

AGENDA  
Murfreesboro City School Board  
6 p.m., Tuesday, May 12, 2015  
Council Chambers

ORDER OF BUSINESS

I. CALL TO ORDER BY BOARD CHAIR

Pledge of Allegiance  
Moment of Silence

II. APPROVAL OF AGENDA

III. APPROVAL OF DIRECTOR'S CONTRACT EXTENSION

IV. COMMUNICATIONS

School Recycling Champion

Congratulations to Reeves-Rogers' Shiloh Siegle for being named Shining Star of Read To Succeed, and congratulations to Black Fox for being named Read To Succeed's School of the Year.

Recognition of Retirees

Judy Bowen	Education Assistant	Hobgood
Marilynn Burnworth	Bookkeeper	Erma Siegel
Phyllis Carr	Cafeteria Manager	Mitchell-Neilson
Linda Clark	Principal	Discovery
Peggy Currier	Teacher	Mitchell-Neilson
Patti Dodd	Teacher	Erma Siegel
Mary Francis	Teacher	John Pittard
Mickey Haston	Teacher	John Pittard
Lana Hurt	Teacher	Mercury Heights
Marcia Jones	Teacher	Hobgood
Karen Lamb	Assistant Principal	Mitchell-Neilson
Diana Lowe	Cafeteria Manager	Mitchell-Neilson
Emma Lytle	Cafeteria	Discovery
Elma McKnight	Teacher	Erma Siegel
Maggie Meredith	Cafeteria	Discovery
Walter Owen	Maintenance	Maintenance
Marilyn Patterson	Mid-Day Assistant	Mitchell-Neilson
Melanie Richardson	Teacher	Reeves-Rogers
Karen Whitaker	Teacher	Cason Lane Academy
Neoma Youree	Cafeteria	Mitchell-Neilson
Susan Zumbro	Teacher	Hobgood

V. CONSENT ITEMS

Minutes: April 28, 2015 Meeting

Minutes: April 21, 2015 Budget Meeting

Board Policy IS 11 – Testing Programs

2015-2016 Board Meeting Calendar

*Second Reading*

VI. ACTION ITEMS

2015-2016 Differentiated Pay Plan Proposal

VII. REPORTS/INFORMATION

Information Regarding Carrying or Possession of Weapons in Public Recreational Areas

VIII. OTHER BUSINESS

IX. ADJOURNMENT

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

This Employment Contract is entered into this 25<sup>th</sup> 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 25th day of October, 2011, 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 twelve 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 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. **TENURE RIGHTS.** The DIRECTOR, as a tenured employee of the Murfreesboro City School System, and the BOARD 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.
- 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

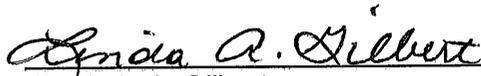
xc: Kelley Blevins Baker  
 Staff Attorney  
 City of Murfreesboro  
 P.O. Box 1044  
 111 West Vine Street  
 Murfreesboro, TN 37133-1044

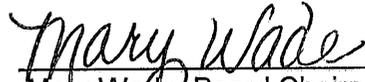
If to the DIRECTOR, to: Director  
 Murfreesboro City Schools  
 2552 South Church Street  
 Murfreesboro, TN 37127

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.

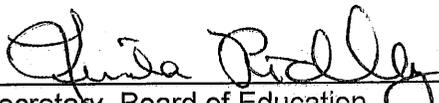
DIRECTOR OF SCHOOLS

MURFREESBORO CITY SCHOOL BOARD

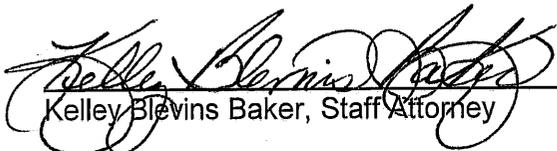
  
Dr. Linda A. Gilbert

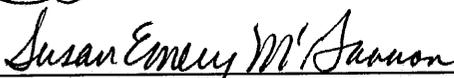
  
Mary Wade, Board Chairperson

Attest:

  
Secretary, Board of Education

APPROVED AS TO FORM:

  
Kelley Blevins Baker, Staff Attorney

  
Susan Emery McGannon, City Attorney

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

This Employment Contract is entered into this \_\_\_\_\_ day of May, 2015, 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 1, 2015. The BOARD and the DIRECTOR, for the considerations hereinafter specified, agree as follows:

1. **TERM OF CONTRACT.** The BOARD, in accordance with its action as found in the minutes of its meetings held on the April 8, 2015 and May 12, 2015, 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 1, 2016, and ending on June 30, 2019. The BOARD shall notify DIRECTOR on or before February 28, 2019, 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 \$114,400, July 1, 2015 through June 30, 2019. Said salary shall be paid by the BOARD in equal installments in accordance with the rules of the BOARD governing payments to other twelve month employees in the district. The DIRECTOR shall receive an annual salary increase at least equivalent to any percentage salary increase provided to licensed personnel. 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.
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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 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.
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 DIRECTOR is a tenured employee of the Murfreesboro City School System, and the BOARD agrees 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.
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- 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.
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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.



**DIRECTOR OF SCHOOLS**

**MURFREESBORO CITY SCHOOL BOARD**

\_\_\_\_\_  
Dr. Linda A. Gilbert

\_\_\_\_\_  
Butch Campbell, Board Chair

Attest:

\_\_\_\_\_  
Secretary, Board of Education

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelley Blevins Baker, Attorney

\_\_\_\_\_  
Susan Emery McGannon, City Attorney

## MINUTES

Murfreesboro City School Board  
6 p.m., Tuesday, April 28, 2015  
Council Chambers

### ATTENDANCE

School Board: Jared Barrett, Andy Brown, Chair Butch Campbell, Phil King, Nancy Phillips, Vice Chair Nancy Rainier, and Collier Smith

Staff: Greg Lyles, Shavon Davis-Louis, Karen Hawkins, Caresa Dodson, Lea Bartch, Linda Gilbert, Ralph Ringstaff, Robin Newell, Roseann Barton, Sheri Arnette, Pam Holden, Kim Frank

Staff Attorney Kelley Baker

### I. CALL TO ORDER BY BOARD CHAIR

Pledge of Allegiance led by county-wide spelling bee champion Gabriel Carver of Northfield  
Moment of Silence

### II. APPROVAL OF AGENDA

Ms. Rainier moved to approve the agenda. Mr. King and Dr. Brown simultaneously seconded the motion. All approved.

### III. COMMUNICATIONS

#### Recognition of Parent Organizations

Dr. Gilbert and Chair Campbell expressed appreciation for these parent organizations in attendance at the meeting following a reception the previous hour in their honor:

Reeves-Rogers  
Erma Siegel  
Mitchell-Neilson  
Northfield  
Scales

Dr. Gilbert continued with the following announcements:

Earlier this year, Discovery School sixth graders entered a math competition from Math League. The National Math League released the top 22 schools in the sixth grade category. Discovery came in at number four. There were five Discovery sixth graders who ranked in the top 36 sixth-graders in the league.

Megan Le  
Emma Kate Rosenberger

Webb Dodson  
Macy Harris  
Suren Shah

Murfreesboro City Schools wish to thank members of the Murfreesboro Young Professionals for an awesome job at the Franklin Heights Family Resource Center during the United Way Days of Action on Friday, April 11, 2015.

Murfreesboro City Schools would like to thank the following community partners: New Hope Church of God in Christ for their donation to purchase Rover tickets, and St. Thomas Rutherford and TouchPoint Food Service for their donation of over 1,800 pounds of food to supplement the Backpack Program.

Mitchell-Neilson School would like to thank the congregations of First Baptist Castle Street, First Baptist Main Street, and New Vision Baptist Church for collaborating with the school to create a mentoring program for our students. About 40 adults will be coming once a week to work with classrooms.

Thank you to the City Schools Foundation for providing \$18,500 in parity checks to Murfreesboro City Schools.

Congratulations to Mitchell-Neilson's Gayle Porterfield, who has accepted an invitation to co-teach at the week-long Coding Camp this summer at MTSU. She will teach 7-12 grade students how to use computer coding to program drones, Spheros, and Makeymakes. She will be bringing back that knowledge to Mitchell-Neilson students and will be writing grants.

Congratulations to Rebecca Few, who has been selected to be part of the Learning Forward Academy. The Academy involves having professional conversations and dialogue with educators from around the world for the next 2 ½ years.

TCAP testing began today and continues through Thursday, April 30.

Final preschool registration day is Thursday, April 30, 2015, from 8:30 until 3:30 p.m. at the MCS Administrative Offices. Preschool testing will take place on Friday, May 8, 2015 also at the MCS Administrative Offices.

There will be a retirement reception held in the City Hall Rotunda on Tuesday, May 12, 2015, at 5 p.m. Everyone is invited to thank our retirees for their service and wish them good luck.

Chair Campbell congratulated John Pittard for their preparation for the TCAP with the You Tube video they posted.

#### IV. CONSENT ITEMS

Minutes: March 24, 2015 Meeting

Minutes: April 6, 8, 2015 Budget Meetings

Approval of School Fees (Field Trips)

Mr. Barrett moved to approve the consent items. Ms. Rainier and Dr. Brown simultaneously made a second to the motion. All approved.

V. ACTION ITEMS

Authorization to Use Fund Balance to Enable Early Textbook Purchase

Mr. Anderson explained that he discussed this with the auditors to make sure we did this correctly. He said the first motion before the Board is to approve the use of \$1.2 million in fund balance dollars for textbooks so we have them before the end of the fiscal year. Ms. Phillips moved to approve. Ms. Smith seconded the motion. Following a brief discussion, Chair Campbell asked for a roll call vote.

Jared Barrett Yes    Andy Brown Yes    Phil King Yes    Nancy Phillips Yes  
Nancy Rainier Yes    Collier Smith Yes    Butch Campbell Yes

The motion carried unanimously.

Amendment to 2015-16 Budget-Textbook Adjustment

Mr. Anderson explained this item requires does not require spending more money, but moving it from one year to another year. Ms. Rainier moved to approve the amendment. Mr. Barrett seconded the motion. Chair Campbell asked for a roll call vote.

Andy Brown Yes    Phil King Yes    Nancy Phillips Yes  
Nancy Rainier Yes    Collier Smith Yes    Jared Barrett Yes    Butch Campbell Yes

The motion carried unanimously.

Board Policy IS 11 – Testing Programs    *First Reading*

Ms. Baker explained that line 37 has been added to the existing policy in order to comply with the change in law signed by the governor on Friday. She said it was just released to school systems on Monday, and that is why it is before the Board. This language states that if the district does not receive student TCAP scores at least five (5) instructional days before the end of the school year, the scores shall not be included in the students’ final grades. During discussion, Ms. Smith asserted that she did not want to change the policy at the end of the school year as school children and teachers have expected all school year for the TCAP to be included in their fourth quarter grades. She asked for other Board members to express their thoughts to help finalize her vote. Following discussion, Ms. Phillips moved to approve the policy on first reading. Mr. Barrett seconded. Chair Campbell asked for a roll call vote.

Phil King Yes    Nancy Phillips Yes    Nancy Rainier Yes    Collier Smith Yes  
Jared Barrett Yes    Butch Campbell Yes    Andy Brown Yes

The motion carried unanimously.

### 2015-2016 Calendar Revision

Dr. Gilbert explained the calendar revisions:

- December 18, 2015 and May 26, 2016 were changed from a whole day to a half day for teachers.
- Teachers will work on election day, March 1, 2016.
- The April 7, 2016, PLC half day was removed.
- Students first full day is Monday, August 10, 2015.

Ms. Rainier moved to approve the calendar revisions. Dr. Brown seconded the motion, and all approved.

### Approval of City Schools Foundation new board members:

Doug Young  
Brook LaRoche

Chair Campbell asked where the recommendations come from. Dr. Gilbert said from City Schools Foundation. Ms. Smith moved to approve Doug Young and Brook LaRoche as new City Schools Foundation board members. Ms. Phillips seconded the motion, and all approved.

## VI. REPORTS/INFORMATION

### Presentation of 2015-2016 Budget

Chair Campbell said this Board has already approved this budget after several advertised meetings, and after very active, good discussion. He said Ms. Phillips made the good recommendation that a public presentation of the budget be made so the public will have an understanding of the budget. Dr. Gilbert gave a brief PowerPoint presentation. She said that when you look at the vision of this Board, it is that MCS will create a culture of collaborative learning focusing on the whole child assuring success in the global community. She said the Board recognizes that this district looks at the whole child, that is, academic needs, psychological needs, physical needs, safety needs, etc. She said this budget provides a foundation that assures the whole child will succeed.

Ms. Phillips commended Chair Campbell for an outstanding job of leading the dialogue during the budget process. She said she would like the Board to consider having some of the conversations on the air. She said the budget meetings were duly advertised, but televised meeting make the political process more accessible to the community. Ms. Phillips said she supports the budget because it enhances MCS. Mr. Barrett said it was a very lengthy process, and he would like the state to fully fund the BEP. He added that this budget invests in the future, especially new teachers and varied population of students. He said the Board went through the budget line by line, discussing every aspect of it at length, and he appreciated all of the Board comments. Ms. Smith said she appreciates Mr. Anderson and his staff for the thought behind the budget. She said this Board definitely puts children first with teachers coming closely behind. Ms. Rainier said she echoes what everyone has said. She added that it is a positive thing to see what everyone brings to the table. Mr. King said he came into the process after the budget last year and did not realize teachers did not get a raise. He said these people are professionals, and

he is glad we are paying them and commend them for continuing the job. Ms. Phillips said she urges everyone to consider protecting the fund balance by increasing it. Mr. Barrett said he continues to request the move to long-range planning, especially for big ticket items. Chair Campbell said he is glad that the four percent (4%) raise is for all employees—not just teachers, because everyone from the cafeteria staff, MDAs, EAs, office staff, etc. make contributions to the children's well being.

#### Revenue and Expenditure Report

Mr. Anderson gave the revenue report for the end of March noting that we are 75% into the fiscal year with a net income of \$4,781,851. On the expenditure side, Mr. Anderson said last year's were greater than this year's at this time, and we are in good shape for what was projected.

#### Personnel Report

##### Attendance (PTR) Report

Mr. Anderson said we are down seven students from last month at this time. He said we grew more in period six and seven. He said he does anticipate getting additional growth monies. He added that the state does recalculate growth monies, but we won't know that number until June 30, the last possible day. Mr. Anderson said the attendance rate is at 97%, and pupil/teacher ratio is 20.1 overall. He added that this is the last accounting period the state uses for growth calculations.

### VII. OTHER BUSINESS

Chair Campbell asked if there was any other business. Ms. Smith expressed appreciation that MCS was part of the Commissioner of Education's tour of the state last week, and that Commissioner McQueen visited Black Fox. Ms. Rainier asked how many were retiring from MCS. Mr. Ringstaff said there are 10 so far. She asked what the deadline is to notify non-renewals, and Mr. Ringstaff said June 15. Mr. Barrett encouraged everyone to come see the art on the walls in the City Hall rotunda.

### VIII. ADJOURNMENT

There being no further business, Mr. King moved to adjourn the meeting, and Mr. Barrett seconded. The meeting adjourned at approximately 7:04 p.m.

## MINUTES

Murfreesboro City School Board  
5:30 p.m., Tuesday, April 21, 2015  
MCS Administrative Offices

### ATTENDANCE

School Board: Chair Butch Campbell, Vice Chair Nancy Rainier, Jared Barrett, Andy Brown, Phil King, Nancy Phillips, Collier Smith

Staff: Shavon Davis-Louis, Lea Bartch, Ava Jordan, Karen Hawkins, Caresa Dodson, Greg Lyles, Lisa Trail, Joe Marlin, Kim Frank, Robin Newell, Ralph Ringstaff, Pam Holden, Beth Prater, Gary Anderson, Linda Gilbert, Sandy Scheele, Scott Campbell, Kristina Maddux, Roseann Barton, Gene Loyd, Karen Loyd, Crystal Farris

6:05 p.m. Chair Campbell began the meeting by inviting Mr. Anderson to present the new budget information. Mr. Anderson said the state is over and above revenue projections. He said the first release of BEP funding numbers was at 7 p.m. Friday night, and they had over 100 emails from schools saying something was wrong. The special education numbers were incorrect. They redid the BEP numbers. We took that information, information from the state and the City, and growth money of \$800,000, and we put all into the budget. After meeting with the City, we had been very conservative on property tax estimates -- up over nine percent (9%) of where we were last year and budgeted a little over eight percent (8%). With the revised revenue numbers, the budget can be balanced and we anticipate a little more between now and when the budget is turned in to the state August 1, and the City requires it May 1. As the budget stands now, we are going to be able to make the state's minimum requirement of three percent (3%) of expenses to move forward. Mr. Anderson said there is less money in reserve, but in the past the City has always advanced us money each month to make payroll, adding that the cash flow right before holiday seasons tends to be low and the City always advances us.

Chair Campbell clarified that everything can be done as requested in this budget. Mr. Anderson confirmed. Ms. Rainier asked if this means in the long range, we will receive the additional \$500,000 from the City or was more requested. Mr. Anderson said we were fine with the \$500,000. Ms. Smith asked if this included the discussions from the last meeting about Dr. Gilbert's contract. Ms. Baker said 15 days public notice must be given before extending the contract, so that will be put on the agenda for another meeting. Ms. Smith asked if faculty and administrators had the opportunity to input on the budget. Dr. Gilbert said that she did seek their input. Ms. Phillips asked how much the student population increase. Dr. Gilbert said 10.9 percent or 819 students from the projections in the 2013-14 budget to projections in the 2015-16 budget. Ms. Phillips said that if you look at expenditure highlights that could seem substantial unless you look at the student increase. At that rate, Ms. Phillips said we would have a doubled budget in six years.

Ms. Phillips said she was still thinking about the custodial issue. She said that if we were going to save in excess of over \$100,000, and we offered each principal \$10,000, would they use it on a custodian or something else. She said she was one of the people who fought it last year. Ms. Phillips said that if we are going to get a \$500,000 increase from the City, it is hard not to use it in the classroom. She said she wants things pristine in the schools and would also like to see the fund balance increased, because it barely meets the minimum, leaving no wiggle room for roof leaks or HVAC problems.

Dr. Brown asked what happens if the state comes back at the end of four cycles and says we do not have as much money as we were told originally. Mr. Anderson said you have to have revenues or cut expenses. Dr. Brown said this year there are new textbooks, buses, and several large capitol items. He asked what is anticipated for next year's budget, and where will the money come from if we do not have additional revenues. Mr. Anderson said we are anticipating more money, but also saving on expenditures. His example was if a teacher retires and we bring in a teacher lower on the pay scale that is approximately \$10,000 difference. He said there is the potential to get more growth money because we grew almost 50 students from second period to third period. Mr. Anderson said we were told there would be an 8-12 percent increase in insurance, but it was not that much. Dr. Brown asked about major expenses for next year. Mr. Anderson said other than the addition to schools and buses, nothing has come to our attention. He added that, for the most part, we are in pretty good shape on roofs because we went through a cycle a few years ago of getting them replaced.

Ms. Smith said that Mr. Barrett has been pushing for, and she agrees, that we need to map this out farther than tonight perhaps at retreat. She added that MCS has a big vision and we need to see what that is for the next five or 10 years at least.

Mr. Barrett said, regarding custodial services, that he emailed all the principals. He said if we do the services in-house that we need to make sure there are enough people in the buildings to cover shifts. Mr. Anderson said a higher pay schedule was built-in to keep better people longer. Mr. Barrett asked if a custodian wants to come back in-house from GCA, will their experience count. Mr. Anderson said that it would. Chair Campbell said that of the people he talked to, not many people were happy with the service. He said the chain of command is not good. He added that principals used to do the hiring of the custodians, the interviewing, and they know whom to go to get things done.

Ms. Rainier said she has had discussions with people about the proposed six academic coaches. She said some say yes, definitely, but another feeling is that maybe additional teachers could suffice for that. Dr. Gilbert said she feels strongly about academic coaches. She said the principals and education have become so specialized that if you are looking at hitting individual children, the knowledge base of teachers has to be pretty remarkable. Dr. Gilbert said the benefits from having the current coaches have been visible. Ms. Rainier asked how many we have now. Dr. Gilbert said there are three. Ms. Rainier said that if we think it is a need for our system, she thinks we need one in each building. Dr. Gilbert agreed. Ms. Rainier asked how will it be determined who gets a coach. Dr. Gilbert said she thinks if we could have a reading coach and a math coach the teachers would jump up and down and hit the ceiling, adding that half time

does make a difference. Ms. Rainier asked what it would cost to get one in every building. Dr. Gilbert said it would be the salary of a teacher.

Ms. Rainier said she has a question or concern when talking about new additions at Hobgood and Black Fox-- will we be talking about rezoning again. Mr. Anderson said this is an issue at John Pittard and Reeves-Rogers because they are at capacity. He added it might have to trickle down. Ms. Rainier said it would not be citywide then. Mr. Anderson said it would not. Ms. Rainier asked if we still are planning maybe two years after this for an additional school. Mr. Anderson explained in year one Bradley, in year two Black Fox, and in year three building a new school. Dr. Gilbert said it would depend on how fast things will come on. She said there is an interesting prediction of a slow down of about a year and a half. She added that with the new annexation law where folks have to be requested to annex in, there is about a six-month time line from when they start and getting done, so there are a lot of factors we do not know yet that will wash out next year. She said that we think we know we will have to have a new school in about three years, but we don't know where that will be. Mr. Anderson said there are three controlled choice schools so we can control where they can come in. He said that Black Fox has a subdivision being annexed into the City, which is why we have to add to that school.

Dr. Brown said he supports the coaches, and think there are a lot of positive things we can say they can do. He asked Ms. Rainier about how many years she thinks one can teach before having reached maximum effectiveness at teaching. Ms. Rainier said it was hard to say, but she thought about five or six years. Dr. Brown said he is concerned that teachers may have frustrations and quit before getting that help to where they will feel comfortable, adding that it is not that they are not already great teachers but the job of a teacher now is not easy. Ms. Rainier said she also thinks the mentoring program would be helpful, and she thinks Dr. Brown is correct. She said she thinks that is why people are burning out--some get three years and say it is not for them and they are gone. Ms. Rainier said this is a nation-wide problem.

Dr. Brown said that he is still concerned about page 23 under office of principal that we are spending \$65,000 on long distance phone bills. He said it seems that you could buy a cell phone for each school with unlimited calling. He said he is also concerned with cutting \$25,000 out of the budget for bus fuel. He said he hopes costs stay down, but they may not. Mr. Anderson advised that the \$65,000 is long distance calls, but also fax lines, alarm lines, and multiple-lines systems.

Dr. Brown said he thinks Sandy Scheele's salary should be discussed in this budget. Dr. Gilbert said when you look at salaries for this area, Sandy's is very low, and she would like to increase it by \$5,000. Dr. Brown moved to increase Ms. Scheele's salary by \$5,000, making it retroactive to April 1, 2015. Mr. Barrett seconded the motion. Chair Campbell asked for a roll call vote.

Jared Barrett	<u>Yes</u>	Andy Brown	<u>Yes</u>	Phil King	<u>Yes</u>	Nancy Phillips	<u>Yes</u>
Nancy Rainier	<u>Yes</u>	Collier Smith	<u>Yes</u>	Butch Campbell	<u>Yes</u>		

Ms. Rainier said she had a question about the videographer. Ms. Smith said she did too, but when you look at it, it makes sense. Ms. Phillips asked Dr. Gilbert if we are we having a hard

time getting good people at the job fairs. Dr. Gilbert said the numbers that we are seeing are not as good because of competition. She said we are struggling with special education, ESL, and counselors-- like everything else, she said, you have a stellar group, a mediocre group, and a failing group. She added that teaching is becoming much more difficult to find exemplary teachers.

Ms. Phillips said going back to reading, we are going to have reading coaches then PLCs then LTRs training. She asked if there is any way to evaluate what is working with so much training going on. Dr. Gilbert said that as far as when you look at PLC, it is just the way we do business-- meet once a week. She said as far as the new stuff we hit last year was RTI. She said we are still struggling with that--not with what we are doing but with state requirements. Ms. Phillips said we have always been late notifying teachers. She said she believes if we let people know earlier we might get the pick of the litter. Dr. Gilbert said that is what we are doing now. She asked Mr. Ringstaff how many we have already. Mr. Ringstaff said nine. Ms. Phillips said she appreciates coaches, but she also appreciates not getting more. She said she would like to see us do a little more evaluating for data to see what is effective. She said she does not mind paying for stuff if it works.

Mr. Barrett said he looks at it as an investment in the children and the staff. He said we'll still have to look at it next year; there is no fluff, and there have been pretty healthy discussions about it. Dr. Gilbert said she appreciates the support of the Board. It prepares us for the next five years by building on the foundation of the last five years. Mr. King said this budget is an investment. He said that at the end of the day he firmly believes the schools are what stands out and makes Murfreesboro a better place to live.

Mr. Barrett moved to approve the budget. Ms. Phillips said she would ask that it be done on public television. Chair Campbell said the Board has reviewed the budget line-by-line, and there is no reason to wait especially since the City needs it as soon as it is approved. Ms. Rainier seconded the motion. Dr. Brown said he does not feel as strongly about approving the budget on television as discussing it on television. Chair Campbell said there are a motion and a second on the floor. Dr. Brown said he wants everyone to know that teacher Rebecca Few is his daughter, but he does not think that will influence his decisions. Chair Campbell called for a roll call vote.

Jared Barrett	<u>Yes</u>	Andy Brown	<u>Yes</u>	Phil King	<u>No</u>	Nancy Phillips	<u>No</u>
Nancy Rainier	<u>Yes</u>	Collier Smith	<u>Yes</u>	Butch Campbell	<u>Yes</u>		

The motion to approve the budget passed with a vote of five (5) yes and two (2) no.

Chair Campbell stated that the budget sessions were advertised, and Dr. Gilbert can make a presentation at the next Board meeting. Ms. Smith said she even tagged it on Facebook. Ms. Smith suggested a press release be sent out to the media to put the bulk of the budget language in our own words. Dr. Gilbert added that she would be on WGNS Monday. Ms. Smith also suggested presenting on *In the City*. Chair Campbell commended the Board. He said everybody had the opportunity to ask questions and did ask questions. He noted that the people in attendance at the budget meetings were MCS employees, and that the majority of the people do

not pay attention unless it involves a massive tax increase. He added that he believes teachers need to see the budget process so they can understand a little more about what is going on.

Ms. Phillips said she agrees with Chair Campbell's comments, but she was thinking of the parents who are at home and watch on television. Ms. Phillips asked Ms. Baker what the Board has done in the past. Ms. Baker and Ms. Smith said the budget was definitely approved during the budget sessions last year.

Ms. Rainier reminded everyone they can purchase a brick for Overall Creek.

Chair Campbell asked if there was a motion to adjourn. Dr. Brown moved to adjourn. Mr. King seconded the motion, and the meeting adjourned at 7:23 p.m.

MURFREESBORO CITY SCHOOL BOARD POLICY

<b>Descriptor Term:</b>  <b>TESTING PROGRAMS</b>	<b>Descriptor No:</b>  <b>IS 11</b>	<b>Date Adopted:</b>  <b>4/79</b>
	<b>Reviewed/Revision Adopted:</b>  <b>4/01; 8/04; 11/10</b>	

1 The Board shall provide for a systemwide testing program which shall be periodically reviewed  
2 and evaluated. The purposes of the program shall be to:

- 3  
4 1. Assist in promoting accountability;  
5 2. Determine the progress of students;  
6 3. Assess the effectiveness of the instructional program and student learning;  
7 4. Aid in counseling and guiding students in planning future education and other  
8 endeavors;  
9 5. Analyze the improvements needed in a given instructional area;  
10 6. Assist in the screening of students with learning difficulties;<sup>1,2</sup>  
11 7. Assist in placing students in remedial programs;  
12 8. Assist in educational research by providing data.

13  
14 In planning testing programs, every effort shall be made to see that testing contributes to the  
15 learning process rather than detracts from it. Efforts shall be made to incorporate necessary  
16 culture-free or culture-fair tests to assure that measurements are reasonable, unbiased, and  
17 accurate.

18  
19 The Director of Schools shall be responsible for planning and implementing the program, which  
20 includes:

- 21  
22 1. Determining specific purposes for each test;  
23 2. Selecting the appropriate test to be given;  
24 3. Establishing procedures for administering the tests;  
25 4. Making provision for interpreting and disseminating the results;  
26 5. Maintaining testing information in a consistent and confidential manner; and  
27 6. Ensuring that results are obtained as quickly as possible, especially when placement  
28 in a special learning program might be necessary.

29  
30 State-mandated student testing programs shall be undertaken in accordance with procedures  
31 published by the State Department of Education.<sup>3</sup>

32  
33 Student scores on the Tennessee Comprehensive Assessment Program's grades three through  
34 eight (3-8) shall comprise fifteen (15%) percent of the student's final grade in the spring semester  
35 in the subject areas of mathematics, reading/language arts, science and social studies.<sup>4</sup>

Kelley Baker 4/28/2015 9:03 AM  
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If the Murfreesboro City School District does not receive its students' TCAP scores at least five (5) instructional days before the end of the school year, then the students' TCAP scores shall not be included in the students' final grades in the subject areas of mathematics, English language arts, science, and social studies.<sup>6</sup>

Other tests may be given as requested by students, teachers or parents when approved by the principal.

Any test directly concerned with measuring student ability or achievement through individual or group psychological or sociometric tests shall not be administered by or with the knowledge of any employee of the system without first obtaining written consent of the parents or guardians.<sup>2</sup>

Results of all group tests shall be recorded on the students' permanent records and shall be made available to appropriate personnel in accordance with established procedures.<sup>5</sup>

Kelley Baker 4/28/2015 9:08 AM  
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Kelley Baker 4/28/2015 9:03 AM  
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Legal References:

1. Tenn. Code Ann. § 49-10-108
2. 20 USCA 1232 g(h)
3. TRR/MS 0520-1-3-.03(9)
4. Tenn. Code Ann. § 49-1-614
5. Tenn. Code Ann. § 10-7-504
6. Tenn. Code Ann. § 49-1-617(b)



**MURFREESBORO CITY SCHOOL BOARD  
2015-2016 MEETING SCHEDULE**

All regularly scheduled Murfreesboro City School Board meetings will be held on the **second and fourth Tuesdays** of each month beginning at **6:00 p.m.** Meetings will be held in **Council Chambers at City Hall, 111 West Vine Street**, Murfreesboro, Tennessee. If circumstances require a change in time, venue, or an additional special meeting, an advertisement with specific information will be placed with the media.

<b>August 11</b> Regular Board Meeting	<b>February 9</b> Regular Board Meeting
<b>August 25</b> Regular Board Meeting	<b>February 23</b> Regular Board Meeting
<b>September 8</b> Regular Board Meeting	<b>March 8</b> Regular Board Meeting
<b>September 22</b> Regular Board Meeting	<b>March 22</b> Regular Board Meeting
<b>October 13</b> Regular Board Meeting	<b>April 12</b> Regular Board Meeting
<b>October 27</b> Regular Board Meeting	<b>April 26</b> Regular Board Meeting
<b>November 10</b> Regular Board Meeting	<b>May 10</b> Regular Board Meeting
<b>November 24*</b> FYI: This is Tue. before T'sgiving break Regular Board Meeting	<b>May 24</b> Regular Board Meeting
<b>January 12</b> Regular Board Meeting	<b>June 7</b> Regular Board Meeting
<b>January 26</b> Regular Board Meeting	<b>June 21</b> Regular Board Meeting

May 1, 2015

**Memorandum**

To: Murfreesboro City School Board Members

Cc: Linda Gilbert

From: Ralph Ringstaff

**2015-2016 Murfreesboro City Schools Differentiated Pay Plan**

One of the ways to comply with the Tennessee Differentiated Pay Plan requirement is to pay a signing bonus to attract teachers in areas where a shortage of qualified teachers exists, such as ESL, Behavior Modification or Comprehensive Development (not an inclusive list). Each year there will be a determination of the areas which will receive the signing bonus.

For the 2014-2015 school year Murfreesboro City Schools paid a \$2,000 signing bonus for new ESL teachers. For the 2015-2016 school year the area identified as the one with the greatest shortage and the highest need of qualified teachers is again ESL. We propose that new ESL teachers hired to the school system and teachers who transfer to the position of an ESL teacher receive the \$2,000 signing bonus.