

# **MEMORANDUM OF UNDERSTANDING**

BETWEEN

THE MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION

AND

THE PROFESSIONAL EMPLOYEES OF MURFREESBORO CITY SCHOOLS

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**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into this 22<sup>nd</sup> of August 2017 by the Murfreesboro City School Board of Education (hereinafter referred to as “the Board”) and the representatives of the professional employees of the Murfreesboro City Schools Board of Education selected pursuant to the terms of TCA 49-5-605.

The Board and the Professional Employees’ Organization acknowledge and agree to the following:

- A. The Board is the local Board of Education, as defined in the Tennessee Code of Annotated Section 49-1-103 (1), and is charged with the management and control of the local public school system in Murfreesboro, Tennessee.
- B. The “Professional Employees’ Organization” consists of educational employees of the Murfreesboro City Department of Education, as defined in Tennessee Code Annotated Section 49-5-602(8)
- C. For the duration of this MOU the Board hereby recognizes the Murfreesboro Education Association as the “Professional Employees’ Organization,” hereinafter referred to as the “Association” as the exclusive designee for educator participants in collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (PECCA) TCA 49-5-601 said determination having been made by Murfreesboro professional educators through confidential poll per the terms of PECCA.

D. The Management Team and the Association have engaged in the process of collaborative conferencing pursuant to Tennessee Code Annotated Section 49-5-602(2) and have reached an agreement as to the matters set out below.

E. The parties desire to set out their agreement, as provided by law, in this Memorandum of Understanding.

F. This Memorandum of Understanding shall not be effective until presented to and approved by the Murfreesboro City Board of Education as provided by law.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained and pursuant of the Professional Educators Collaborative Conferencing Act of 2011, Tennessee Code Annotated Section 49-6-601, et.seq. , the Board and the Professional Employees' Organization hereby record their agreement as follows:

**I. Association Access**

The Association will be allowed to hold monthly representative assembly meetings at institutional facilities with only members present. In addition the Association may have access at reasonable times before or after the instructional day to areas in which professional employees work, to use institutional bulletin boards, mail boxes or other communication media or to use institutional facilities as permitted by 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 this Act.

**II. GRIEVANCE PROCEDURE**

A complaint is an assertion by an employee that there has been a violation, misinterpretation, or inequitable application of system policies, regulation and procedures, existing laws, or other actions that adversely and directly affect the employee personally and their work.

It is the intent of this procedure that employee complaints will be identified and corrected at the earliest possible time, and at the level where the alleged incident occurred or the alleged condition exists.

Complaint processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the complaint is based so that a fair conclusion can be reached. Employees will not be discriminated against nor will reprisal be attempted against an employee because they filed a complaint.

Work Days shall be the work days of the grievant.

## **Steps**

Complaints will be processed according to the step-by-step procedures outlined below:

### **1. Working Site Level (Step 1)**

- a. A complaint will be presented orally and informally to the immediate supervisor within ten work days after the alleged offense. If the complaint is not promptly resolved, it will be reduced to writing and submitted to the immediate supervisor.
- b. Within five work days of receiving the written complaint, the immediate supervisor will render a decision in writing to the complainant.

### **2. Site Level (Step 2)**

- a. Within five work days after receiving the decisions of Step 1, the complainant may appeal the decision in writing to the appropriate director or principal with copies to be sent to all involved in the process.
- b. The step 2 supervisor will within ten work days of receipt of the appeal investigate and render a decision in writing to the complainant and the immediate supervisor.

### **3. Director of Schools Level (Step 3)**

- a. Within five work days after receiving the decisions at Step 2, the complainant may appeal the decision in writing to the Director of Schools or official designee with copies to be sent to the complainant.
- b. The Director of Schools or official designee will, within ten work days of receipt of the appeal, investigate and render a decision writing to the complainant, the principal or immediate supervisor.

### **4. School Board Level (Step 4)**

- a. Within five work days after receiving the decision at Step 3, the complainant may appeal the decision in writing to the Board with copies to be sent to all involved in the process.

- b. The Board Chair may grant or deny a request for appeal. If the request is granted, the Board may or may not schedule a hearing. If a hearing is scheduled, it will be scheduled for the nearest date possible. Any decisions made by the Board will be final.

**Please refer to board policy PER 28**

### **REPRESENTATION**

Throughout the grievance process, the grievant or aggrieved party may have the advice and assistance of a representative of the Association or a representative of the party's choice in accordance with TCA 49-5-603, if such assistance is desired by the grievant. No teacher shall be required to discuss any grievance without representation, if the individual conducting the meeting regarding the grievance is informed by the grievant that representation is desired. Failure to have representation may not be used as a reason to exhaust time limits to file at the next level. Representation is the right of the teacher expressing the grievance, and they may either choose to be represented or to refrain from representation.

### **III. Salaries and Wages**

- a. All Teachers shall be paid in accordance with local salary schedule

### **IV. Facilities and Safety**

The BOARD shall provide a clean, orderly, and functioning classroom one (1) week prior to the first day of in-service which shall include clean desks, chalk boards/writing boards, restrooms\*, sink\*, overhead lights, floor, windows\*, and woodwork. To assure desirable health standards, these conditions will be maintained throughout the school year. (\*where they are provided)

Murfreesboro City Schools will strive to keep the building environmentally safe for all occupants based on all Federal and State guidelines and standards.

Murfreesboro City Schools will follow outlined procedures after rainstorms or snow whereas every school is inspected for tree damage, access issues and ice. Any issues found will be addressed accordingly.

Any assault upon a teacher while the teacher is acting in the discharge of their duties shall be reported by the teacher to the principal immediately. The principal shall notify the police and the Director of Schools immediately. The Director of Schools shall notify, when appropriate, the city attorney, to ensure that all legal options for the future protection of the teacher and the enforcement of laws against assault are explored.

## **V. Teacher Work Hours**

In accordance with MCS Board Policy 1.801, the minimum length of the school day shall be four hundred twenty (420) minutes/seven (7) hours total for all grades. All teachers shall be on duty at least four hundred fifty minutes (450) minutes/seven-and-a-half (7.5) hours and such additional time as the administrative organization requires. There may be times when employees must stay over for faculty meetings, professional development, bus room supervision, activities beyond the school day and emergencies. Board policy PER 1 covers teacher participation in faculty meetings. When a school has activities beyond the school day and teacher participation is needed, these hours will be distributed as equitably as possible among the faculty.

## **VI. DUTY-FREE LUNCH**

49-1-302(E)(1) The board shall develop and adopt rules and regulations to achieve a duty-free lunch period for all teachers, kindergarten through grade twelve (K-12), of at least the length of the student lunch period, during which time the teacher has no other assigned responsibilities.

## **VII. DUTY-FREE PLANNING TIME**

TCA 49-1-302(e)(2) The board shall develop and adopt rules and regulations providing teachers in kindergarten through grade twelve (K-12) with duty-free planning periods during the established instructional day. The rules shall provide for annual reporting to the state department of LEA compliance by board policy or negotiations with a recognized professional employees' organization. At least two and one half (2 ½) hours of planning time shall be provided each week during which teachers have no other assigned duties or responsibilities, other than planning for instruction. The two and one half (2 ½) may be divided on a daily or other basis. Duty-free planning time shall not occur during any period that teachers are entitled to duty-free lunch.

## **VIII. ACTIVITIES BEYOND THE REGULAR SCHOOL DAY**

Teacher participation in activities beyond the regular school day including bus room duty, excluding faculty meetings and professional development, will be distributed as equitably as possible among the faculty. The building administration should make a concerted effort to limit activities beyond the regular school day to less than six hours per month.

### **IX. Access to Files**

A teacher shall have the right, upon request, to review the contents of their personnel file and/or evaluation folder and to receive copies of any documents contained therein. A teacher shall be entitled to have a representative accompany them during such a review.

Access to the confidential information contained in the personnel files and evaluation folders shall be on a need-to-know basis. All other information in the personnel files and evaluation folders shall be available in accordance with TCA 10-7-503.

### **X. DURATION**

The provisions of this Memorandum of Agreement shall be effective for a period of three (3) years upon approval by the Murfreesboro City Board of Education.

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

**School Board**

**Management Personnel**

BY: Ralph Ringstaff  
BY: [Signature]  
BY: Robbie Newell  
BY: Greg Lyles  
BY: [Signature]  
BY: Cory B. Anderson  
BY: [Signature]  
BY: \_\_\_\_\_

**Professional Employees**

**Representative Affiliation**

BY: [Signature]  
BY: Kelly Jones  
BY: Jane Marsh  
BY: [Signature]  
BY: [Signature]  
BY: Rebekah Tate  
BY: \_\_\_\_\_  
BY: \_\_\_\_\_

This Memorandum of Agreement was approved by the Murfreesboro City Schools Board of Education at a meeting on August 22, 2017.

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Chairman

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Director of Schools