing and implementing plans related to Race to the Top (RttT).
- B. The parties agree to reopen MOU items that could be affected by RttT.

Article 21: Maintenance of Benefits

Except as this MOU shall hereinafter otherwise provide, all terms, conditions of employment, and benefits in effect at the time this agreement is signed shall continue to be so applicable during the term of the agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any professional employee benefit existing prior to its effective date.

Article 22: Duration

The provisions of this MOU will be effective May 22, 2013, except as otherwise provided herein, and will remain in full force and effect for thirty-six months (May 22, 2016). Should bargaining of a successor agreement not be completed by the expiration date, the MOU shall be renewed for an additional period not to exceed twelve (12) months while the Association and the Board work to negotiate and ratify a successor MOU. Salaries, wages and any additional fringe benefits shall be the subject of annual negotiation, if requested by either party.

In witness whereof, the Association has caused this agreement to be signed by its president and Association Negotiator and the employer has caused this agreement to be signed by its Board chairperson and Board Negotiator on this _____ day of _____, 20_____.

Betsi Foster, President

Dr. Gordon Morris, Chair

Weakley County Education Association

Weakley County Board of Education