

Board of Education Regular Meeting

January 24, 2023 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Savannah Wiggins, a third grade student at John Pittard Elementary, and Adalynn Shelton, an integrated Pre-K student at Northfield Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item Mitchell-Neilson Primary would like to thank an anonymous donor for their generous gift of \$300 to the Primary! We'd also like to thank the fabulous folks at Mars Pet Nutrition (and specifically Mrs. Shaleta Fuqua for adopting 40 of our Primary students and making their Christmas wishes come true! Mrs. Fuqua's husband, Derek, teaches Kindergarten at the Primary. School Board Week-January 22-28, 2023	Mrs. Lisa Trail
A. Spotlight on Education-Student Recognition-Beta Winners at Discovery School Procedural Item	
B. The Best of MCS-Tammy Case, Academic Interventionist at Northfield Elementary Procedural Item	Dr. Trey Duke
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of the following Board Minutes: 12/13/22 Regular Board Meeting 1/10/23 Regular Board Meeting 1/10/23 Board Work Session Consent Item	
B. Minor Change to Board Policy Consent Item	
i. Approval of Board Policy 2.702 Inventories on First and Final Reading Consent Item	
ii. Approval of Board Policy 5.118 Background Investigations on First and Final Reading Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 4.700 Testing Programs on Second Reading	

Consent Item	
D. Approval of the 2023-2024 School Calendar on Second Reading Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 2.805 Purchasing on First Reading Action Item	Dr. Trey Duke
B. Approval of Board Policy 2.806 Bids and Quotations on First Reading Action Item	Dr. Trey Duke
C. Approval of Board Policy 5.106 Application and Employment on First Reading Action Item	Dr. Trey Duke
D. Approval of Board Policy 6.205 Assignment of Students to Schools and Classes on First Reading Action Item	Dr. Trey Duke
E. Approval of Board Policy 2.300 Comparabilty of Services on First Reading Action Item	Dr. Trey Duke
F. Approval of Board Policy 4.301 Interscholastic Athletics on First Reading Action Item	Dr. Trey Duke
G. Approval of Board Policy 6.414 Prevention and Treatment of Sudden Cardiac Arrest on First Reading Action Item	Dr. Trey Duke
H. Enrollment Request Action Item	Dr. Trey Duke
I. Open Zones for 2023-2024 Action Item	Dr. Trey Duke
J. Approval of Custodial Services Contract with ABM Action Item	Dr. Trey Duke
K. Budget Amendment for Custodial Contract Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Bell Times for 2023-2024 Information Item	Dr. Trey Duke
B. Transportation for 2023-2024 Information Item	Dr. Trey Duke
C. Enrollment (PTR) Report Information Item	Mr. Joe Marlin
D. Personnel Report Information Item	Mr. Ralph Ringstaff
E. Revenue and Expenditure Report Information Item	Mrs. Kim Williams
F. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

December 13, 2022 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item</p> <p>In attendance: Chair Butch Campbell, Vice Chair Jimmy Richardson, Wesley Ballard, David Settles, Amanda Moore, Karen Dodd, and Barbara Long.</p> <p>Staff: Dr. Trey Duke, Ralph Ringstaff, Sheri Arnette, Angela Fairchild, April Zavisa, Sonya Cox, Natalie Hardiman, Kim Williams, Maria Johnson, Joe Marlin, Sandy Scheele, Charise McDaniel, Kristy Mall, Lisa Trail, and Nicole Bell</p> <p>Assistant City Attorney Elizabeth Taylor and City Liaison Bill Shacklett</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item</p> <p>The Pledge of Allegiance was led by Aiden Primus, a third grade student at Reeves Rogers Elementary, and Monroe Johnson, a second grade student at Cason Lane Academy, along with Aubrey Mowery, a third grade student also at Cason Lane Academy.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item</p> <p>Motion to approve the agenda. This motion, made by Mr. Wesley Ballard and seconded by Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p>III. COMMUNICATIONS Information Item</p>	Mrs. Lisa Trail
<p>A. Best of MCS-Students Faith Alzate and Mayah Hernandez Procedural Item</p>	
<p>B. Spotlight on Education-Charise McDaniel and Stacy Flora-Born Learning Procedural Item</p>	
<p>IV. CONSENT ITEMS Consent Agenda</p> <p>Motion to approve consent agenda.. This motion, made by Jimmy Richardson III and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p>A. Approval of 11-8-22 Board Minutes Consent Item</p>	

B. Minor Change to Board Policy Consent Item	
i. Approval of Board Policy 4.701 Maintaining Test and Data Security on First and Final Reading Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 4.603 Promotion and Retention on Second Reading Action Item Motion to approve Board Policy 4.603 Promotion and Retention on Second Reading. This motion, made by Mr. Wesley Ballard and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0	Dr. Trey Duke
B. Approval of Board Policy 4.6031 Promotion and Retention Based on TCAP Results on Second Reading Action Item Board members David Settles and Wes Ballard wanted to clarify that the promotion and retention policy came from TSBA. Ms. Taylor said that yes, this was TSBA's recommended policy. Mr. Settles wanted to clarify that this policy is law, and Ms. Taylor said yes, it is state law. Ms. Barbara Long clarified that as amendments are made to this law, changes would be made to this policy and policy 4.603. Ms. Taylor said yes, changes would be made to our policies at that time. Mr. Jimmy Richardson stated that our board signed a resolution showing our disagreement with this new 3rd grade retention law. Motion to approve Board Policy 4.6031 Promotion and Retention on Second Reading. This motion, made by Mr. David Settles and seconded by Karen Dodd, passed. Yea: 5, Nay: 1; Abstain: 1	Dr. Trey Duke
C. Approval of Board Policy 4.700 Testing Programs on First Reading Action Item There was some discussion as to how scores are calculated and whether the cubed root method or raw scores would be used. Dr. Duke explained that Dr. Chris George would clarify that, and he would get that information back to the board. Motion to approve Board Policy 4.700 Testing Programs on First Reading. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0	Dr. Trey Duke
D. Approval of the 2023-2024 School Calendar Action Item Dr. Duke presented the 2023-2024 school calendar to the board. He explained that there are several groups that have input in developing the calendar such as the Teacher Advisory	Dr. Trey Duke

<p>Council. Ms. Nicole Bell, a 6th grade teacher at Hobgood, as well as Hobgood’s Teacher of the Year and a member of the Teacher Advisory Council, explained her part in developing the calendar to the board.</p> <p>Motion to approve the 2023-2024 School Calendar. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	
<p>E. Approval of Alternate Compensation for Unfilled Substitute Positions Action Item</p> <p>Motion to approve the Alternate Compensation for Unfilled Substitute Positions. This motion, made by Barbara Long, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>F. Approval of 2nd Semester Signing/Retention Bonus for BEST EAs Action Item</p> <p>Motion to approve the 2nd Semester Signing/Retention Bonus for BEST EAs. This motion, made by Jimmy Richardson III and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>G. Approval of 2022-2023 ESSER 2.0 and ESSER 3.0 Application Action Item</p> <p>Motion to approve the ESSER 2.0 and ESSER 3.0 Application. This motion, made by Ms. Amanda Moore and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>H. Approval of the Zoning Appeals Special Committee Action Item</p> <p>Motion to approve the Zoning Appeals Special Committee. This motion, made by Jimmy Richardson III and seconded by Karen Dodd, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>I. Approval of the Charter School Review Team Action Item</p> <p>Motion to approve the Charter School Review Team. This motion, made by Mr. Wesley Ballard and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>J. Approval of Budget Amendment Federal Title III Immigrant Grant Action Item</p> <p>Motion to approve the Budget Amendment Federal Title III Immigrant Grant. This motion, made by Barbara Long and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>K. Approval of FY23 GPS Budget Amendment Community Foundation Grant Action Item</p> <p>Motion to approve the FY23 GPS Budget Amendment Community Foundation Grant. This motion, made by Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke

<p>L. Approval of Budget Amendment FY23 School Nutrition Titans/Dairy Alliance and USDA Supply Chain Grant Action Item</p> <p>Motion to approve the Budget Amendment FY23 School Nutrition Titans/Dairy Alliance and USDA Supply Chain Grant. This motion, made by Mr. David Settles and seconded by Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>M. Approval of School Nutrition Fund 143 Budget Transfer Action Item</p> <p>Dr. Duke told the board that the newly redesigned cafeterias at Bradley, Erma Siegel, Black Fox, Reeves Rogers, Northfield, and Scales look amazing, and he invited them to go by and see them anytime. Dr. Duke thanked Mrs. Sandy Scheele and her team for organizing all these wonderful renovations.</p> <p>Motion to approve the School Nutrition Fund 143 Budget Transfer. This motion, made by Ms. Amanda Moore and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>VI. REPORTS AND INFORMATION Information Item</p>	<p>Chair Butch Campbell</p>
<p>A. Director's Update Information Item</p>	<p>Dr. Trey Duke</p>
<p>i. Change in 2022-2023 Board Meeting Calendar Information Item</p> <p>Dr. Duke suggested one change to the 2022-2023 Board Meeting Calendar. He would like to add a voting portion at the beginning of the January 10 work session from 5:00-5:30, and then go into the board work session immediately following.</p> <p>Dr. Duke told the board that on February 9, Commissioners of Education from 14 states would be visiting our district to see how we use high quality reading instructional materials. Dr. Duke thanked Mrs. Sheri Arnette and the instructional staff for the high quality instruction that they provide our students on a daily basis.</p> <p>Dr. Duke ended his update by telling the board that winter break begins next week, and students return on January 4.</p>	<p>Dr. Trey Duke</p>
<p>VII. OTHER BUSINESS Information Item</p>	<p>Chair Butch Campbell</p>
<p>VIII. ADJOURNMENT Action Item</p> <p>The meeting officially adjourned at 7:04 p.m. The board remained in closed session to receive a security update from Mrs. April Zavisia.</p> <p>Motion to adjourn. This motion, made by Mr. David Settles and seconded by Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	<p>Chair Butch Campbell</p>

Director of Schools

Minutes
Page 5 of 5
December 13, 2022
Recorded by L. VanCleave

MISSION STATEMENT: To assure academic and personal success for each child.

MINUTES

Board of Education Regular Meeting

January 10, 2023 5:00 PM

MCS Administrative Offices

<p>I. CALL TO ORDER Procedural Item Present: Mr. Wesley Ballard, Mr. Butch Campbell, Karen Dodd, Barbara Long, Jimmy Richardson III, Mr. David Settles, Absent: Ms. Amanda Moore.</p> <p>Staff: Dr. Duke, Ralph Ringstaff, Sheri Arnette, Lisa Trail, Beth Prater, April Zavisla, Maria Johnson, Angela Fairchild, Chris George, Kim Williams, and Joe Marlin.</p> <p>Assistant City Attorney Elizabeth Taylor and City Liaison Bill Shacklett</p>	Chair Butch Campbell
<p>II. APPROVAL OF AGENDA Action Item</p> <p>Motion to approve the agenda. This motion, made by Mr. David Settles and seconded by Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Butch Campbell
<p>III. ACTION ITEMS Action Item</p>	Chair Butch Campbell
<p>A. Capital Improvement Plan Revision Action Item</p> <p>Motion to approve the Capital Improvement Plan Revision. This motion, made by Mr. David Settles and seconded by Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1 Karen Dodd wanted to clarify that nothing had been left out of the plan on this update. Dr. Duke assured her that nothing was left out.</p> <p>Mr. Ballard asked how much money we are shifting. Dr. Duke said that it is right at 2 million dollars. It includes about \$87,000 in interest, Dr. Duke said that our original approval was at 9 million, and we are at 11.8 million.</p>	Dr. Trey Duke
<p>IV. ADJOURNMENT Action Item</p> <p>The meeting adjourned at 5:49 p.m.</p>	Chair Butch Campbell

Director of Schools

MINUTES

Board of Education Work Session

January 10, 2023 5:30 PM

MCS Administrative Offices

<p>I. CALL TO ORDER Procedural Item Present: Mr. Wesley Ballard, Mr. Butch Campbell, Karen Dodd, Barbara Long, Ms. Amanda Moore, Jimmy Richardson III, Mr. David Settles.</p> <p>Staff: Dr. Duke, Ralph Ringstaff, Sheri Arnette, Lisa Trail, Beth Prater, April Zavisla, Maria Johnson, Angela Fairchild, Chris George, Kim Williams, and Joe Marlin.</p> <p>Assistant City Attorney Elizabeth Taylor and City Liaison Bill Shacklett</p>	<p>Chair Butch Campbell</p>
<p>II. APPROVAL OF AGENDA Action Item</p>	<p>Chair Butch Campbell</p>
<p>III. Board Work Session Topics of Discussion Procedural Item</p>	<p>Chair Butch Campbell</p>
<p>A. 2022 Audit Information Item</p> <p>Dr. Duke touched on enrollment numbers before Mrs. Williams shared information about the audit. He said that we are still feeling the effects of rezoning and are at a net increase of 46 students.</p> <p>Kim Williams asked the board to refer to the audit book that they had received previously from Dr. Duke. She told the board that Jobe Hastings is our auditor, and audits are required by law. Mrs. Williams added that the intent of this audit is to provide information to Murfreesboro City Schools and the board. She said that this audit is a component of the City of Murfreesboro.</p> <p>Mrs. Williams told the board that we received an unmodified or clean opinion from the auditor. She drew the board's attention to some particular pages in the audit book that showed snapshots and highlights of MCS. Mrs. Williams told the board that we have \$15 million dollars in fund balance.</p> <p>Mrs. Williams had the board to refer to the summary of the audit on page 83. She told the board that the auditors spend a lot of time auditing federal funds and explained where they could refer to the list of federal fund grants in their audit book.</p> <p>She explained to the board that on page 84, there were two findings, but still a clean opinion. The first finding was the difference between a twelve-month audit period and a three-year audit period. The second finding was the approval process for time sheets. Both of these findings have been corrected.</p> <p>Dr. Duke commented on the 15 million dollar fund balance and how we have used ESSER funds along with a strong management of the school system to get to this point. He said that we do want to keep this number high, but as we go into budget discussions, we have to think about capital projects that will require us to use some of these funds. He explained that in 2016, the fund balance was 2 million and we are now at 15 million.</p>	<p>Mrs. Kim Williams</p>

<p>Mr. Richardson asked Mrs. Williams if she feels confident in our internal controls, and she said yes. Mr. Richardson commented on the credible job that the finance department has done.</p> <p>Dr. Duke said that the audit ends last year's budget.</p>	
<p>B. Budget Preparation for 2023-2024 Information Item</p>	<p>Dr. Trey Duke</p>
<p>i. State Report Card Comparison Information Item</p> <p>Dr. Duke shared a document with the board showing a comparison between MCS and 13 other surrounding districts. Some important points are that we are at \$11,528 per student, which is \$677 above the state average. 30% of our students are economically disadvantaged versus 16% for Rutherford County. And our student to teacher ratio is 1 to 14. The one concern was that we are at the bottom of the list when it comes to our student to instructional leader ratio, which says that we have needs, but not enough support for those needs. There is a need for additional Assistant Principals at the larger schools.</p>	<p>Dr. Trey Duke</p>
<p>ii. Budget Priorities Information Item</p>	<p>Dr. Trey Duke</p>
<p>Dr. Duke gave each board member a budget request form to complete and told them that after budget meetings with staff, he would bring a draft budget to the board in April.</p> <p>Dr. Duke told the board that we will have an increase in funds this year with TISA funding. He told the board that the original state estimate was 9 million dollars, but he has not received a new projection this year.</p> <p>Some of the priorities for the upcoming budget include:</p> <ol style="list-style-type: none"> 1) Increased school-based and district-based behavioral supports 2) Transition to ESSER funded positions to GP 3) Increase in district held capital improvement funds 4) Technology set aside for replacements 5) Salary increases for all staff <p>Dr. Duke informed the board of the three new mental health counselors (Mitchell Neilson Elementary and Mitchell Neilson Primary have one, Hobgood and Reeves Rogers have one each. He said that they will begin seeing students next week.</p> <p>Barbara Long asked if there are any strings attached or rules regarding using the new mental health counselors. Mr. Marlin said that the students have to have TennCare.</p> <p>Karen Dodd asked if there were school based and district based personnel over behavior. Dr. Duke explained that the district added a district level person over behavior last year and is looking to add a school based behavior person in every school in next year's budget proposal.</p> <p>There has been discussion regarding a district based K-1 self-contained behavior classroom for general education students since we are having issues in K-1. The students complete an 8-12 week program. Barbara Long asked where parents fit in as far as approval for their</p>	

<p>child to attend this program. Dr. Duke said this is not a special ed program.</p> <p>Dr. Duke also told the board that he would be bringing a new salary scale for central office classified staff, principals, and assistant principals. This new scale would include longevity pay for classified staff.</p> <p>Amanda Moore asked Dr. Duke if he would get input from TAC on budget requests like he did last year. She felt that was very powerful to have input and different priorities from all groups. Dr. Duke said that he would do that just as he did last year. He said that so far the behavioral part of the budget is what he had heard the most about from staff. He said that the February TAC meeting and February principal meeting would include budget feedback. He added that the next community meeting would be before budget approval, therefore, he would get input at that meeting as well.</p> <p>Dr. Duke told the board that he would email the budget request form to them at the end of the week, and they could give it back to Lisa VanCleave or email it back to him.</p> <p>Dr. Duke told the board that this year's budget was about 96 million and next year's budget would be over 100 million.</p> <p>Barbara Long asked if TISA is a temporary funding source, and Dr. Duke told her no, this will be our new funding source.</p>	
<p>C. Custodial Services Information Item</p> <p>Mr. Ringstaff told the board that we have had a challenging year with staffing issues and staffing shortages in the custodial department, therefore we are looking to outsource this department. He said that this would be a cost saving measure (\$713,270.00 annual savings), but also a salary increase for employees. The new company would be ABM and we would start on a one-year contract.</p> <p>There was much discussion with questions from the board regarding the swap.</p> <p>After much discussion, Mr. Ringstaff told the board that if they are in favor of the swap, he would begin having conversations with custodians next week and hope to put this new company in place by April 1 so that they could start summer cleaning in June.</p> <p>Dr. Duke explained that he had discussed this change with the principals, and there is a consensus of the need.</p> <p>He told the board that reference checks have been done on this company, and he feels it's a win-win. He said that we have 16 employees that have been with us for over 2 years, and we will continue to pay holiday pay for those employees.</p> <p>Dr. Duke said that this company will sit down with principals to find out who they do and do not want to keep.</p> <p>The board asked how often the custodians would get paid with the new company, bi-weekly or monthly, and Mr. Ringstaff said that he would get that answer from ABM and get back to the board.</p>	<p>Dr. Trey Duke/Ralph Ringstaff</p>

<p>Amanda Moore said that she was not on board with this idea at first but after much thought, she is fully convinced that this is a good idea.</p> <p>Karen Dodd said that she would like to know what the custodians say about the change if Mr. Ringstaff could please bring some quotes from the custodians back to the board at the 1/24 meeting.</p> <p>Dr. Duke said that we have to do something. He said that we paid over \$21,000 last month in overtime and most of that was for custodians.</p> <p>David Settles said that he is all in.</p> <p>Mr. Shacklett asked if this company is consistent with their pricing. He asked if the cost of living raise is included for years to come. Mr. Ringstaff said that the contract is done in a way that we will have time to look at that. Dr. Duke said that he has spoken with several other Directors that use this company and they are very pleased and not planning to do away with this company. Dr. Duke said that he feels that we will find ourselves in a better situation. He is cautiously optimistic.</p> <p>Mr. Ballard asked about background checks. Mr. Ringstaff said that we will still be responsible for doing those, but ABM will reimburse us. He added that our current custodians, if they stay, will have to have another background check.</p> <p>Barbara Long asked if custodial pay would be more than cafeteria and transportation and Dr. Duke said that we will look at cafeteria staff pay and transportation.</p>	
<p>D. Transportation for 2023-2024 Information Item</p> <p>Mr. Ringstaff told the board that we have 15 double routes to one school and we do not get funding for picking up students a mile and a half from the school, and we pick up a half mile from the school.</p> <p>The proposed changes would be to increase the parent responsibility zone from .5 to .75 miles at only three schools: Overall Creek, Salem, and Scales.</p> <p>Amanda Moore asked what if not all students walk and there are more car riders that have to go to ESP. Mr. Ringstaff said that priority would be given to those students in ESP.</p> <p>To help with transportation, Cason Lane's bell time would change from 7:30 to 2:30 to 8:30 to 3:30. This would begin next fall.</p> <p>Dr. Duke said that once the board votes on this on January 24, we will notify parents on January 25 to give them plenty of time to prepare and possibly apply for open zone waivers.</p> <p>Dr. Duke talked about Addressing 6th grade issue. He told the board that the plan for 6th grade would be to move 6th grade students from Erma Siegel to John Pittard and Scales to Cason Lane (that includes three 6th grades).</p> <p>Barbara Long asked if teachers would move as well. Dr. Duke said that we will talk to</p>	<p>Mr. Ralph Ringstaff</p>

<p>teachers. He said that we have 3 teachers at Scales.</p> <p>Amanda Moore said that she hates to see the chipping away of students at MCS, but knows that this is necessary.</p> <p>Mr. Campbell added that middle schools have programs that we don't have to offer students.</p>		
<p>i. Parent Responsibility Zones Information Item</p>	Mr. Ralph Ringstaff	
<p>E. Security Update Information Item</p> <p>April Zavisia gave a security update to the board regarding cameras and technology.</p> <p>Dr. Duke thanked April and her staff for their hard work over the past few weeks.</p> <p>Dr. Duke discussed the fact that SROs will now be wearing body cams. This is a decision made by the MPD and will be included in the SRO's standard attire-</p>	Dr. Trey Duke	
<p>F. Five-Year Strategic Plan Update-Dashboard Information Item</p> <p>Dr. Duke told the board that we are tracking and monitoring and working on this plan. He said that we will be making changes in the future and update as needed.</p> <p>Dr. Duke thanked Chris George for all of his work with this plan.</p>	Dr. Trey Duke	
<p>G. MCS By the Numbers Information Item</p>	Dr. Trey Duke	
<p>IV. OTHER BUSINESS Information Item</p> <p>Dr. Duke announced to the Board that after 10 years at Murfreesboro City Schools, with 36 years in education, Mr. Joe Marlin is retiring after this school year.</p> <p>Everyone wished him well.</p>	Chair Butch Campbell	
<p>V. ADJOURNMENT Action Item</p> <p>The meeting adjourned at 8:20 p.m.</p>	Chair Butch Campbell	

Director of Schools

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="margin: 0;">Inventories</h2>	Descriptor Code: 2.702	Issued Date: 03/22/22
		Rescinds:	Issued: 11/28/17

1 *General*

2 The Director of Schools shall establish an accurate inventory procedure for all school real and personal
 3 (e.g., material and equipment) property, and this system shall be implemented at each school and
 4 system facility. Administrative personnel shall ensure that a physical count of all such property is taken
 5 at the end of each fiscal year, and this inventory shall be properly entered on the appropriate records
 6 for accounting purposes.¹

7 Each school shall maintain a complete inventory with a duplicate maintained in the central office.

8 **EQUIPMENT PROCURED WITH FEDERAL DOLLARS²**

9 Property records of equipment purchased with federal dollars must be maintained that include a
 10 description of the property; a serial number or other identification number; the source of property; who
 11 holds title; the acquisition date; the cost of the property; the percentage of federal participation in the
 12 cost of the property; the location, use and condition of the property; and any ultimate disposition data
 13 including the date of disposal and sale price of the property.

14 A physical inventory of the property must be taken and the results reconciled with the records at least
 15 once every two years.

16 The Director shall establish procedures that meet all federal requirements, including guidelines for the
 17 purchasing, inventorying, security and disposition of all equipment purchased with federal funds.²

Legal References

1. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 4-24, Section 4-25
2. 34 CFR § 80.32

Cross References

~~Personal-Surplus~~ Property Sales 2.403
 Security 3.205
 Equipment & Supplies Management 3.300

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Background Investigations	Descriptor Code: 5.118	Reviewed Date: 08/28/18 01/28/20
		Rescinds:	Issued: 09/12/17

1 *General*

2 Background checks shall be required for applicants, employees, contract workers, and volunteers.¹

3 The Director of Schools/designee shall develop any necessary background check procedures.

4 **APPLICANTS AND EMPLOYEES**

5 To ensure the safety and welfare of students and staff, the district shall require criminal history
6 background checks and fingerprinting of applicants hired for teaching positions and any other positions
7 that require proximity to children. Further, applicants who (1) have been identified by the Department
8 of Children's Services as perpetrators of child abuse, severe child abuse, child sexual abuse, or child
9 neglect, or who pose an immediate threat to the health, safety, or welfare of children; or (2) who are
10 listed on the state's abuse of vulnerable persons registry maintained by the Department of Health shall
11 not be employed.² The Board shall pay any costs incurred to perform these background checks and
12 fingerprinting.³

13 Background checks shall be required of these employees at least every five (5) years after the date of
14 hire.¹

15 **USE AND DISSEMINATION**

16 Fingerprints or other approved forms of positive identification shall be submitted with all requests for
17 criminal history record checks for non-criminal justice purposes.⁴ The Director of Schools shall ensure
18 the Originating Agency Identifier number is on file at all times.

19 Tennessee and FBI Criminal History Record Information (CHRI) obtained by the district shall be
20 solely used to verify criminal violation(s) and shall not be disseminated. Results shall be considered
21 confidential and only accessible to district personnel identified by the Director of Schools. CHRI shall
22 only be accessed by authorized personnel in the performance of their duties and shall never be released
23 to the public.

24 All persons directly associated with the accessing, maintaining, processing, disseminating, or
25 destruction of CHRI shall sign an awareness statement and shall indicate that they have been specially
26 trained on the subject. The training shall provide those with access to CHRI with a working knowledge
27 of federal and state regulations and laws governing the security and processing of criminal history
28 information. The Director of Schools is responsible for ensuring that authorized personnel

29 receive such training within sixty (60) days of employment or job assignment and every three (3)
30 years.

31 **RETENTION AND SECURITY**

32 The Director of Schools shall develop procedures to ensure CHRI is stored in a secure location. Areas
33 in which CHRI is processed and handled shall be restricted to authorized personnel identified by the
34 Director of Schools. The area shall be out of the view of the public and unauthorized personnel. The
35 Director of Schools shall maintain a list of all employees who have access to, can process, disseminate,
36 and/or destroy CHRI.

37 **DISPOSAL OF CHRI**

38 When CHRI is no longer needed, it shall be destroyed by burning, shredding or other method rendering
39 the information unreadable. Record destruction must be conducted under the supervision of the
40 Director of Schools.

41 **MISUSE**

42 Employees who misuse CHRI or violate this policy shall be subject to disciplinary action up to and
43 including termination. Any employee with knowledge of misuse shall immediately report a violation to
44 the Director of Schools.

Legal References

1. TCA 49-5-413
2. TCA 49-5-406(a)(1); TCA 49-5-403; TCA 49-5-413(a)(2), (e)
3. TCA 49-5-413(c)
4. ~~42-34~~ USCA § 40316

Cross References

Application and Employment 5.106

Murfreesboro City School Board

Monitoring: Review: Annually, in December	Descriptor Term: Testing Programs	Descriptor Code: 4.700	Issued Date: 04/13/21 12/10/19
		Rescinds: IS 11	Issued: 05/01/15

1 *General*

2 The Board shall provide for a system-wide testing program which shall be periodically reviewed and
3 evaluated. The purposes of the program shall be to:

- 4 1. Assist in promoting accountability;
- 5
- 6 2. Determine the progress of students;
- 7
- 8 3. Assess the effectiveness of the instructional program and student learning;
- 9
- 10 4. Aid in counseling and guiding students in planning future education and other endeavors;
- 11
- 12 5. Analyze the improvements needed in each instructional area;
- 13
- 14 6. Assist in the screening of students with learning difficulties;¹
- 15
- 16 7. Assist in placing students in remedial programs; and
- 17
- 18 8. Assist in educational research by providing data.²

19 In planning testing programs, every effort shall be made to see that testing contributes to the learning
20 process rather than detracts from it. Efforts shall be made to incorporate necessary culture-free or
21 culture-fair tests to assure that measurements are reasonable, unbiased, and accurate.

22 The Director of Schools shall be responsible for planning and implementing the program, which
23 includes:

- 24 1. Determining specific purposes for each test;
- 25
- 26 2. Selecting the appropriate test to be given;
- 27
- 28 3. Establishing procedures for administering the tests;
- 29
- 30 4. Making provisions for interpreting and disseminating the results;
- 31

- 1 5. Maintaining testing information in a consistent and confidential manner; and
- 2
- 3 6. Ensuring that results are obtained as quickly as possible, especially when placement in a special
- 4 learning program might be necessary.

5 State-mandated student testing programs shall be undertaken in accordance with procedures published
6 by the State Department of Education.²³

7 **WEIGHTING OF TCAP SCORES**

8 TNReady⁴ scores shall be included in students' final grades as follows:

- 9 1. Grades 3-5 – 0 %
- 10 2. Grade 6 – 10%

11

12 The Murfreesboro City School System shall use the cube root methodology.

13

14 ~~For the 2020-2021 school year, Student scores on the Tennessee Comprehensive Assessment~~
15 ~~Program's grades three through six (3-6) shall comprise zero (0%) percent of the student's final grade~~
16 ~~in the spring semester in the subject areas of mathematics, reading/language arts, science, and social~~
17 ~~studies. In subsequent years, student scores on the Tennessee Comprehensive Assessment Program's~~
18 ~~grades three through six (3-6) shall comprise fifteen (15%) percent of the student's final grade in the~~
19 ~~spring semester in the subject areas of mathematics, reading/language arts, science, and social studies.~~³

20

21 The Director of Schools may exclude Tennessee Comprehensive Assessment Program scores from
22 students' final grades if scores are not received by the district at least five (5) instructional days before
23 the end of the school year.³

24 **TESTING INFORMATION AND PARENTAL CONSENT**

25 Any test directly concerned with measuring student ability or achievement through individual or group
26 psychological or socio-metric tests shall not be administered by or with the knowledge of any
27 employee of the system without first obtaining written consent of the parents or guardians.

28 Results of all group tests shall be recorded on the students' permanent records and shall be made
29 available to appropriate personnel in accordance with established procedures.⁴

30 No later than July 31st of each year, the Board shall publish on its website information related to state
31 and board mandated tests that will be administered during the school year. The information shall
32 include:

- 33 1. The name of the test;
- 34
- 35 2. The purpose and use of the test;
- 36
- 37 3. The grade or class in which the test will be administered;
- 38

- 1 4. The tentative date or dates that the test will be administered;
2
3 5. The time and manner in which parents and students will be notified of the results of the test;
4 and
5
6 6. How parents can access the questions and answers on their student's state-required tests.⁵

7 The testing information shall also be placed in student handbooks or other school publications that
8 are provided to parents on an annual basis.

9 **TESTING FOR GRADE PLACEMENT⁷**

10 Students transferring from a Category IV church-related school, Category V private school, or home
11 school shall be placed by age and school records of grades completed, but grade-level adjustments
12 can be made within the first 30 days based on the results of assessments.

Legal References

1. TCA 49-10-108
2. 20 USCA § 1232(g)
1-3. TRR/MS 0520-01-03-.03(7)
2-4. TCA 49-1-617; State Board of Education Policy
2.102
3-5. 20 USCA 1232(g); TCA 10-7-504
6. TCA 49-6-6007; State Board of Education Policy
2.102;
4-7. TRR/MS 0520-07-01-.03(3)

Cross References

Student Surveys, Analyses, and Evaluations 6.4001
Student Records 6.600

MURFREESBORO CITY SCHOOLS
2023-2024 ACADEMIC CALENDAR
DRAFT

JULY 2023

**Monday, July 31: School-Based In-service

AUGUST 2023

*Tuesday, August 1: School-Based Admin Day

**Wednesday, August 2: District In-service Day

*Thursday, August 3: School-Based Work Day (Admin)/Evening Open House

**Friday, August 4: In-Service Day

Monday, August 7: Half Day for Students (3 hours, 30 minutes)

Tuesday, August 8: First Full Day for Students

SEPTEMBER 2023

Monday, September 4: Labor Day (Day Out for All)

++Friday, September 15: Stockpile PD Day (Day Out for Students)

OCTOBER 2023

Monday, October 2-Friday, October 6: Fall Break (Days Out for School-Based Personnel)

*Monday, October 16-Parent/Teacher Conferences (Admin) (Day out for Students)

NOVEMBER 2023

++Wednesday, November 1: Stockpile PD Day (Day Out for Students)

Monday, November 20-Wednesday, November 22: Thanksgiving Break (Day Out for School-Based Personnel)

Thursday, November 23-Friday, November 24: Thanksgiving Break (Days Out for All)

DECEMBER 2023

Wednesday, December 20: Student Half Day (3 hours, 30 minutes)

Thursday, December 21-Wednesday, January 3: Winter Break (Days Out for School-Based Personnel)

JANUARY 2024

Thursday, December 21-Wednesday, January 3: Winter Break (Days Out for School-Based Personnel)

++Thursday, January 4: Stockpile PD Day (Day Out for Students)

++Friday, January 5: Stockpile PD Day (Day Out for Students)

Monday, January 8: Students Return

Monday, January 15: Martin Luther King, Jr. Day (Day Out for All)

FEBRUARY 2024

++Friday, February 16: Stockpile PD Day (Day Out for Students)

Monday, February 19: Presidents' Day (Day Out for All)

MARCH 2024

*Tuesday, March 5 Parent/Teacher Conferences (Admin) (Day out for Students)

Monday, March 25-Friday, March 29: Spring Break (Days Out for School-Based Personnel)

APRIL 2024

Board Approved 12-13-22 First Reading, 1-24-23 Second Reading

MAY 2024

Friday, May 24: Last Half Day for Students

Monday, May 27: Memorial Day (Day Out For All)

The first eight days out for inclement weather will be made up according to state law through a seven-hour school day by stockpiling time. Five of the thirteen stockpiled days are used for staff professional development.

*Board Assigned Administrative Days: the first administrative day is earned through approved summer flex hours.

++Stockpiled in-service days

**In-service days: the fourth and fifth in-service days are earned through twelve (12) approved points.

180 Student Days (5 of these days will be used as stockpiled in-service days++)

5 Board Assigned Administrative Days*

5 In-Service Days**

10 Vacation Days

200

Attendance Periods

August 7 – September 1

September 5 – October 10

October 11 – November 9

November 10 – December 14

December 15 – January 30

January 31 – February 29

March 1 – April 5

April 8 – May 3

May 6 – May 24

End of Report Card Periods

Friday, October 13, 2023

Friday, January 12, 2024

Friday, March 15, 2024

Friday, May 24, 2024

Report Card Days

Wednesday, October 25, 2023

Wednesday, January 24, 2024

Wednesday, April 3, 2024

Friday, May 24, 2024

To: Board of Education

RE: Policy 2.805

Board Meeting Date: January 24, 2023

Policy 2.805 governs the district's purchasing policies and procedures. This amendment updates the title of the district's purchasing agent.

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Purchasing	Descriptor Code: 2.805	Issued Date: 11/28/17 01/28/20
		Rescinds: FM 8	Issued: 01/01/12

1 *General*

2 The school system will purchase competitively and seek maximum educational value for every dollar
3 expended. Authorization to purchase shall be provided by the Board. The ~~Assistant Superintendent for~~
4 ~~Administration and Support Services~~Executive Committee/Designee shall serve as purchasing agent for
5 system-wide purchasing.¹ Principals shall serve as purchasing agents for individual schools.

6 Purchases made by anyone not authorized by the appropriate officials shall become the personal
7 responsibility of the persons making the purchase agreement. The Board will not, under any
8 circumstances, be responsible for payment for any materials, supplies, or services purchased by
9 unauthorized individuals or in an un-prescribed manner.

10 No school shall be obligated to pay for any expenditure made by a student or a teacher or by any other
11 employee unless he/she first receives a written purchase order from the proper office or unless prior
12 written permission or arrangements are made with the principal.

13 The Board shall purchase locally whenever the conditions are comparable or when it is most practical
14 under the circumstances.

15 *Individual Schools*

16 The Director of Schools/Designee must approve the following purchases:

- 17 1. A single piece of equipment costing more than five thousand dollars (\$5,000.00);
- 18 2. One that is to be attached to or one that requires alteration of the building; or
- 19 3. One that will become a permanent fixture.

20 *Central Office*

21 **ROUTINE PURCHASES**

22 Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required
23 for the operation of the school system. These expenditures shall be anticipated and provided for in the
24 budget and will normally be authorized by the Board at the beginning of the fiscal year. The Director
25 of Schools or their designee shall make all routine purchases without further Board authorization;
26 however, the Board shall be promptly informed if any substantial variation from budgeted estimates
27 occurs or becomes necessary.

28 SPECIAL PURCHASES

29 Special purchases are those which are not routine and which may or may not be specifically identified
30 by line item in the budget. Examples of special purchases are all capital expenditures such as for vehicles,
31 buildings, major contracts, purchases of major equipment, items for long-term use and supplies of an
32 unusual quantity or nature. All purchases in this category shall require specific prior Board approval on
33 an item-by-item basis. In its approval, the Board may place constraints on the Director of Schools
34 requiring Board evaluation and/or approval at various steps in the procurement process. This will be
35 determined by the Board on an individual basis depending on the nature of the procurement action.

36 EMERGENCY PURCHASES

37 Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to
38 protect property from damage or to avoid major disruption of educational activities. If within budgetary
39 limits and deemed essential, emergency purchases may be made by the Director of Schools. However,
40 if the purchase is of such significant magnitude as to impact on the integrity of the budget, the Board
41 Chair shall call a special or emergency meeting of the Board to deal with the matter. In any event, the
42 Board shall be advised promptly of all emergency purchases.

43 PURCHASING OF SURPLUS PROPERTY

44
45 The Director of Schools and other employees designated by the Board shall be authorized to act for the
46 Board in acquiring federal surplus property through the Tennessee General Services Department for
47 surplus property and in entering into agreements, certifications and covenants of compliance concerning
48 the use of federal surplus property.

49 Further, the Director of Schools is authorized to purchase any needed items through suppliers approved
50 on the state bid list.

51 COOPERATIVE PURCHASING

52 The Board, at its option, will join in cooperative purchasing with other school systems to take advantage
53 of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever such buying
54 appears to be to the benefit of the system.

55 ONLINE PURCHASING²

56 The Board recognizes that online purchasing may provide opportunities for savings, but extra precaution
57 should be used to ensure that accounting procedures are followed. Online purchasing shall be permitted
58 with the following requirements:

- 59 1. Prior authorization must be obtained from the Director of Schools before setting up new online
60 accounts, and schools shall maintain a list of accounts.
- 61 2. Online purchases must be for school purposes and made in accordance with established policies
62 and procedures. School employees are prohibited from making personal purchases even with

63 the intent of reimbursing the school system. School employees are prohibited from using a
64 school's ~~tax-exempt~~~~tax-exempt~~ status for personal purchases of any kind.³

- 65
- 66 3. The availability of money for the fund/account in question should be determined before
67 Purchase Orders are approved.
- 68
- 69 4. All Purchase Orders must be properly filled out and approved prior to a purchase.
70
- 71 5. Price quotes should be obtained where possible and/or practical and retained with other
72 purchase documentation.

73 PURCHASING WITH FEDERAL GRANT FUNDS⁴

74 Before grant funds are obligated or expended, the Director of Schools or their designee shall review
75 the cost of a proposed expenditure and determine if it is an allowable use of federal grant funds.⁴

76 No person officially connected with or employed by the school system may participate in the selection,
77 award, or administration of a contract supported by a federal award if he or she has a real or apparent
78 conflict of interest. A real or apparent conflict of interest arises when the employee, officer, or agent,
79 any member of his or their immediate family, partner, or an organization which employs or is about to
80 employ any of the parties indicated herein, has a financial or other interest in or a tangible personal
81 benefit from a firm considered for a contract. Upon discovery of any potential conflict, the Director
82 shall disclose the potential conflict to the federal awarding agency in writing.⁵

Legal References

1. TCA 49-2-206(b)(3); TCA 6-36-115
2. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-9, 4-12
3. TCA 49-2-608(1)
4. 2 CFR 200.403
5. 2 CFR § 200.112

Cross Reference

5.601 Conflict of Interest

To: Board of Education

RE: Policy 2.806

Board Meeting Date: November 8, 2022

Policy 2.806 outlines the requirements for the purchase of supplies, materials, equipment, and contractual services using bids and quotations. This amendment adds language from the law which requires quotes for purchases less than the bid threshold but greater than 20% of the bid threshold (\$20,000).

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Bids and Quotations	Descriptor Code: 2.806	Issued Date: 09/13/22
		Rescinds: 2.806	Issued: 01/28/20

1 All purchases of supplies, materials, equipment, and contractual services in excess of fifty thousand
 2 dollars (\$50,000), including those by individual schools, shall be based on competitive bids.¹ These bids
 3 shall be solicited by advertisement in a newspaper of general circulation within the school system.
 4 However, said newspaper advertisement may be waived by the purchasing agent in an emergency.² The
 5 purchasing agent shall advertise for bids and receive quotations.¹

6 All purchases of fifty thousand dollars (\$50,000) or less, including those by individual schools, may be
 7 made in the open market without newspaper notice, but shall, whenever possible, be based on at least
 8 three (3) competitive ~~bids-quotations-~~ At least three (3) written quotations are required when possible,
 9 for purchases costing less than the bid threshold but more than twenty thousand dollars (\$20, 000).²

10 The lowest and/or best bid shall be accepted, provided the purchaser reserves the right to reject any or
 11 all bids or any part of any bid and, if applicable, to accept the bid which is best as evidenced by reasons
 12 relative to the purpose of the purchase.³ Any bid may be withdrawn prior to the scheduled time for the
 13 opening of bids. Any bid received after the time and date specified shall not be considered.

14 The bidder to whom the award is made may be required to enter into a written contract.

15 The practice of splitting an order or dividing items to be purchased in order to avoid the use of bidding
 16 or other purchasing procedures is strictly prohibited.

17 Contracts for legal services, educational consultants, and similar services by professional persons or
 18 groups of high ethical standards shall not be based upon competitive bids but shall be awarded on the
 19 basis of recognized competence and integrity.⁴
 20

Legal References

1. TCA 49-2-203(a)(3); ~~TCA 12-3-121~~ Public Acts of 2022, Chapter No. 1016
2. TCA 49-2-203(a)(3)(A)-(B); TCA 49-2-206(b)(2); ~~Public Acts of 2022, Chapter No. 1016~~ TCA 12-3-1212
3. TCA 49-2-203(a)((D)(c)
4. TCA 12-3-1209; TCA 12-4-107; ~~Public Acts of 2022, Chapter No. 719~~; TCA 29-20-407

Cross References

- Executive Committee 1.301
- Consultants 1.303
- Conflict of Interest 5.601

To: Board of Education

RE: Policy 5.106

Board Meeting Date: November 8, 2022

Policy 5.106 outlines the district's application and employment rules and guidelines. This amendment removes the requirement that a transcript be submitted with application and aligns the health record requirement for support employees with the requirement for professional employees.

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Application and Employment	Descriptor Code: 5.106	Reviewed Date: 09/13/22
		Rescinds: 5.106	Issued: 05/24/22

1 APPLICATION

2 An individual desiring a position shall make application to the Director of Schools on forms developed
3 by his/her office. To ensure the safety and welfare of students and staff, the district shall require
4 criminal history background checks and fingerprinting of applicants for teaching positions and any
5 other positions that require proximity to children.¹⁻¹⁰ If applying for a teaching position, the Director of
6 Schools shall also check the applicant's license status in the Tennessee Department of Education's
7 database to determine if there is a hold on that applicant's license, and if so, the reasoning behind the
8 hold.²

9 Knowingly falsifying information shall be sufficient grounds for termination of employment and shall
10 also constitute a Class A misdemeanor which must be reported to the District Attorney General for
11 prosecution.³ The Board shall pay any costs incurred to perform these background checks and
12 fingerprinting.⁴

13 *Professional Employees*

14 The application shall include ~~a transcript of credits earned at~~ the colleges or universities attended along
15 with references from persons such as previous employers, college professors, and supervisors of
16 student teachers. Other information shall include whether such applicant has been dismissed for cause
17 from a school system.⁵ If previously employed by a local board of education, the applicant shall
18 provide evidence of acceptable resignation.

19 No person shall be employed:

- 20 1. Who does not hold a valid license to teach or a temporary permit to teach from the Tennessee
21 Board of Education;⁶
- 22 2. Who has been identified by the Department of Children's Services as a perpetrator of child
23 abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate
24 threat to the health, safety, or welfare of children;⁷
- 25 3. Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
26 of Health;⁷
- 27 4. Who does not present a physician's certificate showing a satisfactory health record or has any
28 contagious or communicable disease in such form that might endanger the health of school
29 children;⁸
- 30 5. Who refuses to take and subscribe to an oath to support the Constitution of the State of
31 Tennessee and of the United States of America;⁹
- 32 6. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
33 employment for cause; or

34 7. Who does not receive a satisfactory background check.¹⁰

35 *Support Employees*

36 No person shall be employed:

37 1. Without the appropriate qualifications listed in the job description and/or stated in law;

38 ~~2. Who does not present a physician's certificate showing a satisfactory health record or has any~~
39 ~~contagious or communicable disease in such form that might endanger the health of school~~
40 ~~children;⁸~~

41 ~~Who has any contagious or communicable disease in such form that might endanger the health~~
42 ~~of the children;⁸~~

43 ~~2.3.~~ Who has been identified by the Department of Children's Services as a perpetrator of child
44 abuse, severe child abuse, child sexual abuse, or child neglect, or who poses an immediate
45 threat to the health, safety, or welfare of children;⁷

46 ~~3.4.~~ Who is listed on the state's abuse of vulnerable persons registry maintained by the Department
47 of Health;⁷

48 ~~4.5.~~ Who has not complied with the Immigration Reform and Control Act of 1986;¹¹

49 ~~5.6.~~ Who fails to make a full disclosure of any prior criminal record and any prior dismissals from
50 employment for cause; or

51 ~~6.7.~~ Who does not receive a satisfactory background check.¹⁰

52 **EMPLOYMENT**

53 *Professional Employees*

54 After checking references and receiving written recommendations, the Director of Schools shall hire
55 and assign qualified applicants.

56 Upon initial employment, the Director of Schools shall notify such person, in writing, of the offer and
57 conditions of employment. Upon receipt of employment notification, such person shall respond within
58 the timeline established by state law.¹² From the date of the written acceptance, such person is
59 considered to be under employment with the system and is subject to all rights, privileges, and duties.

60 *Support Employees*

61 After checking references and receiving written recommendations from principals and/or supervisors,
62 the Director of Schools shall hire and assign qualified applicants. The Employment at Will Agreement
63 of each support employee shall contain a statement regarding the required ninety (90) day probationary
64 period.

65 *Anticipation of Advanced Degree or Academic Credentials*

66 The teacher shall be responsible for securing a license or certificate, verifying its accuracy, maintaining
67 its validity, registering it with the Murfreesboro City Schools Human Resources Department, and

68 meeting the requirements of T.C.A. 49-5-101. Initial salary shall reflect the established degree shown
69 on the Tennessee Department of Education certificate presented at the time of employment.

70 For budgetary purposes, all licensed employees who anticipate receiving an advanced degree or
71 additional graduate hours to meet the MA+30 requirement shall report this to the Director of Schools
72 no later than March 1.

73 The licensed employee shall be responsible for filing an official copy of the transcripts with the
74 Murfreesboro City Schools' Human Resources Department once the required coursework has been
75 completed or the degrees have been awarded. The employee may but is not required to complete the
76 necessary process to have their school/university send official transcripts directly to the state
77 certification office in order to add the degree to their license in TNCompass.

78 The employee has 60 calendar days to submit the required documentation to Human Resources in
79 order for the new level of pay to backdate to the degree conferral date. If documentation is received
80 after 60 calendar days, the new level of pay will begin the date that the documentation is received by
81 Human Resources.

82 For courses to count towards a MA+30 status on the pay lane, they must be graduate level education
83 courses taken after completion of a Master's degree. These courses must be traditional, credited
84 courses and not continuing education credits or courses needed for initial licensure.

Legal References

1. TCA 49-5-406
2. State Board of Education Policy 5.501
3. TCA 49-5-406(a)(2)(A)
4. TCA 49-5-413(c)
5. TCA 49-2-131
6. TCA 49-5-403; TCA 49-5-101; TCA 49-5-106
7. TCA 49-5-413(e)
8. TCA 49-5-404
9. TCA 49-5-405
10. TCA 49-5-413(a), (f)
11. Immigration Reform and Control Act of 1986; Pub. L. No. 99-603, 100 Stat. 3359, 8 USCA § 1101 *et seq.*
12. TCA 49-5-406(b)

Cross References

- Orientation and Probation 5.107
- Compensation Guides & Contracts 5.110
- Background Investigations 5.118
- Recommendations and File Transfers 5.203
- Interim Employees 5.700
- Qualifications and Duties of the Director of Schools 5.802

To: Board of Education

RE: Policy 6.205

Board Meeting Date: January 24, 2023

Policy 6.205 governs the assignment of students to schools and classes. This amendment adds language required by law stating that class sizes and pupil-teacher ratios should not exceed the averages allowed by state law.

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Assignment of Students to Schools and Classes</h2>	Descriptor Code: 6.205	Issued Date: 09/24/19 Revised 10/12/21 05/10/22
		Rescinds: STU 5	Issued: 04/79; 07/01; 05/12; 04/14; 06/16; 09/18

1 **SCHOOL ASSIGNMENT¹**

2 Pupils entering the Murfreesboro City School System will be assigned to the school which services their
 3 respective school zone unless the student has been accepted for attendance at a “controlled choice” or
 4 open- zoned school.¹ The boundaries of these zones may be adjusted from year to year. An exception
 5 made to the above is: Students living outside the city limits may be assigned to schools where space is
 6 available pursuant to Board Policy 6.203.

7 “Controlled choice” or open-zoned school includes a school with a designated zone but other students
 8 may attend if space is deemed available.

9 Each year, the Director of Schools/designee shall review the number of spaces available in each school
 10 by grade, class, and program levels. This information shall be posted on the district’s website along with
 11 the dates of the district’s open enrollment period. The open enrollment period shall last for thirty (30)
 12 days and information about the number of seats available shall be posted for at least fourteen (14) days
 13 prior. The Director of Schools/designee shall reserve a reasonable number of enrollment spaces at each
 14 school to account for the enrollment of zoned students, siblings of students, and students who have a
 15 parent/guardian employed at the school.²

16 During the district’s open enrollment period each year, a parent/guardian may request that his/her child
 17 attend a school within the district other than the one to which the child is zoned. The Director of
 18 Schools/designee shall review such requests, and if adequate space is available, grant such transfers. If
 19 the number of requests exceeds the number of available spaces, the Director of Schools/designee shall
 20 implement a lottery to fill the available spaces.

21 The open enrollment process shall be completed before other nonresident transfers are approved.

22 Once accepted, the student shall provide his/her own transportation to and from the school. The student
 23 must maintain satisfactory attendance, behavior, and effort to remain in the new school.

24 **APPEALS**

25 Parents who are dissatisfied with the assignment of their children may, within ten (10) days after the
 26 assignment make application to the Board for a hearing requesting a transfer to another school.³ Any

27 appeal for exception to this policy or determination of the proper application of the policy shall be
28 reviewed by a special committee, including at least one (1) Board member, appointed by the Board. The
29 committee shall consider appeals based on a student's specific curricular and/or documented needs.
30 Principals shall review all specific curricular exceptions annually; when the conditions upon which the
31 exception was granted are not adhered to, the out-of-zone approval shall be revoked. The decision of the
32 special committee regarding appeals is final.

33 **ZONE WAIVERS**

34 Applications for waivers on school zone requirements must be submitted in writing to the Director of
35 Schools or designee. Zone waiver applications must be completed on a yearly basis and are applicable
36 to one school year only depending on school enrollment and capacity. The Director of Schools or
37 designee may, in hardship cases, grant waivers on school zone requirements. Students on zone waivers
38 cannot be sent back to their zoned school without approval of the Director of Schools or the Director's
39 designee.

40 In the event the Board decides to close a school's zone where a student has been attending as a zoned or
41 a zone waived student, the student's right to attend the school will be forfeited if the student resides
42 outside of the designated school zone or if the student moves to a new residence not listed on the zone
43 waiver form.

44 Should the Board need to rezone the district or a school for any reason, the newly designated school
45 zones supersede any zone waiver(s) from prior years.

46 **TRANSFERS WITHIN SYSTEM¹**

47 After a student has enrolled in one (1) school within the system, they shall not be permitted to transfer
48 to another school other than their zoned school unless there is a change in residence of the student's
49 parent(s) or guardian(s) outside the area in which the student enrolled. Any exception to this policy must
50 be brought before the Director of Schools for evaluation and decision. Students whose families transfer
51 their residence to another school area after the first month of school may complete the school year at
52 their former school.

53 Students who present evidence that they will move during the school year and who desire to enroll in a
54 new school in the new area may do so with prior written request for a change of school area. The Director
55 of Schools or designee may grant other exceptions to this policy for good and sufficient reasons.

56 **OPEN ZONING¹**

57 Upon recommendation of the Director, each year the Board will approve which schools will be available
58 for open zoning.³ That decision will be based on current and future available space for students, principal
59 recommendation, and any other appropriate consideration needed at that time. If the transfer is granted,
60 the parents or guardians are responsible for transportation of the student to the new school. The student
61 shall maintain satisfactory attendance, behavior and effort to remain in the new school. All out-of-zone
62 transfer requests must be completed on an annual basis and submitted for approval by May 15th.

63 Approval to attend an open-zoned school is valid for one year and is based on school capacity and the
64 information submitted with the open zone application.

65 **CLASSROOM ASSIGNMENT**

66 Principals have the authority and responsibility for assigning students to the individual classrooms within
67 the school. Pupil-teacher ratios shall not exceed the averages outlined in state law. Further, class sizes
68 shall not exceed the maximum allowed by state law.⁴

69 Students who enter the system from another school system are to be placed by the principal in the grade
70 and/or level as indicated by records from the former school. If the student's placement is inappropriate
71 in the grade or level assigned, the student may be reassigned by the principal to another grade level.
72 Parents shall be kept advised.

73 The principal shall separate an alleged victim of child sexual abuse from an alleged perpetrator if the
74 abuse allegedly occurred while the child was under the supervision or care of the school. If available
75 and appropriate, a child shall be reassigned if a request is made by the child's parent or custodian and
76 the perpetrator has been (1) substantiated by the department of children's services; (2) adjudicated by a
77 juvenile court to have committed the child sexual abuse; or (3) criminally charged.⁴⁵

Legal References

1. TCA 49-2-128
2. TCA 49-6-3113
3. TCA 49-6-3201
- ~~3-4.~~ TCA 49-1-104; TRR/MS 0520-01-02-.31(4)
- ~~4-5.~~ TCA 49-6-3102(h), (i)

Cross References

Student Assignments 6.205
Homeless Students 6.503
Students in Foster Care 6.505

To: Board of Education

RE: Policy 2.300

Board Meeting Date: January 24, 2023

Districts are required to have a policy on comparability of services per federal law. This new policy is TSBA's model policy for comparability of services and it aligns with the requirements of 20 USCA § 6321(c).

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Comparability of Services	Descriptor Code: 2.300	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 In order to ensure comparability of services¹ from local and state funds in all of its schools, the Board
2 shall ensure that:
- 3 1. A system wide salary schedule is adopted annually;
 - 4 2. Teachers, principals, and support personnel are assigned to schools on an equivalent basis
5 according to grade levels and need; and
 - 6 3. Curriculum materials and instructional supplies are provided to schools on an equivalent basis
7 according to grade levels and need.
- 8 The Director of Schools shall develop procedures to ensure compliance with this policy and state and
9 federal requirements regarding the comparability of services.

Legal References

1. 20 USCA § 6321

To: Board of Education

RE: Policy 4.301

Board Meeting Date: January 24, 2023

A change to state law (TCA 49-6-3601) requires Boards to have a policy on severe weather and training coaches appropriately. This amendment to the interscholastic athletics policy adds the required provision on severe weather and the training of coaches.

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Interscholastic Athletics	Descriptor Code: 4.301	Issued Date: 06/26/18 Reviewed 08/24/21
		Rescinds: STU 58	Issued: 03/25/14

1 No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be
2 treated differently from another person or otherwise be discriminated against in any athletic program of
3 the school. Equal athletic opportunities shall be provided for members of both sexes.¹ Student athletes
4 shall only be allowed to participate in athletic activities or events that align with the student's sex
5 indicated on his/her original birth certificate.² The Director of Schools/designee shall require the
6 parent/guardian to provide the student's original birth certificate prior to participation in any
7 interscholastic athletics. If the original birth certificate is not available or does not indicate the
8 student's sex at the time of birth, the parent/guardian shall provide medical documentation showing
9 evidence of the student's sex at birth.

10 Interscholastic athletics shall be administered as a part of the regular school program and shall be the
11 principal's responsibility. Principals shall ensure that school regulations regarding participation in a
12 sport are reasonable. The principal or designee must accompany an athletic team on trips.

13 Only students currently enrolled in Murfreesboro City Schools may participate in athletics.

14 **INSURANCE & PHYSICAL EXAMINATIONS**

15 Prior to participation in interscholastic athletics, every student must complete an annual physical
16 examination.³ The parents/guardians of each student shall be responsible for covering the cost of the
17 examination, and these records shall be on file in the principal's office. It shall be the responsibility of
18 the parent(s) or guardian to provide health and hospitalization insurance for all students participating in
19 interscholastic athletics.

20 Coaches must satisfy all training requirements mandated by federal, state, and local laws.

21 Coaches, employees, and volunteers of the school district shall not encourage, permit, condone or
22 tolerate hazing activities.⁴

23 **SEVERE WEATHER**⁵

24 Severe weather is any type of weather that could impede the safety of any athlete by compromising the
25 playing conditions of the interscholastic sport. Severe weather includes, but is not limited to, thunder,
26 lightning, and extreme temperatures. When severe weather is forecasted, suspension of play shall be
27 discussed with all players, coaches, and officials, if applicable.

28 All coaches who oversee or participate in outdoor training, practice, or competition shall annually
29 complete a heat illness prevention course approved by the Tennessee Department of Health as well as
30 receive training on activity modifications based on environmental conditions.

31

Legal References

1. Title IX, Education Amendment of 1972, 20 USCA § 1681, *et seq.*; 34 CFR § 106.41
2. Public Acts of 2021, Chapter No. 40
3. 20 USCA § 1232h(c); TRR/MS 0520-01-13-.01(1)(a)
4. TCA 49-2-120
- 4-5. TCA 49-6-3601

Cross References

To: Board of Education

RE: Policy 6.414

Board Meeting Date: January 24, 2023

State law requires Boards to adopt a policy addressing the prevention and treatment of sudden cardiac arrest. This new policy is the TSBA model policy for the prevention and treatment of sudden cardiac arrest.

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: <h2 style="text-align: center;">Prevention and Treatment of Sudden Cardiac Arrest</h2>	Descriptor Code: <h3 style="text-align: center;">6.414</h3>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

1 Sudden cardiac arrest is a condition in which the heartbeat stops abruptly and unexpectedly, preventing
 2 blood flow to the brain, the heart, and the rest of the body. In order to ensure the safety of students that
 3 participate in interscholastic athletics, it is imperative that student athletes, coaches, and
 4 parent(s)/guardian(s) are educated about the nature and treatment of sudden cardiac arrest. The Board
 5 recognizes that sudden cardiac arrest is a serious health issue and should be treated as such.

6 The Board adopts the guidelines and other pertinent information and forms developed by the
 7 Tennessee Department of Health to inform and educate coaches, school administrators, student
 8 athletes, and parent(s)/guardian(s) of the nature, risk, and symptoms of sudden cardiac arrest. These
 9 guidelines and materials may be viewed on the Department of Health's website and shall be made
 10 available to interested parties through the Central Office.

11 This policy shall govern all activities and those individuals involved in those activities which constitute
 12 an organized athletic game or competition against another team or in practice or preparation for an
 13 organized game or competition. It does not govern those activities or individuals involved in those
 14 activities which are entered into for instructional purposes only or those that are incidental to a
 15 nonathletic program or lesson.

16 **REQUIRED TRAINING¹**

17 The Director of Schools shall ensure that each school’s athletic director and coaches, employed or
 18 volunteer, annually complete the National Federation of State High School Association’s *Elective*
 19 *Course – Sudden Cardiac Arrest* online course. This course may be accessed online at
 20 www.nfhslearn.com.

21 Prior to the annual initiation of practice or competition, the following persons shall review and sign a
 22 sudden cardiac arrest information sheet approved by the Tennessee Department of Health: each school
 23 athletic director, licensed healthcare professionals (if appointed), and each coach, employed or
 24 volunteer.

25 In addition, prior to the annual initiation of practice or competition, all student athletes and their
 26 parent(s)/guardian(s) shall review the sudden cardiac arrest information sheet approved by the
 27 Tennessee Department of Health. A form confirming this review shall be signed and returned by the
 28 student athlete if the athlete is eighteen (18) years of age or older or by the student athlete's
 29 parent(s)/guardian(s) if the athlete is younger than eighteen (18) years of age.

1 All documentation of the completion of a sudden cardiac arrest education course program and signed
2 sudden cardiac arrest information sheets shall be maintained by the Director of Schools/designee for a
3 period of three (3) years.

4 **Removal from Athletics¹**

5 Any student athlete who shows signs, symptoms, and/or behaviors consistent with sudden cardiac
6 arrest during or after an athletic activity or competition shall be immediately removed for evaluation
7 by a licensed healthcare professional, if available, and if not, by a coach or other designated
8 individuals. Signs, symptoms, and/or behaviors include, but are not limited to, passing out, fainting,
9 unexplained shortness of breath, chest pains, dizziness, racing heart rate, and extreme fatigue.

10 Student athletes who have been removed from an athletic activity or competition shall not return to any
11 supervised team activities involving physical exertion, including games, competitions, or practices,
12 until the student athlete has been evaluated by and received written clearance on forms approved by the
13 Department of Health from a licensed health care provider for a full or graduated return.

Legal References

1. TCA 68-6-101 *et seq.*

To: Board of Education

RE: Enrollment Request

Board Meeting Date: January 24, 2023

Murfreesboro City Schools received an enrollment request from the parent of a 6th grade student who was recently expelled from Rutherford County Schools. The student is a former MCS student. Rutherford County did not allow this student to enroll in their alternative school.

TCA § 49-6-3401 states “Nothing in this title shall require an LEA to enroll a student who is under suspension or expelled in an LEA either in Tennessee or another state. The director of schools for the school system in which the suspended student requests enrollment shall make a recommendation to the local board of education to approve or deny the request. The recommendation shall occur only after investigation of the facts surrounding the suspension from the former school system.”

MCS staff conducted a full investigation which included a statement from the student’s parent, statements from Rutherford County Schools, and a review of the student’s disciplinary records. The Board was sent copies of the full investigation on January 12, 2023.

It is the recommendation of the Director of Schools to deny this request to enroll.

To: Board of Education

RE: Open Zone Recommendations for 2023-2024 – Policy 6.206

Board Meeting Date: January 24, 2022

Board Policy 6.206 states “Upon recommendation of the Director, each year the board will approve which schools will be available for open zoning. That decision will be based on current and future available space for students, principal recommendation, and any other appropriate consideration needed at that time.”

The proposal for Open Enrollment for 2023-2024 lists the schools recommended for open zoning, the number of available seats at each school based on current enrollment, and the number of seats to be advertised for open enrollment.

The proposed recommendations and timeline also comply with T.C.A. 49-2-128 which outlines the requirement for an open enrollment period in each school district.

Open Enrollment 2023-2024

TIMELINE -

January 24, 2023 – Board approval of open/closed zone schools for 2023-24

January 27, 2023 – Determine number of seats available in each school

Feb.2 – Feb.15 – Advertise Open Enrollment (*two-week requirement*)

Feb. 16 – March 17 – **Open Enrollment** (*30-day requirement*)

March 20-24 – Conduct lottery, if necessary - Notify all applicants

All completed before Spring Break

PROPOSED OPEN ZONE SCHOOLS and SEAT AVAILABILITY-

School	Current # Seats Available	Proposed # Open Seats Available
Black Fox	106	25
Bradley	67	25
Erma Siegel	108	50
Hobgood	75	25
Mitchell-Neilson K-1	28	0
Mitchell-Neilson 2-6	152	50
Northfield	154	50
John Pittard	124	50
Reeves-Rogers	107	50

To: Board of Education

RE: Contract with ABM for Custodial Services

Board Meeting Date: January 24, 2023

Contract with ABM for Custodial Services

In an effort to address issues with staffing in our custodial department, MCS has explored outside partnerships to help improve staffing issues and the daily cleaning of buildings.

After conducting research and getting references from several other school districts, the decision was made to explore a partnership with ABM Industries. The attached contract will allow ABM to perform the custodial services for all our schools and central office. This partnership will potentially result in a significant cost savings to the district while also giving our existing custodians an opportunity to remain in their current position. ABM has the ability to recruit more potential custodians throughout middle Tennessee.

Murfreesboro City Schools requested and was granted permission to purchase from the bids awarded by Wilson County Schools (Bid # 2022-13 Outsourced Custodial Services).

If approved, the agreement will be in effect **April 1, 2023 – March 31, 2024** and will continue thereafter for two successive periods of twelve months, subject to any termination pursuant to the terms and conditions of the agreement

We recommend approval- of the contract with ABM services at a cost of \$233,271.67 month.



SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made January 19, 2023, between **ABM Industry Groups, LLC** and its Affiliates ("ABM"), and **Murfreesboro City Schools** ("Client"). ("Affiliate(s)" means any legal entity that, directly or indirectly, (i) is owned and/or controlled by, (ii) owns and/or controls, or (iii) is under common ownership and/or control with ABM.)

- 1. Services.** ABM will provide services to Client or its agent at the location(s) listed on the attached **Exhibit A** and according to the specifications in **Exhibit B** (the "Services"). ABM may perform the Services by any reasonable means and shall not be responsible for delays in performance beyond its control.
- 2. Term.** This Agreement shall be in effect commencing **April 1, 2023 – March 31, 2024** and shall continue thereafter for two successive periods of twelve months, subject to any termination pursuant to the terms and conditions of this Agreement.
- 3. Termination.** If Client is dissatisfied with the quality of the Services, Client may inform ABM in writing of the specific areas of dissatisfaction, and if ABM shall fail to substantially correct the deficiencies within 30 days, Client may then terminate this Agreement by thirty (30) days' written notice to ABM. Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. All property and equipment furnished by ABM under this Agreement shall remain its property. Upon the termination of this Agreement, ABM shall have fifteen (15) days to remove its property and equipment from Client's premises.
- 4. Price.** Client agrees to pay ABM monthly for the Services provided in accordance with the schedule attached as **Exhibit C**. If Client requires issuance of a Purchase Order Number ("PO") in order for ABM to submit an invoice, Client shall provide ABM with a PO promptly upon Contract execution and shall provide ABM thirty (30) days written notice in advance of any change or update to an existing PO. Any PO issued by Client shall note the service locations and all new, updated and PO renewals must be sent to PO_Update@abm.com and the local ABM point of contact. Invoices shall be distributed by ABM in PDF format via an automated email process unless other arrangements are agreed to in writing by the parties. Any third-party fees for billing and invoice processing must be made by the mutual written consent of a duly authorized representative of ABM and Client. When third party fees are agreed upon, payment shall be due within thirty (30) days of Client's receipt of a correct invoice. The price is based upon the service area and frequency of the Services in the attached specifications. If there is any change in either, Client and ABM agree to negotiate a reasonable price adjustment.
- 5. Adjustments for Wages and Fringe Benefits.** The attached price schedule is based on present wages and fringe benefits. The parties agree that the Price shall be adjusted due to factors beyond its reasonable control, including but not limited to increases to local, state and/or federal government mandated wage/health and welfare increases; union mandated wage/health and welfare increases and associated payroll costs where applicable; payroll taxes; union pension increases where applicable; subcontracting costs, material costs, or other supply and insurance and cost changes including, without limitation, increases resulting from insufficient labor supply in certain affected markets as of the date incurred. Any adjustment for Wages and Fringe Benefits must be made by the mutual written consent of a duly authorized representative of ABM and Client prior to implementation. Client's obligation for such price adjustments shall survive the termination of this Agreement.
- 6. Adjustments for CPI.** Upon mutual written agreement, at the end of each twelve (12) month period during the Term of this Agreement, the price shall be increased by the greater of: (a) three percent (3%), or (b) a percentage equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) during

the twelve (12) month period immediately prior to the first day of the then current annual period, or (c) by an amount mutually agreed upon by the parties.

7. Extraordinary Cost Changes. If any extraordinary event affects ABM's costs, upon notice to Client the parties agree to negotiate a reasonable adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which ABM reasonably cannot protect itself.

8. Equipment. It is agreed by both parties that ABM will use the existing equipment that the Client has purchased until such equipment is deemed to be unrepairable. At that time, ABM will purchase the needed equipment to be used for the Client's locations. Parties agree to allow Client's maintenance personnel to repair the equipment used at Client's locations until it is deemed unrepairable.

9. Holidays. ABM is not obligated to perform the Services on the following holidays: Independence Day (Fourth of July), Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Memorial Day, June-teen Day. Services on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the work week shall be subject to additional charge of a full day at straight time if wages are required to be paid for that day.

10. Indemnification. ABM shall indemnify, defend and hold harmless Client from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death, and property damage (hereinafter, referred to as "Claims") but only to the extent same are caused by the negligence, misconduct, or other fault of ABM, its subcontractors, agents, and employees, and which arise out of Services performed under this Agreement. The foregoing provision shall only benefit Client if Client notifies ABM in writing of such Claim. ABM shall not be liable for delay, loss, or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or causes beyond ABM's reasonable control. ABM shall not be liable for disposal of documents or valuable items left on floors, and to the extent permitted by Tennessee law, Client shall indemnify and hold harmless ABM from Claims for such disposal. Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances, and regulations. To the extent permitted by Tennessee law, Client shall indemnify, defend and hold harmless ABM from Claims to ABM's employees and others resulting from the condition of Client's premises or equipment, but only to the extent same are not caused by ABM's fault.

11. Limitation of Liability. As the Services set forth on Exhibit B include Disinfecting and/or Sanitizing Services, ABM and Client agree that the Disinfecting and/or Sanitizing Services are designed to create a visually clean environment and reduce but not eliminate the risks of spreading infectious disease and viruses. The Disinfecting and/or Sanitizing Services will align with the most current recommendations and guidelines on environmental cleaning published by relevant public health and occupational safety organizations, but there is no guarantee that the Disinfecting and/or Sanitizing Services or any cleaning services will completely eliminate the risks of spreading infectious disease and viruses. Therefore, ABM and Client agree that ABM shall have no obligation to defend Client against any Claims arising out of, alleging, or resulting from exposure to communicable disease or pathogens causing any such disease (each, an "Exposure Claim"). Further, ABM's indemnity obligation in connection with an Exposure Claim will be limited to loss or damage found by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of ABM.

The Disinfecting and/or Sanitizing Services are provided as is, where is, and for commercial use only without any representation or warranty of effectiveness or success. There are no other warranties or conditions, express or implied, including without limitation those of merchantability, satisfactory quality, or fitness for a particular purpose. ABM expressly disclaims any representations or warranties that Client's use of the Disinfecting and/or

Sanitizing Services will satisfy any statutory or regulatory obligations, or will assist with, guarantee, or otherwise ensure compliance with any applicable laws or regulations. ABM also expressly disclaims any representations or warranties made by the manufacturers or distributors of any cleaning products or equipment used by ABM to perform the Disinfecting and/or Sanitizing Services.

Except as may be owed to a third party under a party's indemnification obligations, neither ABM nor Client, or their respective owners, officers, directors, employees, agents, or affiliates, shall be liable one to the other whether under contract, statute, tort (including negligence) or otherwise, for any indirect, exemplary, unforeseeable, loss of profits, loss of use, punitive or consequential, incidental, or special damages, even if that party is notified in advance of such possibility, regardless of the form of the claim or action.

12. Insurance and Taxes. ABM agrees to maintain in full force and effect during the term of this Agreement the following insurance coverage for the work performed for Client under this Agreement:

- a. Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.
- b. Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence.
- c. Workers Compensation insurance with statutory limits and with an Employers Liability Coverage of at least \$500,000.
- d. Sexual Misconduct & Molestation Liability insurance with limits of \$3,000,000 per victim.
- e. Employee Dishonesty/Fidelity insurance with limits of \$2,000,000 each occurrence.
- f. Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, Commercial Automobile Liability, and Sexual Misconduct & Molestation Liability of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate.

ABM has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. ABM will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions and include Client as an additional insured. ABM, Client, and their insurers shall waive all rights of subrogation against one another for property damage claims. ABM shall be responsible for paying all payroll-based taxes affecting its employees. Client agrees to pay for any sales and use taxes as well as increases in any taxes, workers' compensation, liability insurance, and other similar expenses of ABM.

13. Independent Contractor. ABM is an independent contractor and all persons employed to furnish the Services hereunder are employees of ABM and not of Client. The employees performing the Services for ABM will be employees of ABM, and ABM will pay for all wages, expenses, federal, and state payroll taxes and any similar tax relating to such employees; and will provide uniforms in accordance with ABM's established standards. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

14. Employees. Upon written request by Client, ABM will remove from service any employee assigned to Client's premises who has engaged in improper conduct, including without limitation, a breach of Client policies or failure to perform the duties herein, provided such request is in accordance with applicable laws and collective bargaining agreements. ABM shall supervise its employees through ABM's designated personnel. In the event Client assumes any supervisory duties toward the ABM's employees or directs their acts or services, Client shall assume responsibility and shall indemnify, defend, and hold ABM harmless from loss, liability, or expense arising therefrom.

15. Keys. ABM shall not be provided master keys to any property. Should access to a master key be required, Client will provide a key box or lock box for such master key(s) at the property. Notwithstanding anything to the contrary in this Agreement, ABM shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).

16. Notices. Notices, requests, demands, etc., shall be written and delivered or mailed with postage prepaid

to Client at:
Murfreesboro City Schools
ATTN: SST/Regional Operations
2552 South Church Street
Murfreesboro, TN 37127
ATTN: Trey Duke, Director of Schools

to ABM at:
ABM Industry Groups, LLC
830 Fesslers Pkwy, Ste 124
Nashville, TN 37210
ATTN: Kristopher Thomas

With a copy to:
ABM Legal Department
1350 Euclid Avenue, Suite 1600
Cleveland, OH 44115
Attn: Assistant General Counsel
LegalNotice@abm.com

17. Contractor's Background Check. Pursuant to T.C.A. §49-5-413, Contractor must agree to a background check, which requires a criminal history records check conducted by the TBI and the FBI, for each employee prior to permitting an employee to enter school grounds when students are present.

18. Tobacco Free School. Pursuant to Murfreesboro City Schools Board Policy 1.803 and state law, the use of tobacco and tobacco products, including smokeless tobacco, is prohibited on all of Murfreesboro City Schools' property. Contractor and all employees of Contractor must abide by this policy.

19. Non-Discrimination. It is the policy of MCS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

20. Waiver. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

21. Modification. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

22. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

23. Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both

parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract, purchase order, agreement, request for proposal, or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MURFREESBORO CITY SCHOOLS

ABM INDUSTRY GROUPS, LLC

By: _____

By: _____

Name: _____

Name _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Service Locations

Black Fox Elementary
1753 S. Rutherford Blvd.
Murfreesboro, TN 37130

Salem Elementary
3400 St. Bernard Way
Murfreesboro, TN 37128

Bradley Academy
511 Dr. Martin Luther King Jr. Blvd.
Murfreesboro, TN 37130

Scales Elementary
2340 St. Andrews Drive
Murfreesboro, TN 37128

Carson Lane Academy
1330 Carson Lane
Murfreesboro, TN 37129

Central Office
2552 South Church Street
Murfreesboro, TN 37127

Discovery School @ Bellwood
1165 Middle Tennessee Blvd.
Murfreesboro, TN 37130

Erma Siegel Elementary
135 West Tennessee Lane
Murfreesboro, TN 37129

Hobgood Elementary
307 Baird Lane
Murfreesboro, TN 37130

John Pittard Elementary
745 DeJarnette Lane
Murfreesboro, TN 37130

Mitchell-Neilson Schools
711 West Clark Blvd.
Murfreesboro, TN 37129

Northfield Elementary
550 West Northfield Blvd.
Murfreesboro, TN 37129

Overall Creek Elementary
429 Otter Trail
Murfreesboro, TN 37128

Reeves Rogers Elementary
1807 Greenland Drive
Murfreesboro, TN 37130

Exhibit B
Scope of Services

Day Porter Tasks:

Task	Frequency
Classrooms & Offices	
Disinfect door handles	Daily
Disinfect light switches	Daily
Disinfect horizontal surfaces (including classroom desks, front office counter, tables, etc.)	Daily
Empty trash receptacles and replace liners	Daily
Remove trash to dumpster	Daily
Space cleaning	Daily
Black/white boards and pen trays	Daily
Walls, windowsills, doors (marks, stains, smudges)	Daily
Spot mop	Daily
Sweep with dust control	Daily
Interior glass doors & windows	Daily
Vacuum carpets, rugs & mats	Daily
Damp mop (entire classrooms)	Weekly
Dust (furniture, ledges, shelving)	Weekly
Buff hard floors	Monthly
Cafeteria, Entrances, Common Areas, Hallways, and Stairways	
Disinfect interior door handles	Daily
Disinfect exterior door handles	Daily
Interior glass doors & windows	Daily
Disinfect elevator door buttons	Daily
Disinfect light switches	Daily
Stairwells – disinfect handrails	Daily
Empty trash receptacles and replace liners	Daily, or as needed
Remove trash to dumpster	Daily
Water fountains: disinfect	Daily
Walls & doors: remove marks	Daily
Stairwells – Sweep & remove marks	Daily
Spot mop	Daily
Dust mop or sweep	Daily
Clean kick plates	Daily
Furniture: clean appropriately	Daily
Vacuum carpets, rugs, and mats	Daily
Metal fixtures throughout: polish	Daily
Interior trash – collect and dispose	Daily
Exterior trash collect & dispose up to 12' from exterior doors	Daily
Dust other surfaces: high and low	Daily in cafeteria and teacher workroom; Weekly in other areas
Damp mop	Weekly or as needed

Buff hard floors	Weekly
------------------	--------

Dust and wipe desks, tables, chairs	Weekly
Spot & stain removal: all surfaces	Weekly
Polish elevator doors	Weekly
Restrooms	
Empty trash receptacles and replace liners	Daily
Remove trash to dumpster	Daily
Refill soap and paper products	Daily
Disinfect all surfaces of toilets & urinals (interior and exterior surfaces)	Daily
Disinfect sinks and showers	Daily
Clean and polish all metal fixtures	Daily
Disinfect door handles	Daily
Disinfect door handles for stalls	Daily
Walls and partitions: remove graffiti	Daily, as needed
Damp mop: floors & lower walls	Daily
Sweep floors	Daily or as needed
Scrub grout: floors & lower walls	Weekly
Dusting: high and low	Weekly
Plunge or unclog toilets	As needed
Building Exterior	
Remove all trash from the exterior of the building	Daily
Less Frequent Tasks	
Move furniture	As needed
Move boxes or supplies	As needed
Other	
Clean and disinfect applicable surfaces when accidents occur, including but not limited to spills and bodily fluids	As needed

Night Porters:

Night porters will perform deeper nightly cleaning five (5) nights per week, aligned to the school calendar and nightly staffing schedule.

Night Porter Tasks:

Task	Frequency
Entrances	
Sweep and vacuum all walk off mats	Nightly
Clean all glass	Nightly
Clean metal on storefront doors	Weekly
High dust, dust blinds	Nightly
Pick up all trash or loose papers	Nightly
Tidy entrance table, arrange and straighten furniture	Nightly
Cafeterias	
Dust mop, remove all papers/trash from floor	Nightly
Empty trash receptacles and replace liners	Nightly
Remove trash to dumpster	Nightly
Wash out/clean inside and outside of soiled trash receptacles	Weekly, as needed

Damp mop all hard surface floors	Nightly
Dust mop/damp mop with tables folded	Weekly
Dust all furnishings including chairs, tables, cabinets, ledges, sills and other horizontal surfaces	Weekly
Classrooms	
Empty trash receptacles and replace liners	Nightly
Remove trash to dumpster	Nightly
Dust mop, remove all papers/trash from floor	Nightly
Wash out/clean inside and outside of soiled trash receptacles	Weekly, as needed
Wipe down desks and tables with cleaning product	Nightly
Damp mop hard surface floors	3x per week
Dust all desks, tables, and other reachable horizontal surfaces	Weekly
High dust (including ceiling air vents), dust blinds	Weekly
Spot clean door frames, walls, light switches, door handles, baseboards, and other areas	Weekly
Door glass panels wiped down, exterior windows spot cleaned	Nightly
Exterior windows wiped down	Weekly
Arrange and straighten furniture	Nightly
VCT buffed using a high-speed floor machine	Monthly
Corridors, Hallways, Commons, and Stairways	
Empty trash receptacles and replace liners	Nightly
Remove trash to dumpster	Nightly
Thoroughly vacuum all carpet	Nightly
Clean water fountains	Nightly
Remove clothing and other miscellaneous items to lost & found	Nightly
Dust top of cubbies	Weekly
Arrange and straighten furniture	Nightly
Clean & polish elevator doors with attention given to keeping door tracks clear	Nightly
Spot clean small carpet stains	Nightly
Extract larger carpet stains	Weekly
Remove marks from walls	Weekly
Sweep stairs, spot mop stairs to remove spills/tracking	Nightly
Full sweep, vacuum, and damp mop of stairs	3x per week
Restrooms	
Clean any soiled fixtures, clean and disinfect all handles/hardware and fixtures	Nightly
Clean and sanitize toilets (exterior and interior), bowls, seats, urinals, and wash basins	Nightly
Empty trash receptacles and replace liners	Nightly
Remove trash to dumpster	Nightly
Wash out/clean inside and outside of soiled trash receptacles	Weekly, as needed
Clean mirrors	Nightly
Wipe down walls to remove scuffs and dirt/debris	Weekly
Wipe down partitions, doors, and door frames	3x per week

Sweep & damp mop with disinfecting solution	Nightly
Dust all horizontal surfaces	Weekly
High dust (including exhaust/ceiling air vents)	Weekly
Offices and Workrooms	
Empty trash receptacles and replace liners	Nightly
Remove trash to dumpster	Nightly
Wash out/clean inside and outside of soiled trash receptacles	Weekly, as needed
Dust all desks, tables, and other reachable horizontal surfaces	Weekly
High dust (including ceiling air vents), dust blinds	Weekly
Spot clean door frames, walls, light switches, door handles, baseboards, and other areas	Weekly
Clean sink, microwave, and counter surfaces	Nightly
Arrange and straighten furniture	Nightly
Gymnasiums	
Dust mop or sweep floors	Nightly
Damp mop floors	At least weekly
Dust mop or sweep bleachers	Weekly, plus after each event
Empty trash receptacles and replace liners	Nightly
Remove trash to dumpster	Nightly
Wash out/clean inside and outside of soiled trash receptacles	As needed
Spot clean door frames, walls, light switches, door handles, baseboards, and other areas	Weekly
Door glass panels wiped down, exterior windows spot cleaned	Nightly
Other	
Inventory and order supplies	Weekly

School Break Tasks:

Task	Frequency
School Break Deep Cleanings	
Deep clean all carpets, rugs, & mats	Quarterly
Deep clean high traffic carpet areas	Quarterly
Strip, scrub, finish all hard floors	Semi-annually (Dec & July)
Strip, scrub, finish lobby floors	Semi-annually (Dec & July)
Strip, scrub, finish hallways	Semi-annually (Dec & July)
Strip & scrub restroom floors	Semi-annually (Dec & July)
Strip & scrub cafeteria floors	Semi-annually (Dec & July)
Cycle deep clean of ALL building spaces (<i>Cycle cleaning includes moving non-fixed furniture to ensure a complete cleaning. Every inch of the building needs to be cleaned per annum. No matter how infrequent use.</i>)	Semi-annually (Dec & July)
Clean infrequently used spaces	Semi-annually
Dust, sweep, mop storage closets	Semi-annually
Dust, sweep, mop electrical closets	Semi-annually

Exhibit C

Pricing and Payment of Schedule

Pricing Effective: April 1, 2023 – March 31, 2024

Annual Cost - \$2,799,260.00

Monthly Cost - \$233,271.67

Wilson County Schools
Travis Mayfield
Deputy Director of Operations



415 Harding Drive, Lebanon TN 37087
(615) 444-3282
www.wcschools.com

WILSON COUNTY SCHOOLS' PURCHASING AGREEMENT

Murfreesboro City Schools requests permission from Wilson County Schools to purchase from bids awarded by Wilson County Schools.

Murfreesboro City Schools agrees to purchase directly from the vendor that is awarded the Wilson County Schools' bid, and agrees to be financially responsible for all orders placed, and holds Wilson County Schools harmless against any claims from orders by the Murfreesboro City Schools.

Wilson County Schools hereby grants permission for Murfreesboro City Schools to purchase from bids awarded by Wilson County Schools.

Travis Mayfield
Deputy Director of Operations

This is to comply with T.C.A. 12-3-1009.

To: Board of Education

RE: FY23 General Purpose Schools Budget Transfer – ABM Custodial Contract

Board Meeting Date: January 24, 2023

This amendment transfers a total of \$702,000 within the Operation of Plant budget category to create a new Custodial Services line-item from savings in Custodial Personnel and Supplies. This increase will cover the cost of the ABM Industries Group contract from April 1, 2023 through June 30, 2023.

All increases are covered from savings in other categories. There are no new revenues and no change to Fund Balance.

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2022-2023 General Purpose Schools Fund 141
 ABM Custodial Contract

January 24, 2023

Account	Description	Increase	Decrease
141 E 72610 166	Custodial Personnel		585,000
141 E 72610 328	Custodial Services	702,000	
141 E 72610 410	Custodial Supplies		117,000
Total Operation of Plant		\$ 702,000	\$ 702,000

To transfer \$702,000 within the Operation of Plant budget category to the new Custodial Services line-item from savings in Custodial Personnel and Supplies. This transfer budgets funds for payment of the ABM Industries Group, LLC custodial contract from April 1, 2023 through June 30, 2023.

[Signature] _____ *1-20-23*
 Reviewed by Finance Director/Finance Manager Date

[Signature] _____ *1-20-23*
 Approved By Director of Schools Date

To: Board of Education

RE: School Bell Times for the 2023-2024 School Year

Board Meeting Date: January 24, 2023

Murfreesboro City Schools will utilize the following start and end bell times for each school for the 2023-2024 school year. These bell times are consistent with the current 2022-2023 bell times with the exception of Cason Lane Academy.

For the 2023-2024 school year, Cason Lane Academy will move to an 8:30 a.m. start time and 3:30 p.m. end time. This change will allow us to better utilize transportation services on the west side of town.

ESP services will still be offered at Cason Lane from 6:00 a.m. to 6:00 p.m. each day as it is in all Murfreesboro City Schools.

2023-2024 Proposed Bell Times

Black Fox Elementary	8:30 a.m. – 3:30 p.m.
Bradley Academy	8:30 a.m. – 3:30 p.m.
Cason Lane Academy	8:30 a.m. – 3:30 p.m. <i>**Change from 2022-2023</i>
Discovery School at Bellwood	7:45 a.m. – 2:45 p.m.
Erma Siegel Elementary	7:30 a.m. – 2:30 p.m.
Hobgood Elementary	7:30 a.m. – 2:30 p.m.
John Pittard Elementary	8:30 a.m. – 3:30 p.m.
Mitchell-Neilson Elementary	8:35 a.m. – 3:35 p.m.
Mitchell-Neilson Primary	8:30 a.m. – 3:30 p.m.
Northfield Elementary	7:30 a.m. – 2:30 p.m.
Overall Creek Elementary	7:30 a.m. – 2:30 p.m.
Reeves-Rogers Elementary	8:30 a.m. – 3:30 p.m.
Salem Elementary	7:30 a.m. – 2:30 p.m.
Scales Elementary	7:30 a.m. – 2:30 p.m.

To: Board of Education

RE: Parent Responsibility Zones for 2023-2024

Board Meeting Date: January 24, 2023

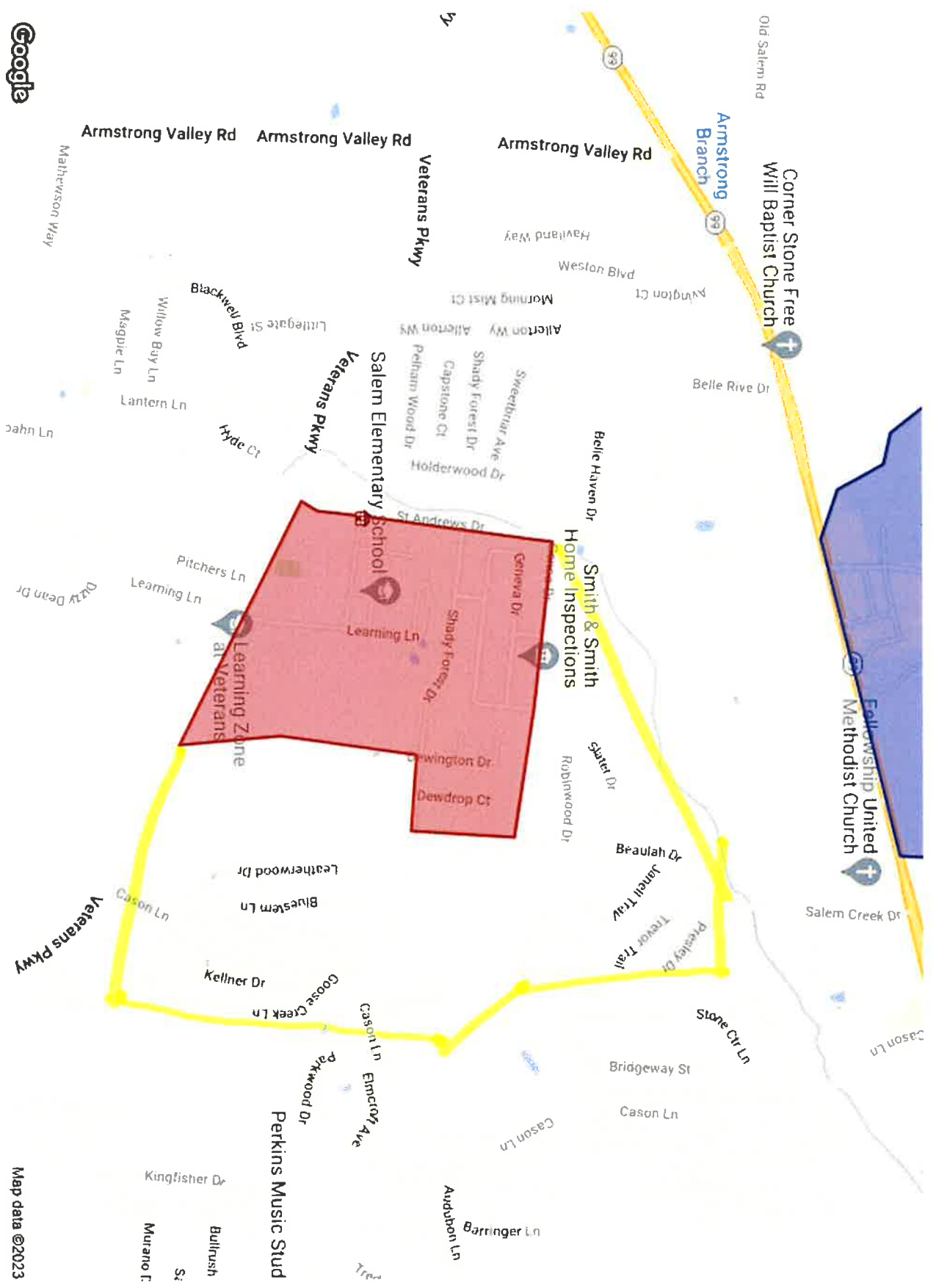
Murfreesboro City Schools has historically designated parent responsibility zones for transportation at 0.5 miles from the school where no major roads or intersections are present. This 0.5 mile area is one-mile less than the one and one-half mile area designated by the state for transportation funding.

For the 2023-2024 school year, Murfreesboro City Schools will increase the parent responsibility zone from 0.5 miles to 0.75 miles at Overall Creek Elementary, Salem Elementary, and Scales Elementary to help ensure adequate and consistent transportation services to all students in the district. The increased parent responsibility zone at these three schools will still take major roads and intersections into consideration.

The attached maps outline the proposed new areas.

No changes will be made for children with disabilities who require special education transportation.





Map data ©2023

Enrollment Period 4 - 11/10/2022 to 12/14/2022

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS
Black Fox	734	38			43			815
Bradley	353							353
Cason Lane	724		19	12	30			785
Discovery	389							389
Erma Siegel	752		15	11	30		6	814
Hobgood	605	78						683
John Pittard	716	40	23	10	29			818
Mitchell-Neilson	548	39	38	12		14		651
Northfield	606	40	13	11	35			705
Overall Creek	937				10			947
Reeves-Rogers	353							353
Salem	955				14			969
Scales	1015				38			1053
								9335

Growth Over Last Year	
End of 2021-2022 -----	9420
Growth from 21-22 to 22-23 ---	-85

Average Attendance Percentage
93.5%

Totals	8687	235	108	56	229	14	6	9335
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
BEP Funded	8687				229	14	6	8936
Non-BEP Funded		235	108	56				399

Chronic Absenteeism = missing 10% or more

	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9
	2+ days	4+ days	6+ days	8+ days	10+ days	12+ days	14+ days	16+ days	18+ days
Black Fox	165	119	123	133					
Bradley	94	84	87	76					
Cason Lane	210	207	199	180					
Discovery	47	35	65	46					
Erma Siegel	151	120	112	119					
Hobgood	182	156	176	155					
John Pittard	153	153	139	139					
Mitchell-Neilson	156	121	169	144					
Northfield	178	137	156	112					
Overall Creek	179	126	132	122					
Reeves-Rogers	110	84	80	74					
Salem	180	159	155	140					
Scales	227	230	231	225					
	2032	1731	1824	1665	-	-	-	-	-

PTR Period 4 - 11/10/2022 to 12/14/2022

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	
Black Fox	111	6	18.50	147	8	18.38	101	6	16.83	107	6	17.83	466	26	17.92	104	5	20.80	98	5	19.60	66	4	16.50	268	14	19.14	734
Bradley	64	3	21.33	50	3	16.67	46	3	15.33	59	3	19.67	219	12	18.25	58	3	19.33	44	3	14.67	32	2	16.00	134	8	16.75	353
Cason Lane	137	7	19.57	109	6	18.17	113	6	18.83	104	5	20.80	463	24	19.29	104	5	20.80	110	5	22.00	47	2	23.50	261	12	21.75	724
Discovery	60	3	20.00	60	3	20.00	60	3	20.00	60	3	20.00	240	12	20.00	66	3	22.00	66	3	22.00	17	1	17.00	149	7	21.29	389
Erma Siegel	113	6	18.83	132	7	18.86	120	6	20.00	123	7	17.57	488	26	18.77	119	6	19.83	130	6	21.67	15	1	15.00	264	13	20.31	752
Hobgood	99	5	19.80	96	5	19.20	102	6	17.00	89	5	17.80	386	21	18.38	78	4	19.50	82	4	20.50	59	3	19.67	219	11	19.91	605
John Pittard	106	6	17.67	105	6	17.50	106	6	17.67	112	6	18.67	429	24	17.88	125	6	20.83	118	6	19.67	44	2	22.00	287	14	20.50	716
Mitchell-Neilson	102	6	17.00	68	4	17.00	87	4	21.75	78	5	15.60	335	19	17.63	80	5	16.00	92	5	18.40	41	2	20.50	213	12	17.75	548
Northfield	103	5	20.60	101	6	16.83	89	5	17.80	110	6	18.33	403	22	18.32	107	5	21.40	74	4	18.50	22	1	22.00	203	10	20.30	606
Overall Creek	124	7	17.71	152	8	19.00	151	8	18.88	152	8	19.00	579	31	18.68	152	7	21.71	165	8	20.63	41	2	20.50	358	17	21.06	937
Reeves-Rogers	48	3	16.00	56	3	18.67	65	4	16.25	72	4	18.00	241	14	17.21	61	3	20.33	51	3	17.00				112	6	18.67	353
Salem	152	9	16.89	151	8	18.88	155	8	19.38	157	8	19.63	615	33	18.64	133	7	19.00	153	8	19.13	54	3	18.00	340	18	18.89	955
Scales	156	8	19.50	177	9	19.67	137	7	19.57	172	8	21.50	642	32	20.06	151	7	21.57	155	7	22.14	67	3	22.33	373	17	21.94	1015
Totals by Grade	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade			8687						
	1375	74	18.58	1404	76	18.47	1332	72	18.50	1395	74	18.85	1338	66	20.27	1338	67	19.97	505	26	19.42				8687			

Regular Education PTR			Pupils	Teachers	PTR
Kindergarten thru Third Grade	-----		5506	296	18.60
Fourth Grade thru Sixth Grade	-----		3181	159	20.01
District Totals			8687	455	19.09

TRUANCY 10+ Days - Unexcused Absences

	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9
Black Fox	2	1	4	7					
Bradley	2	2	4	7					
Cason Lane	7	12	14	31					
Discovery									
Erma Siegel			3	3					
Hobgood		2	9	9					
John Pittard	2	9	22	29					
Mitchell-Neilson	5	3	11	19					
Northfield	2	4	7	12					
Overall Creek		1	1	1					
Reeves-Rogers			4	6					
Salem	6	6	9	18					
Scales			3	9					
TOTALS	26	40	91	151	-	-	-	-	-

Human Resources Personnel Report 10/19/2022-01/17/2023

Certified Hires

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>	<u>Notes</u>
Keene	Gina	10/31/2022	CO	School Counselor	
Herbek	Nancy	11/7/2022	CO	School Counselor	
Lombardi	Anthony	11/10/2022	MNS	BEST SPED Teacher	
Vitro	Aubree	11/14/2022	SA	2nd Grade Teacher	EA to Teacher
James	Haley	12/12/2022	SC	5th Grade Teacher	
Adair	Erin	12/12/2022	OCE	5th Grade Teacher	
Mallory	Shelby	12/14/2022	OCE	Kindergarten Teacher	rehire
Sacharczyk	Heather	1/3/2023	RR	Intervention	
Thomas	Kim	1/3/2023	MNS	SPED PK Teacher	rehire
Hunkapiller	Kirsten	1/3/2023	SC	ESL Teacher	
Smith	Regan	1/3/2023	MNS	3rd Grade Teacher	
McDade	Aubrey	1/3/2023	MNS	2nd Grade Teacher	
Brotherton	Haley	1/3/2023	MNS	4th Grade Teacher	

Certified Resignations/Retirements/Terminations

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>	<u>Tenure Y/N</u>
Coleman	Patrick	10/20/2022	NF	5th Grade Teacher	N
Shope	Courtney	10/31/2022	OCE	5th Grade Teacher	N
Kissinginger	Stacy	11/11/2022	SC	2nd Grade Teacher	N
Salmon	Toni	11/26/2022	SC	5th Grade Teacher	N
Stone	Ashleigh	11/30/2022	RR	Intervention	Y
Landrith	Kaitlyn	12/2/2022	SA	Kindergarten Teacher	N
Hutcherson	Shay	12/9/2022	CLA	STEAM Teacher	N
Powell	Heather	12/16/2022	OCE	Kindergarten Teacher	N
McBeth	Jessica	12/16/2022	BF	Kindergarten Teacher	N
Downs	Jessica	12/16/2022	MNS	SPED PK Teacher	N
Pennington	Shannon	12/16/2022	JP	4th Grade Teacher	Y
Matthews	Sara	12/16/2022	JP	SPED Teacher	N
Simmons-Morris	Jacquelyn	12/16/2022	NF	SPED Teacher	N
Lyons	Alex	12/16/2022	MNS	3rd Grade Teacher	N
Hooten	Tori	1/20/2023	BF	3rd Grade Teacher	N

Certified Interims

<u>Last Name</u>	<u>First Name</u>	<u>Interim Dates</u>	<u>Location</u>	<u>Position</u>	<u>Interim For/Replacing</u>
Burton	Ellinois	11/1 - 12/16	MNS	2nd Grade Teacher	Kristi Sykes
Watts	Valerie	11/18 - 5/12	SA	ESL Teacher	Kate Quigley
Green	Ibby	11/28 - 5/11	JP	4th Grade Teacher	MaryBeth Skipworth
Munpanthavong	Alycia	1/3 - 3/13	NF	3rd Grade Teacher	Caitlynn Anderson
Washington	Lauren	1/3 - 5/1	BF	1st Grade Teacher	Sara Beth Martin
Key	Tymora	1/3 - 5/16	BF	Kindergarten Teacher	Jessica McBeth
Sullivan	Cayce	1/3 - 3/17	JP	4th Grade Teacher	Courtney Smith
Woodlee	Kayla	1/3 - 5/26	SA	Kindergarten Teacher	Kaitlyn Landrith
Calvin	Carla	1/3 - 3/3	JP	3rd Grade Teacher	Kensley McClung
Good	Michelle	1/17 - 3/10	ESE	5th Grade Teacher	Jennifer George
Schenk	Diane	1/12 - 4/14	HG	Music Teacher	Ann Starzman
Johnson	Diane	1/18 - 5/26	BF	3rd Grade Teacher	Tori Hooten
Chittenden	Kaylee	1/9 - 5/26	CO	School Psych	VACANCY

Classified New Hires

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>	<u>Notes</u>
Jackson	Jermesia	11/1/2022	SA	ESP Director	PT to FT
Rayburn	Meghan	11/7/2022	CLA	SPED EA	
Pickel	Claire	11/7/2022	NF	SPED EA	ESP to EA
Pitman	Cheryl	11/7/2022	JP	SPED PK EA	SUB to EA
Patel	Priti	11/9/2022	DS	SPED EA	
Phelps	Kelsee	11/9/2022	CLA	SPED EA	
Jarrell	John	11/14/2022	SHOP	Bus Driver	
Ashford	Elizabeth	11/14/2022	SHOP	Bus Asst	
Harden	Alyssa	11/18/2022	MNS	Little Sprouts	PT to FT
Haag	Carey	11/28/2022	JP	SPED PK EA	
Bush	Lindsey	11/28/2022	SA	Intervention EA	
Abulaban	Nawal	11/28/2022	NF	SPED EA	
Black	Michelle	12/5/2022	JP	SPED EA	SUB to EA
Ainslie	BobbieJo	12/5/2022	JP	SPED EA	
Pendleton	Kveta	12/5/2022	SHOP	Bus Asst	
Eaves	Steven	12/14/2022	SHOP	Bus Asst	
Lou	Shelly	12/14/2022	RR	Custodian	
Kubly	Cade	12/27/2022	SHOP	Grounds Crew	
Porter	Bryant	1/3/2023	SHOP	Bus Driver	
Williams	Chelsea	1/3/2023	DW	Social Worker	
Oliver	Stephanie	1/3/2023	SC	SPED EA	SUB to EA
Cole	Derica	1/3/2023	RR	Mental Health Coach	
Collins	Emma	1/3/2023	MNS	Mental Health Coach	
Stafford	Taylor	1/3/2023	BF	SPED EA	ESP to EA
Cordoba	Mirnadayana	1/3/2023	NF	EA	SUB to EA
Harris	Emma	1/3/2023	JP	SPED EA	SUB to EA
Burnett	Chester	1/3/2023	SHOP	Bus Driver	
Conner	Paul	1/3/2023	SHOP	Bus Asst	
Holland	Justine	1/3/2023	SHOP	Bus Asst	PT to FT
Billups	Keenan	1/9/2023	BR	EA	
Adams	Ashley	1/9/2023	BR	Mental Health Coach	
MacNeil	Connor	1/9/2023	SC	EA	SUB to EA
Sellers	Melissa	1/10/2023	SHOP	Bus Asst	
McGuire	Rebekah	1/17/2023	SC	EA	
Cosey	Marquisha	1/17/2023	SHOP	Bus Asst	
Talley	Tiara	1/17/2023	SC	EA	SUB to EA
Smith	Nicole	1/17/2023	CLA	SPED EA	
Bragg	Makai	1/17/2023	JP	SPED EA	ESP to EA

Classified Resignations/Retirements/Terminations

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>
Lopez	Priscilla	10/18/2022	OCE	Custodian
Dodson	Ashley	10/21/2022	SA	EA
Alexander	Willa	10/26/2022	RR	Custodian
Wyatt	Amy	10/28/2022	DW	Social Worker
Hillsman	Courtney	10/28/2022	JP	SPED EA
Summar	Hollie	10/28/2022	BF	SPED EA
Hernandez	Sonia	11/1/2022	OCE	Custodian
Case	Kaitlin	11/4/2022	JP	SPED PK EA
Crawford	Sandra	11/11/2022	CLA	Custodian
Neilly	Ibinka	11/15/2022	JP	EA
Pulliam	Amy	11/17/2022	SHOP	Bus Asst
Kennedy	Roxanne	11/18/2022	MNP	Little Sprouts
Johnson	Jacqueline	11/18/2022	BF	EA
Warren	Chenelle	11/18/2022	SHOP	Bus Asst
Stone	Shakita	11/18/2022	BR	EA
Aldrich	Kaylee	11/29/2022	RR	Custodian

Classified Resignations/Retirements/Terminations CONTINUED

Pleitez	Natalie	11/29/2022	SC	EA
Popplewell	Samantha	12/1/2022	JP	SPED EA
Collins	Brian	12/2/2022	SC	EA
Gorham	Rebecca	12/2/2022	SC	EA
Hayes	Mary	12/6/2022	CLA	Custodian
Martin	Deborah	12/9/2022	JP	Custodian
Sloan	Regina	12/16/2022	NF	EA
Herndon	Antonio	12/16/2022	HG	EA
Burton	Rachel	1/3/2022	MNS	SPED EA
Bell	Kathy	1/4/2023	SHOP	Bus Asst
Whitfield	Cedric	1/4/2023	SHOP	Bus Asst
Crabtree	Kristy	1/5/2023	OCE	SPED EA
Porter	Bryant	1/13/2023	SHOP	Bus Driver
Frierson	Myia	1/20/2023	MNP	SPED PK EA

YEAR-TO-DATE REVENUE COMPARISON

DECEMBER 2022

PAGE 1

	BUDGET CLASS.	2021-22 BUDGET	2021-22 YTD REV.	2021-22 OVR/(UNDR) BUDGET	2021-22 %	2022-23 BUDGET	2022-23 YTD REV.	2022-23 OVR/(UNDR) BUDGET	2022-23 %
1	40110-Current Prop. Tax	15,700,000	1,930,783	(13,769,217)	12.3%	15,000,000	1,598,617	(13,401,383)	10.7%
2	40210-Local Option Sales Tax	13,021,844	5,100,195	(7,921,649)	39.2%	14,300,000	5,738,546	(8,561,454)	40.1%
3	40000-41110-Other County Rev	1,705,000	683,270	(1,021,730)	40.1%	1,761,800	789,882	(971,918)	44.8%
4	43300-44000-Other Local Revenue	1,792,500	268,891	(1,523,609)	15.0%	946,426	303,212	(643,214)	32.0%
5	46310-Health Department Programs	-	-	-	N/A	142,600	-	(142,600)	0.0%
6	46511-Basic Educ. Program	48,115,000	24,057,500	(24,057,500)	50.0%	52,851,000	26,425,500	(26,425,500)	50.0%
7	46515-Early Childhood Ed.	1,063,812	433,650	(630,162)	40.8%	1,063,812	431,882	(631,930)	40.6%
8	46530-Energy Efficient Sch	-	-	-	N/A	-	-	-	N/A
9	46590-Other State Education	1,689,401	369,716	(1,319,685)	21.9%	-	-	-	N/A
10	46610-Career Ladder Program	82,000	46,785	(35,215)	57.1%	82,000	40,308	(41,692)	49.2%
11	46615-Ext. Contract-ARRA	-	-	-	N/A	-	-	-	N/A
12	46591-Coordinated School Health	100,000	49,176	(50,824)	49.2%	100,000	50,445	(49,555)	50.4%
13	46595-Family Resource	29,600	12,955	(16,645)	43.8%	29,600	14,806	(14,794)	50.0%
14	46800-46990-Other State Revenue	227,419	26,912	(200,507)	11.8%	302,513	13,388	(289,125)	4.4%
15	47000- Federal Funds	1,007,488	230,629	(776,859)	22.9%	25,000	-	(25,000)	0.0%
16	49100-49800 Bond & City Transfers	477,720	-	(477,720)	0.0%	450,000	-	(450,000)	0.0%
17	49810-Approp./City Gen. Fund	7,885,103	3,942,552	(3,942,551)	50.0%	7,885,103	3,942,552	(3,942,551)	50.0%
18	49820-Operating Transfers	863,138	-	(863,138)	0.0%	500,000	57,251	(442,749)	N/A
	TOTALS	\$ 93,760,025	\$37,153,014	\$ (56,607,011)	39.6%	\$95,439,854.00	\$ 39,406,388	\$ (56,033,466)	41.3%

YEAR-TO-DATE EXPENDITURE COMPARISON

DECEMBER 2022

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	BUDGET CLASS.	2021-22 BUDGET	2021-22 YTD EXP.	2021-22 OVR/(UNDR) BUDGET	2021-22 %	2022-23 BUDGET	2022-23 YTD EXP.	2022-23 OVR/(UNDR) BUDGET	2022-23 %
1	71100-Reg. Instruction	53,405,843	21,254,988	(32,150,855)	39.8%	52,513,501	\$ 21,940,142	(30,573,359)	41.8%
2	71200-Sp. Ed. Instruction	10,493,199	4,075,982	(6,417,217)	38.8%	11,069,380	4,359,062	(6,710,318)	39.4%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	101,955	52,102	(49,853)	51.1%	182,175	82,309	(99,866)	45.2%
5	72120-Health Services	350,470	71,335	(279,135)	20.4%	594,620	187,275	(407,345)	31.5%
6	72130-Guidance	2,664,745	1,078,709	(1,586,036)	40.5%	3,300,696	1,287,882	(2,012,814)	39.0%
7	72210-Reg. Instr. Support	2,337,484	1,074,884	(1,262,600)	46.0%	2,381,727	1,065,550	(1,316,177)	44.7%
8	72220-Sp. Ed. Support	1,763,075	713,905	(1,049,170)	40.5%	1,826,392	733,527	(1,092,865)	40.2%
9	72250-Technology	2,092,276	1,007,173	(1,085,103)	48.1%	2,384,180	1,224,265	(1,159,915)	51.3%
10	72310-Bd. Of Education	1,739,801	768,587	(971,214)	44.2%	1,751,350	778,888	(972,462)	44.5%
11	72320-Office of Supt.	433,002	180,440	(252,562)	41.7%	423,750	189,682	(234,068)	44.8%
12	72410-Office of Principal	4,987,241	2,234,443	(2,752,798)	44.8%	5,164,780	2,303,326	(2,861,454)	44.6%
13	72510-Fiscal Services	556,510	288,305	(268,205)	51.8%	754,345	379,380	(374,965)	50.3%
14	72520-Personnel Services	497,494	247,148	(250,346)	49.7%	505,320	231,500	(273,820)	45.8%
15	72610-Oper. Of Plant	6,534,981	2,795,188	(3,739,793)	42.8%	6,691,130	2,859,974	(3,831,156)	42.7%
16	72620-Maint. Of Plant	2,938,194	903,770	(2,034,424)	30.8%	3,092,033	1,025,364	(2,066,669)	33.2%
17	72710-Pupil Transp.	4,087,128	1,557,251	(2,529,877)	38.1%	3,783,120	1,598,509	(2,184,611)	42.3%
18	73300-Community Service	587,955	216,088	(371,867)	36.8%	444,655	199,877	(244,778)	45.0%
19	73400-Early Childhood Educ.	1,240,007	464,175	(775,832)	37.4%	1,166,640	435,359	(731,281)	37.3%
20	76100-Reg. Cap. Outlay	130,000	13,240	(116,760)	10.2%	130,000	46,538	(83,462)	35.8%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	350,900	183,587	(167,313)	52.3%	776,800	141,882	(634,918)	18.3%
	TOTALS	97,292,260	39,181,299	\$ (58,110,961)	40.3%	98,936,594	41,070,292	\$ (57,866,302)	41.5%

COMPARISON OF BUDGET TOTALS
July 1, 2022 Through December 31, 2022

TOTAL INCOME	7/1/22 - 12/31/22	\$	39,406,388
TOTAL EXPENSES	7/1/22 - 12/31/22		<u>41,070,292</u>
	NET INCOME	12/31/22	\$ <u><u>(1,663,904)</u></u>