

**Memorandum of Understanding**

**Between**

**The Shelby County Board of Education**

**and**

**The Memphis-Shelby County Education  
Association**

*an affiliate of the  
Tennessee Education Association  
and the  
National Education Association*

**Effective**

**March 31, 2015 through March 31, 2018**

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(Numerical Sequence)

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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), an affiliate of the Tennessee Education Association and the National Education Association, hereinafter called the "Association". The Board and the Association 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 recognizes the Association as the sole collaborative conferencing representative with respect to terms and conditions of employment for professional employees. Professional employee means any person employed by any 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 B.** The term "professional employee" in this Memorandum of Understanding shall refer to any employee included in the collaborative conferencing unit as defined in Section A of this article and as listed in Appendix E.

## 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 and Board Policy.

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

**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. Instructional Leadership Director (ILD), Director, or designated representative, as appropriate.

**Section D.** The standard grievance form, attached hereto as Appendix F, 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 nonschool hours unless there is mutual agreement for other arrangements.

**Section F.** An M-SCEA member 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. At 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. In such case, the Board will notify the Association prior to issuing the response at Step 2 and Step 3, as applicable, in order to give the Association the opportunity to discuss the grievance with the Superintendent's designated representative prior to issuance of the response.

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

**Step 1.** Within fifteen (15) working days after the occurrence, the grievance will 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 M-SCEA grievant and/or an Association Representative (AR), if the grievant so desires, in an effort to resolve the grievance. If an adjustment is not made at this meeting, the supervisor will respond to the grievance in writing within six (6) working days after the date of said grievance meeting.

By mutual agreement between the Association and the Superintendent's designated representative, a grievance may be presented to the grievant's immediate supervisor at the time the grievance arose and processed in accordance with Step 1 of the grievance procedure.

**Step 2.** If a satisfactory agreement 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 M-SCEA grievant and/or a professional Association staff representative, if the employee so desires, in an effort to resolve the grievance. If an adjustment is not made at this meeting, 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 settlement 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 M-SCEA grievant and/or a professional Association staff representative, if the employee so desires, in an effort to resolve the grievance. If an adjustment is not made at this meeting, 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 settlement 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 H.** 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 advisory, but will be adopted unless specifically rejected by the Board within thirty (30) days following receipt.

**Section I.** 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 J.** 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 K. 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, 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) shall be permitted reasonable use of school facilities, including the use of school bulletin boards and the 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 M-SCEA President 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 (ARs) and their locations, Association officers and professional staff and their positions shall be furnished to the Board upon request following their designation. The Association shall notify the Board of changes in this list.

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

**Section F.**

1. Designated professional Association staff representatives, upon request by the Association, 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 Association 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 representative shall contact the school principal, appropriate supervisor, or designated representative.

2. Association officers and designated professional Association staff representatives, upon request by the Association, 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 Association to the Superintendent's designated representative, it will annually transmit to the Association 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 Association only on the basis of voluntary individual authorization signed by the professional employee and forwarded to the Board. The Association shall provide the Board with a list indicating the professional employees' names, social security numbers, and other pertinent information necessary for payroll purposes. The payroll deductions shall be prorated over eighteen (18) pay periods for Educational Support Professionals (ESP) and prorated over twenty two (22) pay periods for all others for the 2013-2014 school year. For the 2014-2015 school year and the 2015-2016 school year the payroll deductions shall be prorated over twenty (20) pay periods for Educational Support Professionals and prorated over twenty two (22) pay periods for all others.

**Section B.** The Association 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 Association 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 Association sponsored and Board approved insurance.

## **ARTICLE 6**

### **PROFESSIONAL COMMITTEES**

The Parties agree to establish committees composed of persons appointed by the Board and the Association 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.

## **ARTICLE 7**

### **STUDENT CONDUCT**

The Parties agree that it is the responsibility of the Board to establish and maintain proper standards of discipline and behavior in the classroom. Board Policy No. 6022, Student Conduct, provides a sample of unacceptable student behaviors and related sample disciplinary actions.

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

## **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, but before 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 be placed in the personnel file.

## **ARTICLE 10 DUE PROCESS AND DISCIPLINARY PROCEDURES**

**Section A.** Disciplinary action shall be in accordance with TCA 49-5-501 (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 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 Department of Labor and Employee Relations 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 Department of Labor and Employee Relations, 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 Department of Labor and Employee Relations. 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 a suspension 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 Department of Labor and Employee Relations.

**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 an impartial hearing officer in accordance with Tennessee Code Annotated 49-5-512. 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 TCA 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 WITH M-SCEA**

The Superintendent shall be notified by M-SCEA the results of the election of President and Vice President of M-SCEA. The person elected to serve as President shall be assigned by the Superintendent to the M-SCEA building. The professional employee elected as M-SCEA President shall be granted leave and shall be considered a member of the collaborative conferencing unit for the period of such leave. The President of M-SCEA 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 M-SCEA**

The Vice-President of M-SCEA shall be granted leave by the teacher'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 Employee Relations thirty (30) days prior to requested leave.

6. Association Representatives (AR) shall be released one day during the first week of school to attend M-SCEA/Shelby County Board of Education sponsored in-service that meets state guidelines.

7. 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 (2) 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. §49-5-711

## **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 should include local school professional development and faculty meetings. Any and all concerns regarding the number and duration of faculty meetings may be moved forward to Labor Relations for resolution. The Chief of School Operations 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 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, Tennessee 38104. If given by the Association, said notice will be sent to the Director of Labor and Employee Relations, Board of Education, Shelby County Schools, 160 S. Hollywood, Memphis, Tennessee 38112. Either Party may, by like written notice, change the address at which notice to it may 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 Federal Rights Coordinator at 160 S. Hollywood, Memphis, Tennessee 38112 – (901) 321-2500. 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 Federal 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 Federal 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 Association 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.

Effective September 1, 2015, the Board agrees to pay 66% of the medical insurance premium for professional employees for the next three years. The premiums will be paid over 24 or 26 pay periods.

## **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**

**Section A.** The salaries of professional employees covered by this MOU are set forth in the salary schedule in Appendix 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 B-C which are attached to and incorporated in this Agreement, shall be compensated within the provisions thereof.

#### **Section C. Former Teachers**

1. New Teachers (or former Teachers) will be given credit for up to 10 years of experience (up to step 10 on the salary schedule). If a Teacher is rehired by SCS, they will be placed on the same salary schedule step/salary\* at the time of (most recent) separation if they have over 10 years of teaching experience.

2. 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 Compensation Office; the salary adjustment will become effective the first day of the next attendance/payroll period.
3. All Teachers (including rehires) hired after 08/02/2013, will be paid for advanced degrees only if their degree and teaching assignment is in a special needs area (as designated by the Superintendent or his designee on an annual basis).

**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.** The salary for Physical Therapists and Occupational Therapists shall be paid in accordance to Appendix D.

**Section F.**

1. Effective July 1, 2015, all professional employees will receive the equivalent of a step increase on the existing salary schedule.
2. For the 2016-2017 school year, the Board will implement the proposed Pay for Performance Plan. The Board reserves the right to increase the amount of its salary increases for teachers who have earned the equivalent of an effective summative rating or higher, and offer teachers additional bonuses if funding permits.
3. If the state provides a cost of living adjustment (COLA) for the 2015-2016 school year, the Board agrees to pass the state percentage increase on to those on the salary schedule.

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

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

**Section I.** The Board and M-SCEA shall continue to work on the 'Career Pathways' portion of the Compensation plan.

**Section J.** In accordance with TCA 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.



**Appendix A**  
**Salary Schedule**

**Appendix A**  
**Salary Schedule**

## **Appendix A**

### **Salary Schedule**

**Appendix A**  
**Salary Schedule**

## Appendix B High School Athletic Stipends

Program	Min 0-5	Mid 6-10	Max 11+	Frequency	Pay Date	Pay Date #2
<b>High School</b>						
<b>Athletic Director</b>						
	\$1,021.00	\$1,065.50	\$1,193.00	2	January	May
<b>Football</b>						
Head	\$2,095.00	\$ 2,459.00	\$ 3,563.00	1	November	
Assistant	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	November	
<b>Basketball</b>						
Head (Boys' and Girls')	\$ 2,095.00	\$ 2,459.00	\$ 3,563.00	1	February	
Assistant (Boys' and Girls')	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	February	
<b>Baseball</b>						
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	April	
Assistant	\$ 703.00	\$ 725.00	\$ 819.00	1	April	
<b>Softball</b>						
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	April	
Assistant	\$ 703.00	\$ 725.00	\$ 819.00	1	April	
<b>Track</b>						
Head (Boys' and Girls')	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	April	
Assistant (Boys' and Girls')	\$ 703.00	\$ 725.00	\$ 819.00	1	April	
<b>Volleyball</b>						
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	November	
Assistant	\$ 703.00	\$ 725.00	\$ 819.00	1	November	
<b>Cheerleader</b>						
Sponsor	\$ 1,380.00	\$ 1,583.00	\$ 1,835.00	2	January	May
<b>Golf</b>						
Boys' and Girls'	\$ 358.00	\$ 397.00	\$ 518.00	1	November	
<b>Tennis</b>						
Head Boys' and Girls'	\$ 358.00	\$ 397.00	\$ 518.00	1	April	
<b>Swimming</b>						
Head Boys' and Girls'	\$ 354.00	\$ 372.00	\$ 415.00	1	February	
<b>Cross Country</b>						
Head Boys' and Girls'	\$ 431.00	\$ 451.00	\$ 518.00	1	November	
<b>Wrestling</b>						
Head	\$ 431.00	\$ 919.00	\$ 2,372.00	1	February	
<b>Track</b>						
<b>Soccer</b>						
Head (Boys')	\$ 660.00	\$ 964.00	\$ 1,985.00	1	April	
Head (Girls')	\$ 660.00	\$ 964.00	\$ 1,985.00	1	November	
<b>Certified Trainer</b>						
	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1		
<b>Bowling</b>						
Head (Boys' and Girls')	\$ 358.00	\$ 397.00	\$ 518.00	1	February	

## Appendix B Middle School Athletic Stipends

Middle School						
<b>Athletic Director</b>	\$ 1,626.00	\$ 1,686.00	\$ 1,894.00	2	January	May
<b>Football</b>						
Head	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	November	
Assistant	\$ 824.00	\$ 1,001.00	\$ 1,529.00	1	November	
<b>Basketball</b>						
Head (Boys' and Girls')	\$ 1,256.00	\$ 1,577.00	\$ 2,537.00	1	February	
<b>Baseball</b>						
Head	\$ 703.00	\$ 725.00	\$ 819.00	1	April	
Assistant	\$ 348.00	\$ 358.00	\$ 409.00	1	April	
<b>Softball</b>						
Head	\$ 703.00	\$ 725.00	\$ 819.00	1	April	
Assistant	\$ 348.00	\$ 358.00	\$ 409.00	1	April	
<b>Volleyball</b>						
Head	\$ 655.00	\$ 677.00	\$ 767.00	1	November	
Assistant	\$ 354.00	\$ 362.00	\$ 409.00	1	November	
<b>Track</b>						
Head (Boys' and Girls')	\$ 703.00	\$ 725.00	\$ 819.00	1	April	
<b>Cheerleader/Pom</b>						
Sponsor	\$ 1,129.00	\$ 1,323.00	\$ 1,425.00	2	January	May
<b>Soccer</b>						
Head (Girls')	\$ 497.00	\$ 509.00	\$ 526.00	1	November	
<b>Soccer</b>						
Head (Boys')	\$ 497.00	\$ 509.00	\$ 526.00	1	April	

## Appendix C Academic Stipends

Program	Min 0-5	Mid 6-10	Max 11+	Frequency	Pay Date	Pay Date #2
<b>High School</b>						
<b>Band Director</b>						
	\$1,047.50	\$1,229.50	\$1,781.50	2	January	May
<b>Drama/Speech</b>						
Head	\$89.50	\$214.50	\$593.50	2	January	May
<b>Yearbook</b>						
Sponsor	\$89.50	\$ 91.00	\$103.00	2	January	May
<b>Telecommunications</b>						
	\$1,016.50	\$1,193.50	\$1,728.50	2	January	May
<b>Honor Society</b>						
	\$ 300.00			1	April	
<b>HOSA</b>						
	\$ 300.00			1	April	
<b>Student Council</b>						
	\$ 300.00			1	April	
<b>Choir</b>						
Director	\$89.50	\$184.00	\$470.50	2	January	May
<b>Middle School</b>						
<b>Band Director</b>						
	\$628.00	\$788.50	\$1,268.50	2	January	May
<b>Yearbook</b>						
Sponsor	\$71.50	\$74.50	\$86.50	2	January	May
<b>Choir</b>						
Director	\$71.50	\$74.50	\$ 86.50	2	January	May
<b>Honor Society</b>						
	\$ 300.00			1	February	
<b>HOSA</b>						
	\$ 300.00			1	April	
<b>Student Council</b>						
	\$ 300.00			1	April	

**Appendix D**  
**Academic Stipends**

**APPENDIX D**  
**PHYSICAL THERAPIST AND OCCUPATIONAL THERAPISTS SALARY SCHEDULE**

**APPENDIX E**  
**RECOGNITION**

The following positions constitute all positions included within Article 2, Recognition, of this Memorandum of Understanding for the purpose of collaborative conferencing between the Board and the Memphis-Shelby County Education Association.

**Teachers**

Attendance Teacher  
Classroom Teacher  
Contract Teachers (Less than full-time on contract to teach with prorated salary)  
Instructional Facilitator/PLC Coach  
Librarian  
Professional School Counselor  
ROTC Instructor  
Special Education Teacher  
Teacher on Assignment  
Vocational Teacher

**Mental Health Center Professionals**

Audiologist  
Alcohol/Drug Counselor  
Occupational Therapist  
Physical Therapist  
School Psychologist  
Social Worker  
Speech Therapist

**APPENDIX F  
GRIEVANCE FORM**

Case # \_\_\_\_\_

UniServ Director \_\_\_\_\_

Professional Employee \_\_\_\_\_ Location \_\_\_\_\_

Assignment \_\_\_\_\_  
Job Title, Grade(s), and Subject(s)

**Step 1**

Date of violation \_\_\_\_\_ Date grievance filed \_\_\_\_\_

Nature of grievance \_\_\_\_\_

\_\_\_\_\_

Specific provision(s) violated \_\_\_\_\_

Specific relief sought \_\_\_\_\_

\_\_\_\_\_

Association Representation Desired:

Yes  No

\_\_\_\_\_  
Signature of Employee

**Disposition by Principal or Manager**

Date received \_\_\_\_\_ Date meeting set \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Copy to:

Superintendent's Designated Representative

Instructional Leadership Director (ILD)

\_\_\_\_\_  
Signature of Principal/Director (Date)

Grievance resolved:

Yes  No

Appealed to Step 2 Yes  No

\_\_\_\_\_  
Signature of Employee and/or Association Representative (Date)

Copy to: Association Office (to be provided by Grievant) M-SCEA, Route 2

**Step 2**

**Disposition by Instructional Leadership Director (ILD) or Director**

Date received \_\_\_\_\_ Date meeting set \_\_\_\_\_

Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:  
Superintendent's Designated Representative \_\_\_\_\_  
Principal or Division Director \_\_\_\_\_ Signature \_\_\_\_\_ (Date) \_\_\_\_\_

Grievance resolved:  
Yes  No  Appealed to Step 3 Yes  No

Signature of Employee and/or Association Representative \_\_\_\_\_ (Date) \_\_\_\_\_

Copy to: Association Office (to be provided by Grievant), M-SCEA, Route 2

**Step 3**

**Disposition by Superintendent or Designated Representative**

Date received \_\_\_\_\_ Date meeting set \_\_\_\_\_

Response \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:  
Instructional Leadership Director (ILD) \_\_\_\_\_  
Principal or Division Director \_\_\_\_\_ Signature \_\_\_\_\_ (Date) \_\_\_\_\_

Grievance resolved:  
Yes  No  Appealed to Step 4 Yes  No

Signature of Employee and/or Association Representative \_\_\_\_\_ (Date) \_\_\_\_\_

Copy to: Association Office (to be provided by Grievant) M-SCEA, Route 2

Request for arbitration due: \_\_\_\_\_ Date \_\_\_\_\_

Request submitted: \_\_\_\_\_ Date \_\_\_\_\_

List of arbitrators received: \_\_\_\_\_ Date \_\_\_\_\_

Selection Due: \_\_\_\_\_ Date \_\_\_\_\_

Selection Made: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX G**  
**Shelby County Board of Education**  
**Department of Labor and Employee Relations**  
**Complaint Disposition Form**

Name: \_\_\_\_\_ Location: \_\_\_\_\_

Date Complaint Received: \_\_\_\_\_

Nature of Complaint: \_\_\_\_\_

\_\_\_\_\_

Hearing Held?      Yes       No

If Yes -

Date of Hearing: \_\_\_\_\_ Name of Hearing Officer: \_\_\_\_\_

Disposition:     Complaint Unsubstantiated, No further Action Necessary

Complaint Substantiated

\_\_\_\_\_  
Signature of Labor Relations Advisor

\_\_\_\_\_  
Date

**APPENDIX H**  
**Non-Reelection Appeal and Evaluation Grievance Form**

UniServ Director \_\_\_\_\_ Case # \_\_\_\_\_

Grievant's/Appellant's Name \_\_\_\_\_ Location \_\_\_\_\_

Position \_\_\_\_\_ Principal/Supervisor's Name \_\_\_\_\_

**Check the box below that forms the basis for your appeal or grievance:**

- \_\_\_ Non-reelection Appeal (not based on evaluation) – Please complete **only section 1** below.
- \_\_\_ Non-reelection Appeal (based on evaluation) and Evaluation Grievance – Please complete **section 2** below.
- \_\_\_ Evaluation grievance only (Reelection recommended) – Please complete **only section 2** below.

**Section 1 - Non-reelection Appeal (Not Based on Evaluation)**

Documented reason for non-reelection: _____	Date Appeal Filed: _____
Basis of non-reelection appeal: _____ _____	
Corrective Action Desired by Appellant: _____ _____	
Association Representation Desired: Yes <input type="checkbox"/> No <input type="checkbox"/>	
_____ Signature of Employee	
<b>Disposition by Labor Relations</b>	
Date received _____	Date meeting set _____
Response _____ _____	
Copy to: Superintendent's Designated Representative _____ Principal _____ Instructional Leadership Director (ILD) _____ Department of Teacher Talent and Effectiveness _____	
_____ Signature of Labor Relations Representative (Date)	
Appeal resolved: Yes <input type="checkbox"/> No <input type="checkbox"/>	
_____ Signature of Employee <b>and/or</b> Association Representative (Date)	

## Section 2 - Evaluation Grievance

### Step 1 - Evaluator

Date the Summative Evaluation was Received \_\_\_\_\_ Date Grievance Filed \_\_\_\_\_

Evaluator/Reviewer's Name \_\_\_\_\_ Evaluation Period in Question \_\_\_\_\_

Basis of grievance:

A. Accuracy of Data: \_\_\_\_\_

\_\_\_\_\_

B. Procedural Error: \_\_\_\_\_

\_\_\_\_\_

Corrective Action Desired by Grievant \_\_\_\_\_

\_\_\_\_\_

Sufficient Facts or Other Information to Begin an Investigation (Section (3) Basic Standards, (F), A Failure to state specific reasons shall result in the grievance being considered improperly filed and invalid.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Association Representation Desired:

Yes  No

\_\_\_\_\_

Signature of Employee

TN State Board of Education, Teacher and Principal Evaluation Policy, 5.201, Local-Level Grievance Procedure  
MCS Teacher Evaluation Policy, Administrative Rules and Regulations, 5.108, Local-Level Grievance Procedure

\_\_\_\_\_

### Disposition by Evaluator

Date received \_\_\_\_\_ Date meeting set (if applicable) \_\_\_\_\_

Response (Also, attach Grievance Report Step I) \_\_\_\_\_

\_\_\_\_\_

Evaluator Signature (Date): \_\_\_\_\_

or

Via Email (E-mail Date): \_\_\_\_\_

Send to: **Principal**

Copy to: 1) Department of Labor and Employee Relations; 2) Chief of Academic Operations; and 3) Department of  
Teacher Talent and Effectiveness

Grievance resolved:

Yes  No  Appealed to Step 2 Yes  No

Signature of Employee and/or Association Representative \_\_\_\_\_ (Date)

**Step 2 – The Director of Schools or Designated Representative**

Date received \_\_\_\_\_ Hearing Date \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Director of Schools or Designated Representative (Date)

Copy to:

Principal

Department of Labor and Employee Relations

Instructional Leadership Director (ILD)

Chief of Academic Operations

Department of Teacher Talent and Effectiveness

Grievance resolved:

Yes  No

Appealed to Step 3 Yes  No

\_\_\_\_\_

Signature of Employee and/or Association Representative (Date)

\_\_\_\_\_

**Step 3 – Local Board of Education (Final Step)**

Date received \_\_\_\_\_ Hearing Date \_\_\_\_\_

Response \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Board Signature (Date)

**Letter of Intent**  
**Inclement Weather Days**

The Board agrees to request a waiver of makeup days from the State Department of Education for up to the maximum number of days allowed by the State Department if the schools are closed, because of inclement weather.

Agreed to this 31<sup>st</sup> day of March, 2015.

**Shelby County Board of Education**

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**Memphis-Shelby County  
Education Association**

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