**Board of Education Regular Meeting** September 24, 2024 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 a Cason Lane PreK student, Alyssa Baltz, whose mother teaches 3rd grade at Salem Elementary, along with sisters, Elizabeth and Elise Thomas, students at Erma Siegel Elementary.	
B. Moment of Silence	
Procedural Item II. APPROVAL OF AGENDA	Chair Butch Campbell
Action Item	Chan Baten Campoen
III. COMMUNICATIONS Information Item The City Schools Foundation funded 50 teacher grants totaling over \$72,000. Grants ranged from \$125 to \$5,997 with grants averaging \$1,451. The Foundations upcoming Doubles Tennis Tournament and Pickleball is scheduled for November 8-10.  Parent Academies are off to a great start. Thank you to RedStone Federal Credit and to Linebaugh Library for serving as our hosts sites for our Parent Academies in September. The next Parent Academy is on Dealing with Anxiety and will be offered via zoom.	Mrs. Lisa Trail
Read to Succeed had a hugely successful reading in the schools day. We are grateful for our partnership with them. Additionally, Read to Succeed has partnered with our Parent Academy to offer an ESL Parent Conversation Hour at Cason Lane. This is an opportunity for parents to come together for six weeks to work on conversational English skills.	
Thursday, October 17 is Crunch Day in Tennessee. Our nutrition team will be distributing golden delicious apples from Oren Wooden Apple House in Dayton TN to all students.	
Thank you to Jeff Murphy, the owner of Domenico's Italian Deli for his \$250 donation to our McKinney-Vento fund.	
Cason Lane PreK would like to thank Publix on Veteran's Parkway for donating all of their extra school supplies to our students and teachers!	
Bradley Academy wants to extend our gratitude to City Church for their ongoing support of our school and students! They provided 2 meals during Teacher Inservice Week and sponsored a Back 2 School Bash on August 18th at City Church. Lastly, they provided all of Bradley's staff members with water tumblers!"	
First Baptist Church donated a generous amount of food to help support our	

Deduced	
Backpack program and is also organizing a food drive with their congregation next month. We are thankful for this amazing partnership.	
Thanks to our new community partner H3 Church who donated 15 boxes of school supplies to our Teacher Supply Closet.	
Thank you to Crumble Cookies and Culvers for supporting our staff recognition programs.	
A. Presentation of the Board of Distinction Plaque	Mr. Steve Haley, Mid-
Procedural Item	Cumberland Dir
B. The Best of MCS-Mr. Lance Pearcy Procedural Item	Dr. Trey Duke
C. Recognition of Prek EAs-CDA Certification-Janice Ward and Tammy Dixon Procedural Item	Dr. Trey Duke
D. Recognition of Bus Driver-Ms. Millie Rodriguez Procedural Item	Dr. Trey Duke
E. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 9/10 Board Meeting/Work Session Minutes Consent Item	
B. Approval of Student Field Trip Fees Consent Item	
C. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Committee Assignments Action Item	Dr. Trey Duke
B. Approval of Contract-Sport Court-MNE and Reeves Rogers Action Item	Dr. Trey Duke
C. Approval of Budget Amendment-FY25 General Purpose Fund 141 Substitute Teacher Split Action Item	Dr. Trey Duke
D. Approval of Budget Amendment-FY25 General Purpose Fund 141 Donations Action Item	Dr. Trey Duke
E. Approval of Board Policy 1.102 Board Members Legal Status on First Reading Action Item	Ms. Lauren Bush
F. Approval of Board Policy 1.103 Board Evaluations, on Second Reading Action Item	Ms. Lauren Bush
G. Approval of the Capital Improvement Plan Update Action Item	Dr. Trey Duke
H. Approval of August Revenue and Expenditure Reports Action Item	Mr. Daniel Owens
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell

A. Personnel Report Information Item	Dr. Maria Johnson
B. Enrollment (PTR) Report Information Item	Mr. Ken Rocha
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**

September 10, 2024 5:00 PM MCS Administrative Offices

I. INDUCTION OF BOARD MEMBERS: Jeanette Price	Vice Mayor Bill Shacklett
David Settles	
Jimmy Richardson III	
Butch Campbell Procedural Item	
Mr. Bill Shacklett administered the oaths to Mrs. Jeanette Price, Mr. Jimmy Richardson III, and	
Mr. David Settles. Mr. Campbell was absent, but will be sworn in at the next meeting.	
II. CALL TO ORDER	Chair Butch Campbell
Procedural Item	1
<b>Present:</b> Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles, <b>Absent:</b> Mr. Butch Campbell, Ms. Karen Dodd. (arrived at 5:56 p.m.) In attendance: Dr. Trey Duke, Kim Fischer, Maria Johnson, Cynthia Hopkins, Andy Taylor,	
Jenny Ortiz, Lisa Trail, Tori Carr, Daniel Owens, Don Bartch, Sia Phillips, Sheri Arnette, Sandy Scheele.	
Assistant City Attorney Lauren Bush and City Liaison Mr. Bill Shacklett	
A. Pledge of Allegiance	
Procedural Item	
The Pledge of Allegiance was led by Ms. Barbara Long.	
B. Moment of Silence	
Procedural Item	
Vice Chair Jimmy Richardson asked that we remember our Board Chair, Mr. Butch Campbell,	
as he had surgery earlier in the day.	
III. ELECTION OF BOARD CHAIR AND VICE-CHAIR	Ms. Lauren Bush
Procedural Item	
Ms. Bush explained the process for electing a Board Chair and Vice Chair as well as stated the	
portion of the law that applied to this process.	
Mr. Jimmy Richardson nominated Mr. Butch Campbell for Board Chair. Mr. David Settles seconded the nomination. A roll call vote was taken:	
Karen Dodd-absent during this part of the meeting	
Barbara Long-Butch Campbell	
Amanda Moore-Butch Campbell	
Jeanette Price-Butch Campbell	
Jimmy Richardson-Butch Campbell	
David Settles-Butch Campbell	
Butch Campbell-absent	
Mr. Campbell received 5 votes and was elected Board Chair for the 2024-2025 school year.	
Mr. David Settles nominated Mr. Jimmy Richardson for Vice Chair. Mr. Richardson declined.	
Mr. Richardson nominated Ms. Amanda Moore for Vice Chair. Mr. David Settles seconded the nomination. A roll call vote was taken:	
Karen Dodd-absent during this part of the meeting	
Barbara Long-Amanda Moore	
Amanda Moore-Amanda Moore	

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Jeanette Price-Amanda Moore	
Jimmy Richardson-Amanda Moore	
David Settles-Amanda Moore	
Butch Campbell-absent	
Ms. Moore received 5 votes and was elected Vice Chair for the 2024-2025 school year.	
IV. APPROVAL OF AGENDA	Chair Butch Campbell
Action Item	1
Motion to approve the agenda. This motion, made by Mr. David Settles and seconded by Ms.	
Barbara Long, passed.	
Yea: 5, Nay: 0, Absent: 2	
V. PUBLIC COMMENT	Chair Butch Campbell
Procedural Item	1
VI. CONSENT ITEMS	Chair Butch Campbell
Consent Agenda	
Motion to remove approve board policy 1.102. This motion, made by Mr. Jimmy Richardson	
III and seconded by Mr. David Settles, passed.	
Yea: 5, Nay: 0, Absent: 2	
A. Approval of 8-13-24 Board Minutes	
Consent Item	
B. Minor Changes to Board Policies	
Consent Item	
i. Approval of Board Policy 1.101 Role of the Board of Education on First and Final Reading	
Consent Item	
ii. Approval of Board Policy 1.102 Board Members Legal Status on First and Final Reading	
Consent Item	
iii. Approval of Board Policy 1.106-Code of Ethics on First and Final Reading	
Consent Item	
iv. Approval of Board Policy 1.205-Board-Director Relations on First and Final Reading	
Consent Item	
v. Approval of Board Policy 1.300 Board Committees on First and Final Reading	
Consent Item	
vi. Approval of Board Policy 1.401 Public Participation in Board Meetings on First and Final	
Reading	
Consent Item	
vii. Approval of Board Policy 1.402 Notification of Meetings on First and Final Reading	
Consent Item	
viii. Approval of Board Policy 1.600 Policy Development and Adoption on First and Final	
Reading Consent Item	
ix. Approval of Board Policy 1.804 Drug Free Workplace on First and Final Reading Consent Item	
x. Approval of Board Policy 2.402 Investment Earnings on First and Final Reading	
x. Approval of Board Poncy 2.402 Investment Earnings on First and Final Reading  Consent Item	
xi. Approval of Board Policy 5.1061 Employment of Retirees on First and Final Reading	
Consent Item	
C. Second Reading of Board Policies	
Consent Item	
i. Approval of Board Policy 1.104, Memberships, on Second Reading	
Consent Item	
ii. Approval of Board Policy 1.108, Nepotism, on Second Reading	

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Company Items	
Consent Item  iii. Approval of Board Policy 1.204, Board Member Development Opportunities, on Second	
Reading	
Consent Item	
iv. Retirement of Board Policy 2.,4001, Federal School Meal Program, on Second Reading	
Consent Item	
v. Retirement of Board Policy 1.6011, Administration in the Absence of Policy, on Second	
Reading	
Consent Item	
D. Approval of Contract-For the Purchase of 20 Ram Promaster 3500 High Roof Van	
Consent Item	
E. Approval of Contract-Skyward Student Core Base Functionality Software	
Consent Item	
VII. ACTION ITEMS	Chair Butch Campbe
Action Item	
A. Approval of Board Policy 3.204, Threat Assessment Team, on Second Reading	Ms. Lauren Bu
Consent Item	
Motion to approve Board Policy 3.204, Threat Assessment Team, on Second Reading. This	
motion, made by Ms. Amanda Moore and seconded by Mr. David Settles, passed.	
Yea: 5, Nay: 0, Absent: 2	
B. Approval of Board Policy 1.103 Board Evaluations, on First Reading	Ms. Lauren Bu
Action Item	
Motion to approve Board Policy 1.103 Board Evaluations, on First Reading. This motion, made	
by Mr. David Settles and seconded by Ms. Barbara Long, passed.	
Yea: 5, Nay: 0, Absent: 2	
Amanda Moore stated that there are some things that the Board doesn't do as far as	
evaluations. She said that they do self evaluations, but get no compilation of results, but they don't necessarily develop goals each year. Ms. Bush explained that the goals refer to the	
strategic plan process that the Board approves annually, so that is sufficient; however, Ms. Bush	
said that she could take the policy back and modify it on second reading at the next	
meeting. Dr. Duke added that, in the future, the Board will receive a copy of the evaluations	
that are sent to TSBA.	
Mr. Richardson said that he would like to see this policy modified in accordance with the	
model policy from TSBA as far as the Board's commitment to these evaluations and brought	
back on second reading. Mr. Settles agreed.	
This policy will be brought back with changes as an action item on second reading at the	
September 24th meeting.	
C. Approval of Budget Amendment-TDOE State Special Education Preschool Grant	Dr. Trey Du
Action Item	
Motion to approve Budget Amendment-TDOE State Special Education Preschool Grant. This	
motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed.	
Yea: 5, Nay: 0, Absent: 2 Amanda Moore asked if this grant was recurring. Dr. Duke explained that the state started this	
grant last year and that we can carry over fund just this one year. He said that we are very	
thankful for the \$317,000.00 in IPK funds, but the cost is just short of 2.2 million, so there is	
still a shortfall of 1.8 million; therefore, public education is not fully funded.	
D. Approval of Budget Amendment-GP Fund 141-Director's Salary	Dr. Trey Du
Action Item	
11 0	

Yea: 5, Nay: 0, Absent: 2	
E. Approval of Budget Amendment-FY25 ESSER 3.0 Budget	Dr. Trey Duke
Action Item	
Motion to approve Budget Amendment-FY25 ESSER 3.0 Budget. This motion, made by Ms.	
Amanda Moore and seconded by Ms. Barbara Long, passed.	
Yea: 5, Nay: 0, Absent: 2	
F. Approval of Budget Amendment-ARP Homeless	Dr. Trey Duke
Action Item	
Motion to approve Budget Amendment-ARP Homeless. This motion, made by Ms. Barbara	
Long and seconded by Ms. Amanda Moore, passed.	
Yea: 5, Nay: 0, Absent: 2	
G. Approval of Budget Amendment-Special Education Access for All Learning Network (AALN)	Dr. Trey Duke
K-8	
Action Item	
Motion to approve Budget Amendment-Special Education Access for All Learning Network	
(AALN) K-8. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long,	
passed.	
Yea: 5, Nay: 0, Absent: 2	
Amanda Moore mentioned that since this is the second year of AALN, she asked how it went	
the first year. Sheri Arnette explained that this collaboration between gen ed and sped teachers	
was great. She said that when Dr. Duke had round table discussions with teachers this past	
year, AALN received rave reviews. She said that the teachers will continue to work together.	D. T D.1-
H. Approval of Budget Amendment-FY25 21st CCLC Grant Action Item	Dr. Trey Duke
Motion to approve Budget Amendment-FY25 21st CCLC Grant. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed.	
Yea: 5, Nay: 0, Absent: 2	
I. Approval of Budget Amendment-TDOE Voluntary Pre-K	Dr. Trey Duke
Action Item	Di. Ticy Dake
Motion to approve Budget Amendment-TDOE Voluntary Pre-K. This motion, made by Mr.	
David Settles and seconded by Ms. Barbara Long, passed.	
Yea: 5, Nay: 0, Absent: 2	
J. Approval of Budget Amendment-Title III Immigrant	Dr. Trey Duke
Action Item	
Motion to approve Budget Amendment-Title III Immigrant. This motion, made by Ms. Barbara	
Long and seconded by Mr. David Settles, passed.	
Yea: 5, Nay: 0, Absent: 2	
K. Approval of Contract-Reapproval of Palmer Hamilton Designs for Discovery School and	Dr. Trey Duke
Mitchell Neilson Schools	
Action Item	
Motion to approve Contract-Reapproval of Palmer Hamilton Designs for Discovery School and	
Mitchell Neilson Schools. This motion, made by Mr. David Settles and seconded by Mrs.	
Jeanette Price, passed.	
Yea: 5, Nay: 0, Absent: 2	
VIII. WORK SESSION	Chair Butch Campbell
Information Item	
A. Review of the 2024-2025 Organizational Chart	Dr. Trey Duke
Information Item	
Dr. Duke reviewed the 2024-2025 Organizational Chart with the Board.	
B. MCS By the Numbers	Dr. Trey Duke
Information Item	

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Dr. Duke shared MCS By the Numbers with the Board and explained the increases and decreases in several areas.	
There was discussion regarding the increase in the number of ELL students. David Settles asked if we expect that enrollment to continue to rise. Dr. Duke explained that the ELPA test is	
qualifying more students because we are now testing areas in the assessments that have previously been tested during $2^{nd}$ semester.	
C. Enrollment Update	Dr. Trey Duke
Information Item	
Dr. Duke shared enrollment data with the Board. He reviewed the numbers from the recently opened charter school and the number of students that left our district but have re-enrolled after the first month. Dr. Duke said that trends are that we are becoming more diverse, and we are closely monitoring our enrollment. He added that for the 2024-2025 school year, 8.8% of K-6	
students are on zone waivers. He said that 36% of Bradley students are on zone waivers. He told the Board that Mr. Rocha would also review the enrollment report with the Board at the September 24th meeting.	
D. Certified Employee Data 2024-2025	Ms. Maria Johnson
Information Item	
Maria Johnson shared the certified employee data with the Board. She handed out a booklet with detailed information as far as new hires by location, new hire demographics, transfers, end of year terminations, and exit survey results.	
When discussing one of the exit interview questions regarding negative working conditions, Ms. Moore asked if those employees were at one particular school. Dr. Johnson said that she would find out and let her know.	
David Settles asked what the percentage of teachers was that live in Murfreesboro. Dr. Johnson said that she would also find out that information and get that to the Board.	
Barbara Long said that the temperament of the schools is so very welcoming.	
Dr. Johnson stated that after reviewing the exit interview results, her team will be working on clarity of services provided for new teachers this year as well as focusing on teacher retention and providing leadership opportunities.	
E. Insurance Update	Dr. Trey Duke
Information Item	
Dr. Duke's PowerPoint covered the changes in insurance. He said that the state rate is increasing by 5.9% and 55% of our employees will see an increase of less than 5 dollars per month, which will make us very competitive. He said that we will continue to offer two zero-	
cost employee-only plans as well. He added that an additional 19% of our employees will only see an increase between 5 and 14 dollars a month. Dr. Duke was excited to let the Board know that over the past three years, we have cut the cost of insurance, added plans, and now have	
added competitive family plans. He thanked Lisa Trail and the Communications Department for the graphics to better explain this change.	
F. Achievement Data Overview and Instructional Focus Area	Dr. Trey Duke/Ms.
Information Item  Dr. Dulia shared TCAP data of which same is still ambarased. He said that Dr. Coarse will	Sheri Arnette
Dr. Duke shared TCAP data of which some is still embargoed. He said that Dr George will come back and do a presentation on this information at a later meeting.	
Ms. Arnette said that she is very proud of the strong focus on the implementation of HQIM. Her team has provided effective PD with institutes that are taking place now and over the next few weeks.	
	Minutes

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Amanda Moore asked about the curriculum and cycles. She asked if we have to change when the adoption cycle comes back around if we have found something that works well. Ms. Arnette explained that it has to be on the state list. For instance, the math adoption was the same as before but it was an updated version. Ms. Moore was just wanting to make sure that the training that these teachers go through was not lost. Ms. Arnette reassured her it wasn't. Ms. Arnette added that in the past, we adopted every six years and it is now every eight years. Ms. Arnette went over areas of success and next steps.	
G. CIP Update Information Item Dr. Duke and Mr. Don Bartch reviewed the CIP update with the Board and Dr. Duke explained that the Board will vote on this at the next meeting.	Mr. Don Bartch
H. 2024-2025 Director's Performance Evaluation Instrument Information Item Lauren Bush reviewed the Director's Evaluation document with the Board.	Ms. Lauren Bush
IX. OTHER BUSINESS Information Item Mr. Richardson reminded the Board that the State of the Schools is coming up on September 24 at the Airport. He also thanked Mr. Shacklett for swearing in the Board members. He welcomed Ms. Price to the Board.	Chair Butch Campbell
X. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned 7:40 p.m.	Chair Butch Campbell

Director of Schools

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Agenda Item Title: Approval of Student Field Trip Fees					
Board Meeting Date: September 24, 2024					
Department: Finance					
Presented by: Trey Duke, Director of Schools					
Board Agenda Category:  Consent Agenda					
Action Item					
Reports and Information					
Summary					
Board Policy 6.709 states that prior to the start of each school year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all known student fees for the upcoming school year. Additional fees may be approved during the year as needed.					
The Director of Schools is recommending the Board approve field trip fees of \$200 per student for $5^{th}$ and $6^{th}$ grade students from Discovery School to travel to Land Between the Lakes from October $23^{rd}$ - $25^{th}$ .					
5 <sup>th</sup> and 6 <sup>th</sup> grade students at Discovery took this same field trip in the 23-24 school year. The student fee for this field trip is slightly higher this year (from \$195 to \$200).					
Staff Recommendation					
Recommending approval of student field trip fees of \$200 per 5 <sup>th</sup> and 6 <sup>th</sup> grade student at Discovery School to travel to Land Between the Lakes.					
Fiscal Impact					
Field trips are paid for at the school level through student collection.					
Connection to MCS's Five-Year Strategic Plan					
<ul> <li>☐ Known: Every student will be <i>known</i> through whole-child programs and support.</li> <li>☐ Safe: Every student will be <i>safe</i> through equitable access to buildings, facilities, and infrastructure that meets their needs.</li> </ul>					
☐ <b>Challenged</b> : Every student will be <i>challenged</i> by learning from highly effective educators and employees.  ✓ <b>Empowered</b> : Every student will be <i>empowered</i> through goodenic success.					
<b>⊠</b> Empowered: Every student will be <i>empowered</i> through academic success					

	LOCAL FIELD TRIPS FOR BOARD CONSIDERATION AND APPROVAL				September 2024		
SCHOOL	GRADE/GROUP PARTICIPATING	INSTRUCTIONAL VALUE OF THE ACTIVITY	COST PER STUDENT	STUDENTS PARTICIPATING	MONTH OF TRIP	HOW FUNDED	DESTINATION
DS	5th & 6th	Students will engage in activities surrounding environmental education, team building, critical thinking and problem solving.	\$200.00	75	October	Parents	Land Between The Lakes (Overnight trip 10/23- 10/25)





Agenda Item Title: Approval of Surplus Items					
Board Meeting Date: September 24, 2024					
<b>Department:</b> 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					
<ul> <li>☐ Known: Every student will be <i>known</i> through whole-child programs and support.</li> <li>☑ Safe: Every student will be <i>safe</i> through equitable access to buildings, facilities, and infrastructure that meets their needs.</li> <li>☐ Challenged: Every student will be <i>challenged</i> by learning from highly effective educators and employees.</li> <li>☐ Empowered: Every student will be <i>empowered</i> through academic success</li> </ul>					

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#### 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).

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#### 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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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 <u>ALL</u> 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.

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	SURPLUS PROPEI	RTY DISPOS	AL FORM	(SPDF) Sood K.	Mager
Based on section 49-6-2007 of the (d)1 Surplus property in local schoout the necessity of bids as require (2) in order for such disposal without system, and the chairman of the lohundred fifty dollars (\$250).	e Tennessee Code Annotated: ool systems which has no value ed by this section." out bids, the principal of the sci	or has a value less	s than two hundred	d fifty dollars (\$250), may be disposed the superintendent of the local	osed of with
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thorn taki	200-	date	7/12/2	14 "	
Director of Schools"	20.1	-	7/11/25		72
	your		10/01/01		
Board Chairman			date		
sour Ciminan					ļ
·			×17*		
FOR INVENTORY CONTROL USE: COPY	TO CENTRAL RECEIVING/_	Co	OPY TO PRINCIPAL O	R SUPERVISOR//	
, COPY TO INV	ENTORY CONTROL/	COPYT	O VENDOR/	·	
NOTES ON DISPOSAL METHOD;":					I
SIGNATURE			DATE_		
	\$5 M				8

	SURPLUS	S PROPERTY D	ISPOSAL FOR	RM (SPDF)	
Based on Tenn. Co	de Ann. § 49-6-2	007(d)			
(1) Surplue no	ronerty in local sc	hool systems which	has no value or has	a value less than fiv	e hundred dollars
(OEDO)	are he disposed of	without the necessit	v of bids as required	1 by this section.	
(A) Y 1 C	- I diamagal u	githaut hide the name	ring of the school v	with the surplus person	onal property, the
* · · · ·	done of the local	echool system and th	ne chairman of the I	ocal board of educat	ion, an musi
agree in w	ritten form that th	ne property is of no v	alue or is of a value	e less than five hund	red dollars
(\$500).					
ATTACHED SIL	RMIT SIGNED	ON. A PHOTOGRA ORIGINALS WITH BE CONTACTED	A PHOTO TO IN	ENIORI CONTI	COL. TOOK
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- Ju	2010000				
In accordance wit	h Tenn. Code An	n. § 49-6-2007(d)(1)	and (d)(2), we the	undersigned, author	ize disposal of
the items listed ab	oove,	:=V.		. 1	
man		~~~ ^ ^	wa anno	9/17/	24
2001		School   IZP	NSPORTMON	Date	× 1
Principal / SUF	ien visor	1.		1	1
		A		9/17	124
7		100		Date	
Supervisor		9.84		9	,
	011.			Date 9/18/	74
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Director of School	ols				1
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Board Chairman					
Englarmatoni ont	roluser convito c	entral office receivin	g / /	; copy to princ	cipal or supervisor
ror inventory conti	conv to invento	ory control /	/ ; copy	to vendor /	
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Signature		·		_ Date:	
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Hobgood

#### 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).

EQUIPMENT	TAG#	MFG. BY	MODEL#	SERIAL#	VALUE		
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Principal Supervisor  Assistant Superinte	Bell Bell on the last of School Op	School HD	bgood_ Da	te $B \cdot 22$ te $9/17/2$ te $9/17/2$	24 24 24		
For inventory control use: copy to central office receiving/							
Signature:			D	Pate:	)		

EQUIPMENT

Clearforth Panel

pro Jecter

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#### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

TAG#

NIA

NIA

NIA

- (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).

MODEL#

6065 K Powerlae 9960

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.

MFG. BY

Clearpore

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			) and (d)(2), we the u		
Principal Supervisor  Bubble  Director of School	San San	School S(	rales o	Date 9/17/2	24 4 7
			1	Tote	
Board Chairman				Date	
Board Chairman					inal or supervisor
Board Chairman	ol use: copy to cen	tral office receivir	ng//	; copy to princ	ipal or supervisor
Board Chairman	copy to inventory	tral office receiving control/_	ng / /	; copy to princ	ipal or supervisor

- Hardware Bay

VALUE

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- Bed prehim - Blurgy Pretone - amped

DATE- JULY 24, 2024

Lutasna MICHAMAMA Custon Lune Media Center

#### 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 with out 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. SERIAL# VALUE PCDE BAR CODE MFG. BY MODEL# EQUIPMENT 0346 F \$30 TRIM C-091021 Media Connec \$75 WXEZ07499311 WDIGODXING-OX BJCB21602786 IN114 FG-150 V/T3 54009810W 501860 C111167HB403443 4/04 A64 NA NA \$40 N/A caltone In accordance with TCA 49-6-2007 (d)1 and (d)2, we the undersigned authorize disposal of the items listed above.

Director of Schools

date

date

date

date

date

date

date

Copy To Dentral Receiving / Copy To Principal OR Supervisor / Copy To Disposal METHOD:

SIGNATURE DATE

DATE

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 <u>ALL</u> 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#	MrG. BY	MODEL#	SERIAL#	VALUE
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		§ 49-6-2007(d)(1) a	$\operatorname{nd}(d)(2)$ , we the u	ndersigned, authorize	disposal of
the items listed ab	ove.	Δ.	•	17 6	
Can Co	<b>\</b> 1	('1	A	ate 8 74 24	
XONIa Co	χ	_ School	7 \ D	ate 0 / Le / ]	
Principal (/				1 1	
j j			D	ate	
Supervisor	)				
	) `			01 1.	1
- mix	Jan La		D:	ate 9117129	
Assistant Superint	endent of School O	perations or Directo	r of Technology	-1-1	
		7		-11.	
(Supply)	aule 15		D	ate 9/18/29	
Director of School	i com			ate 9/17/29	
Director of School	J			<i></i>	
			D	ate	
Board Chairman					
Doard Chairman					
For inventory contro	ol use: copy to centr	al office receiving	//	; copy to principa	l or supervisor
/;	copy to inventory	control/	/; copy to	vendor/	/
Notes on Disposal N	Method:				
Signature:				Date:	

pg1

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
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compres	NA		opticker 3040	CD5VDH2	
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computer	AX A		optimex3060	9WVKFV2	
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	4963			BC4KK82	
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	4984			F6WJK82	· · · · · · · · · · · · · · · · · · ·
In accordance wit	h Tenn Code An	8 49-6-2007(d)(1)	and (d)(2), we the un	dersigned, authorize	disposal of
the items listed ab					
Chems used at	^ _ ·	61	Da	0/7/	nsl
Mhia	ŊΧ	School U	→\\ Da	te 0 40	7
Principal					= ,
Crimonput U					
			Da	ate	
Supervisor					
Supervisor					
			Da	te	
Assistant Superin	endent of School	Operations or Direct	tor of Technology		
			Da	ate	
Director of Schoo	ls				
			Da	ate	
Board Chairman					1
2					
For inventory contr	ol use: copy to ce	ntral office receiving	5/	; copy to principa	al or supervisor
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Notes on Disposal	Method:				
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Signature:				Jaic,	

Pg 2

**EQUIPMENT** 

#### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

TAG#

- (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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**MODEL#** 

COMPLETE <u>ALL</u> 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.

MFG. BY

Samsung

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2584	C1MI67HZAO28 18R
NA	(1 MILTHC401781 Y
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2575	C1MI67HB 403439 M
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NA /	C1 MI67H2 B01693X
NA VA	C+MI67HZA028795
In accordance with Tenn Code Ann 8 49-6-2007(d)	(1) and (d)(2), we the undersigned, authorize disposal of
the items listed above	, ,
Principal School C	11
School (	Date 0 26 29
Principal	
Trinopar	
	Date
Supervisor	
oups, rissi	
	Date
Assistant Superintendent of School Operations or Di	rector of Technology
·	
	Date
Director of Schools	
	Date
Board Chairman	
For inventory control use: conv to central office receiv	ying / / copy to principal or supervisor
/ / copy to inventory control /	ving/; copy to principal or supervisor/; copy to vendor//
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Notes on Disposal Method:	
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VALUE

**SERIAL**#

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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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
Dos Cam	7581	Samsung	SDP-XAD	2860 10
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	NA	Samsund	206 KPD	CIMIGHTAOSITIS D
	NA	Aver 0	PUCTA	5415112080
	NA	Sumsuny.	509-860	CIMT67HB403539 R
	NA			CIMIG7 HC4018/0X
	NA			CIMI 67HC401725F
	2579			C 1 MI 674ZBDI689 V
	2580			CIMI67 HE403550 W
	4 7 4	+		C1 MI67H2B01669 V
	12572		<del>  </del>	CIMI67HC4016421
	2570		<del>                                     </del>	CIMI67H1661682 =
-	144	+ + +	H \ /	C1MI67HZH02822Z
V	3578	++/	<del>                                     </del>	CIM 767116403899 /Y
In appardance suit		8 49-6-2007(d)(1) a	and (d)(2) we the pr	ndersigned, authorize disposal of
<ol> <li>[1] [4899] Samman Highway 1991</li> </ol>	a arra			
Ca.	10	$\triangle 1$	D	nte 8/200/24
XDh La	(V) X	School U	₽ Da	ate 0/200/24
Principal				- Part
1.				
			D:	ate
Supervisor				
			_	
4. 14. 10	and a set Cale and t	Operations or Directo	Da n of Tooks alass	te
Assistant Superin	tendent of School	Operations or Directo	r or recnnology	
			De	ata .
Director of School	sle		100	ite
Director of School	/13			1
			Da	ate
Board Chairman				
For inventory conti	rol use: copy to cen	tral office receiving_	//	_; copy to principal or supervisor vendor//
/	; copy to inventory	control/	_/; copy to v	rendor//
Notes on Disposal				
Signature:			n	ate:
Jignature,			D	atv.

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ATTRI	nm	enı	1(1	AIJ	L IV	711)

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#	dy O
Printer	NA	Lexmurk	T642	792 PF8 B	\$10
			2000	DOMNE CO	0.6)
Computer	NA	Dell	Optipier 5010	Bawasia	SQ.
	NX		Optiplex 3050	147 WMK	
	NA		continue 3050	74PTMR2	
	NA		notiplex 3050	748 WMR 2 74PT MR 2 74PVMR 2	
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			optimplex 3070	189 MX813	
	I NA		the 3 DW	FCDKND2	
	WA		optipies 5040	92 1050117	17
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	5456	<del></del>	optiplex 3040	1500/102	W
V	NA	U	leptiplex JULO	74 NWMA2	1:1-6
In accordance wi	th Tenn. Code Ann	. § 49-6-2007(d)(1)	and (d)(2), we the u	ndersigned, authorize	e disposai oi
anni (		$\Delta \Gamma$	A D	B171.17V	i
120 May	W1	School	AD	ate O Lo L	
Principal J				1	
			D	Date	
Supervisor					
Supervisor					
			D	ate	-
Accietant Superir	tendent of School	Operations or Direc	tor of Technology		
715513tatit Superit	ttolident 3. Danie	<b>-</b> ,			1.
			E	Date	
Director of School	nis			5-12/11/2	
Director of Scho	VIS				
				ate	
Daniel Chairman					
Board Chairman					
			, ,	· nomy to main of	al or supervisor
For inventory cont	trol use: copy to ce	ntral office receiving	g//	, copy to princip	/
	; copy to inventor	y control/_	g/; copy to	vendor	
Notes on Disposal	Method:				
	<u> </u>			<b>5</b>	
Signature:				Date:	
J					



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
EQUIPMENT	IAG#	MA'G. BI	MODEL	SERVICE II	VILDUL
Property of Murfreesboro City S	Schools				450.00
957476					
Lexi	narks -	1644			
	Printer				
41.40		- 1 0			
Wo	was vous	06			
In accordance wi		§ 49-6-2007(d)(1	) and (d)(2), we the	undersigned, author	rize disposal of
		School	*()	Date	
Principal Supervisor	ena Th	Omas		Date 9/20	124
Assistant Superior	ntendent of School C	Deperations or Dire		Date 9/17/	24
Buby Director of Scho	Dulle!			Date 9/11/2	19
0				Date	
Board Chairman				Date	
For inventory con	trol use: copy to cen ; copy to inventory	tral office receiving control/_	ng/; copy	; copy to print to vendor/	cipal or supervisor
Notes on Disposal	Method:				
Signature:				_ Date:	

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
Projector	3563	Hitachi	CP-X2011/	FIDU 10949	\$ 0
Projector	2560	H: tachi	CP-X201/N	F1DU10952	
Projector	35 62	Hitach;	CP-X2011N	FIDU16955	
Projector	3547	Hitachi	CP-X2011N	FIDU10951	
Projector	3556	Hitachi	CP-X2011N	F10010973	\
All-in-One carpite	WA	Dell	obsolex 5260	8BXCHQ2	
All-in-one computer	760114	Dell	optiple x 7440	3K440 02	
All-in-one computer	960746	Dell	Optiplex 5250		
computer tower	4580	Dell	optiplex 9020	EM32045	
Dire cum	2706	Elmo	60-10	34002007	
					<del>                                     </del>
M liou Mills Principal Supervisor	Leton  2 au so	School Nove	Da D	ate	124
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:			1	Date:	

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

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SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.						
EQUIPMENT	TAG#	MFG. BY	MODEL#	SERIAL#	VALUE	
Kidney Tabl	e - repaire	ed 2 differ	ent times- 1	not safe	Ø	
SONY LCD TV	958846	Technology	says not any good	6097847	B	
Sony LCD IV	93897	They're	not any gour	F: 170 1.		
In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.  Date 9.10.7024  Date Supervisor  Assistant Superintendent of School Operations of Director of Technology  Date 9/17/27  Date 9/17/27  Date 9/17/27  Date 9/17/27  Date 9/17/27						
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:	Signature: Date:					

SURPLUS PROPERTY DISPOSAL FORM (SPDF) Sped - Kim Chager

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 with out 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).

EQUIPMENT	Tag#	MFG. BY	MODEL#	SERIAL#	VALUE
exmark Printer 7652		LEXMARK	1652	794W5B2	200.0
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¥[ 30]	d)2, we the under	signed authorize dispo date	sal of the items lis	sted above."	
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rincipal"  Tull  uperylspr  2005		date	sal of the items lis	eted above."	
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pervisor  pard Chairman  OR INVENTORY CONTROL USE: COPY TO CENTRA	SCHOOL_	date 8 date 9 date 9	27/2 117/24 ////29 date	R SUPERVISOR 1	<i>II</i>
rincipal Turbull Upervisor irector of Schools pard Chairman T	SCHOOL_	date 8 date 9 date 9	27/2   17/24   11/29   date	R SUPERVISOR 1	

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).

EQUIPMENT	TAG#	MFG. BY	MODEL#	SERIAL#	VALUE
Property of					
Murfreesboro City Sc					
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				get spick	10.00
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the items listed ab		3 12 0 2007(4)(1)	()(),	,	50 VEREIN (1981 VELV 1981 VELV
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Assistant Superint	endent of School O	perations or Direct	tor of Technology		
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Ingl	la .			Date 1/1/	<del> </del>
Director of School	IS				
				Date	
Board Chairman					
<b>T</b>	1	1	_ /	. const to maintain	al or supervisor
For inventory contr	of use: copy to cent	rai office receiving		copy to princip	/ supervisor
;	copy to inventory	CORUOI/	, сору		
Notes on Disposal I	Method:				
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Signature:				Date:	

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
Property of Murfreesboro City S	Sebaale				
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			/		
0617	PAD	Broken	Trays	Didone)	25.00
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In accordance withe items listed a		nn. § 49-6-2007(d)(1)	and (d)(2), we the	undersigned, author	rize disposal of
		School		Date	
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Supervisor	Barr	٥٥		Date 9/17	124
Assistant Superi	ntendent of School	ol Operations or Direc	tor of Technology		1000
Director of Scho	Sul			Date 9////	27
Director of Bello	1013			Date	
Board Chairman					
			7 1	To a construction and the	oinel or supervisor
For inventory con	trol use: copy to _; copy to invent	central office receiving cory control/_	g/; copy	to vendor/	
Notes on Disposa	l Method:				
Signature:		ii		Date:	





Agenda Item Title: 2024-2025 Board Committee Assignments							
<b>Board Meetin</b>	Board Meeting Date: September 24, 2024						
Department: Director's Office							
Presented by:	Dr. Trey Duke						
Action	Agenda						
Summary							
appointment of	pard Policy 1.300 Board Committees, the Chair of the Board shall be responsible for Board members to various committees established by the Murfreesboro City School out from the Director of Schools.						
	last year's board committee assignments, changes were made based on board elections ble Board has dissolved by the city.						
Staff Recomm	endation						
Recommend ap	proval of the 2024-2025 Board Committee Assignments						
Fiscal Impact							
There is no fisc	al impact.						
<b>Connection to</b>	MCS's Five-Year Strategic Plan						
☐ Saf	<b>own</b> : Every student will be <i>known</i> through whole-child programs and support.  e: Every student will be <i>safe</i> through equitable access to buildings, facilities, and cture that meets their needs. <b>allenged</b> : Every student will be <i>challenged</i> by learning from highly effective educators an ess.						

# **Board Committee Assignments** 2024-2025

New School Naming Committee	ESP Advisory	City School Foundation
Butch Campbell *Chair	Jeanette Price	Barbara Long
Amanda Moore	_	
David Settles	Family Resource Center Advisory	Community Advisory
	Amanda Moore	Jimmy Richardson
Pre School Advisory		
Jeanette Price	Sick Leave Bank	TLN Representative
	Karen Dodd	Barbara Long
Workforce Development	Amanda Moore	
David Settles		Charter School Applications
	Zone Waiver Appeals	Amanda Moore

Jimmy Richardson

Coordinated School Health
Karen Dodd





**Agenda Item Title:** Approve agreement with Browning Chapman, LLC d/b/a Sport Court of Tennessee for the installation of a multi-activity courts at Reeves-Rogers Elementary and Mitchell-Neilson Elementary

<b>Board Meeting Date</b> : September 24, 2024	
Department: Operations	
Presented by: Trey Duke	
Board Agenda Category:  Consent Agenda  Action Item  Reports and Information  □  Requires City Council Approval: Yes □  No □	
Summary	
Murfreesboro City Schools is seeking to resurface and install Rogers Elementary and Mitchell-Neilson Elementary. This ag d/b/a Sport Court of Tennessee is pursuant to Sourcewell agre by the Project Diabetes Grant previously accepted by the school County Shared Bonds. This is the third and final year of the testaff Recommendation  Approve agreement with Browning Chapman, LLC d/b/a Spo	greement with Browning Chapman, LLC element 031022-GER-3 and will be funded ool district as well as interest earned on three-year Project Diabetes Grant award.
a multi-activity court at Reeves-Rogers Elementary and Mitch	
<b>Fiscal Impact</b> Total cost of the two proposals is \$236,154.48. \$126,000 will be funded by the Project Diabetes Grant. \$110,154.48 will be funded by interest earned on County Share	red Bonds.
Connection to MCS's Five-Year Strategic Plan  ☐ Known: Every student will be known through who Safe: Every student will be safe through equitable infrastructure that meets their needs.  ☐ Challenged: Every student will be challenged by employees	e access to buildings, facilities, and

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

## AGREEMENT BETWEEN CITY OF MURFREESBORO AND BROWNING CHAPMAN, LLC FOR MULTISPORT COURTS

This Agreement is entered into as of the date set forth below by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Browning Chapman**, **LLC d/b/a Sport Court of Tennessee**, a limited liability company of the State of Indiana ("Contractor").

This Agreement consists of the following documents:

- · This document:
- · Any properly executed amendments to this Agreement;
- · Sourcewell Contract No. 031022-GER; and
- · Contractor's Proposal for Mitchell-Neilson Elementary, dated September 12, 2024 ("Contractor's Proposal").

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, Sourcewell Contract No. 031022-GER-3; and
- · Lastly, Contractor's Proposal.

#### 1. Duties and Responsibilities of Contractor.

Contractor shall provide materials and services refurbish and install the multisport courts at Mitchell-Neilson Elementary, located at 711 West Clark Boulevard, Murfreesboro, TN 37129, as follows:

#### PLAYING SURFACE

• Basketball Court: Sport Court PowerGame+ Playing Surface (CSCI 299), including painted basketball and kickball game lines

#### PREP WORK & COMPONENTS

- Crack Fill & Surface Prep (CSCI 140)
- Screen/Recoat (CSCI 040)
- Install (4) Solid 4872 Glass Fixed Height Basketball System (CSCI 340)

#### FENCE SCOPE OF WORK (CSCI 140):

- Removal of Existing 10' Chain-link Fence
  - Approximately 430 lin. ft. = 4300 sq. ft. Removed
  - Hauling Fees & Dump Fees Included
- Installation of New 10' Tall Black Vinyl Chain-link Fence
  - Approximately 430 lin. ft. = 4300 sq. ft. Installed
  - Installed in the Same Fashion as the Existing Fence
    - o Top Rails all around
    - Mid Rails at the four corners
    - o Bottom Tension Wire all around
  - (1) New 3' Wide Fence Gate
  - Post-hole Digging & Sleeve Setting for All New Fence Verticals

#### 2. Term.

The term of this Agreement commences upon the signatures of both parties and expires on June 30, 2025, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon thirty (30)-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

#### 3. Payment and Delivery.

The City will purchase services and other items to be provided under this Agreement at the price set forth in the Contractor's Proposal. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number.

#### 4. Taxes.

The City is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City 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 City.

#### 5. Insurance.

During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000), as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as

follows: "City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents," shall be supplemented as follows:

- 1. Worker's Compensation: To comply with the statutory requirements of the State of Tennessee with a limit of at least five hundred thousand dollars (\$500,000.00);
- 2. Comprehensive General Liability and Property Damage in the amount of: Bodily Injury/Property Damage per Occurrence Minimum five hundred thousand dollars (\$500,000)
- 3. Comprehensive Automobile Liability in amounts of minimum five hundred thousand dollars (\$500,000), bodily injury and property damage and shall apply to all owned and hired motor vehicles with limits of at least five hundred thousand dollars (\$500,000)

#### 6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. the City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance, and authority from the City in order to enable Contractor to do so. the City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing

Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- a. Procure for the City the right to continue using the products or services.
- b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### 7. Protection Of Persons and Property.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to (1) all employees on the work and other per-sons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinance, rules, regulations, and order of any public authority having jurisdiction for the safety of persons or property or to protect them from change, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor, or anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

#### 8. Notices.

Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to City of Murfreesboro:

City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

If to Contractor:

Garrett Allen Sport Court of Tennessee 2101 Bastian Court Westfield, IN 46074

#### 9. Maintenance of Records.

Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the 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 the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

#### 10. Modification.

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

#### 11. 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.

#### 12. 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.

#### 13. Employment.

Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

#### 14. Use of Subcontractors.

If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with each subcontractor containing the indemnification provisions and insurance requirements set forth herein protecting the City. Contractor shall be responsible for executing any agreements with its subcontractors. Contractor remains responsible for the performance of the contract terms.

#### 16. Contractor's Background Check.

Pursuant to T.C.A. & 49-5-413, Contractor must agree to a background check, which requires a criminal history records check conducted by the TBI and the FBI, for each employee prior to permitting an employee to enter school grounds when students are present.

#### 17. Tobacco Free Schools.

Pursuant to Murfreesboro City Schools Board Policy 1.803 and State law, the use of tobacco and tobacco products, including smokeless tobacco, is prohibited on all of Murfreesboro City Schools' property. Contractor and all employees of Contractor must abide by this policy.

#### 18. Non-Discrimination.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

#### 19. 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 the City contracts.

#### 20. 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 the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

#### 21. 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.

#### 22. 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.

#### 23. Governing Law and Venue.

The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

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<i>4</i> 7.	Severa	UI	111)	•

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.

**25. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

#### 26. Effective Date.

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

IN WITNESS WHEREOF, IN WITNESS WHEREOF, the parties enter into this agreement as of (the "Effective Date").				
City of Murfreesboro, Tennessee	Contractor			
By: Shane McFarland, Mayor  Date:	By: Its:			
	Date:			
APPROVED AS TO FORM:				
Adam Tucker, City Attorney				

# AGREEMENT BETWEEN CITY OF MURFREESBORO AND BROWNING CHAPMAN, LLC FOR MULTISPORT COURTS

This Agreement is entered into as of the date set forth below by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Browning Chapman**, **LLC d/b/a Sport Court of Tennessee**, a limited liability company of the State of Indiana ("Contractor").

This Agreement consists of the following documents:

- · This document:
- · Any properly executed amendments to this Agreement;
- · Sourcewell Contract No. 031022-GER; and
- · Contractor's Proposal for Reeves-Rogers Elementary, dated September 12, 2024 ("Contractor's Proposal").

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, Sourcewell Contract No. 031022-GER-3; and
- · Lastly, Contractor's Proposal.

#### 1. Duties and Responsibilities of Contractor.

Contractor shall provide materials and services refurbish and install the multisport courts at Reeves-Rogers Elementary, located at 1807 Greenland Drive, Murfreesboro, TN 37130, as follows:

#### PLAYING SURFACE

• Playing Surface: Sport Court PowerGame+ Playing Surface (CSCI 299), including painted basketball and pickleball game lines

#### PREP WORK & COMPONENTS

- Crack Fill approximately 1,000 lin. ft. (CSCI 140)
- Screen/Recoat (CSCI 040)
- Install (4) Solid 4872 Glass Fixed Height Basketball System (CSCI 340)

#### FENCE SCOPE OF WORK (CSCI 140):

- Removal of Existing 10' Chain-link Fence
  - Approximately 416 lin. ft. = 4160 sq. ft. Removed
  - Hauling Fees & Dump Fees Included
- Installation of New 10' Tall Black Vinyl Chain-link Fence
  - Approximately 416 lin. ft. = 4160 sq. ft. Installed
  - Installed in the Same Fashion as the Existing Fence
    - o Top Rails all around
    - Mid Rails at the four corners
    - o Bottom Tension Wire all around
  - (1) New 3' Wide Fence Gate
  - Post-hole Digging & Sleeve Setting for All New Fence Verticals

#### 2. Term.

The term of this Agreement commences upon the signatures of both parties and expires on June 30, 2025, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon thirty (30)-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

#### 3. Payment and Delivery.

The City will purchase services and other items to be provided under this Agreement at the price set forth in the Contractor's Proposal. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number.

#### 4. Taxes.

The City is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City 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 City.

#### 5. Insurance.

During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000), as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as

follows: "City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents," shall be supplemented as follows:

- 1. Worker's Compensation: To comply with the statutory requirements of the State of Tennessee with a limit of at least five hundred thousand dollars (\$500,000.00);
- 2. Comprehensive General Liability and Property Damage in the amount of: Bodily Injury/Property Damage per Occurrence Minimum five hundred thousand dollars (\$500,000)
- 3. Comprehensive Automobile Liability in amounts of minimum five hundred thousand dollars (\$500,000), bodily injury and property damage and shall apply to all owned and hired motor vehicles with limits of at least five hundred thousand dollars (\$500,000)

#### 6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
  - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. the City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance, and authority from the City in order to enable Contractor to do so. the City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.
  - ii. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing

Contractor's obligation to satisfy the final award, Contractor may at its option and expense:

- a. Procure for the City the right to continue using the products or services.
- b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
- c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- iii. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### 7. Protection Of Persons and Property.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to (1) all employees on the work and other per-sons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinance, rules, regulations, and order of any public authority having jurisdiction for the safety of persons or property or to protect them from change, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor, or anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

#### 8. Notices.

Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to City of Murfreesboro:

City Manager City of Murfreesboro 111 West Vine Street Murfreesboro, TN 37130

If to Contractor:

Garrett Allen Sport Court of Tennessee 2101 Bastian Court Westfield, IN 46074

#### 9. Maintenance of Records.

Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the 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 the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

#### 10. Modification.

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

#### 11. 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.

#### 12. 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.

#### 13. Employment.

Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

#### 14. Use of Subcontractors.

If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with each subcontractor containing the indemnification provisions and insurance requirements set forth herein protecting the City. Contractor shall be responsible for executing any agreements with its subcontractors. Contractor remains responsible for the performance of the contract terms.

#### 16. Contractor's Background Check.

Pursuant to T.C.A. & 49-5-413, Contractor must agree to a background check, which requires a criminal history records check conducted by the TBI and the FBI, for each employee prior to permitting an employee to enter school grounds when students are present.

#### 17. Tobacco Free Schools.

Pursuant to Murfreesboro City Schools Board Policy 1.803 and State law, the use of tobacco and tobacco products, including smokeless tobacco, is prohibited on all of Murfreesboro City Schools' property. Contractor and all employees of Contractor must abide by this policy.

#### 18. Non-Discrimination.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

#### 19. 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 the City contracts.

#### 20. 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 the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.

#### 21. 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.

#### 22. 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.

#### 23. Governing Law and Venue.

The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

24	Corrora	h:1:4
24.	Severa	DIHLV.

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.

**25. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

#### **26.** Effective Date.

Adam Tucker, City Attorney

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

IN WITNESS WHEREOF, IN WITNESS WHEREOF, the parties enter into this agreement as of (the "Effective Date").				
City of Murfreesboro, Tennessee	Contractor			
By: Shane McFarland, Mayor  Date:	By: Its:			
	Date:			
APPROVED AS TO FORM:				



#### Sport Court Game Court Proposal for Mitchell-Neilson Elementary

Sport Court Game Court Dimensions: 101' x 114' = 11,514 sq. ft.

PLAYING SURFACE	w/ Sourcewell	<u>MSRP</u>
Sport Court PowerGame+ Playing Surface (CSCI 299)  O Includes Painted Basketball & Kickball Game Lines	\$74,841.00	\$104,431.98
PREP WORK & COMPONENTS		
Crack Fill Approximately 970 lin. ft. (CSCI 140)	\$4,500.00	\$4,500.00
Screen / Recoat (CSCI 040)	\$4,500.00	\$4,500.00
(4) Solid 4872 Glass Fixed Height Basketball System (CSCI 340)	\$16,000.00	\$18,905.04
FENCE (CSCI 140)	\$18,515.00	\$18,515.00

Removal of Existing 10' Chain-Link Fence

- o Approximately 430 lin. ft. = 4,300 sq. ft. Removed
- o Hauling Fees & Dump Fees Included

Installation of New 10' Black Vinyl Chain-Link Fence

- o Approximately 430 lin. ft. = 4,300 sq. ft. Installed
- o Installed in the Same Fashion as the Existing Fence
- o Top Rails all around, Mid Rails at the four corner, and Bottom Tensions Wire all around
- o (1) 3' Wide Gate

TOTAL \$120,723.12 \$150,852.02

#### **CONTACT INFORMATION REGARDING SOURCEWELL:**

Joel McCausland, Sport Court Corporate

Phone: (801) 706-6071

Email: jmccausland@sportcourt.com

3939 RICHARD REEVES DRIVE SUITE E MURFREESBORO, TN 37129 OFFICE: 615.410.9455 MOBILE: 629.543.4002

<sup>\*</sup> The figures in this Proposal include all Freight, Local Delivery, and Installation Costs.



#### Sport Court Game Court Proposal for Reeves-Rogers Elementary

Sport Court Game Court Dimensions: 98' x 110' = 10,780 sq. ft.

PLAYING SURFACE	w/ Sourcewell	<b>MSRP</b>
Sport Court PowerGame+ Playing Surface (CSCI 299)  o Includes Painted Basketball & Pickleball Game Lines	\$70,070.00	\$97,774.60
PREP WORK & COMPONENTS		
Crack Fill Approximately 1,000 lin. ft. (CSCI 140)	\$4,500.00	\$4,500.00
Screen / Recoat (CSCI 040)	\$4,500.00	\$4,500.00
(4) Solid 4872 Glass Fixed Height Basketball System (CSCI 340)	\$16,000.00	\$18,905.04
FENCE (CSCI 140)	\$18,098.00	\$18,098.00

Removal of Existing 10' Chain-Link Fence

- o Approximately 416 lin. ft. = 4,160 sq. ft. Removed
- o Hauling Fees & Dump Fees Included

Installation of New 10' Black Vinyl Chain-Link Fence

- o Approximately 416 lin. ft. = 4,160 sq. ft. Installed
- o Installed in the Same Fashion as the Existing Fence
- o Top Rails all around, Mid Rails at the four corner, and Bottom Tensions Wire all around
- o (1) 3' Wide Gate

<u>TOTAL</u> \$115,431.36 \$143,777.64

#### **CONTACT INFORMATION REGARDING SOURCEWELL:**

Joel McCausland, Sport Court Corporate

Phone: (801) 706-6071

Email: jmccausland@sportcourt.comjmccausland@sportcourt.com

3939 RICHARD REEVES DRIVE SUITE E MURFREESBORO, TN 37129 OFFICE: 615.410.9455 MOBILE: 629.543.4002

<sup>\*</sup> The figures in this Proposal include all Freight, Local Delivery, and Installation Costs.





<b>Agenda Item Title:</b> FY25 General Purpose Fund 141 – Substitutes
Board Meeting Date: September 24, 2024
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 is to align with the TN Department of Education's guidance on separating account codes for Substitute Teachers: Certified and Non-Certified. This amendment reallocates \$522,750 from Substitutes – Certified to Non-Certified within Regular Instruction and \$155,550 from Certified to Non-Certified within Special Education with no net change within the accounts. The amendment does not change fund balance.
Staff Recommendation
Approve the FY25 budget amendment to recognize the new account codes.
Fiscal Impact
The budget amendment will be within the FY25 approved budget with no net change to fund balance.
Connection to MCS's Five-Year Strategic Plan
<ul> <li>☐ Known: Every student will be <i>known</i> through whole-child programs and support.</li> <li>☐ Safe: Every student will be <i>safe</i> through equitable access to buildings, facilities, and infrastructure that meets their needs.</li> <li>☐ Challenged: Every student will be <i>challenged</i> by learning from highly effective educators and employees.</li> </ul>



#### INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

September 24, 2024

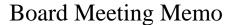
	£	•		
Expenditure				
Accounts	Description		Increase	Decrease
141 E 71100 195	SUBSTITUTE TEACHERS - CERTIFIED		( <del>*</del> :	522,750
141 E 71100 198	SUBSTITUTE TEACHERS - NON-CERTIFIED		522,750	
Total Regular Instruction		\$	522,750	\$ 522,750
141 E 71200 195	SUBSTITUTE TEACHERS - CERTIFIED		<u>~</u> n	155,550
141 E 71200 198	SUBSTITUTE TEACHERS - NON-CERTIFIED		155,550	Ė
Total Special Education		\$	155,550	\$ 155,550
Total Expenditures		\$	678,300	\$ 678,300

To transfer \$678,300 in budgeted expenditures within their category to recognize changes recommended by TNDOE. The transfer of \$522,750 in 71100 from 195 to the new account number of 198 will meet the projected expenditures for Non-Certified substitutes. The transfer of \$155,550 in 71200 from 195 to the new account number of 198 will meet the projected expenditures for Non-Certified substitutes.

2024-2025 General Purpose Fund 141

**Budget Fiscal Year** 

There are no new rev	venues and it does r	not affect fund baland	ce.	9/18/24	
Reviewed by Finance	Director/Finance N	/lánager	Date		
Approved		They	2	2/11/24	
Declined		Director of Sch	nools	Date	





Agenda Item Title: FY25 General Purpose Fund 141- Donations
Board Meeting Date: September 24, 2024
Department: Finance
Presented by: Trey Duke
Board Agenda Category:  Consent Agenda  Action Item  Reports and Information  Requires City Council Approval: Yes  No
Summary
<ul> <li>This amendment recognizes various individual donations recently received including:</li> <li>donations made in memory of former ESE teacher, Ritch Campbell, for the indigent children care</li> <li>donations for the backpack program</li> <li>donations from United Way, State Farm and Domenico's Deli for the McKinney-Vento program.</li> </ul>
This amendment allocates \$9,500 in Support-Other Student Support and \$3,000 in Community Services-Other Charges and will be expensed for food supplies for the backpack program, assisting children in need, and providing our McKinney-Vento students with mattresses, clothing, shoes and emergency housing/motel vouchers. This amendment does not change fund balance.

#### **Staff Recommendation**

Approve the FY25 budget amendment to recognize the new revenue.

#### **Fiscal Impact**

Increases revenues by \$12,500 with corresponding expenditures. The budget amendment will be within the FY25 approved budget with no net change to fund balance.

#### Connection to MCS's Five-Year Strategic Plan

	<b>Known</b> : Every student will be <i>known</i> through whole-child programs and support.
	<b>Safe</b> : Every student will be <i>safe</i> through equitable access to buildings, facilities, and
	rastructure that meets their needs.
	Challenged: Every student will be challenged by learning from highly effective educators and
emp	ployees.
	<b>Empowered</b> : Every student will be <i>empowered</i> through academic success.

9/24/2024

#### General Purpose Schools Fund 141 Fiscal Year 2024-25

Account Number	Account Description	• •	BUDGET S PASSED OR REV AMENDED	AMENDED BUDGET	IN	ENDMENT ICREASE ECREASE)
	Revenues					
141 R 44570	Donations and Gifts		134,422	146,922		12,500
	Total Increase in Revenues	\$	134,422	\$ 146,922	\$	12,500
	<u>Expenditures</u>					
141 E 72130 599	Other Charges	\$	20	\$ 9,500	\$	9,500
141 E 73300 599	Other Charges		49,500	52,500		3,000
	Total Increase in Expenditure	\$	49,500	\$ 62,000	\$	12,500

#### CHANGE IN FUND BALANCE (CASH)

Donations in memory of former ESE teacher, Ritch Campbell, in the amount of \$1,250, were received from various indidviduals for Indigent Children. These funds will be used assisting children in need. A \$3,000 donation was also received to supply food for the backpack program. Additional donations, in the amount of \$8,250, were received from United Way, State Farm and Domenico's Deli and will be expensed through the McKinney-Vento Program for mattresses, clothing, shoes, and emergency housing/motel vouchers for our students.

Reviewed by Finance Director/Finance Manager Date

Approved Byh Dule | 8-19-29

Director of Schools Date



## **Board Meeting Memo**

Agenda Item Title: Approve changes to Board Policy 1.102, Board Evaluation, on first reading							
Board Meeting Date: September 24, 2024							
Department: Legal							
Presented by: Lauren Bush							
Board Agenda Category:  Consent Agenda  Action Item  Reports and Information  □							
Requires City Council Approval: Yes $\square$ No $\boxtimes$							
Summary Changes to Board Policy 1.102 are recommended to align with statutory changes to allow members of the Board to be elected on a partisan basis. The corresponding legal reference in the policy was also updated in this change.  Staff Recommendation Approve changes to Board Policy 1.102, Board Evaluation, on first reading							
Fiscal Impact No fiscal impact							
Connection to MCS's Five-Year Strategic Plan							
<ul> <li>☐ Known: Every student will be <i>known</i> through whole-child programs and support.</li> <li>☐ Safe: Every student will be <i>safe</i> through equitable access to buildings, facilities, and infrastructure that meets their needs.</li> <li>☐ Challenged: Every student will be <i>challenged</i> by learning from highly effective educators and employees.</li> <li>☑ Empowered: Every student will be <i>empowered</i> through academic success</li> </ul>							

Murfreesboro City School Board						
Monitoring: Review: Annually, in September	Descriptor Term:  Board Members Legal Status	Descriptor Code: 1.102	Revised: 10/15/247/25/23 Prior Revised: 09/13/22			
		Rescinds: <b>1.102</b>	Issued: 09/24/19			

1 The legal status of board members shall be as follows:

#### 2 NUMBER OF MEMBERS<sup>1</sup>

3 The Board is composed of seven (7) members.

#### 4 QUALIFICATIONS

- 5 Members of the Board shall have been residents in the City for at least one year prior to election and
- shall be at least 25 years of age at the time of such election. Members of the Boardshall be elected on
- 7 a non-partisan basis, and shall be citizens of recognized integrity, intelligence, and ability to administer
- 8 the duties of the office.<sup>3</sup> To qualify as a candidate, an individual must show proof of graduation from
- 9 high school or receipt of a G.E.D® or HiSET® or other high school equivalency credential approved
- by the State Board of Education.<sup>4</sup>

#### 11 TERMS OF OFFICE

Members of the Board shall serve four (4)-year terms.<sup>1</sup>

#### 13 VACANCIES

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- 14 Vacancies shall be declared to exist on account of death, resignation, removal from the city or school
- district, or through due process proceedings based on allegations of misconduct.<sup>5</sup>
- When a vacancy occurs the unexpired term shall be filled at the next regular or special meeting of the
- local legislative body. This appointment shall be an interim appointment, valid only until the next
- 19 primary or general election or referendum that is held after the vacancy occurs.

#### Legal References

- 1. TCA 49-2-201(a)(1)
- 2. Murfreesboro City Code § 25-2; TCA 49-2-202(a)
- 3. TCA 49-2-202(a)(1)
- 4. TCA 49-2-202(a)(4)
- TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2);
   Tenn. Att'y Gen. Op. No. 21-14 (September 1, 2021)
- 6. TCA 49-2-202(e)(1)



### Board Meeting Memo

Agenda Item Title: Board Policy 1.103, Board Evaluation, on second reading					
Board Meeting Date: September 24, 2024					
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 1.103 is a new policy recommendation based on the TSBA model policy for board evaluations. Additional language was added between first and second reading to clarify that the Board's goals will mirror the five-year strategic plan.					
Staff Recommendation Approve Board Policy 1.103, Board Evaluation, on second reading					
Fiscal Impact No fiscal impact					
Connection to MCS's Five-Year Strategic Plan					
<ul> <li>☐ Known: Every student will be <i>known</i> through whole-child programs and support.</li> <li>☐ Safe: Every student will be <i>safe</i> through equitable access to buildings, facilities, and infrastructure that meets their needs.</li> <li>☐ Challenged: Every student will be <i>challenged</i> by learning from highly effective educators and employees.</li> <li>☑ Empowered: Every student will be <i>empowered</i> through academic success</li> </ul>					

Murfreesboro City School Board					
Monitoring: Review: Annually, in July	Descriptor Term:  Board Evaluation	Descriptor Code: 1.103	Issued Date: Click here to enter a date.		
		Rescinds:	Issued:		

- 1 To ensure the continued effectiveness of school board leadership, the Board will conduct an annual
- 2 evaluation of its operational procedures.

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- 3 This annual evaluation shall be developed based upon the following factors:
- 4 (a) Board members shall know and be involved in the development of standards by which they will evaluate themselves.
  - (b) The evaluation shall consist of the opinions of individual board members, but the results shall be discussed by the Board as a whole.
  - (c) The Board is not required to limit itself to the items included in any formal evaluation instrument.
  - (d) Each judgment shall be supported by rational and objective evidence.
  - (e) At the conclusion of the evaluation, the Board shall develop goals for the ensuing year, by reviewing and revising the priorities and objectives outlined in the district's five-year strategic plan.

\_\_\_\_\_

Cross References

Board Member Development Opportunities 1.204





Agenda Item Title: Capital Improve	ement Plan
<b>Board Meeting Date:</b> September 24	4, 2024
<b>Department:</b> School Operations	
Presented by: Trey Duke	
Board Agenda Category: Consent Agenda Action Item Reports and Information	
Requires City Council Approval:	Yes ⊠ No □

#### Summary

The revised capital improvement plan is presented to the Board for approval. This plan has been updated to outline major projects and purchases over the next five years. The plan will continue to be updated annually based on needs.

The Board last approved a revision to the plan on September 5, 2023 to account for the reallocation of County Shared Bonds due to increases in previously approved projects.

Staff will used the Board approved plan as we work with the City of Murfreesboro to address needs.

The plan includes potential funding sources:

CSB: County Shared Bond funds designated for school capital needs

GP: The school district's general purpose budget

CIP: Requests that will be made to include in the City of Murfreesboro CIP.

Other funds are identified as needed.

#### **Staff Recommendation**

Approval of the five-year plan as presented

#### **Fiscal Impact**

CSB: \$14,810,617 GP: \$8,599,000

CIP: \$69,765,000 (including a potential new school at \$55,000,000)

Other funding: \$5,4,74,426

#### Connection to MCS's Five-Year Strategic Plan

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



#### **CAPITAL IMPROVEMENT PLAN 2023-2028**

Project	Location	2023-24	FY24 Funding Source	2024-25	FY25 Funding Source	2025-26	FY26 Funding Source	2026-27	FY27 Funding Source	2027-28	FY28 Funding Source	2028-29	FY29 Funding Source	Total
Maintenance														
Bleachers	RR, DS, BR & MNE			RR/DS/BR/MNE										325,000
	, 55, 51. (2.11.12			325,000	CSB **									323,000
Sport Court Resurface & Fence	MNE & RR	DS 140,000	Grant (\$80,000)	MNE & RR	Grant(\$126,000)									380,000
		140,000	CSB (\$60,000)	240,000	CSB(\$114,000)									
New School/Additional Classrooms	West Side					55,000,000	CIP							55,000,000
Floor Coverings & Abatement	DS, HG, RR, MNE, BR & CLA			HG/MNE/DS		CLA/RR/BR								1,200,000
Floor Coverings & Abatement	D3, HG, KK, WINE, BK & CLA			600,000	CSB	600,000	CSB							1,200,000
Window Replacements	DS, MNE, MNP, HG & BR					DS		MNE&P/HG/BR						2,250,000
						500,000	CIP	1,750,000	CIP					_,,
Concrete Resurfacing	BR, HG & OC									BR/HG/OC	C.D.			125,000
								NF		125,000 BF	GP			
New Fan Coils for all Classrooms	NF, BF							360,000	CIP	360,000	CIP			720,000
								300,000	Cii	SC	Cii			4 222 222
All HVAC Components	SC									1,200,000	CIP			1,200,000
HVAC Replacement, Reconstruction	Central Office, BR	RR/HG		CO		BR								6,203,000
TVAC Replacement, Reconstruction	central office, bit	2,953,000	ESSER 3.0	2,500,000	CSB	750,000	CIP							0,203,000
Cooling Tower Replacements	BF, CLA & ES	BF/ES/CLA	50050.00											691,988
		691,988 MNE/MNP	ESSER 3.0	DS/HG		ES		JP		BF/CLA				
Interior Painting	DS, HG, ES, JP, BF, CLA	200,000	GP	300,000	CSB	200,000	GP	200,000	GP	400,000	GP			1,300,000
	_	DS	- Gi	BR/HG	СЭБ	RR	OI .	MNE/MNP	Gi	400,000	Gi			
Exterior Painting	RR, BR, MNE, MNP, HG	75,000	GP	160,000	GP	75,000	GP	125,000	GP					435,000
Ceiling Renovations	MNE, HG, Br	MNE(23) & HG(24)		BR										1,957,211
Centing Neriovations	WINE, FIG. BI	1,088,457	CSB	868,754	CSB **									1,337,211
Radios for Transportation	Districtwide													351,000
·		117,000	Safe Schools	117,000	GP	117,000	GP							·
Converting Schools to Key Card Access	, CL, DS, ES, HG, MNP,NF, RR, SC, CLA	75,000 150,000	GP Security Grant											225,000
		130,000	Security Grant	HG/BR		DS/RR								
Exterior Door Replacement	RR, DS, HG & BR			300,000	CSB	300,000	CIP							600,000
Permeable Pavers (Re-chipping)	HG & OC			OC				HG						75,000
refilleable ravers (Re-chipping)	110 & 00			45,000	GP			30,000	GP					73,000
Playground	MNE													661,438
,,,		661,438	ESP					_						·
Interior Doors	MNE, HG							HG	CID	MNE	CID			300,000
				SC		CLA		150,000	CIP	150,000	CIP			
Roofs	SC, CL			4,000,000	CIP	4,000,000	CIP							8,000,000
Description Comp. Flooring	CLAUD	SC/OCE		JPE/CA		.,555,500	J							20,000
Resurface Gym Floors	CLA, JP	10,000	GP	10,000	GP									20,000
Window Film (Security)	All Schools (phase 1, 23-24)	200,000	Security Grant											330,000
(	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	130,000	GP											111,100
Reeves Roger Entrance	Reeves Rogers			2.050.000	CCD									2,950,000
				2,950,000	CSB									

Vehicle Replacement - Used vans	Maintenance			Maintenance 40,000	GP	2 vans, 100,000 2 serv trucks 130,000 230,000	CIP							270,000	
														85,569,637	
Technology															
Student Computers/Chromebooks		300,000	ESSER 3.0	300,000	GP	600,000	GP	900,000	GP	1,000,000	GP	1,000,000	GP	4,100,000	
Teacher & Staff Computers		21,000	ESSER 3.0			770,000	GP	770,000	GP	400,000	GP			1,961,000	
Cameras for Schools	All Schools	50,000	GP	50,000	GP	50,000	GP	50,000	GP	50,000	GP			250,000	
Network	20% of 1.5 million Erate Grant	100,000	GP	100,000	GP	100,000	GP	100,000	GP	75,000	GP			475,000	
Transportation															
Full Size Buses	See notes below, change to SPED BUS	5				520,000	CIP	-		320,000	CIP			840,000	
Special Education Buses		151,000	CSB	175,000	CSB	175,000	CIP	-						501,000	
New Transportation Facility		-		-		-		4,952,406	CSB/GP	-				4,952,406	
Total	Totals	7,113,883		13,080,754		63,987,000		9,387,406		4,080,000		1,000,000		98,649,043	98,649,043
	CSB Total	1,239,457		8,018,754		600,000		4,952,406		0		0		14,810,617	
	CIP Total			\$ 4,000,000.00		\$ 61,475,000.00		\$ 2,260,000.00		\$ 2,030,000.00		\$ -		69,765,000	
	Other Funds	5,234,426		240,000				0		0				5,474,426	
	GP Total	640,000		822,000		1,912,000		2,175,000		2,050,000		1,000,000		8,599,000	
	Totals	7,113,883		13,080,754		63,987,000		9,387,406		4,080,000		1,000,000		98,649,043	98,649,043

Transportation	Column1	
FY24	1 CSB SpEd Bus - replacement	
FY25	1 CSB SpEd Bus - replacement	
FY26	3 Regular Bus- Replacement; 1 SpE	d growth bus
FY27		
FY28	2 Regular Bus - Replacement	

<sup>\*\*</sup> Council approved in Fy24

#### Unallocated CSB as of 6/30/24

\$ 4,457,831.60

New CSB for 2024-25 (not previously approved)

Floor Covering abatement	\$1,200,000
HVAC CO	\$2,500,000
Interior Paint (HG/DS)	\$300,000
Exterior Door Replacement	\$300,000
SpEd Bus	\$24,000
Reallocate to Transportation	\$133,832

Total \$4,457,832 remaining from unallcoated \$ -

#### COMPARISON OF BUDGET TOTALS July 1, 2024 Through August 31, 2024

TOTAL INCOME 7/1/24 - 8/31/24	\$ 8,093,056
TOTAL EXPENSES 7/1/24 - 8/31/24	 11,644,442
NET INCOME 8/31/24	\$ (3,551,387)

#### 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 % Recelved
1	40110-Current Prop. Tax	15,000,000	482	(14,999,518)	0.0%	15,000,000	427	(14,999,574)	0.0%
2	40210-Local Option Sales Tax	14,300,000	-	(14,300,000)	0.0%	16,700,000	-	(16,700,000)	0.0%
3	40000-41110-Other County Rev	1,761,800	182,633	(1,579,167)	10.4%	1,972,000	121,905	(1,850,095)	6.2%
4	43300-44000-Other Local Revenue (Interest, Tuition)	1,175,926	115,647	(1,060,279)	9.8%	688,922	339,770	(349,152)	49.3%
	SUBTOTAL LOCAL REVENUE	\$ 32,237,726	\$ 298,762	\$ (31,938,964)		\$ 34,360,922	\$ 462,102	\$ (33,898,820)	)
5	46310-Project Diabetes Grant	93,900	-	(93,900)	0.0%	126,700	-	(126,700)	0.0%
6	46510-TISA	59,992,037	5,921,975	(54,070,063)	9.9%	63,477,651	6,316,770	(57,160,881)	10.0%
7	46515-Early Childhood Ed. (VPK Grant)	1,326,895	-	(1,326,895)	0.0%	1,326,895	-	(1,326,895)	0.0%
8	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	-	-	-	N/A
9	46610-Career Ladder Program	57,146	-	(57,146)	0.0%	51,000	-	(51,000)	0.0%
10	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
11	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
12	46800-46990-Safe Schools and Public School Security Grant	768,542	-	(768,542)	0.0%	150,000	-	(150,000)	0.0%
	SUBTOTAL STATE REVENUES	\$ 64,090,429	\$ 5,921,975	\$ (58,168,455)		\$ 65,132,246	\$ 6,316,770	\$ (58,815,476)	)
13	47000- Federal Funds	274,582	-	(274,582)	0.0%	24,000	-	(24,000)	0.0%
	SUBTOTAL FEDERAL REVENUES	\$ 274,582	\$ -	\$ (274,582)		\$ 24,000	\$ -	\$ (24,000)	)
14	49100-49800 Insurance Recovery/Indirect Costs	460,000	-	(460,000)	0.0%	195,000	-	(195,000)	0.0%
15	49810-City of Murfreesboro Allocation	7,885,103	1,314,184	(6,570,919)	16.7%	7,885,103	1,314,184	(6,570,919)	16.7%
16	49820-City TN All Corp Grant	165,435	-	(165,435)	0.0%	156,000	-	(156,000)	0.0%
	SUBTOTAL OPERATING TRANSFERS	\$ 8,510,538	\$ 1,314,184	\$ (7,196,354)		\$ 8,236,103	\$ 1,314,184	\$ (6,921,919)	)
	TOTAL REVENUES	\$ 105,113,275	\$ 7,534,920	\$ (97,578,355)	7.2%	\$ 107,753,271	\$ 8,093,056	\$ (99,660,215,	7.5%

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#### YEAR-TO-DATE EXPENDITURE COMPARISON

AUGUST 2024 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	4,609,279	(52,639,756)	8.1%	59,633,455	\$ 5,547,303	(54,086,152)	9.3%
2	71200-Sp. Ed. Instruction	12,674,470	915,264	(11,759,206)	7.2%	13,353,365	1,052,849	(12,300,516)	7.9%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	16,208	(144,757)	10.1%	180,600	25,946	(154,654)	14.4%
5	72120-Health Services	1,098,216	80,798	(1,017,418)	7.4%	1,214,210	88,423	(1,125,787)	7.3%
6	72130-Guidance	3,623,785	398,448	(3,225,337)	11.0%	4,175,500	474,844	(3,700,656)	11.4%
7	72210-Reg. Instr. Support	2,548,064	334,692	(2,213,372)	13.1%	2,699,349	361,619	(2,337,730)	13.4%
8	72220-Sp. Ed. Support	1,999,863	171,610	(1,828,253)	8.6%	2,087,055	232,379	(1,854,676)	11.1%
9	72250-Technology	2,674,265	369,191	(2,305,074)	13.8%	2,568,810	336,142	(2,232,668)	13.1%
10	72310-Bd. Of Education	1,966,681	795,339	(1,171,342)	40.4%	2,051,595	869,189	(1,182,406)	42.4%
11	72320-Office of Supt.	440,109	65,080	(375,029)	14.8%	471,438	73,896	(397,542)	15.7%
12	72410-Office of Principal	5,703,089	669,170	(5,033,919)	11.7%	6,020,570	725,733	(5,294,837)	12.1%
13	72510-Fiscal Services	886,045	197,432	(688,614)	22.3%	861,755	192,021	(669,734)	22.3%
14	72520-Personnel Services	594,415	121,805	(472,610)	20.5%	596,835	123,207	(473,628)	20.6%
15	72610-Oper. Of Plant	6,402,482	538,911	(5,863,571)	8.4%	6,327,847	532,702	(5,795,145)	8.4%
16	72620-Maint. Of Plant	4,608,543	328,825	(4,279,718)	7.1%	3,240,580	454,422	(2,786,158)	14.0%
17	72710-Pupil Transp.	4,544,354	345,681	(4,198,673)	7.6%	5,025,385	362,857	(4,662,528)	7.2%
18	73300-Community Service	522,655	59,457	(463,198)	11.4%	492,605	64,245	(428,360)	13.0%
19	73400-Early Childhood Educ.	1,108,368	87,087	(1,021,281)	7.9%	1,121,775	89,075	(1,032,700)	7.9%
20	76100-Reg. Cap. Outlay	171,872	22,874	(148,998)	13.3%	222,919	6,489	(216,430)	2.9%
21	32130-Education Debt Serv.	-	-		N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	31,102	(186,508)	14.3% 217,601		31,102	(186,499)	14.3%
	TOTALS	109,194,886	10,158,253	\$ (99,036,633)	9.3%	112,563,249	11,644,442	\$ (100,918,807)	10.3%

#### Human Resources Personnel Report 08/01/2024 - 09/18/2024

#### **Certified Hires**

Last Name	First Name	Start Date	<b>Location</b>	<u>Position</u>
SMITH	AMY	8/6/2024	CLA	6th Grade
WOLFE	STEPHANIE	8/6/2024	BR	1st Grade
CANTRELL	AMEE	8/19/2024	NF	CDC Teacher
FORD	JESSY	8/30/2024	BF	Kindergarten
DAVISON	BRITTANY	9/9/2024	ESE/NF	School Counselor
MURRAY	NAKITA	9/10/2024	HG	ESL Teacher
BUELOW	VICTORIA	9/18/2024	ESE/DS	ESL Teacher
PATY	MICHELLE	9/20/2024	ESE	5th Grade

#### **Certified Interims**

Last Name	First Name	<b>Interim Dates</b>	Location	<u>Position</u>	Replacing/For
DOUDS	STEPHANIE	7/31 - 11/4	SC	2nd Grade	Abigail Chapman
JACKSON	PEGGY	7/31 - 9/17	BR	4th Grade	Allison Nivison
HARRIS	DARLENE	7/31 - 10/14	NF	3rd Grade	<b>Emily Butler</b>
PIERCE	PAMELA	8/9 - 8/30	MNS	6th Grade	Olivia Wordlaw
PIERCE	PAMELA	9/3 - 11/15	SC	CDC Teacher	Whitney O'Leary
PITTS	ANGELA	9/3 - 10/21	CLA	2nd Grade	Shaina Stevens
WEVER	JOYANNA	9/6 - 12/2	SA	5th Grade	Kayla Stephens
ARNER	MAISEN	9/16 - 12/2	MNS	Music	Jessics Scruggs
MCANULTY	MEGAN	9/16 - 12/2	BF	2nd Grade	Maleah Owens

#### **Classified New Hires**

Last Name	First Name	Start Date	Location	<u>Position</u>	<u>Notes</u>
BROWN	JENNIFER	8/5/2024	LS ESP	Little Sprouts Asst Teacher	
WEAKLEY	NATALIE	8/5/2024	LS ESP	Little Sprouts Hourly	
TAYLOR	ALEKZANNDRA	8/5/2024	NF	ESP Site Director	
KING	BRIAN	8/6/2024	NF	SPED EA	
GREEN	CHRISTIE	8/6/2024	BF	AI EA	
CLIPPARD	KALINDA	8/6/2024	CLAPK	IPK EA	
NILES	RACHEL	8/6/2024	ESE	SPED EA	
ALCORN	KAYLA	8/7/2024	OCE	SPED EA	
HARRIS	NATALIE	8/7/2024	MNS	EA	
EVANS	JESSICA	8/7/2024	RR	EA	
FITZGERALD	KADI	8/7/2024	SA	SPED EA	ESP TO FT
SPEULVEDA	ISABELLA	8/12/2024	CLA	SPED EA	SUB TO FT
BASDEN	MADISON	8/13/2024	SC	EA	
NEAL	JOHN	8/14/2024	MNS	SPED EA	
PENNINGTON	JOSIE	8/19/2024	NF	SPED EA	ESP TO FT
UDOFIA	IDARAOBONG	8/20/2024	NF	SPED EA	
FISHER	EMILY	8/21/2024	ESE	IPK EA	
OBOTTE	AIMEE	8/23/2024	JP	IPK EA	
PARADISE	BRIANNA	8/26/2024	MNS	TNALL Corp EA	ESP TO FT
SULLIVAN	CHELSEA	8/26/2024	OCE	EA	
WRIGHT	LORI	8/27/2024	ESE	EA	
TAWADROS	NERMIN	8/28/2024	MNS	EA (TITLE)	SUB TO FT
OCAMPO	EMILY	8/29/2024	OCE	SPED EA	
SNELLING	CAMEREN	8/29/2024	JP	SPED EA	ESP TO FT
STELY	MARY	9/3/2024	CO	Nutri. Asst Supervisor	
GOLDENSHTEYN	ALAN	9/3/2024	SHOP	Bus Driver	
FARMER	KATRICE	9/3/2024	OCE	SPED EA	ESP TO FT
LOVE	ALEXIA	9/4/2024	NF	SPED EA	
MCCULLOUGH	TALYA	9/4/2024	NF	SPED EA	

#### **Classified New Hires continued**

Last Name	First Name	Start Date	<b>Location</b>	<u>Position</u>	<u>Notes</u>
RAWSON	ROBIN	9/4/2024	ESE	SPED EA	
ENGLAND	BRITTANY	9/5/2024	NF	VPK EA	
MARTIN	MELISSA	9/5/2024	CLAPK	IPK EA	
MALONE	REBECCA	9/10/2024	SA	EA	
PAUL	CHRISTINA	9/11/2024	ESE	IPK EA	

#### **Certified Resignations/Retirements/Terminations**

Last Name	First Name	Last Day	Location	<u>Position</u>	Tenure Y/N
MCREE	ANNA	8/2/2024	CLA	6th Grade Teacher	Υ
HARRIS	TRISHA	8/9/2024	CO/BR	SLP	Υ
DONNELL	BARBARA	8/16/2024	NF	SPED Teacher	N
YORK	STEPHANIE	9/11/2024	HG	3rd Grade Teacher	N

#### **Classified Resignations/Retirements/Terminations**

Last Name	First Name	Last Day	<b>Location</b>	<u>Position</u>
TAYLOR	VENUS	8/2/2024	NF	SPED EA
CHAPMAN	DEAN	8/6/2024	SHOP	Maintenance
LINNELL	KYLIE	8/6/2024	ESE	SPED EA
GILLIAM	KAITLYN	8/16/2024	SA	SPED EA
KING	BRIAN	8/22/2024	NF	SPED EA
GILLUM	STACY	8/30/2024	NF	VPK EA
OCAMPO	EMILY	8/30/2024	OCE	SPED EA

# **Enrollment Update**

September 24, 2024



# Period 1 Enrollment and Attendance Summary 8/7/24 - 9/4/24

# **Average Attendance Percentage** 96%

0.2% from previous year at this same period

#### **Truancy**

10+ Days Unexcused Absences

#### 8 Students

+6 students from previous year at this same time

#### <u>PreKindergarten - 6 Enrollment</u> 9,261 students

-47 students from previous period

#### **Chronic Absenteeism**

10+ Days Excused <u>and</u> Unexcused Absences

20% (1764 students with 2+ Days)

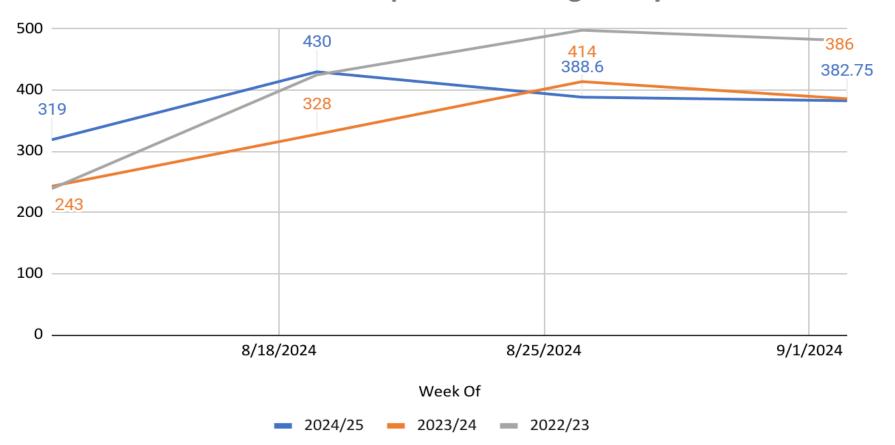
+1% from previous year at this same time

# Period 1 Enrollment and Attendance Summary

8/7/24 - 9/4/24

Regular Education Pupil-Teacher Ratio (PTR)	Pupils	Teachers	PTR	PTR % Change from Period 1 2023-24
Kindergarten through 3rd Grade	5,557	301	18.46	+0.22
4th Grade through 6th Grade	3,063	163	18.79	-1.37
District Totals	8,620	464	18.58	-0.32

Period 1: Three-Year Comparison: Average Daily Absences



# Questions



			Enrolln	nent Pe	riod 1 -	08/07/	2024 - (	09/04/2	024
	K-6	PS	PS	PS	CDC	BEST	Deaf Ed	TOTALS	
	Gen Ed Totals	VPK	SpEd	Peers					
Black Fox*	820	40			27			887	Total Growth Over Period 9 23-24
Bradley	334							334	Period 9 2023-2024 <b>9490</b>
Cason Lane	672	77	60	21	32			862	Growth from 23-24 to 24-25229
Discovery	392							392	
Erma Siegel	790		11	12	25		2	840	TISA Funded Growth Over Period 9 23-24
Hobgood	651				13			664	Period 9 2023-2024 <b>9064</b>
John Pittard	735	40	12	12	25			824	Growth from 23-24 to 24-25 <b>-201</b>
Mitchell-Neilson	526	40	9	9		21		605	
Northfield	605	40	9	6	23			683	TISA Funded Growth by Reporting Period
Overall Creek	902				18			920	Period 9 2023-2024 <b>9064</b>
Reeves-Rogers	370				12			382	Growth from 23-24 to 24-25 <b>-201</b>
Salem	914				19			933	
Scales	909				26			935	Average Attendance Percentage
								9261	96.0%
Totals	8620	237	101	60	220	21	2	9261	
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed		
TISA Funded	8620				220	21	2	8863	
Non-TISA Funded		237	101	60				398	

										PTR	Per	iod 1	- 08,	/07/20	024 -	09/0	04/2	024										
	_	(inderga	rten		1st Gra	de		2nd Gra	ide		3rd Gra	de	Total	Total	K-3 PTR	4th Grade 5th Grade						6th Gra	ıde	Total	Total	4-6 PTR	Total K-6	
	Р	#	PTR	Р	#	PTR	Р	#	PTR	Р	#	PTR	Pupils	Teachers	Ratio	Р	#	PTR	Р	#	PTR	Р	#	PTR	Pupils	Teachers	Ratio	
Black Fox	142	7	20.29	118	6	19.67	113	6	18.83	150	8	18.75	523	27	19.37	104	6	17.33	99	5	19.80	94	4	23.50	297	15	19.80	820
Bradley	48	3	16.00	51	3	17.00	56	3	18.67	47	3	15.67	202	12	16.83	41	3	13.67	51	3	17.00	40	2	20.00	132	8	16.50	334
Cason Lane	105	6	17.50	110	6	18.33	122	7	17.43	109	6	18.17	446	25	17.84	91	5	18.20	101	6	16.83	34	2	17.00	226	13	17.38	672
Discovery	60	3	20.00	60	3	20.00	60	3	20.00	60	3	20.00	240	12	20.00	66	3	22.00	66	3	22.00	20	1	20.00	152	7	21.71	392
Erma Siegel	121	7	17.29	129	7	18.43	123	7	17.57	153	8	19.13	526	29	18.14	128	8 6	21.33	136	7	19.43				264	13	20.31	790
Hobgood	94	5	18.80	117	6	19.50	100	5	20.00	97	5	19.40	408	21	19.43	106	5 5	21.20	83	4	20.75	54	3	18.00	243	12	20.25	651
John Pittard	96	5	19.20	121	7	17.29	119	6	19.83	117	6	19.50	453	24	18.88	107	6	17.83	117	6	19.50	58	3	19.33	282	15	18.80	735
Mitchell-Neilson	89	5	17.80	76	5	15.20	97	5	19.40	73	4	18.25	335	19	17.63	81	5	16.20	72	4	18.00	38	2	19.00	191	11	17.36	526
Northfield	102	5	20.40	97	5	19.40	94	5	18.80	96	6	16.00	389	21	18.52	79	5	15.80	103	5	20.60	34	2	17.00	216	12	18.00	605
Overall Creek	129	7	18.43	157	8	19.63	147	8	18.38	168	9	18.67	601	32	18.78	153	8 8	19.13	148	8	18.50				301	16	18.81	902
Reeves-Rogers	78	4	19.50	64	4	16.00	54	3	18.00	53	3	17.67	249	14	17.79	59	4	14.75	62	3	20.67				121	7	17.29	370
Salem	139	8	17.38	123	7	17.57	154	8	19.25	162	8	20.25	578	31	18.65	146	5 8	18.25	153	8	19.13	37	2	18.50	336	18	18.67	914
Scales	141	8	17.63	141	8	17.63	160	9	17.78	165	9	18.33	607	34	17.85	134	8	16.75	168	8	21.00				302	16	18.88	909
		Cinderga		4	1st Gra		6	2nd Gra		9	3rd Gra		H			Š	4th G			5th Gra			6th Gra					8620
Totals by Grade	1344	73	28.41	1364	75	18.19	1399	75	<b>18.65</b>	1450	78	<b>78.59</b>				1295	22	1,99	1359	0,	29,42	409	21	19,18				Total K-6

Regular Education PTR	Pupils	Teachers	PTR
Kindergarten thru Third Grade	5557	301	18.46
Fourth Grade thru Sixth Grade	3063	163	18.79
District Totals	8620	464	18.58

TRUANCY 10+ Days (Unexcused Absences)																		
	Peri	od 1	Peri	od 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		5		6		9		16		20		22
Bradley	1	-		1		1		1		1		5		7		9		12
Cason Lane	1	_		1		4		6		18		29		55		65		87
cason cane						7		0		10		23		33		03		- 67
Discovery	-	-		-		-		-		1		-		1		1		1
Erma Siegel	-	-		-		-		1		5		7		15		21		32
Hobgood	_			1		-		7		15		20		33		41		64
Hobgood	-			1				,		13		20		33		41		04
John Pittard	3	1		2		6		14		28		40		58		74		103
Mitchell-Neilson	-	-		-		3		12		21		25		42		54		85
Northfield	1	_		2		3		3		4		5		11		21		43
Northield		_						3		4				11		21		43
Overall Creek	-	-		4		2		2		4		4		4		6		14
Reeves-Rogers	-	1		2		6		10		18		20		24		39		53
Salem	1	_		1		4		10		21		35		54		69		86
Jaieiii	1			1		4		10		<b>41</b>		JJ		J <del>4</del>		UJ		80
Scales	-	-		-		2		4		7		7		13		23		45
Total Students	8	2	0	14	0	32	0	75	0	149	0	206	0	333	0	443	0	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		129		97		100		98		91		91		86		73
Bradley	63	75		49		38		29		32		34		33		29		26
Cason Lane	146	161		113		100		103		109		93		100		96		86
Discovery	51	30		16		10		14		16		12		10		8		5
Erma Siegel	107	109		71		55		47		49		58		49		44		38
Hobgood	152	151		119		130		123		133		121		123		117		108
John Pittard	168	142		112		101		100		95		91		97		96		81
Mitchell-Neilson	167	136		120		117		116		114		107		109		99		90
Northfield	132	126		113		89		73		78		72		71		72		70
Overall Creek	153	163		111		92		95		93		74		69		61		49
Reeves-Rogers	105	78		67		66		67		68		66		60		56		53
Salem	162	141		114		107		97		95		94		99		91		79
Scales	187	153		141		138		133		129		115		117		109		93
District Total	1754	1635	-	1275	-	1140	-	1097	-	1109	-	1028	-	1028	-	964	-	851
Internal %	20%	19%	-	14%	-	13%	-	12%	-	13%	-	12%	-	12%	-	11%	-	10%