

Board of Education Regular Meeting

February 9, 2021 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0	Chair Butch Campbell
III. COMMUNICATIONS Information Item	Mrs. Lisa Trail
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Becky Goff and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0	Chair Butch Campbell
A. Approval of 1-19-21 Board Minutes Consent Item	
B. Minor Change to Board Policy Consent Item	
i. Approval of Board Policy 5.105 Recruitment of Employees Consent Item	
ii. Approval of Board Policy 5.301 Emergency and Legal Leave Consent Item	
iii. Approval of Board Policy 5.307 Physical Assault Leave Consent Item	
iv. Approval of Board Policy 5.701 Substitute Teachers Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of the 2021-2022 School Calendar, Second Reading Action Item Motion to approve the 2021-2022 School Calendar on second reading. This motion, made by Jimmy Richardson III and seconded by Ms. Roseann Barton, passed.	Mr. Ralph Ringstaff

Yea: 7, Nay: 0	
<p>B. Approval of Board Policy 5. 200 Separation Practices or Tenured Teachers on First Reading Action Item</p> <p>Motion to approve Board Policy 5.200 Separation Practices for Tenured Teachers on first reading. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	Mr. Ralph Ringstaff
<p>C. Approval of Board Policy 5.201 Separation Practices for Non-Tenured Teachers on First Reading Action Item</p> <p>Motion to approve Board Policy 5.201 Separation Practices for Non-Tenured Teachers on first reading. This motion, made by Ms. Roseann Barton and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	Mr. Ralph Ringstaff
<p>D. Director's Contract Action Item</p> <p>Motion to approve the Director's Contract. This motion, made by Jimmy Richardson III and seconded by Ms. Becky Goff, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p>E. Approval of Open/Closed Zone Schools for 2021-2022 Action Item</p> <p>Motion to approve the open/closed zone schools for 2021-2022. This motion, made by Mr. David Settles and seconded by Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	Mr. Ralph Ringstaff
<p>F. Substitute Teacher Pay Action Item</p> <p>Motion to approve the substitute teacher pay proposal for the second half of 2020-2021. This motion, made by Ms. Roseann Barton and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0</p>	Mr. Ralph Ringstaff
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Butch Campbell
<p>A. Recognition of School Counselor Week February 1-5 Information Item</p>	Mr. Joe Marlin
<p>VII. OTHER BUSINESS Information Item</p>	Chair Butch Campbell
<p>VIII. ADJOURNMENT Action Item</p> <p>Motion to adjourn. This motion, made by Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

January 19, 2021 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item In attendance: Chair Butch Campbell, Vice Chair David Settles, Wes Ballard, Roseann Barton, Becky Goff, Amanda Moore, and Jimmy Richardson</p> <p>Staff: Ralph Ringstaff, Joe Marlin, Greg Lyles, Lisa Trail, Michael Smith, Sheri Arnette, Angela Fairchild, Caitlin Bullard, Quinena Bell, Kimberly Osborne, Trey Duke, Tammy Garrett, Beth Prater, Sandy Scheele,</p> <p>Assistant City Attorney Elizabeth Taylor and City Liaison Bill Shacklett</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Board Member Roseann Barton.</p>	
<p>B. Moment of Silence Procedural Item During the moment of silence, please remember the families of two students and an MCS social worker that recently passed away. Tristan Duncan who was a first grader at Mitchell Neilson Primary, Stephanie Pottmeyer who was a second grader at Salem Elementary, and Mrs. Keiana Reed.</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Jimmy Richardson III and seconded by Ms. Becky Goff, passed. (7-0)</p>	Chair Butch Campbell
<p>III. COMMUNICATIONS Information Item Tennessee School Board Appreciation Week- January 24-January 30.</p> <p>Teacher of the Year Announcements Overall - Melissa Horn, Lauren Moore Cason - Rachel Matthews, Jacqueline Keller Scales - Kimberly Christopher, Tony Hartman Mitchell-Neilson - Lara Clementi, Brice Reed Black Fox - Becky Smith, Dionne McCullough John Pittard - Craig Nelius, Carla Calvin Hobgood- Kelsey Rone, Abbey Thomas Bradley - Alli Nivison, Taylor Witsaman Discovery - Tiara Vance, Meredith Gilliland Salem - Emily Cone, Natalie Adcock Reeves-Rogers - Shae Miga, Sandra Daniel Northfield - Nell Simpson, Sarah Easterly Erma-Siegel - Rachel Pepper, Mark Hale</p> <p>Murfreesboro City Schools (Community Outreach) would like to thank Middle Tennessee</p>	Mrs. Lisa Trail

<p>Association of Realtors for their \$2,000 donation to the Indigent Care Fund.</p> <p>We would also like to thank the following community partners for assisting families across the district for the holidays during our Season of Sharing: Murfreesboro Police Dept., North Boulevard Church of Christ Youth Group & Band of Brothers, Parks Realty, General Mills & Yoplait Plants. A special thanks to the MCS Maintenance Dept., school counselors, social workers, and outreach team for assisting with the coordination of these holiday events.</p> <p>Murfreesboro City Schools would also like to thank Pastor David Settles and The Worship Center Church for their donation of backpacks complete with school supplies for students across the district.</p> <p>MCS Outreach will be partnering with Greenhouse Ministries in a new Family Resource Center (FRC). The FRC will be located at the Spring Valley Apartment complex which houses many of our Hobgood students. The FRC will consist of two indoor spaces: a computer room where students can work on homework and get tutoring help from a certified teacher; and there will also be a multipurpose event room where MCS & Greenhouse can hold cooking, music & budgeting classes among other community events. There will also be an outdoor space which includes a playground and meeting place for larger events & cookouts. This will be a great opportunity for MCS and Greenhouse to connect with these families on a deeper level. The FRC will be staffed every day with people who are there to get to know these students and families, to know if they need help academically, if they need a coat, if they need extra food, or if the family needs community resources.</p> <p>MCS Outreach is very excited about this new opportunity with Greenhouse Ministries. The FRC opens March 1, 2021.</p> <p>Murfreesboro City Schools and Rutherford County rank 8th best among the Tennessee counties in child well-being. Our strengths include high percentages of 3rd to 8th grade students demonstrating proficiency on TNReady reading and math tests and a low rate of substantiated cases of abuse or neglect.</p> <p>The TN School Climate Survey will be distributed to parents and teachers and the survey window will be open from January 12-March 12. This is the survey we use to collect parent and teacher responses to help guide Title I plans and requirement, and was used last year to replace the Advanced Ed survey. This School Climate Survey also gathers information that replaces the need for the Olweus (anti-bullying) survey used in the past.</p>	
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Mr. David Settles and seconded by Ms. Becky Goff, passed. (7-0)</p>	<p>Chair Butch Campbell</p>
<p>A. Approval of 12-8-20 Board Minutes Consent Item</p>	
<p>B. Second Reading of Board Policies Consent Item</p>	
<p>i. Approval of Board Policy 4.400 Instructional Materials on Second Reading Action Item</p>	
<p>ii. Approval of Board Policy 6.303 Interrogations and Searches on Second Reading Action Item</p>	

iii. Approval of Board Policy 6.405 Medicines on Second Reading Action Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Proposed 2021-2022 School Calendar Action Item Motion to approve the 2021-2022 School Calendar on first reading. This motion, made by Ms. Amanda Moore and seconded by Jimmy Richardson III, passed. (7-0)	Mr. Ralph Ringstaff
B. Approval of Budget Amendments Action Item Motion to approve budget amendments. This motion, made by Mr. David Settles and seconded by Jimmy Richardson III, passed. (7-0)	Mr. Michael Smith
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Enrollment (PTR) Report Information Item David Settles asked that Mr. Marlin email information to the board showing a comparison of truancy from this time last year as compared to this time this year. He wanted sub groups included in that information.	Mr. Joe Marlin
B. FY2020 Audit Report Information Item	Mr. Michael Smith
C. Revenue and Expenditure Report for November Information Item	Mr. Michael Smith
D. Personnel Report Information Item	Mr. Ralph Ringstaff
E. Summer School Update Information Item	Mr. Ralph Ringstaff
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
A. Discussion of Director of Schools' Position Procedural Item Assistant City Attorney Elizabeth Taylor explained the voting process to the Board. Board Policy 5.801, Director of Schools Recruitment and Selection states that the Board shall attempt to select a Director of Schools by unanimous vote, but a simple majority of the membership of the Board shall be required for the appointment of a Director. Considering the policy and the number of applicants for the vacancy, I recommend that the method of voting be as follows: Each Board member shall select their top two candidates by circling two names on their ballots and signing their ballot. Mrs. VanCleave will tally the votes, and the two candidates with the most votes shall be put before the Board for a motion to select one of the candidates and any discussion. In the event that there is a tie for one of the two positions, it would be broken by the Board casting another ballot as necessary to break the tie with the lower vote receiving candidates eliminated. If necessary, this would continue until there are two candidates remaining. Mr. Richardson made the motion to accept the procedures that Ms. Taylor presented. Becky Goff seconded. The motion passed. (7-0) Board members were given a ballot to circle their top two choices for Director of Schools out of the top five candidates: Trey Duke, Tammy Garrett, Christina Harris, Kimberly Osborne,	Chair Butch Campbell

<p>and Christopher Treadway.</p> <p>Ms. VanCleave gathered the ballots and announced the top two for each board member. From that count, Ms. Taylor announced the top two candidates, Mr. Trey Duke and Dr. Christopher Treadway.</p> <p>At that time, the Board was given another ballot to choose their top candidate from those two. Ms. VanCleave once again announced the top candidate from each Board member.</p> <p>Mr. Duke received four votes: Mr. Wes Ballard Mr. Jimmy Richardson Ms. Becky Goff Mr. David Settles</p> <p>Dr. Treadway received three votes: Chair Butch Campbell Mrs. Amanda Moore Ms. Roseann Barton</p> <p>Mr. Trey Duke was chosen as Director of Schools with four out of seven votes.</p> <p>Jimmy Richardson made the motion for Chair Campbell to enter into negotiations with Mr. Trey Duke. Wes Ballard seconded the motion. Mr. Settles stated that the motion was incomplete without including the attorney, Ms. Taylor, in the negotiations.</p> <p>Mr. Richardson amended his motion that Mr. Campbell and Ms. Taylor enter into negotiations with Mr. Duke. Mr. Settles seconded the motion. The motion passes. (7-0)</p> <p>Mr. Campbell congratulated all of the candidates.</p> <p>The Board will begin negotiations with Mr. Duke and present his contract to be voted on at the February 9th Board meeting. He shall begin his position as Director of Schools no later than April 5, 2021.</p>	
<p>VIII. ADJOURNMENT Action Item The meeting adjourned at 7:08 p.m. Motion to adjourn. This motion, made by Jimmy Richardson III and seconded by Mr. David Settles, passed.</p>	<p>Chair Butch Campbell</p>

Interim Director of Schools

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Recruitment of Employees</h2>	Descriptor Code: <h3 style="text-align: center;">5.105</h3>	Issued Date: <h3 style="text-align: center;">02/12/19 09/12/17</h3>
		Rescinds:	Issued: REVIEWED 2/20

- 1 The authorization of all school system positions rests with the Board while personnel decisions shall be
- 2 within the discretion of the Director of Schools.¹

- 3 The Director of Schools is responsible for the development of a program for the recruitment of licensed
- 4 personnel.²

- 5 Identification of personnel needs shall be the responsibility of the Director of Schools, supervisors, and
- 6 building principals.

- 7 Vacancies shall be advertised on the district website.

Legal References

1. TCA 49-2-301(b)(1)(EE); TCA 49-2-203(a)(1)
2. ~~TRR/MS 0520-01-02-14~~

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Emergency and Legal Leave</h2>	Descriptor Code: <h3 style="text-align: center;">5.301</h3>	Issued Date: REVIEWED 2/20 02/12/19 09/12/17
		Rescinds:	Issued:

1 EMERGENCY LEAVE

2 An immediate supervisor may grant an employee emergency leave during the workday for a sudden, unexpected
 3 occurrence demanding immediate attention. Leave shall be taken as personal leave,¹ sick leave, or leave without
 4 pay. The employee who uses emergency leave shall confirm said leave on appropriate forms the day after
 5 returning to work.

6 Principals or administrative supervisors shall keep a tally of the amount of time individual employees are released
 7 under this policy and when the total time reaches one (1) day, the employee shall be charged with one (1) day of
 8 applicable leave.

9 JURY DUTY

10 If an employee is summoned for jury duty, they shall present written evidence that they have been summoned to
 11 serve on a jury. The employee shall be entitled to the usual compensation, less the amount paid by the court.²

12 COURT APPEARANCES

13 If an employee appears in court as a plaintiff, defendant, witness³, or voluntarily appears on behalf of family or
 14 friends, personal leave or leave without pay shall be granted.

Legal References

1. TCA 49-5-711(c) 08
2. TCA 22-44-106(b); [TCA 22-1-103](#)
3. TCA 16-15-708; [TCA 24-2-109](#)

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: <h2 style="text-align: center;">Physical Assault Leave</h2>	Descriptor Code: <h3 style="text-align: center;">5.307</h3>	Issued Date: REVIEWED 2/20 02/12/19 09/12/17
		Rescinds:	Issued:

1 An employee who is absent from assigned duties as a result of personal injury caused by physical assault
 2 or other violent criminal acts committed in the course of the employee 's employment duties shall receive
 3 workers' compensation or comparable benefits without loss of accumulated or granted sick, personal or
 4 professional leave.¹

5 The school system shall continue to pay the teacher's full benefits including, but not limited to health
 6 insurance benefits, until the earlier of the date on which the teacher is released by the employee 's
 7 physician to return to work or the date on which the teacher is determined by the employee's physician
 8 to be permanently disabled from returning to work.²

9 A signed statement listing the cause of the absence shall be provided by the employee on forms
 10 furnished by the Director of Schools and shall promptly be given to the immediate supervisor in
 11 support of all claims. A certificate from the physician on forms furnished by the Director of Schools
 12 may also be required to verify the extent of the injury.³

13

Legal References

1. TCA 49-5-714(a)
2. TCA 49-5-714(b)
3. TRR/MS 0520-01-02-.04(~~54~~)(b)

Cross References

Worker's Compensation 3.602

Murfreesboro City Schools

Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: REVIEWED 2/20 03/12/19 10/24/17
		Rescinds:	Issued:

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.^{1,2}
 2 Substitute teachers may be employed and paid directly by the Board or by a third party public or private
 3 employer through an agreement between such third party employer and the Board.

4 Substitute teachers employed by third party entities shall be subject to the same unemployment benefit
 5 eligibility conditions as substitute teachers employed directly by the Board.²

6 APPLICATION/QUALIFICATIONS

7 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

8 Applicants with revoked licenses or certificates according to the Department of Education shall not be
 9 hired.⁴

10 Qualifications for substitute teachers shall be determined by the Director of Schools in compliance with
 11 state laws and regulations.

12 A list of substitute teacher(s) will be prepared by the Assistant Superintendent of Human Resources who
 13 will maintain file(s) which may include transcripts, credentials, recommendations, and other pertinent
 14 information.

15 COMPENSATION

16 If employed directly by the Board, the compensation of substitute teachers shall be determined annually
 17 by the Board.

18 CERTIFICATION

19 When substituting for a regular teacher who has been absent for twenty (20) consecutive days, a
 20 substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught.⁶

21 When substituting for a teacher without sick leave, the substitute shall be certified and paid according to
 22 the state salary schedule.¹

23 Retired teachers may substitute one-hundred twenty (120) days per year without loss of retirement ben-
 24 efits¹ and may substitute for additional days if the Director of Schools certifies in writing to the Division
 25 of Retirement that no other qualified personnel are available to substitute teach.⁷

26 EMERGENCY NEEDS

27 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency situations.

28 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would
29 receive under similar circumstances or their regular salary, if higher; however, they shall not receive pay
30 for both positions at the same time.

31 **TRAINING AND ORIENTATION**

32 The Director of Schools shall be responsible for ensuring that there are appropriate training and
33 development programs for substitute teachers.

34 **RESPONSIBILITIES**

35 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not
36 limited to, bus duty and playground supervision.

37 **RE-EMPLOYMENT/TERMINATION**

38 The Director of Schools, with input from the principals, shall determine which substitute teachers are
39 performing at an acceptable level. Substitute teachers who perform below an acceptable level shall be
40 terminated. Substitute teachers must substitute teach at least one day per the number of school weeks in
41 that month to remain on the active substitute list. To return to the active list, the substitute teacher will
42 need to contact the Human Resources Department.

43 All substitutes shall be responsible for providing correct addresses and phone numbers and for notifying
44 the principal and/or third party employer if they wish to terminate their service as substitutes.

Legal References

1. TRR/MS 0520-1-2-.04(6)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(~~45~~14)
5. Public Acts of 2017, Chapter No. 387
6. TCA 49-3-312; TRR/MS 0520-01-02-.04(6)(b)
7. Public Acts of 2017, Chapter No. 287

MURFREESBORO CITY SCHOOLS
2021-2022 PROPOSED ACADEMIC CALENDAR
2nd Reading 2-9-21

AUGUST 2021

**Monday, August 2: District In-service
*Tuesday, August 3: School-Based Work Day
**Wednesday, August 4: School-Based In-service
*Thursday, August 5: School-Based Work Day/Open House
Friday, August 6: Half Day for Students Grades 1-6
Monday, August 9: Grades 1-6 Students, First Full Day
Tuesday, August 10: Grades 1-6 Students, Second Full Day; Kindergarten, Half-Day for A-L
Wednesday, August 11: Grades 1-6 Students, Third Full Day; Kindergarten, Half Day for M-Z
Thursday, August 12: Grades 1-6 Students, Fourth Full Day; All Kindergarten Half-Day
Friday, August 13: Grades K-6 Full Day

SEPTEMBER 2021

Monday, September 6: Labor Day (Day Out for All)
++Thursday, September 16: In-service Day (Day Out for Students)

OCTOBER 2021

Monday, October 4-Friday, October 8: Fall Break (Days Out for School-Based Personnel)
++Friday, October 29- In-service Day (Day Out for Students)

NOVEMBER 2021

*Monday, November 1: Parent/Teacher Conferences (Day Out for Students)
*Thursday, November 11: In-service Day (Day Out for Students)
Wednesday, November 24: Thanksgiving Break (Day Out for School-Based Personnel)
Thursday, November 25-Friday, November 26: Thanksgiving Break (Days Out for All)

DECEMBER 2021

Friday, December 17: Half-Day for Students
Monday, December 20-Friday, December 31: Winter Break (Days Out for School-Based Personnel)

JANUARY 2022

**Monday, January 3: Teachers Return; In-service (Day Out for Students)
Tuesday, January 4: Students Return
Monday, January 17: Martin Luther King, Jr. Day (Day Out for All)

FEBRUARY 2022

++Friday, February 18: In-Service Day (Day Out for Students)
Monday, February 21: Presidents' Day (Day Out for All)

MARCH 2022

++Thursday, March 10: In-Service Day (Day Out for Students)
*Friday, March 11: Parent/Teacher Conferences (Day Out for Students)
Monday, March 28-Friday, April 1: Spring Break (Days Out for School-Based Personnel)

APRIL 2022

Friday, April 15: Good Friday (Day Out for All)

MAY 2022

Friday, May 27: Last Half Day for Students

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

*Board Assigned Administrative Days

++Stockpiled in-service days

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

<u>Attendance Periods</u>	<u>End of Report Card Periods</u>	<u>Report Card Day</u>
August 6 – September 2	October 15	Nov 1 P/T Conf.
September 3 – October 1	January 10	January 18
October 11 – November 8	March 17	March 24
November 9 – December 10	May 26	May 26
December 13 – January 25		
January 26 – February 23		
February 24 – March 24		
March 25 – April 29		
May 1 – May 27		

180 Student Days (4 of these days will be used as stockpiled in-service days)

5 Board Assigned Administrative Days*

5 In-Service Days**

10 Vacation Days

200

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: REVIEWED 2/20 02/26/19
		Rescinds: PER 39	Issued: 05/01/12

1 **REPORTING OF CRIMINAL ARRESTS**

2 All employees shall report being arrested to their immediate supervisor within two (2) days of the arrest. The
3 supervisor must report the offense to the Director of Schools immediately, and the Director of Schools must report
4 the arrest to the Board Chair as soon as practical.

4 **SUSPENSION PENDING AN INVESTIGATION¹**

5 The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation or
6 final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an
7 ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for
8 dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. The
9 Director of Schools may suspend a teacher with or without pay. If the suspension is without pay and the teacher
10 is vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.

11 **SUSPENSION OF THREE DAYS OR LESS^{2,3,4}**

12 A -Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
13 unprofessional conduct and insubordination. Before an employee is suspended they shall be: (1) provided with
14 written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an
15 opportunity to respond to the Director/designee at a conference, if requested within five (5) days; and (3) given a
16 written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the
17 conference, which shall be recorded.

18 The Director of Schools may suspend a tenured teacher with or without pay. If the suspension is without pay and
19 the teacher is reinstated, the tenured teacher shall be paid full salary for the period of suspension, unless suspension
20 without pay is deemed to be an appropriate penalty.

21 **DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁵**

22 The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing
23 officers, as defined under Tennessee law.

24 When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal
25 or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses
26 which are charged and shall be signed by the party or parties making the charges.

27 If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension greater than
28 three (3) days of the teacher, the Director of Schools shall give the teacher a written notice of this decision, a copy
29 of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the
30 teacher of his/her legal duties, rights and recourse.

31 A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt
32 of notice give written notice to the Director of Schools of his/her request for a hearing.

33 The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list
34 maintained by the Board.

35 The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or
36 the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the
37 scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial
38 request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be
39 conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and
40 evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of
41 the proceedings.

42 Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal within ten
43 (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The
44 Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary
45 or otherwise, and transmit the same to the Board within twenty (20) days of the receipt of the notice of appeal.

46 The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The
47 appealing party may appear before the Board to argue why the adverse ruling should be over- turned. In no event
48 should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time.
49 At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the Hearing officer,
50 send the record back for additional evidence, revise the penalty or reverse the decision. The Board shall render
51 its decision within ten (10) working days after the conclusion of the hearing. In the event that the decision of the
52 Board is appealed to the Chancery court, the Board shall transmit the entire record prepared by the Director and
53 reviewed by the Board to the Chancery court for its review.

54 RESIGNATION

55 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date
56 of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances,
57 shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher
58 to resign in good standing.

59 The conditions under which it is permissible to break a contract with the Board are as follows:

60 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement
61 of a physician approved by the Board;

62 2. The drafting of the teacher into military service by a selective service board; or

6263 3. The release by the Board of the teacher from the contract which the teacher has entered into with the
6364 Board.⁶

6465 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
date of return if the teacher does not intend to return to the position from which he/she has taken leave.
Failure to render such notice may be considered a breach of contract.⁷

6566 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
the Commissioner State Board of Education and request the suspension of a teacher's certificate. After the
Commissioner State Board of Education has provided the teacher an opportunity for defense during a
hearing, the State Board of Education Commissioner may suspend the certificate for no less than thirty (30)

and no more than three hundred sixty-five (365) days.⁸

6667 RETIREMENT

6768 Retirement shall mean a termination of services under conditions which will allow the employee to draw

6869 benefits from retirement plans and/or social security benefits. Employees eligible for retirement benefits may elect **6970** to retire at any age according to the provisions of the retirement system.

7071 Central Office personnel shall assist employees in securing retirement benefits; however, it shall be the **7172** responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee **7273** Consolidated Retirement System (TCRS) to the Central Office. It shall be the responsibility of the retiring **7374** employee to file for benefits.

7475 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year without loss **7576** of retirement benefits. Retired teachers may substitute teach for additional days if the Director of Schools certifies **7677** in writing to the Board that no other qualified personnel are available to substitute teach.⁹

7778 The Director of Schools may employ teachers retired for at least one year for full-time employment as a **7879** kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost or **7980** suspended under certain conditions, which include but are not limited to the following:¹⁰

- 8081** 1. The Director of Schools of the employing system must certify in writing that no other qualified individuals **8182** are available to fill the position;
- 8283** 2. The Commissioner of Education must certify that the employing school system serves an area that lacks **8384** qualified teachers to serve in the position to be filled;
- 8485** 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- 8586** 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or receive **8687** medical insurance coverage; and
- 8788** 5. The salary paid to the retired member shall not be less than the rate of compensation set by the Board **8889** for teachers with no experience filling similar positions, nor more than eighty-five percent (85%) of the **8990** rate of compensation set by Board for teachers with comparable training and years of experience filling **9091** similar positions.

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-512, 513
6. TCA 49-5-508
7. TCA 49-5-706
8. TCA 49-5-411
9. TCA 8-36-805
10. TCA 8-36-821

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: REVIEWED 2/20 02/26/19
		Rescinds: PER 41	Issued: 04/01/12

1 REPORTING OF CRIMINAL ARRESTS

2 All employees shall report being arrested to their immediate supervisor within two (2) days of the arrest. The
3 supervisor must report the offense to the Director of Schools immediately, and the Director of Schools must report
4 the arrest to the Board Chair as soon as practical.

5 SUSPENSION PENDING AN INVESTIGATION¹

6 The Director of Schools may suspend a teacher at any time that may seem necessary, pending
7 investigation or final disposition of a case before the Board or an appeal. If the matter under investigation
8 is not the subject of an ongoing criminal investigation or a Department of Children's Services
9 investigation, and if no charges for dismissal have been made, a suspension pending investigation shall
10 not exceed ninety (90) days in duration. The Director of Schools may suspend a non-tenured teacher
11 with or without pay. If the suspension is without pay and the teacher is vindicated or reinstated, the non-
12 tenured teacher shall be paid full salary for the period of suspension.

13 SUSPENSION OF THREE DAYS OR LESS²

14 A Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty,
15 unprofessional conduct and insubordination. Before an employee is suspended he/she shall be: (1)
16 provided with written notice, including the reasons for the suspension along with an explanation of the
17 evidence; (2) given an opportunity to respond to the Director/designee at a recorded conference, if
18 requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days.
19 Both parties may be represented by counsel at the conference, which shall be recorded.

20 DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS

21 The Director of Schools may dismiss or suspend for more than three days any non-tenured teacher
22 **during the contract year** for incompetence, inefficiency, insubordination, improper conduct or neglect
23 of duty after giving the non-tenured teacher, in writing, due notice of the charges.

24 The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing
25 before an impartial hearing officer.²

26 The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will
27 hear the case and the employee shall have the right to:

- 28 1. be represented by counsel;
- 29 2. call and subpoena witnesses;

- 30 3. examine all witnesses; and
- 31 4. require that all testimony be given under oath.

32 Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the
33 affected employee within ten (10) working days following the close of the hearing. The employee may
34 appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written
35 decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools.
36 Within twenty (20) days of receipt of notice, the Director shall prepare a copy of the proceedings,
37 transcript, documentary and other evidence presented and provide the Board a copy of the same.

38 The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may
39 appear in person or be represented by counsel and argue why the decision should be modified or reversed.
40 In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to
41 extend additional time. The Board shall take one of the following actions:

- 42 1. sustain the decision;
- 43 2. send the record back if additional evidence is necessary;
- 44 3. revise the penalty; or
- 45 4. reverse the decision.

46 Before any decision to dismiss is made, a majority of the membership of the Board shall concur in
47 sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days
48 after the conclusion of the hearing.

49 The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in
50 same manner as the non-tenured teacher.

51 Within twenty (20) days after receipt of notice of the decision of the Board, either party may appeal to
52 the Rutherford County Chancery Court. The Board shall provide the entire record of the hearing to the
53 court.

54 **NONRENEWAL**

55 Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of
56 employment enjoyed by tenured teachers except that they have no claim upon continuing employment
57 or tenure protections.

58 The principal is responsible for discussing deficiencies as part of the evaluation process with the non-
59 tenured teacher and providing assistance for overcoming these deficiencies.

60 The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their
61 contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher,¹
62 the following action shall be taken:

- 63 1. The Board shall be notified at the next regular Board meeting; and
- 64 2. Written notice of non-renewal shall be hand delivered or sent to the employee by registered mail
65 so that it will be received by the employee within five (5) business days following the last
66 instructional day for the school year.³

67 RESIGNATION

68 A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the
69 effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and
70 permit a teacher to resign in good standing.

71 The conditions under which it is permissible to break a contract with the Board are as follows:

72 1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified
73 statement of a physician approved by the Board;

74

2. The drafting of the teacher into military service by a selective service board; or

75

7576 3. The release by the Board of the teacher from the contract which the teacher has entered into with
the Board.

7677 Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the
7778 date of return if the teacher does not intend to return to the position from which he/she has taken leave.
7879 Failure to render such notice may be considered a breach of contract.⁵

7980 Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with
8081 the Commissioner-State Board of Education and request the suspension of a teacher's certificate. After
the Commissioner-State Board of Education has provided the teacher an opportunity for defense during
a hearing, the Commissioner-State Board of Education may suspend the certificate for no less than
thirty (30) and no more than three hundred sixty-five (365) days.⁶

8182 RETIREMENT

8283 Retirement shall mean a termination of services under conditions which will allow the employee to draw
8384 benefits from retirement plans and/or social security benefits.

8485 Employees eligible for retirement benefits may elect to retire at any age according to the provisions of
8586 the retirement system. Central Office personnel shall assist employees in securing retirement benefits;
8687 however, it shall be the responsibility of the retiring employee to provide verification of eligibility in
8788 writing from the Tennessee Consolidated Retirement System (TCRS) to the Central Office. It shall be
8889 the responsibility of the retiring employee to file for benefits.

8990 Employees who retire under TCRS may be employed up to one hundred twenty (120) days per year
9091 without loss of retirement benefits. Retired teachers may substitute teach for additional days if the
9192 Director of Schools certifies in writing to the Board that no other qualified personnel are available to
9293 substitute teach.⁷

9394 The Director of Schools may employ teachers retired for at least one year for full-time employment as a
9495 kindergarten through twelfth grade teacher on a year-to-year basis. Retirement benefits will not be lost
9596 or suspended under certain conditions, which include but are not limited to the following:⁸

9697 1. The Director of Schools of the employing system must certify in writing that no other qualified
9798 individuals are available to fill the position;

9899 2. The Commissioner of Education must certify that the employing school system serves an area
99100 that lacks qualified teachers to serve in the position to be filled;

- ~~100~~101 3. The retired teacher must hold a valid license and shall not be entitled to tenure status;
- ~~101~~102 4. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave or
~~102~~103 receive medical insurance coverage; and
- ~~103~~104 5. The salary paid to the retired member shall not be less than the rate of compensation set by the
~~104~~105 Board for teachers with no experience filling similar positions, nor more than eighty-five percent
~~105~~106 (85%) of the rate of compensation set by Board for teachers with comparable training and years
~~106~~107 of experience filling similar positions.

~~107~~108 (Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and
~~108~~109 does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of
~~109~~110 non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this policy).
~~110~~111

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(~~GGE~~); TCA 49-5-512(d)
3. TCA 49-5-409; Public Acts of 2015, Chapter No. 232
4. TCA 49-5-508
5. TCA 49-5-706
6. TCA 49-5-411
7. TCA 8-36-805
8. TCA 8-36-821

**DIRECTOR OF SCHOOLS EMPLOYMENT CONTRACT BETWEEN
BOBBY DUKE AND
THE MURFREESBORO CITY BOARD OF EDUCATION**

This Employment Contract is entered into this 9 day of February 2021, by and between the Murfreesboro City Board of Education, hereinafter called "BOARD" and Bobby Duke, hereinafter called "DIRECTOR" to be effective from and after March 1, 2021. The BOARD and the DIRECTOR, for the considerations hereinafter specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD, in accordance with its action as found in the minutes of its meetings held on January 19, 2021, hereby employs, and the DIRECTOR hereby accepts, employment as the Director of Schools for the Murfreesboro City School System for a period commencing on March 1, 2021 and ending on June 30, 2023.
2. **EXTENSION/RENEWAL.** The BOARD may extend/renew the terms of this contract at any time allowable by law with concurrence of the DIRECTOR up to a maximum term of four (4) years. The BOARD shall give DIRECTOR notice of its intent to extend/renew this contract at least six (6) months prior to its expiration.
3. **DUTIES.** The DIRECTOR shall perform all duties and responsibilities incident to the office of Director of Schools, as set forth in the Board's Policies, the Director of Schools' Job Description and state statutes, as well as those mandated by applicable federal and local laws, and such other duties as may be prescribed by the BOARD, which may be amended from time to time during the term of this contract. Such job description, as so amended, is hereby incorporated in this contract by reference as if fully restated herein. The DIRECTOR shall devote such time and energies as are necessary to perform these duties. The DIRECTOR shall follow all laws and Board policies applicable to the DIRECTOR's office and employment.

The DIRECTOR shall devote such time and energies as are necessary to perform the duties specified in the job description. These duties will generally be performed during normal business hours, but it is expressly agreed that the duties of this position will require the DIRECTOR to work during times other than normal business hours.

4. **COMPENSATION.** The BOARD shall pay the DIRECTOR an annual salary of \$145,000, March 1, 2021, and ending on June 30, 2023. Said salary shall be paid by the BOARD in equal installments in accordance with the rules of the BOARD governing payments to other twelve-month employees in the district and prorated if this contract is initiated on a date other than July 1. The DIRECTOR shall receive an annual salary increase at least equivalent to any percentage salary increase provided to licensed personnel. If an adjustment in salary is made during the term of this contract, it shall not be deemed by either party that a new contract has been formed or that the termination date for the existing contract has been extended.

The DIRECTOR shall also receive mileage reimbursement for work-related travel at the mileage rate utilized by Murfreesboro City Schools.

5. **DEFERRED COMPENSATION.** The DIRECTOR may elect to defer amounts up to the maximum annual limit prescribed by the Internal Revenue Code of 1986, as amended,

towards the purchase of a tax-sheltered annuity pursuant to Section 403(b) as amended. Such reduction shall annually be determined by the DIRECTOR and would reduce the taxable compensation paid to the DIRECTOR as expressed in this contract.

6. **BENEFITS.** The DIRECTOR shall be entitled to the same employee benefits as other twelve-month, full-time employees. These shall include, but not be limited to, insurance (health, dental, life), paid leave days (vacation, sick, personnel/professional), and statutory benefits (workers' compensation). Should the Director elect no coverage under the school system insurance plan, no other benefit or salary shall be paid in lieu thereof.

The Board shall provide the DIRECTOR with a laptop computer and cell phone for use in performing his duties as DIRECTOR.

7. **MEMBERSHIP DUES.** The DIRECTOR, upon proper substantiation, will be reimbursed for all dues and membership fees for the Tennessee Organization for School Superintendents (TOSS).
8. **BUSINESS EXPENSES.** It is anticipated and agreed that the DIRECTOR shall be required to incur certain expenses for the official business of the Murfreesboro City School System. The BOARD shall reimburse the DIRECTOR for actual and necessary expenses incurred in attending professional conferences. The BOARD shall also reimburse the DIRECTOR on a monthly basis for any reasonable and proper business-related expenses incurred by the DIRECTOR in the performance of the DIRECTOR's duties under this contract upon presentation of receipts, subject to such limitations as provided by law and by Board policy..
9. **PROFESSIONAL LIABILITY.** To the extent permitted by law, the BOARD agrees that it shall defend, hold harmless, and indemnify the DIRECTOR from any and all demands, claims, suits, actions and legal proceedings brought against the DIRECTOR in the DIRECTOR's official capacity as an employee of the BOARD, provided the incident arose while the DIRECTOR was acting within the scope of the DIRECTOR's employment, except that this obligation of the BOARD shall not exist with respect to violations of criminal law, improper personal gain, willful misconduct, or litigation regarding this employment contract. In no event will individual Board members be considered liable for indemnifying the DIRECTOR against any demands, claims, suits, and legal proceedings.
10. **EVALUATION.** The BOARD shall review the DIRECTOR's performance at least annually through an evaluation and shall communicate the substance of the review to the DIRECTOR. The evaluation will consider, but not be limited to, an examination of the establishment and maintenance of educational goals, attainment of the student performance and academic improvement goals agreed upon by the BOARD and the DIRECTOR, administration of personnel, rapport with the School Board, staff and community and other factors of appraisal that may be established by the parties. A written summary of each performance evaluation will be prepared by the BOARD, or its designee, and given to the DIRECTOR. The parties may elect to meet and confer on the evaluation prior to the preparation of the written summary. Failure by the BOARD to complete an evaluation does not preclude the DIRECTOR's dismissal, or nonrenewal of this Contract.

11. **REFERRALS TO DIRECTOR.** The BOARD, collectively or individually, shall promptly refer to the DIRECTOR all criticisms, complaints and suggestions called to their attention relative to the DIRECTOR or the school system for the DIRECTOR's study and recommendation.
12. **LOYALTY.** The DIRECTOR shall devote full time, attention, knowledge and skills solely and exclusively to the business and interests of the Murfreesboro City School Board and the Murfreesboro City Schools. Prior to accepting secondary or outside employment with compensation as a consultant or in a teaching position at university or college, the DIRECTOR shall seek the approval of the BOARD to determine if position would prohibit the effective performance of the DIRECTOR'S duties to the district or create an actual or potential conflict of interest.
13. **PROFESSIONAL ACTIVITIES.** The BOARD encourages and expects the DIRECTOR to participate in professional growth and development activities including attendance at professional conferences at the local, state, and national levels. The necessary expenses of said attendance shall be paid by the BOARD in accordance with BOARD policy. Written approval of the Chair of the Board, which shall not be unreasonably withheld, shall constitute BOARD approval for leave to attend such activities.
14. **TENURE RIGHTS.** It is mutually understood and agreed that this contract does not confer tenure in the position of Director or in any other administrative position in the school system, and that upon the termination of this contract the DIRECTOR may, provided that the contract was not terminated for cause, remain as an employee of the Murfreesboro City School system in an available position suited to the DIRECTOR's skills and abilities at a salary commensurate with the position.
15. **ANY OTHER CONTRACT SUPERSEDED.** This contract sets forth the terms of employment of the DIRECTOR by the BOARD during the stated term and supersedes any other contract that the BOARD may have previously negotiated with the DIRECTOR.
16. **MISCELLANEOUS.**
 - a. The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal offenses. If the DIRECTOR receives, or a report reveals, a prohibited conviction, this Contract shall immediately become null and void.
 - b. This Contract has been executed in Tennessee and shall be governed in accordance with the laws of the State of Tennessee in every respect. The venue of any cause of action shall be Rutherford County, Tennessee. If, during the term of this Contract, it is found that a specific clause of the Contract is illegal, the remainder of the Contract shall remain in force.
 - c. The BOARD's waiver of or failure to exercise any of its rights, or its failure to require the DIRECTOR to perform any duty, under this Contract shall not be deemed a waiver of such right or duty in any future instance unless otherwise expressly so stated in writing by the BOARD.
 - d. Section headings and numbers have been inserted for convenience of reference only_and are not intended to be used to interpret any term or

condition hereof. If there shall be any conflict between such headings or numbers and the text of this Contract, the text shall control.

- e. This Contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument. It contains all the terms agreed upon by the parties with respect to its subject matter and supersedes all prior agreements, arrangements, and communications between them. No subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties unless reduced to writing, duly authorized and signed by each of them. The Contract shall not be construed for or against either party based upon its preparation by the BOARD.
- f. This contract is personal to the parties, being a contract for personal services, and shall not be subject to assignment or transfer in any manner.
- g. Both parties have had the opportunity to seek advice of counsel. The BOARD has relied upon the advice and representation of counsel. The DIRECTOR has voluntarily decided to act without the advice of counsel, without threat or coercion.
- h. The BOARD retains the right to repeal, change or modify any policies or regulations it has adopted or may hereafter adopt, subject however to the restrictions contained in state or federal law, rule, or policy.
- i. Any notice or communication permitted or required under this Contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at such addresses as the parties may from time to time advise in writing. Service by mail as provided above shall be deemed made upon deposit in the mail.

17. CONTRACT TERMINATION. This Contract may be terminated by expiration; by mutual agreement of the parties; by the retirement, disability or death of the DIRECTOR; by resignation, provided, however, the DIRECTOR is to give the BOARD at least ninety (90) days' written notice of the proposed resignation; material breach of this contract, failure to follow Board policies or administrative directives; violation of local, state, or federal law, or for any reason established by state law; or by termination by the BOARD for cause in accordance with the laws of the State of Tennessee. The DIRECTOR shall cooperate with the transition of the position to the DIRECTOR's successor. If the BOARD decides to terminate this Contract, the BOARD shall provide the DIRECTOR six (6) months' written notice prior to any termination without cause of the Director's Contract. If the Board terminates this contract for cause, the Director shall be entitled to no further benefits or compensation and shall forfeit any accumulated vacation and/or sick leave.

Disability means the DIRECTOR has been or will be unable to perform all of the essential functions of his position and the duties specified in this Contract on a full-time basis for at least four (4) months due to physical or mental condition, illness or injury without regard to whether said condition is work-related.

18. **NOTICE.** Any notice or communication permitted or required under this Agreement will be in writing and will become effective on the day of mailing thereof by first class mail, registered, or certified mail, postage prepaid, addressed:

If to the BOARD, to: Board Chair
Murfreesboro City School Board
2552 South Church Street Murfreesboro, TN
37127

xc: City Attorney
City of Murfreesboro
P.O. Box 1044
111 West Vine Street
Murfreesboro, TN 37133-1044

If to the DIRECTOR, to: Director
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127

19. **AMENDMENTS.** Any modification to this contract shall be made by mutual contract of both parties and only in writing. Neither party shall be bound by any oral representation concerning modification of this contract.

20. **ENTIRE AGREEMENT.** This contract constitutes the entire agreement among the parties. the parties acknowledge that neither has relied upon any oral representation or any agreements by the other; that no such oral representations or agreements shall in any way affect the terms of this contract; and that this contract may not be modified or changed except by written instrument executed by the parties.

IN WITNESS WHEREOF, the BOARD caused this contract to be signed by its duly authorized officers and the DIRECTOR has approved and signed this Employment Contract effective on the day and year specified above.

DIRECTOR OF SCHOOLS

MURFREESBORO CITY SCHOOL BOARD

Bobby Duke

Butch Campbell, Board Chair

APPROVED AS TO FORM:

Attest:

Elizabeth Taylor, Assistant City Attorney

Secretary, Board of Education

Murfreesboro City Schools

TO: MCS School Board, Elizabeth Taylor, Trey Duke

FROM: Ralph Ringstaff
Interim Director of Schools

DATE: January 25, 2021

SUBJECT: Open and Closed Zone School Recommendations for
2021-2022 School Year

Below is our proposal for the 2021-2022 school year for schools that will be open zoned, controlled choice, test in and closed zoned. This recommendation is based on our current and future available space in each school with consideration given to our future growth projections in the school zones.

OPEN ZONED SCHOOLS:

(Schools accepting zone transfers based on grade level availability.)

- Black Fox
- Cason Lane
- Northfield
- Reeves-Rogers

CONTROLLED CHOICE SCHOOLS:

(Schools accepting applications to attend based on grade level availability.)

- Bradley
- Hobgood
- Mitchell-Neilson

TEST IN SCHOOL:

(School that requires a test-in procedure to attend for city residents only. Capacity is extremely limited.)

- Discovery School

CLOSED ZONE SCHOOLS:

(Schools that cannot accept any out-of-zone transfers due to current and/or future capacity concerns.)

- Erma Siegel
- John Pittard
- Overall Creek
- Salem
- Scales

Current Substitute Teacher Pay

Education Level	Full Day Pay	Half Day Pay
Certified Sub	\$95	\$47.50
No Certified Sub	\$85	\$42.50

- After subbing 20 days in a semester, add \$5 per day.
- After subbing 50 days in a semester, add another \$5 per day.

Proposed Substitute Teacher Pay for January 2021 – Rest of 2020-2021 School Year

- After subbing 15 days in a semester, add \$5 per day.
- After subbing 30 days in a semester, add another \$5 per day.

The first semester we had 33 substitute teachers to fall in the 16-20 day category, and 29 substitute teachers fall in the 30-50 day range.

Using last semester's numbers, we estimate that it will cost the system less than \$5,000 extra if we reduce the days accordingly.