

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 24th of February 2026 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 Tennessee Code Annotated § 49-5-605.

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

- A. The Board is a municipal school system of the State of Tennessee organized pursuant to Tennessee Code Annotated § 49-2-204, and is charged with the management and control of the municipal public school system within the geographical boundaries of the City of Murfreesboro in Tennessee. Except as expressly stated in this MOU, the Board retains all rights, powers, and authority granted by law;
- B. The “Professional Employees’ Organization” consists of educational employees of the Murfreesboro City Board of Education, as defined in Tennessee Code Annotated § 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, the “Association”) and as the exclusive designee for educator participants in collaborative conferencing pursuant to the terms of the Professional Educators Collaborative Conferencing Act of 2011 (“PECCA”), Tenn. Code Ann. § 49-5-601 *et seq.*, as determined by Murfreesboro City Schools professional educators through confidential poll conducted in compliance with PECCA;
- D. The Management Team and the Association have engaged in the process of collaborative conferencing pursuant to Tennessee Code Annotated § 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;
- G. This Memorandum of Understanding is subject to all applicable state and federal laws and Board policies.

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 § 49-5-601, *et seq.*, the Board and the Professional Employees' Organization hereby record their agreement as follows:

I. ASSOCIATION ACCESS

The Association shall be permitted to hold monthly representative assembly meetings at institutional facilities with only members present, subject to availability and Board policy governing community use of facilities, but the Association shall not be charged a fee for such use.

In addition, the Association may have reasonable access before or after the instructional day to areas in which professional employees work, and may use institutional bulletin boards and mailboxes, as permitted by Board policy, for purposes consistent with the Professional Educators Collaborative Conferencing Act ("PECCA").

For purposes of electronic communication, the District shall annually provide the Association with a list of professional employees' District e-mail addresses, consistent with the Tennessee Public Records Act. The Association may use such information for Association-related communications.

II. GRIEVANCE PROCEDURE

This section is intended solely as a restatement and summary of the Board's existing grievance procedures set forth in Board Policy 5.501 and Administrative Directive (AD) 5.501.1. In the event of any conflict or inconsistency between this MOU and Board Policy 5.501 or AD 5.501.1, the Board policies and administrative directives shall control. Nothing in this MOU is intended to modify, expand, or limit any rights, obligations, or procedures established by Board policy or applicable law. Employees are directed to Board Policy 5.501 and AD 5.501.1 for the official and controlling grievance procedures. The Board agrees to provide notice to the Association President of any changes to Board Policy 5.501 or AD 5.501.1 during the term of this MOU and allow the Association President to provide feedback before any changes are made.

- A. In order for Human Resources to conduct a thorough investigation, an employee must file a grievance within thirty (30) calendar days of the date the employee knew, or should've known, of the circumstances that triggered the grievance. 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. 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. Workdays shall be defined as the workdays of the grievant.
- B. **COMPLAINT PROCESS STEPS:** Complaints will be processed according to the step-by-step procedures outlined below:
- a. Filing a Complaint- An employee who wishes to avail themselves to this grievance procedure may do so by filing a complaint with the Human Resources Director, who will assign a complaint manager to investigate the complaint. The employee may request a complaint manager of the same sex. The Human Resources Director may assist the employee in filing a grievance.
 - b. Investigation- The complaint manager will investigate the complaint. The complaint and identity of the complainant will not be disclosed except (1) as required by law or this policy; or (2) as necessary to fully investigate the complaint; or (3) as authorized by the complainant. The complaint manager shall file a written report within five (5) days of the filing of the grievance of his or her findings with the Human Resources Director. If a complaint of sexual harassment contains allegations involving the Director of Schools, the written report shall be filed with the Board Chair.
 - c. Decision and Appeal- After receipt of the complaint manager's report, the Human Resources Director shall render a written decision within five (5) days of the receipt of the report; and that report shall be provided to the employee. If the employee is not satisfied with the decision, the employee may appeal the decision to the Director of Schools by making a written request to the complaint manager. The complaint manager shall be responsible for promptly forwarding all materials relative to the complaint and appeal to the Director of Schools. Thereafter, the Director shall, within thirty (30) days from the date the appeal was received, review the report and affirm, overrule or modify the decision and render a written

finding that shall be provided to the complainant. This grievance procedure shall not be construed to create an independent right to a hearing before the Director of Schools.

- C. **REPRESENTATION:** Throughout the grievance process, a grievant or aggrieved party may have the advice and assistance of a representative of their choosing, including a Professional Employee Organization representative if the employee is affiliated, in accordance with T.C.A. § 49-5-603. 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 which shall include 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

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

After rainstorms or snow events, Murfreesboro City Schools will follow established procedures to inspect each school for tree damage, access issues, and ice. Any issues found will be addressed accordingly.

A. CLASSROOM ACCESS PRIOR TO SCHOOL YEAR

When possible, Murfreesboro City Schools shall provide teachers with access to their classrooms no later than one (1) week prior to the first in-service day of the school year. This provision shall be subject to summer school, construction, repairs, and cleaning schedule.

B. INCLEMENT WEATHER

Murfreesboro City Schools shall ensure that sidewalks and parking lots are cleared in a timely manner following inclement weather to promote safe access for students, staff, and visitors.

C. SICK LEAVE BANK COMMITTEE

The Board's Sick Leave Bank is established and governed by the Tennessee Teachers' Sick Leave Bank Act, T.C.A. § 49-5-801 *et seq.*, and Board Policy 5.302. In compliance with T.C.A. § 49-5-804, the Association shall appoint two (2) professional employee representatives to serve as trustees of the Sick Leave Bank. The Director of Schools shall serve as chair, and two (2) additional trustees shall be appointed by the Board. This provision is intended to restate statutory and Board policy requirements and does not create or modify any rights or obligations beyond those provided by law and Board policy.

V. TEACHER WORK HOURS

In accordance with 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 5.603 addresses 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.

A. BUS ROOM COVERAGE

When feasible, the school shall utilize educational assistants to supervise the bus room during second routes occurring after the regular workday. This measure is intended to allow teachers to attend meetings and engage in planning activities. When it is not feasible to use educational assistants, the principal shall create a schedule that equally distributes this work among certified educators.

B. DUTY-FREE LUNCH

Murfreesboro City Schools shall provide duty-free lunch periods for teachers in accordance with T.C.A. § 49-1-302(e)(1). The Board shall maintain rules and regulations to ensure that all K-12 teachers receive a duty-free lunch period of at least the length of the student lunch period, during which time the teacher shall have no other assigned responsibilities.

C. DUTY-FREE PLANNING TIME

In accordance with T.C.A. § 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. 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.

Murfreesboro City Schools shall annually report to the Tennessee Department of Education regarding its compliance with the duty-free planning time requirements of T.C.A. § 49-1-302(e)(2), including whether such compliance is achieved through Board policy or through negotiations with a recognized professional employees' organization. The Board's annual compliance report submitted to the Tennessee Department of Education in November shall satisfy this reporting requirement.

D. PLANNING TIME

If required attendance at Individualized Education Plan (IEP) meetings or other meetings not involving instructional planning exceeding seventy-five (75) minutes with a workweek, affected teachers shall be provided with compensatory planning time within the same five (5) day workweek to the greatest extent possible.

E. 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.

VI. ACCESS TO PERSONNEL RECORDS

This provision restates the Board's existing policies and procedures regarding personnel records as set forth in Board Policy 5.114 and Administrative Directive 5.114.1.

A. A teacher shall have the right, upon written request, to review the contents of their personnel file and evaluation records and to receive copies of documents contained therein, in accordance with Board policy and applicable law. A teacher may be accompanied by a representative of their choosing during such a review. Access to confidential information contained in personnel files and evaluation records shall be limited to individuals with a legitimate need-to-know, as required by State and federal law. All other information in personnel files shall be considered public records and made available in accordance with the Tennessee Public Records Act, T.C.A. § 10-7-503, subject to applicable confidentiality exemptions.

B. Personnel Record Requests

a. Employees shall be notified when a request is made by an external individual for their personnel records, consistent with Board Policy 5.114.

- b. The Board may assess a reasonable fee for personnel record requests submitted by individuals who are not current employees, in accordance with applicable law and Board policy.

VII. Physical Assault Leave

This provision restates the Board’s obligations under T.C.A. § 49-5-714 and Board Policy 5.307. In the event of any amendment to applicable state law or Board policy, such law or policy shall control and automatically supersede this provision. Any physical assault or verbal threat of physical harm against a teacher while acting in the course and scope of their employment duties shall be reported immediately to the school principal. The principal shall notify the Director of Human Resources, who shall inform the teacher of their right to report the incident to appropriate law enforcement authorities and of applicable leave rights.

A teacher who is absent from assigned duties as a result of personal injury caused by physical assault or other violent criminal acts committed in the course of employment shall receive full salary and full benefits until released by a physician to return to work or until the physician determines the teacher is permanently unable to return to work, in accordance with Board Policy 5.307 and applicable law. If the teacher receives workers’ compensation or similar benefits, the Board shall pay the difference between that amount and the teacher’s full salary. Such salary continuation shall not exceed one (1) year, as provided by statute and Board policy.

VIII. 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, ending on the 24th of February 2029.

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

SIGNATURE PAGE FOLLOWS

**School Board
Management Personnel**

BY: *Bobby N. Duke III*
Bobby N. Duke III (Feb 25, 2026 12:31:42 CST)

BY: *Ken Rocha*
Ken Rocha (Feb 25, 2026 12:31:42 CST)

BY: *Angela Fairchild*
Angela Fairchild (Feb 25, 2026 15:48:50 CST)

BY: *Emily Spencer*
Emily Spencer (Feb 28, 2026 10:29:57 CST)

BY: *Liz Rueby*
Liz Rueby (Feb 25, 2026 14:55:13 CST)

BY: *Caitlin Bullard*
Caitlin Bullard (Feb 25, 2026 12:48:35 CST)

BY: *Maria Johnson*

BY: _____

Professional Employees

BY: *Luke E. Dickerson (Murfreesboro Education Association)*
Luke E. Dickerson (Murfreesboro Education Association) (Feb 26, 2026 07:30:52 CST)

BY: *Lristy Mell*

BY: *Teresa Rotella*
Teresa Rotella (Feb 25, 2026 13:12:18 CST)

BY: *Tony Hartman*
Tony Hartman (Feb 25, 2026 14:48:54 CST)

BY: *Tysha Batts*
Tysha Batts (Feb 25, 2026 20:55:36 CST)

BY: *Shae A. Miga*
Shae A. Miga (Feb 25, 2026 13:35:05 CST)

BY: *DeeDee Potter*
DeeDee Potter (Feb 27, 2026 14:17:19 CST)

BY: _____

This Memorandum of Agreement was approved by the Murfreesboro City Schools Board of Education at a meeting on February 24, 2026.

Amanda Moore
Amanda Moore (Feb 28, 2026 07:07:56 CST)
Chairman of the Board

Bobby N. Duke III
Director of Schools

Approved as to Form:

Lauren Bush
Lauren Bush, Assistant City Attorney