

Board of Education Regular Meeting

October 14, 2025 6:00 PM

Murfreesboro Airport Business Center

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Monroe Brown, a first grade student at Salem Elementary and Piper Brown, a third grade student also at Salem Elementary, and Lorelai Wingfield and James Joye, both students at Black Fox Elementary	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. COMMUNICATIONS Information Item	Mrs. Lisa Trail
A. Spotlight on Education-Level 5 School Presentations: Mitchell Neilson, Reeves Rogers, and Bradley Procedural Item	Dr. Trey Duke
B. Public Comment Procedural Item	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 9-23-25 Board Minutes Consent Item	
B. Approval of New Positions-Special Education Resource Teacher and EAs Consent Item	
C. Approval of Student Fees Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of LEA Compliance Report Action Item	Dr. Trey Duke
B. Approval of Contract-Fiscal Auditor Action Item	Dr. Trey Duke
C. Approval of Contract Renewal-FinalSite Action Item	Dr. Trey Duke
D. Approval of Budget Amendment-AALN Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Enrollment (PTR) Report Information Item	Mr. Ken Rocha
B. Capital Plan Update Information Item	Dr. Trey Duke
C. Director's Update	Dr. Trey Duke

Information Item	
D. Reminder of the TSBA Leadership Conference and Convention- November 13-16, 2025 Information Item	Chair Amanda Moore
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore

MINUTES

Board of Education Regular Meeting

September 23, 2025 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item</p> <p>Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. David Settles, Absent: Mr. Jimmy Richardson III.</p> <p>In attendance: Dr. Trey Duke, Lisa Trail, Maria Johnson, Robin Newell, Natalie Hardiman, Quinena Bell, Tiffany Strevel, Daniel Owens, Don Bartch, Ken Rocha, Angela Fairchild, Felicia James and Angela Wilson.</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p> <p>During the Call to Order, Amanda Moore explained to the public that she was elected Board Chair at the last meeting held at the administrative office, and Mr. Campbell was elected Vice Chair. Ms. Moore thanked everyone for the opportunity to serve as Board Chair. She thanked Mr. Campbell for his service for the past 11 plus years. She explained that Mr. Campbell took us through COVID-19, the loss of Dr. Linda Gilbert, as well as making this board collegial and cooperative, and she hopes to follow that same path.</p>	Chair Amanda Moore
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Olivia Smith and Jackson Wright, both students at Cason Lane PreK and Issac Lopez, a 3rd grade student at Hobgood Elementary.</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>III. COMMUNICATIONS Information Item</p>	Mrs. Lisa Trail
<p>A. The Best of MCS-Angela Wilson Procedural Item</p>	Dr. Trey Duke
<p>B. Spotlight on Education-TN ALL Corp Presentation by Intervention Specialist Felicia James Procedural Item Ms. Felicia James presented a PowerPoint explaining all details of the TN ALL (Accelerating Literacy and Learning) Corp Program. She shared a photograph of the TNALL Corp group.</p> <p>David Settles said that he loved seeing all the faces of that team and that photo was highly reflective of Murfreesboro City Schools and was evident of the care that they have for our students.</p>	Dr. Trey Duke
<p>C. Public Comment Procedural Item</p>	Chair Amanda Moore
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed.</p>	Chair Amanda Moore

Yea: 6, Nay: 0, Absent: 1	
A. Approval of 9-9-25 Board Minutes Consent Item	
B. Personnel Report Consent Item	
C. Approval of Student Field Trip Fees Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of the Capital Improvement Plan Action Item Motion to approve the Capital Improvement Plan. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke explained that the CIP version presented at the August workshop differed slightly from the current plan. One notable change is that the Scales and Cason Lane roof projects are now expected to be completed this year rather than spread over the next two years.	Dr. Trey Duke
B. Approval of Contract Renewal-Emergency Relocation Transportation Agreement with Rutherford Collegiate Prep (SY 2025-2026 Renewal) Action Item Motion to approve the Contract Renewal-Emergency Relocation Transportation Agreement with Rutherford Collegiate Prep (SY 2025-2026 Renewal). This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of MOU-Occupancy and Cost Allocation at 910 Ridgely Road Action Item Motion to approve the MOU-Occupancy and Cost Allocation at 910 Ridgely Road. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
D. Approval of Contract-US Educational Technology Purchasing Alliance (USETPA) Membership/Subscription Agreement Action Item Motion to approve the Contract-US Educational Technology Purchasing Alliance (USETPA) Membership/Subscription Agreement. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
E. Approval of Budget Amendment-FY26 Public School Security Grant Action Item Motion to approve the Budget Amendment-FY26 Public School Security Grant. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke explained that this grant would expand exterior camera coverage on our campuses, provide additional communication radios, install speed bumps at schools that do not already have them, and fund the construction of a new vestibule at Mitchell Neilson Elementary. He noted that this is one-time funding for the current fiscal year.	Dr. Trey Duke
F. Approval of Budget Amendment-FY26 21st Century Community Learning Grant Action Item Motion to approve the budget amendment-FY26 21st Century Community Learning Grant. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke

<p>Barbara Long asked if this is still in the umbrella of TN ALL Corp, and Dr. Duke said that this was a separate program. He explained that TN ALL Corp is done during the school day and the 21st Century Community Learning Grant is run through ESP with certified teachers running it. He said that it is primarily for those 4th grade students who are being tutored to move on to 5th grade, but this program is also expanded to other students as well.</p> <p>Ms. Long asked if the teachers are supplemented, and Dr. Duke said yes, this grant will cover those salaries in addition to their traditional pay.</p> <p>Chair Moore asked about transportation for ESP services. She wanted to know if transportation is normally provided for ESP or just for the students receiving this tutoring grant. Dr. Duke said that to his knowledge, the transportation being provided through ESP is related to this program only and the grant pays for that transportation.</p>	
<p>G. Approval of Budget Amendment-Consolidated Funding Application Action Item Motion to approve the Budget Amendment-Consolidated Funding Application. This motion, made by Mr. David Settles and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>H. Approval of Budget Amendment- FY26 GP Interfund Transfer Action Item Motion to approve the Budget Amendment- FY26 GP Interfund Transfer. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>I. Approval of Budget Amendment-FY26-Central Cafeteria Interfund Transfer Action Item Motion to approve the Budget Amendment-FY26-Central Cafeteria Interfund Transfer. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>J. Approval of Budget Amendment- FY26 General Purpose Fund-Instructional Coaches Action Item Motion to approve the Budget Amendment- FY26 General Purpose Fund-Instructional Coaches. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>K. Approval of FY25 Unaudited Revenue and Expenditure Report Action Item Motion to approve the FY25 Unaudited Revenue and Expenditure Report. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Daniel Owens presented the unaudited revenue and expenditure report, noting that the district is currently undergoing an audit and awaiting the final results. Dr. Duke highlighted that although a budget deficit had been anticipated last year, only \$874,000 was taken from fund balance—and that figure includes the purchase of a building. He expressed pride in this outcome. Karen Dodd also thanked Mr. Owens and his team for their hard work.</p>	Mr. Daniel Owens
<p>L. Approval of FY26 July Revenue and Expenditure Report Action Item Motion to approve the FY26 July Revenue and Expenditure Report. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Mr. Daniel Owens
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Amanda Moore
<p>A. Notification of Board Committee Assignments as Appointed by Board Chair</p>	Chair Amanda Moore

Information Item Chair Moore reviewed the Board Committee Assignments with the Board.	
B. Enrollment (PTR) Report Information Item Ken Rocha presented the Enrollment Report for Period 1 and explained single and double AMOs (Annual Measurable Objectives) and Chronic Absentee rates. He told the Board that we are down about 360 students from this time last year.	Mr. Ken Rocha
C. Insurance Update Information Item Dr. Duke reviewed the new insurance rates for this year and reminded the Board that open enrollment begins October 3. He explained that the district is on the state insurance plan, with rates set by the state. This year, those rates increased by 5%. The district applied the increase proportionally across plans and raised the employer contribution. Last year the district covered 92% of costs, and that percentage remains the same this year. Dr. Duke noted that the district pays at least 80% on all plans and up to 95% on some. Two of the plans remain completely free for employees. Detailed coverage information was provided in the Board packets. He shared that Human Resources has distributed these rates to all employees and visited schools to explain the details. Dr. Duke also announced that Delta Dental is the new dental insurance provider, offering a larger network than Blue Cross, lower employee costs, and no waiting period for certain procedures. He concluded by emphasizing that the district remains very competitive with surrounding districts.	Dr. Trey Duke
D. Director's Update Information Item Dr. Duke reminded the Board about the upcoming State of the Schools event at Redstone Federal Credit Union at 8:00 a.m., encouraging all members to attend. He also noted that fall break is just a week and a half away and that the second reporting period will conclude on October 3. Dr. Duke commented that the district is moving quickly and is off to a great start.	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
A. Reminder-10/14 Board Meeting will be held at the Murfreesboro Airport with the Art Showcase Prior from 4:30-6:00 Information Item Chair Amanda Moore reminded the Board that the next Board meeting on October 14th would be held at the Murfreesboro Municipal Airport at 6:00 p.m. with the Art Showcase being held in the same location prior to the Board meeting from 4:30-6:00 p.m. Jeanette Price thanked the Board and fellow Board members as well as Murfreesboro City Schools for their thoughts and prayers as well as emails and phone calls during the loss of her father-in-law.	Chair Amanda Moore
VIII. ADJOURNMENT Action Item Motion to adjourn at 6:51. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 6:51 p.m.	Chair Amanda Moore
IX. EXECUTIVE SESSION Procedural Item	Dr. Trey Duke

Director of Schools

Minutes
Page 5 of 5
September 23, 2025
Recorded by L. VanCleave

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

Agenda Item Title: New Position – Special Education Resource Teacher and EAs

Board Meeting Date: October 14, 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

Upon request from the Special Education Department, the Director of Schools is recommending a growth teacher and educational assistant position for the Special Education Resource program at Scales Elementary as well as a growth CDC EA position. The positions are required for the efficient operation of the program based on the number of students needing support and their individual needs.

Staff requested:

- One additional Resource Teacher for Scales. This would bring their total to three Resource classrooms which is comparable with all other schools their size.
- One additional Resource EA to support the new Resource Teacher as approved in our district staffing standards.
- One additional CDC EA to support the four CDC classrooms at Scales due to needs of students. This brings their total CDC EA count to eleven for the four classrooms.

Staff Recommendation

Recommended approval to hire the additional staff beyond what was originally budgeted in the FY26 budget.

Fiscal Impact

Employee salary and benefits will be based on years of experience and degree. The pay range for Educational Assistants is \$15.97 - \$20.50 per hour for 1400 contract hours.

The Resource Teacher and EA will be paid for out of Federal IDEA carryover funds. The CDC EA will be paid out of the General-Purpose budget. No budget amendment will be needed at this time. Increase in expenditures are found in 71200-163.

Connection to MCS's Five-Year Strategic Plan

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

Agenda Item Title: Approval of Student Field Trip Fees

Board Meeting Date: October 14, 2025

Department: Finance

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

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

The Director of Schools is recommending the Board approve the following field trip fees:

- \$85 per student for 6th grade students from Bradley Academy to travel to Camp Ridley in Columbia, TN, on April 30 - May 1, 2026, and
- \$125 per student for 6th grade students from John Pittard Elementary to travel to Land Between the Lakes in Golden Pond, KY, on May 11-13, 2026.

The 6th grade students at Bradley and John Pittard have raised money through various fundraising activities to lower the cost of their field trip. Students at these schools took these same field trips last year. Bradley's fee is slightly higher this year (from \$75 to \$85), while John Pittard's fee remains the same.

Staff Recommendation

Recommending approval of student field trip fees of \$85 per 6th grade student at Bradley Academy to travel to Camp Ridley and \$125 per 6th grade student at John Pittard Elementary to travel to Land Between the Lakes.

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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- 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: Surplus Items

Board Meeting Date: October 14, 2025

Department: Finance and School Operations

Presented by: Trey Duke

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

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- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Ice Maker	None Noted	Thereye			unknown
			- No tag listed. Item present before placed at this site.		
			*Item will not make ICE only runs clean cycle		

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 Robin Newell School Cason Lane Preschool Date 9-17-25

Supervisor Brandie Garland Brandie Garland Date 9-17-25

Director of Schools Bobby Duke III Date 9-23-25
10/3/25

Board Chairman _____ Date _____

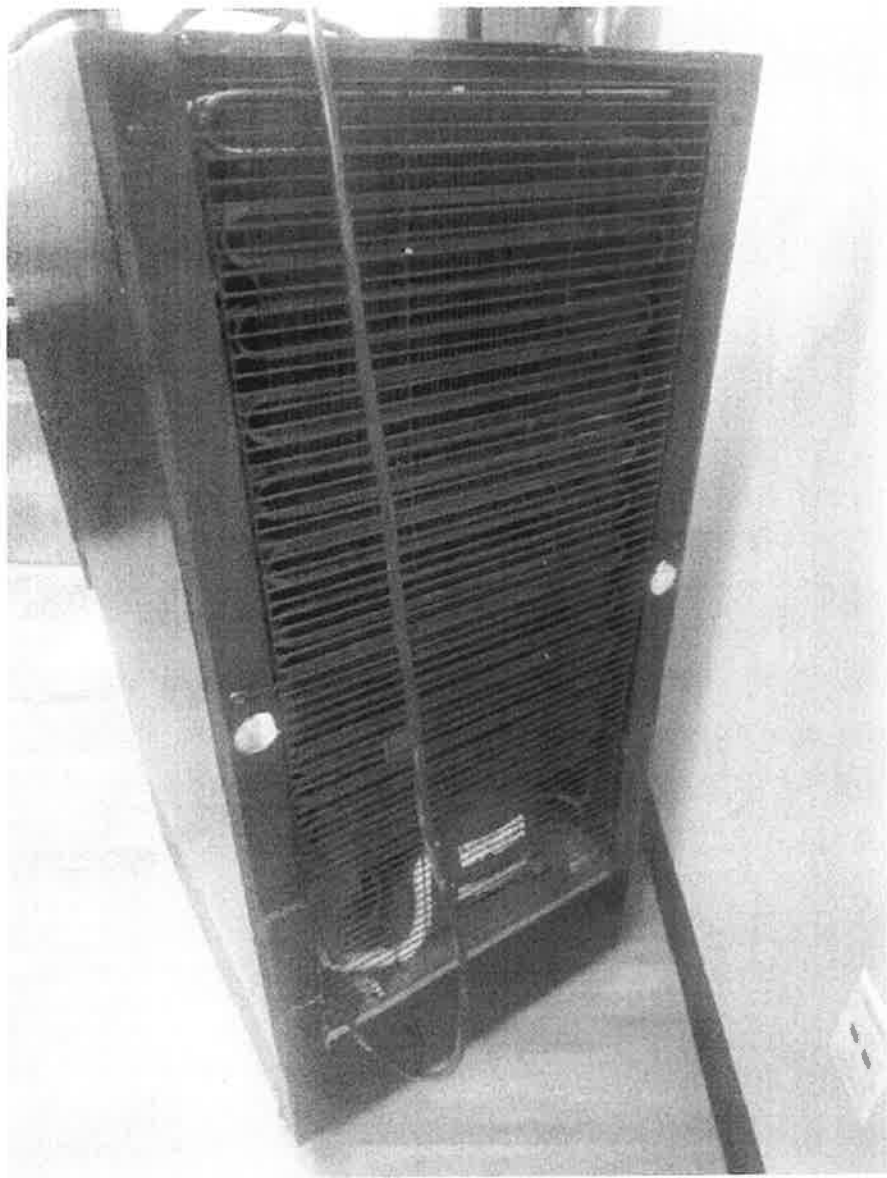
For inventory control use: copy to central office receiving ___/___/___; copy to principal or supervisor ___/___/___; copy to inventory control ___/___/___; copy to vendor ___/___/___

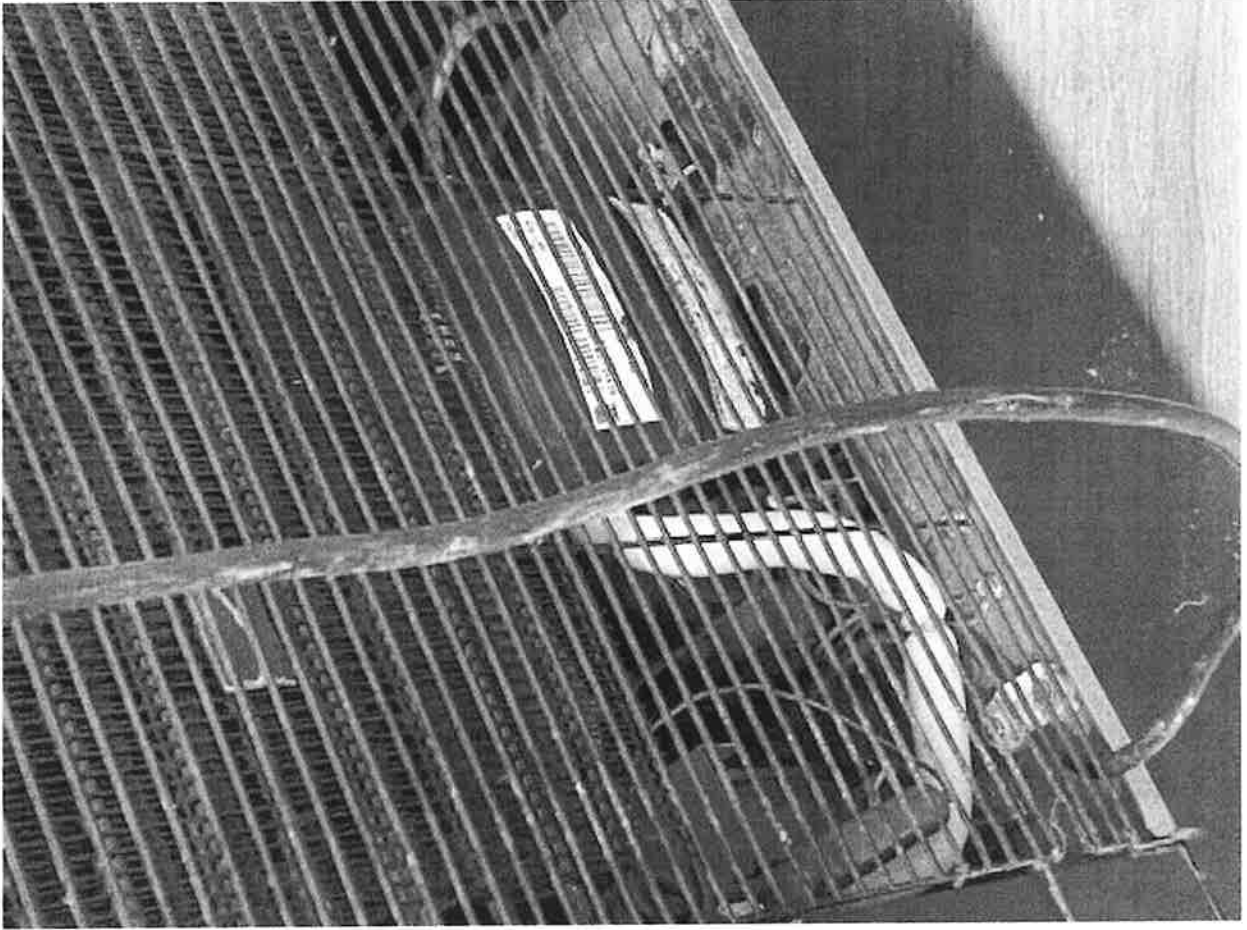
Notes on Disposal Method:

Signature: Brandie Garland Date: 9/17/25









SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Easel chart holder		Broke			0
long rectangular table		legs are broken			0
white board					?
teacher chair					Broke 0
4 drawer metal File Cabinet					McElhenny
2 Student chairs - Broken					
4 Student Chairs broken in CDC					
5 Broke Student desks					0
27 Broke Student chairs					0

E3
Room A-6

on stage
trash on stage
Library
van
Kauffman
on stage

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

_____ School Scales Date 9/24/25
 Principal
 _____ Date 9/24/25
 Supervisor
 _____ Date 10/3/25
 Director of Schools
 _____ Date _____
 Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

Dena Thomas

From: Allison Goforth
Sent: Wednesday, September 24, 2025 2:29 PM
To: Dena Thomas
Subject: Scales-Disposal form
Attachments: 1177_001.pdf

Hi Dena,

I hope you are doing well. Here is a disposal form from Scales. All these items just need to be thrown away.

Thank you,



Allison Goforth
Bookkeeper
allison.goforth@cityschools.net
(615)895-5279 ext. 12003

Trailer

From Larry Willeford <Larry.Willeford@cityschools.net>

Date Sun 12/15/2024 3:15 PM

To Don Bartch <Don.Bartch@cityschools.net>; Dena Thomas <Dena.Thomas@cityschools.net>

Cc Brandon Richardson <Brandon.Richardson@cityschools.net>

As requested,

Trailer bed: 16' 1" x 8' 3"

2" hitch

Overall length with tongue 20' 1"

The bed surface is 1/8" diamond plate steel

Tires are 20.5x8 - 10" Tread: Fair Condition

Trailer has been rewired - new running / brakes lights

Tandem axle - weight limit rating of each axle is unknown

No title

Not road worthy, verified by Midway Trail when taken for safety repairs - there were too many weld joints that were cracked because of the twist of the bed.

Thanks,

Larry Willeford

Maintenance Supervisor

Murfreesboro City Schools

615.904.1016 Office

615.482.3957 Cell

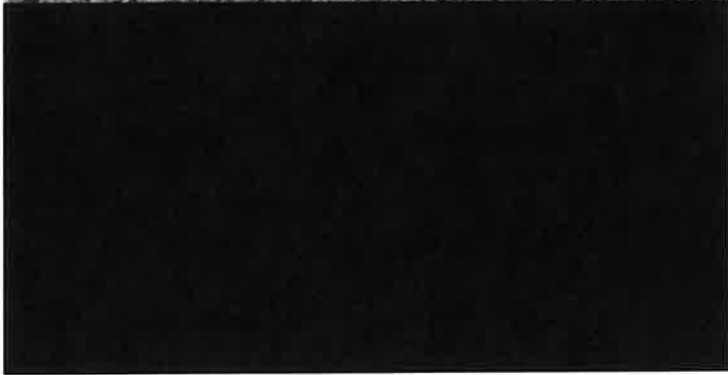
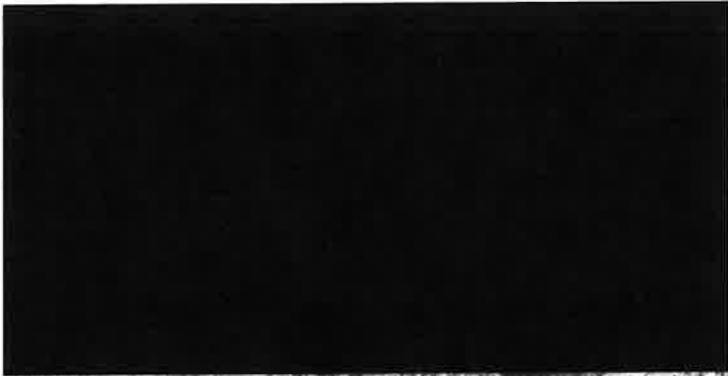
615.848.3077 Fax

From: Larry Willeford <Larry.Willeford@cityschools.net>

Sent: Sunday, December 15, 2024 2:57 PM

To: Larry Willeford <Larry.Willeford@cityschools.net>

Subject:











Sent from my iPhone

Agenda Item Title: 2025 LEA Compliance Report

Board Meeting Date: October 14, 2025

Department: Student Support Services

Presented by: Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

School districts are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The Commissioner of Education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

Each school district must submit this report and, if applicable, the corresponding corrective action plan, to the department by November 28, 2025.

Staff Recommendation

Staff recommends that the Board of Education approve Murfreesboro City Schools' 2025 Compliance Report, which confirms that MCS is in full compliance with all applicable federal and state education laws, as well as State Board of Education rules

Fiscal Impact

None

Connection to MCS's Five-Year Strategic Plan

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

2025 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

Each LEA must submit this report and, if applicable, the corresponding corrective action plan, to the department by **November 28, 2025**. During completion, an LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department monitors and verifies LEA compliance via multiple data sources (e.g., Education Information System, internal program managers) and will consider those sources in making a final determination of an LEA's compliance. Please be advised annual compliance report data may inform an LEA's approval classification.

- I certify that the LEA is in compliance with all federal and state education laws and SBE rules.
- I certify that, with the exception of areas indicated in the **attached corrective action plan**, the LEA is in compliance with all federal and state education laws and SBE rules.

LEA Name: Murfreesboro City Schools

Director of Schools/Superintendent Name: Bobby N. Duke III

Director of Schools/Superintendent Signature:

School Board Chair Name: Amanda Moore

School Board Chair Signature:

Date of School Board Approval: 10/2/2025

UPLOAD COMPLETED REPORT TO ePlan BY NOVEMBER 28, 2025

(including the corresponding corrective action plan if applicable).

Upload instructions are accessible [here](#).

2025 Local Education Agency Compliance Report

Local education agencies (LEAs) are required to comply with all federal and state education laws and State Board of Education (SBE) rules. This annual compliance report is one mechanism the department uses to ensure education laws and rules are faithfully executed. The commissioner of education is charged with taking corrective action when an LEA is noncompliant with those laws and rules or is not following a department-approved compliance plan.

Each LEA must submit this report and, if applicable, the corresponding corrective action plan, to the department by **November 28, 2025**. During completion, an LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department monitors and verifies LEA compliance via multiple data sources (e.g., Education Information System, internal program managers) and will consider those sources in making a final determination of an LEA's compliance. Please be advised annual compliance report data may inform an LEA's approval classification.

- I certify that the LEA is in compliance with all federal and state education laws and SBE rules.
- I certify that, with the exception of areas indicated in the **attached corrective action plan**, the LEA is in compliance with all federal and state education laws and SBE rules.

LEA Name: Murfreesboro City Schools

Director of Schools/Superintendent Name: Bobby N. Duke III

Director of Schools/Superintendent Signature:

School Board Chair Name: Amanda Moore

School Board Chair Signature:

Date of School Board Approval: 10/2/2025

UPLOAD COMPLETED REPORT TO ePlan BY NOVEMBER 28, 2025

(including the corresponding corrective action plan if applicable).

Upload instructions are accessible [here](#).

Agenda Item Title: FY2026 Audit Contract with Jobe, Hastings & Associates

Board Meeting Date: October 14, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The proposed contract with Jobe, Hastings & Associates, CPA's, provides for the annual audit of Murfreesboro City Schools for the fiscal year ending June 30, 2026, as required by the Tennessee Comptroller of the Treasury. The audit fieldwork will begin in fall 2026, with the final report to be submitted to the Tennessee Comptroller's Office and the Board.

Staff Recommendation

Approve the FY2026 Audit Contract with Jobe, Hastings & Associates for Fiscal Year 2026.

Fiscal Impact

The total estimated cost of the engagement is \$45,800, which includes \$43,300 for the annual audit and \$2,500 for the required Chart of Accounts Crosswalk. The firm's work is billed at an average hourly rate of \$125, and interim billings may be issued as work progresses with prior consent from the district. This amount will be paid from 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 Board of Education

FROM July 01, 2025 TO June 30, 2026

This agreement made this 25th day of September 2025, by and between Jobe, Hastings and Associates, PO Box 1175, Murfreesboro, TN 37133-1175, hereinafter referred to as the "auditor" and Murfreesboro Board of Education, of 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 01, 2025, and ending June 30, 2026 with the **exceptions listed below:**

Internal School Funds

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 **25** 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 **December 31, 2026, 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:

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. (Special Provisions) **See Attachment (1) and Attachment (2)**

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. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit
Municipal Chart of Accounts Crosswalk
Total Fixed Contract Fee

or

Estimated Contract Fee:

Audit **\$43,300.00**
Municipal Chart of Accounts Crosswalk **\$2,500.00**
Total Estimated Contract Fee **\$45,800.00**

(If not a fixed amount, an estimated contract fee should be furnished to the governing unit for budgetary purposes. A schedule of fees and/or rates should be set forth below. Interim billings may be arranged with consent of both parties to this contract.) Provision for the payment of fees under this agreement has been or will be made by appropriation of management and those charged with governance.

SCHEDULE OF FEES AND/OR RATES:

\$125/hour (ave)

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.

Jobe, Hastings and Associates

Murfreesboro Board of Education

Audit firm

Governmental Unit or Organization



James R. Jobe



Daniel Owens

By

By

Signature

Signature

Title/Position: **Partner**

Title/Position: **Director of Finance**

E-mail address: **jimjobe@jobehastings.com**

E-mail address: **daniel.owens@cityschools.net**

Date: **September 25, 2025**

Date: **September 26, 2025**

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:

By

Date:

Attachment (1) to State of Tennessee Contract to Audit Accounts

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Murfreesboro City Schools as of and for the year ended June 30, 2026. This contract does not include the audit of the financial statements of the Murfreesboro City Schools Internal School Funds. Those statements will be audited by other auditors whose report thereon will be furnished to us. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Murfreesboro City Schools' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Murfreesboro City Schools' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Pension Data.
- 3) Other Post-Employment Benefits Data.

We have also been engaged to report on supplementary information other than RSI that accompanies Murfreesboro City Schools' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards and state financial assistance, and related notes.
- 2) Supplementary information, including combining and individual fund financial statements and schedules.
- 3) Debt Schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Certain information included in the introductory section.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Murfreesboro City Schools' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Murfreesboro City Schools' major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Murfreesboro City Schools' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state financial assistance, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 1, 2026, if applicable.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of Murfreesboro City Schools in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited

to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards and state financial assistance, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

We will also perform testing of the cafeteria funds as required by the Tennessee Comptroller of the Treasury Appendix C.

Engagement Administration, Fees, and Other

We understand that your employees will assist in preparing all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan, as applicable) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Murfreesboro City Schools and the Tennessee Comptroller of the Treasury; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Jobe, Hastings and Associates, CPA's and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of Tennessee or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Jobe, Hastings and Associates, CPA's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the State of Tennessee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

James R. Jobe, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately November 1, 2025 for our cafeteria fund procedures, interim field work will be performed beginning around July 1, 2026 with a start date of September 1, 2026 for the remainder of the audit.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Our fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the Board of Education and the Director of Schools of the Murfreesboro City Schools. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Attachment (2) to State of Tennessee Contract to Audit Accounts – Agreed Upon Procedures

We will apply the procedures enumerated below to provide a crosswalk of the Murfreesboro City Schools chart of accounts to the state of Tennessee municipal chart of accounts. We understand the engagement is required by the Tennessee Comptroller of the Treasury. Our engagement to apply the agreed-upon procedure will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

We will enter the Murfreesboro City School's audited accounting information for the year ending June 30, 2026 into a standard format prescribed by the Tennessee Comptroller of the Treasury (a "crosswalk") and transmit that data to the Comptroller's office.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the crosswalk of the Murfreesboro City Schools chart of accounts to the state of Tennessee municipal chart of accounts. In addition, we have no obligation to perform any procedures beyond those which you agree.

We plan to begin our procedures on approximately December 1, 2026 and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2026.

We will issue a written report upon completion of our engagement that lists the procedure performed and our findings. Our report will be addressed to the Board of Education of the Murfreesboro City Schools. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. You understand that the report is intended solely for the information and use of the Board of Education and the Tennessee Comptroller of the Treasury, and should not be used by anyone other than these specified parties.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the information submitted in the crosswalk of the Murfreesboro City Schools Chart of accounts to the state of Tennessee municipal chart of accounts, we will communicate such matters to you.

You are responsible for the crosswalk of the Murfreesboro City Schools chart of accounts to the state of Tennessee municipal chart of accounts as of and for the year ended June 30, 2026, and its agreement to the information in the audited financial statements of the Murfreesboro City Schools. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedure on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedure, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing the procedure.

At the conclusion of the engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the crosswalk of the Murfreesboro City Schools chart of accounts to the state of Tennessee municipal chart of accounts in the format required by the Tennessee Comptroller of the Treasury.

James R. Jobe, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney fees, resulting from knowing misrepresentation to us.

Agenda Item Title: Finalsite Contract Renewal

Board Meeting Date: October 14, 2025

Department: Communications

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS seeks approval to renew its agreement with Finalsite for website hosting at 13 schools plus ESP, content management, and integration services. The renewal term will begin on December 18, 2025, and continue through December 17, 2030, under the terms outlined in Finalsite's Renewal Confirmation Notice. The services include the CMS Core (Website), additional data feeds, LDAPS/Active Directory Integration, custom SSO, Support Plus, and Weglot for translation.

Staff Recommendation

Approve the renewal of the contract with Finalsite

Fiscal Impact

Annual payments will be made according to the following schedule:

- 2025-2026: \$12,360
- 2026-2027: \$12,730
- 2027-2028: \$13,113
- 2028-2029: \$13,506
- 2029-2030: \$13,911

The total cost of the agreement is \$65,620, paid from 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

Renewal Confirmation Notice

Customer: Murfreesboro City School District
 2552 S Church St Ste 100
 Murfreesboro, TN

Finalsite
 655 Winding Brook Drive
 Glastonbury, CT 06033 | USA
 www.finalsite.com

Contract Start Date: December 18, 2025
Contract End Date: December 17, 2030
Renewal Contact: Jennifer Elligott // jennifer.elligott@finalsite.com

CMS	
CMS Core (Website)	Feeds - Additional Sources
LDAPS/Active Directory Integration	SSO: Custom
Support Plus	*Weglot Exclusive (7 languages, 500K words)
<input checked="" type="checkbox"/> Weglot Exclusive (Unltd languages, 500K words)	*Weglot for Composer - Setup

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Dec 18 2025	\$ 12,360
Period 2 - Dec 18 2026	\$ 12,730
Period 3 - Dec 18 2027	\$ 13,113
Period 4 - Dec 18 2028	\$ 13,506
Period 5 - Dec 18 2029	\$ 13,911

Payment options will be visible on the invoice.
 PO's should be sent to accounting@finalsite.com.



For more information contact:
800-592-2469 x8 // accounting@finalsite.com



Finalsite Master Terms and Conditions

U.S. EDUCATION AGENCIES

THESE MASTER TERMS AND CONDITIONS ("MASTER TERMS") APPLY TO ALL SERVICES MADE AVAILABLE TO THE CUSTOMER BY ACTIVE INTERNET TECHNOLOGIES, LLC, dba FINALSITE, A CONNECTICUT LIMITED LIABILITY COMPANY HAVING A PRINCIPAL PLACE OF BUSINESS AT 655 WINDING BROOK DRIVE, GLASTONBURY, CONNECTICUT 06033 AND ITS OPERATING AFFILIATES INCLUDING SCHOOLADMIN LLC, SCHOOLPOINT, INC. AND FINALSITE HOLDINGS (UK) LIMITED (COLLECTIVELY, "FINALSITE"). THE "CUSTOMER" IS A SCHOOL DISTRICT OR OTHER EDUCATION AGENCY WHICH ENTERS INTO AN ORDER WITH FINALSITE PURSUANT TO THESE MASTER TERMS. EACH ORDER EXECUTED BY THE PARTIES FORMS A SEPARATE CONTRACT BETWEEN WHICH INCORPORATES AND IS GOVERNED BY THESE MASTER TERMS (FINALSITE AND CUSTOMER ARE SOMETIMES INDIVIDUALLY REFERRED TO AS A "PARTY" AND COLLECTIVELY REFERRED TO AS THE "PARTIES").

These Master Terms, together with each fully executed Order and Statement of Work, any applicable Services Rider containing terms and conditions specific to any Services, and any additional contract documents agreed to in writing between the Parties (collectively, the "Customer Contract Documents"), form the contract between Finalsite and the Customer (collectively, the "Agreement").

In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Order, the terms and conditions of the Order shall control with respect to such Order. In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of any Services Rider, the terms and conditions of the Services Rider shall control with respect to the relevant Services. **In the event of any conflict between the terms and conditions of these Master Terms and the terms and conditions of the Customer Contract Documents, the terms and conditions of the Customer Contract Documents shall control.**

1. Ordering Services.

1.1 Services Generally. Finalsite agrees to provide the Customer the software as a service ("SaaS") services (collectively, the "Services" or "SaaS Services") described in a mutually agreed ordering document signed by the Parties (each an "Order"). Services may include access to certain software applications and other technology of Finalsite, including hosting, regular support and maintenance any and all regular updates, enhancements, error corrections, bug fixes, and modifications which are made generally available by Finalsite to its customers (collectively, "SaaS Services") and certain professional services, including deployment of the SaaS Services and other professional services, such as website design, training and consulting services (collectively, "Professional Services"). Specific Services are also subject to the terms and conditions included in the Order. The Customer shall only have the right to receive those Services specified in the relevant Order during the duration stated therein. Subject to the terms and conditions of this Agreement, Finalsite shall make the relevant Services available to the Customer on the Effective Date of the applicable Order. In the course of Finalsite providing Services, Finalsite may utilize its employees, affiliates, subcontractors and/or third party service providers ("Representatives") to provide their services to Finalsite as part of Finalsite's provision of Services to the Customer. Finalsite's Representatives include third parties who provide back-up, hosting, support and business recovery services. Finalsite remains

responsible for the acts of its Representatives under this Agreement.

2. Usage Rights and Restrictions.

2.1 Usage Rights – SaaS Services. Subject to the terms of this Agreement, Finalsite grants the Customer the right to access and use the SaaS Services described in each Order solely by the Customer's employees, faculty, administrators, students, parents of students, alumni and/or third party service providers who are authorized by the Customer to use the SaaS Services on the Customer's behalf (collectively, "Authorized Users"). With respect to public-facing content which the SaaS Services display on behalf of the Customer, Authorized Users include individuals who access screen displays of the SaaS Services on a remote, web-enabled basis in order to view the content which the Customer has chosen to display to the public. The Customer and its Authorized Users shall access the SaaS Services solely via Finalsite hosted portal. The Customer shall have no other access to any Finalsite technology and shall not be entitled to download or otherwise receive a copy of the SaaS Services. Due to the nature of a SaaS delivery model, the SaaS Services to which the Customer is provided access will be the then-current version of such SaaS Services which is made available by Finalsite to its customers generally. The Customer shall be liable for the acts and omissions of its Authorized Users relating to this Agreement and use of the SaaS Services. Finalsite



reserves to itself all rights not expressly granted pursuant to this Agreement.

2.2 **Restrictions.** The Customer and its Authorized Users shall not (i) access or use the Services beyond the Term and specific scope limitations set forth in the relevant Order; (ii) modify, copy, transfer, translate or create any derivative works based on the SaaS Services; (iii) override or attempt to override or circumvent any security feature, control usage limits with respect to the SaaS Services; (iv) remove or alter any copyright notices, trademarks or other proprietary rights notices contained on or within (or in any materials provided by Finalsite in connection with) the Services; (v) resell or sublicense the Services or use the SaaS Services to provide any services on behalf of any third parties; (vi) violate any applicable law, regulation, order, decree or judgment in connection with the use of the Services, including any content and data utilized thereby; (vii) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the SaaS Services, Finalsite's systems or any software applications deployed by or accessible via integration with Finalsite; or (viii) attempt to gain access to the SaaS Services or any Finalsite systems in a manner not expressly authorized in the Agreement. The Customer shall take all reasonable precautions to prevent any virus or other malicious code from compromising the SaaS Services and/or Finalsite systems, including implementing other industry-standard security protections for any browsers used to access the SaaS Services. The Customer shall only enable access to and allow use of the Services in accordance with the express terms of the Agreement. Additional usage limitations or restrictions may be imposed on the Customer's use of the Services in the relevant Order, including limitations on bandwidth and storage.

2.3 **Analytics.** The Customer acknowledges that Finalsite may track usage of the SaaS Services by the Customer and its Authorized Users (by use of Google Analytics and other similar means) for purposes of providing, enhancing and maintaining its service offerings, collecting and analyzing cookies and other metadata, for analytical, statistical or benchmarking purposes and for creating analytics related to the use of the SaaS Services by Finalsite customers ("**Analytics Data**"). Analytics Data is created and maintained on an anonymized basis and does not identify individual data subjects. All right, title and ownership of Analytics Data (including all derivative works thereof) is and shall remain solely and exclusively vested in Finalsite.

3. Service Levels.

3.1 Finalsite will provide the SaaS Services in accordance with the Service Level Agreement ("**SLA**") available at <https://www.finalsite.com/servicelevels>, as may be amended from time to time in a manner that does not materially degrade the service levels set forth therein.

4. Professional Services.

4.1 **Statement(s) of Work.** The Parties may also enter into a Statement of Work (each, a "**SOW**") to describe the scope of certain Professional Services and specific terms and dependencies relating to those Professional Services. In order to be effective, a SOW must be signed by both Parties and reference the applicable Order. Any modifications or changes to the Services following execution of a SOW must be evidenced by a mutually acceptable amendment signed by both Parties.

4.2 **Limitations/ Cooperation.** Any timetable set forth in a SOW, Order or other project document is a good faith estimate which is dependent on, among other factors, the Customer's provision of appropriate information, cooperation, assistance, and tasks, including those items which may be identified as the responsibility of the Customer in the SOW. Subject to Section 7.2 of these Master Terms, the Customer shall provide Finalsite access to the Customer's logos and trademarks and other content as may be necessary for Finalsite to perform the Professional Services described in an Order.

4.3 **Professional Services Representations and Warranties.** Finalsite will provide all Professional Services in a professional and workmanlike manner and in accordance with any and all descriptions or requirements set forth in an applicable SOW. If deliverables are provided as part of the Professional Services and those deliverables do not conform in all material respects to any applicable specifications and other requirements described in the applicable Order or SOW, the Customer shall give Finalsite written notification of the deficiency or non-conformance within thirty (30) days after delivery of such Services. Finalsite then shall, within thirty (30) days of receipt of such written notification, use commercially reasonable efforts to correct the deficiency. The Customer shall provide such support and assistance as reasonably requested by Finalsite to discover the cause or a cure for the reported deficiency or non-conformance.

4.4 **E-Verify.** Finalsite agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees engaged to perform Professional Services during the Term of this Agreement.



4.5 Conflicts of Interest/ Anti-Corruption. Finalsite agrees that it will not knowingly engage in transactions which conflict with the interests of the Customer and shall abide by a high standard of ethical conduct in the formation of this Agreement and providing Services hereunder. In particular, Finalsite will not pay kickbacks directly or indirectly to any Customer employee for the purpose of obtaining this or any other agreement with the Customer and agrees to cooperate fully with any investigation involving a possible violation of this Section. Finalsite has provided Customer's employees or Representatives no fees, gifts, gratuities, compensation, or anything of value in violation of applicable law in connection with this Agreement.

5. Maintenance and Support.

5.1 Scope. Finalsite shall provide maintenance and support of the SaaS Services, including provision of and all regular updates, enhancements, error corrections, bug fixes and modifications to the SaaS Services in accordance with Finalsite's then-current standard support policies and practices as and when made available to customers generally. Finalsite supports the Customer's browser access to the SaaS Services utilizing the then-current version and one prior version of Internet

Explorer, Microsoft Edge, Safari, Chrome or Firefox. Certain Support Services are accessible through the "Help" section located in the Customer's interface to the SaaS Services. Finalsite reserves the right to discontinue any Service during the Term for any reason, but in such event Finalsite will notify Customer and, as Customer's sole and exclusive remedy, Finalsite will provide a pro-rata refund for any unused portion of the discontinued Services.

5.2 Enhanced Support. Certain support Services (such as expedited or "priority" support) may be purchased by the Customer under an Order, and, in such event, the terms and conditions of such support Services, and associated fees, shall be as described in the applicable Order.

6. Third Party Technology.

6.1 Third Party Technology. Finalsite may utilize certain software or other technology of third parties (collectively, "Third Party Technology") in connection with its provision of the SaaS Services. The SaaS Services may be used to enable the Customer to interact with and/or utilize certain Third Party Technology, such as payment processing, online chat services, site translation services, accessibility overlay solutions, font and typography services, and any web service, website, social media platform or online library that enables functionality within a webpage displayed by the SaaS Services. Finalsite shall be responsible for enabling interoperability

between the SaaS Services and the Third Party Technology described in the relevant Order. Except for the foregoing, the Customer is solely responsible and liable for the Customer's access to or use of any Third Party Technology.

7. Ownership.

7.1 Customer Materials. As between the Customer and Finalsite, Customer Materials are the sole and exclusive property of Customer. "Customer Materials" means, collectively, all data and materials (including text and images) that the Customer and its Authorized Users input, post, submit, or otherwise provide to Finalsite while utilizing the Services and in connection with Finalsite's provision of Services under this Agreement; and Customer's logos and trademarks. The Customer shall be solely responsible and liable for the content, accuracy or completeness of all Customer Materials (including monitoring the content of Customer Materials posted on the SaaS Services), and for any infringement of any third party intellectual property rights resulting from by any Customer Materials.

7.2 Use of Customer Materials. During the Term of this Agreement, Customer grants to Finalsite and its Representatives a non-exclusive, royalty-free license to access, modify, reproduce, display, combine, copy, store, transmit, distribute, and otherwise use the Customer Materials for purposes of performing Finalsite's obligations hereunder. Subject to the terms of the Agreement and to the extent permitted by applicable law, Customer authorizes Finalsite and its Representatives to access and process Customer Materials in countries other than the jurisdiction from which the Customer Materials were originally collected. Finalsite shall not use Customer Materials except as authorized under this Agreement (including the applicable DPA) and to the extent required, or permitted, by applicable laws or regulations.

7.3 Services. As between the Customer and Finalsite, Finalsite owns all right, title, and interest in and to: (a) the SaaS Services, including the underlying software applications and technology and all application program interfaces ("API's") provided or made available by Finalsite in connection therewith; (b) all documentation, materials, work product and deliverables resulting from or related to the Services; and (c) all enhancements, modifications, updates, upgrades and derivative works thereof and all Intellectual Property Rights in any of the foregoing. Any enhancements, modifications, derivative works or any other intellectual property created directly or indirectly using or referring to the SaaS Services or components thereof, whether created solely by the



Customer, a third party on behalf of the Customer, or jointly by the Customer and Finalsite or a third party on either Party's behalf, belong exclusively to Finalsite, and the Customer hereby irrevocably assigns all rights therein, including all Intellectual Property Rights to Finalsite. For purposes of these Master Terms, "Intellectual Property Rights" means collectively all intellectual or industrial property rights recognized now or in the future under the laws of any jurisdiction throughout the world, including trademarks and trade mark applications, trade names, service marks, patents and patent applications, copyrights, and trade secrets in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing and derivative works and improvements (as such terms are defined and applied under Title 17 and Title 35 U.S.C., respectively).

7.4 Content Restrictions. Customer agrees not to use any Service to store, display, or transmit content that is deceptive, libelous, defamatory, obscene, racist, hateful, infringing or illegal, and to the extent Authorized Users exercise the rights granted to you under this Agreement, Customer represents and agrees that it will ensure that its Authorized Users will also comply with the obligations applicable to such exercise set forth in this Agreement. Finalsite takes no responsibility and assumes no liability for any Customer Materials that it, or any Authorized User, or third party out of Finalsite's control posts, submits, displays, or otherwise makes available via any Service, and Customer agrees Finalsite is acting only as a passive conduit for the online distribution and publications of such Customer Materials.

7.5 Removal of Content. If Finalsite determines in good faith that any Customer Materials could (a) pose a material security risk, (b) be deceptive or perceived as libelous, defamatory, obscene, racist, hateful, or otherwise objectionable, or (c) give rise to potential liability to Finalsite or a violation of applicable law or the terms or restrictions of the Agreement, then Finalsite may remove the offending Customer Materials, suspend Customer's and/or Customer's Authorized Users' use of the Services, and/or pursue other remedies and corrective actions.

7.6 Other Rights. Customer hereby grants Finalsite a limited right and license to use Customer's name, logo and/or other marks for the sole purpose of listing Customer as a user of the applicable Services in promotional materials unless and until Customer provides a written request to discontinue such use.

7.7 Feedback. In the event that the Customer or any of its Authorized Users submit any ideas, suggestions, proposed enhancements, or other feedback relating to the SaaS Services (collectively, "Feedback"), Finalsite shall own all such Feedback without compensation to the Customer or its Authorized Users and the Customer hereby irrevocably assigns all rights, including any Intellectual Property Rights, in such Feedback to Finalsite.

8. Protection of Personal Information.

8.1 Provision of Personal Information. In connection with use of the Services set forth in an Order, the Customer and its Authorized Users may from time to time provide Finalsite with certain personally identifiable information of the Customer's students, prospective students, parents of students, faculty, administrators, employees and/or Authorized Users that is protected by various laws and regulations ("Personal Information").

8.2 Data Protection and other Compliance Obligations. Both Parties shall comply with their respective obligations under applicable data privacy laws with respect to Personal Information, including the Family Educational Rights and Privacy Act of 1974, 20 USC 1232g and its implementing regulations, as they may be amended from time to time ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and COPPA. Finalsite will maintain reasonable and appropriate security measures designed to protect Personal Information from unauthorized access, destruction, use, modification and disclosure.

8.3 Customer Data Privacy Obligations. The Customer shall maintain reasonable and appropriate security measures to protect the confidentiality and integrity of its account IDs, passwords, and interaction with the SaaS Services. The Customer shall be responsible for all account activities regardless of whether the activities are authorized by the Customer or undertaken by the Customer, its employees, other Representatives, or Authorized Users; and Finalsite is not responsible for unauthorized access to Customer's account. The Customer shall also comply with all applicable laws and regulatory requirements governing Personal Information utilized and transferred in connection with the SaaS Services.

9. Additional Data Privacy Terms.

9.1 Student Data. Personal Information of students, student records and student-generated content (collectively, "Student Data") is the property of the applicable student or legal guardian of the student. During the Term of this Agreement, the Customer shall retain control of all Student Data maintained in



connection with the Services. Finalsite shall take reasonable commercial measures designed to ensure the security and confidentiality of all Student Data. Finalsite and its employees, agents and contractors shall use Student Data only for purposes for which it may utilize Customer Materials under the terms of this Agreement.

9.2 FERPA. Student Data may include “education records” as defined under FERPA. To the extent that Finalsite collects or processes Personal Information in education records in the course of providing Services under this Agreement, it does so as an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1) and is designated by the Customer for these purposes as a “school official” with legitimate educational interests. In this regard, Finalsite will comply with its responsibilities as a school official under FERPA. Similarly, the Customer will comply with the responsibilities applicable to it under FERPA. The Customer is responsible to obtain any necessary consents prior to providing Student Data to Finalsite and is wholly responsible for providing annual notice to students and parents or other legal guardians of their rights with respect to FERPA and other applicable law.

9.3 Additional Data Processing Terms. Additional data processing terms applicable to Customer’s jurisdiction are available at www.finalsite.com/dpa (each, a “DPA”) and are incorporated into and made a part of these Master Terms. Finalsite may amend or supplement any DPA from time to time to address current best practice or to address changes in applicable law. Such additional terms will become part of this Agreement unless Customer objects in writing within ten (10) days of any posted update, provided that any changes required by law shall become part of this Agreement immediately upon the effective date of such change.

10. Consent to Use/Transfer.

10.1 Consents. The Customer represents and warrants that at all times during the Term it has obtained all consents necessary for Finalsite to access and use the Customer Materials and Student Data for purposes of providing the Services, including those consents related to the collection, use, maintenance and transfer of Personal Information (including Student Data) in compliance with applicable law and regulatory requirements (including the Children’s Online Privacy Protection Act, as amended). Finalsite may rely on this Agreement as the Customer’s representation that all necessary consents have been obtained and Finalsite shall not be required to independently verify such fact or compliance by the Customer with applicable law with respect thereto.

10.2 Authorized Use. The Customer further represents and warrants that the use of Personal Information and other Customer Materials by Finalsite, in accordance with the terms of the Agreement, does not and will not violate any applicable law or regulatory requirements, or result in the breach of any covenant or obligation that the Customer has to any person or entity. The Customer acknowledges that Finalsite has no responsibility to review or monitor any Customer Materials, including reviewing or determining the legality, accuracy or completeness of Customer Materials. Finalsite, however, reserves the right to take any action with respect to the Services that Finalsite deems necessary or appropriate in its sole discretion if Finalsite reasonably believes the Customer’s use of the Services could violate applicable law or regulatory requirements, create liability for Finalsite, its affiliates and/or its suppliers, or could otherwise compromise or disrupt services provided to other customers.

11. Customer Responsibilities.

11.1 Hardware and Customer Procedures. In addition to its other responsibilities as set forth in this Agreement, the Customer is solely responsible for and assumes all liability relating to (i) decisions about the Customer’s computer and communications systems needed to access the SaaS Services; (ii) all purchases of any necessary hardware, software, services or licenses required by the Customer to access and use the SaaS Services as contemplated in this Agreement; (iii) the Customer’s procedures and criteria, including any claim by an applicant, student, parent or employee arising from the Customer’s procedures or criteria and any violation of any applicable statutory or regulatory requirements resulting from implementation of the Customer’s procedures and criteria; and (iv) provision and maintenance of all domains and URLs used by the Customer and its Authorized Users to access the Services.

11.2 Compliance with Law. The Customer and its Authorized Users shall comply with all applicable law and regulatory requirements in their respective execution, delivery and performance of this Agreement and access to and use of the Services.

11.3 Terms of Use. Access and use of the Services is contingent upon compliance with the terms and conditions of this Agreement. The Customer warrants and covenants that neither the Customer or its Authorized Users will: (i) use the Services, in whole or in part, to store, initiate or transmit material (including Customer Materials) that is infringing, libelous, defamatory, abusive, harmful to minors, designed to cause annoyance, inconvenience or distress to any



person; comprises unsolicited marketing in violation of third-party privacy or property rights, or otherwise violate applicable law: (ii) interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data or content contained therein; (iii) attempt to gain unauthorized access to the Services or its related systems or networks; or (iv) provide the Services to third parties who are not Authorized Users, including, by resale, license, loan or lease. The Customer will use best efforts to prevent and/or block any prohibited use, and will cooperate with Finalsite to prevent or cease such use from continuing. The Customer will notify Finalsite in writing within three (3) business days of discovery of facts indicating that the Services are being used in violation of the Agreement or applicable law, describing such violation(s), and the basis for such knowledge, and shall fully cooperate with Finalsite to remedy such violation. The Customer shall be solely responsible and liable for such violative use.

12. Term of the Agreement/Orders.

12.1 Term. This Agreement shall become effective on the effective date of the first Order entered into by the Customer and Finalsite and shall continue through the termination date of all Orders hereunder (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement. The term of any Order shall be stated in the Order, provided however that unless otherwise provided in any Order, the term of each Order shall automatically renew for successive terms of equal duration to the initial term stated therein (each, a "Renewal Term"), unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term. The Initial term and all Renewal Terms are collectively referred to as the "Term".

13. Termination.

13.1 Uncured Breach. In the event either Party defaults in any obligation in this Agreement or any Order, the non-defaulting Party shall give written notice of such default. If the Party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting Party may terminate this Agreement by delivering written notice thereof to the defaulting Party.

13.2 Insolvency. Either Party may terminate this Agreement effective immediately upon written notice in the event that the other Party: (i) makes a general assignment for the benefit of creditors; (ii) institutes proceedings seeking relief or reorganization under any laws relating to bankruptcy or insolvency or (iii) has a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such

Party's property or provides for the liquidation of such Party's property or business affairs.

13.3 Inactivity. Either Party may terminate this Agreement upon written notice at any time when there are no Orders then in effect. In addition, this Agreement shall automatically expire if there are no Orders or SOWs in effect for a continuous period of six (6) months.

13.4 Convenience. The Customer shall have the right to terminate any Order for convenience, contingent upon satisfying the following conditions: (i) the Customer must provide Finalsite with at least ninety (90) days prior written notice of termination of the applicable Order, including the effective date of termination; and (ii) the Customer must pay Finalsite (on or before the effective date of termination) one hundred percent (100%) of all remaining fees due under the terminated Order as of the effective date of such termination, in addition to actual expenses incurred by Finalsite as of the termination date.

13.5 Termination for Lack of Funding. The Customer represents that it has sufficient available funds to pay for the Services purchased under each Order through at least the end of the then-current fiscal year. If sufficient funds are not appropriated by the Customer's public funding body to pay in full the fees due under such Order for any fiscal year thereafter during which an Order is in effect, then the Customer shall have the right to terminate the relevant Order by providing Finalsite written notice of termination at least ninety (90) days prior to the first day of the fiscal year for which sufficient funds will not be available and by paying Finalsite in full for all fees and expenses due through the end of the then-current fiscal year. The Customer agrees that the termination rights set forth in this Section 13.5 will not apply if funds are appropriated to it for the acquisition, retention or operation of software or other services substantially similar to the Services provided by Finalsite under this Agreement. The Customer agrees to use its best efforts to obtain and maintain sufficient funds to make all payments due hereunder and commits that it will only utilize this provision in the event that, despite its good faith best efforts to continue to fund all Orders under this Agreement, such funds are not appropriated by the relevant funding body.

13.6 Effects of Termination. Termination of this Agreement or any Order or SOW shall terminate all Services provided by Finalsite thereunder without the requirement of additional notice by Finalsite, and the Customer and its Authorized Users shall cease all use of the applicable Services on or before the effective date of termination or expiration. The due dates of all payments



owed by the Customer to Finalsite under this Agreement shall become due on the effective date of termination or expiration.

14. Subcontractors.

14.1 Use of Third Party Contractors. Subject to the terms of this Agreement, including the relevant DPA and applicable law, Finalsite may utilize third party subcontractors and/or subprocessors in its sole discretion to perform, or support performance of, any Services under this Agreement. In such event, Finalsite shall not be relieved from its obligations under this Agreement. The Customer hereby provides its general consent to Finalsite to such subprocessing. A current list of subprocessors utilized by Finalsite in provision of Services can be found at <https://www.finalsite.com/subprocessors>.

15. Fees and Expenses.

15.1 Fees. All fees and expenses payable by the Customer shall be payable in the amounts and on such payment dates as described in the applicable Order. The Customer may ACH or wire payments or pay via check. If the Customer elects to pay via check, the check must be drawn on a U.S. bank. Fees stated in any Order are fixed for the current Term of the Order for the scope of Services described in such Order. Thereafter, Finalsite may increase fees for any Renewal Term effective as of the commencement of such Renewal Term by providing at least thirty (30) days' advance written notice to the Customer of the increase. Any requested changes to the scope of Services requested by the Customer shall be subject to additional fees, which shall be reflected in an amendment to the existing Order or a new Order executed by the Parties. All amounts payable by the Customer under this Agreement will be paid to Finalsite without setoff or counterclaim, and without any deduction or withholding. All fees are non-refundable.

15.2 Expenses. In addition to obligation to pay fees, the Customer shall reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering Services to the Customer under any SOW. Except as described in a SOW, all such expenses shall be payable by the Customer upon execution of the relevant SOW.

15.3 Payment Terms. All Services fees are payable annually in advance. Payment for the invoice covering the first year of any Order is due and payable upon execution of the relevant Order. Thereafter, Finalsite will invoice the Customer for each subsequent annual period on each annual anniversary of the effective date of the relevant Order. All invoices under any Order shall be due and payable within thirty (30) days of invoice date. After thirty (30) days from the invoice date, Finalsite may

charge interest at the rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is less, on all overdue unpaid amounts until payment is received by Finalsite. All fees incurred by Finalsite for collections (including attorneys' fees and costs) must be paid or reimbursed by the Customer. All invoices shall be sent to the Customer at the billing address set forth in the Order.

15.4 Suspension for Non-Payment. In the event the Customer fails to pay any amounts owing under any Order for sixty (60) days from date of invoice, without limiting its other rights and remedies, Finalsite may suspend Services to the Customer until such amounts are paid in full. Finalsite will provide the Customer prior notice that the Customer's account is overdue before suspending Services.

15.5 Taxes. The Customer shall be responsible for the payment of or reimbursement of Finalsite for any applicable present or future services, sales, use, excise, goods, property, value added or other taxes or duties levied against or upon the provision of SaaS Services (excluding taxes based upon Finalsite's net income). Upon request, the Customer will provide Finalsite with a valid tax exemption certificate authorized by the appropriate taxing authority.

16. Confidentiality.

16.1 Confidential Information. In the course of performance of this Agreement, the Parties may receive or have access to information that is confidential to one or the other Party and a Party's Authorized Users (collectively, "Confidential Information"). Confidential Information shall mean non-public materials and information, in whatever form, written, oral or otherwise, that include, but shall not be limited to (i) the SaaS Services, including any modules, functionality or content licensed by Finalsite from third parties; (ii) the distinctive methods or procedures which Finalsite uses in the design, development, licensing, support, or maintenance of the SaaS Services, (iii) each Party's business processes and strategies, (v) all portions of the Customer Materials which are treated as confidential by the Customer; (vi) all Personal Information; and (v) all information clearly identified by either Party as confidential, provided however that a Party's Confidential Information shall not include information that: (a) is or becomes generally available to the public through no act or omission of the other Party; (b) was in the other Party's lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or from a third party whom the receiving Party knows or should know is under an obligation of



confidentiality with the owner of the Confidential Information; (c) is lawfully disclosed to the other Party by a third party without restriction on disclosure; or (d) is independently developed by the other Party.

16.2 Restrictions on Use and Disclosure. Each Party agrees to hold the other Party's Confidential Information in confidence during the Term of this Agreement and following termination for any reason. Except for disclosure to Finalsite's subcontractors and third party service providers who are bound by confidentiality obligations with respect to such Confidential Information and as otherwise provided in the Agreement, each Party agrees not to make the other Party's Confidential Information available in any form to any third party or to use the other Party's Confidential Information for any purpose not intended under this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Following receipt of a written request and promptly following termination of this Agreement, the other Party shall return to the requesting Party, in whole or in part, the Confidential Information that has been disclosed in tangible form. Each Party may retain a copy of Confidential Information solely for archival purposes.

16.3 Public Records Law. The Customer's obligations under this Section 16 are subject to the state public records laws of the state of the Customer's formation to the extent applicable, *provided that*: (i) the Customer shall provide Finalsite prompt written notice of any public records requests for disclosure of this Agreement and/or any materials and information relating to this Agreement, Finalsite Confidential Information and/or deployment of Finalsite's technology, including Finalsite's responses to any Request for Proposal issued by the Customer; (ii) allow Finalsite to claim any exceptions from disclosure it deems appropriate under applicable law, at Finalsite's cost and expense; and (iii) reasonably cooperate with Finalsite in such efforts.

17. Representations, Warranties & Disclaimers.

17.1 Services Warranties. Finalsite warrants to the Customer that during the Term of the Agreement: (i) all Professional Services will be performed in a professional manner, with the requisite level of qualifications, care and skill, exercised consistent with standard industry practices; and (ii) the features and functions of the SaaS Services will comply in all material respects with the description(s) set forth in the applicable standard user guides and administrative guides when used and/or accessed in accordance with the terms and conditions of this Agreement and the applicable Order. The Customer

must provide written notice to Finalsite of any alleged defects and the Customer's sole remedy will be for Finalsite to promptly provide modifications or fixes with respect to the applicable non-conformity.

Unless the Customer provides written notice to Finalsite within ten (10) business days following completion of any Professional Services, any claims of breach of warranty with respect to such Professional Services and resulting work product shall be deemed waived.

17.2 Exclusions. The foregoing are excluded from the foregoing services warranties and Finalsite shall not be liable for: (i) the Customer's or its Authorized Users' use and/or access the SaaS Services in a manner which is not in conformance with the terms and conditions of this Agreement and relevant Order; (ii) the Customer's or its Authorized Users' use the SaaS Services with third party data, software or hardware which is incompatible with the SaaS Services; (iii) errors in the SaaS Services resulting from the Customer's or its Representatives' or Authorized Users' configuration or manipulation of the SaaS Services, in each case not specifically recommended in writing by Finalsite; or (iv) reduced performance or non-availability of the SaaS Services resulting from failure of network connections.

17.3 Debarment. Finalsite represents and warrants that neither it nor, to its knowledge, any of its respective employees or other Representatives engaged in the provision of Services under this Agreement have been excluded, debarred, suspended or otherwise deemed ineligible to participate in Federal, state or other U.S. governmental programs, nor is it, or to its knowledge, its respective employees or other Representatives, included on the list of sanctioned parties maintained by the U.S. government, including, without limitation, the List of Specially Designated Nationals and Blocked Persons and Foreign Sanctions Evaders List maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the Office of Inspector General, the General Services Administration, or any other state or federal governmental agency.

17.4 Finalsite Validity/ Non-contravention Warranties. Finalsite represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of Finalsite, duly authorized by all necessary action on the part of Finalsite; and (ii) the execution, performance and delivery of this Agreement by Finalsite are within Finalsite's corporate powers and do not and will not violate (a) the articles of incorporation or bylaws of Finalsite, (b) any law, rule, regulation, judgment, order or decree applicable to Finalsite's performance of its obligations hereunder or contravene or cause a default



under any license, franchise, permit or other similar authorization held by Finalsite, or any agreement to which Finalsite is a party, or (c) require the consent or other action of any person or entity which has not been obtained prior to execution of this Agreement.

17.5 Customer Validity/ Non-contravention Warranties.

The Customer represents, warrants and covenants that: (i) this Agreement constitutes the valid and binding agreement of the Customer, duly authorized by all necessary action on the part of the Customer and its governing body; (ii) the Customer has full authority to execute and perform its obligations as contemplated by this Agreement; and (iii) the execution, performance and delivery of this Agreement by the Customer are within the Customer's organizational powers, have been duly authorized by all necessary action on the part of the Customer, and do not and will not violate (a) the applicable organizational documents of the Customer, (b) any applicable law, regulatory requirement, judgment, order or decree or cause a default under any license, franchise, permit or other similar authorization held by the Customer, or any agreement to which the Customer is a party, or (c) require the consent or other action of any person or entity (including in respect of, or filing with, any governmental body, agency or official) which has not been obtained prior to execution of this Agreement. The Customer has provided Finalsite evidence of approval by all governing bodies as required by applicable state law prior to the execution of the Agreement.

17.6 Disclaimers. It is the Customer's sole responsibility to determine the suitability of the Services for the Customer's use. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR (4) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. EXCEPT AS SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", WITHOUT ANY FURTHER WARRANTIES OF ANY KIND. FINALSITE AND ITS LICENSORS MAKE NO WARRANTY THAT OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS WILL BE CORRECTED. FINALSITE AND ITS LICENSORS MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER

EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY THIRD PARTY TECHNOLOGY.

17.7 Liability Limits. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, EXCEPT FOR AMOUNTS OWED BY CUSTOMER UNDER THIS AGREEMENT, FOR ALL CLAIMS BY A PARTY, WHETHER SUCH CLAIMS ARE MADE IN CONTRACT, TORT, OR OTHERWISE, A PARTY'S POTENTIAL RECOVERY SHALL BE LIMITED TO THE ACTUAL, DIRECT DAMAGES SUFFERED BY SUCH PARTY UP TO THE ACTUAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO FINALSITE UNDER THE ORDER UNDER WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRIOR TO THE INITIAL ASSERTION OF CLAIM(S) FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM(S).

17.8 Waiver of Indirect Damages. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY LAW, IN NO EVENT SHALL A PARTY (IN THE CASE OF FINALITE INCLUDING ITS SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND/OR SUBCONTRACTORS) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR COSTS OF SUBSTITUTE SERVICES) SUFFERED BY CUSTOMER, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FINALSITE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THIS AGREEMENT SHALL NOT CONVEY UPON ANY THIRD PARTY ANY RIGHTS HEREUNDER, AND NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY.

17.9 Customer Procedures and Criteria. In the event the Services described in an Order include implementation of procedures or criteria specified by the Customer (such as the Customer's admission criteria and enrollment procedures), Finalsite expressly disclaims all liability associated with the content, and results obtained by use, of such procedures and criteria. The Customer is solely responsible for the scope of such procedures and criteria and reviewing the Services as configured by Finalsite to ensure compliance with the Customer's procedures and/or criteria. FINALSITE ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO WHETHER THE CUSTOMER'S PROCEDURES OR CRITERIA COMPLY WITH APPLICABLE LAW OR REGULATORY REQUIREMENTS. TO THE EXTENT THAT CUSTOMER'S PROCEDURES OR CRITERIA VIOLATE ANY APPLICABLE LAWS OR REGULATORY REQUIREMENTS, FINALSITE RESERVES THE RIGHT TO REFUSE TO



IMPLEMENT SUCH PROCEDURES OR CRITERIA WITHOUT LIABILITY HEREUNDER.

18. Affirmative Action, Equal Employment Opportunity

18.1 Non-Discrimination. Finalsite is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and are committed to follow these practices of non-discrimination, equal employment opportunity, and affirmative action. Finalsite shall use good faith efforts to ensure implementation of this policy in its employment practices, including recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training. Where required by applicable law, Finalsite has implemented written affirmative action plans.

19. Background Checks

19.1 Background Checks. If any Finalsite employees or agents shall have access to the Customer facilities, Student Data or other Confidential Information, Finalsite shall screen all such employees and agents, including interviews, reference checks, and credit history, as applicable to the scope of such access. Finalsite shall conduct criminal background checks in accordance with state and federal law for Finalsite employees and who may have direct contact with children under this Agreement. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws.

20. Insurance.

20.1 Minimum Coverage Limits. At all times during the Term of this Agreement, Finalsite shall maintain the following minimum insurance coverages and shall provide a certificate of insurance evidencing such coverages to the Customer upon request.

(i) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

(ii) automobile liability coverage in the amount of \$1,000,000 combined single limit;

(iii) umbrella liability coverage, occurrence based with limits of at least \$5,000,000 per occurrence and in the aggregate;

(iv) workers' compensation and employee liability coverage for statutory limits; and

(v) professional, data privacy and network security coverage with an aggregate limit of \$5,000,000.

21. Modifications/ Amendments.

This Agreement (including any Order and/or SOW) can only be modified or amended by a written agreement signed by persons authorized to sign agreements on behalf of each of the Parties.

22. Waiver.

No failure to exercise and no delay in exercising on the part of either Party, or partial exercise, shall operate as a waiver of any right under this Agreement. A waiver on one occasion shall not operate as a waiver on other occasions.

23. Severability.

If any term or provision of this Agreement or application of the terms of this Agreement to the Parties shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then such invalidity will not affect the remainder of this Agreement and each other term and provision shall be valid and enforceable to the fullest extent permitted by law.

24. Relationship of Parties.

The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency or joint venture, association, or other form of agency relationship between the Parties. A Party and its respective personnel shall not be eligible to participate in any employee welfare or other benefit plans, however characterized, which may be maintained by the other Party. Each Party agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to its respective personnel. Each Party agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for its respective personnel as may be applicable.

25. Assignment.

This Agreement may not be transferred or assigned directly or indirectly by either Party, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Finalsite may freely assign this Agreement to an affiliate and/or in connection



with a change of control transaction or sale of substantially all of its business or assets as a going concern.

26. Force Majeure.

Either Party will be excused from delays in performing or from failing to perform its obligations under this Agreement (except for payment obligations which may be delayed but shall not be so excused) to the extent the delays or failures result from causes beyond the reasonable control of the Party. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, including public states of emergency, utility or communications failures, denial of service, hacking and other malicious attacks and activities, software viruses, telecommunications slow-downs or failure, erroneous data transmission, and causes which could not, with reasonable diligence, be controlled or prevented by the Party. However, to be excused from delay or failure to perform, the Party must promptly provide written notice to the other Party and act diligently to remedy the cause of the delay or failure.

27. Entire Agreement.

This Agreement, including any and all Orders, SOWs, Exhibits, Schedules, Attachments and material incorporated by reference, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. This Agreement represents the complete and final agreement of the Parties and supersedes and replaces all prior or contemporaneous oral or written agreements, understandings or commitments between the Parties, including any purchase order. For clarity, while the Customer may utilize a purchase order for its internal administrative purposes, any terms or conditions in any such purchase order shall be deemed null and void and the terms and conditions of this Agreement shall solely govern and control.

28. Indemnification.

28.1 Finalsite Indemnity. Finalsite will indemnify and defend the Customer against any third-party claim and cause of action and any resulting loss, damage or expense (including reasonable attorney's fees) awarded against the Customer to the extent caused by (i) any fraud or willful misconduct by Finalsite or its Representatives; or (ii) the infringement by the SaaS Services, as provided by Finalsite and used in accordance with the terms of this Agreement and the relevant Order, of any Intellectual Property Rights of such third party. If

any SaaS Services are held or believed to infringe any third party's Intellectual Property Rights, Finalsite may, in its sole discretion, (i) modify the relevant SaaS Services to be non-infringing, (ii) obtain for the Customer the right to continue using the relevant SaaS Services or (iii) if neither (i) nor (ii) are commercially practicable, terminate the relevant Order as to the alleged infringing SaaS Services and return to the Customer any unearned fees for use of such SaaS Services prepaid by the Customer to Finalsite.

28.2 Exclusions. The foregoing indemnity will not apply and Finalsite will not be liable for any damages assessed in any cause of action to the extent such cause of action arises or damages result from (i) the Customer's or its Authorized Users' use of the relevant SaaS Services other than as set forth in this Agreement and the relevant Order; or (ii) the combination, operation or use of the relevant SaaS Services with software, hardware, technology or other materials not approved or supplied by Finalsite, if infringement (including, without limitation, contributory infringement) would have been avoided by use of the relevant SaaS Services without such software, hardware, technology, or other materials.

28.3 Customer Indemnity. Except to the extent expressly prohibited by law with respect to immunity of government entities applicable to the Customer, the Customer shall indemnify and hold Finalsite, its licensor's and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all third party claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) awarded against Finalsite to the extent caused by: (i) any fraud willful misconduct of the Customer or its Representatives or Authorized Users; (ii) the infringement by the Customer Materials, and/or any Third Party Technology provided to Finalsite or input into the SaaS Services by the Customer or its Authorized Users, of the Intellectual Property Rights of a third party; and (iii) the nature, substance or content of the Customer Materials (such as a defamation claim, an invasion of privacy claim, a claim arising from lack of consent to use the Customer Materials).

28.4 Indemnity Procedure. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof; (ii) the Indemnitor shall have no obligation for any claim under this



Agreement if the Indemnitee makes any admission regarding such claim involving the Indemnitor without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld; and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice. Each party will take reasonable steps to mitigate any potential damages. If both the Indemnitor and Indemnitee are at fault, then the Indemnitor shall indemnify the Indemnitee only for the percentage of responsibility for the damage or injuries attributable to the Indemnitor.

28.5 Exclusive Remedy. THIS SECTION 28 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF EACH PARTY, AND THE EXCLUSIVE REMEDY OF EACH PARTY, WITH RESPECT TO CLAIMS BY ANY THIRD PARTY.

29. Conflict Resolution and Applicable Law.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the jurisdiction of the Customer's formation, excluding conflict of law principles. If any claim arising out of or relating to the Agreement, or a breach thereof, the Parties will consult with each other to reach a satisfactory solution. If they do not reach settlement within a period of thirty (30) days, then, upon notice by either party to the other, such claim will be referred to arbitration for full and final settlement by a panel of three arbitrators appointed in accordance with the Commercial Rules of Arbitration of the American Arbitration Association. The cost of the arbitration will be borne equally by the Parties.

30. Export Control.

Customer shall not export or allow the export or re-export the Services, any components thereof or any Confidential Information of Finalsite without Finalsite's express, prior, written consent and except in compliance with all export control laws and regulations of the U.S. Department of Commerce and all other U.S. agencies and authorities, and, if applicable, relevant foreign laws and regulations.

31. General Definitions.

Reference in this Agreement or any Order or other document incorporated by reference into the Agreement to the following words shall have the meaning set forth in this Section 31: (i) "ensure" and its derivatives means to use commercially reasonable efforts to pursue the stated

aim and does not imply or constitute any guaranty of results or outcomes or any express or implied covenant, warranty or representation; (ii) "best efforts", "commercially reasonable efforts" and "reasonable efforts" mean acting with diligence and good faith in the performance of the applicable obligation; and (iii) "immediately" means promptly and without undue delay.

SERVICES RIDER – MASS NOTIFICATION SERVICES

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to mass notification Services described in any Order, which may include cell phone calls, SMS text messages, email messages and other notification services (collectively, "Mass Notification Services") and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. Definitions. For purposes of this Agreement, an "Emergency Purpose", shall have the meaning set forth in the Telephone Consumer Protection Act, 47 U.S.C. § 227, namely, calls made necessary in any situation affecting the health and safety of consumers. "First Responder Incidents" means an occurrence, situation or natural phenomenon which may be immediately threatening to life, health, property or the environment or has a high probability of escalating to cause immediate danger to life, health, property or environment. An "Emergency Message" is a Message sent to all recipients for Emergency Purposes. An "Outreach Message" is a Message sent to one or more recipients for general outreach and informational purposes that is not an Emergency Message. "Student" means the number of full-time students enrolled at Customer's institution.

2. Customer Acknowledgement and Obligations.

a. Customer acknowledges that Customer may use the Mass Notification Services for Emergency Purposes and to send Emergency Messages and Outreach messages. However, the Parties expressly acknowledge and agree that Mass Notification Services are not designed for responding to First Responder Incidents (including notifying 911, fire, police, ambulance, and/or emergency medical personnel).

b. Customer represents and warrants that: (i) it will comply with all applicable laws and contracts in connection with use of contact data for all message recipients ("Contact Data") and the Mass Notification Services, and with respect to the content and transmission of calls, texts, email messages and other messages and notifications (collectively, "Messages") sent using the Mass Notification Services, including, without limitation, all federal and state telemarketing or telephone consumer protection-related laws, rules and regulations, the Telephone Consumer Protection Act (47 U.S.C. § 227) the FCC's implementing

regulations (47 C.F.R. § 64.1200) (such laws, rules and regulations, as amended from time-to-time, collectively, the "Telemarketing Laws"), and where applicable, the legislation commonly referred to as Canada's Anti-Spam Legislation (S.C. 2010, c. 23) ("CASL"); (ii) as to each recipient to be contacted by Finalsite on Customer's behalf, Customer has obtained consents that may be required by the Telemarketing Laws, CASL and Customer's applicable privacy policies; (iii) Customer will retain documentary proof of such consents for at least five (5) years from the date the recipient's contact information is provided by Customer to Finalsite; (iv) Customer will suppress and will not provide to Finalsite any contact information for any recipient who has registered their telephone number on the national Do-Not-Call Registry, the transferred cell phone number registry, or any similar state or other registries and who has not provided consent to contact or has otherwise indicated that he or she does not wish to be contacted; (v) Customer will have in place reasonable safety and emergency response policies and procedures to respond to First Responder Incidents which do not utilize the Mass Notification Services; (vi) Customer will not take actions that will subject Finalsite to any liability under applicable law due to the import of Contact Data; (vii) Customer will provide a reasonable means for message recipients to rescind consent to receive Messages and will not send Messages to message recipients who have opted out of receiving Messages; and (viii) where Customer is providing a recipient and/or Student count or other data for the purposes of Finalsite's Service pricing quotations, such information shall be true and correct. Customer will designate qualified personnel to act as liaisons between Customer and Finalsite with respect to technical, administrative and content matters, and providing accurate and current contact information. Finalsite shall have the right to require Customer to provide a legal compliance plan in connection with Customer's use of Finalsite's Mass Notification Services and may audit Customer's compliance with such plan as well as compliance with the terms of this Product Rider. Failure to comply with

any provision of this Section 2 is a material breach of the Agreement. Except to the extent prohibited by applicable law, including laws providing for the sovereign immunity of government entities, Customer agrees to indemnify, defend and hold Finalsite harmless from and against all third party claims, lawsuits, proceedings, causes of action, and resulting damages, liabilities, losses, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees) relating to or arising out of Customer's breach of the foregoing representations, warranties and obligations, or in connection with any claim or action from a third party that arises from the sending (or inability to send or receive), content, or effects of any Messages Customer distributes using, or Customer's failure to use, the Mass Notification Service. In connection with such indemnity and defense obligations related to a third-party claim, lawsuit or proceeding: (i) Finalsite may, in addition to the defense provided by Customer and the counsel of its choosing, participate in such defense through counsel of its own choosing, which participation shall be at its sole expense, and (ii) Customer shall not settle or permit the settlement of any such third-party claim, lawsuit, or proceeding without Finalsite's prior written consent, which consent shall not be unreasonably withheld. This Section shall survive any termination of this Agreement for any reason.

3. Political Activities. The Mass Notification Services shall not be used for political activities.

4. Usage Rating. The Mass Notification Services are subject to usage rating as determined by Finalsite and set forth in the relevant Statement of Work or Order, which may result in additional charges applied throughout the Term based on the level of Mass Notification Services utilized by Customer.

5. Remedies and Disclaimers. In the event of any failure of the Mass Notification Services to

comply with the Agreement, Customer's sole and exclusive remedy shall be to terminate the Mass Notification Services. Customer agrees that the Mass Notification Services are not intended, nor designed, for use in high-risk activities or First Responder Incidents, or in any situation where failure of the Mass Notification Services could lead to death, personal injury, or damage to property, or where other damages could result if an error or outage occurred. The Parties further acknowledge and agree that, NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, FINALSITE SHALL NOT BE LIABLE FOR ANY DEATH, PERSONAL INJURY, OR DAMAGES ARISING OUT OF OR RELATED TO USE OF THE MASS NOTIFICATION SERVICES. Customer agrees that its primary recourse in the event of any actual or potential First Responder Incident should be to contact 911 or a first responder and that the Mass Notification Services are not intended to replace 911 or any other services designed to respond to First Responder Incidents.

6. Carrier Restrictions. The Mass Notification Services are subject to restrictions placed on Finalsite by mobile and wireless carriers and network operators (collectively, "Carriers"). For example, Carriers may place limits on the number of characters that may be included in a Message and may change Message delivery options, including certain types of codes used to send SMS text messages. Carrier restrictions are not within the control of Finalsite and are subject to change without notice. When a Carrier places new or modified restrictions on Finalsite, certain features and functions of the Mass Notification Services may change as a result without notice to you. Customer acknowledges and agrees that Finalsite will not be responsible or liable for any change in Mass Notification Services that arise from or in connection with Carrier restrictions.

SERVICES RIDER – AUDIOEYE

The following additional terms and conditions shall apply to any Order in which the Customer purchases access to accessibility services provided by AudioEye as described in any Order (the “AudioEye Services”) and such terms and conditions are incorporated by reference and made a part of the Master Terms.

1. The AudioEye Services provided in this Order do not provide accessibility or compliance, or otherwise remediate, the following: (i) any documents, spreadsheets, or other non-website content or files accessible via the Customer’s domain, (ii) any videos or other multimedia files accessible via the Customer’s domain (including embedded videos or multimedia files from third-party platforms), (iii) any non-website applications, (iv) any third-party domains linked from the Customer’s domain (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.
2. The AudioEye terms and conditions set forth at <https://www.audioeye.com/terms-of-service/> are incorporated into this Order by reference with respect to access and use of the AudioEye Services.
3. AudioEye will use commercially reasonable efforts to provide Customer with support for the AudioEye Services as specified at <https://www.audioeye.com/sla/>.
4. Except as provided in the relevant Order, any code modifications to the SaaS Services required to bring Customer’s domain into accessibility standards which result from either changes in accessibility standards or content changes made by Customer after the launch date of Customer’s domain shall be subject to an additional charge at Finalsite’s then-current Professional Services rates.

Agenda Item Title: ALLN Budget Amendment - FY26 Federal Projects

Board Meeting Date: October 14, 2025

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS has been awarded \$40,000 for the Preschool Access for All Network grant. This grant focuses on empowering districts to increase opportunities for children aged 3-5 by expanding developmentally appropriate environments and high-quality instruction. This grant will purchase classroom items such as fine motor materials, sensory items, art supplies, dress up clothes, as well as bean bags, kid size furniture and adaptive seating for calm corners. These funds will also cover the costs of substitute teachers to allow our Pre-K teachers to attend professional development sessions and to observe other classrooms. This grant will also fund a stipend for the teachers who attend AALN professional development outside of contract hours.

Staff Recommendation

Approve the FY26 budget amendment to recognize the new revenue and related expenditures to utilize the AALN grant.

Fiscal Impact

Recognize new revenue in the amount of \$40,000 and related expenditures with no impact to fund balance.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142
Fiscal Year 2025-2026

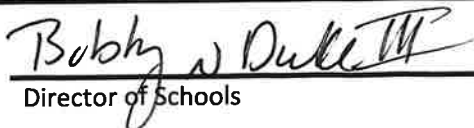
Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Preschool Access for All Network		40,000	40,000
Total Increase in Revenues	\$ -	\$ 40,000	\$ 40,000
<u>Expenditures</u>			
Preschool Access for All Network			
Certified Substitute Teachers		4,711	4,711
Social Security		300	300
Medicare		70	70
Instructional Supplies & Materials		10,000	10,000
Other Supplies & Materials		10,000	10,000
Other Salaries & Wages		11,000	11,000
Social Security		680	680
State Retirement		880	880
Medicare		159	159
In Service/Staff Development		2,200	2,200
Total Increase in Expenditures	\$ -	\$ 40,000	\$ 40,000

CHANGE IN FUND BALANCE (CASH) -

MCS has been awarded the Preschool Access for All Network grant. This grant focuses on empowering districts to increase opportunities for children aged 3-5 by expanding developmentally appropriate environments and high-quality instruction. This grant will purchase items for classrooms such as fine motor materials, sensory items, art supplies, dress up clothes, as well as items for calm corners such as bean bags, kid size furniture and adaptive seating. These funds will also cover the costs of substitute teachers to allow our Pre-K teachers to attend professional development sessions and to observe other classrooms. This grant will also fund a stipend for the teachers who attend AALN professional development outside of contract hours.


10/6/25

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	 Director of Schools	10/6/25 Date
Declined	<input type="checkbox"/>		

Enrollment Period 2 - 09/05/2025 - 10/03/2025

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 1
Black Fox*	772	40			28			840	3
Bradley	342					12		354	1
Cason Lane	622	70	16	19	31			758	(2)
Discovery	377							377	0
Erma Siegel	822		13	6	24		1	866	(3)
Hobgood	613				15			628	(2)
John Pittard	730	40	17	13	23			823	4
Mitchell-Neilson	497	40	13	8		16		574	(1)
Northfield	547	40	7	6	32			632	10
Overall Creek	897				17			914	2
Reeves-Rogers	331				14			345	(11)
Salem	884				19			903	5
Scales	872				29			901	4
								8915	10

Totals	8306	230	66	52	232	28	1	8915
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
TISA Funded	8306				232	28	1	8567
Non-TISA Funded		230	66	52				348

Total Growth Over Period 9 24-25	
Period 9 2024-2025 -----	9265
Growth from 24-25 to 25-26 ---	-350

TISA Funded Growth Over Period 9 24-25	
Period 9 2024-2025 -----	8879
Growth from 24-25 to 25-26 ---	-312

TISA Funded Growth by Reporting Period	
Period 2 2024-2025 -----	8891
Growth from 24-25 to 25-26 ---	-324

Average Attendance Percentage
96.1%

PTR Period 2 - 09/05/2025 - 10/03/2025

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6	Gain/Loss from Per 1
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio		
Black Fox	117	7	16.71	119	7	17.00	114	6	19.00	116	6	19.33	466	26	17.92	129	7	18.43	111	5	22.20	66	3	22.00	306	15	20.40	772	2
Bradley	52	3	17.33	49	3	16.33	47	3	15.67	52	3	17.33	200	12	16.67	48	3	16.00	53	3	17.67	41	2	20.50	142	8	17.75	342	(1)
Cason Lane	91	6	15.17	91	5	18.20	104	6	17.33	107	7	15.29	393	24	16.38	105	6	17.50	84	5	16.80	40	2	20.00	229	13	17.62	622	(4)
Discovery	60	3	20.00	60	3	20.00	60	3	20.00	60	3	20.00	240	12	20.00	63	3	21.00	64	3	21.33	10	1	10.00	137	7	19.57	377	0
Erma Siegel	136	8	17.00	132	7	18.86	141	7	20.14	134	7	19.14	543	29	18.72	144	8	18.00	135	7	19.29				279	15	18.60	822	(3)
Hobgood	84	5	16.80	88	5	17.60	99	6	16.50	98	5	19.60	369	21	17.57	88	5	17.60	98	5	19.60	58	3	19.33	244	13	18.77	613	0
John Pittard	122	6	20.33	108	6	18.00	106	6	17.67	114	6	19.00	450	24	18.75	119	6	19.83	109	6	18.17	52	3	17.33	280	15	18.67	730	0
Mitchell-Neilson	72	5	14.40	80	5	16.00	76	4	19.00	96	5	19.20	324	19	17.05	67	4	16.75	82	4	20.50	24	2	12.00	173	10	17.30	497	(2)
Northfield	82	5	16.40	93	5	18.60	90	5	18.00	92	5	18.40	357	20	17.85	93	5	18.60	78	4	19.50	19	2	9.50	190	11	17.27	547	9
Overall Creek	116	7	16.57	140	7	20.00	157	8	19.63	155	8	19.38	568	30	18.93	171	9	19.00	158	8	19.75				329	17	19.35	897	1
Reeves-Rogers	48	3	16.00	73	4	18.25	50	3	16.67	49	3	16.33	220	13	16.92	56	3	18.67	55	3	18.33				111	6	18.50	331	(12)
Salem	131	7	18.71	137	8	17.13	130	7	18.57	155	8	19.38	553	30	18.43	164	8	20.50	139	8	17.38	28	2	14.00	331	18	18.39	884	3
Scales	140	8	17.50	139	8	17.38	138	8	17.25	155	8	19.38	572	32	17.88	161	8	20.13	139	7	19.86				300	15	20.00	872	3
Totals by Grade	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade						8306	(4)			
	1251	73	17.14	1309	73	17.93	1312	72	18.22	1383	74	18.69	1408	75	18.77	1305	68	19.19	338	20	16.90							Total K-6	

Regular Education PTR			
Kindergarten thru Third Grade -----	5255	292	18.00
Fourth Grade thru Sixth Grade -----	3051	163	18.72
District Totals	8306	455	18.25

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

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14 + days)		Period 8 (16+ days)		Period 9 (18+ days)	
	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25
Black Fox	148	161	106	132		87		108		124		121		101		97		86
Bradley	66	63	55	39		28		44		46		47		43		38		36
Cason Lane	131	146	87	134		84		96		120		106		99		99		87
Discovery	40	51	15	32		19		23		24		22		15		14		10
Erma Siegel	93	107	48	72		37		59		77		68		50		39		31
Hobgood	198	152	112	116		76		109		146		134		123		110		104
John Pittard	174	168	116	117		85		102		133		113		102		79		77
Mitchell-Neilson	123	167	102	140		109		120		135		128		117		106		98
Northfield	117	132	74	94		62		78		104		90		82		66		64
Overall Creek	145	153	81	111		82		89		85		91		79		71		63
Reeves-Rogers	110	105	76	84		73		73		95		83		80		75		70
Salem	149	162	90	120		79		94		106		106		99		83		80
Scales	199	187	125	163		101		117		140		145		124		117		106
District Total	1693	1754	1087	1354	-	922	-	1112	-	1335	-	1254	-	1114	-	994	-	912
Internal %	20%	19%	13%	14%	-	13%	-	12%	-	13%	-	12%	-	12%	-	11%	-	10%

TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25
Black Fox		1	1	1		3		6		10		14		16		22		36
Bradley		1	2	1		3		3		6		10		17		20		22
Cason Lane	1	1	1	2		5		11		19		20		33		45		64
Discovery		-	1	-		-		1		2		2		-		2		4
Erma Siegel		-	2	-		-		2		6		6		6		8		15
Hobgood	2	-	6	1		2		7		31		46		57		70		99
John Pittard	3	3	6	7		14		19		40		55		71		82		107
Mitchell-Neilson	1	-		-		4		5		17		25		34		37		63
Northfield		1	1	1		1		2		8		8		10		12		34
Overall Creek	2	-	2	-		-		-		1		-		2		8		22
Reeves-Rogers	3	-	3	2		3		8		22		19		27		35		53
Salem	1	-	1	4		7		17		29		37		47		57		94
Scales	2	-	2	-		1		3		11		17		32		45		69
Total Students	15	7	28	19	-	43	-	84	-	202	-	259	-	352	-	443	-	682