

2019-2022 Memorandum of Understanding

Revised February 2021

An Agreement between the

Board of Education



And the

Blount County Education Association



SALARIES

Annual salary agreements are subject to full budgetary funding by the Blount County Commission.

Based on agreement of the Collaborative Conferencing Teams, the beginning teacher salary will be \$40,011 for school year 2021-2022, with steps paid according to an assigned index as documented in the attached salary schedule. All teachers will be assigned to the appropriate step on the schedule based on years of experience as documented by the State Department of Education and/or certified by the payroll office.

For Fiscal Years 2020, 2021, and 2022, a Longevity Step of \$8,000 will be provided to teachers who qualify to retire under one of the following provisions by June 30 of the following year:

- ☐ 30 years of service with the State of Tennessee, with 10 years of consecutive service with Blount County Schools

OR

- ☐ 60 years of age, with 10 years of consecutive service with Blount County Schools

Teachers who qualify by the following June 30 and wish to participate in the longevity step must file an intent to participate with the Office of Human Resources by April 30 of the preceding year.

WORKING CONDITIONS

Teacher Workload

The Association and the Board of Education recognize the valuable contributions teachers make to schools and to the community in general. Teachers are expected to devote the time necessary to meet their professional responsibilities. Uncompensated extra-hour duties will be fairly and equitably distributed. Administrators should make every effort to limit uncompensated extra-hour duties to less than six hours per month including faculty meetings. Systemwide teachers that serve students in multiple buildings shall have extra-hour duties distributed by the amount of time the teacher is assigned to each

building. For example, assignment to one building for two days would equate to 2/5 of extra-hour duty time for that building.

Teacher Workday

Teachers will report for duty fifteen minutes before the start of the student school day and remain in the building for fifteen minutes after. Principals may approve exceptions for extenuating circumstances. Principals may adjust the teacher schedule by five minutes either before or after the student day to support the effective operation of the school. Teachers are not required to report for duty on Saturday or Sunday. Teachers are not required to clock in or out by hours and minutes. Every effort will be made to provide and protect uninterrupted instructional time.

Meetings

Building principals shall distribute a schedule of regularly scheduled faculty meetings at the start of each school year. Principals will make every effort to begin faculty meetings within fifteen minutes after student dismissal and limited to approximately one hour or less. Meetings shall not be scheduled for Friday, the day before a holiday, or held in the event of an early dismissal. Principals may approve exceptions for extenuating circumstances. Whenever possible, information shall be disseminated or collected in lieu of a meeting. Systemwide teachers (e.g. Elementary Counselors and Art, Music, and Physical Education Teachers) and their building principals shall develop a mutually acceptable schedule of faculty meeting attendance.

Professional Development

Professional Development credit shall be provided to teachers that participate in instructionally-focused opportunities provided by the state or national association shall receive optional professional development credit equal to the amount of time spent in professional meetings.

Building Level Personnel Files

Teachers shall be notified before any disciplinary materials are placed in building-level personnel files. The teacher shall have the opportunity to sign any document(s) of a disciplinary nature. The signing of a document(s) does not necessarily constitute agreement. In addition, teachers shall have the opportunity to respond in writing. No anonymous information or accusations shall be placed in a building-level personnel file. Upon the request of the teacher, materials no longer relevant to the teacher's performance may be purged by mutual agreement between the teacher and building administrator.

Planning Time

All teachers shall be provided with duty-free planning periods during the instructional day. A minimum of 2.5 hours individual planning time shall be provided each week during which teachers shall have no other assigned duties or responsibilities, besides planning for instruction. The 2.5 hours per week may be divided on a daily basis but shall be in periods of no less than 30 minutes. Duty-free planning periods shall not occur during any period that teachers are entitled to duty-free lunch. Principals will make every effort to ensure that teachers in the same building have equitable planning time. Teachers shall not be required to substitute during planning periods except in emergency situations, which shall be distributed equitably.

LEAVE

Sick

Sick leave may be taken in half-day increments.

The Board of Education will maintain a sick leave bank for teachers.

Personal

Teachers shall be provided two days per year of personal leave.

Teachers with five or more years of continuous service with Blount County Schools shall be granted one additional day of personal leave.

Teachers with ten or more years of continuous service with Blount

County Schools shall be granted two additional days of personal leave. Teachers with fifteen or more years of continuous service with Blount County Schools shall be granted three additional days of personal leave. All unused personal leave days will roll to sick leave at the end of the school year.

Professional

Professional leave may be granted to teachers as needed based on district and school level goals.

Bereavement

Teachers shall be granted two days of bereavement per occurrence for the death of the following: spouse, child, parent, grandparent, grandchild, sibling, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law. Additional days needed for bereavement period may be taken as sick, personal, or unpaid.

Association

When possible, Association Leave requests shall be submitted in writing to the Office of Human Resources five business days prior to the start of the leave.

A one-year leave of absence shall be granted to the executive officer elected by the Association upon request. If an association member is elected to serve in a state or national association position, leave shall be granted comparable to the term to be served. Association shall provide the salary and benefit contributions. Officer will return to Blount County Schools at the same status prior to leave.

Sabbatical

A certified employee shall be entitled to request one year of unpaid sabbatical leave every seven years for studying, travel, or other reasons of value. Requests must be made in writing to the Office of Human Resources by June 1 prior to the year of requested leave. The

employee will not be eligible for benefits during the sabbatical leave period. The employee shall inform the Office of Human Resources by June 1 of the following year regarding intent to return or intent to resign.

Long-Term Medical

A medical leave of absence for up to two years shall be granted upon application for the purpose of recuperation of health, and a teacher may use any and all accumulated sick leave during the medical leave of absence. A teacher requesting leave must submit written verification of the need for medical leave by a physician upon application, and if the initial application is for less than a two-year period for any extension of the leave period. Teachers on long-term medical leave are expected to reasonably cooperate in communicating their status during the leave period. The teacher will be eligible for all benefits elected by the teacher prior to the leave provided that the teacher continues to pay the employee contribution. All elected benefits will be available through the FMLA period or when all leave pay has ceased, whichever is later.

Educational Leave

After three years of service as a teacher with the school system, an educational leave of absence without pay for up to two years shall be granted to a certified employee upon application, for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. The teacher shall not be eligible for benefits during the period of leave. Requests for educational leave must be made in writing to the Office of Human Resources by June 1 prior to the year(s) of requested leave. The teacher shall inform the Office of Human Resources by June 1 of the year the employee is scheduled to return regarding intent to return or intent to resign.

DUES DEDUCTIONS

The Payroll Department will deduct dues from Association Members upon receipt of an annual authorization list, and remit those dues to the Association. Dues may be prorated for teachers that join later in

the year. Teachers that terminate membership during the school year must inform the Association in writing.

GRIEVANCE PROCEDURES

A teacher who believes the terms of this agreement or Board Policy 5.501 have been violated, may file a grievance to request for the remedy or redress of the situation. Differences of opinions arising in the course of employment should be resolved as quickly as possible and at the lowest supervisory level.

Teacher Evaluation based grievances shall follow the Tennessee Department of Education guidelines through the TEAM model.

<https://goo.gl/lm5fIU>

Grievance Guidelines are available at Blount County Board of Education Policy 5.501 <https://goo.gl/fmJrZg>

"Day" is defined as a business day.

Required components of grievance document submitted:

1. Teacher name, position, school, and assignment
2. Name of the teacher's immediate supervisor
3. Article(s) and Section(s) violated
4. Violation date
5. Facts upon which MOU grievance is based
6. Relief or remedy sought
7. Signature of grievant and date

Grievance forms will be provided on the district HR website or teachers may provide their own document to submit using above components.

<https://goo.gl/ME9Eb9>

Pursuant to TN Code 49-5-608, the Board of Education Collaborative Conferencing Committee and Representatives of the Blount County Education Association have reached agreement on salaries, leave, dues deductions, working conditions and grievance procedures.

This agreement was made and entered into on December 6, 2018, by and between the Blount County Board of Education and the Blount County Education Association. This agreement will be in effect from July 1, 2019 through June 30, 2022, and all proposed revisions will be forwarded to the Board of Education for discussion and possible action. All salary agreements are subject to annual collaboration and contingent on full budgetary funding by the Blount County Commission.

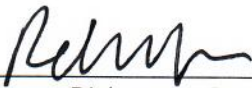
Signed:



Robbie Kirkland, Chair, Board of Education

3/4/21

Date



Rebecca Dickenson, President, BCEA

3/4/21

Date