

**Board of Education Regular Meeting**

May 23, 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 Zariyah Benford, a sixth grade student at Bradley and her brother Taron Benford, a fifth grade student at Bradley along with Railynn Bohan and Rachel Peters, both kindergarten students at Black Fox Elementary.	
B. Moment of Silence-Ms. Jane Cooper-EA at Reeves Rogers passed away on Sunday, May 21. Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item Thank you to Redstone Financial for adopting Reeves-Rogers for the 2 <sup>nd</sup> year in a row to sponsor items and resources needed for our students.  Thank you to St. Marks Methodist Church for providing the snacks for teachers this year. We are so thankful for your continued support for our teachers!  Mitchell Neilson would like to give a shout out to our Community Partners for teacher appreciation love!!! Third Baptist Church did ice cream sundaes. First Baptist Church on Castle did treat bags for all teachers. And Mr. Newell (City Schools Foundation) came and cooked hotdogs for all of our staff!!!  Recognize Science Olympiad Team from Northfield Elementary	Mrs. Lisa Trail
A. Introduction of new Overall Creek Elementary Principal-Ms. Jenny Ortiz Procedural Item	Dr. Trey Duke
B. The Best of MCS-Francina Jackson and Marc Harris Procedural Item	Dr. Trey Duke
C. Spotlight on Education-MTSU Mentor Teachers of the Year-Amanda Turnbo and Donna Karrh Procedural Item	Dr. Trey Duke
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 5-9 Board Minutes Consent Item	
B. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 6.501 Special Education Behavioral Support on Second Reading Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell

A. Approval of the Sub Recipient Agreement with City Action Item	Dr. Trey Duke
B. Approval of Resolution on the Sub Recipient Agreement Action Item	Dr. Trey Duke
C. Approval of Budget Amendment-FY24 Sub Recipient Agreement Action Item	Dr. Trey Duke
D. Approval of GPS Budget Amendment Action Item	Dr. Trey Duke
E. Approval of the ESP Fund 146 Budget Amendment Action Item	Dr. Trey Duke
F. Approval of the 2023-2024 Board Meeting Schedule Action Item	Dr. Trey Duke
G. Approval of the Revenue and Expenditure Report Action Item	Ms. Kim Williams
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Enrollment (PTR) Report Information Item	Mr. Joe Marlin
B. Personnel Report Information Item	Mr. Ralph Ringstaff
C. 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**

May 9, 2023 6:00 PM

Black Fox Elementary Library

<p><b>I. CALL TO ORDER</b> Procedural Item <b>Present:</b> Mr. Wesley Ballard, Mr. Butch Campbell, Karen Dodd, Barbara Long, Ms. Amanda Moore, Jimmy Richardson III, Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Kim Williams, Ralph Ringstaff, April Zavisa, Angela Fairchild, Sheri Arnette, Don Bartch, Lisa Trail, Brian Cathcart, Christopher Young, Tiffany Strevel, Amanda Adams, Beverly Johnson, Maria Johnson, and Joe Marlin</p> <p>City Attorney Elizabeth Taylor and City Liaison Bill Shacklett</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item</p>	Ms. Amanda Moore
<p>B. Moment of Silence Procedural Item</p>	
<p><b>II. APPROVAL OF AGENDA</b> Action Item</p> <p>Motion to approve the agenda. This motion, made by Ms. Amanda Moore and seconded by Karen Dodd, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p><b>III. CONSENT ITEMS</b> Consent Agenda</p> <p>Motion to approve consent agenda.. This motion, made by Jimmy Richardson III and seconded by Karen Dodd, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p>A. Approval of 4-25-23 Work Session and 4-25-23 Regular Board Minutes Consent Item</p>	
<p>B. Minor Change to Board Policy Consent Item</p>	
<p>i. Approval of Board Policy 6.404 Acquired Immune Deficiency Syndrome on First and Final Reading Consent Item</p>	
<p>ii. Approval of Board Policy 6.4081 Safe Relocation of Students on First and Final Reading Consent Item</p>	
<p>C. Second Reading of Board Policies Consent Item</p>	

<p>i. Approval of Board Policy 6.3091 Weapons and Dangerous Instruments on Second Reading Consent Item</p> <p>Motion to approve 6.3091 Weapons and Dangerous Instruments on First Reading. This motion, made by Mr. David Settles and seconded by Karen Dodd, passed. Yea: 7, Nay: 0</p>	
<p>ii. Approval of Board Policy 6.311 Care of School Property on Second Reading Consent Item</p> <p>Motion to approve Board Policy 6.311 Care of School Property on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	
<p>iii. Approval of Board Policy 6.317 Student Disciplinary Hearing Authority on Second Reading Consent Item</p> <p>Motion to approve Board Policy 6.317 Student Disciplinary Hearing Authority on First Reading. This motion, made by Jimmy Richardson III and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	
<p>iv. Approval of Board Policy 6.402 Physical Examinations and Immunizations on Second Reading Consent Item</p> <p>Motion to approve Board Policy 6.402. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	
<p>v. Approval of Board Policy 6.405 Medicines on Second Reading Consent Item</p> <p>Motion to approve Board Policy 6.405. This motion, made by Mr. David Settles and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	
<p>vi. Approval of Board Policy 6.415 Student Suicide Prevention on Second Reading Consent Item</p> <p>Motion to approve Board Policy 6.415 Student Suicide Prevention on First Reading. This motion, made by Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	
<p><b>IV. ACTION ITEMS</b> Action Item</p>	Chair Butch Campbell
<p>A. Approval of Board Policy 6.409 Child Neglect and Abuse on Second Reading Action Item</p> <p>Motion to approve Board Policy 6.409 Child Neglect and Abuse on Second Reading. This motion, made by Karen Dodd and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke

<p>B. Approval of Board Policy 6.503 Homeless Students on Second Reading Action Item</p> <p>Motion to approve Board Policy 6.503 Homeless Students on Second Reading. This motion, made by Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>C. Approval of Board Policy 6.501 Special Education Behavioral Support on First Reading Action Item</p> <p>Motion to approve Board Policy 6.501 Special Education Behavioral Support on First Reading. This motion, made by Karen Dodd and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>D. Approval of a Summer School Budget Amendment Action Item</p> <p>Motion to approve Summer School Budget Amendment. This motion, made by Jimmy Richardson III and seconded by Barbara Long, passed. Yea: 7, Nay: 0 Mr. Ballard asked if the 3rd grade retention was included in this amount for summer school. Mrs. Arnette explained that yes, 3rd graders are a priority. They will have a 13-1 ration. Dr. Duke added that we need to thank Senator Reeves for that increase in funding.</p>	<p>Dr. Trey Duke</p>
<p>E. Approval of FY23 Con Admin Budget Amendment Action Item</p> <p>Motion to approve FY23 Con Admin Budget Amendment. 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>F. Approval of ARP Homeless 2.0 Budget Amendment Action Item</p> <p>Motion to approve ARP Homeless 2.0 Budget Amendment. This motion, made by Barbara Long and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0 There were questions about the van that is being purchased to transport homeless students.  Amanda Moore asked if booster seats are included on this van for students that are not old enough for seatbelts. Dr. Duke told Ms. Moore that he would speak to Mr. Brian Rome and get an answer to that question. He said that Mr. Rome had been gathering information about the van before it is purchased, and he was sure that he would have that information.</p>	<p>Dr. Trey Duke</p>
<p>G. Approval of ELC Grant Budget Amendment Action Item</p> <p>Motion to approve ELC Grant Budget Amendment. 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>H. Approval of FY23 ARP IDEA Part B Budget Amendment Action Item</p>	<p>Dr. Trey Duke</p>

<p>Motion to approve FY23 ARP IDEA Part B Budget Amendment. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	
<p>I. Approval of FY23 ARP IDEA PreK Budget Amendment Action Item</p> <p>Motion to approve FY23 ARP IDEA PreK Budget Amendment. This motion, made by Ms. Amanda Moore and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>J. Approval of FY23 Federal Projects Fund 21st CCLC Grant Revision 2 Budget Amendment Action Item</p> <p>Motion to approve FY23 Federal Projects Fund 21st CCLC Grant Revision 2 Budget Amendment. This motion, made by Karen Dodd and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>K. Approval of 2023-2024 Board Meeting Schedule Action Item</p> <p>Motion to approve the 2023-2024 Board Meeting Schedule. This motion, made by Jimmy Richardson III and seconded by Barbara Long, passed. Yea: 7, Nay: 0</p> <p>There was much discussion regarding the board schedule for next year. Mr. Ballard wanted to make sure that if we moved one meeting per month to central office that it would not put us behind on reviewing policies. Ms. Taylor explained the review process to the board and told them that it should not be a problem.</p> <p>David Settles explained that the April budget meetings and times would be a stretch for him on the day that is noon-5:00. He did like alternating the meetings between central office and city hall, but could not do the April 16th meeting. Ms. Dodd agreed that she would possibly not be at the April 16th meeting since she would have to take a personal day off.</p> <p>Dr. Duke said that he would leave the April budget meetings 4:00-8:00.</p> <p>Dr. Duke explained that January 9th is an all day board retreat on a Tuesday. He said that he has not had a true board retreat since he has been Director. He explained that revisions to the 5 year plan would be discussed that day. He said that he felt that the day long meeting would allow time to discuss this plan and not feel rushed.</p> <p>Again, Mr. Settles said that he would not be in attendance for an all day meeting, but he could do a Saturday meeting. Ms. Moore agreed with Mr. Settles regarding a Saturday meeting. Mr. Richardson said that he felt that a Saturday meeting was more prudent for all members.</p> <p>Dr. Duke said that we will send out some possible Saturday dates and change the workshops in April back to 4:00-8:00.</p> <p>Barbara Long was concerned that school recognitions would be reduced if we only did that at the public meeting. Dr. Duke said that public meetings would be heavy with recognitions and the other meeting would be more informative and less celebratory.</p> <p>The board was satisfied with one meeting at central office and one at city hall, but wanted the time changed back to 4:00 to 8:00 on the April 16th meeting and the retreat changed to a</p>	<p>Dr. Trey Duke</p>

<p>Saturday in January and have the schedule brought back before the board at the next meeting.</p> <p>Jimmy Richardson withdrew the motion and Barbara Long seconded that motion.</p>	
<p><b>V. REPORTS AND INFORMATION</b> Information Item</p>	Chair Butch Campbell
<p>A. City Schools Foundation Update Information Item</p> <p>Ms. Trail gave an update on the City Schools Foundation along with the names of the newly elected officers for this year.</p>	Ms. Lisa Trail
<p>B. Director's Evaluation Information Item</p> <p>Elizabeth informed the board that the packet at their seat would have a copy of Dr. Duke's evaluation. She asked them to complete the evaluation with the exception of appendix C, since we will not have TVAAS data back at this time. The evaluation totals will be recalculated once the data comes in. She asked the board to get the evaluation back to Lisa VanCleave by May 23. Lisa VanCleave will get those to Adam Tucker at the city attorney's office to be calculated and presented to the board on June 13.</p> <p>Dr. Duke told the board that he put some supplementary evidence in the folder with the evaluation. He explained that once the scores come in, the evaluation will be recalculated and sent back out to the board. They wouldn't have to do anything else at that point.</p>	Ms. Elizabeth Taylor
<p>C. Director's Update Information Item</p> <p>Dr. Duke told the board that he serves on the Business Education Partnership (BEP) Board, and they have decided to cease that program. He explained that the remaining funds would be divided between Murfreesboro City and Rutherford County Schools. He told the board that the BEP team would be presenting a check to MCS tomorrow for \$60,000.00.</p> <p>Since this was Elizabeth Taylor's last board meeting, Dr. Duke presented the BEST of the MCS certificate to her for her hard work in our district over the past five years. Chair Campbell also presented a gift to Ms. Taylor from the board and told her how much he and the board appreciated her.</p> <p>Ms. Taylor said that everyone on the board and at central office has been very thoughtful and easy to work with and have made her a better lawyer and citizen.</p>	Dr. Trey Duke
<p><b>VI. OTHER BUSINESS</b> Information Item</p>	Chair Butch Campbell
<p><b>VII. ADJOURNMENT</b> Action Item</p> <p>Motion to adjourn. This motion, made by Jimmy Richardson III and seconded by Barbara Long, passed. Yea: 7, Nay: 0 Meeting adjourned at 6:51 p.m.</p>	Chair Butch Campbell

The board went into an Executive Session immediately following the board meeting to discuss school safety.	
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Director of Schools

# Murfreesboro City School Board

Monitoring:  <b>Review: Annually, in May</b>	Descriptor Term:  <b>Special Education Behavioral Support</b>	Descriptor Code: <b>6.501</b>	Issued Date: <b>Reviewed 05/26/20 06/25/19 Reviewed 08/24/21</b>
		Rescinds: <b>STU 59</b>	Issued: <b>06/01/13</b>

1 The Murfreesboro City school district shall comply with the Tennessee Department of Education  
 2 restraint and isolation regulations and guidelines pursuant to the Special Education Behavioral Support  
 3 Act [for all students in grades Pre-K – 6<sup>th</sup>](#).<sup>1</sup> Maintaining a school environment that is conducive to  
 4 student learning requires that the environment be orderly and safe. The primary technique used to de-  
 5 escalate any situation is verbal in nature; however, if the situation warrants physical holding restraint,  
 6 then physically restraining a student may be necessary. Students in the district are protected by law  
 7 from the unreasonable, unsafe and unwarranted use of isolation and physical restraint. Murfreesboro  
 8 City Schools policy has an emphasis on positive behavioral support, prevention and de-escalation,  
 9 which reduces the risk of injury to both students and program staff. The emphasis is always on the  
 10 care, safety and wellbeing of our students and staff.

## 11 **Definitions**

- 12 1. “Behavior intervention training program” means a training program in evidence-based positive  
 13 behavioral supports, evidence-based crisis intervention, and evidence-based techniques for the  
 14 safe use of restraint and isolation;
- 15 2. “Chemical restraint” means a medication that is prescribed to restrict a student's freedom of  
 16 movement for the control of extreme violent physical behavior. Chemical restraints are  
 17 medications used in addition to, or in replacement of, a student's regular drug regimen to  
 18 control extreme violent physical behavior. The medications that comprise the student's regular  
 19 medical regimen, including PRN medications, are not considered chemical restraints, even if  
 20 their purpose is to treat ongoing behavioral symptoms;
- 21 3. “Emergency situation” means that a child's behavior poses a threat to the physical safety of the  
 22 student or others nearby;
- 23 4. “Isolation” or “seclusion” (A) means the confinement of a student alone, with no other  
 24 students, staff, or persons present, in a room with or without a door, or other enclosed area or  
 25 structure pursuant to § 49-10-1305(g) where the student is physically prevented from leaving  
 26 because a door, object, or school personnel is blocking the student’s exit.
  - 27 a. Unlocked and incapable of being locked;
  - 28 b. Free of any condition that could be a danger to the student;

- 29 c. Well ventilated and temperature controlled;  
30 d. Sufficiently lighted for the comfort and well-being of the student;  
31 e. Where school personnel are in continuous direct visual contact with the student at all  
32 times;  
33 f. At least forty square feet (40 sq. ft.); and  
34 g. In compliance with all applicable state and local fire, health, and safety codes.
- 35 5. Isolation or seclusion does not include time-out, a behavior management procedure in which  
36 the opportunity for positive reinforcement is withheld, contingent upon the demonstration of  
37 undesired behavior; provided, that time-out may involve the voluntary separation of an  
38 individual student from others;
- 39 6. Isolation room” means any space, structure, or area pursuant to § 49-10-1305(g) used to isolate  
40 a student.
- 41 7. “Mechanical restraint” means the application of a mechanical device, material or equipment  
42 attached or adjacent to the student's body, including ambulatory restraints, which the student  
43 cannot easily remove and that restrict freedom of movement or normal access to the student's  
44 body. Mechanical restraint does not include the use of restraints for medical immobilization,  
45 adaptive support, or medical protection; or the use of a seat belt or other device, including, but  
46 not limited to, a belting system or harness, to secure a child with a disability during transit on a  
47 bus or vehicle operated by an LEA or a provider contracted to serve the LEA's transportation  
48 needs;
- 49 8. “Noxious substance” means the use of any defense spray or substance as defined by  
50 departmental rule;
- 51 9. “Physical holding restraint” means the use of body contact by school personnel with a student  
52 to restrict freedom of movement or normal access to the student’s body, except for:
- 53 a. The holding of a student by an adult in order to calm or comfort the student in the  
54 absence of an emergency;  
55 b. Contact necessary to physically escort a student from one area to another in the absence  
56 of an emergency;  
57 c. Assisting a student in completing a task or response if the student does not resist or if  
58 the resistance is of minimal intensity or duration;  
59 d. Physically redirecting a student if the student does not resist or if the resistance is of  
60 minimal intensity or duration; or  
61 e. School personnel blocking a student's exit or elopement by physically placing  
62 themselves in front of the student;
- 63 10. “Positive behavioral supports” means a systematic approach using evidence-based practices to  
64 improve school environments, and to prevent and respond to problem behavior that:
- 65 a. Is proactive and instructional, rather than reactive and punitive;  
66 b. Operates on the following three (3) levels:

- 67                   i. Individual;  
68                   ii. Group or classroom; and  
69                   iii. The whole school;  
70           c. Includes a system of continual data collection;  
71           d. Utilizes data-based decision-making;  
72           e. Applies research-validated positive behavioral interventions; and  
73           f. Improves academic and social outcomes for all students, including those with the most  
74           complex and intensive behavioral needs.

75           11. “Restraint” means a chemical restraint, mechanical restraint, or physical holding restraint;

76           12. “School personnel” means an individual employed on a full-time or part-time basis by a public  
77           school

## 78   **Implementation of Restraint**

79   Only the principal, or the principal’s designee, may authorize the use of isolation or restraint. For a  
80   student receiving special education services, as defined in § 49-10-102, isolation or a physical holding  
81   restraint may only be used in emergency situations. Individualized education programs that provide for  
82   the use of isolation or a physical holding restraint for certain behavior must contain a data driven  
83   functional behavior assessment and a plan for modification of the behavior developed and  
84   implemented by a qualified team of professionals. Trained school staff may use physical holding  
85   restraint only:

- 86           1. When non-physical interventions have been ineffective and the student’s behavior poses threat  
87           of imminent, serious harm to self and/or others and when the student’s behavior is more  
88           dangerous than the danger of using physical restraint; or  
89  
90           2. Pursuant to a student’s IEP or other written plan developed in accordance with state and federal  
91           law and approved by the school and parent or guardian. Physical holding restraint will be  
92           practiced in strict accordance with all applicable laws.

93   School personnel shall remain in the physical presence of any restrained student and shall continuously  
94   observe a student who is in time out, isolation, or being restrained to monitor the health and wellbeing  
95   of such student.

## 96   **Prohibited Forms of Restraint**

97   The following forms of restraint are prohibited:

- 98           1. Administering a chemical restraint to a student receiving special education services is  
99           prohibited; provided, that nothing in this policy shall prohibit the administration of a  
100           chemical restraint when administered for therapeutic purposes under the direction of a  
101           physician and with the child's parent 109 or guardian's consent to administer such chemical  
102           restraint.  
103

- 104 2. Administering a noxious substance to a student receiving special education services is  
105 prohibited.  
106
- 107 3. The use of any mechanical restraint on any student receiving special education services is  
108 prohibited.  
109
- 110 4. Any form of life-threatening restraint, including restraint that restricts the flow of air into a  
111 person's lungs, whether by chest compression or any other means, to a student receiving  
112 special education services is prohibited.  
113
- 114 5. The use of isolation or physical holding restraint as a means of coercion, punishment,  
115 convenience or retaliation on any student receiving special education services is prohibited.  
116
- 117 6. Removing or disabling any equipment or device that a student requires, including, but not  
118 limited to, a power wheelchair, brace, augmentative communication device, or walker, as a  
119 means of coercion, punishment, convenience, or retaliation on any student receiving special  
120 education services is prohibited.  
121
- 122 7. The use of a locked door, or any physical structure, mechanism, or device that substantially  
123 accomplishes the function of locking a student in a room, structure, or area, is prohibited.

#### 124 **Authorized Forms of Restraint**

125 The use of physical holding restraint in the following circumstances is permitted. The school is not  
126 required to notify the student's parent or guardian in any of the circumstances listed below:

- 127 1. The brief holding by an adult in order to calm or comfort;  
128 2. The minimum contact necessary to physically escort a student from one area to another;  
129 3. Assisting a student in completing a task or response if the student does not resist, or resistance  
130 is minimal in intensity or duration; or  
131 4. Holding a student for a brief time in order to prevent any impulsive behavior that threatens the  
132 student's immediate safety.

133 Actions undertaken by school personnel to break up a fight or to take a weapon from a student are not  
134 prohibited; however, these acts shall be reported in accordance with administrative procedures  
135 developed by the Director of Schools.

#### 136 **Staff Training**

137 Physical restraint should only be used by faculty and staff who have received specific district approved  
138 crisis intervention training in the use of physical restraint procedures and non-violent crisis  
139 intervention.

140 Other school personnel may use physical restraint only in rare and clearly unavoidable emergency  
141 circumstances when fully trained school personnel are not immediately available. Untrained staff  
142 should request assistance from trained staff as soon as possible. The school must identify specific staff

143 to serve as school-wide resources to assist in ensuring proper administration of physical restraint.  
144 These individuals must participate in in-depth training with respect to restraint and implementation.

### 145 **Reporting Requirements and Follow Up**

146 The building administrator or designee must receive a written report documenting the circumstances of  
147 the incident. School personnel authorized by MCS shall see and evaluate the student's condition within  
148 a reasonable time after the intervention. The student's parent or guardian shall be notified orally and in  
149 writing the same day the isolation or restraint was used. School personnel shall be held harmless for  
150 failure to notify if reasonable effort has been made to notify the student's parent or guardian.

151 A student receiving special education services may be restrained or isolated only if such restraint or  
152 isolation is provided for in the student's IEP, or in emergency situations, if necessary to assure the  
153 physical safety of the student or others nearby. If the student's IEP does not provide for the use of  
154 isolation or restraint for the behavior precipitating such action or if school personnel are required to use  
155 isolation or restraint over an extended period of time, an IEP meeting shall be convened within ten (10)  
156 days following the use of such isolation or restraint. If the behavior precipitating such action also  
157 warrants a change of placement, the child will have all rights provided under applicable state and  
158 federal law.

159 School personnel who have used isolation or restraint shall provide a written report to the school  
160 principal or the principal's designee on the form developed by the Tennessee State Department of  
161 Education. A copy of the report form must be provided to the Special Education Supervisor who, after  
162 review of the report, will maintain statistics related to the student and the school's use of isolation  
163 and/or restraint and discuss findings with the Director of Schools and school principals.  
164 Documentation of each incident of restraint and/or isolation will be forwarded immediately to the  
165 Special Education Department, who will be responsible for completing the Easy IEP portion of  
166 documentation.

### 167 **Required Reports**

168 Each school shall maintain all records of isolation and restraint. On a semi-annual basis, using existing  
169 student-level data collection systems to the extent feasible, each school shall submit a report to the  
170 LEA that includes:

- 171 1. The number of incidents involving the use of isolation and restraint since the previous semi-  
172 annual report;
- 173 2. The number of instances in which the school personnel imposing physical restraint or isolation  
174 were not trained and certified;
- 175 3. Any injuries, deaths, or property damage that occurred;
- 176 4. The timeliness of parental notification;
- 177 5. Demographic information to determine whether disproportionate use of these interventions  
178 exists.
- 179
- 180
- 181
- 182

183 The LEA shall use the information obtained from records of isolation and restraint in developing its  
184 behavior intervention training program. The LEA shall submit information to the Tennessee  
185 Department of Education each year on the use of isolation and restraint in the school district.

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Legal References

1. TCA 49-10-1301 through 1307

**To: Board of Education**

**RE: Approval of Subrecipient Grant Agreement with Murfreesboro City for Opioid Remediation Program**

**Board Meeting Date: May 23, 2023**

The City of Murfreesboro has received settlement distributions through the National Prescription Opiate Litigation in the amount of \$140,935.

This subrecipient agreement acknowledges that the City of Murfreesboro seeks to enter a strategic partnership with Murfreesboro City Schools to use these funds to prevent the misuse of opioids through the implementation of school-based programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

Under this agreement, MCS will address mental health needs of students and increase awareness to mental health services and supports for families. Through the use of the Settlement Funds, MCS will provide two mental health counselors (currently funded through ESSER 3.0 funds), curriculum materials to implement an evidence-based mental-health program, and access to supportive services.

The subrecipient agreement is for the performance period of July 1, 2023 – June 30, 2024.

It is expected this agreement will be updated annually through the completion of the National Prescription Opiate settlement.

**SUBRECIPIENT GRANT AGREEMENT**

**Between**

**THE CITY OF Murfreesboro**

**And**

**Murfreesboro City Schools**

**For**

**School-based Opioid Remediation Program to Prevent Misuse of Opioids**

**Funded through the**

**Tennessee State-Subdivision Opioid Agreement**

**For an initial payment of \$140,935.**

**Performance Period: July 1, 2023 – June 30, 2024**

Jennifer Brown, Finance Director and City  
Recorder/Treasurer  
Finance & Tax Department  
111 W. Vine St.  
First Floor  
Murfreesboro, TN 37130  
Phone 615-893-5210  
[jbrown@murfreesborotn.gov](mailto:jbrown@murfreesborotn.gov)

Date agreement fully executed: \_\_\_\_\_

## PART A AGREEMENT

**THIS AGREEMENT** (hereinafter the “Agreement”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 and dated to be effective \_\_\_\_\_, by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the “City”) and Murfreesboro City Schools, a local education agency of the State of Tennessee (the “Subrecipient”), located at 2552 South Church Street, Murfreesboro, TN 37127.

### **WITNESSETH THAT:**

**WHEREAS**, the City of Murfreesboro has received a settlement distribution through the National Prescription Opiate Litigation; and

**WHEREAS**, the City of Murfreesboro seeks to enter a Strategic Partnership with Murfreesboro City Schools to prevent the misuse of opioids through the implementation of school-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids; and

**WHEREAS**, the City and Subrecipient desire to ensure funds are used for opioid remediation uses through identified core abatement strategies; and

**WHEREAS**, the cooperation of the City and the Subrecipient is essential for the successful local implementation of Opioid Remediation projects; and

**WHEREAS**, on [DATE], the Murfreesboro City Council designated the settlement funds in the amount of \$140,935.00 for Subrecipient use for implementation of Opioid Remediation projects and programs; and

**WHEREAS**, Subrecipient, was selected to implement evidence-based or evidenced-informed programs or strategies to prevent misuse of opioids; and

**NOW, THEREFORE**, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

### I. SCOPE OF SERVICES

#### **Scope of Services:**

**Subrecipient is a pre-kindergarten through sixth-grade municipal public school system, also referred to as a “local education agency” established pursuant to T.C.A §49-2-401 et. seq., Murfreesboro City Charter §92, and Murfreesboro City Code, Chapter 25. The Murfreesboro City School Systems consists of thirteen (13) schools and educates approximately 9,450.**

**It is the goal of Murfreesboro City Schools to support efforts to prevent the misuse of opioids in elementary age youth who are attending Murfreesboro City Schools. MCS will do so by addressing mental health needs of students and increasing awareness to mental health services and supports for families. Through the use of the Settlement Funds, MCS will provide two mental health counselors and curriculum materials to implement an evidence-based program to improve emotional modulation, resilience skills and family awareness and access to supportive services to meet measurable objectives and action steps fully detailed in Part C of this Agreement.**

The Subrecipient, assuming responsibility for the implementation of the actual operation of the Program herein specified, shall perform services in a satisfactory and proper manner as determined by the City.

1. **Revision of Scope:** The performance criteria, objectives and budget items in may be modified, revised, or

amended upon the joint written consent of the parties. The Subrecipient may request a budget revision, not to exceed the total award in this agreement, at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing and the revision must not substantially change the scope or outcomes of the Program. Approval may be in the form of a letter, a fax, or an email.

## II. COMMENCEMENT AND COMPLETION

1. **Commencement and Time of Performance:** The services of the Subrecipient are to commence as soon as practicable on or after the date of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement through a period ending June 30, 2024. All expenditures associated with implementation of this project must be expended or encumbered by June 30, 2024; and submitted for reimbursement by July 15, 2024.
2. **Agreement Completion Date:** Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on June 30, 2024 except that Subrecipient shall complete such close-out requirements no later than the date dictated by **Section 3.7** below.

## III. COMPENSATION AND USE OF FUNDS

1. **Regulation for Use of Funds:** The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Settlement Final Agreement dated March 25, 2022 or other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Subrecipient's responsibility to read, understand, and comply with these regulations.***
2. **Total Payments:** Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$140,935.00. At the sole discretion of the City, any unexpended funds as of June 30, 2024, may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City. All expenditures associated with implementation of this Project must be expended or encumbered by June 30, 2024; and submitted for reimbursement by July 15, 2024, unless a written extension request is received and approved by the City prior to June 30, 2024.
3. **Reimbursement Requests:** This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs of this Project, and for which the Subrecipient has made payment during the period of performance as set forth above.

The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon the receipt of an invoice with supporting documentation requesting reimbursement, so long as the Subrecipient is current on all performance and financial reporting and has provided the necessary response and/or support for any other request, if any, that has been made by the City of Murfreesboro in regards to this Agreement. The City will reimburse all approved reimbursement requests within 30 days of the request. The request must include all of the necessary documentation and any questions must be sufficiently answered as determined by the City of Murfreesboro.

All requests for reimbursement must be accompanied by an invoice which identifies the address to which the payment should be remitted and supporting documentation substantiating the payment of the eligible expenses being requested for reimbursement. Such supporting documentation shall include, but is not limited to, an agency payment voucher; a copy of the signed check with which the payment was made; any invoices, receipts and/or bills from vendors; and any relevant time sheets and related payroll reports. The City reserves the right to request further supporting documentation as necessary to ensure compliance for auditing purposes.

4. **Double Reimbursement**: The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. A Duplication of Benefits (hereinafter “DOB”) occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. If the City determines that a DOB has occurred, the funds that are in excess of the need and duplicated by other assistance received by the beneficiary for the same purpose must be recaptured. The Subrecipient must submit the Duplication of Benefits Certification, **Part D**, with the Requests for Reimbursement.
5. **Restriction on Disbursements**: Settlement Disbursement funds shall not be disbursed to Subrecipient except pursuant to the conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the Settlement funds distributed to the City of Murfreesboro are suspended or terminated.
6. **Withholding Payments**: All payments to the Subrecipient are subject to the Subrecipient’s compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve the Agreement non-compliance.
7. **Close-out Reimbursement**: Close-out requests for reimbursement must be submitted by **July 15, 2024** If not submitted, the unexpended funds under this Agreement shall revert to the City of Murfreesboro.
8. **Compliance with applicable laws**: The Subrecipient must comply with all other applicable statutes, regulations, and Executive orders, and the Subrecipient shall provide for compliance with the Settlement Funds Final Agreement, any implementing regulations, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

#### **IV. ASSIGNMENTS**

1. **Assignability**: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. **Subcontracting/Third Party Contracts**: The Subrecipient agrees to furnish the City with a copy of any and all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third-party contracts or subcontracts funded under the Settlement Funds Final Agreement program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

#### **V. AUDITS AND INSPECTIONS**

1. **Audits and Inspections**: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Finance & Tax Department of the City of Murfreesboro. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of [2 CFR § 200.300 through 200.309](#) and [Subpart F](#). If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Finance Department personnel or duly authorized auditors; by including appropriate clauses in all of its subcontracts.

## VI. SUBRECIPIENT RESPONSIBILITIES

1. **Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Tennessee and local governments.
2. **Non-Municipal Personnel and Services:** All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City.

## VII. DOCUMENTATION AND RECORD KEEPING

**Establishment and Maintenance of Records:** The Subrecipient shall establish and maintain records of all actions, and accurate books of accounts for all funds received and disbursed with full documentation to substantiate each transaction. If the Subrecipient should go out of existence, custody of the records with respect to all matters covered by this Agreement shall be assigned and transferred to the City.

1. **Record Requirements:** The Subrecipient shall maintain all records required by the Federal regulations specified in [2 CFR Part 200, Subpart D](#), and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
  - a. Records providing a full description of each activity undertaken;
  - b. Records demonstrating that each activity undertaken meets the list of Opioid Remediation Uses under Schedule A and Schedule B of Exhibit E in the Final Agreement dated March 25, 2022;
  - c. Financial records that document all transactions and that can be properly documented and audited;
  - d. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;
  - e. Copies of all third party or subcontracts; and
  - f. Detailed records on the Subrecipient's organization, financial and administrative systems, and the specific Settlement funded project(s) or activities.
2. **Retention of and Access to Records:** The Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City for a period of three years from the date of submission of the final expenditure report to the City of Murfreesboro. Records for real property and equipment acquired with funds under this Agreement shall be retained for three years after final disposition. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient agrees that the City, or any of their authorized representatives has access to and the right to examine all documents, papers, or other records which are pertinent to this Agreement, in order to make examinations, excerpts and transcripts. The right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City to ensure compliance with this Agreement and with all local, state, and Federal regulations.

3. **Documentation of Costs:** All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

## VIII. PROCUREMENT

The Subrecipient must have and use documented procurement procedures, consistent with Federal, State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. If the Subrecipient does not have documented procurement procedures, they must follow the City's procurement policy.

## IX. PERFORMANCE AND FINANCIAL REPORTING

The Subrecipient is required to submit performance and financial reports on or before July 15, 2024.

With reasonable notice given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement to satisfy compliance with any requirement of this Agreement.

## X. PROGRAM MONITORING

1. **General:** All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring (hereinafter the "Auditor"). This includes, but is not limited to, performance records and interviews with the Subrecipient staff, as required by the City.

City personnel or the designated Auditor will also make field inspections at the office/job site(s), as necessary, including but not limited to the following:

- a. The Subrecipient fails to take recommended corrective action;
  - b. Projects are at high risk of error for activities that serve large number of people;
  - c. Projects are at high risk based on the amount of funds involved.
2. **Financial Monitoring:** City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents and financial reports submitted to the City and on-site. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule on-site visits.

## XI. TERMINATION, SANCTIONS AND CLOSEOUTS

1. **Termination:** In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part. The City may also terminate this Agreement for convenience.

In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, when termination is due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;

- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

- 2. **Imposition of Sanctions:** The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of the grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Subrecipient to return funds already received, or barring the Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the City complies with requirements of **Section 13.1** and the Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.
- 3. **Closeout:** The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, account for any real or personal property acquired, and determining the custodianship of records. Closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.

## XII. TAXES

The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

## XIII. MISCELLANEOUS CLAUSES AND NOTICES

- 1. **Terms Herein Controlling Provisions:** The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
- 2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Tennessee. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Rutherford County, Tennessee.
- 3. **Disclaimer of Liability:** City shall not hold harmless or indemnify Subrecipient beyond that liability incurred under the Tennessee Governmental Tort Liability Act (T.C.A. §29-20-101 *et seq.*).
- 4. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 5. **Arbitration, Damages, Jury Trial and Warranties:** The Subrecipient and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void. The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement.

The City does not consent to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Subrecipient waives its right to a jury trial to resolve any disputes that may arise

hereunder.

No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

6. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Tennessee Governmental Tort Liability Act (T.C.A. §29-20-101 et seq.), Subrecipient shall bear the risk of any loss or damage to any personal property to which Subrecipient holds title.
7. **Dissemination of Information:** The Subrecipient, at such times and in such forms as the City may require, shall furnish to the City, such statements, records, reports, data and information the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in the Tennessee Public Records Act (T.C.A. §10-7-503 et seq.).
8. **Identification of Documents and Projects:** All projects, reports, maps, news releases and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Murfreesboro", then name of the Subrecipient, and, in the case of written material, the month and year of preparation.
9. **Compliance with Law.** Subrecipient shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
10. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Subrecipient and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
11. **Independent Contractor:** The parties agree that the relationship between the Subrecipient and the City shall be that of an independent contractor. No employee or agent of the Subrecipient shall be considered an employee of the City and this Agreement in no manner shall be construed to be that of a partnership between the parties.

#### **XIV. APPENDICES**

All Appendices, as listed below and referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Part A – Agreement
- Part B – Subrecipient Information, Project Scope, and Timeline
- Part C – Project Budget
- Part D – Duplication of Benefits Certification

**XVIII. AUTHORIZATION TO ENTER INTO CONTRACT**

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

**SUBRECIPIENT**

**CITY OF MURFREESBORO**

\_\_\_\_\_  
Dr. Bobby N. Duke, III  
Director of Schools

\_\_\_\_\_  
Shane McFarland, Mayor

Date:  
\_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Adam F. Tucker, City Attorney

## PART B

### SUBRECIPIENT INFORMATION, PROJECT SCOPE, AND TIMELINE

#### I. SUBRECIPIENT INFORMATION

**Subrecipient:** Murfreesboro City School District  
**SAM UEI:** D23MHJLC95J9  
**Funding Source:** National Opioid Litigation Settlement Fund  
**Award Amount:** \$140,935.00  
**Address:** 2552 South Church St.  
**City:** Murfreesboro  
**State:** Tennessee  
**Zip Code + 4:** **37129-6342**

**Contact Person:** Kim Williams, Director of Finance  
**Contact Email:** Kim.Williams@cityschools.net  
**Contact Phone:** 615-893-2313

#### II. PROJECT SCOPE

##### Opioid Prevention Goals 2023-24

As part of a multi-year process, Murfreesboro City Schools will prevent the misuse of opioids by addressing mental health needs of students and increasing awareness to mental health services and supports for families. The majority of funds will be utilized to provide two mental health counselors.

**Objective 1:** MCS will offer an evidence-based mental health curriculum to students including emotional modulation and resilience skills.

*Measurement:* This will be measured by the number of students in small groups at each participating school. A pretest and posttest will be given to evaluate the effectiveness of the curriculum.

Action Steps: (Coordinator of Behavior Support)

- Select and purchase an evidence-based curriculum for school counselors to address the mental health needs of students (Tier 2) who may be at future risk of misusing opioids or other drugs
- Offer virtual training for school counselors on curriculum implementation
- Conduct a pretest and posttest on participants

**Objective 2:** Murfreesboro City Schools will prevent the misuse of opioids by increasing awareness to mental health services and support for families by offering community partners the opportunity to visit with families during our school events and sharing public service announcements on MCS social media platforms.

*Measurement:* This will be measured by attendance at school events, number of opportunities per year, and school climate survey relevant questions.

Action Steps: (Coordinated School Health)

- Meet with community partners and those involved to discuss grant and implementation plans.  
Partners: Murfreesboro City Government, Prevention Coalition for Success, Rutherford County Health Department, MPD SRO's, Rutherford Opioid Board, MCS School Board, Child Advocacy Center, Counselors, Social Workers, Outreach, Communications
- Select and purchase a portable retractable banner with an affirmative public education campaign pertaining to mental health
- Send and invite community partners to in-person school events for families and provide them with a space to provide health education pertaining to mental health
- Collect and report attendance at school events and number of opportunities per year

**PART C**  
**Program BUDGET**

<b>Opioid Prevention</b>			
<b>Needs:</b>	<b>Description</b>	<b>Costs</b>	<b>Notes</b>
<b>Staffing</b>	<b>2 mental health counselors</b>	<b>\$130,000.00</b>	<b>STARS</b>
<b>Curriculum (tier 2)</b>	<b>School &amp; Community Programs Mental Health Skill-Building</b>	<b>\$10,550.00</b>	<b>Counselors/small groups</b>
<b>Retractable Banner</b>	<b>Easy Signs</b>	<b>\$150.00</b>	<b>School Events</b>
<b>Tablecloth</b>	<b>Easy Signs</b>	<b>\$200.00</b>	<b>School Events</b>
<b>Folding table</b>	<b>Amazon</b>	<b>\$35.00</b>	<b>School Events</b>
<b>Total</b>		<b>\$140,935.00</b>	

**PART D**  
**DUPLICATION OF BENEFITS CERTIFICATION**

*To be submitted by the Subrecipient with its reimbursement requests.*

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, Murfreesboro City Schools, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Murfreesboro (City) has relied on such information to award assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all funds must be repaid to the City in the event that it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

\_\_\_\_\_  
Month of Reimbursement Request

\_\_\_\_\_  
Signature of Murfreesboro City Schools  
Signing Agent

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**To: Board of Education**

**RE: Approval of Resolution for Opioid Settlement Fund**

**Board Meeting Date: May 23, 2023**

The attached resolution recognizes that the distribution of \$140,935 in opioid settlement funds from the City of Murfreesboro to Murfreesboro City Schools (MCS) constitutes a one-time appropriation from the City General Fund to the MCS General Purpose Schools fund for Fiscal Year 2024.

Furthermore, the resolution states that this transfer will not increase or otherwise affect the City's Maintenance of effort obligation under state law.

MCS will utilize these funds as outlined in the subrecipient agreement.

**MURFREESBORO CITY BOARD OF EDUCATION RESOLUTION  
OPIOID SETTLEMENT FUND**

**WHEREAS**, the Murfreesboro City Council authorized the City of Murfreesboro's participation in the Tennessee State-Subdivision Opioid Agreement through Resolution 21-R-37; and

**WHEREAS**, to date, the City of Murfreesboro has received settlement funds in the amount of \$140,935; and

**WHEREAS**, on [DATE], the Murfreesboro City Council obligated settlement funds to Murfreesboro City Schools (MCS) in the amount of \$140,935.00 for the execution of opioid prevention programming; and

**WHEREAS**, MCS and the Board acknowledge that this donation would constitute a one-time appropriation from the City General Fund to the MCS General Purpose Schools fund for Fiscal Year 2024 and that as such this transfer would not increase or otherwise affect the City's Maintenance of effort obligation under state law; and

**NOW, THEREFORE BE IT RESOLVED**, that the Board requests the City to make a one-time appropriation in the amount of \$140,935.00 from the City General Fund to Murfreesboro City Schools General Purpose Schools fund to be used to employ Mental Health Professionals who provide evidence-based mental health opioid prevention curriculum to students.

Adopted and approved this 23<sup>rd</sup> day of May, 2023 Yeas: 7 Nays: 0

  
\_\_\_\_\_  
Butch Campbell, Chairman


  
\_\_\_\_\_  
Jimmy Richardson, Vice Chair

  
\_\_\_\_\_  
Wesley Ballard

  
\_\_\_\_\_  
David Settles

  
\_\_\_\_\_  
Amanda Moore

  
\_\_\_\_\_  
Karen Dodd

  
\_\_\_\_\_  
Barbara Long

  
\_\_\_\_\_  
Dr. Bobby N. Duke, III, Director of Schools

**To: Board of Education**

**RE: FY24 General Purpose Schools – Opioid Settlement Funds**

**Board Meeting Date: May 23, 2023**

This amendment budgets an additional \$140,935 in the FY24 General Purpose Schools fund to recognize the City's transfer of funds for the FY24 Opioid Settlement agreement.

The Opioid Settlement funds will be used to contract with mental health counselors and provide related materials and supplies to support mental health programs.

Revised FY24 Revenues total \$100,885,186 and revised FY24 Expenditures total \$104,761,633. There is no change to the fund balance of \$3,876,447.

The General Purpose Schools budget was approved by the Board on April 25, 2023.

Murfreesboro City Schools Budget Amendment

General Purpose Schools Fund 141  
Fiscal Year 2023-2024

BOE Approved May 23, 2023

Opioid Settlement Transfer - Adjustment to FY24 GPS Budget

Account Number	ACCOUNT DESCRIPTION	BUDGET	AMENDED	AMENDMENT INCREASE
		PASSED	BUDGET	(DECREASE)
<u>Revenues</u>				
141 R 49830	Operating Transfer - Opioid Settlement	-	140,935	140,935
Total Increase in Revenues		\$ -	\$ 140,935	\$ 140,935
Total FY24 Revenues		\$ 100,744,251	\$ 100,885,186	
<u>Expenditures</u>				
141 E 72130 399	Other Student Support - Contracts	35,000	165,000	130,000
141 E 72130 499	Other Student Support - Materials	30,000	40,935	10,935
Total Increase in Expenditures		\$ 65,000	\$ 205,935	\$ 140,935
Total FY24 Expenditures		\$ 104,620,698	\$ 104,761,633	
CHANGE IN FUND BALANCE (CASH)		\$ 3,876,447	\$ 3,876,447	-

This amendment budgets an additional \$140,935 in the FY24 General Purpose Schools fund to recognize the City's transfer of funds for the FY24 Opioid Settlement agreement. Revised Revenues total \$100,885,186 and revised Expenditures total \$104,761,633. There is no change to fund balance of \$3,876,447.

Funds will be used to contract with mental health counselors and provide related materials and supplies to support mental health programs.

The General Purpose Schools budget was approved by the Board on April 25, 2023.

*Jim Luciani* *5-18-2023*  
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<i>Bobby Duke III</i>	<i>5/18/23</i>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

**To: Board of Education**

**RE: FY23 General Purpose Schools Inter-Fund Budget Transfer**

**Board Meeting Date: May 23, 2023**

The Finance Director requests Board approval to transfer previously approved funds within the same major budget category.

This amendment transfers a total of \$733,415 to recognize changes in preliminary salary and benefit budget estimates to projected year-end actuals. Increases include three vacation pay-outs, sub costs, utilities, additional maintenance projects, overtime for hourly transportation employees to cover bus routes, and the increase in bus parts. This amendment transfers the \$1,000 CEO supplement from Training to Career Ladder to align with the State's end of year Career Ladder Report.

All increases are covered with savings in other line items within the same major budget category. There are no new revenues or expenditures, no new positions, 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

May 23, 2023

Expenditure Accounts	Description	Increase	Decrease
141 E 71100 116	TEACHERS		46,000
141 E 71100 117	CAREER LADDER PROGRAM	6,000	
141 E 71100 195	SUBSTITUTE TEACHERS	40,000	
141 E 71100 201	SOCIAL SECURITY		27,000
141 E 71100 204	STATE RETIREMENT	50,000	
141 E 71100 207	MEDICAL INSURANCE	27,000	
141 E 71100 217	RETIREMENT - HYBRID		50,000
141 E 71100 599	OTHER CHARGES		1,727
141 E 71100 722	REGULAR INSTRUCTION EQUIPMENT	1,727	
<b>Total Regular Education</b>		<b>\$ 124,727</b>	<b>\$ 124,727</b>
141 E 71200 116	TEACHERS		126,000
141 E 71200 163	EDUCATIONAL ASSISTANTS	26,000	
141 E 71200 195	SUBSTITUTE TEACHERS	100,000	
141 E 71200 201	SOCIAL SECURITY		9,500
141 E 71200 299	OTHER FRINGE BENEFITS	9,500	
141 E 71200 312	CONTRACTS W/PRIVATE AGENCIES	60,000	
141 E 71200 399	OTHER CONTRACTED SERVICES		60,000
<b>Total Special Education</b>		<b>\$ 195,500</b>	<b>\$ 195,500</b>
141 E 72120 189	OTHER SALARIES & WAGES		200
141 E 72120 399	OTHER CONTRACTED SERVICES	7,600	
141 E 72120 499	OTHER SUPPLIES & MATERIALS		7,400
<b>Total Health Services</b>		<b>\$ 7,600</b>	<b>\$ 7,600</b>
141 E 72130 204	STATE RETIREMENT	12,950	
141 E 72130 207	MEDICAL INSURANCE		8,200
141 E 72130 217	RETIREMENT - HYBRID		4,750
<b>Total Other Student Support Services</b>		<b>\$ 12,950</b>	<b>\$ 12,950</b>
141 E 72210 129	LIBRARY/MEDIA SPECIALISTS		11,233
141 E 72210 189	OTHER SALARIES	11,233	
141 E 72210 204	STATE RETIREMENT		500
141 E 72210 207	MEDICAL INSURANCE		1,125
141 E 72210 217	RETIREMENT - HYBRID	500	
141 E 72210 299	OTHER FRINGE BENEFITS	1,125	
141 E 72210 355	TRAVEL		20
141 E 72210 399	OTHER CONTRACTED SERVICES	20	
<b>Total Regular Instruction Program</b>		<b>\$ 12,878</b>	<b>\$ 12,878</b>
141 E 72220 124	PSYCHOLOGICAL PERSONNEL		12,200
141 E 72220 131	MEDICAL PERSONNEL/COTA'S	12,200	
141 E 72220 204	STATE RETIREMENT	2,205	
141 E 72220 207	MEDICAL INSURANCE		2,100
141 E 72220 217	RETIREMENT - HYBRID		2,205
141 E 72220 299	OTHER FRINGE BENEFITS	2,100	
<b>Total Special Education Program</b>		<b>\$ 16,505</b>	<b>\$ 16,505</b>
141 E 72250 470	CABLING	6,653	
141 E 72250 709	DATA PROCESSING EQUIPMENT		6,653
<b>Total Technology</b>		<b>\$ 6,653</b>	<b>\$ 6,653</b>

Expenditure Accounts	Description	Increase	Decrease
141 E 72320 117	CAREER LADDER	1,000	
141 E 72320 196	INSERVICE TRAINING		1,000
<b>Total Director of Schools</b>		<b>\$ 1,000</b>	<b>\$ 1,000</b>
141 E 72410 207	MEDICAL INSURANCE		1,500
141 E 72410 217	RETIREMENT - HYBRID	1,500	
<b>Total Office of Principal</b>		<b>\$ 1,500</b>	<b>\$ 1,500</b>
141 E 72510 207	MEDICAL INSURANCE		375
141 E 72510 299	OTHER FRINGE BENEFITS	375	
141 E 72510 355	TRAVEL		600
141 E 72510 524	INSERVICE/STAFF DEVELOPMENT	600	
<b>Total Finance</b>		<b>\$ 975</b>	<b>\$ 975</b>
141 E 72520 105	SUPERVISOR/DIRECTOR	7,907	
141 E 72520 189	OTHER SALARIES & WAGES		7,907
141 E 72520 207	MEDICAL INSURANCE		600
141 E 72520 299	OTHER FRINGE BENEFITS	600	
141 E 72520 524	INSERVICE/STAFF DEVELOPMENT	1,000	
141 E 72520 599	OTHER CHARGES		1,000
<b>Total Human Resources</b>		<b>\$ 9,507</b>	<b>\$ 9,507</b>
141 E 72610 166	CUSTODIAL PERSONNEL		70,000
141 E 72610 201	SOCIAL SECURITY		10,000
141 E 72610 204	STATE RETIREMENT		60,000
141 E 72610 207	MEDICAL INSURANCE		20,000
141 E 72610 410	CUSTODIAL SUPPLIES		39,620
141 E 72610 415	ELECTRICITY	100,000	
141 E 72610 434	NATURAL GAS	120,000	
141 E 72610 451	UNIFORMS		5,850
141 E 72610 501	BOILER INSURANCE		4,000
141 E 72610 524	INSERVICE/STAFF DEVELOPMENT		1,500
141 E 72610 599	OTHER CHARGES		5,530
141 E 72610 790	OTHER EQUIPMENT		3,500
<b>Total Operation of Plant</b>		<b>\$ 220,000</b>	<b>\$ 220,000</b>
141 E 72620 167	MAINTENANCE PERSONNEL		10,000
141 E 72620 335	MAINT. & REPAIR BUILDINGS	56,200	
141 E 72620 336	MAINT. & REPAIR EQUIPMENT		50,000
141 E 72620 451	UNIFORMS	2,500	
141 E 72620 499	OTHER SUPPLIES & MATERIALS	15,000	
141 E 72620 524	INSERVICE/STAFF DEVELOPMENT		8,700
141 E 72620 599	OTHER CHARGES	15,000	
141 E 72620 701	ADMINISTRATION EQUIPMENT		10,000
141 E 72620 717	MAINTENANCE EQUIPMENT		10,000
<b>Total Maintenance of Plant</b>		<b>\$ 88,700</b>	<b>\$ 88,700</b>
141 E 72710 142	MECHANIC(S) SALARY	18,000	
141 E 72710 142	BUS DRIVERS SALARY		18,000
141 E 72710 162	CLERICAL PERSONNEL	8,000	
141 E 72710 189	OTHER SALARIES & WAGES (Bus Aides)		8,000
141 E 72710 453	VEHICLE PARTS	8,500	
141 E 72710 524	INSERVICE/STAFF DEVELOPMENT		3,500
141 E 72710 729	TRANSPORTATION EQUIPMENT		5,000
<b>Total Transportation</b>		<b>\$ 34,500</b>	<b>\$ 34,500</b>
141 E 73300 204	STATE RETIREMENT		420
141 E 73300 207	MEDICAL INSURANCE	250	
141 E 73300 217	HYBRID RETIREMENT	170	
<b>Total Community Services</b>		<b>\$ 420</b>	<b>\$ 420</b>
<b>Total Expenditures</b>		<b>\$ 733,415</b>	<b>\$ 733,415</b>



**To: Board of Education**

**RE: FY23 Extended School Program (ESP) Fund Transfer**

**Board Meeting Date: May 23, 2023**

The Finance Director requests Board approval to transfer previously approved funds totaling \$8,300 in the ESP fund.

This amendment transfers \$8,200 to employee retirement and insurance accounts from savings in unemployment compensation, and transfers \$100 from Electricity to Water and Sewer.

There is no change to Fund Balance.

# Murfreesboro

City Schools

## INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2023 Extended School Program (ESP) Fund 146: Year-End Clean up

Account	Description	Increase	Decrease
146 E 73300 204	State Retirement	2,500	
146 E 73300 206	Life Insurance	300	
146 E 73300 207	Medical Insurance	4,500	
146 E 73300 208	Dental Insurance	500	
146 E 73300 210	Unemployment Compensation		8,200
146 E 73300 217	Retirement - Hybrid	400	
146 E 73300 415	Electricity		100
146 E 73300 454	Water and Sewer	100	
<b>Total</b>		\$ 8,300	\$ 8,300

Explanation: To transfer \$8,200 in previously approved funds within the employee Benefits line-items from savings in Unemployment Compensation, and to transfer \$100 from Electricity to Water and Sewer.

Kim Williams

Reviewed by Finance Director/Finance Manager

5-16-2023

Date

Approved

Bobby W. Duckett III

Director of Schools

Date

Declined

**To: Board of Education**

**RE: Approval of 2023-2024 Board Meeting Calendar**

**Board Meeting Date: May 23, 2023**

Staff is presenting the proposed 2023-2024 board meeting schedule for board approval.

Currently, regular meetings are scheduled for the second and fourth Tuesdays of the month, with both meetings being held in the Council Chambers of City Hall. However, the attached proposed schedule recommends that the first regular board meeting of the month be held at the MCS Administrative offices and the second meeting to be held in the Council Chambers of City Hall with the exception of August and January.

If there is only one meeting scheduled for the month, that meeting will be held at City Hall.

This schedule includes three pre-determined work sessions:

- August 22, 2023
- April 9, 2024
- April 16, 2024

The schedule includes a day long board retreat on Saturday, January 27, 2024.

This schedule does not include any special called board meetings or other work sessions that may be deemed necessary for the operation of the school system.

**MURFREESBORO CITY SCHOOL BOARD  
2023-2024 MEETING SCHEDULE**

All regularly scheduled Murfreesboro City School Board meetings will be held on the **second and fourth Tuesdays** of each month beginning at **6:00 p.m.** unless otherwise stated.

The first meeting of the month will be held at the Administrative Offices of Murfreesboro City Schools, 2552 S. Church Street, Murfreesboro, Tennessee, and the second meeting of the month will be held in the Council Chambers at City Hall, 111 West Vine Street, Murfreesboro, Tennessee unless otherwise stated.

If circumstances require a change in time, venue, or an additional special meeting, an advertisement with specific information will be placed with the media.

<b>July 25 at City Hall</b> Regular Board Meeting	<b>Saturday, January 27 at MCS Administrative Offices</b> Board Retreat 8:00 a.m.-4:00 p.m.
<b>August 8 at City Hall</b> Regular Board Meeting	<b>February 13 at MCS Administrative Offices</b> Regular Board Meeting
<b>August 22 at MCS Administrative Offices</b> Regular Board Meeting 5:00 p.m.-5:30 p.m. Board Work Session 5:30 p.m.-8:00 p.m.	<b>February 27 at City Hall</b> Regular Board Meeting
<b>September 12 at MCS Administrative Offices</b> Regular Board Meeting	<b>March 12 at City Hall</b> Regular Board Meeting
<b>September 26 at City Hall</b> Regular Board Meeting	<b>March 26</b> <b>No meeting scheduled due to spring break</b>
<b>October 10 at MCS Administrative Offices</b> Regular Board Meeting	<b>April 9 (4:00-8:00) and April 16 (4:00-8:00)</b> Regular Board Meeting/Budget Work Session at <b>MCS Administrative Offices</b>
<b>October 24 at City Hall</b> Regular Board Meeting	<b>April 30 at City Hall **5<sup>th</sup> Tuesday due to budget</b> Regular Board Meeting
<b>November 14 at MCS Administrative Offices</b> Regular Board Meeting	<b>May 14 at MCS Administrative Offices</b> Regular Board Meeting
<b>November 28 at City Hall</b> Regular Board Meeting	<b>May 28 at City Hall</b> Regular Board Meeting
<b>December 12 at City Hall</b> Regular Board Meeting	<b>June 11 at MCS Administrative Offices</b> Regular Board Meeting
<b>January 9 at City Hall</b> Regular Board Meeting	<b>June 25 at City Hall</b> Regular Board Meeting

**COMPARISON OF BUDGET TOTALS**  
**July 1, 2022 Through April 30, 2023**

<b>TOTAL INCOME</b>	<b>7/1/22 - 4/30/23</b>	<b>\$</b>	<b>83,817,198</b>
<b>TOTAL EXPENSES</b>	<b>7/1/22 - 4/30/23</b>		<b><u>72,014,720</u></b>
	<b>NET INCOME</b>	<b>4/30/23</b>	<b>\$ <u><u>11,802,478</u></u></b>

**YEAR-TO-DATE REVENUE COMPARISON**

APRIL 2023

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	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	15,779,823	79,823	100.5%	15,000,000	14,923,058	(76,942)	99.5%
2	40210-Local Option Sales Tax	13,021,844	10,544,184	(2,477,660)	81.0%	14,300,000	11,545,976	(2,754,024)	80.7%
3	40000-41110-Other County Rev	1,705,000	1,252,262	(452,738)	73.4%	1,761,800	1,316,960	(444,840)	74.8%
4	43300-44000-Other Local Revenue	1,792,500	433,609	(1,358,891)	24.2%	955,926	645,847	(310,079)	67.6%
5	46310-Health Department Programs	-	-	-	N/A	142,600	-	(142,600)	0.0%
6	46511-Basic Educ. Program	48,115,000	43,356,600	(4,758,400)	90.1%	52,851,000	47,705,400	(5,145,600)	90.3%
7	46515-Early Childhood Ed.	1,063,812	695,694	(368,118)	65.4%	1,063,812	690,756	(373,056)	64.9%
8	46530-Energy Efficient Sch	-	-	-	N/A	-	-	-	N/A
9	46590-Other State Education	1,689,401	358,442	(1,330,959)	21.2%	-	-	-	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	84,053	(15,947)	84.1%	100,000	77,364	(22,636)	77.4%
13	46595-Family Resource	29,600	24,059	(5,541)	81.3%	29,600	22,209	(7,391)	75.0%
14	46800-46990-Other State Revenue	227,419	61,056	(166,363)	26.8%	302,513	79,672	(222,841)	26.3%
15	47000- Federal Funds	1,007,488	225,323	(782,165)	22.4%	25,000	18,336	(6,664)	73.3%
16	49100-49800 Bond & City Transfers	477,720	18,506	(459,215)	3.9%	450,000	-	(450,000)	0.0%
17	49810-Approp./City Gen. Fund	7,885,103	6,570,919	(1,314,184)	83.3%	7,885,103	6,570,919	(1,314,184)	83.3%
18	49820-Operating Transfers	863,138	-	(863,138)	0.0%	500,000	180,393	(319,607)	36.1%
	<b>TOTALS</b>	<b>\$ 93,760,025</b>	<b>\$79,451,316</b>	<b>\$ (14,308,709)</b>	<b>84.7%</b>	<b>\$95,449,354.00</b>	<b>\$ 83,817,198</b>	<b>\$ (11,632,156)</b>	<b>87.8%</b>

YEAR-TO-DATE EXPENDITURE COMPARISON

APRIL 2023

PAGE 1

	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	37,089,816	(16,316,027)	69.4%	52,513,501	\$ 38,825,866	(13,687,635)	73.9%
2	71200-Sp. Ed. Instruction	10,493,199	7,360,537	(3,132,662)	70.1%	11,069,380	8,024,900	(3,044,480)	72.5%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	101,955	81,627	(20,328)	80.1%	182,175	131,393	(50,782)	72.1%
5	72120-Health Services	350,470	120,340	(230,130)	34.3%	594,620	312,397	(282,223)	52.5%
6	72130-Guidance	2,664,745	1,886,634	(778,111)	70.8%	3,310,196	2,281,003	(1,029,193)	68.9%
7	72210-Reg. Instr. Support	2,337,484	1,668,003	(669,481)	71.4%	2,381,727	1,720,787	(660,940)	72.2%
8	72220-Sp. Ed. Support	1,763,075	1,256,078	(506,997)	71.2%	1,826,392	1,307,355	(519,037)	71.6%
9	72250-Technology	2,092,276	1,627,285	(464,991)	77.8%	2,464,180	1,842,946	(621,234)	74.8%
10	72310-Bd. Of Education	1,739,801	1,154,260	(585,541)	66.3%	1,751,350	1,539,268	(212,082)	87.9%
11	72320-Office of Supt.	433,002	300,845	(132,157)	69.5%	423,750	313,192	(110,558)	73.9%
12	72410-Office of Principal	4,987,241	3,848,715	(1,138,526)	77.2%	5,164,780	3,959,361	(1,205,419)	76.7%
13	72510-Fiscal Services	556,510	448,546	(107,964)	80.6%	754,345	601,804	(152,541)	79.8%
14	72520-Personnel Services	497,494	389,715	(107,779)	78.3%	505,320	374,558	(130,762)	74.1%
15	72610-Oper. Of Plant	6,534,981	4,754,504	(1,780,477)	72.8%	6,691,130	4,736,009	(1,955,121)	70.8%
16	72620-Maint. Of Plant	2,938,194	1,545,928	(1,392,266)	52.6%	3,092,033	1,935,209	(1,156,824)	62.6%
17	72710-Pupil Transp.	4,087,128	2,620,154	(1,466,974)	64.1%	3,783,120	2,737,107	(1,046,013)	72.4%
18	73300-Community Service	587,955	356,152	(231,803)	60.6%	444,655	318,933	(125,722)	71.7%
19	73400-Early Childhood Educ.	1,240,007	838,488	(401,519)	67.6%	1,166,640	755,483	(411,157)	64.8%
20	76100-Reg. Cap. Outlay	130,000	72,847	(57,153)	56.0%	130,000	59,547	(70,453)	45.8%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	350,900	278,175	(72,725)	79.3%	776,800	237,603	(539,197)	30.6%
	<b>TOTALS</b>	<b>97,292,260</b>	<b>67,698,645</b>	<b>\$ (29,593,615)</b>	<b>69.6%</b>	<b>99,026,094</b>	<b>72,014,720</b>	<b>\$ (27,011,374)</b>	<b>72.7%</b>

## Enrollment Period 8 - 04/12/2023 to 05/09/2023

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS
Black Fox	732	40			41			813
Bradley	347							347
Cason Lane	702		25	12	30			769
Discovery	387							387
Erma Siegel	756		20	10	29		4	819
Hobgood	608	76						684
John Pittard	725	39	30	10	28			832
Mitchell-Neilson	548	39	40	11		13		651
Northfield	599	40	21	11	35			706
Overall Creek	944				9			953
Reeves-Rogers	355							355
Salem	961				14			975
Scales	1022				38			1060
								9351

Total Growth Over Last Year	
End of 2021-2022 -----	<b>9420</b>
Growth from 21-22 to 22-23 ---	<b>-69</b>

K-6 Funded Growth Over Last Year	
End of 2021-2022 -----	<b>8940</b>
Growth from 21-22 to 22-23 ---	<b>-13</b>

K-6 Funded Growth by Reporting Period	
Period 8 2021-2022 -----	<b>8982</b>
Growth from 21-22 to 22-23 ---	<b>-55</b>

Average Attendance Percentage
95.0%

<b>Totals</b>	<b>8686</b>	<b>234</b>	<b>136</b>	<b>54</b>	<b>224</b>	<b>13</b>	<b>4</b>	<b>9351</b>
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
BEP Funded	8686				224	13	4	8927
Non-BEP Funded		234	136	54				424

## PTR Period 8 - 04/12/2023 to 05/09/2023

	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	
<b>Black Fox</b>	111	6	18.50	145	8	18.13	103	6	17.17	109	6	18.17	468	26	18.00	106	5	21.20	92	5	18.40	66	4	16.50	264	14	18.86	<b>732</b>
<b>Bradley</b>	61	3	20.33	48	3	16.00	46	3	15.33	56	3	18.67	211	12	17.58	57	3	19.00	46	3	15.33	33	2	16.50	136	8	17.00	<b>347</b>
<b>Cason Lane</b>	131	7	18.71	113	6	18.83	106	6	17.67	101	5	20.20	451	24	18.79	101	5	20.20	105	5	21.00	45	2	22.50	251	12	20.92	<b>702</b>
<b>Discovery</b>	60	3	20.00	60	3	20.00	60	3	20.00	60	3	20.00	240	12	20.00	64	3	21.33	66	3	22.00	17	1	17.00	147	7	21.00	<b>387</b>
<b>Erma Siegel</b>	112	6	18.67	135	7	19.29	120	6	20.00	124	7	17.71	491	26	18.88	119	6	19.83	132	6	22.00	14	1	14.00	265	13	20.38	<b>756</b>
<b>Hobgood</b>	99	5	19.80	100	5	20.00	98	6	16.33	92	5	18.40	389	21	18.52	84	4	21.00	76	4	19.00	59	3	19.67	219	11	19.91	<b>608</b>
<b>John Pittard</b>	106	6	17.67	107	6	17.83	106	6	17.67	117	6	19.50	436	24	18.17	126	6	21.00	121	6	20.17	42	2	21.00	289	14	20.64	<b>725</b>
<b>Mitchell-Neilson</b>	103	6	17.17	69	4	17.25	88	4	22.00	73	5	14.60	333	19	17.53	84	5	16.80	89	5	17.80	42	2	21.00	215	12	17.92	<b>548</b>
<b>Northfield</b>	98	5	19.60	102	6	17.00	88	5	17.60	108	6	18.00	396	22	18.00	107	5	21.40	75	4	18.75	21	1	21.00	203	10	20.30	<b>599</b>
<b>Overall Creek</b>	128	7	18.29	152	8	19.00	148	8	18.50	153	8	19.13	581	31	18.74	160	7	22.86	165	8	20.63	38	2	19.00	363	17	21.35	<b>944</b>
<b>Reeves-Rogers</b>	51	3	17.00	54	3	18.00	65	4	16.25	67	4	16.75	237	14	16.93	62	3	20.67	56	3	18.67				118	6	19.67	<b>355</b>
<b>Salem</b>	155	9	17.22	152	8	19.00	158	8	19.75	160	8	20.00	625	33	18.94	135	7	19.29	149	8	18.63	52	3	17.33	336	18	18.67	<b>961</b>
<b>Scales</b>	163	8	20.38	176	9	19.56	142	7	20.29	173	8	21.63	654	32	20.44	148	7	21.14	153	7	21.86	67	3	22.33	368	17	21.65	<b>1022</b>
<b>Totals by Grade</b>	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade			<b>8686</b>						
	1378	74	18.62	1413	76	18.59	1328	72	18.44	1393	74	18.82	1353	66	20.50	1325	67	19.78	496	26	19.08	<b>Total K-6</b>						

Regular Education PTR			Pupils	Teachers	PTR
Kindergarten thru Third Grade	-----		5512	296	18.62
Fourth Grade thru Sixth Grade	-----		3174	159	19.96
District Totals			8686	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
<b>Black Fox</b>	2	1	4	7	18				
<b>Bradley</b>	2	2	4	7	3				
<b>Cason Lane</b>	7	12	14	31	41				
<b>Discovery</b>					1				
<b>Erma Siegel</b>			3	3	7				
<b>Hobgood</b>		2	9	9	25				
<b>John Pittard</b>	2	9	22	29	28				
<b>Mitchell-Neilson</b>	5	3	11	19	28				
<b>Northfield</b>	2	4	7	12	14				
<b>Overall Creek</b>		1	1	1	2				
<b>Reeves-Rogers</b>			4	6	9				
<b>Salem</b>	6	6	9	18	18				
<b>Scales</b>			3	9	15				
<b>TOTALS</b>	26	40	91	151	209	-	-	-	-

## 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
<b>Black Fox</b>	165	119	123	133	117	112	121	104	
<b>Bradley</b>	94	84	87	76	69	69	50	45	
<b>Cason Lane</b>	210	207	199	180	160	157	131	138	
<b>Discovery</b>	47	35	65	46	35	33	28	21	
<b>Erma Siegel</b>	151	120	112	119	95	92	81	71	
<b>Hobgood</b>	182	156	176	155	137	139	156	126	
<b>John Pittard</b>	153	153	139	139	116	131	132	113	
<b>Mitchell-Neilson</b>	156	121	169	144	131	136	143	108	
<b>Northfield</b>	178	137	156	112	100	103	107	91	
<b>Overall Creek</b>	179	126	132	122	100	92	77	65	
<b>Reeves-Rogers</b>	110	84	80	74	66	73	62	70	
<b>Salem</b>	180	159	155	140	121	131	114	107	
<b>Scales</b>	227	230	231	225	206	196	163	155	
	2032	1731	1824	1665	1453	1464	1365	1214	-

## Human Resources Personnel Report 04/19/2023-5/16/2023

### Certified Hires

none

### 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>
Quigley	Kate	4/28/2023	CLA/SA	ESL Teacher	N
Herod	Ashley	5/12/2023	MNS	SPED Teacher	Y

### 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>
Campbell	Ritch	4/27 - 5/26	ESE	2nd Grade Teacher	Allee Staggs
Pointer	Maleah	4/24-5/26	MNE	3rd Grade Teacher	Heather Curry

### Classified New Hires

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>	<u>Notes</u>
Versace	Stefani	4/20/2023	SHOP	Bus Driver	rehire
Taylor	Sharon	4/24/2023	CO	Payroll/Accountant	
Keefe	Nicole	4/27/2023	SC	SPED EA	sub to FT
Simmons	Laura	5/15/2023	CO	Technology Admin Asst	

### Classified Resignations/Retirements/Terminations

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>
Kubly	Cade	4/14/2023	SHOP	Groundskeeper
Jackson	Tyera	4/21/2023	NF	EA
Castle	April	4/21/2023	SHOP	Bus Driver
Smith	Wykela	4/25/2023	BF	SPED EA