

MEMORANDUM OF UNDERSTANDING

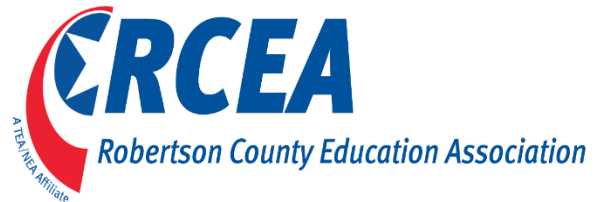
between the

Robertson County Board of Education

and the

Robertson County Education Association

Effective July 1, 2024, to June 30, 2026



Developed through a Collaborative Conferencing process as outlined in the Tennessee Professional Educators Collaborative Conferencing Act of 2011

Collaborative Conferencing Team

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ARTICLE 1 – PREAMBLE

This memorandum of understanding is made and entered into on this 10th day of June 2024 by and between the Robertson County Board of Education, hereinafter called the "Board" and the Robertson County Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS the Association and the Board recognize and declare that providing a quality education for the children of Robertson County is their mutual aim, and

WHEREAS the members of the teaching profession may provide input in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has the obligation and authority pursuant to Tennessee Code Annotated 49-5-601 through 49-5-609 to collaboratively conference with the Association as the representative of the professional employees of this district included in the unit set forth in Article II, the Recognition Clause, and

WHEREAS the parties have reached certain understandings which they desire to confirm in the agreement,

It is hereby agreed as follows:

ARTICLE 2 – RECOGNITION

A. Unit

The Board hereby recognizes the Robertson County Education Association, an affiliate of Tennessee Education Association and National Education Association, as a professional employee organization for the purpose of collaborative conferencing for its affiliated employees employed by the Board excluding those designated by the Board as "Management Personnel" pursuant to TCA 49-5-602.

B. Definitions

1. "Professional Employee" means any person employed by any local board of education in a position that requires a license issued by the Department of Education for service 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 or a retired teacher who is employed as a teacher in accordance with Tennessee Code Annotated 8-36-821.
2. "Teacher" or "Employee" means any person included in the collaborative unit. Whenever the singular is used in this agreement, it is to include the plural, and references to males will include females.
3. "Principal" means the building administrator or the appointed designee.
4. "Board" shall mean the Robertson County Board of Education or its duly authorized representatives.
5. "Association" shall mean the Robertson County Education Association or its duly authorized representatives or agents.
6. "Director" shall mean the Robertson County Director of Schools or the appointed designee.

ARTICLE 3 – MANAGEMENT RIGHTS

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school system to the extent authorized by Tennessee law provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this agreement.

ARTICLE 4 – ASSOCIATION RIGHTS

A. Use of Facilities

The Association and its members shall have the right to access areas in which professional employees work at reasonable hours for Association activities. This right includes the right to use bulletin boards, mailboxes or other communication media or institutional facilities for the purpose of holding meetings and at reasonable times as permitted by Board policy.

B. Release Time

1. The officers of the association may be released from regular duty to conduct Association business provided the following guidelines are met:
 - a. The officer requesting leave shall obtain approval from the building administrator prior to taking leave for Association business.
 - b. The current president of the Association shall coordinate the use of a maximum of fifteen (15) days total for the year and report in writing to the Director of Schools.
 - c. This report shall be submitted to the Director no later than June 1 and include the number of days used by each officer, the dates, names of substitute teachers utilized or an indication when no substitute was required.
 - d. The director will advise the Association president of the costs incurred and the president will direct the Association's reimbursement to the Board for the amount indicated.
2. Whenever any representative of the Association or any employee participates during normal school hours in negotiations, grievance proceedings, or conferences or meetings, with approval of the Director of Schools and principal, he/she shall suffer no loss in pay or benefits.

C. Right to Representation

An employee shall have the right to representation by a professional organization representative in any administrative review regarding behavior or performance that the employee reasonably believes may lead to disciplinary action against the employee.

ARTICLE 5 – GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean any claim by a grievant that there has been a violation, misinterpretation, or misapplication of the terms outlined in this memorandum of understanding; a violation of the right of the professional employee to fair treatment; or a violation, misinterpretation, or misapplication of any established written policy or practice of the Board.
2. The term "days" shall mean any day, Monday through Friday, on which schools are open during the normal school year. The first day to be counted shall begin at 8:00a.m. the day following the day on which the time limits are based. After the last day of the normal school year, a "day" shall be Monday through Friday, excluding holidays.
3. A "grievant" shall mean the professional employee filing a grievance.

B. Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

STEP 1: The grievant may present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within (6) days after receipt of the grievance. The designated association representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within six (6) days of the meeting, the grievant shall be provided with the supervisor's written response, including the reasons for decision.

STEP 2: If the grievance is not resolved at Step 1, then the grievant may refer to the Director within five (5) days after the receipt of the Step 1 answer or within five (5) days after the Step 1 meeting. The Director of Schools shall arrange with the grievant for a meeting to take place within ten (10) days of the Director's receipt of the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days after the meeting, the grievant shall be provided with the Director's written response, including the reasons for the decision.

STEP 3: If the grievance is not resolved at Step 2, the time limits expire without the issuance of the Director of Schools' written reply, the grievant may request a review by the Board within five (5) days after the employee received the written decision or within five (5) days after the time limits for Step 2 have expired. The request shall be made in writing through the Director of Schools, who attaches all related documents and forwards the request to the Board. The Board shall review the case and shall hold a hearing with the employee if requested by the grievant. This hearing will be held during the next regularly scheduled Board meeting provided the bearing request is received at least eight (8) calendar days prior to the Board meeting. Otherwise, the hearing will be scheduled at the next Board meeting. The Board shall render a decision in writing within ten (10) days

following the hearing. Copies of the decision of the Board shall be sent to the grievant and the Director of Schools.

C. Advanced Step Filing

1. If the grievant and the Director agree, Step 1 of the grievance procedure may be by-passed and the grievance brought directly to Step 2.
2. If the grievant, Director, and the Board agree, Step I and Step 2 of the grievance procedure may be by-passed, and the grievance brought directly to Step 3.

D. Representation

The Board acknowledges that no employee shall be required to discuss any grievance if the employee's representative is not present.

E. Hearing Officers

In accordance with TCA 49-5-512, it is the desire of both the Robertson County School System and the Robertson County Education Association that hearing officers used for tenured teacher Dismissal and or Suspension Hearings be impartial in deciding cases presented to them.

Hearing officers are individuals with no history of employment with the school board or director of schools and have no relationship with any board member, the professional employee, or the professional employee's representative. Hearing officers shall be selected by the director of schools from a roster provided by the Tennessee School Boards Association (TSBA).

F. Filing of Materials

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

G. No Reprisals

Neither the Board nor the administration shall take any reprisals or retaliation against an employee as the result of good faith reporting of a grievance or participation in a grievance.

H. General

1. A grievance may be withdrawn at any level without establishing precedent.
2. The Board and the administration, and the grievant shall cooperate in the investigation of any grievance.

ARTICLE 6 – DUES DEDUCTION

Pursuant to TN Public Chapter 2023-437, this article shall be suspended and not in effect beginning July 1, 2023. Pending legislative and legal actions, this article may be deleted entirely on July 1, 2026.

A. Authorization

Any teacher who is a member of the Association, or who has applied for membership, may sign up for the Association to deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be the United Teaching Professional membership enrollment form for the current school year.

B. Regular Deduction

Pursuant to the deduction authorization, the Board shall deduct one-twelfth of total dues from the regular salary check of the teacher each month for twelve months, beginning in August.

C. Pro-Rated Deduction

Deductions for teachers authorizing dues deductions after the date of the commencement of deductions as in Item B of this Article shall be appropriately pro-rated to complete payments with their final check.

D. Authorization for dues deduction by a teacher shall continue in effect from year to year unless revoked in writing to the Robertson County Education Association and the business office of the school system before August 20 of any new school year.

E. Termination of Teacher

Any teacher who authorizes payroll deduction of dues and subsequently terminates employment prior to the final deduction shall have the remaining balance deducted from his/her final paycheck. The authorization form shall have this printed on it.

F. Transmission of Dues

With respect to all sums deducted by the Board for membership dues, the Board shall remit to the Association, within ten (10) calendar days, the total amount deducted, accompanied by an alphabetical list of teachers for whom such deductions have been made. The Association agrees to advise the Board of all members of the Association in good standing from time to time and to furnish information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

ARTICLE 7 - SALARY AND BENEFITS

A. Salary

1. Salary schedules shall be made available at the beginning of each school year.
2. Ten-month professional employees shall work 180 teaching days, five (5) days in-service training. Twelve (12) days paid vacation and three (3) other days as designed by the Board. Twelve-month employees shall work 240 days with fourteen (14) days paid vacation.
3. Any year in which the state gives a bonus/raise, the Board will provide funding for all certified employees to receive such a bonus/raise as long as the bonus/raise does not exceed \$750 per certified position.

B. Extracurricular/Interscholastic Athletic Supplements

1. Percentage based on the current teacher's salary schedule. Schedules and rosters may be required to verify interscholastic athletic supplements.
 - a. Academic Supplements
 - HS Theater Production 3%
 - HS Robotics Team (3%)
 - HS Band 10%
 - Assistant HS Band OR Middle School Band 5%
 - HS Performing Chorus 4%
 - MS Performing Chorus 2%
 - MS Yearbook 2%
 - Elem. Yearbook 2%
 - b. Academic Stipends

Each principal will have a total of \$1600 of stipends to be distributed to academic leaders for approved activities. Such supplements shall be issued in \$100, \$200, or \$250 increments. The principal shall submit recommendations to the elementary, middle, or secondary supervisor for approval. Teachers serving in multiple roles shall receive no more than \$500. Approved activities may include, but not be limited to, Writing Leaders, Honor & Recognitions Leaders, Curricular Leaders, and Leadership Team Chair. Final approval rests with the departmental supervisor. Payment will be made in the June paycheck.
 - c. Athletic Supplements
 - HS Athletic Director 4%
 - MS Athletic Director 2%
 - HS Head 11-player Football 12%
 - HS Football Assistant Coaches 6%
(TSSAA Class 3A and above 5 positions; Class 1A-2A- 4 positions)
 - Junior Varsity 11-player Football Coach 6%
 - MS Head Football Coach 4%
 - MS Assistant Football Coach 2%
 - HS Head Girls Flag Football Coach 3%
 - HS Head Boys' Basketball 12%
 - Junior Varsity Boys' Basketball 4%
 - HS Head Girls' Basketball 12%

Junior Varsity Girls' Basketball 4%
 HS Assistant Boys Basketball Coach 6%
 HS Assistant Girls Basketball Coach 6%
 MS Head Boys Basketball 4%
 MS Head Girls Basketball 4%
 HS Head Baseball Coach 8%
 HS Assistant Baseball Coach 4%
 MS Baseball Coach 2%
 HS Head Softball Coach 8%
 HS Assistant Softball Coach 4%
 MS Softball Coach 2%
 HS Head Boys Soccer Coach 6%
 HS Head Girls Soccer Coach 6%
 HS Assistant Boys Soccer Coach 3%
 HS Assistant Girls Soccer Coach 3%
 MS Soccer (co-ed) 2%
 HS Cross Country Coach 4%
 MS Cross Country Coach 2%
 HS Head Wrestling Coach 6%
 HS Assistant Boys Wrestling Coach 3%
 HS Assistant Girls Wrestling Coach 3%
 HS Head Volleyball Coach 6%
 HS Assistant Volleyball Coach 3%
 MS Volleyball Coach 2%
 HS Golf 4%
 HS Track and Field 6%
 HS Assistant Track and Field 3%
 HS Tennis 4%
 HS Cheerleading 8% (3% for IA)
 MS Cheerleading 5%
 HS Bowling 3%
 HS Competitive Dance 4%

Middle School Principals shall be given 4% to distribute to head coaches of currently non-supplemented athletic programs. Principals shall distribute these funds in increments not to exceed 2% for any one sport. Such distributions shall be made with Title IX considerations and the needs and interests of their schools, communities, and students in mind. Final approval will rest with the Title IX coordinator.

d. Field Maintenance Supervisor Supplement

A one-time payment of \$1000 shall be made to the district employee performing outdoor athletic field maintenance of district-owned athletic fields. Specifications for field maintenance responsibilities will be provided by the Director of Schools or his/her designee. Such payment shall be made in the June paycheck.

The following twenty-seven (29) fields are included in this supplement:

HS Football – Game Field (all schools)

HS Football – Practice Field (ERHS, GHS, JBHS, SHS, and WHH)

HS Baseball – Game Field (ERHS, GHS, JBHS, SHS, and WHH)

HS Softball – Game Field (ERHS, GHS, JBHS, SHS, and WHH)

HS Soccer – Game Field (ERHS, SHS, and WHH only)

HS Soccer – Practice Field (GHS only)

MS Football – Game Field (CMS only)

MS Baseball – Game Field (CMS only)

MS Softball – Game Field (CMS & GMS only)

2. Ten (10) additional days per secondary counselor shall be made available to pay counselors to complete registration, records, and/or transcripts and other specified duties. Workdays shall be assigned at the discretion of the principal/Central Office staff. Additional workdays shall be paid at the same daily rate of pay as their 200-day contract.

C. Insurance

1. Currently employed (married to another Robertson County teacher) subscribers before July 1, 2004, who elect family health/hospitalization insurance 100% Board payment of the family dental premium.
2. Each Subscriber to the insurance plan will receive ninety (90%) payment by the Board and State of Tennessee for any state insurance plan.
3. A joint insurance committee, consisting of two persons appointed by the Director and two persons appointed by the Association shall be formed to study group insurance needs and make recommendations to the Board as to insurance programs and their carriers.
4. Final selection of all insurance program carriers shall be made by the Board.
5. Dental Insurance: The Board of Education will pay the full individual premium for each teacher desiring the Basic Care (Delta Premier) dental insurance or its equivalent.
6. Life Insurance
 - a. The Board will provide \$30,000 of individual life insurance. The insured may have the option to individually carry family coverage.
 - b. The Board will make available an additional \$20,000 life insurance policy for the employee to purchase at his or her sole option and expense.

D. Retirement

1. The Board will honor teachers with twenty (20) years or more of Robertson County teaching service upon their retirement from county employment. Retirees will receive a \$12,000 life insurance policy with death benefit paid to the teacher's estate.
2. The Board shall match the state paid health insurance premium schedule (family or individual policy) for retirees hired for the first time before July 1, 2015, according to

the following scale. This is only available to retirees who immediately enter retirement upon separation from the Robertson County Board of Education. This benefit is not applicable to any retiree who subsequently becomes employed by another local education agency or charter school.

- 45% for 25 or more years of Robertson County experience
- 35% for 20 through 24 years of Robertson County experience
- 25% for 15 through 19 years of Robertson County experience

E. Payroll Deductions for Investments

The Board will provide payroll deduction for professional employees for tax sheltered annuity and for programs and companies approved jointly by the Association and Board upon receipt of authorization signed by the employee and billing by the insurance company, annuity company, and/or billing agent involved.

F. Payroll Distribution

Upon appropriate written authorization from the professional employee, the Board shall transmit the teacher 's payroll warrant to any accepting financial institution.

G. Method of Payment

Professional employees except those with less than one month of service shall receive twelve months' pay distribution with the first paycheck being issued on August 25th. All subsequent pay days will also be on or before the 25th of each month.

ARTICLE 8 - TEACHING HOURS AND LOADS

A. Teaching Hours

1. Instructional Days

The in-school workday shall consist of seven (7) hours and thirty (30) minutes.

2. Arrival and Departure Time

The arrival and departure schedule for each school shall be distributed annually.

3. Duty Free Lunch Period

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

4. Inclement Weather

On days when schools dismiss early for inclement weather, the dismissal time for teachers and staff shall be the responsibility of the principal. Unless otherwise announced by the Director, the principal shall use his/her judgment as to the proper time to dismiss teachers. The dismissal time for teachers shall be the same as the regular number of minutes following the student dismissal. Appropriate staff shall be maintained to properly supervise and ensure the safe dismissal of all students. Unless otherwise announced by the Director, when school is late due to inclement weather teachers shall report at the same number of minutes prior to the scheduled arrival of students on a regular school day.

B. Additional Hours

1. Bus Duty

No teacher shall be required to have early/late bus duty more than an average of thirty (30) minutes per week beyond the approved, regular school day.

2. Faculty Meetings

a. Teachers may be required to remain after the regular workday, without additional compensation, for the purpose of attending faculty meetings. Such meetings shall begin no later than ten (10) minutes after the student dismissal time and shall last for no more than sixty (60) minutes. Meetings shall not be called on Fridays or any day immediately preceding any holiday or other day upon which teacher attendance is not required at school except in case of emergency.

b. Notice and Agenda

The notice for any faculty meeting shall be given to the teacher(s) involved at least forty-eight (48) hours prior to the meetings, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

C. Teaching Loads

Class size shall be in accordance with the average and maximum class size requirements as prescribed by state law.

D. Planning Time

The Board will provide a minimum of 150 minutes per week of individual planning time as required by state law. Every effort shall be made to provide at least thirty (30) minutes of daily and continuous planning time which shall be exempt from any required student supervisory duties or responsibilities other than planning for instruction. Planning time shall commence on the first full student day and shall remain intact until the last full student day.

E. Collaboration

Every effort will be made to provide collaborative planning time among teachers.

F. Traveling Teachers

Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel.

ARTICLE 9 - SAFETY PROVISIONS

A. Teacher Facilities

1. Parking

The Board shall provide a free and adequate off-street parking area which is identified for the faculty and staff as a whole.

2. Teacher Equipment

The Board shall provide a serviceable desk, chair, and storage area for the exclusive use of the teacher. A reasonable effort will be made to provide lockable storage areas.

3. Personal Protective Equipment

The Board shall provide teachers with any personal protective equipment, devices, or clothing as necessary to guard against workplace hazards that may cause injury or illness. All personal protective equipment shall be provided without charge to the teacher.

B. Protection of Teachers, Students, and Property

The Board realizes that teachers should not be required to teach under unsafe or hazardous conditions. Upon petition of a majority of the faculty in any facility the Board will meet with the representatives of the faculty, the Association, and the administration to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.

C. Use of Reasonable Force

A teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the student; or to ensure personal safety. Employees are expected to activate established crisis response protocols, including notification of trained intervention personnel as practicable.

D. Assault on Teachers or Students

1. A teacher may use such force as is reasonable and necessary to protect himself/herself or a student from attack or injury.

2. The board shall provide reimbursement for the replacement or repair of personal property damaged or destroyed as the result of an assault. The cost to the Board shall not exceed two hundred fifty (\$250) per incident; provided, however, that the Board reserves the right to request documentation evidencing the value of such personal property.

ARTICLE 10 –

TEACHER MATERIALS AND FACILITIES

A. Materials/Instructional Supplies

1. Any additional funds received for materials and supplies shall be distributed in accordance with the state/federal law and/or to the maximum degree in which they were obtained.
2. Every effort will be made to provide teachers with both the paper and/or electronic materials necessary for classroom instruction including but not limited to textbook instructional kits and a teacher computer station.

B. Facilities

1. As funding permits, an appropriate instructional space shall be provided for all teachers. For teachers who work in more than one school building, such space will be provided to them in each school in which they work. In instances when teachers are displaced from their assigned classrooms, an adequate workspace will be provided with a desk and/or equivalent facility for storage of materials and supplies.
2. A secure space will be provided for teachers to store necessary equipment, supplies, and personal belongings. For teachers who work in more than one school building, a secure space shall be assigned to them in each school in which they work.
3. A functioning chalkboard and/or markerboard shall be provided in every classroom.
4. Each school will have a work area for teachers containing equipment such as copying/duplicating machines to aid in the preparation of instructional materials.
5. The Board will provide a communication system so that teachers can communicate with the main building office from their classroom.
6. A policy shall be announced to employees in each school concerning access to the buildings after regular school hours. Each principal is responsible for such a policy. This policy shall permit freedom of access to classrooms and work areas.

ARTICLE 11 -

PROFESSIONAL DEVELOPMENT EDUCATION

A. Scheduling

Provided schools remain on the existing calendar format, and schools start later than August 1st, no required professional development will be scheduled during the full calendar week preceding the Fourth of July, or the full calendar week containing the Fourth of July.

B. Professional Behavior

Professional attire and behavior are expected for all professional development activities regardless of presentation format.

ARTICLE 12 - LEAVE

A. Temporary Leaves of Absence

Each teacher shall be entitled to the following temporary leaves of absence with full pay each school year:

1. Personal

a. Based upon the years of experience in Robertson County, at the beginning of every school year each teacher shall be credited with the following number of personal leave days to be used for the teacher's personal business:

- Less than ten (10) years' experience in RCS - 2 days
- Ten (10) to fourteen (14) years' experience in RCS - 3 days
- Fifteen (15) or more years' experience in RCS - 4 days

b. A teacher planning to use a personal leave day or days shall notify his/her immediate supervisor at least three (3) days in advance, except in cases of emergency. Subject to the following conditions, personal leave can be taken at the discretion of a teacher.

c. The approval of the Director of Schools or the director 's designee shall be required under the following conditions:

- If more than ten percent (10%) of the teachers in any given school request its use on the same day; provided, that on making this calculation, any major fraction shall be considered as one (1); and in schools of five (5) teachers or less, one (1) teacher may take personal leave at the teacher's discretion,
- If personal leave is requested during any prior established student examination period,
- If personal leave is requested on the day immediately preceding or following a holiday or vacation period,
- If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the local board of education prior to the commencement of the school year, or
- If personal leave is requested for days scheduled for parent-teacher conferences according to a school calendar adopted by the local board of education prior to the commencement of the school year.

d. At the end of each school year, unused personal leave will be transferred to sick leave.

2. Bereavement

Bereavement leave shall be granted in the following manner:

- Two(2) days shall be granted, at any one time, in the event of the death of a teacher's immediate household member.
- Up to three (3) days of leave shall be granted at any one time in the event of the death of a teacher's brother, sister, grandparent, mother-in-law or father-in-law, or grandchild.
- Up to five (5) days shall be granted upon the death of a teacher's spouse, child, or parent.

While these days do not have to be consecutive, they must be used within a reasonable amount of time at the immediate supervisor's discretion. In the event additional time is necessary, a teacher may use accrued sick leave for this purpose.

3. Vacation Days

Additional vacation days for employees who work more than a 200-day contract year are allocated at 1 per extra 20 workdays.

4. Good Cause

Other temporary leaves of absence with pay shall be granted in writing by the Director for good cause.

F. School Sponsored Trips

Teachers who accompany their students on school-sponsored trips shall do so at no loss of pay, and such trips shall not necessitate the use of personal or sick leave days. Other teachers assigned to the same building may chaperone these trips under the same conditions with the approval of the principal. Teachers assigned to other buildings must use personal leave or leave without pay in accordance with established Board policy on leaves.

J. Association President

If requested by the Association, the teacher serving as President of the Association shall be granted a leave of absence by the Director for one (1) school year. He/She shall be considered a full-time RCEA President with no other teaching duties. The teacher shall be entitled to resume the position formerly held. Salary and benefits received while on leave will be paid by the Association.

K. Good Cause

Other extended leaves of absence without pay may be granted in writing by the Director for good cause.

ARTICLE 13 - EXTERNAL COMPLAINTS

- A. No complaints, formal or informal, or negative or derogatory material shall be placed in a teacher 's personnel file without the teacher's knowledge and the teacher being given the opportunity to respond. No anonymous material shall be placed in a teacher 's personnel file. All complaints that result in suspension or reduction of compensation should be classified as a formal complaint.

- B. Informal Complaints
When a complaint about an employee is made to the Board as a whole or a Board member as an individual, or any administrator, it shall be referred to the school administration for study and possible solution. The employee involved will be advised of the nature of the complaint and given an opportunity for explanation, comment, and presentation of the facts as he/she sees them. Reasonable efforts will be made to resolve the complaint at the building level.

- C. Formal Complaints
Formal complaints shall be addressed using established procedures as outlined in the Board's Formal Complaint Form through the RCS Human Resources Department.

ARTICLE 14 - SEVERABILITY

If any article or part of this Agreement is held to be invalid by operation of the law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into collaborative conferencing for the purpose of arriving at a mutually satisfactory replacement for such article or part.

ARTICLE 15 - TEACHER CERTIFICATION

It is the responsibility of each teacher to meet all state licensure requirements.

Teachers shall not be paid for advanced degrees or experience until the appropriate paperwork is recognized as meeting all requirements by the Office of Teacher Licensing by the specified deadlines.

Any pay withheld shall be retroactive to the beginning of the school year if the necessary documentation is recognized and meets all requirements established by the Office of Teacher Licensing prior to the State's specified deadlines.

Article 16 – DURATION

The provision of the MOU shall be effective as of July 1, 2024, except as otherwise provided herein, and shall continue to remain in full force and effective until June 30, 2026, or until a successor agreement is approved. The PECCA team may reopen collaboration annually to address salary and benefits. In addition, both the Association and Board may open up to three (3) articles for collaboration annually.

Approved by the Robertson County Board of Education on the 10th day of June 2024.

By: Stephen Ayres, BOE Chair

By: Danny L. Weeks, Director of Schools

Submitted per PECCA Committee

By: Lewis Walling, BOE Representative

By: Becky Elmore, RCEA Representative

APPENDIX A

Salary Schedule for Certified Staff

Years of Experience	Bachelors	Masters	EdS	PhD	Masters +30 (RCS hired prior to 6/30/2015)
0	50412	53076	55464	58032	54492
1	50844	53460	55884	58452	54936
2	51156	53856	56292	58836	55320
3	51528	54768	57132	60828	56184
4	51948	55200	57576	61296	56592
5	52368	55608	57984	61728	57036
6	52788	56040	58428	62208	57480
7	54168	56496	60864	64884	58836
8	54588	56928	61320	65340	59268
9	55008	57312	61752	65772	59712
10	55440	58464	62160	66156	60096
11	55800	59088	63756	67980	61728
12	56232	59472	64104	68364	62136
13	56652	59916	64560	68784	62544
14	57204	60324	64968	69216	62952
15	57756	61644	66336	70632	65088
16	58128	62028	66696	71064	65484
17	58536	62472	67140	71520	65904
18	58956	62880	67500	71880	66324
19	60516	64560	68892	72672	67656
20	60864	64908	69192	72816	67992
21	61236	65256	69480	72936	68280
22	61608	65592	69720	73092	68592
23	61980	65928	70044	73224	68904
24	62364	66276	70296	73332	69228
25	62736	66588	70560	73500	69540
26+	64572	68304	71952	74220	71076

