

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CLAIBORNE COUNTY
BOARD OF EDUCATION AND THE
CLAIBORNE COUNTY EDUCATION
ASSOCIATION**

2016-2019

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Article 1: Preamble

This agreement is made and entered into on this day *13* of *Oct* 2016 by and between the Board of Education of Claiborne County, hereinafter the "Board", and the Claiborne County Education Association, hereinafter the "Association".

Article 2: Recognition

A. Board of Association

The Board recognizes the Association as the current representative for the purpose of Collaborative Conferencing and grievances except those designated by the Board as management personnel.

B. Association of Board

The Association recognizes that the Board has the responsibility and the authority to manage and direct, on behalf of the public, all the operations and activities of the school system to the fullest extent authorized by law and in accordance with this agreement.

C. Individual Contracts

No individual contract signed with any employee shall be inconsistent with the provisions of this agreement. The only exception is system principals, which shall vary from this agreement only to the extent that the Director of Schools determines the term of an employee's service as principal, the renewal or non-renewal of that contract, the duties of a principal not set out in the law, and the Director's preference for evaluation.

Article 3: Commitment to Collaborative Conferencing

A. Good Faith

The Board and the Association agree to participate in good faith Collaborative Conferencing in accordance with the Professional Educator's Collaborative Conferencing Act of 2011, set forth at Tennessee Code Annotated Section 49-5-601 *et seq.*

B. Scope of Collaborative Conferencing

Both parties agree that it is their mutual responsibility to meet at reasonable times and join in Collaborative Conferencing with respect to the terms and conditions of employment specified in Tennessee Code Annotated Section 49-5-608(a) & CCBOE 5.900

C. Successor Agreements

1. No later than March 1 of the calendar year in which this agreement is to expire, the parties shall agree to collaborate a successor agreement and provide written notification of this intent.
2. Within seven [7] days of the receipt of the written notice, the parties shall agree upon a time and place for the initial meeting which shall take place no later than fifteen [15] days following the receipt of the written notification. The conferencing teams for both parties shall agree to such additional meetings, as may be necessary, to conclude the successor agreement.

3. If it is deemed necessary and is mutually agreed upon between the parties that conferences shall be conducted during regular school hours, release time without loss of pay or benefits shall be allowed.

D. Collaborative Conferencing Teams

The team representatives of each party shall be vested with the power and authority to represent their constituents in the collaborative process and to make tentative agreements and teams will establish and follow ground rules throughout the duration of the process.

E. Access to Information

The Board shall make available to the Association upon request, information concerning the financial resources of the school system, including but not limited to: annual financial reports; tentative budgeting requirements and allocations; agendas and minutes of all Board meetings; school census information and names of professional staff, as permitted by law.

F. Definitions - to be used throughout this contract:

1. Day - the term "day" or "days" shall be defined in Article 6, A 3, unless otherwise specified.
2. Month - the term applies to a maximum of twenty [20] workdays.
3. Professional employee - Means any person employed by any local board of education in a position that requires a license issued by the Tennessee Department of Education for service in public elementary and secondary schools of this state but shall not include any retired teacher who is employed as a teacher in accordance with Tennessee Code Annotated § 8-36-821.
4. System experience and training - this item refers to a period of continuous system employment, continuous system employment shall include military leave, medical leave, educational leave, maternity leave, and family leave.
5. Other Definitions -as pursuant to TCA 49-5-602 Part Definitions. As used in this part, unless the context otherwise requires.

Article 4: Management Rights

The Association recognizes that the Board has the authority to manage and direct, on behalf of the public, all operations and activities of the school system, provided that such authority shall be exercised in conformity with this Agreement. Rights and responsibilities of the Board, the Director of Schools, principals and other management personnel, which are established by law, are retained. The Agreement; any statements within this Agreement contrary to federal and/or state and/or local law are null and void.

Article 5: Association Rights

The Board and the Association recognize that it is in the best interest of the community to work in partnership. Consequently, the Board recognizes that the Association, as the employee representative, should enjoy the following privileges and rights:

A. Use of Facilities

The Association shall have the right to use school buildings and facilities at reasonable times and hours for meetings that does not interfere with or interrupt normal school activities. The Association shall be responsible for securing permission and gaining access to the building through the school principal. The Association shall be responsible for securing the building after the meeting.

B. Use of Equipment and Supplies

The Association shall be allowed reasonable use of Board owned computers, duplicating, and audiovisual equipment when the equipment is not otherwise in actual use. School supplies shall not be used for Association related work without adequate compensation being paid to the school's general fund account and prior consent by the school principal.

C. Communications

The Association and its affiliates shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards in each school. The designated bulletin boards shall be located in an area common to all teachers, such as workrooms, teachers' lounges, but not in areas open to students or the public. The Association shall be allowed the use of employee's mailboxes and electronic mail for the purpose of internal communications with Collaborative Conferencing members. The Association agrees that it will not post materials of a political nature.

D. Access to Unit Members

Employees shall not be available for Association related work during the assigned instructional time of the employee. At other times with prior notification, with respect to scheduling, of the school principal, duly authorized representatives of the Association, and the respective affiliates may be permitted to transact official Association business on school property. This access includes the possible adjustment of disputes, collection of dues, investigation of working conditions, member solicitation, and activities aimed at ascertaining compliance with the provisions of this agreement. Building principals shall provide designated association representatives the opportunity to speak at faculty meetings for the purpose of announcements or other association business. The Association may be included on any agenda for meeting with new employees at the beginning of each

school year.

Telephone

The Association may have a telephone, answering machine, and fax machine installed at its expense for the use of the Association president.

E. Board Meetings

1. The Board shall place on the agenda of each regular meeting a time for the president of the Association to speak or inform the board on issues of importance to its members. This includes any items on which the Association presents to the Board for action.
2. The Board shall provide to the Association President a copy of any meeting minutes, proposed minutes, corrections, modifications or changes at the same time they are provided to Board members. The Board shall also give notice of the time and location of all meetings and provide a copy of the proposed agenda to the Association President or his/her designee at the same time said information is given to Board members.

F. Release Time/Leave

The Board shall allow up to thirty-five (35) days of released time to be used during the school year by teachers who are officers or agents of the Association. Use of these days shall be left to the discretion of the Association. The Association agrees to notify the Board at least 24 hours prior to the date released time is taken. The Association shall bear the cost of substitutes for these days: therefore, no employee shall suffer loss in pay or other benefits.

Article 6: Grievance Procedures

A. Definitions

1. A grievance is defined as an allegation that there has been a violation, misinterpretation, or misapplication of a provision of this agreement, or board policy affecting unit employees, or a violation of state law, or the right of an employee to fair treatment.
2. A grievant is defined as an employee or a group of employees having the same supervisor who file grievance except as specified below under "Association Grievance".
3. The term "days" shall mean any day Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00 A.M. the day following the day on which the time limits are based. After the last day

of the normal school year, a "day" shall be Monday through Friday, excluding holidays.

4. An Association Grievance shall be a grievance by the Association concerning its rights as specifically granted by this agreement, or a class grievance involving two or more members.

B. Procedures

The parties acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. An attempt shall be made to resolve any grievance informally, through verbal discussion between the complainant and his immediate supervisor or other administrator having direct jurisdiction over the problem. When requested by the employee, a representative may accompany the employee to assist the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

Step 1:

The employee or the Association shall present the grievance in writing on the required form to the immediately involved supervisor [a copy is in Appendix A]. The immediately involved supervisor shall arrange a meeting to take place within five (5) days after the receipt of the grievance. The grievant, his or her representative, the immediately involved supervisor, and a district representative shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response on the required form, including the reasons for the decision.

Step 2:

If the grievance is not resolved to the satisfaction of the grievant at Step 1, the grievant may refer the grievance to the Director of Schools within five (5) days after the receipt of the Step 1 response or within ten (10) days after the Step 1 meeting, whichever is later. The Director shall arrange for a meeting to take place within five (5) days of the Director's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days after the meeting, the grievant shall be provided with the Director's written response, including the reasons for the decision.

Step 3:

If the grievance is not resolved at Step 2 or the time limits expire without the issuance of the Director's written reply, the grievant may request a review by the Board of Education within seven (7) days after the employee receives the written decision or within ten (10) days after the time limits for Step 2 have expired. This request shall be made in writing through the Director of Schools, who shall attach all related documents and forward the request to each member of the Board. The board, with counsel, shall review the grievance at a closed work session with the employee and representation. The Board shall render a decision in writing within ten (10) days of the grievance review. Copies of the decision of the Board of Education shall be sent to the aggrieved employee, to the Director of Schools, and to the Association.

Step 4:

If the grievant is not satisfied with the disposition of the grievance at Step 4 or the time limits expire without the issuance of the Board's written reply, the grievant may submit the grievance to an arbitrator selected from a list provided by the American Arbitration Association (AAA). Adopted by the Claiborne County Board of Education, the arbitration request and arbitrator selection shall comply with the Labor Arbitration Rules of the AAA. The Board and grievant shall share the fees and expenses of arbitration equally. The decision of the arbitrator shall be advisor only, but will be adopted unless specifically rejected by a majority of the total membership of the Board within thirty (30) days of receipt or the scheduling of a regular board meeting, whichever occurs first. Notification of rejection or adoption must be written, stating the date of consideration and the vote of the Board.

C. Advance Step Filing

1. If the grievant and Director agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.
2. If the grievant, Director, and Board of Education agree, Step 1 and Step 2 of the grievance procedure may be bypassed, and the grievance brought directly to Step 3
3. If the grievant, Association President or designee, the Director, and the Board of Education agree, a grievance may be submitted directly to arbitration.
4. Class grievances involving two or more employees may be initially filed at Step 2.

D. Representation

1. The Board acknowledges the right of the grievant's representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the grievant's representative is not present.
2. The Board acknowledges that there will be no grievance processed or step meeting held that does not involve the grievant and, if applicable, his or her grievant's representative.

E. Filing of Materials

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

F. No Reprisals

No reprisals shall be taken by the Board, the Administration, or the Association against an employee because of his or her participation in a grievance.

G. Released Time

Should the investigation or processing of any grievance require that an employee or an employees' representative be released from his or her regular assignment, the employee shall be released without loss of pay or benefits.

H. General

1. A grievance may be withdrawn at any level by written notice to the Director of Schools without establishing precedent
2. Failure at any step of the procedure to communicate the decision on a grievance with the specified time limits shall permit the aggrieved party to proceed to the next step.
3. The grievant, the Board and the administration shall cooperate in the investigation of any grievance. This shall include access to witnesses, potential witnesses, and relevant documents.

Article 7: Complaint Procedures

A. Procedural Requirements

Any serious complaint regarding an employee made to any member of the administration by any parent/legal guardian, or student which might influence the evaluation or retention of an employee shall be processed according to the procedures in this article. No complaint regarding a professional employee will be considered by the Board unless the procedures in this article have been exhausted.

B. Meeting with Principal or Director

All matters will be settled at the lowest level of responsibility and complaints or concerns will not be heard by the Board which have not advanced through the proper administrative procedures from the point of origin. The principal or Director of Schools shall meet with the employee to apprise the employee of the full nature of the complaint. An attempt will be made to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint raised against them. Such meetings must be scheduled when representation is available.

D. Procedures

Step 1

In the event a complaint is not resolved informally, the complainant may request a conference with the employee in an attempt to resolve the complaint with the principal present. If the complaint is unresolved as a result of such conference, the complaint shall move to Step 2. If the complainant refuses to participate in this procedure, any and all references to the complaint shall be removed from the employee's records, regardless of location.

Step 2

Any complaint unresolved at Step 1 may be referred by the complainant to the Director of Schools. Upon receipt of the complaint, the Director of Schools shall confer with all parties in an attempt to resolve the matter.

Step 3

If the Director of Schools is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant, or the employee, the Director shall forward the results of the investigation along with the Director's recommendation, in writing, to the Board and a copy to all parties concerned.

Article 8: Payroll Deductions

A. Professional Dues

Starting with the September salary check and ending in the August salary check, the Board shall deduct from the pay of each teacher all current membership dues of the Association, including the National Education Association and the Tennessee Education Association, provided that there is in the possession of the Board a copy of a current written authorization for the deduction of dues, executed by the teacher, in the form and according to the terms of the authorization form used by the Association. Authorization forms shall be effective for the current year only and it is the Association's responsibility to resubmit the forms each year. The Board agrees to deduct all dues for that membership year. Other rules applicable to the deduction of dues are as follows:

1. In the event an employee joins the Association after the first pay period in September, the dues deduction shall be deducted from each participant's monthly pay in equal increments over the payroll periods remaining in the school year. Any additional amount owed by the employee for payment of dues is the sole responsibility of the employee to pay directly to the association.
2. The authorization form shall specify the total dues amount to be deducted for the applicable year.

3. Any employee terminating employment prior to the final deduction shall be liable for payment of remaining dues.
4. Remission of collected dues shall occur within fifteen (15) days after collection. The Board shall remit to the treasurer of the Association the total amounts deducted, accompanied by a list of employees for whom such deductions have been made. The Association shall remit the name and address of the Association Treasurer by September 1, to the Board.

B. Other Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the professional employee's pay such additional deductions and make appropriate remittance to the specified entity. Permitted deductions shall include but not limited to credit unions, tax sheltered annuities; and health, life, dental, medical and cancer insurance.

Article 9: Salaries and Wages

A. Salary Schedule

The salary of each employee/teacher covered by the current regular salary schedule shall be the schedule as set forth in Appendix B - which is submitted hereto and made part of this Agreement. Any teacher employed to work directly with students that works more than 200 days shall receive a minimum of \$25.00 per hour for such additional days.

B. Placement on the Salary Schedule

1. Placement on the Salary Schedule
Each employee shall be placed on his/her proper step of the salary schedule as of July 1 of the current year, in accordance with Credit for Experience (listed below). Any employee who is employed for at least one hundred (100) days of the two hundred (200) day contract year shall be given full credit for one (1) year service toward the next increment step for the following year. Appendix B – Local Salary Schedule
2. Credit for Experience
Each employee shall be awarded full credit for allowable teaching experience and academic training.
3. Method of Payment
 - a. Pay Periods
 1. Each employee shall be paid in twelve (12) installments, by direct deposit to the bank of their choice, by the eighteenth (18) of each month beginning in September or up to two (2) days earlier if pay falls on a weekend. It is

understood that a delay in receipt of this amount will only occur if state funds are unavailable. When a pay date falls on a weekend, teachers shall receive their monies on the last previous working day. Employees shall receive their salary installment statement electronically.

2. The Claiborne County Board of Education will in good faith explore the feasibility of employees being paid twice a month, with twenty-four (24) installments, by direct deposit to the bank of their choice. It is understood that a delay in receipt of this amount will only occur if state funds are unavailable.

b. Final Pay

Each employee shall receive all of his/her contracted salary final pay during the last pay period month of the in-school year. It is understood that a delay in receipt of this amount will occur only if state funds are unavailable. CCBOE 2.802 & 2.803

Article 10: Insurance

A. General

The Board Group Insurance shall be maintained by the Board under the existing terms and conditions of this agreement, and shall:

1. Pay full premium for individual health insurance for all professional employees including those on paid leave and retired teachers until age 65;
2. Make a family insurance plan available to professional employees;
3. Include a fifty thousand (\$50,000) dollar double indemnity life insurance to be paid by the employer for the individual employee. This must be included with the health insurance. Additional life insurance is optional as made available by the carrier;
4. Allow retired teachers and teachers on unpaid leave of absence to participate in the additional life insurance at their own expense;
5. Any professional employee who has retired or retires in the future may elect to receive the same health and medical coverage as the active professional employees subject to the following:

5a. Regular Retirement

- (1) A retired professional employee shall have his/her full insurance premium for single health and medical coverage paid by the Claiborne County Board of Education if he/she was employed as a professional employee by the Claiborne County Board of Education for at least thirty (30) years. The 30-year minimum can include up to five(5) years of military credit, one (1) year of accumulated sick

leave, and/or five (5) years of Other Professional Tennessee Public School System credit (teaching profession) from another Tennessee school system. The sick leave credit will only be applied in full year increments with 200 days equaling one (1) full year.

The Other Professional Tennessee Public School System credit will only be applied in full year increments and the employee must have been an active professional employee of the Claiborne County Board of Education the ten (10) years immediately prior to retirement.

The retired professional employee, as determined above, who was employed for less than thirty (30) years but at least twenty (20) years and the professional was at least 55 years old when the retirement began, then the amount of the single premium paid by the school system will be a percentage determined by dividing the actual number of years by thirty (30). It is understood that any retiree who fails to pay his/her share of the premium amount will not be given the coverage.

The effective date is the MOU ratification date and no back payments are allowed

- (2) The provision in section 5 a. (1) shall be provided only until the retiree is age 65 or becomes eligible for Medicare benefits, whichever occurs first. When the retiree becomes eligible for Medicare the Claiborne County Board of Education shall make available to him/her a supplemental coverage. If the retiree becomes eligible before he/she attains age 65 then the premium for the supplemental coverage will be paid at the same percentage rate calculated in 5 a. (1) until he/she is age 65. If the retiree elects to receive the supplemental coverage after reaching age 65, then the premium will be paid by him/her.
- (3) If said retiree elects to maintain family coverage, then the amount of premium that would be paid by the Claiborne County Board of Education for his/her single coverage will be applied to the family coverage, and the retiree will pay the balance.
- (4) The number of years of professional employment shall be counted in whole years, I.e., the Tennessee Consolidated Retirement System must have given one (1) full year's credit toward retirement in order for this provision to grant a year of professional employment.

5b. Disability Retirement

- (1) All the provisions in Section 5 a. above shall apply to a professional employee who takes disability retirement from the Claiborne County School System except as explained in Sections 5 b. (2) and 5 b. (3).
- (2) If the said retiree was employed as a professional by the Claiborne County Board of Education for at least thirty (30) years, then the premium for the supplemental coverage shall be paid by the Claiborne County Board of Education until the retiree is age 65, eligible for Medicare, or whichever occurs first. If the professional employment was for less than thirty (30)

years but at least five (5) years, then the amount of the premium paid by the school system will be a percentage determined by dividing the actual number of years by thirty (30) years and will be paid until the retiree is age 65 or for ten (10) years, whichever occurs first. It is understood that any retiree who fails to pay his/her share of the premium amount will not be given the coverage.

- (3) When the retiree reaches age 65, is eligible for Medicare, or the ten (10) year period referred to in 5 b. (2) is over, then the full premium for the supplemental coverage must be paid by the retiree if he/she elects to keep the coverage

5c. Payments will be made on or before the last day of each month in which the payments are due.

5d. No retiree will be dropped from the plan for lack of premium payment without first being given notice by a certified letter allowing a grace period of a minimum of thirty (30) days. No final action to drop the retiree will be taken without approval of the full insurance committee.

B. Insurance Committee

The Board agrees to establish an insurance committee composed of the Chairperson of the Board, Director of Schools, Benefits Coordinator, and the President of the Claiborne County Education Association. This committee will annually review the insurance programs and recommend the continuation of the present policy or accept proposals and/or bids for the Board of Education and recommend a carrier to the Board.

C. Changes

The Board and Association will collaborate any changes in the insurance program in accordance with PECCA. TCA 49-5.608

D. Collaboration

It is agreed that this Article may be reopened when requested by the Association on or about March 1 of each contractual year for collaboration for the year beginning July 1 and ending June 30 of the following contractual year.

E. Presentations

Professional employees shall not be required to meet with nor listen to presentations by insurance, annuity, or retirement plan salespersons. Neither will such salespersons be allowed to approach employees on school property except with the current Cafeteria Plan advisors per IRS regulations unless an employee has requested a meeting with said salesperson.

F. New Employees

It is understood that new employees should be given needed information regarding school system insurance plans provided by the Central Office.

G. Continuation of Coverage

The Board of Education will continue to provide health and medical insurance coverage to its professional employees and absorb any cost for the duration of this MOU. CCBOE 2.803 & 3.600

Article 11: Time Management, Hours, and Miscellaneous Assignments

A. Meetings

The Association and the Board recognize the need for limitations on staff meetings and other duties that extend the workday. Faculty meetings, if called, shall not exceed two meetings per month and no meeting shall extend beyond the normal workday by more than one (1) hour. Faculty meetings shall not be called on Fridays or any day immediately preceding a holiday or day that teacher attendance is not required at school. Faculty meetings shall be convened within ten (10) minutes after students are dismissed.

The notice for faculty meetings shall be given to teachers at least two (2) days in advance. These meetings shall be limited to official school business, including professional development activities. Agenda/information of meetings will be available. No faculty meeting shall be called for the sole purpose of product sales. Attendance at presentations of products available to professional staff shall be voluntary.

B. Other Meetings and Emergencies

The Association recognizes the potential need for emergency meetings. Such meetings shall be called for true emergencies, and not for general information sessions, discussion, or professional development. If an emergency meeting is called and the meeting lasts thirty (30) or more minutes, the meeting shall count as one of the two faculty meetings authorized in paragraph A. All professional staff members shall attend faculty and other meetings, unless specifically excused by the building principal.

C. Duty-free Lunch

The Board shall provide teachers with an unencumbered duty-free lunch on a daily basis. The lunch period for teachers shall be a minimum length of thirty (30) minutes and shall be free of assigned meetings, supervision of students, or other duties. Variance from this shall occur only in case of an emergency. Professional employees may leave the building during duty-free lunch without asking permission. Employees leaving the building are expected to notify the office, comply with sign-in and out procedures, and to return in a timely fashion. Duty-free lunch is part of the regular school day. TCA 49-3-359

D. Planning Time and Breaks in the Day

The principal shall inform teachers of his or her policy concerning other allowable breaks, or meetings during the school day. No employee shall leave the school campus without the permission of the principal during planning time and breaks in the day with the exclusion of Duty Free Lunch period.

Employees finding it necessary to leave school because of illness or emergency shall be allowed to use a partial leave day as needed for sickness, doctor or dental appointments, funerals, or other events beyond the control of the employee. Employees shall remain on the job until arrangements are completed for supervision of the teacher's classes or other duties whenever possible. Absences shall be charged to sick leave or personal leave on a half or whole basis.

A minimum planning time of thirty (30) consecutive minutes shall be provided during which there will be no assignment of additional duties. Planning time is part of the regular school day and is a duty of all teachers. TCA 49-1-302; CCBOE 5.603 & 5.602

E. Bus Duty and Extra Duty Involvement in the School Program

The principal shall assign bus duty as part of the normal workday and other duties outside the normal workday as necessary for the operation of the school. Such assignments shall be fair, non-discriminatory, and take into account the overall assignments and obligations of affected staff.

F. Prohibited Duties

Teachers shall not be assigned or expected to perform, supervise, or otherwise complete those duties usually associated with maintenance, repairs or janitorial functions. Teachers may, in the interest of safety and cleanliness, assist with these duties on a voluntary basis in an emergency or to temporarily expedite necessary operations within a school.

No professional educator shall be assigned or expected to perform medically prescribed procedures as outlined in the TCA 49-5-414 and TCA 49-5-415.

G. Basic Employment

Teachers shall be expected to work a maximum of seven (7) hours and thirty (30) minutes per teaching or workday. This schedule constitutes the normal school or workday, which is to include duty-free lunch. A ten (10) month employee shall be employed a maximum of 180 classroom instructional days, five (5) in-service days, two (2) discretionary days, one (1) parent education or involvement day, and twelve (12) paid vacation days.

Discretionary Teacher Day: At least one (1) day at the beginning of the school year shall be dedicated to individual employees to plan and prepare prior to the arrival of students. It is understood that this day is to be used at the discretion of the employee.

H. Other Contracts beyond the Regular School Day

Contracts for other work beyond the regular school day shall be made available to all professional personnel.

Article 12: Materials and Facilities

A. Materials

Each teacher shall be provided monies for instructional materials per the BEP for pooled and individual accounts. TCA 49-3-359

Article 13: Leaves

A. Entitlements

Each professional employee shall be entitled to one (1) day of sick leave per month of employment and personal/professional leave earned at the rate of one (1) day for each one half (1/2) year employed. A teacher may take not more than two (2) days of personal/professional leave prior to having earned it, but it shall be charged against the teacher's years' allowance TCA 49-5-711. In addition to the two (2) days of personal leave, the Board shall provide an additional one (1) personal leave day. Locally provided personal leave may be used annually or credited as sick leave. In any one year, an employee may not take more than three (3) days personal leave. Except in cases of emergency, an employee shall give at least of one (1) day's advance notice of intent to take personal leave. Additionally, any employee who is a Veteran shall have at their discretion to use one (1) day in honor of enlisted services.

When professional employees are absent, using a personal leave or sick leave day, substitutes shall be provided. CCBOE 5.302 & 5.303

B. Personal Leave Restrictions

Personal leave restrictions will be granted according to CCBOE 5.303 & 5.304.

C. Accumulated Leave

Each employee shall receive a written accounting of accumulated sick leave and personal leave days at the beginning of the school year.

D. Use of Sick Leave Days

The Board and/or Director of Schools may require a doctor's excuse for an absence due to illness when an employee is away from work for four (4) or more consecutive days. TCA 49-5-710 & CCBOE 5.302.

E. Field Trips, Student Conferences, Authorized Activities

Teachers absent from the classroom to supervise field trips, student conferences, or any other student activity authorized by the Director of Schools or the supervisor of instruction shall

not be required to use personal or professional leave. The cost of the substitute shall be borne by the Board and the teacher shall suffer no loss of pay or benefits.

F. Judicial Proceedings

CCBOE 5.301 & 5.304

G. Professional Leave

CCBOE 5.303 & 5.304

H. Sick Leave Bank

The governing provisions of the Sick Leave Bank are set forth by TCA 49-5-808. A Sick Leave Bank Committee shall be appointed annually on or before July 1. Disputes involving the Sick Leave Bank may be resolved by use of the grievance procedures contained in Article 6 of this negotiated agreement. Grievances shall be filed at Step 2.

I. Educational Leave

TCA 49.5.702 & CCBOE 5.304 & 5.308

J. Religious Leave

Any professional employee whose religious beliefs require the observance of holidays other than those scheduled on the school calendar shall be excused by the administration and shall realize no loss of pay or benefits provided the employee does not claim more days than the total religious holidays recognized and scheduled on the school calendar.

K. Legislative Leave

Any employee shall be granted leave for legislative service for the time the employee is required to be absent due to legislative service. An employee serving in the legislature shall be in non-pay status. Legislative service leave shall be pursuant to TCA 49-5-713 and CCBOE 5.304 & 5.309

L. Recuperation of Health

TCA 49-5-702 thru 49-5-709; CCBOE 5.303 & 5.304

M. Bereavement Leave

The death of an immediate family member shall entitle a professional employee to leave. If travel is required and the round trip distance exceeds 250 miles, the employee shall be entitled to four (4) or fewer days at the option of the employee. If round trip travel does not exceed 250 miles, the employee shall be entitled to the use of three (3) or fewer days, at the option of the employee. For purposes of this leave the term "immediate family member" shall be defined to include the employee's mother, father, spouse, brother, sister, grandparents, children, grandchildren, and the same relations to the employee's spouse.

N. Military Service

The provisions of the Uniformed Services Employment and Re-employment Act of 1994, as amended, and Tennessee Code Annotated Sections 8-33-109 and 8-33-110, shall govern the obligations of the Board to grant leaves of absence for military service, as well as the reinstatement rights of employees returning from military leave. "Military service" in this context includes any "uniformed service" in the Army National Guard, Air National Guard, Army, Navy, Marine Corps, Air Force, Coast Guard, or any reserve component of the armed forces of the United States, as well as service in the Tennessee army and air national guard, or Tennessee state guard and civil air patrol. CCBOE 5.304 & 5.306

Article 14: Fair Treatment and Just Cause

Right to Representation

An employee shall have the right to representation by an association representative in any investigative interview meeting with an administrator that the employee feels reasonably believes may lead to disciplinary action against the employee.

The entitlement to representation shall stop any investigative interview meeting, and no further action or conversation shall be taken or pursued with respect to the employee if the employee has verbalized the need for representation, directly demanded representation, or signed a statement requesting representation. Under all circumstances it is the employee that bears the responsibility for initiating the request for representation.

Article 15: Final Provisions

A. Savings

If a court of final jurisdiction holds that any article, section, or portion of this agreement is invalid, that specific article, section, or portion shall immediately cease to be effective and enforceable. The parties agree that the portion of the contract set aside by the court shall be the subject of conferencing for the purpose of agreeing to substitute language or modifying other language dependent on the language declared invalid. Such conferencing shall be strictly limited to the article, section, portion of sentence effected by the decision and the conferencing shall commence within fifteen (15) days, at the request of either party to this agreement.

Should any article, section, portion or sentence of this agreement be effected by legislation passed by the General Assembly and signed into law by the Governor, the parties shall meet to determine the exact scope of the potential effect and schedule conferencing to cure or address the effect, to the extent permitted by law.

B. Statutory Savings

Nothing contained in this agreement shall be construed to deny or restrict any employee's rights existing under the law of the State of Tennessee or other applicable laws or regulations. The rights and benefits granted by this agreement are in addition to rights or benefits provided elsewhere, whether by law, regulation or local ordinance.

C. Modification of Agreement

Upon mutual agreement by the Board and Association, conferencing shall begin within ten (10) days to modify any aspect of this agreement that the parties deem necessary to change. This voluntary effort to collaborate is in addition to re-openers specified in paragraph D of this article.

No school improvement plan the Board intends to implement shall alter, modify, violate, or supersede this agreement or any other formal or informal understanding condition or practice established between the Board and Association.

D. Duration

The provisions of this Agreement shall be effective as of 10-13-16. Except as otherwise provided herein, and shall continue and remain in full effect for a three (3) year period ending 10-13-19.

On an annual basis, either party to this agreement shall have the option of reopening Collaborative Conferencing. The subjects to be conferenced annually are as follows:

1. Salary and Wages,
2. Insurance,
3. One other Memorandum of Understanding article, as chosen by each party, and
4. Other provisions by mutual consent

E. Printing and Distribution of Agreement

Memorandum of Understanding must be posted on the district website and each school must have a paper copy.

To the extent that the Board adopts a policy or handbook that would contravene one of the terms in the Memorandum of Understanding (MOU), the parties agree that they will reconvene for the purpose of conferencing on that term alone.

DECLARATIONS

This agreement has been ratified by the Board and the Association. This signature page contains the signatures of the Board Chairman and the Board's PECCA Representative, in addition to the signatures of the Association President and the Association's PECCA Representative.


The signatures give evidence of the agreement of the parties that the wording of this agreement is accurate and complete, as of the date of signature.

Signed this 13 day of Oct, 2016

For the Board:



Chairperson, Claiborne County Board of Education

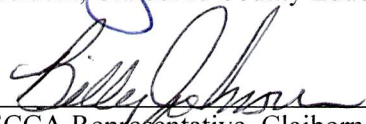


PECCA Representative, Claiborne County Board of Education

For the Association:



President, Claiborne County Education Association



PECCA Representative, Claiborne County Education Association

Appendix A Grievance Form

Date of Complaint: _____

Date Filed MM/DD/YYYY	Process	Filed By: First Name, Last Name	Filed To: First Name, Last Name	Outcome Resolved/Cont.	Date of Outcome MM/DD/YYYY
	STEP 1				
	STEP 2				
	STEP 3				
	STEP 4				

Home Address: _____ _____ _____ Home Phone: _____ Grievance Representative (s) _____ _____ _____	Position Held: _____ School: _____ School Address: _____ _____ School Phone: _____ Principal: _____ _____
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Provision of master Agreement allegedly violated: _____

Statement of Grievance: _____

Resolution Requested: _____

Signature of Complainant: _____

Process this form according to provisions in Master Agreement Article 6.

PRINCIPALS & TEACHERS
2016-17 CLAIBORNE COUNTY SALARY SCHEDULE

EDU exp	BS	MS	MS+	EDS	PHD
0	33,794	36,961	39,933	40,975	44,053
1	34,271	37,552	40,486	41,582	44,736
2	34,748	38,143	41,039	42,189	45,420
3	35,226	38,733	41,592	42,796	46,103
4	35,703	39,324	42,144	43,403	46,786
5	36,180	39,915	42,697	44,010	47,470
6	36,658	40,505	43,250	44,617	48,153
7	37,135	41,096	43,803	45,224	48,837
8	37,613	41,686	44,356	45,831	49,520
9	38,090	42,277	44,909	46,438	50,203
10	38,567	42,868	45,461	47,044	50,887
11	39,045	43,458	46,014	47,651	51,570
12	39,522	44,049	46,567	48,258	52,254
13	39,999	44,639	47,120	48,865	52,937
14	40,477	45,230	47,673	49,472	53,620
15	40,954	45,820	48,226	50,079	54,304
16	41,431	46,411	48,778	50,686	54,987
17	41,909	47,002	49,331	51,293	55,671
18	42,386	47,592	49,884	51,900	56,354
19	42,863	48,183	50,437	52,507	57,037
20	43,341	48,773	50,990	53,113	57,721