

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
 - PER 16—Tenure and Nontenure
 - PER 17—Evaluation of Professional Staff

V. ACTION ITEMS

- A. Approval of Board Policies—First Reading (Tab 2)
 - BO 39—School Support Organizations
 - STU 24—Disciplinary Hearing Authority
- B. Contract with Director of Schools (Tab 3)

VI. REPORTS/INFORMATION

A. Personnel Update (Tab 4)

1. Licensed Personnel Hired
2. Classified Personnel Hired
3. Leave of Absence—Instructional Personnel
4. Resignations

B. Monthly Revenue and Expenditure Report (Tab 5)

C. Attendance Report (Tab 6)

VII. OTHER BUSINESS

VIII. ADJOURNMENT

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

MINUTES
MURFREESBORO CITY BOARD OF EDUCATION
Tuesday, September 27, 2011
6:30 p.m.—Council Chambers

ATTENDANCE

Board: Chair Mary Wade, Susan Andrews, Butch Campbell, Nancy Duggin, Nancy Phillips, and Council Liaison Ron Washington. Absent: Dennis Rainier.

Staff: Director Linda Gilbert, Gary Anderson, Caresa Brooks, Crystal Farris, Tammy Grizzard, Karen Hawkins, Michelle Hummel, Ralph Ringstaff, Lisa Trail, and Priscilla Van Tries.

Others: Staff Attorney Kelley Baker, *Daily News Journal* Reporter Mealand Ragland-Hudgins, and others.

ORDER OF BUSINESS

I. CALL TO ORDER BY BOARD CHAIR

Chair Mary Wade called the Board meeting to order at approximately 6:30 p.m. followed by the Pledge of Allegiance and a moment of silence.

II. ACKNOWLEDGEMENT

*Chair Wade recognized Dr. Ray Butrum
for his years of service on the School Board, 2006-2011,
and his contribution to the education of MCS students.*

Chair Wade thanked Dr. Butrum for his service on the Board for the past five years and wished him well in his new position as Director of Bedford County Schools.

III. APPROVAL OF AGENDA

On motion by Dr. Andrews and second by Mr. Campbell, the agenda was approved as presented by acclamation.

IV. COMMUNICATIONS

- Introduction of The Discovery School’s “Teachers of Critical Languages Program” Chinese teacher, Ms. Ye Cheng. Principal Linda Clark and teacher Cindy Jones introduced Ms. Ye (Helen) Cheng welcoming her to MCS and The Discovery School at Reeves-Rogers. Ms. Cheng will also reach out to Hobgood and some other schools and community involvement as well.
- Congratulations to the following Board members who received TSBA Boardmanship Awards at the recent District meeting: Susan Andrews—Level IV; Butch Campbell, Level I and Level II; Nancy Duggin—Level IV

- TSBA's Leadership Conference and Convention will be held November 12-15 at the Opryland Hotel. Theme: *Expect More—Achieve More*
- All Murfreesboro City Schools participated in Read to Succeed's "Reading in the Schools Day" held on September 23.
- Dr. Gilbert introduced Mrs. Lisa Trail, newly appointed Director of Communications.

V. CONSENT ITEMS (Tab 1)

On motion by Mrs. Phillips and second by Mrs. Duggin, the following consent agenda items were approved by acclamation.

- A. Minutes of the August 23, 2011 Regular Board Meeting and September 13, 2011 Special Called Board Meeting/Policy Work Session
- B. Certification of Compliance with TCA Section 49-3-310(4)(A)—Textbooks
- C. Textbook Adoption Committee
- D. MCS Administrator Extended Learning Plan, 2011-2012
- E. The 2011-2012 Extended Learning Programs Proposal
- F. The ESP Advisory Board
- G. School Fees
- H. Board Policies—*Second Reading*

SS 13—Service Animals in District Facilities and Vehicles
PER 20—Personal and Professional Leave for Licensed Personnel
PER 21—Assignment/Transfer or Reassignment of Licensed Personnel
PER 25—Sick Leave for Licensed Personnel
PER 26—Sick Leave for Full-Time Classified Personnel
PER 38—FMLA and Tennessee Maternity Act
PER 40—Suspension/Dismissal of Non-Licensed Employees

VI. ACTION ITEMS

- A. Approval of Contract with Auditors (Tab 2)

Mr. Anderson explained that Crosslin & Associates have been the system auditors for the past six years without an increase in the initial \$45,000 cost. With the new regulations and additional funding sources, the proposed contract reflects an increase in cost to \$49,950 per year for the next three years. Dr. Andrews added that when Crosslin & Associates were awarded their first contract with MCS, they cost less at that time than the

auditing firm hired before them. Dr. Andrews moved to approve the contract as presented; Mrs. Phillips seconded the motion. The motion carried by acclamation. Mrs. Phillips requested that the auditors attend the Board meeting to present the audit to the Board and for public information.

B. Approval of Board Policies—*First Reading* (Tab 3)

PER 16—Tenure and Nontenure (*Revision*)

Mr. Ringstaff explained that as of July 1, 2011, every school system operates under two parallel tenure laws:

Prior to July 1, 2011, tenure was granted to certified employees based on three criteria:

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

Now, the probationary period is five years and the last two years they have to get above expectations or significantly above expectations to be eligible for tenure. The Director would need to recommend tenure and the Board approve the Director's recommendation for that individual to receive tenure. If a person is not eligible for tenure, they can be employed on a year-to-year contract after five years. Once eligible for tenure, having achieved above expectations or significantly above expectations for two years, the Director of Schools must either recommend the individual for tenure or non-renew that teacher; or if the School Board does not grant tenure, they cannot be re-employed the next year. Once tenure is granted if the individual receives below expectations or significantly below expectations, the individual goes back to probationary status and will not receive tenure again until they receive two consecutive years of above expectations or significantly above expectations. Persons returning to MCS who previously were tenured in the system must serve a probationary two-year period unless the two-year probationary period is waived by the School Board on the recommendation of the Director. Teachers who are not returning or will not be renewed must be notified by June 15.

Dr. Gilbert stated that she does not see any changes being made in this tenure process. Teachers who have completed two years will not be eligible for tenure for three more years for a total of five years. She stated that she does not want to get rid of effective teachers. Teachers who already have tenure elsewhere will not want to enter our school system and fall under these requirements. Teachers make the difference. Mr. Campbell expressed concern over the amount of time the new evaluation system requires and over the stress felt by the administration, principals, and teachers.

Mrs. Phillips moved to approve PER 16 as presented; Mrs. Duggin seconded the motion. The motion carried by acclamation.

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

Mr. Ringstaff explained that with the new evaluation system, apprentice/transitional licensed teachers will be evaluated each year with completion of the evaluations by May 15 as follows: *The principal shall observe each apprentice/transitional licensed teacher at least three (3) times per year, with two (2) being formal observations and one (1) being an informal observation. In addition to the above three (3) observations, the principal or designee shall observe each apprentice/transitional licensed teacher at least three (3) other times, with one (1) of those being a formal observation and two (2) being an informal.*

Professional licensed teachers will be evaluated each year with completion by May 15 as follows: *These teachers shall be observed four (4) times, or as often as the principal deems necessary to determine and ensure current competence and effective performance, and with no fewer than two (2) formal observations and two (2) informal observations. Two (2) observations must be performed by the principal and two (2) observations must be performed by the principal or a designee, as follows: The principal shall observe each professional licensed teacher at least two (2) times per year, with one (1) being a formal observation and one (1) being an informal observation, In addition to the above two (2) observations, the principal or a designee shall observe each professional licensed teacher two (2) times, with one (1) being a formal observation and one (1) being informal.*

Mrs. Duggin asked that a request be made to the appropriate person to add to the rubric something in writing for “2” and “4” as principals only have hard copies of “1,” “3,” and “5.” Dr. Gilbert stated that she will take care of making this request. Mrs. Phillips added that she is aware of the enormous amount of time required in this process.

Mrs. Duggin moved to approve PER 17, with date change of May 15, as presented; Mr. Campbell seconded the motion. The motion carried by acclamation.

PER 46—Employee Use of Social Electronic Media (*New*)

Chair Wade asked that PER 46—Employee Use of Social Media be removed from the agenda as the administration would like to have input from principals and from newly appointed Director of Communications Lisa Trail. Mrs. Duggin moved to remove PER 46 from the agenda; Dr. Andrews seconded the motion. The motion carried by acclamation.

C. Election of Board Chair and Board Vice Chair

Mrs. Baker asked if the Board would prefer to delay the election of board officers until Council has appointed a replacement for Dr. Butrum. The Board wished to continue.

Mrs. Baker explained that according to Board Policy BO 3 and state statute T.C.A. §49-2-202 and section 25-6 of the Murfreesboro City Code, Board officers are to be elected

annually. State statute mandates that the Board only elect a Chair but board policy BO 3 mandates that the Board elect a Chair and a Vice Chair. The length of the term for Chair and Vice Chair would be November 1, 2011 through October 31, 2012. She will call for nominations for Board Chair followed by a roll call with each Board member stating the name of the candidate for which they are voting. The same procedure will be used for the election of the Vice Chair. A candidate must receive a majority vote, four votes, to be elected to the office for which they have been nominated.

Mrs. Baker called for nominations for the office of Board Chair. Mrs. Phillips nominated Mrs. Wade. There were no other nominations. On roll call: Andrews—Wade; Campbell—Wade; Duggin—Wade, Phillips—Wade; Wade—Wade. Mrs. Wade was elected to the office of Board Chair.

Mrs. Baker called for nominations for the office of Board Vice Chair. Mr. Campbell nominated Mrs. Duggin. Mrs. Phillips nominated Dr. Andrews. Dr. Andrews nominated Mrs. Phillips. Both Mrs. Phillips and Dr. Andrews respectfully declined the nomination. On roll call: Andrews—Duggin; Campbell—Duggin; Duggin—Duggin; Phillips—Duggin; Wade—Duggin. Mrs. Duggin was elected to the office of Board Vice Chair.

Dr. Gilbert thanked the Board for their work and leadership to support the administrators, teachers, students, and parents providing the resources necessary to get the job done. Dr. Andrews commented that the valuable resources are the system's people with teachers as number one. The Board's decisions should always be made with the welfare of the children as the focus. Evaluations are valuable if they are viewed as a learning experience.

VII. REPORTS/INFORMATION

A. Update on Instructional Program

Dr. Gilbert stated that MCS has a very strong instructional team. In addition to the three who will address the Board, the team consists of Special Education Supervisor Priscilla Van Tries, Coordinator of Special Projects Michelle Hummel, and Coordinator of Federal Projects & School Support Services Crystal Farris.

Mrs. Karen Hawkins, Coordinator of Curriculum, stated that students have textbooks/resources in hand. They are still evaluating the teacher resources and will continue to evaluate with the objective to provide all the resources needed. With two adoptions, math and reading, the system has had a huge undertaking but great progress has been made. The Instruction Department is providing a variety of levels of support, and a textbook consultant has visited schools to answer questions and provide assistance to teachers.

Dr. Caresa Brooks, Coordinator of Reading/Instructional Intervention, explained that all students are screened to determine if they are at risk for reading failure and the lower 20% nationwide or at-risk children have been identified. Meetings are held at each

school to determine how to help every student. All students participate in the instructional intervention program for approximately 30-45 minutes per day, with the goal to help those who are struggling and enrich those who are achieving.

Dr. Tammy Grizzard, Coordinator of Teaching and Learning, Grades 3-6, stated that she provides teacher support, going into classrooms, modeling instruction, etc. and sharing different techniques teachers find to be successful. It becomes a great learning process.

Mrs. Phillips commented that she is pleased to hear that all children receive intervention services based on their needs. Dr. Gilbert stated that the year has been difficult with the additional workload due to the new evaluation process, but she is encouraging all to focus on the children.

B. Personnel Update (Tab 4)

1. Licensed New Hires, Leaves of Absence, Interims Hired, and Resignations

C. Monthly Revenue and Expenditure Report (Tab 5)

Mr. Anderson reported that the system has completed 16.7% of the school year and has received 7.2% of anticipated revenues, which is typical since we will not receive sales tax or property tax revenue for about two months. The system is at 13.8% of expenditures, due in part to the purchase of textbooks and changing all employees to the same pay periods, which began in July.

D. Attendance Report (Tab 6)

Mr. Anderson reported that the system's total enrollment is 7,013 students, 163 students over budgeted enrollment and an increase over last year's enrollment of 180 students. Pupil:teacher ratio for grades K-3 is 18.72; for grades 4-6 is 20.82, and overall school is 19.48. Attendance this month is 97.2%. Overall pupil:licensed personnel ratio is 12.6. Mr. Anderson noted that increased expense due to increased enrollment will be partially offset from increased funding per student, and the system should receive growth money. The state will determine how much growth money school systems will receive. He also stated that employees on the state insurance plan can receive flu shots free of charge, and employees not on the state's insurance plan can make contact with the Mobile Health Unit to determine their eligibility.

VIII. OTHER BUSINESS

A. Discussion Regarding the New Evaluation System/Letter to the Commissioner

Dr. Gilbert stated that the Board has a copy of the letter requested by Mrs. Duggin to Commissioner Kevin Huffman regarding the new evaluation plan. She explained that the enormous amount of time required by the plan is taking the focus off of children.

Although they believe the Commissioner wants to improve student achievement and the quality of teachers, the letter asks that the Commissioner revisit the required observations of highly effective teachers which takes away from the time that could be spent with less effective teachers.

Mrs. Duggin added that although evaluations are critical, the requirements for evaluations pertaining to preschool, intervention, and special ed teachers are not clear. Teachers realize the value of evaluations but wish to have a clear process. She would wish that one evaluation tool could be developed to evaluate teachers across the board. An additional rubric was received for special ed. Mr. Campbell agreed noting that he is aware of the additional hours teachers spend at their schools during the week and on weekends. Mrs. Phillips agreed that Dr. Gilbert and the administration has worked very hard to get the focus on students, and the evaluation system does put the focus on teachers.

Dr. Andrews moved to approve the letter as presented be sent to Commissioner Huffman; Mr. Campbell seconded the motion. The motion carried by acclamation.

Mrs. Wade asked the Board to share their support with the administration, principals and teachers and visit if they can. She thanked Board members for their vote of confidence in re-electing her to the office of Board Chair.

Mr. Campbell asked all to keep Dennis Rainier and his family in their thoughts and prayers.

IX. ADJOURNMENT

Chair Wade adjourned the board meeting at approximately 6:30 p.m.

Director of Schools

MISSION STATEMENT

*To assure academic and personal success
for each child.*

MINUTES

MURFREESBORO CITY BOARD OF EDUCATION RETREAT

Tuesday, October 11, 2011

5:00 p.m.—Central Administration Building

ATTENDANCE

Board: Chair Mary Wade, Susan Andrews, Nancy Duggin, Collier Smith, and Council Liaison Ron Washington. Absent: Butch Campbell, Nancy Phillips, and Dennis Rainier.

Staff: Director Linda Gilbert, Gary Anderson, Caresa Brooks, Tammy Grizzard, Karen Hawkins, Michelle Hummel, Greg Lyles, Priscilla Van Tries, and Ralph Ringstaff.

Others: Staff Attorney Kelley Baker, MEA President Natalie Hopkins, *Daily News Journal* Reporter Mealand Ragland-Hudgins, and others.

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

On motion by Nancy Duggin and second by Collier Smith, the agenda was approved as presented.

III. ITEMS FOR DISCUSSION

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

Dr. Tammy Grissom presented the Board with the evaluation results of Dr. Gilbert. She congratulated Dr. Gilbert for an excellent score of 3.45 out of 4.0. Dr. Andrews stated that this is the first time test scores have been a part of the evaluation of the Director, and she is impressed as this is a reflection of the efforts of all in the system. Dr. Gilbert noted that she is proud of the teachers, principals, and central office staff for their hard work. Mrs. Duggin stated that she is also proud of the great growth in the system's test scores

across the board and where we are at this point. Mrs. Wade thanked Dr. Grissom for her services and report to the Board.

B. Discussion Regarding Contract for Director of Schools

Ms. Baker provided the Board with a revised version of Dr. Gilbert's current contract and indicated areas where the current contract might need to be revised and asked for input from the Board. She noted the Board must notify the Director 30 days prior to expiration of the contract if the Board wishes to negotiate another employment contract with the Director. Clause 1 of the contract deals with the term of the contract and the Board must determine the term for the new contract. Ms. Baker reminded the Board that a director's term cannot exceed the term of service of a Board member, which is four years.

In Clause 3, the Board must determine the salary and mileage compensation for the Director. She explained that a car allowance is taxable income while mileage reimbursement is not considered taxable 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." She noted that this is language is what was included in the previous Director's contract.

In Clause 9, Ms. Baker asked if the Board wanted to specify the time frame when the evaluation of the Director would be conducted each year. Mrs. Duggin suggested that the evaluation take place "in the fall of the calendar year" to allow for test scores to be available. Dr. Andrews indicated that she would like to continue doing annual evaluations or at least do a partial evaluation each year. Dr. Andrews noted that she would like input from Dr. Gilbert during the evaluation process relative to goal setting. Ms. Collier Smith suggested that the evaluation be done on an annual basis. Dr. Andrews and Mrs. Duggin agreed that an annual evaluation should continue.

Ms. Baker noted that she deleted the requirement for a background check and the medical evaluation since it was a requirement of initial employment of the Director. She pointed out in Clause 14(g) in the existing contract, the Director voluntarily decided to act without the advice of counsel before signing the contract and such clause would need to be revised if the situation changed.

Mrs. Duggin stated that the Board is working on a new contract, not an extension. Ms. Baker stated that the draft provided to the Board with the agenda is prepared as a new contract that would begin upon the expiration of the current contract, July 3, 2012. Mrs. Smith suggested a two-year contract as with the upcoming board election the Director could be working with new Board members. Mrs. Wade stated that three years had been discussed previously. Mrs. Duggin suggested a three-year contract as it takes that long to

roll-out a plan. Dr. Andrews suggested a four-year contract noting that Dr. Gilbert had proven herself to the Board.

Mrs. Duggin referenced the car allowance noting that even though the current contract provides for mileage reimbursement for Dr. Gilbert, Dr. Gilbert has not asked for such reimbursement. Dr. Andrews posed the idea of rolling the car allowance into her salary, reminding the Board that Dr. Gilbert accepted the Director's job in the beginning with a salary lower than those in other districts. Ms. Duggin suggested rolling the \$4,800 car allowance into the base salary offered Dr. Gilbert. Dr. Gilbert replied that she is not as concerned with the salary, but feels strongly about the term of the contract, preferring a four-year contract. She would feel comfortable receiving the same salary percentage increase that teachers receive. Mrs. Duggin stated that she would be concerned that in the future when hiring a director was necessary, potential candidates would look at a low salary for the existing Director as a negative in the district.

Dr. Andrews stated that the system has a strong director who has exceeded the expectations of the Board so she would prefer continuity for the district and would move toward a four year contract. Mrs. Duggin agreed that continuity is a critical point, and teachers and principals need stability in knowing who they will be working with. Mrs. Wade thanked Dr. Gilbert for the job she has done. She stated that the system has a fair Board who conducted a fair evaluation, and in turn will work to be fair in developing a new contract for the Director. She added that Dr. Gilbert has done a great job and has served with a servant's heart and with the children first. Mrs. Wade stated that Dr. Gilbert has done a good job and it should be awarded and the Board should make a fair adjustment to Dr. Gilbert's salary. Mrs. Wade asked that Board members send their recommendations for the new contract to Ms. Baker, and then she and Ms. Baker will meet with Dr. Gilbert to discuss the contract.

C. Enrollment Update

Mr. Anderson distributed a revised Building Utilization Summary Sheet and a packet of materials provided by Matthew Blomley from the City's Planning Department. Mr. Blomley reviewed the year-end building construction activity. He shared that in 2010, the following lots by school zone were approved by the Planning Commission: Scales—637; Erma Siegel Elementary—220; Cason Lane—205; Black Fox—202; John Pittard Elementary—148; Mitchell-Neilson—95. Bellwood and The Discovery School are all encompassing with no specified zone. In the Northfield, Bradley, and Hobgood zones, the vacant lots are not part of an active subdivision. Permits are mainly in existing subdivisions where lots are platted; existing lots continue to be built on. Based on information shared in the Dodge Summary Report, building activity is a little ahead of last year. In response to Mrs. Smith's question, Mr. Anderson stated that Scales is at

capacity based on the 1:20 pupil:teacher ratio, and the school was built for a capacity of 1,020 students and enrollment is currently at 1,023. Mr. Anderson shared that different variables are considered in predicting enrollment, but it is difficult to do given the mobility of families in apartments, subdivisions that house younger families in the beginning but age out, etc.

IV. REVIEW OF BOARD POLICIES

For Discussion:

BO 39—School Support Organizations

Mrs. Baker reported that the policy is based on state statute, and the policy was revised to add more language from the state statute; i.e., definitions. The Board did not recommend additional revisions; the policy will be brought to the Board for approval on first reading.

STU 24—Disciplinary Hearing Authority

The Board was provided a copy of the policy that included additional revisions from that first provided. Mrs. Baker explained that in this revision, the Board would delegate to the Director the responsibility to appoint members to a DHA, as it would be difficult to get the Board together to approve members for the DHA in a short period of time. She noted that the DHA would include seven members (three administrators with at least two licensed personnel; the Special Ed supervisor if the student has a verified disabling condition). The student's principal cannot be a member. The Director or designee shall be responsible for scheduling, conducting, and providing written findings of the hearing. Board members cannot serve. If a request is made for the Board to review the findings, they will receive only the written findings, but not a live testimony. The Board can review the record or choose a hearing. This would be a closed meeting. The policy will be brought to the Board for approval on first reading.

Passed on First Reading:

PER 16—Tenure and Nontenure (*Revision*)

Mr. Ringstaff explained that PER 16 as presented is based on state statute. Mrs. Duggin stated that the feedback she has received is that employees are grateful for the addition at the end of the policy stipulating that employees will be notified of their status by June 15. Dr. Gilbert stated that it has not necessarily gotten easier at this point due to the huge amount of time involved in the evaluation process by teachers and administrators and the

fact that administrators spend the same amount of time with effective teachers as with ineffective teachers. The education department has provided a site where one can submit questions for clarification. Mrs. Duggin noted that this issue has gotten national recognition. PER 16 will be brought to the Board for approval on second reading.

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

Mr. Ringstaff explained that this policy is also based on state statute. There were no additional revisions recommended. PER 17 will be brought to the Board for approval on second reading.

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

The Board made no recommendations for revisions to the October 25 board meeting agenda.

VI. OTHER BUSINESS

VII. ADJOURNMENT

There being no further business, Mrs. Wade adjourned the meeting at approximately 6:35 p.m.

Director of Schools

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

MURFREESBORO CITY SCHOOL BOARD POLICY

Descriptor Term: TENURE AND NONTENURE	Descriptor No: PER 16	Date Adopted: 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 **APPRENTICE/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.

47
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.

68
69

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72
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74 _____
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

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:

234
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.**
 6

7 The Board **delegates to the Director of Schools the responsibility to appoint members to a**
 8 **DHA. The Director shall appoint members of the DHA which shall consist of no more than**
 9 **seven (7) members to the DHA, which shall include three school system administrators and**
 10 **(maximum number must not exceed total membership of Board), at least two (2) of whom shall**
 11 **be licensed employees of the Board. The student's principal shall not be a member of the**
 12 **hearing authority. The DHA must include the Special Education Supervisor if the student**
 13 **has been verified as having a disabling condition. The Director of Schools or designee shall**
 14 **serve as the non-voting chair person of the DHA and shall be responsible for scheduling the**
 15 **hearing, conducting the hearing, and preparing the written findings of the DHA. DHA**
 16 **members shall be subject to reappointment. The chair of the DHA should have received**
 17 **appropriate state training. Board members shall not serve on the DHA.**
 18

19 ~~The Director of Schools shall appoint a chairman of the DHA from the members appointed by~~
 20 ~~the Board.~~
 21

22 The **chair** shall perform the following duties:
 23

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

30
 31 Each hearing shall be conducted by at least three (3) members of the DHA, one of which must be
 32 a licensed employee of the Board. The hearing must be held; a decision must be rendered; and
 33 notification of the decision must be provided to the parents and/or student and the principal no
 34 later than ten (10) days after the beginning of the suspension/expulsion. ***The DHA shall give***
 35 ***written notice of the time and place of the hearing to the parent or guardian, the student, the***

36 *school official who ordered the suspension, and the MCS licensed employee who filed the*
37 *request for the hearing if applicable.* Notification of the decision shall include a statement of
38 the right of either party within five (5) days after receiving the decision to request a review by
39 the Board.

40
41 The DHA may take the following disciplinary actions:

- 42
- 43 1. Affirm the decision of the school principal;
- 44 2. Order removal of the suspension/expulsion unconditionally;
- 45 3. Order removal of the suspension/expulsion upon such terms and conditions as it deems
46 reasonable **within the policies of the Board and State law;**
- 47 4. Remand the student to alternative placement; **or**
- 48 5. Suspend/Expel/Remand the student **from any school or assign to alternative placement**
49 **for a specified period of time.***

50
51 **A written record of the proceedings, including a summary of the facts and the reasons**
52 **supporting the decision, shall be made by the DHA.**

53
54 **Only after exhausting appeal procedures, the principal, *principal-teacher, assistant***
55 ***principal* or the student (or the student's parents) may request review by the Board of**
56 **Education. The appeal to the Board must be presented to the Director in writing within**
57 **five (5) days after the date of the Disciplinary Hearing Authority *decision*. Absent a timely**
58 **appeal, the decision shall be final.**

59
60 If a review of the hearing is requested by either the student or principal, the Board shall either
61 review the record or grant a second hearing.

62
63 If the Board chooses to review the record it shall:

- 64
- 65 1. Affirm the decision of the hearing authority; or
- 66 2. Modify the decision to a lesser penalty*; or
- 67 3. Grant a hearing before the Board.

68
69 If the Board chooses to grant a hearing, it may:

- 70
- 71 1. Affirm the decision of the hearing authority; or
- 72 2. Modify the decision in any manner **including imposing a lesser or more severe penalty**
73 **than that of the DHA*.**
- 74 ~~3. Impose a more severe penalty than that of the hearing authority.~~

75
76 ***If the Board conducts a hearing as a result of a request for review by a student, principal,***
77 ***principal-teacher or assistant principal, then, notwithstanding any provision of the open***
78 ***meetings laws compiled in title 8, chapter 44, or other law to the contrary, the hearing shall be***
79 ***closed to the public, unless the student or student's parent or guardian requests in writing***
80 ***within five (5) days after receipt of the written notice of the hearing that the hearing be***
81 ***conducted as an open meeting. If the Board conducts a hearing as a result of a request for***
82 ***review by a student, principal, principal-teacher, or assistant principal that is closed to the***
83 ***public, then the Board shall not conduct any business, discuss any subject or take a vote on***
84 ***any matter other than the appeal to be heard. Nothing in this policy or T.C.A. §49-6-***
85 ***3401(c)(6) shall act to exclude the Department of Children's Services from the disciplinary***

86 *hearings when the Department of children's Services is exercising its obligations under T.C.A.*
87 *§37-1-140.*

88
89 **The action of the Board shall be final.**

90
91 ***Note: Notwithstanding anything herein to the contrary, if the student is determined to**
92 **have knowingly violated the zero-tolerance prohibitions against firearms, drugs, drug**
93 **paraphernalia, or assault on a school employee and has been given fair due process**
94 **procedures, only the Director may modify the one calendar year suspension from school.**

95
96 ~~*Note: Zero tolerance offenses set forth in statute (firearms, drug possession, and battery upon a~~
97 ~~school employee) require mandatory calendar year expulsion or assignment to alternative~~
98 ~~placement for a calendar year unless modified by the Director of Schools.~~

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126 **Legal Reference:**

- 127
- 128 **T.C.A. 49-6-3401(c)(4)**
- 129 **T.C.A. 39-17-1309; 18 U.S.C. 921**
- 130 **T.C.A. 49-6-4216 (Zero Tolerance)**
- 131 **T.C.A. 49-6-4202 (Definitions of dangerous weapons, drugs, drug paraphernalia, etc.)**
- 132 **T.C.A. 49-6-3401 (Suspension of Students)**
- 133 **T.C.A. 49-6-4209**
- 134 **T.C.A. 49-6-3402**

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 October 2011, 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 June 30, 2016. The BOARD shall notify DIRECTOR on or before May 30, 2016 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 \$110,000 through June 30, 2016. 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.

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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.

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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.

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- 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.

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

linda.ridley 10/19/11 10:36 AM
Deleted: 10/19/2011 8:26:37 AM

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

Dr. 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

linda.ridley 10/19/11 10:36 AM
Deleted: 10/19/2011 8:26:37 AM

MCS Resignations, Retirements, Leave of Absence and New Hires as of 10/19/2011

Licensed Personnel Hired

Last Name	First Name	Location	Position
Sullivan	Jennifer	CLA	K-teacher
Mencer	Leslie	BF	5 th teacher
Tillman	Shermel	HG	4 th teacher
Deese	Kelly	MNE	4 th teacher

Classified Personnel Hired

Last Name	First Name	Location	Position
Trail	Lisa	CO	Director of Communication
Campbell	Kymberly	CO	Wellness Coordinator
Wardle	Karen	CO	Instruction Secretary
Watson	Bruce	Shop	Maint. tech
Reed	Dennis	Shop	Maint. Tech
Rosser	Kristi	ESE	Sped EA
Bull	Trish	ESE	Sped EA
Guevara	Patricia	ESE	Sped EA
Parker	Roger	MNE	EA
Phillips	Jennifer	ESE	CDC EA

Leave Of Absence ~ Instructional Personnel

Last Name	First Name	Location
Payne	Havannah	BW
Jones	Jodi	ESE
McDaniel	Jessica	NF
England	Brittney	NF

Resignations

Last Name	First Name	Location
Wilhoite	Sherry	MNE

COMPARISON OF BUDGET TOTALS
July 1, 2011 Thru September 30, 2011

TOTAL INCOME	7/1/11 - 9/30/11	\$	7,718,012
TOTAL EXPENSES	7/1/11 - 9/30/11		<u>12,114,821</u>
NET INCOME	9/30/11	\$	<u><u>(4,396,809)</u></u>

YEAR-TO-DATE REVENUE COMPARISON

DATE: SEPTEMBER 2011

PAGE 1

BUDGET CLASS.	2010-11 BUDGET	2010-11 YTD REV.	2010-11 OVR/(UNDR) BUDGET	2010-11 %	2011-12 BUDGET	2011-12 YTD REV.	2011-12 OVR/(UNDR) BUDGET	2011-12 %
40110-Current Prop. Tax	\$10,230,300.00	\$0	(10,230,300)	0.0%	\$10,240,500.00	\$0.00	\$(10,240,500)	0.0%
40210-Local Option Sales Tax	6,307,000	537,181	(5,769,819)	8.5%	6,654,800	566,728	(6,088,072)	8.5%
40000-41110-Other County Rev	1,341,100	304,692	(1,036,408)	22.7%	1,517,700	231,745	(1,285,955)	15.3%
44000-Other Local Revenue	257,070	56,585	(200,485)	22.0%	307,600	27,277	(280,323)	8.9%
46511-Basic Educ. Program	27,575,000	5,597,600	(21,977,400)	20.3%	28,075,000	5,623,000	(22,452,000)	20.0%
46512-BEP ARRA	-	-	-	N/A	-	-	-	N/A
46615-Ext. Contract - ARRA	-	80,528	80,528	N/A	-	-	-	N/A
46990-Other State Funds	669,201	8,349	(660,852)	1.2%	455,450	12,819	(442,631)	2.8%
46592-CONNECT TEN ARRA	-	-	-	N/A	-	-	-	N/A
46595-Family Resource ARRA	-	-	-	N/A	25,000	-	(25,000)	N/A
46595-SSMS ARRA	-	18,052	18,052	N/A	-	18,372	18,372	N/A
47000- Federal Funds	7,000	-	(7,000)	0.0%	31,403	35,545	4,142	113.2%
49810-Approp./City Gen. Fund	4,810,103	1,202,526	(3,607,577)	25.0%	4,810,103	1,202,526	(3,607,577)	25.0%
49820-Operating Transfers	-	-	-	N/A	-	-	-	N/A
TOTALS	\$ 51,196,774	\$ 7,805,513	\$ (43,391,261)	15.2%	\$ 52,117,556	\$ 7,718,012	\$ (44,399,544)	14.8%

YEAR-TO-DATE EXPENDITURE COMPARISON

DATE: SEPTEMBER 2011

PAGE 1

BUDGET CLASS.	2010-11 BUDGET	2010-11 YTD EXP.	2010-11 OVR/(UNDR) BUDGET	2010-11 %	2011-12 BUDGET	2011-12 YTD EXP.	2011-12 OVR/(UNDR) BUDGET	2011-12 %
71100-Reg. Instruction	\$30,413,933.00	\$6,719,718.88	\$ (23,694,214)	22.1%	\$31,132,877.00	\$7,114,475.85	\$ (24,018,401)	22.9%
71200-Sp. Ed. Instr.	3,114,368	650,832	(2,463,536)	20.9%	3,359,032	704,072	(2,654,960)	21.0%
72110-Attendance	78,711	32,696	(46,015)	41.5%	82,517	32,346	(50,171)	39.2%
72120-Health Services	392,625	104,327	(288,298)	26.6%	417,785	77,947	(339,838)	18.7%
72130-Guidance	950,134	222,913	(727,221)	23.5%	1,111,999	235,696	(876,303)	21.2%
72210-Reg. Instr. Spprt.	1,453,556	341,871	(1,111,685)	23.5%	1,342,616	287,458	(1,055,158)	21.4%
72220-Sp. Ed. Support	641,222	148,940	(492,282)	23.2%	756,621	106,949	(649,672)	14.1%
72310-Bd. Of Educ.	1,068,760	52,904	(1,015,856)	5.0%	1,059,460	415,970	(643,490)	39.3%
72320-Office of Supt.	312,163	73,283	(238,880)	23.5%	291,185	77,819	(213,366)	26.7%
72410-Office of Prin.	2,425,283	580,995	(1,844,289)	24.0%	2,552,738	610,772	(1,941,966)	23.9%
72510-Fiscal Services	509,042	113,704	(395,338)	22.3%	510,649	111,163	(399,486)	21.8%
72520-Personnel Services	251,734	84,785	-	NA	291,833	57,140	(234,693)	19.6%
72610-Oper. Of Plant	4,724,602	842,200	(3,882,402)	17.8%	4,659,099	891,781	(3,767,318)	19.1%
72620-Maint. Of Plant	1,273,339	330,753	(942,586)	26.0%	1,313,993	293,661	(1,020,332)	22.3%
72710-Pupil Transp.	1,534,636	356,799	(1,177,837)	23.2%	1,573,325	540,132	(1,033,193)	34.3%
72810-Other Support	719,895	433,422	(286,473)	60.2%	622,671	361,499	(261,172)	58.1%
73300-Community Servic	261,315	62,157	(199,158)	23.8%	274,032	43,864	(230,168)	16.0%
73400-Early Childhood Educ	543,647	145,222	(398,425)	NA	676,364	99,671	(576,693)	14.7%
76100-Reg. Cap. Outlay	500,000	28,828	(471,172)	5.8%	500,000	52,405	(447,595)	10.5%
TOTALS	\$ 51,168,965	\$ 11,326,350	\$ (39,842,615)	22.1%	\$ 52,528,796	\$ 12,114,821	\$ (40,413,975)	23.1%

MURFREESBORO CITY SCHOOLS
MEMBERSHIP WITH PTR AND ATTENDANCE REPORT
Second Month Sept. 2 - Sept. 30, 2011

K-3rd

STATE STANDARD: 20 AVG. (25 MAX.)

SCHOOL	KINDERGRTN.			1ST GRADE			2ND GRADE			3RD GRADE			PUP. #	TEA. #	PTR	MEMBERSHIP (includes Special Ed)			
	K	#	P/T	1	#	P/T	2	#	P/T	3	#	P/T				Current Month	Previous Month		
Discovery	61	3	20.33	80	4	20.00	61	3	20.33	78	4	19.50	280	14	20.00	7022	7013		
Black Fox	126	6	21.00	134	7	19.14	104	5	20.80	110	6	18.33	474	24	19.75	SPECIAL EDUCATION			
Bradley	46	3	15.33	42	3	14.00	53	3	17.67	55	3	18.33	196	12	16.33	# Students # Teachers Ratio			
CLA	163	9	18.11	142	7	20.29	133	7	19.00	134	7	19.14	572	30	19.07	E. Siegel	31	5	6.2
E. Siegel	112	6	18.67	102	6	17.00	113	6	18.83	101	6	16.83	428	24	17.83	MNE	4	1	4
Hobgood	73	4	18.25	84	4	21.00	78	4	19.50	43	2	21.50	278	14	19.86	Northfield	40	4	10
MNE										92	5	18.40	92	5	18.40	Scales	19	3	6.333
MNP	114	6	19.00	96	5	19.20	98	6	16.33				308	17	18.12	Off Site	2		
NE	93	5	18.60	96	5	19.20	98	5	19.60	102	6	17.00	389	21	18.52	BELLWOOD PRE-K			
J. Pittard	179	9	19.89	146	8	18.25	155	8	19.38	132	7	18.86	612	32	19.13	# Students # Teachers Ratio			
Scales	145	8	18.13	146	8	18.25	134	7	19.14	165	8	20.63	590	31	19.03	Regular	380	19	20
TOTALS	1112	59	18.85	1068	57	18.74	1027	54	19.02	1012	54	18.74	4219	224	18.83	SpEd	57	7	8.143

4th-6th

STATE STANDARD: 25 AVG. (30 MAX.)

SCHOOL	4TH GRADE			5TH GRADE			6TH GRADE			PUP. #	TEA. #	PTR	REG CLASS PUPIL	REG CLASS TEACH	TOTAL SCHOOL P/T RATIO	ALL LICENS. PERSON.	TOTAL SCHOOL RATIO
	4	#	P/T	5	#	P/T	6	#	P/T								
Discovery	61	3	20.33	66	3	22.00	23	1	23.00	150	7	21.43	430	21	20.48	30	14.33
Black Fox	109	5	21.80	113	5	22.60	91	4	22.75	313	14	22.36	787	38	20.71	54.5	14.44
Bradley	50	3	16.67	58	3	19.33	49	3	16.33	157	9	17.44	353	21	16.81	32.8	10.76
CLA	129	7	18.43	136	6	22.67	105	5	21.00	370	18	20.56	942	48	19.63	65.5	14.38
E. Siegel	127	6	21.17	124	6	20.67	39	2	19.50	290	14	20.71	718	38	18.89	60.5	11.87
Hobgood	61	3	20.33	54	3	18.00	40	2	20.00	155	8	19.38	433	22	19.68	37.3	11.61
MNE	85	4	21.25	93	5	18.60	41	2	20.50	219	11	19.91	311	16	19.44	28.83	10.79
MNP													308	17	18.12	28.33	10.87
NE	105	5	21.00	98	5	19.60	60	3	20.00	263	13	20.23	652	34	19.18	54.33	12.00
J. Pittard	145	7	20.71	132	6	22.00	94	4	23.50	371	17	21.82	983	49	20.06	67.33	14.60
Scales	149	7	21.29	156	7	22.29	114	5	22.80	419	19	22.05	1009	50	20.18	71	14.21
TOTALS	1021	50	20.42	1030	49	21.02	656	31	21.16	2707	130	20.82	6926	354	19.56	530.42	13.06

ATTENDANCE INFORMATION

Current Month	96.30%	Total System Licensed Personnel	
Previous Month	97.10%	(includes Spec Ed and Central Office)	556.42
Previous Yr Same Month	97.00%	Total School System Pupil/Licens. Personnel Ratio	12.62