

MEMORANDUM OF AGREEMENT

between the

Murfreesboro City Schools

and the

Murfreesboro Education Association

President, Murfreesboro Education Association

Date

Chairman, Murfreesboro Board of Education

Date

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ARTICLE 1: Agreement

THIS AGREEMENT is entered into on this the **23rd of February, 2010** by and between the BOARD OF EDUCATION OF THE MURFREESBORO CITY SCHOOLS (hereinafter called the BOARD), and the MURFREESBORO EDUCATION ASSOCIATION (hereinafter called the ASSOCIATION).

WHEREAS, the BOARD and the ASSOCIATION recognize their rights and obligations pursuant to TCA 49-5-601 et seq. (Education Professional Negotiations Act).

WHEREAS, the BOARD and the ASSOCIATION have entered into good faith negotiations and reached certain understandings which they desire to confirm:

It is hereby agreed as follows:

ARTICLE 2: Recognition

A. Unit

1. The BOARD hereby recognizes the MURFREESBORO EDUCATION ASSOCIATION as the exclusive representative for the purpose of collective negotiations pursuant to TCA 49-5-601 et seq. (Education Professional Negotiations Act) for all professional employees employed by the BOARD except as noted below.
2. Excluded from the negotiating unit are those professional employees named by the BOARD to the management team, **all other employees whose positions do not require a certificate issued by the State Department of Education, and retired teachers who are employed as a teacher in accordance with the provisions of TCA Title 8, Chapter 36, Part 8.**

B. Definitions

1. The phrase "professional employee" shall include any person employed by the BOARD in a position which requires a certificate issued by the State Department of Education for service in public elementary and secondary schools of Tennessee supported, in whole or in part, by local, state, or federal funds, **but shall not include a retired teacher who is employed as a teacher in accordance with the provisions of TCA Title 8, Chapter 36, Part 8.**
2. "Teacher" shall mean any person included in this negotiating unit. Whenever the singular is used in this AGREEMENT, it is to include the plural and references to males will include females.
3. "BOARD" shall mean the BOARD OF EDUCATION OF THE MURFREESBORO CITY SCHOOLS or its duly authorized representatives.
4. "ASSOCIATION" shall mean the MURFREESBORO EDUCATION ASSOCIATION or its duly authorized representatives.

ARTICLE 3: Rights

A. Association Rights

1. Use of Facilities

The ASSOCIATION shall have the right to use building facilities at reasonable times and hours for ASSOCIATION meetings outside the working day, provided this shall not interfere with or interrupt normal school functions or a previously scheduled use of the facilities. Use of building facilities will be scheduled by the building principal. When custodial service is required, the BOARD will charge the ASSOCIATION the same rate as it charges non-school groups.

2. Communications

The ASSOCIATION shall be given access to the interschool delivery, **e-mail** and teachers' mailboxes for distribution of informational materials. The ASSOCIATION and its members shall be permitted, in each building in the faculty lounge, use of a bulletin board designated for teachers' information to post notices of its activities and matters of ASSOCIATION concern. Information and materials distributed or displayed in accordance with the above shall identify the source.

3. Access to Members

Duly authorized representatives of the ASSOCIATION shall be permitted to transact official ASSOCIATION business on school property, provided the business does not interfere or interrupt or affect normal school operations or assigned duties. During the school or faculty workday, the above mentioned representatives if not normally assigned to the building or the school staff should report their presence to the office of the principal and should have the prior approval of the principal before a conference with any teacher. Members of the ASSOCIATION shall refrain during the school or faculty workday from participating in the activities or assisting in the promotion of any employee organizational matters.

4. Board Rights

- a. Matters from the ASSOCIATION requested to be placed on the agenda shall be filed in writing with the Director of Schools at least six (6) work days prior to the next meeting of the BOARD. A copy of the agenda will be sent to the ASSOCIATION president.
- b. The ASSOCIATION president will continue to be invited to BOARD meetings. Attendance by the ASSOCIATION president at BOARD meetings shall not be counted as ASSOCIATION released time.

5. Released Time

- a. At the beginning of each school year, the BOARD shall provide up to a total of eight (8) days released time to be used by the ASSOCIATION for representatives of the ASSOCIATION. The use of days shall be left to the discretion of the ASSOCIATION. The ASSOCIATION agrees to notify the Director of Schools at least twenty-four (24) hours prior to the date released time is taken, pursuant to this section.

The BOARD shall bear the cost of teacher pay during the teacher absence, and the ASSOCIATION shall bear the cost of substitute pay.

- b. After the days in a. above are exhausted and upon written request from the ASSOCIATION, additional days may be granted for ASSOCIATION business at the discretion of the Director of Schools.

B. Management Rights

Any or all rights, powers, authority or prerogative which the BOARD had prior to entering into this AGREEMENT, or those which may hereinafter be granted by law, are retained by the BOARD except as those rights, powers, authority or prerogatives are expressly and specifically delegated elsewhere by the provisions of this AGREEMENT.

A. Definitions

1. A "grievance" is a written alleged violation of the terms of this AGREEMENT, filed by an individual teacher.
2. An "aggrieved party" is the teacher or group of teachers making the allegation(s). **The Association president may file a grievance on behalf of the Association for an alleged violation of Association rights as defined in Article 3 of this agreement.**
3. A "grievant" is that member of the aggrieved party who files the grievance.
4. The term "day" shall mean any day, Monday through Friday, scheduled on the school calendar during the normal school year (holidays, vacations and school closings excepted) and after the last day of the normal school year, a "day" shall mean Monday through Friday (holidays excepted). The first day to be counted shall begin at 4:00 p.m. following the condition, action or incident on which the time limits are based and shall end at 4:00 p.m. the following day as described in this paragraph.

B. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve the alleged violation informally with the principal or the immediate supervisor. The ASSOCIATION building representative may be a witness to a meeting at this stage if requested by the aggrieved party.
2. If the aggrieved party is not satisfied with the resolution of the allegation at the informal stage, the grievance shall be submitted, in writing, on the Grievance Form shown in Appendix A and shall identify the aggrieved party, the specific provision(s) of this AGREEMENT involved in the grievance, the time and place where the alleged events or conditions constituting the grievance existed, the identity of the person(s) responsible for causing such events or conditions (if known), a general statement of the grievance, and the redress sought by the aggrieved party. The grievance shall be signed by the grievant.

3. A grievance shall be deemed waived unless it is submitted in writing within fifteen (15) days after the events or conditions on which the grievance is based occurred or ten (10) days after the events or conditions became known to the grievant, whichever occurs later, except that in no case shall this be more than forty (40) days after the events or conditions occurred.
4. If the conditions or events on which the grievance is based are limited in effect to one school, the grievance shall be submitted at the Level I level to the building principal. If the conditions or events on which the grievance is based affect more than one school or affect the administrative office, the grievance shall be submitted at Level II.

C. Levels

1. Level I

The written grievance shall be filed with the principal or the immediate supervisor who shall report the filing to the Director of Schools and arrange for and hold a meeting with the grievant within **five (5)** days after the receipt of the grievance. An ASSOCIATION representative may represent the grievant at this level if requested to do so by the grievant. Within **five (5)** days of the meeting, the grievant shall be provided with the principal's or immediate supervisor's response, stating the decision and the reason(s) for the decision, a copy of which is provided to the Director of Schools and the ASSOCIATION.

2. Level II

If the grievant is not satisfied with the disposition of his/her grievance at Level I or if no decision has been rendered and communicated in writing within six (6) days after the grievance was presented to the principal or immediate supervisor, he/she may within five (5) days file the grievance with the human resources director. The human resources director shall arrange for and hold a meeting with the grievant within five (5) days after receipt of the appeal at Level II. An ASSOCIATION representative may represent the grievant if requested to do so by the grievant.

Within five (5) days of the meeting, the human resources director shall provide the grievant with a written response, stating the decision and the reason(s) for the decision, a copy of which is provided to the Director of Schools and the ASSOCIATION.

3. Level III

If the grievant is not satisfied with the disposition of his/her grievance at Level II or if no decision has been rendered and communicated in writing within ten (10) days after the grievance was presented to the human resources director, he/she may within five (5) days file the grievance with the Director of Schools. The Director of Schools shall arrange for and hold a meeting with the grievant within ten (10) days after receipt of the appeal at Level III. An ASSOCIATION representative may represent the grievant at this level if requested to do so by the grievant.

Within five (5) days of this meeting, the Director of Schools shall provide the grievant with a written response stating the decision and the reason(s) for the decision, a copy of which is provided to the ASSOCIATION.

4. Level IV

If the grievant is not satisfied with the disposition of his/her grievance at Level III or if no decision has been rendered and communicated in writing within fifteen (15) days after the grievance was presented to the Director of Schools, he/she may within five (5) days file **the** grievance with the BOARD. The BOARD shall arrange for and hold a hearing within thirty (30) days after the receipt of the appeal at Level IV. For the hearing, an ASSOCIATION representative may represent the grievant if requested to do so by the grievant. The BOARD shall provide the grievant with a written response within ten (10) days of the meeting stating the decision and reason(s) for the decision, a copy of which is provided to the ASSOCIATION.

5. Level V

- a. If the grievant is not satisfied with the disposition of his/her grievance at level IV, the grievant may within fifteen (15) days request the ASSOCIATION to refer the grievance to arbitration.

The ASSOCIATION may, within fifteen (15) days after receiving this request refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of both requests referred to above shall be forwarded to the Director of Schools.

- b. Upon receipt of the names of the proposed arbitrators, a designee of the Director of Schools and a designee of the ASSOCIATION shall alternately strike names from the list until one ultimately is designated as the arbitrator.
- c. The arbitrator's decisions and recommendations will be in writing and will set forth his/her findings, reasons, and conclusions on the issues submitted. The decisions and recommendations of the arbitrator shall be advisory only. The arbitrator will be without power or authority to make any decisions or recommendations which require the commission of an act prohibited by law or which is a violation of the terms of this AGREEMENT. The arbitrator shall have no power to alter, add to, or detract from the provisions of this AGREEMENT.
- d. The cost for the services of the arbitrator will be borne by the party requesting arbitration.
- e. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

D. Representation

Throughout the grievance process, the grievant or aggrieved party may have the advice and assistance of the ASSOCIATION if such assistance is desired by the grievant. No teacher shall be required to discuss any grievance without the representation of the ASSOCIATION 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 he/she may either choose to be represented by the ASSOCIATION or to refrain from representation by the ASSOCIATION.

E. Filing of Materials

All documents, communications and records dealing with the processing of a grievance shall be filed separately from other personnel files of the participants and shall not be forwarded to any prospective employer of the grievant. The grievance(s) and the processing of them shall not be communicated from the administration to said prospective employer.

F. General

1. A grievance may be withdrawn at any level without establishing a precedent regarding the processing of possible future grievances. A grievance that is withdrawn may not be filed again by the same individual based on the same specific incident.
2. The cost for representation and for witnesses will be borne by the party requesting such services.
3. When the time for filing at the next level has expired, the grievance may be processed further only if the grievant and the party to receive the grievance for the administration mutually agree to process it further.

ARTICLE 5: Dues Deduction

A teacher may authorize the BOARD to make deductions for ASSOCIATION dues (MEA, MTEA, TEA and NEA) on forms approved by the BOARD and furnished by the ASSOCIATION. The ASSOCIATION agrees to furnish the BOARD with the properly executed authorization statements. During the month of September of each year, the ASSOCIATION shall provide the BOARD with a list of the current authorizations and the amounts to be deducted. The deductions for dues will be in nine (9) equal installments beginning with the October pay check.

Authorization shall continue to be automatically renewed from year to year unless revoked in writing by the teacher to the BOARD prior to September 1. Authorization shall be cancelled upon termination of employment. Any remaining unpaid dues from cancellation or termination are the concern of the individual member and the ASSOCIATION.

The member's earnings must be regularly sufficient to cover the amount of the appropriate ASSOCIATION dues after other legal and authorized deductions are made. When the member is in a non-pay status, no deductions for dues shall be made.

The ASSOCIATION recognizes that the BOARD shall not be involved in the collection of any fines, penalties, or special assessments which may from time to time be levied by the ASSOCIATION or paid by the member.

The BOARD shall make the deductions for dues as outlined above and the full amount of these deductions shall be transmitted to the ASSOCIATION not later than ten (10) days after the pay date on which the deductions are based.

The ASSOCIATION assumes full responsibility for the proper disposition of the funds deducted once they have been remitted to the ASSOCIATION.

The ASSOCIATION agrees to indemnify and save the BOARD, its agent, and each individual school board member harmless against any and all claims, demands, costs, suits, damages, or other forms of liability including back pay and court or administrative agency costs, attorney fees, and other expenses that may arise out of or by reason of action taken or not taken by the BOARD, its agent, or an individual school board member for the purpose of complying with this article.

ARTICLE 6: Salaries and Wages

A. Salary Schedules

1. The salary of each teacher covered by the regular salary schedule is set forth in Appendix B which is attached hereto and made a part of this AGREEMENT.
2. The salary of each principal set forth in Appendix C is attached hereto and made a part of this AGREEMENT.
3. The salary for each assistant principal shall be the salary which would otherwise be received in accordance with the teacher salary schedule (Appendix B) plus three hundred dollars (\$300.00) per month for each contract month.

B. Placement on the Salary Schedule

In determining the proper placement on the local salary schedule at the beginning of the school year or at the time of first employment of a new teacher, credit shall be given for allowable training and for allowable teaching experience in the Murfreesboro City Schools and up to a maximum of ten (10) years of allowable teaching experience in systems other than the Murfreesboro City Schools. The educational degree and the number of years of allowable teaching experience shall be determined by the Tennessee Department of Education.

For the purpose of longevity pay, credit shall be given for all years of teaching experience accepted by the Tennessee Department of Education.

C. Method of Payment

1. The pay dates for teachers shall be according to the attached schedule.

Last Paycheck: Available when all required year end records and reports have been submitted by the teacher, but in no case later than ten (10) work days after the last day of school.

2. When a pay date falls on a weekend or a school holiday or during a vacation in the normal school year, teachers shall receive their pay checks on the last previous working day or according to the attached schedule.

3. Teachers shall receive their checks at their regular building unless otherwise agreed to by the teacher and the principal and approved by the Director of Schools.

The final check (June) shall be mailed from the Central Office to the home address of the teacher as listed in the annually published "Staff Directory." It shall be the responsibility of the teacher to immediately inform the payroll clerk on or before June 1 of any home address change from the published "Directory."

4. Principals shall be paid in twelve (12) equal installments on the year round teachers' payday schedule.

D. Expenses of Traveling Professional Employees

Professional employees based at the Central Office who has system-wide responsibilities and professional employees at the school level who are assigned to more than one school on the same day on a regularly scheduled basis shall be reimbursed at the current school system rate per mile. This reimbursement is for Central Office professional employees to visit schools and other work related area locations and school level professional employees to travel from one assigned school to the next assigned school during the same work day. For school level professional personnel, this does not include occasional travel to other schools, the Central Office or other work related area locations.

No mileage reimbursement shall be provided in the absence of monthly reports. A mileage report for which travel reimbursement is being requested shall be made on the form developed by the system bookkeeper and filed with the same on or before the fifteenth day of the month. Travel reimbursement shall be paid within two (2) weeks following receipt of said report.

E. Signing Bonus

The BOARD, at the discretion of the Director of Schools, may pay a signing bonus of up to \$2,000 to attract teachers in areas where a shortage of qualified teachers exists, such as ELL, behavior modification or comprehensive development (not an inclusive list). A shortage of qualified teachers exists when there are no qualified and properly endorsed applicants for an open position.

TRADITIONAL PAYROLL PERIODS
2009 - 2010

Check Date

Payroll Period

August 14, 2009

Aug 7 - Aug 30

September 15, 2009

Aug 31 - Sept 25

October 15, 2009

Sept 26 - Oct 25

November 13, 2009

Oct 26 -Nov 17

December 15, 2009

Nov 18 - Dec 15

January 15, 2010

Dec 16 - Jan 22

February 12, 2010

Jan 25 - Feb 17

March 15, 2010

Feb 18 - Mar 12

April 15, 2010

Mar 15 - Apr 13

May 14, 2010

Apr 14 - May 6

June 15, 2010

May 7 - May 28

YEAR-ROUND PAYROLL PERIODS
2009 -2010

Check Date

Payroll Period

July 20, 2009

July 16 - Aug 6

August 14, 2009

Aug 7 - Aug 28

September 15, 2009

Aug 31 - Sept 22

October 15, 2009

Sept 23 - Oct 27

November 13, 2009

Oct 28 - Nov 18

December 15, 2009

Nov 19 - Dec 15

January 15, 2010

Dec 16 - Jan 28

February 12, 2010

Jan 29 - Feb 19

March 15, 2010

Feb 22 - Mar 12

April 15, 2010

Mar 15 - Apr 16

May 14, 2010

Apr 19 - May 7

June 15, 2010

May 10 - May 28

ARTICLE 7: Insurance and Flexible Benefits

A. Insurance and Flexible Benefits

1. The BOARD shall provide all full-time teachers with the following health and medical, dental, and life insurance protection.

- a. Health and Medical-
State of Tennessee Local Education Program

Individual coverage will be paid in full by the BOARD.

If any employee who is eligible for individual health and medical coverage elects to decline such coverage pursuant to BOARD guidelines, the employee shall receive \$1,500.00 per year as additional compensation, payable in ten (10) installments of \$150.00 each.

- b. Dental-
Delta Dental Plan

- c. Life-

Life benefit, accidental death benefit and dismemberment benefits shall consist of coverage current for city employees. Individual coverage will be paid in full by the BOARD.

3. A teacher may elect family coverage from a. and b. above. However, election of family health and medical coverage does not make a teacher eligible for the \$1,500.00 additional compensation referenced in Article 7.A.1.a. When spouses are employees of Murfreesboro City Schools and one of the spouses carries family health and medical insurance coverage, the other spouse is not eligible for the \$1,500.00 additional compensation as referenced in Article 7.A.1.a. Payment may be made by authorized payroll deduction. The portion above the state contribution to the premium for family coverage shall be paid by the employee. Rates effective as of July 1 shall remain in effect until the next rate increase. Employees who choose a more or less expensive medical plan (i.e.

move from HMO to PPO or vice versa) must pay the corresponding contribution amount and rate increases when the increase occurs.

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3. In the event that a successor agreement is not ratified prior to the expiration of this AGREEMENT, insurance coverage shall continue through the earlier of the ratification of the successor agreement or June 30 next.
4. All insurance program carriers shall be selected by the BOARD. Teachers may advise the BOARD with respect to the selection or change of insurance carriers.
5. While on layoff, a teacher will have the option to participate in the health and medical and dental insurance programs in accordance with COBRA, provided the teacher pays all premiums, including those normally paid by the BOARD.

The teacher may have conversion privileges in regard to life insurance, if permitted by the then applicable and current life insurance company and to the extent permitted by the then applicable and current life insurance company, provided application is made within the allowable time period and the teacher pays all premiums, including those normally paid by the BOARD.

B. Flexible Benefits

The BOARD shall include the following options in its Flexible Benefits Program:

1. Family health and medical insurance program (State of Tennessee Local Education Program)
2. Family dental program (Delta Dental Plan)
3. Dependent child care cost
4. Unreimbursed medical expenses

ARTICLE 8: Leaves

A. Sick Leave

1. Sick Leave for teachers shall be administered pursuant to TCA 49-5-710.
2. Each teacher shall be provided with a report of accumulated sick leave on the payroll checks.

B. Personal and Professional Leave

1. Teachers shall be allowed one (1) personal day, one (1) professional day and one (1) additional day to be used for either personal or professional purposes.
2. The first leave day taken by a teacher in any school year under B.1. Above shall be charged against the leave earned locally. The other two days shall be charged against the leave earned under TCA 49-5-711.

C. Temporary Duty Leave **with Pay** and Personal Leave without Pay

1. After receipt of a written request from a teacher accompanied by a written recommendation from the principal or immediate supervisor, the Director of Schools at his/her discretion may grant temporary duty leave **with pay** days when days in B. above are exhausted.
2. After receipt of a written request from a teacher, accompanied by a written recommendation from the principal or immediate supervisor, the Director of Schools and his/her discretion may grant emergency personal leave days without pay when leave days in B. above are exhausted.

D. Bereavement

Qualifying bereavement leave is for members of the immediate family only; that is: current spouse, children, parents, grandparents, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, and sister-in-law.

1. For employees who have unused sick and/or personal leave days, the Board will provide up to two days of matching bereavement leave for two days of sick and/or personal leave per qualifying bereavement event.
2. If all personal and sick leave days are exhausted, the Board will provide three bereavement days for a qualifying bereavement event.

E. Other Leave

Other leave shall be administered pursuant to TCA 49-5-701 et seq.

ARTICLE 9: Sick Leave Bank

The BOARD and the ASSOCIATION agree to maintain a sick leave bank according to the provisions of TCA 49-5-801 et seq. (Tennessee Teachers' Sick Leave Bank Act).

ARTICLE 10: Posting of Vacancies, Content of Notices, Related Expenses and Transition, Itinerant Teachers

A. Expectation of Posting

Teachers seeking positions, including those teachers placed temporarily outside their immediate comfort and experience areas, shall have the expectation that a list of vacancies shall be posted as approved. In addition to posting on the Central Office bulletin board **and MCS website**, lists of vacancies shall be sent to building principals. Notification of vacancies shall occur throughout the school year, as well as during summer; however, vacancies will be posted on the official bulletin boards of each school during August through May only. Vacancies created by restructuring, consolidation, or the opening of a new or additional school, shall be posted in the same manner as vacancies created by resignation, retirement, dismissal, added positions and death.

B. Content of Notices

Vacancy postings shall include the date of the posting, a complete description of the position, the location of the position, and any special qualifications, including certification, necessary for applicant eligibility.

C. Related Expenses and Transition

If a teacher is moved or awarded a vacant position, or involuntarily moved to a position that the employee did not request, the BOARD and the appropriate administrator shall make arrangements to help with the move and possible distribution or disposal of materials that may not be used in the new position. Classroom allocations to such teachers shall be at the budgeted rate for new teachers (looping excluded). The BOARD recognizes that teachers need to be informed in a timely manner when a grade level or subject area change is made.

D. Itinerant Teachers

The schedules of itinerant teachers will be arranged so that inter-school travel will be kept to a minimum while rendering those services necessary for the best education of the children.

ARTICLE 11: Position Reduction

A. Layoff (TCA 49-5-511)

1. Reasons for teacher layoff may include, but are not limited to, changes in the size and nature of the student population or budgetary limitations.

When it becomes necessary to reduce the number of teaching positions in the system because of a decrease in enrollment or for other good reasons, the BOARD shall be empowered to dismiss such teachers as may be necessary.

3. The BOARD shall give the teacher written notice of dismissal explaining fully the circumstances or conditions making the dismissal necessary.

F. Recall (TCA 49-5-511)

1. A tenured teacher who has been dismissed because of abolition of positions shall be placed on a preferred list for reemployment in the first vacancy the teacher is qualified by training and experience to fill. Nothing in this subsection shall be construed to deprive the **director of schools** of the power to determine the fitness of such teacher for reemployment in such vacancy on the basis of the **director of school's** evaluation of such teacher's competence, compatibility and suitability to properly discharge the duties required in such vacancy considered in the light of the best interest of the students in the school where the vacancy exists.
2. The right to remain on the preferred list for employment shall remain in effect until:
 - a. The teacher refuses a bona fide offer of reemployment for a comparable position within the Murfreesboro City School System; or
 - a. The Director, after the teacher has been on the preferred list for reemployment for two consecutive years, notifies the teacher in writing by April 1 of the second consecutive year that the teacher's name will be removed from the list.

A written notification of the teacher's last known address shall meet the requirements of such notification. The teacher receiving such notification shall retain the right to stay on the preferred list for reemployment by notifying the Director of Schools in writing by April 15 of each subsequent year of the desire to stay on the preferred list for reemployment.

ARTICLE 12: Personnel Files

- A. The school system shall maintain one personnel file for each teacher at the system's central office. All information relevant to that teacher, unless deemed confidential by federal or state law, shall be included in that one (1) file or its location indicated.
- B. Reports of an evaluative nature or letters pertaining to the teacher from third parties (individuals) shall be provided to the teacher for review before being placed in his/her personnel file. He/she shall initial and date the material to be placed in the personnel file and may prepare a written response to such material. If a written response to such material is made and provided for the file, it shall be attached to the original material.
- C. A teacher may make an inventory of the items in his/her personnel file. Such inventory shall be acknowledged by the Director of Schools or his/her designated representative and is included as a permanent part of said teacher's file. All future additions or removals of materials to/from said teacher's personnel file shall be noted on the inventory and the entry signed by the teacher and the Director of Schools or his/her designated representative.
- D. The person or persons who draft and/or place materials in the teacher's file shall sign the material and indicate the date on which such material was drafted and placed in the file.
- E. If a complaint regarding a teacher is made to any member of the administration by a parent, the teacher shall be given an opportunity to meet with the **director of schools** and the parent in order to respond to the complaint before a report of the complaint is placed in the personnel file of the teacher. If the parent making the complaint refuses to participate in the meeting, the complaint made by the parent shall not become part of the personnel file of the teacher.
- F. Materials may be removed from a teacher's file by mutual agreement of the teacher and the Director of Schools or his/her designated representative.

- G A teacher's request for copies of specified materials from and access to his/her personnel file shall be administered in accordance with TCA 49-2-301(b)(1)(BB)(CC).

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- H. The BOARD shall keep a log of the dates and names of persons who request and of persons who have been granted access to a teacher's personnel file. Such log shall be part of the files.

ARTICLE 13: Safety Provisions

- A. The BOARD shall make a sincere effort to maintain buildings and grounds in accordance with regulations established by local, state and national inspection safety regulatory agencies including reasonable efforts to remove snow and ice from the main entrance to each school building on days during which regular school is in session.
- B. School principals shall be responsible for the care, safety, and upkeep of the buildings and for the supervision of the school custodial services.
- C. The BOARD shall make every effort to provide an adequate supply of soap, toilet tissue, paper towels and enough cleaning supplies to maintain all areas of the school at desirable cleanliness and health standards.
- D. 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*, sinks*, overhead lights, floor, windows*, and woodwork. To assure desirable health standards, these conditions will be maintained throughout the school year. (*where they are provided)
- E. Any assault upon a teacher while the teacher is acting in the discharge of his/her 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.
- F. With the exception of school psychologists and nurses, the use of pagers or cellular telephones by personnel during the time they have

responsibility for students is prohibited except for emergency use (AD 18).

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ARTICLE 14: Pupil-Teacher Ratio

- A. The BOARD shall endeavor to provide a sufficient number of teachers to comply with the provisions of TRR/MS 0520-1-3-.03(3).
- B. For the October BOARD meeting, the Director of Schools shall prepare for the BOARD estimates of the cost to fully implement in the system the provision of TRR/MS 0520-1-3-.03(3).
- C. The BOARD shall not initiate or permit the practice of transferring students' names and not students from one teacher's class roll to another teacher's class roll in order to achieve adherence to class size regulations.

ARTICLE 15: Teacher Materials and Facilities

- A. Instructional Materials and Supplies
 - 1. The BOARD shall provide one-hundred dollars (\$100.00) for each professional employee in the bargaining unit to be spent at his/her discretion for teaching supplies, equipment and materials.
 - 2. A second one-hundred dollars (\$100.00) shall be pooled with all such teachers in a school and spent as determined by a committee of such teachers for such purpose. The purpose of this pool is to permit purchase of items or equipment that may exceed an individual teacher's allocation, for the benefit of all such teachers at the school and the enhancement of the instructional program, and shall not be used for basic building needs such as HVAC, carpets, furniture, items or equipment for the teacher's work rooms, or the like (TCA 49-3-359).
 - 3. Funds committed above shall be expended in accordance with accounting procedures established by the BOARD or other appropriate governmental agencies.

B. Facilities

1. Parking: Parking facilities shall be made available to teachers at each school.
2. Teacher Equipment: A serviceable desk and chair shall be provided for teacher use in each classroom. A reasonable effort will be made to provide storage space for teacher's use in each classroom. **A locking storage unit will be provided for teacher use in the classroom.**
4. Teacher Work Room: A room not normally frequented by students or the general public shall be reserved in each building for the use of teachers as a teacher work room.
4. Telephone: The BOARD shall provide at each school a minimum of three telephone lines which are available to the school office and the teachers' work room. The telephone in the teachers' work room shall have accessibility to these three lines.
5. Communication System: The existing communication system between the classrooms and the principal's office will be maintained in a functional condition.
6. Chalk/Writing Boards: Useable chalk/writing boards shall be provided for every classroom.
7. Copy Equipment: The BOARD will provide funds to the individual school which will be used by the principal to provide copy equipment and maintain it in good mechanical order.
8. Itinerant Teachers: The BOARD shall make reasonable effort to provide needed space in each building for the use of itinerant teachers.
9. Use of Keys: Keys for access to a telephone and to a classroom and work areas will be provided to teachers by the principal on the basis of need determined by the principal in consultation with the teacher.

10. Repairs: No central maintenance repairs normally provided through the school budget and obligated for in accordance with the accounting procedures established by the BOARD and/or appropriate state agencies are to be paid for by the individual school.
11. **Technology: The BOARD shall make a reasonable effort to provide functioning technology one (1) week prior to the first day of in-service which shall include TV*, projectors*, computers*, software*, and other technological equipment.*. (*where they are provided)**

ARTICLE 16: In-service Education

A. In-service Education Committee

An In-service Education Committee shall continue to be appointed to study the in-service education and professional growth needs of professional employees.

B. Membership

The In-service Education Committee shall consist of **one representative elected by a vote of all licensed personnel in a closed ballot conducted in a faculty meeting at each school.** The **Coordinator of Instruction** will serve as the chairperson. The Director of Schools and the president of the ASSOCIATION shall be ex-officio members of the committee. **The twelve elected members shall serve two year terms.** Terms shall begin March 1.

C. Recommendations

1. No later than March 15th of each school year, the In-service Education Committee shall solicit from each teacher in writing **or electronically**, his/her perceived in-service education needs for the system. Following careful study of the survey results, the committee may make recommendations regarding in-service education and professional growth opportunities to be considered for BOARD approval.
2. The committee may also recommend an amount for inclusion in the proposed budget to be used for in-service education purposes for the ensuing year.
3. In the event of lack of unanimity on the recommendations, minority recommendations may be made.
4. Recommendations from the committee to the BOARD shall be made through the Director of Schools.

ARTICLE 17: School Calendar

On or before February 15 of each school year, the president of the ASSOCIATION shall present to the Director of Schools proposed school calendar(**s**) for the ensuing school year.

Said proposed calendar(**s**) shall be in written form, signed and dated by the president of the ASSOCIATION, and shall be the official recommendation from the ASSOCIATION to the Director of Schools.

ARTICLE 18: Supervision of Bus Rooms

- A. The BOARD, working through and in conjunction with the Director of Schools and the building principals, shall provide for the supervision of bus rooms prior to and following the normal teacher work day.

- B. Supervision of bus rooms by professional employees shall be only on a volunteer basis except for the building principal or the principal designee in his/her absence, who shall assume responsibility for supervision in the event that the non-professional or voluntary professional scheduled supervisor leaves or fails to report for duty.
- C. In emergency situations, the principal may assign teachers to supervise bus rooms. Such teachers shall be compensated at the rate of the regular bus room staff.

ARTICLE 19: Duty-Free Lunch

A duty-free lunch will be scheduled for each teacher pursuant to TCA 49-3-359(b) and TRR/MS 0520-1-3-.03(5).

ARTICLE 20: Professional Advisory Committee

A. Purpose

A professional advisory committee shall be constituted to meet with the Director of Schools to discuss matters relating to, but not limited to, the effective operation of the school system and the improvement of the instructional program.

B. Membership

The Professional Advisory Committee shall consist of **six (6)** members appointed by the president of the ASSOCIATION and **six (6)** members appointed by the Director of Schools **with a concerted effort to ensure each school is represented. The Director of Schools will appoint members from the first six schools in an alphabetized list of schools with the ASSOCIATION appointing members from the last six schools in the first year of this agreement. The second year will reverse this order of appointments.**

Appointments shall be for two (2) year terms. In the case of a vacancy, replacements to fill the remainder of the unexpired term shall be made by the president of the ASSOCIATION if an ASSOCIATION appointee vacancy occurs and by the Director of Schools if a Director of Schools appointee vacancy occurs. Membership on the Professional Advisory Committee is limited to professional employees. Members of the negotiation teams are ineligible for membership on the committee. The Director of Schools and the president of the ASSOCIATION shall jointly chair the committee.

C. Meetings

The committee shall meet not less than once each month, September through May, unless no agenda items are submitted. The Director of Schools and the president of the ASSOCIATION shall alternate by calendar month serving as chairperson for the meetings of the committee.

D. Recommendations

The committee may make written recommendations through the Director of Schools to the BOARD. In the absence of unanimity, both majority and minority recommendations may be made.

E. Agenda

A prepared agenda will be distributed to each member of the committee prior to each meeting. Items to be placed on the agenda for a meeting shall be submitted to both the Director of Schools and the president of the ASSOCIATION at least three (3) days in advance of the meeting. The person chairing the committee for that month shall prepare the agenda from the submitted items and distribute the agenda to each member at least twelve (12) hours prior to the meeting.

ARTICLE 21: Nondiscrimination

There shall be no discrimination against any professional employee because of membership in the Association,

participation in any lawful activity of the Association, serving in a leadership role within the Association, or the institution of any grievance under this agreement.

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Article 22: Suspension/Dismissal of Professional Employees

- A. A professional employee shall be entitled to have a representative of the Association present when the employee is being suspended or dismissed. Under all circumstances it is the employee that bears the responsibility for initiating the request for representation through either verbal or written communication.**
- B. No professional employee shall be suspended or dismissed contrary to the provisions of applicable Board policy, state and federal law.**

ARTICLE 23: Regular Faculty Meetings

By the end of the first twenty (20) days of school, the principal shall notify the teachers of the regular schedule for faculty meetings for the first semester.

By the end of the first semester the principal shall notify the teachers of the regular schedule for faculty meetings for the second semester.

With the exception of the first and last month of school, faculty meetings shall be limited to two per month, except in the event of an emergency.

Faculty meetings shall not be scheduled on Fridays or any day preceding a holiday.

No regularly scheduled faculty meeting shall exceed one and one-half hours (1 ½) in length.

ARTICLE 24: Activities Beyond the Regular School Day

Teacher participation in activities beyond the regular school day, 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.

ARTICLE 25: Severability

If any provisions of this AGREEMENT or any applications of this AGREEMENT to any teacher shall be found contrary to law or held to be invalid by any tribunal of competent jurisdiction, such provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect. Representatives of the BOARD and the ASSOCIATION shall meet and confer and make the necessary modifications to bring the affected article(s) into compliance with the law. If any provision or applications shall be restrained by tribunal, all other provisions or applications shall continue to be in full force and effect.

ARTICLE 26: Waivers

The waiver of any breach, term or condition of this AGREEMENT by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

ARTICLE 27: Entire Agreement

This AGREEMENT constitutes the sole and entire existing AGREEMENT by and between the BOARD and the ASSOCIATION with respect to salaries, wages or other terms or conditions of employment which shall prevail during the terms of the AGREEMENT. It expresses all obligations of and restrictions imposed upon the BOARD and ASSOCIATION by and between the parties. The BOARD and ASSOCIATION acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matters not removed by law from the area of professional negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. The BOARD shall have the right to deal with all subjects or matters not expressly covered by this AGREEMENT through the exercise of its management rights without prior negotiations during the life of this AGREEMENT, unless the BOARD and the ASSOCIATION mutually agree to enter into negotiations for an amendment to this AGREEMENT concerning such subjects or matters.

ARTICLE 28: Production of Memoranda of Understanding and Agreement

The BOARD shall prepare and produce the Memorandum of Understanding and supply the ASSOCIATION with thirty (30) copies.

The BOARD shall prepare the Memorandum of Agreement and provide on-line access to all certified employees via the MCS website no later than thirty (30) days after ratification by both parties. They shall also produce hard copies of said agreement for all BOARD members, ASSOCIATION Negotiating Team members, principals and one copy for each school library.

In those years when the AGREEMENT does not expire, the BOARD shall prepare the ratified amendment(s) to the Memorandum of Agreement using the specifications listed above.

ARTICLE 29: Successor Agreement

In the event that either party wishes to negotiate a successor agreement in those years when the AGREEMENT expires, they shall, between February 1 and February 15, notify the other party, in writing, of their desire to do so. Within fifteen (15) calendar days the chief spokesperson for the BOARD and the chief spokesperson for the ASSOCIATION shall meet and agree upon a time and place to meet and begin negotiations on a successor agreement in accordance with TCA 49-5-601 et seq. (Education Professional Negotiations Act).

In the event that either party wishes to negotiate amendments in those years when the AGREEMENT does not expire, they shall, between March 1 and March 15, notify the other party in writing of their desire to do so. Within fifteen (15) calendar days the chief spokesperson for the BOARD and the chief spokesperson for the ASSOCIATION shall meet and agree upon a time and place to meet and begin negotiations on such amendments in accordance with the procedures outlined in TCA 49-5-601 et seq. (Education Professional Negotiations Act).

Either or both parties may propose amendments to a maximum of two articles currently in the AGREEMENT, Article 6, Salaries and Wages and one other article.

ARTICLE 30: Duration

The provisions of this AGREEMENT will become effective upon ratification by both the BOARD and the ASSOCIATION. The provisions of this AGREEMENT shall remain in effect until June 30, 2012 at which time the provisions of this AGREEMENT shall terminate.

This AGREEMENT was ratified by the ASSOCIATION on February 8, 2010 and by the BOARD on February 23, 2010, in witness whereof, we affix our signatures.

President, Murfreesboro Education Association

Date

Chairman, Murfreesboro City Schools Board of
Education

Date

Murfreesboro City Board of Education
Murfreesboro Education Association

GRIEVANCE FORM

Number _____

Date _____

Aggrieved Party _____

Location _____

Time and Place of Alleged
Violation _____

Specified Provisions of the AGREEMENT Alleged to be
Violated _____

Person Responsible for Causing Events or Conditions (if
known): _____

Statement of
Grievance _____

Redress
Sought _____

Name of Person with Whom Grievance is First Filed

Grievance filed at Level (circle one) I or II

Signature of Grievant _____

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TEACHER SALARY CHART
MURFREESBORO CITY SCHOOLS
2009-2010 SCHOOL YEAR

EXP	BS	MA	MA+30	EDS	PHD
EXP 0	34,417	38,096	41,398	42,646	46,405
EXP 1	35,350	39,168	42,680	43,921	47,680
EXP 2	35,756	40,020	44,095	45,415	49,406
EXP 3	36,946	41,151	45,235	46,576	50,618
EXP 4	38,146	42,223	46,356	47,708	51,787
EXP 5	39,225	43,333	47,514	48,888	53,010
EXP 6	40,219	44,370	48,603	49,989	54,341
EXP 7	41,211	45,433	49,777	51,261	55,721
EXP 8	42,317	46,744	51,286	52,748	57,251
EXP 9	43,536	47,975	52,512	53,982	58,468
EXP 10	44,481	48,912	53,441	54,934	59,511
EXP 11	45,389	49,815	54,360	55,643	60,298
EXP 12	46,325	50,741	55,284	56,751	61,236
EXP 13	46,959	51,408	55,918	57,386	61,855
EXP 14	47,612	52,044	56,569	58,036	62,530
EXP 15	48,239	52,664	57,187	58,651	63,140
*LONGEVITY STEPS					
EXP. 20	48,989	53,414	57,937	59,401	63,890
EXP. 25	49,889	54,314	58,837	60,301	64,790

* Longevity steps are not subject to annual percentage increase.

SALARY SCHEDULE FOR PRINCIPALS			
EFFECTIVE JULY 1, 2009			
	BASE SALARY	LONGEVITY	CAREER LADDER
003	75,529.90	1,650	3,000
004	79,151.52	1,650	2,000
005	79,428.58	1,650	3,000
006	73,373.00		
007	79,566.00	1,650	
009	85,020.64	1,650	1,000
010	80,108.04	1,650	1,000
011	81,811.44		
012*	91,458.52	1,650	3,000
014	74,765.64	750	3,000
015	79,385.24	750	

* 12 Month contract; all others 11 month

