

Board of Education Regular Meeting

June 10, 2025 6:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Maria Johnson, Director of Human Resources and Educator Effectiveness	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. PUBLIC COMMENT Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 5-27-25 Board Meeting Minutes Consent Item	
B. Approval of Request for Extended Utilization of School Buses Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 6.401, Student Health Services, on Second Reading Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of 2025-2026 Board Annual Agenda Action Item	Dr. Trey Duke
B. Approval of Board Attendance at Conventions and Other Educational Meetings (per Board Policy 2.804) Action Item	Dr. Trey Duke
C. Approval of Contract-Project Play Action Item	Dr. Trey Duke
D. Approval of Contract-CDW Cisco Portfolio Agreement Action Item	Dr. Trey Duke
E. Approval of Contract-Matlock Clements-Internal School Funds Audit Action Item	Dr. Trey Duke
F. Approval of Contract-Agreement with Romach Incorporated for Flooring Renovations at Mitchell Neilson Elementary School Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Tentative Assignment Lists Information Item	Dr. Trey Duke
B. Bullying 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

May 27, 2025 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Mr. David Settles, Absent: Mrs. Jeanette Price. In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Ken Rocha, Don Bartch, Maria Johnson, Lisa Trail, Daniel Owens, Andrea Oakley, Sia Phillips, Christy Robinson, Caitlin Bullard, Jessica Jacobs, Sarah Easterly, Sasha Burnette, Rebekah Tate, Spring Harris, Luke Hill, Julie Seymour, Shea Payne, Gretchen Campbell, Teresa Rotella, Tiffany Strevel, Teresa Jones, Warren Fry, Jaci Saunders Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Connor Key and Gabe Pritchard, 5th grade students at Scales Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
III. COMMUNICATIONS Information Item Our schools had a great Teacher Appreciation Week thanks to the many community partners that treated their staff. Reeves-Rogers would like to specifically thank First Baptist on Castle, St. Marks Methodist Church, Redstone Credit Union, and The Experience Community for lunch. ESP summer registration including camp information is now open. Go to the ESP website for full details The CHOW bus will begin on June 2 and continue until August 1. Full site and schedule is on the website. The Mobile Resource Van will be following the CHOW bus on scheduled days during the summer. Kindercamp is scheduled for the week of July 21 for incoming kindergarten students who are registered for school. It's a week-long camp through ESP that offers our youngest students a glimpse at their new school environment. Thank you to Fellowship and New Vision for their incredible work on our backpack food program throughout the past year. Cason Lane Pre-K would like to thank the owners of Lemongrass Sushi & Thai Restaurant	Mrs. Lisa Trail

(also known as Laila's parents) for providing lunch for all of us!	
A. The Best of MCS-David Philippee, 6th grade student at Black Fox-National Invention Convention Candidate Procedural Item	Dr. Trey Duke
B. Spotlight on Education: STEAM Designation for John Pittard Representing John Pittard Dr. Christy Robinson-Principal Jessica Jacobs -Assistant Principal Sarah Easterly- Academic Coach Sasha Burnette- Art Educator Rebekah Tate-2nd Grade Teacher Spring Harris- 1st Grade Teacher Luke Hill- STEAM/Music Teacher STEAM Designation for Discovery School Representing Discovery School Julie Seymour-Educational Assistant/STEAM Lab Shea Payne-4th Grade Teacher Dr. Caitlin Bullard-Principal Math Competition Winners: 4th Grade Individual: Aubrey Griffin-Discovery School Noelle Campbell-Discovery School Dylan Neese-Northfield Elementary 4th Grade Team-Discovery School 5th Grade Individual: Easton Clementi-Mitchell Neilson Elementary Jillian Wyrick-Overall Creek Elementary Phoenix Mallard-Reeves Rogers Elementary Mina Smith-Salem Elementary 5th Grade Team-Discovery School Procedural Item	Dr. Trey Duke
C. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
A. Approval of 5-7-25 County Commission/Board Meeting and 5-13-25 Board Meeting Minutes Consent Item	

B. Personnel Report Consent Item	
C. Approval of Contract-Bus Recertifications Consent Item	
D. Approval of Contract-Upland Software Consent Item	
E. Approval of Contract-Titan Material (Forklift for 910) Consent Item	
F. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 6.401, Student Health Services, on First Reading Action Item Motion to approve Board Policy 6.401, Student Health Services, on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1	Ms. Lauren Bush
B. Approval of Budget Amendment-Summer School Action Item Motion to approve Budget Amendment-Summer School. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of Budget Amendment-21st Century Grant Action Item Motion to approve Budget Amendment-21st Century Grant. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
D. Approval of Budget Amendment-Nutrition Action Item Motion to approve Budget Amendment-Nutrition. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
E. Approval of Contract-Board Recommendation for Read to Succeed Lease Action Item Motion to approve the Board Recommendation for Read to Succeed Lease. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
F. Approval of Agreement with Finalsight-Mass Notification Services Action Item Motion to approve Agreement with Finalsight-Mass Notification Services. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Jimmy Richardson asked if the new program for mass notification was multi-lingual. Dr. Duke said yes, that is one thing that was considered before purchase. Karen Dodd asked why we decided on this company. Dr. Duke stated that it was due to functionality and the ability to text parents, and we don't have that ability with our current company.	Dr. Trey Duke
G. Approval of Agreement with BJB Construction for Interior Painting at Discovery School Action Item	Dr. Trey Duke

Motion to approve Agreement with BJB Construction for Interior Painting at Discovery School. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1	
H. Approval of Agreement CMG Contractors for Interior Painting at Hobgood Elementary School Action Item Motion to approve Agreement CMG Contractors for Interior Painting at Hobgood Elementary School. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1 Barbara Long asked about a timeframe for painting. Don Bartch said that the projects will be done mid-June with a July 21st completion. David Settles asked Don to explain the bid process. Don Bartch said that he received eight bids, and they had to meet certain qualifications, and it is not always necessarily the cheapest bid, but in this case it was.	Dr. Trey Duke
I. Board Recommendation of Zone Appeal Hearing Number 1 Action Item Motion to uphold the committee recommendation to deny Zone Appeal Hearing Number 1. This motion, made by Ms. Karen Dodd and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1	Mr. Ken Rocha
J. Board Recommendation of Zone Appeal Hearing Number 2 Action Item Motion to uphold committee recommendation to deny Zone Appeal Hearing Number 2. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Mr. Ken Rocha
K. Board Recommendation of Zone Appeal Hearing Number 3 Action Item Motion to uphold committee recommendation to deny Zone Appeal Hearing Number 3. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1	Mr. Ken Rocha
L. Approval of Revenue and Expenditure Report Action Item Motion to approve Revenue and Expenditure Report. This motion, made by Ms. Amanda Moore and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1 Daniel Owens presented the Revenue and Expenditure report. He explained that our net income was down as compared to this time last year, but our expenditures are also down compared to last year. He said that we are on a good pace minus our local shared property and sales tax. Amanda Moore asked if the movement of the pennies played a factor in the fact that our net income is down, and Mr. Owens said yes, as for property tax, we are \$500,000 down from last year due to the movement of the penny. Ms. Moore confirmed with Mr. Owens that these are property taxes paid by both city and county residents, and Mr. Owens said yes, that is correct.	Mr. Daniel Owens
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Enrollment (PTR) Report Action Item	Mr. Ken Rocha

Ken Rocha presented the period 8 Enrollment Report to the Board. Dr. Duke said that period 7 is traditionally our highest period, so he was intrigued that we dropped in period 7 instead of period 8. He said that there are so many options for education in our district, so we'll see what happens in August. He added that some registrations are exceeding what we expected. He feels that charter schools and the voucher program will affect our enrollment. He reminded the Board that with the last charter school opening we lost roughly 300 students, but we re-enrolled about 150 of those students. He also feels that the voucher program may have a bigger impact on Kindergarten students. He told the Board that we will have to wait and see. We will project as best we can.	
B. City Schools Foundation Update Information Item Lisa Trail gave the annual report of City Schools Foundation. Ms. Trail said that the Foundation was chartered in 2005, so they will be celebrating 20 years this year. This year's board members include: Eric Newell-Board Chair Julie Corcoran-Vice Chair Kevin Pascoe-Treasurer Tamara Gwyn-Secretary Barbara Long-School Board Liaison David Scott Katherine Layman Robin Morgan Bayne James Calder Kristin Rudy Rachel Ward David Mitchell Dr. Trish Murphy Charlie Patel She said that all chairs will be appointed in June.	Ms. Lisa Trail
C. Director's Update Information Item Dr. Duke explained that this is the last week of school for the year with tomorrow being the last full day of school and a half day on Thursday. Dr. Duke said that summer school begins on Monday. He asked Sheri Arnette to present an update to the Board. Mrs. Arnette said that we have 1300 students enrolled with 101 teachers, which is a 1 to 13 student teacher ratio. She said that out of that number, over 500 students are third-graders. She added that all teachers are trained and ready to go. She invited the Board to please come visit. David Settles asked if there would be transportation to summer school, and Mrs. Arnette said yes. Dr. Duke gave a shout-out to Dr. Chris George for organizing the 3rd grade retest last week. He said that it went very well. He added that we have some parents starting to file the	Dr. Trey Duke

appeal process, and we will be helping them through that. He added that Dr. George informed him today that with 2nd through 6th grade state testing, we had a 99.9% participation rate.	
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
A. Distribution of Director's Evaluation Information Item The Director's Evaluation was left at each board member's desk and is due to be turned back in at the next meeting on June 10th. Ms. Lauren Bush will get those tallied after the June 10th meeting and will present results to the Board.	Ms. Lauren Bush
VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. David Settles and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:54 p.m.	Chair Butch Campbell

Director of Schools

Agenda Item Title: Request for Extended Utilization of School Buses

Board Meeting Date: June 10, 2025

Department: Operations

Presented by: Don Bartch

Board Agenda Category:

Consent Agenda ☒

Action Item ☐

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Pursuant to TCA 49-6-2109 and State Board of Education Rule 0520-01-05-.01(4), Type C and D school buses may continue to be used after fifteen years of service, subject to approval by the Board of Education and the Commissioner of Safety and additional safety inspections by the State of Tennessee. The district currently owns a total of 12 buses that are eligible for extended utilization, with four due for payment. These buses have reached the 15-year threshold but remain in good operating condition and have passed or are expected to pass inspection by the Tennessee Department of Safety.

Staff Recommendation

Approve Request for Extended Utilization of School Buses

Fiscal Impact

Each extended utilization costs \$770 per year for two required inspections. By extending the use of the 15 buses, the district will defer the purchase of new buses estimated at \$175,000.00 each.

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



TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Division
Davis Quad 3, 1228 Foster Avenue
Nashville, Tennessee 37243
Phone: 615-743-4990, option 3
Fax: 615-253-2280

569

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2025 -- 2026 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YU4A2181297674	2008	186052	Thomas Built Bus	03/2007

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 05/27/2025 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: Cashier's Office, PO Box 24589, Nashville, TN 37202

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 60 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for: Year of Service: 19th ☒ 1st Inspection ☒ 2nd Inspection

Commissioner or Designee _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle Maintenance Files requested and reviewed:

_____ Yes _____ No, Explanation _____

PO DATE

05/07/2025

MURFREESBORO CITY SCHOOLS2552 SOUTH CHURCH STREET
MURFREESBORO, TN 37127PHONE: 615-893-2313
FAX: 615-893-2352
TAX ID: 621823874

PRINTED 05/07/2025

PURCHASE ORDER NUMBER

1062500355

VENDOR KEY : CASHIER'000
SHIP DATE : 05/06/2025
FISCAL YEAR : 2024-2025
ENTERED BY : UNDERKAR001
ORIGINAL REQ # : 0000097907**VENDOR:**
CASHIER'S OFFICE
PO BOX 24589
NASHVILLE, TN 37202**SHIP TO:**
MURFREESBORO CITY SCHOOLS
2552 S CHURCH ST
MURFREESBORO, TN 37127

ATTN: KAREN UNDERWOOD

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	CHECK FOR EXTENDED UTILIZATION OF BUS 569 ACCOUNT SUMMARY (FOR INTERNAL USE) ACCOUNT NUMBER 141 E 72710 599 000 00008 000 PO Terms & Conditions: Seller must deliver goods FOB Destination; title and risk of loss pass to Buyer only upon delivery. This purchase is governed by Tennessee law, without regard to conflict of law rules. Seller's acceptance or fulfillment constitutes agreement to these terms. This PO is dependent on appropriation of funds by Buyer; If funds are not appropriated, the Buyer may cancel this order without liability, except for goods delivered and accepted before cancellation.	770.00000	770.00
			PAGE TOTAL	770.00
THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON			TOTAL	770.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON
ALL CORRESPONDENCE-PACKING SHEETS AND BILLS OF LADING.

PURCHASE APPROVED BY:





TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Division
Davis Quad 3, 1228 Foster Avenue
Nashville, Tennessee 37243
Phone: 615-743-4990, option 3
Fax: 615-253-2280

573

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2025 -- 2026 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YU4A2151155627	2005	142579	Thomas Built Bus	08/2004

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 05/27/2025 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: *Cashier's Office, PO Box 24589, Nashville, TN 37202*

Payment of **\$385** for each inspection or **\$770** for a complete year must be received 60 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for: Year of Service: 21st ☒ **1st Inspection** ☒ **2nd Inspection**

Commissioner or Designee _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle Maintenance Files requested and reviewed:

Yes _____ No, Explanation _____

PO DATE

05/07/2025

MURFREESBORO CITY SCHOOLS2552 SOUTH CHURCH STREET
MURFREESBORO, TN 37127PHONE: 615-893-2313
FAX: 615-893-2352
TAX ID: 621823874

PRINTED 05/07/2025

PURCHASE ORDER NUMBER

1062500356

VENDOR KEY : CASHIER'000
SHIP DATE : 05/06/2025
FISCAL YEAR : 2024-2025
ENTERED BY : UNDERKAR001
ORIGINAL REQ # : 0000097908**VENDOR:**
CASHIER'S OFFICE
PO BOX 24589
NASHVILLE, TN 37202**SHIP TO:**
MURFREESBORO CITY SCHOOLS
2552 S CHURCH ST
MURFREESBORO, TN 37127

ATTN: KAREN UNDERWOOD

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	CHECK FOR EXTENDED UTILIZATION OF BUS 573	770.00000	770.00
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		141 E 72710 599 000 00008 000	770.00	
		PO Terms & Conditions: Seller must deliver goods FOB Destination; title and risk of loss pass to Buyer only upon delivery. This purchase is governed by Tennessee law, without regard to conflict of law rules. Seller's acceptance or fulfillment constitutes agreement to these terms. This PO is dependent on appropriation of funds by Buyer; If funds are not appropriated, the Buyer may cancel this order without liability, except for goods delivered and accepted before cancellation.		
			PAGE TOTAL	770.00
			TOTAL	770.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON
ALL CORRESPONDENCE-PACKING SHEETS AND BILLS OF LADING.

PURCHASE APPROVED BY:





TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Division
Davis Quad 3, 1228 Foster Avenue
Nashville, Tennessee 37243
Phone: 615-743-4990, option 3
Fax: 615-253-2280

574

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2025 -- 2026 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T7YU4A2581297676	2008	198750	Thomas Built Bus	07/2007

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 05/27/2025 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: *Cashier's Office, PO Box 24589, Nashville, TN 37202*

Payment of \$385 for each inspection or \$770 for a complete year must be received 60 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for: Year of Service: 19th ☒ 1st Inspection ☒ 2nd Inspection

Commissioner or Designee _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle Maintenance Files requested and reviewed:

_____ Yes _____ No, Explanation _____

PO DATE

05/07/2025

MURFREESBORO CITY SCHOOLS2552 SOUTH CHURCH STREET
MURFREESBORO, TN 37127PHONE: 615-893-2313
FAX: 615-893-2352
TAX ID: 621823874

PURCHASE ORDER NUMBER

1062500357

VENDOR KEY : CASHIER'000
SHIP DATE : 05/06/2025
FISCAL YEAR : 2024-2025
ENTERED BY : UNDERKAR001
ORIGINAL REQ # : 0000097909

PRINTED 05/07/2025

VENDOR:
CASHIER'S OFFICE
PO BOX 24589
NASHVILLE, TN 37202**SHIP TO:**
MURFREESBORO CITY SCHOOLS
2552 S CHURCH ST
MURFREESBORO, TN 37127

ATTN: KAREN UNDERWOOD

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	CHECK FOR EXTENDED UTILIZATION OF BUS 574	770.00000	770.00
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER ACCOUNT AMOUNT		
		141 E 72710 599 000 00008 000 770.00		
		PO Terms & Conditions: Seller must deliver goods FOB Destination; title and risk of loss pass to Buyer only upon delivery. This purchase is governed by Tennessee law, without regard to conflict of law rules. Seller's acceptance or fulfillment constitutes agreement to these terms. This PO is dependent on appropriation of funds by Buyer; If funds are not appropriated, the Buyer may cancel this order without liability, except for goods delivered and accepted before cancellation.		
			PAGE TOTAL	770.00
			TOTAL	770.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON
ALL CORRESPONDENCE-PACKING SHEETS AND BILLS OF LADING.

PURCHASE APPROVED BY:





TENNESSEE DEPARTMENT OF SAFETY & HOMELAND SECURITY
Tennessee Highway Patrol – Pupil Transportation Division
Davis Quad 3, 1228 Foster Avenue
Nashville, Tennessee 37243
Phone: 615-743-4990, option 3
Fax: 615-253-2280

581

REQUEST FOR EXTENDED UTILIZATION OF SCHOOL BUS

In accordance with the provisions of T.C.A. 49-6-2109, I am requesting authorization to use the following vehicle on a regular route basis for the 2025 -- 2026 school year.

TYPE C OR D SCHOOL BUSES WITH FIFTEEN OR MORE YEARS OF SERVICE

Vehicle Identification Number	Model Year	Mileage	Make	Date Placed In Service
1T88J4E2381293981	2008	187167	Thomas Built Bus	01/2007

As the owner of the above documented vehicle, I am responsible to ensure that a second inspection as required in T.C.A. § 49-6-2109 is completed no later than 6 months from the initial inspection listed below.

Request Date: 05/27/2025 Bus Owner: MURFREESBORO CITY Phone Number: (615) 898-7126

Payment must be remitted to: *Cashier's Office, PO Box 24589, Nashville, TN 37202*

Payment of \$385 for each inspection or \$770 for a complete year must be received 60 days prior to each inspection (2 inspections per year required). A separate form should be completed for each bus being requested.

This payment is being remitted for: Year of Service: 19th ☒ 1st Inspection ☒ 2nd Inspection

Commissioner or Designee _____ Date: _____

Internal Use Only

Vehicle Mileage _____ School System of Use _____

Vehicle Maintenance Files requested and reviewed:

Yes _____ No, Explanation _____

PO DATE
05/07/2025

MURFREESBORO CITY SCHOOLS

2552 SOUTH CHURCH STREET
MURFREESBORO, TN 37127

PHONE: 615-893-2313
FAX: 615-893-2352
TAX ID: 621823874

PURCHASE ORDER NUMBER**1062500358**

VENDOR KEY : CASHIER'000
SHIP DATE : 05/06/2025
FISCAL YEAR : 2024-2025
ENTERED BY : UNDERKAR001
ORIGINAL REQ # : 0000097910

PRINTED 05/07/2025

VENDOR:
CASHIER'S OFFICE
PO BOX 24589
NASHVILLE, TN 37202

SHIP TO:
MURFREESBORO CITY SCHOOLS
2552 S CHURCH ST
MURFREESBORO, TN 37127

ATTN: KAREN UNDERWOOD

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EACH	CHECK FOR EXTENDED UTILIZATION OF BUS 581	770.00000	770.00
		ACCOUNT SUMMARY (FOR INTERNAL USE)		
		ACCOUNT NUMBER ACCOUNT AMOUNT		
		141 E 72710 599 000 00008 000 770.00		
		PO Terms & Conditions: Seller must deliver goods FOB Destination; title and risk of loss pass to Buyer only upon delivery. This purchase is governed by Tennessee law, without regard to conflict of law rules. Seller's acceptance or fulfillment constitutes agreement to these terms. This PO is dependent on appropriation of funds by Buyer; If funds are not appropriated, the Buyer may cancel this order without liability, except for goods delivered and accepted before cancellation.		
			PAGE TOTAL	770.00
			TOTAL	770.00

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ALL CORRESPONDENCE-PACKING SHEETS AND BILLS OF LADING.

PURCHASE APPROVED BY:



Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Student Health Services	Descriptor Code: 6.401	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

The district shall employ licensed healthcare professionals to oversee student health services. Each school nurse employed by the district shall maintain current certification through a certifying cardiopulmonary resuscitation course to practice in a public school setting.¹

Each school shall have a School Health Office designed and equipped to ensure proficient assessment, delivery, and evaluation of student health needs. Health offices should provide for privacy and safety and include necessary equipment and supplies. The school health services program shall include, at a minimum:¹

1. Physical Examinations: Requirement for a physical examination for every child entering school for the first time and for students participating in interscholastic athletics, performed by a licensed healthcare provider.
2. Immunization Verification: Procedures to verify proof of immunization for all students, except those exempted by law.
3. Communicable Disease Policy: Policies for excluding students with communicable diseases and readmitting them post-recovery, in line with the Department of Health's regulations.
4. Medication Administration: Protocols for the administration of medications, including emergency medications, by licensed personnel or trained volunteers, as permitted by law.
5. Health Screenings: Regular vision, hearing, scoliosis, and other health screenings as recommended by the Tennessee Department of Education.
6. Emergency Care: Provision of first aid and emergency care procedures, including the development of Emergency Care Plans (ECPs) for students with specific health needs.
7. Individual Health Plans (IHPs): Development and annual review of IHPs for students with chronic health conditions, outlining necessary accommodations and emergency procedures.

At least one full-time employee, who is not a school nurse, must be trained annually in seizure safety and first aid. The Director of Schools shall develop administrative procedures for the delegation of specific health tasks to trained, unlicensed personnel, with training from licensed professionals.

Legal Reference:

1. *Guidelines for use of Health Care Professionals and Health Care Procedures in a School Setting*

Cross References:

*(Tennessee Department of Education and Tennessee
Department of Health 2019)*

2. Public Acts of 2025, Chapter No. 0165

Communicable Diseases 6.403

Medicines 6.405

Agenda Item Title: Surplus Items

Board Meeting Date: June 10, 2025

Department: Finance and School Operations

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

Consent Agenda ☒

Action Item ☐

Reports and Information ☐

Summary

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

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

Staff Recommendation

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

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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





Outlook

cabinet

From Anita Spann <Anita.Spann@cityschools.net>

Date Thu 5/22/2025 12:11 PM

To Mandy Williams <Mandy.Williams@cityschools.net>

Good afternoon,

On my inventory there is a black filing cabinet that was purchased with school funds. This cabinet is broken (after being moved in the summer). Is the process to put it outside, label it broken, etc.? Since it is school property,? thank you

Anita B. Spann

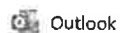
First Grade Teacher

Overall Creek Elementary



middle drawer bent

Signature: _____ Date: _____



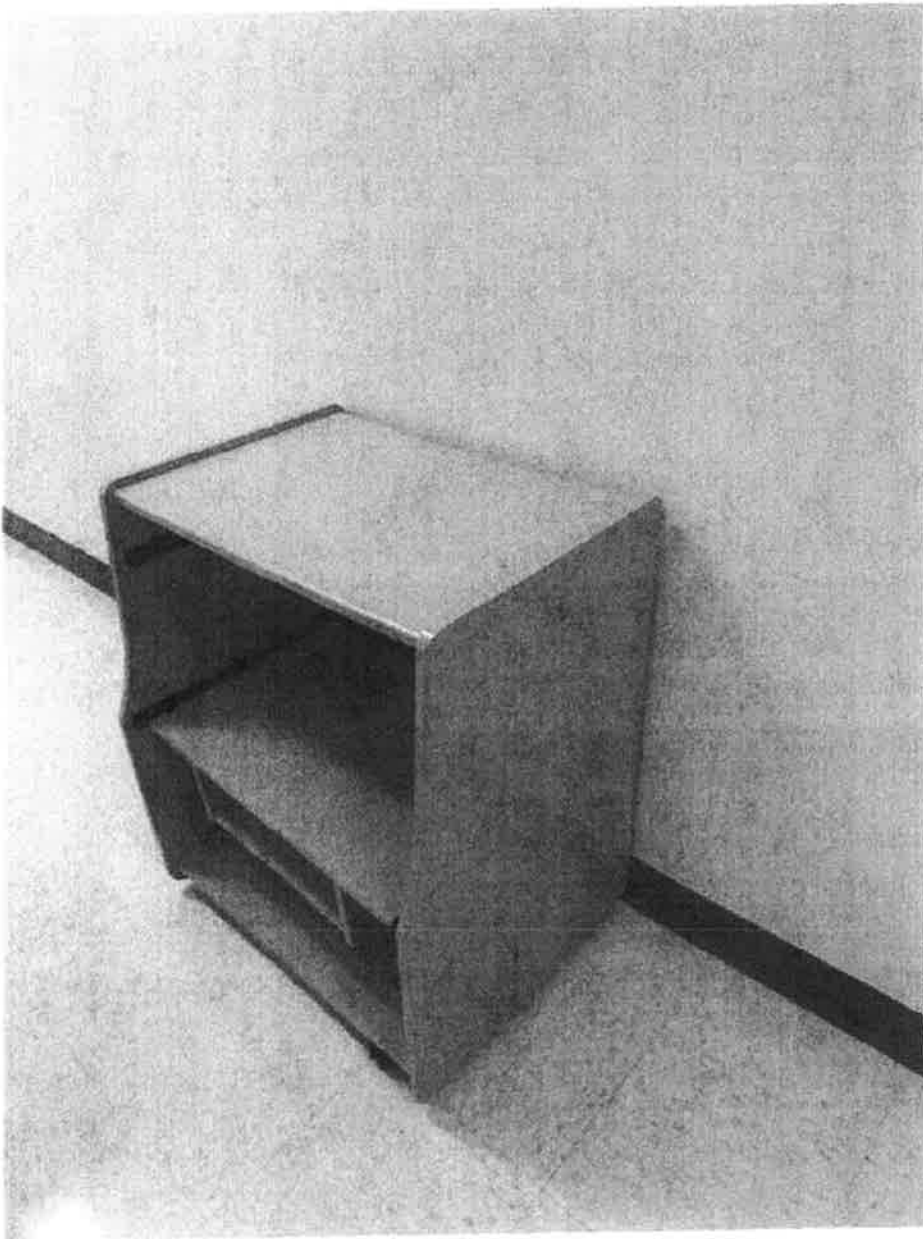
(No subject)

From Beth Velandra <beth.velandra@gmail.com>
Date Thu 5/22/2025 6:29 AM
To Beth Velandra <Beth.Velandra@cityschools.net>

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.



Sent from my iPhone



NORTHFIELD ELEMENTARY
Feb-25

Dell Computer on back of Cleartouch/Sharp Panels

Number	Location	Cleartouch Model Number	Other Model Number	Asset Tag	Serial Number	Onboard/Computer Model Number	Asset Tag	Serial Number
1	A2	5070H+		5537	L70AAVY169A240161003385XA0212	Dell Optiplex 3040	5525	HT72JH2
2	A9	5070H+		5538	L70AAVY169A240161003385XA0211	Dell Optiplex 3040	5526	HT79JH2
3	D1	5070H+		71A	L70AAVY169A240160400740XA0131		NA	7FWJHB2
4	D2	5070H+		5254	L70AAVY169A240160601566XA0025	Dell Optiplex 3020	5265	7FWJHB2
5	D4	5070H+		NA	L70AAVY169A240160400740XA0051	Dell Optiplex 3050	6110	FQZ3Y2
6	D5		Sharp PN-L703A	NA	54000056	Dell Optiplex 3050	6640	7MKJDM2
7	D8	5070H+		5534	L70AAVY169A240161003385XA0213	Dell Optiplex 3040	5455	HH02SD2
8	E6	5070H+		NA	L70AAVY169A240161003385XA0214	Dell Optiplex 3040	5524	HT71JH2
9	F3	5070H+		NA	L70AAVY169A240161003385XA0215	Dell Optiplex 3050	960955	FPH7KO2
10	Steam T"		Sharp PN-L703A	NA	54000208		NA	GNV81S2
11	Library	6065U		NA	40180903000365		NA	NA

Document Camera
Elmo TT-02RX

NA

489544

NORTHFIELD DISPOSAL
APRIL 23/2025

Number	Location	Cleartouch Model Number	Asset Tag	Serial Number	Onboard/Computer Model Number	Asset Tag	Serial Number	Computer	Asset Tag	Serial Number
1	A4	6075U	5858	4018060100084	Dell Optiplex 3040	5253	HHR0SD2	Dell Optiplex 9020	959015	28SX0Z1
2	A5	5070H+	NA	L70AAVV169A-240160601566XA0102	Dell Optiplex 3050	NA	FZ696Q2			
3	D6	6070U	NA	40170728000622	Dell Optiplex 3050	NA	DT3NCS2			
4	D9	6065U	NA	401808300000192	Dell Optiplex 3050	NA	D8QJL2			
5	F5	6075U	5859	40180601000230	Dell Optiplex 3050	NA	FZ5D8Q2			
6	E3	6065U	NA	40180903000298	Dell Optiplex 3050	NA	DT3LCS2			
7	E5	6065U	NA	40180830000057	Dell Optiplex 3060	NA	82VZ0T2			

NORTHFEILD DISPOSAL

May-25

Onboard/Computer Model Number	Asset Tag	Serial Number
Dell Optiplex 3060	6113	FQB04Y2
Dell Optiplex 3060	6112	FQC14Y2
Dell Optiplex 3040	5527	HT77JH2
Dell Optiplex 3060	6109	FQB24Y2
Dell Optiplex 3060	6108	FQG14Y2
Dell Optiplex 3060	6111	FQB74Y2
Dell Optiplex 3060	6106	FQD44Y2
Dell Optiplex 3060	NA	JLQFH03
Dell Optiplex 9020	4583	GW3RD42

Northfield Elementary
APRIL 23, 20205

PROMETHEAN BOARDS

Number	Location	Model Number	Serial Number	Asset Tag
1	A4	AP10-A65	AA651Q101AB0300046	23-1425
2	A5	AP10-A65	AA651Q101AB0300016	23-1426
3	D6	AP10-A65	AA651Q101AB0300049	23-1427
4	D9	AP10-A65	AA651Q101AB0300036	23-1428
5	F5	AP10-A65	aa651q101ab0300048	23-1429
6	E3	AP10-A65	AA651Q101AB0300040	23-1430
7	E5	AP10-A65	AA651Q101AB0300047	23-1431

Library All In One

Location	Model Number	Serial Number	Asset Tag
Library	Dell Optiplex AIO 7420	2D3DL84	NA

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Computer	960335	Dell	OptiPlex 3040	43XBKH2	\$0
Computer	960334	Dell	OptiPlex 3040	43Y8KH2	\$0
Computer	0795	Dell	OptiPlex 3050	96BGLR2	\$0
Computer	0794	Dell	OptiPlex 3050	969DLR2	\$0

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

Principal

School

ESE

Date 5.30.25

Superior

Date _____

Date _____

Assistant Superintendent of School Operations or Director of Technology

Date _____

Director of Schools

Date _____

Board Chairmen

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:

Based on Tenn. Code Ann. § 49-6-2007(d)
(1) Surplus property in liquidation

- 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 # | MEC BY |
|-----------|-------|--------|
| | | |

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

Board Chairman _____ Date _____

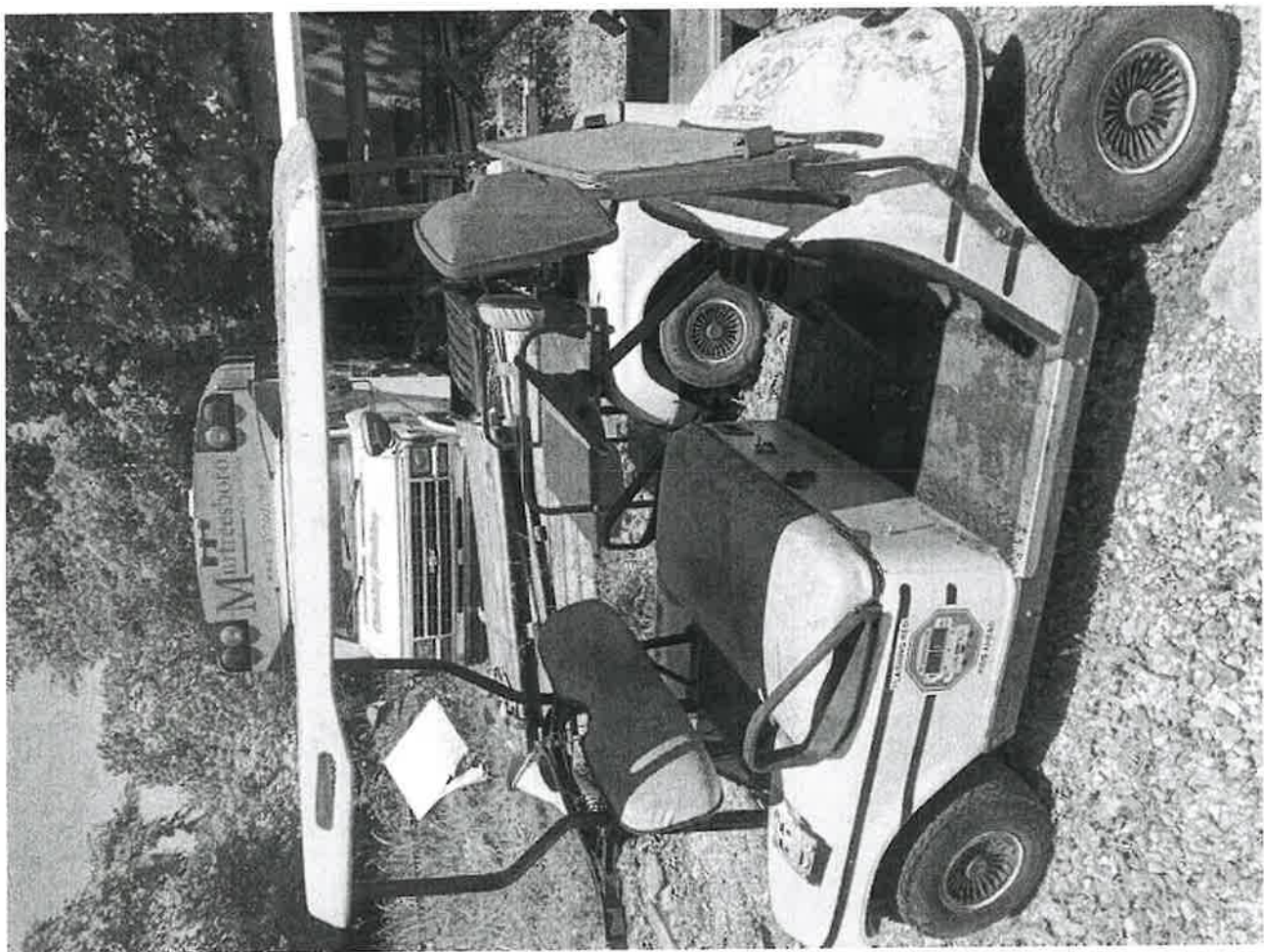
Notes on Disposal Method:

Date:

Date: 5/30/05

School	Equipment	Tag#	MFG By	Model #	Serial #	Value	Reason
Hobgood	iPad	101224✓	Apple	Apple Ipad Mini	F9FPWMT7FCM5	\$0	Will not Update/Reset
Hobgood	iPad	101223✓	Apple	Apple Ipad Mini	F9FPWPS5FCM5	\$0	Will not Update/Reset
Hobgood	iPad	101220✓	Apple	Apple Ipad Mini	F9FPWJNNFCM5	\$0	Will not Update/Reset
Hobgood	iPad	101221✓	Apple	Apple Ipad Mini	F9FPWMQ5FCM5	\$0	Will not Update/Reset
Hobgood	iPad	101222✓	Apple	Apple Ipad Mini	F9FPWM0SFCM5	\$0	Will not update/Reset
Hobgood	iPad	100852✓	Apple	Apple Ipad Mini	F7NNL2QJFP84	\$0	Will not Update/Reset
Hobgood	iPad	4032✓	Apple	Apple Ipad Mini - Grant	F7NMCJXGF196	\$0	Will not Update/Reset
Hobgood	iPad	4034✓	Apple	Apple Ipad Mini- Grant	F7NMCKG4F196	\$0	Will not Update/Reset
Hobgood	iPad	4035✓	Apple	Apple Ipad Mini - Grant	F7NMCITYSF196	\$0	Will not Update/Reset
Hobgood	iPad	100857✓	Apple	Apple Ipad Mini	F7NNL354FP84	\$0	Will not Update/Reset
Hobgood	iPad	100855✓	Apple	Apple Ipad Mini	F7NNL2L7FP84	\$0	Will not Update/Reset
Hobgood	iPad	100854✓	Apple	Apple Ipad Mini	F7NNL2DWFP84	\$0	Will not Update/Reset
Hobgood	iPad	100853✓	Apple	Apple Ipad Mini	F7NNL2PUFP84	\$0	Will not Update/Reset
JPE	iPad	4041✓	Apple	Ipad (Grant)	F7NMCK2VF196	\$0	Will not Update/Reset
JPE	iPad	4042✓	Apple	Ipad (Grant)	F7NMCYAF196	\$0	Will not Update/Reset
JPE	iPad	4043✓	Apple	Ipad (Grant)	F7NMCJXF196	\$0	Will not Update/Reset
JPE	iPad	4075✓	Apple	Ipad (Grant)	F7NMR39TF196	\$0	Will not Update/Reset
JPE	iPad	4076✓	Apple	Ipad (Grant)	F7NMR1QFF196	\$0	Will not Update/Reset
JPE	iPad	4077✓	Apple	Ipad (Grant)	F7NMR2FZF196	\$0	Will not Update/Reset
JPE	iPad	4079✓	Apple	Ipad (Grant)	F7NMR244F196	\$0	Will not Update/Reset
JPE	iPad	4080✓	Apple	Ipad (Grant)	F7NMR44ZF196	\$0	Will not Update/Reset
JPE	iPad	4081✓	Apple	Ipad (Grant)	F7NMR3B9F196	\$0	Will not Update/Reset
JPE	iPad	4040✓	Apple	Ipad (Grant)	F7NMCKLKF196	\$0	Will not Update/Reset
JPE	iPad	101244✓	Apple	Ipad	F9FPWTDUFCM5	\$0	Will not Update/Reset
JPE	iPad	101245✓	Apple	Ipad	F9FPW7ZEF196	\$0	Will not Update/Reset
JPE	iPad	101246✓	Apple	Ipad	F9FPWK41FCM5	\$0	Will not Update/Reset
NF	iPad	4049✓	Apple	Apple iPad 1	F7NMCL4AF196	\$0	Will not update/Reset
NF	iPad	4094✓	Apple	Apple iPad 10	F7NMR214F196	\$0	Will not update/Reset
NF	iPad	101236✓	Apple	Apple iPad 12	F9FPWLCHFCM5	\$0	Won't Power On
NF	iPad	4091✓	Apple	Apple iPad 3	F7NMR347F196	\$0	Will not update/Reset
Salem	iPad	101327✓	Apple	Ipad Mini Locked out	F9FS50GIGHK9	\$0	Will not update/Reset
Salem	iPad	101256✓	Apple	Ipad Mini Locked out	F9GPW15EFCM5	\$0	Will not update/Reset

Salem	iPad	101332✓	Apple	Ipad Mini Locked out	F9FS500SGHK9	\$0	Will not update/Reset
Salem	iPad	101326✓	Apple	Ipad Mini Locked out	F9FS55VQGHK9	\$0	Will not update/Reset
Salem	iPad	101254✓	Apple	Ipad Mini Locked out	F9FPWJXZFCM5	\$0	Will not Update/Reset
Scales	iPad	100919✓	Apple	iPad #1	F7NNL2DCFP84	\$0	Will not update/Reset
Scales	iPad	101201✓	Apple	iPad #10	F9FPWKVDFCM5	\$0	Will not update/Reset
Scales	iPad	100918✓	Apple	iPad #12	F7NNL2B8FP84	\$0	Won't Power On
Scales	iPad	100861✓	Apple	iPad #15	F7NNL2QPFP84	\$0	Will not update/Reset
Scales	iPad	100876✓	Apple	iPad #2	F7NNL2WCFP84	\$0	Will not update/Reset
Scales	iPad	100862✓	Apple	iPad #3	F7NNL2SQFP84	\$0	Will not update/Reset
Scales	iPad	101202✓	Apple	iPad #6	F9FPWLJWFCM5	\$0	Will not update/Reset
Scales	iPad	101207✓	Apple	iPad #7	F9FPWPTAFCM5	\$0	Won't turn on
Scales	iPad	100863✓	Apple	iPad #8 Mini	F7NNKGZ5FP84	\$0	Will not update/Reset
Scales	iPad	100877✓	Apple	iPad #9 Mini	F7NNKHD6FP84	\$0	Will not update/Reset
Siegel	iPad	958629✓	Apple	iPad mini iPad	F4NK80XYF193	\$0	Will not update/Reset
	iPad	4083✓	Apple	iPad mini	F7NMR3U9F196	\$0	Will not Update/Reset
	iPad	4084✓	Apple	iPad mini	F7NMR3WRF196	\$0	Will not Update/Reset
	iPad	4086✓	Apple	iPad mini	F7NMR1SVF196	\$0	Will not update/Reset
	iPad	4088✓	Apple	iPad mini	F7NMR1VNF196	\$0	Will not Update/Reset
	iPad	4085✓	Apple	iPad mini	F7NMR335F196	\$0	Will not update/Reset
	iPad	101334✓	Apple	"	F9FS5041G HK9	0	Cracked screen



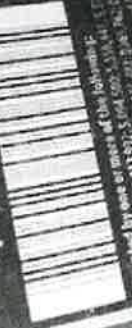


MANUE. CODE

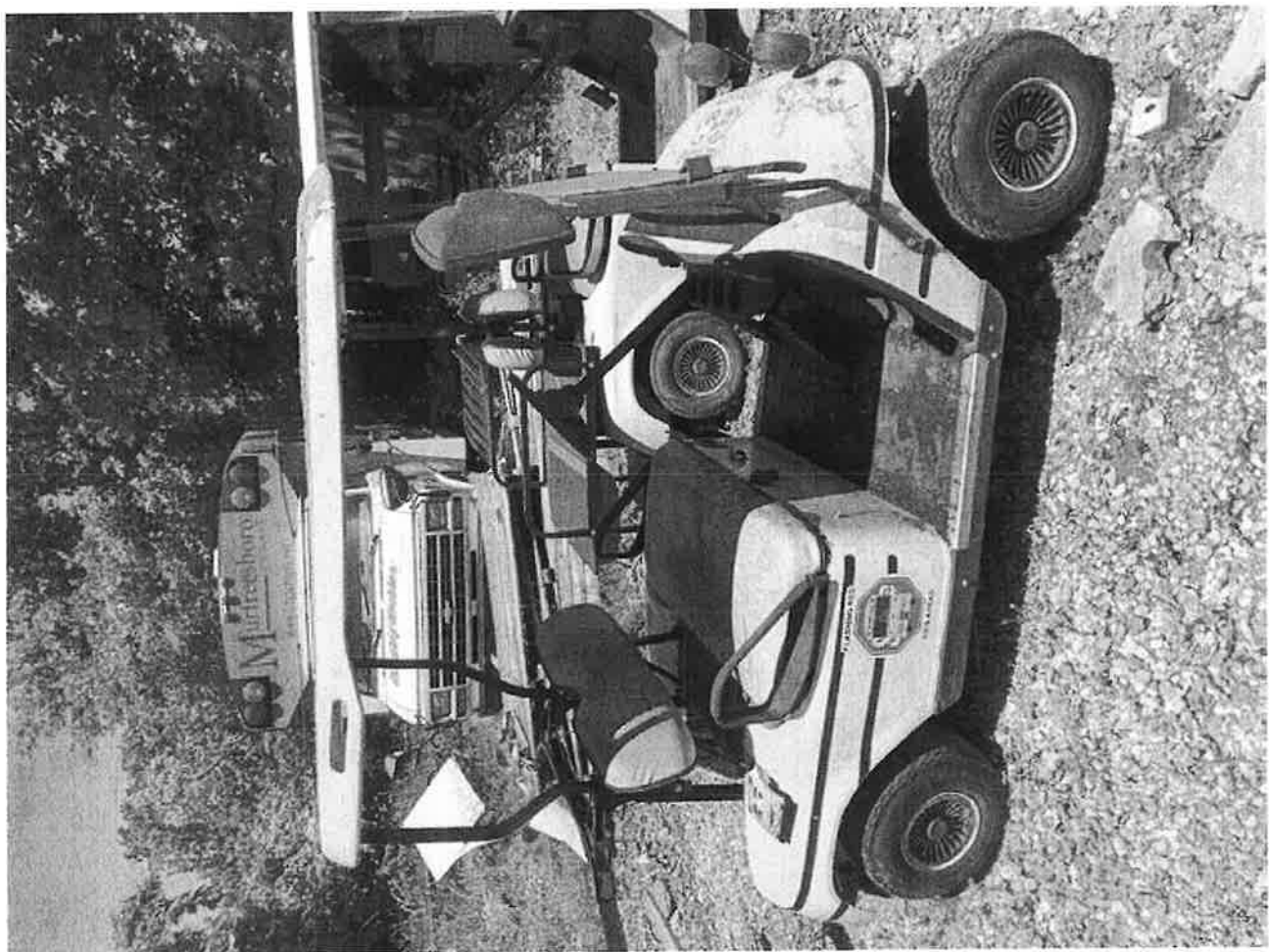
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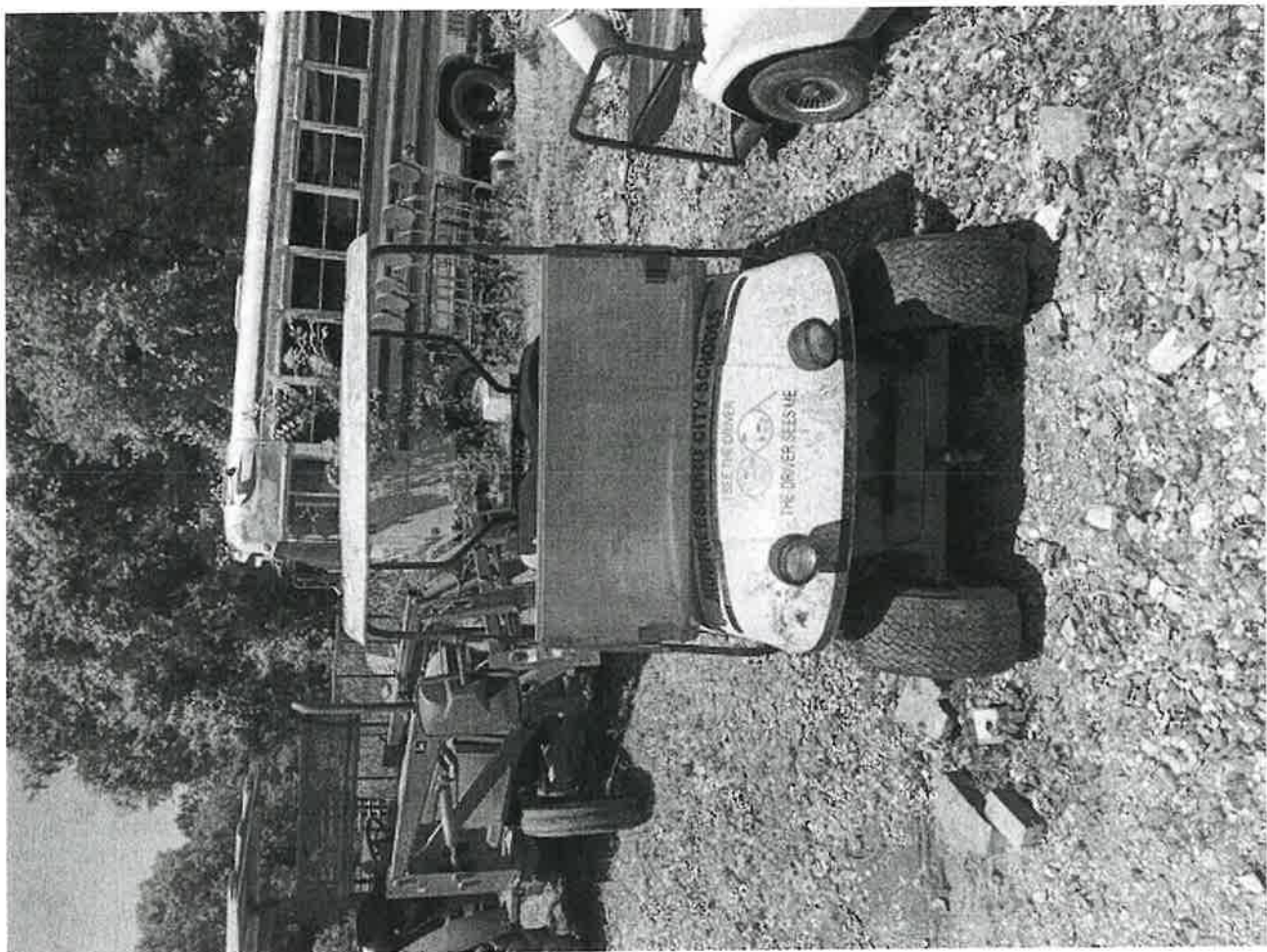


Patented by one or more of the following:
U.S. Patent Nos. 5,013,592; 5,044,500; 5,100,441; 5,171,711; 5,279,513; 5,387,116;
5,417,116; 5,456,316; 5,456,317; 5,456,318; 5,456,319; 5,456,320; 5,456,321; 5,456,322;
Canada Pat. - 1,401,760
Mexico Pat. - 149,449
Japan Pat. - 6,017,801; 6,017,802
Taiwan Pat. - 20,591









Agenda Item Title: 2025-2026 Board of Education Annual Agenda

Board Meeting Date: June 10, 2025

Department: Director's Office

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Board policy 1.403 requires the adoption of an annual calendar at the beginning of each fiscal year. The attached annual agenda is being presented for consideration and will begin with the July 22, 2025 board meeting. Changes from 2024-2025 are noted in red.

Staff Recommendation

Approval of the 2025-2026 Annual Agenda

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



ANNUAL AGENDA

2025-2026

MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION

The following items appear on your agenda **monthly**:

- Approval of Minutes
- Approval of Board Policies
- Attendance Report (except July)
- Personnel Update
- Monthly Revenue/Expenditure Report
- Spotlight on Education
- BEST of MCS-Recognition of Employees and Students
- Director's Update
- Public Comment

The following items appear on your agenda **as needed**:

- Approval of School Fees
- Board Self-Assessment (to be done in March of the Board of Distinction status renewal year-every even year, due again August 2026)
- Residential Development/Zoning
- Budget Adjustments/Amendments
- Construction Update
- Five-Year Plan for New Construction, Zoning, and Related Issues Update
- Sick Leave Bank Appointments
- Bids/contracts
- Approval of Special Question Committee for Collaborative Conferencing

MISSION STATEMENT: To assure academic and personal success for each child.

Annual Agenda
Page 1 of 5

Board Approved:

The following items appear on your agenda **within the month listed:**

JULY

- ❖ Recommendations
 - Approval of Policy Adjustments Addressing New Laws
 - ❖ Reports
 - School Opening Update
 - Differentiated Pay Plan Updates
-

AUGUST

- ❖ Recommendations
 - Approval of Director's Evaluation Document for the New School Year-presented by Director
 - Review and approval of changes to expense allowances and reimbursement guidelines per policy 2.804
 - Approval of all Field Trips Under \$20
 - ❖ Reports
 - Enrollment Update
 - Report District Improvement Plan Goals
 - Summer Feeding Report
 - Review of District Organizational Chart
 - New Teacher Orientation
-

SEPTEMBER

- ❖ Recommendations
 - Induction of New Board Members (election year)-take seat at the first meeting in September
 - First Meeting of September-Election of Board Chair and Vice Chair (Attends TSBA's October "New Board Chair Orientation" session; assumes office at second September Board meeting.)
 - Approve Contract with Fiscal Auditor (when needed)
 - Approval of school-based accounts payable carried over from previous school year
 - Sick Leave Bank/Recommendation for Trustees (if needed)
 - Notification of Board Committee Assignments (2nd meeting-after election of Chair/Vice Chair) **this will be under Reports and Information because the Board Chair actually appoints these committee positions and this is only for board information, not approval**

- Extended School Advisory Board
- Pre-K Advisory Council
- ~~Approval of Family Resource Center Advisory Board~~ This is no longer required.

- ❖ Reports
 - Director's State of the Schools Report

OCTOBER

- ❖ Recommendations
 - Approval of Textbook Adoption Committee Members
 - Report of School System/School Compliance (LEA Compliance Report)—Tennessee Statutes/Rules, Regulations, and Minimum Standards
 - Tenured Teachers **Moved to JANUARY**
- ❖ Reports
 - Announce Upcoming TSBA Leadership Conference and Convention

NOVEMBER

- ❖ Recommendations
 - Approval of Surety Bond for Finance Director
- ❖ Reports
 - Discussion of Rezoning Options (as needed)
 - Reports from TSBA Leadership Conference and Convention
 - American Education Week
 - Budget Preparation Calendar
 - Discussion of Internet Safety Measures as per Board Policy 4.406

DECEMBER (TBD)

- ❖ Recommendations
 - Recommendation of Zoning Appeal Special Committee by Director
 - Recommendation of Charter School Review Team by Director Board Policy 1.901
- ❖ Reports

JANUARY

- ❖ Recommendations
 - Approval of New School Year Calendar
 - ❖ Reports
 - Audit Report
 - Strategic Five-Year Plan Review/Update
 - Tennessee School Board Week
 - Proposed School Year Calendar and Acknowledgement of District Calendar Committee
 - **Tenured Teachers**
-

FEBRUARY

- ❖ Recommendations
 - Approval of Open/Closed Zone Schools
 - ❖ Reports
 - Recognition of Teachers of the Year
-

MARCH

- ❖ Recommendations
 - Textbook Adoption Committee Recommendation
 - Complete Board Self-Assessment (**MUST COMPLETE EVERY YEAR ACCORDING TO POLICY 1.103**)- On Board of Distinction year, every 2 years, **board will do a self-assessment along with two members of another board evaluating them in May**
 - ❖ Reports
 - Budget Discussion (or special meeting—date to be determined)
-

APRIL

- ❖ Recommendations
 - Approval of General Fund, Federal Funds, ESP and Cafeteria Budgets
 - Approval of Audit Firm Extension
 - Approval of Report of Local Adoption of Textbooks

- ❖ Reports
 - Budget Discussion (or special meeting)
 - Announce May Teacher Appreciation Day/Week
-

MAY

- ❖ Recommendations
 - Budget Revisions (if needed)
 - Begin Process of Applying for Public Official Bond for Director
 - Approval of the Disciplinary Hearing Authority (Board Policy 6.317)
 - Board Evaluation by Two Board Members of Two Other Boards (Board of Distinction Year-August 2026)
 - Legacy Retirements as Spotlight on Education
 - ❖ Reports
 - Instructional/Program Updates (as needed)
 - Upcoming Year's Board Meeting Dates
 - City Schools Foundation Update
-

JUNE

- ❖ Recommendations
 - Approval of Public Official Bond for Director
 - Approval of Board Annual Agenda for Upcoming Year (may also be done in July)
 - Director's Evaluation Results (tallied by Board Attorney)
 - Consider Director's Contract Extension (as needed)
 - Bullying Report
 - Approval of Board attendance at conventions and other educational meetings per Board Policy 2.804
- ❖ Reports
 - Tentative Assignment Lists for upcoming school year

Agenda Item Title: Board Attendance at Conventions

Board Meeting Date: June 10, 2025

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☐ |
| Action Item | ☒ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☐ No ☒

Summary

Board Policy 2.804 states the following regarding Board member attendance at conventions and other educational meetings or travel for other school purposes.

“Attendance at conventions and other educational meetings or travel for other school purposes shall be authorized in advance by the Board.”

In compliance with that policy, we are submitting the following upcoming TSBA conferences and meetings for the 2025-2026 school year for preapproval:

- TSBA Summer Law-July 18-19, 2025
- TSBA Fall District Meeting-September 4, 2025
- TSBA Leadership Conference and Annual Convention-November 13-16, 2025
- Other TSBA conducted meetings, workshops, and seminars held throughout the year to inform board members and administrators about key issues and topics affecting public education.

Attendance and travel to other conventions or educational meetings not specified in this approval can still be approved as requested as the need arises throughout the year.

Staff Recommendation

Approval of Board attendance at conventions.

Fiscal Impact

The cost of registrations, hotel stays, and allowable reimbursements, if required, for board members. The FY26 budget includes \$18,010 for Board in-service training which is consistent with FY25 allotments.

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: Project Play Agreement for Special Education Behavioral Services for the 2025-2026 School Year

Board Meeting Date: June 10, 2025

Department: Special Education

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

For the 2025–2026 school year, Project Play will provide five full-time equivalents (FTEs) that are Registered Behavior Technicians (RBTs), supervised by a Board-Certified Behavior Analyst (BCBA), to support and work directly with students with the most significant behavioral needs. Additionally, Project Play will provide consultative and training support for the Special Education Department.

Staff Recommendation

Approve Agreement with Project Play for Special Education Behavioral Services for the 2025-2026 School Year

Fiscal Impact

Contract services will be provided at a rate of \$29,995 per month with billing occurring over a ten-month period, from August 2025 through May 2026 for a total of \$299,950.00. Funding for the agreement will be provided through the general-purpose budget and will require a budget amendment to transfer funds from unfilled, previously budgeted positions.

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.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
MURFREESBORO CITY SCHOOLS
AND
PROJECT PLAY THERAPY
FOR
SPECIAL EDUCATION SERVICES**

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

WHEREAS, District, in order to provide comprehensive special education program services, finds it desirable to acquire the services of another agency;

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

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

SECTION 1: DEFINITIONS

1.1 **Authorized District Representative.** The term “Authorized District Representative” refers to a supervisor, administrator, or coordinator designated to be responsible for the supervision and oversight of special education within the District.

1.2 **Days.** The term “days” means calendar days unless otherwise specified.

1.3 **License.** The term “License” means a valid, non-expired document issued by a licensing agency within the State of Tennessee or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency or the state licensing agency is delayed in processing, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license for the purposes of this Agreement.

1.4 **Qualified.** The term “Qualified” means that a person holds a certificate, permit, or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the special education or related services rendered, including those requirements set forth in Title 34 of

the Code of Federal Regulations, Sections 200.56 and 200.58, and those requirements set forth in Tennessee State Statute and Tennessee State Board of Education rules and policies, and adheres to the standards of professional practice established in federal and state law or regulation.

1.5 **Service Provider.** The term “Service Provider” refers to an employee of the Contractor licensed and qualified to provide special education services under this Agreement pursuant to all applicable federal and state laws and regulations relating to the provision of special education and related services.

SECTION 2: PURPOSE OF AGREEMENT

2.1 **Description of Services.** Contractor shall provide to District the services set forth in Appendix A, including but not limited to, the employment and supervision of all incidental business and administrative supervisory and support staff, and all personnel, equipment, supplies, and other items, necessary to render such services (collectively, “Services”) in compliance with all the rules, regulations, and requirements of the Individuals with Disabilities Education Act (“IDEA”). Appendix A is subject to amendment by duly executed written agreement of the Parties. It is understood that this Agreement does not commit the District to pay for special education and/or related services provided to any student enrolled in the District unless and until an Authorized District Representative approves the provision of special education and/or related services by Contractor pursuant to an Individualized Education Program (“IEP”).

2.2 **Rates.** Appendix A of this Agreement also includes a Rate Schedule that will apply to the Services provided under this Agreement. Contractor agrees that the rates set forth in this Agreement will remain unchanged unless an amendment to this Agreement is duly executed.

2.3 **Term.** The term of this Agreement shall be from July 1, 2025, to June 30, 2026, unless terminated by either party for cause or convenience as hereinafter provided. The District may, in its sole discretion, renew this Agreement for up to two (2) successive one (1) year renewal periods as long as written notice is provided at least thirty (30) days prior to the end of the current term or first renewal term, as applicable.

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

SECTION 3: SERVICE PROVIDERS

3.1 Certification and Licenses. Contractor possesses all necessary approvals, licenses, permits, and authority to execute and deliver the Services set forth within this Agreement and to engage in the activities contemplated by this Agreement, and Contractor is in full compliance in all respects, and in good standing, with all regulatory and supervisory agencies having jurisdiction over Contractor. All Services under this Agreement shall be provided consistent with the area of certification and licensure specified by the State of Tennessee, and within the professional scope of practice of each Service Provider's license, certification, and/or credentials. All Service Providers assigned to duties pursuant to this Agreement shall possess and maintain current licensure or certification in the State of Tennessee as required by their profession or discipline. All Service Providers shall have a minimum of a Bachelor's degree.

3.2 Personnel Obligations. Contractor shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto. Contractor shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.

3.3 Qualifications of Service Providers. Contractor shall maintain and make available to District, current employment records for each Service Provider providing services under this Agreement. Records shall consist of an application, current license or certification issued by the State of Tennessee, and two professional references.

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

SECTION 4: SCOPE OF SERVICES

4.1 Provision of Services. Service Providers shall provide direct, related, or consultation services and other duties as outline below as assigned by the Authorized District Representative and required by a child's IEP pursuant to Appendix A and in consultation with the child's IEP.

4.2 IEP Development. Service Providers, in collaboration with District personnel, shall be responsible for developing elements of an IEP which will be specifically designed to meet the unique needs of the assigned child, with provision for all support materials and services necessary

to provide a free and appropriate public education, including, but not limited to: a statement of the child's present levels of educational performance; a statement of annual goals which describe the educational performance to be achieved by the end of the IEP review period; a statement of specific educational services needed by the student' and, objectives, criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the short-term instructional objectives are being achieved.

4.3 Evaluation of Services. Service Providers shall evaluate the implementation and effectiveness of Services provided and meet with IEP teams to discuss each assigned child's progress or lack thereof. Service Providers shall provide recommendations to IEP teams related to ongoing evaluation of services of any children assigned to Contractor/Service Provider.

4.4 Documentation. Provide the District with necessary documentation to establish and maintain current special education intervention direct or related services section of the child's IEP in accordance with federal and state requirements, including providing updated present levels of performance, draft measurable annual goals, and IEP services recommendations. Service Providers shall document student progress for assigned students and report the progress to the District every nine (9) weeks.

4.5 IEP Meeting Attendance. Service Providers shall attend IEP meetings for assigned students and submit the necessary documentation, including present levels of performance, draft measurable annual goals, and IEP services recommendations, at least seventy-two (72) hours prior to the meeting.

SECTION 5: INSURANCE AND INDEMNIFICATION

5.1 Indemnification. Contractor shall indemnify, defend, and hold harmless the District from any and all losses, claims, or expenses, of whatever kind, including reasonable attorney fees, arising out of, or resulting from the performance, or failure to perform, of each party of the provisions contained herein. By way of explanation and not by way of limitation such losses may include bodily injuries, death, sickness, property damage or other injury which arises out of the performance of the provisions of this Agreement. Subject to the availability and the lawful appropriation of funds and consistent with the laws of the State of Tennessee, District shall promptly consider and adjudicate any and all claims which may arise out of this Agreement resulting from the actions of the District, duly authorized representatives, and to pay any damage or injury as may be required by Tennessee law.

5.2 Notice of Claim. Notification of any event giving rise to an indemnification claim ("Notice of Claim") must be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement. Notice shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

5.3 **Insurance.** Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in the State of Tennessee, such insurance as will protect Contractor from claims arising out of or resulting from Contractor's operations under this Agreement, and for which Contractor may be legally liable, whether such operation is conducted by Contractor or subcontractor, or by anyone directly or indirectly employed by any entity performing Services under this Agreement, or by anyone for whose acts any of the above-named entities may be liable. Contractor shall file Certificates of Insurance prior to the commencement of this Agreement and on the date of any renewal. Contractor shall include the District as an additional insured on a primary and non-contributory basis in its General Liability policy and provide at least thirty (30) days' notice to the District in the event of policy cancellation.

5.4 **Types and Amounts of Insurance Coverage.** Contractor shall secure and maintain the various insurance policies which, at a minimum, meet the requirements set forth herein, including: Worker's Compensation meeting the statutory limits required by the State of Tennessee, including liability limits no less than \$1,000,000.00 (one million dollars) General and Professional liability insurance for all of its Service Providers at a rate of \$1,000,000.00 (one million dollars) per occurrence, and \$3,000,000.00 (three million dollars) in the aggregate. Coverage shall be maintained without interruption from the date of commencement of work until date of final payment. Contractor shall give District written notice prior to the cancellation or change of any of the above-mentioned policies.

SECTION 6: COMPENSATION AND TERMINATION

6.1 **Compensation.** District agrees to compensate Contractor pursuant to the rate schedule included herein as listed on Appendix A.

6.2 **Invoices.** Contractor will provide detailed invoices once per month, by the tenth (10th) of the month, for all services rendered under this Agreement by Contractor for the previous month. Payment for invoices are due within thirty (30) days of the issued invoice. Any invoices unpaid after thirty (30) days of the issued invoice will constitute just cause for the Contractor to terminate this Agreement with no further notice.

6.3 **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party consistent with the notice clauses provided herein. This Agreement may also be terminated by either party immediately for Cause. For the purposes of this Agreement, the term "Cause" shall mean: The failure to comply with any of the terms of this Agreement after being given written notice of such failure and the failure of the party to cure such condition within five (5) business days after receipt of such notice; the failure to implement or adhere to reasonable policies or procedures of the District after being notified of noncompliance and failing to cure such condition within five (5) business days after receipt of such notice; the failure to competently perform the duties imposed upon Contractor pursuant to this Agreement and the failure to cure such condition within five (5) business days of receipt of such notice.

6.4 **Termination for Convenience.** The District or Contractor may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this

Agreement by either party. The District or Contractor shall provide the other party with at least thirty (30) days prior written notice before the effective termination date. Contractor shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the District be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, Contractor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

6.5 Compensation Following Termination. In the event of termination of this Agreement, any and all compensation which has accrued as of the date of termination shall be paid to the Contractor in accordance with the terms of this Agreement, but no additional compensation shall be due to Contractor.

SECTION 7: GENERAL TERMS AND CONDITIONS

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

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

7.3 Responsibility for Litigation Costs, Expenses and Payment of Attorney’s Fees. Article II, Section 29 of the Tennessee Constitution prohibits municipalities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney’s fees, paralegal fees, investigator fees, court costs, or any other expenses related to litigation. In the event of litigation between District and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney’s fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

7.4 Non-appropriation. Contractor acknowledges that District is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event District fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement.

Furthermore, this provision shall extend to any and all obligations imposed upon District to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations to Contractor following the date of termination under this Agreement.

7.5 **Taxes.** As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

7.6 **Binding Effect.** This Agreement is the entire agreement between District, (including District's employees and other end users) and Contractor. No employee of District or any other person, without authorization of the Board of Education can bind District to any contract or agreement and anything contrary contained in the Agreement, the Terms of Service or other agreements or understandings, whether electronic, click-through, or shrink-wrap, and whether verbal or written, with District's employees or other end users, to the contrary are null, void and without effect as it applies to District.

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

Murfreesboro City Schools
ATTN: Special Education Supervisor
2552 South Church Street
Murfreesboro, TN 37127

Project Play, LLC
ATTN: Director of Administration
4721 Trousdale Dr #206
Nashville, TN 37220

7.8 **Amendment.** The Agreement shall not be modified or altered other than by written agreement executed by both parties. This includes any changes to pricing, fees, rates, and charges.

7.9 **No Presumption Against Drafter.** This Agreement shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

7.10 **Counterparts.** This Agreement may be executed in one or more counterparts by District and Contractor. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.

7.11 **Transfer and Assignment.** Contractor may not transfer or assign, including, but not limited to, subcontracting, this Agreement or any part thereof without the prior written consent of the District.

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

7.13 **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. § 10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, District must, upon proper request, release public documents and records as defined by T.C.A. § 10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. District does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section serves to meet such burden and authorization of disclosure.

7.14 **Student Confidentiality - Compliance.** For purposes of carrying out this Agreement, Contractor will perform an institutional service or function for which the District would otherwise use employees, and is hereby designated by District as a school official having a legitimate educational interest in accessing, using, and tracking student education records, as permitted by the Family Educational Rights and Privacy Act, (FERPA) (34 CFR Part 99.3). Contractor understands and agrees to comply with FERPA (20 U.S.C. § 1232g; 34 CFR Part 99) and the confidentiality provisions under the IDEA Part B (34 CFR 300.610 through 300.626). Contractor understands and agrees that that it remains under direct control of District with respect to the use and maintenance of the education records. Contractor understands that the use of educational records is limited in scope and purpose. Contractor understands and agrees that it is prohibited from re-disclosing any personally identifiable information from the education records at any time or for any purpose whatsoever. Any failure to comply with applicable FERPA requirements by Contractor or any of its employees will be immediately reported to District by Contractor.

7.15 **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such party's failure or delay is caused by or results from the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) telecommunication breakdowns, power outages or shortages.

7.16 **Name and Logo.** District does not consent to the use of its name or logo in any advertising or promotional material or distributions or other commercial use by Contractor. Additionally, District does not waive any moral right to the use of the name submitted to Contractor.

7.19 **Severability.** Each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final ruling that will not impair the operation of, or have any other effect upon, any other portions of this Agreement, all of which will remain binding on the parties and continue to be given full force and effect.

7.20 **Captions and Headings.** All captions and/or headings in this Agreement are intended solely for the convenience of the parties and non shall be deemed to affect the meaning or construction of any provision of this Agreement.

SIGNATURE PAGE FOLLOWS

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

Project Play Therapy, LLC

Murfreesboro City Schools

Signature

Director of Schools

Date

Date

Printed Name

Approved as to form:

Title

Lauren Bush, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT – APPENDIX A

DESCRIPTION OF SERVICES
BCBA Consultation – 1 Hour Weekly beginning July 1, 2025 through May 31, 2025
BCBA-Led Training to be Provided in August 2025 - Writing and Delivering IEP Services for BCBA's - Case Study Simulations - Toileting and Behavior Planning - Behavior or Disability - Trauma and Behavior - Fidelity Monitoring in Schools
Direct Services provided by 5 FTEs of Direct Service (approximately 110 hours per week of direct RBT support & 25 BCBA hours) Service includes: - Direct RBT Supports individualized to student - Direct BCBA Supervision/Supports - Teacher consultation - Writing, training, and fidelity for FBA/BIPS - Participation in IEP meetings - Indirect tasks to support student services (e.g., making materials, data analysis, progress reports, etc) - Monitoring hours completion

The agreement includes a dedicated team of five (5) Full-Time Equivalents (FTEs), supervised by a BCBA, provided at a rate of \$29,995 per month. Billing will occur over a ten-month period, from August 2025 through May 2026.

All training and consulting services outlined in Option 1 are included at no additional cost.

All services must be documented on an itemized invoice submitted on a monthly basis to the District pursuant to the Agreement. The following District employees are identified as individuals to receive all invoices pursuant to this Agreement:

Angela Fairchild
2552 South Church Street
Murfreesboro, TN 37127
angela.fairchild@cityschools.net

Invoices may be mailed to Murfreesboro City Schools or e-mailed to the individuals listed above.

The rates set forth above will remain unchanged unless an amendment to the Agreement is duly executed by both parties.

Agenda Item Title: Cisco Enterprise Agreement for Technology Security Services

Board Meeting Date: June 10, 2025

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS is seeking Board approval for a four-year agreement with Cisco Enterprise for cybersecurity needs. These products and services will enhance critical security measures across our infrastructure. While specific hardware and software details are confidential, the scope includes both network protection and continuous system monitoring to better safeguard our operations.

Staff Recommendation

Approve Cisco Enterprise Agreement for technology security services

Fiscal Impact

The total cost of the agreement is \$995,502.24, over a 48-month term. The service fees will be \$248,875.56 for Years 1-4. Funding is provided by the general-purpose budget.

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

General Terms

1. Scope and applicability

- 1.1 These terms (the “**General Terms**”) govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these terms by accessing or using a Cisco Offer, finalizing Your Order or through Your express agreement, whichever happens first. These terms apply independently of any contract You may have with a Cisco Partner.

2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
 - (a) license to use Software and Cisco Content; and
 - (b) right to use Subscription Offers, including Cloud Services,in accordance with Your Order or as otherwise agreed in writing (collectively, the “**Use Rights**”). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).
- 2.2 **Limits on usage.** You may not:
 - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
 - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
 - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
 - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
 - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
 - (a) violate applicable laws or the rights of any third party; or
 - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
 - (a) You will make sure all Authorized Users follow these terms; and
 - (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco’s proprietary interests.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according to these General Terms, Cisco’s use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis ("**Free Trial**"). You may only access or use the Free Trial for the period specified ("**Free Trial Period**") and under any additional terms specified by Your Approved Source in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice.
- 3.3 **Continued use and disclaimer.**
 - (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
 - (b) **Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.**

4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) webpage.
- 4.2 **Pre-paid Cloud Service.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a generally available alternative offer, or (b) if Cisco cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service.
- 4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of Cisco Offers.

5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program.

6. Confidentiality

- 6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:
 - (a) is known by the recipient without confidentiality obligations;
 - (b) is or has become public knowledge through no fault of the recipient; or
 - (c) is independently developed by, or for, the recipient.
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
 - (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
 - (b) the security measures described in Cisco's Information Security Exhibit;
 - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and

(d) privacy and data protection laws applicable to Cisco Offers.

- 7.3 You will ensure Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) complies with privacy and data protection laws applicable to Your Cisco Offers, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

8. Ownership of intellectual property

- 8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content.
- 8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Intellectual property indemnity

- 9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:
- (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);
 - (b) fully cooperate with Cisco in the defense of the IP Claim; and
 - (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.
- Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.
- 9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.
- 9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:
- (a) any designs, specifications or requirements provided by You, or on Your behalf;
 - (b) modification of a Cisco Offer by You, or on Your behalf;
 - (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
 - (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
 - (e) Your failure to change or replace the Cisco Offer as required by Cisco.
- 9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

- 10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.
- 10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage.			
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.			
Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage.			

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

10.3 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.

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- (b) Section 10.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the Cisco Offer:
 - (1) has not been used according to its Documentation;
 - (2) has been altered, except by Cisco or its authorized representative;
 - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
 - (4) is provided under a Free Trial; or
 - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
 - (1) repair or replacement of the applicable Cisco Offer; or
 - (2) a refund of either:
 - (A) the fees paid for Use Rights in the non-conforming Software;
 - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
 - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

11. Liability

- 11.1 **Excluded liability.** Neither party is liable for:
 - (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
 - (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).
- 11.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- 11.3 **Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:
 - (a) bodily injury or death resulting directly from the other party's negligence;
 - (b) fraudulent misrepresentation or wilful misconduct;
 - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
 - (d) failure to pay for Cisco Offers;
 - (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
 - (f) failure to comply with export control obligations.

12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.2 **Termination for Compliance with Laws.** Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.7 (Compliance with Laws).
- 12.3 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

13. General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Termination) and 13 (General provisions) survive termination of these terms.

- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
 - (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Changes to these terms.** The version of the General Terms applicable to Your Order is the version published at the [Cisco General Terms](#) webpage when the Order is placed. If Cisco changes these terms or any of its parts, these changes will be published at the [Cisco General Terms](#) webpage. These changes will only apply to Cisco Offers Ordered or renewed after the date of the change.
- 13.7 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
 - (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.8 **Governing law and venue.** These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan

* Excluding locations listed separately in this table.

If You are a US State, Local and Education ("SLED") Government end user, these terms, and any disputes arising from them, are subject to the laws of the primary jurisdiction in which You are located.

If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

13.9 US Government end users

- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US SLED Government end users. No other rights are granted by Cisco.
- (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and

Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

- 13.10 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.
- 13.11 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.12 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 13.13 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 13.14 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).
- 13.15 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.
- 13.16 **No publicity.** Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 13.17 **Order of precedence.**
- (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
 - (1) Regional terms;
 - (2) Data Processing Terms;
 - (3) Offer Descriptions;
 - (4) Supplemental Terms (other than Regional Terms);
 - (5) these General Terms; then
 - (6) any applicable Cisco policy referenced in these General Terms.
 - (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources.
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.
Cloud Service	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.

Term	Meaning
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the Data Brief at the Customer Content - Data Brief webpage.
Data	Personal Data, Customer Content and Systems Information.
Data Briefs	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage.
Data Processing Terms	Cisco's data processing terms in the Data Protection Agreement , or terms agreed between You and Cisco covering the same scope.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
Free Trial	As defined in section 3.1 (Accessing free trials).
Free Trial Period	As defined in Section 3.1 (Accessing free trials).
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the Information Security Exhibit webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
Offer Description	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Product Specific Terms webpage.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Personal Data - Data Brief webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Privacy Data Sheet	The privacy data sheet applicable to a Cisco Offer available on the Trust Portal - Privacy Data Sheet webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
Service Level Agreement	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
Software	Cisco-branded computer programs, including Upgrades and firmware.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Systems Information	As defined in the Systems Information – Data Brief webpage.
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy .
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.
Use Rights	As set out in section 2.1.
You, Your	The individual or legal entity acquiring access to Cisco Offers.

Agenda Item Title: Auditing Contract with Matlock Clements, P.C., for – Internal School Funds Audit

Board Meeting Date: June 10, 2025

Department: Finance

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 Board approval to enter into an auditing contract with Matlock Clements P.C. to perform an onsite audit of the District's Internal School Funds, specifically covering all elementary school funds. The scope of the audit will include a thorough examination of the Statements of Revenues, Expenditures, and Changes in Fund Balances. This audit will be conducted in accordance with the regulatory guidelines outlined in the Tennessee Internal School Funds Manual.

Staff Recommendation

Approve agreement with Matlock Clements, P.C., for Auditing Contract – Internal School Funds Audit

Fiscal Impact

The total fixed contract fee is \$14,950.00. Funding will be provided through the general-purpose fund.

Connection to MCS's Five-Year Strategic Plan

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

**CONTRACT TO AUDIT ACCOUNTS
OF
MURFREESBORO CITY SCHOOLS – INTERNAL SCHOOL FUNDS
FROM JULY 01, 2025 TO JUNE 30, 2026**

This agreement made this 10th day of June, 2025, by and between Matlock Clements, P.C., (Auditor), located at 270 Glenis Drive, Suite A, Murfreesboro, TN 37129, hereinafter referred to as the "auditor" and Murfreesboro City Schools, located at 2552 South Church Street, Murfreesboro, TN 37127, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 1, 2025, and ending June 30, 2026, with the **exceptions listed below**:

The audit will involve all of the School District's Internal School Funds **only**. This is an onsite audit of the District's elementary school funds' Statements of Revenues, Expenditures and Changes in fund balances on a regulatory basis in accordance with the Tennessee Internal School Funds Manual.
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **forty (40)** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **October 31, 2025, or six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below: Not applicable
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.
7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.
8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is **only** applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA).** Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.
 - a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
 - b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
 - c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial

reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)

- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to update subsequent events between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Intentionally Left Blank).

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below.

Fixed Contract Fee: Audit: \$14,950.00

Municipal Chart of Accounts Crosswalk: \$0

Total Fixed Contract Fee: \$14,950.00

Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

12. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit Firm

By _____
Signature

Title/Position: _____

E-mail Address: _____

Date: _____

Governmental Unit or Organization

By _____
Signature

Title/Position: _____

E-mail Address: _____

Date: _____

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By _____

Date: _____

February 2023

**CONTRACT TO AUDIT ACCOUNTS
OF
MURFREESBORO CITY SCHOOLS – INTERNAL SCHOOL FUNDS**

FROM JULY 01, 2025 TO JUNE 30, 2026

This agreement made this 10th day of June, 2025, by and between Matlock Clements, P.C., (Auditor), located at 270 Glenis Drive, Suite A, Murfreesboro, TN 37129, hereinafter referred to as the "auditor" and Murfreesboro City Schools, located at 2552 South Church Street, Murfreesboro, TN 37127, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 1, 2024, and ending June 30, 2025, with the **exceptions listed below**:

The audit will involve all of the School District's Internal School Funds **only**. This is an onsite audit of the District's elementary school funds' Statements of Revenues, Expenditures and Changes in fund balances on a regulatory basis in accordance with the Tennessee Internal School Funds Manual.

2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.

3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:

- a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
- b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.

4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.

5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **forty (40)** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than **October 31, 2025, or six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below: Not applicable

6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.

7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

8. **Group Audits.** The provisions of Section 8 relate exclusively to contracts to audit components of a group under AU-C 600. (See definitions in AU-C 600, Paragraph 11.) Section 8 is **only** applicable to an auditor that audits a component (e.g., a fund, component unit, or other component) **of a county government that is audited by the Division of Local Government Audit (LGA).** Section 8 is intended to satisfy the communication requirements for the group auditor (LGA) to the component auditor under AU-C 600.

- a) The Division of Local Government Audit (LGA) shall be considered the "group auditor" for any contract to audit a component of an applicable county government. LGA shall present the county's financial statements in compliance with U.S. Generally Accepted Accounting Principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). LGA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- b) The contracting auditor shall be considered the "component auditor" for purposes of this section.
- c) The financial statements audited by the component auditor should be presented in accordance with GAAP as promulgated by GASB. If the financial

February 2023

reporting framework for any component does not conform to this basis, the financial reporting framework should be disclosed in Section 10 (Special Provisions). (Component financial statements that are not presented using the same financial reporting framework as the county's financial statements may cause this contract to be rejected.)

- d) The component auditor shall conduct the component audit in accordance with auditing standards generally accepted in the United States of America and the auditing standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.
- e) The component auditor shall cooperate with LGA to accomplish the group audit. It is anticipated that LGA will make reference to the component auditor's report in the group audit report. Should LGA find it necessary to assume responsibility for the component auditor's work, the terms, if any, shall be negotiated under a separate addendum to this contract.
- f) The component auditor shall follow the ethical requirements of *Government Auditing Standards* and affirms that the component auditor is independent to perform the audit and will remain independent throughout the course of the component audit engagement.
- g) The component auditor affirms that the component auditor is professionally competent to perform the audit. LGA may confirm certain aspects of the component auditor's competence through the Tennessee State Board of Accountancy.
- h) The component auditor will be contacted via email by the LGA's Audit Review Manager with the estimated date of the conclusion of LGA's audit of the county government. The component auditor agrees to **update subsequent events** between the date of the component auditor's report and the date of the conclusion of LGA's audit of the county government. Additional subsequent events should be communicated via email to LGA's Audit Review Manager.
- i) The component auditor shall read LGA's audited financial statements for the county government for the previous fiscal year noting in particular **related parties** in the notes to the financial statements, and **material misstatement** findings in the Findings and Questioned Costs Section. The previous year audited financial statements can be obtained from the Comptroller's website at www.comptroller.tn.gov. As required by generally accepted auditing standards, we have identified Management Override of Controls and Improper Revenue Recognition as presumptive fraud risks. The component auditor shall communicate to LGA (i.e., group management) on a timely basis **related parties** not previously identified by the group management in LGA's prior year audited financial statements. Related parties should be communicated via email to LGA's Audit Review Manager.
- j) The component auditor's report should not be restricted as to use in accordance with AU-C 905.
- k) Sections 1-7 and Sections 10-14 of this contract are also applicable to the component auditor during the performance of the component audit.

9. **Municipal Chart of Accounts Crosswalk.** The provisions of Section 9 relate exclusively to contracts to audit of a municipality, municipality's fund(s), and municipality's school board of education. The auditor shall convert respective municipal audited financial data into a condensed chart of accounts by use of a Microsoft Excel crosswalk tool prescribed by the Comptroller of the Treasury, State of Tennessee, **or** if a respective municipality, municipality's fund(s), or municipality's school board of education chooses to convert their own audited financial data by use of the crosswalk, the auditor shall verify the accuracy of their conversion. The completed condensed chart of accounts crosswalk in Microsoft Excel format shall be filed with the Comptroller of the Treasury, State of Tennessee, by the auditor when the audited financial report is submitted.

10. (Intentionally Left Blank).

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below.

Fixed Contract Fee: Audit: \$14,950.00

Municipal Chart of Accounts Crosswalk: \$0

Total Fixed Contract Fee: \$14,950.00

Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

12. As the authorized representative of the firm, I do hereby affirm that:

- our firm and all individuals participating in the audit are in compliance with all requirements of the Tennessee State Board of Accountancy and;
- our firm has participated in an external quality control review at least once every three (3) years, conducted by an organization not affiliated with our firm, and that a copy of our most recent external quality control review report has been provided to the organization and the office of the Tennessee Comptroller of the Treasury approving this contract;
- all members of the staff assigned to this audit have obtained the necessary hours of continuing professional education required by *Government Auditing Standards*;
- all auditors participating in the engagement are independent under the requirements of the American Institute of Certified Public Accountants and *Government Auditing Standards*.

13. This writing, including any amendments or special provisions, contains all terms of this contract. There are no other agreements between the parties hereto and no other agreements relative hereto shall be enforceable, unless entered into in accordance with the procedures set out herein and approved by the Comptroller of the Treasury, State of Tennessee. In the event of a conflict or inconsistency between this contract and the special provisions contained in paragraph 10 of this contract, the special provision(s) are deemed to be void. Any changes to this contract must be agreed to in writing by the parties hereto and must be approved by the Comptroller of the Treasury, State of Tennessee. All parties agree that the digital signatures, that is, the electronic signatures applied by submitting the contract, are acceptable as provided for in the Uniform Electronic Transaction Act. Any paper documents submitted related to this contract will be converted to an electronic format and such electronic document(s) will be treated as the official document(s).

14. If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

Audit Firm

By _____
Signature

Title/Position: _____

E-mail Address: _____

Date: _____

Governmental Unit or Organization

By _____
Signature

Title/Position: _____

E-mail Address: _____

Date: _____

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By _____

Date: _____

February 2023

Agenda Item Title: Flooring Renovations at Mitchell-Neilson Elementary School: Agreement with Romach, Inc.

Board Meeting Date: June 10, 2025

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☐ |
| Action Item | ☒ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☒ No ☐

Summary

In May 2025, the City of Murfreesboro Purchasing Department issued Invitation to Bid No. ITB-41-2025 on behalf of Murfreesboro City Schools for the removal of tile and sealing of concrete flooring at Mitchell-Neilson Elementary School. Three vendors submitted bids in response. After reviewing the proposals, Romach Inc. was determined to be the lowest responsive and responsible bidder. The proposed contract is submitted to the Board for approval.

Staff Recommendation

Approve agreement with Romach, Inc. for Flooring Renovations at Mitchell-Neilson Elementary School

Fiscal Impact

The project cost is \$244,207.00. Funding for this project will be provided through County Shared Bond funds.

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



NOTICE OF AWARD

Owner:	City of Murfreesboro	Owner's Contract No.:	
Contractor:	Romach, Inc.	Contractor's Project No.:	ITB-41-2025
Project:	Flooring for Mitchell-Neilson Elementary	Contract Name:	Mitchell-Neilson Elementary Flooring
		Effective Date of Contract:	Anticipated June 6, 2025

TO CONTRACTOR:

You are notified that Owner has accepted your Bid dated May 29, 2025, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the above-mentioned Project.

The Total Contract Price of the awarded Contract is \$244,207.00. The Contract price includes \$232,578.00 based on the bid submitted on May 29, 2025, as well as a 5% Owner's Contingency of \$11,629.00, to be used solely at the Owner's discretion. Contract Price is subject to adjustment based on the provisions of the Contract.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders Section 1.46 and 1.47 and in the Sample Agreement, Sections 4 and 5 and Exhibit A. Payment and Performance bonds should be left undated.
2. Other conditions precedent (if any): N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited, if applicable. Upon Receipt and Approval of the required bid security, Owner will send Contract Documents for signature via DocuSign for execution by all parties.

Owner: City of Murfreesboro

By: _____

Shane McFarland, Mayor

Opened 05/29/2025

Bid Tabulation Sheet
For
ITB-41-2025 Mitchell-Neilson Flooring

Contractors	Price Unit/total	Contractor's License	Iran Divestment /Israel Non- Boycott	Non- Collusion Affidavit	Drug Free Workplace	References	Signature Sheet	Vendor Info Sheet	Bid Bond
BJB Construction	\$270,348	√	√	√	√	√	√	√	√
Rice Construction	\$261,450	√	√	√	√	√	√	√	√
Romach Inc	\$244,207	√	√	√	√	√	√	√	√

Recommend Award to: Romach, Inc.

Amount of: \$244,207

Bid Opened by: Marina Rush/ Purchasing Analyst

**Agreement
for
Flooring at Mitchell-Neilson Elementary**

This Agreement is entered into and effective as of _____ (the "Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Romach, Inc.**, a for-profit corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document;
- ITB-41-2025- Flooring at Mitchell-Neilson Elementary issued May 6, 2025 (the "Solicitation");
- Contractor's Proposal, dated May 29, 2025 ("Contractor's Proposal");
- Contractor's Price Proposal, May 29, 2025 (the "Price Proposal"); and
- Any properly executed amendments to this Agreement.

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

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation;
- 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 labor ("Services") to relocate existing furnishings at areas of work, remove all existing carpet and tile flooring and adhesive at areas designated, inspect, grind, stain and polish existing concrete floors, and move furnishings back at Mitchell-Neilson Elementary at 711 West Clark Boulevard, Murfreesboro, TN in accordance with the Contractor's Proposal dated May 29, 2025, City's Solicitation dated May 6, 2025, and Price 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 a competent resident superintendent on the work site at all times during work progress. 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 in 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 the 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.

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
 - 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.
 - d. 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 from the date of the Notice to Proceed to July 21, 2025. **All work must be completed by July 21, 2025.** Contractor's services may be terminated in whole or in part:
 - a. Upon 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.

- a. Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Contractor's bid submitted in response to ITB-41-2025, which reflects a base price of Two Hundred Thirty-Two Thousand Five Hundred Seventy-eight dollars and zero cents (\$232,578.00) ("Base Price").
- b. The City has established an Owner's Contingency for the Scope of Work equal to five percent (5%) of the Base Price, totaling Eleven Thousand Six Hundred Twenty-Nine Dollars and Zero Cents (\$11,629.00). The Owner's Contingency is under the exclusive control of the City, and the City retains sole discretion to determine whether to allocate funds from the Owner's Contingency to changes in the Scope of Work or such other changes for which the Contractor may be entitled to receive a change order under this Agreement. No portion of the Owner's Contingency shall be available to Contractor as compensation for any Goods or Services without the prior written approval of the City Manager. .
- c. 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 Facilities Maintenance, 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 one hundred percent (100%) of the Base Price 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 thirty (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. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

6. **Liquidated Damages.** Time is of the essence in the performance of this Agreement. The Contractor acknowledges that the City will sustain substantial damages if the work is not substantially complete by July 21, 2025, (the “Substantial Completion Date”) including, but not limited to, interference with scheduled operations of Murfreesboro City Schools, potential delay in building occupancy, and administrative costs. Because the extent of such damages would be difficult or impossible to determine with precision, the parties agree that, in lieu of actual damages, the Contractor shall pay the City liquidated damages in the amount of Two Hundred Dollars (\$200.00) per calendar day for each day of delay beyond the Substantial Completion Date.

- a. For purposes of this section, “Substantial Completion” means that the work has been completed to the extent that the City can use the project or designated portion thereof for its intended purpose, subject only to minor punch list items. The determination of Substantial Completion shall be made by the City or its designated representative.
- b. The City may deduct liquidated damages from any amounts due or to become due to the Contractor. The assessment of liquidated damages shall not preclude the City from exercising any other rights or remedies available under the Contract or at law, except that the City shall not be entitled to recover actual damages for delay in addition to liquidated damages.

7. **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.

8. **Notices.**

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

If to the City of Murfreesboro:	If to Contractor:
City Manager	Romach, Inc.
City of Murfreesboro	Attn: Nathan Morgan, President
111 West Vine Street	237 W Northfield Boulevard
Murfreesboro, TN 37130	Murfreesboro, TN 37129
	nmorgan@romachconst.com

9. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time

and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

10. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
11. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
12. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
13. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
14. **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.
15. **Confidentiality of Records.** All educational records created, disclosed or maintained pursuant to the terms of this contract are confidential and shall be created, disclosed and maintained pursuant to the provisions of Family Educational Right to Privacy Act, also known as FERPA (20 U.S.C.A. s1232g), its regulations and Board Policy.
16. **Background Checks.** Contractor shall comply with T.C.A. §49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
17. **Tobacco Free Policy.** Pursuant to Murfreesboro City School Board Policy 1.803, the use of tobacco and tobacco products, including smokeless tobacco, are prohibited on all Murfreesboro City School properties.
18. **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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **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

ROMACH, INC.

By: _____
Shane McFarland, Mayor

By: _____

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: Tentative Assignment List 2025-2026

Board Meeting Date: June 10, 2025

Department: Human Resources Department

Presented by: Maria Johnson

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

Board policy 5.115 requires that the Board be notified of all transfers. The attached document outlines the tentative placements of school-based staff for the 2025-2026 school year as of Wednesday, June 4, 2025.

Staff Recommendation

This report is for informational purposes only.

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

School Name: **Black Fox Elementary**
2025-2026

vacancy **new hires in progress** **currently over**

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
4	3	2	0	7	7	6	6	7	5	3
Hannah Bowe	Lori Cantrell	Amanda Grimes		Ashlee Reep		Francesca Graffeo	Courtney Baker	Kim Gambill	Sarah Beth Glover	Teresa Rotella
Shelby Jordan	Holly Willard	Devon Ryan		Rebecca Hemans	Sara Beth Martin	Rhonda Melson	Jessica Codispoti	Jamie Helta	Ashley Prymek	Teresa Jones
Ashley Varghese	Brayleigh Buckner			Lori Johnson	Lacy Stroh	Carrie Newberg	Kelsey Graves	Carrie Partin	Kim Nelson	Megan McNulty
Hannah Dunlap				Tymora Key	Katie Peek	Becky Smith	Allison Proctor	Kristy Lewis	Missy Wood	
				Lauren Leonard	Lauren Washington	Beth Utter	Elizabeth Tucker	Ashlee Barnes	Gretchen Campbell	
				Aubrey Sanderson	Jessy Ford	Sidney Herbert	Catherine Paige Gitchell	Lisa Oswald		
				Julie Jaramillo	Janice Martino			Christan Lee		

24/25 EOY TERMS
Melissa Bradshaw
Allison Hooper
Rhiannon Jester
Maleah Owens
Jessica Blanscett

Transfers OUT
Sarah VanHorn
Stacy Flora
Kim Garrett

Transfers IN
Hannah Dunlap
Jasmine Hailey

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Sanita Smith
	Art Teacher	
	Music Teacher	Amy Swanson
	P.E. Teacher	Jessica Davenport
27-33	Additional P.E.	Kyle Jones
34-40	Additional Special Areas Teacher	Dennis VanDyke (Music)
41-45	Additional EA for Special Areas	Sarah Simmons
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.6	2	1	7	1	2
Tammy Stout		Paige Pritchard	Dan Wing	Leann Story	Caren Evans
Kristi Knitter (.6)	Jon Simmons		Tanja Chabries		Christi Kennedy
			Lisa Wright		
			Beverly Sanford		
			Zachary Trull		
			Rebecca Ketner		
			Jasmine Hailey		
Permanent Sub: Julie Manayan					

EAs and Other Classified

Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	10 (2 per class avg)	1 (as needed)	1	0	2 (1 per class)	8	0.67	0.33	1
Lashon White (FED)	Maegan Crabtree	David Wilson	Christie Green		Tammy Dixon	Sarah Jacobs	Olivia Hatcher	Zenobia Craig	Beverly Bartkowiak
Rebecca Peters (FED)	Dena Haskins				Janice Ward	Lisa Lowe	Vanessa Ford		
Bridget Lowe	Vikki Howse					Ladayshi Gates			
	Tracy Johnson (FED)					Geralyn Mason			
	Stephanie Lemmer					Kimberly Scruggs			
	Sandra Menchaca					Christine Vongphakdy			
	Nanouka Williams					Pons Phrommala			
	Wykela Smith					Kylie Graves			
	Annie Bibbin								
	Thaw Bwe								

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Tina Cox	Joyce Lawrence	Amy Ouellette		Tae Hammonds

Title 1 Funded		Over Staffed Positions
Instructional Coach	Jon Simmons	
Interventionist	Christi Kennedy	

School Name: **Bradley Academy**
2025-2026

vacancy **new hires in progress** **currently over**

TEACHERS											
BEST CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade	
2	2	0	0	3	3	3	3	3	3	2	
	Cassie Holt			Rachel Bernstein	Rachel Carter	Macari Harrison	Shannon Linell	Tkaira Davis	Macy Barrett	Savannah Sugg (ELA/SS)	
	April Senkow			Ginny Urban	Ibby Green	Marina Dupes	Bethany True	Kayla Allison	Taylor Jones	Meredith Patrum	
					Maeson Anderson	Ginger Hazelbaker	Haley Pugh	Sarah VanHorn	Allison Nivison		

24/25 EOY TERMS	Transfers OUT	Transfers IN
Billie Jo Thompson		Sarah VanHorn
Abbie Cagle		Kim Garrett
Julia Bennett		Rana Al Hassan
		Willie Davis
		Asia Faraq

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
BR SPECIFIC	Drama Teacher	Kristen McMullin
	Media Specialist	Dana Stem
	Art Teacher	Kim Garrett
26 or less	Music Teacher	Abigail Miller
	P.E. Teacher	Kobe Timberlake
27-33	Additional P.E.	
34-40	Additional Special Areas Teacher	
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.2	1.4	0.5	3.5	1	2
Tracy Adams	Crystal Landis	Shelby Harrell (.6)	Jessica Peterson	Brittany Donaldson	Kimberly West
Ashley Stone (0.2)	Warren Frye .4		Madison Kane		Mary Beth Young
			Melissa Pena		
			0.5		

Permanent Sub:	Maia Vanzant
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EAs and Other Classified

Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
2 (1 per class avg)	4	as needed	1	0	0	4	0	0.33	1
Heather Tomes	Rana Al Hassan		Tiffanie Temple-Rudgley			Lei Bautista		Glendon Swann	Theresa Stripling
Mercedes Broiles	Asia Faraq					Fifi Dadson			
	Willie Davis					Florence Smith			
						Merlita Sabir			

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Dawn Hudson	Desiree Keith	Michelle Austin		Kennan Billups

Title 1 Funded	Over Staffed Positions
Warren Frye	
Mary Beth Young- Intervention and Title 1	

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
4	3	0	0	6	6	6	7	6	5	2
Alex Piper	Kristy Timberlake			Angela Bingham	Hannah Head	Dannielle Toney	Shae Miga	Leah Goolsby	Laura Caylor	Tom Tasher
Helen Belcher	Denise Perkins			Laura Gavin	Mahala Brandt	Betsy Lynch	Karla Steward	Charlise Woodson	Jaqueline Keller	Christine Barnes
Presley Berry	Gina Williams			Nichole Miles	Tessa Person	Tina Broughton	Danielle Gregory	Rebecca Nuckles	Leatha Fielder	
				Trisha Lunte	Johnathan Baggett	Carrie Smith	Stephanie Kubeck	Brandin Powers	Starla McKnight	
				Nedra Long	Emily Hines	Jordan Placentia	Malia Rankins	Mitchell Robertson		
				Christina Blane	Leah Sexton	Laura Zika	Evan Hill			
						Janita Hendricks	Akiye McTaw			

24/25 EOY TERMS	Transfers OUT	Transfers IN
Katelyn Gross	Nicollette Sanders	Jordan Placentia
Megan Rose	Tyler Pittman	Lori Crawford
Keeley Dearing		
Courtney A Smith		
Shelby Bourgeois		
Anna Johnson		

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
	Media Specialist	Latasha McFarland
	Art Teacher	George Popovich
	Music Teacher	Carolene Goff
	P.E. Teacher	Derek Johnstone
26 or less		
27-33	Additional P.E.	Hillary Nunley
34-40	Additional Special Areas Teacher	Mareen Pfeiffer-Hoens (STEM)
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.5	1	1.5	4	1	2
Amber Herrick	Suzanne St. John		Jessica Wing	Natonya Bragg	Taba Karna
Lori Crawford (0.5)		Grace Rogers (.5)	Zena Mohsen		Michelle Folis
			Petrina Smith		
			Jenny Williams		

Permanent Sub: Deborah Goodridge

EAs and Other Classified									
Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	9 (2 per class avg)	1 (as needed)	1	0 (2 per class)	0	6 (opted to move 7th EA into 3 MDAs)	0.99	0.33	1
Taisha Murray	Tara Tedder	Tabitha Rodriguez	Susan Brandon			Laura Brown	Lauren Shingledecker	Rose Amerson	Laura Merk
Meghan Rayborn	Cheyenne McAdoo					Sheba Cantrell			
	Makeva Johnson					Katrina Caldwell			
	Kelsee Phelps					Deanna Mazur			
	Maysoun Kayed					Susan James			
	Reid Halliburton					Hannah Hoffman			
	Vanera Nutsubidze								
	Isabella Sepulveda								
	Ashley Wilson								

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Ashley Goodin	Beth Velandra	Tonya Barnard		Dana Nunley

Title 1 Funded	Over Staffed Positions

School Name: **Cason Lane Pre-K Building**
2025-2026

VPK Teachers	IPK Teachers
4	4
Meredith Warrington	Maggie Speer
Stacy Flora	Anna Beth Phillips
Jessica Wright	Amanda Martin
Ellen Summers	

VPK EA	IPK EA
4	8 (2 per class)
Yeni Ghozali	Nicole Smith
Amber Corrigan	Beth Burton
Elizabeth Garren	Codianna Fry
Donna Jarabek	Jaclyn Nicholson
	Miami Hazeem
	Angela Zewicky
	Melissa Martin
	Kalinda Clippard

SPEECH
0.5

FLOATING EA
1
Mariana Ibriham

MDA
.33 (addt 1-1 EA line)
Sue Hooter

Office EA
1
Tiffany Litvjak

Nurse
1
Samantha Charland

Perm Sub
1
Maureen Kesselring

24/25 EOY TERMS

Maureen Kesselring (moved to perm sub)
Cindy Jester

School Name: **Discovery School**
2025-2026

vacancy **new hires in progress** **currently over**

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
0	1	0	0	3	3	3	3	3	3	1
Craig Nelius				Kristen Jackson	Ciara Burnett	Hannelore Dickerson	Karen Cook	Mary Dobbs	Amy Ritter	Ty Wallace
				Tiara Vance	Jenny Newsome	Bridgett Wright	Neely Embree	Debra Kaiser	Lauren Fluharty	
				Kelsie Harris	Emily Petty	Jamiah Sisney	Allison Harris	Shea Payne	Jennifer Hickson	

EOY Terms **Transfers IN** **Transfer OUT**
Alison Harris Michelle Lloyd
Lori Crawford

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Elizabeth Shepherd
	Art Teacher	Aimee Hall
	Music Teacher	Kelley Kleppinger
	P.E. Teacher	Lori Turnbow
27-33	Additional P.E.	
34-40	Additional Special Areas Teacher	
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.2	1	0.5	0.5	1	0
Kelsey McKnight	Rachel Cairo	Hailee Truelove	Victoria Buelow	Jennifer Lanier	
Lori Crawford (0.5)					

Permanent Sub:	David Sellers
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EAs and Other Classified									
Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
0	0	0 (as needed)	1 (+ 1 extra)	0	0	4	0	0.33	
Beth Warren and Bethany Holt						Amy London	Amanda Collins		
						Carson Farley			
						Priti Patel			
						Shanna Johnson			

Attendance Secretary	Bookkeeper	Office EA	Discovery Funded EA	Calm Coach
1 per school	1 per school	1 per school	.33 DS, .66 MCS	1
Melissa Olsen	Tracy Giles	Trish Huffine	Julie Seymour	Dierdri Matteson

Title 1 Funded	Over Staffed Positions

School Name: **Erma Siegel Elementary**
2025-2026

vacancy **new hires in progress** **currently over**

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
3 (+1 Deaf Ed)	3	0	2	8	7	7	7	8	7	0
Brittany Jackson	Emily Quinones		Kalyn Choate	Jennifer Wells	Rebecca Green	Rachel Pepper	Lucy Bridges	Melanie Brogli	Pam Earls	
Lauren Anderson	Carrissa Crismon			Anna Pearcy	Jennifer Marlatt	Alexandria Miller	Andrea Bell	Lynne Frantz	Michelle Paty	
Elizabeth Bolden	Elizabeth Johnson			Kim Taylor	Ashley McCarver	Joseph Baughman	Sandra Clemmons	Morgan Burgess	Clinton Staggs	
Jill Taylor (FED)				Rachel Haynes		Allee Staggs	Amanda Masters		Patric Thomas	
				Tracy Bates	Kelley Wilson	Krista Murphree	Devontae Kelley	Jennifer George	Angela Pope	
				Jennifer Campbell	Dan Honeyman	Winter Surbeck	Morgan Clemmons	Nicole Jones	Jennifer Hokanson	
				Erin Sweeney	Terrilyn Noblin	Abby Garrett	Grace Heath	Kayla McMahan	Jamie Clark	
				Darinka Beggin				Gwendolyn Ferrell		

24/25 EOY TERMS	Transfers IN	Transfers OUT
Margaret Reed	Darinka Beggin	
Robin Thomas Alston	Emily Gandy	
Sarah Glass		
Chelsea Tatum		

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Rainbow Saupe
	Art Teacher	Jessica Galligani
	Music Teacher	Mark Hale
	P.E. Teacher	Lance Pearcy
27-33	Additional P.E.	Alysia Jenkins
34-40	Additional Special Areas Teacher	Rachel Friedman
41-45	Additional EA for Special Areas	Wendy Haight
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.6	1	1.5	2.5	1	1
Morgan Ouellette	Brandy Cheatham	Emily Thomas	Brittany Holloway	Ashley Archer	Eryn Wilson
Brittany Davison (0.6)		Kimberly Kaup	Jessica McBeth		
Victoria Buelow					

Permanent Sub:	
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EAs and Other Classified									
Sp.Ed. Resource/ T4 EAs	CDC/ TS EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	6 (2 per class avg)	1 (as needed) + 1 interpreter and 1 deaf ed EA	2	4 (2 per class)	0	8	0	0.33	1
Calvin Buntyn	Amy Cooper	Cassidy Elliott	Emily Fisher	Christina Paul (FED)		Michelle Burtner			Melissa Young
Jessica Johnson	Shirley Green	Emily Potts (deaf ed)	Leslie Honeyman	Brooke Florence (FED)		Taylor Crutcher			
Aislan Hay	Kate Todd	Angela Hegstrom (interp) (FED)		Theresa Prickett		Kristy Fleishman			
	Rachel Niles (FED)			Rebecca Perez		Jean Sanders			
	Ryan Green					Julie Sulkowski			
	Christina Yanis					Melissa Bridges			
						Robin Rawson			
						Sophie Good			

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Cindy Price	Julie Montalbano	Heather Lawson		Emily Gandy

Title 1 Funded	Over Staffed Positions

School Name: **Hobgood Elementary**
2025-2026

vacancy **new hires in progress** **currently over**

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
2	2	0	0	5	5	6	5	5	5	3
Ashley Love	Angela Wilson			Aubrey Denton	Andrea Chamblee	Michelle Barrett	Nate' Hardin	Kelsey Curtis	Narrissa Franklin	Kimberly Neal
Charlotte Cruesoe	Bre Clark			Nicole Dyke	Aerial Davie	Kristin Brown	Bailey Rose	Jodi Motley	Latoya Avent	Richard Hawkins
				Sydney Fabbri	Catherine Lephew	Amy Brooks	Kellyn Parks	Brandi Holt	Elizabeth Cain	Quintella Jordan
				Sue Junker	Martin Ridgley	Olivia Calvo	Traci West	Brittany Leal	Brian Truax	
				Cheri Purdie		Jillian Wiemann	Samantha Baldwin	Avery Land		
						Barbara Arnold				

24/25 EOY TERMS
Monica Clemente Paredes
Quinn Kordyjaka
Melissa Shelley
Alissa Lynch

Transfers IN Bre Clark
Transfers OUT

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Courtney Mobley
	Art Teacher	Deidra Potter
	Music Teacher	Amy Royer
	P.E. Teacher	Meredith Prater
27-33	Additional P.E.	Genevieve Borendame
34-40	Additional Special Areas Teacher	April Greene (steam)
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.4	2	1	5	1	2
Tres Holmes	Dameeka McClish	Sara Bissell	Jesus Alvarez Lopez	Ashley Fisher	Kristen Treinen
Kristi Knitter (.4)	Susan Watson		Christina Roman		Terri Guess
			Dena Kimberly		
			Kennye Holt		
			Nakita Murray		

Permanent Sub:	Danielle Tsang
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EAs and Other Classified

Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	4	2 (as needed)	1	0	0	6	0.67	0.33	1
Summer Stewart	Felicia Washington	Rickee Roper	Marvelyn Kinzer			Isis Nassif	Nely Luna	Theresa Porter	Riley Clark
Debra Jones	Tiara Talley	Melvin Williams				Valerie Hopper			
Linda Alsup	Ashley Rouch					Carolyn Howse			
	Melissa Patterson					Brook Day			
						Jaylyn White			

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	1	1
Shavon Thomas		Rebekah Galinat	Mark Burnham	Cathy Kelton

Title 1 Funded	Over Staffed Positions
Susan Watson	
Terri Guess	
Mark Burnham	

School Name: John Pittard Elementary
2025-2026

vacancy new hires in progress currently over

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
4	3	2	2	5	6	6	7	6	6	3
Delynn Shiarla	Rebecca Garretson	Melissa Rising	Amanda Joseph	Laura Mann	Cayce Sullivan	Deborah Collier	Jordan Ownby	Shirelle Ford-Jackson	Jordan Madewell	Victoria Morse
Anna Kobylecki (FED)	Savannah Johnson	Rebecca Manning	Julie Caster	Ayanna Claybrooks	Melissa Galigani	Amy Brown	Erica Calhoun	Jenny Beets	Riley Nethercut	Marc Harris
Georgina Arnold	Jamesia Page			Shelby Bramblett	Lauren Ivey	Rebekah Tate	Kristy Mall	Jalissa Nevels	Tonya McLane	Francina Jackson
				Tisha Parker	Amber Robinson	Tatum Hartley	Lisa Carney	Mary Beth Skipworth	Jennifer Watson	
				Kelsie Turner	Whitney Wilson	Brent Estes	Joshua McGee	Breanna Rojas	Isabella Rayfield	
					Jessica Buchanan	Sarah Lutz	Kellie Spring Harris		Kelly Stewart	
							Kaycie Jones			

24/25 EOY TERMS	Transfers IN	Transfers OUT
Robyn Jernigan	Nermin Tawadros	Hannah Dunlap
Melissa Siler	Dawn Pierson	Madeline Rodgers
Nariman Ismail		Beth Burton
		Bess Turner

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Sara Roediger
	Art Teacher	Sasha Burnette
	Music Teacher	Valerie Rains
	P.E. Teacher	Stan Grimes
27-33	Additional P.E.	Regan Higgs
34-40	Additional Special Areas Teacher	Luke Hill
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.6	1	1.5	3.5	1	2
Kalii Roller	Sarah Easterly	Grace Rogers (.5)	Moussa Saleh	Heather Wilson	Melissa Scates
Ashley Stone (0.6)		Natalie Pointer (FED)	Alma Salazar		Noelle Bleecker
			Whitney Dixon		
			0.5 Kenne McWhorter		

EAs and Other Classified									
Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	8 (2 per class avg)	0 (as needed)	1	4 (2 per class)	2 (1 per class)	7	0.34	0.33	1
Cheryle Savage	Kayla Thomason		Tera Warren	Tammy McElroy	Jane Kolendriski	Lisa Thomas			Evelyn Howse
Sara Lynn Keller	Amy Poppele			Cheryl Pitman	Justine Bain	Kim Hamilton			
Dawn Pierson	Duena Parker (FED)			Aimee Obotte		Faye (Phelma) Brown			
	Deontaye Bibbs			Jazmyne Maniphonh		Kaye Varns			
	Mary Dunkin					Kendra Burney			
	Cameren Snelling (FED)					Kristi Merrit			
	Mary Springer					Nermin Tawadros			
	Elana Sroka								

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	2	1
Lisa Gossage	Ashlee Young	Vicky Young		David Ownby
			Jwan Mustafa	

Title 1 Funded	Over Staffed Positions
Jwan Mustafa	
Noelle Bleecker	

School Name: Mitchell Neilson School
2025-2026

PRIMARY

ELEMENTARY

vacancy

new hires in progress

currently over

TEACHERS

BEST CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
2	3	2	2	5	5	5	5	4	4	2
Katherine Dodson	Jennifer McDonald	Amy Adcock	Jessica Hixson	Summer Griggs	Keira Logan	Amanda Arnold	Sydney Rawls (Dewberry)	Ashley Walker	Adam Duggan	Olivia Amos-Wordlaw
Annie Marlette	Karissa Rogers	Jan Gillum	Gina LaClivia	Madison Byrd	Jayla Hancock	Jennifer Harris	Heather Curry	Elizabeth Truesdell	Correy Brown	Ashley Mushamba
	Lara Clementi			Michelle Slusher	Kathy Tennant	Emma Poppe	Regan Smith	Kaitlyn Ashby	Emily Crook	
				Sarah Branch	Renarda Singleton	Haley Brotherton	Amy Oliver	Kaitlyn Carter	Anita Morton	
				Ayarri Cox	Aubrey McDade	Mary Kathryn Martin				

24/25 EOY TERMS	Transfers IN	Transfers OUT
Debbie Pulido		Kelly Babb
Shareen Staples		Nermin Tawadros
Gwen Statz		Grace Ussery
Jeanna Racquel		Leonetta Johnson
Leslie Thomas		Anthony McAdoo
		Rana Al Hassan
		Asia Faraq
		Willie Davis

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
	Media Specialist	Kim Margetjak
	Art Teacher	Amanda Sifers
	Music Teacher	Jessica Scruggs
26 or less	P.E. Teacher	Bill Hockenberry
27-33	Additional P.E.	Edward Sally
34-40	Additional Special Areas Teacher	
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.5	2	1	3	1	2
Gina Keene	Sarah Johnson		Carey Horton	Lovetta Victory	Kendra Eller
0.5	Warren Frye.6		Christy L Moore		Jenae Todd
			Ashlee Nebel		

Permanent Sub MNP:	Brianna Bledsoe
Permanent Sub MNE:	

EAs and Other Classified

Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	4 (2 per class avg)	4 (as needed)	1	4 (2 per class)	2 (1 per class)	5	0.99	1 EA	1
DeeQuessia Locke	Kaylie Okafor (FED)	Maria Rivero	Edward Buck Hodgson	Laura Contreras	Kyle Tuck	Jennifer Lloyd	Tabarak Mohammad	Lori Lehman	Brianna Paradise
Connie McAdoo	Crystal McClintock (FED)	Karin Wester		Rachel Smith	Patricia Smith	Marvette Webb	Alanna Johnson		
primary	Pam Murphy	John Neal		Bj Robertson		Natalie Harris	Jacquetta Fields		
	Sabrina Newman (FED)	Nevaeh Courteaux		Valentina Johnson		Andrew MacDavid			

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	2 (1 per school)	4	2
Tracy Faulk	Sherry Givens	Sarah Davis	Cheryl Smith	Michael Reyes
		Summer Bowman	Jenna Reyes	Lydia Tomeny
			Ashley Adams	

Title 1 Funded	Over Staffed Positions
Cheryl Smith	
Jenna Reyes	
Ashley Adams	
Warren Frye	

School Name: Northfield Elementary
2025-2026

vacancy new hires 24/25 currently over

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
4	3	2	1	5	6	5	5	5	4	2
Aleshia Williams	Jennifer Leathers	Kathy Urbina	Jernika Frazier	Pamela Truitt		Laine Barefoot	Rosalind Demonbreun	Zahria Buchanon	Marisa Maralescu	
Amee Cantrell	Tracie Gossen	Nichelle Shelton		Emily Weber	Melissa Bryant	Alycia Munpanthavong	Laurie Strickland		Jared Shelton	
Jillian Kennamer (ONLY K-1)	Sonya Mussnug			Emily Brown	Neely McPherson	Kelly Harris	Ryan Palombo	Emily Butler	Katherine Hooks	
Brenda Taylor				Sharieka Frazier	Rebecca Young	Morgan Clay	Nell Simpson	Shelby Snyder	Jenny Whitehead	
				Staci Young	Bryanna Lyons	Emily Wombles	Caitlin Anderson	Anna Leach		
					Talya McCullough					

24/25 EOY TERMS
Olivia Boylan
Donna Karrh
Melissa Lubash
Janet Paschal
Susan Baker
Kara Nelms
Tammy Case
Lisa Morgan
Aimee Regnier
Yasmine Underwood
Idara Udofia
Chalonda Parker
Mary Orcutt
Abby Smith
Mackenzie Hager

Transfers OUT
April Bloodworth
Dawn Pierson

Transfers IN
Tyler Pittman
Anthony McAdoo

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Caroline Houchens
	Art Teacher	Erin Hartsfield
	Music Teacher	Melanie Noe
	P.E. Teacher	Lauren Beard
27-33	Additional P.E.	Rachel G Latimer
34-40	Additional Special Areas Teacher	Jolyn McWhorter (steam)
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.4	1	1.5	2	1	2
Natalin Hammond	Jessica Novak	Kelly Ruth	Basma Hassan	Jennifer Scott	Erin Robinette
Brittany Davison (0.4)		Shelby Harrell	Luke Dickerson		title

Permanent Substitute:	Zoey Moore
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EAs and Other Classified									
Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	8 (2 per class avg)	6 (as needed)	1	2 (2 per class)	2 (1 per class)	6	0.34	0.33	1
Anthony McAdoo	Melissa LaForce	Josie Pennington		Kellessa Carruthers (FED)	Julie Glinn	Janet Harden		Bonnie Brewer	Elizabeth Boham
Clarissa Hand	Julie Smith	Suzi Hull		Kanise Winton-Young	Glenda Smith	Dina Scharosch			
Heather Simmons (FED)	Jennifer Wallace	Shakita Simmons				Juqeta Harris			
	Misty Turner	Whitney Hill				Tyler Pittman			
	Nawal Abulaban					Andranee Haynie			
	Jackleen Waheeb					Jennifer Gendron			
	Jeniya Davis								
	Althea Downs								

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Angela Case	Melanie Schulte	Tracie Talmadge		LaPraise Watkins-Swader

Title 1 Funded	Over Staffed Positions	

School Name: Overall Creek Elementary
2025-2026

vacancy new hires in progress currently over

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
2	3	0	0	7	7	8	8	9	8	0
	Amanda Turnbo			Catrynia Gannon	Ty Batts	Brittany Souter	Jaidyn Bigelow	Anna McDonald	Karla Walton-Grove	
Gabrielle Gosnell	Paula Kyne			Sara Brown	Sabrina Kilgore	Alexandria Thornton	Taylor Ball		Gillian Baumgart	
	Kara Bergeron			Audrey Sanderson	Heather Perkins	Jaime Lowe	Emma Arnette	Hannah Hill	Tamara Cosby	
				Amber Earls	Elizabeth Owens	Hannah Blanks	April Bloodworth	Kasey Taylor	Abbey (Sanders) Brown	
				Bethaney McClatchey	Katherine Cox	Jazmyn Carothers	Raven Fiquett	Emily Plese	Margaret Smith	
				Khylee Harshman		Kyndal (Dossett) Noe	Anslee Smith	Leslie Frye		
				Katherine Minatra	Anita Spann	Caleb Jones	Emily Sharp	Amelia Payne	Lea Bartch	
						Traci Hammiel	Rachael Law	Melissa Horn	Chris Penrose	
							Austine Wagner			

24/25 EOY TERMS	Transfers IN	Transfers OUT
Darlene Poppele	Lea Bartch	Alison Harris
Bippy Tidwell	Chris Penrose	Christine Dillihay
Danya Pace	Julie Barbour	Lori Crawford
Lindsay Fisher	Leonetta Johnson	
Tasha Ballard	April Bloodworth	
Lora Wright	Jennifer Lavoie	
Maron Williams		
Lauren Haladyna		
Whitley Troutman		
Lynne Billington		
Leigh Casey		
Madison Sharp		

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
	Media Specialist	Christy Honey
	Art Teacher	Rita Myers
	Music Teacher	Erica Shreeve
26 or less	P.E. Teacher	Dan Hoyt
27-33	Additional P.E.	Theresa Witsman
34-40	Additional Special Areas Teacher	Cathrine Gordon (music)
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	Alison Norton
49 and over	Additional EA for Special Areas	

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
2	1	1	3	1	2
Stephanie Van Winkle	Mallory Eaton	Abby Jones	Laura Leigh Foster	Jennifer Darling	Rebecca Sublett
Marian Evilsizer			Linell Linell		Rachel Holt
			Kristin Winters		

Permanent Sub (1):	Cassandra Wyrick
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EAs and Other Classified									
Sp.Ed. Resource/ T4 EAs	CDC/ TS EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	5 (2 per class avg)	as needed	1	0	0	9	0.33	0.33	1
Ashley Williams	Dana Pangle		Erin Jones			Mallory McCaffrey	Julie Barbour	Sara Wilkes	Amanda Fletcher
LaRissa Phillips	Kayla Alcorn					Chelsea Sullivan			
Amanda Menth	April Smith					Laurel Sanders			
	Hanan Khalifa					Miranda Sparkman			
	Katrice Farmer					Alison Roman			
						Tracy Ortega			
						Jennifer Lavoie			
						Melissa Bonner			
						Mallory Riley			

			Title 1 Funded Additional EAs	
Attendance Secretary	Bookkeeper	Office EA		Calm Coach
1 per school	1 per school	1 per school	0	1
Mary Bailey	Mandy Williams	Chasity Clagg		Leonetta Johnson

Title 1 Funded	Over Staffed Positions

School Name: **Reeves Rogers Elementary**
2025-2026

vacancy

new hires 24/25

currently over

TEACHERS

CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
2	2	0	0	4	4	3	3	3	3	0
Sara Irwin				Brianna Kucker	Christina Moore	Jennifer Hall	Robyn Trowbridge	Jackie Milligan	Matthew Clarady	
Lydia Alexander	Leslie Woods Hardy		Katelyn Harris	Nina Smith	Katie Stricklin	Kayla Roe	Kathie Brown	Jennifer Stanley		
			Alexis Pruitt	Lesley Norris	Tananda Lovitt	Johanna Hamblen	Lauren Gillespie	Breana McClain		
			Kylee Chamberlain	Sydney Hudson						

24/25 EOY TERMS

Transfers OUT

Transfers IN

Taylor Dowdy

Bre Clark

Shannon Gibson

Emily Gandy

Elizabeth Crowley

Donnetta Thompson

Krystal Carpenter

Mica Meyer

Anticipated Number of K-6 Classrooms for 2025-2026:

Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Amanda Robinson
	Art Teacher	Shannon Harvey
	Music Teacher	Lyric Stroup
	P.E. Teacher	Kaelin Dawson
27-33	Additional P.E.	
34-40	Additional Special Areas Teacher	
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	
49 and over	Additional EA for Special Areas	

School Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
1.2	1	0.5	1.5	1	2
Gloria Howard-Smith	Stephanie Stump	Hailee Truelove	Tena Bailey	Lynsey Gaston	
Ashley Stone (0.2)					Riki Webb

Permanent Sub:

EAs and Other Classified

Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
2 (1 per class avg)	4	1 as needed	1	0	0	4	0	0.33	1
Shahnela Hanif		Darla Gates	Angela Blankenship			Jessica Evans		Vicki Preston	Christy Wakefield
Lori Ross	Nelly Flores					Shannon Hofferbert			
	Edwina Simmons					Meaghan Aguirre			
	Ashley Murguia					Raeley Underwood			

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Ayanna Baylor Ratliff	Diana Stacey			

Title 1 Funded	Over Staffed Positions

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
2	3	0	0	8	8	7	8	8	8	2
Cooper Austin	Natalie Adcock			Beth Wood	Courtney Prigel	Kirstyn Tackett	Rachel Saatzer	Kayla Spray	Kayla Stephens	Lucie Abbott
Regina Fisher	Samantha Stehler			Betty Barham	Abigail Plucker	Jennifer White	Alexandria Hernandez	Sheri McElroy	Jessica Fletcher	
	Brandon Hamilton				Emily Cone	Suzanna Clayton	Lynette Armiger	Adriana Edell	Samantha Trotter	
				Hope Holcomb	Shelly Mangrum	Elizabeth Hughes	Kimberly Penrose	Katherine Campbell	Jennifer Ghedini	
				Janie Cunningham	Nicole Laura	Tristyn Wilson	Alyssa Baltz	Ikea James	Nathan Estus	
				Megan Fontenelle	Sarah McDaniel	Aubree Vitro	Taylor Modesitt	Hannah Spees	Angela Coffman	
				Tori Hess	Victoria Stroble	Christina Simmons	Joy Gallagher	Terren Powell	C. Shelbie Gregory	
				Samantha Bolden	Tameka Graham		Kelly Babb	Kayla Walls		

24/25 EOY TERMS

Kim Richardson

Tiana Mathavong

Kayelyn Gambles

Bailey Flint

Kathy Latondress

Cadana Harrison

Sydney Robinson

Jenie Black

Transfers IN

Kelly Babb

Transfers OUT

Darinka Beggin

Jasmine Hailey

Julie Barbour

Julia Smith

Emma Hitchcock

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Sarah Primm
	Art Teacher	Sarah Larson
	Music Teacher	Gary Welch
	P.E. Teacher	Rick Wood
27-33	Additional P.E.	Christopher Xavier Mastin
34-40	Additional Special Areas Teacher	Mitch Belusko (music)
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	Kimberly Kahle (steam)
49 and over	Additional EA for Special Areas	Rebecca Malone

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
2	1	1	4.5	1	2
Angela Bunyi	Taylor Brown	Lisbeth Daughtrey	Montina Robinson	Rachel Jones	Marie Loyacano
Blake Evans			Catherine Spann		Aiden Hansen
			Megan Decker		
			Rongying Chen .5		
Permanent Sub:					

EAs and Other Classified

Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
3 (1 per class avg)	5 (2 per class avg)	4 (as needed)	1	0	0	9	0.33	0.33	1
Michelle Harnish	Shannon Forbes	Tia Hicks	Angela Pito			Marsha Chapman	Tiffany Corlew	Lindsey Sanders	Abby McMann
Amy Hines	Alicia Tanner	Sam McClatchey				Sandra Watts			
Laura Riley	Brandi Wilkerson	Isabella Haugh				Jenna Maxfield			
	Gail Johnson	Candace Shaw				Daijah Hughes			
	Amira Joseph					Karrington Smith			
						Tiffany Brinkley			
						Jenny Creekmur			
						David Smith			
						Lindsey Bush			

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Kathy Todd	Kelsi Poplawski	Cindy Walker		Tanya Estrada

Title 1 Funded	Over Staffed Positions

School Name: **Scales Elementary**
2025-2026

vacancy **new hires in progress** **currently over**

TEACHERS										
CDC Teachers	Resource Teachers	VPK Teachers	IPK Teachers	Kindergarten	1st Grade	2nd Grade	3rd Grade	4th Grade	5th Grade	6th Grade
4	2	0	0	8	8	9	9	8	7	0
Jenna Kauffman	Amelia Sonderman			Rebecca Bushman	Heather Jacobs	Heather Mears	Paula Aronna	Lauren Hill	Connor MacNeil	
Amy McDaniel	Rachel McElhaney			Rebecca Demelfi	Klersten Kyne	Vanessa Hart	Jordan Davis	Carla Jackson	Rebecca Badeau	
Whitney O'Leary				Amber Kelly	Madison Basden	Sarah Swartzlander	Madeline Rodgers	Kimberly Christopher	Jessica Sorth	
Shelby Melton				Alyssa Miracle	Kimberly Phillips	Cathy Lively	Alexandria Martin	Andrea Tousignant	Joelie Young	
					Amanda May	Amber Robeson	Erin Russell	Sarah Eakes	Alisha Demumbreum	
				Holly Troglen	Chelsea Simmons	Emmy Gray	Julia M Smith	Johanna Romans	Elizabeth Lawson	
				Shauna Turner	Kelsey Bond	Kayla Embry	Megan Slinger	Cassandra Payton	Manivone Pasley	
				Melody Dunaway	Becky Johnson	Heather Anderson	Hannah Brasher	Savannah Phillips		
						Emma Hitchcock	Stephanie Stephens			

24/25 EOY TERMS	Transfers IN	Transfers OUT
Eric Bonner	Madeline Rodgers	Jordan Placentia
Brooke Searcy	Jasmine Hailey	Jacquese Davis
Andrea Pierce	Grace Ussery	
Candace McFarlane	Julia Smith	
Breinne Mudrack	Emma Hitchcock	
Alondra Mulero Dejesus		
Brystal Imsand		

Anticipated Number of K-6 Classrooms for 2025-2026:		
Number of K-6th Classrooms	Positions	Name
26 or less	Media Specialist	Amy Daniels
	Art Teacher	Ken Vanek
	Music Teacher	Tony Hartman
	P. E. Teacher	Richard Alexander
27-33	Additional P. E.	Sarah Bransford
34-40	Additional Special Areas Teacher	Ryan Stewart
41-45	Additional EA for Special Areas	
46-48	Additional Special Areas Teacher	Haley Layne (STEAM)
49 and over	Additional EA for Special Areas	Katina Knox

Guidance Counselor	Instructional Coach	Speech	ESL	Nurse	Intervention
2	1	1	8.5	1	2
Jennifer Carney	Sarah Todd	Allie Nelson	Kirsten Hunkapillar	Monica Smith	Abigail Chapman
Emily Bradley			Craig Offutt		Kayla Richards
			Stephanie Graves		
			Salome Matano		
			Jennifer DeFere		
			Amelia Wales		
			Rongying Chen .5		
			Jessica Euverard		
			Christie Jordan		

Permanent Sub:	Brandy Fugate
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EAs and Other Classified									
Sp.Ed. Resource/ T4 EAs	CDC/ T5 EAs	1-on-1 EAs	Intervention EA (Gen. Ed) 1 per school / 2 @ 800	Integrated PreK EAs	VPK EA	Gen. Ed. EAs (1:100)	MDAs (.33= 1 4-hour)	Library MDA .33 per school	TNALL Corps Tier 1 Tutoring EAs
2 (1 per class avg)	10 (2 per class avg)	1 (as needed)	1	0	0	9	0	0.33	1
Jamie Spielman	Mary Aleer (FED)	Alyssa Swope	Diem Le			Kim Pyne		Angi Tremmel	Amani Al Jammal
Sara McClain	Joann Benoit					Noah Fisher			
	Deshawn Smith					Amy Sinclair			
	Rasha Abdelrahman					Nicole Keefe			
	Laura Weimann					Sherry Smith			
	Amanda Edwards					Sarah Foster			
	Kaila Bell					Jacquese Davis			
	Lakendria Thomas					Katherine Grace Ussery			
	Stephanie Oliver					Krelene Pinaula			
	Jason Barbour								

Attendance Secretary	Bookkeeper	Office EA	Title 1 Funded Additional EAs	Calm Coach
1 per school	1 per school	1 per school	0	1
Kim Groogan	Allison Goforth	Kim Williamson		Joshua Jacobs

Title 1 Funded	Over Staffed Positions

Agenda Item Title: Annual Bullying Report

Board Meeting Date: June 10, 2025

Department: Student Support

Presented by: Ken Rocha

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

Board Policy 6.304 states that "By June 1 of each year, the Director of Schools/designee shall prepare a report of all of the bullying cases brought to the attention of school officials during the prior academic year. The report shall also indicate how the cases were resolved and/or the reasons they are still pending. This report shall be presented to the board of education at its regular June meeting."

These numbers are reported by principals/designees of each school and compiled into this report. This report is also submitted to the Tennessee Department of Education prior to August 1.

Staff Recommendation

This is an informational item.

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



BULLYING REPORT 2024-2025

MURFREESBORO CITY SCHOOLS

Bullying Complaint Data	Prior Year	Current Year
Total number of harassment, intimidation, bullying, or cyber-bullying cases brought to the attention of school official in the 2024-2025 school year.	112	72
Total number of harassment, intimidation, bullying, or cyber-bullying cases where investigation indicated bullying occurred .	34	25
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving race, color, or national origin.	4	0
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving sex or gender-based discrimination.	2	0
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving disability.	3	0
Total number of confirmed harassment, intimidation, bullying, or cyber-bullying cases involving the use of electronic technology.	4	0
Total number of harassment, intimidation, bullying, or cyber-bullying cases where investigation was not initiated within forty-eight (48) hours and attach a document disclosing the reasons they were not initiated within 48 hours.	0	1
Total number of harassment, intimidation, bullying, or cyber-bullying cases where appropriate intervention was not initiated within twenty (20) calendar days and attach a document disclosing the reasons intervention took longer than 20 days.	0	0
Total number of harassment, intimidation, bullying, or cyber-bullying cases still pending.	0	0
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in any disciplinary action other than out of school suspension, including but not limited to student/parent conference, in-school suspension, safety plans, etc.	52	23
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in out of school suspension less than 10 days.	17	5
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in out of school suspension of 10 days or more.	0	0