

## **Memorandum of Understanding between the Knox County Board of Education and the Knox County Education Association**

In accordance with Tennessee Code Annotated 49-5-608 and 49-5-609, nine (9) representatives of the Knox County Education Association serving the Knox County Schools Professional Employees and nine management (9) representatives of the Knox County Board of Education have engaged in collaborative conferencing. Pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), the scope of conferencing was limited to the following: salaries or wages, grievance procedures, insurance, fringe benefits, working conditions, leave and payroll deductions. This memorandum of understanding memorializes and records the understanding reached by the Board of Education and its professional employees as to the terms and conditions of professional service.

### **SALARY AND BENEFITS**

#### **SALARY AND WAGES**

- a. The Knox County Board of Education approves and allocates the budgetary resources (that is, Defines how budgetary resources will be spent), and the Knox County Commission appropriates budgetary resources (authorizes funding and the collection of taxes to generate appropriate revenue), after considering the recommendation of the Knox County Mayor.
- b. From the fiscal year 2014-15 through 2016-17, pending approval, allocation, and appropriation of adequate budgetary resources, the Knox County Schools will increase average base compensation for professional employees by a minimum of 4 % annually.
- c. The salary schedule (Appendix A) that was in effect in the 2014-15 school year shall remain in effect through the 2016-17 school year; granted however, that the Knox County Board of Education shall have the flexibility, if they decide it is in the best interests of high quality public education, to add additional means to earn additional compensation. Nothing in this agreement shall preclude the Knox County Board of Education from developing additional policies, strategies, and/or

structures to meet their differentiated pay requirement under Tennessee law.

d. This agreement expressly recognizes that Knox County Schools' professional employees are compensated (in terms of both salaries and benefits) at levels which are below the averages of comparable and competitive systems in Tennessee. The Knox County Board of Education, its administration, and its professional employees hereby join in committing to resolving the problem of sub-average compensation by taking the following action (and such other action which may be necessary), with the explicit goal of raising Knox County Schools' professional employees' compensation to levels which are at least the averages of comparable and competitive systems in Tennessee:

Establish a Long-Run Compensation Improvement Team (consisting of at least two (2) professional employees and at least two (2) Board designees) which will:

- i. prepare a detailed report that compares Knox County Schools' professional employee compensation to that of employees of comparable and competing school systems in Tennessee;
- ii. make live presentation(s) of said report to the Knox County Commission and to state legislators from Knox County;
- iii. make said report (updated as appropriate) a prominent, accessible feature of Knox County Schools' internet media presence for as long as the sub-average compensation situation persists;
- iv. make said report (updated as appropriate) available to local media at least once per year as part of the Superintendent's annual budget proposal for as long as the sub-average compensation situation persists; and
- v. develop strategies for compensation improvement and recommend said strategies to stakeholders for action.

e. The Knox County Board of Education, its administration, and its professional employees hereby join in committing to establishing as our goal that either average teacher base pay will be one of the top 20 school systems in Tennessee or average teacher base pay will increase 20% by 2020.

f. The Knox County Board of Education, its administration, and its professional employees hereby join in committing to establishing a joint committee to explore and discuss ways to ensure high standards of performance for all professional employees.

## INSURANCE

### Health

The Knox County School Board will continue to offer health coverage through the state group insurance program or comparable health coverage. Currently the board offers three state plans: Partnership PPO, Standard PPO, and Limited PPO. As the board continues to offer health coverage, it will do the following:

1. maintain at least the current dollars paid by the Board as an employer contribution to health insurance premiums (per plan);
2. articulate the Board's interest and goal to maintain its current percentages of coverage unless fiscally infeasible; and
3. commit to an annual conversation with the professional employees' representatives about how best to allocate the resources that may be available for health insurance (subject to Board approval). The collaborative team (or their designees) will reconvene annually for this purpose if requested by either party by October 1 of each year.<sup>4</sup>

## GRIEVANCE PROCEDURES

A. A professional employee who believes that the terms of this Memorandum of Understanding (MOU) has been violated, may file a grievance to request for the remedy or redress of the situation.

### Definitions

Professional Employee- Any person employed in the Knox County Schools in a position that requires a license issued by the Tennessee Department of Education for service in public elementary and secondary schools of the State of Tennessee, but shall not include any member of the management team, as defined in Tennessee Code Annotated (TCA) 49-5-602.

Memorandum of Understanding (MOU) Grievance- An allegation by a professional employee that there has been a violation of the terms of the Memorandum of Understanding between the professional employees and the Knox County schools Board of Education. This is not a grievance of evaluation as defined by in Tennessee State School of Board policy 5.201.

Immediate Supervisor- The principal or, in the case of one not under the authority of a principal, the professional employee's immediate supervisor.

Day-The reference to day is a business day. If a due date is a day that for any reason Knox County Schools' Central Office is closed, the due date shall be next day Knox County Schools' Central Office is open.

#### B. Informal Grievance Discussion

Before filing a Step I written MOU grievance, the professional employee shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the MOU grievance informally. If the MOU grievance is with the immediate supervisor, the professional employee shall first discuss the matter in good faith with the Director of Human Capital Strategy in the Human Resources Department. The time limit for filing an MOU grievance is fifteen (15) days. In this informal meeting, the grievant orally shall advise their immediate supervisor that the professional employee is giving notice of an MOU grievance, shall cite the particular section(s) of the MOU which allegedly was/were violated, and shall state the relief sought. The informal discussion shall be documented on a Professional Communication Record. However, these statements shall not restrict the grievant in any way should he choose to proceed to formal step I.

The immediate supervisor and/or Director of Human Capital Strategy shall have fifteen (15) days after the informal meeting to hold a second informal meeting and respond orally to the

grievant. The informal discussion shall be documented on a Professional Communication Record. No action taken at this level by either party shall be deemed to establish past practice, custom, precedent, or usage as to any other circumstance or occurrences in the past, present, or future.<sup>5</sup>

#### C. Step I: Immediate Supervisor

1. If the informal action does not resolve the problem satisfactorily, the grievant shall have the right to lodge a written MOU grievance with his immediate supervisor and to the Director of Human Capital Strategy in the Human Resources Department. The written MOU grievance must be submitted within fifteen (15) days following the response of the immediate supervisor in the informal action.

i. MOU Grievance forms will be provided on the district Human Resources internet site, currently <http://knoxschools.org/Domain/1034>.

ii. MOU Grievances may be submitted in other formats as long as all required components are included.

2. Required components of grievance:

i. Educator's name, position, school/assignment, and additional title, if any

ii. Name of the educator's immediate supervisor

iii. Article(s) and Section(s) Violated

iv. Violation Date

v. Facts upon which MOU grievance is based

vi. Relief or remedy sought

vii. Grievant's signature and date

3. Failure to state educator's name, position, and school/assignment, specific articles and sections violated, facts upon which MOU grievance is based, and grievant's signature and date shall result in the MOU grievance being considered improperly filed and invalid.

4. After receiving the MOU grievance, the immediate supervisor shall:

i. Examine the documentation presented by the grievant and such other

documentation as may be relevant and available;

ii. If necessary, contact observers and other relevant parties to gather additional information;

iii. Communicate a decision, in writing, to the grievant, including the results of the investigation and any recommended corrective action, within fifteen (15) days of receipt of the MOU grievance, providing the grievant with the opportunity to accept the corrective action and end the grievance process, to accept the corrective action and continue the grievance process, or refuse the corrective action and continue the process.

iv. At the immediate supervisor's discretion, he/she may remedy or redress the situation on behalf of the grievant.

#### D. Step II- Director of Schools or Designee

1. If the MOU grievance is not settled in step I, the grievant shall have fifteen (15) days following the receipt of the Step I decision to appeal to the Director of Schools or her/his designee.

2. Upon receipt of the appeal, the Director of Schools or her/his designee shall within thirty (30) days do the following: 6

i. The Director of Schools or her/his designee, based on a review of the record, may:

a. Schedule an informal meeting to have a discussion with the grievant, if appropriate, schedule to hear facts, allegations, and testimony by witnesses as soon as practical.

b. Affirm or overturn the decision of the immediate supervisor with or without an informal meeting with the grievant.

ii. Convey the decision based on the review of the record to the grievant in writing.

3. If an informal meeting is granted, the Director of Schools or her/his designee will:

i. Hold an informal discussion with grievant, or, if appropriate, schedule to hear facts, allegations, and testimony by witnesses as soon as practical;

ii. Allow an attorney or a representative to speak on behalf of the professional

employee;

iii. Communicate a decision, in writing, to the grievant, including the results of the investigation and any recommended corrective action, within thirty (30) days of receipt of the grievance, providing the grievant with the opportunity to accept the corrective action and end the grievance process, to accept the corrective action and continue the grievance process, or refuse the corrective action and continue the process.

iv. At the Director of Schools'/designee's discretion, he/she may remedy or redress the situation on behalf of the grievant;

#### E. Step III – Local Board of Education

1. Educators may request a hearing before the Board of Education by submitting a written MOU grievance and all relevant documentation to the Board of Education no later than fifteen (15) days after the notification of the decision rendered in Step II.

2. The Board of Education, based on a review of the record, may:

i. Grant or deny a request for a full Board hearing;

ii. Affirm or overturn the decision of the Director of Schools with or without a hearing.

3. If a hearing is granted, the Board will:

i. Hold such hearing no later than forty-five (45) days after the receipt of a request for a hearing;

ii. Allow an attorney or representative to represent the grievant before the Board;

iii. Give written notice of the time and place of the hearing to the grievant, the Director of Schools;

iv. Communicate its decision, in writing, to all parties no later than thirty (30) days after the conclusion of the hearing.

v. The written communication should include the findings and any recommended corrective action, and provide the grievant with the opportunity to accept the corrective action.

4. All decisions shall be rendered within ninety (90) days of the receipt of the written MOU grievance in Step III. 7

5. The Board of Education shall serve as the final step for all MOU grievances.

6. MOU Grievance information will be kept outside of personnel files if legally possible.

## WORKING CONDITIONS

### WORKING HOURS

#### A. Working Days

1. Professional employees shall be on duty at least seven and forty-five ( $7\frac{3}{4}$ ) clock hours each day.

2. Professional employees shall be at their place of assignment at times designated by their principals or immediate supervisors.

3. Additional time may be required by the principal when necessitated by the needs of the system or requirements of the job. Additional time is interpreted to include faculty meetings, in-service programs, committee meetings, general meetings, conferences, school-sponsored activities, and other extra duties before and after school.

4. All professional employees shall be provided each day with a lunch period during which they shall not have assigned duties. The lunch period for each professional employee shall be at least the same amount of time as that allowed for students.

5. Planning time shall consist of  $2\frac{1}{2}$  hours each week during which professional employees have no other assigned duties or responsibilities other than planning for instruction. The  $2\frac{1}{2}$  hours may be divided on a daily or other basis. Duty-free planning time shall not occur during any period that professional employees are entitled to duty-free lunch.

#### B. Meetings

1. Professional employees shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Faculty meetings scheduled by the principal for the efficient operation of the school shall

begin no later than fifteen minutes after the close of the students' school day and shall last no longer than approximately one hour except in cases of emergency as determined by the principal.

2. Notice shall be given to involved professional employees at least one day prior to the meeting, except in cases of emergency.

3. Association business shall not be a part of the faculty meeting, but may be conducted following the close of the faculty meeting. Professional employees not wishing to remain for the Association business session shall not be required to remain.

4. Other meetings scheduled for in-service training, professional growth or any other training the principal deems necessary for the efficient operation of the school or required by state law or board policy shall not be subject to faculty meeting time regulations.<sup>8</sup>

#### C. Administrative Prerogative

Any immediate supervisor shall have the right to extend to professional employees under his supervision courtesies and special privileges and/or dispensations so long as all professional employees of his staff are treated equitably. Prior to such courtesies and special privileges being taken, the immediate supervisor or designee must give approval. If a supervisor determines that an individual has abused a grant of special privilege, the supervisor may decline to extend further courtesies and special privileges. Complaints relating to this section are not subject to the grievance procedure.

#### PERSONNEL FILES

A. The Director of Schools or his designee(s) is authorized to maintain personnel records and to permit inspection of the same. The school system shall maintain active professional employee's personnel files at the system's central office. The following personnel records shall be maintained for all professional employees as appropriate:

1. Employee applications (Predated 2009);
2. Documents required by state and federal laws and regulations;
3. Commendations awarded by the Board of Education, Director of Schools,

Supervisor or any state national professional organization;

4. Any written disciplinary document, including, but not limited to, conference of concern, written reprimand, administrative leave documents, Tell Your Side responses, employment notices generated as part of employment with Knox County Schools.

B. The following guidelines shall be followed:

1. Information contained in personnel records shall be limited to job-related matters;

2. The Director of Schools shall be responsible for notifying all professional employees of the types of records kept and uses made of such records;

3. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in a professional employee's personnel file.

4. Professional employees shall be provided a copy of disciplinary material (except for material considered confidential by law) that is placed in their records. Professional employees shall also have the right to prepare a written response to the material, which shall be attached to the material and become a part of the records.

5. Professional employee records are public records, except for matters deemed confidential by law, and shall be open for inspection during regular business hours. The individual making the request for records shall present a photo ID before any records are made available. Knox County Schools will make a personnel file 9 requested for view available within 48 hours of the request. Multiple record requests may take longer.

6. In accordance with federal law, the district shall release information regarding the professional qualifications and degrees of professional employees and the qualifications of paraprofessionals to parents upon request for any professional employee or paraprofessional who is employed by a school receiving Title I funds and who provides instruction to their child at that school.

7. A record of the person inspecting and the date of inspection shall be kept and an

attempt will be made to notify the professional employee by phone and email. The professional employee has the right to be present (except those conditions listed in item B8), but is not required to be present.

8. The superintendent, board members, need-to-know central office staff, the employee's principal or prospective principal, and/or supervisor, or prospective supervisor may view a personnel file without the professional employee being notified or present. Persons presenting a subpoena, a lawful order of a court of competent jurisdiction, or other lawful order issued in accordance with the provisions of Tennessee Code Annotated, Title 10, Chapter 7, may view a personnel file without the employee being notified or present.

9. Copies of records not deemed as confidential may be made under rules determined by the Director of Schools.

C. No anonymous material shall be maintained in a professional employee's personnel file.

D. The Board and its administration hereby affirm their intent to handle all matters involving professional employees' records in such a manner as to afford professional employees the maximum measure of due process that circumstances may allow.<sup>10</sup>

## LEAVE

### EMERGENCY LEAVE

An immediate supervisor may grant a professional employee emergency leave during the workday for sudden, unexpected occurrence demanding immediate attention. Knox County School Board of Education Policy Emergency and Legal Leave (GBRHA) Issued July 1995 and revised May 2008 shall be followed.

### LEGAL LEAVE

When a professional employee is summoned for jury duty, he/she shall be granted leave. Knox County School Board of Education Policy Emergency and Legal Leave (GBRHA) Issued July 1995 and revised May 2008 shall be followed.

If a professional employee appears in court because of a personal interest, whether as a plaintiff,

defendant or witness or voluntarily appears on behalf of family or friends, or when a professional employee is required to appear in court either as a defendant or plaintiff in a civil case, personal leave or leave without pay shall be granted in accordance with Knox County School Board of Education Policy Emergency and Legal Leave (GBRHA) Issued July 1995 and revised May 2008.

#### LONG-TERM LEAVE OF ABSENCE

Professional employees in regular, temporary, or interim positions shall be granted leave without pay for the following: military service, legislative service, maternity, adoption, recuperation of health or visitation of a spouse, child or parent deployed for military duty out of the country who has been granted rest and recuperation leave and education improvements or other sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits. Knox County School Board of Education Policy Long-Term Leaves of Absence (GBRI) Issued July 1995 and revised October 2008 shall be followed.

#### SICK LEAVE

Sick leave shall be granted to a professional employee for the following: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Knox County School Board of Education Policy Sick Leave (GBRHB) Issued July 1995 and revised May 2008 shall be followed.<sup>11</sup>

#### PERSONAL AND PROFESSIONAL LEAVE

Professional employees shall earn personal and professional leave at the rate of one day for each

half year employed for a total of two (2) days per year. Knox County School Board of Education Policy Personal and Professional Leave (GBRHE) Issued July 1995 and revised May 2008 shall be followed.

#### FAMILY AND MEDICAL LEAVE

Professional employees who have been employed for at least twelve (12) months by the Board and anyone who has at least 1,250 hours of service during the previous twelve month period are

entitled to take reasonable leave according to current Knox County School Board of Education Policy Family and Medical Leave (GBRIC) Issued July 1995 and revised May 2008.

#### MILITARY LEAVE

Professional employees who are members of any reserve component of the Armed Forces of the United States shall be granted leave of absence for all periods of military service during which they are engaged in the performance of duty or training in the service of the state or the United States. Knox County School Board of Education Policy Military Leave (GBRID) Issued June 2000 and revised May 2008 shall be followed.

#### LEGISLATIVE LEAVE

Professional employees who have been elected to state or local law-making bodies shall be granted two (2) days per month with pay while on contract for the time those law-making bodies are in official session or while attending official meetings outside the session. Knox County School Board of Education Policy Legislative Leave (GBRIE) Issued June 2000 and revised May 2008 shall be followed.

#### ASSOCIATION LEAVE

A professional organization receiving fifteen (15) percent or more of the professional employees' poll to represent them as defined by the Professional Educators Collaborative Conferencing Act of 2011 may request at the beginning of each school year to purchase up to 25 leave days on an as-need basis as determined by the professional organization. These days are to be used by professional employees of that organization to participate in non-political business of the organization. The Director of Schools will have the final decision to grant the request. The cost to the requesting organization will be the cost of a substitute at the time of the request. A maximum of 5 association leave days may be granted within a school year to any one professional employee.

A professional employee shall be granted upon request a leave of absence for the purpose of serving as a full-time chief executive officer of a professional organization receiving fifteen (15) 12 percent or more of the professional employees' poll to represent them as defined by the Professional Educators Collaborative Conferencing Act of 2011. Such leave is without pay and

may be renewed on a year-to-year basis not to exceed four (4) years. The professional employee shall be returned to a comparable position within KCS.

#### BEREAVEMENT LEAVE

Per occurrence, up to two (2) days of paid bereavement leave shall be granted to professional employees. The days do not accrue and may not exceed ten (10) days per school year. If additional days are needed, up to three (3) days of other leave (sick, personal, or unpaid) may be used. Bereavement leave applies to death of the professional employee's spouse, parent, child, grandparent, grandchild, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law. In extraordinary circumstances additional days due to bereavement may be requested through the Director of Schools' office. The days may be sick, personal, or unpaid.

Professional employees may be required to provide appropriate documentation. Permanent, cumulative bereavement leave records for each active employee shall be kept in the Human Resources office.

#### RELIGIOUS LEAVE

Each professional employee may receive leaves of absence, up to a maximum of two (2) days per year, for the observance of an established religious rite or ordinance. The Director of Schools will have the final decision to grant or deny the request, and the final decision shall not be subject to the grievance procedure.

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#### Duration:

The provisions of this agreement will be binding on the Parties for a period of three years from the date of its approval by the board of education as an item on the agenda of a regular or special called board meeting. Either the professional employee team or management team may open collaborative discussions on articles in this memorandum of understanding regarding insurance and fringe benefits all or in part by requesting each year to open collaborative discussions by October 1 of each school year or within 30 days after the allocation of additional budgetary resources. All other articles in this memorandum of understanding may

be opened for collaborative discussions when both the professional employee representatives and

school board management personnel deem it in the best interest of Knox County Schools.

Witness the authorized signatures in behalf of Management Team and the Professional Employees' on the day date set out below.

School Board Management Personnel/date Professional Employees Representatives/date

This Memorandum of Understanding was approved by the Knox County Schools Board of Education at a meeting on \_\_\_\_\_.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Director of Schools

#### APPENDIX A

#### TEACHER COMBINED STATE AND LOCAL SCHEDULE

Knox County Schools

Combined State and Local Teachers' Salary Scale\* - 2014 - 2015

Step Bachelor Master MS + 30 semester hours EDS Doctor

0	\$35,385	\$37,700	\$39,880	\$40,665	\$43,715
1	\$36,700	\$39,055	\$41,235	\$42,000	\$45,525
2	\$36,915	\$39,270	\$41,455	\$42,215	\$45,835
3	\$37,750	\$40,075	\$42,295	\$43,010	\$46,190
4	\$38,235	\$40,635	\$42,790	\$43,575	\$46,855
5	\$38,915	\$41,385	\$43,550	\$44,270	\$47,990
6	\$39,640	\$42,160	\$44,325	\$45,055	\$49,710
7	\$40,475	\$43,040	\$45,200	\$45,965	\$50,990
8	\$41,510	\$44,125	\$46,265	\$47,060	\$52,860
9	\$42,305	\$44,950	\$47,120	\$47,930	\$53,200
10	\$43,050	\$45,740	\$47,930	\$48,710	\$53,520
11	\$44,020	\$46,720	\$48,940	\$49,675	\$54,230

12	\$44,885	\$47,595	\$49,795	\$50,605	\$54,895
13	\$45,790	\$48,580	\$50,785	\$51,545	\$55,610
14	\$46,675	\$49,500	\$51,680	\$52,465	\$56,285
15	\$47,845	\$50,705	\$52,885	\$53,680	\$57,180
16	\$48,500	\$51,360	\$53,540	\$54,330	\$57,935
17	\$49,205	\$52,075	\$54,255	\$55,055	\$58,735
18	\$49,855	\$52,730	\$54,905	\$55,705	\$59,490
19	\$50,550	\$53,430	\$55,635	\$56,425	\$60,300
20	\$52,290	\$55,170	\$57,370	\$58,170	\$61,260

\*This scale is for certified teachers for a school term of 200 days.

\*This salary scale includes any increases incorporated in the Tennessee Dept. of Education State BEP annual salary schedule for certified

teachers. In addition, local salary contributions are included in this schedule in accordance with TCA 49-3-306.

\*rounded to nearest \$5