

AGENDA

MURFREESBORO CITY BOARD OF EDUCATION
RETREAT

Tuesday, October 11, 2011

5:00 p.m.—Central Administration Building

ORDER OF BUSINESS

I. CALL TO ORDER BY BOARD CHAIR

OATH OF OFFICE ADMINISTERED TO NEWLY APPOINTED
BOARD MEMBER COLLIER SMITH
BY MAYOR TOMMY BRAGG

II. APPROVAL OF AGENDA

III. ITEMS FOR DISCUSSION

A. Report to Board on Results of Evaluation of Director of Schools—Dr.
Tammy Grissom

B. Discussion Regarding Contract for Director of Schools

C. Enrollment Update

IV. REVIEW OF BOARD POLICIES

For Discussion:

BO 39—School Support Organizations

STU 24—Disciplinary Hearing Authority

Passed on First Reading:

PER 16—Tenure and Nontenure (*Revision*)

PER 17—Evaluation of Professional Staff (*Revision*)

V. REVIEW OF DRAFT OCTOBER 25, 2011 BOARD MEETING AGENDA

VI. OTHER BUSINESS

VII. ADJOURNMENT

MISSION STATEMENT

To assure academic and personal success
for each child.

DRAFT FOR DISCUSSION PURPOSES ONLY

EMPLOYMENT CONTRACT BETWEEN DR. LINDA A. GILBERT AND THE MURFREESBORO CITY BOARD OF EDUCATION

This Employment Contract is entered into this _____ day of December, 2012, by and between the Murfreesboro City Board of Education, hereinafter called "BOARD" and Dr. Linda A. Gilbert, hereinafter called "DIRECTOR" to be effective from and after July 4, 2012. 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 meeting held on the _____ day of _____, 20____, hereby employs, and the DIRECTOR hereby accepts, employment as the Director of Schools for the Murfreesboro City School System for a period commencing on July 4, 2012, and ending on _____. The BOARD shall notify DIRECTOR on or before _____ if it wishes to negotiate another employment contract with the DIRECTOR.
- 2. 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 from time to time may be prescribed by the BOARD. 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.
- 3. COMPENSATION.** The BOARD shall pay the DIRECTOR an annual salary of _____ through _____. Said salary shall be paid by the BOARD in equal installments in accordance with the rules of the BOARD governing payments to other 12-month employees in the district. BOARD shall consider what if any salary increase shall be given to the DIRECTOR when considering the annual budget each fiscal year. The DIRECTOR shall also receive mileage reimbursement for work-related travel at the mileage rate utilized by Murfreesboro City Schools.
- 4. 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.
- 5. 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). The Board shall provide the DIRECTOR with a laptop computer and cell phone for use in performing her duties as DIRECTOR.

kbaker 9/19/11 3:39 PM

Comment: Board must notify Director at least 30 days prior to expiration of contract if it wishes to negotiate another employment contract with Director.

kbaker 10/4/11 9:50 AM

Comment: Current salary is \$103,000.

kbaker 10/4/11 9:55 AM

Comment: Mileage reimbursement is no taxed, however, a car allowance is taxed as income. If the Board preferred a car allowance, the language would be: "The DIRECTOR shall receive the sum of four thousand eight hundred dollars (\$4,800) per year as car allowance." This is the amount that Ms. Mathis received in her last contract.

kbaker 10/4/11 10:39 AM

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DRAFT FOR DISCUSSION PURPOSES ONLY

6. **MEMBERSHIP DUES.** The DIRECTOR, upon proper substantiation, will be reimbursed for all dues and membership fees for the Tennessee Organization for School Superintendents (TOSS).
7. **BUSINESS EXPENSES.** It is anticipated and agreed that the DIRECTOR shall be required to incur certain personal 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.
8. **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, and excluding criminal litigation and litigation regarding this employment contract. In no event will individual members of the BOARD be considered personally liable for defending or indemnifying the DIRECTOR.
9. **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.
10. **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.
11. **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. The DIRECTOR may, with prior approval of the Board, however undertake consulting work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties and obligations which do not interfere in a material and substantial manner with the discharge of the Director's duties and responsibilities hereunder. The BOARD agrees that the DIRECTOR may serve as an adjunct professor at MTSU pursuant to the stipulations set forth above. The determination of the BOARD as to whether such other work interferes with the discharge of the DIRECTOR's duties and responsibilities hereunder shall be conclusive.

kbaker 10/4/11 10:01 AM

Comment: Do you want to put the time frame that the evaluation will be conducted each year?

kbaker 10/4/11 10:39 AM

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DRAFT FOR DISCUSSION PURPOSES ONLY

12. **PROFESSIONAL ACTIVITIES.** The DIRECTOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels. Within budget constraints, as approved by the BOARD, the costs of attendance will be paid by the BOARD.

13. **TENURE RIGHTS.** The BOARD and the DIRECTOR, as a tenured employee of the Murfreesboro City School System, agree 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 a position suited to the DIRECTOR's skills and abilities at a salary at least equal to the average salary paid a principal in the Murfreesboro City School System.

14. **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 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.

kbaker 10/4/11 10:03 AM

Comment: Could delete since the background check is only required upon initial hire and was conducted at that time.

kbaker 10/4/11 10:02 AM

Deleted: <#>**BACKGROUND INVESTIGATION.** The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal or drug offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract and all other agreements between the BOARD and the DIRECTOR (including, but not limited to, all other Director's Agreements) will immediately become null and void.

kbaker 10/4/11 10:02 AM

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kbaker 10/4/11 10:29 AM

Comment: Could delete since the medical evaluation is required upon initial hire per TN Dept of Education Rule 0520-1-3-.08(4)(2)(f) and was conducted at the time of initial hire.

kbaker 10/4/11 10:28 AM

Deleted: <#>**MEDICAL EVALUATION.** Pursuant to T.C.A. 49-2-203(b)(2) and Board Policy PER 12, prior to January 4, 2010, the DIRECTOR shall present a certificate showing a satisfactory health record which shall consist of the results of a tuberculin test and a physician's statement indicating the individual is free of contagious and communicable diseases.

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DRAFT FOR DISCUSSION PURPOSES ONLY

- f. This Contract shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the BOARD, its successors and assigns.
- g. Both parties have had the opportunity to seek advice of counsel. The BOARD has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. 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 statute and other applicable law.
- 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.

kbaker 9/19/11 4:25 PM
Comment: Revise if needed.

15. **CONTRACT TERMINATION.** This Contract may be terminated by expiration; by mutual agreement of the parties; by 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; for failure to comply with the terms and conditions of the Contract or governing State or Federal laws; 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.

16. **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: Kelley Blevins Baker
Staff 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

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DRAFT FOR DISCUSSION PURPOSES ONLY

2552 South Church Street
Murfreesboro, TN 37127

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 in Section 1 above.

DIRECTOR OF SCHOOLS

MURFREESBORO CITY SCHOOL BOARD

Linda A. Gilbert

Mary Wade, Board Chairperson

Attest:

Secretary, Board of Education

APPROVED AS TO FORM:

Kelley Blevins Baker, Staff Attorney

Susan Emery McGannon, City Attorney

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**EMPLOYMENT CONTRACT
BETWEEN
DR. LINDA A. GILBERT
AND
THE MURFREESBORO CITY BOARD OF EDUCATION**

This Employment Contract is entered into this 15th day of December, 2009, by and between the Murfreesboro City Board of Education, hereinafter called "BOARD" and Dr. Linda A. Gilbert, hereinafter called "DIRECTOR" to be effective from and after January 4, 2010. 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 meeting held on the 15th day of December, 2009, hereby employs, and the DIRECTOR hereby accepts, employment as the Director of Schools for the Murfreesboro City School System for a period commencing on January 4, 2010, and ending on July 3, 2012. The BOARD shall notify DIRECTOR on or before June 3, 2012 if it wishes to negotiate another employment contract with the DIRECTOR.
2. **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 from time to time may be prescribed by the BOARD. 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.
3. **COMPENSATION.** The BOARD shall pay the DIRECTOR an annual salary of \$103,000 through July 3, 2012. Said salary shall be paid by the BOARD in equal installments in accordance with the rules of the BOARD governing payments to other 12-month employees in the district. BOARD shall consider what if any salary increase shall be given to the DIRECTOR when considering the annual budget each fiscal year. The DIRECTOR shall also receive mileage reimbursement for work-related travel at the mileage rate utilized by Murfreesboro City Schools.
4. **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.
5. **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). The Board shall provide the DIRECTOR with a laptop computer and cell phone for use in performing her duties as DIRECTOR.
6. **MEMBERSHIP DUES.** The DIRECTOR, upon proper substantiation, will be reimbursed for all dues and membership fees for the Tennessee Organization for School Superintendents (TOSS).

7. **BUSINESS EXPENSES.** It is anticipated and agreed that the DIRECTOR shall be required to incur certain personal 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.
8. **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, and excluding criminal litigation and litigation regarding this employment contract. In no event will individual members of the BOARD be considered personally liable for defending or indemnifying the DIRECTOR.
9. **EVALUATION.** The BOARD shall conduct the first evaluation of the DIRECTOR in the Spring of 2011. Thereafter, 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.
10. **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.
11. **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. The DIRECTOR may, with prior approval of the Board, however undertake consulting work, speaking engagements, writing, teaching a college or university course, lecturing or other professional duties and obligations which do not interfere in a material and substantial manner with the discharge of the Director's duties and responsibilities hereunder. The BOARD agrees that the DIRECTOR may serve as an adjunct professor at MTSU pursuant to the stipulations set forth above. The determination of the BOARD as to whether such other work interferes with the discharge of the DIRECTOR's duties and responsibilities hereunder shall be conclusive.
12. **PROFESSIONAL ACTIVITIES.** The DIRECTOR will be encouraged to attend appropriate professional meetings and continuing education at the local, state and national levels.

Within budget constraints, as approved by the BOARD, the costs of attendance will be paid by the BOARD.

13. **BACKGROUND INVESTIGATION.** The BOARD is prohibited from knowingly employing a person who has been convicted of committing or attempting to commit certain criminal or drug offenses. If the required fingerprint-based criminal background investigation is not completed at the time this Contract is signed, and the subsequent investigation report reveals that there has been a prohibited conviction, this Contract and all other agreements the BOARD and the DIRECTOR (including, but not limited to, all other Director's Agreements) will immediately become null and void.
14. **TENURE RIGHTS.** Pursuant to T.C.A. §49-5-504(d), a teacher who has attained tenure status in a school system and later resigns from the system shall serve a one-year probationary period upon reemployment by the system, unless the probation period is waived by the board of education upon request of the director of schools. The BOARD hereby waives the one year probationary period set forth in T.C.A. §49-5-504(d). The DIRECTOR's right to tenure in the Murfreesboro City School system is hereby reinstated. The BOARD and the DIRECTOR agree 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 a position suited to the DIRECTOR's skills and abilities at a salary at least equal to the average salary paid a principal in the Murfreesboro City School system.
15. **MEDICAL EVALUATION.** Pursuant to T.C.A. 49-2-203(b)(2) and Board Policy PER 12, prior to January 4, 2010, the DIRECTOR shall present a certificate showing a satisfactory health record which shall consist of the results of a tuberculin test and a physician's statement indicating the individual is free of contagious and communicable diseases.
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 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 shall inure to the benefit of the parties, their successors, assigns, heirs, executors, and personal representatives, and shall be binding upon the BOARD, its successors and assigns.
 - g. Both parties have had the opportunity to seek advice of counsel. The BOARD has relied upon the advice and representation of counsel selected by it respecting the legal liabilities of the parties, if any. 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 statute and other applicable law.
 - 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 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; for failure to comply with the terms and conditions of the Contract or governing State or Federal laws; 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.
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

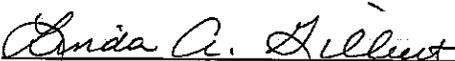
xc: Kelley Blevins Baker
Staff Attorney
City of Murfreesboro
P.O. Box 1044
111 West Vine Street
Murfreesboro, TN 37133-1044

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

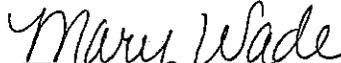
IN WITNESS WHEREOF, the BOARD caused this contract to be signed by its duly authorized officers and the DIRECTOR has approved and signed this Employment Contract effective on the day and year specified in Section 1 above.

DIRECTOR OF SCHOOLS

MURFREESBORO CITY SCHOOL BOARD

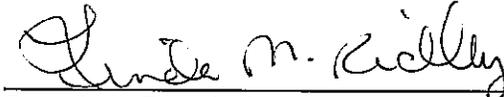


Linda A. Gilbert



Mary Wade, Board Chairperson

Attest:

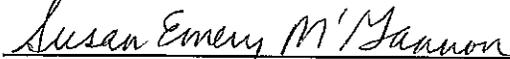


Secretary, Board of Education

APPROVED AS TO FORM:



Kelley Blevins Baker, Staff Attorney



Susan Emery McGannon, City Attorney

**MURFREESBORO CITY SCHOOLS
BUILDING UTILIZATION SUMMARY SHEET
2011-2012 SCHOOL YEAR**

Updated 10/4/11

	436	787	353	940	750	429	989	319	316	671	430	1,023	7,443
SCHOOL	BW	BF	BR	CLA	ES	HG	JP	MNE	MNP	NF	DIS	SC	TOTALS
YEAR BUILT	1961	1990	1959	1994	1998	1955	2007	1951	1960	1987	1959	2005	↓
YEAR OF MAJOR ADDITIONS	1975	N/A	2001	N/A	N/A	1975	N/A	2002	1980	N/A	1964	N/A	
RESTROOM RENOVATIONS	2001	N/A	2001	N/A	N/A	2001	N/A	2001	2001	N/A	2001	N/A	
SQUARE FEET	56,272	107,500	68,946	132,872	132,872	51,994	132,251	63,931	42,910	118,900	57,772	132,251	
MCS ACTUAL BUILDING CAPACITY	480	800	440	960	940	460	1020	440	360	800	640	1020	8360
ACREAGE	14.7	20.4	10.7	32	31.5	21.2	21.8	17.4	13.7	20	11.8	24.7	239.82
PARKING SPACES	102+5	129+5	44+2	153+6	155+9	48+4	181+6	44+3	52+4	131+6	78+3	166+10	1307+63

REGULAR EDUCATION CLASSROOMS	Pre-K (BW campus only plus 6 off-site)	13											13	
	Kindergarten		6	3	9	6	4	9		6	5	3	8	59
	First Grade		7	3	7	6	4	8		5	5	4	8	57
	Second Grade		5	3	7	6	4	8		6	5	3	7	54
	Third Grade		6	3	7	6	2	8	5		6	4	8	55
	Fourth Grade		5	3	7	6	3	7	4		5	3	7	50
	Fifth Grade		6	3	6	6	3	6	5		5	3	7	50
	Sixth Grade		4	3	5	2	2	4	2		3	1	5	31
	TOTAL REGULAR CLASSROOMS	13	39	21	48	38	22	50	16	17	34	21	50	369
SPECIAL EDUCATION	Resource		1	1	2	2	1	2	2	1	2		2	16
	Behavior Management					1			1					2
	Deaf Education					1								1
	Comprehensive Development	7				3				4		3		17
	TOTAL SPEC ED CLASSROOMS	7	1	1	2	7	1	2	3	1	6	0	5	36
TVC	TOTAL VACANT CLASSROOMS					2				2	4		8	
ENRICHMENT	Art	1	1	1	1	1	1	1	1	1	1	1	12	
	Music		1	1	1	2	1	1	1	2	1	1	13	
	Band		1	1	1	1		1	1		1	1	9	
	Computer/Tech Lab	1		1	1	1	1	1		1			8	
	Library/Media Center	1	1	1	1	1	1	1	1	1	1	1	12	
	Spanish											1	1	
	Home Living / Life Science / Science Lab					2		1	1		1	1	6	
	Drama			1									1	
	TOTAL ENRICHMENT FACILITIES	3	4	6	5	8	4	6	6	3	7	6	4	62
SUPPORT AREAS	ELL	1	1	2	2	1	1		1	1	2		1	13
	ISS										1		1	2
	Speech/Deaf Ed	1	1	1	1	1		1	1	1	2		1	11
	Teacher Work Area	1	1	2	1	1	1	3	2	1	1	2	1	17
	Guidance		1	1	2	2	1	1	1	1	1	1	1	13
	OT/PT	1												1
	Instructional Interventionist		1	1	1	2	1	2	3	2	2	1	1	17
	Head Start	1												1
	ESP Office	1		1		1	1		1			1	1	7
	Exercise Room											1		1
	Parenting Center/Community Outreach	2		1					2					5
TOTAL SUPPORT AREAS	8	5	9	7	8	5	7	11	6	9	6	7	88	

KEY Support areas that are full size classrooms have a white box.
DSRR's Vacant Classrooms are Portables 4
 ES Interventionist is one classroom and one other space.

**CITY OF MURFREESBORO
LOT INVENTORY RECORD
THRU Sept. 2011**

SUBDIVISION NAME	SECT. NO.	LOT NO	NO. OF LOTS	Last Lot Permitted	PERMITTED LOTS (Total)	Perm.Lots August	Perm.Lots Sept.	AVAIL LOTS
Bear Branch Cove		1--12	12	Jul. 11	10			2
Bella Vida		1--7	7	Aug. 11	3	1		4
Belle Haven	I	1--39	39	Oct. 07	11			28
Berkshire	IX	361-385	25	May. 11	21			4
Blackman Farms	III	155-241	87	Apr. 08	81			6
Blackman Farms	V	338-397	60	Jul. 11	41			19
Blackman Grove	II	21,30-82	54	Sept. 11	41	1	1	13
Blackman Oaks East	II	41-76	36	Jul. 11	15			21
Breckenridge	VI	174--210	38	Jan. 07	32			6
Brooke Cove		1--57	57	Feb. 11	16			41
Buckingham Park	I	1--35	35	Aug. 11	33	1		2
Cambridge		1--18	18	Dec. 07	14			4
Carlyle		1--43	43	Oct. 10	37			6
Celebration Cove	I/I	1--43,63	44	May. 11	33			11
Celebration Cove	I/II	44-62	19	Dec. 10	16			3
Chestnut Hill	III	36-54	19	Aug. 10	5			14
Crowne Pointe		1--30	30	Jan. 11	22			8
Del Sol Commons	I	1A--23B	46	Dec. 08	10			36
Estates of Primm Springs	II	5--40	36	Aug. 11	17	2		19
Everbrite Pointe	I	1--48	48	Sept. 11	46		1	2
Evergreen Farms	XXVI	1203-1261	59	Jul. 11	51			8
Evergreen Farms	XXVII	1262-1289,1362-1366	33	Sept. 11	29	4	2	4
Fox Creek Estates	I	1--50	50	Dec. 10	21			29
Garrison Cove	V/I	195-199,217-229	23	Sept. 11	13		1	10
		253-257						
Garrison Cove	V/II	200-216	16	Jul. 11	9			7
Garrison Cove	V/III	230-252	23	Mar. 11	14			9
Glenview Farms	II	30-57	28	Jun. 08	21			7
Huntington Place	VII	236-317	82	Sept. 08	72			10
Huntington Place	VIII/I	331-354, 369	25	May. 10	4			21
Kimbrow Woods	I	1--50	50	Oct. 10	46			4
Kimbrow Woods	II	51-78	28	Aug. 11	13	1		15
Kingdom Ridge	II	64-112	49	May. 08	39			10
Kingdom Ridge	III	113-164	52	Aug. 11	43	2		9
Kingdom Ridge	IV	165-220	56	Sept. 11	12	1	2	44
Laurelwood		1--45	45	Sept. 11	17		1	28
Liberty Station	III	91-170	80	Jun. 11	58			22
Liberty Valley	I	1--55	55	Jun. 11	51			4
Liberty Valley	II	56-134	79	Apr. 11	71			8
Liberty Valley	III	135-210	76	Jul. 11	19			57
Long Cove		12,13A-13G	8	Oct. 06	3			5
Lovelace Lane		1--10	10	Nov. 09	6			4
Marymont Springs	I/I	1--10, 13-22	20	Jul. 11	8			12
Marymont Springs	I/II	23-43	21	Aug. 11	8	1		13
Marymont Springs	I/III	44-101	58	Sept. 11	24		3	34
Marymont Springs	I/IV	181-200	20	Sept. 11	2		1	18
Marymont Springs	I/V	102-116	15	Mar. 10	2			13
McKinley Place		1--12	12	Oct. 09	2			10
Mirabella	I	1--35	35	Dec. 09	27			8
Mirabella	IV	47-51,55-59	10	Nov. 08	6			4
Northspring	I	1--42	42	Mar. 07	36			6
Northspring	II	42-48	7	May. 10	4			3

SUBDIVISION NAME	SECT. NO.	LOT NO	NO. OF LOTS	Last Lot Permitted	PERMITTED LOTS (Total)	Perm.Lots August	Perm.Lots Sept.	AVAIL LOTS
Northwoods	XIII	381-411	31	Nov. 10	28			3
Oakton	I	1--44	44	Feb. 09	15			29
Plantation South	V	151-209	59	Jun. 10	58			1
Plantation South	VI	210-239	30	Feb. 07	26			4
Plantation South	VIII/I	240-244,247-282	41	Aug. 11	34	2		7
Preserve at Indian Creek	IV/II	172-183,202-206,	27	Feb. 10	25			2
		253-262						
Providence Pointe	II	64-119	56	Dec. 10	22			34
Puckett Station	I	1--82	82	Sept. 11	70	3	1	12
Puckett Station	II/IA	83-93	11	Jan. 11	5			6
Puckett Station	II/IB	94-100	7	Sept. 11	3		1	4
Ridgeport		1--38	38	Jul. 11	16			22
Saint Andrews Place	IV	90-145	24	Jul. 11	24			0
			32		26			6
Saint Andrews Place	V	146-200	55	Jul. 11	38			17
Salem Cove	I/II	7--36	30	Mar. 08	26			4
Salem Cove	III/I	58-60,81-99	22	Jul. 11	11			11
Salem Cove Crossing	III, 4A-15B,24A-30B		38	Aug.09	28			10
Salem Creek	I/I	1--47	47	May. 11	26			21
Salem Creek	II	70-88	19	Aug. 11	8	1		11
Savannah Ridge	X	268-318	51	Oct. 09	50			1
Savannah Ridge	XII	416-431,433-437,449-462	33	Mar. 10	32			1
Savannah Ridge	XIII	389-415,438-448	38	May. 10	16			22
Scottish Glen	I	1--61	61	Apr. 11	60			1
Scottish Glen	II	62-143	82	Sept. 11	39	2	2	43
Sommersby	I	21-46,	35	Sept. 11	19		1	16
		65-66,90-96						
Southern Meadows	II	51-110	60	Dec. 10	58			2
Southern Meadows	III	112-152	41	Jun. 11	28			13
Stratford Hall	II	71-101	31	Sept. 10	30			1
Taylor Place		1--11	11	Aug. 11	7	1		4
The Cloister	I	1--59	59	Mar. 11	56			3
The Cloister	II	60-106	47	Apr. 11	34			13
The Cloister	III/IA	114-122	9	Aug. 11	7	1		2
The Cloister	III/IB	107-113,123-126	11	Aug. 11	7	1		4
The Reserve	I	1--61	61	May. 11	48			13
The Reserve	II	63-95	33	Jul. 11	12			21
The Reserve	III	96-126	31	May. 11	18			13
Thistle Downs	I	1--47	47	Sept. 07	24			23
Three Rivers	I	1A--57B	114	Jul. 07	52			62
Three Rivers	II	58-130	73	Aug. 10	24			49
Twelve Oaks		1 -- 11	11	Sept. 08	7			4
Villages at Berkshire	I	1--49	49	Jan. 10	44			5
Villages at Berkshire	II	51-111	61	Sept. 11	53		1	8
Villages at Berkshire	III	112-158	47	Oct. 09	30			17
Villages at Berkshire	IV	159-189	31	Sept. 11	14	4	2	17
Villages of Fox Creek		51--77	27	Sept. 11	8	2	1	19
Villages of Savannah Ridge	III	69-130	62	Aug. 11	52	1		10
Westhaven Estates	II	28-61	34	Feb. 11	33			1
Weston Park	I/IA	1--25	25	Aug. 11	19	1		6
Weston Park	I/IB	26-60,85-109	60	Sept. 11	46	1	1	14
Weston Park	II	110-138	29	Jul. 11	14			15
Weston Park	III-A	139-150	12	Dec. 10	3			9
Weston Park	IV	61--84	24	Sept. 11	17	1	2	7
Weston Village	I	1--64	64	Sept. 08	6			58

SUBDIVISION NAME	SECT. NO.	LOT NO	NO. OF LOTS	Last Lot Permitted	PERMITTED LOTS (Total)	Perm.Lots August	Perm.Lots Sept.	AVAIL LOTS
Winslow Park @ Berkshire	I	1--49	49	Feb. 08	36			13
Winslow Park @ Berkshire	II	50-86	37	Dec. 07	28			9
Woodlands of So. Meadows		1--50, 52-63	62	Apr. 11	16			46
Wynthrope Hall		1--81	81	Sept. 11	28		1	53
TOTAL					2799		25	1507

LOTS AVAILABLE BY SCHOOL ZONE

**PERMITS ISSUED BY SCHOOL ZONE
Sept. 11**

MITCHELL-NEILSON--	95	1
NORTHFIELD--	0	0
SCALES	637	19
ERMA SIEGEL	220	1
JOHN PITTARD	148	1
BRADLEY--	0	0
HOBGOOD--	0	0
CASON LANE	205	0
BLACK FOX	202	3
TOTAL	1507	25

F.W. Dodge Summary Report

City of Murfreesboro Planning and Engineering/Building and Codes Departments

City of Murfreesboro													
Permits Issued 2011													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	31	18	25	39	16	32	40	37	26				264
Single-Family Attached Units	4	0	7	8	0	0	11	12	8				50
Two-Family/Multi-Family Units	0	0	0	0	0	0	0	0	0				0
TOTAL RESIDENTIAL UNITS	35	18	32	47	16	32	51	49	34	0	0	0	314
New Commercial*	2	2	1	0	0	3	2	1	1				12
New Public Buildings*	0	0	0	1	0	0	0	0	0				1
All Other "Expansions"**	52	66	121	96	102	103	78	74	72				764
Total Permits*	86	86	149	138	118	138	122	114	101				1052
<i>*New F.W. Dodge report format beginning January 2002</i>													
City of Murfreesboro													
Permits Issued 2010													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	31	8	46	26	23	24	18	33	23	15	19	19	285
Single-Family Attached Units	10	21	4	0	0	4	6	4	0	0	12	0	61
Two-Family/Multi-Family Units	184	0	0	0	0	0	0	0	0	0	0	0	184
TOTAL RESIDENTIAL UNITS	225	29	50	26	23	28	24	37	23	15	31	19	530
New Commercial*	2	4	3	3	1	0	2	2	1	4	1	3	26
New Public Buildings*	0	0	0	1	0	0	0	0	0	0	0	0	1
All Other "Expansions"**	47	62	106	116	99	104	96	72	70	68	75	37	952
Total Permits*	83	78	156	146	123	129	117	108	94	87	97	59	1277
<i>*New F.W. Dodge report format beginning January 2002</i>													

F.W. Dodge Summary Report

City of Murfreesboro Planning and Engineering/Building and Codes Departments

City of Murfreesboro													
Permits Issued 2009													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	12	21	18	17	35	52	42	32	17	28	25	23	322
Single-Family Attached Units	2	4	10	0	7	0	15	25	14	3	0	4	84
Two-Family/Multi-Family Units	0	0	8	0	74	0	0	0	0	0	0	2	84
TOTAL RESIDENTIAL UNITS	14	25	36	17	116	52	57	57	31	31	25	29	490
New Commercial*	1	2	5	2	2	0	2	3	3	2	3	1	26
New Public Buildings*	0	0	1	0	0	0	0	2	1	1	0	0	5
All Other "Expansions"**	48	71	101	113	123	132	106	93	78	74	54	37	1030
Total Permits*	62	95	128	132	163	184	154	135	102	106	82	63	1406
<i>*New F.W. Dodge report format beginning January 2002</i>													
City of Murfreesboro													
Permits Issued 2008													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	35	42	36	46	38	36	34	42	26	22	9	19	385
Single-Family Attached Units	18	0	17	7	23	20	37	25	31	0	4	9	191
Two-Family/Multi-Family Units	0	2	0	0	0	0	186	0	122	120	114	354	898
TOTAL RESIDENTIAL UNITS	53	44	53	53	61	56	257	67	179	142	127	382	1474
New Commercial*	6	1	5	8	6	5	6	5	5	5	1	4	57
New Public Buildings*	0	1	0	1	0	0	1	0	1	0	0	0	4
All Other "Expansions"**	70	96	96	108	119	110	105	99	95	79	51	43	1071
Total Permits*	115	141	141	164	169	155	154	154	132	107	64	72	1568
<i>*New F.W. Dodge report format beginning January 2002</i>													

F.W. Dodge Summary Report

City of Murfreesboro Planning and Engineering/Building and Codes Departments

City of Murfreesboro													
Permits Issued 2007													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	83	127	106	99	64	95	72	33	44	49	31	41	844
Single-Family Attached Units	9	35	23	48	48	25	42	28	9	27	0	19	313
Two-Family/Multi-Family Units	16	0	0	40	62	2	0	96	19	0	2	0	237
TOTAL RESIDENTIAL UNITS	108	162	129	187	174	122	114	157	72	76	33	60	1394
New Commercial*	10	5	9	12	10	5	6	10	7	9	4	8	95
New Public Buildings*	0	1	0	1	1	0	1	1	0	1	0	1	7
All Other "Expansions"**	74	66	104	103	107	120	118	113	109	127	68	67	1176
Total Permits*	170	205	225	231	201	246	106	185	168	194	104	121	2156
<i>*New F.W. Dodge report format beginning January 2002</i>													
City of Murfreesboro													
Permits Issued 2006													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	86	116	161	109	111	131	111	129	76	66	85	64	1245
Single-Family Attached Units	36	41	83	32	30	24	18	20	14	21	33	0	352
Two-Family/Multi-Family Units	0	2	0	0	5	0	0	322	0	16	0	0	345
TOTAL RESIDENTIAL UNITS	122	159	244	141	146	155	129	471	90	103	118	64	1942
New Commercial*	8	5	5	7	1	7	7	9	7	4	4	4	68
New Public Buildings*	0	0	0	0	0	2	0	0	0	1	0	0	3
All Other "Expansions"**	56	75	69	87	88	120	85	78	81	73	71	55	938
Total Permits*	157	205	257	210	213	267	209	223	171	150	168	124	2354
<i>*New F.W. Dodge report format beginning January 2002</i>													

F.W. Dodge Summary Report

City of Murfreesboro Planning and Engineering/Building and Codes Departments

City of Murfreesboro													
Permits Issued 2005													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	81	109	139	115	98	115	122	142	157	144	115	78	1415
Single-Family Attached Units	43	29	22	18	36	26	22	50	43	27	40	22	378
Two-Family/Multi-Family Units	221	0	0	250	0	204	0	330	0	0	0	0	1005
TOTAL RESIDENTIAL UNITS	345	138	161	383	134	345	144	522	200	171	155	100	2798
New Commercial*	5	4	5	11	8	4	6	3	5	4	4	6	65
New Public Buildings*	2	1	1	0	0	0	0	2	1	1	0	1	9
All Other "Expansions"**	62	49	87	89	106	81	76	67	62	54	59	37	829
Total Permits*	163	171	237	222	221	210	209	229	236	212	186	130	2426
<i>*New F.W. Dodge report format beginning January 2002</i>													
City of Murfreesboro													
Permits Issued 2004													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	104	100	181	137	126	99	137	130	135	100	96	206	1551
Single-Family Attached Units	14	29	30	38	31	32	32	33	28	14	19	53	353
Two-Family/Multi-Family Units	24	108	690	87	0	0	0	128	0	0	0	230	1267
TOTAL RESIDENTIAL UNITS	142	237	901	262	157	131	169	291	163	114	115	489	3171
New Commercial*	10	0	3	5	6	6	9	10	3	6	6	2	66
New Public Buildings*	1	0	1	0	1	0	0	0	0	0	1	0	4
All Other "Expansions"**	55	54	83	63	64	100	188	71	61	61	48	46	894
Total Permits*	179	163	279	218	209	219	344	219	207	171	156	261	2625
<i>*New F.W. Dodge report format beginning January 2002</i>													

F.W. Dodge Summary Report

City of Murfreesboro Planning and Engineering/Building and Codes Departments

City of Murfreesboro													
Permits Issued 2003													
PERMIT TYPE	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEPT	OCT	NOV	DEC	YTD TOTAL
Single-Family Detached Units	93	76	145	130	91	150	137	147	103	105	66	87	1330
Single-Family Attached Units	18	4	16	40	33	39	28	32	19	18	8	18	273
Two-Family/Multi-Family Units	0	0	0	0	16	0	16	0	8	76	4	0	120
TOTAL RESIDENTIAL UNITS	111	80	161	170	140	189	181	179	130	199	78	105	1723
New Commercial*	2	1	4	4	4	6	5	3	4	8	3	6	50
New Public Buildings*	0	0	0	1	1	1	1	0	0	1	0	1	6
All Other "Expansions"**	38	59	73	79	61	97	94	86	67	78	40	40	812
Total Permits*	140	138	228	229	172	266	245	248	180	203	112	143	2304
<i>*New F.W. Dodge report format beginning January 2002</i>													

MURFREESBORO CITY SCHOOL BOARD POLICY

Descriptor Term: SCHOOL SUPPORT ORGANIZATIONS	Descriptor No: BO 39	Date Adopted: 9/07
	Reviewed/Revision Adopted: 8/08; 3/11	

1 Introduction

2

3 **This policy is adopted in order to implement the requirements set forth in the School**
4 **Support Organization Financial Accountability Act (T.C.A. §49-2-601 et. seq.). Only a**
5 **group or organization that has entered into a written cooperative agreement with the Board may**
6 **use the name, mascot or logo of the school district or school to solicit or raise money, materials,**
7 **property, securities, services, or other things of value.**

8

9 A civic organization operating concessions or parking at school-sponsored events is not a school
10 support organization subject to this policy.

11

12 Definitions

13

14 **The terms set forth below as used in this policy shall have the same meanings as set forth in**
15 **T.C.A. §49-2-603:**

16

17 **1. "Donation" means any gift or contribution of money, materials, property or securities**
18 **from any nongovernmental source received by a school official or employee for the**
19 **benefit of a school district, school, school club, or academic, arts, athletic or social**
20 **activity related to a school;**

21

22 **2. "Internal school funds" mean any and all money received and accounted for at**
23 **individual schools, and specifically include, but are not limited to:**

24

25 **a. Any donation or grant made to the school, a school club, or any academic, arts,**
26 **athletic or social activity related to a school;**

27 **b. Funds for cafeteria services operated at the school;**

28 **c. Fees collected by the school;**

29 **d. Funds transferred to the local school from the school board that are to be**
30 **accounted for at the local school level;**

31 **e. Funds raised through cooperative agreements with outside organizations;**

32 **f. Rental fees charged outside entities for use of school facilities; and**

33 **g. Student activity funds;**

34

35

- 36 3. "School representative" means:
37
38 a. When a school support organization's primary purpose is to support a school
39 system or an individual school:
40
41 i. A school board member;
42 ii. The director of schools;
43 iii. A principal; and
44 iv. Any individual who is primarily responsible for accounting for school
45 system funds or the funds of an individual school; and
46
47 b. When a school support organization's primary purpose is to support a local
48 school club or academic, arts, athletic, or social activity related to a school:
49
50 i. A school board member;
51 ii. The director of schools;
52 iii. A principal;
53 iv. Any individual who is primarily responsible for accounting for school
54 system funds or the funds of an individual school; and
55 v. Any individual who works for the school system and who as part of the
56 individual's employment by the school system is charged with directing
57 or assisting in directing the related school club or activity;
58
59 c. "School representative" shall specifically include, but shall not be limited to,
60 coaches, assistant coaches, band directors, or any other school sponsor of a
61 related club or activity;
62
63 4. a. "School support organization" means a booster club, foundation, parent teacher
64 association, parent teacher organization, parent teacher support association, or
65 any other nongovernmental organization or group of persons whose primary
66 purpose is to support a school district, school, school club, or academic, arts,
67 athletic or social activities related to a school, that collects or receives money,
68 materials, property or securities from students, parents or members of the
69 general public;
70 b. For the purposes of this part, a group of persons who merely request that
71 students, parents, or members of the general public make donations to a school
72 district, school, school club, or academic, arts, athletic or social activity related
73 to a school or assist in the raising of funds for a specified purpose under the
74 sponsorship of a school employee where the funds are turned over to the school
75 to be used for the specific purpose for which the funds were raised, shall not be
76 considered a school support organization;
77
78 5. "School support organization funds" include all money, materials, property or
79 securities raised by a school support organization or any organization that represents
80 itself to students, parents or members of the general public to be a school support
81 organization; and
82
83 6. "Student activity funds" include all money received from any source for school-
84 sponsored student activities or school-sponsored events held at or in connection with a
85 school, and specifically include, but are not limited to, any money:
86

- 87 a. Derived from a school-sponsored academic, art, athletic or social event involving
88 students;
- 89 b. Raised by school-sponsored clubs involving students;
- 90 c. Raised by school-sponsored fundraisers involving students who are under the
91 supervision of a school employee;
- 92 d. Received from a commission for the direct sale of items to students pursuant to a
93 cooperative agreement between the school and an outside organization;
- 94 e. Received for the direct sale of items to students from a school-run bookstore
95 located on school grounds;
- 96 f. Raised from fees charged students;
- 97 g. Obtained from interest from any account that contains student activity funds; or
- 98 h. i. Obtained from any related school-sponsored activity that involves the use
99 of school personnel, students, and property during the school day;
- 100 ii. For the purpose of subdivision (6)(H)(i), "school day" means the regular
101 hours of operation of the school during which classes are conducted.
- 102

103 Reporting and Records

104

105 The Director or the Director's designee shall annually post a list of organizations that are
106 recognized as school support organizations on the school district's website.

107

108 Any forms, annual reports, or financial statements shall be open to public inspection as a public
109 record.

110

111 Procedures

112

113 The Director shall create procedures to oversee the relationship between the Board and any
114 school support organization. These procedures shall include, at a minimum, the following:

115

- 116 1. Any agreement between the Board and a school support organization shall be in writing and
117 signed by the Director or the Director's designee and an authorized agent of the school
118 support organization seeking authorization. This agreement shall contain, at a minimum, the
119 following provisions:
- 120
- 121 a. An agreement to abide by any policies and procedures regarding school support
122 organizations; and,
- 123 b. An agreement to indemnify the Board, the Director and all other agents of the local
124 education agency for the actions of the school support organization.
- 125
- 126 2. Prior to entering into any agreement, a school support organization shall submit the following
127 to the Director or the Director's designee:
- 128
- 129 a. Documentation confirming the school support organization's status as a non-profit
130 organization, foundation, or a chartered member of a nonprofit organization or
131 foundation; **provided, however, that nothing in BO 39 or the "School Support
132 Organization Financial Accountability Act" (T.C.A. §49-2-601 et. seq. requires
133 that the organization be a 501(c)(3) organization under the Internal Revenue
134 Code, codified in 26 U.S.C. §501(c)(3).**
- 135 b. A written statement of the goals and objectives of the group or organization;
- 136 c. The principal contact telephone and address, as well as the telephone number, address,
137 and position of each officer of the group or organization; and,
- 138

- 139 d. A copy of the school support organization’s written policy specifying reasonable
140 procedures for accounting, controlling, and safeguarding any money, materials,
141 property, securities, services, or other things of value collected or disbursed by it.
142
- 143 3. The Director shall designate a date prior to the beginning of the regular school year for the
144 school support organization to submit a form to the Director or the Director’s designee which
145 verifies the information previously provided by the school support organization is correct, or,
146 if the information is no longer correct, that date shall be the deadline for any corrections.
147
- 148 4. The school support organization shall abide by all applicable Federal, State and local laws,
149 ordinances and regulations in its activities.
150
- 151 5. The school support organization shall maintain, **at a minimum**, a copy of its charter, bylaws,
152 **detailed statements of receipts and disbursements**, minutes **of any meetings**, and
153 documentation of its recognition as a nonprofit organization.
154
- 155 6. The school support organization shall maintain **statements and** financial records for a period
156 of at least four (4) years. **Such documents shall be available upon request by any member**
157 **of the organization, principal, Director of Schools or Director’s designee or the Office of**
158 **the Comptroller of the Treasury.**
159
- 160 7. The school support organization shall operate within the applicable standards and guidelines
161 set by a related state association, if applicable, and shall not promote, encourage or acquiesce
162 in any violation of student or team eligibility requirements, conduct codes or sportsmanship
163 standards.
164
- 165 8. The school support organization’s officers shall ensure that school support organization funds
166 are safeguarded and are spent only for purposes related to the stated goals and objectives of
167 the organization. **The organization shall adopt and maintain a written policy that**
168 **specifies reasonable procedures for accounting, controlling and safeguarding any**
169 **money, materials, property or securities collected or disbursed by it.**
170
- 171 9. The school support organization shall obtain the approval of the Director or Director’s
172 designee before undertaking any fundraising activity. The Director or Director’s designee
173 shall consider, at a minimum, the following when approving or denying a request by a support
174 organization to engage in a fundraising activity:
175
- 176 a. Whether the fundraising activity, as scheduled, conflicts with the fundraising activity
177 of the school district or an individual school within that district; and,
178 b. Whether the fundraising activity is consistent with the goals and mission of the school
179 or school district.
180
- 181 10. The school support organization shall provide access to all books, records, and bank account
182 information for the school support organization to officials of the local school board, local
183 principal, or auditors of the office of the comptroller of the treasury upon request.
184
- 185 11. A school representative cannot act as a treasurer or bookkeeper for a school support
186 organization, or be a signatory on the checks for a school support organization. A majority
187 of the voting members of any school support organization board should not be composed of
188 school representatives.
189

190 **12. The school support organization shall file a statement of total revenues and**
191 **disbursements before the end of each school year.**
192

193 The Director may enact procedures to suspend or revoke the authorization of any school support
194 organization for a failure to abide by the policies and procedures regarding school support
195 organizations.

196
197 Concessions and Parking
198

199 The principal of a school may agree to allow an authorized school support organization to
200 operate and collect money for a concession stand or parking at a related school academic, arts,
201 athletic, or social event on school property without the prior approval of the Director or
202 Director's designee. Any money payable to the school pursuant to the agreement with the
203 principal will be considered school support group funds and not student activity funds if the
204 school support organization provides the school with the relevant collection documentation
205 required by the student activity funds manual produced by the State.
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232 _____
233 Legal Reference:

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235 T.C.A. §49-2-601, et seq.

MURFREESBORO CITY SCHOOL BOARD POLICY

Descriptor Term: STUDENT DISCIPLINARY HEARING AUTHORITY	Descriptor No: STU 24	Date Adopted: 1/01
Reviewed/Revision Adopted:		

1 A Disciplinary Hearing Authority (DHA) will conduct hearings for students who have been
2 suspended, expelled, or remanded for more than ten (10) school days **and who file an appeal of**
3 **the disciplinary decision, orally or in writing, within five (5) days after receipt of the notice.**
4 **An appeal may be filed by the parent or guardian, the student or any person holding a**
5 **teaching license who is employed by the school system if requested by the student.** The
6 Board **delegates to the Director of Schools the responsibility to appoint members to a DHA.**
7 **The Director shall appoint members of the DHA which shall consist of no more than seven (7)**
8 **members to the DHA, which shall include three school system administrators and**
9 ~~(maximum number must not exceed total membership of Board), at least two (2) of whom shall~~
10 be licensed employees of the Board. **The student’s principal shall not be a member of the**
11 **hearing authority. The DHA must include the Special Education Supervisor if the student**
12 **has been verified as having a disabling condition. The Director of Schools or designee shall**
13 **serve as the non-voting chair person of the DHA and shall be responsible for scheduling the**
14 **hearing and preparing the written findings of the DHA.** DHA members shall be subject to
15 reappointment. The chair of the DHA should have received appropriate state training. Board
16 members shall not serve on the DHA.

17
18 ~~The Director of Schools shall appoint a chairman of the DHA from the members appointed by~~
19 ~~the Board.~~

20
21 The **chair person** shall perform the following duties:

- 22
- 23 1. Identify the members of the DHA assigned to hear each individual case;
- 24 2. Prepare and disseminate the minutes of each meeting;
- 25 3. Set the time, place, and date for each hearing;
- 26 4. Notify appropriate persons of each meeting within forty-eight (48) hours of receiving
- 27 notification of the suspension/expulsion; and
- 28 5. Sign and maintain a copy of the minutes of each meeting.
- 29

30 Each hearing shall be conducted by at least three (3) members of the DHA, one of which must be
31 a licensed employee of the Board. The hearing must be held; a decision must be rendered; and
32 notification of the decision must be provided to the parents and/or student and the principal no
33 later than ten (10) days after the beginning of the suspension/expulsion. Notification of the
34 decision shall include a statement of the right of either party within five (5) days after receiving
35 the decision to request a review by the Board.

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The DHA may take the following disciplinary actions:

1. Affirm the decision of the school principal;
2. Order removal of the suspension/expulsion unconditionally;
3. Order removal of the suspension/expulsion upon such terms and conditions as it deems reasonable **within the policies of the Board and State law**;
4. Remand the student to alternative placement; **or**
5. Suspend/Expel/~~Remand~~ the student **from any school or assign to alternative placement** for a specified period of time.*

A written record of the proceedings, including a summary of the facts and the reasons supporting the decision, shall be made by the DHA.

Only after exhausting appeal procedures, the principal or the student (or the student's parents) may request review by the Board of Education. The appeal to the Board must be presented to the Director in writing within five (5) days after the date of the Disciplinary Hearing Authority hearing. Absent a timely appeal, the decision shall be final.

If a review of the hearing is requested by either the student or principal, the Board shall either review the record or grant a second hearing.

If the Board chooses to review the record it shall:

1. Affirm the decision of the hearing authority; or
2. Modify the decision to a lesser penalty*; or
3. Grant a hearing before the Board.

If the Board chooses to grant a hearing, it may:

1. Affirm the decision of the hearing authority; or
2. Modify the decision in any manner **including imposing a lesser or more severe penalty than that of the DHA***.
- ~~3. Impose a more severe penalty than that of the hearing authority.~~

The action of the Board shall be final.

***Note: Notwithstanding anything herein to the contrary, if the student is determined to have knowingly violated the zero-tolerance prohibitions against firearms, drugs, drug paraphernalia, or assault on a school employee and has been given fair due process procedures, only the Director may modify the one calendar year suspension from school.**

~~*Note: Zero tolerance offenses set forth in statute (firearms, drug possession, and battery upon a school employee) require mandatory calendar year expulsion or assignment to alternative placement for a calendar year unless modified by the Director of Schools.~~

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Legal Reference:

T.C.A. 49-6-3401(c)(4)

T.C.A. 39-17-1309; 18 U.S.C. 921

T.C.A. 49-6-4216 (Zero Tolerance)

T.C.A. 49-6-4202 (Definitions of dangerous weapons, drugs, drug paraphernalia, etc.)

T.C.A. 49-6-3401 (Suspension of Students)

T.C.A. 49-6-4209

T.C.A. 49-6-3402

MURFREESBORO CITY SCHOOL BOARD POLICY

Descriptor Term:	Descriptor No:	Date Adopted:
TENURE AND NONTENURE	PER 16	4/79
	Reviewed/Revision Adopted:	
8/01; 1/05		

1 As of July 1, 2011, there are two parallel systems of tenure operating in Murfreesboro City
 2 Schools for current employees who work in a position which requires a teacher license (hereafter
 3 referred to as a “certified employee”).
 4

5 The first system applies to any certified employee who obtained tenure prior to July 1, 2011.
 6 Tenure was granted to these employees based upon three (3) criteria:
 7

- 8 1. Successful completion of a probationary period of three (3) school years.
- 9 2. Recommendation by the Director of Schools for granting tenure.
- 10 3. A majority vote of the Murfreesboro City School Board for granting tenure.

11
 12 If the certified employee failed to meet any of these criteria, then the certified employee could
 13 not be re-employed for a fourth year.
 14

15 The second system applies to any certified employee who becomes eligible for tenure after July
 16 1, 2011. Tenure will be granted to these employees based on the following criteria:
 17

- 18 1. A degree from an approved four-year college or any career and technical teacher who has
 19 the equivalent amount of training established and licensed by the Tennessee State Board
 20 of Education;
- 21 2. A valid teacher license, issued by the State Board of Education, based on training
 22 covering the subjects or grades taught;
- 23 3. Completion of a probationary period of five (5) school years or not less than forty-five
 24 (45) months within the last seven year period, the last two (2) years being employed in a
 25 regular teaching position rather than an interim teaching position;
- 26 4. Evaluations demonstrating an overall performance effectiveness level of “above
 27 expectations” or “significantly above expectations” during the last two (2) years of the
 28 probationary period as provided in the evaluation guidelines adopted by the State Board
 29 of Education pursuant to TCA 49-1-302;
- 30 5. Recommendation by the Director of Schools for granting tenure; and
- 31 6. A majority vote of Murfreesboro City School Board for granting tenure.

32
 33 Tenure is granted only upon the recommendation of the Director of Schools and by approval of
 34 the Murfreesboro City School Board and is obtained in the system, not in a specific location or
 35 position.

36 A certified employee who does not meet the evaluation requirements set forth by the State Board
37 of Education may continue to remain employed in a position which requires a teacher license on
38 a year-to-year contract as a probationary employee until the employee is eligible for tenure.

39
40 **Previous Tenure in MCS or another System**

41
42 A certified employee who had attained tenure status in Murfreesboro City Schools and later
43 resigned from the system shall serve a two-year probationary period upon re-employment by the
44 system, unless the probationary period is waived by the Murfreesboro City School Board upon
45 the request of the Director of Schools.

46
47 A certified employee who had received tenure in another school system shall serve the regular
48 probationary period in Murfreesboro City Schools, unless the probationary period is waived by
49 the Murfreesboro City School Board upon the request of the Director of Schools.

50
51 **Tenure**

52
53 “Tenure” is the employment status other than probation that a certified employee may be under
54 while employed in the public schools. A certified employee has no property right in the tenure
55 status and must sustain a specified performance effectiveness level required on evaluations to
56 achieve and maintain tenure status. If a certified employee acquires tenure, the teacher shall
57 remain under that status until such time as the certified employee resigns, retires, is dismissed or
58 the certified employee is returned to probationary status. Any certified employee who, after
59 acquiring tenure status, receives two (2) consecutive years of evaluations demonstrating an
60 overall performance effectiveness level of “below expectations” or “significantly below
61 expectations,” as provided by the evaluation guidelines adopted by the State Board of Education
62 pursuant to TCA 49-1-302, shall be returned to probationary status by the Director of Schools
63 until the certified employee has received two (2) consecutive years of evaluations demonstrating
64 an overall performance effectiveness level of “above expectations” or “significantly above
65 expectations.”

66
67 Once a certified employee is eligible for tenure, the Director of Schools shall recommend the
68 certified employee for tenure or non-renewal; provided, however, that the certified employee
69 cannot be continued in employment if tenure is not granted by the Murfreesboro City School
70 Board.

71
72 **Those certified employees who have taught five or more years and still on a probationary**
73 **status will receive a letter by June 15th of each year stating whether or not they will be**
74 **offered a contract for the next school year. A certified employee who is non-renewed by**
75 **the Director of Schools or is not granted tenure by the Murfreesboro City School Board**
76 **shall be provided notice by June 15th.**

MURFREESBORO CITY SCHOOL BOARD POLICY

Descriptor Term: EVALUATION OF PROFESSIONAL STAFF	Descriptor No: PER 17	Date Adopted: 4/79
	Reviewed/Revision Adopted: 1/89; 8/01	

1 In order to assure high quality performance of teachers and the administrators and to advance the
2 instructional program of the Murfreesboro City Schools, a continuous evaluation program for
3 teachers and administrators will be established.

4
5 Principals or their designees shall evaluate teachers and all other employees in their schools.
6 Supervisors or department heads shall evaluate personnel not directly assigned to the principal.
7 The Director of Schools shall evaluate all principals, management personnel, and any employee
8 who answers directly to the Director of Schools.

9
10 Murfreesboro City Schools shall follow the guidelines of a State and Board approved model for
11 local evaluation.

12
13
14 **APRENTICE/TRANSITIONAL LICENSED TEACHERS**

15
16 Apprentice/Transitional licensed teachers shall be evaluated each year with the annual evaluation
17 to be completed by May 15th. These teachers shall be observed six (6) times, and at least three
18 (3) observations shall be formal observations. Three (3) observations must be performed by the
19 principal, and three (3) observations must be performed by the principal or designee, as follows:

20
21 The principal shall observe each apprentice/transitional licensed teacher at least three (3) times
22 per year, with two (2) being formal observations and one (1) being an informal observation. In
23 addition to the above three (3) observations, the principal or designee shall observe each
24 apprentice/transitional licensed teacher at least three (3) other times, with one (1) of those being
25 a formal observation and two (2) being an informal.

26
27 If any observer who is a principal's designee notes a deficiency during any observation, they
28 shall immediately provide a copy of the observation to the principal.

29
30 **PROFESSIONAL LICENSED TEACHERS**

31
32 Professional licensed teachers shall be evaluated each year with the annual evaluation to be
33 completed by **May 15th**. These teachers shall be observed four (4) times, or as often as the
34 principal deems necessary to determine and ensure current competence and effective
35 performance, and with no fewer than two (2) formal observations and two (2) informal

36 observations. Two (2) observations must be performed by the principal and two (2) observations
37 must be performed by the principal or a designee, as follows:

38
39 The principal shall observe each professional licensed teacher at least two (2) times per year,
40 with one (1) being a formal observation and one (1) being an informal observation. In addition
41 to the above two (2) observations, the principal or a designee shall observe each professional
42 licensed teacher two (2) times, with one (1) being a formal observation and one (1) being
43 informal.

44
45 If any observer who is a principal's designee notes a deficiency during any observation, they
46 shall immediately provide a copy of the observation to the principal.

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48

49 **EVALUATION RECORDS**

50
51 Personnel evaluations will be kept in the professional employees personnel file at the Central
52 Office. The evaluation file shall include all yearly, written service evaluations of professional
53 employees.

54
55 Additional evaluative materials such as complaints, suggestions for improvement, observation
56 reports by consultants, and commendations may be placed in the employee's file under the
57 following conditions:

- 58
59 a) The comment is signed by the author,
60 b) The employee is notified by the Director of Schools that such comment is available in the
61 Director of School's office prior to the placement in the teacher's file, and
62 c) The employee shall have an opportunity to read and initial the material and to offer a
63 written denial or explanation and have it placed with the comment.

64
65 Materials may be removed from a teacher's personnel file by mutual agreement of the teacher
66 and the Director of Schools. No removed records shall be destroyed except in compliance with
67 state and federal law.

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75 Legal References:

76 TCA 49-5-5202, 5203 5204, 5205

77 TCA 49-5-5206(b), and 5206(c)

78 TRR/MS 0520-2-1-.02

DRAFT AGENDA
MURFREESBORO CITY SCHOOL BOARD
Tuesday, October 25, 2011
6:30 p.m.—Council Chambers

ORDER OF BUSINESS

I. CALL TO ORDER BY BOARD CHAIR

- Pledge of Allegiance
- Moment of Silence

WELCOME TO NEW SCHOOL BOARD MEMBER—MRS. COLLIER SMITH

II. APPROVAL OF AGENDA

III. COMMUNICATIONS

- November 13-19 is American Education Week. Theme—*Great Public Schools: A Basic Right and Our Responsibility*
- The “Excellence in Education Celebration” honoring former Representative John Hood will be held on February 10, 2012, at Stones River Country Club.

IV. CONSENT ITEMS (Tab 1)

- A. Approval of Minutes of September 27, 2011 Board Meeting and the October 11, 2011 Special Called Board Meeting—Retreat
- B. Approval of School Fees
- C. Approval of Board Policies—Second Reading
- D. Approval of “Report of System/School Compliance Based on Tennessee State Statutes and State Board of Education Rules, Regulations, and Minimum Standards for Approval of Schools”

V. ACTION ITEMS

- A. Approval of Board Policies—First Reading (Tab 2)

VI. REPORTS/INFORMATION

A. Personnel Update (Tab 3)

1. Retirements, Resignations, Leaves of Absence/Other Information--Certified Personnel
2. Classified Personnel Hired

B. Monthly Revenue and Expenditure Report (Tab 4)

C. Attendance Report (Tab 5)

VII. OTHER BUSINESS

VIII. ADJOURNMENT

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