

Board of Education Regular Meeting/Work Session

August 22, 2023 5:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 8-8-23 Board Minutes Consent Item	
B. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 1.901 Charter School Applications on Second Reading Consent Item	
ii. Approval of Board Policy 1.902-Charter School Agreements on Second Reading Consent Item	
iii. Approval of Board Policy 1.906 Charter School Revocation on Second Reading Consent Item	
iv. Approval of Board Policy 2.805 Purchasing on Second Reading Consent Item	
v. Approval of Board Policy 2.808-Purchase Orders and Contracts on Second Reading Consent Item	
vi. Approval of Board Policy 4.203 Summer Learning Programs (New) on Second Reading Consent Item	
vii. Approval of Board Policy 6.2011 Voluntary Pre-K Attendance on Second Reading Consent Item	
IV. PUBLIC COMMENT Procedural Item	Chair Butch Campbell
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 1.904-Charter School Intervention on Second Reading with Changes Action Item	Ms. Lauren Bush
B. Approval of Board Policy 1.905 Charter School Renewal on Second Reading with Changes Action Item	Ms. Lauren Bush
C. Approval of the Consolidated Funding Application Revision Action Item	Dr. Trey Duke
D. Approval of Title IX McKinney-Vento Grant Action Item	Dr. Trey Duke
E. Approval of TNALL Corp Award Action Item	Dr. Trey Duke
F. Approval of Family Resource Center Advisory Board Action Item	Dr. Trey Duke

G. Approval of Cisco Subscription Agreement Action Item	Dr. Trey Duke
H. Approval of Microsoft Volume Licensing Action Item	Dr. Trey Duke
I. Approval of TSBA Policy Manual Maintenance and Online Service Agreement Action Item	Dr. Trey Duke
J. Approval of STARS Nashville Enhanced Student Assistance Program Agreement Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. 2023-2024 District Organizational Chart Information Item	Dr. Trey Duke
B. Enrollment Update Information Item	Mr. Ken Rocha
C. Report on Exit and Stay Interviews Information Item	Ms. Maria Johnson
D. District Focus Areas and Priorities for 2023-2024 Information Item	Dr. Trey Duke
E. 2023-2024 Instructional Priorities Information Item	Dr. Trey Duke/Ms. Sheri Arnette
F. Capital Improvement Update Information Item	Mr. Don Bartch
G. Threat Assessment Teams Information Item	Mr. Ken Rocha
H. Director's Evaluation Instrument Information Item	Ms. Lauren Bush
VII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

August 8, 2023 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Wesley Ballard, Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Absent: Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Lisa Trail, Charise McDaniel, Ken Rocha, Chris George, Don Bartch, Kim Williams, Roxana Dove, Robin Newell, Maria Johnson, Natalie Hardiman, Jeremy Lewis, Caitlin Bullard, Angela Fairchild, Sonya Cox</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item</p> <p>Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Butch Campbell
<p>III. COMMUNICATIONS Information Item</p> <p>The City Schools Foundation will host a doubles tennis tournament fundraiser at Adam's Tennis Complex on October 27 and 28.</p> <p>Thank you to the many businesses, faith-based organizations and United Way for the back to school supplies and backpacks provided to our students and schools.</p> <p>In addition, thank you to MTSU athletics and the adult sororities and fraternities that greeted our students on the first days of school.</p> <p>The MCS Hall of Fame is accepting nominations for the 2nd annual induction ceremony. The Hall of Fame recognizes and honors exceptional career individuals, including teachers and non-teachers, that have made significant contributions to MCS and our students. Nomination opportunities will cease in mid-August.</p> <p>You are invited to the community ribbon cutting and open house for the Cason Lane Pre-K building on August 23. All the details will be sent to you soon.</p> <p>We would like to Thank the following individuals for assisting in the Poverty Simulation recently held at Cason Lane Academy:</p> <ul style="list-style-type: none">• Gabiral Cathey-Prevention Coalition	Mrs. Lisa Trail

<ul style="list-style-type: none"> • Kaysi Paul-Prevention Coalition • Greg Lyles- Backpack Food Volunteer • Jolene Radnoti-Read to Succeed • Angela Morrell-Fellowship United Methodist Church • Joann Kavanaugh-Fellowship United Methodist Church • Debbie Summerskill-New Vision Church • Noah Davidson-Benchmark Realty • Dan Morrell-Fellowship United Methodist Church • Crystal Ellis-Patterson Park Community Center (Murfreesboro Parks & Recreation) • Shermarial Finley-MCCAA • Carmen Maples-Rutherford County Health Department • Louise Dixon-MCCAA Head Start <p>Also, Publix Market at Victory Village and Frito-Lay for food donations.</p>	
<p>A. Introduction of New Principals Caitlin Bullard-Discovery School Jeremy Lewis-Bradley Academy Procedural Item</p>	Dr. Trey Duke
<p>B. Recognition of SROs Procedural Item</p> <p>Capt Fanning, captain of the SRO division, came to the podium to explain the work of the SROs in our school system. He told the board that the protection of our students is first and foremost. He said that the purpose is to keep the children safe but the SROs will also be relationship builders and work with students that are struggling. Lt Carter couldn't be here but Sgt Williams, Sgt Shannon, and Chief Bowen were in attendance. Captain Fanning told the board to feel free to reach out to him or anyone in his division at anytime.</p> <p>Chair Campbell said that the SROs are a blessing to our district, and he appreciates the job that they do.</p>	Mr. Don Barch
<p>C. The Best of MCS-New Vision Backpack Team and Fellowship United Methodist Church Procedural Item</p>	Dr. Trey Duke
<p>D. Spotlight on Education-PreK Building-Roxana Dove and Robin Newell Procedural Item</p> <p>Robin Newell and Roxana Dove presented pictures to the board of the new Cason Lane PreK building and told the board that the IPK students started at the school this morning. Mrs. Newell said that they will have open house each night this week and invited the board out to see the new building.</p> <p>Roxana Dove shared some information with the board regarding the number of classrooms and the number of students on the waiting list.</p> <p>Chair Campbell said that he visited the buidling and it looks very nice. Mr. Richardson thanked the city for acquiring this building for city schools. He also thanked Mrs. Newell and told her that she was well suited for this position.</p> <p>Dr. Duke told the board that this renovation and move happened extremely quickly. He said</p>	Dr. Trey Duke

that Mr. Holt and Mr. Huddleston with the city have been great to work with. Dr. Duke also gave a special thanks to Mr. Larry Willeford, Maintenance Supervisor, and his team and Mr. Don Barch, Asst Superintendent, for such a tremendous job getting the building ready and teachers moved in.	
E. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
A. Approval of 7-25 Board Minutes Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of the Extended School Advisory Board Action Item Motion to approve the Extended School Advisory Board. This motion, made by Ms. Karen Dodd and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
B. Approval of the PreK Advisory Council Action Item Motion to approve the PreK Advisory Council. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of the Director's Evaluation Document for the New School Year-Presented by the Director Action Item Motion to table the Director's Evaluation Document for the New School Year-Presented by the Director. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, tabled. Yea: 6, Nay: 0, Absent: 1 Mr. Richardson said that there were a few metrics that he would like to see changed in that document. Ms. Bush will speak with Mr. Richardson about the changes and bring a draft to the next meeting.	Dr. Trey Duke
D. Approval of Board Policy 1.901 Charter School Applications on First Reading Action Item	Ms. Lauren Bush

<p>Motion to approve Board Policy 1.901 Charter School Applications on First Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 1, Abstain (With Conflict): 1 Mr Ballard asked if as we go through other charter school policies are we doing anything outside what is being dictated to us/</p> <p>Ms. Lauren Bush explained that all changes are statutory or pursuant to the state board. She said that we will not know if anyone applies for a charter school until December and all formal applications are due by February 1. She said that if we reject the charter school applications due to faulty application, they can reapply, but if we deny that application, they can submit it to the State Board. Ms. Bush explained that we have to have this in policy as written. The applicants would have appeal rights under the new statutes.</p>	
<p>E. Approval of Board Policy 1.902-Charter School Agreements on First Reading Action Item</p> <p>Motion to approve Board Policy 1.902-Charter School Agreements on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>F. Approval of Board Policy 1.904-Charter School Intervention on First Reading Action Item</p> <p>Motion to approve Board Policy 1.904-Charter School Intervention on First Reading. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. Yea: 5, Nay: 0, Absent: 1, Abstain (With Conflict): 1 Ms Moore stated that Tier II gives a timeline, but Tier I has no timeline. She suggested that be added to the second reading. She said that the wording in Tier I mirrors Tier II on second reading.</p>	Ms. Lauren Bush
<p>G. Approval of Board Policy 1.905 Charter School Renewal on First Reading Action Item</p> <p>Motion to approve Board Policy 1.905 Charter School Renewal on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Jimmy Richardson would like to consider adding language to this policy for second reading to do annual check ins.</p>	Ms. Lauren Bush
<p>H. Approval of Board Policy 1.906 Charter School Revocation on First Reading Action Item</p> <p>Motion to approve Board Policy 1.906 Charter School Revocation on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>I. Approval of Board Policy 2.805 Purchasing on First Reading Action Item</p> <p>Motion to approve Board Policy 2.805 Purchasing on First Reading. This motion, made by Mr. Wesley Ballard and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush

<p>J. Approval of Board Policy 2.808-Purchase Orders and Contracts on First Reading Action Item</p> <p>Motion to approve Board Policy 2.808-Purchase Orders and Contracts on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Ms. Lauren Bush</p>
<p>K. Approval of Board Policy 4.203 Summer Learning Programs (New) on First Reading Action Item</p> <p>Motion to approve Board Policy 4.203 Summer Learning Programs (New) on First Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Ms. Lauren Bush</p>
<p>L. Approval of Board Policy 6.2011 Voluntary Pre-K Attendance on First Reading Action Item</p> <p>Motion to approve Board Policy 6.2011 Voluntary Pre-K Attendance on First Reading. This motion, made by Mr. Wesley Ballard and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Ms. Lauren Bush</p>
<p>M. Approval of Contract for HVAC Renovations at Hobgood Elementary Action Item</p> <p>Motion to approve the Contract for HVAC Renovations at Hobgood Elementary to Xenergy. This motion, made by Ms. Karen Dodd and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p> <p>Mr. Ballard asked if we have any experience with Xenergy. Kim Williams came forward and explained that the vendor has been vetted by the city purchasing department. She said that they had to meet certain qualifications with the city. They have valid business and contract license. They have offices in Nashville and Franklin.</p> <p>Barbara Long asked about a timeline on this project. Mr. Don Bartch explained that pre-work may happen during breaks this year, but the bulk of the work will be when school is out in May. Dr. Duke explained that the project is being paid out of ESSER funds and would have to be complete by July 30, 2024, while funds are available.</p>	<p>Dr. Trey Duke</p>
<p>N. Approval of Contract for HVAC Renovations at Reeves Rogers Action Item</p> <p>Motion to approve the Contract for HVAC Renovations at Reeves Rogers to Xenergy. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Dr. Trey Duke</p>
<p>VI. REPORTS AND INFORMATION Information Item</p>	<p>Chair Butch Campbell</p>
<p>A. Enrollment Update Information Item</p> <p>Mr. Rocha left enrollment reports at the board members' desks. He came forward to explain the numbers as of today. He told the board that there were 8944 students in schools as of today. That is 162 more students compared to this time last year. He gave the board the following information:</p>	<p>Mr. Ken Rocha</p>

<p>63 more students at Erma Siegel 76 more at Black Fox 46 more at Overall Creek 41 more at Cason Lane He said these numbers are more than what was projected at these schools. He will be looking at these numbers daily. He stated that tomorrow we will be welcoming kindergarteners.</p> <p>Dr. Duke clarified that on the report the board could see that this information (day 2) is compared to day 2 last year, but numbers will fluctuate daily.</p>	
<p>B. District TNReady Scores Report Information Item</p> <p>Dr. George presented a PowerPoint to the board explaining the District TNReady Scores. The board asked that they receive a copy of this PowerPoint. Lisa VanCleave sent the information to the board.</p> <p>Dr. Duke explained that in grades 3-5 we are knocking on the door of a 10% growth over two years. He stated that he is very proud of where we are.</p>	<p>Dr. Trey Duke and Dr. Chris George</p>
<p>C. Director's Update Information Item</p> <p>Dr. Duke told the board that the kindergarten phase in will begin tomorrow. He said that next Monday, August 14 is when every student K-6 will be present.</p> <p>Dr. Duke told the board that he and his team are evaluating numbers each day in case they need to make staffing changes, they can do so as quickly as possible.</p> <p>Dr. Duke reminded the board that Tuesday, August 22, will be an extended meeting starting at 5:00 p.m. at central office. Lisa VanCleave will send a reminder about this meeting.</p> <p>Mr Ballard reminded everyone that the City Schools Foundation Tennis Tournament will be held Oct 27-28 at Adams' Tennis Complex on Old Fort Parkway.</p>	<p>Dr. Trey Duke</p>
<p>VII. OTHER BUSINESS Information Item</p>	<p>Chair Butch Campbell</p>
<p>VIII. ADJOURNMENT Action Item</p> <p>Motion to adjourn at 7:28. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Chair Butch Campbell</p>

Director of Schools

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Applications	Descriptor Code: 1.901	Issued Date: 12/08/20
		Rescinds: 1.704	Issued:

1 *General*

2 This policy shall apply to sponsors and potential sponsors of charter schools. It shall not apply to
3 charter schools converting from existing public schools. Proposals from existing charter school
4 operators or replicators and applicants proposing to contract with educational service providers shall
5 include the information required by state law.¹

6 **APPLICATION PROCESSES²**

7 A prospective charter school sponsor shall send the Director of Schools notice of its intent sixty (60)
8 days prior to February 1st of the year preceding the year in which the proposed charter school plans to
9 begin operation as a charter school. The Director of Schools/designee shall determine whether the
10 sponsor has selected the correct application category within ten (10) business days of receiving the
11 letter of intent and notify the sponsor within five (5) business days of a determination that the incorrect
12 application category has been selected.²

13 A sponsor seeking board approval of an initial charter school application shall complete the forms
14 provided by the Department of Education. The application shall provide all the information required by
15 state law. The sponsor shall demonstrate that the proposed charter school meets the purpose prescribed
16 by law for the formation of a charter school, and the proposed charter school will be able to implement
17 a viable program of quality education for its students.³

18 Applications shall be submitted to the Board and Department of Education on or before ~~4:30~~11:59
19 p.m. Central Time on ~~16~~ February 1st of the year preceding the year in which the proposed charter
20 school plans to begin operation as a charter school. If the 1st of February falls on a Saturday, Sunday,
21 or holiday on which the school district offices are closed, applications will be accepted on the next
22 business day on or before ~~4:30~~11:59 p.m. Late applications will not be accepted, without exception.
23 The sponsor shall pay an application fee of \$2,500.00.²

24 **REVIEW TEAM¹**

25 If necessary, the Board shall appoint a review team to assist in reviewing and evaluating charter school
26 applications. The team shall be composed of members of the administrative staff for the district,
27 community members, and a member of the Board with relevant educational, organizational, financial,
28 and legal experience. At the board meeting in December of each year, the Director of Schools shall
29 make a recommendation to the Board on which members of his/her administrative staff should be
30 appointed to the team. The Board shall name the members of the team at its meeting in January of each

1 year. The Board shall designate a Chair of the review team as the contact person for answering
2 questions about the application process and receiving applications. The Director of Schools or designee
3 shall develop an orientation for the team to ensure consistent evaluation standards and the elimination
4 of real or perceived conflicts of interest.

5 The Board shall require the Director of Schools to develop a procedure for receiving, reviewing, and
6 ruling on applications for the establishment of charter schools by the review team. The procedure shall
7 include a timeline for the application and review process. A copy of the procedure, including the
8 review criteria, shall be available ~~to any interested party upon request~~ on the district's website.

9 The review team shall:

10 1. Evaluate all charter school applications based on the review criteria adopted by the Board;

11 ~~2. Recommend one of the following options to the Board for each application: approve, reject, or~~
12 ~~reject with stipulations for reconsideration.~~⁴ ~~and~~

13 ~~3.2. Make recommendations for revocation, renewal, or non-renewal of charter school contracts.~~
14

15 **APPROVAL/DENIAL OF ~~APPLICATION~~⁴ APPLICATION⁵**

16
17 The Board shall rule by resolution on the approval or denial of a charter school application within
18 ninety (90) days of receipt of the completed application, or the application shall be deemed approved
19 by state law. The Director of Schools shall report the action taken by the Board to the Department of
20 Education.
21

22 *Approval*

23 The sponsor of a charter school that is approved by the Board shall enter into a written agreement with
24 the Board which shall be binding on the charter school's governing body. The charter school agreement
25 shall be in writing and signed by the sponsor and the Board.

26 The Board will receive an annual authorizer fee of three percent (3%) of the annual per student state
27 and local allocations or thirty-five thousand dollars (\$35,000), whichever is less.⁵⁶

28 Charter schools approved by the Board are expected to implement the application as submitted and
29 approved. Material variations in operations from the approved application require amendment pursuant
30 to statute and the charter school agreement.⁷

31 The Board shall not provide services to charter schools that are not requested during the application
32 process except for those services that are required under state or federal laws. Services agreed to be
33 provided to the charter school by the Board shall be provided at board actual cost. The Board and
34 charter school shall execute a service contract for any additional services.

35 New charter school agreements are approved for a ten (10) year period.^{6,8} The Board may revoke or
36 deny renewal of a charter school agreement for any of the reasons enumerated in state law.⁷⁹

1 Denial
2

3 If the initial charter school application is denied, the Board shall notify the sponsor in writing within
4 ten (10) calendar days, specifying the objective reasons for the denial and the deadline by which the
5 sponsor may submit an amended application. Upon written receipt of the grounds for denial, the
6 sponsor shall have thirty (30) calendar days within which to submit an amended application to correct
7 the deficiencies. The Board shall have sixty (60) calendar days either to deny or to approve the
8 amended application, or the application shall be deemed approved by state law.⁵

9 If the amended charter school application is denied, the Board shall notify the sponsor in writing
10 within five (5) calendar days, specifying the objective reasons for denial and the sponsor’s right to an
11 appeal. Within ten (10) calendar days of final denial, an appeal may be filed with the Tennessee Public
12 Charter School Commission.¹⁰

13 Upon written receipt of the grounds for denial, the sponsor shall have thirty (30) days within which to
14 submit an amended application to correct the deficiencies. The Board shall have sixty (60) days either
15 to deny or to approve the amended application, or the application shall be deemed approved by law.

16 Within ten (10) days of final denial, an appeal may be filed with the Tennessee Charter School
17 Commission.

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Legal References

1. TCA 49-13-106; State Board of Education Policy 6.111
2. TCA 49-13-107; TCA 1-3-102; TCA 49-13-108; TRR/MS 0520-14-01(1)(b), (e)
3. TRR/MS 0520-14-01(1)(i)
4. TRR/MS 0520-14-01
5. TCA 49-13-108; TRR/MSS 0520-14-01
6. TCA 49-13-128
7. TCA 49-13-110(d)-(e); TRR/MSS 0520-14-01
8. TCA 49-13-110(c)

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9. TCA 49-13-122
10. TCA 49-13-108(b)(5)
1. ~~TCA 49-13-106; State Board of Education Policy 6.11~~
2. ~~TCA 49-13-107; TCA 01-03-102; TCA 49-13-108; TRR/MS 0520-14-01; Public Acts of 2019, Chapter No. 219~~
3. ~~TCA 49-13-110~~
4. ~~TCA 49-13-108; TRR/MS 0520-14-01~~
5. ~~TCA 49-13-128~~
6. ~~TCA 49-13-121~~
7. ~~TCA 49-13-122~~

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Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Agreements	Descriptor Code: 1.902	Issued Date: 05/10/22
		Rescinds:	Issued:

1 Charter agreements shall articulate the rights and responsibilities of each party regarding school
2 autonomy, funding, administration and oversight, outcomes, measures for evaluating success or failure,
3 performance consequences, and other material terms. These agreements shall be separate from the
4 application and contain terms and performance standards under which the school shall operate.¹

5 All charter agreements shall:¹

- 6 1. Clearly state the rights and responsibilities of the charter school and the authorizer;
- 7
- 8 2. Define the material terms of the agreement as being those relevant to renewal;
- 9
- 10 3. Allow amendments subject to the approval of both parties;
- 11 2-4. State and respect the autonomies to which schools are entitled (e.g. programming, staffing,
12 budgeting, and scheduling);
- 13
- 14 3-5. Define performance standards, criteria, and conditions for renewal, intervention, revocation,
15 and non-renewal;
- 16
- 17 4-6. State the amount of the authorizer fee and when the authorizer fee will be collected;
- 18
- 19 5-7. Establish the consequences for meeting or not meeting standards as outlined by the Board;
- 20
- 21 6-8. State the statutory, regulatory, and procedural terms and conditions for the charter school's
22 operation;
- 23
- 24 7-9. State reasonable pre-opening requirements or conditions for new charter schools to ensure that
25 they meet all health, safety, and other legal requirements prior to opening;
- 26
- 27 8-10. State the responsibility and commitment of the charter school to adhere to essential
28 public education obligations, including admitting and serving all eligible students so long as
29 space is available, and not expelling or counseling out students except pursuant to a legal
30 discipline policy approved by the Board; and
- 31
- 32 11. State the responsibilities of the charter school and the authorizer in the event of school closures.
- 33

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1 **PERFORMANCE STANDARDS**

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2 Charter agreements shall include clear academic, financial, and organizational performance standards.
3 Sources for obtaining this information shall be outlined in the agreement. At a minimum, these
4 agreements shall include the following:

- 5 1. Academic performance standards that set expectations for student achievement and growth,
6 incorporate state and federal accountability systems, and set expectations for postsecondary
7 readiness (for high schools);
- 8 2. Financial performance standards that enable the Board to evaluate the charter’s financial
9 stability; and
- 10 3. Organizational performance standards that define the vital components of the educational
11 program, the financial management standards, state and federal legal requirements, and school
12 environment expectations for which the Board shall hold the charter accountable.

13 The performance standards included in the charter agreement shall establish specific expectations
14 using objective measures of student achievement. This shall be the primary measure of school quality.

15 **FEE-BASED SERVICES**

16 Any fee-based services shall be outlined in a separate agreement. The provision of any such fee-based
17 services shall not be a condition of charter approval, continuation, or renewal.²

18 ~~9.~~

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Legal References

- 1. TCA 49-13-110; State Board of Education Policy 6.111
- 2. State Board of Education Policy 6.111

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Revocation	Descriptor Code: 1.906	Issued Date: 05/10/22
		Rescinds:	Issued:

1 *General*

2 The Board shall revoke a charter school agreement if the charter school:¹

- 3 1. Failed to meet ~~the minimum~~ make sufficient progress toward the performance ~~requirements~~
4 expectations set forth in the charter school agreement;
- 5 2. Committed a material violation of any of the conditions, standards, or procedures set forth in
6 the charter school agreement;
- 7 3. Failed to meet generally accepted standards of fiscal management; or
- 8 4. Performed any of the acts that are conditions for non-approval of charter schools under state
9 law.

10
11
12
13 **NOTICE**

14 The Director of Schools/designee shall notify the charter school of the Board's intent to revoke the
15 charter school agreement in writing at least thirty (30) days prior to the revocation.²

16 Within ten (10) days of the Board voting to renew, not renew, or revoke a charter school agreement,
17 the Director of Schools/designee shall report the Board's decision to the Department of Education. The
18 Director of Schools/designee shall also provide a copy of the Board's resolution setting forth the
19 decision and the reasons for the decisions, and an explanation of the right to appeal.³

20 **REVOCAION DUE TO PRIORITY STATUS**

21 The Board may revoke a charter school agreement if the charter school is identified as a priority school
22 under state law. Revocation shall take effect immediately following the close of the school year in
23 which the charter school is identified as a priority school.⁴

24 The Board shall revoke a charter school agreement if the charter school is identified as a priority
25 school for two consecutive cycles (beginning in 2017). Revocation shall occur immediately after the
26 close of the school year in which the charter school is identified as a priority school for the second
27 consecutive cycle.

28 **PROCEDURES FOR CLOSURE**

29 The Director of Schools shall develop administrative ~~procedures~~directives regarding charter school
30 closures prior to the Board denying renewal or revoking a charter school agreement.⁵ These directives
31 shall outline a detailed protocol that will ensure timely notification to parents, orderly transition of
32 students and student records, and disposition of school funds, property, and assets in accordance with
33 state law.▲

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Legal References

1. TCA 49-13-122(b); State Board of Education Policy 6.111
2. TCA 49-13-122(ee)
3. ~~TCA 49-13-122(e)~~
- 4.3. ~~TCA 49-13-122(a)~~; State Board of Education Policy 6.110
4. TCA 49-13-122(a)
5. TCA 49-13-130

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Purchasing	Descriptor Code: 2.805	Issued Date: 02/28/23
		Rescinds: FM 8	Issued: 01/01/12

1 *General*

2 The school system will purchase competitively and seek maximum educational value for every dollar
3 expended. Authorization to purchase shall be provided by the Board. The Executive
4 Committee/Designee shall serve as purchasing agent for system-wide purchasing.¹ Principals shall serve
5 as purchasing agents for individual schools.

6 Purchases made by anyone not authorized by the appropriate officials shall become the personal
7 responsibility of the persons making the purchase agreement. The Board will not, under any
8 circumstances, be responsible for payment for any materials, supplies, or services purchased by
9 unauthorized individuals or in an un-prescribed manner.

10 No school shall be obligated to pay for any expenditure made by a student or a teacher or by any other
11 employee unless he/she first receives a written purchase order from the proper office or unless prior
12 written permission or arrangements are made with the principal.

13 The Board shall purchase locally whenever the conditions are comparable or when it is most practical
14 under the circumstances.

15 *Individual Schools*

16 The Director of Schools/Designee must approve the following purchases:

- 17 1. A single piece of equipment costing more than five thousand dollars (\$5,000.00);
- 18 2. One that is to be attached to or one that requires alteration of the building; or
- 19 3. One that will become a permanent fixture.

20 *Central Office*

21 **ROUTINE PURCHASES**

22 Routine purchases shall include expenditures for supplies, salaries, and routine expenditures required
23 for the operation of the school system. These expenditures shall be anticipated and provided for in the
24 budget and will normally be authorized by the Board at the beginning of the fiscal year. The Director
25 of Schools or their designee shall make all routine purchases without further Board authorization;
26 however, the Board shall be promptly informed if any substantial variation from budgeted estimates
27 occurs or becomes necessary.

28 SPECIAL PURCHASES

29 Special purchases are those which are not routine, and which may or may not be specifically identified
30 by line item in the budget. Examples of special purchases are all capital expenditures such as for vehicles,
31 buildings, major contracts, purchases of major equipment, items for long-term use and supplies of an
32 unusual quantity or nature. All purchases in this category shall require specific prior Board approval on
33 an item-by-item basis. In its approval, the Board may place constraints on the Director of Schools
34 requiring Board evaluation and/or approval at various steps in the procurement process. This will be
35 determined by the Board on an individual basis depending on the nature of the procurement action.

36 EMERGENCY PURCHASES

37 Emergency purchases are those which are necessary to avert hazards which threaten health or safety, to
38 protect property from damage or to avoid major disruption of educational activities. If within budgetary
39 limits and deemed essential, emergency purchases may be made by the Director of Schools. However,
40 if the purchase is of such significant magnitude as to impact on the integrity of the budget, the Board
41 Chair shall call a special or emergency meeting of the Board to deal with the matter. In any event, the
42 Board shall be advised promptly of all emergency purchases.

43 PURCHASING OF SURPLUS PROPERTY

44
45 The Director of Schools and other employees designated by the Board shall be authorized to act for the
46 Board in acquiring federal surplus property through the Tennessee General Services Department for
47 surplus property and in entering into agreements, certifications and covenants of compliance concerning
48 the use of federal surplus property.

49 Further, the Director of Schools is authorized to purchase any needed items through suppliers approved
50 on the state bid list.

51 COOPERATIVE PURCHASING

52 The Board, at its option, will join in cooperative purchasing with other school systems to take advantage
53 of lower prices for bulk purchasing and to reduce the cost involved in bidding whenever such buying
54 appears to be to the benefit of the system.

55 ONLINE PURCHASING FOR INDIVIDUAL SCHOOLS²

56 The Board recognizes that online purchasing may provide opportunities for savings, but extra precaution
57 should be used to ensure that accounting procedures are followed. Online purchasing shall be permitted
58 with the following requirements:

- 59 1. Prior authorization must be obtained from the Director of Schools before setting up new online
60 accounts, and schools shall maintain a list of accounts.
- 61 2. Online purchases must be for school purposes and made in accordance with established policies
62 and procedures. School employees are prohibited from making personal purchases even with

- 63 the intent of reimbursing the school system. School employees are prohibited from using a
- 64 school's tax-exempt status for personal purchases of any kind.³
- 65
- 66 3. The availability of money for the fund/account in question should be determined before
- 67 Purchase Orders are approved.
- 68
- 69 4. All Purchase Orders must be properly filled out and approved prior to a purchase.
- 70
- 71 5. Price quotes should be obtained where possible and/or practical and retained with other
- 72 purchase documentation.

73 **PURCHASING WITH FEDERAL GRANT FUNDS⁴**

74 Before grant funds are obligated or expended, the Director of Schools or their designee shall review
75 the cost of a proposed expenditure and determine if it is an allowable use of federal grant funds.⁴

76 No person officially connected with or employed by the school system may participate in the selection,
77 award, or administration of a contract supported by a federal award if he or she has a real or apparent
78 conflict of interest. A real or apparent conflict of interest arises when the employee, officer, or agent,
79 any member of his or their immediate family, partner, or an organization which employs or is about to
80 employ any of the parties indicated herein, has a financial or other interest in or a tangible personal
81 benefit from a firm considered for a contract. Upon discovery of any potential conflict, the Director
82 shall disclose the potential conflict to the federal awarding agency in writing.⁵

83 **PURCHASING REQUIRING COORDINATION WITH CITY OF MURFREESBORO**

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84 Purchases requiring or involving contracted services for any of the following will require coordination
85 with the City of Murfreesboro Purchasing and Project Development departments and may require
86 additional approval by Murfreesboro City Council:

- 87 1. Construction or maintenance involving architecture, engineering, or landscape architecture;
- 88 2. Remodeling of existing buildings, facilities, or permanent fixtures;
- 89 3. Addition of buildings, facilities, or permanent fixtures;
- 90 4. Changing grading and/or drainage; or,
- 5. Land disturbances.

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For the purposes of this policy, remodeling is defined as a change to an existing building or facility, including, but not limited to, renovation, rehabilitation, reconstruction, historic restoration, changes or rearrangement in the plan configuration of walls and full-height partitions. Remodeling does not include routine maintenance, painting, or wallpapering, or changes to mechanical and/or electrical systems so long as the changes do not affect the usability of the building or facility.

Legal References

1. TCA 49-2-206(b)(3); TCA 6-36-115
2. *Tennessee Internal School Uniform Accounting Procedure Manual*, Section 4-9, 4-12
3. TCA 49-2-608(1)
4. 2 CFR 200.403
5. 2 CFR § 200.112

Cross Reference

- 5.601 Conflict of Interest

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Purchase Orders and Contracts	Descriptor Code: 2.808	Issued Date: 11/28/17 01/15/19
		Rescinds: FM 16	Issued: 01/01/12

1 *General*

2 All purchases made by the school system shall be by purchase order or formal contract, and no purchase
3 shall be made nor payment approved unless covered by an approved purchase order.

4 Purchase orders shall include the following essentials:

- 5 1. A specification which adequately describes to the supplier the characteristics and the quality
6 standards of the item required;
- 7 2. A firm, quoted, net delivered price, whenever possible; and
8
- 9 3. Electronic approval from the Finance Office assigning a Purchase Order number.

10 Contracts shall be made only with responsible suppliers with the following considerations:

- 11 1. The supplier has the potential ability to perform successfully under the terms and conditions of a
12 proposed procurement;
- 13 2. A system for contract administration shall be maintained to assure supplier conformance with
14 terms, conditions, and specifications of the contract or purchase order, and to assure adequate
15 and timely follow-up of all purchases;
- 16 3. Contracts shall contain such provisions or conditions which will allow for administrative,
17 contractual, or legal remedies in instances where suppliers violate or breach contract terms, and
18 provide for such sanctions and penalties as may be appropriate.
- 19 4. All contracts, including those of individual schools, will meet all requirements of state and
20 federal laws, rules, and regulations.¹

21 *Contract Approval and Signatory Authority*²

22 The Board is responsible for the provision of financial resources through the adoption of a budget and
23 approval of expenditures. The district requires the allocation and expenditure of funds through an
24 appropriate contract approval process. In compliance with applicable state law, all written contracts
25 and agreements equal to or greater than fifty thousand dollars (\$50,000.00) shall require Board
26 approval and Executive Committee signatures. All written contracts and agreements less than or equal

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1 to fifty thousand dollars (\$50,000.00) may be approved and signed by the Director of Schools, unless
2 the contract requires Board approval in compliance with State or federal law or Board policy. The
3 Board shall be provided with a list of written contracts and agreements with a value between twenty-
4 five thousand dollars (\$25,000.00) and fifty thousand dollars (\$50,000.00) at the regularly scheduled
5 Board meeting immediately following approval of the contract or agreement.

6 Notwithstanding the foregoing, the following contracts and agreements require Board approval:

- 7 1. Contracts or agreements extending beyond one (1) year, regardless of dollar amount;
- 8 2. Legal settlements involving the school district, regardless of dollar amount;
- 9 3. Real property contracts or agreements;
- 10 4. Construction contracts or agreements;
- 11 5. Charter school agreements;
- 12 6. Intergovernmental contracts or agreements;
- 13 7. Grant contracts or agreements; and
- 14 8. Collaborative conferencing memoranda of understanding, and all subsequent addenda.

15 -All contracts or agreements approved by the school system must be approved as to form by legal counsel from
16 the City Attorney's office. The Director of Schools shall develop administrative directives to implement this
17 policy.

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Legal References

- 1. TCA 49-2-203(a)(3); Tennessee Internal School Uniform Accounting Policy Manual, Section A-1
- 2. TCA 49-2-203; TCA 49-2-206

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Summer Instructional Programs	Descriptor Code: 4.203	Issued Date:
		Rescinds:	Issued:

1 *General*

2 The following programs will be made available to students:^{1,2}

- 3 1. Learning loss bridge camps;
4
5 2. After-school learning mini camps; and
6
7 3. Summer learning camps.

8 These programs shall be organized and operated in accordance with state law as well as guidelines
9 provided by the Tennessee Department of Education. Funding for all programming shall be provided
10 for in the annual budget and take into account any available grants.

11 **SUMMER PROGRAMMING²**

12 The Director of Schools shall present a recommended summer programming plan to the Board each
13 year, no later than March 30th, outlining the following:

- 14 1. Courses offered;
15
16 2. Transportation;
17
18 3. Class size ratios;
19
20 4. Budget, including staff compensation;
21
22 5. School nutrition needs;
23
24 6. Staffing;
25
26 7. Enrollment criteria; and
27
28 8. Any additional necessary information.

29 **ATTENDANCE REQUIREMENTS²**

30 Priority students, as defined by state law, shall not be required to attend summer programs. The
31 Director of Schools shall be responsible for developing administrative procedures regarding the
32 attendance requirements of priority students in each program.

1 THIRD GRADE PROMOTION/RETENTION LAW & MAKE UP DAYS

2 Students who are required to attend summer programming in order to be promoted to fourth grade shall
3 attend with a ninety percent (90%) attendance rate. Students shall attend eighteen (18) days out of the
4 twenty (20) days required for summer school attendance. If more days are missed, students may make
5 up a total of 2 days. Missed days will be documented, and options for make up days will be provided
6 during the summer program.

7 The Director of Schools/designee shall develop administrative procedures regarding the documentation
8 of student attendance including make up days and the administration of the post-test for students who
9 participate in summer programming.

Legal References

1. TRR/MS 0520-01-03-.03(9); Public Acts of 2023, Chapter No. 144
2. TCA 49-6-1504
3. State Board of Education Policy 3.300

Cross References

Extended Contracts 5.112

Murfreesboro City School Board

Monitoring: Review: Annually, in March	Descriptor Term: Voluntary Pre-K Attendance	Descriptor Code: 6.2011	Issued Date:
		Rescinds:	Issued:

1 The Board may establish an early childhood education program to address the educational needs of
2 eligible four (4) year old children. The program shall provide educational services in accordance with
3 state law, the policies, rules, and regulations of the State Board of Education, and the Department of
4 Education.¹

5 While enrollment in an approved pre-kindergarten program is voluntary,² attendance is a key factor in
6 student achievement; therefore, students are expected to be present each day that school is in session.

7 **EXCUSED ABSENCES**

8 Absences shall be classified as either excused or unexcused as determined by the site-level
9 administrator. Excused absences shall include, but not be limited to:

- 10 1. Personal illness or injury;
- 11
- 12 2. Ongoing health related ailments which temporarily prevent attendance;
- 13
- 14 3. Communicable disease (virus or flu);
- 15
- 16 4. Religious observances;
- 17
- 18 5. Death in the family; and
- 19
- 20 6. Limited medical/dental/therapy appointments.

21 **UNEXCUSED ABSENCES**

22 Students who have four (4) or more unexcused absences within one (1) month shall be reported to the
23 site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and determine
24 the child's participation status in the program. The site-level administrator shall document all
25 communication attempts to contact the parent(s)/guardian(s) and the outcomes of those attempts.

26 Students who have five (5) or more unexcused absences in a three (3) month period shall be reported to
27 the site-level administrator who will, in turn, contact the parent(s)/guardian(s) of the student and
28 develop an attendance plan with the help of the parent(s)/guardian(s) and other appropriate school
29 personnel. The attendance plan shall:

- 30 1. Identify the reasons for the absences;

- 1 2. Include a specific plan and date for establishing regular attendance or alternative services that
2 meet the student’s educational goals; and
3
4 3. Include the documentation of services and student outcomes to determine the effectiveness of
5 the attendance plan.

6 **DISMISSAL**

7 Students who are absent five (5) days or more within one (1) month or ten (10) days in one (1) year
8 without adequate excuse may be terminated from the program. The site-level administrator shall
9 submit dismissal documentation to the Department of Education’s Voluntary Pre-K director for
10 approval.

11 The district shall not dismiss a student without first implementing an attendance plan unless there are
12 special circumstances approved by the state Voluntary Pre-K director.

13 Once dismissal is approved, a waiting list applicant who meets eligibility determinations may fill the
14 vacant position.

15 The student may re-enter the program after a 30-day waiting period and a parent conference if there are
16 any available vacancies.

17 **DISTRICT VOLUNTARY PRE-K CONTACT INFORMATION**

18 Instruction and Curriculum
19 Murfreesboro City Schools
20 2552 South Church Street
21 Murfreesboro, TN 37127
22 615-893-2313

Legal References

1. TCA 49-6-101 *et seq.*; TRR/MS 0520-12-01
2. TCA 49-6-103(a)

Cross References

Attendance 6.200

Agenda Item Title: Approval of Board Policy 1.904, Charter School Intervention, as amended on second reading

Board Meeting Date: August 22, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Public Chapter 206 added three tiers of progressive interventions that must be taken by a charter school authorizer before the revocation of the charter agreement. The addition of tiered interventions for charter school deficiencies has been added to Board Policy 1.904 and an update to Tier I Interventions was made to include a timeline for any corrective action required.

Staff Recommendation

Recommend approval of Board Policy 1.904, Charter School Intervention, as amended on second reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in August	Descriptor Term: Charter School Intervention	Descriptor Code: 1.904	Issued Date: 05/10/22
		Rescinds:	Issued:

1 *General*¹

2 The Board shall develop a clear plan for monitoring charter schools that shall be set forth in the charter
3 agreement. If the Board identifies a deficiency in charter school operations, the Director of
4 Schools/designee shall communicate the problem to the charter school. Any intervention shall be
5 proportionate to the identified problem and adhere to the provisions of the charter agreement, [and](#)
6 [intervention strategies shall preserve the school autonomy and responsibility while clearly stating](#)
7 [consequences for noncompliance.](#)¹

8 **INTERVENTION**⁴

9 The Director of Schools/designee shall give the charter school timely notice of any charter agreement
10 violations or performance deficiencies requiring intervention. Notices shall state the:

- 11 1. Deficiency;
- 12
- 13 2. Applicable regulatory, performance, or contractual provision(s) not achieved;
- 14
- 15 3. Expected remedy; and
- 16
- 17 4. Timeframe by which the Board expects the deficiency to be remedied or a corrective action
18 plan to be submitted.

19 The Director of Schools shall provide charter schools with reasonable time and opportunity to remedy
20 the deficiency or to submit a corrective action plan.

21 **PROGRESSIVE INTEVENTIONS**²

22 [The Board shall assign a level of intervention for the charter school as defined by the charter](#)
23 [agreement if deficiencies are identified. Depending on the severity of the deficiency, the Board](#)
24 [reserves the right to revoke the charter agreement in accordance with state law.](#)

25 *Tier I – Notice of Deficiency*

26 [The Board shall provide the charter school with notice of the specific deficiency with supporting](#)
27 [documentation as well as information on possible consequences and the timeline for correction.](#)

28 *Tier II – Notice of Probationary Status*

1 Tier II shall be implemented if the interventions in Tier I are unsuccessful. These interventions shall
2 consist of a letter to the charter's governing board as notice of probationary status, outlining the terms
3 of the probation and the timeline for correction.

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4 *Tier III – Review of Status*

5 Tier III shall be implemented if the interventions in Tier II are unsuccessful. These interventions shall
6 consist of a recommendation to revoke the charter contract or other sanctions as determined by the
7 Board.

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8 **REMEDIES¹**

9 Charter schools shall be responsible for notifying the Board:

- 10 1. When a deficiency has been remedied;
- 11
- 12 2. If the charter school requires an extension of time to remedy a deficiency; or
- 13
- 14 3. If the charter school requests a modification to its corrective action plan.

Legal References

1. State Board of Education Policy 6.111
- +2. [TCA 49-13-122; Public Acts of 2023, Chapter No. 206](#)

Agenda Item Title: Approval of Board Policy 1.905, Charter School Renewal, as amended on second reading

Board Meeting Date: August 22, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

State statute now requires a charter school authorizer to conduct an interim review in the fifth year of the charter school's term in accordance with guidelines provided by the Tennessee Department of Education. This statutory requirement has been added to Board Policy 1.905. An additional annual review was included pursuant to a request by the Board and the policy now requires the Director to establish administrative directives to evaluate a charter school annually.

Staff Recommendation

Recommend approval of Board Policy 1.905, Charter School Renewal, as amended on second reading

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Charter School Renewal	Descriptor Code: 1.905	Issued Date: 05/10/22
		Rescinds:	Issued:

ANNUAL REVIEW

The Director of Schools/designee shall conduct an annual review of a charter school in accordance with administrative directives developed by the Director of Schools. The Director of Schools shall make available an annual report of any evaluations conducted.

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INTERIM REVIEW

The Director of Schools/designee shall conduct an interim review of a charter school in the fifth year of a charter term in accordance with guidelines developed by the Department of Education. As part of this process, the charter school shall submit a report on the progress of the school in achieving the goals and objectives set forth in the charter agreement.¹

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CUMULATIVE PERFORMANCE REPORT

Three (3) months prior to the date on which a charter school is required to submit a renewal application, the Director of Schools/designee shall submit a performance report to the charter school that summarizes the school's performance record over the charter term and states the summative findings concerning the school's performance and prospects for renewal.²

APPLICATION AND EVALUATION

No later than April 1st of the year prior to the year in which the charter school agreement expires, the governing body of a charter school shall submit a renewal application to the Board.³

The Director of Schools/designee shall conduct a renewal evaluation site visit to each charter school that submits a charter school renewal application.⁴

The Board will make renewal decisions by February 1st in the year the charter school agreement expires.

RENEWAL CRITERIA⁴

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The Board shall define and communicate with schools the criteria for renewal that is consistent with the charter agreement. The Board shall make its renewal decision based on the renewal application, annual progress reports, and renewal performance report.

Within ten (10) days of the Board voting by resolution on a renewal application, the Director of Schools/designee shall promptly notify a school of its renewal recommendation and decision.

- 1 [including the reasons for the decision and any rights to an appeal. The Director of Schools/designee](#)
- 2 [shall promptly communicate renewal decisions to the school community and public.](#)
- 3 ~~The Board shall make its renewal decision based on the renewal application, annual progress reports,~~
- 4 ~~and renewal performance report.~~

Legal References

1. [TCA 49-13-121\(k\)](#)
2. ~~TCA 49-13-120; State Board of Education Policy 6.111; TCA 49-13-121.~~
3. [TCA 49-13-121\(a\)](#)
4. ~~TCA 49-13-121; State Board of Education Policy 6.111~~

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Agenda Item Title: Consolidated Funding Application Revision

Board Meeting Date: August 22, 2023

Department: Federal Programs and Finance Departments

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The Federal Program and Finance departments are seeking board approval to amend the Consolidated Funding Application to recognize actual salary amounts compared to preliminary amounts used in the original budget approval. Additionally, this amendment includes adding three educational assistants to Mitchell Neilson Elementary School to assist with intervention using their school-based Title I funds.

Additionally, MCS was awarded an additional \$18,051 in Title III funds. These additional funds will be allocated to hire an additional part-time Arabic multilingual liaison.

Staff Recommendation

Recommend approval of the revisions to the consolidated funding application for FY24.

Fiscal Impact

Reallocates \$177,952 of our previously approved \$1,764,442 Title 1A budget for FY24.

Increases our Title III allocation from \$174,663 to \$192,714 (+ \$18,051) for the FY24 school year.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY24 Federal Projects Fund 142-Title IA Revision 1
 BOE Meeting Date 22-Aug-23

Account	Description	Increase	Decrease
	Title IA		
142 E 71100 116	Teachers	21,220	
142 E 71100 163	Educational Assistants	83,923	
142 E 71100 201	Social Security	3,819	
142 E 71100 204	Retirement	11,221	
142 E 71100 206	Life Insurance	353	
142 E 71100 207	Medical	37,828	
142 E 71100 208	Dental	1,420	
142 E 71100 212	Medicare	1,761	
142 E 71100 429	Instructional Supplies		78,143
142 E 72210 189	Other Salaries & Wages		85,562
142 E 72210 201	Social Security		5,534
142 E 72210 204	Retirement		5,708
142 E 72210 206	Life Insurance		311
142 E 72210 207	Medical	8,407	
142 E 72210 212	Medicare		1,193
142 E 72210 299	Other Fringe Benefits		1,500
142 E 72210 524	In-Service/Staff Development	8,000	
142 E 99100 504	Indirect Cost		2
Total		\$ 177,952	\$ 177,952

Explanation: To budget from preliminary to actual expenditures for FY24 Title I funds. Also adding 3 FTE Educational Assistants labor and benefits

Reviewed by Finance Director/Finance Manager _____ Date _____

Approved	<input checked="" type="checkbox"/>	<u>Bobby D. ...</u> Director of Schools	<u>8/17/2023</u> Date
Declined	<input type="checkbox"/>		

Schools Federal Projects Fund 142
Fiscal Year 2023-2024

Account Number	Title III Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
47146 300	<u>Revenues</u> Title III	174,663	192,714	18,051
Total Increase in Revenues		\$ 174,663	\$ 192,714	\$ 18,051
<u>Expenditures</u>				
	Title III			
72210 189	Other Salaries & Wages	106,035	118,335	12,300
72210 201	Social Security	6,535	7,337	802
72210-207	Medical	38,100	38,500	400
72210 212	Medicare	1,530	1,716	186
72210 307	Communication	-	2,000	2,000
72210 355	Travel	1,400	2,000	600
72210 499	Other Supplies & Materials	1,873	2,267	394
72210 524	In-Service/Staff Development	1,855	2,924	1,069
99100 504	Indirect Cost	3,300	3,600	300
Total Increase in Expenditures		\$ 160,628	\$ 178,679	\$ 18,051

CHANGE IN FUND BALANCE (CASH) -

This amendment budgets an additional allocation of \$18,051 in Title III funds. The original budget was approved in April 2023 based on preliminary allocations. The additional funds will add .5 FTE Arabic Liaison labor and benefits as well as additional costs for a cell phone, supplies and materials, staff development and Indirect Cost.

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby N. Daulton III</u>	<u>8/17/23</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Title IX McKinney-Vento Grant

Board Meeting Date: August 22, 2023

Department: Finance & Federal programs

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The Federal Program and Finance departments are seeking approval for Title IX McKinney-Vento grant for \$ 63,503.96. Funding will be used for the salary and benefits of the district's Student in Transition Liaison who supports our students experiencing homelessness.

Staff Recommendation

Recommend approval of the new funding for Title IX McKinney-Vento for FY 23-24.

Fiscal Impact

The award amount is \$63,503.96 for the FY24 school year. This amount is a \$10,000 increase from FY23.

Connection to MCS's Five-Year Strategic Plan

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

Schools Federal Projects Fund 142
Fiscal Year 2023-2024

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
47149 300	Title IX McKinney-Vento		63,504	63,504
Total Increase in Revenues		\$ -	\$ 63,504	\$ 63,504
<u>Expenditures</u>				
	Title IX McKinney-Vento			
72210 189	Other Salaries & Wages		45,000	45,000
72210 201	Social Security		2,850	2,850
72210 204	Retirement		5,500	5,500
72210 206	Life Insurance		120	120
72210 207	Medical		290	290
72210 208	Dental		700	700
72210 212	Medicare		460	460
72210 307	Communication		600	600
72210 355	Travel		300	300
72210 499	Other Supplies & Materials		5,000	5,000
72210 524	In-Service/Staff Development		1,900	1,900
99100 504	Indirect Cost		784	784
Total Increase in Expenditures		\$ -	\$ 63,504	\$ 63,504

CHANGE IN FUND BALANCE (CASH) -

To budget the FY24 Title IX McKinney-Vento federal grant. The allocation of \$63,504 will fund the labor and benefits for the Students in Transition Liaison as well as phone, travel, supplies and materials, staff development and Indirect Costs.

Reviewed by Finance Director/Finance Manager _____ Date _____

Approved	<input checked="" type="checkbox"/>	<u>Bobby J. Duckett III</u>	<u>8/17/23</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Tennessee All Corp Award

Board Meeting Date: August 22, 2023

Department: Finance & Federal programs

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The Federal Program and Finance departments are seeking approval for year two of the Tennessee All Corp grant for \$ 1,656,000.92. Funding reallocation will be used to fund salaries and benefits of 27 Tier 1 Educational Assistants, laptops, and instructional supplies and materials to support Tier 1 Educational Assistants.

Tennessee All Corp grant must be spent or encumbered by June 30, 2024.

Staff Recommendation

Recommend approval of the new funding for Tennessee All Corp for FY 23-24.

Fiscal Impact

The award amount is \$1,656,000.92 for the FY24 school year. This amount is three times higher than what the district was expecting to receive based on FY23 funding.

Connection to MCS's Five-Year Strategic Plan

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

Schools Federal Projects Fund 142
Fiscal Year 2023-2024

Account Number	TN ALL Corp Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
47401 300	TN ALL Corp		1,656,001	1,656,001
Total Increase in Revenues		\$ -	\$ 1,656,001	\$ 1,656,001
<u>Expenditures</u>				
	TN ALL Corp			
71100 163	Educational Assistants		700,000	700,000
71100 201	Social Security		44,000	44,000
71100 204	Retirement		85,200	85,200
71100 206	Life Insurance		1,000	1,000
71100 207	Medical		212,000	212,000
71100 208	Dental		600	600
71100 212	Medicare		10,000	10,000
71100 299	Fringe Benefits		15,000	15,000
71100 429	Instructional Supplies and Materials		343,600	343,600
71100 499	Other Supplies & Materials		12,000	12,000
71100 722	Regular Instruction Equipment		75,000	75,000
72210 189	Other Salaries & Wages		92,000	92,000
72210 201	Social Security		5,000	5,000
72210 204	Retirement		6,800	6,800
72210 206	Life Insurance		400	400
72210 207	Medical		26,000	26,000
72210 208	Dental		600	600
72210 212	Medicare		1,400	1,400
72210 524	In-Service/Staff Development		25,401	25,401
Total Increase in Expenditures		\$ -	\$ 1,656,001	\$ 1,656,001

CHANGE IN FUND BALANCE (CASH) -

To budget the FY24 TN ALL Corp federal grant. The allocation of \$1,656,001 will fund 27 educational assistants labor and benefits to provide high dosage tutoring. This will also budget iReady, instructional supplies, chromebooks for students during tutor time, student furniture and professional development. Labor and benefits for central office personnel to provide math and reading support is also budgeted in this grant.

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<i>Bobby D. Duffell</i>	<i>8/17/23</i>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Family Resource Center Advisory Board

Board Meeting Date: August 22, 2023

Department: Communications

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The Family Resource Center Advisory Board is a group of parents, guardians, and community members who provide input and direction for planning. The staff recommendations for 2023-2024 are listed below.

Parents

Jennifer Butler, JPE parent

Matthew Reed, NF parent

Chasity Rueby, CLA parent

Courtney Mobley, Hobgood parent, librarian

Katherine Layman, Discovery parent

Kelsey Terrell, Overall parent

Brooke McClain, ESE parent

Ashley Dodson, Salem parent

Crystal Bledsoe, Black Fox parent

Community

Ella Weaver, United Way –

Jolene Radnoti, Read To Succeed –

Darla Sampson, TN Health Department

David Coggin, Barnabas Vision

Crystal Ellis-McFerrin, Patterson Park –

Kendra Jones, The Arc –

MCS

Amanda Adams, Social Work

Maryam Hill, Federal Programs/Outreach

Jamara DeBerry, AP, Mitchell-Neilson

Appointed School Board Member (Currently Amanda Moore)

Other participants in the advisory board may include members of the outreach team or social work department.

Staff Recommendation

Recommend approval of the Family Resource Center Advisory Board for the 2023-2024 school year.

Fiscal Impact

none

Connection to MCS's Five-Year Strategic Plan

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

Agenda Item Title: Cisco Subscription Agreement

Board Meeting Date: August 22, 2023

Department: Legal

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Pursuant to Board Policy 2.808, the Cisco Subscription Agreement is submitted to the Board for approval as it is an agreement with a three-year term and the cost for services is greater than \$50,000.00. Pursuant to this agreement, Cisco will provide technical security support for the Technology department.

Staff Recommendation

Recommend approval of Cisco Subscription Agreement

Fiscal Impact

Cost of agreement is \$44,000.00 each year, with a total cost of \$132,000.00 over the three-year term

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools
2252 South Church Street, Murfreesboro TN 37127
Phone (615) 893-2313 Fax (615) 893-2352
cityschools.net



CONTRACT REVIEW FORM

Requesting Department/School: Technology

Contract: Cisco Subscription Agreement

Vendor: CDW Cost: \$132,000.00 (\$44,000.00 over 3 years)

Contract Start Date: Date of Execution Term of Agreement: 8/10/2026

Does the contract require student information? Yes No
Is the contract subject to grant requirements or an issued RFP? Yes No

Supervisor Approval: _____

LEGAL REVIEW

Amendments needed? Yes No

Brief description of amendments and/or other comments:

Legal Approval: *Leann Pugh*

FINANCE REVIEW

Budget Account Number: fy24yr/budgeted 141E 72250 317 \$65,000

Comments from Finance Department: Technology

Finance Approval: *Kim Pennington*



200 N. Milwaukee Ave.
 Vernon Hills, IL 60061
 Corporate Office: 847.465.6000
 Fax: 847.465.6800
 Toll-free: 800.800.4239
 www.cdw.com

Annual Billing Commitment - Cisco Subscription Agreement

Date: July 18, 2023

RE: Murfreesboro City Schools
 2552 S Church St
 Murfreesboro, TN 37127
 April Zavisia
 Director of Technology

CDW Quote # NLRQ530
 CISCO SUBSCRIPTION AGREEMENT #: Assigned at Invoice
 SUBSCRIPTION COVERAGE END DATE: 06/30/2026

In connection with the Subscription referenced above, this confirms our commitment to pay CDW annually as set out below. Note: this document is for billing details only and in no way alters the terms of the Cisco Universal Cloud Agreement, available at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html?dtid=osscdc000283>, and specific offer terms available at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>.

TOTAL FEES: \$132,000.00

PAYMENT FOR YEAR ONE:	\$44,000.00	BILLING DATE: 08/10/2023
PAYMENT FOR YEAR TWO:	\$44,000.00	BILLING DATE: 08/10/2024
PAYMENT FOR YEAR THREE:	\$44,000.00	BILLING DATE: 08/10/2025

We agree to either (i) provide a purchase order covering the Total Fees shown above, which purchase order will remain open through the term of the Subscription Agreement, or (ii) issue a purchase order annually prior to the Billing Date. We hereby authorize CDW to invoice us for the annual payment amount, and we agree to remit payment in accordance with the payment terms in place with CDW. We agree that this payment obligation remains even if we do not issue a purchase order.

In addition, if our initial annual payment is being made by credit card, in lieu of issuing a purchase order, we authorize CDW to charge the annual payments to that credit card on or about the Billing date(s) listed above. Our signature below confirms our consent for CDW and its third-party credit card processor to store and use such credit card information until (i) expiration of the subscription; (ii) we withdraw this consent; or (iii) we request deletion of our stored credit card information and make arrangements for other method of payment.

By signing below, I attest that I am authorized to make this commitment on behalf of the entity named above.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Approved as to Form:

 Lauren Bush, Assistant City Attorney

QUOTE CONFIRMATION



DEAR APRIL ZAVISA,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDDH649	5/19/2021	MDDH649	2157959	\$608,094.60

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Cisco Advanced Malware Protection for Endpoints - license - 10 licenses</u> Mfg. Part#: E2SF-P-AMP-EP-10 UNSPSC: 43233205 year 1 Electronic distribution - NO MEDIA Contract: MARKET	500	5435668	\$121.40	\$60,700.00
<u>Cisco Software Support Service Enhanced - technical support - for Cisco Adv</u> Mfg. Part#: SVS-EA2-AMPE-SUP-E-25K year 1 Electronic distribution - NO MEDIA Contract: MARKET	1	5646769	\$14,164.00	\$14,164.00
<u>Cisco Cloud Email Security - license - 1 license - with ESP, AMP, GSU</u> Mfg. Part#: E2SF-E-CES-10 UNSPSC: 43233205 year 1 Electronic distribution - NO MEDIA Contract: MARKET	140	5479709	\$104.13	\$14,578.20
<u>Cisco Software Support Service Enhanced - technical support - for Cisco Ema</u> Mfg. Part#: SVS-EA2-ESA-SUP-E-10K year 1 Electronic distribution - NO MEDIA Contract: MARKET	1	5646762	\$4,182.99	\$4,182.99
<u>CISCO DIRECT E2SF-U-INVED-I-API</u> Mfg. Part#: E2SF-U-INVED-I-API year 1 Electronic distribution - NO MEDIA Contract: MARKET	1	6547517	\$6,709.30	\$6,709.30
<u>Cisco Umbrella Reconstruction Cloud Security - license - 1 license</u> Mfg. Part#: E2SF-U-R-EDUCATION year 1 Electronic distribution - NO MEDIA Contract: MARKET	1400	6471602	\$14.29	\$20,006.00
<u>Cisco Software Support Service Enhanced - technical support - for Cisco Umb</u> Mfg. Part#: SVS-EA2-SIG-SUPT-E-10K year 1 Electronic distribution - NO MEDIA	1	5865290	\$1,278.43	\$1,278.43

QUOTE DETAILS (CONT.)

Contract: MARKET

<u>Cisco Advanced Malware Protection for Endpoints - license - 10 licenses</u>	500	5435668	\$121.40	\$60,700.00
Mfg. Part#: E2SF-P-AMP-EP-10 UNSPSC: 43233205 year 2 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Software Support Service Enhanced - technical support - for Cisco Adv</u>	1	5646769	\$14,164.00	\$14,164.00
Mfg. Part#: SVS-EA2-AMPE-SUP-E-25K year 2 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Cloud Email Security - license - 1 license - with ESP, AMP, GSU</u>	140	5479709	\$104.13	\$14,578.20
Mfg. Part#: E2SF-E-CES-10 UNSPSC: 43233205 year 2 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Software Support Service Enhanced - technical support - for Cisco Ema</u>	1	5646762	\$4,182.99	\$4,182.99
Mfg. Part#: SVS-EA2-ESA-SUP-E-10K year 2 Electronic distribution - NO MEDIA Contract: MARKET				
<u>CISCO DIRECT E2SF-U-INVED-I-API</u>	1	6547517	\$6,709.30	\$6,709.30
Mfg. Part#: E2SF-U-INVED-I-API year 2 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Umbrella Reconstruction Cloud Security - license - 1 license</u>	1400	6471602	\$14.29	\$20,006.00
Mfg. Part#: E2SF-U-R-EDUCATION year 2 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Software Support Service Enhanced - technical support - for Cisco Umb</u>	1	5865290	\$1,278.43	\$1,278.43
Mfg. Part#: SVS-EA2-SIG-SUPT-E-10K year 2 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Advanced Malware Protection for Endpoints - license - 10 licenses</u>	500	5435668	\$121.40	\$60,700.00
Mfg. Part#: E2SF-P-AMP-EP-10 UNSPSC: 43233205 year 3 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Software Support Service Enhanced - technical support - for Cisco Adv</u>	1	5646769	\$14,164.00	\$14,164.00
Mfg. Part#: SVS-EA2-AMPE-SUP-E-25K year 3 Electronic distribution - NO MEDIA Contract: MARKET				
<u>Cisco Cloud Email Security - license - 1 license - with ESP, AMP, GSU</u>	140	5479709	\$104.13	\$14,578.20
Mfg. Part#: E2SF-E-CES-10				

QUOTE DETAILS (CONT.)

UNSPSC: 43233205

year 3
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Ema</u>	1	5646762	\$4,182.99	\$4,182.99
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Mfg. Part#: SVS-EA2-ESA-SUP-E-10K
year 3
Electronic distribution - NO MEDIA
Contract: MARKET

<u>CISCO DIRECT E2SF-U-INVED-I-API</u>	1	6547517	\$6,709.30	\$6,709.30
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Mfg. Part#: E2SF-U-INVED-I-API
year 3
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Umbrella Reconstruction Cloud Security - license - 1 license</u>	1400	6471602	\$14.29	\$20,006.00
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Mfg. Part#: E2SF-U-R-EDUCATION
year 3
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Umb</u>	1	5865290	\$1,278.43	\$1,278.43
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Mfg. Part#: SVS-EA2-SIG-SUPT-E-10K
year 3
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Advanced Malware Protection for Endpoints - license - 10 licenses</u>	500	5435668	\$121.40	\$60,700.00
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Mfg. Part#: E2SF-P-AMP-EP-10
UNSPSC: 43233205
year 4
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Adv</u>	1	5646769	\$14,164.00	\$14,164.00
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Mfg. Part#: SVS-EA2-AMPE-SUP-E-25K
year 4
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Cloud Email Security - license - 1 license - with ESP, AMP, GSU</u>	140	5479709	\$104.13	\$14,578.20
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Mfg. Part#: E2SF-E-CES-10
UNSPSC: 43233205
year 4
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Ema</u>	1	5646762	\$4,182.99	\$4,182.99
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Mfg. Part#: SVS-EA2-ESA-SUP-E-10K
year 4
Electronic distribution - NO MEDIA
Contract: MARKET

<u>CISCO DIRECT E2SF-U-INVED-I-API</u>	1	6547517	\$6,709.30	\$6,709.30
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Mfg. Part#: E2SF-U-INVED-I-API
year 4
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Umbrella Reconstruction Cloud Security - license - 1 license</u>	1400	6471602	\$14.29	\$20,006.00
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QUOTE DETAILS (CONT.)

Mfg. Part#: E2SF-U-R-EDUCATION

year 4
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Umb</u>	1	5865290	\$1,278.43	\$1,278.43
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Mfg. Part#: SVS-EA2-SIG-SUPT-E-10K

year 4
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Advanced Malware Protection for Endpoints - license - 10 licenses</u>	500	5435668	\$121.40	\$60,700.00
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Mfg. Part#: E2SF-P-AMP-EP-10

UNSPSC: 43233205
year 5
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Adv</u>	1	5646769	\$14,164.00	\$14,164.00
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Mfg. Part#: SVS-EA2-AMPE-SUP-E-25K

year 5
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Cloud Email Security - license - 1 license - with ESP, AMP, GSU</u>	140	5479709	\$104.13	\$14,578.20
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Mfg. Part#: E2SF-E-CES-10

UNSPSC: 43233205
year 5
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Ema</u>	1	5646762	\$4,182.99	\$4,182.99
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Mfg. Part#: SVS-EA2-ESA-SUP-E-10K

year 5
Electronic distribution - NO MEDIA
Contract: MARKET

<u>CISCO DIRECT E2SF-U-INVED-I-API</u>	1	6547517	\$6,709.30	\$6,709.30
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Mfg. Part#: E2SF-U-INVED-I-API
year 5
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Umbrella Reconstruction Cloud Security - license - 1 license</u>	1400	6471602	\$14.29	\$20,006.00
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Mfg. Part#: E2SF-U-R-EDUCATION

year 5
Electronic distribution - NO MEDIA
Contract: MARKET

<u>Cisco Software Support Service Enhanced - technical support - for Cisco Umb</u>	1	5865290	\$1,278.43	\$1,278.43
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Mfg. Part#: SVS-EA2-SIG-SUPT-E-10K

year 5
Electronic distribution - NO MEDIA
Contract: MARKET

PURCHASER BILLING INFO	SUBTOTAL	\$608,094.60
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Billing Address: MURFREESBORO CITY SCHOOL ACCTS PAYABLE 2552 S CHURCH ST MURFREESBORO, TN 37127-7135 Phone: (615) 893-2313 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$608,094.60
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: MURFREESBORO CITY SCHOOL APRIL ZAVISA 2552 S CHURCH ST MURFREESBORO, TN 37127-7135 Phone: (615) 893-2313 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Phil Oberholtzer

(877) 874-9064

philobe@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Product Sales and Service Projects Agreement

This PRODUCT SALES AND SERVICE PROJECTS AGREEMENT is made as of the 1st day of July, 2021 (the "Effective Date") by and between CDW Government LLC ("Seller") and Murfreesboro City Schools ("Customer").

1. Important Information About These Terms and Conditions

1A. This Agreement constitutes a binding contract between Customer and Seller and is referred to herein as either "Terms and Conditions" or this "Agreement".

1B. Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

1C. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms and Conditions or any purchase order or invoice, or any document in electronic or written form that is signed and delivered by each of the parties for the performance of Services other than Third Party Services (each, a "Statement of Work"). This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof.

2. Governing Law

THESE TERMS AND CONDITIONS, ANY STATEMENTS OF WORK, THE SERVICES HEREUNDER AND ANY SALE OF PRODUCTS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions more than one (1) year after the cause of action has arisen. The rights and remedies provided Seller under these Terms and Conditions are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

3. Risk of Loss

If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. A purchase money security interest is retained in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest, and, if requested, Customer will record such purchase money security interest on its books.

4. Services

4A. Customer may order services (collectively, "Services") from or through Seller from time to time. Certain Services, including, but not limited to, extended warranty service by manufacturers, are sold by Seller as a distributor or sales agent ("Third Party Services").

4B. In the case of Third Party Services, the third party shall be the party responsible for providing the services to the Customer and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. Customer hereby releases Seller and the entities that control, are controlled by, or are under common control with Seller ("Affiliates") from any and all claims arising from or relating to the purchase or provision of any such Third Parties Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Seller will be collected solely in the capacity as an independent sales agent.

4C. Where Services are ordered in a Statement of Work, each Statement of Work hereby incorporates these Terms and Conditions and constitutes a separate agreement with respect to the Services performed. Seller, or any of its Affiliates on behalf of Seller, may execute a Statement of Work. In the event of an addition to or a conflict between any term or condition of the Statement of Work and these Terms and Conditions, the terms and conditions of this Agreement will control, except as expressly amended in the applicable Statement of Work by specific reference to this Agreement. Each such amendment will be applicable only with respect to such Statement of Work and not to future Statements of Work. Changes to the scope of the Services described in a Statement of Work will be made only in a writing executed by authorized representatives of both parties. Seller will have no obligation to commence work in connection with any such change, unless and until the change is agreed upon in that writing executed by both parties. All such changes to the scope of the Services will be governed by these Terms and Conditions and the applicable Statement of Work. Each Statement of Work may be signed in separate counterparts each of which shall be deemed an original and all of which together will be deemed to be one original.

5. Cooperation

5A. In addition to any specific Customer duties set forth in any applicable Statement of Work, Customer agrees to cooperate with Seller in connection with performance of the Services by providing (i) timely responses to Seller's inquiries and requests for approvals and authorizations, (ii) access to any information or materials reasonably requested by Seller which are necessary or useful as determined by Seller in connection with providing the Services, including, but not limited to, physical and computer access to Customer's computer systems, and (iii) all Required Consents necessary for Seller to provide the Services. "Required Consents" means consents or approvals required to give Seller, its Affiliates, and its and their subcontractors the right or license to access, use and modify all data and third party products. Customer acknowledges and agrees that the Services are dependent upon the completeness and accuracy of information provided by Customer and the knowledge and cooperation of the agents, employees or subcontractors ("Personnel") engaged or appointed by Customer who are selected by Customer to work with Seller.

5B. Seller will follow all reasonable Customer security rules and procedures, as communicated in writing by Customer to Seller from time to time.

6. Access

Seller may perform the Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will attempt to perform such Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services. When the Services are provided on Customer's premises or at another location designated by Customer, Customer agrees to maintain adequate insurance coverage to protect Seller and Customer's premises and to, the extent permitted by Tennessee law, indemnify and hold Seller and its Affiliates, and its and their agents and employees harmless from any loss, cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising out of any product liability, death, personal injury or property damage or destruction occurring at such location in connection with the performance of the Services, other than solely as a result of Seller's gross negligence or willful misconduct.

7. Payment

7A. Orders are not binding upon Seller until accepted by Seller. Customer agrees to pay the total purchase price for the Products plus shipping (to the extent shipping is not prepaid by Customer), including shipping charges that are billed to Seller as a result of using Customer's carrier account number. Terms of payment are within Seller's sole discretion. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller may issue an invoice to Customer. Seller may invoice Customer separately for partial shipments, and Seller may invoice Customer for all of the Services described in a Statement of Work or any portion thereof. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay for, and will indemnify and hold Seller and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, the Products or the Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Seller reserves the right to suspend Services until payment is received.

7B. Except as otherwise specified on an applicable Statement of Work, Customer will reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in connection with the performance of the Services, including, but not limited to, travel and living expenses.

8. Export Sales

If this transaction involves an export of items (including, but not limited to, commodities, software or technology) subject to the Export Administration Regulations, such items were exported from the United States by Seller in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export such items contrary to United States law. Customer expressly acknowledges and agrees that it will not export, re-export, or provide such items to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time but currently includes Cuba, Iran, Sudan, and Syria. Customer also expressly acknowledges and agrees that it will not export, re-export, or provide such items to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List. In addition, manufacturers' warranties for exported Products may vary or may be null and void for Products exported outside the United States.

9. Warranties

9A. Customer understands that Seller is not the manufacturer of the Products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the Products that may be provided by Seller or its Affiliates. SELLER AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against Seller or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any Product and also waives any right to indemnification from Seller or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of Seller or its Affiliates is authorized to make any representation or warranty on behalf of Seller or any of its Affiliates that is not in this Agreement.

9B. Seller warrants that the Services will be performed in a good and workmanlike manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services. EXCEPT AS SET FORTH HEREIN OR IN ANY STATEMENT OF WORK THAT EXPRESSLY AMENDS SELLER'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

9C. Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES.

9D. Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in delivery or in performance which result from any circumstances beyond Seller's reasonable control, including, but not limited to, Product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates or completion dates provided by Seller or any purported deadlines contained in a Statement of Work or any other document are estimates only.

10. Pricing Information; Availability Disclaimer

Seller reserves the right to make adjustments to pricing, Products and Service offerings for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes, supplier price changes and errors in advertisements. All orders are subject to Product availability and the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders. If Services are being performed on a time and materials basis, any estimates provided by Seller are for planning purposes only.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM

FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

12. Limited License

Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever. Customer acknowledges that Sellers may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). Customer agrees that its right to use the Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.

13. Confidential Information

13A. Each party anticipates that it may be necessary to provide access to information of a confidential nature of such party, the Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other party in the performance of this Agreement and any Statement of Work. "Confidential Information" means any information or data in oral, electronic or written form which the receiving party knows or has reason to know is proprietary or confidential and which is disclosed by a party in connection with this Agreement or which the receiving party may have access to in connection with this Agreement, including but not limited to the terms and conditions of each Statement of Work. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving party; (b) was known to the receiving party, or becomes known to the receiving party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.

13B. Each party agrees to hold the other Party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement or the applicable Statement of Work and need to know such Confidential Information for purposes of providing or receiving the Products or Services or otherwise in connection with this Agreement or the applicable Statement of Work, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement and the applicable Statement of Work. Upon the written request of a party, the other party will either return or certify the destruction of the Confidential Information of the other party.

13C. If a receiving party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving party will give the disclosing party prompt notice of such request so that the disclosing party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

14. Return Privileges

Seller allows customer returns based on the policies of the original product manufacturer. Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the licenses were downloaded. For additional information see Seller's full Product Return Policy at http://webojects.cdw.com/webojects/docs/PDFs/Return_Policy.pdf. Customer should contact Seller Customer Relations at 866.SVC.4CDW or e-mail returns@cdw.com to initiate a return or for additional information. Customer must notify Seller Customer Relations of any damaged Products within fifteen (15) days of receipt.

15. Term and Termination

This Agreement is effective beginning on the Effective Date and will continue in full force and effect for two (2) years, unless earlier terminated as provided for herein. The Parties may renew this Agreement for additional one (1) year terms on the same terms and conditions contained herein upon written agreement prior to the expiration of the then-current term.

Either party may terminate performance of a Service or a Statement of Work for cause if the other party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified party will, subject to the provision of warranties herein, have thirty (30) days to remedy its performance except that it will only have ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within the time period in which case the defaulting party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. In the event of any termination of the Services or a Statement of Work, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination plus any termination fee if one is set forth in the applicable Statement of Work. In such event Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

16. Provisions Related to Custom Imaging

If in connection with the provision of Products or Services, Customer desires to have Seller provide installation of custom software images, Customer will be required to execute an Installation Indemnity Agreement, a form of which is provided at <http://www.cdwg.com/forms/indemnity/app.asp>

17. Notices

Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt or three (3) days after mailing if mailed postage prepaid by regular mail or airmail to the address stated below, or one (1) day after such notice is sent by courier or facsimile transmission. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

Seller Notice Address:
CDW Government LLC
Attn: General Counsel
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

With a courtesy copy to:
CDW Government LLC
Attn: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If Electronically:
psp@cdwg.com

Customer Notice Address:
Murfreesboro City Schools
Attn: April Zavisa
2552 S. Church St.
Murfreesboro TN 37127

If Electronically:
april.zavisa@cityschools.net

18. Data Protection

This Section shall apply to the extent Seller performs any operation or set of operations, including collecting, recording, storing, retaining, using, disclosing or otherwise accessing, (collectively, "Process," "Processed," or "Processing") on any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household in connection with the Services ("Personal Data"), including without limitation any information that qualifies as "personal information" under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"). Seller shall only Process Personal Data in accordance with the instructions of Customer as detailed in the Agreement or the applicable SOW or PO and applicable data privacy law, including, if 1/7/2021 Sales and Service Projects <https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html> 9/11 applicable, the CCPA ("Privacy Laws"). For the avoidance of doubt, it is the intention of the Parties that Seller be a "service provider" of Customer pursuant to the CCPA. Notwithstanding the foregoing, to the extent expressly set forth in the Agreement, Seller (1) shall have the right to retain, use or disclose deidentified or aggregated data derived from Personal Data ("Seller Data"), provided that Seller Data shall not include any Personal Data, and (2) if Seller Processes any "personal information" as such term is defined in the CCPA in connection with the Services, Seller shall have the right to Process such "personal information" for any purpose permitted by the

CCPA. Where applicable law requires Seller to Process Personal Data under terms other than those of the Agreement, Seller shall promptly notify Customer of such legal requirement before Processing, unless applicable law prohibits such disclosure. Where required by applicable law, Seller shall also notify Customer if Seller determines any of Customer's instructions infringes applicable Privacy Laws. The Parties agree that Customer is responsible for obtaining any consents required by applicable Privacy Laws, as well as providing and ensuring the accuracy of any notices required to disclose Personal Data to Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Furthermore, Customer warrants that all Personal Data provided to Seller has been obtained, Processed, and provided to Seller in accordance with all applicable laws and ensured that there are legitimate grounds for Processing any and all Personal Data by Seller, Seller's Affiliates, or any Seller subcontractor providing Services for use in accordance with the Agreement. Seller shall promptly notify Customer of any request, complaint, claim, or other communication received by Seller or a subcontractor regarding its Processing of Personal Data. Seller shall cooperate with and provide any necessary assistance to Customer in responding to any such inquiries, in so far as possible and taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that the Customer cannot respond to such request on its own. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such requests. Such expenses will be invoiced to Customer in accordance with the Agreement. Customer acknowledges that Seller is reliant on Customer for instruction as to the extent to which Seller is entitled to use and Process Personal Data, and that Seller is not liable for any claim brought by a data subject to the extent that such claim arises from the Customer's instructions. Upon request, Seller shall provide reasonable cooperation and assistance to Customer with its obligations under applicable Privacy Laws, in so far as possible in connection with the Services, taking into account the nature of Seller's Processing and the Personal Data available to Seller. Seller shall be obliged to provide such assistance only in so far that Customer's obligations cannot be met by Customer through other means. Notwithstanding anything to the contrary in the Agreement, Customer is obliged to reimburse Seller for out of pocket expenses in connection with such assistance. Such expenses will be invoiced to Customer in accordance with the Agreement. To the extent that Personal Data includes information about individuals who are located in the European Economic Area ("EEA") and/or Switzerland, and Seller stores or otherwise obtains access to such Personal Data outside of the EEA and/or Switzerland, Seller agrees it has implemented appropriate measures to address the cross-border transfer of Personal Data. Seller shall implement and maintain an information security program that includes appropriate technical and procedural safeguards to protect Personal Data, taking into account the nature of Seller's Processing and the Personal Data available to Seller. To the extent required by applicable Privacy Laws, upon request, Seller shall make available to Customer information reasonably necessary to demonstrate compliance with this obligation. The parties agree that Seller may subcontract its obligations to subcontractors as necessary to perform the Services under the Agreement. Seller shall remain responsible for subcontractors' performance under the Agreement, and shall enter into an agreement with subcontractors that impose materially the same obligations as set forth in this Section. Seller also agrees that any subcontractors who have access to 1/7/2021 Sales and Service Projects <https://www.cdwg.com/content/cdwg/en/terms-conditions/sales-and-service-projects.html> 10/11 Personal Data are bound to Process Personal Data in accordance with Seller's instructions and are subject to obligations to maintain confidentiality. Notwithstanding any provisions in the Agreement to the contrary, Seller shall promptly notify Customer in the event Seller discovers or is notified of a known breach of security leading to unauthorized disclosure of or access to Personal Data as a result of its Processing of Personal Data ("Security Breach"). Seller shall reasonably cooperate in the investigation of the Security Breach. The parties agree that to the extent required by applicable Privacy Laws, and upon thirty (30) days written notice to Seller, and no more than once per calendar year, Customer may request reasonable access to Seller's facilities, systems, and supporting documentation used to provide the Services, to the extent necessary to assess Seller's compliance with its obligations under this Section. Such assessments shall be subject to Seller's security and confidentiality policies, and shall be conducted in a manner that minimizes any disruption of Seller's performance of services and other normal operations. Such expenses will be invoiced to Customer in accordance with the Agreement. Notwithstanding any other provision of the Agreement to the contrary, upon termination of the Agreement or otherwise at Customer's written request, Seller shall, at the choice of Customer, either return or delete Personal Data from its systems unless required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority. Customer shall reimburse Seller and its managers, officers, directors, employees, agents, affiliates,

successors and permitted assigns (collectively, "Reimbursed Party") against any and all losses costs, or expenses of whatever kind, including professional fees and attorney's fees, that are incurred by any Reimbursed Party for any investigation or any preparation for any investigation by any governmental or regulatory authority arising out of Customer's violation of any Privacy Laws in connection with this Agreement.

19. Miscellaneous

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products or the performance of Services or assign the right to receive payments, without Customer's consent. Customer may not assign these Terms and Conditions, or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, these Terms and Conditions will be binding on and inure to the benefit of the parties

hereto and their successors and assigns. No provision of this Agreement or any Statement of Work will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by both parties. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture. If any term or condition of this Agreement or a Statement of Work is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof or thereof or the whole of this Agreement or the applicable Statement of Work. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. Those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive. This Agreement may be signed in separate counterparts, each of which shall be deemed an original, and all of which together will be deemed to be one original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year first set forth above.

SELLER: CDW GOVERNMENT LLC

CUSTOMER: Murfreesboro City Schools

By: 

By: _____

Name: Dario Bertocchi
Title: Director, Program Sales

Name: Bobby N. Duke III
Title: Director of Schools

Address of Principal Place of Business:

230 North Milwaukee Avenue
Vernon Hills, IL 60061

Address of Principal Place of Business:

2552 S. Church Street
Murfreesboro TN 37127

Phone Number: 615-893-2313
Email: trex.duke@cityschools.net
FEIN Number: _____
D&B D-U-N-S Number: _____

Approved as to Form:

Lauren Bush, Assistant City Attorney

Agenda Item Title: Microsoft Enrollment for Education Solutions Agreement

Board Meeting Date: August 22, 2023

Department: Legal

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Pursuant to Board Policy 2.808, the Microsoft Enrollment for Education Solutions Agreement is submitted to the Board for approval as it is an agreement with a three-year term and the cost for services is greater than \$50,000.00. Pursuant to this agreement, Microsoft will provide digital licenses for students and educators.

Staff Recommendation

Recommend approval of Microsoft Enrollment for Education Solutions Agreement

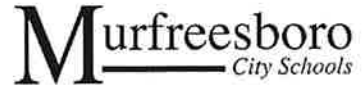
Fiscal Impact

Cost of agreement is \$59,508.00

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools
2252 South Church Street, Murfreesboro TN 37127
Phone (615) 893-2313 Fax (615) 893-2352
cityschools.net



CONTRACT REVIEW FORM

Requesting Department/School: Technology

Contract: Microsoft Enrollment for Education Solutions Agreement

Vendor: Microsoft Corporation Cost: \$59,508.00

Contract Start Date: Enrollment effective date Term of Agreement: 36 months from enrollment effective date

Does the contract require student information? Yes No

Is the contract subject to grant requirements or an issued RFP? Yes No

Supervisor Approval: _____

LEGAL REVIEW

Amendments needed? Yes No

Brief description of amendments and/or other comments:

Addendum to agreement provided

Legal Approval: *Leann Pugh*

FINANCE REVIEW

Budget Account Number: 141 E 72250 471

Comments from Finance Department:

Finance Approval: *B. Prater 8/17/23*

Program Signature Form

MBA/MBSA number		
Agreement number	01C35942	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enrollment for Education Solutions	X20-14303

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Murfreesboro City Schools Signature* Printed First and Last Name* Printed Title Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature*
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	88591303	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/> 12 Full Calendar Months	<input checked="" type="checkbox"/> 36 Full Calendar Months
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Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Education Platform Product” means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

“Education Qualified User” means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

“Expiration Date” means the date upon which the Enrollment expires.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Organization-wide Count” means the total number of Education Qualified Users in the Organization as listed in the “Licensing options; rights and restrictions” table included in this Enrollment.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. “Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution’s Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Student Count” means the total number of Students in the Organization as listed in the “Licensing options; license rights and restrictions” table included in this Enrollment.

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

- g. Annual orders.** Institution must submit annual orders as follows:
- (i) Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.
 - (ii) Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:
 1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
 2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
 3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.
 - (iii) Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.
- h. Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.
- i. How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- j. Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

- a. Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
 - (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution’s Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution’s Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution’s price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution’s request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input checked="" type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input checked="" type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. Qualifying systems Licenses.

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. **End of Enrollment term and termination.**

- a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. **If Institution elects not to renew.**
 - (i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. Please select **only one** option.

<input checked="" type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution plus the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	<input checked="" type="checkbox"/>	1000
2. Students	<input checked="" type="checkbox"/>	20000

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. **Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) * Murfreesboro City Schools

Contact name: First* April **Last*** Zavis

Contact email address* april.zavis@cityschools.net

Street address* 2552 South Church Street

City* Murfreesboro

State/Province* TN

Postal code* 37127-7135-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (615) 893-2313

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* April **Last*** Zavis

Contact email address* april.zavis@cityschools.net

Street address* 2552 South Church Street

City* Murfreesboro

State/Province* TN

Postal code* 37127-7135-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone (615) 893-2313

Language preference. Choose the language for notices. English

This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

** indicates required field*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* April **Last*** Zavis

Contact email address* april.zavis@cityschools.net

Phone (615) 893-2313

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics LLC.

Street address (PO boxes will not be accepted) * 20750 Civic Center Drive Suite 590

City* Southfield

State/Province* MI

Postal code* 48076

Country* United States

Contact name: First* Erin **Last*** Richards

Phone (469) 288-9098

Contact email address* erin.richards@cdw.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Erin Richards

Printed name* Erin Richards

Printed title*

Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional Notices Contact

(ii) Software Assurance Manager

(iii) Subscriptions Manager

(iv) Customer Support Manager (CSM) contact

f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to: Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. Subscriptions manager.

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* Murfreesboro City Schools
Contact name*: First April Last Zavis
Contact email address* april.zavis@cityschools.net
Street address* 2552 South Church Street
City* Murfreesboro **State/Province*** TN **Postal code*** 37127-7135
Country* United States
Phone* (615) 893-2313 **Fax**

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. Online services manager.

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* Murfreesboro City Schools
Contact name*: First April Last Zavis
Contact email address* april.zavis@cityschools.net
Street address* 2552 South Church Street
City* Murfreesboro **State/Province*** TN **Postal code*** 37127-7135
Country* United States
Phone* (615) 893-2313 **Fax**

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. Customer Support Manager (CSM).

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity*
Contact name*: First Last
Contact email address*
Street address*
City* State/Province* Postal code*
Country*
Phone* Fax

6. Primary contact information.

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* Murfreesboro City Schools
Contact name*: First April Last Zavis
Contact email address* april.zavis@cityschools.net

Street address* 2552 South Church Street
City* Murfreesboro **State/Province*** TN **Postal code*** 37127-7135
Country* United States
Phone* (615) 893-2313 **Fax**

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of entity* Murfreesboro City Schools

Contact name*: First April Last Zavis

Contact email address* april.zavis@cityschools.net

Street address* 2552 South Church Street

City* Murfreesboro **State/Province*** TN **Postal code*** 37127-7135

Country* United States

Phone* (615) 893-2313 **Fax**

This contact is a third party (not the entity). **Warning:** This contact receives personally identifiable information of the entity.

**ADDENDUM TO ENROLLMENT FOR EDUCATION SOLUTIONS
CONTRACT DOCUMENT, NUMBER X20-14303**

This Addendum (herein "Addendum") amends the Enrollment for Education Solutions Contract Document, Number X20-14303, and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between the Microsoft Affiliate (herein "Affiliate") and Murfreesboro City Schools (herein "District," "School" or "Customer"). In consideration of using Affiliate's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
- 2. Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Affiliate or any other person or entity and any limitation of liability in favor of Affiliate is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.
- 3. 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, Customer 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 Affiliate or provide Affiliate with notice or the time to obtain a protective order. Customer 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 3 serves to meet such burden and authorization of disclosure.
- 4. Termination for Convenience.** District or Affiliate may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until 60 days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Should District exercise this provision, District will compensate Vendor for all rent up to the termination date, and Vendor will refund to District any funds paid by District

in excess of such amount. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the Customer shall be sent to:

Director of Schools
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127

- 5. Accessibility.** Affiliate warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), and the accessibility guidelines established by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and implementing regulations set forth in 36 C.F.R. Part 1194. Affiliate shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Affiliate shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Affiliate further agrees to indemnify and hold harmless Customer from any claims arising out of Affiliate's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.
- 6. Name and Logo.** Customer does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Affiliate other than in connection with any events promoted through or for which tickets are sold through Affiliate's services. Additionally, Customer does not waive any and all moral right to the use of the name submitted to Affiliate.
- 7. 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.
- 8. Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. 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. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.
- 9. Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by Customer 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. In the event of litigation between Customer and Affiliate 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.

10.Non-appropriation. Affiliate acknowledges that Customer is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client 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, and any unused payment made to Affiliate shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Affiliate for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Affiliate, FPPs, or Payment Processing Partners in relation to any event.

11.No Taxes. As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Affiliate with its Sales and Use Tax Exemption Certificate upon Affiliate's request.

12.Warranty. Affiliate warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Affiliate. If it does not perform as warranted, Affiliate shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Affiliate. If it cannot correct the products within a reasonable period of time, Affiliate shall refund the purchase price of the products.

13.Compliance with Tenn. Code Ann. §49-1-221(c) Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c) Provider shall:

- a.) Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
- b.) Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
- c.) Verify, in writing, that the Provider's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. 39-17-901; and
- d.) Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the contracting LEA or state agency has determined the material to be age – or audience – inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.

14.Student Data.

14.1. Definition of Data. Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

14.2. De-Identification. Affiliate may use de-identified Data for product

development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Affiliate agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

14.3. Marketing and Advertising. Affiliate will not use any Data to advertise or market to students or their parents. Advertising or Marketing may be directed to the School only if student information is properly de-identified. Data may not be used for any purpose other than the specific purpose(s) outlined in this Agreement.

14.4. Modification of Terms of Service. Affiliate will provide reasonable notice in the event it changes how Data are collected, used, or shared under the terms of this Agreement.

14.5. Modification of Terms of Service. Affiliate will provide reasonable notice in the event it changes how Data are collected, used, or shared under the terms of this Agreement.

14.6. Modification of Terms of Service. Affiliate will provide reasonable notice in the event it changes how Data are collected, used, or shared under the terms of this Agreement.

14.7. Data Collection. Affiliate will only collect Data necessary to fulfill its duties as outlined in this Agreement.

14.8. Data Use. Affiliate will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement.

14.9. Data Mining. Affiliate is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

14.10. Data Sharing. Data cannot be shared with any additional parties without prior written consent of the User except as otherwise set forth in the Agreement and/or as required by law. If Affiliate relies on or uses one or more subcontractors to perform work necessary to fulfill services under this Agreement, any such persons and/or entities shall have appropriate written contractual terms to protect and maintain data security and confidentiality, and as otherwise agreed to under the Terms and Conditions Agreement between School and Affiliate.

14.11. Data Transfer or Destruction. Affiliate will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Affiliate may have transferred Data, are destroyed or transferred to the School under the direction of the School when the Data are no longer needed for their specified purpose, at the written request of the School.

14.12. Rights and License in and to Data. Parties agree that all rights, including all intellectual property rights, of Data shall remain the exclusive property of the School, and Affiliate has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Affiliate any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Data.

14.13. Access. Any Data held by Affiliate will be made available to the School upon request by the School.

14.14. Security Controls. Affiliate will store and process Data in accordance with industry accepted practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Affiliate will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Affiliate will also have a written incident

response plan, to include reasonably prompt notification of the School in the event of a security or privacy incident, as well as industry accepted practices for responding to a breach of PII. Affiliate agrees to share its incident response plan upon request.

15.Amendment. This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

16.Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

17.No Presumption Against Drafter. This Addendum 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 Addendum 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 Addendum differs in any respect from any previous draft hereof.

18.Counterparts. This Addendum may be executed in one or more counterparts by Customer and Affiliate. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

19.Effective Date. This Addendum shall be effective immediately after the Agreement is effective.

MICROSOFT AFFILIATE

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke, III
Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Lauren Bush, Assistant City Attorney

Agenda Item Title: TSBA Policy Manual Maintenance and Online Service Agreement

Board Meeting Date: August 22, 2023

Department: Legal

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Pursuant to Board Policy 2.808, the TSBA Policy Manual Maintenance and Online Service Agreement is submitted to the Board for approval as it is an agreement with a three-year term. Pursuant to this agreement, TSBA will provide model policies based on legal or regulatory changes and will host Board policies online through the TSBA.net platform.

Staff Recommendation

Recommend approval of TSBA Policy Manual Maintenance and Online Service Agreement

Fiscal Impact

Cost of agreement is \$4,250.00 each year, with a total cost of \$12,750.00

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools
2252 South Church Street, Murfreesboro TN 37127
Phone (615) 893-2313 Fax (615) 893-2352
cityschools.net



CONTRACT REVIEW FORM

Requesting Department/School: Director's Office

Contract: Policy Manual Maintenance and Online Service Agreement

Vendor: TSBA Cost: \$12,750.00

Contract Start Date: 9/1/2023 Term of Agreement: 9/1/2026

Does the contract require student information? Yes No
Is the contract subject to grant requirements or an issued RFP? Yes No

Supervisor Approval: _____

LEGAL REVIEW

Amendments needed? Yes No

Brief description of amendments and/or other comments:

Legal Approval: *Leann Pugh*

FINANCE REVIEW

Budget Account Number: 14E7230399

Comments from Finance Department:

Finance Approval: *B Prater 8/17/23*

TSBA District Policy Manual Maintenance and Online Service Agreement

This Services Agreement("Agreement") is made and entered into by and between **Murfreesboro City Board of Education**, hereinafter called "School District," and the **Tennessee School Boards Association**, hereinafter called "TSBA," provides as follows:

I. PURPOSE

TSBA agrees to perform the services enumerated in Article III-B of this Agreement for the purpose of assisting School District to maintain its District Policy manual in current condition.

In consideration for TSBA's services, School District agrees to perform the duties enumerated in Article III-A and make payment according to Article IV.

The electronic formatting of policies is the intellectual property of TSBA.

II. TERM

The term of this Agreement shall be for three (3) years from effective date – 09/01/23.

III. SERVICES

A. School District shall:

1. Designate a member of the administrative staff to serve as liaison with TSBA for the duration of this Agreement, and so advise TSBA.
2. Provide TSBA with any desired revisions or additions to policy manual in a timely manner.

B. TSBA shall:

1. Monitor changes in state and federal law and customize applicable district policies to incorporate changes.
2. Review and edit district-originated policy revisions and additions and provide legal review when needed.
3. Provide School District with sample policies upon request.
4. Advise School District on policy manual topics and organization.

5. Conduct periodic policy manual audits to ensure that all policies are in compliance with current laws.
6. Maintain an up-to-date copy of the School District's policy manual.

IV. Fees/Fee Payment Schedule

In consideration of the services set forth in Section III-B of this agreement, School District shall pay to TSBA the fee of \$12,750 for a three-year subscription to the Policy Maintenance/On-line Service. Payment of the three-year subscription shall be as follows:

1/3 due on the effective date of this agreement	(09/01/23)	<u>\$4,250.00</u>
1/3 due one year from effective date of agreement	(09/01/24)	<u>\$4,250.00</u>
1/3 due two years from effective date of agreement	(09/01/25)	<u>\$4,250.00</u>

Thirty days before the expiration date (09/01/26), TSBA will send a notice of renewal to the district including any price increase or other changes in such service.

For the
Tennessee School Boards Association

For the
School District

[Signature]
Director of Policy Services

Director of Schools

7/28/23
Date

Board Chairman

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to TSBA Policy Services.

TSBA District Policy Manual Maintenance and Online Service Agreement

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For the
Tennessee School Boards Association

For the
School District



Director of Policy Services

Director of Schools



Date

Board Chairman

Date

Please sign both copies of this Agreement. One copy is to be retained by the district and one copy is to be returned to TSBA Policy Services.



P.O. Box 440011
 Nashville, TN 37244-0011
 Phone: (615) 815-3908 Fax: (615) 815-3911
 Email: bmassey@tsba.net

Invoice

Date	Invoice #
8/1/2023	37799

Bill To
Murfreesboro City Board of Education Attn: Finance 2552 S. Church Street Murfreesboro, TN 37127

P.O. No.

Description	Qty	Rate	Amount
Annual Online Policy Maintenance Agreement 9/1/2023-8/31/2024	1	4,250.00	4,250.00
		Total	\$4,250.00
		Payments/Credits	\$0.00
		Balance Due	\$4,250.00

Please make checks payable to:
 Tennessee School Boards Association,
 Attention Finance Department.

Agenda Item Title: STARS Nashville Enhanced Student Assistance Program Agreement

Board Meeting Date: August 22, 2023

Department: Legal

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Pursuant to Board Policy 2.808, the STARS Nashville Enhanced Student Assistance Program Agreement is submitted to the Board for approval as the total cost of the agreement is over \$50,000. Pursuant to this agreement, STARS Nashville will provide an enhanced student assistance program (ESAP) with an ESAP therapist at 8 schools.

Staff Recommendation

Recommend approval of STARS Nashville Enhanced Student Assistance Program Agreement

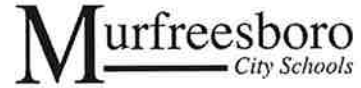
Fiscal Impact

Cost of agreement is \$131,000.00

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools
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cityschools.net



CONTRACT REVIEW FORM

Requesting Department/School: Student Services

Contract: Enhanced Student Assistance Program

Vendor: STARS Nashville Cost: \$131,000.00

Contract Start Date: _____ Term of Agreement: 2023-2024 school year

Does the contract require student information? Yes No

Is the contract subject to grant requirements or an issued RFP? Yes No

Supervisor Approval: _____

LEGAL REVIEW

Amendments needed? Yes No

Brief description of amendments and/or other comments:

Legal Approval: *Lauren Pugh*

FINANCE REVIEW

Budget Account Number: 142E 72130 399 936

Comments from Finance Department:

Finance Approval: *B. Proctor 8/17/23*



**MEMORANDUM OF AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
STARS Nashville
2023-2024 School Year**

Murfreesboro City Schools (MCS) and STARS Nashville (STARS) \$131,000 for Enhanced Student Assistance Program (ESAP) services as outlined below at the following school sites:

Cason Lane Elementary	2 Day per Week
Discovery School	1 Days per Week
Erma Siegel Elementary	2 Day per Week
Hobgood Elementary	2 Day per Week
Northfield Elementary	2 Days per Week
Overall Creek Elementary	2 Day per Week
Salem Elementary	2 Day per Week
Scales Elementary	2 Day per Week

❖ *Days of services may be moved between school sites without amending contract if total number of days of service does not change.*

NATURE OF SERVICE

DUTIES AND RESPONSIBILITIES OF STARS

A. Intervention/Prevention/Counseling Services

- To provide and supervise an ESAP Therapist to serve designated Murfreesboro City Schools.
- To provide individual therapy, and if requested, group therapy sessions for students affected by anxiety, depression, grief, loss, substance misuse, violence, anger, conflict management and other behavioral or mental health issues.
- To provide treatment and case management services to students at selected school site(s).
- To provide crisis intervention as needed.
- Conduct interventions on behalf of the school with students and families and make necessary referrals to community agencies/counselors as needed.
- Engage and collaborate closely with parents and guardians whenever possible in order to support and sustain students' overall health and wellbeing.
- Collaborate as appropriate with other school and community partners who are providing prevention/intervention activities or other mental health services in the school.
- Communicate on a regular basis with designated administrative personnel (school social workers, counselors and psychologists, etc.) in order to improve coordination of services.

- Conduct student group evaluations, and staff / student / parent satisfaction surveys.
- Provide annual progress reports to designated MCS representative and school administrators.
- Perform duties as directed by STARS Executive Staff.
- To provide other types of more informal support for students to meet the needs of particular schools, as requested by administrators.
- Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and MCS to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health services.

B. General Program Administration

- Develop and implement program goals and objectives in consultation with MCS.
- Comply with any grant requirements that support the MCS and STARS services.
- Abide by any and all applicable federal, state and local laws, statues and regulations including but not limited to policies of MCS.
- STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability or any other classification protected by the Federal, Tennessee State constitutional or statutory law.
- STARS shall safeguard all rights of the child as legally and ethically required in accordance with federal and state laws and regulations.
- STARS shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the TBI and FBI for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

C. Teacher Trainings and Volunteer Management

- Conduct ESAP overviews and ESAP in-service presentations in all schools implementing STARS.

D. STARS Counselor and Therapist Training and Staff Development

- Provide opportunities for STARS therapists to receive staff development and training regarding specific areas within student assistance.
- Training and staff development could include, but are not necessarily limited to the following trainings: SAP 101, Safety in Relationships, Substance Misuse Prevention, DCS Reporting, Suicide Prevention, Bullying Prevention, Promoting Positive School Climate, SEL Topics, Mental Health Topics, Restorative Practices, Workplace Relationships, Title VI, Drug-Free Workplace, and others.
- Documentation of professional development and training materials will be provided to the designated MCS representative if requested.

E. Maintenance of Records

- STARS shall maintain accounting records in accordance with generally accepted accounting principles.
- STARS shall comply with all applicable HIPAA and FERPA regulations.

F. Performance Evaluation

- STARS conducts an annual performance evaluation for each STARS therapist. The STARS employee is evaluated by their respective principal and /or his/her designees, such as school counselors and/or assistant principals.
- STARS Director of Prevention Services annually evaluates each employee based on feedback received from school sites, as well as from personal observation.
- Staff who do not meet the basic requirements of the position receive a performance improvement plan outlining what steps should be taken to improve performance. Monthly meetings occur until performance improves. Failure to meet minimum requirements may result in termination.

- Upon request, the designated MCS representative may review the performance evaluation and feedback received on the STARS therapist.

G. Contingent Fees

- STARS will not be retained or retain any persons to solicit or secure a MCS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee.

H. Conflicts of Interest

- STARS warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of the MCS as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to STARS in connection with any work contemplated or performed relative to this agreement.

MURFREESBORO CITY SCHOOLS AGREES TO:

A. Counseling Services

- Implement a process to receive referrals from school staff.
- Provide opportunity for students to participate in STARS ESAP services, which meet weekly or as needed.
- Provide opportunities for students and staff to understand how to access STARS ESAP services.
- Inform parents/guardians of the availability of STARS ESAP services.

B. General Administration

- Ascertain that STARS therapists have access to students' ID Number, schedule and contact information in order to plan appointments, connect with family members as necessary and compliance with Outcome Evaluation Measures.
- Provide for a secure and a confidential office space, telephone and printer access for the STARS Therapists.
- Provide IT support to help with issues related to internet connection and phone and printer malfunction.
- Participate in Program Evaluation (student outcomes, school climate information, student and staff satisfaction).
- Provide feedback to STARS Program Leadership as needed or requested.
- Agree to hold all information and data relating to a student's participation in STARS as confidential in accordance with Code of Federal Regulations (CFR 42 Part 2) as well as by any federal, state, or county statutes governing confidentiality.
- Assist the agency in locating other sources of funding for service continuation.
- Provide evaluation feedback about STARS' staff members consistent with the STARS personnel evaluation process.
- STARS will provide a statistical compilation of student, faculty and parent participation, along with a narrative at the end of each school year.

C. Teacher Trainings and Volunteer Involvement

- In partnership with the STARS therapists, conduct principal requested or STARS recommended in-services for students and faculty about ESAP services via classroom presentations, announcements, faculty meetings and administrative training days.

D. Parent Engagement

- Inform parents of all aspects of ESAP at the school and opportunities for parent education and involvement.

E. Non-Discrimination

- MCS agrees to notify the STARS Chief Operating Officer (COO) of any compliant of unfair or discriminatory treatment by a STARS staff member on the basis of race, creed, color, religion, sex, age, national origin, marital status, veteran status, gender, sexual orientation or disability/exceptionality, or any other classification protected by the Federal, Tennessee State constitutional or statutory law.

F. Fraud, Waste and Abuse

- MCS agrees to report any instance or suspicion of fraud, waste or abuse of STARS resources of any kind. Any knowledge or suspicion of fraud, waste, or abuse should be reported to the STARS COO.

G. Workplace Injuries

- MCS agrees to report any workplace injuries to the STARS COO. STARS staff who are injured are required to file a Worker's Compensation (WC) Claim with STARS Human Resources Department and use the panel of healthcare providers designated by the WC company. Workplace injuries may require the STARS staff member be drug tested.

FUNDING AND RATE

The funding for these services is provided in part by the United Way of Rutherford and Cannon Counties and private, philanthropic funds.

Payment will be due to STARS upon submission of invoices on September 1, 2023; November 1, 2023; January 2, 2024; March 1, 2024 and May 1, 2024 in the amount of \$26,200 each. Tele-health services will be invoiced at the same rate as on-site services.

PUBLICATIONS

All publications, press releases, or written descriptions of the program will state that funding is provided, in part, by the United Way of Rutherford and Cannon Counties.

Both MCS and STARS acknowledge that both STARS and MCS are in a contractual relationship and this Agreement does not create an employer/employee relationship or allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employee or agents of one party shall not be deemed or construed to be the employees or agents for the other party for any purpose. STARS being an independent contractor, agrees to carry workers' compensation insurance, and other appropriate forms of insurance for all its employees.

STARS agrees to indemnify and hold MCS, its members, employees and agents, harmless from any liability claim, including but not limited to attorney fees or other costs incurred, for any negligent or intentional act(s) or failure to act directly or indirectly attributable to STARS, its member, employees or agents, except when such claims arise out of any recklessness or intentionally tortious act of MCS.

MCS is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. MCS is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability

SIGNATURES

DocuSigned by:

Rodger Dinwiddie

Rodger Dinwiddie, STARS

Murfreesboro City Schools Representative

(Printed Name)

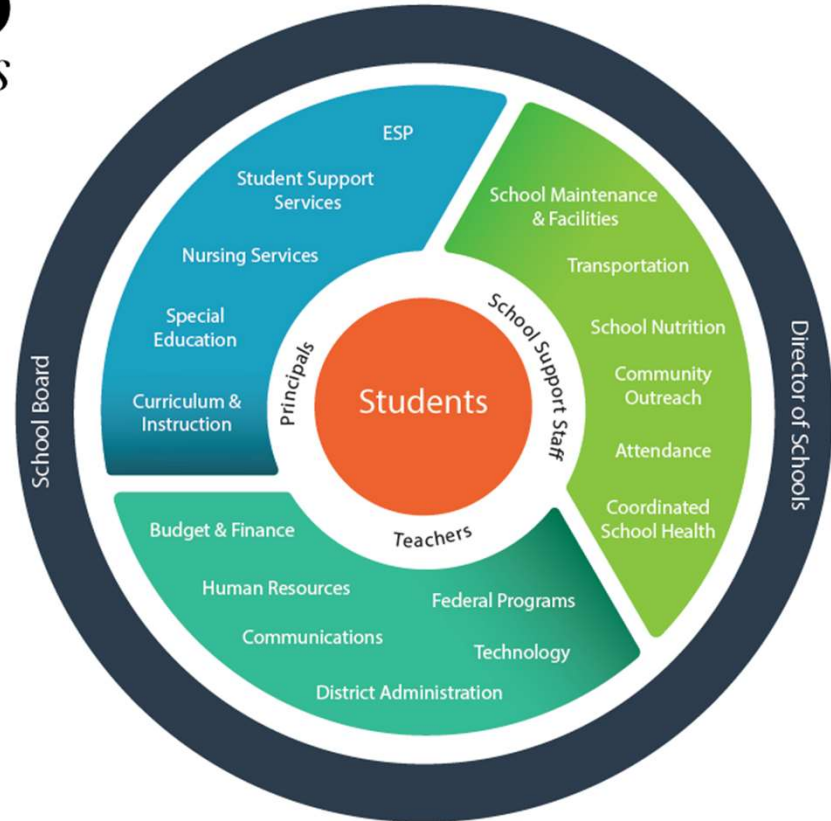
8/9/2023

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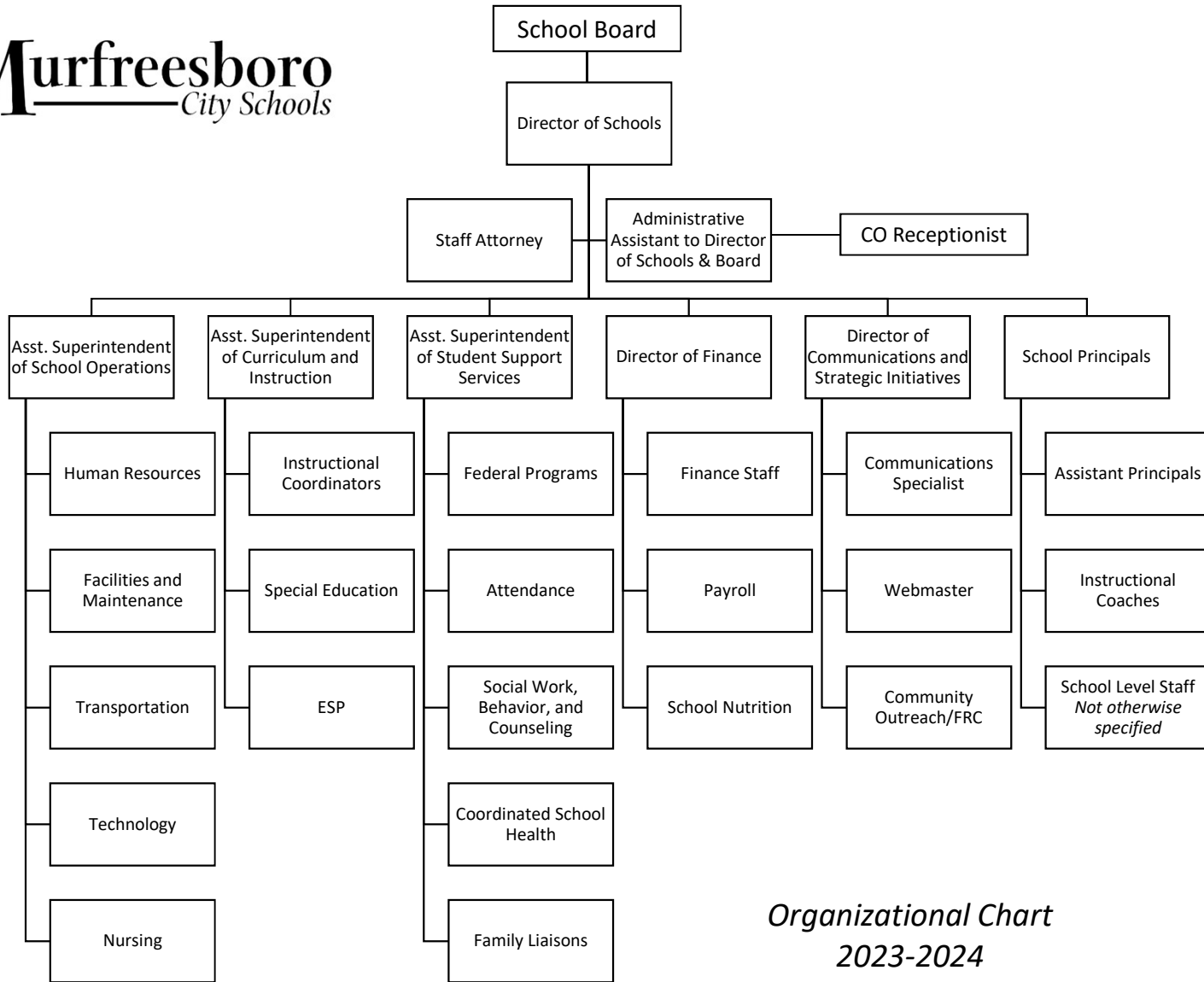
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Murfreesboro City Schools

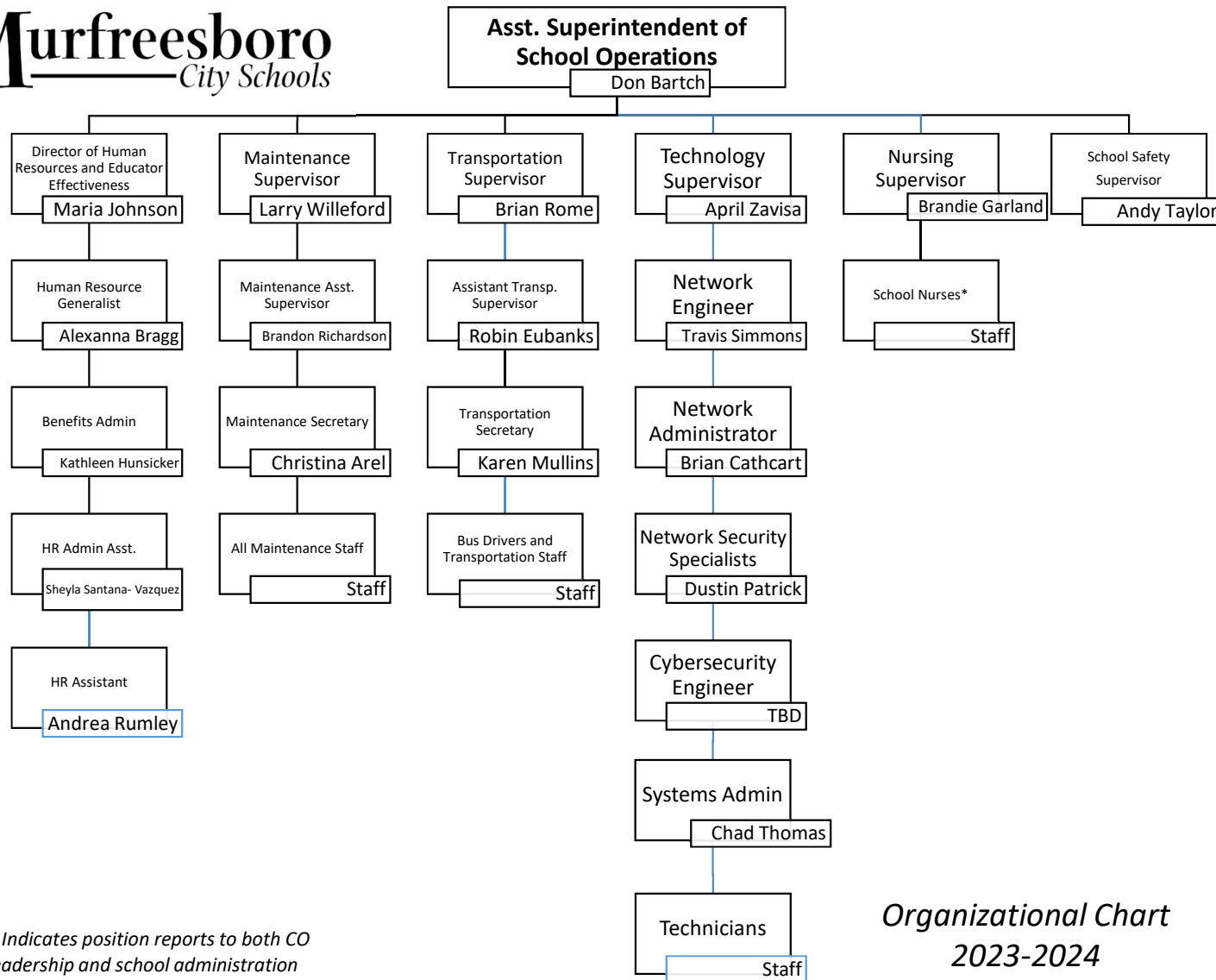
Organizational Chart 2023-2024



The mission of MCS is to assure the academic and personal success of each child.

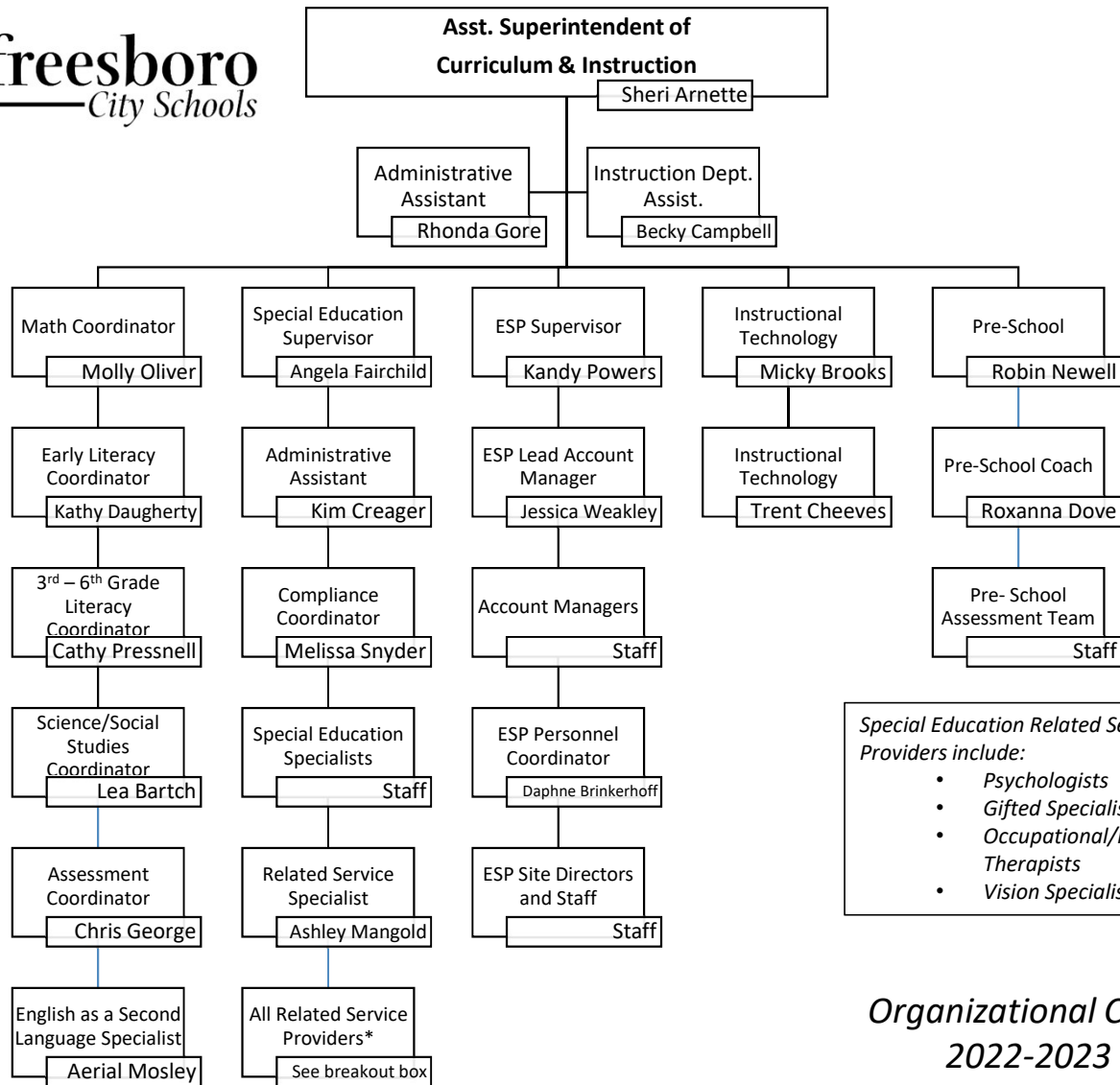


*Organizational Chart
2023-2024*



* Indicates position reports to both CO leadership and school administration

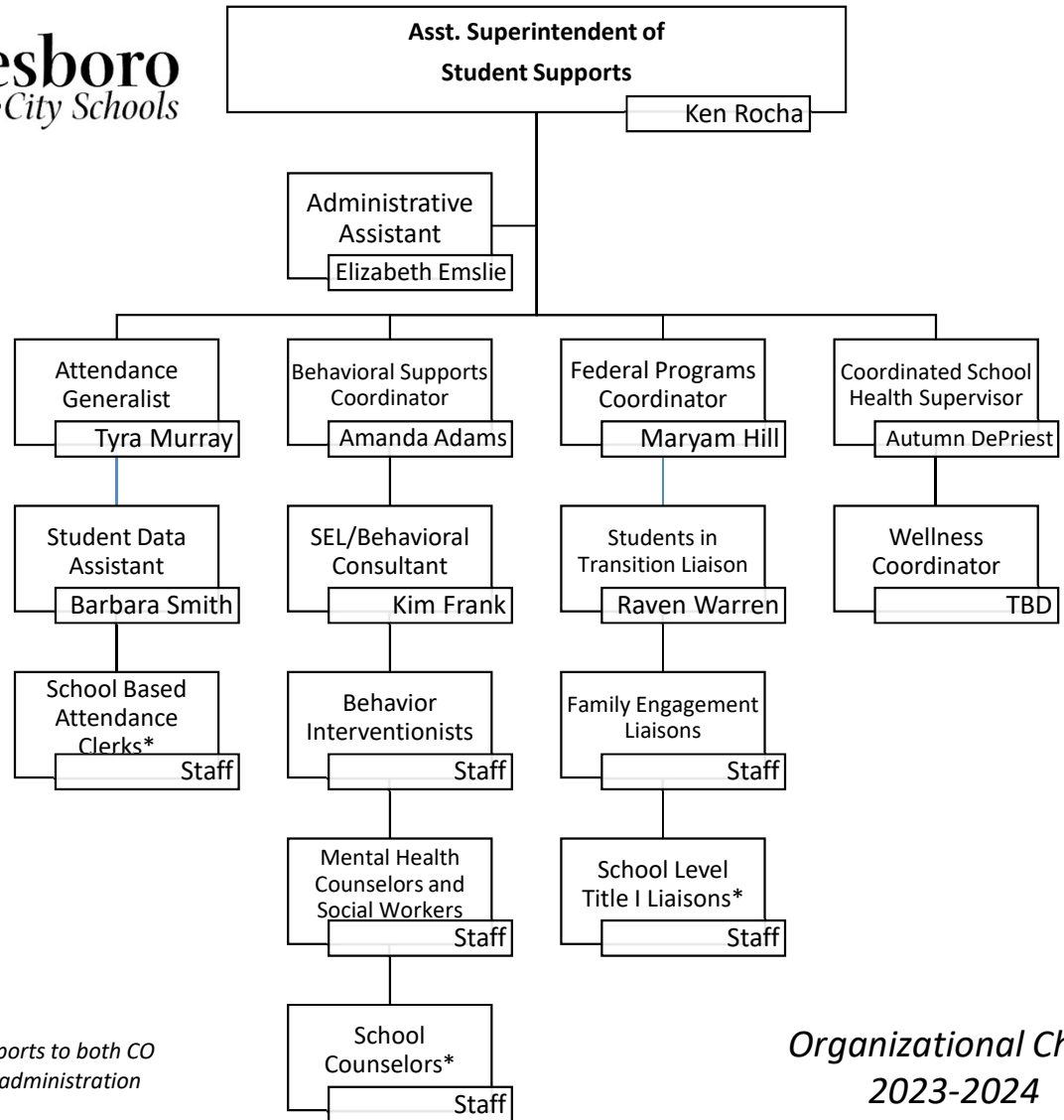
Organizational Chart
2023-2024



Special Education Related Service Providers include:

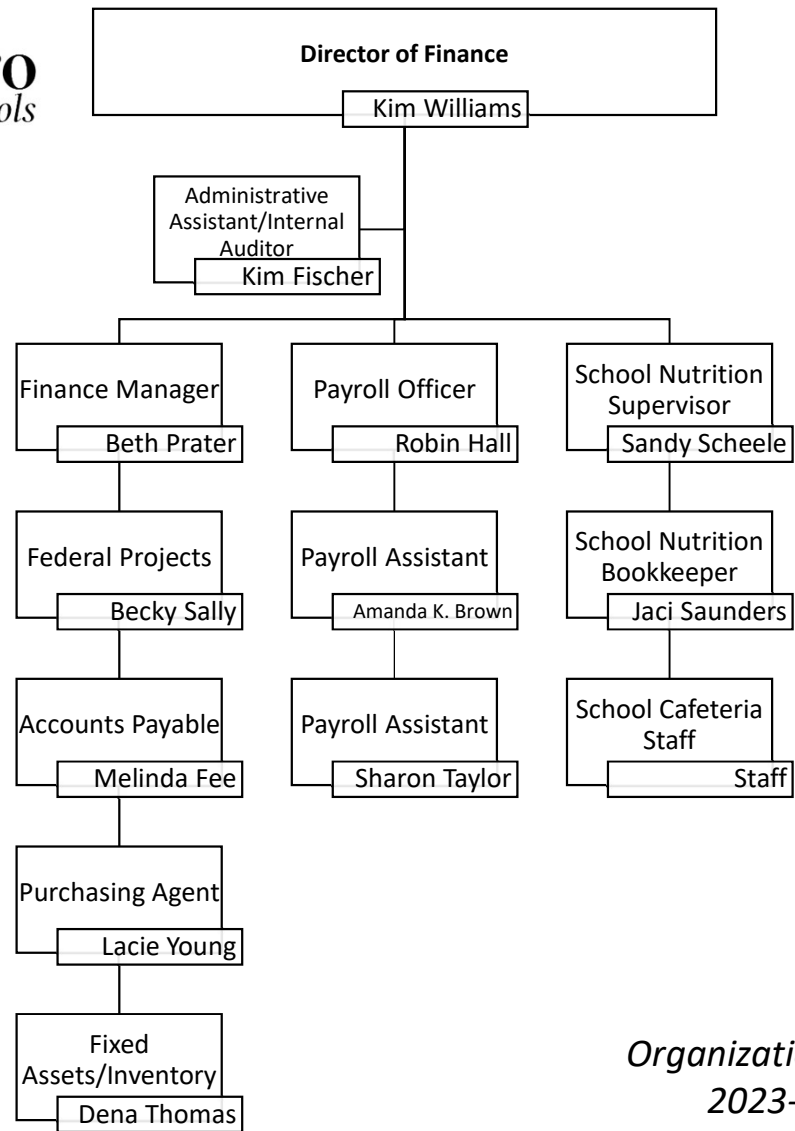
- Psychologists
- Gifted Specialists
- Occupational/Physical Therapists
- Vision Specialists

**Organizational Chart
2022-2023**

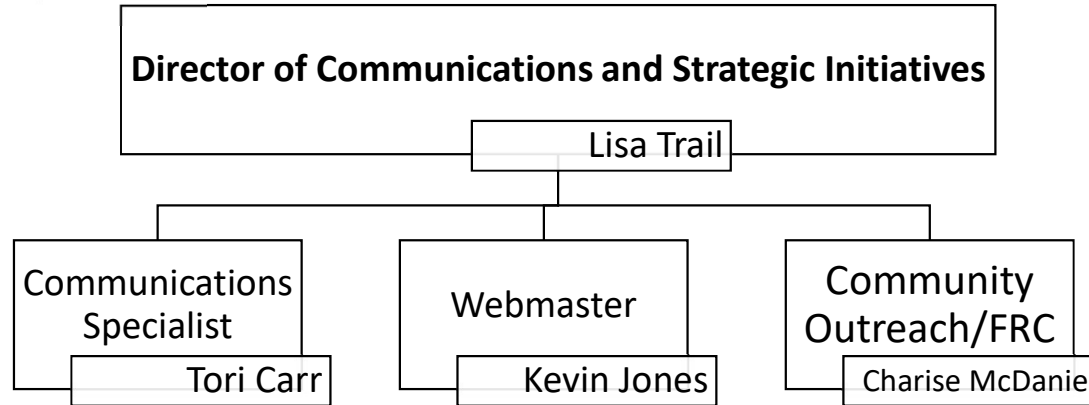


** Indicates position reports to both CO leadership and school administration*

*Organizational Chart
2023-2024*

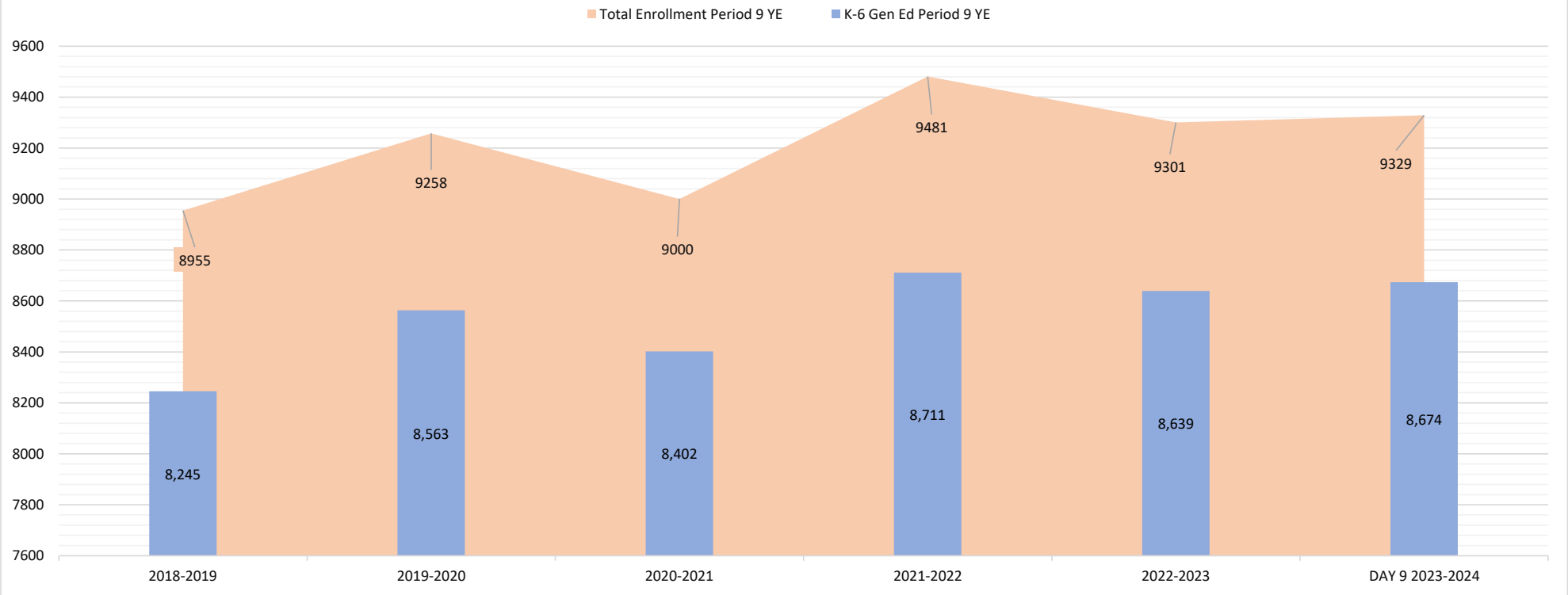


*Organizational Chart
2023-2024*



*Organizational Chart
2023-2024*

5-Year Comparison of PreK-6 Period 9 Year End Enrollment and Day 9 2023-2024



Entire District	Pre-K	K	1	2	3	4	5	6	K-6 Gen Ed Period 9 YE	SPED/ BEST	Total Enrollment Period 9 YE	Y/Y Change
2018-2019	490	1,277	1,264	1,208	1,266	1,264	1,304	662	8,245	220	8955	
2019-2020	484	1,376	1,368	1,342	1,281	1,277	1,304	615	8,563	211	9258	303
2020-2021	409	1,301	1,351	1,350	1,283	1,260	1,235	622	8,402	189	9000	-258
2021-2022	524	1,426	1,345	1,413	1,351	1,335	1,289	552	8,711	246	9481	481
2022-2023	420	1,371	1,405	1,317	1,387	1,347	1,319	493	8,639	242	9301	-180
DAY 9 2023-2024	398	1,328	1,373	1,446	1,338	1,399	1,364	426	8,674	257	9329	28

Actual 23-24 Day 9 / Actual 22-23 Day 9

	Total K-6	Student Net Gain/Loss to Day 9 22-23
Black Fox ACT 23-24	788	62
Black Fox ACT 22-23	726	

Bradley ACT 23-24	334	(9)
Bradley ACT 22-23	343	

Cason Lane ACT 23-24	693	(37)
Cason Lane ACT 22-23	730	

Discovery ACT 23-24	391	2
Discovery ACT 22-23	389	

Erma Siegel ACT 23-24	808	60
Erma Siegel ACT 22-23	748	

Hobgood ACT 23-24	597	3
Hobgood ACT 22-23	594	

John Pittard ACT 23-24	743	33
John Pittard ACT 22-23	710	

Mitchell-Neilson ACT 23-24	535	(29)
Mitchell-Neilson ACT 22-23	564	

Northfield ACT 23-24	601	(12)
Northfield ACT 22-23	613	

Overall Creek ACT 23-24	958	23
Overall Creek PROJ 22-23	935	

Reeves-Rogers ACT 23-24	347	(3)
Reeves-Rogers ACT 22-23	350	

Salem ACT 23-24	930	(24)
Salem ACT 22-23	954	

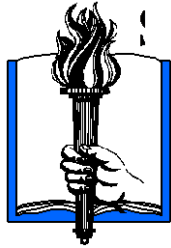
Scales ACT 23-24	949	(37)
Scales ACT 22-23	986	
Total K-6 Actual 23-24	8674	
Total K-6 Actual 22-23	8642	

23-24 Regular Education PTR	Pupils	Teachers	PTR
Kindergarten thru Third Grade	5485	301	18.22
Fourth Grade thru Sixth Grade	3189	157	20.31
District Totals	8674	458	18.94

22-23 Regular Education PTR	Pupils	Teachers	PTR
Kindergarten thru Third Grade	5469	296	18.48
Fourth Grade thru Sixth Grade	3173	159	19.96
District Totals	8642	455	18.99

Net Gain/Loss to Day 9 22-23	Pupils	Teachers	PTR
Kindergarten thru Third Grade	16	5	(0.25)
Fourth Grade thru Sixth Grade	16	-2	0.36
District Totals	32	3	(0.05)

**MURFREESBORO CITY SCHOOLS
ADMINISTRATIVE DIRECTIVES**



Descriptor Term: Operations of the Threat Assessment Team	Descriptor No: AD STU51	Effective Date: 8/23
Revised:		

1 The following members have been appointed to the threat assessment team for the school
2 district:

3
4 **Members of the District Threat Assessment Team** will include Murfreesboro Police
5 Department School Resource Officer Supervisor, Safety and Security Coordinator, Assistant
6 Superintendent of Student Support Services, Coordinator of Behavior Support, MCS Mental
7 Health Counselor, Director of Special Education, and Staff Attorney.

8
9 **DISTRICT THREAT ASSESSMENT TEAM TRAINING**

10 The Assistant Superintendent of Student Support Services and the Coordinator of Behavior
11 Support will be responsible for overseeing the training of the team. This training will be
12 coordinated Student Support Services Staff and facilitated by the local law enforcement agency
13 and mental health service providers (when available) on how to assess individuals exhibiting
14 threatening or disruptive behavior and how to develop interventions for these
15 individuals.

16
17 **DISTRICT THREAT ASSESSMENT TEAM MEETINGS**

18 The team will meet at least once a month to review student threat reports and plans, conduct
19 follow-ups with the principals and evaluate effectiveness. A report will be made to the school
20 board which documents team attendance, date of meeting, and actions taken by the team.

21
22 **OPERATIONS WITH SCHOOL-BASED TEAMS**

23
24 **Members of the school-Based Threat Assessment Team** will include an administrator and
25 counselor. A School Resource Officer will be included when a threat is not transient in nature.
26 Depending on the circumstances, additional staff may be included.

27
28 The school-based threat assessment team will conduct threat assessments based on the dangerous
29 or threatening behavior of individuals in the school, home, or community setting who present a
30 threat to the health or safety of that individual or to others.

31
32 The assessment will take place in the following order:

- 33 1. Evaluate the threat – this includes collective information and conducting
34 interviews;
35
36 2. Decide whether the threat is substantive – the threat will be considered and
37 categorized as a certain level of risk;
38
39 3. If not substantive, respond to the threat – this doesn't require a complete threat
40 assessment; and
41
42 4. If deemed as substantive, assess the seriousness of the threat – this is determined
43 by examining the severity of the threatened injury/action. A serious substantive threat
44 is a threat to hit, fight, or beat up. A very serious threat is a threat to kill, rape, or
45 cause very serious injury with a weapon.
46

47 Once a threat assessment is completed, the team will determine the appropriate method of
48 intervention, diversion, and de-escalation of threats.
49

50 The response to the threat shall be handled in an appropriate manner, which will include
51 notifying and protecting all potentially involved individuals, cautioning the individual who may
52 carry out the threat of the consequences; and determine the appropriate management and
53 discipline considerations to resolve the problem.
54

55 *Guidance and Best Practices*

56 During the school year, guidance will be provided to students, faculty, and staff on how to
57 recognize, address, and report threatening or dangerous behavior. This guidance will also include
58 best practices for the intervention and prevention of violence and will be in the form of staff
59 training and class meetings. A training overview will take place for all staff at the start of the
60 school year.
61

62 If someone within the school district becomes aware of this type of behavior, the following
63 procedures shall be followed:

- 64 1. All students will report threats of violence to school staff and may request to
65 remain anonymous.
66 2. All school personnel will report threats of violence to school administrators and
67 may request to remain anonymous.
68 3. A school administrator will begin the threat assessment report to evaluate the
69 initial seriousness of the threat.
70

71 Once a report is submitted to the team, the team will develop the appropriate course of action.
72 Courses of action include, but are not limited to, the following: referrals to community services
73 or healthcare providers, notification to the individual's parent(s)/guardian(s), notification of law
74 enforcement and emergency medical services, referral to support service, and student threat
75 response plan.
76

77 *Post-Incident Assessment*

78 After an assessment or report has been resolved and submitted to the Coordinator of Behavior
79 Support, the District Assessment Team will develop a post-incident assessment and evaluate the
80 effectiveness and response of the school district to the incident.
81

82 The findings of this evaluation and the post-incident assessment shall be reported to the Director
83 of Schools and will be taken into consideration when developing/modifying the district-wide
84 school safety plan. If the assessment and evaluation are applicable to a specific school, the

85 principal will be notified and will take these findings into consideration when
86 developing/modifying the building-level school safety plan.
87



2023-2024
DIRECTOR OF SCHOOLS
**PERFORMANCE
EVALUATION INSTRUMENT**

Dr. Trey Duke
Murfreesboro City Schools

Director of Schools Performance Evaluation Instrument Guidelines

Pursuant to Tennessee Code Annotated 49-2-203(a)(15) and Murfreesboro City School Board Policy 5.803, the Board of Education is required to annually evaluate the Director of Schools through a set of performance objectives based on the needs of the school district. Pursuant to Tenn. Code Ann. 49-2-203(a)(15), the performance evaluation instrument must address the areas of job performance, student achievement, relationships with staff and personnel, relationships with Board members, and relationships with the community.

This performance evaluation instrument provides Board members with a comprehensive performance evaluation system that complies with the statutory and policy requirements for the annual evaluation of the Director of Schools. This evaluation instrument must be supported by objective evidence and Board members must consider evidence prepared by the Director of Schools. This evaluation instrument will be updated annually in cooperation with the Board and the Director of Schools.

Evaluation Components and Rating Scales

The performance evaluation instrument shall be composed of the following sections:

Section I: Qualitative

1. **Administrator Survey:** The survey will consist of performance standards described by a list of performance indicators and will be administered to school principals and district personnel designated as "Senior Leadership" annually in May. The administrator survey will be administered anonymously.
2. **Board Observational Data:** This component will consist of performance standards described by a list of performance indicators with rating scales to be completed by Board members annually in May.

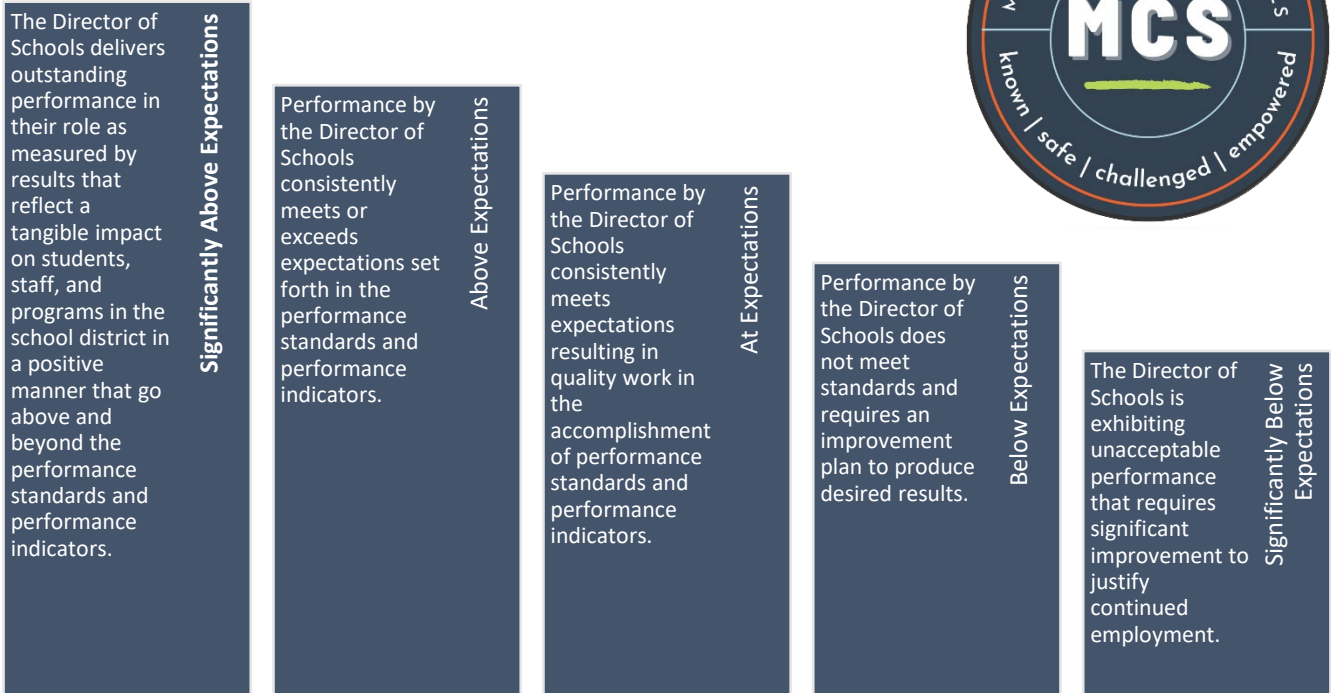
Section II: Quantitative

3. **Annual Objectives:** A rating tool to be completed Board members annually in May reviewing the Director's performance in achievement of Board goals and the district's strategic plan.

The evaluation rating scale to be used is as follows:

5	Significantly Above Expectations
4	Above Expectations
3	At Expectations
2	Below Expectations
1	Significantly Below Expectations

Explanation of Evaluation Rating Scale:



Weighted sectional averages shall be:

Section I: Qualitative

Administrator Survey	33%
Board Observational Data	33%

Section II: Quantitative

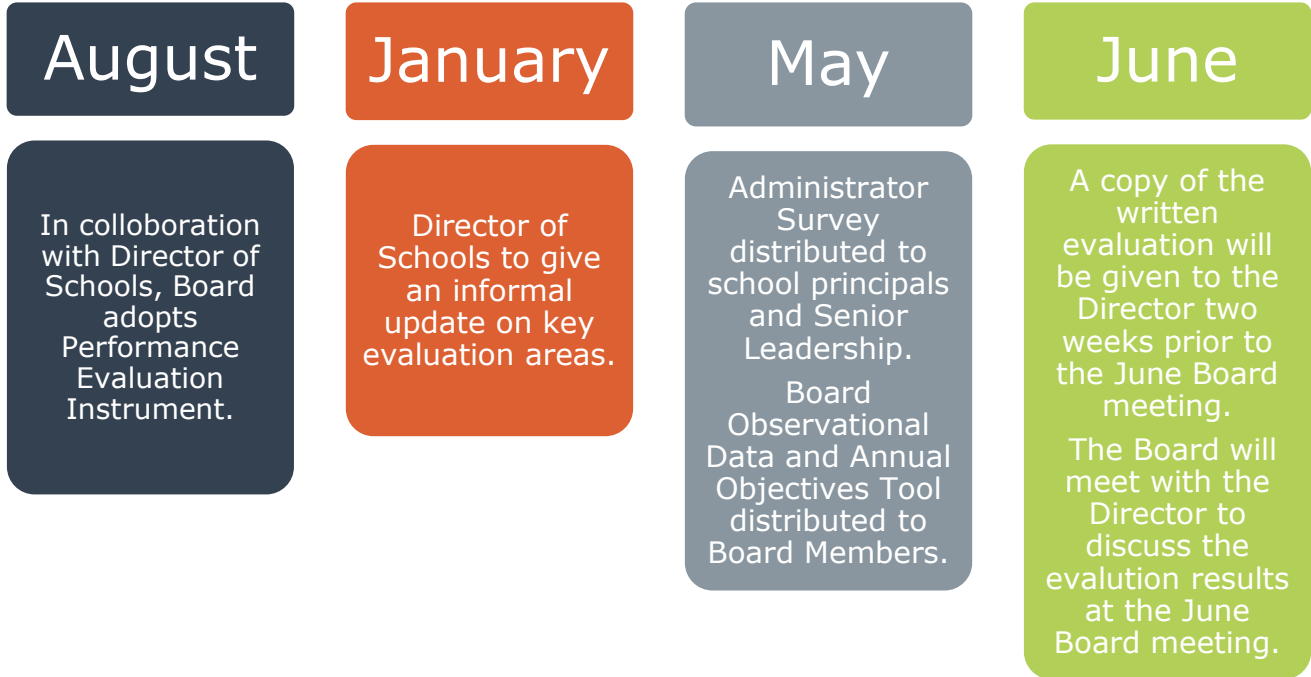
Achievement of Board Goals and Strategic Plan	33%
---	-----

A satisfactory score will be if the average overall score is 3.00 or above.

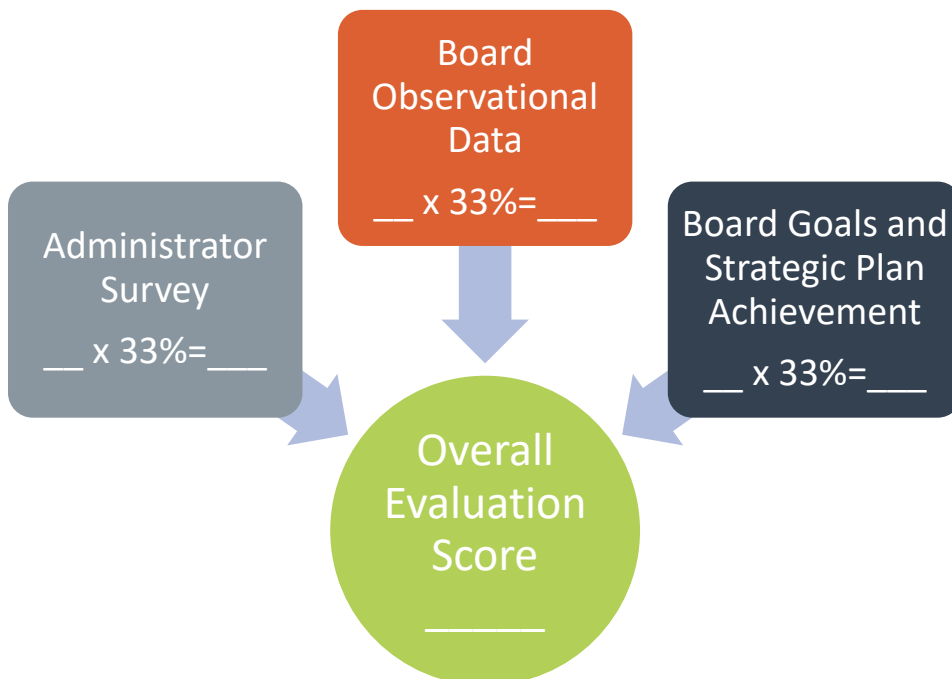
A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June Board meeting. The Director of Schools shall have the right to make a written or oral response to the evaluation. Any written response by the Director to the evaluation will be incorporated into the final evaluation document maintained by Murfreesboro City Schools.

Performance Evaluation Instrument Timeline

The following dates are provided for guidance in implementing the evaluation instrument, however key dates may be amended by mutual agreement of the Director of Schools and Board of Education.



Director of Schools Overall Evaluation Score





Director of Schools 2023-2024 Performance Evaluation Instrument Administrator Survey

Performance Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2023-2024 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
The Director develops clear expectations.					
The Director models good communication skills.					
The Director is knowledgeable about the curriculum.					
The Director ensures that funds are spent wisely.					
The Director holds me accountable for my job responsibilities.					
The Director supports professional learning activities for teachers and administrators.					
The Director maintains positive relationships with administrators.					
The Director enforces Board policy in a fair and consistent manner.					
The Director ensures the safety of students and school personnel.					
The Director ensures district compliance with federal, state and local statutes, regulations, policies, and procedures.					
The Director has an effective plan to recruit competent employees.					
The Director takes an active leadership role in the instructional improvement of the district.					
The Director evaluates my performance in a fair and consistent manner.					
The Director interacts effectively with district employees.					
The Director is accessible to administrators.					
The Director develops good staff morale and loyalty to the system.					
The Director works effectively with the School Board.					
The Director involves administrators as much as possible in decision-making.					
The Director listens to suggestions from the administrative staff.					
The Director demonstrates a caring attitude.					

Administrator Comments:



Director of Schools
2023-2024 Performance Evaluation Instrument
Board Observational Data

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2023-2024 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Vision - As the district's educational leader, the Director must articulate a strong vision for continuous improvement throughout the district. This standard evaluates the Director's focus on shaping the district's culture of teaching and learning and setting high expectations for students and staff.					
Director works collaboratively with Board members, staff, and community to develop long-term strategic plans.					
Director uses student academic achievement data and student/family demographic data to determine priorities and aligns vision and strategic plan to those identified needs.					
Director provides leadership in the development of a shared vision for educational improvement and of a strategic plan to attain that vision.					
Director clearly articulates the district's vision, strategic plan, and priorities to the community, stakeholders, and media.					
Director seeks and obtains resources necessary to support the implementation of the district's vision and strategic plan.					
Director recognizes and celebrates the contributions of school community members to the realization of the vision.					
Director provides consistent, clear communication with Board members and district stakeholders on progress towards long-term goals.					
Director monitors, evaluates, and revises strategic plan and goals to meet the needs of the district.					
Director develops, implements, promotes, and monitors a continuous improvement process through use of vision and goal setting.					
Establishes partnerships with area businesses, institutions of higher education, and community groups to make progress toward vision and strategic plan.					
Total Mean Score for Vision:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2023-2024 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Instructional Leadership and Student Achievement – The Director is responsible for prioritizing student achievement. This standard evaluates the Director’s ability to ensure that curricular design, instructional strategies, and learning environments integrate appropriate education methods to maximize student learning and achievement.					
Director applies and communicates statistical academic data to identify strengths and weaknesses in programs and practices to ensure continuous academic growth.					
Director implements effective methods of monitoring, evaluating, and reporting student achievement.					
Director involves staff and stakeholders in the enhancement and renewal of curriculum to ensure alignment of curriculum, instruction, and assessment.					
Director reviews analyses of student academic achievement through standardized test results and other academic sources by school and by subgroup.					
Director works collaboratively with staff in using student achievement data to determine and offer relevant professional development opportunities.					
Director meets with principals and district leadership regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.					
Director reviews, reports, and responds appropriately to State accountability measures.					
Director recognizes and celebrates student accomplishments.					
Director leads district and school-level leaders in the development of specific district/school objectives and key results action plans in response to student achievement data. Director regularly monitors the implementation of action plan with leaders.					
Director identifies, clarifies, and addresses barriers to student learning.					
Director establishes comprehensive systems of academic and social supports to meet the needs of all students.					
Director provides resources and materials to accomplish instructional goals for all students.					
Total Mean Score for Student Achievement:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2023-2024 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Organizational Management - The Director is responsible for the management of the district’s resources while providing a safe and supportive learning environment for students and staff. This standard evaluates the Director’s ability to manage the district’s resources in an efficient, effective, and transparent manner that demonstrates prudent fiscal stewardship and an ability to adapt to emerging challenges.					
Director collaboratively plans and prepares a fiscally responsible budget to support the district’s vision and strategic plan.					
Director makes sound fiscal decisions, aligning with the district’s strategic plan, and establishes clear and transparent systems of fiscal control and accountability.					
Director has an effective plan to recruit and assign the best available personnel in terms of personal and professional competence.					
Director aligns and allocates the district’s financial, human and material resources to the goals of the district.					
Director implements appropriate management techniques and group processes to define roles, delegate activities and responsibilities and determine accountability for goal attainment.					
Director develops, implements, and promotes procedures and practices to effectively address emergencies such as weather, threats to school, student violence, and trauma.					
Director identifies and addresses problems and challenges in a timely and effective manner, involving relevant stakeholders in analyzing problems and developing solutions.					
Director demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.					
Director utilizes external human and material resources that support or enhances the achievement of goals or objectives.					
Director provides accurate and timely reports to the Board on the financial condition of the school system.					
Director implements and enforces the district Code of Conduct effectively and consistently.					
Director acquires, allocates, and manages district resources in compliance with all applicable federal, state, and local regulations.					
Total Mean Score for Organizational Management:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2023-2024 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Communication and Community Relations - This standard evaluates the Director’s ability to communicate effectively with the broader community, including staff, students, and parents/guardians, and to actively engage the community in productive partnerships. It also focuses on the Director’s advocacy on behalf of the district with other government and community officials.					
Director demonstrates effective communication skills (written, verbal and non-verbal contexts, formal and informal settings, large and small group and one-on-one environments).					
Director maintains visibility and accessibility to district staff.					
Director collaborates with staff, families and community leaders and responds to identified needs of schools, students, and staff.					
Director develops strong staff morale and loyalty to the school district.					
Director serves as an articulate spokesperson and advocate for the district and represents the district favorably, as appropriate, at the local and state level.					
Director establishes and maintains partnerships with community agencies to provide additional resources to support the district.					
Director ensures that communication occurs among the community concerning trends, issues, and potential changes to school operations.					
Director engages in ongoing dialogue with representatives of diverse community groups.					
Director develops and utilizes lines of communication with decision-makers outside of the district (e.g., community leaders).					
Director promotes and expects a district-wide climate of tolerance, acceptance, and civility.					
Director establishes a culture that encourages responsible risk-taking while requiring accountability for results.					
Director maintains a system for actively engaging the media to promote the district and provide timely, effective information.					
Director encourages parental involvement, seeks parental feedback and uses parental feedback in program planning.					
Director builds public support for the district through structured events and engagements.					
Total Mean Score for Communication and Community Relations:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2023-2024 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Professionalism - The Director of Schools serves as a role model for staff and students. This standard evaluates the Director's ability to model professional and ethical standards and work in a collegial and collaborative manner with district stakeholders.					
Director examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.					
Director demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
Director accepts responsibility for school operations.					
Director maintains a professional demeanor and appearance appropriate to responsibilities.					
Director protects the confidentiality of students and staff.					
Director demonstrates flexibility and a collaborative attitude in supporting the Board and staff members.					
Director participates in professional growth activities, including conferences, workshops, course work and/or membership in professional organizations at the local, state and/or national level.					
Director models and promotes multicultural awareness and the appreciation of diversity in the community.					
Director is knowledgeable about applicable laws regarding individual and group rights and responsibilities and scrupulously avoids actions that might violate those rights.					
Director models professionally appropriate communication skills, interpersonal relations, and conflict resolution skills.					
Director sets goals for self-improvement of skills and professional performance.					
Director provides staff opportunities for leadership development and implements strategies to retain high-quality personnel.					
Director provides staff with shared leadership and decision-making opportunities that promotes a climate of collaboration.					
Director treats all personnel fairly without favoritism or discrimination while demanding high performance standards.					
Director recognizes and celebrates staff for professional achievements.					
Total Mean Score for Professionalism:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2023-2024 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Governance and Board Relationships – The Director of Schools has a critical role in promoting effective, shared governance. This standard evaluates the Director’s ability to foster strong partnership with the School Board, and the Director’s ability to act in accordance with Board policies, procedures, applicable law and system of public school governance.					
Director has a positive working relationship with the Board.					
Director keeps all Board members informed, as appropriate, on issues, needs, and operation of the district, including employment, promotion, and dismissal of personnel.					
Director offers professional advice to the Board on items requiring Board action, with appropriate recommendations based on thorough study and analysis.					
Director provides Board meeting materials that are accurate and comprehensive with all adequate background information included.					
Director maintains and improves relations with the Board through Board workshops, retreats, and training sessions.					
Director treats all Board members fairly without favoritism or discrimination.					
Director refrains from criticism of members of the Board.					
Director immediately addresses honest, objective differences of opinions between the Director and any or all members of the Board, in an earnest effort to resolve such difference immediately.					
Director seeks and accepts constructive criticism from the Board.					
Director bases position on matters requiring Board action upon principle and is willing to maintain that position without regard for popularity until a final Board action has been taken, after which time the Director will support the decision of the Board.					
Director is actively involved in the development, recommendation, and administration of Board policies.					
Director supports and enforces Board policies and informs stakeholders of changes to Board policies.					
Director develops and maintains administrative directives that support the application of Board policy.					
Director maintains understanding and respect between Board and district personnel.					
Total Mean Score for Governance and Board Relationships:					

Director of Schools 2023-2024 Performance Evaluation Instrument Achievement of Board Goals and Strategic Plan

<p>Performance Objective 1: Develop a school district strategic plan.</p> <p>The following performance indicators assess the successful implementation of performance objective 1:</p>	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
<p>Annual CIP has been revised annually to address the most pressing needs of the district.</p>					
<p>The Five-Year Strategic Plan is updated annually to address current needs and Director has established tracking system to monitor implementation.</p>					
<p>Performance Objective 2: Implement the Five-Year Strategic Plan</p> <p>The following performance indicators assess the successful implementation of performance objective 2:</p>	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
<p>Increase school coverage for mental health providers from 60% to 100% daily coverage in all schools.</p>					
<p>Decrease the percentage of out-of-school suspensions using the State’s AMO reduction target formula.</p>					
<p>Maintain a minimum of 10% in unassigned fund balance while proactively creating a long-term plan for fund balance reserves above 10%.</p>					
<p>Ensure TDOE district security assessment accurately reports needs of all schools and utilize local and grant funding to increase the physical security of all schools.</p>					
<p>Create a salary comparison with neighboring districts and revise classified and certified salary scales to ensure Murfreesboro City Schools remains highly competitive in pay.</p>					
<p>Performance Objective 3: Develop a budget for the Board as outlined in compliance with Board policy, Board annual agenda, and TDOE guidelines.</p> <p>The following performance indicators assess the successful implementation of performance objective 3:</p>	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
<p>A budget document was presented to the Board for approval in compliance with Board policy, Board annual agenda, and TDOE guidelines.</p>					
<p>District budget aligns to the needs of the district and includes feedback from stakeholders.</p>					

Performance Objective 4: Ensure that there is a continuous improvement plan for student achievement and growth. The following performance indicators assess the successful implementation of performance objective 4:	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
District's final determination status based on TN accountability protocol: <ul style="list-style-type: none"> - Exemplary – 5 - Advancing – 4 - Satisfactory – 3 - Marginal – 2 - In Need of Improvement – 1 <i>Data Source: District Heat Maps</i>					
Success Rate Score (proficiency in ELA, Math, and Science, if included) for "All Students" status based on TDOE Accountability Rules using AMOs/Absolute Performance: <ul style="list-style-type: none"> - 4 points earned on success rate= evaluation score of 5 - 3 points earned on success rate= evaluation score of 4 - 2 points earned on success rate= evaluation score of 3 - 1 point earned on success rate= evaluation score of 2 - 0 points earned on success rate= evaluation score of 1 <i>Data Source: District Heat Maps</i>					
Average Score for student subgroups (BHN, ED, EL, SWD) status based on TDOE Accountability Rules. Includes success rate, chronically out of school, English language proficiency: <ul style="list-style-type: none"> - 3.1-4.0 points earned on success rate=evaluation score of 5 - 2.1-3.0 points earned on success rate=evaluation score of 4 - 1.1-2.0 points earned on success rate=evaluation score of 3 - 0.5-1.0 points earned on success rate=evaluation score of 2 - 0-0.5 points earned on success rate=evaluation score of 1 <i>Data Source: District Heat Maps</i>					
TVAAS System-Wide Literacy: <ul style="list-style-type: none"> - 5=5 - 4=4 - 3=3 - 2=2 - 1=1 					
TVAAS System-Wide Numeracy: <ul style="list-style-type: none"> - 5=5 - 4=4 - 3=3 - 2=2 - 1=1 					