

Memorandum of Understanding
Between
The Coffee County Board of Education
And
PECCA Representatives Selected by
Coffee County Education Association (CCEA) and
Professional Educators of Tennessee (ProEd)
2022-2025

Accepted this 12th day of September, 2022

In accordance with Tennessee Code Annotated 49-5-608 and 49-5-609, representatives from the Coffee County Education Association (CCEA) and the Professional Educators of Tennessee (ProEd), (hereafter referred to as 'Educators') representing the eligible professional employees and the management personnel of the Coffee County Board of Education (hereafter referred to as 'Board') have engaged in Collaborative Conferencing. Pursuant to the terms of the law, the scope of the conferencing was limited to the following: salaries or wages, grievance procedures, insurance, fringe benefits, working conditions, leave, and payroll deductions. This Memorandum of Understanding records the understanding reached by the Board of Education and its professional employees as to the terms and conditions of professional service.

Collaborative Conferencing Team Members

Board of Education Representatives: Dr. Charles Lawson, Kim Aaron/Jody Locke, Jill Potts, Angela Morton, Jimmy Anderson, Paul Parsley, Tim Knox

Teacher Representatives: Dr. Melanie Banks, Leslie Aaron, Mike Stein, Michelle Mullican, John Wright, Kandace Perry/Vanessa Reynolds, Megan Benton

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BASIC PROVISIONS

Preamble

This Memorandum of Understanding (MOU) is entered into in good faith this 12th day of September, 2022 by the Coffee County Board of Education, hereinafter referred to as the Board, and the representatives of the professional employees of Coffee County Board of Education who are members of Coffee County Education Association (CCEA) and Professional Educators of Tennessee (ProEd), hereinafter referred to as the Teacher Associations, and selected pursuant to the terms of TCA §49-5-605, subject to annual amendments consistent with Tennessee law.

Recognition

The Board hereby recognizes CCEA and ProEd, hereinafter referred to as the Teacher Associations, as the designees for educator participants in collaborative conferencing pursuant to the terms of the Professional Educator Collaborative Conferencing Act of 2011 (PECCA), TCA §49-5-601, said determination having been made by Coffee County professional educators through a confidential poll per the terms of PECCA.

Recognition of Management

The PECCA team recognizes the right of the Board, subject to state and federal laws, rules and regulation of the state board and local board policies to supervise, direct, and manage the school district and its staff provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of the MOU.

Individual Contracts

Any individual 200-day contract between the Board and its professional employees shall be consistent with the terms and conditions of the MOU.

Maintenance of Benefits

Unless otherwise provided in this MOU, no part or provision of the Agreement shall be interpreted or construed to reduce, eliminate, or otherwise diminish any professional employee benefit existing prior to its effective date.

Severability

If any article or part of this MOU is held to be invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such court, the remainder of the MOU shall not be affected, and the parties shall immediately re-enter collaborative conferencing for the purpose of reaching a mutually satisfactory replacement for such article or part.

Memorandum of Understanding Waiver

Any deviations from the terms of any part of this MOU shall be agreed to by the Board and Teacher Associations prior to implementation. Either party may request a waiver of the terms of any part of this MOU. If such a request is made, the parties shall meet and attempt to reach mutual agreement concerning the requested waiver.

Distribution

An electronic copy of the MOU shall be distributed to each newly hired professional employee through the applicant tracking system, as part of the “New Hire” packet. A digital copy of the MOU shall be disseminated on a yearly basis to all current professional employees. A link to the MOU shall be available on the district website within two working days of ratification.

Duration

This Memorandum of Understanding shall be effective as of September 12th, 2022 and shall continue in effect until September 12th, 2025 (3 years).

SALARIES

2.1 Salary Schedule

The base salary of each educator shall be covered by the regular salary schedule as set forth in Appendix A-1 which is attached to and made a part of this MOU. This does not prohibit the Coffee County School Board from amending the salary schedule and raising educators' salaries in the future.

2.2 Method of Payment

- A. Educators shall have regular pay days each month by the 15th of the month.
- B. Educators shall have access to electronic notice of all payments.
- C. All salary payments issued to educators will be electronically transferred to the financial institution(s) that the educator has selected.

GRIEVANCE PROCEDURES

The PECCA Representatives defer to Coffee County School Board Policy 5.501 issued on 9/05/12 that states:

“In instances of questions by an individual staff member concerning the interpretation of policies and procedures to that staff member, administrative practices within his/her particular school, and relationships with other employees, the staff member concerned must consult the administrative or supervisory personnel to whom he/she is responsible. If a satisfactory resolution of the problem cannot be reached after ample opportunity for consideration of the matter, the staff member concerned may discuss the matter with the next level of supervision up to and including the director of schools.

In instances where an individual staff member feels for personal reasons that he/she cannot discuss a problem with his/her immediate superior, he/she may take the problem directly to the director of schools. After review of the case, the director of schools shall take action as he/she deems appropriate and within a prompt, reasonable time shall notify all parties concerned of his decision.”

Any change in this portion of the policy will also require approval from the PECCA Representatives.

PAYROLL DEDUCTIONS

Coffee County School Board Policy 2.803 issued on 10/14/13 shall be amended to include the following:

- A. Dues paid to teacher's associations may be payroll deducted. An employee's authorization of dues deduction shall continue in effect from year to year unless revoked in writing by the educator to the teacher's association. It is the responsibility of the teacher's association to notify the payroll department of any members who wish to discontinue their dues deduction.
- B. The payroll department shall remit to respective teacher's associations the amount deducted each month within fifteen (15) calendar days.

INSURANCE

5.1 Health Coverage

Each full-time educator shall be eligible to participate in Coffee County's health insurance plan. If a change in coverage is made, all participating professional employees shall receive written notification of the change thirty (30) days before the change takes effect. The Board shall provide all participating professional employees with a yearly update of any changes in the insurance plan during open enrollment.

5.2 Dental/Vision Coverage

Each full-time educator shall be eligible to participate in dental and vision insurance plans. If a change in coverage is made, all participating professional employees shall receive written notification of the change thirty (30) days before the change takes effect. The Board shall provide all participating professional employees with a yearly update of any changes in the insurance plan during open enrollment.

5.3 Disability Coverage

Each full-time educator shall be eligible to participate in disability insurance plans.

FRINGE BENEFITS

6.1 Access to School Buildings

All educators shall be offered a master key or entry code to their respective school buildings so they can access their classrooms outside of school hours. Building level principals shall notify their respective faculties if there are particular hours when they should not access the building without prior notification, such as when the building alarm might be activated.

6.2 Teacher Advisory Council

Vision

The vision of the Coffee County Schools Teacher Advisory Council is to foster constructive interactions that are honest and transparent with district leaders to elevate teacher voice and engagement by providing valuable feedback about issues affecting teaching and learning for all stakeholders in Coffee County Schools.

Mission

The Coffee County School's Teacher Advisory Council represents the voice of Coffee County educators who are committed to providing an excellent education for all Coffee County students. The committee shall also serve as the vehicle by which the faculty may propose changes in existing policies and practices.

CCSS Teacher Advisory Council Bylaws

Article I – Name

The name of the organization is Coffee Teacher Advisory Council (C-TAC).

Article II – Purpose

The purpose of C-TAC is to:

- Collaborate with the Director of Schools, or designee, on such matters as curriculum improvements, supply and equipment needs, professional development opportunities, and other related matters regarding the effective operation of the school system.
- Provide consistent and meaningful teacher engagement on decisions initiated by C-TAC members on issues affecting the district.
- Contribute crucial perspectives of school level personnel to bridge the gap between policy and practice.
- Meet on a regular basis to support the development and review of Coffee County Schools' strategies that impact teaching and learning.
- Make recommendations that are in the best interest of all students and/or stakeholders

Article III – Membership

Section 1 – The C-TAC will consist of members from each school. Specifically, there should be one member from each elementary school, two from Coffee County Middle School, one from Raider Academy, and three from Coffee County Central High School/Koss Center/Coffee County Virtual School.

Section 2 – A member is defined as non-administrative, certified personnel.

Section 3 – Each member shall be elected by his or her respective building level faculty by September 1st. Any vacancy that happens during the school year shall be filled by a special election at that person's respective school. Every effort shall be made to fill vacancies before the next scheduled meeting.

Section 4 – A term will consist of two years beginning with new members brought on during the 2022 school year.

Section 5 – If a C-TAC member secures a position as a Principal, Assistant Principal or Central Office staff member at any time during their two years of service, they shall be removed from the C-TAC and replaced with a member through the nomination process mentioned in Section 3 above.

Section 6 – Resignations may occur at any time.

Article IV – Meetings

Section 1 – Regular Meetings

Meetings will be held quarterly. Dates for each meeting will be set at the previous meeting by those members in attendance. The first meeting should occur no later than September 15th and a chair, vice-chair, and secretary shall be elected at that meeting. Minutes shall be kept at each meeting and shared with all C-TAC members, the Director of Schools, and the School Board.

Section 2 – Special Meetings

Special meetings may be called at any time as needed by the C-TAC chairperson.

Section 3 – Attendance at Meetings

All members are expected to attend all regularly scheduled meetings. C-TAC members who miss three consecutive meetings may be removed from the C-TAC and replaced through the nomination process described in Article III, Section 3.

Section 4 – The Director of Schools, or their designee, and a member of the Coffee County School Board shall attend these meetings. Employees of the Central Office may also be requested to attend C-TAC meetings.

Article V – Committees

Committees and task forces may be convened as the need arises.

Article VI – Amendments of Bylaws

These Bylaws can be amended at any regular meeting of the C-TAC with a majority vote of the members present, provided the amendment has been presented to the C-TAC at the previous meeting.

Article VII – Membership Voting

A simple majority of those present and voting shall carry a decision in the event a vote is necessary on a topic not specified in prior articles.

6.3 Personal Items

Principals shall provide a lockable place for personal belongings with reasonable accessibility.

WORKING CONDITIONS

7.1 Hours

The educator's regular work day is 7 hours and 35 minutes. This includes morning and afternoon supervision assignments. If necessary, schools will stagger their educators' arrival and departure times to ensure adequate student supervision within that time frame. Stipends will be provided to educators at schools who can not meet this requirement. The principal, or their designee, will determine how many hours are needed for a stipend.

7.2 Planning Time

- A. Teachers will receive the state minimum of 150 minutes per week as stated in [TCA §49-1-302\(e\)\(2\)](#)
- B. A priority will be given to providing teachers with daily planning periods of at least 30 consecutive minutes.
- C. Some Central Office staff can be used as floating substitutes for schools that are short on substitute teachers.

7.3 Duty-Free Lunch

- A. Included in the 7 hour and 35 minute work day, all educators shall have duty-free lunch time during the regular school day, equal to the amount of time given to their students for lunch.
- B. Educators may be required to escort their students to and from the dining area.
- C. Educators will be assigned no other duties during this time.
- D. The cafeteria must be available during an educator's lunch time.

7.4 Faculty and After School Meetings

- A. Administrators can call one faculty meeting per month, not to exceed 90 minutes in length, and with at least one week's notice.
- B. Administrators can call "special called" faculty/leadership meetings, but they will be kept to an absolute minimum. Any "special called" faculty/leadership meeting will be reported by the principal to the director of schools within 24 hours. Members of the faculty are expected to attend these meetings if at all possible; however, they will not be penalized in any way for missing these meetings if they cannot attend. Principals, or their designees, will be made aware if a member of the faculty cannot attend a "special called" meeting.
- C. Potential agenda items for faculty meetings may be submitted by members of the faculty to the principal with at least three school days' notice before the next monthly faculty meeting.
- D. Administrators can call one leadership meeting per month outside of the normal work day, not to exceed 90 minutes in length, with at least one week's notice.
- E. Every effort will be made to conduct IEP and Section 504 meetings during the normal workday.

7.5 Outside Duties

- A. Educators shall be paid a stipend when attending a workshop/training that exceeds the requirements for meeting the 200 day contract if the workshop attendance is required by the school system and determined to be necessary for the efficient operation of the system.
- B. Principals can not require more than 15 hours per school year outside of the workday, not including meetings. (This includes dances, game gates/supervision, fall festivals, homecoming activities, graduation, etc.)
 - a. If principals request more than 15 hours outside of the normal work day, then the director of schools must be notified.
 - b. For teachers assigned to more than one school, the 15 hours would apply cumulatively to all schools.

LEAVE

8.1 Bereavement Leave

The bereavement policy found in Coffee County School Board Policy 5.303 shall be amended to the following:

Full-time employees shall be eligible for five (5) working days of bereavement paid leave in the death of a parent, stepparent, foster parent, spouse, child, stepchild, or foster child.

Full-time employees shall be eligible for three (3) working days of bereavement paid leave in the death of an employee's siblings, grandparents, or parents-in-law.

These days will be granted without charge to the affected employee's accumulated leave accounts.

Bereavement leave requested for anyone other than listed must be approved by the principal/supervisor.

Bereavement days cannot be added to accumulated leave or carried over from one school year to another.

8.2 Association Leave

Professional associations shall be allotted four days of association leave. The respective professional association is responsible for paying for the substitute teacher when an association leave day is used.

Appendix A-1

**COFFEE COUNTY SCHOOLS
TEACHER SALARY SCHEDULE
2022-2023**

5% Increase

STEP	BS	MA	M+	EDS	DOC	STEP
			<i>Frozen</i>			
			<i>7/1/2014</i>			
0	42454	46320	49339	50338	53321	0
1	42906	46815	49841	50814	53806	1
2	43194	47103	50130	51101	54091	2
3	43496	47402	50428	51402	54402	3
4	44092	48080	51062	52067	55131	4
5	44800	48879	51884	52813	55851	5
6	45656	49771	52778	53738	57144	6
7	46396	50564	53552	54547	58358	7
8	47129	51356	54316	55340	60114	8
9	47846	52114	55107	56531	61402	9
10	48595	52910	55929	56918	61629	10
11	49503	53828	56884	57964	62940	11
12	50270	54598	57631	58637	63201	12
13	51026	55447	58485	59448	64551	13
14	51810	56279	59277	60267	64782	14
15	52630	57128	60130	61123	66167	15
16	53133	57628	60630	61618	66665	16
17	53541	58050	61049	62036	67359	17
18	53935	58439	61442	62433	67754	18
19	54340	58844	61859	63124	68578	19
20	54768	59274	62289	63555	69007	20
21	55304	59810	62825	64091	69545	21
22	55734	60241	63254	64522	69973	22
23	56235	60723	63696	65038	70393	23
24	56741	61209	64142	65558	70815	24
25	57251	61698	64591	66083	71240	25