

Board of Education Regular Meeting

September 24, 2024 6:00 PM

City Hall Council Chambers

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

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

Information Item	
B. Enrollment (PTR) Report Information Item	Mr. Ken Rocha
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

September 10, 2024 5:00 PM

MCS Administrative Offices

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

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

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

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

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

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

Director of Schools

Agenda Item Title: Approval of Student Field Trip Fees

Board Meeting Date: September 24, 2024

Department: Finance

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Board Policy 6.709 states that prior to the start of each school year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all known student fees for the upcoming school year. Additional fees may be approved during the year as needed.

The Director of Schools is recommending the Board approve field trip fees of \$200 per student for 5th and 6th grade students from Discovery School to travel to Land Between the Lakes from October 23rd - 25th.

5th and 6th grade students at Discovery took this same field trip in the 23-24 school year. The student fee for this field trip is slightly higher this year (from \$195 to \$200).

Staff Recommendation

Recommending approval of student field trip fees of \$200 per 5th and 6th grade student at Discovery School to travel to Land Between the Lakes.

Fiscal Impact

Field trips are paid for at the school level through student collection.

Connection to MCS's Five-Year Strategic Plan

- 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: Approval of Surplus Items

Board Meeting Date: September 24, 2024

Department: Finance and School Operations

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

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

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

Staff Recommendation

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

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Warden desk (1 large)					\$ 50
chairs					\$ 30
computer					\$ 10
Small book case					\$ 40
Wooden desk					\$ 5
frat table					\$ 20
bookcase					\$ 10
tables					\$ 10
metal desk					\$ 10
carts (4)					\$ 30
whiteboard cart					\$ 5
white board					\$ 5
					\$ 210

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

School Mitchell-Neilson Date 09/05/24
 Principal _____
D. B. [Signature] Date 9/12/24
 Supervisor _____
Bobby Duke III Date 9/12/24
 Director of Schools _____
 Date _____
 Board Chairman _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

* In gym at The Primary *

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
ClearTouch Panel	N/A	ClearTouch	6065K	40200615901086	\$0
Projector	N/A	Epson	PowerLite 970	44CK4400184	\$10
Projector	N/A	Hitachi	LP-K25146N	F2A404991	\$10
Printer	953997	HP	HP LaserJet 2420	CNDJC30479	\$5
iPad	104	Apple	A1395	F5R LD6K BDFH	\$0
DAL Camera	N/A	Epson	M0-1	1602762	\$0
DAL Camera	N/A	TPEVO	CDVU-03IP	AR11296L4370	\$0
Speakers	83		CA-360B		\$0
Monitor	N/A	TOSHIBA	19E4200U1	C22243C1549161	\$10
Printer	N/A	Brother	HL-30C	463093B2J88699	\$0

- Hardware Bid
 - OS won't update
 - damaged screen
 - Bad picture
 - Blurry picture
 - Damaged

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

Principal: Andrew G. Scales School Scales Date 7/26/24
 Supervisor: April Zausa Date 9/17/24
 Director of Schools: Bobby Duke III Date 9/11/24
 Board Chairman: _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

Date - ~~June 17, 2024~~
 July 24, 2024

Lutasha McFarland
 Cassin Lane
 Media Center

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on section 49-6-2007 of the Tennessee Code Annotated: "

(d)1 Surplus property in local school systems which has no value or has a value less than two hundred fifty dollars (\$250), may be disposed of without the necessity of bids as required by this section.

(2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than two hundred fifty dollars (\$250).

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

EQUIPMENT	PCDE BAR CODE	MFG. BY	MODEL #	SERIAL #	VALUE
Infrared Media Connector	1883	Lightspeed		TX-IRMC-091021-0346	\$30
External Hard Drive		Western Digital	WD1600XMS00	WXE207U99311	\$25
Projector		Infocus	IN114	B3CB21602786	\$60
Microfiche Projector		Gavi Beacon	FG-150		\$20
Projector		NEC	VT37	54009810W	\$25
Lectern on Casters	N/A	CANON	N/A		\$50
Document Camera	2583	Samsung	SDR860	C1M167HB403443 P	\$130
DVD/VCR Combo		Magnum	DV225MG9A	U25029433	\$64
"		"	"	U26028961	\$64
Record Player	N/A	Calitone	NA	N/A	\$40

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

Sonya Coz Principal SCHOOL CLA date 7-29-24

April Gamba Supervisor date 9/19/24

Bobby Duke III Director of Schools date 9/19/24

Board Chairman date

FOR INVENTORY CONTROL USE: COPY TO CENTRAL RECEIVING _____ COPY TO PRINCIPAL OR SUPERVISOR _____
 COPY TO INVENTORY CONTROL _____ COPY TO VENDOR _____

NOTES ON DISPOSAL METHOD: _____
 SIGNATURE _____ DATE _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

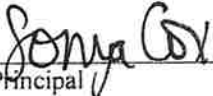
Based on Tenn. Code Ann. § 49-6-2007(d)

- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property, the superintendent of the local school system, and the chairman of the local board of education, all must agree in written form that the property is of no value or is of a value less than five hundred dollars (\$500).

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Computer	4995	Dell	P22T	5C5JK82	\$0
	NA			7X4RB62	
	NA			1C5KK82	
	4995 4972			87WJK82	
	NA			5H4RB62	
	4987			884KK82	
	4993			B7WJK82	
	4991			984KK82	
	4958			57WJK82	
	4960			F8WJK82	
	NA			D14RB62	
	4974			27WJK82	
	4957			83WJK82	
	NA			NA	
Doc Cam	4486		MO-1	1527874	

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

 School CLA Date 8/26/24
 Principal

Supervisor _____ Date _____

 Date 9/17/24
 Assistant Superintendent of School Operations or Director of Technology

 Date 9/11/24
 Director of Schools

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
computer	NA	Dell	optiplex 3070	B9N0T13	\$10
computer	NA	↓	optiplex 3040	CD5VDH2	↓
computer	NA		optiplex 3050	74PROS2	
computer	NA		optiplex 3060	9WVKFV2	
computer	NA		optiplex 3040	CD5TDH2	
computer	5651		optiplex 5250	DN357M2	
	5850		optiplex 5250	DN357M2	
	NA		P22T	66V4RB62	
	NA			FJ3RB62	
	4963			993RB62	
	4968			BC4KK82	
	NA		6BWJK82		
	NA		F59RB62		
	4984		FD4RB62		
			F6WJK82		

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

Principal Sonya Cox School CLA Date 8/26/24

Supervisor _____ Date _____

Assistant Superintendent of School Operations or Director of Technology _____ Date _____

Director of Schools _____ Date _____

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Doc Cam	NA	Samsung	SDP-860	C1MI67HC401796T	0
	NA			C1MI67HB403360T	
	2576			C1MI67HB403365A	
	NA			C1MI67HC401750W	
	NA			C1MI67HB404010K	
	2583			C1MI67HB403443P	
	2584			C1MI67HZA02818R	
	NA			C1MI67HC401791Y	
	NA			C1MI67HC401814E	
	2575			C1MI67HB403439M	
	NA			C1MI67HZA02877R	
	NA			C1MI67HC401715A	
	NA			C1MI67HC401888R	
	NA			C1MI67HZA01693X	
	NA			C1MI67HZA02879J	

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

_____ School CLA Date 8/26/24
 Principal Sonya Cox
 _____ Date _____
 Supervisor
 _____ Date _____
 Assistant Superintendent of School Operations or Director of Technology
 _____ Date _____
 Director of Schools
 _____ Date _____
 Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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CIMI67H2B02571

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Doc Cam	2581	Samsung	SDP-860	0880	\$ 0
	NA	Samsung	SDP-860	CIMI67HC401802 F	
	NA	Samsung	SDP-860	CIMI67HA03173 D	
	NA	AVER	POC7A	5475112080P	
	NA	Samsung	SDP-860	CIMT67HB407539 R	
	NA			CIMT67HC401818 S	
	NA			CIMI67HC401725 F	
	2579			CIMI67HZB02689 V	
	NA			CIMI67HB403550 W	
	2580			CIMI67H2B02669 V	
	NA			CIMI67HC402642 L	
	2572			CIMI67H2B02682 F	
	2570			CIMI67H2A02822 Z	
	NA			CIMF67HB403899 V	
	2578			CIMI67HB403361 V	B

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

Sonya Cox School CLA Date 8/20/24
 Principal _____

Supervisor _____ Date _____

Assistant Superintendent of School Operations or Director of Technology _____ Date _____

Director of Schools _____ Date _____

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

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EQUIPMENT	TAG#	MFG. BY	MODEL #	SERIAL #	VALUE
Printer	NA	Lexmark	T642	792PFB	\$0
Computer	NA	Dell	Optiplex 3070	B9MYS13	\$0
	NA		Optiplex 3050	74PVMR2	
	NA		Optiplex 3050	74PTMR2	
	NA		Optiplex 3050	74PVMR2	
	NA		Optiplex 3070	B9MWS13	
	NA		Optiplex 3060	BVVKFV2	
	NA		Optiplex 3050	74NVMR2	
	5457		Optiplex 3040	FCDLND2	
	NA		Optiplex 3070	B9MXS13	
	NA		Optiplex 3040	FCDRND2	
	6097		Optiplex 3060	92MSDW2	
	5456		Optiplex 3040	FCDSND2	
	NA		Optiplex 3050	74MWMR2	

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

Principal Sonya Cox School CLA Date 8/26/24

Supervisor _____ Date _____

Assistant Superintendent of School Operations or Director of Technology _____ Date _____

Director of Schools _____ Date _____

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

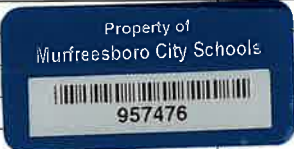
pg 5

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
					250.00
Lexmark T644 Printer works but old					

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

_____ School _____ Date _____

Principal *Dena Thomas* Date *9/26/24*

Supervisor *Anthony Zawisa* Date *9/17/24*

Assistant Superintendent of School Operations or Director of Technology

Bobby Duke III Date *9/17/24*

Director of Schools

_____ Date _____

Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Projector	3563	Hitachi	CP-X2011N	FIDU10949	\$ 0
Projector	3560	Hitachi	CP-X2011N	FIDU10952	}
Projector	3562	Hitachi	CP-X2011N	FIDU16955	
Projector	3547	Hitachi	CP-X2011N	FIDU10951	
Projector	3556	Hitachi	CP-X2011N	FIDU10973	
All-in-One computer	NA	Dell	Optiplex 5260	8BXCHQ2	
All-in-one computer	960114	Dell	Optiplex 7440	3K49Q D2	
All-in-one computer	960746	Dell	Optiplex 5250	G6SYQP2	
Computer tower	4580	Dell	Optiplex 9020	GW3SD42	
Doc cam	2706	Elmo	EO-10	JH002007	

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

Milica Miffleton School Northfield Date 8/22/24
Principal

Supervisor _____ Date _____

April Zawisa Date 9/17/24
Assistant Superintendent of School Operations or Director of Technology

Bobby W. Dalko III Date 9/17/24
Director of Schools

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

HG

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Kidney Table					
- repaired 2 different times - not safe					
SONY LCD TV	958946	Technology	swijs	6074244	
SONY LCD TV	958945	they're	not any good	6092847	

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

Queneo Bell School Hobgood Date 9.10.2024
Principal

Supervisor _____ Date _____

D. B. Smith Apr. Zainoo Date 9/17/2024
Assistant Superintendent of School Operations or Director of Technology

Tracy Duke Date 9/18/24
Director of Schools

Board Chairman _____ Date _____

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

Notes on Disposal Method:


Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
					
Old Dell Laptop from Kim Fisher				works but keys get stuck	< 50.00

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

_____ School _____ Date _____

Principal _____ Date _____

Dena Thomas *FA* Date *9/3/24*

Supervisor _____ Date _____

April Zawn Date *9/17/24*

Assistant Superintendent of School Operations or Director of Technology _____

Taylor Date *9/18/24*

Director of Schools _____ Date _____

_____ Date _____

Board Chairman _____

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

Notes on Disposal Method:

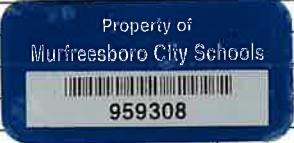
Signature: _____ Date: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
					
Old IPAD Broken			(Trajs Didone)		< 5.00
Lisa Trail's office					

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

_____ School _____ Date _____

Principal ~~X~~ Dena Thomas FA Date 9/12/24

Supervisor [Signature] Date 9/17/24
 Assistant Superintendent of School Operations or Director of Technology

[Signature] Date 9/18/24
 Director of Schools

_____ Date _____
 Board Chairman

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

Notes on Disposal Method:

Signature: [Signature] Date: _____

Agenda Item Title: 2024-2025 Board Committee Assignments

Board Meeting Date: September 24, 2024

Department: Director's Office

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

According to Board Policy 1.300 Board Committees, the Chair of the Board shall be responsible for appointment of Board members to various committees established by the Murfreesboro City School District with input from the Director of Schools.

After reviewing last year's board committee assignments, changes were made based on board elections and the City Cable Board has dissolved by the city.

Staff Recommendation

Recommend approval of the 2024-2025 Board Committee Assignments

Fiscal Impact

There is no fiscal impact.

Connection to MCS's Five-Year Strategic Plan

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

Board Committee Assignments 2024-2025

New School Naming Committee
Butch Campbell *Chair
Amanda Moore
David Settles

Pre School Advisory
Jeanette Price

Workforce Development
David Settles

Coordinated School Health
Karen Dodd

ESP Advisory
Jeanette Price

Family Resource Center Advisory
Amanda Moore

Sick Leave Bank
Karen Dodd
Amanda Moore

Zone Waiver Appeals
Jimmy Richardson

City School Foundation
Barbara Long

Community Advisory
Jimmy Richardson

TLN Representative
Barbara Long

Charter School Applications
Amanda Moore

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

Board Meeting Date: September 24, 2024

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools is seeking to resurface and install sport tiles on the current courts at Reeves-Rogers Elementary and Mitchell-Neilson Elementary. This agreement with Browning Chapman, LLC d/b/a Sport Court of Tennessee is pursuant to Sourcewell agreement 031022-GER-3 and will be funded by the Project Diabetes Grant previously accepted by the school district as well as interest earned on County Shared Bonds. This is the third and final year of the three-year Project Diabetes Grant award.

Staff Recommendation

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

Fiscal Impact

Total cost of the two proposals is \$236,154.48.

\$126,000 will be funded by the Project Diabetes Grant.

\$110,154.48 will be funded by interest earned on County Shared Bonds.

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

Sport Court Game Court Proposal for Mitchell-Neilson Elementary

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

<u>PLAYING SURFACE</u>	<u>w/ Sourcewell</u>	<u>MSRP</u>
Sport Court PowerGame+ Playing Surface (CSCI 299)	\$74,841.00	\$104,431.98
○ Includes Painted Basketball & Kickball Game Lines		
<u>PREP WORK & COMPONENTS</u>		
Crack Fill Approximately 970 lin. ft. (CSCI 140)	\$4,500.00	\$4,500.00
Screen / Recoat (CSCI 040)	\$4,500.00	\$4,500.00
(4) Solid 4872 Glass Fixed Height Basketball System (CSCI 340)	\$16,000.00	\$18,905.04
<u>FENCE (CSCI 140)</u>	\$18,515.00	\$18,515.00
Removal of Existing 10' Chain-Link Fence		
○ Approximately 430 lin. ft. = 4,300 sq. ft. Removed		
○ Hauling Fees & Dump Fees Included		
Installation of New 10' Black Vinyl Chain-Link Fence		
○ Approximately 430 lin. ft. = 4,300 sq. ft. Installed		
○ Installed in the Same Fashion as the Existing Fence		
○ Top Rails all around, Mid Rails at the four corner, and Bottom Tensions Wire all around		
○ (1) 3' Wide Gate		
<u>TOTAL</u>	<u>\$120,723.12</u>	<u>\$150,852.02</u>

* The figures in this Proposal include all Freight, Local Delivery, and Installation Costs.

CONTACT INFORMATION REGARDING SOURCEWELL:

Joel McCausland, Sport Court Corporate

Phone: (801) 706-6071

Email: jmccausland@sportcourt.com

Sport Court Game Court Proposal for Reeves-Rogers Elementary

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

<u>PLAYING SURFACE</u>	<u>w/ Sourcewell</u>	<u>MSRP</u>
Sport Court PowerGame+ Playing Surface (CSCI 299)	\$70,070.00	\$97,774.60
<ul style="list-style-type: none"> ○ Includes Painted Basketball & Pickleball Game Lines 		
<u>PREP WORK & COMPONENTS</u>		
Crack Fill Approximately 1,000 lin. ft. (CSCI 140)	\$4,500.00	\$4,500.00
Screen / Recoat (CSCI 040)	\$4,500.00	\$4,500.00
(4) Solid 4872 Glass Fixed Height Basketball System (CSCI 340)	\$16,000.00	\$18,905.04
<u>FENCE (CSCI 140)</u>	\$18,098.00	\$18,098.00
Removal of Existing 10' Chain-Link Fence		
<ul style="list-style-type: none"> ○ Approximately 416 lin. ft. = 4,160 sq. ft. Removed ○ Hauling Fees & Dump Fees Included 		
Installation of New 10' Black Vinyl Chain-Link Fence		
<ul style="list-style-type: none"> ○ Approximately 416 lin. ft. = 4,160 sq. ft. Installed ○ Installed in the Same Fashion as the Existing Fence ○ Top Rails all around, Mid Rails at the four corner, and Bottom Tensions Wire all around ○ (1) 3' Wide Gate 		
<u>TOTAL</u>	<u>\$115,431.36</u>	<u>\$143,777.64</u>

* The figures in this Proposal include all Freight, Local Delivery, and Installation Costs.

CONTACT INFORMATION REGARDING SOURCEWELL:

Joel McCausland, Sport Court Corporate

Phone: (801) 706-6071

Email: jmccausland@sportcourt.com

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

This Agreement is entered into and effective as of ~~_____~~ October 3, 2024 (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Browning Chapman, LLC d/b/a Sport Court of Tennessee**, a limited liability company of the State of Indiana ("Contractor").

This Agreement consists of the following documents:

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

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items ("Goods") and to perform the installation services ("Services") as described in the Contractor's Proposal.
- b. Supervision and Superintendence of Work.
 - 1. Contractor will supervise and direct the work efficiently and with Contractor's best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 - 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 - 1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 - 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
 - 3. The Goods identified in the Scope of Work will be new, except as otherwise provided it the

Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.

2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
 3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
 4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
 3. Pursuant to Tennessee Code Annotated Section 49-5-413, Contractor must agree to a background check, which requires a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for each employee prior to permitting an employee to enter school grounds when students are present.
 4. Pursuant to Murfreesboro City Schools Board Policy 1.803 and State law, the use of tobacco and tobacco products, including smokeless tobacco, is prohibited on all of Murfreesboro City Schools' property. Contractor and all employees of Contractor must abide by this policy.
- ~~2.~~
- h. Safety and Protection.
1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and

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- c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- 2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
- 2. **Term**. The term of this Agreement shall be One Hundred Twenty (120) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
 - a. Upon thirty (30)-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating

with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's ~~bid submitted in response to~~ Proposal, which reflects a **total price of** \$120,723.12. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accountspayable@murfreesborotn.gov.
4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
5. **Payment and Performance Bonds.** Contractor must furnish a Performance Bond and a Payment Bond each in the amounts of 100% of the Contract Sum covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued on a form acceptable to the City by a surety licensed in the State of Tennessee. The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor. The City will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the City and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees

and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

7. Notices.

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

If to the City of Murfreesboro: If to Contractor:

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

[Garrett Allen](#)
[Sport Court of Tennessee](#)
[2101 Bastian Court](#)
[Westfield, IN 46074](#)

- 8. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 11. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied

benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
21. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

- 22. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO, TENNESSEE ~~{CONTRACTOR}~~ Browning Chapman, LLC

By: _____
~~Craig Tindall, City Manager~~ Shane McFarland,
City Mayor

By: _____
[NAME, Position]

Approved as to form:

Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

- 2. Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. **Suppliers and Materialmen Coverages**

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. **Condition Precedent to Starting Work**

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

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

This Agreement is entered into and effective as of ~~_____~~ October 3, 2024 (the “Effective Date”) by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the “City”), and **Browning Chapman, LLC d/b/a Sport Court of Tennessee**, a limited liability company of the State of Indiana (“Contractor”).

This Agreement consists of the following documents:

- This document;
- Sourcewell Contract No. 031022-GER (the “Solicitation”);
- Contractor’s Proposal, for ~~Mitchell Neilson Reeves-Rogers~~ Elementary, dated September 12, 2024 (“Contractor’s Proposal”); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the City to provide the equipment, machinery, material, and other items (“Goods”) and to perform the installation services (“Services”) as described in the Contractor’s Proposal.
- b. Supervision and Superintendence of Work.
 - 1. Contractor will supervise and direct the work efficiently and with Contractor’s best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 - 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor’s representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 - 1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 - 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
 - 3. The Goods identified in the Scope of Work will be new, except as otherwise provided it the

Contract documents. If required by the City, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.

4. The Goods identified in the Scope of Work shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract documents.

d. Warranty and Guarantee.

1. Contractor warrants that the Goods purchased by the City from Contractor pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to the Goods will pass to the City free of and clear of all liens, claims, security interests, or other encumbrances no later than the time of the City's payment for the Goods; and that the Goods do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any Goods manufactured by Contractor and sold to the City pursuant to this Agreement, Contractor warrants that such items will be free from any defects in workmanship, material, and design for sixty (60) months from the date of installation or the longest warranty period offered by Contractor to its customer for such items, whichever is longer. In addition, Contractor hereby assigns to the City the Contractor's right, title, benefit, and interest in and to any manufacturer warranty associated with any Goods purchased by the City from Contractor pursuant this Agreement, including the Contractor's right to receive the benefits of and to make claim under any such manufacturer warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the installation of the Goods against defects in workmanship for twelve (12) months from the date of installation or the longest warranty period offered by Contractor to its customer for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, delivery of, and payment for, the goods, whether any defects shall be latent or patent, and agrees to indemnify and hold the City harmless from any loss, damage, or other expense, including attorneys' fees, that the City may suffer as a result of the failure of the Goods or workmanship to be as warranted.
5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
6. The Contractor agrees to correct any defect in the Goods or workmanship that may develop during the period of such warranties at no cost to the City and to the satisfaction of the City. Upon receipt of notice from City of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to the Contractor and the delivery of repaired or replacement Goods to the City; and/or (ii) correct or re-perform the applicable installation work.

e. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the City's designated representative to employ the subcontractor.

2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The City may furnish to any subcontractor, to the extent practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.
 3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the City.
 4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- f. Permits. Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of Contractor's bid. Contractor will also pay all public utility charges.
- g. Use of Premises.
1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
 3. Pursuant to Tennessee Code Annotated Section 49-5-413, Contractor must agree to a background check, which requires a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, for each employee prior to permitting an employee to enter school grounds when students are present.
 4. Pursuant to Murfreesboro City Schools Board Policy 1.803 and State law, the use of tobacco and tobacco products, including smokeless tobacco, is prohibited on all of Murfreesboro City Schools' property. Contractor and all employees of Contractor must abide by this policy.
- ~~2.~~
- h. Safety and Protection.
1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and

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- c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the City of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

- 2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the City.
 - i. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the City, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - j. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the City. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - k. Access to the Work. Representatives of the City will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - l. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the City to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the City, nor any act of acceptance by the City nor any failure to do so, nor any correction of defective work by the City shall constitute acceptance of work not in accordance with the Contract documents.
- 2. **Term**. The term of this Agreement shall be One Hundred Twenty (120) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
 - a. Upon thirty (30)-day prior notice, for the convenience of the City.
 - b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating

with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.
3. **Price; Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's ~~bid submitted in response to~~ Proposal, which reflects a **total price of** \$120,723.12. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the City and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or City designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: accountspayable@murfreesborotn.gov.
4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the City and the City of Murfreesboro as an additional insured Contractor must notify the City within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
5. **Payment and Performance Bonds.** Contractor must furnish a Performance Bond and a Payment Bond each in the amounts of 100% of the Contract Sum covering the faithful performance and completion of the Agreement and the payment of all obligations arising there under. Bonds shall be issued on a form acceptable to the City by a surety licensed in the State of Tennessee. The Contractor must provide evidence of Bonds prior to the beginning of work. If the Performance and Payment Bonds are not furnished within 30 days of Notice of Award, the Contractor Bid Bond may be forfeited, and the Contract may be awarded to an alternate contractor. The City will require the Contractor to increase the Performance and Payment Bonds to accommodate Change Orders that individually or cumulatively exceed 10% of the original Contract Sum. The Contractor shall furnish to the City and keep in force during the term of the Contract, performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and materials furnished for the Work.
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees

and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

7. Notices.

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

If to the City of Murfreesboro: If to Contractor:

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

[Garrett Allen](#)
[Sport Court of Tennessee](#)
[2101 Bastian Court](#)
[Westfield, IN 46074](#)

- 8. Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
- 9. Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
- 10. Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
- 11. Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 12. Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- 13. Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied

benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Contractors. Accordingly, all proposers entering into contracts with the City may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
21. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

- 22. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the Effective Date first listed above.

CITY OF MURFREESBORO, TENNESSEE ~~{CONTRACTOR}~~ Browning Chapman, LLC

By: _____
~~Craig Tindall, City Manager~~ Shane McFarland,
City Mayor

By: _____
[NAME, Position]

Approved as to form:

Adam F. Tucker, City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

- 1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.
- 1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.
- 1.3 Each general liability policy must be endorsed or written to:
 - a. Include the per project aggregate endorsement;
 - b. Name as additional insureds the following: the City of Murfreesboro and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
 - c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
 - d. Includes a severability of interest clause; and
 - e. Waive all rights of recovery against the Additional Insureds.

- 2. Workers' Compensation Insurance.** Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

- 3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.
- 3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.
- 3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

- 4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").
- 4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.
- 4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.
- 4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

- 5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:
 - a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and
 - b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
 - c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. **Other Policy Provisions.** Each policy to be furnished by Contractor and each Subcontractor must:

- 6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;
- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. **Certificates and Endorsements**

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. **Reduction in Coverage.** Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. **Suppliers and Materialmen Coverages**

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. **Condition Precedent to Starting Work**

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. **Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. **Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. **Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

Agenda Item Title: FY25 General Purpose Fund 141 – Substitutes

Board Meeting Date: September 24, 2024

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment is to align with the TN Department of Education’s guidance on separating account codes for Substitute Teachers: Certified and Non-Certified. This amendment reallocates \$522,750 from Substitutes – Certified to Non-Certified within Regular Instruction and \$155,550 from Certified to Non-Certified within Special Education with no net change within the accounts. The amendment does not change fund balance.

Staff Recommendation

Approve the FY25 budget amendment to recognize the new account codes.

Fiscal Impact

The budget amendment will be within the FY25 approved budget with no net change to fund balance.

Connection to MCS’s Five-Year Strategic Plan

- 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 2024-2025 General Purpose Fund 141

September 24, 2024

Expenditure			
Accounts	Description	Increase	Decrease
141 E 71100 195	SUBSTITUTE TEACHERS - CERTIFIED	-	522,750
141 E 71100 198	SUBSTITUTE TEACHERS - NON-CERTIFIED	522,750	
Total Regular Instruction		\$ 522,750	\$ 522,750
141 E 71200 195	SUBSTITUTE TEACHERS - CERTIFIED	-	155,550
141 E 71200 198	SUBSTITUTE TEACHERS - NON-CERTIFIED	155,550	-
Total Special Education		\$ 155,550	\$ 155,550
Total Expenditures		\$ 678,300	\$ 678,300

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

There are no new revenues and it does not affect fund balance.


9/18/24

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	 Director of Schools	9/18/24 Date
Declined	<input type="checkbox"/>		

Agenda Item Title: FY25 General Purpose Fund 141- Donations

Board Meeting Date: September 24, 2024

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment recognizes various individual donations recently received including:

- donations made in memory of former ESE teacher, Ritch Campbell, for the indigent children care
- donations for the backpack program
- donations from United Way, State Farm and Domenico's Deli for the McKinney-Vento program.

This amendment allocates \$9,500 in Support-Other Student Support and \$3,000 in Community Services-Other Charges and will be expensed for food supplies for the backpack program, assisting children in need, and providing our McKinney-Vento students with mattresses, clothing, shoes and emergency housing/motel vouchers. This amendment does not change fund balance.

Staff Recommendation

Approve the FY25 budget amendment to recognize the new revenue.

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

- 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 Budget Amendment (#4)

BOE Approval

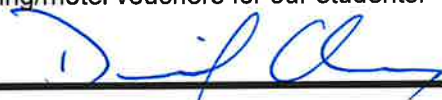
9/24/2024

General Purpose Schools Fund 141
Fiscal Year 2024-25

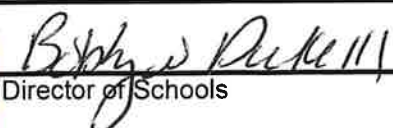
Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 44570	Donations and Gifts	134,422	146,922	12,500
Total Increase in Revenues		\$ 134,422	\$ 146,922	\$ 12,500
<u>Expenditures</u>				
141 E 72130 599	Other Charges	\$ -	\$ 9,500	\$ 9,500
141 E 73300 599	Other Charges	49,500	52,500	3,000
Total Increase in Expenditure		\$ 49,500	\$ 62,000	\$ 12,500

CHANGE IN FUND BALANCE (CASH) -

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


8/19/24

Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		8-19-24
		Director of Schools	Date
Declined	<input type="checkbox"/>		

Agenda Item Title: Approve changes to Board Policy 1.102, Board Evaluation, on first reading

Board Meeting Date: September 24, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Changes to Board Policy 1.102 are recommended to align with statutory changes to allow members of the Board to be elected on a partisan basis. The corresponding legal reference in the policy was also updated in this change.

Staff Recommendation

Approve changes to Board Policy 1.102, Board Evaluation, on first reading

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- 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: Board Members Legal Status	Descriptor Code: 1.102	Revised: 10/15/24/25/23 Prior Revised: 09/13/22
		Rescinds: 1.102	Issued: 09/24/19

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

2 **NUMBER OF MEMBERS¹**

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

4 **QUALIFICATIONS**

5 Members of the Board shall have been residents in the City for at least one year prior to election and
6 shall be at least 25 years of age at the time of such election.² Members ~~of the Board shall be elected on~~
7 ~~a non-partisan basis, and~~ shall be citizens of recognized integrity, intelligence, and ability to administer
8 the duties of the office.³ To qualify as a candidate, an individual must show proof of graduation from
9 high school or receipt of a G.E.D® or HiSET® or other high school equivalency credential approved
10 by the State Board of Education.⁴

11 **TERMS OF OFFICE**

12 Members of the Board shall serve four (4)-year terms.¹

13 **VACANCIES**

14 Vacancies shall be declared to exist on account of death, resignation, removal from the city or school
15 district, or through due process proceedings based on allegations of misconduct.⁵

16
17 When a vacancy occurs the unexpired term shall be filled at the next regular or special meeting of the
18 local legislative body.⁶ This appointment shall be an interim appointment, valid only until the next
19 primary or general election or referendum that is held after the vacancy occurs.

Legal References

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

Agenda Item Title: Board Policy 1.103, Board Evaluation, on second reading

Board Meeting Date: September 24, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Board Policy 1.103 is a new policy recommendation based on the TSBA model policy for board evaluations. Additional language was added between first and second reading to clarify that the Board's goals will mirror the five-year strategic plan.

Staff Recommendation

Approve Board Policy 1.103, Board Evaluation, on second reading

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- 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 July	Descriptor Term: Board Evaluation	Descriptor Code: 1.103	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 To ensure the continued effectiveness of school board leadership, the Board will conduct an annual
2 evaluation of its operational procedures.
- 3 This annual evaluation shall be developed based upon the following factors:
- 4 (a) Board members shall know and be involved in the development of standards by which they will
5 evaluate themselves.
- 6 (b) The evaluation shall consist of the opinions of individual board members, but the results shall
7 be discussed by the Board as a whole.
- 8 (c) The Board is not required to limit itself to the items included in any formal evaluation
9 instrument.
- 10 (d) Each judgment shall be supported by rational and objective evidence.
- 11
- 12 (e) At the conclusion of the evaluation, the Board shall develop goals for the ensuing year, **by**
13 **reviewing and revising the priorities and objectives outlined in the district's five-year strategic**
14 **plan.**

Cross References

Board Member Development Opportunities 1.204

Agenda Item Title: Capital Improvement Plan

Board Meeting Date: September 24, 2024

Department: School Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

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

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

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

The plan includes potential funding sources:

CSB: County Shared Bond funds designated for school capital needs

GP: The school district's general purpose budget

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

Other funds are identified as needed.

Staff Recommendation

Approval of the five-year plan as presented

Fiscal Impact

CSB: \$14,810,617

GP: \$8,599,000

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

Other funding: \$5,474,426

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

Vehicle Replacement - Used vans	Maintenance			Maintenance		2 vans, 100,000 2 serv trucks 130,000								270,000
				40,000	GP	230,000	CIP							
														85,569,637

Technology														
Student Computers/Chromebooks		300,000	ESSER 3.0	300,000	GP	600,000	GP	900,000	GP	1,000,000	GP	1,000,000	GP	4,100,000
Teacher & Staff Computers		21,000	ESSER 3.0			770,000	GP	770,000	GP	400,000	GP			1,961,000
Cameras for Schools	All Schools	50,000	GP	50,000	GP	50,000	GP	50,000	GP	50,000	GP			250,000
Network	20% of 1.5 million Erate Grant	100,000	GP	100,000	GP	100,000	GP	100,000	GP	75,000	GP			475,000

Transportation														
Full Size Buses	See notes below, change to SPED BUS					520,000	CIP	-		320,000	CIP			840,000
Special Education Buses		151,000	CSB	175,000	CSB	175,000	CIP	-						501,000
New Transportation Facility		-		-		-		4,952,406	CSB/GP	-				4,952,406
Total	Totals	7,113,883		13,080,754		63,987,000		9,387,406		4,080,000		1,000,000		98,649,043
	CSB Total	1,239,457		8,018,754		600,000		4,952,406		0		0		14,810,617
	CIP Total			\$ 4,000,000.00		\$ 61,475,000.00		\$ 2,260,000.00		\$ 2,030,000.00		\$ -		69,765,000
	Other Funds	5,234,426		240,000				0		0				5,474,426
	GP Total	640,000		822,000		1,912,000		2,175,000		2,050,000		1,000,000		8,599,000
	Totals	7,113,883		13,080,754		63,987,000		9,387,406		4,080,000		1,000,000		98,649,043

98,649,043
98,649,043

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

Unallocated CSB as of 6/30/24	
	\$ 4,457,831.60
New CSB for 2024-25 (not previously approved)	
Floor Covering abatement	\$1,200,000
HVAC CO	\$2,500,000
Interior Paint (HG/DS)	\$300,000
Exterior Door Replacement	\$300,000
SpEd Bus	\$24,000
Reallocate to Transportation	\$133,832
Total	\$4,457,832
remaining from unallcoated	\$ -

** Council approved in Fy24

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

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

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD REV.	2023-24 OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	482	(14,999,518)	0.0%	15,000,000	427	(14,999,574)	0.0%
2	40210-Local Option Sales Tax	14,300,000	-	(14,300,000)	0.0%	16,700,000	-	(16,700,000)	0.0%
3	40000-41110-Other County Rev	1,761,800	182,633	(1,579,167)	10.4%	1,972,000	121,905	(1,850,095)	6.2%
4	43300-44000-Other Local Revenue (Interest, Tuition)	1,175,926	115,647	(1,060,279)	9.8%	688,922	339,770	(349,152)	49.3%
	<i>SUBTOTAL LOCAL REVENUE</i>	<i>\$ 32,237,726</i>	<i>\$ 298,762</i>	<i>\$ (31,938,964)</i>		<i>\$ 34,360,922</i>	<i>\$ 462,102</i>	<i>\$ (33,898,820)</i>	
5	46310-Project Diabetes Grant	93,900	-	(93,900)	0.0%	126,700	-	(126,700)	0.0%
6	46510-TISA	59,992,037	5,921,975	(54,070,063)	9.9%	63,477,651	6,316,770	(57,160,881)	10.0%
7	46515-Early Childhood Ed. (VPK Grant)	1,326,895	-	(1,326,895)	0.0%	1,326,895	-	(1,326,895)	0.0%
8	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	-	-	-	N/A
9	46610-Career Ladder Program	57,146	-	(57,146)	0.0%	51,000	-	(51,000)	0.0%
10	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
11	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
12	46800-46990-Safe Schools and Public School Security Grant	768,542	-	(768,542)	0.0%	150,000	-	(150,000)	0.0%
	<i>SUBTOTAL STATE REVENUES</i>	<i>\$ 64,090,429</i>	<i>\$ 5,921,975</i>	<i>\$ (58,168,455)</i>		<i>\$ 65,132,246</i>	<i>\$ 6,316,770</i>	<i>\$ (58,815,476)</i>	
13	47000- Federal Funds	274,582	-	(274,582)	0.0%	24,000	-	(24,000)	0.0%
	<i>SUBTOTAL FEDERAL REVENUES</i>	<i>\$ 274,582</i>	<i>\$ -</i>	<i>\$ (274,582)</i>		<i>\$ 24,000</i>	<i>\$ -</i>	<i>\$ (24,000)</i>	
14	49100-49800 Insurance Recovery/Indirect Costs	460,000	-	(460,000)	0.0%	195,000	-	(195,000)	0.0%
15	49810-City of Murfreesboro Allocation	7,885,103	1,314,184	(6,570,919)	16.7%	7,885,103	1,314,184	(6,570,919)	16.7%
16	49820-City TN All Corp Grant	165,435	-	(165,435)	0.0%	156,000	-	(156,000)	0.0%
	<i>SUBTOTAL OPERATING TRANSFERS</i>	<i>\$ 8,510,538</i>	<i>\$ 1,314,184</i>	<i>\$ (7,196,354)</i>		<i>\$ 8,236,103</i>	<i>\$ 1,314,184</i>	<i>\$ (6,921,919)</i>	
	TOTAL REVENUES	\$ 105,113,275	\$ 7,534,920	\$ (97,578,355)	7.2%	\$ 107,753,271	\$ 8,093,056	\$ (99,660,215)	7.5%

YEAR-TO-DATE EXPENDITURE COMPARISON

AUGUST 2024

PAGE 1

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	4,609,279	(52,639,756)	8.1%	59,633,455	\$ 5,547,303	(54,086,152)	9.3%
2	71200-Sp. Ed. Instruction	12,674,470	915,264	(11,759,206)	7.2%	13,353,365	1,052,849	(12,300,516)	7.9%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	16,208	(144,757)	10.1%	180,600	25,946	(154,654)	14.4%
5	72120-Health Services	1,098,216	80,798	(1,017,418)	7.4%	1,214,210	88,423	(1,125,787)	7.3%
6	72130-Guidance	3,623,785	398,448	(3,225,337)	11.0%	4,175,500	474,844	(3,700,656)	11.4%
7	72210-Reg. Instr. Support	2,548,064	334,692	(2,213,372)	13.1%	2,699,349	361,619	(2,337,730)	13.4%
8	72220-Sp. Ed. Support	1,999,863	171,610	(1,828,253)	8.6%	2,087,055	232,379	(1,854,676)	11.1%
9	72250-Technology	2,674,265	369,191	(2,305,074)	13.8%	2,568,810	336,142	(2,232,668)	13.1%
10	72310-Bd. Of Education	1,966,681	795,339	(1,171,342)	40.4%	2,051,595	869,189	(1,182,406)	42.4%
11	72320-Office of Supt.	440,109	65,080	(375,029)	14.8%	471,438	73,896	(397,542)	15.7%
12	72410-Office of Principal	5,703,089	669,170	(5,033,919)	11.7%	6,020,570	725,733	(5,294,837)	12.1%
13	72510-Fiscal Services	886,045	197,432	(688,614)	22.3%	861,755	192,021	(669,734)	22.3%
14	72520-Personnel Services	594,415	121,805	(472,610)	20.5%	596,835	123,207	(473,628)	20.6%
15	72610-Oper. Of Plant	6,402,482	538,911	(5,863,571)	8.4%	6,327,847	532,702	(5,795,145)	8.4%
16	72620-Maint. Of Plant	4,608,543	328,825	(4,279,718)	7.1%	3,240,580	454,422	(2,786,158)	14.0%
17	72710-Pupil Transp.	4,544,354	345,681	(4,198,673)	7.6%	5,025,385	362,857	(4,662,528)	7.2%
18	73300-Community Service	522,655	59,457	(463,198)	11.4%	492,605	64,245	(428,360)	13.0%
19	73400-Early Childhood Educ.	1,108,368	87,087	(1,021,281)	7.9%	1,121,775	89,075	(1,032,700)	7.9%
20	76100-Reg. Cap. Outlay	171,872	22,874	(148,998)	13.3%	222,919	6,489	(216,430)	2.9%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	31,102	(186,508)	14.3%	217,601	31,102	(186,499)	14.3%
	TOTALS	109,194,886	10,158,253	\$ (99,036,633)	9.3%	112,563,249	11,644,442	\$ (100,918,807)	10.3%

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

Certified Hires

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

Certified Interims

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

Classified New Hires

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

Classified New Hires continued

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

Certified Resignations/Retirements/Terminations

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

Classified Resignations/Retirements/Terminations

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

Enrollment Update

September 24, 2024



Period 1 Enrollment and Attendance Summary

8/7/24 - 9/4/24

Average Attendance Percentage

96%

0.2% from previous year at this same period

Truancy

10+ Days Unexcused Absences

8 Students

+6 students from previous year at this same time

PreKindergarten - 6 Enrollment

9,261 students

-47 students from previous period

Chronic Absenteeism

10+ Days Excused and Unexcused Absences

20% (1764 students with 2+ Days)

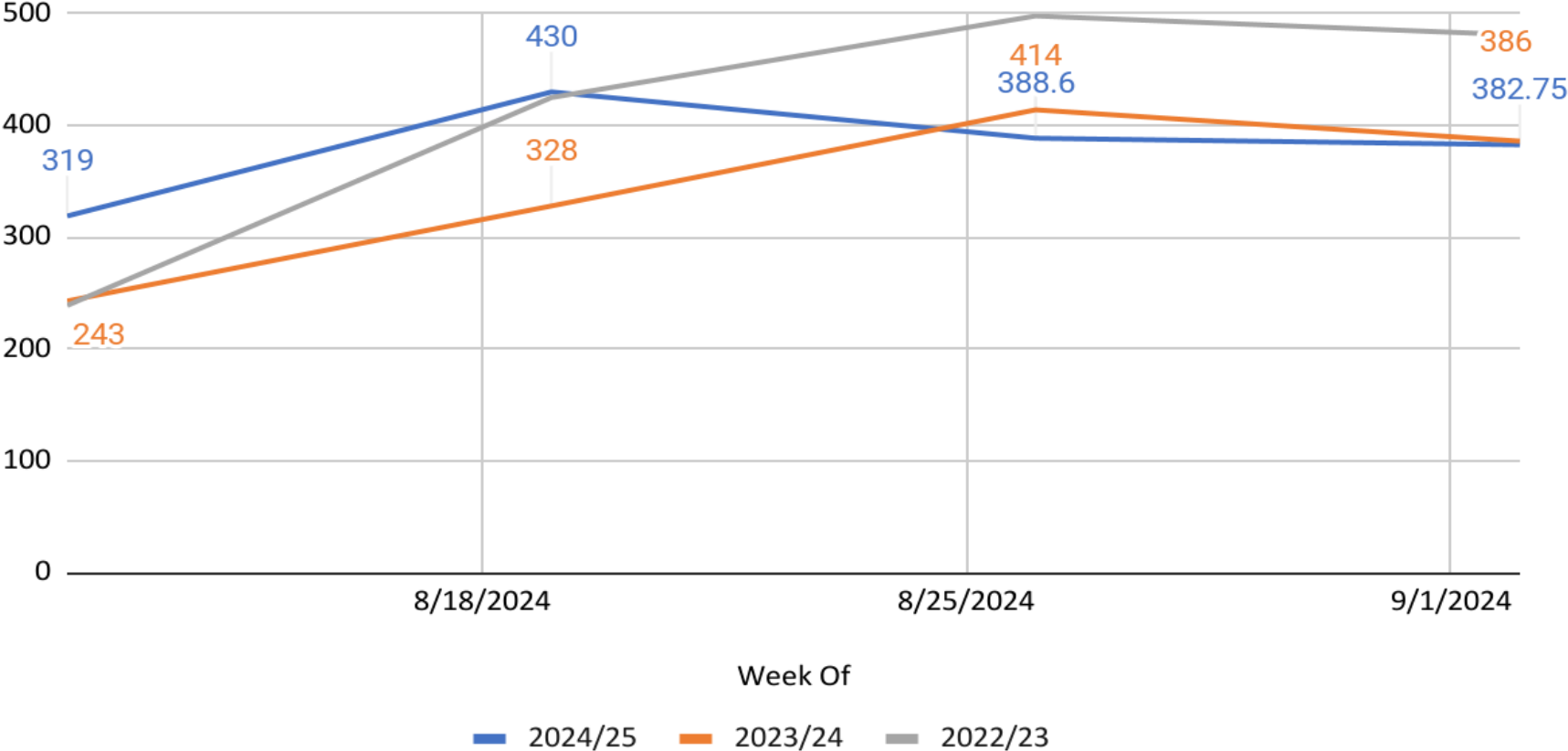
+1% from previous year at this same time

Period 1 Enrollment and Attendance Summary

8/7/24 - 9/4/24

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

Period 1: Three-Year Comparison: Average Daily Absences



Questions



Enrollment Period 1 - 08/07/2024 - 09/04/2024

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS
Black Fox*	820	40			27			887
Bradley	334							334
Cason Lane	672	77	60	21	32			862
Discovery	392							392
Erma Siegel	790		11	12	25		2	840
Hobgood	651				13			664
John Pittard	735	40	12	12	25			824
Mitchell-Neilson	526	40	9	9		21		605
Northfield	605	40	9	6	23			683
Overall Creek	902				18			920
Reeves-Rogers	370				12			382
Salem	914				19			933
Scales	909				26			935
								9261
Totals	8620	237	101	60	220	21	2	9261
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
TISA Funded	8620				220	21	2	8863
Non-TISA Funded		237	101	60				398

Total Growth Over Period 9 23-24	
Period 9 2023-2024 -----	9490
Growth from 23-24 to 24-25 ---	-229

TISA Funded Growth Over Period 9 23-24	
Period 9 2023-2024 -----	9064
Growth from 23-24 to 24-25 ---	-201

TISA Funded Growth by Reporting Period	
Period 9 2023-2024 -----	9064
Growth from 23-24 to 24-25 ---	-201

Average Attendance Percentage
96.0%

PTR Period 1 - 08/07/2024 - 09/04/2024

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	
Black Fox	142	7	20.29	118	6	19.67	113	6	18.83	150	8	18.75	523	27	19.37	104	6	17.33	99	5	19.80	94	4	23.50	297	15	19.80	820
Bradley	48	3	16.00	51	3	17.00	56	3	18.67	47	3	15.67	202	12	16.83	41	3	13.67	51	3	17.00	40	2	20.00	132	8	16.50	334
Cason Lane	105	6	17.50	110	6	18.33	122	7	17.43	109	6	18.17	446	25	17.84	91	5	18.20	101	6	16.83	34	2	17.00	226	13	17.38	672
Discovery	60	3	20.00	60	3	20.00	60	3	20.00	60	3	20.00	240	12	20.00	66	3	22.00	66	3	22.00	20	1	20.00	152	7	21.71	392
Erma Siegel	121	7	17.29	129	7	18.43	123	7	17.57	153	8	19.13	526	29	18.14	128	6	21.33	136	7	19.43				264	13	20.31	790
Hobgood	94	5	18.80	117	6	19.50	100	5	20.00	97	5	19.40	408	21	19.43	106	5	21.20	83	4	20.75	54	3	18.00	243	12	20.25	651
John Pittard	96	5	19.20	121	7	17.29	119	6	19.83	117	6	19.50	453	24	18.88	107	6	17.83	117	6	19.50	58	3	19.33	282	15	18.80	735
Mitchell-Neilson	89	5	17.80	76	5	15.20	97	5	19.40	73	4	18.25	335	19	17.63	81	5	16.20	72	4	18.00	38	2	19.00	191	11	17.36	526
Northfield	102	5	20.40	97	5	19.40	94	5	18.80	96	6	16.00	389	21	18.52	79	5	15.80	103	5	20.60	34	2	17.00	216	12	18.00	605
Overall Creek	129	7	18.43	157	8	19.63	147	8	18.38	168	9	18.67	601	32	18.78	153	8	19.13	148	8	18.50				301	16	18.81	902
Reeves-Rogers	78	4	19.50	64	4	16.00	54	3	18.00	53	3	17.67	249	14	17.79	59	4	14.75	62	3	20.67				121	7	17.29	370
Salem	139	8	17.38	123	7	17.57	154	8	19.25	162	8	20.25	578	31	18.65	146	8	18.25	153	8	19.13	37	2	18.50	336	18	18.67	914
Scales	141	8	17.63	141	8	17.63	160	9	17.78	165	9	18.33	607	34	17.85	134	8	16.75	168	8	21.00				302	16	18.88	909
Totals by Grade	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade			8620						
	1344	73	18.41	1364	75	18.19	1399	75	18.65	1450	78	18.59	1295	72	17.99	1359	70	19.41	409	21	19.48		Total K-6					

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

TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	1	-		-		1		5		6		9		16		20		22
Bradley	1	-		1		1		1		1		5		7		9		12
Cason Lane	1	-		1		4		6		18		29		55		65		87
Discovery	-	-		-		-		-		1		-		1		1		1
Erma Siegel	-	-		-		-		1		5		7		15		21		32
Hobgood	-	-		1		-		7		15		20		33		41		64
John Pittard	3	1		2		6		14		28		40		58		74		103
Mitchell-Neilson	-	-		-		3		12		21		25		42		54		85
Northfield	1	-		2		3		3		4		5		11		21		43
Overall Creek	-	-		4		2		2		4		4		4		6		14
Reeves-Rogers	-	1		2		6		10		18		20		24		39		53
Salem	1	-		1		4		10		21		35		54		69		86
Scales	-	-		-		2		4		7		7		13		23		45
Total Students	8	2	0	14	0	32	0	75	0	149	0	206	0	333	0	443	0	647

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

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14 + days)		Period 8 (16+ days)		Period 9 (18+ days)	
	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24	24-25	23-24
Black Fox	161	170		129		97		100		98		91		91		86		73
Bradley	63	75		49		38		29		32		34		33		29		26
Cason Lane	146	161		113		100		103		109		93		100		96		86
Discovery	51	30		16		10		14		16		12		10		8		5
Erma Siegel	107	109		71		55		47		49		58		49		44		38
Hobgood	152	151		119		130		123		133		121		123		117		108
John Pittard	168	142		112		101		100		95		91		97		96		81
Mitchell-Neilson	167	136		120		117		116		114		107		109		99		90
Northfield	132	126		113		89		73		78		72		71		72		70
Overall Creek	153	163		111		92		95		93		74		69		61		49
Reeves-Rogers	105	78		67		66		67		68		66		60		56		53
Salem	162	141		114		107		97		95		94		99		91		79
Scales	187	153		141		138		133		129		115		117		109		93
District Total	1754	1635	-	1275	-	1140	-	1097	-	1109	-	1028	-	1028	-	964	-	851
Internal %	20%	19%	-	14%	-	13%	-	12%	-	13%	-	12%	-	12%	-	11%	-	10%