

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION

AND

THE PROFESSIONAL EMPLOYEES OF MURFREESBORO CITY SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this _____ of _____ 2017 by the Murfreesboro City Schools 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, mailboxes 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

Refer to Murfreesboro City Schools Board of Education Policy 5.109.

Through this procedure, principals, teachers, and other school-based certified personnel may challenge the following, relative to their evaluation:

1. Accuracy of the data including the following:
 - a. The calculation of the qualitative score to ensure the correct procedures were followed; and
 - b. Student scores used as part of the quantitative portion to ensure they were correctly assigned to the educator.
2. Adherence to the evaluation policies adopted by the State Board of Education. Minor procedural errors in implementing the evaluation model shall be resolved at the lowest possible step in the grievance procedure but shall not constitute grounds for challenging the final results of an evaluation. Minor procedural errors

shall be defined as errors that do not materially affect or compromise the integrity of the evaluation results.

Definitions

- *Evaluator* – The evaluator, as trained and certified by the Tennessee Department of Education, is the immediate supervisor of the grievant. In most cases, the evaluator is the lead site administrator, i.e. principal. For system-wide employees, the evaluator is the appropriate system-wide administrator who is the immediate supervisor of the grievant.
- *Observer* – Observers, as trained and certified by the Tennessee Department of Education, conduct classroom observations as a component of the evaluation process.

Step I – Evaluator

1. A written grievance must be submitted to the Evaluator and to the Human Resources department at the attention of the Director of Human Resources based on the following timeline, otherwise it will be considered untimely and invalid:

Grievance Deadline: A grievance shall be filed no later than fifteen (15) days from the date educators receive the results for each component; otherwise, the grievance shall be considered untimely and invalid. Should the 15th day be on a weekend or holiday, the deadline will be the next business day.

Grievance forms will be provided on the district internet site (cityschools.net) and in the office of Human Resources. However, grievances may be submitted in other formats as long as all required components are included.

2. Required Components of Grievance:
 - a. Educator's name, position, school/assignment, and additional title (if any)
 - b. Name of the educator's immediate supervisor
 - c. Name of the evaluator/reviewer Descriptor Term:
 - d. Date the challenged evaluation data was received
 - e. Evaluation period in question
 - f. Basis for the grievance
 - g. Corrective action requested by the grievant
 - h. Sufficient facts or other information to begin an investigation
3. Failure to state specific reasons shall result in the grievance being considered improperly filed and invalid.

4. After receiving the grievance, the Evaluator shall:
 - a. Examine the documentation presented by the grievant and such other documentation as may be relevant and available.
 - b. If necessary, contact observers and other relevant parties to gather additional information.
 - c. Communicate a decision, in writing, to the grievant, including the results of investigation, within fifteen (15) days of receipt of the grievance.
 - d. At their discretion, correct any procedural errors made during the evaluation process.

Step II – Director of Schools or Designee

1. A written grievance must be appealed by the grievant to the Director of Schools or designee no later than fifteen (15) days after notification of the decision rendered in Step I.
 - a. A designee may not be used if the grievant is an administrator.
 - b. A designee shall have had no input or involvement in the evaluation for which the grievance has been filed.
2. The Director of Schools or designee will:
 - a. Hold an informal discussion with the grievant, or, if appropriate, hearing of facts, allegations, and testimony by witnesses as soon as practical.
 - b. Allow an attorney or representative to speak on behalf of the employee.
 - c. Communicate, in writing, a decision to the grievant, including the results of investigation and findings of fact, within fifteen (15) days of the informal discussion with the grievant or hearing of facts.
 - d. Take any action necessary, based on the circumstances, to immediately correct any procedural errors made in the evaluation process.

Step III – Local Board of Education

1. Educators may appeal the decision in Step II and request a hearing before the Board of Education by submitting a written 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:
 - a. Grant or deny a request for a full Board hearing, or
 - b. Affirm or overturn the decision of the Director of Schools without a hearing.
3. If a hearing is granted, the Board will:
 - a. Hold such hearing no later than thirty (30) days after the receipt of a request for a hearing.

- b. Allow an attorney to represent the grievant before the Board.
 - c. Give written notice of the time and place of the hearing to the grievant, the Director of Schools, and all administrators involved.
 - d. Communicate its decision, in writing, to all parties no later than thirty (30) days after the 90 conclusion of the hearing.
4. All decisions shall be rendered within sixty (60) days of receipt of the written grievance in Step III.
5. The Board of Education shall serve as the final step for all grievances.

If a grievance is resolved at any of the above Steps and requires a change to the grievant's evaluation score, the grievance shall be submitted to the Tennessee Department of Education for final approval and action.

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

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 ensure 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

Per 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

Per 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.