

Memorandum of Understanding

between

The Cumberland County Education Association

and

The Cumberland County Board of Education

Effective Date: May 27, 2021

Expiration Date: May 27, 2024

Article I: Basic Agreement Provisions

Section A: Preamble

This Agreement is made and entered into on this 27th day of May, 2021, by and between the Cumberland County Board of Education, and the representatives of the professional employees of the Cumberland County Board of Education appointed as provided in TCA § 49-5-605.

Section B: Recitals

This Memorandum of Understanding (MOU) memorializes the understanding reached by the Board and the representatives of the professional employees of the Board as to the terms and conditions of the professional employees' service.

1. Recognition Clause

The Board hereby recognized the Cumberland County Education Association (CCEA) as the sole Professional Employee Organization (PEO) and exclusive bargaining representative for "certified teaching professional employee"

2. Staff Relations and Communications

- a. The District administrative personnel and the PEO representatives shall meet by mutual agreement, as needed, for the purpose of reviewing the administration of the existing MOU and policy.
- b. The PEO shall follow the chain of command as depicted in Board Policies and Procedures before contacting or meeting the Board for the purposes of reviewing the administration of the MOU.
- c. Conflicts or discrepancies between Board Policy and this MOU will be resolved according to the Professional Educators Collaborative Conferencing Act of 2011, Sections 49-5-601 through 49-5-609.

3. BOE Hyper Links to Policy

The hyperlinks imbedded in this MOU to Board Policy are intended to allow immediate, convenient access to present BOE policy, current with the signing of this document. These imbedded links are not intended to nor will they prevent the BOE from amending any of its policies.

Section C: Definitions

Terms defined in the Preamble of this Agreement have their assigned meanings, and the following terms have the assigned meanings throughout this Agreement:

1. "Board of Education" or "Board" means the Cumberland County Board of Education.
2. "Collaborative conferencing" means the process by which the chair of a Board of education and the Board's professional employees, or such representatives as either party or parties may designate, meet at reasonable times to confer, consult and discuss and to exchange information, opinions and proposals on matters relating to the terms and conditions of professional employee service, using the principles and techniques of interest-based collaborative problem-solving.
3. "Complaint" is a claim by any employee, parent, student, or community member against another employee. If the complaint cannot be reconciled through discussion between the parties involved, then a formal complaint, which is in written form, can be submitted to the principal or supervisor. A written complaint has specific procedural requirements outlined in BOE Policy 5.501.
4. "Day" means any weekday, Monday through Friday, on which schools are open during the normal school year. For complaints and grievances, the first day to be counted shall begin at 8:00 a.m. the following school day. When school is not in session, a "day" shall be Monday through Friday, excluding holidays.
5. "Professional Employee's Organization Team" means those representatives who are chosen pursuant to TCA § 49-5-605 to represent professional employees in collaborative conferencing with the Board.
6. "Grievance" means any claim by any employee or the professional employees' organization that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; or a violation, misinterpretation, or misapplication of any written policy or practice of the Board.
7. "Grievant" means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim pursuant to the Grievance Procedure found in Section III of this Agreement.

8. "Management Personnel" means those professional employees certified by the Board of Education to represent the Board in the collaborative conferencing process.
9. "Management team" means employees who devote a majority of their time to the system-wide area or areas of professional personnel management, fiscal affairs or general management and shall specifically include principals, assistant principals, supervisors and others whose principle responsibilities are administration rather than teaching.
10. "Memorandum of Understanding" or "MOU" means the written document that memorializes and records the understanding reached by the Board of Education and its professional employees, or their respective representatives, if so designated, as to the terms and conditions of professional services set forth in this part.
11. "Professional Educators Collaborative Conferencing Act of 2011" or "PECCA" means the process described and authorized pursuant to TCA § 49-5-601 et seq.
12. "Professional employee" or "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, including personnel tenured, probationary, on leave, certified classroom teachers, school counselors, speech personnel, school psychologists, and librarians, but shall not include any member of the management team, as defined in this part, or summer school employees, substitute teachers, teaching assistants, all other non-certified staff or retired teacher who is employed as a teacher in accordance with Tennessee Code title 8, chapter 36, part 8.
13. "Professional Employee's Organization" or "PEO" means any organization with membership open to professional employees, as defined in subdivision (8) of TCA § 49-5-602, in which the professional employees participate and that exists for the purpose of promoting the professional status and growth of educators and the welfare of students.
14. "Representative" includes any person, or group of persons, organization or association that is designated and authorized by the professional employees or the local board of education to act for the professional employees or the local board, respectively, in the collaborative conferencing process.

15. "Supervisor" means any professional employee of a local board of education whose full-time job responsibilities consist of oversight of other professional employees or curriculum development or both.

16. "Working conditions" means those fundamental matters that affect a professional employee financially or the employee's employment relationship with the board of education and that are specifically designated as such under this part. The term "working conditions" or "terms and conditions of professional service" is intended to be narrowly defined and does not include any matters not specifically designated under this part, pursuant to TCA § 49-5-601 et seq.

Section D: Rights

1: Use of Facilities

The PEOs and their members shall have the right to make use of school buildings and facilities at all reasonable hours for meetings and any equipment, including but not limited to computers, copy machines, other duplicating equipment, and audiovisual equipment when such equipment is not otherwise in use. All costs of materials, supplies, and repair of any damage to equipment will be the responsibility of the user group.

2: Communications

The PEOs shall have the right to post notices of activities and matters of concern on employee bulletin boards, at least one of which shall be provided in each system-operated building in areas designed for employee use, such as employee lounges and workrooms, but not in areas open to the public or students. The PEOs shall have the right to use the school system's regular interschool mail delivery system and employee mailboxes, including email, for communications to employees or members. The PEOs assume full responsibility for any materials distributed and is liable for content.

3: Access to Members

Representatives of the PEOs and their respective affiliates shall be permitted to transact official PEO business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

4: Release Time

At the beginning of each school year, the Board shall provide release time up to ten (10) days to be used by professional employees who are officers or official representatives of the PEOs provided that:

- a. Notice is given to the building principal at least twenty-four (24) hours prior to the date leave is to be taken. The building principal may waive this time limit in emergencies.
- b. A suitable substitute is available.
- c. The PEO shall pay the Board the local cost of the substitute teacher.
- d. No one representative may take more than five (5) of those days and no more than two days can be taken in succession.

5: Rights of Professional Employees

Professional employees have the right to self-organization, to form, join or be assisted by organizations, to participate in collaborative conferencing with local boards of education through representatives of their own choosing and to engage in other concerted activities for the purpose of other mutual aid and benefit; provided, that professional employees also have the right to refrain from any or all such activities. TCA 49-5-603

6: MOU Education

It shall be the joint responsibility of the Board and PEO to ensure that all professional employees have access to the MOU through the HR Portal on the BOE website.

Article II: Salary and Wages

Section A: Salary Schedule

The salary of each professional employee covered by the board of education approved salary schedule is set forth and updated annually in Appendix A, which is incorporated by reference into this Agreement.

Section B: Placement on Salary Schedule

1: Adjustment to Salary Schedule

Each professional employee shall be placed on his/her proper step of the salary schedule as of July 1, in the new contract school year as provided in Section B part 2 below. Any professional employee who is employed for at least 100 days of the 200- day contract year shall be given full credit for one (1) year of service toward the next incremental step for the following year.

2: Credit for Experience

Each employee shall be awarded full credit for allowable teaching experience and academic training as established under the State Board of Education's Rules, Regulations and Minimum Standards.

3: Method of Payment

a. Pay Periods

Each professional employee shall be paid in 24 equal installments on the 15th and last day of each month. Employees shall receive their paychecks by direct deposit

b. Exceptions

When a pay date falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last working day prior to the holiday, vacation, or weekend.

c. Final Pay

Procedures are as follows: When an employee terminates employment prior to the end of the contract year, all wages will be paid out based on actual days worked. BOE provided benefits will end on the last day of the month an employee terminates employment. Final salary payment shall be withheld until all records and assets in custody of the employee are satisfactorily returned to the district. When the employee terminates employment after completing the contract year, wages will be paid out through the end of July. Any premium payments for insurance will be deducted from the July 15th check. Insurance terminates on August 31st. The employee may choose to pay upfront for the August premiums through County Finance, if they are paid in full by June 15th.

Section C: Traveling Employees

1. Travel Reimbursement

The Board shall reimburse travel for official school business when a professional employee is required to use a personal vehicle for such travel. Reimbursement shall be made at the current BOE established rate. Examples of such travel would include travel between school facilities for professional employees assigned to more than one (1) facility per school day, field trips, and other business of the Board. For clarity, routine daily commuting between a teacher's home and primary work location would not qualify for reimbursement under the section. BOE policy 2.8041

2. Automobile Liability:

When traveling on school business in an employee owned vehicle, under Tennessee Code 56-7-1101, the automobile insurance policy of the owner of the vehicle is primary. Any other coverages that may be available to the owner are not applicable unless and until the limits of all coverages provided by the owner's policy first are exhausted. To use a private vehicle for school purposes, primarily in transporting students, the employee must have the written permission of the Director or his/her designee and proof of vehicle liability insurance coverage.

Article III: Grievance Procedures

Section A: Definitions

1. Grievance

Grievance means any claim by any employee or the professional employees' organization that there has been a violation, misinterpretation, or misapplication of the terms of this agreement; or a violation, misinterpretation, or misapplication of any written policy or practice of the Board.

2. Grievant

Grievant means any professional employee, group of two (2) or more professional employees, or professional employees' organization bringing a claim pursuant to the Grievance Procedure found in BOE policy 5.5011.

Section B: Process

1. A teacher may not file a grievance on grade level or building assignments or transfers under state statute. TCA 49-2-301(b)(1)(EE) and 49-5-510.
2. A teacher may file a grievance based on a procedural error (e.g. the evaluation result was caused by data errors). However, a teacher may not file a grievance based on an employment decision the district made based on the evaluation results.
3. The Grievance form is Appendix B and is to be used when filing a grievance. The time limitations listed herein are intended to expedite the processing of all grievances. Said time limitations may be extended by mutual agreement of the parties. BOE Policy 5.5011

Article IV: Insurance

A. Plan Types

1. Health and Major Medical

The Board shall provide a comprehensive health insurance plan to each professional employee through the insurance program provided by the State of Tennessee. If at any time the BOE opts out of the State Teacher Insurance Program, this article will be revised by the Collaborative Conferencing Team.

PREMIUMS

The Board agrees to pay insurance costs for full time certified personnel as listed below:

Coverage	BOE Share	Employee Share
Employee Only	100%	0%
Employee + Children	100%	0%
Employee + Spouse	100% of Employee Only plus 45% of balance	Balance after BOE pays for Employee portion
Employee + Spouse + children	100% of Employee and Child plus 45% of balance	Balance after BOE pays for Employee plus child portion

- Employee is responsible for the balance through payroll deduction.
- Certified employees married to a Cumberland County employee (certified or non-certified) are covered at 100%

Refer to APPENDIX C with the current year's premium rates and employee out of pocket expense.

2. Life and AD&D

Each professional employee shall be provided \$25,000 of coverage under a group life insurance paid by the Board. Professional employee coverage shall include a double indemnity clause for Accidental Death and Dismemberment.

This plan shall allow, during open enrollment, participating employees at their own expense to purchase an additional amount of term life coverage at the group rate, which shall be payable by payroll deduction.

3. Workers' Compensation

a. Reporting Claims

All employees are eligible to receive Workers' Compensation benefits. All accidents/injuries, no matter how small or seemingly insignificant, must be reported to an employee's direct supervisor immediately and to the school nurse. The CCBOE has established a medical panel consisting of general practitioners to treat on-the-job injuries. Employees shall only choose from any of the general practitioners listed on the medical panel for treatment of on-the-job injuries. Failure to report a work-related injury or to use a district medical provider may result in loss of benefits or claim denial. Refer to the employee handbook or your school nurse for more information.

b. Unpaid Leave – When Benefits are Paid

An employee taken off work by the authorized treating physician for less than 14 calendar days is not entitled to temporary disability benefits for the first seven (7) calendar days. Employee's may choose to use up to 5 sick days, if available, for the first 5 school days. If the authorized treating physician requires the injured employee to miss more than 14 days, benefits are due from the first day of disability, (unless the employee used sick days during the first five days). Employees are not allowed to receive worker's compensation benefits and sick day pay concurrently.

BOE Policy. 3.602 and Tennessee Risk Management.

4. Dental Insurance

Each professional employee shall be covered by the Delta Dental Plan of Tennessee. The Board agrees to pay the employee portion of the coverage with the employee agreeing to pay the remaining costs for family coverage. Dental coverage premiums shall be paid via payroll deduction. If at any time the BOE opts into the State Insurance Program, this Article will be revised by the Collaborative conferencing team.

5. Flexible Benefit Program

The Board agrees to establish a Flexible Benefit Program under Section 125 of the Internal Revenue Service Code. The Plan year is January 1 through December 31. Open enrollment is held in October. More information is available through the HR Portal for plan benefits. The program shall include the following reimbursement plans:

- (a) Medical expense reimbursement
- (b) Dependent care assistance

6. Voluntary Benefits

The employee is responsible for the costs to participate in voluntary insurance options. Open enrollment is typically in October. Payments are made through payroll deduction. Information regarding the various plans including the flex plan, vision, life insurance, disability and other insurance products are available on the HR Portal located on the district's website.

Section B: Coverage

The Board-provided insurance programs shall be for 12-consecutive months for the duration of this Agreement at the premium costs described for each insurance type described in Section A and Appendix C. A person hired as a full-time professional employee will be covered by medical and life insurance on the date of eligibility. Dependent coverage is available at that time if desired.

Section C: Description

The Board shall provide each professional employee with a description of the insurance coverages provided pursuant to this Agreement at time of employment and at open enrollment. The description shall clearly outline the terms, conditions, and limitations of such coverage. The Board shall provide all necessary insurance information in the form of applications, enrollment meetings, and through the HR Portal on the District's website.

Section D: Continuation

The Board shall continue to make benefit contributions as described above for professional employees on paid leave and those on unpaid Family and Medical Leave Act (FMLA) leave up to 12 weeks. FMLA leave shall run concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees leave for a period not to exceed four (4) months.

Teachers on Board approved unpaid leave shall have the option to continue any or all the Board paid insurance programs by paying the premiums to the Board each month. Contact HR for important premiums and payment due dates.

Section E: Selection of Carriers

The Board shall provide a comprehensive health insurance plan to each professional employee through the insurance program provided by the State of Tennessee. If at any time the BOE opts out of the state plan this article will be revised by the Collaborative Conferencing Team before any new carrier is chosen.

Article V: Fringe Benefits

Section A: Out of Zone/District Attendance

Children of professional employees may attend the school facility where the professional employee works or another Board facility offering the appropriate grade level for the employee's child.

Section B: Professional Employee Admission to School Athletic Events

Professional employees and members of their household shall receive free admission to school district sanctioned regular season athletic events. The employee's allocated free

admissions are personal to the employee and non-transferable. The employee shall present a Cumberland County School System-issued photo identification.

Article VI: Working Conditions

Section A: Complaint

A complaint is a claim by any employee, parent, student, or community member against another employee. If the complaint cannot be reconciled through discussion between the parties involved, then a formal complaint, which is in written form, can be submitted to the principal or supervisor. A written complaint has specific procedural requirements outlined in BOE Policy 5.501. If any parent or citizen has a complaint with any school personnel, then BOE Policy 5.501 shall be followed to resolution.

The employee shall have the right to be accompanied or assisted by a representative of his/her choice at any meeting, conference, or review of the complaint.

The provisions of this article do not apply to investigations under Board Policy 5.500, Anti-harassment/Discrimination.

BOE Policy 5.501 Complaints

Section B: Committees

1: Employee Advisory Committee

An Employee Advisory Committee shall be established to strengthen the educational program through research, recommendation, implementation and evaluation to best meet the needs of the employees, the students, the schools, and the community. Among other topics the Employee Advisory Committee may collaborate with the Director of Schools 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.

a. Membership

The building administrator shall appoint one member of their staff to serve on the Employee Advisory Committee.

b. Rules of Procedure

The Employee Advisory Committee and the Director of Schools shall establish an annual calendar of meeting dates for the current school year.

2: School Calendar Committee

Recognizing the importance of a school calendar that meets the needs of professional employees, students, parents, and the community, a School Calendar Committee shall be established.

The School Calendar Committee shall consist of 17 members: Two BOE members, one elementary parent, one high school parent, one high school principal, two elementary principals, one PEO representative, one high school teacher, two elementary teachers,

two high school students, the Director of Schools, Chief Academic Officer, HR director, and the SIS director.

The School Calendar Committee will meet February through May as scheduled in order to recommend a school calendar to the Director of School for BOE approval. Board Policy 1.800 requires that no later than the end of the school year, the Board of Education will adopt, upon the recommendation of the Director of Schools, an official school calendar for the next two succeeding school years. **(BOE policy 1.800)**

Section C: Facilities

1: Space and Storage:

The Board shall provide in each school the following facilities:

- a. Space for each professional employee within each instructional area in which to store his/her instructional materials and supplies
- b. An appropriately furnished and air conditioned room reserved for the exclusive use of teachers as a break/workroom. Although employees are expected to exercise reasonable care in maintaining the appearance and cleanliness of said room, it shall be cleaned and maintained regularly by the school custodial staff. A microwave and refrigerator will be provided in all break/workrooms for faculty and staff at a maximum of 1 per hallway/wing.
- c. A communication system which allows employees to communicate with the main building office from their classrooms
- d. Write-On Board space in every classroom
- e. Books, copy paper, and other such materials and supplies essential to fulfill daily instructional responsibilities
- f. Computers, printers and copiers essential for the preparation of instructional materials will be provided
- g. Adequate parking facilities for employees shall be provided

2: Itinerate Employees

Adequate and Appropriate facilities for professional employees who work in more than one school building shall be provided in each school in which they work to permit the effective discharge of their duties.

Section D: Technology in the Classroom

1: Equipment

Each classroom-based professional employee shall be provided an adequate and appropriate device such as a computer or tablet designed to accommodate the needs of his/her classroom.

Additionally, each classroom shall be equipped with such devices as may be needed to project, print, or otherwise allow the employee to deliver instruction in an interactive manner. Examples of instructional technology may include devices such as printers, projectors, cameras, smart boards and the accessories necessary for connecting such devices.

Each classroom and each device shall be connected as required into an integrated network. The system shall be used by professional employees for data management, communication, and delivery of instruction.

Classroom facilities shall be modified as needed to accommodate ever-evolving instructional technology.

A written record acknowledging receipt of any portable equipment issued for the employee's use off campus shall be maintained by the administration. Such record shall include the model, serial number, and condition of the equipment at the time it is issued as well as notice of obligations regarding the care of such equipment. In no case shall employees be held accountable for the replacement cost of any issued, portable equipment beyond current fair market value. Such receipt shall indicate the original purchase date of the equipment and its cash value at the time of purchase. The CCBOE Technology Usage Agreement is available on the District website; Technology Department. Safeschools training is required annually for Acceptable Use of Technology.

2: Training

Each professional employee shall be provided professional development opportunities in the use of anticipated technology and patterns for integration of technology in the instructional program.

Training shall be provided before such technology is placed in the classroom, when possible.

Technology training for professional employees shall be provided during the regular school day or on planned in-service days. Such training shall be hands-on and highly interactive. Recipients will be provided an opportunity to evaluate the effectiveness of the training sessions.

3: Implementation

Safety: Students shall be provided training in the safe and appropriate use of technology.

Equity: All professional employees and students shall have access to the new technologies based on the local replacement schedule, including training, funding and participation.

Section E: Nondiscrimination

The PEOs and Board agree there shall be no discrimination, intimidation, discipline, or coercion by either the Board or its representatives or members of the PEOs or its representatives or members against an employee because of his or her participation or refusal to participate in PEO membership or activities. Further, there shall be no discrimination against any teacher because of his/her membership in a PEO, his/her participation in any activities of the PEO or collaborative conferencing with the Board, or his/her institution of any grievance or complaint under this Agreement.

Section F: Personnel File

This provision guarantees employees the right to request access to the employee's personnel file or employee file, whether maintained by the employee's principal, supervisor, Director of Schools, Board of Education or any other official of the school district. Files will be provided within one business day of the request. No anonymous materials shall be maintained in an employee's file or files. BOE Policy 5.114

Section G: Assault and Threat of Harm to Professional Employees

A professional employee may use reasonable force as is necessary to protect him/herself or a student from attack or injury. Any assault shall be reported to the principal or his/her designee at once. The principal or designee shall contact the police and file a full report with the office of the Director of Schools.

Assault is defined in TCA 39-13-101. Aggravated Assault is defined in TCA 39-13-102.

Threats concerning school employees is defined in TCA 39-13-114.

BOE Policy 5.307

Section H: Length of Work day

1. Length of the work day

The minimum work day for teachers shall be seven and one-half (7 ½) hours.

Professional employees are expected to be at their assigned work location fifteen (15) minutes prior to the start of the instructional day and must remain at their assigned work location for fifteen (15) minutes after the conclusion of the instructional day if they have no other professional responsibilities that require them to be present earlier or to stay later than the aforementioned language. The Board may establish specific sign-in requirements for professional employees to report their presence.

2. Abbreviated Days

The day school is dismissed for Winter Break and Summer Break will be abbreviated work days for professional employees. These days will be counted as a full work day.

Employees are expected to remain in their buildings for one and one-half hours after the student dismissal time, noting that administration may use discretion to release staff as soon as possible.

3. School Delay

Should the school day start on a delay or should schools close early due to inclement weather or for other just cause, professional employees shall report fifteen (15) minutes prior to the revised start of the instructional day and/or shall remain up to one (1) hour after the conclusion of the instructional day noting that administration may use discretion to release staff as soon as possible.

Section I: Meetings

Recognizing the importance of a total educational program in the development of students, it is agreed that before and after school faculty meetings, site-based decision-making meetings, professional learning community meetings, departmental and committee meetings, and parent conferences are a part of a professional employee's professional responsibility. Professional employees shall assume these responsibilities as necessary and/or as assigned by the building principal (or designee) with the following guidelines:

1. Faculty meetings, committee and departmental meetings, professional learning community, or grade level meetings held after school shall be adjourned no later than ninety (90) minutes after the conclusion of the instructional day. Faculty, committee, department, professional learning community, or grade level meetings occurring before school shall adjourn no later than fifteen (15) minutes prior to the start of the instructional day.
2. No professional employee shall be required to attend more than three (3) such meetings per school month, except in an emergency.
3. The notice for any meeting must be given to professional employees at least one (1) week prior to the scheduled meeting except in an emergency.
4. Professional employees have the right to suggest any items for meeting agendas.

Section J: Extra Duty Assignments

1. Extra Duty Assignments

Such duty includes bus/car duty, lunch supervision, hall duty, ballgame duty, etc. and shall be assigned by the building principal. Duties shall be distributed fairly among the faculty and the duty schedule distributed to professional employees. Professional employees who are unable to fulfill their assigned duty or are on short term leave shall

be responsible for finding a suitable replacement and notifying the appropriate building administrator.

Short term subs will not be required to do extra duty assignments. Long term/interim subs may be assigned extra duty assignments by building principal discretion.

2. Additional Assignments

Pay procedures for certified employees working outside the 200-day contract.

Reference BOE Policy 2.810 and Procedure 2.811

- a. Certified teachers at the high school level who agree to teach during their planning period will be compensated at an additional $\frac{1}{4}$ of their daily rate. These employees will be compensated on the December 31 and May 31 payrolls. Timesheets are required for payment. These employees will only be compensated for actual days worked. Sick days, vacation days, holidays, breaks or snow days will not be reimbursed.
- b. Certified teachers who work extra hours as assigned by their administrator or by Central Services staff in an educational role will be reimbursed at a rate established by the Chief Financial Officer. This will include tutoring, Saturday school, summer school, or any other approved assigned role outside of a teacher's customary duties.
- c. Certified teachers who choose to work in the summer or on breaks to assist maintenance and repairs of buildings will be paid \$15.00 per hour.
- d. All additional work, schedule for work, and pay scale for work MUST be approved by the Chief Financial Officer before work begins.

Article VII: Leave

Section A: Types of Temporary Leave

Professional employees are afforded a variety of leave options through BOE policy. Please refer to the specific leave policy or call HR for guidance.

5.300 Short Term

5.301 Emergency and Legal and Jury Duty

5.302 Sick Leave, Bereavement, Transfer upon employment, Maternity-Adoption, Unused Sick at Termination, Sick Bank

5.303 Personal and Professional

5.304 Long-Term

5.305 FMLA

5.306 Military

5.307 Physical Assault

5.308 Sabbatical

5.309 Legislative

Section B: Other Types of Temporary Leave

Other Authorized Hourly Leave.

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 and will be granted at the discretion of the principal.

Principals or administrative supervisors shall keep a tally of the amount of time individual employees are released under BOE Policy 5.301 and when the total time reaches 1 day the employee shall be charged with one day of applicable leave.

Article VIII: Payroll Deductions

Section A: Authorization

Upon receipt of properly signed membership enrollment and authorization forms, the Board shall make deductions for the purposes indicated on the forms. Payroll dues deduction shall continue each year without members having to resubmit an enrollment form. Each year the PEO shall provide a list of members who have authorized the PEO to continue payroll deduction for membership dues. This list shall include the members' names and the total amount of dues to be paid during the year.

Section B: Regular Deduction

Pursuant to the deduction authorization, the Board shall deduct dues from the regular salary check of the professional employee each month from September through May in equal installments.

Section C: Pro-Rated Deductions

Deductions for professional employees authorizing dues deductions after the start of deductions as described in item B of this Article shall be proportionally pro-rated to complete payments by May of each year.

Section D: Alterations to Payroll Deduction

Payroll dues deductions must be authorized in writing by the member, including any category changes or revocations, and signed by an association leader or designee. Upon receipt of a written, signed request, the association will promptly notify the payroll department of the change, and ask that it be processed for the next scheduled pay date, which may vary depending on the department's payroll processing deadlines.

Section E: Transmission of Dues

With respect to all sums deducted by the Board, within ten (10) business days the Board shall remit to the PEO designated by the professional employee the total amount of dues deducted for membership in that PEO, accompanied by an alphabetical list that includes all professional employees for whom such deductions have been made. At least monthly, the list provided by the Board shall indicate any changes in personnel from the list previously furnished. The PEOs agree to advise the Board of all members of

the PEO in good standing who have elected to use payroll dues deductions and to furnish information needed by the Board to fulfill the provision of this Article, which is not otherwise available to the Board.

Section F: Duration

Authorization for dues deduction by a professional employee shall continue in effect from year-to-year unless revoked in writing to the appropriate PEO and the business office of the Board before September 1 of any new school year.

Section G: Contributions

Upon appropriate written authorization from a professional employee, the Board shall deduct as designated from the employee's payroll check and make appropriate remittance of additional contributions and/or donations to the authorized organization.

Article IX: Final Provisions

Section A: Savings


If any article or part of this Agreement 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 Agreement shall not be affected, and the parties may agree to re-enter collaborative conferencing for the purpose of bringing the MOU into compliance with the law.

Section B: Modification of Agreement (Reopeners)

1. Prior to the expiration of this agreement, either party—Board or PEO—may request, in writing to the other party, to return to the table to discuss the modification of Articles that depend upon funding from local governing bodies or state agencies.
2. Any items included within the memorandum that require funding shall not be considered effective until such time as the body empowered to appropriate 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 agreement within the amount of funds appropriated.

Section C: Duration

The provision of this Agreement shall be effective as of May 27, 2021, and remain in full force and effect until May 27, 2024.


Signature of Board Chairman

_____ Date

Cumberland County Collaborative Conferencing Team

Management Personnel	Representatives of Professional Employees
Jim Inman, Board Chairperson	Julia Timson, CCEA President
Ina Maxwell, Director of Schools	Kim Wattenbarger, CCEA Vice President
Tony Brock, Board Member	Becky Smith, SMHS Teacher
Stephanie Barnes, Chief Academic Officer	Blake Barnett, Martin Teacher
Kacee Harris, Chief Financial Officer	Gail Reed, Crab Orchard Teacher
Kim Bray, Human Resource Officer	Lee Houston, Brown Librarian
Mitch Lowe, Principal	Mike DiBiccaro, CCHS Teacher

Appendix A: FY 21-22 Teacher Salary Schedule UDPATE

CUMBERLAND COUNTY BOARD OF EDUCATION

2021-2022

SALARY SCHEDULE

3%, RR, State Min

LICENSED INSTRUCTIONAL PERSONNEL - BELOW ASSISTANT PRINCIPAL

SYSTEM WIDE YRS OF EXPERIENCE	BACHELOR		MASTER'S		EDUCATION SPECIALIST		DOCTORATE	
	Teachers	System- Wide Specialist	Teachers	System- Wide Specialist	Teachers	System- Wide Specialist	Teachers	System-Wide Specialist
	0	38,500	40,064	41,605	43,269	44,464	46,020	48,394
1	38,885	40,465	42,187	43,875	45,841	47,415	48,941	50,112
2	39,270	40,866	42,778	44,489	45,919	47,493	48,941	50,112
3	39,655	41,266	43,377	45,112	46,150	47,761	49,759	50,929
4	40,040	41,667	43,984	45,744	46,743	48,393	50,799	52,016
5	40,425	42,067	44,600	46,384	47,724	49,397	51,851	53,086
6	41,370	43,025	45,365	47,180	49,024	50,739	53,270	54,540
7	41,473	43,132	45,478	47,298	50,076	51,832	54,399	55,691
8	41,891	43,648	46,635	48,409	51,597	53,417	56,078	57,395
9	42,692	44,477	47,634	49,438	52,713	54,563	57,288	58,647
10	43,110	44,912	47,864	49,661	52,937	54,799	57,513	58,877
11	44,900	46,696	49,380	51,355	54,072	55,969	58,739	60,143
12	45,012	46,812	49,503	51,483	54,314	56,222	58,997	60,397
13	45,160	47,051	50,188	52,078	55,473	57,411	60,263	61,702
14	45,648	47,544	50,431	52,316	55,699	57,665	60,480	61,915
15	46,242	48,179	51,507	53,444	56,900	58,889	61,783	63,251
16	46,456	48,393	51,518	53,456	56,911	58,900	61,794	63,263
17	46,932	48,899	52,417	54,371	57,914	59,945	62,905	64,397
18	46,943	48,910	52,428	54,382	57,927	59,957	62,916	64,408
19	47,704	49,705	53,343	55,344	58,960	61,027	64,081	65,602
20	47,942	49,954	53,609	55,621	59,255	61,332	64,401	65,930
21	48,182	50,204	53,877	55,899	59,551	61,639	64,723	66,260
22	48,423	50,455	54,147	56,178	59,849	61,947	65,047	66,591
23	48,665	50,707	54,418	56,459	60,148	62,257	65,372	66,924
24	48,908	50,961	54,690	56,742	60,449	62,568	65,699	67,258
25	49,153	51,215	54,963	57,025	60,751	62,881	66,027	67,595
26	49,153	51,215	54,963	57,025	60,751	62,881	66,027	67,595
27	49,153	51,215	54,963	57,025	60,751	62,881	66,027	67,595
28	49,153	51,215	54,963	57,025	60,751	62,881	66,027	67,595
29	49,153	51,215	54,963	57,025	60,751	62,881	66,027	67,595
30	49,153	51,215	54,963	57,025	60,751	62,881	66,027	67,595

Footnotes:

Note 1: See State Board of Education Rules, Regulations and Minimum Standards 0520-2-4-.01(25), Advanced Academic Training Acceptable for Purposes of Salary Rating on the License, regarding master's degree, education specialist's degree, and doctor's degree designations.

Note 2: Occupational education teachers with less than a bachelor's degree who hold the occupational education license shall be paid on a bachelor's

Appendix A: FY 21-22 Teacher Salary Schedule UPDATE

CUMBERLAND COUNTY BOARD OF EDUCATION
SALARY SCHEDULE

2021-2022
3% with Recruit-Retain

LICENSED INSTRUCTIONAL PERSONNEL - Grandfathered Masters + Scale

SYSTEM WIDE YRS OF EXPERIENCE	Masters +10 Hours		Masters +20 Hours		Master +30 Hours	
	Teachers	System- Wide Specialist	Teachers	System- Wide Specialist	Teachers	System- Wide Specialist
	0	\$40,843	\$42,352	\$40,768	\$42,267	\$44,292
1	\$41,467	\$42,999	\$42,164	\$43,698	\$45,709	\$46,359
2	\$42,091	\$43,646	\$42,264	\$43,798	\$45,812	\$46,453
3	\$42,715	\$44,293	\$42,454	\$44,012	\$46,006	\$46,679
4	\$43,339	\$44,940	\$43,000	\$44,592	\$46,533	\$47,224
5	\$43,963	\$45,587	\$43,715	\$45,342	\$47,294	\$48,006
6	\$44,807	\$46,171	\$44,710	\$46,373	\$48,064	\$48,796
7	\$45,785	\$47,482	\$45,674	\$47,372	\$49,057	\$49,805
8	\$46,837	\$48,611	\$47,039	\$48,813	\$50,521	\$51,293
9	\$47,835	\$49,639	\$48,038	\$49,841	\$51,608	\$52,405
10	\$48,066	\$49,863	\$48,268	\$50,065	\$51,855	\$52,647
11	\$49,107	\$50,951	\$49,309	\$51,153	\$52,976	\$53,794
12	\$49,312	\$51,150	\$49,522	\$51,360	\$53,187	\$54,001
13	\$50,391	\$52,281	\$50,592	\$52,482	\$54,339	\$55,169
14	\$50,746	\$52,517	\$50,834	\$52,719	\$54,563	\$55,390
15	\$51,709	\$53,646	\$51,910	\$53,848	\$55,720	\$56,571
16	\$51,721	\$53,658	\$51,922	\$53,859	\$55,732	\$56,582
17	\$52,618	\$54,573	\$52,821	\$54,775	\$56,704	\$57,565
18	\$52,630	\$54,584	\$52,832	\$54,787	\$56,715	\$57,576
19	\$53,546	\$55,547	\$53,748	\$55,750	\$57,721	\$58,949
20	\$53,814	\$55,825	\$54,017	\$56,028	\$58,010	\$59,284
21	\$54,083	\$56,104	\$54,287	\$56,308	\$58,300	\$59,540
22	\$54,353	\$56,385	\$54,558	\$56,590	\$58,581	\$59,838
23	\$54,625	\$56,667	\$54,831	\$56,873	\$58,884	\$60,137
24	\$54,898	\$56,950	\$55,105	\$57,157	\$59,178	\$60,438
25	\$55,173	\$57,235	\$55,381	\$57,443	\$59,474	\$60,740
26	\$55,173	\$57,235	\$55,381	\$57,443	\$59,474	\$60,740
27	\$55,173	\$57,235	\$55,381	\$57,443	\$59,474	\$60,740
28	\$55,173	\$57,235	\$55,381	\$57,443	\$59,474	\$60,740
29	\$55,173	\$57,235	\$55,381	\$57,443	\$59,474	\$60,740
30	\$55,173	\$57,235	\$55,381	\$57,443	\$59,474	\$60,740

Footnotes:

Note 1: See State Board of Education Rules, Regulations and Minimum Standards 0520-2-4-.01(15), regarding requirements for Masters + semesters hours on the license, regarding master's degree, education specialist's degree, and doctor's degree designations.

Note 2: This scale only exists for 11 employees that were on the Masters + scale in FY 13-14. These 9 employees were grandfathered to this scale until the employee retires, leaves the system or attains the degree. The employees include: Samantha Isbell, Kim Cram, Duane Hazelton, Laura Xidwell, Bruce Mullins Jr., William Patten, Linda Gayle Reed, Anna Bryant, and Josette Schaefer.

Appendix B: Grievance Procedures

Grievance Steps and Time Frames		
Time Frame	Step	Description
40 business days		No grievance shall be recognized by the BOE unless it has been presented to the appropriate level in writing within 40 days after the aggrieved person knew of the act.
	Step 1	Employee or Association presents the grievance in writing to immediate supervisor
Within 10 business days		After receipt of grievance, supervisor arranges for meeting with grievant
Within 10 business days		After the meeting, the immediate supervisor issues written response
Within 10 business days	Step 2	After receipt of response, grievant may refer to DOS
Within 10 business days		DOS shall arrange for a meeting
Within 10 business days		After the meeting, the DOS issues written response
Within 10 business days	Step 3	Following the DOS response, grievant may request a BOE review
Within 30 business days		BOE reviews the case then holds a hearing
Within 15 business days		Following the hearing, BOE renders a written decision

Appendix C: Insurance Premiums – Cost Share Health Insurance UPDATE



2021 CUMBERLAND COUNTY SCHOOLS

HEALTH INSURANCE MONTHLY PREMIUMS JANUARY 1, 2021 - DECEMBER 31, 2021

NETWORK BLUE CROSS PPO AND CIGNA LOCAL PLUS		MONTHLY PREMIUM	CERTIFIED MONTHLY COST		NON-CERTIFIED MONTHLY COST	
COVERAGE LEVEL	CO-INSR RATES		EE RATES	CO-INSR RATES	EE RATES	
PREMIER PLAN		540.00	540.00	0.00	640.00	0.00
EMPLOYEE		1065.00	1065.00	0.00	640.00	415.00
EMPLOYEE + CHILDREN		1247.00	913.15	333.85	640.00	607.00
EMPLOYEE + SPOUSE		1663.00	1329.60	334.40	640.00	1023.00
EMPLOYEE + CHILDREN + SPOUSE						
STANDARD PLAN		599.00	599.00	0.00	599.00	0.00
EMPLOYEE		989.00	569.00	0.00	599.00	389.00
EMPLOYEE + CHILDREN		1199.00	655.03	313.50	599.00	570.00
EMPLOYEE + SPOUSE		1557.00	1244.05	312.95	599.00	958.00
EMPLOYEE + CHILDREN + SPOUSE						
LIMITED PPO		540.00	540.00	0.00	540.00	0.00
EMPLOYEE		903.00	903.00	0.00	540.00	355.00
EMPLOYEE + CHILDREN		1066.00	792.00	286.00	537.00	531.00
EMPLOYEE + SPOUSE		1423.00	1137.00	286.00	537.00	886.00
EMPLOYEE + CHILDREN + SPOUSE						
CDHP/H.S.A.		465.00	465.00	0.00	465.00	0.00
EMPLOYEE		786.00	786.00	0.00	465.00	301.00
EMPLOYEE + CHILDREN		907.00	853.90	243.10	465.00	442.00
EMPLOYEE + SPOUSE		1209.00	964.90	243.10	465.00	743.00
EMPLOYEE + CHILDREN + SPOUSE						

CIGNA OPEN ACCESS		MONTHLY PREMIUM	CERTIFIED MONTHLY COST		NON-CERTIFIED MONTHLY COST	
COVERAGE LEVEL	CO-INSR RATES		EE RATES	CO-INSR RATES	EE RATES	
PREMIER PLAN		620.00	620.00	0.00	620.00	0.00
EMPLOYEE		1065.00	1065.00	0.00	620.00	415.00
EMPLOYEE + CHILDREN		1327.00	971.15	355.85	620.00	647.00
EMPLOYEE + SPOUSE		1743.00	1366.01	356.40	620.00	1063.00
EMPLOYEE + CHILDREN + SPOUSE						
STANDARD PLAN		639.00	639.00	0.00	639.00	0.00
EMPLOYEE		1029.00	1029.00	0.00	639.00	389.00
EMPLOYEE + CHILDREN		1249.00	913.50	335.50	639.00	610.00
EMPLOYEE + SPOUSE		1637.00	1302.05	334.95	639.00	998.00
EMPLOYEE + CHILDREN + SPOUSE						
LIMITED PPO		528.00	528.00	0.00	528.00	0.00
EMPLOYEE		943.00	943.00	0.00	528.00	355.00
EMPLOYEE + CHILDREN		1148.00	848.00	308.00	528.00	560.00
EMPLOYEE + SPOUSE		1593.00	1195.00	308.00	528.00	915.00
EMPLOYEE + CHILDREN + SPOUSE						
CDHP/H.S.A.		505.00	505.00	0.00	505.00	0.00
EMPLOYEE		806.00	806.00	0.00	505.00	301.00
EMPLOYEE + CHILDREN		907.00	721.00	265.10	505.00	482.00
EMPLOYEE + SPOUSE		1209.00	1022.90	265.10	505.00	753.00
EMPLOYEE + CHILDREN + SPOUSE						