# **Board of Education Regular Meeting** October 29, 2024 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Vice Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by two third graders, Wyatt Shingledecker and Breighlyn Siberon, from Cason Lane Academy and two first graders, Michael Young and Blakely Higgs from John Pittard Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Vice Chair Amanda Moore
III. COMMUNICATIONS Information Item Thank you to Coordinated School Health for their outstanding work in organizing multiple sports clinics for our students. Clinics have included softball and tennis with MTSU, as well as multiple opportunities for basketball clinics. Their efforts have provided wonderful opportunities for students to engage in physical activity, learn teamwork, and develop a love of sports.  Thank you to First Presbyterian Church for donating cleaning supplies to the teachers of Reeves-Rogers and thank you to St. Marks United Methodist for donating clothing for students and snacks for the teachers.  We want to acknowledge Crumbl Cookies of Murfreesboro for their support of the MCS "We See You" initiative.  Maurice's donated several bags of clothing items for our students.	Mrs. Lisa Trail
A. The Best of MCS-Julie Seymour Procedural Item	Dr. Trey Duke
B. Spotlight on Education-Farm to School Program Procedural Item	Ms. Sandy Scheele
C. Public Comment Procedural Item  i. MEA-Collaborative Conferencing Procedural Item	Vice Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda A. Approval of 10-15-24 Board Minutes Consent Item	Vice Chair Amanda Moore
B. Approval of Contract-Ironsmith Fire Consent Item C. Approval of Surplus Property Disposal	
Consent Item V. ACTION ITEMS	Vice Chair Amanda Moore

Action Item	
A. Approval of the 2024-2025 TISA Accountability Report	Dr. Trey Duke
Action Item	
B. Approval of Science Textbook Adoption Committee Members	Dr. Trey Duke
Action Item	
C. Approval of Growth Positions	Dr. Trey Duke
Action Item	
D. Approval of Budget Amendment-Title III Immigrant Grant	Dr. Trey Duke
Action Item	
E. Approval of Budget Amendment-FY25 GP Fund 141-Donations	Dr. Trey Duke
Action Item	
F. Approval of Revenue and Expenditure Report	Mr. Daniel Owens
Action Item	
VI. REPORTS AND INFORMATION	Vice Chair Amanda Moore
Information Item	
A. Personnel Report	Dr. Maria Johnson
Information Item	
B. Enrollment (PTR) Report	Mr. Ken Rocha
Information Item	
C. Director's Update	Dr. Trey Duke
Information Item	
VII. OTHER BUSINESS	Vice Chair Amanda Moore
Information Item	
VIII. ADJOURNMENT	Vice Chair Amanda Moore
Action Item	
IX. CLOSED EXECUTIVE SESSION	Vice Chair Amanda Moore
Information Item	

#### **MINUTES**

#### **Board of Education Regular Meeting**

October 15, 2024 6:00 PM MCS Administrative Offices

I. CALL TO ORDER	Chair Butch Campbell
Procedural Item	
<b>Present:</b> Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs.	
Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles.	
In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Don Bartch, Maria Johnson,	
Daniel Owens, Lisa Trail, Ken Rocha, and Sandy Scheele	
Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett	
A. Pledge of Allegiance	
Procedural Item	
The Pledge of Allegiance was led by Lisa VanCleave.	
B. Moment of Silence	
Procedural Item	
II. APPROVAL OF AGENDA	Chair Butch Campbell
Action Item	1
Dr. Duke asked that the agenda be adjusted by removing the Spotlight on Education. Ms.	
Cynthia Hopkins was not available, and although Mrs. Arnette had the presentation ready, he	
would like for Ms. Hopkins to present this to the Board at a future meeting.	
Motion to approve the agenda removing Spotlight on Education and moving to the October	
29th meeting This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David	
Settles, passed.	
Yea: 7, Nay: 0	
III. COMMUNICATIONS	Mrs. Lisa Trail
Information Item	
A. Spotlight on Education-Extended School Program	Dr. Trey Duke
Procedural Item	
This item was removed from the agenda	
B. Public Comment	Chair Butch Campbell
Procedural Item	
IV. CONSENT ITEMS	Chair Butch Campbell
Consent Agenda	
Motion to approve consent agenda This motion, made by Ms. Amanda Moore and seconded	
by Ms. Barbara Long, passed.	
Yea: 7, Nay: 0	
A. Approval of 9-24-24 Board Minutes	
Consent Item	
B. Second Reading of Board Policies	
Consent Item	
i. Approval of Board Policy 1.102 Board Members Legal Status on Second Reading	
Consent Item.	
C. Approval of Agreement with S.M. Lawrence	
Consent Item	
D. Approval of Field Trip Report-Discovery Beta Fees	
Consent Item	

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E. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of PreK Advisory Council Action Item Motion to approve the PreK Advisory Council. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0	Dr. Trey Duke
B. Approval of Extended School Program Advisory Board Action Item Motion to approve the Extended School Program Advisory Board after adding Board Member Ms. Jeanette Price. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Dr. Trey Duke
C. Approval of 2024 LEA Compliance Report Action Item Motion to approve the 2024 LEA Compliance Report. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
D. Approval Budget Amendment- Early Childhood Access for All Learning Network (AALN) Grant Action Item Motion to approve the Budget Amendment- Early Childhood Access for All Learning Network (AALN) Grant. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0	Dr. Trey Duke
E. Approval of Budget Amendment-FY25 Interfund Transfer Action Item Motion to approve the Budget Amendment-FY25 Interfund Transfer. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0	Dr. Trey Duke
F. Approval of Budget Amendment-FY25 General Purpose Fund 141 Conference USA Action Item  Motion to approve the Budget Amendment-FY25 General Purpose Fund 141 Conference USA.  This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed.  Yea: 7, Nay: 0	Dr. Trey Duke
G. Approval of Agreement-School Nutrition Commodity Buying Group Action Item Motion to approve Agreement-School Nutrition Commodity Buying Group. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0 Ms. Bush explained that in the past few days more schools had joined the procurement group, so she laid an updated agreement at the board members' desks with the additions.	Dr. Trey Duke
H. Approval of Hiring a Teacher of the Visually Impaired (TVI)  Action Item  Motion to approve the hiring of a Teacher of the Visually Impaired (TVI). This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed.  Yea: 7, Nay: 0  Dr. Duke explained that this requested position was that above what the board had approved in the budget.	Dr. Trey Duke

Ms. Dodd asked how many students we serve. Ms. Fairchild said that we have 24 visually impaired students, with 5 of those students being braille students which take more time.	
Ms. Long asked how many schools we have visually impaired students in. Ms. Fairchild said that we have visually impaired students in 10 schools.	
Ms. Amanda Moore asked if we place the students in a school or if it's their zoned school. She also asked if we've ever considered having them all in the same location to save travel time for the teachers. Dr. Duke and Ms. Fairchild said that we try to keep them in their zoned school.	
VI. REPORTS AND INFORMATION	Chair Butch Campbell
Information Item	14 D D (1
A. Transportation Update Information Item	Mr. Don Bartch
Mr. Don Bartch gave the board an update on the transportation program. He said that for the first time in a while, we are fully staffed with bus drivers. He said that we have pulled down the listing in HR and have some lined up that have applied and waiting on an open position.	
Dr. Duke said that the pay increase that the Board approved was working, along with the retention bonus, but he also wanted to acknowledge that Mr. Brian Rome is a great supervisor and people enjoy working for him. Mr. Bartch added that it helps that we have bus aides and that is appealing to anyone that considers applying.	
Mr. Bartch said that we do still have double routes but that only involves a small amount of students and is causing no issues. Mr. Bartch added that he appreciates the training that our bus drivers receive.	
Amanda Moore asked about the expansion of the parent responsibility zone and how it was going. Mr. Bartch said that it actually worked out very well and gave us more bus seats and allowed the transportation department to be in the office to answer parent phone calls right away.	
Dr. Duke explained that we track numbers monthly, and we are sitting at 578 more bus riders this month than we were this month last year. He said that overall, more families have signed up for transportation.	
Ms. Karen Dodd asked if our ultimate goal is to get rid of double routes, and Mr. Bartch said yes, that is the goal. He added that as a part of our capital outlay plan, we are looking at adding a longer special education bus in the future that could be used for general education and special education students.	
Dr. Duke said that we also have buses going out of service next year that will need to be replaced, but that will be a budgetary conversation.	
. Enrollment and Building Capacity Update Information Item	Dr. Trey Duk
Dr. Duke presented the report that he shared with the City Council (requested by City Manager Darren Gore). He wanted the Board to have the information with changes in enrollment after period 2 closed.	
Dr. Duke told the Board that he would send the PowerPoint to them as well.	
Dr. Duke reviewed enrollment numbers with the Board. He told the Board that we are down 271 students from last year, with that being related to possibly charter schools opening and some not returning due to the 3rd grade retention law. He also mentioned the fact that families	
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may be moving out of the city limits into surrounding counties. He discussed 6th grades and how they fluctuate from year to year. Dr. Duke touched on schools that he is concerned about that are at capacity and have new neighborhoods under construction around them.	
In summary:	
• Beginning of the year consistency in elementary population is something that is being seen in neighboring districts similar to MCS.	
We will be watching growth during the year closely.	
Last year, majority of growth happened from November to January.	
<ul> <li>Future growth is in areas where schools are already at highest capacity.</li> <li>New RCS elementary school could impact enrollment/growth at Overall Creek Elementary.</li> </ul>	
Black Fox and Salem are areas of highest concern: New growth and lack of impact from	
new county school.	
MCS will continue to monitor growth regularly and work with City staff to project future	
increases in student population	
Dr. Duke said that we will be looking at every option as we communicate with city council.	
C. Director's Update	Dr. Trey Duke
Information Item	
VII. OTHER BUSINESS	Chair Butch Campbell
Information Item	
A. Announce Upcoming TSBA Leadership Conference and Annual Convention-November 7-10,	Chair Butch Campbell
2024 at Gaylord Opryland Convention Center	
Information Item	
VIII. ADJOURNMENT	Chair Butch Campbell
Action Item	
Motion to adjourn at 7:07. This motion, made by Mr. Jimmy Richardson III and seconded by	
Mr. David Settles, passed.	
Yea: 7, Nay: 0	
The meeting adjourned at 7:07 p.m.	

Director of Schools

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# Board Meeting Memo

Agenda Item Title: Contract with Ironsmith Fire for purchase of fire suppression system maintenance and inspection services
Board Meeting Date: October 29, 2024
Department: Operations
Presented by: Don Bartch
Board Agenda Category:  Consent Agenda   Action Item  Reports and Information   Requires City Council Approval: Yes □ No ⊠
Requires City Council Approval. 1es 🗀 100 🖂
Summary The Operations Department is seeking to enter into a contract with Ironsmith Fire for fire suppression system maintenance and inspection. Multiple vendors were contacted and Ironsmith Fire provided the most comprehensive and lowest proposal for services. Ironsmith Fire is a limited liability company based out of Tennessee and possess all the required contractor licenses necessary to perform these services.  Staff Recommendation Approval of contract with Ironsmith Fire for purchase of fire suppression system maintenance and inspection services
<b>Fiscal Impact</b> The cost of the contract is \$45,990.00. The funding is derived from the general purpose budget. Last year, MCS spent \$33,056.50 on similar services.
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>

Last Updated: **Ironsmith Fire, LLC** Previous 10/7/2024 Annual Spend Counts Completed & Accurate to Records as \$33,056.50 All MCS Locations - Fire Equipment Quantities 11 Times Per Year 1 Time Per Year 11 Times Per Year 1 Time Per Year of 9/12/2024 Quantity Quantity Quantity Quantity Quantity Quantity Quantity Monthly Inspection **Address Reporting Fee School Name Annual Inspection -**Exit Signs, E-Lights & Kitchen **ReFill Kitchen Hood** Kitchen Hood **Monthly Inspection -**Exit Signs, E-Lights & Fire Extinguishers Fire Extinguishers Combos Hoods **Suppression Tanks Suppression Links** Combos Blackfox Elementary 1753 S Rutherford Blvd, Murfreesboro, TN 37130 37 37 68 10 1 Bradley Acacdemy 511 Dr. Martin Luther King Jr. Blvd, Murfreesboro, TN 37130 28 28 83 83 1 4 1 64 64 0 Buses & Maintenance Vans 710 New Salem Hwy, Murfreesboro, TN 37129 0 0 0 1 0 Cason Lane Academy 1330 Cason Ln, Murfreesboro, TN 37128 36 36 54 54 1 Cason Lane Pre-K 930 Cason Ln, Murfreesboro, TN 37128 12 12 2 2 0 0 0 1 Central Office 2552 S. Church St, Murfreesboro, TN 37128 19 19 26 26 1 1165 Middle Tennessee Blvd, Murfreesboro, TN 37130 30 30 62 62 Discovery School 1 Erma Siegel Elementary 135 W Thompson Ln, Murfreesboro, TN 37129 37 37 58 58 1 Hobgood Elementary 307 S Baird Ln, Murfreesboro, TN 37130 36 36 151 151 1 1 0 John Pittard Elementary 745 Dejarnette Ln, Murfreesboro, TN 37130 36 36 49 49 1 Little Sprouts Nursery (@ MNE) 711 W Clark Blvd, Murfreesboro, TN 37129 2 2 4 4 0 0 0 1 11 Maintenance & Transportation 710 New Salem Hwy, Murfreesboro, TN 37129 11 0 1 Mitchell Neilson Elementary 711 W Clark Blvd, Murfreesboro, TN 37129 13 31 31 59 59 1 26 26 57 57 Mitchell Neilson Primary 1303 Jones Blvd, Murfreesboro, TN 37129 1

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603

\$3.00

\$1,809.00

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1.026

\$2.00

\$2,052.00

\$22,572.00

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\$3,078.00

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\$1,750.00

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\$28.50

\$3,021.00

2

20

\$95.00

\$1,900.00

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1

19

\$26.00

\$494.00

Annual Total

\$45,990.00

42

47

32

44

33

603

\$2.00

\$1,206.00

\$13,266.00

**Total Quantity** 

**Monthly Price** 

**Annual Price** 

**Unit Price** 

Northfield Elementary

Salem Elementary

Scales Elementary

Overall Creek Elementary

Reeves-Rogers Elementary

550 W Northfield Blvd, Murfreesboro, TN 37129

429 Otter Trail, Murfreesboro, TN 37128

1807 Greenland Dr. Murfreesboro, TN 37130

3400 St Bernard Wy, Murfreesboro, TN 37128

2340 St Andrews Dr, Murfreesboro, TN 37128

# PROFESSIONAL SERVICES AGREEMENT BETWEEN MURFREESBORO CITY SCHOOLS AND IRONSMITH FIRE, LLC

This agreement ("Agreement") is entered into by and between Ironsmith Fire, LLC, a limited liability company of the State of Tennessee, (hereinafter referred to as "Contractor") and Murfreesboro City Schools, a municipal school system of the State of Tennessee (hereinafter referred to as "District") on the Effective Date as defined below.

**WHEREAS**, the District intends to purchase inspection, testing, repair and installation services for facilities within the school district;

WHEREAS, Contractor is a limited liability company having appropriate capacity and competence to provide professional services for the District, and has in its employ appropriately certified and licensed providers;

**NOW, THEREFORE**, District and Contractor for the consideration of provided for hereinafter, agree as follows:

#### **SECTION 1: PURPOSE OF AGREEMENT**

- 1.1 **Description of Services.** Contractor shall provide all tools, labor, and equipment to perform total maintenance, testing, and inspection for all fire suppression systems (hereinafter, "Services") within District and each of its components in accordance with the most current Tennessee Fire Codes, and all applicable local, State, and federal requirements. All maintenance to be performed by and in accordance with the Tennessee Fire Codes. Complete and total maintenance including, but not limited to, incidental and/or emergency service calls shall be the responsibility of the Contractor and qualified fire sprinkler technicians employed by the Contractor. Service calls shall be initiated by the Contract Administrator or his representative. Operational and all tests of the fire suppression systems shall be performed in accordance with the most current Tennessee Fire Codes. All tests shall be performed by the contractor and/or qualified fire sprinkler technician employed by the contractor. Any questions arising from code interpretation shall be addressed to the City of Murfreesboro Fire Marshal. The decision of the City of Murfreesboro Fire Marshal shall be binding.
- 1.2 **Rates**. Appendix A of this Agreement also includes a Rate Schedule that will apply to the Services provided under this Agreement. Contractor agrees that the rates set forth in this Agreement will remain unchanged unless an amendment to this Agreement is duly executed.
- 1.3 **Term.** The term of this Agreement shall be from the Effective Date as defined herein, to June 30, 2025, unless terminated by either party for cause or convenience as hereinafter provided. The District may, in its sole discretion, renew this Agreement for up to two (2) successive one (1) year renewal periods as long as written notice is provided at least thirty (30) days prior to the end

of the current term or first renewal term, as applicable. The District will review this Agreement annually before the anniversary of its Effective Date for the purpose of incorporating changes required by statutes. Changes required to be made by modification to this agreement or by issuance of a superseding agreement. If mutual agreement on the changes cannot be reached, the District will terminate this agreement.

1.4 **Independent Contractor.** Contractor will act as an independent contractor in the performance of its duties under this Agreement and shall retain control over its employees and agents. Under no circumstances shall any employees of any party of this Agreement be deemed the employees of the other for any purpose. Contractor is not deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein. Contractor shall be free to perform services for other companies, corporations, or organizations during the term of this Agreement. Contractor shall be wholly responsible for paying all taxes related to its employees, including but not limited to, federal and state income taxes, FICA, FUTA, and unemployment taxes to the extent that any or all of the foregoing are applicable. Contractor shall defend, indemnify, and hold harmless the District from and against any claims by any taxing authority, for any taxes, interest, or penalties relating to Contractor or its employees or agents.

#### **SECTION 2: SERVICE PROVIDERS**

- 2.1 Certification and Licenses. Contractor possesses all necessary approvals, licenses, permits, and authority to execute and deliver the Services set forth within this Agreement and to engage in the activities contemplated by this Agreement, and Contractor is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Contractor. All employees ("Service Providers") assigned to duties pursuant to this Agreement shall possess and maintain current licensure or certification in the State of Tennessee as required by their profession or discipline. All Services under this Agreement shall be provided consistent with the area of certification and licensure specified by the State of Tennessee, and within the professional scope of practice of each Service Provider's license, certification, and/or credentials.
- 2.2 **Personnel Obligations.** Contractor shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto. Contractor shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.
- 2.3 **Qualifications of Service Providers**. Contractor shall maintain and make available to District, current employment records for each Service Provider providing services under this Agreement. Records shall consist of an application, current license or certification issued by the State of Tennessee, and two professional references.

2.4 **Criminal History Records Checks.** To the extent necessary, Contractor shall also require a fingerprint criminal history records check performed by the Tennessee Bureau of Investigation prior to permitting employees to have direct contact with or close proximity to students, as required by Tennessee Code Annotated § 49-5-413. Fingerprint records checks of Service Providers shall be coordinated through Murfreesboro City Schools. Contractor will not allow an employee to come into contact with students or enter any District facilities if the criminal history records check indicates that the employee has been convicted of an offense that is classified as a sexual offense or the employee was convicted as a violent sex offender as defined by Tennessee Code Annotated § 40-39-202. Any costs incurred to perform these background checks and fingerprinting shall be paid by the Contractor.

#### **SECTION 3: INSURANCE AND INDEMNIFICATION**

- 3.1 **Indemnification.** Contractor shall indemnify, defend, and hold harmless the District from any and all losses, claims, or expenses, of whatever kind, including reasonable attorney fees, arising out of, or resulting from the performance, or failure to perform, of each party of the provisions contained herein. By way of explanation and not by way of limitation such losses may include bodily injuries, death, sickness, property damage or other injury which arises out of the performance of the provisions of this Agreement.
- 3.2 **Notice of Claim.** Notification of any event giving rise to an indemnification claim ("Notice of Claim") must be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement. Notice shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.
- 3.3 **Insurance.** Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in the State of Tennessee, such insurance as will protect Contractor from claims arising out of or resulting from Contractor's operations under this Agreement, and for which Contractor may be legally liable, whether such operation is conducted by Contractor or subcontractor, or by anyone directly or indirectly employed by any entity performing Services under this Agreement, or by anyone for whose acts any of the above-named entities may be liable. Contractor shall file Certificates of Insurance prior to the commencement of this Agreement and on the date of any renewal. Contractor shall include the District as an additional insured on a primary and non-contributory basis in its General Liability policy and provide at least thirty (30) days' notice to the District in the event of policy cancellation.
- 3.4 **Types and Amounts of Insurance Coverage.** Contractor shall secure and maintain the various insurance policies which, at a minimum, meet the requirements set forth herein, including: Worker's Compensation meeting the statutory limits required by the State of Tennessee, including liability limits no less than \$1,000,000.00 (one million dollars) General and Professional liability insurance for all of its Service Providers at a rate of \$1,000,000.00 (one million dollars) per

occurrence, and \$3,000,000.00 (three million dollars) in the aggregate. Coverage shall be maintained without interruption from the date of commencement of work until date of final payment. Contractor shall give District written notice prior to the cancellation or change of any of the above-mentioned policies.

#### **SECTION 4: COMPENSATION AND TERMINATION**

- 4.1 **Compensation.** District agrees to compensate Contractor pursuant to the rate schedule included herein as listed on Appendix A.
- 4.2 **Invoices.** Contractor will provide detailed invoices once per month, by the fifth (5<sup>th</sup>) of the month, for all services rendered under this Agreement by Contractor for the previous month. Payment for invoices are due within thirty (30) days of the issued invoice. Any invoices unpaid after thirty (30) days of the issued invoice will constitute just cause for the Contractor to terminate this Agreement with no further notice.
- 4.3 **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party consistent with the notice clauses provided herein. This Agreement may also be terminated by either party immediately for Cause. For the purposes of this Agreement, the term "Cause" shall mean: The failure to comply with any of the terms of this Agreement after being given written notice of such failure and the failure of the party to cure such condition within five (5) business days after receipt of such notice; the failure to implement or adhere to reasonable policies or procedures of the District after being notified of noncompliance and failing to cure such condition within five (5) business days after receipt of such notice; the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement and the failure to cure such condition within five (5) business days of receipt of such notice.
- 4.4 **Termination for Convenience.** The District or Contractor may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by either party. The District or Contractor shall provide the other party with at least thirty (30) days prior written notice before the effective termination date. Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the District be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 4.5 **Compensation Following Termination.** In the event of termination of this Agreement, any and all compensation which has accrued as of the date of termination shall be paid to the Contractor in accordance with the terms of this Agreement, but no additional compensation shall be due to Contractor.

#### **SECTION 5: GENERAL TERMS AND CONDITIONS**

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

- 5.2 **Selection of Jurisdiction and Venue, Waiver of Jury Trial, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. Notwithstanding any other provision in the Agreements to the contrary if a dispute, claim, or cause of action should arise between the parties (hereinafter "claim") the claim shall be brought in the state courts in Rutherford County, Tennessee or in the U.S. District Court for the Middle District of Tennessee, and the parties hereby expressly waive any objections and thereby consent to the jurisdiction and venue of said courts. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.
- Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees. Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between District and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
- Non-appropriation. Contractor acknowledges that District is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event District fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement. Furthermore, this provision shall extend to any and all obligations imposed upon District to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Contractor following the date of termination under this Agreement.
- 5.5 **Taxes.** As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.
- 5.6 **Binding Effect.** This Agreement is the entire agreement between District, (including District's employees and other end users) and Contractor. No employee of District or any other person, without authorization of the Board of Education can bind District to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with District's employees or other end users, to the contrary are null, void and without effect as it applies to District.

5.7 **Parties to Receive Notice.** Any notices contemplated by the Agreement to District shall also be sent via certified United States mail or via overnight delivery addressed to:

Murfreesboro City Schools

ATTN: FINANCE DEPARTMENT

2552 South Church Street Murfreesboro, TN 37127

Ironsmith Fire, LLC 374 Distribution Pkwy Collierville, TN 38017

- 5.8 **Amendment.** The Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.
- 5.9 **No Presumption Against Drafter.** This Agreement shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.
- 5.10 **Counterparts.** This Agreement may be executed in one or more counterparts by District and Contractor.
- 5.11 **Transfer and Assignment.** Contractor may not transfer or assign, including, but not limited to, subcontracting, this Agreement or any part thereof without the prior written consent of the District.
- 5.12 **Non-Discrimination.** There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.
- 5.13 **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. § 10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, District must, upon proper request, release public documents and records as defined by T.C.A. § 10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. District does not have the burden of establishing

that information is not confidential information or that its release is authorized to release the records. This section serves to meet such burden and authorization of disclosure.

- 5.15 Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) telecommunication breakdowns, power outages or shortages.
- 5.16 **Name and Logo.** District does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor. Additionally, District does not waive any moral right to the use of the name submitted to Contractor.
- 5.17 **Effective Date.** This Agreement is effective as of the last date written below ("Effective Date").
- 5.18 **Severability.** Each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final ruling that will not impair the operation of, or have any other effect upon, any other portions of this Agreement, all of which will remain binding on the parties and continue to be given full force and effect.
- 5.19 **Debarment and Suspension.** Contractor agrees to comply, and assures the compliance of each employee, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 1601.
- 5.20 **Federal Funding**. Contractor acknowledges that federal funding will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.
- 5.21 **Captions and Headings.** All captions and/or headings in this Agreement are intended solely for the convenience of the parties and non shall be deemed to affect the meaning or construction of any provision of this Agreement.
- 5.23 **Maintenance of Records.** Contractor shall maintain documentation for all charges associated with services provided pursuant to this Contract. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit at any reasonable time and upon reasonable notice by District or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written below:

Ironsmith Fire, LLC	Murfreesboro City Schools
Signature	Director of Schools
Date	Date
Printed Name	Approved as to form:
Title	Lauren Bush, Assistant City Attorney

#### PROFESSIONAL SERVICES AGREEMENT - APPENDIX A

Last Updated: 10/7/2024	Ironsmith Fire, LLC								
Counts Completed & Accurate to Records as of 9/12/2024	All MCS Locations - Fire Equipment Quantities	11 Times Per Year	1 Time Per Year	11 Times Per Year	1 Time Per Year				
		Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	Quantity	
School Name	Address	Monthly Inspection - Fire Extinguishers	Annual Inspection - Fire Extinguishers	Monthly Inspection - Exit Signs, E-Lights & Combos	Exit Signs, E-Lights & Combos	Kitchen Hoods	ReFill Kitchen Hood Suppression Tanks	Kitchen Hood Suppression Links	Reporting Fee
Blackfox Elementary	1753 S Rutherford Blvd, Murfreesboro, TN 37130	37	37	68	68	1	1	10	1
Bradley Acacdemy	511 Dr. Martin Luther King Jr. Blvd, Murfreesboro, TN 37130	28	28	83	83	1	1	4	1
Buses & Maintenance Vans	710 New Salem Hwy, Murfreesboro, TN 37129	64	64	0	0	0	0	0	1
Cason Lane Academy	1330 Cason Ln, Murfreesboro, TN 37128	36	36	54	54	1	2	8	1
Cason Lane Pre-K	930 Cason Ln, Murfreesboro, TN 37128	12	12	2	2	0	0	0	1
Central Office	2552 S. Church St, Murfreesboro, TN 37128	19	19	26	26	0	0	0	1
Discovery School	1165 Middle Tennessee Blvd, Murfreesboro, TN 37130	30	30	62	62	1	1	6	1
Erma Siegel Elementary	135 W Thompson Ln, Murfreesboro, TN 37129	37	37	58	58	1	2	8	1
Hobgood Elementary	307 S Baird Ln, Murfreesboro, TN 37130	36	36	151	151	1	0	7	1
John Pittard Elementary	745 Dejarnette Ln, Murfreesboro, TN 37130	36	36	49	49	1	2	1	1
Little Sprouts Nursery (@ MNE)	711 W Clark Blvd, Murfreesboro, TN 37129	2	2	4	4	0	0	0	1
Maintenance & Transportation	710 New Salem Hwy, Murfreesboro, TN 37129	11	11	6	6	0	0	0	1
Mitchell Neilson Elementary	711 W Clark Blvd, Murfreesboro, TN 37129	31	31	59	59	1	1	13	1
Mitchell Neilson Primary	1303 Jones Blvd, Murfreesboro, TN 37129	26	26	57	57	1	1	6	1
Northfield Elementary	550 W Northfield Blvd, Murfreesboro, TN 37129	42	42	53	53	1	1	6	1
Overall Creek Elementary	429 Otter Trail, Murfreesboro, TN 37128	47	47	75	75	1	2	7	1
Reeves-Rogers Elementary	1807 Greenland Dr, Murfreesboro, TN 37130	32	32	64	64	1	2	6	1
Salem Elementary	3400 St Bernard Wy, Murfreesboro, TN 37128	44	44	96	96	1	2	15	1
Scales Elementary	2340 St Andrews Dr, Murfreesboro, TN 37128	33	33	59	59	1	2	9	1
	Total Quantity		603	1,026	1,026	14	20	106	19
	Unit Price	\$2.00	\$3.00	\$2.00	\$3.00	\$125.00	\$95.00	\$28.50	\$26.00
	Monthly Price	\$1,206.00		\$2,052.00					
	Annual Price	\$13,266.00	\$1,809.00	\$22,572.00	\$3,078.00	\$1,750.00	\$1,900.00	\$3,021.00	\$494.00





Agenda Item Title: Approval of Surplus Items
Board Meeting Date: October 29, 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>

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.
- (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#** 

SERIAL#

VALUE

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

See attached your					
In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the items listed above.  School ScaleS  Principal  Supervisor  Assistant Superintendent of School Operations or Director of Technology  Director of Schools  Board Chairman	Date 10 14 24  Date Date 10 22 2024				
For inventory control use: copy to central office receiving/; copy to principal or supervisor/; copy to inventory control/; copy to vendor//  Notes on Disposal Method:					
Signature:	Date:				

approved approved - Burts billose dispose

#### 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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Director of Schools	S			N. Carlotte	
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# Ag.

#### 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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Assistant Superin	tendent of School O	perations or Direc	tor of Technology	Date 7 1.		
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Director of School	DIS					
				Date		
Board Chairman						
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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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#### SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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Signature:				Date:	





Agenda Item Title: 2024-2025 TI	SA Accountability Report
<b>Board Meeting Date:</b> October 29,	2024
<b>Department:</b> Director of Schools	
Presented by: Trey Duke	
Board Agenda Category:	
Consent Agenda	
Action Item	
Reports and Information	
<b>Requires City Council Approval:</b>	Yes □ No ⊠
Summary	

Goals for student achievement

the Tennessee Department of Education. This report must include:

- Explanation of how the district's stated goals can be met within the district's budget.
- A description of how the district's budget and expenditures from the prior school year enabled the district to make progress toward the stated student achievement goals.

T.C.A. § 49-3-112 requires each school district to submit an annual TISA funding accountability report to

Each district's TISA accountability report is required to be presented to the public for review and comment before the report is submitted to the department. The report must be submitted annually to the department by November 1<sup>st</sup>.

#### **Staff Recommendation**

Approval of the 2024-2025 TISA Accountability Report which includes all required information and stakeholder feedback.

#### **Fiscal Impact**

Submission of this plan is a requirement for receiving TISA funds. FY25 state TISA allocation for Murfreesboro City Schools is \$63,167,695.71.

#### 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.
$\square$ Safe: Every student will be <i>safe</i> through equitable access to buildings, facilities, and
infrastructure that meets their needs.
☐ Challenged: Every student will be <i>challenged</i> by learning from highly effective educators and
employees.

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



### 2024-25 Accountability Report Template

The Tennessee Investment in Student Achievement (TISA) public school funding formula marks a significant change in how Tennessee invests in public education. The TISA funding formula updates the way Tennessee funds public education for the first time in over 30 years to empower each student to read proficiently by third grade, prepare each high school graduate for postsecondary success, and provide resources needed for all students to ensure they succeed.

As part of TISA, <u>T.C.A.</u> § <u>49-3-112</u> requires each school district, starting in the 2023-24 school year, to submit an annual accountability report to the Tennessee Department of Education (department). This report must include:

- Goals for student achievement
  - One of the goals <u>must</u> include the district's plan to pursue the goal of seventy percent (70%) or more of the district's third grade students to score "met expectations" or "exceeded expectations" on the English Language Arts (ELA) portion of the TCAP tests. This goal must also detail the district's goal to increase 3<sup>rd</sup> grade ELA proficiency rates by 15% of the gap over the next three years (starting with the 2022-23 TCAP results) to achieve the district's stated goal of at least 70% of 3<sup>rd</sup> grade students proficient in ELA.<sup>1</sup>
- Explanation how the district's stated goals can be met within the district's budget.
- For reports submitted starting in the 2024-25 school year, a description of how the district's budget and
  expenditures from the prior school year enabled the district to make progress toward the stated student
  achievement goals.

Each district's TISA accountability report is required to be presented to the public for review and comment before the report is submitted to the department. The report must be submitted annually to the department by November 1<sup>st</sup>.

Furthermore, each district's TISA accountability report is required to be reviewed annually by the TISA Progress Review Board pursuant to <u>T.C.A. § 49-3-114</u> to determine whether the school district is taking the proper steps to achieve their stated goal.

This template is intended to assist districts in submitting their accountability reports to the department.

For questions, please review the TISA Accountability Report Guidance document or contact <a href="mailto:thedu.funding@tn.gov">thedu.funding@tn.gov</a>

Completed reports should be submitted in ePlan by November 1, 2024.

<sup>&</sup>lt;sup>1</sup> T.C.A. § 49-3-114 requires the TISA Progress Review Board to review district TISA accountability reports and set a district's minimum goal to increase the district's 3<sup>rd</sup> grade proficiency by 15% of the gap to 70% in 3 years, starting with the 2022-23 TCAP results. This does not apply to districts who have 70% or more of 3<sup>rd</sup> grade students proficient in ELA.

DISTRICT INFORMATION			
District Name		Murfreesboro City Schools	
Director of Schools Name		Dr. Bobby (Trey) Duke	
District Point of Contact	Name	Bobby Duke	
for TISA Accountability Report	Phone Number	615-893-2313	
·	Email Address	Trey.duke@cityschools.net	
Percent of 3 <sup>rd</sup> grade students who scored proficient ("met expectations" or "exceeded expectations") on the English Language Arts (ELA) portion of the most recent spring TCAP		40.40	

%			
Goal Statement 1:  3 <sup>rd</sup> Grade ELA Proficiency <sup>2</sup>	49 % of students will score proficient on the 3 <sup>rd</sup> grade ELA TCAP by		
Goal Statement 2:	MCS will reduce the percentage of students scoring below the 25 <sup>th</sup> percentile on the 1 <sup>st</sup> grade TDOE approved spring universal reading screener by the year 2028. The goal is to have 25% or less of 1 <sup>st</sup> grade students scoring below the 25 <sup>th</sup> percentile.		
Goal Statement 3:	MCS will increase the percentage of 3 <sup>rd</sup> – 5 <sup>th</sup> grade students meeting expectations or exceeding expectations on the TNReady ELA assessment to 66% by 2028.		
Goal Statement 4:	MCS will increase the percentage of 3 <sup>rd</sup> – 5 <sup>th</sup> grade students meeting expectations or exceeding expectations on the TNReady Math assessment to 75% by 2028.		
Goal Statement 5:			

<sup>&</sup>lt;sup>2</sup> **Note:** This is a required goal pursuant to T.C.A. § 49-3-112 and must include 70% or more of 3<sup>rd</sup> grade students proficient on the ELA TCAP. If your district already has 70% or more of 3<sup>rd</sup> grade students proficient in ELA, please state a goal that either maintains or increases that proficiency rate.

#### Goal Statement 1 (3<sup>rd</sup> grade ELA proficiency):

49% of students will score proficient	on the 3'" grade ELA TCAP by 20	127-2028 school year		
Year	Annual Outcome Target(s)	Associated Metrics/Data		
Year 1: 2023-2024 school year (Use actuals)	40.5%	3 <sup>rd</sup> Grade ELA TCAP assessment data by year.		
<b>Year 2:</b> 2024-2025 school year	42.7%			
<b>Year 3:</b> 2025-2026 school year	44.9%			
<b>Year 4:</b> 2026-2027 school year	47.1%			
<b>Year 5:</b> 2027-2028 school year	49.3%			
		1% which was extremely ambitious. Although we did not , the cohort of students in 3 <sup>rd</sup> grade did show an average grade.		
	For 2024-2025, we have set more realistic goals in line with the 15% gap closure requirement.			
<b>Reflection:</b> Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?	We will continue with many of the strategies we utilized to help show the significant cohort growth.			
	High quality ELA instru	ictional materials and assessments - \$473,869		
	2. School-wide Tier 3 into \$1,600,000	erventionists and academic tutors in all buildings –		
Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this	Increases in employee     educators – approxima	salaries to ensure retention and recruitment of high-quality ately \$3,200,000.		
goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.	All three of these investments played a crucial role in helping us make progress towards our goals. Our district's belief is that increases in reading scores will be contingent on having high-trained teachers in every classroom with the appropriate materials to move students forward academically. Additionally, the interventionists and tutors allow us to offer a continuum of support to students in need at a variety of levels.			
		le classrooms had access to high-quality instructional had access to Tier 3 interventionists and academic tutors.		

Goal Statement 1 (3 <sup>rd</sup> grade ELA proficiency):				
49% of students will score proficient on the 3 <sup>rd</sup> grade ELA TCAP by 2027-2028 school year				
	The use of funds for intensive, job-embedded professional development and substitutes — was also a significant strategy for us, but this was funded out of Title II and ESSER funds and not through TISA.			
Action Plan: List detailed action steps or strategies for the 2024-2025 school year to meet your annual target.	<ul> <li>Ensure all PreK- 2<sup>nd</sup> grade teachers complete the early literacy, sounds first training.</li> <li>The ELA BM assessments (iReady Reading and EL Ed microphases) will be reviewed three times per year to monitor progress toward proficiency in the state standards. This data will be used to help identify needed Tier 1, Tier 2, and Tier 2 interventions. Tier 1 interventions will follow the TNALL Corp model.</li> <li>Ensure all students have access to high-quality instructional materials and these materials are implemented with integrity. The Literacy Coordinators will work with administrators, coaches and teachers during the school year to evaluate and revise identified grade-level curriculum scope and sequences and include curriculum resources that support standards-aligned instruction.</li> <li>Teachers will be provided an intensive five-day job-embedded, curriculum-aligned profressional development on implementation of HQlM. Additionally, PD will be provided through in-service sessions, instructional walkthroughs, PLC meetings and Literacy Network meetings, focused on HQlM.</li> <li>Increasing joint training opportunties for special education and general education teachers on increasing access to Tier I for students with disabilities.</li> <li>Provide school-based collaborative walkthroughs with district coordinator and school leaders to monitor implementation and use findings to create and implement instructional improvement plans (CP)</li> <li>Monitor the effectivness of classroom instrution and the impact on learning by ensuring all teachers are appropriately evaluated using the state's TEAM evaluation model which includes feedback to improve instrution and learning.</li> </ul>			

#### Goal Statement 1 (3<sup>rd</sup> grade ELA proficiency):

49% of students will score proficient on the 3<sup>rd</sup> grade ELA TCAP by 2027-2028 school year

**Budget Narrative:** Describe how your district intends to use their budget to execute the action steps and meet the stated goal.

Funds will be used in the following ways to address the action steps:

- to provide substitute teachers so that participants may attend the training during the contract time, which guarantees participation.
- to provide needed materials and supplies for all participants.
- to provide interventionists at every building to address intervention services to students.
- to provide high-quality instructional materials for every classroom as well as for any growth positions that may be added.
- to employ full-time, PreK- 2nd and 3rd 6th Grade Literacy Coordinators to address the unique needs of early literacy and upper elementary literacy in each school.

#### **Goal Statement #2:**

MCS will reduce the percentage of students scoring below the 25<sup>th</sup> percentile on the 1<sup>st</sup> grade TDOE approved spring universal reading screener by the year 2028. The goal is to have 25% or less of 1<sup>st</sup> grade students scoring below the 25<sup>th</sup> percentile.

reading servence by the year zezern	11c godi 13 to 11dvc 23/0 of 1c33 of 1	grade students scoring below the 25° percentile.
Year	Annual Outcome Target(s)	Associated Metrics/Data
Year 1: 2023-2024 school year (Use actuals)	44.2%	State year's Aimsweb Spring Data for 1 <sup>st</sup> grade students.
<b>Year 2:</b> 2024-2025 school year	39.2%	
<b>Year 3:</b> 2025-2026 school year	34.2%	
<b>Year 4:</b> 2026-2027 school year	29.2	
<b>Year 5:</b> 2027-2028 school year	25% or less	
Reflection: Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?	to the district not meeting our go first training to all new employee	dergarten and 1 <sup>st</sup> grade literacy trainings and support due pal for the year. The district will continue to offer sounds es. Additionally, the district will have kindergarten teachers ORF assessment in the Spring, as an additional measure, grade ORF in the fall.
Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.	2. School-wide Tier 3 inter \$1,600,000  3. Increases in employee seducators — approximate All three of these investments plour goals. Our district's belief is thaving high-trained teachers in estudents forward academically. For 2023-2024 100% of 3rd grade	tional materials and assessments - \$473,869  eventionists and academic tutors in all buildings —  calaries to ensure retention and recruitment of high-quality tely \$3,200,000.  ayed a crucial role in helping us make progress towards that increases in reading scores will be contingent on every classroom with the appropriate materials to move Additionally, the interventionists and tutors allow us to students in need at a variety of levels.  e classrooms had access to high-quality instructional and access to Tier 3 interventionists and academic tutors.

## Goal Statement #2: MCS will reduce the percentage of students scoring below the 25th percentile on the 1st grade TDOE approved spring universal reading screener by the year 2028. The goal is to have 25% or less of 1st grade students scoring below the 25th percentile. The use of funds for intensive, job-embedded professional development and substitutes – was also a significant strategy for us, but this was funded out of Title II and ESSER funds and not through TISA. Ensure every PreK- 2nd grade teacher is provided and completes multisensory and Sounds First foundational skills strategy(s) via professional development. Professional development will be provided to Pre-K-2 teachers to ensure all Pre-K-2 students have access to the curriculum resources and practices through the use of a Sounds First Approach, multisensory strategies, and supporting small group differentiated instruction, via the use of a small group lesson framework (for clarity of instructional practices and targets). Provide Tier 2, and Tier 3 interventions daily with designated, highly-trained Action Plan: List detailed action interventionists/teachers and EAs. steps or strategies for the 2024-Administer microphase early literacy assessments in K-2 for all students to will be 2025 school year to meet your reviewed three times per year to monitor progress toward proficiency in the state annual target. standards and identify needs to provide targeted instruction and/or interventions Ensure all students have access to high-quality instructional materials and these materials are implemented with integrity. Employ a PreK-2nd Literacy Coordinator to focus on the needs of our youngest learners and provide specfic training and professional development in this area. Monitor the effectivness of classroom instrution and the impact on learning by ensuring all teachers are appropriately evaluated using the state's TEAM evaluation model which includes feedback to improve instrution and learning.

#### **Goal Statement #2:**

MCS will reduce the percentage of students scoring below the 25<sup>th</sup> percentile on the 1<sup>st</sup> grade TDOE approved spring universal reading screener by the year 2028. The goal is to have 25% or less of 1<sup>st</sup> grade students scoring below the 25<sup>th</sup> percentile.

Funds will be used in the following ways to address the action steps:

- to provide for substitute teachers so that participants may attend the training during the contract time which guarantees participation.
- to provide needed HQIM materials and supplies for all participants.
- to provide interventionists at every building to target intervention services for students.
- to provide high-quality instructional materials including decodables for every classroom as well as for any growth positions that may be added.
- to employ a full-time, PreK 2nd Grade Early Literacy Coordinator to address the unique needs of primary students for literacy instruction

**Budget Narrative:** Describe how your district intends to use their budget to execute the action steps and meet the stated goal.

#### Goal Statement #3:

MCS will increase the percentage of  $3^{rd} - 5^{th}$  grade students meeting expectations or exceeding expectations on the TNReady ELA assessment to 66% by 2028 and maintain a level 4 or 5 in  $6^{th}$  Grade ELA TVAAS.

Year	Annual Outcome Target(s)	Associated Metrics/Data
Year 1: 2023-2024 school year (Use actuals)	43.40%	3 <sup>rd</sup> – 5 <sup>th</sup> grade ELA TCAP assessment data by year and 6 <sup>th</sup> grade TVAAS Scores
<b>Year 2:</b> 2024-2025 school year	49%	
<b>Year 3:</b> 2025-2026 school year	54.6%	
<b>Year 4:</b> 2026-2027 school year	60.2%	
<b>Year 5:</b> 2027-2028 school year	66%	
Reflection: Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?	year after year for the past three the state average in ELA. The co	5 <sup>th</sup> grade ELA scores. These increases have been in place e years. Additionally, the district continues to outperform ntinued growth puts us on path to meet our goals. round our core actions of materials, professional services.
Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.	2. School-wide Tier 3 inters \$1,600,000  3. Increases in employees educators — approxima  All three of these investments pour goals. Our district's belief is having high-trained teachers in estudents forward academically. offer a continuum of support to	rventionists and academic tutors in all buildings – salaries to ensure retention and recruitment of high-quality tely \$3,200,000. layed a crucial role in helping us make progress towards that increases in reading scores will be contingent on every classroom with the appropriate materials to move Additionally, the interventionists and tutors allow us to students in need at a variety of levels. e classrooms had access to high-quality instructional and access to Tier 3 interventionists and academic tutors.

## Goal Statement #3: MCS will increase the percentage of 3<sup>rd</sup> – 5<sup>th</sup> grade students meeting expectations or exceeding expectations on the TNReady ELA assessment to 66% by 2028 and maintain a level 4 or 5 in 6<sup>th</sup> Grade ELA TVAAS. The use of funds for intensive, job-embedded professional development and substitutes – was also a significant strategy for us, but this was funded out of Title II and ESSER funds and not through TISA. Ensure all students have access to high-quality instructional materials and that they are implemented with integrity. Offer an intensive, five-day, job-embedded, curriculum-aligned training on appropriate use of HQIM integrity. Provide summer programming opportunities for at-risk students. Provide supports to students through an RTI Program that addresses the needs of students in Tiers 1, 2, and 3. Provide high-dosage, low-ratio tutoring for students who are at-risk of retention **Action Plan:** List detailed action or who need it to avoid retention. steps or strategies for the 2024-Teachers will be able to participate in monthly early-literacy networks to provide 2025 school year to meet your cross-school, district-level collaboration based on needs. annual target. Provide school-based collaborative walkthroughs with district coordinator and school leaders to monitor implementation and use findings to create and implement instructional improvement plans (CP) Implement a district HQIM implementation team to lead school-based improvement work. Monitor the effectivness of classroom instrution and the impact on learning by ensuring all teachers are appropriately evaluated using the state's TEAM evaluation model which includes feedback to improve instrution and learning.

#### Goal Statement #3:

MCS will increase the percentage of  $3^{rd} - 5^{th}$  grade students meeting expectations or exceeding expectations on the TNReady ELA assessment to 66% by 2028 and maintain a level 4 or 5 in  $6^{th}$  Grade ELA TVAAS.

**Budget Narrative:** Describe how your district intends to use their budget to execute the action steps

and meet the stated goal.

Funds will be used in the following ways to address the action steps:

- to provide substitute teachers so that participants may attend the training during the contract time which guarantees participation or stipends for summer training opportunities.
- to provide academic coaches in all buildings to lead learning and teacher growth.
- to provide appropriate diagnostic assessment materials for every classroom as well as for any growth positions that may be added.
- to provide high-quality instructional materials for every classroom as well as for any growth positions that may be added.
- to employ full-time, PreK- 2nd and 3rd 6th Grade Literacy Coordinators to address the unique needs of early literacy and upper elementary literacy.
- to provide Tier 3 interventionist for every building to provide interventions to atrisk students.
- to provide TNALL Corp tutors in all buildings

#### **Goal Statement 4:**

MCS will increase the percentage of  $3^{rd} - 5^{th}$  grade students meeting expectations or exceeding expectations on the TNReady Math assessment to 75% by 2028 and maintain a level 4 or 5 with  $6^{th}$  grade math

Year	Annual Outcome Target(s)	Associated Metrics/Data
Year 1: 2023-2024 school year (Use actuals)	46.96	3 <sup>rd</sup> – 5 <sup>th</sup> grade ELA TCAP assessment data by year and 6 <sup>th</sup> grade TVAAS Scores
<b>Year 2:</b> 2024-2025 school year	54%	
<b>Year 3:</b> 2025-2026 school year	61%	
<b>Year 4:</b> 2026-2027 school year	68%	
<b>Year 5:</b> 2027-2028 school year	75%	
<b>Reflection:</b> Did your district meet its Year 1 outcomes target(s)? How will this impact your action plan for the coming years?	continues to outperform the st us on path to meet our goals.	gains in our 3 <sup>rd</sup> – 5 <sup>th</sup> grade math scores. However, the district ate average in math. The continued high performance puts around our core actions of materials, professional a services.
Prior Year Report: What were the 2-3 major TISA investments you made in the prior year toward this goal? For each, please note the amount expended (rough estimate) and reflections on whether or not the investment contributed to progressing toward the goal or not, and how so.	All three of these investments played a crucial role in helping us make progres	

# **Goal Statement 4:** MCS will increase the percentage of 3<sup>rd</sup> – 5<sup>th</sup> grade students meeting expectations or exceeding expectations on the TNReady Math assessment to 75% by 2028 and maintain a level 4 or 5 with 6<sup>th</sup> grade math For 2023-2024 the use of the contract with Instructional Partners focused on PD for district instructional staff and a subset of district focus schools. This is being increased for 2024-2025. 100% of schools had access to Tier 3 interventionists and academic tutors. The district also made a significant investment in high-quality math materials for the 2023-2024 school year, but they were paid for out of previous year funds. Ensure all students have access to high-quality instructional materials and that they are implemented with integrity. Offer job-embedded, curriculum-aligned training on appropriate use of HQIM integrity. Provide summer programming opportunities for at-risk students. Provide supports to students through an RTI Program that addresses the needs of Action Plan: List detailed action students in Tiers 1, 2, and 3. steps or strategies for the 2024-Provide high-dosage, low-ratio tutoring for students who are at risk of retention. 2025 school year to meet your Teachers will be able to participate in monthly math networks and lesson studies annual target. to provide cross-school, district-level collaboration based on needs. Contract with Instructional Partners to provide intensive support in our math focus schools. Monitor the effectivness of classroom instrution and the impact on learning by ensuring all teachers are appropriately evaluated using the state's TEAM evaluation model which includes feedback to improve instrution and learning.

#### **Goal Statement 4:**

MCS will increase the percentage of  $3^{rd} - 5^{th}$  grade students meeting expectations or exceeding expectations on the TNReady Math assessment to 75% by 2028 and maintain a level 4 or 5 with  $6^{th}$  grade math

**Budget Narrative:** Describe how your district intends to use their budget to execute the action steps and meet the stated goal.

Funds will be used in the following ways to address the action steps:

- to provide for substitute teachers so that participants may attend the training during the contract time which guarantees participation or stipends for summer training opportunities
- to provide needed materials and supplies for all participants.
- to provide appropriate diagnostic assessment materials and adaptive instructional programs for every classroom as well as for any growth positions that may be added.
- to provide high-quality instructional materials for every classroom as well as for any growth positions that may be added.
- to employ a full-time Math Coordinator to address the unique needs of math instruction throughout the district and to lead professional development opportunities and a part time math support specialist to focus on intervention services.

#### **Public Comment** The TISA accountability report must be presented for public comment to parents, educators, and local community members prior to its submission to the department by November 1. October 16th - 29th Date(s) of opportunity for local public comment. The plan was provided through email to all families and staff of MCS. Families and staff Description of public comment were also provided a link to provide public comment through electronic communications opportunities (e.g. collection of on October 16, 2024 written comments, public hearing, On Tuesday, October 29, 2024, a local board meeting will be held with public comment local board meeting discussion, available. Please contact Lisa VanCleave at lisa.vancleave@cityschools.net for information etc.) on providing public comment during the board meeting. The district received 38 written comments that were submitted. Of these comments, 90% were from parents, 10% from staff. Comments were generally positive concerning the direction and support of the district. However, comments also included requests for additional information to benchmark the performance of our district with the performance of districts with similar demographics. Additionally, comments were made regarding the role of parent involvement, the impact of free lunches on academic performance, concerns about over testing, and specific concerns with individual schools or teachers. Specific quotes included: "MCS works diligently to provide students with a well-rounded education and the teachers are provided the highest quality materials to use during instruction. These provide a substantial amount of growth for every student and allows each teacher to recognize the individual gaps for each student and a plan with which to address them." Summary of public comment "What is the statistical correlation with the amount of money put into materials and received, if any. salaries vs outcomes year over year? Is there a rise in ESL students, creating challenges with less than expected results? Are ESL programs being funded with the money listed in this report as well? RCS is seeing a large increase in ESL students, so MCS is likely seeing the same influx; does this money get earmarked for ESL as well?" "Very detail and explain the course of action to help all children get the best education possible, and to help them stay on track and be able to achieve the fundamental success everyone is looking for in education their children." "The goals seem reasonable, and I think the K-2 focus on literacy will have a positive impact on students. As a middle school special education teacher, I've seen improvement in phonics skills coming out of City Schools in recent years. I'm confident that the focus on early literacy will improve third grade TCAP scores. Even though my daughter exceeded expectations on third grade TCAP, the anxiety surrounding this test was a lot." An action step was listed for each goal that related to the evaluation of teachers to address public comment on ensuring the district is "vetting" teachers to ensure they are meeting goals. Description of how your district did or did not incorporate public Statements were added in the Prior Year Report section of each goal to highlight the comment received into the final outcomes or metrics associated with the key investments based on feedback given. accountability report submission. All other public comments were reviewed and the additional feedback will be considered

during the FY25 budgeting process with the Board of Education.

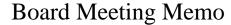




Agenda Item Title: Approval of Science Adoption Committee	genda Item Title: Approval of Science Adoption Committee										
Board Meeting Date: October 29, 2024											
Department: Curriculum and Instruction											
Presented by: Trey Duke											
Board Agenda Category: Consent Agenda □ Action Item ⊠ Reports and Information □  Requires City Council Approval: Yes □ No ⊠											
Summary											
Board Policy 4.400 clarifies that the responsibility to select textbooks and instructional materials, as recommended by the State Textbook Commission, rests with the local textbook selection committee, subject to approval by the Board. We are presenting the proposed list of members for the Science textbook adoption committee for Board approval. This committee will work over the next year to analythe state approved materials and make a recommendation to the Board next semester for the new Science curriculum.	-										
Staff Recommendation											
We are asking the Board's approval of the Science textbook committee members as presented											
Fiscal Impact											
There is no fiscal impact with the implementation of the science textbook committee. Purchasing of materials will be included in the FY26 budget.											
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 employees.</li> <li>☑ Empowered: Every student will be <i>empowered</i> through academic success</li> </ul>	and										

# Murfreesboro City Schools - Science Textbook Adoption Team (2024-2025)

Grade	Last Name	First Name	Endorsement Code	License Number	Yrs of Exp	School	Email Address
1	Cone	Emily	402,490	000294096	18	Salem	emily.cone@cityschools.net
1	Harris	Spring	499	000556666	14	Pittard	spring.harris@cityschools.net
1	Newsome	Jennifer	499	000583238	11	Discovery	jennifer.newsome@cityschools.net
2	Jones	Caleb	499,442	000592875	11	Overall Creek	caleb.jones@cityschools.net
2	Lyons	Bryana	120	000741894	4	Northfield	bryana.lyons@cityschools.net
3	Baker	Courtney	497	000234766	18	Black Fox	courtney.baker@cityschools.net
3	Kelley	Devontae	120	000709905	6	Erma Siegel	devontae.kelley@cityschools.net
3	Miga	Shae	403,442	000191303	13	Cason Lane	shae.miga@cityschools.net
3	Oliver	Amy	499	000554488	9	Mitchell Neilson	amy.oliver@cityschools.net
3	Saatzer	Rachel	120	000739865	4	Salem	rachel.saatzer@cityschools.net
3	Stephens	Stephanie	467,490	000594803	10	Scales	stephanie.stephens@cityschools.net
4	Barrett	Масу	120	000723017	4	Bradley	macy.barrett@cityschools.net
4	Curtis (Rone)	Kelsey	499,442	000624854	8	Hobgood	kelsey.curtis@cityschools.net
4	Horn	Melissa	467,442	000577916	10	Overall Creek	melissa.horn@cityschools.net
4	Karrh	Donna	120	000704752	7	Northfield	donna.karrh@cityschools.net
4	Layne	Haylee	120	000707812	3	Scales	haylee.layne@cityschools.net
4	Lewis	Kristy	497, 442	000256736	22	Black Fox	kristy.lewis@cityschools.net
4	Payne	Shea	144,490,499	000545335	10	Discovery	shea.payne@cityschools.net
4	Truesdell (Turner)	Elizabeth	120	000638102	6	Mitchell Neilson	elizabeth.truesdell@cityschools.net
5	Brown	Abbey	499,460	000600701	9	Overall Creek	abbey.brown@cityschools.net
5	Staggs	Clint	499	000566954	12	Erma Siegel	<u>clint.staggs@cityschools.net</u>
5	Stanley	Jennifer	499	000575329	12	Reeves Rogers	jennifer.stanley@cityschools.net
6	Morse	Victoria	122,124,144,145,443	000731213	14	Pittard	victoria.morse@cityschools.net
Administration	Rueby	Liz	419,420,442	000590631	14	Hobgood	<u>liz.rueby@cityschools.net</u>
Administration	Strevel	Tiffany	401,443	000225124	19	Black Fox	tiffany.strevel@cityschools.net
Coach	Eaton	Mallory	499,442	000571180	12	Overall Creek	mallory.eaton@cityschools.net
Coach	Inglis	Kim	499	000588844	11	Black Fox	kim.inglis@cityschools.net
Coach	St. John	Suzanne	486,497	000223891	19	Cason Lane	suzanne.st@cityschools.net
ESL	Burnett	Kirsten	120,490	000580980	14	Scales	<u>kirsten.burnett@cityschools.net</u>
ESL	Chumney	Sarah	440,467,473,490,499	000579608	17	Central Office	sarah.chumney@cityschools.net
K	Junker	Sue	499	000557516	13	Hobgood	sue.junker@cityschools.net
K	Kucker	Brianna	120	000707471	5	Reeves Rogers	brianna.kucker@cityschools.net
SPED	Potter	Lindsay	120,144,145,467,486	000700025	12	Central Office	lindsay.potter@cityschools.net





Agenda Item Title: Growth Position	ons		
<b>Board Meeting Date</b> : October 29, 2	2024		
Department: Instruction			
Presented by: Trey Duke			
Board Agenda Category:			
Consent Agenda			
Action Item	$\boxtimes$		
Reports and Information			
Requires City Council Approval:	Yes □ No ⊠		
Summary			

MCS is seeing an increase in students who require Special Education and English as a Second Language services. Due to this, we are requesting to hire the following growth positions above what was approved in the FY25 budget.

- One additional special education resource teacher at Black Fox Elementary. Currently, there are 69 students being served by the two resource teachers, and we expect this number to grow as the year progresses.
- One additional ESL teacher to be split between Salem and Scales and a ½ time ESL teacher for John Pittard Elementary. The state requires a 1:35 ratio in our ESL program, and MCS is currently at 1:35.3. The additional 1.5 positions will move us to a 1:34 ratio district wide.

#### **Staff Recommendation**

Recommended approval to hire an additional Special Education and ESL positions that is beyond what was approved in the FY25 General Purpose budget.

#### **Fiscal Impact**

Teacher salary, based on years' experience plus benefits. Increase in expenditures will be found in 71200-116 (Special Education) and 71100-116 (ESL). No budget amendment is required at this time.

#### 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
infr	rastructure that meets their needs.
$\boxtimes$	Challenged: Every student will be challenged by learning from highly effective educators and
em	ployees.
	Empowered: Every student will be empowered through academic success





Agenda Item Title: Title III-Immigrant Grant
Board Meeting Date: October 29, 2024
Department: Finance & Federal programs
Presented by: Trey Duke
Board Agenda Category:  Consent Agenda  Action Item  Reports and Information   Requires City Council Approval: Yes  No  No
Summary
The Federal Programs and Finance departments are seeking approval for funds awarded in the Title III Immigrant grant in the amount of \$4,962.02. Funds will be used to provide supplemental professional development opportunities for staff that directly impact the instruction of immigrant students.
The Board previously approved \$9,824.58 in reallocated funds from the state for unused state money. Those funds had to be encumbered by September 30, 2024. The new funds must be encumbered by June 30, 2025.
Staff Recommendation
Recommend approval of the new funding in the Title III Immigrant grant.
Fiscal Impact
Increases Title III Immigrant grant by \$4,962.02 to a total of \$14,786.99.
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>
<b>Empowered</b> : Every student will be <i>empowered</i> through academic success

# Murfreesboro City Schools Budget Amendment

# Schools Federal Projects Fund 142 Fiscal Year 2024-2025

# BOE Approval Exhibit A to resolution NO.

Account Description	BUDGE AS PASSE PREV AME	D OR		AMENDED BUDGET		MENDMENT INCREASE DECREASE)			
Revenues Title III Immigrant		9,825		14,787		4,962			
Total Increase in Revenues	\$	9,825	\$	14,787	\$	4,962			
Expenditures Title III Immigrant Inservice/Staff Development				4,962		4,962			
Total Increase in Expenditures	\$	( <del>*</del> )	\$	4,962	\$	4,962			
	CHANGE IN FUND BALANCE (CASH)  4,962  Funds will be used to provide supplemental professional development opportunities for teachers who directly								
impact instruction of immigrant students. Profession ELPA21 standards, testing, as well as teaching s				s but not limite	ed to	, new			
Reviewed by Finance Director/Finance Manager			10	)   31   2 4 Date					
						× .			
Approved	Bobb Director of S	ehools	D	Me 111		10/11/19 Date			





Agenda Item Title: FY25 General Purpose Fund 141 - Donations
Board Meeting Date: October 29, 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 recognizes individual donations for indigent children care made in memory of former ESE teacher, Ritch Campbell. This amendment allocates \$125 in Support-Other Student Support to help assist children in need. This amendment does not change fund balance.
Staff Recommendation
To approve the FY25 budget amendment to recognize the new revenue.
Fiscal Impact
This increases revenue by \$125 with corresponding expenditures. The budget amendment will be within FY25 approved budget and 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> <li>☐ Empowered: Every student will be <i>empowered</i> through academic success.</li> </ul>

### Murfreesboro City Schools Budget Amendment

**BOE Approval** 

10/29/2024

# General Purpose Schools Fund 141 Fiscal Year 2024-25

Account Number	Account Description	BUDGET AS PASSED OR AMENDED PREV AMENDED BUDGET				AMENDMENT INCREASE (DECREASE)		
	Revenues							
141 R 44570 Donations and Gifts		146,922		147,047		125		
	Total Increase in Revenues	\$ 146,922	\$	147,047	\$	125		
	<u>Expenditures</u>							
141 E 72130 599	Other Charges	\$ 9,500	\$	9,625	\$	125		
	Total Increase in Expenditure	\$ 9,500	\$	9,625	\$	125		

## CHANGE IN FUND BALANCE (CASH)

Donations in memory of former ESE teacher, Ritch Campbell, in the amount of \$125, were received from various indidviduals for Indigent Children. These funds will be used assisting children in need.

D-PC	10/23/24
Reviewed by Finance Director/Finance Manager	Date
Approved Boby Dulle III  Declined Director of Schools	/o/z3/z4 Date

# COMPARISON OF BUDGET TOTALS July 1, 2024 Through September 30, 2024

TOTAL INCOME 7/1/24 - 9/30/24	\$	16,812,507
TOTAL EXPENSES 7/1/24 - 9/30/24		21,342,958
NET INCOME 9/30/24	<b>\$</b>	(4,530,451)

#### 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	1,449,871	(12,850,129)	10.1%	16,700,000	1,513,921	(15,186,079)	9.1%
3 40000-41110-Other County Rev	1,761,800	282,581	(1,479,219)	16.0%	1,972,000	253,587	(1,718,413)	12.9%
4 43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	185,539	(990,387)	15.8%	701,422	439,758	(261,664)	62.7%
SUBTOTAL LOCAL REVENUE	\$ 32,237,726	\$ 1,918,474	\$ (30,319,252)		\$ 34,373,422	\$ 2,207,693	\$ (32,165,729)	
5 46310-Project Diabetes Grant	93,900	-	(93,900)	0.0%	126,700	-	(126,700)	0.0%
6 46510-TISA	59,992,037	11,843,949	(48,148,088)	19.7%	63,477,651	12,633,539	(50,844,112)	19.9%
7 46515-Early Childhood Ed. (VPK Grant)	1,326,895	-	(1,326,895)	0.0%	1,500,605	-	(1,500,605)	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)	F	-	-	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	\$ 11,843,949	\$ (52,246,480)		\$ 65,305,956	\$ 12,633,539	\$ (52,672,417,	)
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	21,078	(438,922)	4.6%	195,000	-	(195,000)	0.0%
15 49810-City of Murfreesboro Allocation	7,885,103	1,971,276	(5,913,827)	25.0%	7,885,103	1,971,276	(5,913,827)	25.0%
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	\$ 1,992,354	\$ (6,518,184)		\$ 8,236,103	\$ 1,971,276	\$ (6,264,827)	)
TOTAL REVENUES	\$ 105,113,275	\$ 15,754,777	\$ (89,358,498)	15.0%	\$ 107,939,481	\$ 16,812,507	\$ (91,126,974)	15.6%

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#### YEAR-TO-DATE EXPENDITURE COMPARISON

SEPTEMBER 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	10,047,366	(47,201,669)	17.6%	59,633,455	\$ 10,641,516	(48,991,939)	17.8%
2	71200-Sp. Ed. Instruction	12,674,470	1,913,664	(10,760,806)	15.1%	13,506,303	2,168,671	(11,337,632)	16.1%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	27,390	(133,575)	17.0%	180,600	48,033	(132,567)	26.6%
5	72120-Health Services	1,098,216	158,529	(939,687)	14.4%	1,214,210	174,802	(1,039,408)	14.4%
6	72130-Guidance	3,623,785	739,825	(2,883,960)	20.4%	4,185,000	807,226	(3,377,774)	19.3%
7	72210-Reg. Instr. Support	2,548,064	555,447	(1,992,617)	21.8%	2,699,349	667,061	(2,032,288)	24.7%
8	72220-Sp. Ed. Support	1,999,863	329,770	(1,670,093)	16.5%	2,087,055	406,622	(1,680,433)	19.5%
9	72250-Technology	2,674,265	654,135	(2,020,130)	24.5%	2,568,810	873,769	(1,695,041)	34.0%
10	72310-Bd. Of Education	1,966,681	863,717	(1,102,964)	43.9%	2,051,595	920,552	(1,131,043)	44.9%
11	72320-Office of Supt.	440,109	95,592	(344,517)	21.7%	471,438	106,876	(364,562)	22.7%
12	72410-Office of Principal	5,703,089	1,161,844	(4,541,245)	20.4%	6,020,570	1,262,044	(4,758,526)	21.0%
13	72510-Fiscal Services	886,045	257,976	(628,069)	29.1%	861,755	259,704	(602,052)	30.1%
14	72520-Personnel Services	594,415	162,825	(431,590)	27.4%	596,835	166,057	(430,778)	27.8%
15	72610-Oper. Of Plant	6,402,482	1,068,550	(5,333,932)	16.7%	6,327,847	1,108,241	(5,219,606)	17.5%
16	72620-Maint. Of Plant	4,608,543	652,540	(3,956,003)	14.2%	3,240,580	605,222	(2,635,358)	18.7%
17	72710-Pupil Transp.	4,544,354	701,783	(3,842,571)	15.4%	5,025,385	783,937	(4,241,448)	15.6%
18	73300-Community Service	522,655	90,840	(431,815)	17.4%	495,605	97,665	(397,940)	19.7%
19	73400-Early Childhood Educ.	1,108,368	174,878	(933,490)	15.8%	1,142,547	190,020	(952,527)	16.6%
20	76100-Reg. Cap. Outlay	171,872	29,235	(142,637)	17.0%	222,919	8,288	(214,631)	3.7%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	46,653	(170,957)	21.4%	217,601	46,653	(170,948)	21.4%
	TOTALS	109,194,886	19,732,558	\$ (89,462,328)	18.1%	112,749,459	21,342,958	\$ (91,406,501)	18.9%

# Human Resources Personnel Report 09/18/2024 - 10/23/2024

#### **Certified Hires**

Last Name	First Name	Start Date	Location	<u>Position</u>
Sisney	Jamiah	9/30/2024	DS	2nd Grade Teacher
Powers	Brandin	10/3/2024	CLA	4th Grade Teacher
Johnson	Elizabeth	10/17/2024	ESE	SPED Teacher
Hardin	Nate'	10/22/2024	HG	3rd Grade Teacher

#### **Certified Interims**

Last Name	First Name	<b>Interim Dates</b>	Location	<u>Position</u>	Replacing/For
Burton	Ellinois	9/27 - 2/26	NF	Interim Pre-K	Devon Ryan
Bailey	Christine	9/30 - ?	CLA	Interim 6th Grade	Vacancy
Greeson	Mike	10/3 - 12/2	CLA	Interim 4th Grade	Charlise Woodson
Stewart	Kim	10/14 - 1/28	CLA	Interim ESL	Petrina Smith
Sharp	Sheila	10/14 - 11/1	SC	Interim 2nd Grade	Abigail Chapman
Pierce	Daniel	10/14 - 11/22	MNS	Interim Music	Jessica Scruggs
Gregory	Lois	10/23 - 2/2	CLA	Interim 3rd	Megan Rose
Schenk	Diane	10/24 - 12/19	SC	Interim 2nd Grade	Amber Robeson

#### **Classified New Hires**

Last Name	First Name	Start Date	<b>Location</b>	<u>Position</u>
Hull	Suzi	9/23/2024	NF	SPED EA
Simmons	Heather	9/23/2024	NF	SPED EA
Aleer	Mary	9/24/2024	SC	SPED EA
Randolph	Carl	9/24/2024	SHOP	Filter Technician
Wyatt	Sabrina	9/26/2024	SHOP	Bus Driver
Williams	Melvin	9/30/2024	HG	SPED EA
Crips	Christopher	10/1/2024	SHOP	Maintenance Technician
Booker	Antonio	10/7/2024	SHOP	Maintenance Technician
Underwood	Yasmine	10/14/2024	NF	SPED EA
Scates	Laci	10/14/2024	CO	Behavior Coach
Yanis	Christina	10/14/2024	ESE	SPED EA
Truesdale	Ashiria	10/21/2024	SA	SPED EA
Swope	Alyssa	10/22/2024	SC	SPED EA

# **Certified Resignations/Retirements/Terminations**

Last Name	First Name	Last Day	Location	<u>Position</u>	Tenure Y/N
Kee	Tammie	8/30/2024	MNS	Academic Intervention	Υ
Smith	Amy	9/23/2024	CLA	6th Grade Teacher	N
Decker	Lindsay	10/4/2024	DS	2nd Grade Teacher	N
Urias	Candice	10/4/2024	CLA	4th Grade Teacher	N
Ippolito	James	10/4/2024	SC	1st Grade Teacher	N
Messick	Kristin	10/4/2024	CLA	1st Grade Teacher	Υ

# **Classified Resignations/Retirements/Terminations**

Last Name	First Name	Last Day	<b>Location</b>	<u>Position</u>
Taylor	Sharon	9/18/2024	CO	Payroll Assisstant
Johnson	Freida	9/27/2024	SHOP	Bus Assistant
Pszenny	Anna	10/4/2024	CO	Behavior Coach
Maxwell	Teresa	10/4/2024	ESE	EA
Rooks	Whitney	10/4/2024	ESE	SPED EA
Harrison	Amy	10/4/2024	JP	EA

			Enro	llment	Period 2	2 - 09/0	5/2024	- 10/03	3/2024	1
	K-6	PS	PS	PS	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss	
	Gen Ed Totals	VPK	SpEd	Peers					from Per 1	
Black Fox	822	38			27			887	0	Total Growth Over Period 9 23-24
Bradley	334							334	0	Period 9 2023-2024 <b>9490</b>
Cason Lane	672	78	38	23	32			843	(19)	Growth from 23-24 to 24-25221
Discovery	391							391	(1)	
Erma Siegel	792		13	12	25		2	844	4	TISA Funded Growth Over Period 9 23-24
Hobgood	644				13			657	(7)	Period 9 2023-2024 <b>9064</b>
John Pittard	732	40	12	12	26			822	(2)	Growth from 23-24 to 24-25173
Mitchell-Neilson	533	40	11	8		22		614	9	
Northfield	611	39	8	6	23			687	4	TISA Funded Growth by Reporting Period
Overall Creek	915				17			932	12	Period 2 2023-2024 <b>8947</b>
Reeves-Rogers	366				12			378	(4)	Growth from 23-24 to 24-25 <b>-56</b>
Salem	924				20			944	11	
Scales	909				27			936	1	Average Attendance Percentage
								9269	8	95.5%
Totals	8645	235	82	61	222	22	2	9269	1	
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed		-	
TISA Funded	8645				222	22	2	8891	]	
Non-TISA Funded		235	82	61				378	J	

										PTR	Peri	od 2	- 09	/05/2	024 -	10/0	)3/2	024											
		Kinderga	rten		1st Gra	ıde		2nd Gra	ade		3rd Gra	ide	Total	Total	K-3 PTR		4th Gr	ade		5th Gra	de		6th Gra	de	Total	Total	4-6 PTR	Total K-6	Gain/Loss
	Р	#	PTR	Р	#	PTR	Р	#	PTR	Р	#	PTR	Pupils	Teachers	Ratio	Р	#	PTR	Р	#	PTR	Р	#	PTR	Pupils	Teachers	Ratio		from Per 1
Black Fox	140	7	20.00	119	6	19.83	113	6	18.83	151	8	18.88	523	27	19.37	105	6	17.50	100	5	20.00	94	4	23.50	299	15	19.93	822	2
Bradley	50	3	16.67	49	3	16.33	56	3	18.67	46	3	15.33	201	12	16.75	43	3	14.33	51	3	17.00	39	2	19.50	133	8	16.63	334	0
Cason Lane	106	6	17.67	110	6	18.33	125	7	17.86	111	6	18.50	452	25	18.08	90	5	18.00	101	6	16.83	29	2	14.50	220	13	16.92	672	0
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	65	3	21.67	20	1	20.00	151	7	21.57	391	(1)
Erma Siegel	122	7	17.43	129	7	18.43	123	7	17.57	154	8	19.25	528	29	18.21	128	6	21.33	136	7	19.43				264	13	20.31	792	2
Hobgood	93	5	18.60	112	6	18.67	101	5	20.20	92	5	18.40	398	21	18.95	107	5	21.40	84	4	21.00	55	3	18.33	246	12	20.50	644	(7)
John Pittard	95	5	19.00	116	7	16.57	120	6	20.00	118	6	19.67	449	24	18.71	106	6	17.67	118	6	19.67	59	3	19.67	283	15	18.87	732	(3)
Mitchell-Neilson	90	5	18.00	78	5	15.60	97	5	19.40	75	4	18.75	340	19	17.89	83	5	16.60	73	4	18.25	37	2	18.50	193	11	17.55	533	7
Northfield	103	5	20.60	97	5	19.40	97	5	19.40	97	6	16.17	394	21	18.76	81	5	16.20	102	5	20.40	34	2	17.00	217	12	18.08	611	6
Overall Creek	130	7	18.57	161	8	20.13	149	8	18.63	171	9	19.00	611	32	19.09	153	8	19.13	151	8	18.88				304	16	19.00	915	13
Reeves-Rogers	76	4	19.00	63	4	15.75	51	3	17.00	57	3	19.00	247	14	17.64	58	4	14.50	61	3	20.33				119	7	17.00	366	(4)
Salem	142	8	17.75	126	7	18.00	152	8	19.00	165	8	20.63	585	31	18.87	148	8	18.50	154	8	19.25	37	2	18.50	339	18	18.83	924	10
Scales	140	8	17.50	140	8	17.50	160		17.78	168	9	18.67	608	34	17.88	132	_	16.50	169	8	21.13				301	16	18.81	909	0
Totals by Grade	1347	Kinderga 82	rten 59.	1360	1st Gra	18.13	1404	2nd Gra	18.72 18.72	1465	3rd Gra	nde 78.18				1300	4th Gr	78.06	1365	5th Gra	49.50	404	6th Gra	de 29.24				8645 Total K-6	25

Regular Education PTR	Pupils	Teachers	PTR
Kindergarten thru Third Grade	5576	301	18.52
Fourth Grade thru Sixth Grade	3069	163	18.83
District Totals	8645	464	18.63

					TRU	JANCY	10+	Days (	Unex	cused	Abser	nces)						
	Peri	od 1	Peri	od 2	Peri	od 3	Peri	od 4	Peri	od 5	Peri	od 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	-		1		5		6		9		16		20		22
Bradley	1	-	1	1		1		1		1		5		7		9		12
Cason Lane	1	-	2	1		4		6		18		29		55		65		87
Discovery	-	-	-	-		-		-		1		-		1		1		1
Erma Siegel	-	-	-	-		-		1		5		7		15		21		32
Hobgood	-	-	1	1		-		7		15		20		33		41		64
John Pittard	3	1	7	2		6		14		28		40		58		74		103
Mitchell-Neilson	-	-	-	-		3		12		21		25		42		54		85
Northfield	1	-	1	2		3		3		4		5		11		21		43
Overall Creek	-	-	-	4		2		2		4		4		4		6		14
Reeves-Rogers	-	1	2	2		6		10		18		20		24		39		53
Salem	-	-	4	1		4		10		21		35		54		69		86
Scales	-	-	-	-		2		4		7		7		13		23		45
Total Students	7	2	19	14	0	32	0	75	0	149	0	206	0	333	0	443	0	647

				Chron	ic Abse	nteeisi	m = mis	ssing 10	0% or m	ore (Ex	cused	and Ur	nexcuse	ed)				
	Period 1			(4+ days)	Period 3		Period 4		Period 5 (		Period 6 (		Period 7 (14 + days)		Period 8 (16+ days)		Period 9 (18+ days)	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	161	170	132	129		97		100		98		91		91		86		73
Bradley	63	75	39	49		38		29		32		34		33		29		26
Cason Lane	146	161	134	113		100		103		109		93		100		96		86
Discovery	51	30	32	16		10		14		16		12		10		8		5
Erma Siegel	107	109	72	71		55		47		49		58		49		44		38
Hobgood	152	151	116	119		130		123		133		121		123		117		108
John Pittard	168	142	117	112		101		100		95		91		97		96		81
Mitchell-Neilson	167	136	140	120		117		116		114		107		109		99		90
Northfield	132	126	94	113		89		73		78		72		71		72		70
Overall Creek	153	163	111	111		92		95		93		74		69		61		49
Reeves-Rogers	105	78	84	67		66		67		68		66		60		56		53
Salem	162	141	120	114		107		97		95		94		99		91		79
Scales	187	153	163	141		138		133		129		115		117		109		93
District Total	1754	1635	1354	1275	-	1140	-	1097	-	1109	-	1028	-	1028	-	964	-	851
Internal %	20%	19%	15%	14%	-	13%	-	12%	-	13%	-	12%	-	12%	-	11%	-	10%