



**KNOX COUNTY SCHOOLS
STAFF COORDINATION AND SIGNATURE ROUTING FORM**

20-203

Instructions: This form must accompany all actions that require the Superintendent's signature and/or Board of Education approval. Please follow Steps 1 and 2 in their entirety and then complete process with Final Step A OR B below.

School/Department Originating Action: Collaborative Conferencing Management Team Date: 4/14/2020

Description: Memorandum of Understanding with Knox County Education Association as recommended by Collaborative Conferencing Management Team

Step 1: All actions/documents must be approved by the appropriate Supervisor/Director/Executive Director/Chief of your department or school. Please note, if documents involve personnel or employment positions, they must be routed through the Executive Director of Human Resources. If documents have a budgetary impact or regard school internal funds, they must be routed through the Budget Director and/or Supervisor of Internal School Funds. If Federal funds are utilized, approval of Federal Programs Director must be obtained and if action involves grant funding, documents must be routed through the Grant Manager.

Routing Sequence	Position	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
1	Requester	Rodney Russell	RR		via email	4/14/2020
2	Supervisor/Director/Executive Director/Chief					
	Executive Director of Human Resources	Scott Bolton				
	Budget Director	Joe Snyder				
	Supervisor of Internal School Funds	Garrett Raiden				
	Federal Programs Director	Cheryl Martin				
	Grant Manager	Laura Denton				

Step 2: Once actions/documents have been approved by the Supervisor/Director/Executive Director/Chief of your department or school, they must be routed to the appropriate Assistant Superintendent/Chief for approval.

Routing Sequence	Assistant Superintendent/Chief	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
	Chief of Staff	Renee Kelly				
	Asst Superintendent/Chief Financial Officer	Ron McPherson				
	Chief Operating Officer	Russ Oaks				
	Asst Superintendent/Chief Academic Officer	Dr. Jon Rysewyk				

FINALIZE ROUTING PROCESS BY COMPLETING EITHER FINAL STEP A OR FINAL STEP B BELOW.

Final Step A: All actions/documents requiring only the Superintendent's approval/signature should be routed directly to the Superintendent's office by using the section below.

Routing Sequence	Position	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
	Superintendent	Bob Thomas	BT			8/13/2020

Final Step B: All actions/documents requiring approval by the Board of Education should be routed directly to the Board of Education Assistant by using the section below. Please note: The Board Assistant will route all documents requiring Law Department review which require Board/County Commission approval.

Routing Sequence	Position	Name	Approved (Initial)	Not Approved (Initial)	Comment	Date
2	Board of Education Executive Assistant	Terri Coatney	TC		May 2020 BOE Agenda	4/20/20
For Board Use Only	Law Department	Gary Dupler	GD		July v/ correct	7/30/2020

Memorandum of Understanding between the Knox County Board of Education and the Knox County Education Association

In accordance with Tennessee Code Annotated 49-5-608 and 49-5-609, nine (9) representatives of the Knox County Education Association serving the Knox County Schools Professional Employees and nine (9) management representatives of the Knox County Board of Education have engaged in collaborative conferencing. Pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA), the scope of conferencing was limited to the following: salaries or wages, grievance procedures, insurance, fringe benefits, working conditions, leave and payroll deductions. This Memorandum of Understanding (MOU) memorializes and records the understanding reached by the Board of Education and its professional employees as to the terms and conditions of professional service.

SALARY AND BENEFITS

SALARY AND WAGES

- A. The Knox County Board of Education approves and allocates the budgetary resources (that is, defines how budgetary resources will be spent), and the Knox County Commission appropriates budgetary resources (authorizes funding and the collection of taxes to generate appropriate revenue), after considering the recommendation of the Knox County Mayor.
- B. Through past collaborative conferencing efforts, Knox County Schools salaries have risen in the Knoxville region from 11th to 4th based on weighted average salaries included in the Tennessee Department of Education's 2019 BEP Report. It is acknowledged that the pandemic of 2019 may impact future budgets. However, The Knox County Board of Education, its administration, and its professional employees hereby join in continuing, as our goal, that average teacher base pay will increase 4% annually or be within the top 20 school systems in Tennessee.
- C. This agreement recognizes that Knox County Schools' professional employees are compensated (in terms of both salaries and benefits) at levels which are below the averages of comparable and competitive county school systems in Tennessee such as Davidson, Hamilton, Shelby, and Rutherford.
- D. The salary schedule (Appendix A), in effect in the 2020-2021 school year, shall remain in effect through the duration of this MOU, granted however, that the Knox County Board of Education shall have the flexibility, if they decide it is in the best interest of high-quality public education, to add additional means to earn additional compensation. Nothing in this agreement shall preclude the Knox County Board of Education from developing additional policies, strategies, and/or structures to meet the differentiated pay requirement under Tennessee law.
- E. If there are additional funds available for compensation, the collaborative team and/or its designees will reconvene for the purpose of considering the allocation of said additional funds, if requested by either party.

SICK LEAVE BONUS

Individuals actively employed by the Knox County Board of Education at the time of their retirement will receive a bonus of sixty dollars (\$60.00) per day for all accumulated, unused, sick leave days earned.

If the employee gives at least a one hundred (100) calendar day notice of retirement, the employee will receive one hundred dollars (\$100.00) per day for all accumulated, unused, earned sick leave days. Employees retiring at the end of the first semester should notify the system by September 1 of that school year, or the next working day if September 1 is

on a weekend or holiday, to receive the one hundred dollar bonus. Written notification at least one hundred calendar days prior to retiring or notification by September first (end of first semester retirement) or February first (end of second semester retirement) qualifies the individual for the one hundred dollar bonus per day for unused earned sick leave days. The maximum benefit for any individual shall be one year of salary at the time of retirement.

401 K PLAN

The Board will make available a 401 K retirement plan that employees may choose to contribute to through payroll deduction. The carrier of this plan will be selected at the sole discretion of the Board.

INSURANCE

Health

The Knox County School Board will continue to offer health coverage through the state group insurance program or comparable health coverage programs. Currently the board offers four state plans: Premier PPO, Standard PPO, Limited PPO and Local CDHP/HSA. As the board continues to offer health coverage, it will do the following:

- A. Maintain at least the current dollars paid by the Board (Appendix B) as an employer contribution to health insurance premiums (per plan).
- B. Articulate the Board's interest and goal to maintain its current percentages of coverage unless fiscally infeasible.
- C. Commit to an annual conversation with the professional employees' representatives about how best to allocate the resources that may be available for health insurance (subject to Board approval). The collaborative team (or their designees) will reconvene annually for this purpose if requested by either party by October 1 of each year.

Dental

The Board shall make available to all professional employees a group dental plan that shall be subject to requirements imposed by the selected carrier. The Board shall pay four dollars (\$4.00) per month per participating employee with this amount not to exceed \$48.00 in any twelve (12) month period. The employee shall pay any additional premium costs for the selected coverage. The carrier of this plan will be selected at the sole discretion of the Board and may be changed at any time by the Board.

Vision

The Board shall make available to all professional employees a group vision plan that shall be subject to requirements imposed by the selected carrier. The employee shall pay the full premium costs for the selected coverage. The carrier of this plan will be selected at the sole discretion of the Board and may be changed at any time by the Board.

Workers' Compensation

Knox County Board of Education agrees to accept workers' compensation benefits under the Tennessee Workers Compensation Act on behalf of its certified employees for all injuries arising primarily out of and in the course and scope of employment as defined in Tennessee Code Annotated 50-6-102(12) occurring on or after July 1, 2016.

Life

The Board will provide a group life insurance policy for each professional employee. The effective date of this insurance for new employees will be the date of employment. The carrier of this policy will be selected at the sole discretion of the Board. The life amount shall be one and one-half times the employee's annual salary with a minimum benefit of twenty thousand dollars (\$20,000) and a maximum benefit of fifty thousand dollars (\$50,000).

Supplemental Life Insurance

Additional supplemental coverage may be added by the employee within the first 31 days of employment or within 60 days of a qualifying event. The employee will pay the additional cost.

Child Coverage

Employees may obtain \$5,000 of coverage for their children at any time as long as the child is between the ages of 15 days and 26 years of age. Employees pay one premium regardless of the amount of children they wish to cover. As an example, a monthly employee with three children pays \$.90 a month. A monthly employee with one child pays \$.90 a month. Children who are disabled can be covered after the age of 26. Additional paperwork must be completed in order for the child to be covered.

Spouse Coverage

Employees may obtain \$10,000, \$20,000, or \$30,000 of coverage for their spouses if they submit paperwork during the first 31 days of employment. Spouse coverage cannot exceed 100% of employee's basic coverage amount.

GRIEVANCE PROCEDURES

- A. A professional employee who believes that the terms of this Memorandum of Understanding (MOU) has been violated may file a grievance to request remedy or redress of the situation.

Definitions:

Professional Employee- Any person employed by Knox County Schools in a position that requires a license issued by the Tennessee Department of Education for service in public elementary and secondary schools of the State of Tennessee, but shall not include any member of the management team, as defined in Tennessee Code Annotated (TCA) 49-5-602.

Memorandum of Understanding (MOU) Grievance- An allegation by a professional employee that there has been a violation of the terms of the Memorandum of Understanding between the professional employees and the Knox County Schools Board of Education. This is not a grievance of evaluation as defined by in Tennessee State School Board policy 5.201.

Immediate Supervisor- The principal or, in the case of one not under the authority of a principal, the professional employee's immediate supervisor.

Day-The reference to day is a business day. If a due date is a day that for any reason Knox County Schools' Central Office is closed, the due date shall be the next day Knox County Schools' Central Office is open.

B. Informal Grievance Discussion

Before filing a Step I written MOU grievance, the professional employee shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the MOU grievance informally. If the MOU grievance is with the immediate supervisor, the professional employee shall first discuss the matter in good faith with the Executive Director of Human Resources in the Human Resources Department. The time limit for filing an MOU grievance is fifteen (15) days. In this informal meeting, the grievant shall orally advise his/her immediate supervisor that the professional employee is giving notice of an MOU grievance, shall cite the particular section(s) of the MOU which allegedly was/were violated, and shall state the relief sought. The informal discussion shall be documented on a Professional Communication Record. However, these statements shall not restrict the grievant in any way should he/she choose to proceed to formal step 1.

The immediate supervisor and/or Executive Director of Human Resources shall have fifteen (15) days after the informal meeting to hold a second informal meeting and respond orally to the grievant. The informal discussion shall be documented on a Professional Communication Record. No action taken at this level by either party shall be deemed to establish past practice, custom, precedent, or usage as to any other circumstance or occurrences in the past, present, or future.

C. Step 1: Immediate Supervisor

1. If the informal action does not resolve the problem satisfactorily, the grievant shall have the right to lodge a written MOU grievance with his immediate supervisor and to the Executive Director of Human Resources in the Human Resources Department. The written MOU grievance must be submitted within fifteen (15) days following the response of the immediate supervisor in the informal action.
 - i. MOU grievance forms will be provided on the district Internet site.
 - ii. MOU grievances may be submitted in other formats as long as all required components are included.
2. Required components of grievance:
 - i. Educator's name, position, school/assignment, and additional title, if any
 - ii. Name of the educator's immediate supervisor
 - iii. Section(s) violated
 - iv. Violation Date
 - v. Facts upon which MOU grievance is based
 - vi. Relief or remedy sought
 - vii. Grievant's signature and date
3. Failure to state educator's name, position, and school/assignment, specific articles and sections violated, facts upon which MOU grievance is based, and grievant's signature and date shall result in the MOU grievance being considered improperly filed and invalid.
4. After receiving the MOU grievance, the immediate supervisor shall:
 - i. Examine the documentation presented by the grievant and such other documentation as may be relevant and available.
 - ii. If necessary, contact observers and other relevant parties to gather additional information.
 - iii. Communicate a written decision to the grievant, including the results of the investigation and any recommended corrective action, within fifteen (15) days of receipt of the MOU grievance, providing the grievant with the opportunity to accept the corrective action and end the grievance process, to accept the corrective action and continue the grievance process, or refuse the corrective action and continue the grievance process.
 - iv. At the immediate supervisor's discretion, he/she may remedy or redress the situation on behalf of the grievant.

D. Step II- Director of Schools or Designee

1. If the MOU grievance is not settled in step I, the grievant shall have fifteen (15) days following the receipt of the Step I decision to appeal to the Director of Schools or her/his designee.
2. Upon receipt of the appeal, the Director of Schools or her/his designee shall within thirty (30) days do the following:

- i. The Director of Schools or her/his designee, based on a review of the record, may:
 - a. Schedule an informal meeting to have a discussion with the grievant, and, if appropriate, schedule to hear facts, allegations, and testimony by witnesses as soon as practical.
 - b. Affirm or overturn the decision of the immediate supervisor with or without an informal meeting with the grievant.
 - ii. Convey the decision based on the review of the record to the grievant in writing.
3. If an informal meeting is granted, the Director of Schools or her/his designee will:
- i. Hold an informal discussion with grievant, or, if appropriate, schedule to hear facts, allegations, and testimony by witnesses as soon as practical.
 - ii. Allow an attorney or a representative to speak on behalf of the professional employee.
 - iii. Communicate a decision to the grievant, including the results of the investigation and any recommended corrective action, within twenty (20) days of the conclusion of 3i of Step II, providing the grievant with the opportunity to accept the corrective action and end the grievance process, to accept the corrective action and continue the grievance process, or refuse the corrective action and continue the grievance process.
 - iv. At the Director of Schools’/designee’s discretion, he/she may remedy or redress the situation on behalf of the grievant.

E. Step III – Local Board of Education

- 1. Educators may request a hearing before the Board of Education by submitting a written MOU grievance and all relevant documentation to the Board of Education no later than fifteen (15) days after the notification of the decision rendered in Step II.
- 2. The Board of Education, based on a review of the record, may:
 - i. Grant or deny a request for a full Board hearing.
 - ii. Affirm or overturn the decision of the Director of Schools with or without a hearing.
- 3. If a hearing is granted, the Board will:
 - i. Hold such hearing no later than forty-five (45) days after the receipt of a request for a hearing.
 - ii. Allow an attorney or representative to represent the grievant before the Board.
 - iii. Give written notice of the time and place of the hearing to the grievant and the Director of Schools.
 - iv. Communicate its decision, in writing, to all parties no later than thirty (30) days after the conclusion of the hearing.
 - v. The written communication should include the findings and any recommended corrective action, and provide the grievant with the opportunity to accept the corrective action.
- 4. All decisions shall be rendered within ninety (90) days of the receipt of the written MOU grievance in Step III.

5. The Board of Education shall serve as the final step for all MOU grievances.
6. MOU grievance information will be kept outside of personnel files if legally possible.

WORKING CONDITIONS

WORK DAY

A. Working Hours

1. Professional employees shall be on duty at least seven hours and forty-five minutes each day.
2. Professional employees shall be at their place of assignment at times designated by their principals or immediate supervisors.
3. Additional time may be required by the principal when necessitated by the needs of the system or requirements of the job. Additional time is interpreted to include other meetings related to the duties and responsibilities of a professional employee.
4. All professional employees shall be provided each day with a lunch period during which they shall not have assigned duties. The lunch period for each professional employee shall be at least the same amount of time as that allowed for students.

B. Planning Time

At least two and one half (2 1/2) hours of individual planning time shall be provided each week during which teachers have no assigned duties or responsibilities other than planning for instruction. The individual planning time shall be provided in thirty-minute blocks or greater. A pattern of extenuating circumstances will not be considered acceptable justification for failure to provide individual planning time in blocks of at least 30 minutes. It is the individual teacher's responsibility to maintain fidelity of his/her two and one half (2 ½) hours of planning time. Planning time shall not occur during any period the teacher is entitled to duty-free lunch.

C. Annual school-based administrative days (Teacher Work Day)

Under Tennessee Code Annotated 49-6-3004, the Knox County Board of Education is required to include four (4) discretionary days in its annual calendar to complete the required 200 days of the school year. KCS designates these four (4) discretionary days as administrative days (teacher work days). Administrative days (teacher work days) will be used by professional employees for educational functions such as planning and preparation for commencement of classes. These four (4) days will not be used for professional development, but as work days for the staff. School administration may exchange an administrative day on the system's calendar for a school-based in-service day in the same year on the school district calendar. To exchange an administrative day for a school-based in-service day, the principal will survey his/her staff for majority approval of those responding. Upon approval of those responding, the principal will

submit the request in writing to his/her grade-level director explaining the reason for the exchange and the date of the administrative-day on the school district calendar that will become the school-based in-service day.

D. Faculty Meetings

Professional employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending a faculty meeting. These meetings should be limited to one (1) day per month unless an emergency or critical school issue exists. They shall begin no later than fifteen (15) minutes after the close of the students' school day and last no longer than one (1) hour. Except in cases of emergency, employees will be notified at least forty-eight (48) hours in advance of any planned before- or after-school meeting. The administrator should publish an outline of the agenda and provide opportunities for employee input.

Tuesdays shall be set aside for faculty and system-wide department meetings. The fourth and fifth Tuesday shall be reserved for system-wide department meetings and prioritized as such.

Faculty meetings will not be called for the purpose of product sales or professional organization activities. In-service, professional growth, or training required by state law or board policy will be limited to scheduled in-service days or made available for in-service credit after scheduled contract hours.

C. Administrative Prerogative

Any immediate supervisor shall have the right to extend to professional employees under his/her supervision courtesies and special privileges and/or dispensations so long as all professional employees of his/her staff are treated equitably. Prior to such courtesies and special privileges being taken, the immediate supervisor or designee must give approval. If a supervisor determines that an individual has abused a grant of special privilege, the supervisor may decline to extend further courtesies and special privileges. Complaints relating to this section are not subject to the grievance procedure.

FACILITIES USE

As defined in the Professional Educators Collaborative Conferencing Act (PECCA) of 2011, the Knox County School Board will permit any professional employees' organization receiving fifteen (15) percent or more of the professional employees' poll to have access at reasonable times before or after the instructional day to areas in which professional employees work. They may also use institutional messaging bulletin boards, mailboxes or other communication media, or institutional facilities as permitted by the Knox County School Board policy or procedure for community use at reasonable times for the purpose of holding a meeting concerned with the exercise of the rights guaranteed by PECCA.

DISCIPLINARY CONFERENCES

Employees may request to have a representative from their professional organization or a colleague from their building present during a disciplinary conference with school or central office administration. The representative or colleague may act as a note taker and is allowed to ask clarifying questions at the conclusion the the conference. The administrator should be notified that a representative will be in attendance and authorize the coverage of both the employees' classes if needed to ensure appropriate supervision of students. If the educator requests a representative or colleague to attend the conference, the meeting may be delayed for no more than 48 hours for the selection and scheduling to accommodate the representative or colleague. The Director of Schools or his/her designee may suspend the 48 hour requirement if an immediate investigation is required.

A disciplinary conference exists when the following occur:

1. Investigative process in which an employee may receive discipline
2. Review of a letter of concern or letter of reprimand
3. Administrative leave with pay recommendation
4. Suspension without pay recommendation
5. Notice of termination.

PERSONNEL FILES

- A. No anonymous material shall be maintained in a professional employee's personnel file.
- B. The Director of Schools or his designee(s) is authorized to maintain personnel records and to permit inspection of the same. The school system shall maintain active professional employees' personnel files at the system's central office. The following personnel records shall be maintained for all professional employees as appropriate:
 1. Employee applications (Pre-dated 2009)
 2. Documents required by state and federal laws and regulations
 3. Commendations awarded by the Board of Education, Director of Schools, Supervisor or any state/national professional organization
 4. Any written disciplinary document, conference of concern, written reprimand, administrative leave documents, Tell Your Side responses, and/or employment notices generated as part of employment with Knox County Schools
- C. The following guidelines shall be followed:
 1. Information contained in personnel records shall be limited to job-related matters.
 2. The Director of Schools shall be responsible for notifying all professional employees of the types of records kept and uses made of such records.
 3. Grievances, grievance answers, and materials directly related to grievances shall not be maintained in a professional employee's personnel file.
 4. Professional employees shall be provided a copy of disciplinary material (except for material considered confidential by law) that is placed in their records.
 5. Professional employees shall also have the right to prepare a written response to the material, which shall be attached to the material and become a part of the records.

6. Professional employee records are public records, except for matters deemed confidential by law, and shall be open for inspection during regular business hours. The individual making the request for records shall present a photo ID before any records are made available. Knox County Schools will make a personnel file requested for viewing, available within 48 hours of the request. Multiple record requests may take longer.
 7. In accordance with federal law, the district shall release information regarding the professional qualifications and degrees of professional employees and the qualifications of paraprofessionals to parents upon request for any professional employee or paraprofessional who is employed by a school receiving Title I funds and who provides instruction to their child at that school.
 8. A record of the person inspecting and the date of inspection shall be kept and an attempt will be made to notify the professional employee by phone and email. The professional employee has the right to be present (except those conditions listed in item C9) but is not required to be present.
 9. The superintendent, board members, need-to-know central office staff, the employee's principal or prospective principal, and/or supervisor or prospective supervisor may view a personnel file without the professional employee being notified or present. Persons presenting a subpoena, a lawful order of a court of competent jurisdiction, or other lawful order issued in accordance with the provisions of Tennessee Code Annotated, Title 10, Chapter 7, may view a personnel file without the employee being notified or present.
 10. Copies of records not deemed as confidential may be made under rules determined by the Director of Schools.
- D. The Board and its administration hereby affirm their intent to handle all matters involving professional employees' records in such a manner as to afford professional employees the maximum measure of due process that circumstances may allow.

LEAVE

EMERGENCY LEAVE

An immediate supervisor may grant a professional employee emergency leave during the workday for sudden, unexpected occurrence demanding immediate attention. Knox County School Board of Education Policy Emergency and Legal Leave (G460) shall be followed.

LEGAL LEAVE

When a professional employee is summoned for jury duty, he/she shall be granted leave. Knox County School Board of Education Policy Emergency and Legal Leave (G460) shall be followed.

If a professional employee appears in court because of a personal interest, whether as a plaintiff, defendant, or witness, or voluntarily appears on behalf of family or friends, or when a professional employee is required to appear in court either as a defendant or plaintiff in a civil

case, personal leave or leave without pay shall be granted in accordance with Knox County School Board of Education Policy Emergency and Legal Leave (G460).

LONG-TERM LEAVE OF ABSENCE

Professional employees in regular, temporary, or interim positions shall be granted leave without pay for the following: military service, legislative service, maternity, adoption, recuperation of health or visitation of a spouse, child or parent deployed for military duty out of the country who has been granted rest and recuperation leave, and education improvements or other sufficient reason without loss of accumulated leave credits, tenure status, or other fringe benefits. Knox County School Board of Education Policy Long-Term Leaves of Absence (G463) shall be followed.

SICK LEAVE

Sick leave shall be granted to a professional employee for the following: illness of a teacher from natural causes or accident, quarantine, or illness or death of a member of the immediate family of a teacher, including the teacher's wife or husband, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law. Knox County School Board of Education Policy Sick and Bereavement Leave (G461) shall be followed.

PERSONAL AND PROFESSIONAL LEAVE

Professional employees shall earn personal and professional leave at the rate of one day for each half year employed for a total of two (2) days per year. Knox County School Board of Education Policy Personal and Professional Leave (G462) shall be followed.

FAMILY AND MEDICAL LEAVE

Professional employees who have been employed for at least twelve (12) months by the Board and anyone who has at least 1,250 hours of service during the previous twelve month period are entitled to take reasonable leave. Knox County School Board of Education Policy Family and Medical Leave (G464) shall be followed.

MILITARY LEAVE

Professional employees who are members of any reserve component of the Armed Forces of the United States shall be granted leave of absence for all periods of military service during which they are engaged in the performance of duty or training in the service of the state or the United States. Knox County School Board of Education Policy Military Leave (G465) shall be followed.

LEGISLATIVE LEAVE

Professional employees who have been elected to state or local law-making bodies shall be granted two (2) days per month with pay while on contract for the time those law-making bodies are in official session or while attending official meetings outside the session. Knox County School Board of Education Policy Legislative Leave (G466) shall be followed.

ASSOCIATION LEAVE

A professional organization receiving fifteen (15) percent or more of the professional employees' poll to represent them as defined by the Professional Educators Collaborative Conferencing Act of 2011 may request at the beginning of each school year to purchase up to 25 leave days on an as-need basis as determined by the professional organization. These days are to be used by professional employees of that organization to participate in non-political business of the organization. The Director of Schools will have the final decision to grant the request. The cost to the requesting organization will be the cost of a substitute at the time of the request. A maximum of five association leave days may be granted within a school year to any one professional employee. Up to 25 additional days may be requested by the association to the Director of Schools. If approved the association would then purchase the days. Employee.

A professional employee shall be granted upon request a temporary assignment for the purpose of serving as a full-time chief elected officer of a professional organization receiving fifteen (15) percent or more of the professional employees' poll pursuant to Tennessee Code Annotated § 8-50-109.

- A. The temporary assignment will be for each two-year term of the chief elected officer.
- B. Except as otherwise provided herein, no such person on temporary assignment shall be entitled to any benefits unless the full cost of the same are paid by the person on temporary assignment and/or the association of which the person is the chief elected officer.
- C. At the end of the period(s) of temporary assignment, any person who has taken such temporary assignment shall be entitled to return to the person's former position at the same place of employment in the same class or rank in the division or department which such person held prior to taking such assignment. The returning chief elected officer will return to such former position at the salary level that such person would have received (including all salary and step increases occurring during the temporary assignment, if applicable) at the time of return if the employee had not taken a temporary assignment.
- D. Any leave granted under this section shall not diminish any employee rights, including accrued but unused leave, longevity or those arising from longevity, or time in grade.

Such person shall be entitled during the period(s) of such leave to all benefits that person is otherwise entitled to, including but not limited to insurance and retirement, provided that the person or the association involved reimburses the state for its cost for such benefits in the same manner and to the same extent that would have accrued had the person not taken such leave.

BEREAVEMENT LEAVE

Per occurrence, up to two (2) days of paid bereavement leave shall be granted to professional employees. If additional days are needed, up to three (3) days of other leave (sick, personal, or unpaid) may be used. The days do not accrue and may not exceed ten (10) days per school year. In extraordinary circumstances, additional days due to bereavement may be requested through the Director of School's office. Bereavement leave applies to death of the professional employee's spouse, parent, child, grandparent, grandchild, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

Professional employees may be required to provide appropriate documentation. Permanent, cumulative bereavement leave records for each active employee shall be kept in the Human Resources office. Knox County School Board of Education Policy Sick and Bereavement Leave (G461) shall be followed.

RELIGIOUS LEAVE

Each professional employee may receive leaves of absence, up to a maximum of two (2) days per year, for the observance of an established religious rite or ordinance. The Director of Schools will have the final decision to grant or deny the request, and the final decision shall not be subject to the grievance procedure.

MISCELLANEOUS

MEMORANDUM OF UNDERSTANDING PRINTING, DISTRIBUTION, AND TRAINING

Copies of the entire Memorandum of Understanding shall be posted on the Knox County Schools Website within 30 days of ratification. The association and/or the Knox County School Board may choose to print as many copies as they choose and distribute to employees. By October 1, 2020, all principals and assistant principals will receive training on the contents of the MOU.

SEVERABILITY

In the event that any provision(s) of this Memorandum of Understanding shall at any time be found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision(s) shall be void and inoperative to the extent that it violates the law; however, all other provision(s) of this Memorandum of Understanding shall continue in effect. If such legal action should occur, the parties shall, within 15 calendar days, enter into negotiations for the purpose of developing a replacement provision(s).

DURATION

The provisions of this agreement will be binding on the Parties for a period of three years from the date of its approval by the Board of Education as an item on the agenda of a regular or special called board meeting. Either the Professional Employees' Team or Management Team may open collaborative discussions on articles in this memorandum of understanding regarding insurance and fringe benefits, all, or in part, by requesting each year to open collaborative discussions by October 1 of each school year or within 30 days after the allocation of additional budgetary resources. If there are additional funds available for compensation, the collaborative team and/or its designees will reconvene for the purpose of considering the allocation of said additional funds, if requested by either party. All other articles in this Memorandum of Understanding may be opened for collaborative discussions when both the professional employee representatives and school board management personnel deem it in the best interest of Knox County Schools.

KNOX COUNTY BOARD OF EDUCATION

This Document is approved by the Knox County Board of Education on the 12th day of August, 2020, as reflected in its minutes, and certified by its Chairperson.

Susan P. Horn
Susan P. Horn, Chair

Date: 8/12/2020

Approved by
Knox County Board of Education
8/12/2020 

KNOX COUNTY GOVERNMENT

Glenn Jacobs
Glenn Jacobs, Mayor

Date: 8/17/2020

KNOX COUNTY LAW DEPARTMENT

CONTRACT #: 20-203

APPROVED AS TO LEGAL FORM

Gary Dupler
Gary Dupler, Deputy Law Director

Date: 7/30/2020

SIGNATURE PAGE

Witness the authorized signatures in behalf of Management Team and the Professional Employees' Team on the day date set out below.

School Board Management Personnel/date	Professional Employees Representatives/date
Bob Thomas 7/14/2020	Tanya L. Coats 14 July 2020
A#BA 7/14/2020	Raula Hancock 7/14/20
Cindy White 7-14-20	John J. O'Donnell 7-14-20
3/28 7-14-20	Art White 7-14-20
T.M.C. 7.14.20	Ejin M. Aquilino 7-14-20
Beth Lachy 7/14/20	Logan K. Mitchell 07-14-2020
Jessica Holman 7/14/20	Stacy Green 7-14-20
Renee Kette 7/14/20	Sarah Raphael 7/14/20
Brad Corum 7/14/20	J. Fane 7/14/20
K.G.P. 7/14/20	Laura Curi 7-14-20

This Memorandum of Understanding was approved by the Knox County Schools Board of Education at a meeting on 8/12/2020.

Susan P. Horn

Knox County Board of Education Chair

Bob Thomas

Director of Schools

APPENDIX A
TEACHER COMBINED STATE AND LOCAL SCHEDULE
 Knox County Schools
 Combined State and Local Teachers' Salary Scale* - 2020 – 2021

Step	Bachelor	Master	MS + 30 Semester Hours	EDS	Doctor
0	\$39,827	\$42,430	\$44,883	\$45,767	\$49,200
1	\$41,306	\$43,951	\$46,405	\$47,267	\$51,236
2	\$41,547	\$44,193	\$46,656	\$47,508	\$51,584
3	\$42,484	\$45,098	\$47,599	\$48,403	\$51,985
4	\$43,030	\$45,735	\$48,156	\$49,039	\$52,730
5	\$43,796	\$46,575	\$49,013	\$49,821	\$54,010
6	\$44,616	\$47,449	\$49,880	\$50,705	\$55,944
7	\$45,553	\$48,434	\$50,872	\$51,729	\$57,384
8	\$46,715	\$49,661	\$52,066	\$52,960	\$59,484
9	\$47,609	\$50,588	\$53,024	\$53,946	\$59,875
10	\$48,445	\$51,477	\$53,941	\$54,818	\$60,234
11	\$49,537	\$52,580	\$55,082	\$55,906	\$61,031
12	\$50,518	\$53,560	\$56,039	\$56,950	\$61,781
13	\$51,530	\$54,669	\$57,154	\$58,006	\$62,580
14	\$52,531	\$55,708	\$58,161	\$59,045	\$63,340
15	\$53,844	\$57,063	\$59,521	\$60,416	\$64,352
16	\$54,583	\$57,797	\$60,256	\$61,138	\$65,204
17	\$55,376	\$58,605	\$61,058	\$61,958	\$66,098
18	\$56,104	\$59,344	\$61,793	\$62,692	\$66,950
19	\$56,886	\$60,132	\$62,617	\$63,500	\$67,861
20	\$58,846	\$62,092	\$64,561	\$65,466	\$68,943

*This scale is for certified teachers for a school term of 200 days.

*This salary scale includes any increases incorporated in the Tennessee Dept. of Education State BEP annual salary schedule for certified teachers. In addition, local salary contributions are included in this schedule in accordance with TCA 49-3-306.

APPENDIX B

		2019		
		Total Prem	EE Prem	KCS %
Premier PPO	EE Only	\$ 627.00	\$ 179.32	71.4%
	EE Plus Children	\$ 1,034.00	\$ 397.07	61.6%
	EE Plus Spouse	\$ 1,223.00	\$ 467.19	61.8%
	2 EE (EE + Sp) Family	\$ 1,223.00	\$ 343.98	71.9%
	2 EE Family	\$ 1,630.00	\$ 627.55	61.5%
	2 EE Family	\$ 1,630.00	\$ 506.93	68.9%
Standard	EE Only	\$ 587.00	\$ 167.88	71.4%
	EE Plus Children	\$ 969.00	\$ 372.11	61.6%
	EE Plus Spouse	\$ 1,146.00	\$ 437.78	61.8%
	2 EE (EE + Sp) Family	\$ 1,146.00	\$ 322.32	71.9%
	2 EE Family	\$ 1,526.00	\$ 587.51	61.5%
	2 EE Family	\$ 1,526.00	\$ 474.59	68.9%
Limited	EE Only	\$ 537.00	\$ 107.40	80.0%
	EE Plus Children	\$ 885.00	\$ 265.50	70.0%
	EE Plus Spouse	\$ 1,047.00	\$ 314.10	70.0%
	2 EE (EE + Sp) Family	\$ 1,047.00	\$ 201.07	80.8%
	2 EE Family	\$ 1,395.00	\$ 418.51	70.0%
	2 EE Family	\$ 1,395.00	\$ 194.17	86.1%
CDHP	EE Only	\$ 456.00	\$ 101.44	77.8%
	EE Plus Children	\$ 751.00	\$ 250.26	66.7%
	EE Plus Spouse	\$ 889.00	\$ 296.33	66.7%
	2 EE (EE + Sp) Family	\$ 889.00	\$ 189.69	78.7%
	2 EE Family	\$ 1,184.00	\$ 394.83	66.7%
	2 EE Family	\$ 1,184.00	\$ 183.19	84.5%
		KCS HSA Contribution		
		Annual Cont	Monthly Cont.	
		\$ 605.35	\$ 50.45	
		\$ 1,679.02	\$ 139.92	
		\$ 2,134.69	\$ 177.89	
		\$ 1,564.02	\$ 130.34	
		\$ 2,712.82	\$ 226.07	
		\$ 995.27	\$ 82.94	

Please note: *The premiums above are listed as a per month amount. Premiums will be adjusted for the Custodial/Maintenance (24 pay) and Food Service/Security (20 pay) payrolls. The premiums above also represent the BCBST and Cigna LocalPlus networks. There is a \$40 per month premium surcharge for Employee Only and Employee + Children of the expanded network, Cigna Open Access. An \$80 per month surcharge applies for all other premium levels on the Cigna Open Access Network.