

Memphis- Shelby County Schools

Teacher PECCA Committee

November 1, 2022

Dear Superintendent Toni Williams:

This document is to confirm that the Teachers of the Professional Educators Collaborative Conferencing Act (PECCA) Committee now have a potential agreement that will allow the teachers to have a working Memorandum of Understanding (MOU) from July 2022 to July 2025. Originally the parties reached an impasse on the following three Articles of the proposed 2022 - 2025 MOU:

1. Article 6- Professional Committees
2. Article 17 – Fringe Benefits
3. Article 19 – Compensation.

After substantial work and collaboration, the Teachers of the PECCA committee and the District (Shelby County Schools) returned to the table. We, the teacher members of the current PECCA Committee, are pleased to announce that all three impasse articles in the proposed 2022-2025 MOU have been satisfied and properly addressed. Specifically, Article 6 will remain the same which allows teachers to select their members to serve on District Professional Committees; Article 17, Fringe Benefits will restore the previous 70/30 split on the District's Health Insurance Plan; Lastly, we have agreed that Article 19, Compensation, shall be addressed and resolved at the Superintendent's incite and request, through a select committee of Shelby County Schools finance personnel and teacher representatives from the PECCA committee. It is the understanding of the PECCA committee that every effort will be taken to restore the longtime teachers' salary schedule to include columns and lanes reflective of years of service and degrees earned. It is with this understanding that we, the teacher members of the PECCA committees hereby affix our signature to the Memorandum of Understanding solidifying all of the terms of the memorandum dated July 1, 2022, to June 30, 2025, for every item with the exception of Article 19.

Sincerely,

Teacher PECCA Committee

Memorandum of Understanding

Between

The Shelby County Board of Education

and

**The Memphis-Shelby County Education
Association and United Education Association
of Shelby County**

**Effective
July 1, 2022, through June 30, 2025**

Draft Date: 11/1/2022

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ARTICLE 1 PREAMBLE/COLLABORATION

This Memorandum of Understanding (MOU) is between the Shelby County Board of Education hereinafter called the "Board", and the Memphis-Shelby County Education Association (M- SCEA) and United Education Association (UEA) of Shelby County, an affiliate of the Tennessee Education Association and the National Education Association, hereinafter called the "Associations". The Board and the Associations are sometimes hereinafter referred to as the "Parties". The purpose of this Memorandum of Understanding shall be consistent with the purposes set forth in T.C.A. §49-5-601.

Furthermore, the Parties agree that the education of the students is paramount in the operation of the Shelby County Board of Education.

ARTICLE 2 RECOGNITION

Section A. The Board hereby recognizes the Associations as the sole collaborative conferencing representatives for conditions of employment for professional employees pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), T.C.A. §49-5-601, said determination having been made by Shelby County Schools professional educators through a confidential poll per the terms of PECCA.

Section B. Professional employee is defined as any person employed by the local board of education in a position that requires a license issued by the State Department of Education for services in public elementary and secondary schools of this state, supported in whole or in part, by local, state, or federal funds, but shall not include any member of the management team, as defined in this part, or a retired teacher who is employed as a teacher in accordance with Title 8, Chapter 36, Part 8.

Section C. The term "professional employee" in this Memorandum of Understanding shall refer to any employee included in the collaborative conferencing unit as defined in Section B of this article.

Section D. The term "management team" in this Memorandum of Understanding shall be defined as employees who devote a majority of their time to the system-wide area or areas of professional personnel management, fiscal affairs or general management, and shall specifically include principals, assistant principals, supervisors and others whose principal responsibilities are administration rather than teaching.

ARTICLE 3 GRIEVANCE PROCEDURE

Section A. A "grievance" is defined as a complaint concerning an alleged violation or misapplication of any specific provision of this Memorandum of Understanding, Board Policy, and/or local, state, and federal law.

Section B. The term "grievant" is defined as any professional employee in the collaborative conferencing unit including the Association President for Association grievances.

Section C. The following are the supervisors referred to in Steps 1 and 2 of this Article:

Step 1. Principal or manager, as appropriate.

Step 2. Assistant Superintendent, Director, or designated representative, as appropriate.

Section D. The Standard Grievance Form attached hereto as Appendix C, shall be the approved grievance form.

Section E. Hearings held under this article shall be conducted at times and places which will afford a fair and reasonable opportunity for all persons, including witnesses, who would be entitled to attend. Such hearings will be conducted during non-school hours unless there is mutual agreement for other arrangements.

Section F. A grievant has a right to be accompanied, represented, and advised by an Association Representative, if the grievant so desires, to assist in the resolution of grievances. During the grievance discussion and Step 1, representation may be by the grievant's Association Representative (AR). Beginning with Step 2 and above, such representation may be by an Association designated representative. In the event a grievant chooses not to be represented by the Association, the grievant shall state this in writing at the appropriate place on the grievance form at the time the grievance is initially filed.

Section G. Grievance Discussion. Before filing a formal grievance, the professional employee shall first discuss the alleged violation with his/her immediate supervisor in an effort to resolve the grievance. In the event the violation involves the immediate supervisor, the professional employee shall direct his/her concern to the next supervisory level or with a representative from the HR Office of Professional Standards. The time limit for initiating the grievance discussion is seven (7) working days from the date of the occurrence or becoming aware of the occurrence. The discussion shall be documented on a Grievance Discussion Form.

The immediate supervisor and/or the HR Office of Professional Standards shall have 10 days to meet to discuss the concern and to provide a written response. If no resolution is reached, the professional employee may invoke the grievance process within seven (7) working days of the grievance discussion.

Section H. All grievance processing shall be handled exclusively in the following manner:

Step 1. A grievant may formally file a grievance within seven (7) working days after the grievance discussion. The grievance shall be presented in writing (on the standard grievance form with all requested information provided) by the grievant to the immediate supervisor. Said supervisor shall within six (6) working days of the receipt of the grievance, meet with the grievant and/or an Association Representative (AR), if the grievant so desires, in an effort to resolve the grievance. The supervisor will respond to the grievance in writing within six (6) working days after the date of said grievance meeting.

Step 2. If a satisfactory resolution is not reached at Step 1, the grievance may be presented by the grievant to the appropriate supervisor within six (6) working days from the date of response of the Step 1 supervisor. Said supervisor shall within six (6) working days of the receipt of the grievance at Step 2 meet with the grievant and/or a professional association staff representative, if the employee so desires, in an effort to resolve the grievance. The Step 2 supervisor shall respond to the grievant in writing within six (6) working days after the date of the Step 2 meeting.

Step 3. If a satisfactory resolution is not reached at Step 2, the grievance may be presented by the grievant to the Superintendent's designated representative within six (6) working days from the date of response of the Step 2 supervisor. The Superintendent's designated representative, within six (6) working days of the receipt of the grievance in Step 3, shall meet with the grievant and/or a professional association staff representative, if the employee so desires, in an effort to resolve the grievance. The Superintendent's designated representative shall respond to the grievance in writing within six (6) working days after the Step 3 grievance meeting.

Step 4. If a satisfactory resolution is not reached in Step 3, the Association or non- member grievant may, within ten (10) working days after the response at Step 3, submit the grievance to arbitration by submitting to the Superintendent's designated representative a joint request form for a list of seven (7) arbitrators to be supplied by the Federal Mediation and Conciliation Service (FMCS). Within ten (10) working days of receipt of said form, the Superintendent's designated representative shall direct the request as a joint request to the FMCS. Within ten (10) working days of receipt of the list of arbitrators, the Association or non- member grievant shall advise the Superintendent's designated representative that a representative of the Association is available to select an arbitrator to hear the grievance. The Parties shall select an arbitrator from the list by alternately crossing out names until only one (1) remains. Either Party may elect to reject the first panel.

Section I. The arbitrator shall be limited in making the determination as follows:

1. The arbitrator shall have no power or authority to add to, subtract from, change, modify, or alter in any way the provisions of this Memorandum of Understanding, or impose on any Party hereto a limitation or obligation not explicitly provided in this Memorandum of Understanding.
2. The arbitrator shall have no power to change any practice, policy, or rule of the Board, nor to substitute the arbitrator's judgment for that of the Board as to the reasonableness of any such practice, policy, or rule.
3. **The decision of the arbitrator shall be adopted unless specifically rejected by the Board within thirty (30) days following receipt.**

Section J. All fees and expenses of the arbitrator shall be borne equally by the Board and the Association or non- member grievant. The grievant shall suffer no loss of pay or benefits, which may be due for attendance at hearings conducted during normal school hours. Any salary which may be due for up to two witnesses who are called by the Association or non- member grievant shall be shared equally by the Association or non- member grievant and the Board if the witness is a member of the collaborative conferencing unit. All other expenses including salaries of any other witnesses called before the arbitrator shall be borne by the Party calling such witnesses or incurring such expenses.

Section K. It is understood that time is of the essence; and the time limits provided for in this article will be strictly adhered to, subject to the following procedures:

1. Time limits provided in this article may be extended by signed mutual agreement of the Parties, not to exceed a total of sixty (60) calendar days at Step 4, which shall be in addition to those days provided for in Section G, Step 4.
2. Failure of the appropriate supervisor at any step of the grievance procedure to comply with the specified time limits shall grant the requested award.
3. Any grievance which is not presented within the time limits of the grievance procedure, as provided herein, and any grievance which is not advanced from one step to the next within the time limits provided for in that step, and the failure to initiate any action in Step 4 within the time limits specified, shall result in the grievance being considered void.
4. For purposes of this article, a working day is defined as any day, Monday through Friday, on which schools are open during the normal school year. (The first working day to be counted shall begin at 8:00 a.m. the working day following the day on which the time limits are based). After the last day of the normal school year, a working day shall be defined (for purposes of this article) as Monday through Friday, when the administrative offices of the Board of Education are open.

Section L. Association Grievances

The Parties agree that the intent of Section B of this Article is as follows:

1. A professional employee may file a grievance for himself/herself only. The professional employee may not file for a group or a class of professional employees.
2. A grievance filed by a professional employee must be limited to allegations of a violation or misapplication of the MOU, Board Policy, and/or local, state and federal laws which involves a direct personal right or affects him/her directly and personally.
3. A professional employee may not file grievances involving rights or processes relating to Association matters such as alleged failure to permit entry into the school by a staff representative, failure to remit dues, use of facilities, matters concerning the establishment or non-establishment or operation of committees, or matters relating to a group of professional employees.
4. The President of the Association may file grievances as a professional employee as provided in (1) and (2) above. He/she may also file as the President, in which case he/she may file the type of grievance listed in (3) above.
5. All Association grievances shall be initiated at Step 3 of the grievance procedure.

ARTICLE 4 FACILITIES/ASSOCIATION RIGHTS/RELATIONSHIP

Section A. The Memphis Shelby County Education Association (M-SCEA) and the United Education Association of Shelby County (UEA-SC) shall be permitted reasonable use of school facilities, including the use of school bulletin boards and regular intra system mail, to distribute official non- controversial and non-political Association materials. A copy of any Association material to be posted or distributed in the school will be sent to the Superintendent's designated representative for approval prior to the time of posting or distribution and shall not be posted or distributed without his/her written authorization

affixed thereto. This use shall be subject to regulations established by the Board and the usual fees charged to the public for use of facilities for meetings after normal school hours.

Section B. The Board recognizes and will work with the accredited Association Representatives (AR), President, and professional Association staff as provided by this Memorandum of Understanding. The Association Presidents may be allowed to be on the agenda and provided an opportunity to speak at all annual SCS new teacher orientation/institutes.

Section C. The Board and the association will encourage Association Representatives to be involved in problem solving and to be utilized as change agents to improve the educational climate and in supporting the mission of the Shelby County Board of Education.

Section D. A written list of the Association Representatives (AR's) and their locations, Association officers and professional staff and their positions shall be furnished to the Board upon request following their designation. The Associations shall notify the Board of changes in the list.

Section E. The appropriate Association Representative (AR) within the school and the designated professional Associations' staff representatives shall handle and settle grievances of M-SCEA and UEA-SC at their respective grievance steps.

Section F.

1. Designated professional Association staff representatives, upon request by the Associations, shall be admitted to the buildings and grounds of the Board for the purpose of assisting in the adjusting of grievances in accordance with the provisions of Article 3, Grievance Procedure, at Steps 2, 3, and 4, provided any such designated professional Associations staff representative first reports the nature, location, and time of such visit to the Superintendent's designated representative, who may designate a representative of the Board to accompany the designated professional Association staff representative to assist in the adjustment of the grievance. Upon arrival at the location, the designated professional Association staff shall contact the school principal, appropriate supervisor, or designated representative.
2. Association officers and designated professional Association staff representatives, upon request by the Associations, shall be admitted to the grounds and buildings of the Board for the purpose of conducting legitimate Association business.
3. Visits by Association officers and /or professional Association staff representatives shall not be at such times or in such a manner as to interfere with the normal work of the employees or operations of the location being visited, as determined by the Board. The rights of access contained in this section shall not be abused.

Section G. The Board agrees that, upon written request of the Associations to the Superintendent's designated representative, it will annually transmit to the Associations copies of the adopted budget, the yearly audit, the June 30th Financial Report, a printout containing the names and e-mail addresses of all professional employees covered by this MOU, and a printout of their salaries, work locations, placement on the salary schedule, number of years employed by the Board, total years credited for salary purposes,

sex, and race.

ARTICLE 5 PAYROLL DEDUCTION

Section A. Deduction of dues shall be made and remitted to the Associations only on the basis of voluntary individual authorization signed by the professional employee and forwarded to the Board. The Associations shall provide the Board with a list indicating the professional employees' names, employee identification numbers, and other pertinent information necessary for payroll purposes.

Section B. The Associations shall notify the Board at least thirty (30) days prior to the effective date of any change in the amount of dues deductions.

Section C. During the term of this Memorandum of Understanding, dues shall be deducted from professional employees' paychecks in accordance with Sections A and B above, and shall be transmitted to the Association, as soon as feasible, with an itemized statement showing the name of each professional employee for whom such deductions are made.

Section D. In order for dues to be deducted, a professional employee's earnings must be sufficient to cover the amount of the appropriate Association dues after other legal and required deductions are made. Any professional employee who executes a written assignment authorizing payroll deduction prior to any authorized leave shall have his/her regular dues and two additional pay periods of dues deducted from the last paycheck received prior to the leave. The dues deduction will be resumed when the professional employee returns from leave. When a professional employee is in a non-pay status for an entire pay period or is in a non-pay status for part of a pay period and his/her earnings are not sufficient to cover the deductions, no deduction shall be made for that pay period.

Section E. The Associations will indemnify and hold the Board harmless against any claims made or against any suits instituted against the Board on account of payroll deductions or Association dues. Upon presentation of proper evidence thereof, the Association agrees to refund to the Board or the professional employee, whichever is applicable, any amount paid to the Association in error, because of the dues deduction provisions.

Section F. Payroll deduction shall be provided for voluntary purchase of Associations sponsored and Board approved insurance.

ARTICLE 6 PROFESSIONAL COMMITTEES

The Parties agree to establish committees composed of persons appointed by the Board and the Associations or by mutual agreement. The committees shall discuss overall relations between the Parties, exchange information, receive suggestions, consider problems, offer solutions, and discuss improvements in situations of mutual concern related to the terms and conditions of employment regarding educators.

ARTICLE 7 STUDENT CONDUCT

Recognizing the behavior of students is an integral part of working conditions, if the need arises for

Policy 6022-Student Conduct to be revised, the Associations shall be a part of the committee that provides input regarding student behaviors in the classroom to the SCS Board.

ARTICLE 8 PERSONNEL FILES

Section A. Definition, Contents, and Use:

1. A professional employee's personnel file is defined as the professional employee's record maintained in the Department of Human Resources.
2. The personnel file shall include, but is not limited to, a professional employee's initial employment records, academic records, placement and assignment records, state certification, evaluation forms, transfer records, disciplinary records, letters of commendation and recommendations, and other employment data.
3. Grievances, grievance answers, and materials directly associated with those grievances shall not be included in such file.

Section B. Professional employees shall be mailed or given a copy of any adverse material when it is placed in the professional employee's personnel file. All materials placed in the professional employee's personnel file shall be stamped with the date such material was received in the Department of Human Resources.

Section C. Professional employees may review material compiled in their personnel file except for pre-employment references and reports provided that the Department of Human Resources is notified five (5) working days in advance. At the request of the professional employee, an Association representative may accompany the professional employee during the review of his or her personnel file.

Section D. No material placed in the professional employee's personnel file, including any evaluation of the professional employee, shall be used to discipline the professional employee unless a copy is shown to the professional employee prior to the discipline. At the professional employee's request, a copy of the material will be provided to the professional employee.

Section E. If the individual professional employee's file is maintained in the professional employee's immediate supervisor's office, such material may be reviewed by the professional employee provided that the professional employee requests such review with at least a one (1) day advance notice to the immediate supervisor. At the request of the professional employee, an Association representative may accompany the professional employee during the review of said file. If the file contains adverse material, a copy of the material will be provided to the professional employee at the professional employee's request. If a professional employee disagrees with the adverse material, the professional employee may submit a written statement, which will be attached to the material. This section does not apply to notes, memoranda, and other aids to memory personally maintained by a supervisor for professional purposes.

Section F. The material referenced in this article does not apply to any material closed by statute.

ARTICLE 9 COMPLAINTS

When a professional employee's immediate supervisor receives a complaint concerning the action of any professional employee, the immediate supervisor determines whether or not to take action with respect to that professional employee, the immediate supervisor shall discuss confidentially the nature and substance of the complaint with the professional employee. A copy of any complaint, when reduced to writing, will be given to the professional employee at the time the immediate supervisor receives the complaint. The redaction of such copies will only be that information required by law. The professional employee shall be given an opportunity to respond to the complaint, either orally or in writing at that time. If a copy of the complaint is to be placed in the personnel file of the professional employee, the professional employee shall be given an opportunity to respond in writing when the complaint is forwarded for filing. The response of the professional employee shall be attached to the complaint in the professional employee's personnel file. The complaints referenced in this article do not apply to complaints closed by statute.

After a thorough investigation, if the district is unable to substantiate the complaint, the professional employee will receive documentation indicating such and it will not be placed in the personnel file.

ARTICLE 10 DUE PROCESS AND DISCIPLINARY PROCEDURES

Section A. Disciplinary action shall be in accordance with T.C.A. §49-5-511 (tenured) and §49-2-301 (non-tenured) and shall be for just cause and shall be progressive. Disciplinary action may include:

1. Counseling
2. Documented oral reprimand
3. Written reprimand
4. Suspension
5. Discharge of a tenured teacher or of a non-tenured teacher during the school year

Section B. The type of discipline, as outlined above, administered to any professional employee shall be determined on the basis of the seriousness of the offense involved and the professional employee's employment record. Disciplinary action shall be conducted in private and at the lowest supervisory level whenever feasible.

Section C. A fact-gathering conference may be held with the professional employee's immediate supervisor or the HR Office of Professional Standards prior to discipline. A fact-gathering conference shall be held prior to suspension or discharge. The professional employee will be entitled to at least twenty-four (24) hours' notice of the fact-gathering conference; shall be advised of the purpose of the conference; and shall have the right to have an Association Representative present. In the event a fact-gathering conference is conducted by the HR Office of Professional Standards, a professional Association staff representative may be present. Following this conference, a professional employee who disagrees with the facts shall have two (2) working days (or longer by mutual agreement) to respond to the facts; and such response shall be in writing.

Section D. In the event of a referral or when the findings of the fact-gathering conference warrant, the professional employee shall be entitled to a staff conference conducted by the HR Office of Professional

Standards. Prior notice of this conference will be given, allowing at least three (3) working days following the fact-gathering conference/referral before the date of the staff conference, or a different period of time if by mutual agreement. At said conference, the professional employee may be accompanied by a professional Association staff representative. In cases warranting immediate separation from the school system, the Board shall have the discretion to impose an administrative leave pending an investigation prior to the staff conference in accordance with Tennessee Code Annotated §49-5-511.

Section E. A professional employee shall be notified within fifteen (15) days or upon completion of the investigation, in writing, of any suspension or discharge. Such notice shall set forth the reason(s) for the action. No Professional employee shall be denied compensation prior to the completion of the fact gathering conference and/or the issuance of disciplinary action.

The denial of compensation prior to the completion of the fact gathering conference and/or the issuance of disciplinary action will be considered on a case by case basis by the HR Office of Professional Standards.

Section F. Grievances involving the suspension of a professional employee shall begin at Step 3 of the grievance procedure.

Section G. A professional employee who is being discharged shall have the option of a hearing before the impartial hearing officer in accordance with Tennessee Code Annotated §49-5-512 (tenure) or §49-2-301 (non-tenure). Such discharge shall not be subject to the grievance or arbitration procedure.

ARTICLE 11

LEAVES OF ABSENCE

A. General Provisions

Professional employees shall be entitled to leaves of absences for the purposes and under the conditions outlined in Board Policies. Employees must meet the eligibility requirements and requests for leaves must be in writing and submitted as far in advance as possible. Any application for leave of absences exceeding thirty (30) days must be made at least thirty (30) days prior to the leave except in cases of personal illness, accident, or other emergencies.

B. Association Leaves

1. FULL-TIME SERVICE IN STATEWIDE OFFICE

Any professional employee who is elected to hold statewide office as an officer, director, trustee or agent of a professional employees' association may be granted leave in pursuant to T.C.A. §49-5-715. During the leave period, the person's position with the district will be maintained without advancement on the salary scale and with no accrual of sick leave or personal and professional leave. At the end of the leave, the person taking the leave shall be returned to the person's former position or comparable position.

Prior to the person being allowed to return to a position in the LEA, the person or the association shall reimburse the LEA for any additional expenses incurred in staffing the position while the person was on leave.

2. FULL-TIME SERVICE in ASSOCIATIONS

The Superintendent shall be notified by the Associations the results of the election for the positions

of President and Vice President. The person elected to serve as President shall be assigned by the Superintendent to the Association building. The professional employee elected as the President of M-SCEA and UEA-SC shall be granted leave and shall be considered a member of the collaborative conferencing unit for the period of such leave. The President shall be granted leave without pay and is entitled to maintain benefits only if the full cost of the benefits is paid by either the person on leave or the Association.

3. VICE-PRESIDENT OF THE ASSOCIATIONS

The Vice-President of the Associations shall be granted leave by the professional educator's immediate supervisor for the purpose of engaging in local, state, or national association activities not to exceed ten (10) days in any school year. Such leave may be withheld if it adversely interferes with the educational needs of the school.

4. ELECTED DELEGATES TO TEA REPRESENTATIVE ASSEMBLY

Professional employees elected as delegates to the Tennessee Education Association Representative Assembly shall be granted leaves of absence provided that the number of professional employees granted leaves at one time shall not exceed one hundred and fifty (150). The Association will pay the Board half (1/2) the cost of substitute teacher for the days missed by the professional employees. Notification for such leave of absence must be made not less than thirty (30) days before such leave is to begin.

5. OTHER ASSOCIATION LEAVES

Professional employees who are elected as Board of Directors, Officers, and Committee Chairs will be granted leave not to exceed forty (40) cumulative days. The forty days will be accumulated by the Association, not by the individual professional employees. The Association will pay the Board one half the cost of a substitute teacher for the days missed by the professional employee(s). The request for the leave must be submitted to the Department of Labor and The HR Office of Professional Standards thirty (30) days prior to requested leave.

6. ASSOCIATION REPRESENTATIVE

Association Representatives (AR) shall be released one day during the first week of school to attend M-SCEA, UEA-SC, and Shelby County Board of Education sponsored in-service that meets state guidelines. Association Representatives will be released by 3:00 pm on Representative Assembly Day.

C. Religious Leaves

Any teacher whose religious affiliation requires observance of holidays other than those scheduled in the school calendar may be granted leave for observance of such holiday(s) up to a maximum of three (3) days (two of which will be granted as paid) in any school year.

D. Personal Leave

Full-time professional employees who have eighteen (18) years of service shall be allotted one additional personal leave day for a total of three (3) personal leave days. Up to a maximum of two unused personal leave days remaining at the end of each fiscal year will be transferred to accumulated sick leave days as allowed by state law. T.C.A. §49-5-71.

ARTICLE 12

SCHOOL DAY

Section A. Teachers are expected to be at their schools and in their classes before and after classes in order to fulfill their professional responsibilities. Specific times and signing-in requirements will be the same for each school with the same starting time.

Section B. Recognizing the importance of a total educational program in the development of students, it is agreed that before and after school activities, faculty, department and committee meetings, parent conferences, extra help for students, evening meetings, and other responsibilities beyond the work-day are a part of a professional employee's professional responsibility. These responsibilities shall be assumed as necessary and/or assigned by the professional employee's supervisor. The time teachers spend in these before and after school activities shall be reasonable. The number and duration of faculty meetings shall be reasonable and should not exceed 40 hours in one school year. This does not include district mandated professional development. Any and all concerns regarding the number and duration of faculty meetings may be moved forward to The Office of Professional Standards for resolution. The Deputy Superintendent of Schools and Academic Support will provide direction to school level administration in support of this language and take appropriate action to ensure that this practice is followed.

Section C. It is recognized that the presence of all teachers on campus at required times is necessary for the proper supervision of students. Accordingly, any departure from the campus when students are present must be requested through the building principal.

ARTICLE 13

WORK HOURS AND WORK YEAR

Section A. School Day for Ten Month Teachers

The normal school day for teachers shall be seven and one-half (7 1/2) hours.

Section B. Number of Days for Ten Month Teachers

The work year for ten (10) month teachers shall be no more than two hundred (200) days: one hundred eighty (180) teaching days, five (5) days in-service training, one (1) parent-teacher conference day, four (4) days administrative, and ten (10) days' vacation. For the purpose of this article, teachers who are employed for two hundred (200) days shall be designated as ten (10) month teachers. Teachers will receive two (2), three (3) hour blocks of time for the purpose of room preparation during the first week of school when children are not present. The first three (3) hour blocks should occur on the first day the teacher returns unless there is an administrative reason or action that necessitates the change. If a change occurs, room preparation time will be rescheduled at the school level.

Section C. Number of Weeks for 10- or 11-Month Employees on the Administrative Calendar

The work year for ten (10) month employees on the administrative calendar shall be forty-four (44) weeks. The work year for eleven (11) month employees on the administrative calendar shall be forty-eight (48) weeks.

Section D. School Closings

If schools are closed due to inclement weather or other emergencies beyond the control of the teacher or the Association, such closing will not result in loss of pay if the teacher completes the school year in which the school closing occurred. The Board will make the election of whether such days will be made

up by the scheduling of later school days. The Board will consult with the Association concerning the revised school calendar. The absence of teachers due to inclement weather or any other emergency beyond the control of the teacher or the Association will be treated as any other absence. The Board will provide a fifteen (15) day notification of any make-up day(s) caused by a school closure, unless the number of days remaining on the school calendar prevent such notice.

ARTICLE 14 GENERAL

Section A. If any article, section, or portion of this Memorandum of Understanding be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific article, section, or portion involved and shall not invalidate the remaining portions of this Memorandum of Understanding. The Parties agree that any article, section, or portion so set aside shall be the subject of negotiations with the intention of agreeing on substitute language. Such negotiations shall be strictly limited to the article, section, or portion held unlawful and unenforceable and shall be initiated on the request of either Party.

Section B. The Parties agree that there shall be no discrimination against any teacher because of race, creed, color, political affiliation, religion, national origin, sex, sexual orientation, age, disability or marital status, or because of membership or non-membership, or participation or non-participation in Association activities. There shall be no retaliation for participation in the grievance procedure or M-SCEA and UEA-SC activities.

Section C. Any notice to be given by one Party to the other under this Memorandum of Understanding shall be given by certified mail, registered mail, or receipted hand delivery. If given by the Board, said notice shall be sent to the Executive Director, M-SCEA, 126 Flicker, Memphis, TN 38104 and the President of the UEA-SC, 6263 Poplar Avenue, STE 1001, Memphis, TN 38119. If given by the Associations, said notice will be sent to the Director of The HR Office of Professional Standards, Board of Education, Shelby County Schools, 160 S. Hollywood, Memphis, TN 38112. Either Party shall, by like written notice, change the address at which notice to it shall be given.

Section D. The Board agrees to maintain safe and sanitary conditions in accordance with federal, state, and local laws and regulations in all work areas.

Section E. The Parties agree that professional dress within the confines of specific job expectations is a current expectation of all professional employees. It is the expectation that any concerns in this area will be handled at the school/building level first and if unresolved will be handled according to Article 6 of this Memorandum of Understanding.

Section F. Harassment of employees will not be tolerated. Harassment is defined as conduct, advances, gestures, or words either written or spoken to include those of a sexual, racial, ethnic, or religious nature which:

1. Unreasonably interfere with an individual's work or performance;
2. Create an intimidating, hostile or offensive work environment;
3. Imply that submission to such conduct is made an explicit or implicit term of employment; or

4. Imply that submission to or rejection of such conduct will be used as a basis for an employment decision affecting the harassed employee.

There will be no retaliation against any person who reports harassment or participates in an investigation. However, any employee who refuses to cooperate or gives false information during the course of any investigation may be subject to disciplinary action. The willful filing of a false report will itself be considered harassment and will be treated as such.

Alleged victims of sexual, racial, ethnic, or religious harassment shall immediately report these incidents. This report should be made to the immediate supervisor except when the immediate supervisor is the offending party. If the immediate supervisor is the offending party, the report may be made to the Office of Civil Rights Coordinator at 160 S. Hollywood, Memphis, Tennessee 38112. Allegations of harassment shall be promptly and fully investigated. An oral complaint may be submitted; however, such complaint must be reduced to writing to ensure a more complete investigation. The complaint should include the following information:

- Identity of the alleged victim and the person accused;
- Location, date, time and circumstances surrounding alleged incident;
- Description of what happened; and
- Any other evidence available.

After a complete investigation, if the allegations are substantiated, immediate and appropriate corrective or disciplinary action shall be initiated. A school representative or Office Civil Rights Coordinator will meet with and advise the complainant regarding the findings, corrective measures and/or disciplinary action. The investigation and response to the complainant will be completed within 20 school days.

If the complainant is not in agreement with the findings of fact as reported by the school representative or Civil Rights Coordinator, an appeal may be made, within five (5) work days of receiving notification of the findings, to the Superintendent. The Superintendent will review the investigation, make any corrective action deemed necessary, and provide a written response to the complainant. A substantiated charge against an employee may subject such person to disciplinary action up to and including termination.

Building administrators are responsible for ongoing education, formal and informal, regarding this policy and procedure in the building in which they work.

ARTICLE 15

ACCIDENTS, ASSAULTS, AND PROPERTY DAMAGE

Professional employees who are injured/disabled as a result of an accident on the job may qualify to receive certain benefits as outlined in Board Policy No. 4014, Accidents on the Job. Eligibility requirements are outlined in the policy.

If the need arises to revise the policy, the Board will notify the Associations, and the article will be reopened to the collaboration process.

ARTICLE 16

RETIREMENT

The purpose and eligibility requirements for healthcare, life, and retiree insurance benefits are outlined in Board Policy, including the administrative rules and regulations.

Professional Employees who provide early notification of their separation from the district will not be required to participate in professional development; and will not be required to attend after school activities (non-curriculum activities). Employees must give notice by February 28. The stipulations of this article begin on the date notification is provided.

ARTICLE 17 FRINGE BENEFITS

The Board agrees to offer full time professional employees fringe benefits as part of their total compensation package. The eligibility requirements and guidelines for establishing and administering the benefits are outlined in Board policy. Benefits offered by the Board shall include, but may not be limited to, life insurance and health care plans.

The Board agrees to pay 70% of the medical insurance premium for professional employees for the next year. The premiums will be paid over 24 or 26 pay periods. An annual financial assessment will be completed each year to determine the District's overall benefit strategies. This will include a review of fund balance and claim history to then determine annual adjustments of employee contributions, premiums, and/or insurance bonuses.

ARTICLE 18 USE OF PERSONAL VEHICLES

The use of personal automobiles by professional employees to transport children on approved activities shall not be required by the Board. However, if a professional employee's personal automobile is voluntarily used for approved events and the use has been authorized in writing by the appropriate supervisor, the professional employee shall be covered by the Board's limits of liability as governed by the Governmental Tort Liability Act (GTLA), T.C.A. §29-20-101. The professional employee's own liability insurance shall be primary up to the limits of the policy. The Board's coverage shall be secondary.

When a professional employee is driving a Board-owned or leased vehicle, the professional employee shall be covered under the GTLA.

ARTICLE 19 COMPENSATION

The Superintendent has agreed to revisit the Teacher Salary Schedule to strengthen and return teachers to a known published salary schedule based on experience and degrees.

Section A. All professional employees (ten (10), eleven (11) and twelve (12) month) will be compensated on a biweekly basis over 26 pay periods. Only twelve (12) month employees will accrue vacation time.

Section B. Teachers involved in supplemental activities set forth in Appendices A and B which are attached to and incorporated in this Agreement, shall be compensated within the provisions thereof.

Section C. New and Former Teachers - New teachers and former teachers will be given credit for up to 10 years of experience (up to step 10 on the new hire salary schedule). If a teacher is rehired by SCS, his or her salary will be reinstated provided he or she returns within forty-eight (48) months of the most recent separation date and has over ten (10) years of teaching experience. Teachers returning to the District beyond the forty-eight (48) month window, will be placed on the appropriate step aligning to his or her years of experience, not to exceed step 10 maximum salary for new hires.

Newly hired Teachers (or rehired Teachers) must complete the Experience Verification form in order to receive credit for prior teaching or military experience. The completed Experience Verification form and any required documentation must be submitted to the HR Compensation Office within ninety (90) days of employment start date. In the event of extenuating circumstances, the district will allow extensions to this deadline, if timely submission of documentation is at no fault of the employee. Any required or associated salary adjustments will be retroactive to the first day of employment after successful verification completion.

Section D. Professional employees who currently receive mileage reimbursement for driving personal automobiles on school business will continue to receive such reimbursement at the rate established by the Board.

Section E. Salary increases for professional employees covered by this MOU will be reviewed annually.

Section F. The Board agrees that there is not, nor will there be, any intent or directive to observers to limit the number of TEM 3, 4, or 5 teachers.

Section G. A job description and posting criteria will be developed for each leadership opportunity. Any teacher who meets the posting criteria may apply for the position(s). An interview and selection process will be implemented.

Section H. The Board and Associations shall continue to consider feedback and refine leadership opportunities within the District.

Section I. In accordance with T.C.A. §49-5-609(b), any items included in the Memorandum of Understanding that requires funding shall not be considered effective until such time as the body empowered to appropriate the funds has approved a budget that includes sufficient funding. If the amount of funds appropriated is less than the amount required to address the matters of collaborative conferencing, then the parties may continue to confer to reach an agreement within the amounts of funds appropriated.

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**ARTICLE 20
LENGTH OF AGREEMENT**

This Memorandum of Understanding shall be effective November 1, 2022 and shall remain in effect for three (3) years from the date of approval by the Board of Education.

Executed on this 1st day of November, 2022

PECCA Committee

Print Name
Dr. Anntiniee Napper
Jesse K. Jeff
Charlotte Fields
Gloria L. Williams
ERIKA SUBARMON
Raquel Williams

Signature
Dr. Anntiniee Napper
Jesse K. Jeff
Charlotte Fields
Gloria L. Williams
Erika Subarmon
Raquel Williams

APPENDIX A
High School and Middle School Athletic Stipends

Program	Min	Mid	Max
High School			
Athletic Director			
	\$1,021.00	\$1,065.50	\$1,193.00
Football			
Head	\$2,095.00	\$ 2,459.00	\$ 3,563.00
Assistant	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Basketball			
Head (Boys' and Girls')	\$ 2,095.00	\$ 2,459.00	\$ 3,563.00
Assistant (Boys' and Girls')	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Baseball			
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Assistant	\$ 703.00	\$ 725.00	\$ 819.00
Softball			
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Assistant	\$ 703.00	\$ 725.00	\$ 819.00
Track			
Head (Boys' and Girls')	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Assistant (Boys' and Girls')	\$ 703.00	\$ 725.00	\$ 819.00
Volleyball			
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Assistant	\$ 703.00	\$ 725.00	\$ 819.00
Cheerleader			
Sponsor	\$ 690.00	\$ 791.50	\$ 917.50
Golf			
Boys' and Girls'	\$ 358.00	\$ 397.00	\$ 518.00
Tennis			
Head Boys' and Girls'	\$ 358.00	\$ 397.00	\$ 518.00
Swimming			
Head Boys' and Girls'	\$ 354.00	\$ 372.00	\$ 415.00
Cross Country			
Head Boys' and Girls'	\$ 431.00	\$ 451.00	\$ 518.00
Wrestling			
Head	\$ 431.00	\$ 919.00	\$ 2,372.00
Track			
Head (Boys' and Girls')	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Assistant (Boys' and Girls')	\$ 703.00	\$ 725.00	\$ 819.00

APPENDIX A
High School and Middle School Athletic Stipends

Soccer			
Head (Boys')	\$ 660.00	\$ 964.00	\$ 1,985.00
Head (Girls')	\$ 660.00	\$ 964.00	\$ 1,985.00
Bowling			
Head (Boys' and Girls')	\$ 358.00	\$ 397.00	\$ 518.00

Middle School			
Athletic Director			
	\$ 813.00	\$ 843.00	\$ 947.00
Football			
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Assistant	\$ 824.00	\$ 1,001.00	\$ 1,529.00
Basketball			
Head (Boys' and Girls')	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00
Assistant	\$ 824.00	\$ 1,001.00	\$ 1,529.00
Baseball			
Head	\$ 703.00	\$ 725.00	\$ 819.00
Assistant	\$ 348.00	\$ 358.00	\$ 409.00
Golf			
Boys' and Girls'	\$ 275.00	\$ 285.00	\$ 294.00
Softball			
Head	\$ 703.00	\$ 725.00	\$ 819.00
Assistant	\$ 348.00	\$ 358.00	\$ 409.00
Volleyball			
Head	\$ 655.00	\$ 677.00	\$ 767.00
Assistant	\$ 354.00	\$ 362.00	\$ 409.00
Track			
Head (Boys' and Girls')	\$ 703.00	\$ 725.00	\$ 819.00
Assistant	\$ 348.00	\$ 358.00	\$ 409.00
Cheerleader			
Sponsor	\$ 564.50	\$ 661.50	\$ 726.00
Soccer			
Head (Boys')	\$ 497.00	\$ 509.00	\$ 526.00
Head (Girls')	\$ 497.00	\$ 509.00	\$ 526.00

APPENDIX B
Academic Stipends

Program	Min	Mid	Max
High School			
Band Director			
	\$1,047.50	\$ 1,229.50	\$1,781.50
Drama/Speech			
Head	\$89.50	\$ 214.50	\$ 593.50
Yearbook			
Sponsor	\$ 89.50	\$ 91.00	\$ 103.00
Telecommunications			
	\$ 1,016.50	\$ 1,193.50	\$ 1,728.50
Honor Society			
	\$ 300.00		
HOSA			
	\$ 300.00		
Student Council			
	\$ 300.00		
Choir			
Director	\$ 89.50	\$ 184.00	\$ 470.50
Middle School			
Band Director			
	\$ 628.00	\$ 788.50	\$ 1,268.50
Yearbook			
Sponsor	\$ 71.50	\$ 74.50	\$ 86.50
Choir			
Director	\$ 71.50	\$ 74.50	\$ 86.50
Honor Society			
	\$ 300.00		
HOSA			
	\$ 300.00		
Student Council			
	\$ 300.00		

**APPENDIX C
GRIEVANCE FORM**

Case # Click or tap here to enter text.

Association: Click or tap here to enter text.
here to enter text.

UniServ Director's Name: Click or tap

Association Representation Desired:

Professional Employee Name Click or tap here to enter text.
to enter text.

Location Click or tap here

Assignment

Job Title, Grade(s), and Subject(s)

Grievance Discussion

Date of alleged violation Click or tap to enter a date.
enter a date.

Date violation filed Click or tap to

Nature of violation _____

Specific provision(s) violated _____

Specific relief sought _____

Association Representation Desired:

Yes ☐ No ☐

Signature of Employee

Step 1

Date of violation Click or tap to enter a date.

Date grievance filed Click or tap to enter a date.

Nature of grievance _____

Specific provision(s) violated _____

Specific relief sought _____

Yes ☐ No ☐

Signature of Employee

Disposition by Principal or Manager

Date received Click or tap to enter a date. Date of Meeting Click or tap to enter a date.

Response _____

Signature of Principal/Manager _____ Click or tap to enter a date.
Date

Grievance resolved:

Yes ☐ No ☐

Appealed to Step 2 Yes ☐ No ☐

Signature of Employee and/or Association Representative _____ Click or tap to enter a date.
(Date)

Step 2

Disposition by Instructional Leadership Director (ILD) or Director

Date received Click or tap to enter a date. Date of Meeting Click or tap to enter a date.

Response _____

Signature of Assistant Superintendent/Director _____ Click or tap to enter a date.
Date

Grievance resolved:

Yes ☐ No ☐

Appealed to Step 3 Yes ☐ No ☐

Signature of Employee and/or Association Representative _____ Click or tap to enter a date.
(Date)

Step 3

Disposition by Superintendent or Designated Representative

Date received Click or tap to enter a date. Date of Meeting Click or tap to enter a date.

Response _____

Signature of Superintendent's Designee

Click or tap to enter a date.

Date

Grievance resolved:

Yes ☐ No ☐

Appealed to Step 4 Yes ☐ No ☐

Signature of Employee and/or Association Representative

Click or tap to enter a date.

(Date)

Request for arbitration due: _____

Date Click or tap to

enter a date.

Request submitted: _____

Date Click or tap to

enter a date.

List of arbitrators received: _____

Date Click or tap to

enter a date.

Selection Due: _____

Date Click or tap

to enter a date.

Selection Made: _____

Date Click or tap to

enter a date.