Board of Education Regular Meeting
June 24, 2025 6:00 PM
City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Angela Fairchild, Director of Special Education	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item MERV-our Mobile Education Resource Van- had a successful start serving students in our district. On Wednesdays, MERV partners with the CHOW bus and provides students with books to read and activity packets/crayons to encourage reading.? We have also been able to provide parents with cleaning supplies thanks to our recent donation partnership with Amazon. Every other Tuesday, MERV is serving our McKinney-Vento (MKV) students in 5 hotel locations. Last week we served approximately 30 families with diapers, socks, undergarments, household essentials, food, and of course, books! A special thanks to the Blackman High School Varsity Coed Cheer team for volunteering 6 hours of their time to help organize our new Family Resource Center at 910 Ridgely. They unboxed books that were moved from the Central Office, organized the food pantry, and packed food pantry bags for families. Next month, Murfreesboro City Schools will host a Supply Drive and Farmer's Market at the Mitchell-Neilson Primary Gymnasium. Community partners for this event will include: • Murfreesboro Muslim Youth-leading the school supply drive • Murfreesboro City School Farmers-providing free vegetables to families • Read To Succeed-handing out books to children and providing information for ESL classes for adults • Wellpoint- providing school supplies and education on TennCare benefits Additionally, we are working with several nonprofits and faith-based organizations to schedule back-to-school drives including serving as host for Stuff the Bus with United Way on August 4 and 5.	Mrs. Lisa Trail
A. Spotlight on Education-Legacy Retirements Beverly Johnson Kristin Jackson Messick Amy Harrison Deborah Kimmel Kim Creager Sandy Scheele Barbara Smith Debbie Pulido Janet Paschal Robyn Jernigan Melissa Shelley	Dr. Trey Duke

Kathy Latondress Billie Jo Thompson Eric Bonner Procedural Item	
B. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 6-10-25 Board Minutes Consent Item	
B. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of the Revised 2025-2026 School Calendar Action Item	Dr. Trey Duke
B. Approval of Discrimination Policies, Revisions on First Reading: Policy 4.100 Policy 5.500 Policy 6.304 Action Item	Ms. Lauren Bush
C. Approval of Board Policy 1.407 School District Records, Revisions on First Reading Action Item	Ms. Lauren Bush
D. Approval of Board Policy 2.403, Surplus Property, Revisions on First Reading Action Item	Ms. Lauren Bush
E. Approval of Board Policy 3.202, Emergency Preparedness Plan, Revisions on First Reading Action Item	Ms. Lauren Bush
F. Approval of Board Policy 3.204, Threat Assessment Teams, on First Reading Action Item	Ms. Lauren Bush
G. Approval of Board Policy 4.403, Library Materials, Revisions on First Reading Action Item	Ms. Lauren Bush
H. Approval of Board Policy 4.406, Use of Internet, Revisions on First Reading Action Item	Ms. Lauren Bush
I. Approval of Board Policy 4.600, Grading System and Reporting Progress, Revisions on First Reading Action Item	Ms. Lauren Bush
J. Approval of Board Policy 5.1061, Employment of Retirees, Revisions on First Reading Action Item	Ms. Lauren Bush
K. Approval of Board Policy 5.110, Compensation Guides and Contracts, Revisions on First Reading Action Item	Ms. Lauren Bush
L. Approval of Board Policy 5.305, Family and Medical Leave, Revisions on First Reading Action Item	Ms. Lauren Bush
M. Approval of Board Policy 5.701, Substitute Teachers, Revisions on First Reading	Ms. Lauren Bush

Action Item	
N. Approval of Board Policy 6.303, Questioning Students and Searches, Revisions on First Reading Action Item	Ms. Lauren Bush
O. Approval of Board Policy 6.312, Use of Personal Communications Devices in School, Revisions on First Reading Action Item	Ms. Lauren Bush
P. Approval of Board Policy 6.411, Promoting Student Wellness, Revisions on First Reading Action Item	Ms. Lauren Bush
Q. Approval of Board Policy 6.600, Student Records, Revisions on First Reading Action Item	Ms. Lauren Bush
R. Approval of Budget Amendment-Title I and IDEA Federal Projects Fund FY24-25 Action Item	Dr. Trey Duke
S. Approval of Budget Amendment-AALN Federal Projects Fund FY2024-2025 Action Item	Dr. Trey Duke
T. Approval of Budget Amendment- FY25 General Purpose Action Item	Dr. Trey Duke
U. Approval of Budget Amendment-FY25 Central Cafeteria Fund Action Item	Dr. Trey Duke
V. Approval of Budget Amendment-ESSER 3.0 FY25 Federal Projects Action Item	Dr. Trey Duke
W. Approval of Contract Extension-ABM Custodial Services for FY26 Action Item	Dr. Trey Duke
X. Approval of Contract Extension-Douglas Lawn Care Professional Services for FY26 Action Item	Dr. Trey Duke
Y. Approval of Contract-Josh Houston & Associates for Yearbook and Photography Services for FY26 Action Item	Dr. Trey Duke
Z. Approval of Contract-Pure Storage Renewal Action Item	Dr. Trey Duke
AA. Approval of Contract-Tennessee Department of Finance and Administration for CyberSafeTN State and Local Cybersecurity Grant Action Item	Dr. Trey Duke
BB. Approval of Revenue and Expenditure Report Action Item	Mr. Daniel Owens
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Enrollment (PTR) Report Information Item	Mr. Ken Rocha
B. Director's Evaluation Results Information Item	Ms. Lauren Bush
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES
Board of Education Regular Meeting
June 10, 2025 6:00 PM
MCS Administrative Offices

I. **CALL TO ORDER** Procedural Item **Present:** Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles. In attendance: Dr. Trey Duke, Sheri Arnette, Daniel Owens, Angela Fairchild, April Zavisa, Don Bartch, Ken Rocha, Maria Johnson, and Robin Newell Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Maria Johnson, Director of Human Resources and Educator Effectiveness.	
B. Moment of Silence Procedural Item	
II. **APPROVAL OF AGENDA** Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0	Chair Butch Campbell
III. **PUBLIC COMMENT** Procedural Item	Chair Butch Campbell
IV. **CONSENT ITEMS** Consent Agenda Motion to approve consent agenda. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Chair Butch Campbell
A. Approval of 5-27-25 Board Meeting Minutes Consent Item	
B. Approval of Request for Extended Utilization of School Buses Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 6.401, Student Health Services, on Second Reading Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. **ACTION ITEMS** Action Item	Chair Butch Campbell
A. Approval of 2025-2026 Board Annual Agenda Action Item Motion to approve the 2025-2026 Board Annual Agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0	Dr. Trey Duke

B. Approval of Board Attendance at Conventions and Other Educational Meetings (per Board Policy 2.804) Action Item Motion to approve Board Attendance at Conventions and Other Educational Meetings (per Board Policy 2.804). This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Dr. Trey Duke
C. Approval of Contract-Project Play Action Item Motion to approve Contract-Project Play. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 Dr. Duke presented a contract with Project Play to the Board for approval. He explained that Project Play will provide intensive behavioral supports for our students with the most significant behaviors. Karen Dodd asked if this program was for all schools, and Dr. Duke said that it is. Dr. Duke explained in detail how the program will work. He said that with our BCBAs as well as other supports along with Project Play, we should be able to address extreme student behaviors. The Board had questions about where these people would be placed, but Dr. Duke explained that they are not our employees. He said that we are contracting with this company, so although they would not have permanent offices in our buildings, they will have a location to work from in our buildings. Jimmy Richardson said that we have a basis that measures their success, and he is all for the program. Dr. Duke said that we are hiring direct support for students, and Angela Fairchild added that this group will be modeling interventions with teachers. Chairman Campbell asked who will be the person most responsible that would be working closely with Project Play as well as serving as our touchpoint person. Dr. Duke said that it would be Angela Fairchild. Dr. Duke said that he will bring the budget amendment for this service back to the Board for approval in July.	Dr. Trey Duke
D. Approval of Contract-CDW Cisco Portfolio Agreement Action Item Motion to approve Contract-CDW Cisco Portfolio Agreement. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
E. Approval of Contract-Matlock Clements-Internal School Funds Audit Action Item Motion to approve Contract-Matlock Clements-Internal School Funds Audit. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0	Dr. Trey Duke
F. Approval of Contract-Agreement with Romach Incorporated for Flooring Renovations at Mitchell Neilson Elementary School	Dr. Trey Duke

Action Item Motion to approve Contract-Agreement with Romach Incorporated for Flooring Renovations at Mitchell Neilson Elementary School. This motion, made by Ms. Amanda Moore and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 Amanda Moore asked if this was the cost for the entire project, or just this year. Mr. Bartch clarified by stating the cost was just for this year. Barbara Long asked if this was for floors in both primary and elementary schools. Mr. Bartch said that it is just for the elementary school.	
VI. **REPORTS AND INFORMATION** Information Item	Chair Butch Campbell
A. Tentative Assignment Lists Information Item Maria Johnson told the board that as of 5:55 p.m. this afternoon, we have 24 unfilled positions. She added that our staff is currently interviewing for these positions. She explained that we are also using a staffing company, if needed, to help fill any positions. Dr. Duke added that we have hired the BEST coordinator who is a current special education teacher in the district.	Dr. Trey Duke
B. Bullying Report Information Item Ken Rocha presented the bullying report to the board. He explained the training that is done throughout the school year with administrators as well as staff. Dr. Duke emphasized that by law we have to submit this information to the State as well as completing the federal data collection report. He added that each bullying report must be investigated and then confirmed if it's actually considered to be bullying. David Settles gave a shout out to the principals for all the things that they have to do each day. He said that they do a tremendous job. Dr. Duke said that a new law is in place so that in the future, anti Semitism will be added to the bullying forms.	Mr. Ken Rocha
C. Director's Update Information Item Dr. Duke presented a 2025-2026 Revised School Calendar for the Board to review and ask questions before presenting these changes for approval on June 24th. He said that May 5th being an election day was overlooked and will be changed to a school-based planning day (stockpile day) since Mitchell Neilson Primary, Hobgood, and Cason Lane are all voting sites. Other changes include making January 5th a school-based planning day (stockpile day), students return from winter break on January 6, May 22 being the last full day for students, May 26 becoming a PD Day (stockpile day), and May 27 becoming a school-based workday. Dr. Duke said that if the Board agrees to move forward, he will bring the revised calendar to the Board at the next meeting on June 24th for approval. Dr. Duke said that there has been another change to state law in that we can use an inclement weather day for staff development, and we no longer are required to get approval from the	Dr. Trey Duke

Commissioner. We cannot, however, use stockpile days to end the school year early. Mr. Rocha told the Board that we had 2700 students out on the last day of this school year. Dr. Duke said that this revision will take us from nine snow days to seven snow days. We will be using six of the thirteen days for professional development.. Amanda Moore asked how the end date compares with Rutherford County. Dr. Duke said that we were already getting out one day before the county and we still won't have the same end date. He said that most all dates coincide with the county other than the fact that we will be coming back a day earlier and getting out a day later. Dr. Duke told the Board about a non-profit organization that will be launching a program in several Rutherford County Schools next year and has also requested to do the same program at Hobgood Elementary. This organization, Lifewise Academy, will check students out during special area time, with parent permission, and provide Bible education one time a week. The law allows for this practice, so they may request to do this at more schools in the future. Dr. Duke shared the link to LifeWise Academy with the Board for more information.	
VII. **OTHER BUSINESS** Information Item	Chair Butch Campbell
VIII. **ADJOURNMENT** Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 The meeting adjourned at 7:22 p.m.	Chair Butch Campbell

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Director of Schools

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Surplus Items

Board Meeting Date: June 24, 2025

Department: Finance and School Operations

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

Consent Agenda	☒
Action Item	☐
Reports and Information	☐

Summary

Board policy 2.403 defines surplus property as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. Policy 2.403 requires the Director of Schools/designee to prepare a list of unusable items for Board approval.

These items have been deemed surplus items and will be either sold or discarded based on board policy.

Staff Recommendation

Recommending approval of the surplus of the items specified within this packet.

Fiscal Impact

All unusable items shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale. Surplus property which has no value or has a value of less than five hundred dollars ($500) may be disposed of without the necessity of bids pending appropriate approvals.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
☒ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.
☐ **Empowered**: Every student will be *empowered* through academic success

Attachment to AD FM6

Library Broken chairs

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

(1) Surplus property in local school systems which has no value or has a value less than five hundred dollars ($500), may be disposed of without the necessity of bids as required by this section.

(2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars ($500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
wooden chair					$0
folding chair					$0

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

[signature] School Reeves Date 5/29/25
Principal

_____ Date _____
Supervisor

[signature] Date 6/10/25
Assistant Superintendent of School Operations or Director of Technology

Bobby W Duckett III Date 6/10/25
Director of Schools

_____ Date _____
Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

Ripped seat

Cracked seat

Attachment to AD FM6

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

(1) Surplus property in local school systems which has no value or has a value less than five hundred dollars ($500), may be disposed of without the necessity of bids as required by this section.

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Old Storage tote (Nutrition) Broken	Property of MURFREESBORO CITY SCHOOLS Dept of Nutrition 0000144				0-

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Dena Thomas School FA Date 6/5/25
Principal

Date
Supervisor

Date 6/10/25
Assistant Superintendent of School Operations or Director of Technology

Bobby Duke III Date 6/10/25
Director of Schools

Date
Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

Attachment to AD FM6 HG

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

(1) Surplus property in local school systems which has no value or has a value less than five hundred dollars ($500), may be disposed of without the necessity of bids as required by this section.

(2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars ($500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Musical Keyboards		Roland	XP-10	see attached info and picture	Ø

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Principal _____ School Hobgood Date 5/20/25

Supervisor _____ Date _____

Assistant Superintendent of School Operations or Director of Technology _____ Date 6/10/25

Director of Schools _____ Date 6/10/25

Board Chairman _____ Date _____

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

Dena Thomas

From: Melissa Shelley
Sent: Wednesday, June 4, 2025 1:48 PM
To: Dena Thomas
Subject: SURPLUS PROPERTY
Attachments: 3127_001.pdf

Hello Dena:

Attached is a surplus property form for musical keyboards. These aren't in working order and our current music teacher would like them to be discarded. These have at least 15 plus years on them. I know they haven't been used in at least 10 years, there are many missing cords, etc.

Please let me know if you have any questions.

Thank you,

Melissa Shelley
Hobgood Elementary
Bookkeeper
307 S. Baird Lane
Murfreesboro, TN 37130
melissa.shelley@cityschools.net

From: canon@cityschools.net <canon@cityschools.net>
Sent: Wednesday, June 4, 2025 12:42 PM
To: Melissa Shelley <Melissa.Shelley@cityschools.net>
Subject: Attached Image

Teacher: Amy Royer - MUSIC

Hobgood Elementary
Technology Inventory
2024-2025

Room Number: 101

						PURCH	CONDITION		
MCS TAG #	QTY	DESCRIPTION (Make/Model)	SERIAL #	VENDOR	COST	DATE	GOOD	FAIR	POOR
	1	Keyboard-XP10	EL 53740	Roland					
	1	Keyboard-XP10	EL 53739	Roland					
	1	Keyboard-XP10	EL 53885	Roland					
	1	Keyboard-XP10	EL 53884	Roland					
	1	Keyboard-XP10	EL 53888	Roland					
	1	Keyboard-XP10	EL 53809	Roland					
	1	Keyboard-XP10	EL 53805	Roland					
	1	Keyboard-XP10	EL 53806	Roland					
	1	Keyboard-XP10	EL 53895	Roland					
	1	Keyboard-XP10	EL 53786	Roland					
	1	Keyboard-XP10	EL 53787	Roland					
	1	Keyboard-XP10	EL 53847	Roland					
	1	Keyboard-XP10	EL 53848	Roland					
	1	Keyboard-XP10	EL 53906	Roland					
	1	Keyboard-XP10	EL 53905	Roland					
	1	Mixer-1202-VLC	D186788	Mackie					
	1	Mixer-1202-VLC	D186686	Mackie					
	1	Mixer-1202-VLC	D186615	Mackie					
	1	Mixer-1202-VLC	D186612	Mackie					
	1	Mixer-1202-VLC	D182113	Mackie					
	1	Mixer-1202-VLC	D193142	Mackie					
	1	CD Burner-XL-R2010BK	126C1706	JVC					
	4	Powered Speakers	J182N-030417	JBL					X
*	2	Microphones	J182N-030417	JBL	Broken				X

YAMAHA VV5
YAMAHA VV5

Attachment to AD FM6

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

(1) Surplus property in local school systems which has no value or has a value less than five hundred dollars ($500), may be disposed of without the necessity of bids as required by this section.

(2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars ($500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Old IPAD + other Tech (see attached)					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

_____ School_____ Date_____
Principal

_____ Date _____
Supervisor

_____ Date 6/10/25
Assistant Superintendent of School Operations or Director of Technology

_____ Date 6/14/25
Director of Schools

_____ Date_____
Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

CO	Laptop	Dell	Latitude 5480	DLVSHM2	960602
NF	Desktop	Dell	Optiplex 3040	HHR0SD2	N/A
CLA	Chromebook	Dell	P22T	DM4RB62	T0035896
CLA	Chromebook	Dell	P22T	FBWJK82	N/A
CLA	Chromebook	Dell	P22T	57WJK82	N/A
CLA	Chromebook	Dell	P22T	984KK82	N/A
CLA	Chromebook	Dell	P22T	6V4RB62	N/A
CLA	Chromebook	Dell	P22T	GBWJK82	N/A
CLA	Chromebook	Dell	P22T	F6WJK82	N/A
CLA	Chromebook	Dell	P22T	87WJK82	N/A
CLA	Chromebook	Dell	P22T	B7WJK82	N/A
CLA	Chromebook	Dell	P22T	884KK82	N/A
CLA	Chromebook	Dell	P22T	83WJK82	N/A

CLA	Chromebook	Dell	P22T	BC4KK82	N/A
CLA	Chromebook	Dell	P22T	993RB62	T0035919
CLA	Chromebook	Dell	P22T	1C5KK82	N/A
CLA	Chromebook	Dell	P22T	4NFTB62	N/A
CLA	Chromebook	Dell	P22T	7X4RB62	T0035894
CLA	Chromebook	Dell	P22T	FJ3RB62	T0035910
CLA	Chromebook	Dell	P22T	JCJJK82	N/A
CLA	Chromebook	Dell	P22T	F53RB62	T0035902
CLA	Chromebook	Dell	P22T	FD4RB62	T0035913
CLA	Chromebook	Dell	P22T	5H4RB62	N/A
CO	Laptop	Dell	Latitude 5490	8fr6pq2	960926
CO	iPad	Apple	iPad Air 2	DMRSJC2LHG5D	960167
CLA	Chromebook	Dell	P22T	61JJK82	N/A

CO	iPad	Apple	MC979LL	DLXF9KTYDKPH	N/A

HG

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on section 49-6-2007 of the Tennessee Code Annotated:
(d)1 Surplus property in local school systems which has no value or has a value less than two hundred fifty dollars ($250), may be disposed of without the necessity of bids as required by this section."
(2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than two hundred fifty dollars ($250).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	Tag #	MFG. BY	MODEL #	SERIAL #	VALUE
(3) Red Cat Systems	3134	Lightspeed		see attached	Ø
	3135				
	3124				
	3137				
	3122				
	3123				

In accordance with TCA 49-6-2007 (d)1 and (d)2, we the undersigned authorize disposal of the items listed above."

Principal Lunora Bobo SCHOOL Hobgood date 6/4/2025

Supervisor date 6/9/25

Director of Schools Bobby Burke III date 6/10/25

Board Chairman date

FOR INVENTORY CONTROL USE: COPY TO CENTRAL RECEIVING ___/___/___ COPY TO PRINCIPAL OR SUPERVISOR ___/___/___

COPY TO INVENTORY CONTROL ___/___/___ COPY TO VENDOR ___/___/___

NOTES ON DISPOSAL METHOD:

SIGNATURE DATE

Dena Thomas

From: Melissa Shelley
Sent: Wednesday, June 4, 2025 1:53 PM
To: Dena Thomas
Subject: SURPLUS PROPERTY
Attachments: 3126_001.pdf

Hello Dena:

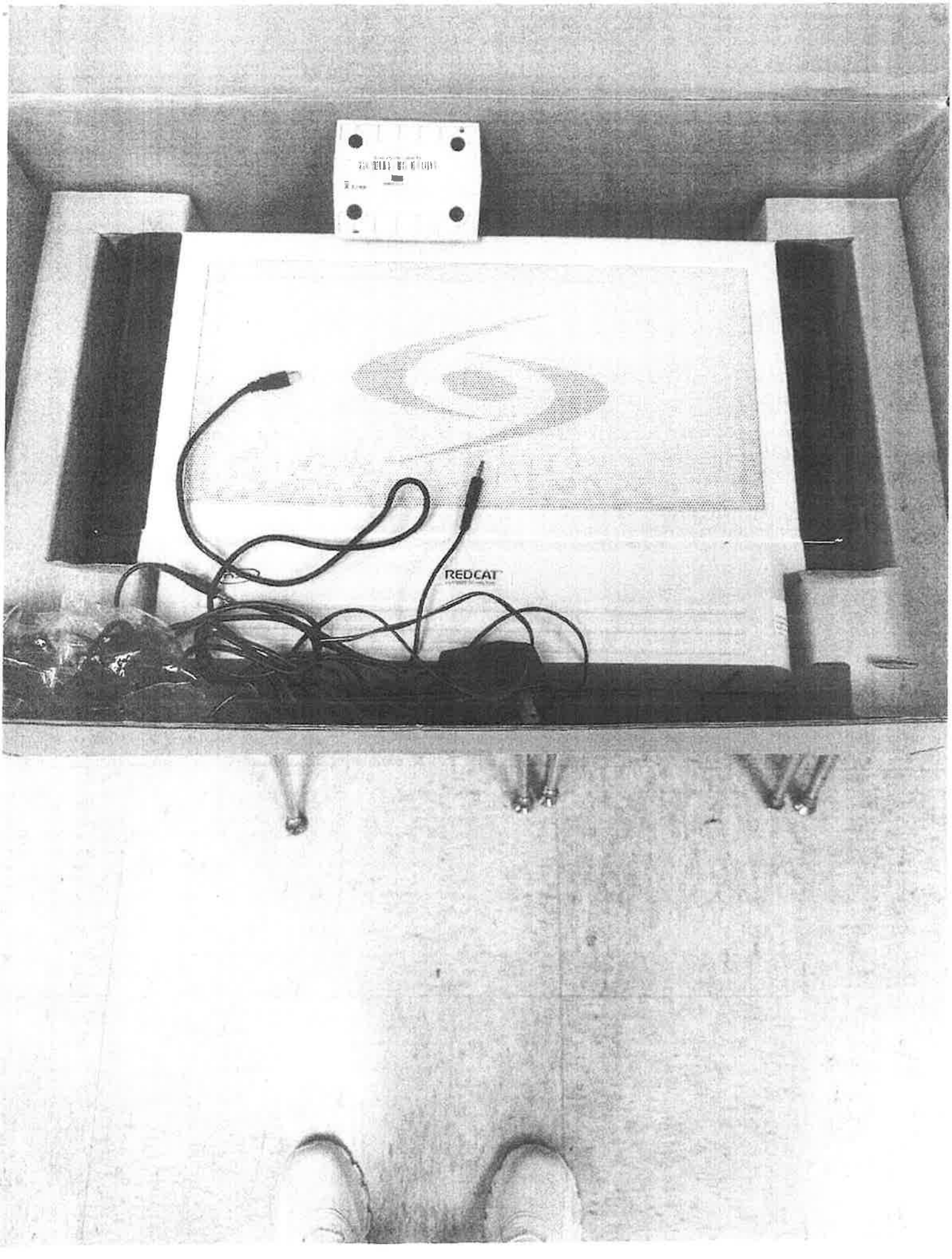
I have another surplus property form for you. This is for 3 red cat units. These were placed into service back in 2011. Andrea Chamblee, the 1st grade teacher that is our go to person for the red cats has tried multiple fixes and can't get these 3 to work. We are wanting to dispose of them. Please let me know if you have any questions.

Thank you,

Melissa Shelley
Hobgood Elementary
Bookkeeper
307 S. Baird Lane
Murfreesboro, TN 37130
melissa.shelley@cityschools.net

From: canon@cityschools.net <canon@cityschools.net>
Sent: Wednesday, June 4, 2025 12:42 PM
To: Melissa Shelley <Melissa.Shelley@cityschools.net>
Subject: Attached Image

Murfreesboro	*City Schools*		*Lightspeed*		*REDCAT*		*HG*	*2022-2023*	*22 UNITS*
SFS Component	**SFS Serial Number**	**MCS#**	**Teacher**	**Student**	**Grade**	**Room**	**School**	**Purchase**	**Repair/Replace**
InfraRed Media Connector	TX IRMC-A-110426-0498	3122	Dyke		KG	5	HG	Sep-11	
Redcat Unit	RX RC 110708-1355	3123							
Teacher Microphone	TX RMT 110607-4423								
InfraRed Media Connector	TX IRMC-A-110426-0425	3138	Fabbri		KG	4	HG	Sep-11	
Redcat Unit	RX RC-081203-0236	3139							
Teacher Microphone	TX RMT-G2-111021-0083								
InfraRed Media Connector	TX IRMC-A-110426-0491	3130	Purdie. C.		KG	3	HG	Sep-11	
Redcat Unit	RX RC 110708-1275	3131							
Teacher Microphone	TX RMT 110607-4460								
InfraRed Media Connector	TX IRMC-A-110426-0496	3140	Removed/not working		KG	6	HG	Sep-11	
Redcat Unit	RX RC-G2-091119-0086	3141							
Teacher Microphone	TX RMV- 110726-1574								
InfraRed Media Connector	TX IRMC-A-110426-0499	3124	Davie, A.		1st	21	HG	Sep-11	
Redcat Unit	RX RC 110708-1331	3137							
Teacher Microphone	TX RMT 110607-4468								
InfraRed Media Connector	TX IRMC 100602-0026	2282	Lephew, L.		1st	20	HG	Oct-10	
Redcat Unit	RX RC 100712-1365	2281							
Teacher Microphone	TX RMT 100716-2441								
InfraRed Media Connector	TX IRMC 101015-0352	3126	Ridgley, M.		1st	19	HG	Sep-11	
Redcat Unit	RX RC 110708-1268	3127							
Teacher Microphone	TX RMT 110607-4422								
InfraRed Media Connector	TX IRMC 091021-0074	2110	Wiemann. J		2nd	128	HG	Jan-10	
Redcat Unit	RX RC 091102-0285	2111							
Teacher Microphone	TX RMT 091124-1120								
InfraRed Media Connector	TX IRMC 101015-0266	3128	Barrett. M.		2nd	121	HG	Sep-11	
Redcat Unit	RX RC 110708-1332	3129							
Teacher Microphone	TX RMT 110607-4441								
InfraRed Media Connector	TX IRMC-A-110426-0492	3132	Brooks. A.		2nd	122	HG	Sep-11	
Redcat Unit	RX RC 110708-1333	3133							
Teacher Microphone	TX RMT 110607-1419								
InfraRed Media Connector	TX IRMC-A-110426-0493	3134	Chamblee. A.		1st	18	HG	Sep-11	
Redcat Unit	RX RC 110708-1150	3135							
Teacher Microphone	TX RMT 110607-4469								
InfraRed Media Connector	TX IRMC-A-110426-0500	3136	Bowers, K.		2nd	126	HG	Sep-11	
Redcat Unit	RX RC 100712-0350	3125							
Teacher Microphone	TX RMT 110607-4424								


REDCAT

Attachment to AD FM6

ESP technology

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on Tenn. Code Ann. § 49-6-2007(d)

(1) Surplus property in local school systems which has no value or has a value less than five hundred dollars ($500), may be disposed of without the necessity of bids as required by this section.

(2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars ($500).

COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Mini iPads	see attached				

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

_____ School _____ Date _____

Principal

X _____ Date 6/9/25

Supervisor

_____ Date 6/9/25

Assistant Superintendent of School Operations or Director of Technology

Bobby W Duke III Date 6/10/25

Director of Schools

_____ Date _____

Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

School	Serial Number	Asset Tag	Model	Reason for Disposal
MNP	DLXQH212GHK9	101328	iPad	Will not update/Reset
MNP	F9FS51CYGHK9	101333	iPad	Will not update/Reset
MNP	F9FS50ABGHK9	101335	iPad mini 4	Will not update/Reset

School	Serial Number	Asset Tag	Model	Disposed	Reason for Disposal
NF	F4LKH1RSF193	3910	Apple iPad 9	x	Will not update/Reset
NF	F7NMR34CF196	4092	Apple iPad 6	x	Will not update/Reset
NF	F7NMR3MBF196	4093	Apple iPad 2	x	Will not update/Reset
NF	F7NMCJZTF196	4048	Apple iPad 4	x	Will not update/Reset
NF	F7NMCT5SF196	4051	Apple iPad 7	x	Will not update/Reset
NF	F4LKH2DUF193	3911	Apple iPad 8	x	Will not update/Reset
NF	F9GPW11YFCM5	101238	Apple iPad 14	x	Will not update/Reset

Attachment to AD FM6

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Apple TV	4066	Apple	A1469	F6KMF1NGFF54	$0

OS won't update
Over 10 years
old

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Christy Robinson School JPE Date 6-3-25
Principal

Date 6-9-25
Supervisor

Date
Assistant Superintendent of School Operations or Director of Technology

Bobby W Duke III Date 6/10/25
Director of Schools

Date
Board Chairman

For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

Notes on Disposal Method:

Signature: _____ Date: _____

Attachment to AD FM6

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Surplus & Dispose items (see attached)					

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

Caitlin Bullard School DS Date 6/9/25 (See attached request)
Principal

Date
Supervisor

Dr [illegible] Date 6/10/25
Assistant Superintendent of School Operations or Director of Technology

Bobby N Duke III Date 6/10/2025
Director of Schools

Date
Board Chairman

For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

Dena Thomas

From: Caitlin Bullard
Sent: Monday, June 9, 2025 3:49 PM
To: Dena Thomas
Subject: DS Surplus
Attachments: DS Surplus 6-9-25.pdf

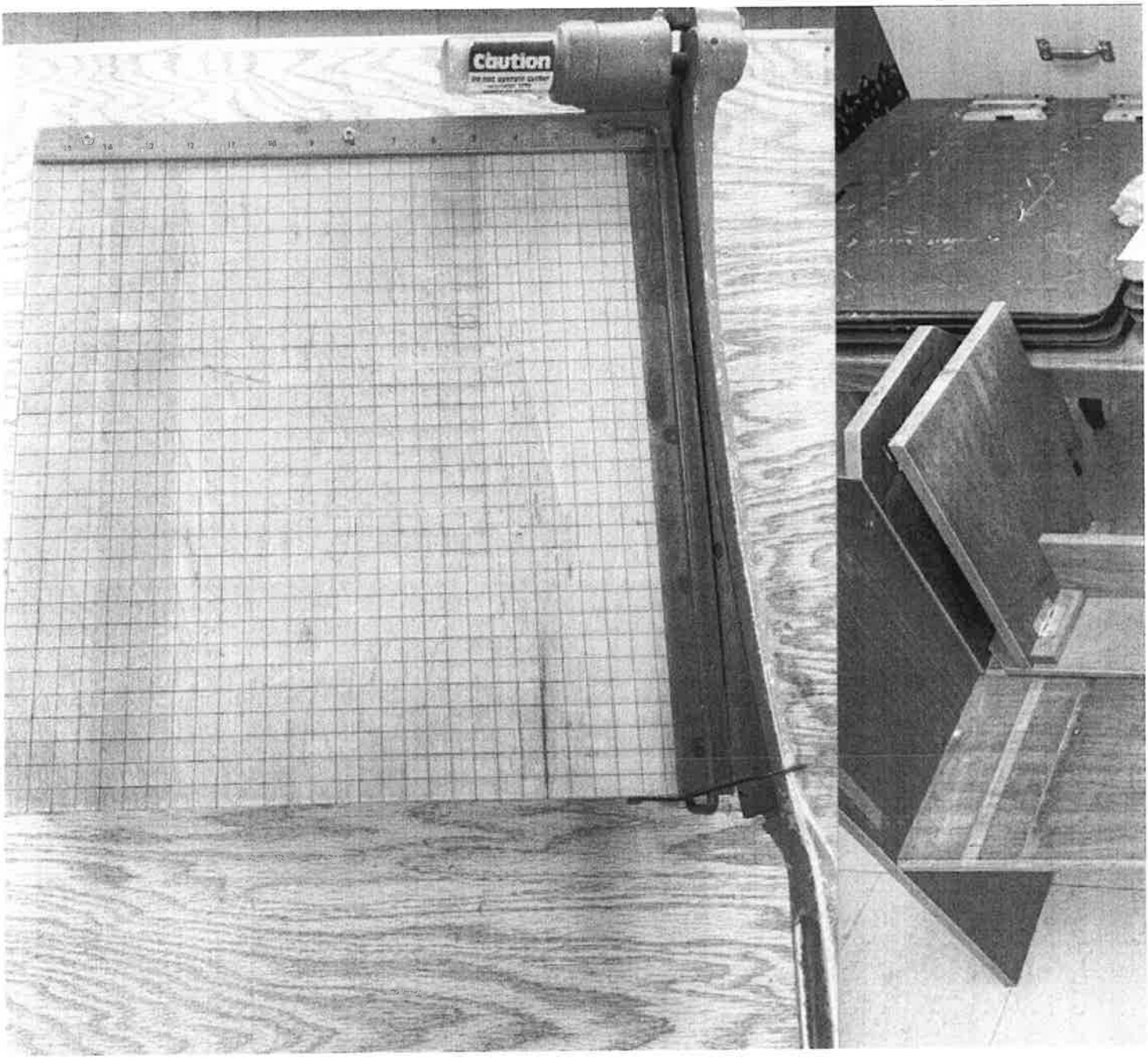
Hello,

Attached is a surplus form & photos for several items in the office and art room.

Thank you,

Dr. Caitlin Bullard
Principal
Discovery School
@DSExplorers

Mission: To creatively challenge students to explore, discover, and develop their personal and academic potential.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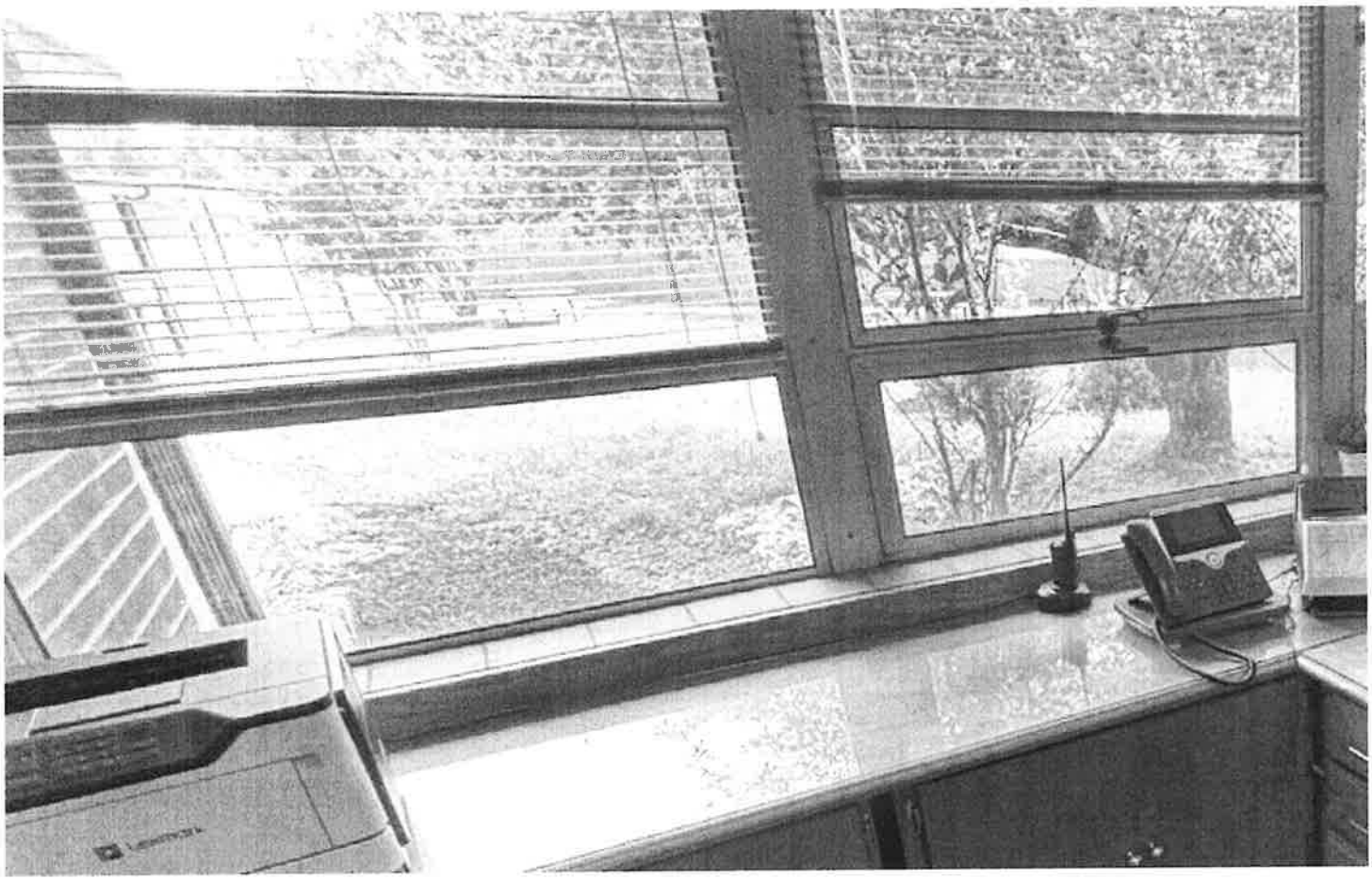

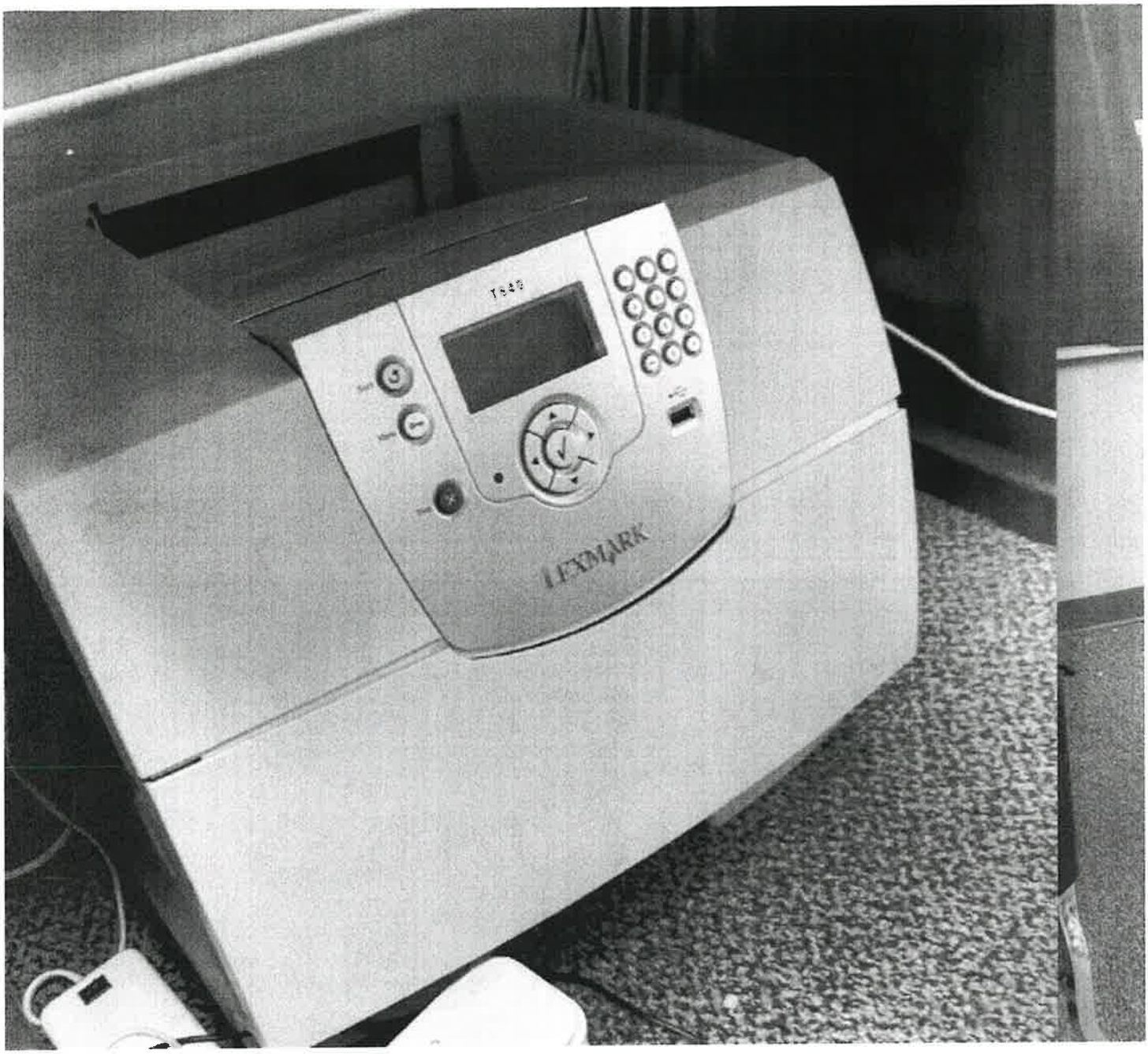
LEXMARK

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Revised 2025-2026 School Calendar

Board Meeting Date: June 24, 2025

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval Yes ☐ No ☒

Summary

The **revised** academic calendar proposal for the 2025-2026 school year meets all requirements from the Tennessee Department of Education. Changes were made to account for a Rutherford County election day in May 2026 and to adjust the end of school year for students based on feedback from stakeholders.

The first days of school for students, fall break, spring break, and the start of winter break all coincide with the dates for Rutherford County Schools.

This calendar utilizes six stockpile days for professional learning. Seven stockpile days will be saved for inclement weather.

Staff Recommendation

To approve the **revised** 2025-2026 school calendar.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.
☒ **Empowered**: Every student will be *empowered* through academic success

MURFREESBORO CITY SCHOOLS
2025-2026 ACADEMIC CALENDAR
FINAL (June 2025 Revisions in Red)

JULY 2025
Thursday, July 17: 11 Month Employees Return
Thursday, July 24: 10 ½ Month Employees Return
Thursday, July 31: 10 Month Employees Return
**Thursday, July 31: School-Based In-service Day

AUGUST 2025
**Friday, August 1: District In-service Day
Monday, August 4: School-Based In-service Day; **Open Houses at all Schools 4:00-5:30
*Tuesday, August 5: School-Based Work Day (Admin)
Wednesday, August 6: **Grades 1-6 Students, Half Day for Students (3 hours, 30 minutes)**
*Thursday, August 7: School-Based Work Day (Admin)
Friday, August 8: **Grades 1-6 Students, First Full Day for Students**
Monday, August 11: Grades 1-6 Students, Second Full Day; Kindergarten, Half-Day for A-L
Tuesday, August 12: Grades 1-6 Students, Third Full Day; Kindergarten, Half Day for M-Z
Wednesday, August 13: Grades 1-6 Students, Fourth Full Day; All Kindergarten Half-Day
Thursday, August 14: Grades K-6 Full Day

SEPTEMBER 2025
Monday, September 1: Labor Day (Day Out for All)
++Friday, September 19: School-Based Planning Day (*stockpile #1*) (Day Out for Students)

OCTOBER 2025
Monday, October 6-Friday, October 10: Fall Break (Days Out for School-Based Personnel)
*Wednesday, October 22-Parent/Teacher Conferences (Admin) (Day out for Students)

NOVEMBER 2025
Monday, November 24-Wednesday, November 26: Thanksgiving Break (Day Out for School-Based Personnel)
Thursday, November 27-Friday, November 28: Thanksgiving Break (Days Out for All)

DECEMBER 2025
Friday, December 19: Student Half Day (3 hours, 30 minutes)
Monday, December 22-Friday, January 2, 2026: Winter Break (Days Out for School-Based Personnel)

JANUARY 2026
Monday, December 22-Friday, January 2: Winter Break (Days Out for School-Based Personnel)
++Monday, January 5: ~~District~~ School-Based In-service Day (*stockpile #2*) (Day Out for Students)
~~++Tuesday, January 6: School-Based Planning Day (*stockpile #3*) (Day Out for Students)~~
~~Wednesday, January 7~~: Tuesday, January 6: Students Return
Monday, January 19: Martin Luther King, Jr. Day (Day Out for All)

FEBRUARY 2026
++Friday, February 13: School-Based Planning Day (*stockpile #3*) (Day Out for Students)
Monday, February 16: Presidents' Day (Day Out for All)

Board Approved: 12/10/24

MARCH 2026
++Friday, March 20: Parent/Teacher Conferences (~~Admin~~ *stockpile day #4*) (Day out for Students)
Monday, March 30-April 3: Spring Break (Days Out for School-Based Personnel)

APRIL 2026
Monday, March 30-April 3: Spring Break (Days Out for School-Based Personnel)
Friday, April 3: Good Friday (Day out for All)

MAY 2026
++Tuesday, May 5: (Election Day) School-Based Planning Day (stockpile #5)
Friday, May 22: Last full day for students
Monday, May 25: Memorial Day (Day Out For All)
++Tuesday, May 26: Professional Development Day (stockpile #6)
*Wednesday, May 27: School-Based Employee Work Day (Admin #5)
Thursday, May 28: Last ½ Day for Students and 10-Month Employees (3 hours and 30 minutes)

JUNE 2026
Thursday, June 4: Last Day for 10 ½ Month Employees
Thursday, June 11: Last Day for 11 Month Employees

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

*Board Assigned Administrative Days (Workdays): the first administrative day is earned through approved summer flex hours.
++Stockpiled in-service days
**In-service days: the fourth and fifth in-service days are earned through twelve (12) approved points.

180 Student Days (6 of these days will be used as stockpiled in-service days++)
5 Board Assigned Administrative Days*
5 In-Service Days**
10 Vacation Days
200

Attendance Periods:

August 6-September 4
September 5-October 3
October 13-November 10
November 11-December 15
December 16-January 29
January 30-March 2
March 3-April 7
April 8-May 5
May 6-May 28

Report Card Days:

October 22, 2025 at Parent Teacher Conference
January 14, 2026
March 25, 2026
May 28, 2026 Last Day of School

End of Report Card Periods:

Qtr 1: 08/06/2025 - 10/03/2025
Qtr 2: 10/04/2025 - 01/06/2026
Qtr 3: 01/07/2026 - 03/13/2026

Board Approved: 12/10/24

Qtr 4: 03/14/2026 - 05/28/2026

Board Approved: 12/10/24

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policies 4.100, 5.500, and 6.304 Revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

In compliance with Public Chapter 293, Board Policies 4.100, 5.500, and 6.304 have been updated to include the International Holocaust Remembrance Alliance (IHRA) definition of antisemitism, as required by state law.

Staff Recommendation

Approve changes to Board Policies 4.100, 5.500, and 6.304 on first reading

Fiscal Impact

No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
☒ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.
☐ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Instructional Program**	**4.100**	**06/25/24**
		Rescinds:	Issued:

General

The Board shall not discriminate on the basis of race, color, religion, sex, national origin, genetic information, or disability in its instructional program or activities.[1] Discrimination shall include antisemitism, defined as a certain perception of Jews, which may be expressed as hatred toward Jews including, but not limited to, rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.[2]

GOALS

The Board approves the following instructional goals for students:

1. To acquire the knowledge and attitude necessary to achieve and maintain good physical and mental health;
2. To develop the skills necessary to function as a self-directed person;
3. To develop the capacity to cope with change through an understanding of the arts, humanities, and scientific processes;
4. To know the principles involved in making moral and ethical choices;
5. To develop the basic skills of reading, writing, computation, spelling, speaking, and problem solving;
6. To develop a positive attitude toward the lifelong endeavor of learning;
7. To learn to identify personal talents and interests, make appropriate career choices, and develop career skills;
8. To acquire knowledge and to develop skills in the management of personal and public resources necessary for meeting obligations to self, family, and society;
9. To learn to act in a responsible manner;
10. To learn of the rights and responsibilities of citizens of the community, state, nation, and world; and
11. To learn to understand, respect, and interact with people of different cultures, generations, and races.

Legal References

1. 42 USCA § 2000d *et seq.*
2. Public Acts of 2025, Chapter No. 293

Cross References

School District Planning 1.701

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in March	**Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious)**	**5.500**	Click here to enter a date.
		Rescinds: **5.500**	Issued: **04/01/12**

Employees shall be provided a work environment free from discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, or any other classification protected by law. It shall be a violation of this policy for any employee or any student to discriminate against or harass an employee through disparaging conduct or communication that is based on race, color, religion, creed, sex, national origin, age, veteran status, disability, or any other classification protected by law. The following guidelines are set forth to protect employees from discrimination/harassment.

Employee discrimination/harassment will not be tolerated.[1] Discrimination/harassment is defined as conduct, advances, gestures or words either written or spoken and based on based on race, color, religion, creed, sex, national origin, age, disability, or any other classification protected by law that:

1. Unreasonably interfere with the individual's work or performance; or
2. Create an intimidating, hostile or offensive work environment; or
3. Imply that submission to such conduct is made an explicit or implicit term of employment;
4. Imply that submission to or rejection of such conduct will be used as a basis for an employment decision affecting the harassed employee.

Discrimination shall also include antisemitism, defined as a certain perception of Jews, which may be expressed as hatred toward Jews including, but not limited to, rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.[1]

Alleged victims of discrimination/harassment shall report these incidents immediately.[2] This report should be made to the immediate supervisor, except when the immediate supervisor is the alleged offending party. If the immediate supervisor is the alleged offending party, the report may be made to the Director of Human Resources. Allegations of discrimination/harassment shall be fully investigated as set forth in Complaints and Grievances, Board Policy 5.501. An oral complaint may be submitted; however, such complaint must be reduced to writing to ensure a more complete investigation. The complaint should include the following information:

1. Identity of the alleged victim and person accused;
2. Location, date, time and circumstances surrounding the alleged incident;
3. Description of what happened;
4. Identity of witnesses; and
5. Any other evidence available.

The privacy and anonymity of all parties and witnesses to complaints will be respected. However, because an individual's need for confidentiality must be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses maybe disclosed in appropriate circumstances to individuals with a need to know.
A substantiated charge against an employee shall result in disciplinary action, up to and including termination. A substantiated charge against a student may result in corrective or disciplinary action, up to and including expulsion.

There will be no retaliation against any person who reports discrimination/harassment or who participates in an investigation. However, any employee who refuses to cooperate or gives false information during the course of any investigation may be subject to disciplinary action. The willful filing of a false report will itself be considered harassment and will be treated as such.

An employee disciplined for violation of this policy may appeal the decision by contacting the Director of Schools.

Legal References

1. 29 CFR §1604.11; TCA 5-23-104; Public Acts of 2025, Chapter No. 293
2. 20 USCA § 1681

Cross References

Equal Opportunity Employment 5.104
Complaints and Grievances 5.501
Title IX & Sexual Harassment 6.3041

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in March	**Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation**	**6.304**	
		Rescinds: **STU 53**	Issued: **01/10/06**

In order to maintain a safe, civil, and supportive environment in school for students to learn and achieve high academic standards, acts of bullying, cyber-bullying, discrimination, harassment, intimidation, hazing, or any other victimization of students, based on any actual or perceived traits or characteristics, are prohibited.[1] Discrimination shall include antisemitism, defined as a certain perception of Jews, which may be expressed as hatred toward Jews including, but not limited to, rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and religious facilities.[2]

This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).[3] This policy shall apply to students and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop. This policy shall also apply to conduct by school employees, volunteers, or other individuals when such conduct is directed at a student. If the act takes place off of school property or outside of a school-sponsored activity, this policy is in effect if the conduct is directed specifically at a student and has the effect of creating a hostile educational environment or otherwise creating a substantial disruption to the education environment or learning process.

The principal/designee is responsible for educating and training respective staff and students as to the definition and recognition of discrimination/harassment.[4]

The Director of Schools shall develop forms and procedures to ensure compliance with the requirements of this policy and state law.

DEFINITIONS[5]

1. "Bullying/Intimidation/Harassment" is an act that substantially interferes with a student's educational benefits, opportunities, or performance, and the act has the effect of:
    a. Physically harming a student or damaging a student's property;
    b. Knowingly placing a student in reasonable fear of physical harm to the student or damage to the student's property;
    c. Causing emotional distress to a student; or
    d. Creating a hostile educational environment.
2. Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected class (race, nationality, origin, color, sex, age, disability, religion) that is severe, pervasive, or persistent and creates a hostile environment.
3. "Cyber-bullying" is a form of bullying undertaken through the use of electronic devices. Electronic devices include, but are not limited to, telephones, cellular phones or other wireless

telecommunication devices, text messaging, emails, social networking sites, instant messaging, videos, web sites, or fake profiles.

4. "Hazing" is an intentional or reckless act by a student or group of students that is directed against any other student(s) that endangers the mental or physical health or safety of the student(s) or that induces or coerces a student to endanger his/her mental or physical health or safety. Coaches and other employees of the school district shall not encourage, permit, condone, or tolerate hazing activities. Hazing does not include customary athletic events or similar contests or competitions and is limited to those actions taken and situations created in connection with initiation into or affiliation with any organization. [6]

COMPLAINTS AND INVESTIGATIONS

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall promptly report such information to the principal/designee.[7] All school employees are required to report alleged violations of this policy to the principal/designee.

While reports may be made anonymously, an individual's need for confidentiality shall be balanced with obligations to cooperate with police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint. The identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with a need to know.

The principal/designee at each school shall be responsible for investigating and resolving complaints. Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48) hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe.[8] The principal/designee shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall provide information on district counseling and support services. Students involved in an act of discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the appropriate school counselor by the principal/designee when deemed necessary.[9]

The principal/designee is responsible for determining whether an alleged act constitutes a violation of this policy, and such act shall be held to violate this policy when it meets one of the following conditions:

1. It places the student in reasonable fear or harm for the student's person or property;
2. It has a substantially detrimental effect on the student's physical or mental health;
3. It has the effect of substantially interfering with the student's academic performance; or
4. It has the effect of substantially interfering with the student's ability to participate in or benefit from the services, activities, or privileges provided by a school.

Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. All investigations shall be completed and appropriate intervention taken within twenty (20) calendar days from the receipt of the initial report.[8] If the investigation is not complete or intervention has not taken place within twenty (20) calendar days, the principal/designee shall provide the Director of Schools with appropriate documentation detailing the

reasons why the investigation has not been completed or the appropriate intervention has not taken place.[8]

Within the parameters of the federal Family Educational Rights and Privacy Act,[10] a written report on the investigation will be delivered to all involved parties and the Director of Schools.

RESPONSE AND PREVENTION[11]

The principal/designee shall consider the nature and circumstances of the incident, the age of the individual, the degree of harm, previous incidences or patterns of behavior, or any other factors, as appropriate, to properly respond to each situation.

A substantiated charge against an employee shall result in disciplinary action, up to and including termination. The employee may appeal this decision by contacting the Human Resources Director.

A substantiated charge against a student may result in corrective or disciplinary action up to and including suspension. The student may appeal this decision in accordance with disciplinary policies and procedures.

REPORTS

By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the Board at its regular July meeting, and it shall be submitted to the State Department of Education by August 1st.[12]

RETALIATION AND FALSE ACCUSATIONS

Retaliation against any person who reports or assists in any investigation of an act alleged in this policy is prohibited. The consequences and appropriate remedial action for a person who engages in retaliation shall be determined by the principal/designee after consideration of the nature, severity, and circumstances of the act.[13]

False accusations accusing another person of having committed an act prohibited under this policy are prohibited. The consequences and appropriate remedial action for a person found to have falsely accused another may range from positive behavioral interventions up to and including disciplinary action.[14]

Legal References

1. TCA 49-6-4503(a), (b)(3); 20 USCA §§ 1681 to 1686;
2. Public Acts of 2025, Chapter No. 293
3. TCA 49-6-4503(b)(11)
4. TCA 49-6-4503(b)(12)
5. TCA 49-6-4503(b)(2), (13)
6. TCA 49-2-120
7. TCA 49-6-4503(b)(5)
8. TCA 49-6-4503(b)(6)
9. TCA 49-6-4503(b)(14)
10. 20 USCA § 1232g
11. TCA 49-6-4503(b)(4), (7)-(8)

Cross References

Section 504 and ADA Grievance Procedures 1.802
Staff-Student Relations 5.610
Student Goals 6.100
Title IX & Sexual Harassment 6.3041
Code of Conduct 6.300
Student Concerns 6.305
Reporting Child Abuse 6.409
Emergency Contact Information 6.410
Student Suicide Prevention 6.415

12. TCA 49-6-4503(c)(2)(B)
13. TCA 49-6-4503(b)(9)
14. TCA 49-6-4503(b)(10)

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 1.407, School District Records, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Public Chapter 94 eliminated fax as an option for submitting public records requests. Policy 1.407 has been updated to reflect this change. Other nonsubstantive changes were made for clarification.

Staff Recommendation
Approve changes to Board Policy 1.407, School District Records, on first reading

Fiscal Impact
No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in June	**School District Records**	**1.407**	Click here to enter a date.
		Rescinds:	Issued: **06/09/02**

General

The Director of Schools shall maintain all school district records required by law, regulation, and board policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may request in writing and receive copies of open public records subject to the payment of reasonable cost.[1,2,3,4]

No records pertaining to individual students will be released for inspection by the public or any unauthorized persons. In addition, information, records, and plans related to security and safety will not be released for public inspection.[5]

All requests to inspect or receive copies of records shall be submitted to district's Public Records Request Coordinator. The Public Records Request Coordinator shall forward requests for inspection or copies of records to the appropriate records custodian.[6]

Prior to producing any record, the records custodian shall ensure confidential information is redacted. Original documents remain intact, and confidential information in copies produced for a requestor shall be redacted. The Director of Schools shall develop a procedure to redact confidential information.

REQUESTS FOR INSPECTION[2]

Citizens requesting to inspect public records shall submit their request and a government issued photo identification card with the citizen's address to the district's public records request coordinator during normal business hours. Requests may be made in person or by telephone, ~~fax,~~ mail, or electronic transmission ~~email~~. The coordinator shall submit the information to the appropriate records custodian. The public records request coordinator will contact the citizen and indicate when the records will be available to inspect.

If the records cannot be made available within seven (7) business days, the public records request coordinator shall provide a records production letter indicating the time needed to complete the request.

If the request to inspect is denied, the public records request coordinator shall provide the citizen with a records request denial letter indicating the basis for the denial.

REQUESTS FOR COPIES[2]

Citizens requesting copies of public records shall complete and submit the Records Request Form and a government issued photo identification card with the citizen's address to the district's public records

request coordinator during normal business hours. The coordinator shall submit the Records Request Form to the appropriate records custodian.

The coordinator shall provide an estimate of the reasonable costs to produce the requested records. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges shall be used to determine the reasonable cost. The coordinator ~~records custodian~~ will provide the citizen with an invoice detailing the charges. The citizen shall pay the estimated reasonable costs by cash or check prior to the district producing the copies.

If the records cannot be made available within seven (7) business days, the public records request coordinator shall provide a records production letter indicating the time needed to complete the request.

If the request for copies is denied, the public records request coordinator shall provide the citizen with a records request denial letter detailing the basis for the denial.

FREQUENT AND MULTIPLE REQUESTS

When the total number of requests for copies made by a requestor within a calendar month exceeds four (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to produce copies of the requested records. Prior to charging a reasonable fee, the requestor shall be notified of this policy and provided with a Notice of Aggregation of Multiple Requests/Requestors form. The Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges shall be used to determine the reasonable cost. Further, the names of persons inspecting records and the date of inspection shall be recorded.

DENYING REQUESTS FOR NONCOMPLIANCE[7]

Requests to Inspect a Public Record

The district shall deny a request to inspect a public record from any citizen that has:

a. Made two (2) or more requests to view a public record within a six-month period; and
b. For each request failed to view the record within fifteen (15) business days of receiving notification that the record was available.

Requests from this citizen shall be denied for up to six (6) months from the date of the second records request. The district's public records request coordinator may waive this denial if he/she determines that failure to view the record was for good cause.

Requests for Copies of Public Records

The district shall deny a request for copies of a public record from any citizen that has:

a. Been provided with an estimate of the reasonable cost to produce the requested records;
b. Agrees to pay such estimated reasonable cost prior to production of the records; and
c. Fails to pay the actual cost after the records have been produced.

Additional requests from this citizen shall be denied until the original cost is paid.

RECORDS RETENTION

The Director of Schools and/or designee(s) shall retain and dispose of school district records in accordance with the following guidelines:[2,4]

1. The Director of Schools and/or designee(s) will determine if a particular record is of permanent or temporary value in accordance with Municipal Technical Advisory Service records retention manual;[8]

2. The Director of Schools shall establish procedures to safeguard against the unlawful destruction, removal, or loss of records.[9]

DISTRICT PUBLIC RECORDS REQUEST COORDINATOR[10]

Lauren Bush
Assistant City Attorney – Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127
Phone: 615-893-2313
Fax: 615-893-2352
Email: lauren.bush@cityschools.net

Legal References

1. TCA 49-2-301(b)(1)(Z)
2. TCA 10-7-503; Public Acts of 2025, Chapter No. 94
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, *available at* https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf; TCA 10-7-503(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-702
9. TCA 39-16-504; TCA 10-7-401
10. TCA 10-7-503(g)(1)(D)

Cross References

Financial Reports and Records 2.701
Personnel Records 5.114
Student Records 6.600

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 2.403, Surplus Property, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Board Policy 2.403 has been revised to align with updated federal and state requirements: the federal threshold for property disposal has increased from $5,000 to $10,000, and Public Chapter 500 clarifies that notices posted on news and information websites are not required to appear in the same newspapers used for printed publication. These changes ensure the policy remains compliant with current regulatory requirements.

Staff Recommendation
Approval of the proposed revisions to Board Policy 2.403, Surplus Property, on first reading

Fiscal Impact
There is no anticipated fiscal impact associated with these policy revisions.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
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☐ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in January	**Surplus Property Sales**	**2.403**	Click here to enter a date.
		Rescinds: **FM 11**	Issued: **10/24/17**

Surplus property is defined as property no longer having an intended use by the school district and/or no longer capable of being used because of the property's condition. The Director of Schools/designee shall prepare a list of surplus property for Board approval.[1] The list shall contain the following information: name of item, tag number/serial number, value of the item, date of purchase and reason for disposal.

All surplus property shall be sold to the highest bidder after advertising in a newspaper of general circulation and online at least seven (7) days prior to the sale.[2] Notice shall also be published on a news and information website in accordance with state law.[3] Surplus property ~~and~~ can be placed on an internet auction website used by the school district, the local government, or the State of Tennessee.

Surplus property which has no value or has a value of less than five hundred dollars ($500) may be disposed of without the necessity of bids. In order for such disposal without bids, the principal of the school with the surplus property, the Director of Schools, and the Board Chair must all agree in writing that the property is of no value or is of less value than five hundred dollars ($500).[4] Surplus real or personal school property may also be transferred to any municipality within the county for public use, without the requirement of competitive bidding.[5]

Subject to Board approval, the school district may donate computers that have been surplused and removed from inventory to low-income families in the school district. Alternatively, the school district may dispose of computers by selling or trading the computers to vendors or manufacturers as part of the proposal to purchase new computers. The memory hard drives of all computers donated, sold, or traded under this policy must first be sanitized.[6]

If reasonable attempts to dispose of surplus properties fail to produce monetary return to the system, the Board shall approve other methods of disposal.[7]

Surplus equipment will be auctioned off by the district at the end of the school year or as needed. The Executive Committee must approve all surplus equipment prior to the equipment being disposed of at the end of the school year.

DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS[8]

When equipment that was purchased with federal dollars is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment shall be made as follows:

1. Items of equipment with a current per-unit fair market value of less than $~~5~~10,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

2. Items of equipment with a current per unit fair market value in excess of $~~5~~10,000 may be retained or sold, and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

Legal References

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. TCA 49-6-2007(b)
3. TCA 1-3-120; Public Acts of 2025, Chapter No. 105
4. TCA 49-6-2007(d)
5. TCA 49-6-2006(d)
6. TCA 49-6-2007(f)
7. TCA 12-2-403(a)(1)-(4)
8. 2 CFR 200.313(e)

Cross References

Inventories 2.702

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 3.202, Emergency Preparedness Plan, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Public Chapter 315 clarifies that no more than two fire drills are required to occur within the first thirty full school days. This change has been made to Board Policy 3.202.

Staff Recommendation
Approve changes to Board Policy 3.202, Emergency Preparedness Plan, on first reading

Fiscal Impact
None anticipated at this time.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Revised:
Review: Annually, in October	**Emergency Preparedness Plan**	**3.202**	Click here to enter a date.
		Rescinds: **3.202**	Issued: **09/13/22**

The Director of Schools shall be responsible for developing, maintaining, and acquiring Board approval of the district ~~Multi-Hazard Operations Plan~~ Emergency Preparedness Plan,[1] which shall include, but not be limited to, procedures for ~~nuclear or~~ bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe weather, and medical emergencies.

The principal of each school shall develop and implement emergency preparedness drills which shall be approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with emergency response agencies. These procedures shall be in written form and distributed to all staff, students, and parents.

FIRE AND SAFETY DRILLS

The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30) school days, with no more than two (2) fire drills occurring during the first thirty (30) full school days of the school year. Additionally, the principal shall ensure that four (4) fire safety educational announcements are conducted throughout the year.[2]

The principal shall ensure that three (3) additional safety drills are given during the school year. These drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in each school's office.[3]

The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and shall give all school personnel instructions on how to properly use fire extinguishers.

The district shall work with local law enforcement and the local fire department to develop a procedure for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025, and shall be reviewed and updated annually thereafter.[4]

ANNUAL DRILLS[5]

The Director of Schools or designee shall ensure that each school safety team conducts each of the following type of drills annually:

1. At least one (1) armed intruder drill annually in coordination with local law enforcement.
2. An incident command drill; and
3. An emergency safety bus drill.

AED DRILLS[6]

All schools shall conduct a CPR and AED drill for school personnel to practice the use of these life saving devices and to evaluate the school's preparedness in the event of a medical emergency. The principal shall be responsible for ensuring the drill occurs.

All schools shall establish a program for the use of an AED in compliance with TCA 68-140-404 and conduct an annual AED training with expected users. The Director of Schools shall develop the necessary administrative procedures on AED and CPR training, planning, notification, and maintenance to comply with state law.

MEDICAL EMERGENCIES/PANDEMIC FLU[7]

In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate and consult with the local and state health departments and other local emergency or healthcare providers in protecting students and the community from further infection. The Director of Schools shall develop procedures for health emergencies in accordance with state law and regulations.

REMOTE LEARNING DRILLS[8]

At least once each school year, a remote learning drill shall be conducted. The drill shall accurately reflect how students will transition to remote learning in the event of a disruption to school operations. Students shall not be asked or required to transition to remote learning at any time during the drill.

Legal References

1. TRR/MS 0520-01-02-.30(2); TCA 49-6-804; TCA 49-6-805(8)
2. TCA 68-102-137(b)
3. TCA 68-102-137(f)
4. Public Acts of 2024, Chapter No. 563
5. TCA 49-6-807
6. TCA 49-2-122; TCA 49-6-1208; Public Acts of 2024, Chapter No. 625
7. TCA 49-6-3004(a), (e); TCA 49-5-404
8. TCA 49-2-139

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 3.204, Threat Assessment Teams, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Public Chapter 215, mandates updates to school district policy regarding threat assessments and reporting. Specifically, Policy 3.204 must be revised to reflect two new requirements: (1) notification to parents must occur within 48 hours of the district reporting a student threat or significantly disruptive behavior to law enforcement requesting assistance; and (2) a quarterly report detailing all such incidents must be presented at Board meetings. These changes ensure alignment with state law and promote transparency and timely communication with families.

Staff Recommendation
Approve changes to Board Policy 3.204, Threat Assessment Teams, on first reading

Fiscal Impact
None anticipated at this time.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in October	**Threat Assessment Team**	**3.204**	
		Rescinds:	Issued: **07/25/23**

General[1]

A threat assessment team shall be created within the school district to develop intervention-based approaches to prevent violence, manage reports of potential threats, and create a system that fosters a safe, supportive, and effective school environment. The Director of Schools shall appoint the members of the threat assessment team. The Director of Schools shall develop administrative procedures regarding the training and operations of the team to comply with state law and State Board of Education rules and regulations.

TEAM MEETINGS

All threat assessment team meetings shall be closed to the public.[2]

RECORDKEEPING[3]

The team shall document all behaviors and incidents deemed to pose a risk to school safety or that resulted in intervention and shall provide the information to the Director of Schools.

A report of the activities of the threat assessment team will be compiled and shared with the Board before each regular meeting. Documents produced or obtained regarding these assessment activities will not be open for public inspection.

REPORTING[4]

The Director of Schools shall develop a process for providing parent(s)/guardian(s) information on credible threats of violence or significantly disruptive behavior directed toward or occurring on the grounds of the school their student attends. Such reports shall include incidents that are reported to a state or local law enforcement agency f**or further investigation or to assist in deescalating the situation**. These reports must be made within forty-eight (48) hours of the district's report to law enforcement.

This notification requirement does not extend to all instances in which a school resource officer (SRO) is informed of a situation. Routine communication with or notification of the SRO, such as to maintain situational awareness or consult on school-based matters does not, in and of itself, constitute law enforcement involvement requiring parent notification.

This reporting process is intended to address serious safety concerns and does not require notification to parent(s)/guardian(s) regarding:

- Minor behavioral infractions that do not involve credible threats; and/or
- Situations addressed solely through school disciplinary procedures;

At least once per quarter, the Director of Schools shall provide the Board with a report listing the total number of incidents reported to state and local law enforcement agency requiring notice to parent(s)/guardian(s) for the respective quarter as well as total for the year to date.

Legal References	Cross References
1. TCA 49-6-2701	School District Records 1.407
2. TCA 49-6-2701(f)	Safety 3.201
3. TCA 49-6-2702	Security 3.205
4. Public Acts of 2025, Chapter No. 215	Student Records 6.600

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 4.403, Library Materials, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Policy 4.403 is being updated to comply with Public Chapter 270, which clarifies that materials may not be excluded from school libraries solely because they are religious. The revision ensures alignment with state law.

Staff Recommendation
Approve changes to Board Policy 4.403, Library Materials, on first reading

Fiscal Impact
None anticipated at this time.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Library Materials**	**4.403**	Click here to enter a date.
		Rescinds:	Issued: **09/13/22**

General

The School Librarian shall be responsible for library collection development. Library materials shall be reviewed to ensure the content aligns with state law. [1] The library collection shall adhere to the following criteria: [2]

1. Materials shall be suitable for and consistent with the educational mission of the school;
2. Materials shall be appropriate for the age and maturity levels of the students who may access them. The determining factor will be based on an assessment of any mature themes or content (i.e., violence, sexual content, vulgar language, substance abuse);
3. Materials shall contain literary, historical, scientific, and/or artistic value and merit;
4. The collection as a whole shall offer a variety of viewpoints; and,
5. Materials shall not be removed on the sole grounds that the item is religious.

The district's Literacy Coordinator shall be responsible for periodically reviewing the district's library collection in line with these established standards.

Any materials that meet the following criteria shall be removed and excluded from the district's library collection:

1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess violence, or sadomasochistic abuse as defined in state law[3];
2. Are patently offensive as defined in state law; or
3. Appeal to the prurient interest as defined in state law.

The Board shall be notified when any library materials are challenged or removed pursuant to this policy.

COMPLAINTS[4]

If a complaint is made by an employee, student, or parent/guardian, the person receiving the complaint shall:

1. Inform the complainant of the selection procedures and make no commitments.
2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
3. Inform the principal (and other appropriate personnel).
4. Keep challenged materials available for use during the reconsideration process.

Upon receipt of the completed form, the principal may notify the Director of Schools. The principal may request review of the challenged materials by an ad hoc materials review committee within thirty (30) days. If the principal appoints a review committee, it should include certified library media personnel, representatives from classroom teachers, and one or more parents.

After receiving the challenged materials, the following steps should occur:

1. Read, view, or listen to the contested material in its entirety;
2. Check general acceptance of the material by reading recognized and evaluative reviews;
3. Determine the extent to which the material is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school; and
4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the material for its strength and value.

The principal shall present a recommendation to the Director of Schools. The Director of Schools shall assess the findings along with the recommendation of the principal and present a recommendation to the Board.

The Board shall evaluate the recommendations of the principal and the Director of Schools along with the material to determine whether it is appropriate for the age and maturity levels of the students who have access to the materials and whether the material is suitable for, and consistent with, the educational mission of the school. The Board shall review the findings and affirm, overturn, or modify the decision within sixty (60) days from which the feedback was received.

REMOVAL OF LIBRARY MATERIALS

If it is determined that the material is not appropriate for the age and maturity levels of the students who have access to them or is not suitable for, and consistent with, the educational mission of the school, the material shall be removed from the library collection.

Legal References

1. *Board of Education, Island Trees Union Free School District No. 26 v. Pico*, 457 U.S. 853, 102 S. Ct. 2799 (1982); TCA 49-6-3803
2. Public Acts of 2024, Chapter No. 782; Public Acts of 2025, Chapter No. 270
3. TCA 39-17-901
4. TCA 49-6-3803

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 4.406, Use of the Internet, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
The proposed revision to Policy 4.406 is necessary to ensure compliance with Public Chapter 195. This law mandates that school districts implement safeguards on their internet networks to prevent access to social media platforms by students unless explicitly authorized by a teacher for educational purposes. Additionally, the law requires that internet use be limited to age-appropriate content, and that personal student information be protected from unauthorized collection or disclosure. The policy update reflects these new legal obligations and aligns district practice with state requirements.

Staff Recommendation
Approve changes to Board Policy 4.406, Use of the Internet, on first reading

Fiscal Impact
None anticipated at this time.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Use of the Internet**	**4.406**	Click here to enter a date.
		Rescinds:	Issued: **09/13/22**

The Board supports the right of staff and students to have reasonable access to various information formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate and responsible manner.

EMPLOYEES

Before any employee is allowed use of the district's internet or intranet access, the employee shall sign a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions of such use. ~~Such agreement shall include a provision stating that an employee may not characterize himself or herself as representing Murfreesboro City Schools in any online posting, unless acting pursuant to the system's written policies.~~ This agreement shall include a provision stating that employees are prohibited from representing or implying representation of Murfreesboro City Schools in any online communication unless expressly authorized to do so in accordance with the district's written policies. Any employee who accesses the district's computer system for any purpose agrees to be bound by the terms of that agreement, even if no signed written agreement is on file.

The Director of Schools shall develop and implement procedures for appropriate internet use which shall address the following:

1. Development of the Network and Internet Use Agreement;
2. General rules and ethics of internet access;
3. Guidelines regarding appropriate instruction and oversight of student internet use;
4. A uniform signature block for use by all district employees; and
5. Prohibited and illegal activities including, but not limited to, the following:[1]
    - Sending or displaying offensive messages or pictures;
    - Using obscene language;
    - Harassing, insulting, defaming, or attacking others;
    - Damaging computers, computer systems, or computer networks;
    - Hacking or attempting unauthorized access to any computer;
    - Violation of copyright laws;
    - Trespassing in another's folders, work, or files;
    - Intentional misuse of resources;
    - Using another's password or other identifier (impersonation);
    - Using the network for commercial purposes; and
    - Buying or selling on the internet.

STUDENTS

The Director of Schools shall develop and implement procedures for appropriate internet use by students. Procedures shall address the following:

1. General rules and ethics of internet use; and
2. Prohibited or illegal activities including, but not limited to:[1]
    - Sending or displaying offensive messages or pictures;
    - Using obscene language;
    - Harassing, insulting, defaming, or attacking others;
    - Damaging computers, computer systems, or computer networks;
    - Hacking or attempting unauthorized access;
    - Violation of copyright laws;
    - Trespassing in another's folders, work, or files;
    - Intentional misuse of resources;
    - Using another's password or other identifier (impersonation);
    - Using the network for commercial purposes; and
    - Buying or selling on the internet.

INTERNET SAFETY MEASURES[2]

Internet safety measures shall be implemented that effectively address the following:

1. ~~Controlling access by students to inappropriate matter on the Internet and World Wide Web~~ Limiting the content accessible by students using the internet access provided by the district to content that is age-appropriate;
2. Protecting the safety and security of students when using electronic mail, chat rooms, and other forms of direct electronic communication, *should* such access be permitted through district internet resources; however, students currently do not have access to email, chat rooms, or other direct electronic communication platforms;
3. Preventing unauthorized access, including "hacking" and other unlawful activities by students online;
4. Restricting students' access to materials harmful to them; and
5. Preventing students from using internet access provided by the district to access websites, web applications, or software that does not protect students against the disclosure, use, or dissemination of their personal information.

The Director of Schools/designee shall establish a process to ensure the district's education technology is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall include, but not be limited to:

1. Utilizing technology that filters, blocks, or otherwise prevents internet access (for both students and adults) to material that is obscene or pornographic;[3]
2. Prohibiting and preventing a user from sending, receiving, viewing, or downloading materials that are deemed to be harmful to minors;[4]
3. Maintaining and securing a usage log; and
4. Monitoring online activities of students.[2]

The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to address and communicate its internet safety measures.[2]

A written parental consent shall be required prior to the student being granted access to electronic media involving district technological resources. The required permission/agreement form, which shall specify

acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural violations, must be signed by the parent/guardian and also by the student. This document shall be executed each year and shall be valid only in the school year in which it was signed unless parent(s)/guardian(s) provide written notice that consent is withdrawn. In order to rescind the agreement, the student's parent/guardian must provide the Director of Schools with a written request.

Complaints alleging a violation of the internet safety measures shall be submitted to the Director of Technology. All complaints shall be reviewed to determine how to appropriately respond.

EMAIL

Users with network access shall not utilize district resources to establish electronic mail accounts through third-party providers or any other nonstandard electronic mail system. All data including email communications stored or transmitted on school district computers shall be monitored. Employees/students have no expectation of privacy with regard to such data. Email correspondence may be a public record under the public records law and may be subject to public inspection.[5]

INTERNET SAFETY INSTRUCTION[6]

Students will be given appropriate instruction in internet safety as a part of any instruction utilizing computer resources. The Director of Schools shall provide adequate in-service instruction on internet safety. Parent(s)/guardian(s) and students will be provided with material to raise awareness of the dangers posed by the internet and ways in which the internet may be used safely.

SOCIAL NETWORKING

1. Students are prohibited from accessing social media platforms using district internet, and access is further restricted through district-managed internet filters, except when expressly authorized by a teacher for educational purposes.[7]
2. District staff who have a presence on social networking websites are prohibited from posting data, documents, photographs, or inappropriate information that is likely to create a material and substantial disruption of classroom activity.
3. District staff are prohibited from accessing personal social networking sites on school computers or during school hours except for legitimate instructional purposes.
4. The Board discourages district staff from socializing with students on social networking websites. The same relationship, exchange, interaction, information, or behavior that would be unacceptable in a non-technological medium is unacceptable when done through the use of technology.

VIOLATIONS

Violations of this policy or a procedure promulgated under its authority shall be handled in accordance with the existing disciplinary procedures of Murfreesboro City Schools.

VENDOR CONTRACTS[8]

Prior to entering into any contract for the provision of digital or online materials created or marketed for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or otherwise prevents access to pornography or obscenity and verifying that the technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors.

Legal References

1. TCA 39-14-602
2. 47 USCA § 254 (h)(5)(A) – (C), 254(l); 47 CFR § 54.520(c)(1)(i); 20 USCA § 7131; Public Acts of 2025, Chapter No. 195
3. TCA 49-1-221(a)(1)(C)(i)
4. TCA 39-17-901; TCA 49-1-221(a)(1)(C)(ii)
5. TCA 10-7-512
6. TCA 49-1-221(a)(1)(E)
7. Public Acts of 2025, Chapter No. 195
8. TCA 49-1-221(c)

Cross References

Use of Email 1.805
Use of Artificial Intelligence Programs 4.214
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 4.600, Grading System and Reporting Progress, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

In alignment with Public Chapter 330, Policy 4.600 has been updated to include new reporting requirements. Specifically, report cards for students in grades K-8 must now include the student's score on the most recently administered universal reading screener and, if applicable, the results of a dyslexia screener. These updates ensure families are better informed about foundational literacy progress and screenings, supporting early identification and intervention efforts.

Staff Recommendation

Approve changes to Board Policy 4.600, Grading System and Reporting Progress, on first reading

Fiscal Impact

None anticipated at this time.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☒ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Grading System and Reporting Progress**	**4.600**	
		Rescinds: **4.600**	Issued: **11/09/21**

The Director of Schools shall develop an administrative procedure to establish a system of grading and assessment for evaluating and recording student progress and to measure student performance in conjunction with State content standards for grades preK-6.[1] The grading/assessment system shall follow all applicable statutes and rules and regulations of the State Board of Education.

Student progress reports shall be provided at least once every nine (9) weeks during the school year.[1] Student progress reports shall indicate the students' conduct and include information on attendance, academic progress, and other information necessary to communicate effectively with the parent(s)/guardian(s). For students in grades kindergarten through eight (K-8), the student's score on the most recently administered universal reading screener shall also be included along with the results of a dyslexia screener, if applicable.[2]

The Director of Schools shall submit a copy of the grading, reporting, and assessment systems to the Board before the system is implemented, and it shall be communicated annually to students and parent(s) or guardian(s).[3]

In addition to the regular progress reports, principals and teachers are encouraged to confer with parents on the educational progress of their children. Teachers shall consult with parents of students who are working at an unsatisfactory level or whose performance shows a sudden deterioration. Parents shall be notified by the teacher as early in the school year as possible if the retention of a student is being considered.

Conduct grades are based on behavior and shall not be deducted from scholastic grades.

Legal References

1. TRR/MS 0520-01-03-.02, State Board of Education; Policy 3.301; TCA 49-6-901
2. Public Acts of 2025, Chapter No. 330
3. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 5.1061, Employment of Retirees, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Recent legislative changes under Public Chapter 159 required extensive updates to Board Policy 5.1061 Beginning in the 2025-2026 school year, reemployment of retirees will require a bona fide separation of service, including a mandatory sixty-day break in employment, and a prohibition against any prior agreement to return. To ensure compliance with state law, this policy has been revised to reflect the updated legal requirements regarding post-retirement employment practices.

Staff Recommendation

Approve changes to Board Policy 5.1061, Employment of Retirees, on first reading

Fiscal Impact

Any impact on the budget resulting from the reemployment of retirees will remain within existing line item allocations and will not exceed the approved budget.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in January	**Employment of Retirees**	**5.1061**	Click here to enter a date.
		Rescinds: **5.1061**	Issued: **02/04/20**

General[1]

The Director of Schools may hire a retired individual if certain conditions are met as provided for in state law. Prior to commencement of reemployment, the Director of Schools shall provide the required employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be eligible for employment after retirement, a TCRS member must comply with the following:

1. The retired member must have a bona fide separation of service which includes a separation of at least sixty (60) calendar days and no previous agreement to return to work after retirement; and
2. The retired member may not accrue additional retirement benefits as a result of the member's reemployment and may not draw disability retirement benefits.

EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS[2]

Retired members under TCRS may be employed for up to one hundred twenty (120) days per year without loss of retirement benefits. Retired members may substitute teach for additional days. To continue receiving TCRS benefits, the following conditions must be met in addition to the general standards above:

1. During a twelve-month period, the retiree must not work more than one hundred twenty (120) days; and
2. The retired member's compensation must not exceed 60% of the annual full-time salary received in the year immediately prior to the member's last paid day of covered employment. This amount shall be adjusted by five percent (5%) for each year after that date.

The retired member may work beyond one hundred twenty (120) days as a substitute teacher if the payment does not exceed the rate of compensation for substitute teachers filling similar vacant positions.

HARD-TO-FILL POSITIONS[3]

The Director of Schools may contract with retired members for hard-to-fill positions if the following conditions are met in addition to the general standards above:

1. During the reemployment, the retirement benefit payable to the retiree must be reduced to seventy percent (70%) of the retirement allowance the member would have otherwise been entitled to receive; and
2. The retired member's reemployment must not exceed one (1) year, but the retired member may be reemployed for additional one-year periods per state law.

The Director of Schools shall certify to TCRS that the employee is being rehired in a hard-to-fill position. In order to qualify, one or more of the following conditions must be established:

1. It is difficult to recruit and retain qualified employees for the position;
2. The position requires specialized certification, credentials, or education;
3. The demand for the position exceeds the supply;
4. The position is in high demand in the marketplace;
5. The position is filled by key personnel;
6. The position requires specific skills and experience; or
7. The position has other unique recruitment or retention issues identified and documented by the Director of Schools.

Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment equal to the amount the employer would have contributed to the retirement system during the period of reemployment; or (2) an amount equal to five percent (5%) of the retired member's earnable compensation.

Legal References

1. TCA 8-36-805; TCA 8-36-809; Public Acts of 2025, Chapter No. 159
2. TCA 8-36-805; Public Acts of 2025, Chapter No. 159
3. TCA 8-36-809; Public Acts of 2025, Chapter No. 159

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 5.110, Compensation Guides and Contracts, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Public Chapter 433 now permits Boards of Education to determine whether to compensate a teacher's estate or designated beneficiary for unused leave time. Policy 5.110 has been updated to include this option. Additionally, clarifying language has been added to Policy 5.110 to specify that an employee must take extended leave under Policy 5.304 when planning to be absent for five or more consecutive personal or professional days during the contract year.

Staff Recommendation
Approve changes to Board Policy 5.110, Compensation Guides and Contracts, on first reading

Fiscal Impact
The fiscal impact will vary depending on the number of applicable cases each year. Any payments made to a teacher's estate or beneficiary for unused leave will be absorbed within existing budget allocations for personnel expenses.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in February	**Compensation Guides & Contracts**	**5.110**	**09/12/17**
		Rescinds: **5.110**	Issued: **05/28/24**

Certified personnel must make a written contract with the Board at a fixed salary per month before entering upon their duties.[1] The Director of Schools shall establish the salary rating of each person employed and shall recommend such salary rating to the Board for its approval.[2]

Contracts for administrators and system-wide professional personnel shall include two hundred (200) days of responsibility, plus twenty (20) days for each additional month assigned by the Board. Each contract shall provide:[3]

1. A minimum of one hundred and eighty (180) working days;
2. A minimum of five (5) days for in-service education;
3. Ten (10) vacation days; and
4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher conferences).

The school calendar adopted by the Board each year shall become part of each certified employee's contract.

Any certified employee who seeks to take more than five (5) consecutive workdays of leave for personal or professional reasons must submit a written request for extended leave in accordance with Board Policy 5.304. Approval of such leave is subject to the discretion of the Director of Schools and must not interfere with the essential duties of the employee or the instructional needs of the district. Voluntary leave of more than five (5) consecutive workdays that is not approved as extended leave under Policy 5.304 may be considered unapproved leave and may result in disciplinary action, consistent with applicable law and Board policy.

Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the revenue is deposited with and salaries paid through the Board. This includes donations or contributions from individual, civic or other non-school related sources of funds from individual school activity funds, such as gate receipts and concessions.[1, 4]

Annually, the Director of Schools shall recommend a differentiated pay plan to the Board for approval.[5] The plan shall follow the guidelines established by the State Board of Education and will reflect the needs of the district. Once approved by the Board, the differentiated pay plan shall be submitted to the Tennessee Department of Education for review and approval.

BENEFICIARIES[6]

A deceased teacher's estate or designated beneficiary shall be paid the value of any unused accumulated leave for up to ten (10) days of accrued leave. Unless a teacher designates differently, the beneficiary

shall be the same as the beneficiary designed for receipt of retirement benefits with the Tennessee Consolidated Retirement System.

Legal References

1. TCA 49-2-203(a)(1); TCA 49-5-408
2. TCA 49-5-402
3. TCA 49-6-3004
4. TCA 49-6-2006(a)
5. TCA 49-3-306(h)
6. Public Acts of 2025, Chapter No. 433

Cross References

School Calendar 1.800
Revenues 2.400
Payroll 2.802
Application and Employment 5.106

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 5.305, Family and Medical Leave, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Public Chapter 235 revises state law regarding paid parental leave for eligible employees. Eligible employees must now meet two criteria to be eligible for paid parental leave: (1) they must hold a valid license or emergency credential issued by the Department of Education for the position they occupy, and (2) they must have served in a full-time, license-required position for at least twelve consecutive months with the district. The statute also now permits employees to use this leave either consecutively or nonconsecutively, with permission from the Director of Schools, in minimum increments of one week. These changes ensure alignment with updated state policy and require internal policy and communication adjustments.

Staff Recommendation

Approve changes to Board Policy 5.305, Family and Medical Leave, on first reading

Fiscal Impact

No fiscal impact is anticipated beyond budgeted leave costs for FY2026.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in January	**Family and Medical Leave**	**5.305**	**01/28/20**
		Rescinds: **5.305**	Issued:

ELIGIBILITY

Anyone who has been employed for at least twelve (12) months by the school district and who has at least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service for purposes of FMLA eligibility[1]) during the previous twelve-month period shall be eligible to use FMLA leave.[2]

GENERAL PRINCIPLES

An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a rolling 12-month period measured backward from the date the eligible employee uses any FMLA leave for the following reasons:

1. The birth of a child;

2. The placement of a child with the employee for adoption or foster care;

3. A serious health condition of the employee that makes the employee unable to perform the essential functions of his or her job position;

4. The care of a spouse, child, or parent – (but not a parent "in-law") with a serious health condition; and

5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the employee is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

Granting of leave under this policy shall be subject to, and in accordance with, the provisions of applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use of accrued paid leave shall run concurrently with and be counted toward the employee's total period of FMLA leave.

MATERNITY/PATERNITY LEAVE

1. *Relationship between FMLA leave and Tennessee Maternity Leave Act*- FMLA leave shall run concurrently with leave provided under the Tennessee Maternity Act, which affords eligible employees leave for a period not to exceed four (4) months for the adoption, pregnancy, childbirth, and nursing of a newborn child.[3]

2. *Employee's Leave*- Any employee who goes on maternity/paternity leave shall be allowed to use all or a portion of the employee's accumulated sick or annual leave for maternity/paternity leave purposes. In order to be eligible to use sick leave, written request of the employee accompanied by a statement from the employee's physician verifying pregnancy shall be submitted. Upon verification by a written statement from an adoption agency or other entity handling an adoption, an employee may also be allowed to use accumulated leave for adoption of a child. If both adoptive parents are employees employed by the district, however, only one (1) parent is entitled to use such leave.[3]

3. Spouses who are both eligible employees of the school district are limited to a combined total of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is taken for the birth and care of a newborn child, for the placement of a child for adoption or foster care, or to care for a parent who has a serious health condition. Under certain circumstances, spouses who share leave for the birth or adoption of a child may be eligible for limited amount of additional leave for other qualifying FMLA reasons.[4]

4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor child. [6] An eligible employee taking leave under this provision shall not be required to utilize any other type of accrued leave during this period. ~~Eligible employees include teachers, principals, supervisors, or other individuals required by law to hold a valid license of qualification for employment who have been employed with a school district full time for at least twelve (12) consecutive months~~. Eligible employees include teachers, principals, supervisors, or other individuals required by law to hold a valid license of qualification for employment and who meet the following requirements:
    a. Possess a valid license or an emergency credential issued by the Department of Education per TCA 49-5-106, required for the position the employee holds;
    b. Have been employed with the district full time for at least twelve (12) consecutive months in a position for which the employee is required by law to hold the license or an emergency credential referenced above at the time of the qualifying event; and
    c. Have held a valid license or an emergency credential issued by the Department of Education per TCA 49-5-106 for the entire twelve consecutive months of full-time employment.

   Employees shall provide notice to the school district thirty (30) days prior to the intended use of the leave. If the employee learns about the need for leave less than thirty (30) days in advance, the employee shall give notice as soon as reasonably possible in order to be eligible for the paid leave. ~~This paid leave does not need to be taken consecutively; however, the paid leave shall be used within twelve (12) months of the qualifying event. The leave shall run concurrently with FMLA leave.~~ This paid leave shall be either: (1) taken consecutively, except in extenuating circumstances, as determined by the Director of Schools; or (2) taken nonconsecutively, but in increments of no less than one (1) week. The paid leave shall be used within twelve (12) months of the qualifying event and shall run concurrently with FMLA leave.[7]

LEAVE FOR A SERIOUS HEALTH CONDITION[8]

Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when he/she is unable to work because of a serious health condition or to care for an immediate family

member with a serious health condition. Granting of such leave shall be subject to the provisions of applicable federal and state laws. Employees shall contact Human Resources to determine if the reason for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days' notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as practicable—generally, either the same or next business day.

LEAVE FOR MILITARY FAMILY MEMBERS

1. *Qualifying Exigency Leave*[9] - Eligible employees are entitled to up to twelve (12) workweeks of leave because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been notified of an impending call to active duty, or has been notified of an impended call to active duty status in the Armed Forces. Qualifying exigencies may include:
    a. Issues arising from the service member's short notice deployment;
    b. Military events and related activities (e.g., official ceremonies, support programs);
    c. Making or updating financial and legal arrangements;
    d. Attending counseling;
    e. Taking up to fifteen (15) days leave to spend time with a covered service member who is on short-term rest and recuperation leave during deployment; or
    f. Attending post-deployment activities.

2. *Military Caregiver Leave*[10] - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member or covered veteran with a serious injury or illness is entitled to up to twenty-six (26) workweeks of leave in a "single twelve (12) month period." A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in out-patient status, or is otherwise on the temporary disability retired list for a serious injury or illness.

   A covered veteran is an individual who was a member of the Armed Forces at any time during the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy that has a serious injury or illness who is currently receiving medical treatment, recuperation, or therapy.

   The "single twelve (12) month period" for military caregiver leave begins on the first day the employee takes leave for this reason and ends twelve (12) months later. An eligible employee is limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered service member. The maximum of twenty-six (26) workweeks may include no more than twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the placement of a child for adoption or foster care, for care of a parent who has a serious health condition, or for the employee's own serious health condition.

INTERMITTENT LEAVE[11]

Eligible employees may take FMLA leave intermittently when medically necessary to care for a seriously ill family member, because of the employee's own serious health condition, or for the care for a newborn, a newly adopted child, or a newly placed foster care child. When a ~~licensed~~ employee requests foreseeable leave for planned medical treatment and the employee would be on leave for

greater than twenty percent (20%) of the total number of working days in the period during which the leave would extend, the school district may require that such employee elect either to take the leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or to transfer temporarily to an available alternative position offered by the school district for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave.

RESTRICTIONS

1. Notice Requirements
    a. *Employee Notice*[12] - For foreseeable leave, the employee shall provide the Director of Schools with at least thirty (30) days written notice before the beginning of the anticipated leave.

    District Notice- Once it has been established that the leave requested qualifies for FMLA, the Director of Schools/designee shall notify the employee within three (3) business days (absent extenuating circumstances) that any leave taken pursuant to state leave statutes (paid vacation leave, personal leave, sick leave, or workers' compensation) shall run concurrently with FMLA leave.[13] The notice may be given orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than the following pay day.[14]

2. Certification Requirement[15]
    a. The Director of Schools may require that a request for leave be supported by certification issued by a health care provider with the following information:
        i. The date on which the serious health condition commenced;
        ii. The probable duration of the condition;
        iii. The appropriate medical facts within the knowledge of the health care provider regarding the condition; and
        iv. A statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed.

    b. If there is any reason to doubt the validity of the certification provided, the Director of Schools may require, at the expense of the school district, an opinion of a second health care provider.

3. Period Near the End of an Academic Term (Professional Employees)[16]
    a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of Schools may require the employee to continue taking leave until the end of the term if the leave is at least three (3) weeks of duration and the return of employment would occur during the three (3) week period before the end of the term.

    b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools may require the employee to continue taking leave until the end of the term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of the term.

REQUIREMENTS OF THE BOARD[17]

1. The employee shall be restored to the same position of employment or an equivalent position with no loss of benefits, pay, or other terms of employment.

2. The employee shall be kept under any group health plan for the duration of the leave.

3. The Board may recover the premium paid under the following conditions:
   a. The employee fails to return from leave after the period of leave has expired; and
   b. The employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Legal References

1. *Hinson v. Tecumseh Products Co.*, 2000 U.S. App. LEXIS 26778, at *1—10 (6th Cir. Oct. 17, 2000)
2. 29 USCA § 2601, 2611—2619
3. TCA 49-5-702; TCA 4-21-408
4. TCA 49-5-710(a)(2); TCA 8-50-802(a)(4)
5. 29 CFR § 825.120(a)(3)
6. Public Acts of 2025, Chapter No. 163
7. TCA 8-50-814; Public Acts of 2025, Chapter No. 235
8. 29 CFR § 825.113
9. 29 CFR § 825.126
10. 29 CFR § 825.124; 29 CFR § 825.127
11. 29 CFR § 825.202
12. 29 CFR § 825.302-825.304
13. 29 CFR § 825.207
14. OP Tenn. Atty Gen 94-006 (Jan 13, 1994); *Plant v. Morton International, Inc.*, 212 F. 3d 929, 932 (6th Cir. 2000)
15. 29 CFR § 825.305-825.313
16. 29 CFR § 825.602
17. 29 USCA § 2614

Cross References

Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 5.701, Substitute Teachers, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Revisions to Policy 5.701 incorporate statutory updates and clarifying language based on the TSBA model policy. Public Chapter 235 now permits substitute teachers to serve up to 30 days without a license, an increase from the previous limit of 20 days. The revised policy also clarifies that retired teachers who do not hold an active license but retired between July 1, 2011, and July 1, 2016, shall be paid the same rate as those with an active license. Additionally, a definition of "emergency use" is included for clarity.

Staff Recommendation
Approve changes to Board Policy 5.701, Substitute Teachers, on first reading

Fiscal Impact
No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☒ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in February	**Substitute Teachers**	**5.701**	**03/22/22**
		Rescinds: **5.701**	Issued: **05/28/24**

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

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

APPLICATION/QUALIFICATIONS

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

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

Qualifications for substitute teachers shall be determined by the Director of Schools in compliance with Board policy, state laws, and State Board of Education rules and regulations.

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

COMPENSATION

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

Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same as a retired substitute teacher with an active teaching license. This only applies to teachers who retired after July 1, 2011 through July 1, 2016.[5]

CERTIFICATION

When substituting for a regular teacher who has been absent for ~~twenty (20)~~ thirty (30) consecutive days, a substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught or shall be a retired teacher that held the appropriate endorsement.[6] ~~After the regular teacher's accumulated leave is exhausted, the substitute teacher must be licensed and hold the appropriate endorsement for the assignment or be a retired teacher and have held the appropriate endorsement and must be paid based on the substitute teacher's training and experience record in accordance with the state and local salary schedules.~~ When substituting for a teacher without sick leave, the substitute shall be certified and paid according to the state salary schedule.[1]

EMERGENCY NEEDS

All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency situations. Emergency use shall be defined as situations when the regular or substitute teacher is unable to arrive on time or remain for the full day or for absent teaching positions not filled by a substitute teacher.

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

TRAINING AND ORIENTATION

The Director of Schools shall be responsible for ensuring that there are appropriate training and development programs for substitute teachers. All substitute teachers are required to complete a comprehensive safety training program provided by the school district.[7] Substitute teachers are required to fulfill this training obligation before undertaking any teaching assignments. Attendance records for substitute teachers completing training and orientation programs will be maintained in their district personnel file.

RESPONSIBILITIES

Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not limited to, bus duty and playground supervision. Substitute teachers are held to the same minimum standards of ethical conduct as outlined in Board Policy 5.600. This includes fostering positive relationships with students, parents, and staff, safeguarding student privacy, using social media responsibly, and adhering to all other requirements of Board Policy 5.600.

RE-EMPLOYMENT/TERMINATION

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

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

Legal References

1. TRR/MS 0520-01-02-.04(5)
2. TCA 49-5-709
3. TCA 49-5-413(a)(2)
4. TCA 49-2-203(a)(14)
5. TCA 49-3-312(b)
6. TCA 49-3-312(a); TRR/MS 0520-01-02-.04(5)(b); Public Acts of 2025, Chapter No. 235
7. TCA 49-2-203(a)(14)(A); TCA 49-6-805(7)

Cross References

Background Investigations 5.118
Employment of Retirees 5.119

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 6.303, Questioning Students and Searches, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Policy 6.303 has been revised to reflect changes required by Public Chapter 244. New language has been added requiring that any search of a student must be conducted by a school resource officer or a school administrator who has completed state-mandated training. The Tennessee Department of Education is tasked with developing this training. Additionally, the policy title has been changed from "Interrogations and Searches" to "Questioning Students and Searches" to better reflect current practices.

Staff Recommendation
Approve changes to Board Policy 6.303, Questioning Students and Searches, on first reading

Fiscal Impact
No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☒ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	**Questioning Students and Searches**	**6.303**	**06/01/12**
		Rescinds:	Issued:

QUESTIONING BY SCHOOL PERSONNEL

Students may be questioned by teachers or principals about any matter pertaining to the operation of a school and/or the enforcement of its rules. Questioning must be conducted discreetly and under circumstances which will avoid unnecessary embarrassment to the student. Any student who is suspected or accused of misconduct and answers falsely or evasively, or refuses to answer a question regarding his or her misconduct may be subject to disciplinary action, up to and including suspension.

If a student is suspected or accused of misconduct or infraction of the student code of conduct, the principal may ~~interrogate~~ question the student without the presence of parent(s)/guardian(s).

INTERROGATIONS BY POLICE AT ~~ADMINISTRATOR'S~~ PRINCIPAL'S REQUEST

If the principal has requested assistance by law enforcement to investigate a crime involving the school, the police may interrogate a student suspect in school during school hours. The principal shall first attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise. However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the principal/designee shall be present during the interrogation.[1] The use of policewomen or female staff members is preferred in the interrogation of female students.

POLICE-INITIATED INTERROGATIONS

If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated crimes committed outside of school hours, the police department should first contact the principal regarding the planned interrogation and inform him/her of the probable cause to investigate. In the exercise of the duty to supervise the operation of the school, a principal has discretion in deciding whether to allow the interrogation on school property, unless immediate police access to the student is required by law, court order, warrant, or an exigent circumstance justifying dispensation with the requirement to obtain a warrant.[2]

The principal shall make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation unless circumstances require otherwise. The interrogation may proceed without attendance of the parent(s)/guardian(s) if permission to do so has been given by the parent(s)/guardian(s), but the principal/designee shall be present during the interrogation. The use of policewomen or female staff members is preferred in the interrogation of female students.

SEARCHES BY SCHOOL PERSONNEL

The school principal shall authorize all searches at the outset per state law.[3] All principal-initiated searches shall be conducted by a school administrator or a school resource officer who has completed the State-required training. Only a school administrator or school resource officer who has been properly trained in accordance with State law is authorized to conduct a search of a student. All other school employees are strictly prohibited from doing so. [4] The following conditions shall apply to principal-initiated searches:

1. All the following standards of reasonableness must be met:
    a. A particular student has violated school policy;
    b. The search will yield evidence of the violation of school policy or will lead to finding dangerous weapons, drugs, or drug paraphernalia;
    c. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision, and education;
    d. The search is not conducted for the sole purpose of discovering evidence to be used in criminal prosecution; and
    e. The search shall be reasonably related to the objectives of the search and not excessively intrusive considering the age and sex of the student as well as the nature of the alleged infraction;[5]

2. A school administrator shall be on-site at any principal-initiated search;

3. A school administrator shall oversee the search and may end the search at any time; and

4. The principal must notify the student's parent or guardian within a reasonable time of the search.[4]

If a school resource officer searches a student, based on having probable cause, the principal shall notify the Director of Schools/designee.[6]

~~Any principal or principal's designee, having reasonable suspicion may search any student, place, or thing on school property or in the actual or constructive possession of any student during any organized school activity off campus, including buses, vehicles of students or visitors (Notice shall be posted in the school parking lot that vehicles parked on school property by students or visitors are subject to search for drugs, drug paraphernalia, or dangerous weapons), and containers or packages if the principal receives information which would cause a reasonable belief that the search will lead to the discovery of:~~

~~1. Evidence of any violation of the law;~~
~~2. Evidence of any violation of school rules or regulations or proper standards of student or faculty conduct;~~
~~3. Any object or substance which, because of its presence, presents an immediate danger or harm or illness to any person.~~

~~The search must be authorized by the principal, and that authority may not be delegated to a school employee.~~

~~A student using a locker that is the property of the school system has a very low expectation of privacy in an assigned school locker and its contents. All lockers or other stage areas provided for student use on school premises remain the property of the school system and are provided for the use of students subject to inspection, access for maintenance, and search. Notice shall be posted in each school that lockers and other storage areas are school property and are subject to search.~~

~~A student may be subject to physical search or a student's pocket, purse, or other container may be required to be emptied because of the results of a locker search or because of information received from a teacher, staff member, or other student if such action is reasonable to the principal. All of the following standards of reasonableness shall be met:~~

~~1. A particular student is reasonably believed to have violated policy;~~
~~2. The search could be expected to yield evidence of the violation of school policy or disclosure of a dangerous weapon or drug;~~
~~3. The search is in pursuit of legitimate interests of the school in maintaining order, discipline, safety, supervision, and education of students;~~
~~4. The primary purpose of the search is not to collect evidence for a criminal prosecution; and~~
~~5. The search shall be reasonable, related to the objectives of the search, and not excessively intrusive in light of the age and sex of the student, as well as the nature of the infraction alleged to have been committed.~~

~~School officials may conduct hand-held or walk-through metal detector checks of a student's person or personal effects. Anything found in the course of the search conducted in accordance with this policy which is evidence of a violation of the law or a violation of student conduct standards maybe:~~

~~1. Seized and admitted as evidence in any hearing, trial, suspension or dismissal proceeding. It should be tagged for identification at the time it is seized and kept in a secure place by the principal or the principal's designee until it is presented at the hearing. At the discretion of the principal, the items seized may be returned to the parent or guardian of a student or, if it has no significant value, the item may be destroyed but only with the express written permission of the Director of Schools.~~

~~2. Any seized item may be turned over to any law enforcement officer. Any dangerous weapon or drug as defined in TCA 49-6-4202 shall immediately be turned over to an appropriate law enforcement official.~~

~~If the principal has received reliable information which the principal believes to be true that evidence of a crime or of stolen goods, not involving school property of members of the school staff or student body, is located on school property and that any search for such evidence or goods would be unrelated to school discipline or to the health and safety of a student or the student body, the principal or designee shall request police assistance.~~

~~Whenever the possibility of uncovering evidence of a criminal nature exists, the principal or designee may request the assistance of a law enforcement officer.~~

In order to ensure a safe and secure learning environment, the Director of Schools shall develop procedures regarding the searching of students, lockers, vehicles, and containers which are consistent

with state law. The Director of Schools shall develop additional procedures to ensure compliance with all of the provisions of the School Security Act of 1981.[2]

Legal References

1. TCA 49-6-4203(b)
2. TCA 49-6-4201; Tenn. Op. Att'y Gen. No. 14-21 (February 24, 2014)
3. TCA 49-6-4204(a); TCA 49-6-4205(a)
4. Public Acts of 2025, Chapter No. 244
5. TCA 49-6-4205(b)
6. State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 (Tenn. Ct. App. July 16, 2009)

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Reporting Child Abuse 6.409

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 6.312, Use of Personal Communications Devices in School, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Revisions to Board Policy 6.312 are presented to align with the new requirements of Public Chapter 103, which mandates that districts adopt a policy prohibiting student use of personal communication devices in instructional settings, except where statutory exceptions apply (e.g., for health, disability, or emergency situations). The updated policy also includes an emergency communication plan that outlines how the district will communicate with families during school hours in the event of an emergency.

Staff Recommendation

Approve changes to Board Policy 6.312, Use of Personal Communications Devices in School, on first reading

Fiscal Impact

No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
☒ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.
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Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	**Use of Personal Communication Devices in School**	**6.312**	Click here to enter a date.
		Rescinds: **STU 43**	Issued: **06/12/19**

DEFINITION

A *Personal Communication or Electronic Device* (PCED) includes any item that can send, receive, store, or display messages, images, sounds, or data, between two (2) or more parties. This includes, but is not limited to:

- Cell phones
- Tablets, iPads, Gaming devices
- Laptops, netbooks
- iPods, MP3 players, CD players
- Smartwatches, smart rings, smart glasses, or other wearable technology

Devices with capabilities for calling, messaging, recording, streaming, or connecting to wireless networks are all considered PCEDs.

~~PCEDs and PEDs including but not limited to CD players, iPods, MP3 players, netbooks, laptop or notebook computers or iPads shall be stored in backpacks, purses, or personal carry-alls. PCDs and PEDs shall be silenced or turned off unless permission is granted otherwise as follows an exception below applies. However, the use of the devices is forbidden during the academic day, on a school-sponsored trip, or during ESP unless approved by the principal or the principal's designee or the ESP site director or ESP site director's designee. This is not intended to discourage the use of these devices for instructional purposes, but to establish parameters and appropriate oversight for their use.~~

Unless explicitly authorized in accordance with the exceptions outlined herein, all PCEDs shall remain powered off or set to silent mode and securely stored out of view (e.g., in backpacks, purses, or personal belongings) during the following periods and settings:

- The instructional day;
- Any school-sponsored trip or event;
- Participation in the Extended School Program (ESP);
- On the school bus, if applicable.

This provision is intended to promote an environment conducive to learning while preserving the potential for educational or accessibility-based use under appropriate supervision.

A student may, however, be permitted to utilize PCED under the following circumstances: [1]

1. In case of emergency;
2. When authorized by a teacher;
3. To manage the student's health, as documented in the student's individual healthcare plan;
4. When the possession or use is required by the student's individual education program, 504 plan, or individual learning plan; or

5. When the device is being used by a student with a disability for the operation of assistive technology to increase, maintain, or improve the student's functional capabilities.

INAPPROPRIATE USE OF PCED~~, PED AND/OR ELECTRONIC DEVICES~~

~~In addition to the parameters established above, use of a PCD or PED to bully, harass or intimidate others will be subject to related disciplinary action. Using a PCD or PED for any illicit activity including but not limited to take, disseminate, transfer, or share obscene, pornographic, lewd, or otherwise illegal images, photographs, or similar material whether by electronic data transfer or otherwise may constitute a crime under State and/or Federal law. Any student taking, disseminating, transferring, possessing or sharing obscene, pornographic, lewd, illegal, or otherwise inappropriate images or photographs of other students or any other underage individual at school, on a school bus or while attending any school event or activity will be subject to the disciplinary procedures of the school district and reported to law enforcement and other appropriate State or Federal agencies. PCDs and PEDs shall not be used to record and/or video school personnel or students without the principal's or principal's designee's permission.~~

The use of PCEDs for any unauthorized, disruptive, or unlawful purpose is strictly prohibited. This includes, but is not limited to, the following:

- Engaging in bullying, harassment, or intimidation through digital means;
- Capturing, possessing, transmitting, or distributing obscene, pornographic, lewd, or otherwise unlawful images or content, whether electronically or by other means;
- Recording, photographing, or live-streaming students, staff, or school activities without the express consent of the principal or the principal's designee.

Such actions may violate local, state, or federal laws and will result in disciplinary action in accordance with district policy. Where applicable, incidents will be referred to law enforcement and/or child protection agencies.

The District reserves the right to confiscate any device used in violation of this policy. Continued or egregious misuse may result in loss of device privileges and additional disciplinary measures.

Any school employee who discovers a student using, accessing, or displaying a ~~PCD, PED, or electronic device~~ PCED in violation of this policy shall report the violation to a school administrator. The device may be confiscated. Improper use or storage of PCEDs may result in confiscation of the device until it can be released directly to a student's parents and/or guardians. A student in violation of this policy is subject to related disciplinary action.

~~Students may use cell phones while attending after school activities, not including ESP, with permission of staff.~~

Cell phones or any other personal communication devices are not to be used, accessed or displayed while on any school bus.

Possession of a cell phone under the circumstances set forth in this policy is a privilege which may be forfeited by a student who fails to abide by the terms of this policy.

The Murfreesboro City School Board, its schools, nor its employees assume any responsibility or liability for the loss of or damage to any student's personal communication device, or for the unauthorized use of a student's personal communication device.

EMERGENCY COMMUNICATION PLAN

In the event of an emergency or possible emergency occurring at school, parent(s) and guardian(s) will be notified through the district's official mass communication system (all-call). This system is designed to provide timely and accurate information via phone, email, and/or text message, depending on the contact information on file.[1]

Legal References	Cross References
1. Public Acts of 2025, Chapter No. 103	Code of Conduct 6.300

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 6.411, Promoting Student Wellness, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Recent changes in state law have modified physical activity requirements for students. Elementary students must now receive 40 minutes of physical activity each full school day, an increase from the prior requirement of 130 minutes per week. These minutes are in addition to, and not inclusive of, physical education classes. Policy 6.411 has been updated to reflect these changes in alignment with Public Chapter 306.

Staff Recommendation
Approve changes to Board Policy 6.411, Promoting Student Wellness, on first reading

Fiscal Impact
No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.

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☐ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City Schools Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in April	**Promoting Student Wellness**	**6.411**	
		Rescinds: **SS11**	Issued: **06/14/22**

The Board recognizes the value of proper nutrition, physical activity, and other health conscious practices and the impact that such practices have on student academic achievement, health, and well-being. In order to provide an environment conducive to overall student wellness, this policy shall be followed by all schools in the district.[1]

COMMITMENT TO COORDINATED SCHOOL HEALTH

All schools shall implement the Centers of Disease Control and Prevention's (CDC) Coordinated School Health (CSH) approach to managing new and existing wellness related programs and services in schools and the surrounding community based on state law and State Board of Education CSH standards and guidelines. The school district's Coordinated School Health Coordinator shall be responsible for overseeing compliance with State Board of Education CSH standards and guidelines in the school district.

SCHOOL HEALTH ADVISORY COUNCIL[2, 3]

A school district health advisory council shall be established to serve as a resource to schools for implementing policies and programs and develop an active working relationship with the county health council. The council shall consist of individuals representing the school and community, including parents, students, teachers, school administrators, health professionals, school food service representatives, and members of the public. The primary responsibilities of the council include, but are not limited to:

1. Developing, implementing, monitoring, reviewing, and as necessary, making recommendations as to physical activity and nutrition policies;
2. Ensuring all schools within the school district create and implement an action plan related to all School Health Index modules;
3. Ensuring that the results of the action plan are annually reported to the council; and
4. Ensuring that school level results include measures of progress on each indicator of the School Health Index.

The State Board of Education's Coordinated School Health and Physical Activity policies shall be used as guidance by the council to make recommendations. The Board will consider recommendations of the council in making policy changes or revisions.

Additionally, each school will have a Healthy School Team consisting of teachers, students, parents, community members, and administrators.[2] The Team will hold Healthy School Team meetings during the school year to assess needs and oversee planning and implementation of school health efforts. The Director of Schools/designee will ensure compliance with the school wellness policy, to include an assessment of the implementation of the wellness policy and the progress made in attaining the policy goals. The assessment will be made available to the public.

COMMITMENT TO NUTRITION

All schools within the district shall participate in the USDA child nutrition programs, which may include but not be limited to, the National School Lunch Program, the School Breakfast Program, the Summer Food Service Program, and the After School Snack Program.[4,5,6]

Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be encouraged. All foods and beverages including vending machines, fundraising items, and concessions shall meet guidelines set forth by the Healthy, Hunger-free Kids Act of 2010 and Smart Snacks in Schools.[4,5,6] The principal/designee shall be responsible for overseeing the school district's compliance with the State Board of Education rules and regulations for sale of food items in the school district.[2,5,6]

Fundraising

Food-and beverages sold that can be consumed on campus during the school day must meet or exceed the USDA Smart Snacks guidelines in school nutrition standards. Schools shall follow the limit on days per semester in which non-healthy foods may be used for fundraisers.[5]

DISTRICT GOALS

The school district will promote healthy nutrition through various activities, including nutrition related newsletters, informational links on the school district website, healthy eating posters and bulletin boards in dining areas, and informational booths at various community functions. Nutrition education will be offered as part of a standards-based program designed to provide students with the knowledge and skills needed to promote and protect their health as outlined in the State Board of Education Health Education and Lifetime Wellness Standards. Nutrition education will discourage teachers from using high fat, sugar, and sodium foods as rewards and encourage students to start each day with a healthy breakfast. If a district engages in food or beverage marketing, all marketing shall comply with the Smart Snacks in School nutrition standards.[7]

OTHER SCHOOL-BASED ACTIVITIES THAT PROMOTE STUDENT WELLNESS: PROMOTING HEALTHY HYDRATION IN SCHOOLS

Students and school staff will have access to fresh drinking water throughout the school day. When feasible, students may bring approved water bottles filled with water into the classroom. Staff will be encouraged to model healthy hydration by drinking water during the day.

CELEBRATIONS AND REWARDS

During the day, celebrations that involve food must take place outside of scheduled lunch hours. All foods offered on the school campus are encouraged to meet or exceed the USDA Smart Snacks in Schools nutrition standards. These include:

1. Celebrations and parties: The district encourages promotion of healthy food and nonfood celebrations. Healthy party ideas are available from the Alliance for a Healthier Generation and from the USDA.
2. Snacks: Classroom snacks are encouraged to be of a healthy nature.
3. Rewards and incentives: The district discourages teachers and other relevant school staff members from using food, candy, or beverages as rewards. Staff should not withhold food or beverages as punishment for any reason, such as for performance or behavior.

COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION[8]

The Board recognizes that physical activity is extremely important to the overall health of a child. Schools shall support and promote physical activity. Physical activity may be integrated into any areas of the school program.

Physical education classes shall be offered as part of a standards-based program designed to provide developmentally appropriate moderate to vigorous physical activity as an integral part of the class. All physical education classes shall comply with the State Board of Education's Physical Education Standards.

Unstructured physical activity periods shall be offered in addition to the school district's physical education program. Elementary school students shall receive a minimum of forty (40) minutes of physical activity each full school day weather permitting.

Physical activity will be conducted outside if weather permits. The following activities shall not be considered physical activity: walking to and from class, time spent on an electronic device, and time spent in a physical education class.

Schools shall continue to offer after school sports and activities. Physical activity shall not be employed as a form of discipline. Physical activity shall not be withheld from a student as a form of punishment.

COMMITMENT TO CURRICULUM[3]

All applicable courses of study shall be based on State-approved curriculum standards.

SCHOOL HEALTH INDEX[3]

All schools within the district shall annually administer a baseline assessment on each of the recommended School Health Index modules. Results shall be submitted to the School Health Advisory Council and reported to the Tennessee Department of Education.

RECORD KEEPING COMPLIANCE

The school district's Coordinated School Health Coordinator shall ensure that records demonstrating compliance with community involvement requirements are maintained. The Coordinated School Health Coordinator shall additionally document that the school wellness policy and triennial assessments are made available to the public.[9]

Legal References

1. TCA 49-6-1022
2. State Board of Education Policy 4.204
3. State Board of Education Policy 4.206
4. 42 USCA § 1758b; TRR/MS 0520-01-06-.04
5. TRR/MS 0520-01-06
6. 7 CFR § 210; 7 CFR § 220
7. 7 CFR 210.31(c)(3)(iii)

8. TCA 49-6-1021; Public Acts of 2025, Chapter No. 306
9. 7 CFR § 210.31(f)

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 6.600, Student Records, revisions on first reading

Board Meeting Date: June 24, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Revisions to Policy 6.600 are proposed to align with recent legislative changes. Pursuant to Public Chapter 156, the policy now explicitly states the district's obligation to provide a student's records to the receiving school within five business days of a student's transfer. Additionally, the consent section has been clarified to improve language and incorporate federally-recognized exceptions, ensuring consistency with FERPA requirements.

Staff Recommendation
Approve changes to Board Policy 6.600, Student Records, on first reading

Fiscal Impact
No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered**: Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in May	**Student Records**	**6.600**	Click here to enter a date.
		Rescinds: **STU13, STU16, STU55**	Issued: **02/01/10**

A cumulative record shall be maintained for each student enrolled in the school. This record shall include the student's name, address, parents' names and occupations, a complete academic history, standardized test results, health records, records of school activities, and counselors' notes. When available, the record shall also include a copy of the student's birth certificate and, if applicable, a completed Home Language Survey. In the event of a student's withdrawal, the cumulative record shall include documentation of the withdrawal, including the parent or guardian's signed request and, when possible, information regarding the student's future educational placement.[1]

The name used on the record of the student entering the school system must be the same as that shown on the birth certificate, unless evidence is presented that such name has been legally changed.[2] If the parent does not have, or cannot obtain a birth certificate, then the name used on the records of such student shall be as shown on documents which are acceptable as proof of date of birth.

The name used on the records of a student entering the system from another school must be the same as that shown on records from the school previously attended unless evidence is presented that such name has been legally changed as prescribed by law.

In accordance with Federal law, complete documentation of suspensions and expulsions of a student and resulting disciplinary actions will be included in the permanent record. Transmission to other educational agencies for any student who is enrolled, seeks to enroll, intends or is instructed to enroll, on a full or part-time basis will be sent upon request by the receiving school.

~~When a student transfers to another school within the system, copies of the student's records, including the student's disciplinary records, shall be sent to the transfer school.[3] No student will be allowed to handle their own record, and no record will be transferred until a request is made.~~

~~When a student transfers to a school outside the system, copies of the student's records, including the student's disciplinary records, shall be sent to the transfer school.[3]~~ When a student transfers to another school within the school district or to a school outside of the school district, copies of the student's records, including the student's disciplinary records, shall be sent to the transfer school within five (5) business days of the date on which the student's records request was received by the school.[3]

Attendance records kept on each student become permanent property of the school system.

All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).

ACCESS TO STUDENT RECORDS

Student records shall be confidential. Only authorized school officials shall have access to and permit access to student education records for legitimate educational purposes without the consent of the parent/guardian.[4] A "legitimate educational interest" is the official's need to know information in order to:

1. Perform required administrative tasks;
2. Perform a supervisory or instructional task directly related to the student's education; and
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid.

Authorized school officials may release information from or permit access to a student's education record without the parent(s) or eligible student's* prior written consent in the following instances:

1. To comply with a judicial order or lawfully issued subpoena. The school system will make a reasonable effort to notify the student's parent(s) or the eligible student before making a disclosure. In addition, any employee who receives a subpoena for educational records shall notify their supervisor immediately who will, then contact the office of the City Attorney;[5]

2. If the disclosure is an item of directory information;[6]

3. To comply with the requirements of child abuse reports to the extent known by the school officials including the name, address, and age of the child; the name and address of the person responsible for the care of the child, and the facts requiring the report;[7]

4. When certain federal and state officials need information in order to audit or enforce legal conditions related to federally-supported education programs in the school system;[8]

5. When the school system has entered into a contract or written agreement for an organization to conduct scientific research on the system's behalf to develop tests or improve instruction, provided that the studies are conducted in a manner which will not permit the personal identification of students and their parents by individuals other than representatives of the organization and the information will be destroyed when no longer needed for the purpose for which the study was conducted;[9]

6. To appropriate officials if the parent(s) claim the student as a dependent as defined by the Internal Revenue Code;[10]

7. To accrediting organizations to carry out their accrediting functions;[11]

8. When a student seeks or intends to enroll in another school district or a post-secondary school. Parent(s) of students or eligible students have a right to obtain copies of records transferred under this provision;[12]

9. To financial institutions or government agencies that provide or may provide financial aid to a student in order to establish eligibility, to determine the amount of financial aid, to establish conditions for the receipt of financial aid, and to enforce financial aid agreements;[13]

10. To make the needed disclosure in a health or safety emergency when warranted by the seriousness of the threat to the student or other persons, when the information is necessary and needed to meet the emergency, when time is an important and limiting factor, and when the persons to whom the information is to be disclosed are qualified and in a position to deal with the emergency;[14]

11. To the Attorney General or his designee for official purposes related to the investigation or prosecution of an act of domestic or international terrorism. An educational agency that, in good faith, produces education records in accordance with an order issued under this Act shall not be liable to any person for that production;[15]

12. To any agency caseworker or other representative of a state or local child welfare agency or tribal organization authorized to access the student's educational records when such agencies or organizations are legally responsible for the care and protection of the student;[16]

13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring, evaluations, and performance measurements, provided that the data collected will be protected in a manner which will not permit the disclosure of personal identification of students and their parent(s)/guardian(s) by individuals other than to representatives of the organization, and that the information will be destroyed when no longer needed for the purpose for which it was conducted;[17] and

14. To state and local authorities to whom information is specifically allowed to be reported or disclosed by state law that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released.[18]

Consent to Disclose Records[19]

Authorized school officials may release information from a student's education record if the student's parent(s) or the eligible student gives written consent for the disclosure. The written consent must include:

1. A specification of the records to be released;
2. The reasons for the disclosure;
3. The person, organization, or class of persons or organizations to whom the disclosure is to be made;
4. The signature of the parent(s) or eligible student;
5. The date of the consent and, if appropriate, a date when the consent is to be terminated. The student's parent(s) or the eligible student* may obtain a copy of any records disclosed under this provision.

RECORDKEEPING[20]

The school system will maintain an accurate record of all requests to disclose information from or to permit access to a student's education records. The system will maintain an accurate record of information it discloses and access it permits. The system will maintain this record as long as it maintains the student's education record. The record will include at least:

1. The name of the person or agency that makes the request;
2. The interest the person or agency has in the information;

3. The date the person or agency makes the request; and
4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is made.

Any release of information not covered by the above policy will be upon approval of the Director of Schools or designee.

** The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post-secondary school, at which time all of the above rights become the student's right.*[21]

Legal References

1. 20 USCA § 1232g
2. TCA 49-6-5106
3. TCA 49-6-3001(c)(1); Public Acts of 2025, Chapter No. 156
4. TCA 10-7-504(a)(4); 20 USCA 1232g
5. 20 USCA § 1232g(b)(2)(B); 20 USCA § 1232g(b)(1)(J)
6. 20 USCA § 1232g(b)(2); TCA 10-7-504(a)(4)(A)
7. TCA 37-1-403
8. 20 USCA § 1232g(b)(3), (5); 20 USCA § 1232g(b)(1)(C)
9. 20 USCA § 1232g(b)(1)(F)
10. 20 USCA § 1232g(b)(1)(H)
11. 20 USCA § 1232g(b)(1)(G)
12. 20 USCA § 1232g(b)(1)(B)
13. 20 USCA § 1232g(b)(1)(D)
14. 20 USCA § 1232g(b)(1)(I)
15. 20 USCA § 1232g(j)
16. 20 USCA § 1232g(b)(1)(L)
17. 20 USCA § 1232g(b)(1)(K)
18. 20 USCA § 1232g(b)(1)(E)
19. 34 CFR § 99.30; 20 USCA § 1232g(b)(2)(A)
20. 34 CFR § 99.32(a)
21. 34 CFR §§ 99.3, 99.5; TCA 49-1-704

Cross References

School Board Records 1.407
Promotion and Retention 4.603
Attendance 6.200
Child Custody/Parental Access 6.209
Disciplinary Hearing Authority 6.317
AIDS 6.404

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Budget Amendment – Title I and IDEA Federal Projects Fund FY2024-2025

Board Meeting Date: June 24, 2025

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $11,500 of previously approved expenditures within the Federal funds for CFA-Title I and IDEA Part B. This transfer is necessary to align with the TN Department of Education guidance of separation of Certified and Non-certified substitutes.

Staff Recommendation

To approve the FY25 budget amendment to recognize the new guidance from TNDOE and separate expenditures of Certified and Non-certified substitutes within the Federal Projects fund.

Fiscal Impact

There is no fiscal impact to fund balance. This transfer moves previously approved expenditures to the newly recognized account codes.

Connection to MCS's Five-Year Strategic Plan

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INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2024-2025 School Federal - CFA-Title I and IDEA Part B

BOE Meeting Date June 24, 2025

Account	Description	Increase	Decrease
	Title IA		
142 E 71100 195	Certified Substitutes		3,000
142 E 71100 198	Non-certified Substitutes	3,000	
	IDEA Part B		
142 E 71200 195	Certified Substitutes		8,500
142 E 71200 198	Non-Certified Substitutes	8,500	
Total		$ 11,500	$ 11,500

Explanation: This amendment aligns the actual expenses for non-certified substitutes in Title IA and IDEA Part B from the certified substitutes.

Reviewed by Finance Director/Finance Manager

6/18/25
Date

Approved ✓

Declined

Director of Schools

6/18/25
Date

FY25 Subs Title-IDEA

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Budget Amendment Federal Projects Fund FY2024-2025

Board Meeting Date: June 24, 2025

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $2,000 of previously approved expenditures within the Federal funds for AALN K-8. This transfer is necessary to align with the TN Department of Education guidance of separation of Certified and Non-certified substitutes.

Staff Recommendation

To approve the FY25 budget amendment to recognize the new guidance from TNDOE and separate expenditures of Certified and Non-certified substitutes within the Federal Projects fund.

Fiscal Impact

There is no fiscal impact to fund balance. This transfer moves previously approved expenditures to the newly recognized account codes.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2024-2025 School Federal - AALN K-8

BOE Meeting Date June 24, 2025

Account	Description	Increase	Decrease
142 E 71200 195	Certified Substitutes		2,000
142 E 71200 198	Non-certified substitutes	2,000	
Total		$ 2,000	$ 2,000

Explanation: This amendment aligns the actual expenses for non-certified substitutes from the certified substitutes.

Reviewed by Finance Director/Finance Manager — Date 6/18/25

Approved ✓ — Director of Schools Bobby N Dudley III — Date 6/18/25

Declined

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY25 General Purpose Budget Amendment

Board Meeting Date: June 24, 2025

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $465,735 of previously approved funds within the major accounts in the General-Purpose fund. This will address several accounts needing adjustments to benefits, salaries, and equipment to recognize actual expenditures for the end of the year. This amendment also moves funds to align with the state on separation of certified and noncertified substitutes.

Funds are being allocated from savings found in other line items within the same budget category.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY25 budget amendment to recognize changes within the General-Purpose fund.

Fiscal Impact

The amendment will align final projected expenditures for FY25, and it does not affect fund balance.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2024-2025 General Purpose Schools Fund 141 June 24, 2025

Expenditure Accounts	Description	Increase	Decrease
141 E 71100 116	TEACHERS	-	270,000
141 E 71100 195	CERTIFIED SUBSTITUTES	60,000	-
141 E 71100 198	NON-CERTIFIED SUBSTITUTES	210,000	-
Total Regular Education		**$ 270,000**	**$ 270,000**
141 E 71200 163	EDUCATIONAL ASSISTANTS	-	155,000
141 E 71200 195	CERTIFIED SUBSTITUTES	25,000	-
141 E 71200 198	NON-CERTIFIED SUBSTITUTES	75,000	-
141 E 71200 312	CONTRACTS W/ PRIVATE AGENCIES	55,000	-
Total Special Education		**$ 155,000**	**$ 155,000**
141 E 72210 189	OTHER SALARIES & WAGES	18,000	-
141 E 72210 201	SOCIAL SECURITY	1,120	-
141 E 72210 204	STATE RETIREMENT	1,150	-
141 E 72210 212	MEDICARE	265	-
141 E 72210 206	LIFE INSURANCE	-	535
141 E 72210 399	OTHER CONTRACTED SERVICES	-	4,500
141 E 72210 355	TRAVEL	-	3,000
141 E 72210 432	LIBRARY BOOKS/MEDIA	-	7,500
141 E 72210 499	OTHER SUPPLIES & MATERIALS	-	4,000
141 E 72210 790	OTHER EQUIPMENT	-	1,000
Total Support - Regular Instruction		**$ 20,535**	**$ 20,535**
141 E 72250 121	DATA PROCESSING PERSONNEL	6,175	-
141 E 72250 470	CABLING	12,500	-
141 E 72250 471	SOFTWARE	-	6,175
141 E 72250 709	DATA PROCESSING SUPPLIES	-	12,500
Total Technology		**$ 18,675**	**$ 18,675**
141 E 72310 204	STATE RETIREMENT	10	-
141 E 72310 599	OTHER CHARGES	-	10
Total Support - Board of Education		**$ 10**	**$ 10**
141 E 72320 162	CLERICAL PERONNEL	10	-
141 E 72320 599	OTHER CHARGES	-	10
Total Support - Office of Superintendant		**$ 10**	**$ 10**
141 E 72510 207	MEDICAL INSURANCE	505	-
141 E 72510 399	OTHER CONTRACTED SERVICES	-	505
Total Support - Fiscal Services		**$ 505**	**$ 505**
141 E 72710 729	TRANSPORTATION EQUIPMENT	900	-
141 E 72710 453	VEHICLE PART	-	900
Total Support - Transportation		**$ 900**	**$ 900**
141 E 73300 204	STATE RETIREMENT	100	-
141 E 73300 599	OTHER CHARGES	-	100
Total Community Services		**$ 100**	**$ 100**
Total Expenditures		**$ 465,735**	**$ 465,735**

To transfer $465,735 in budgeted expenditures within major categories to recognize changes in preliminary budget estimates to projected year-end actuals. Increases include benefit categories, salaries, and equipment. Each increase is sustained through transfers within each category and no major change to the fiscal budget.

There are no new revenues or expenditures, no new positions, and no change to fund balance.

Reviewed by Finance Director/Finance Manager

6/18/25
Date

Approved ☑

Declined ☐

Bobby J. Duke III 6/18/25
Director of Schools Date

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY 25 Central Cafeteria Fund Budget Amendment

Board Meeting Date: June 24, 2025

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $5,000 of previously approved expenditures within the Central Cafeteria fund to recognize preliminary budget amounts to year-end actuals. The increase in maintenance and repair to equipment is covered through savings found in food prep supplies.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY25 budget amendment to recognize changes within the Central Cafeteria fund.

Fiscal Impact

The amendment will align final projected expenditures for FY25, and it does not affect fund balance.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2025 Central Cafeteria Fund 143

Account	Description	Increase	Decrease
141 E 73100 336	MAINTENANCE & REPAIR - EQUIPMENT	5,000	
141 E 73100 421	FOOD PREP SUPPLIES (NON-FOOD)	-	5,000
Total		$ 5,000	$ 5,000

Explanation: To transfer $5,000 or previously approved expenditures to recognize preliminary budget amounts to year-end actuals. The increase to maintenance & repair - equipment is covered through savings found in food prep supplies.

Reviewed by Finance Director/Finance Manager — Date 6/18/25

Approved ☑ — Director of Schools — Date 6/19/25

Declined ☐

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Budget Amendment ESSER 3.0 FY25 Federal Projects

Board Meeting Date: June 24, 2025

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $205,005 of previously approved expenditures within Federal Projects ESSER 3.0 to align with the Department of Education's guidance on allocating final reimbursements for direct services to students. This amendment reallocates funds from Capital Outlay and Indirect Cost to Regular Education for the Academic Interventionists' salaries and benefits. Based on guidance from TDOE, this transfer will increase the likelihood that the USDOE will reimburse the district for unspent funds following the March 28, 2025 notification that all previously approved timelines were stopped.

Staff Recommendation

To approve the FY25 budget amendment to recognize the transfer of expenditures to liquidate ESSER 3.0.

Fiscal Impact

Recognize the transfers of $205,005 within ESSER 3.0 and it will not affect fund balance.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2024-2025 School Federal - ESSER 3.0

BOE Meeting Date June 24, 2025

Account	Description	Increase	Decrease
	ESSER 3.0		
142 E 71100 116	Teachers	155,999	
142 E 71100 201	Social Security	10,166	
142 E 71100 204	Retirement	11,179	
142 E 71100 207	Medical Insurance	24,170	
142 E 71100 208	Dental Insurance	612	
142 E 71100 212	Medicare	2,378	
142 E 71100 299	Other Fringe Benefits	500	
142 E 76100 707	Building Improvements		145,005
142 E 99100 504	Indirect Cost		60,000
Total		$ 205,005	$ 205,005

Explanation: To revise the FY25 ESSER 3.0 funds to move $205,005 from Capital Outlay and Indirect Cost to Regular Instruction for the Academic Interventionist salary and benefits. This will align guidance from the Department of Education.

Reviewed by Finance Director/Finance Manager — Date 6/19/25

Approved ✓ — Director of Schools Bobby W Duke III — Date 6/19/25

Declined

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Contract Extension with ABM for Custodial Services for FY2026

Board Meeting Date: June 24, 2026

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☒ No ☐

Summary

In January 2023, the District entered into an agreement with ABM for custodial services. This memo seeks approval for the final contract extension allowable under that original agreement. The extension will cover the FY2026 school year, from July 1, 2025, to June 30, 2026. Per the terms outlined in Section 6 of the Agreement, pricing for services will increase by 3.0% over the previous year's rates. The updated annual cost is $2,982,283.77, with a monthly cost of $248,523.65. ABM has continued to provide reliable custodial services districtwide, and this extension will ensure continuity of services through the final year of the contract.

Staff Recommendation

Staff recommends approval of the contract extension with ABM for custodial services through FY2026 at the revised pricing.

Fiscal Impact

The cost for custodial services under this contract extension for FY2026 is $2,982,283.77. This amount is currently budgeted within the General-Purpose Fund.

Connection to MCS's Five-Year Strategic Plan

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FOURTH AMENDMENT TO SERVICE AGREEMENT

THIS FOURTH AMENDMENT TO SERVICE AGREEMENT (the "Fourth Amendment"), effective as of June 24, 2025, is made by and between Murfreesboro City Schools ("District") and ABM Industry Groups, LLC ("ABM"). ABM and District are hereinafter referred to as the "Parties" to this Fourth Amendment.

RECITALS:

WHEREAS, the Parties have entered into a Service Agreement dated January 19, 2023 (referred to as the "Agreement"), whereby District retained ABM to perform various services specified in the Agreement itself; and

WHEREAS, the Parties desire to make certain modifications, revisions, and amendments to the Agreement itself.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties state and agree as follows:

1. Term. Section 2 of the Agreement is hereby amended to extent the term, which extended term shall commence as of July 1, 2025, and terminate June 30, 2026, unless sooner extended or terminated as provided in the Agreement.

2. Pricing. Effective July 1, 2025, through June 30, 2026, the pricing set forth in Exhibit C of the Agreement is hereby deleted and replaced with the following:

a. The pricing for services during the period from July 1, 2025, to June 30, 2026, shall reflect a three percent (3.0%) increase over the prior year's rates, consistent with the annual escalation contemplated in Section 6 of the Agreement. The updated pricing is as follows:

i. Annual cost: $2,982,283.77
ii. Monthly cost: $248,523.65

b. All other Pricing terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect.

3. Security Compliance and Financial Responsibility. Contractor shall ensure that all employees assigned to District facilities comply with all security protocols related to exterior doors, including but not limited to keeping all exterior doors closed and locked when not actively in use.

a. Contractor acknowledges that, pursuant to Tennessee Code Annotated § 49-6-817, the Tennessee Department of Education may withhold funds from school districts found to have left exterior doors unlocked in violation of state law. Contractor further acknowledges the critical importance of strict compliance with this statutory requirement.

b. In the event the District is subjected to any fine, withholding of funds, or other financial penalty under Tennessee Code Annotated § 49-6-817 as a direct result of a Contractor employee's failure to secure an exterior door, the Contractor shall be solely responsible for reimbursing the District for the full amount of such penalty. This obligation shall survive the termination or expiration of the Agreement and is in addition to any other remedies available to the District under the Agreement or at law.

4. Ratification. Except as and to the extent amended, altered, and/or modified as provided in the Fourth Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.

5. Counterparts. This Fourth Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

MURFREESBORO CITY SCHOOLS **ABM INDUSTRY GROUPS, LLC**

_____ _____

Bobby N. Duke, III
Director of Schools

Approved as to form:

_____

Lauren Bush
Assistant City Attorney

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Extension of Douglas Lawn Care Professional Services Agreement for FY26

Board Meeting Date: June 24, 2025

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
This item seeks Board approval to extend the Professional Services Agreement with Douglas Lawn Care, originally executed on August 13, 2024, for an additional year. In accordance with Section 3 of the Agreement, both parties have mutually agreed to extend the contract through June 30, 2026, under the same terms and conditions, including the scope of services and pricing outlined in the original Exhibit A.

Staff Recommendation
Staff recommends approval of the Extension to the Professional Services Agreement with Douglas Lawn Care for FY26.

Fiscal Impact
The cost of services for FY26 is $152,800.00, to be paid from the General-Purpose Fund.

Connection to MCS's Five-Year Strategic Plan

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EXTENSION OF PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
DOUGLAS LAWN CARE

This Extension (“Extension”), of the Professional Services Agreement dated August 13, 2024 ("Agreement") is entered into by and between Murfreesboro City Schools, a Tennessee municipal school district, with offices located at 2552 South Church Street, Murfreesboro, TN 37127 ("District") and Douglas Lawn Care, a Tennessee partnership, with offices located at 10122 Franklin Road, Murfreesboro, TN 37128 ("Service Provider") (collectively, the "Parties").

WHEREAS, the Parties previously entered into a Professional Services Agreement executed by the Board on August 13, 2024 ("Agreement"), for the provision of lawn care services; and

WHEREAS, Section 3 of the Agreement permits extensions upon mutual written agreement of the Parties; and

WHEREAS, the Parties desire to extend the Agreement under the same terms and conditions, including the Scope of Services and pricing set forth in Exhibit A to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Extension Term. The term of the Agreement is hereby extended from July 1, 2025, through June 30, 2026. The effective date (“Effective Date”) of this Agreement is June 24, 2025.

2. Scope of Services. The services to be provided during the extension period shall be in accordance with the Scope of Services and pricing outlined in Exhibit A of the original Agreement.

3. Effect of Extension. Except as specifically amended or modified herein, all terms, conditions, covenants, and provisions of the original Agreement shall remain unchanged and in full force and effect, and are hereby ratified and affirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

MURFREESBORO CITY SCHOOLS

_____

Bobby N. Duke, III
Director of Schools

Approved as to Form:

_____

Lauren Bush, Assistant City Attorney

DOUGLAS LAWN CARE

_____

John T. Douglas
Owner

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Agreement with Josh Houston & Associates for Yearbook and Photography Services for FY2026

Board Meeting Date: June 24, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The MCS Purchasing Department issued RFP 2026-01 on May 20, 2025. The RFP had four respondents. The Purchasing Department awarded the bid to Josh Houston and Associates based on their overall score on a Selection Criteria Scale. JHA provided yearbook and photography services to MCS for FY2025 and we look forward to continuing this partnership.

Staff Recommendation

Approve Agreement with Josh Houston & Associates for Yearbook and Photography Services for FY2026

Fiscal Impact

Schools will receive a commission from JHA based on student photographs ordered. This commission is used by schools to acquire products to enhance their instructional programs. Profits shall be calculated on gross sales less tax. Shipping and processing fees will not impact MCS commission.

MCS schools shall receive a portion of the amount of yearbook sales depending on the type of yearbook ordered. Yearbooks will be shipped at no additional charge to MCS.

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered**: Every student will be *empowered* through academic success

AGREEMENT BETWEEN
MURFREESBORO CITY SCHOOLS
AND
JOSH HOUSTON & ASSOCIATES, INC.

This Agreement ("Agreement") is entered into and effective as of the date of execution (the "Effective Date"), by and between Murfreesboro City Schools, a municipal school district of the State of Tennessee ("MCS"), and Josh Houston & Associates, Inc., a Tennessee Corporation with its principal offices located at 1829 Memorial Boulevard, Murfreesboro, TN 37129 ("Contractor").

This Agreement consists of the following documents:

- This Agreement;
- RFP 2026-01 (the "Solicitation");
- Contractor's Response to RFP 2026-01 ("Contractor's Response"); and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Response.

Terms and Conditions.

1. Duties and Responsibilities of Contractor. Contractor shall provide comprehensive school photography and yearbook services to individual MCS schools in accordance with the requirements set forth in RFP 2026-01 and Contractor's Response. These services include, but are not limited to:
    a. Photography Services: Contractor shall coordinate directly with school administrators or bookkeepers to schedule all photography sessions (including fall, spring, staff, retakes, and kindergarten graduation as requested). Contractor shall ensure timely delivery of proofs, order forms, and retake options, with no additional charge for retakes. Contractor must:
        i. Provide take-home and/or digital notices in English, Arabic, and Spanish with complete ordering and customer service information.
        ii. Offer both online and paper ordering platforms, ensuring secure payment processing at no added cost to the District or schools.
        iii. Supply all required staff, equipment, and cameras to ensure timely and professional execution of photography sessions.
        iv. Provide a photo for each staff member upon request.
        v. Capture individual color photos of all students and staff, regardless of purchase.

vi. Deliver student images in a standardized digital format with ID labeling, for school and District use.
vii. Ensure all photos are printed on quality paper and delivered on time, sorted for easy distribution.
viii. Replace poor-quality photos or provide refunds per Contractor policy.
ix. Maintain professional and qualified staff on school premises at all times, adhering to check-in and identification procedures.
x. Remit commissions on eligible sales to schools within thirty (30) days of receipt of payments and provide detailed documentation of all sessions and purchases, pursuant to the requirements of this Agreement.

b. Yearbook Services: Contractor shall provide yearbook services to individual MCS schools using trained personnel and high-quality materials, conforming to all technical specifications in RFP 2026-01. Contractor will:
i. Support yearbook advisors and student staff with tools, training, and site visits as needed.
ii. Collaborate with schools to establish mutually agreed deadlines and production schedules no later than September 30 of each year.
iii. Provide platforms for yearbook layout, design, and ordering that allow for flexible page and image arrangements and both paper and online submission options.
iv. Guarantee the quality and reproduction of submitted photos, with advisor approval required for questionable materials.
v. Deliver proofs for all components and correct errors at no cost to MCS.
vi. Provide marketing tools and strategies to help schools promote yearbook sales.
vii. Ensure timely delivery of yearbooks no later than two (2) weeks before the end of the school year; liquidated damages of one percent (1%) per day will apply to late deliveries.
viii. Replace or reimburse schools for any irregular or damaged yearbooks.
ix. Submit a final, itemized invoice to each school's yearbook advisor and bookkeeper at least one week prior to the end of the school year, with final payment due by September 30 following audit by the advisor.
x. Provide sales documentation for bookkeepers, including packages sold, tax collected, and processing/shipping fees, pursuant to the requirements of this Agreement.
xi. Ship all yearbooks FOB Destination at no additional freight charge.

2. Term. The term of this Agreement is effective upon execution and expires June 30, 2026, unless terminated pursuant to the notice provisions in this Agreement. This Agreement may be renewed annually upon mutual written consent for up to three (3) additional one (1) year terms. This Agreement will not automatically renew.

3. Yearbook Pricing. MCS schools shall have the right to choose any pricing option based on the number of book pages quoted in the Contractor's Response for the term of the Agreement.
    a. Contractor shall be solely responsible for collecting all payments related to the purchase of yearbooks. Contractor shall offer both paper order forms and an online ordering platform with secure payment options for families, at no additional cost to MCS or its schools. Each school shall have the right to select from available pricing options, as quoted in the Contractor's Response, based on the number of pages or other specifications. The school shall determine the final yearbook sale price offered to families.
    b. Contractor shall remit a final invoice to each school, itemizing the number of yearbooks sold and applicable production charges, no later than one (1) week prior to the end of the school year. Payment will be made by the school to the Contractor in accordance with Section 3.25 of the RFP, following audit by the yearbook advisor and no later than one (1) week prior to the end of the school year.
    c. Yearbooks must be shipped at no additional charge to MCS. Yearbooks damaged in shipment will be replaced at no charge to the schools. Applicable taxes or processing fees will be paid by the Yearbook purchaser. MCS shall not be liable for any unsold yearbooks or inventory ordered in excess of actual sales.

4. Payment to MCS for School Photography. Contractor shall pay a commission of forty percent (40%) of gross sales, excluding taxes, for fall portraits, spring portraits, retakes, class group photos, and kindergarten graduation photos. Commissions shall be paid directly to the school where each photography session occurred, and shall not be reduced by shipping or processing fees, which are the responsibility of the Contractor.
    a. Payments shall be made within thirty (30) days of Contractor's receipt of payments from customers. Each commission payment shall be accompanied by a detailed report including:
        i. A summary of the event,
        ii. Student names,
        iii. Itemized listing of purchases,
        iv. Amounts collected,
        v. Applicable processing fees, taxes, shipping and handling.
    b. In addition, Contractor shall provide all services, materials, and promotional incentives described in its Response to RFP 2026-01.

5. Taxes. Murfreesboro City Schools is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. MCS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MCS.

6. Insurance Requirements and Indemnification. Contractor shall be responsible for its work, services, and products and every part thereof, and or all materials, tools, equipment,

appliances, and property of any and all description in connection therewith. Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in connection with the work, services, and products, and for damage or injury to property or persons, wherever located, resulting from any action, omission, commission, or operation connected in any way whatsoever with Contractor's work, services, and products.

a. Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of work, services, and products, the insurance coverages, limits, and endorsements described hereunder. Required insurance coverages must be acquired from insurers with A.M. Best Rating of A- or better, licensed to conduct business on the State of Tennessee, and acceptable to MCS.
b. Certificates of Insurance. Contractor shall provide these insurance requirements to their insurance agent/broker for evaluation and processing of an original, signed Certificate of Insurance showing evidence of coverages and listing Murfreesboro City Schools as the Certificate Holder. Emailed electronic scans of the original certificate from the Contractor's insurance representative will be accepted. The certificate shall be provided prior to provision of work, services, and products.
c. The certificates shall provide evidence that the following minimum insurance coverages. Limits, and endorsements required herein are in full force and effect. Contractor's insurance agents/brokers shall provide insurance policy endorsements for those coverages below requiring Murfreesboro City Schools as an Additional Insured on the Contractor's liability coverages.
    i. Workers; Compensation Insurance-Tennessee Statutory Benefits
    ii. Employers' Liability Insurance-$1,000,000 each accident and each employee
    iii. Commercial General Liability Insurance-$1,000,000 each occurrence and on an annual aggregate" per project" basis. Coverage shall name Murfreesboro City Schools as an Additional Insured and shall include coverage, not limited to, Products/Completed Operations, Independent Contractors, Contractual Liability, and Cross Liability.
    iv. Umbrella or Excess Liability Insurance offer the above listed coverages, naming Murfreesboro City Schools as an additional insured as per the underlying or primary Liability Insurance-$1,000,000 each occurrence and aggregate limit shall be designated to apply per project.
    v. Cyber or Technology Liability Insurance with a minimum limit of $1,000,000 each occurrence and aggregate to cover compromised client data including stored digital images and client financial information.

7. Indemnification. To the fullest extent permitted by law, Contractor agrees to save, defend, keep harmless and indemnify Murfreesboro City Schools and all of its officials, agents, volunteers, and employees from and against any and all claims, lawsuits, liabilities, losses, damages, injuries, costs (specifically including reasonable litigation costs, attorney's fees, and defense costs of third party claims), charges and exposures caused in whole or in part

by the negligent acts, errors, omissions, or breach of the applicable standard of care resulting from or arising out of, or in any way connected with the provision of work, services, and products required herein by Contractor, Supplier, Contractor's subcontractor(s), or anyone directly or indirectly employ or hired by Contractor or anyone for whose acts Contractor may be liable. MCS reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall continue in full force and effect until Contractor completes the provision of the required work, services, and products, except the indemnification shall continue for all products or completed operations after final acceptance of the work, services, and products by MCS. Contractor agrees that this indemnification and hold harmless shall include claims involving infringement of patent or copyright. This section shall survive Contractor's provision of work, services, and products, and the purchase of insurance by Contractor shall not be construed as a fulfillment or discharge of the obligations set forth in this section. MCS is prohibited from indemnifying and holding harmless Contractor and/or any third parties. Nothing herein shall be construed as a waiver of MCS's sovereign immunity under law.

8. Confidentiality. Student educational records are subject to 20 U.S.C. 1232g, Family Education Rights and Privacy Act (FERPA) and may not be disclosed except in very limited circumstances. The Contractor shall ensure that every employee or subcontractor responsible for carrying out the terms of this Agreement is aware of the confidentiality acknowledgement that indicated that he or she understands the legal requirements for confidentiality. The Contractor is responsible for the actions of its employees and subcontractors and must take all precautions necessary to ensure that no violations occur. Finally, access to personally identifiable student education information will be limited to those employees and subcontractors who must have access to it to perform their responsibilities pursuant to this Agreement.

9. Data Security and Retention. Contractor shall implement and maintain industry-standard administrative, physical, and technical safeguards to protect any personally identifiable information (PII) and student education records in accordance with FERPA, state laws, and best practices. All digital student records, including images and identifying information, must be stored on secure servers with access limited to only those employees and subcontractors with a legitimate educational interest. Contractor must ensure all hosted platforms are encrypted (minimum 256-bit encryption) and comply with FERPA and COPPA standards. Student data shall not be retained beyond the period necessary to fulfill contractual obligations. Upon termination or completion of the Agreement, all student data must be securely deleted or returned to Murfreesboro City Schools within thirty (30) days. Contractor must provide written certification to the District confirming the secure deletion or return of all records. Any data breaches must be reported to the District within forty-eight (48) hours of discovery, along with a mitigation plan.

10. Digital Accessibility. All digital communication platforms and ordering websites used by Contractor must comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA to ensure accessibility for individuals with disabilities. Contractor shall provide documentation or certification demonstrating such compliance upon request.

11. Inconsistencies. In the case of inconsistencies or disputes among the Agreement, the District's RFP, and the Contractor's Response to the RFP, the following order of precedence shall prevail in descending order of priority: (1) The Agreement and any written and fully signed amendments thereto; (2) The District's RFP and any written amendments thereto; (3) The Contractor 's Response to the RFP and any authorized written amendment or clarification thereto.

12. Nondiscrimination. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.

13. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party without cause upon sixty (60) days prior written notice to the other party consistent with the notice clauses provided herein. This Agreement may also be terminated by either party immediately for Cause. For the purposes of this Agreement, the term "Cause" shall mean: The failure to comply with any of the terms of this Agreement after being given written notice of such failure and the failure of the party to cure such condition within five (5) business days after receipt of such notice; the failure to implement or adhere to reasonable policies or procedures of the District after being notified of noncompliance and failing to cure such condition within five (5) business days after receipt of such notice; the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement and the failure to cure such condition within five (5) business days of receipt of such notice.

14. Termination for Convenience. The District or Contractor may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by either party. The District or Contractor shall provide the other party with at least thirty (30) days prior written notice before the effective termination date. Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the District be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

15. Governing Law. The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.

16. Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process. Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.

17. All Contractor employees, subcontractors, or agents who will have direct contact with students must undergo a fingerprint-based criminal background check through the Tennessee Bureau of Investigation (TBI) and the FBI prior to providing services on school grounds. The Contractor is responsible for all associated costs. A list of cleared personnel must be submitted to the District's Human Resources Department prior to the scheduled service dates. Failure to comply with this requirement will result in immediate removal of unverified personnel from school property.

18. Notices. Notice due to any party under this Agreement must be mailed first class mail or hand delivered to the following:

    If to Murfreesboro City Schools:

    Murfreesboro City Schools
    ATTN: Finance Department
    2552 S. Church Street
    Murfreesboro, TN 37127

    If to Contractor:

    Josh Houston & Associates, Inc.
    ATTN: Josh Houston
    1829 Memorial Blvd.
    Murfreesboro, TN 37129

19. Maintenance of Records. Contractor must maintain documentation for all charges against Murfreesboro City Schools. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under this Agreement, must be

maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MCS or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

20. Modification. This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

21. Relationship of the Parties. Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

22. Waiver. No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

23. Gratuities and Kickbacks. It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MCS contracts.

24. Assignment. The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of MCS. Any such assignment or transfer does not release Contractor from its obligations hereunder.

25. Integration. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

26. Force Majeure. No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

27. Severability. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

28. Effective Date. This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of MCS and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the date of execution (the "Effective Date").

Murfreesboro City Schools

By: _____
Dr. Bobby N. Duke, III, Director

JOSH HOUSTON & ASSOCIATES, INC.

By: _____
Josh Houston, Owner

Approved as to form:

_____
Lauren Bush, Assistant City Attorney

Murfreesboro City Schools

Funding Year	2025
Bid Due Date and Time	6/3/2025 10:30 AM
Contract Start Date	7/1/2025
Bid # - If Applicable	RFP 2026-01

Project or Service Description	See RFP 2026-01 Photography and Yearbooks for details.

Directions

- Enter your vendor name and arrange eligible costs in ascending order, from lowest to highest.
- Vendors are awarded points based on how effectively they meet each evaluation factor.
- All factor scores are totaled per vendor; the highest-scoring vendor is selected as the winning bidder.
- If no bids are submitted, note **'No Bids Received'** under **'Winning Bidder'** and sign and date the matrix.
- Retain this evaluation and all submitted bids—both winning and non-winning—for your records.

Bid Opening Role	Printed Name	Signature	Title
Bid Opener	Adam Grisz		Purchasing Agent
Witness	Becky Sally		Federal Bookkeeper
Witness	Kim Fischer		Finance Secretary

# of Respondants: 4	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
Vendor Name	Shutterfly Lifetouch, LLC.	BSP West, LLC - DBA Pictures with Class by Barksdale	Josh Houston & Associates (JHA Company)	Memorybook Company	
Total Cost *Comparable Package, See notes	Starter Package $15.99	Package G $12.00	Economy Package $24.00	Rejected - Proposal received 1 day late	
	Lowest Cost →				Highest Cost

Selection Criteria Scale

Selection Criteria	Criteria Weight*	Vendor 1 Score	Vendor 2 Score	Vendor 3 Score	Vendor 4 Score	Vendor 5 Score
Quality of Work	20	10	14	20	0	
Proposed Pricing for Photo and Yearbook Packages	20	20	18	16	0	
Value Added Services	15	10	10	15	0	
Completeness of RFP	10	10	5	10	0	
Experience and Years of Service	10	10	10	10	0	
Commission and Support	10	7	5	10	0	
Support Provided for School Sites and Families	10	7	5	10	0	
References	5	5	0	5	0	
Total Possible Points	100	79	67	96	REJECTED	

Overall Score

Vendor Name	Score
Shutterfly Lifetouch, LLC.	79
BSP West, LLC - DBA Pictures with Class by Barksdale	67
Josh Houston & Associates (JHA Company)	96
Memorybook Company	Rejected - Proposal receveived late
Total Possible Points	100

Vendor Selected: Josh Houston & Associates (JHA Company)

Approved By: _____ (Signature)

Adam Grisz (Print Name)

Purchasing Agent (Title)

Date: 6/3/2025

Comments related to a specific bid:

Vendor 1 - Shutterfly Lifetouch, LLC - Sample photographs appeared overly softened and lacked clarity. The vendor operates a local satellite office to assist with service-related issues. The proposed commission rate is 20%.

Vendor 2 - BSP West, LLC - DBA Pictures with Class by Barksdale - Sample photographs appeared overly softened and lacked clarity. The vendor does not maintain a local office. The proposed commission rate is 20%. No comparable client references were provided.

Vendor 3 - Josh Houston & Associates (JHA Company) - Sample photographs were crisp and demonstrated the highest overall quality. The vendor maintains a local office to support on-site payments and service-related needs. The proposed commission rate is 40%.

Vendor 4 - Memorybook Company: This proposal was rejected and returned to the sender unopened, as it was received one day late—at 10:05 AM on June 4, 2025.

General Notes: A sample package with the closest product offerings was chosen for vendor comparison. A direct comparison of photography pricing and total costs is not feasible, as vendors have submitted packages with varying offerings. Similarly, yearbook pricing cannot be directly compared, as it depends on individual school decisions regarding monochromatic versus color printing, page count, cover type (hard or soft), and total number of copies sold.

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Renewal Agreement for Pure Storage technology support services through CDW-G

Board Meeting Date: June 24, 2025

Department: Technology

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS is seeking approval to renew Pure Storage support and services through CDW-G for a three-year term. Pure is a data storage system. It houses our virtual servers, data backups and provides disaster recovery. This renewal includes Evergreen Gold 24/7 support, hardware upgrade, and installation upgrade services.

Staff Recommendation

Approve Renewal Agreement for Pure Storage technology support services through CDW-G

Fiscal Impact

Total cost of $133,140, billed annually as follows:

- Year 1: $58,565.00
- Year 2: $37,287.50
- Year 3: $37,287.50

Cost of this contract will be paid through the general-purpose fund.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☒ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered**: Every student will be *empowered* through academic success

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

APRIL ZAVISA,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PLQV537	6/4/2025	PURE SUPPORT 3YR	2157959	$133,140.00

IMPORTANT - PLEASE READ

Special Instructions: Three year support billed annually. Payment schedule: Year 1: $58,565.00 Year 2: $37,287.50 Year 3: $37,287.50

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PURE 1MO EVRGRN GOLD SUB 4 24 7 SUP Mfg. Part#: FA-X20R3-44TB 1MO,PRM,GOLD mcs-dr-pure.cityschools.net PCHFJ222500AF PSPFT222720K1 PSPFT222720LD Electronic distribution - NO MEDIA Contract: Tennessee Pure Storage Computer Equipment-(00000000000000000000084110)	36	5971622	$1,575.00	$56,700.00
PURE FA-X TO X20R4-ETH FF UPG Mfg. Part#: FA-X TO X20R4-ETH FF UPG mcs-dr-pure.cityschools.net PCHFJ222500AF PSPFT222720K1 PSPFT222720LD Contract: Tennessee Pure Storage Computer Equipment-(00000000000000000000084110)	1	8038952	$0.00	$0.00
PURE STORAGE INSTALLATION UPG SVC Mfg. Part#: PS-DP-UPISUPGDRN mcs-dr-pure.cityschools.net PCHFJ222500AF PSPFT222720K1 PSPFT222720LD Electronic distribution - NO MEDIA Contract: Tennessee Pure Storage Computer Equipment-(00000000000000000000084110)	1	8297763	$9,870.00	$9,870.00
PURE 1MO EVRGRN GOLD SUB 4 24 7 SUP Mfg. Part#: FA-X20R3-44TB 1MO,PRM,GOLD mcs-pure.cityschools.net PCHFJ222700F4 PSPFT22322254 PSPFT22322253 Electronic distribution - NO MEDIA Contract: Tennessee Pure Storage Computer Equipment-(00000000000000000000084110)	36	5971622	$1,575.00	$56,700.00

QUOTE DETAILS (CONT.)				
PURE FA-X TO X20R4-ETH FF UPG Mfg. Part#: FA-X TO X20R4-ETH FF UPG mcs-pure.cityschools.net PCHFJ222700F4 PSPFT22322254 PSPFT22322253 Contract: Tennessee Pure Storage Computer Equipment-(00000000000000000000084110)	1	8038952	$0.00	$0.00
PURE STORAGE INSTALLATION UPG SVC Mfg. Part#: PS-DP-UPISUPGDRN mcs-pure.cityschools.net PCHFJ222700F4 PSPFT22322254 PSPFT22322253 Electronic distribution - NO MEDIA Contract: Tennessee Pure Storage Computer Equipment-(00000000000000000000084110)	1	8297763	$9,870.00	$9,870.00

SUBTOTAL	$133,140.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$133,140.00**

PURCHASER BILLING INFO	DELIVER TO
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Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Contract with Tennessee Department of Finance and Administration for CyberSafeTN State and Local Cybersecurity Grant

Board Meeting Date: June 24, 2025

Department: Technology

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Murfreesboro City Schools has been awarded cybersecurity software licenses through the CyberSafeTN program, funded by the U.S. Department of Homeland Security's State and Local Cybersecurity Grant Program (SLCGP). In lieu of direct funds, the State of Tennessee will provide software licenses at no cost to the district. Licenses may be deployed upon execution of the required contract. The term of the contract is retroactive to April 2025 and runs through March 30, 2027.

Staff Recommendation

Approval of the grant contract with the Tennessee Department of Finance and Administration for the CyberSafeTN program under the State and Local Cybersecurity Grant Program.

Fiscal Impact

No cost to the district; cybersecurity program licenses are fully funded by the State through the grant award.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

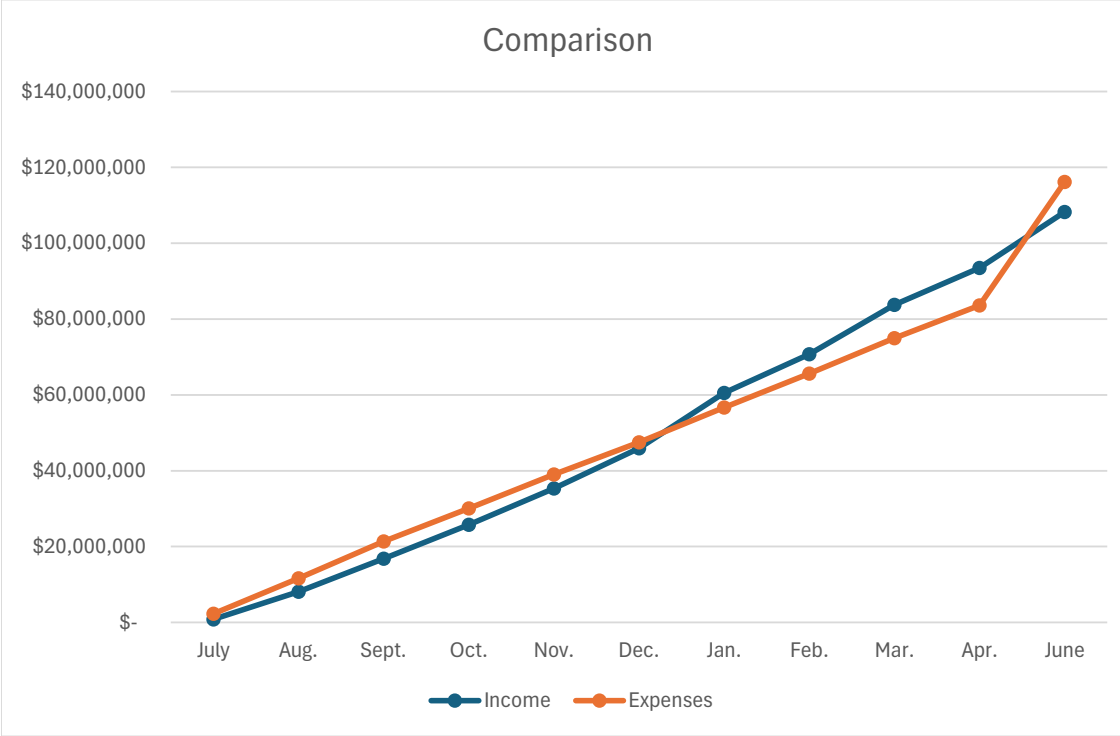
☒ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

☐ **Empowered**: Every student will be *empowered* through academic success

COMPARISON OF BUDGET TOTALS
July 1, 2024 Through April 30, 2025

TOTAL INCOME 7/1/24 - 4/30/25	**$**	**93,492,865**
TOTAL EXPENSES 7/1/24 - 4/30/25		**83,875,572**
NET INCOME 4/30/25	**$**	**9,617,293**



APRIL 2025

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	13,101,048	(1,898,952)	87.3%	15,000,000	12,880,319	(2,119,681)	85.9%
2	40210-Local Option Sales Tax	14,300,000	11,674,197	(2,625,803)	81.6%	16,700,000	12,080,158	(4,619,842)	72.3%
3	40000-41110-Other County Rev	1,761,800	1,119,750	(642,050)	63.6%	1,972,000	1,001,284	(970,716)	50.8%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	1,001,120	(174,806)	85.1%	1,621,796	1,518,298	(103,498)	93.6%
	SUBTOTAL LOCAL REVENUE	$ 32,237,726	$ 26,896,115	$ (5,341,611)		$ 35,293,796	$ 27,480,059	$ (7,813,737)	
5	46310-Project Diabetes Grant	93,900	120	(93,780)	0.1%	126,700	126,699	(1)	100.0%
6	46510-TISA	59,992,037	54,238,189	(5,753,848)	90.4%	63,477,651	57,687,899	(5,789,752)	90.9%
7	46513-TISA On-Behalf Payments	-	-	-	N/A	30,000	-	(30,000)	0.0%
8	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,326,895	687,344	(639,551)	51.8%	1,500,605	1,082,900	(417,705)	72.2%
9	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	1,779,702	-	(1,779,702)	N/A
10	46596-Paid Parental Leave	-	-	-	N/A	300,000	179,372	(120,628)	N/A
11	46610-Career Ladder Program	57,146	62,406	5,260	109.2%	51,000	44,946	(6,054)	88.1%
12	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
14	46800-46990-Safe Schools and Public School Security Grant	768,542	484,290	(284,252)	63.0%	-	-	-	N/A
	SUBTOTAL STATE REVENUES	*$ 64,090,429*	*$ 55,472,350*	*$ (8,618,079)*		*$ 67,265,658*	*$ 59,121,816*	*$ (8,143,842)*	
15	47000- Federal Funds	274,582	-	(274,582)	0.0%	468,555	136,766	(331,789)	29.2%
	SUBTOTAL FEDERAL REVENUES	*$ 274,582*	*$ -*	*$ (274,582)*		*$ 468,555*	*$ 136,766*	*$ (331,789)*	
16	49100-49800 Insurance Recovery/Indirect Costs	460,000	25,224	(434,776)	5.5%	195,000	27,305	(167,695)	14.0%
17	49810-City of Murfreesboro Allocation	7,885,103	6,570,919	(1,314,184)	83.3%	7,885,103	6,570,919	(1,314,184)	83.3%
18	49820-City TN All Corp Grant	165,435	165,435	(0)	100.0%	156,000	156,000	-	100.0%
	SUBTOTAL OPERATING TRANSFERS	*$ 8,510,538*	*$ 6,761,578*	*$ (1,748,960)*		*$ 8,236,103*	*$ 6,754,224*	*$ (1,481,879)*	

TOTAL REVENUES	*$ 105,113,275*	*$ 89,130,043*	*$ (15,983,232)*	*84.8%*	*$ 111,264,112*	*$ 93,492,865*	*$ (17,771,247)*	*84.0%*

YEAR-TO-DATE REVENUE COMPARISON

YEAR-TO-DATE EXPENDITURE COMPARISON

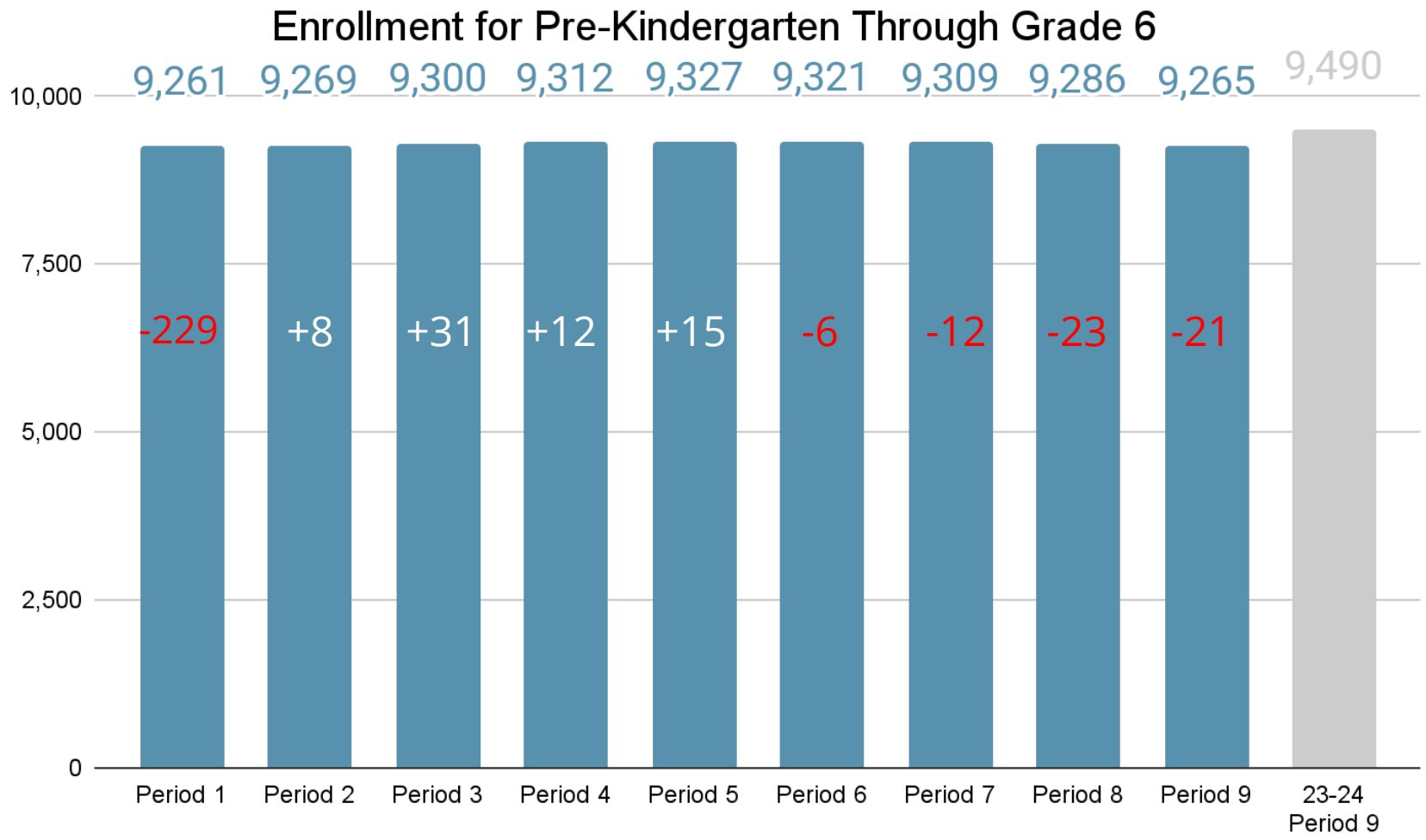
APRIL 2025 *PAGE 1*

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	40,854,970	(16,394,065)	71.4%	61,179,757	$ 43,871,961	(17,307,797)	71.7%
2	71200-Sp. Ed. Instruction	12,674,470	9,059,236	(3,615,234)	71.5%	13,930,329	10,080,758	(3,849,571)	72.4%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	128,072	(32,893)	79.6%	188,725	150,839	(37,886)	79.9%
5	72120-Health Services	1,098,216	661,649	(436,567)	60.2%	1,252,495	891,901	(360,594)	71.2%
6	72130-Guidance	3,623,785	2,638,798	(984,987)	72.8%	4,188,625	3,073,960	(1,114,665)	73.4%
7	72210-Reg. Instr. Support	2,548,064	1,844,422	(703,642)	72.4%	2,774,798	2,076,962	(697,836)	74.9%
8	72220-Sp. Ed. Support	1,999,863	1,347,098	(652,765)	67.4%	2,209,555	1,639,781	(569,774)	74.2%
9	72250-Technology	2,674,265	1,970,152	(704,113)	73.7%	2,738,190	2,137,355	(600,835)	78.1%
10	72310-Bd. Of Education	1,966,681	1,539,441	(427,240)	78.3%	2,187,020	1,830,526	(356,494)	83.7%
11	72320-Office of Supt.	440,109	319,754	(120,355)	72.7%	471,438	356,122	(115,316)	75.5%
12	72410-Office of Principal	5,703,089	4,381,284	(1,321,805)	76.8%	6,151,248	4,714,521	(1,436,727)	76.6%
13	72510-Fiscal Services	886,045	697,219	(188,826)	78.7%	885,280	726,701	(158,579)	82.1%
14	72520-Personnel Services	594,415	467,719	(126,696)	78.7%	606,845	486,088	(120,757)	80.1%
15	72610-Oper. Of Plant	6,402,482	4,441,800	(1,960,682)	69.4%	6,347,847	4,564,282	(1,783,565)	71.9%
16	72620-Maint. Of Plant	4,608,543	2,542,488	(2,066,055)	55.2%	3,481,108	2,180,724	(1,300,384)	62.6%
17	72710-Pupil Transp.	4,544,354	2,955,066	(1,589,288)	65.0%	5,457,902	3,748,163	(1,709,739)	68.7%
18	73300-Community Service	522,655	396,813	(125,842)	75.9%	507,561	349,804	(157,757)	68.9%
19	73400-Early Childhood Educ.	1,108,368	791,555	(316,813)	71.4%	1,154,547	798,822	(355,725)	69.2%
20	76100-Reg. Cap. Outlay	171,872	142,005	(29,867)	82.6%	3,243,219	40,793	(3,202,426)	1.3%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	155,510	(62,100)	71.5%	217,601	155,510	(62,091)	71.5%
	TOTALS	*109,194,886*	*77,335,049*	*$ (31,859,837)*	*70.8%*	*119,174,090*	*83,875,572*	*$ (35,298,518)*	*70.4%*

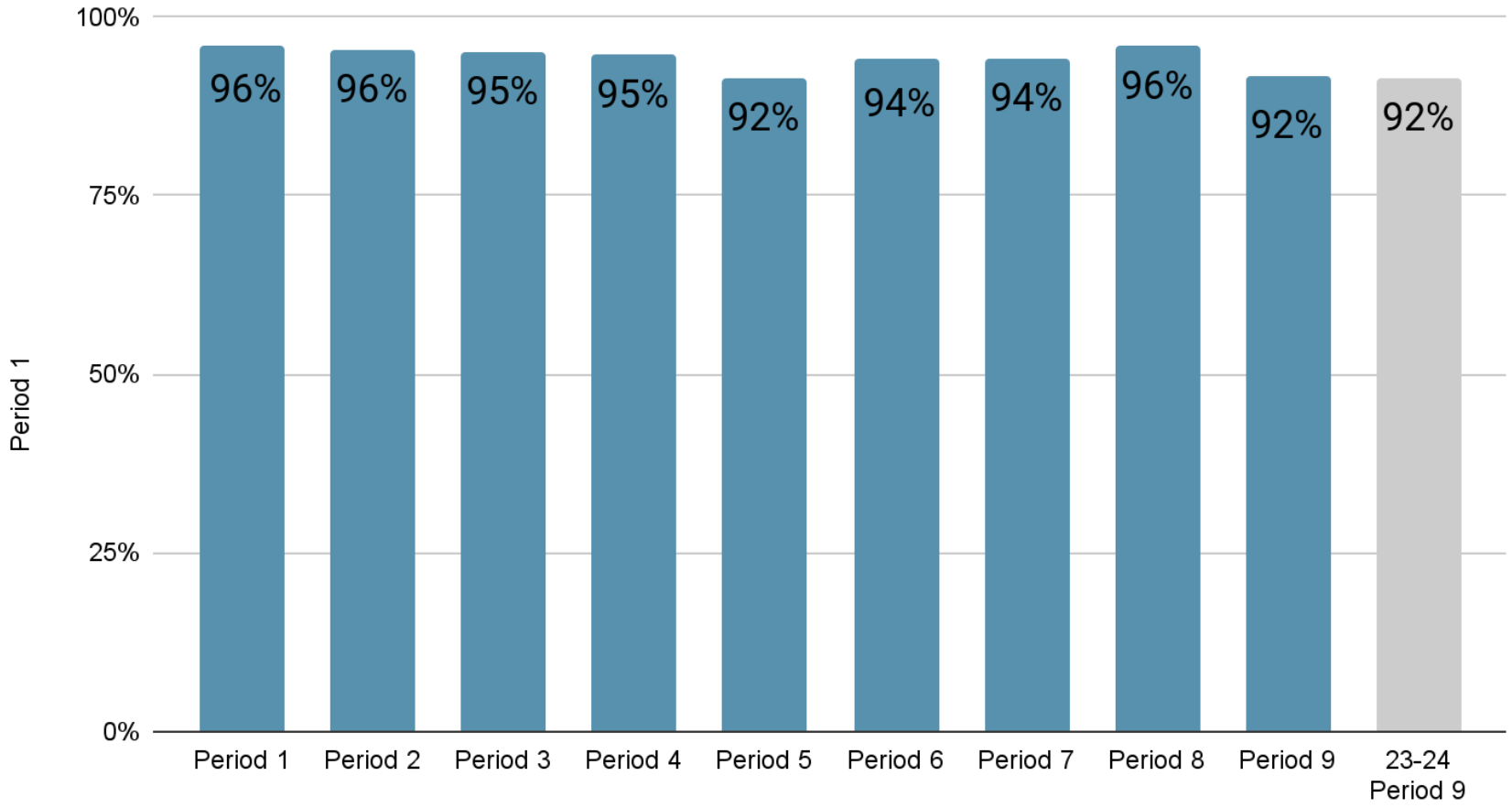
Period 9

Enrollment Update

May 13 - May 29, 2025


Enrollment for Pre-Kindergarten Through Grade 6
9,261
9,269
9,300
9,312
9,327
9,321
9,309
9,286
9,265
9,490
10,000
7,500
5,000
2,500
0
-229
+8
+31
+12
+15
-6
-12
-23
-21
Period 1
Period 2
Period 3
Period 4
Period 5
Period 6
Period 7
Period 8
Period 9
23-24 Period 9

Rounded Average Daily Attendance Rate



Year End Average Daily Attendance Percentage

94.5% Year End

No percentage change from last year

+4.8% from previous Period 8 in 2025

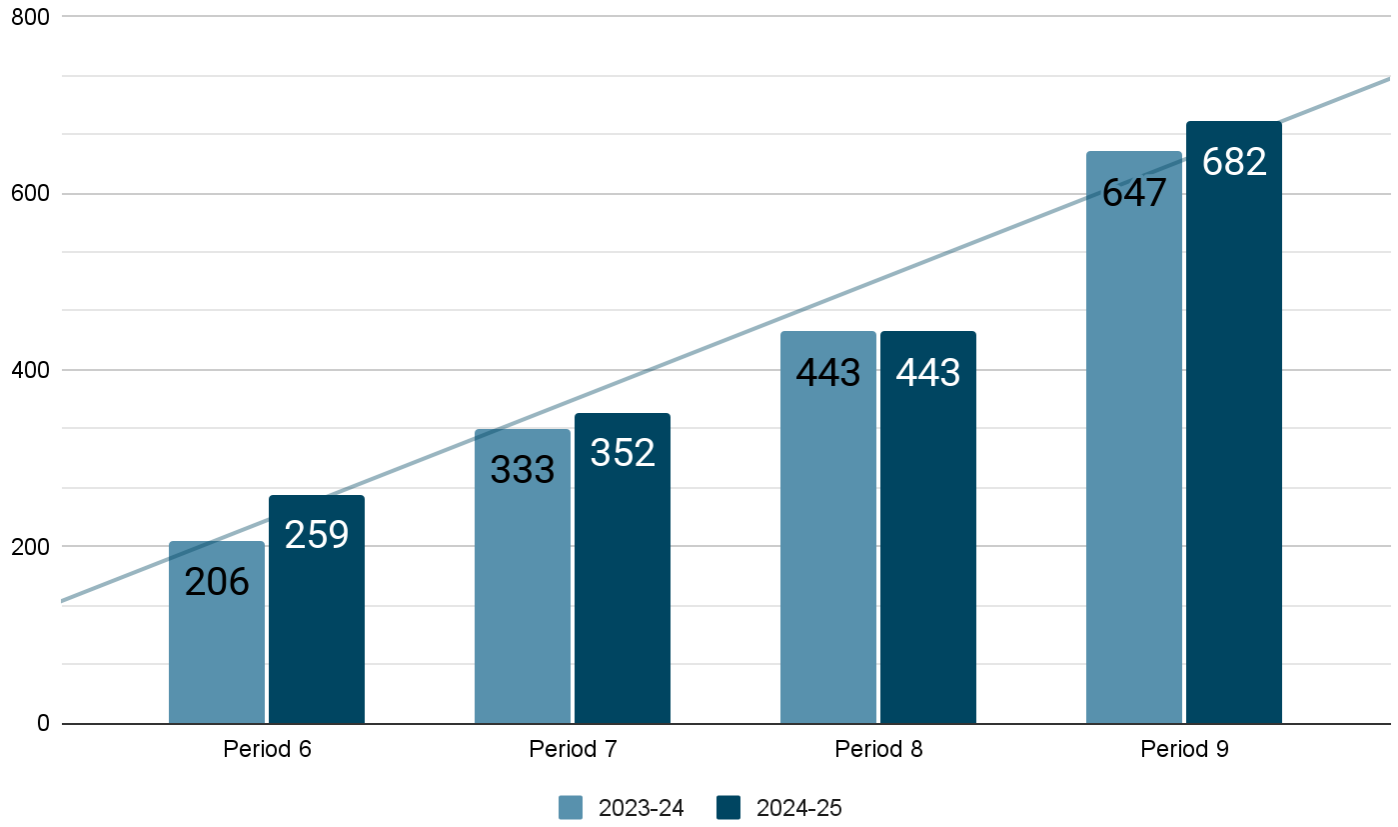
+0.3% from Period 9 in 2024

Significant mentions:

All schools were between 92.8% - 95.7%

Truancy

10+ Days Unexcused Absences



Year End Truancy

10+ Days Unexcused Absences

682 Students or 8%

This is a 1% increase from last year.

+239 students from previous Period 8 in 2025

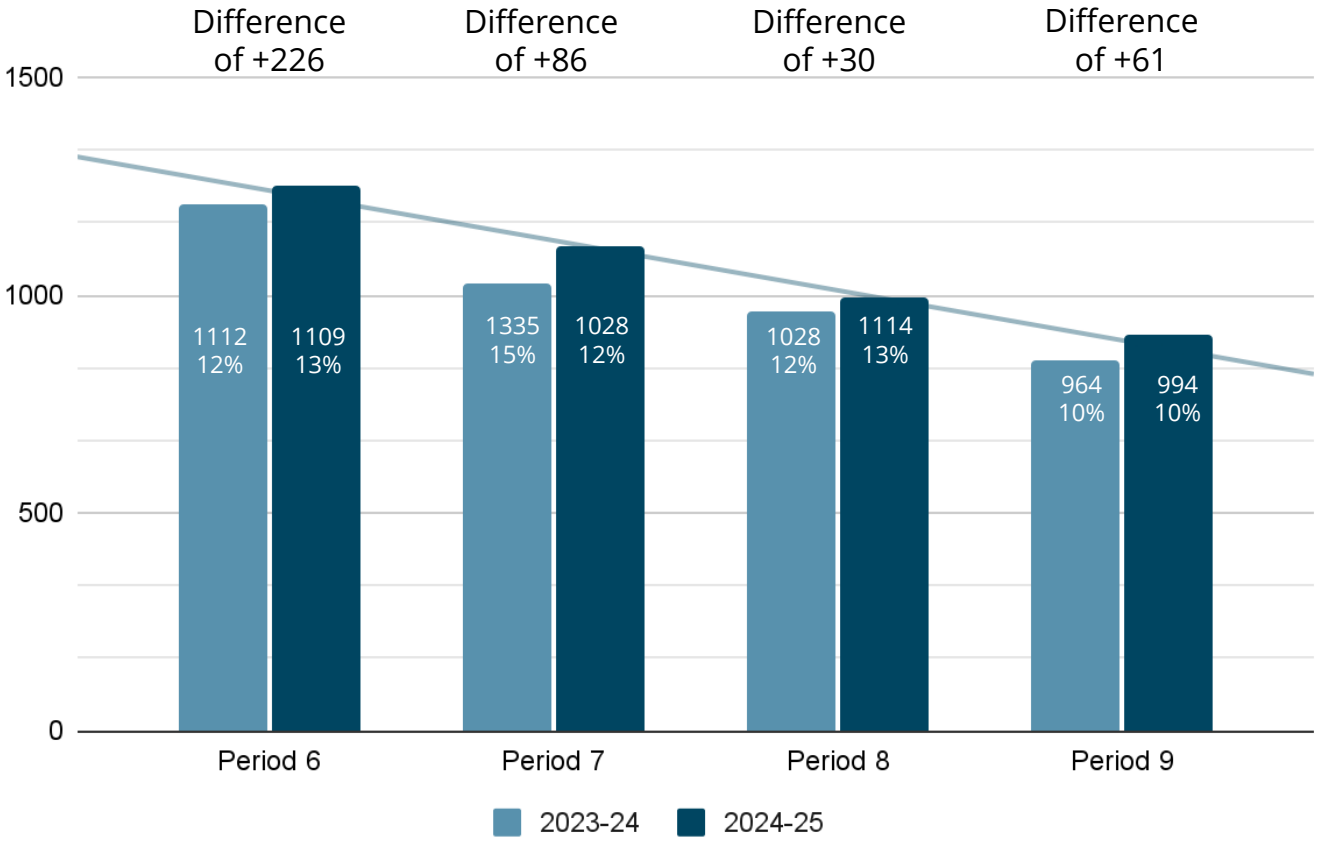
+35 students from Period 9 in 2024

Significant mentions:

Erma Siegel was the only school with a decrease. A 53% decrease from 32 to 15 students.

Chronic Absenteeism

Missing 10% or more (Excused and Unexcused



Unofficial Chronic Absenteeism

18+ Days Excused and Unexcused Absences

912 students or 10%

+82 students from previous Period 8 in 2025

+61 students from Period 9 in 2024

Significant mentions:

Schools with honor mentions:

-18% at Erma Siegel

-9% at Northfield

-5% at John Pittard

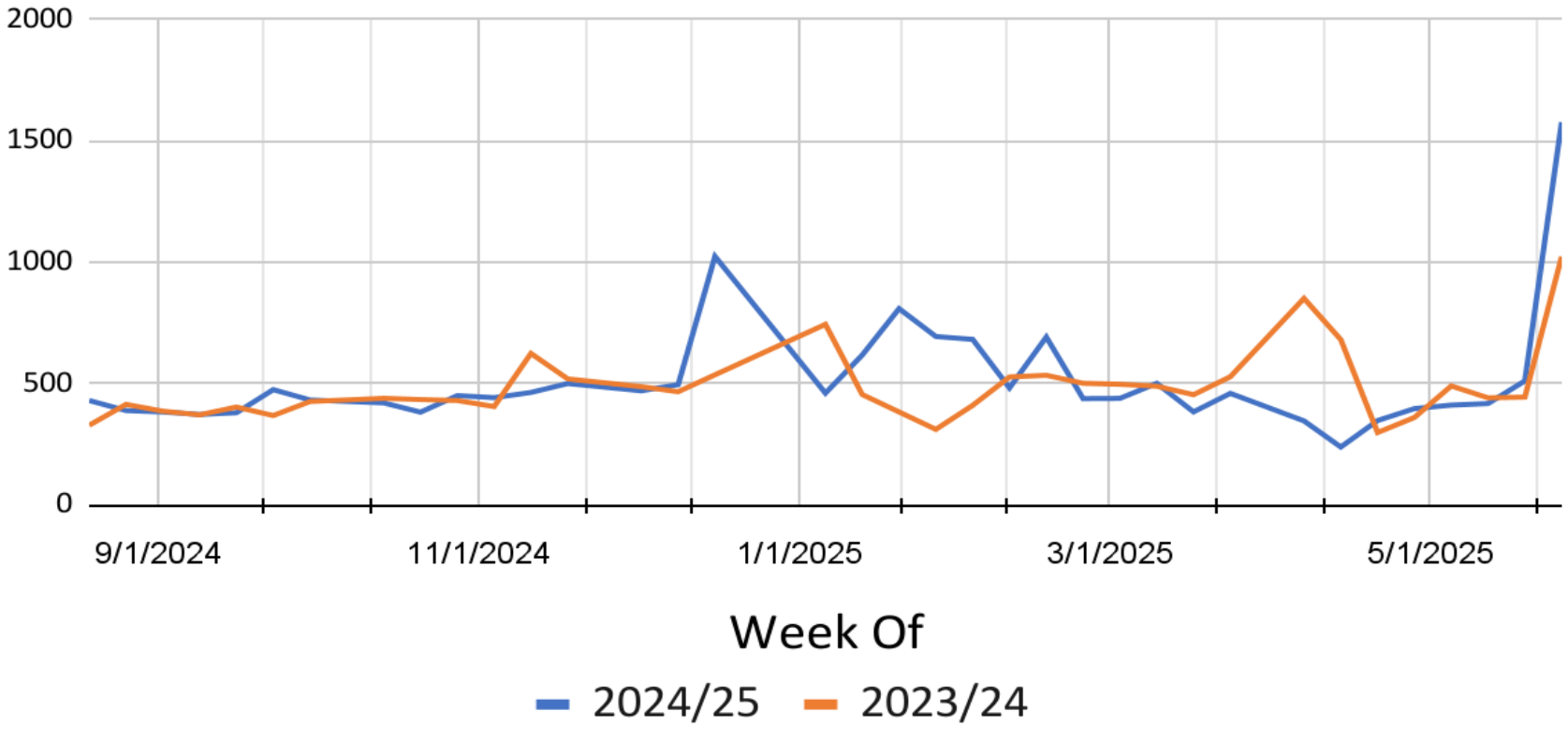
-4% at Hobgood

+1% at Cason Lane

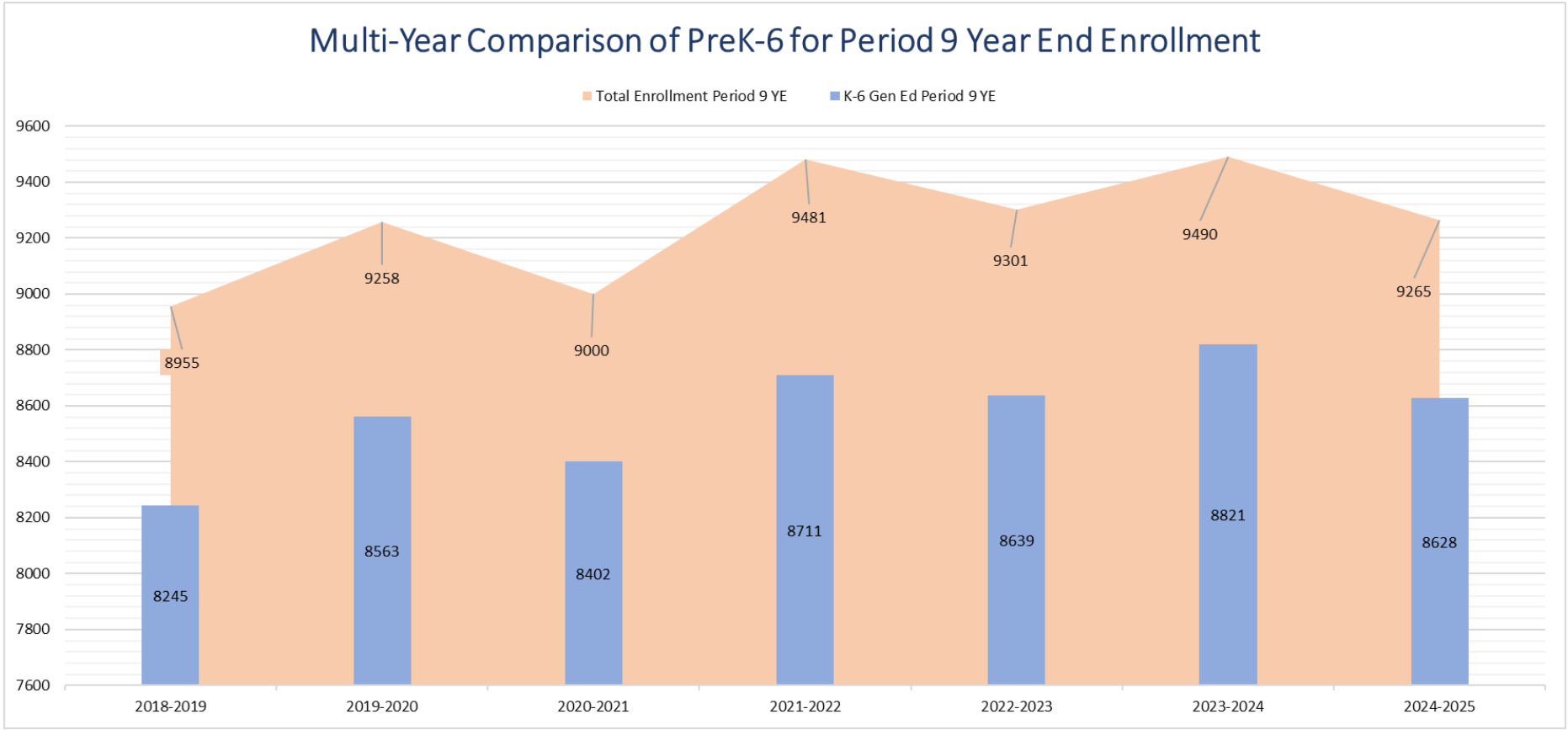
+1% at Salem

Regular Education Pupil-Teacher Ratio (PTR)	Pupils	Teachers	PTR	PTR % Change from Previous Period
Kindergarten through 3rd Grade	5,562	300	18.53	-0.03
4th Grade through 6th Grade	3,066	163	18.81	0
District Totals	8,628	463	18.63	-0.1

Two-Year Comparison: Approximate Average Daily Absences



	2024/25	2023/24
Approx. Annual Avg.	481 students	540.73 students


Multi-Year Comparison of PreK-6 for Period 9 Year End Enrollment
Total Enrollment Period 9 YE
K-6 Gen Ed Period 9 YE
9600
9400
9200
9000
8800
8600
8400
8200
8000
7800
7600
8955
9258
9000
9481
9301
9490
9265
8245
8563
8402
8711
8639
8821
8628
2018-2019
2019-2020
2020-2021
2021-2022
2022-2023
2023-2024
2024-2025

Questions

Enrollment Period 9 -05/13/2025 - 05/29/2025

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 8
Black Fox	808	40			29			877	0
Bradley	342							342	0
Cason Lane	672	73	42	18	33			838	(10)
Discovery	387							387	0
Erma Siegel	791		18	12	23		3	847	(4)
Hobgood	636				11			647	0
John Pittard	729	40	15	12	20			816	0
Mitchell-Neilson	527	37	15	10		28		617	(5)
Northfield	607	40	8	6	26			687	0
Overall Creek	942				16			958	0
Reeves-Rogers	337				14			351	(2)
Salem	937				19			956	0
Scales	913				29			942	0
								9265	(21)

Totals	8628	230	98	58	220	28	3	9265
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
TISA Funded	8628				220	28	3	8879
Non-TISA Funded		230	98	58				

Total Growth Over Period 9 23-24	
Period 9 2023-2024 ----------	9490
Growth from 23-24 to 24-25 ---	-225

TISA Funded Growth Over Period 9 23-24	
Period 9 2023-2024 ----------	9064
Growth from 23-24 to 24-25 ---	-185

TISA Funded Growth by Reporting Period	
Period 9 2023-2024 ----------	9064
Growth from 23-24 to 24-25 ---	-185

Average Attendance Percentage
91.8%

PTR Period 9 -05/13/2025 - 05/29/2025

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6	Gain/Loss from Per 8
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio		
Black Fox	135	7	19.29	115	6	19.17	118	6	19.67	142	8	17.75	510	27	**18.89**	107	6	17.83	106	5	21.20	85	4	21.25	298	15	**19.87**	**808**	0
Bradley	52	3	17.33	49	3	16.33	56	3	18.67	49	3	16.33	206	12	**17.17**	43	3	14.33	56	3	18.67	37	2	18.50	136	8	**17.00**	**342**	0
Cason Lane	99	6	16.50	110	6	18.33	122	7	17.43	116	6	19.33	447	25	**17.88**	91	5	18.20	104	6	17.33	30	2	15.00	225	13	**17.31**	**672**	0
Discovery	60	3	20.00	59	3	19.67	59	3	19.67	59	3	19.67	237	12	**19.75**	64	3	21.33	66	3	22.00	20	1	20.00	150	7	**21.43**	**387**	0
Erma Siegel	117	7	16.71	132	7	18.86	126	7	18.00	152	8	19.00	527	29	**18.17**	127	6	21.17	137	7	19.57				264	13	**20.31**	**791**	(4)
Hobgood	94	5	18.80	108	6	18.00	99	5	19.80	92	5	18.40	393	21	**18.71**	104	5	20.80	86	4	21.50	53	3	17.67	243	12	**20.25**	**636**	0
John Pittard	96	5	19.20	114	7	16.29	119	6	19.83	119	6	19.83	448	24	**18.67**	110	6	18.33	111	6	18.50	60	3	20.00	281	15	**18.73**	**729**	0
Mitchell-Neilson	90	5	18.00	76	5	15.20	101	5	20.20	74	4	18.50	341	19	**17.95**	81	5	16.20	73	4	18.25	32	2	16.00	186	11	**16.91**	**527**	(3)
Northfield	103	5	20.60	95	5	19.00	96	5	19.20	100	6	16.67	394	21	**18.76**	78	5	15.60	103	5	20.60	32	2	16.00	213	12	**17.75**	**607**	0
Overall Creek	129	7	18.43	166	8	20.75	151	8	18.88	176	9	19.56	622	32	**19.44**	163	8	20.38	157	8	19.63				320	16	**20.00**	**942**	0
Reeves-Rogers	72	4	18.00	53	4	13.25	50	3	16.67	54	3	18.00	229	14	**16.36**	53	4	13.25	55	3	18.33				108	7	**15.43**	**337**	(2)
Salem	141	8	17.63	129	7	18.43	156	8	19.50	170	8	21.25	596	31	**19.23**	151	8	18.88	153	8	19.13	37	2	18.50	341	18	**18.94**	**937**	0
Scales	144	8	18.00	142	8	17.75	161	8	20.13	165	9	18.33	612	33	**18.55**	135	8	16.88	166	8	20.75				301	16	**18.81**	**913**	1
	Kindergarten			1st Grade			2nd Grade			3rd Grade						4th Grade			5th Grade			6th Grade							
Totals by Grade	1332	73	18.25	1348	75	17.97	1414	74	19.11	1468	78	18.82				1307	72	18.15	1373	70	19.61	386	21	18.38				**8628** Total K-6	(8)

Regular Education PTR	Pupils	Teachers	PTR
Kindergarten thru Third Grade ----------	5562	300	18.54
Fourth Grade thru Sixth Grade ---------	3066	163	18.81
District Totals	8628	463	18.63

TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	1	-	1	-	3	1	6	5	10	6	14	9	16	16	22	20	36	22
Bradley	1	-	1	1	3	1	3	1	6	1	10	5	17	7	20	9	22	12
Cason Lane	1	-	2	1	5	4	11	6	19	18	20	29	33	55	45	65	64	87
Discovery	-	-	-	-	-	-	1	-	2	1	2	-	-	1	2	1	4	1
Erma Siegel	-	-	-	-	-	-	2	1	6	5	6	7	6	15	8	21	15	32
Hobgood	-	-	1	1	2	-	7	7	31	15	46	20	57	33	70	41	99	64
John Pittard	3	1	7	2	14	6	19	14	40	28	55	40	71	58	82	74	107	103
Mitchell-Neilson	-	-	-	-	4	3	5	12	17	21	25	25	34	42	37	54	63	85
Northfield	1	-	1	2	1	3	2	3	8	4	8	5	10	11	12	21	34	43
Overall Creek	-	-	-	4	-	2	-	2	1	4	-	4	2	4	8	6	22	14
Reeves-Rogers	-	1	2	2	3	6	8	10	22	18	19	20	27	24	35	39	53	53
Salem	-	-	4	1	7	4	17	10	29	21	37	35	47	54	57	69	94	86
Scales	-	-	-	-	1	2	3	4	11	7	17	7	32	13	45	23	69	45
Total Students	7	2	19	14	43	32	84	75	202	149	259	206	352	333	443	443	682	647

Chronic Absenteeism = missing 10% or more (Excused and Unexcused)

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14 + days)		Period 8 (16+ days)		Period 9 (18+ days)	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	161	170	132	129	87	97	108	100	124	98	121	91	101	91	97	86	86	73
Bradley	63	75	39	49	28	38	44	29	46	32	47	34	43	33	38	29	36	26
Cason Lane	146	161	134	113	84	100	96	103	120	109	106	93	99	100	99	96	87	86
Discovery	51	30	32	16	19	10	23	14	24	16	22	12	15	10	14	8	10	5
Erma Siegel	107	109	72	71	37	55	59	47	77	49	68	58	50	49	39	44	31	38
Hobgood	152	151	116	119	76	130	109	123	146	133	134	121	123	123	110	117	104	108
John Pittard	168	142	117	112	85	101	102	100	133	95	113	91	102	97	79	96	77	81
Mitchell-Neilson	167	136	140	120	109	117	120	116	135	114	128	107	117	109	106	99	98	90
Northfield	132	126	94	113	62	89	78	73	104	78	90	72	82	71	66	72	64	70
Overall Creek	153	163	111	111	82	92	89	95	85	93	91	74	79	69	71	61	63	49
Reeves-Rogers	105	78	84	67	73	66	73	67	95	68	83	66	80	60	75	56	70	53
Salem	162	141	120	114	79	107	94	97	106	95	106	94	99	99	83	91	80	79
Scales	187	153	163	141	101	138	117	133	140	129	145	115	124	117	117	109	106	93
District Total	1754	1635	1354	1275	922	1140	1112	1097	1335	1109	1254	1028	1114	1028	994	964	912	851
Internal %	20%	19%	15%	14%	10%	13%	13%	12%	15%	13%	14%	12%	13%	12%	11%	11%	10%	10%

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Director's Evaluation Results

Board Meeting Date: June 24, 2025

Department: Director's Office

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☐
Reports and Information	☒

Requires City Council Approval: Yes ☐ No ☒

Summary
Two components of the Director's annual evaluation have been completed. The Board observational data yielded a total mean score of 4.79, resulting in an evaluation score of 1.58. The administrator survey produced a total mean score of 4.95, corresponding to an evaluation score of 1.63. The final portion of the evaluation will be calculated once achievement and testing data are received from the Tennessee Department of Education.

Staff Recommendation
No recommended action; for informational purposes only.

Fiscal Impact
Not applicable

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
☒ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.
☐ **Empowered**: Every student will be *empowered* through academic success

EVALUATION SUMMARY
DIRECTOR OF SCHOOLS 2024-2025 EVALUATION

Overview:

This report provides a summary of the Director of Schools' evaluation data for the 2024-2025 school year. The results reflect continued excellence in leadership performance, with high ratings across all domains and strong positive feedback from both the Board and leadership staff.

Board Observational Data

Performance Standard	2024–2025 Mean Score
Vision	4.81
Instructional Leadership	4.77
Organizational Management	4.77
Communications/Community Relations	4.68
Professionalism	4.79
Governance/Board Relations	4.89
Total Mean Score	4.79
Evaluation Score: Total Mean Score × 33%	**1.58**

Administrator Survey Results

Total Number of Responses	23
Mean Score (Questions 1–20)	4.95
Evaluation Score: Total Mean Score × 33%	**1.63**

Summary of Evaluation Scores

Component	2024-2025 Scores
Board Observational Evaluation	1.58
Administrator Survey	1.63
Combined Total Score	**3.21**