Board of Education Regular Meeting
June 9, 2026 6:00 PM
MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Tiffany Strevel, principal at Black Fox Elementary, Sonya Cox, principal at Cason Lane Elementary, and Board Member Jimmy Richardson III.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. PUBLIC COMMENT Procedural Item	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 5-26-26 Board Minutes Consent Item	
B. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of 2026-2027 Board of Education Annual Agenda Action Item	Dr. Trey Duke
B. Approval of Contract-Learning Partners Pathways Agreement Action Item	Dr. Trey Duke
C. Approval of Contract-Genesis Academy Action Item	Dr. Trey Duke
D. Approval of Contract-Project Play Therapy Professional Services Agreement Renewal Action Item	Dr. Trey Duke
E. Approval of Contract-School Bus Tires and Services-Wilks Commercial Tire & Service Action Item	Dr. Trey Duke
F. Approval of Contract-US Foods Renewal Action Item	Dr. Trey Duke
G. Approval of Read to Succeed Lease Amendment and Extension Agreement Action Item	Dr. Trey Duke
H. Approval of Budget Amendment-FY26 Nutrition Interfund Action Item	Dr. Trey Duke
I. Approval of Budget Amendment- FY26 General Purpose Interfund Action Item	Dr. Trey Duke
J. Approval of Budget Amendment-FY26 ESP Interfund Action Item	Dr. Trey Duke
K. Approval of Budget Amendment-Federal Program Consolidated Administration Amendment Action Item	Dr. Trey Duke

L. Approval of Budget Amendment-FY26 IDEA Part B and IDEA PreK Action Item	Dr. Trey Duke
M. Approval of Budget Amendment-FY26 Federal Projects Fund 142-Title IA Revision Action Item	Dr. Trey Duke
N. Approval of Budget Amendment-21st Century Community Learning Grant Action Item	Dr. Trey Duke
O. Approval of United Way Resource Center Use Agreement Action Item	Dr. Trey Duke
P. Approval of Board Policy 1.400 *School Board Meetings* on First Reading Action Item	Ms. Lauren Bush
Q. Approval of Board Policy 1.402, *Notification of Meetings,* on First Reading Action Item	Ms. Lauren Bush
R. Approval of Board Policy 1.403, *Agendas,* on First Reading Action Item	Ms. Lauren Bush
S. Approval of Board Policy 4.204, *Instructional Use of Digital Devices,* on First Reading Action Item	Ms. Lauren Bush
T. Approval of Board Policy 5.302, *Sick and Bereavement Leave,* on First Reading Action Item	Ms. Lauren Bush
U. Approval of Board Policy 5.303, *Personal and Professional Leave,* on First Reading Action Item	Ms. Lauren Bush
V. Approval of Board Policy 6.3041, *Title IX and Sexual Harassment,* on First Reading Action Item	Ms. Lauren Bush
W. Approval of Board Attendance at Conventions and Other Educational Meetings per Board Policy 2.804 Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Feedback Discussion of Strategic Plan and Strategy Explanation by Each Supervisor Information Item	Dr. Trey Duke
B. 2026-2027 Tentative Employee Assignment List Information Item	Ms. Maria Johnson
C. Annual Bullying Report Information Item	Mr. Ken Rocha
D. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore

MINUTES
Board of Education Regular Meeting
May 26, 2026 6:00 PM
City Hall Council Chambers

CALL TO ORDER Procedural Item **Present:** Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Mr. David Settles (6:17 p.m.). In attendance: Dr. Trey Duke, Sheri Arnette, Angela Fairchild, Don Bartch, April Zavisa, Daniel Owens Lisa Trail, Maria Johnson, Ken Rocha, M' Lisa Miffleton, Quinena Bell, Emily Clark, Valerie Rains, Sara Roediger, Sandra Clemmons, Tres Holmes, Cynthia Hopkins, Jaci Saunders, Beth Prater, Robin Newell, Tony Hartman, Emily Spencer, Emily Clark Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett.	Chair Amanda Moore
Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by James Enochs, a 2nd grade student at Hobgood Elementary, and Fred Young, a kindergarten student, at Northfield Elementary.	
Moment of Silence Procedural Item	
APPROVAL OF AGENDA Action Item Motion to approve the amended agenda with ESP Programming coming before the Legacy Retirements. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Chair Amanda Moore requested an amendment to the agenda to reorder several non-voting items. The agenda was amended to swap the ESP Summer Programming and Legacy Retirements.	Chair Amanda Moore
COMMUNICATIONS Information Item Congratulations to Discovery School for being recognized as a Blue Ribbon School at the recent State Board of Education meeting. This is an outstanding achievement and a reflection of the dedication of the school's students, staff, and leadership. Parents of children entering Kindergarten this fall who are already registered will begin receiving email updates. These communications will include helpful tips, important information, and suggestions to ensure a smooth transition into kindergarten. If a parent wants to be added to this communication, simply give us a call. KinderCamp is scheduled for July 20-24, providing an excellent opportunity for incoming kindergarten students to get familiar with their new school environment. Thank you to United Way for kicking off the Stuff the Bus over the summer. The dates for packing and distribution have been set for July 27 and 28. Our local community strongly supported our Backpack and Food Pantry programs this school year. The Sisters of Strength from New Vision-Buchanan Campus have organized special meal kit bags for our families in challenging living situations. These kits will be distributed on MERV (our Mobile Education Resource Van) during the summer when food access can be	Mrs. Lisa Trail

more limited. In addition, MERV, CHEWY, and CHOW, our nutrition and outreach vehicles, will be active over the summer. Each week is a themed schedule of activities that will include games, crafts, worksheets, and of course books, designed to keep students active, engaged, and connected while school is out. The Summer Feeding Program will begin on June 1 and run through July 31. The full schedule of locations and times is available on both the school and district websites.	
Recognition of Read to Succeed Spelling Bee Winners: Waylon Brooks-Northfield Elementary-1st Place; Brianna Perez Tena-Black Fox-3rd Place Procedural Item	Dr. Trey Duke
Recognition of Tony Hartman, Music Teacher at Scales-CMA Foundation 2026 Music Teacher of Excellence Procedural Item	Dr. Trey Duke
The Best of MCS-Legacy Retirements (20 years or more) Procedural Item Dr. Duke stated that he would like to recognize the district's Legacy Retirees who have served the district for more than 20 years. He shared that this is the first year for this recognition and that it will continue annually. The following Legacy Retirees were in attendance: • Valerie Rains • Emily Clark • Sara Roediger • Sandra Clemmons • Tres Holmes	Dr. Trey Duke
Spotlight on Education-ESP Summer Programming Procedural Item Ms. Cynthia Hopkins presented a report on the ESP Summer Programming. She shared that the program will operate Monday, June 1, through Friday, July 31, from 6:00 a.m. to 6:00 p.m. at eight locations, including five summer school sites as well as Overall Creek, Salem, and Erma Siegel. Ms. Hopkins reported that site directors have been actively planning activities for students. She also highlighted the district's partnership with Nutrition and Farm to School, as well as the Vincent Windrow Patriots Camp. She further shared that all 13 sites will open Kindercamp on July 20.	Dr. Trey Duke
Public Comment Procedural Item	Chair Amanda Moore
CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Chair Amanda Moore
Approval of 5-12-26 Board Minutes Consent Item	
Approval of Contract-KnowBe4 Consent Item	
Approval of Surplus Property Disposal Consent Item	
ACTION ITEMS Action Item	Chair Amanda Moore
Approval of Disciplinary Hearing Authority-Board Policy 6.317 Action Item	Dr. Trey Duke

Motion to approve the Disciplinary Hearing Authority-Board Policy 6.317. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	
Approval of Contract-Synergy Action Item Motion to approve the Contract-Synergy. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0 Mr. Rocha came forward to present information regarding the process for selecting a new Student Information System (SIS) platform. Mr. Rocha explained that the next steps will include developing a transition plan from Skyward 2.0 to Synergy. He noted that his team will be responsible for migrating and loading district data into the new system. He shared that this implementation process is expected to take more than one year. Mr. Rocha informed the Board that the district anticipates being fully prepared to launch the new system on July 1, 2027. He further stated that Skyward will continue to be used through June 30, 2027, with Synergy going live in July 2027.	Dr. Trey Duke
Approval of Contract-Murfreesboro Pure Milk Renewal Action Item Motion to approve Contract-Murfreesboro Pure Milk Renewal. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Contract-Central Technologies-Avigilon Camera Purchase Action Item Motion to approve Contract-Central Technologies-Avigilon Camera Purchase. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Contract-Concrete Pads at Black Fox Elementary and Erma Siegel Elementary Action Item Motion to approve Contract-Concrete Pads at Black Fox Elementary and Erma Siegel Elementary. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 Board Member David Settles recognized and commended the PTOs of Discovery and Erma Siegel for their support of their schools and for providing funding for the installation of concrete pads.	Dr. Trey Duke
Approval of Budget Amendment-Title II Reallocation Action Item Motion to approve Budget Amendment-Title II Reallocation. This motion, made by Mrs. Jeanette Price and seconded by Mr. Butch Campbell, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-GP Interfund Action Item Motion to approve Budget Amendment-GP Interfund. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-FY 26 GP-TISA Outcome Funding Action Item Motion to approve Budget Amendment-FY 26 GP-TISA Outcome Funding. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Matlock Clements Extension	Dr. Trey Duke

Action Item Motion to approve Matlock Clements Extension. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	
Approval of Public Official Bond for Director Action Item Motion to approve Public Official Bond for Director. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of 2026-2027 General Purpose Budget Revision Action Item Motion to approve 2026-2027 General Purpose Budget Revision. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 7, Nay: 0 Dr. Duke informed the Board that there has been a $1,012,073 decrease in the budget since the last presentation. The district is still waiting on final WFTEADA numbers from TDOE, and this move is proactive in the event there are changes to the WFTEADA percentage. He noted that the revised budget was included in the Board packet. He further explained that the district is budgeted to spend less in the upcoming year than in the current year. The Board expressed agreement with the recommended adjustments. Dr. Duke also stated that the planned use of Fund Balance remains at $4.6 million, consistent with the previous presentation. Dr. Duke advised the Board that he will present the revised budget to the City Council on June 4. Board Member Barbara Long inquired whether, if the State later adjusts enrollment percentages, the district would be able to revert to the original budget. Dr. Duke responded that the budget presented for approval would be the official adopted budget, and any subsequent State adjustments would be addressed through future budget amendments brought back to the Board as needed. Dr. Duke stated that he believes this revised budget represents the most responsible and stable option for presentation and approval at this time. Board Member Jeanette Price thanked Dr. Duke for his work during what she described as an extremely challenging budget season. She commended him and his team for their ability to make necessary reductions while also providing salary increases and ensuring no employee job losses. Board Chair Amanda Moore concurred with the comments.	Dr. Trey Duke
Approval of March Revenue and Expenditure Report Action Item Motion to approve March Revenue and Expenditure Report. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
REPORTS AND INFORMATION Information Item	Chair Amanda Moore
2026-2027 Board Meeting Calendar Information Item	Dr. Trey Duke
City Schools Foundation Update Information Item Ms. Lisa Trail provided an update on the City Schools Foundation. She noted that Mr. Eric Newell, Foundation Board Chair, was in attendance. Ms. Trail shared a handout outlining the upcoming Robotics Program. She reported that, during its tenure, the Foundation has contributed nearly $2 million back to district schools through initiatives such as the Pickleball Tournament and Excellence in Education.	Ms. Lisa Trail

She also announced that the Foundation has a new Board member, Ms. Kim Young, who played a key role in coordinating the Excellence in Education event, which she described as a great success. Ms. Trail informed the Board that the Foundation leadership for 2026-2027 will be Chair Eric Newell and Vice Chair Julie Corcoran. Mr. Eric Newell expressed appreciation to Board Member Ms. Barbara Long for her strong support and ongoing sponsorship, noting her involvement throughout Foundation activities.	
Personnel Report Information Item	Dr. Maria Johnson
Enrollment (PTR) Report Information Item	Mr. Ken Rocha
Director's Update Information Item Dr. Duke informed the Board that Enrollment Period 9 will end on Thursday, May 28. He noted that students are out of school today and tomorrow. He added that Summer School training is taking place today and tomorrow at the Central Office. Dr. Duke stated that tomorrow is a teacher workday, and Thursday will be report card pickup day, with buses running. He further reported that the Nutrition Department will provide grab-and-go breakfast and lunch for students. He stated that there will be no students on Friday, and that Summer School, the full ESP program, and summer feeding will begin on Monday. Dr. Duke encouraged Board members to review the summer feeding locations online and noted that there are five new sites on the west side of town. Dr. Duke reminded the Board that the next Board meeting will be held on June 9 at the Central Office, where the Strategic Plan will be discussed further. He also requested that Board members return the annual Director's evaluation at that meeting. In closing, Dr. Duke stated that it has been a successful school year and noted that while staff are tired, there is excitement about Summer School. He invited Board members to contact Sheri Arnette if they would like to visit Summer School sites and to reach out to Ms. Saunders if they would like to meet the chow bus at various stops throughout the summer.	Dr. Trey Duke
OTHER BUSINESS Information Item	Chair Amanda Moore
ADJOURNMENT Action Item Motion to adjourn 7:01 p.m.. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0 The meeting adjourned at 7:01 p.m.	Chair Amanda Moore

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Director of Schools

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Surplus Items

Board Meeting Date: June 9, 2026

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

☐ **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

Attachment to AD FM6

K-Nelson - Portable (2)

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
Blue student chair (Qty 2) - broken plastic seats					
gray student chair (Qty 1) - missing foot					
Student desk top					
plywood tennis game					

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

Principal _____ School RRE Date 6-2-26

Supervisor _____ Date 6/3/26

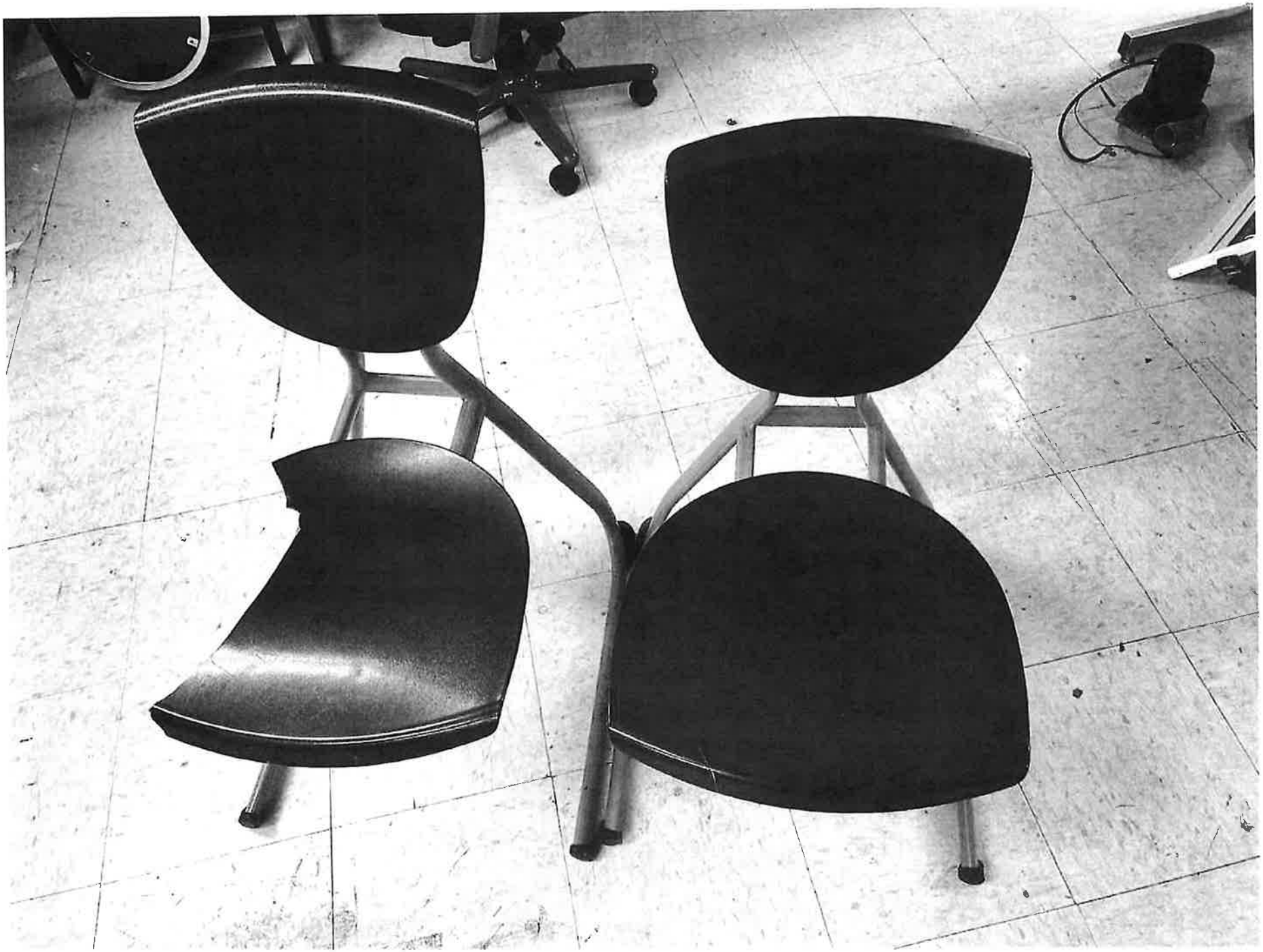
Director of Schools Bobby Duke III Date 6/3/26

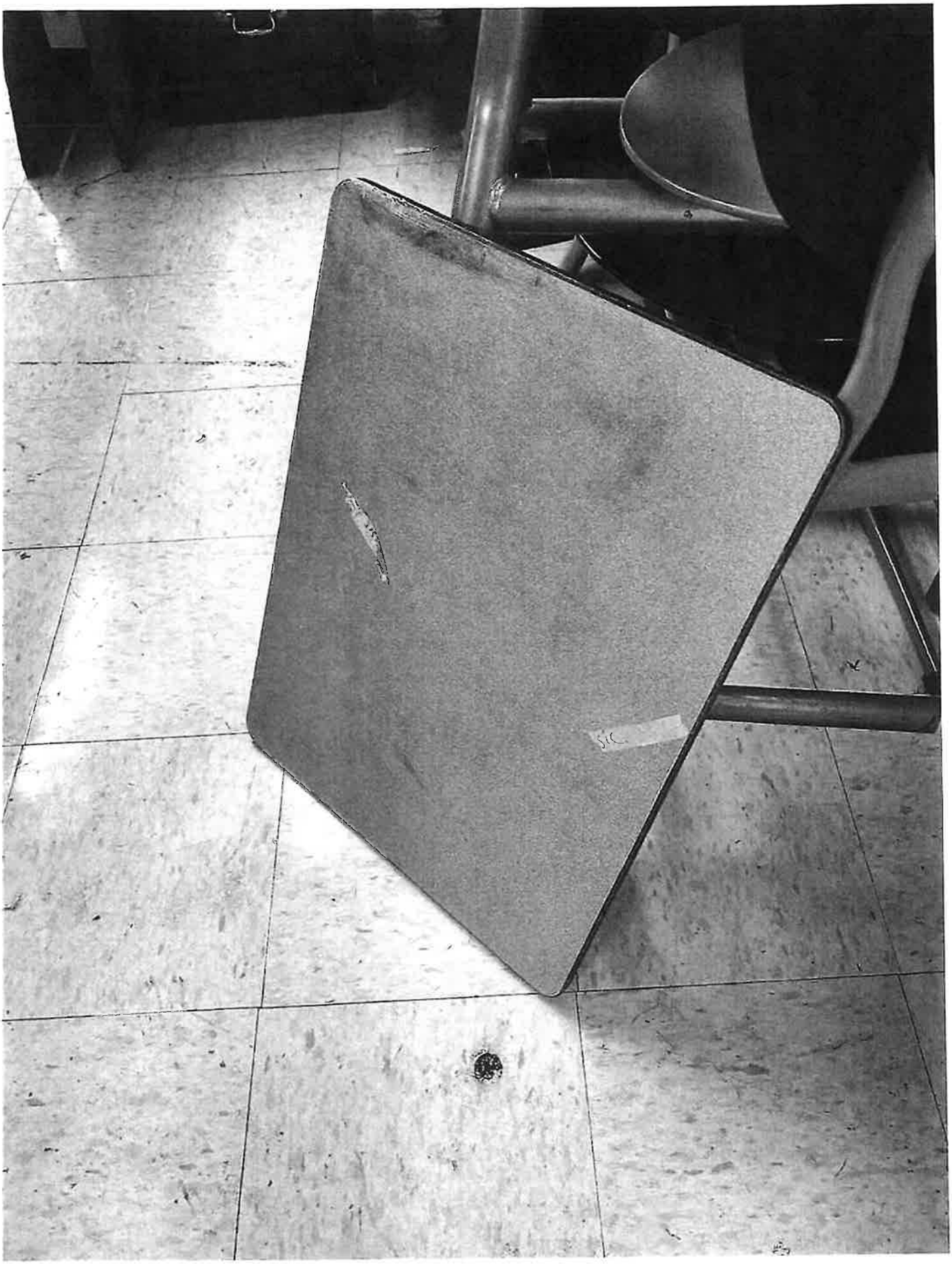
Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____





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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
GLOBAL BLACK FILING		CABINET			
GLOBAL BLACK FILING		CABINET			
GLOBAL BLACK FILING		CABINET			
GLOBAL BLACK FILING		CABINET			
GLOBAL BLACK FILING		CABINET			
GLOBAL BLACK FILING		CABINET			
GLOBAL BLACK FILING		CABINET			
LARGE DESK					
2 DESK ADDITIONS					
BROKEN CHAIRS (7)					
GRAY PRE-K CHAIRS (3)					

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

Christy Robinson — School John Pittard — Date 6.2.2026
Principal

_____ Date _____
Supervisor

_____ Date 6/3/26
Assistant Superintendent of School Operations or Director of Technology

_____ Date 6/3/26
Director of Schools

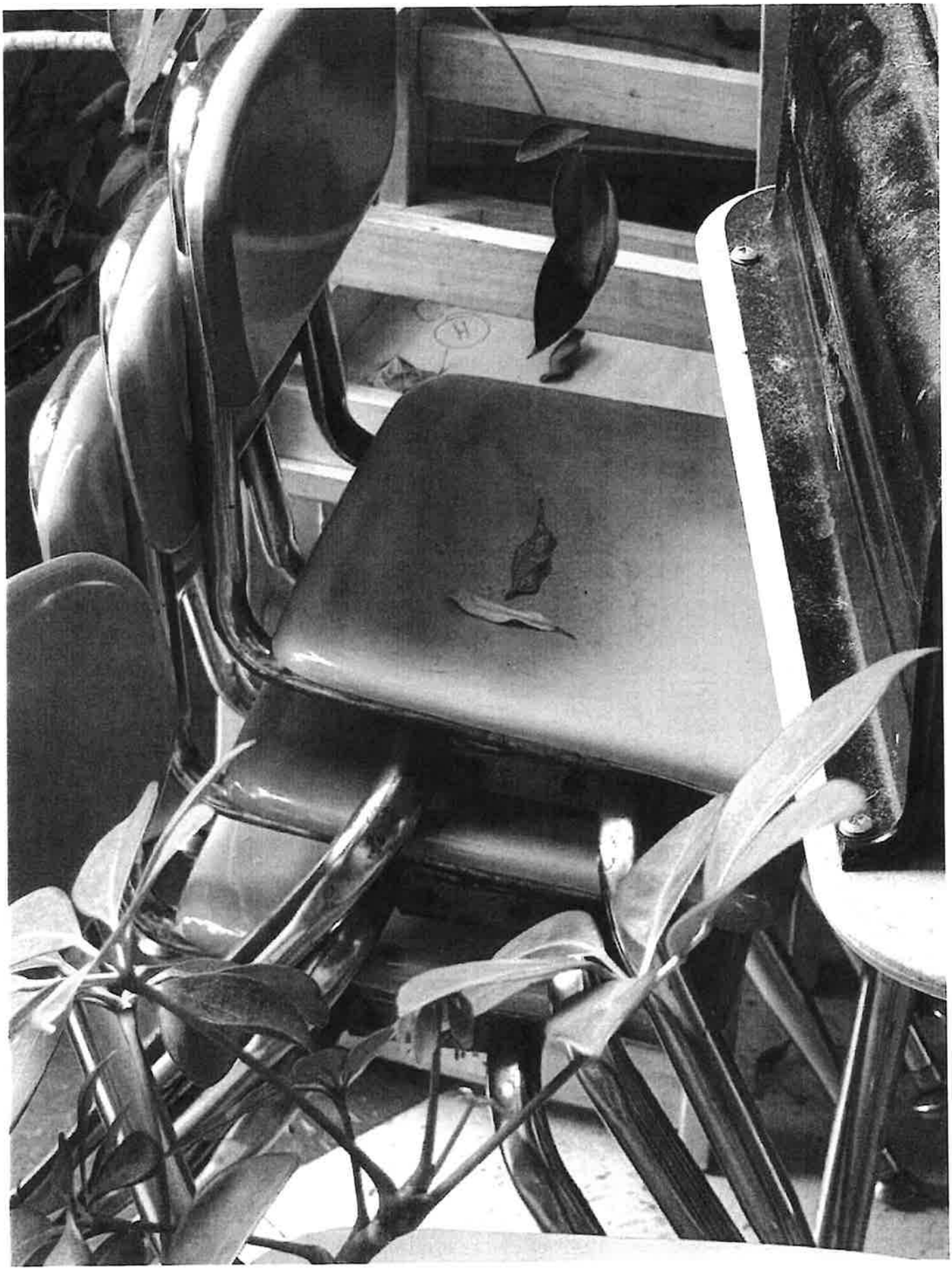
_____ Date _____
Board Chairman

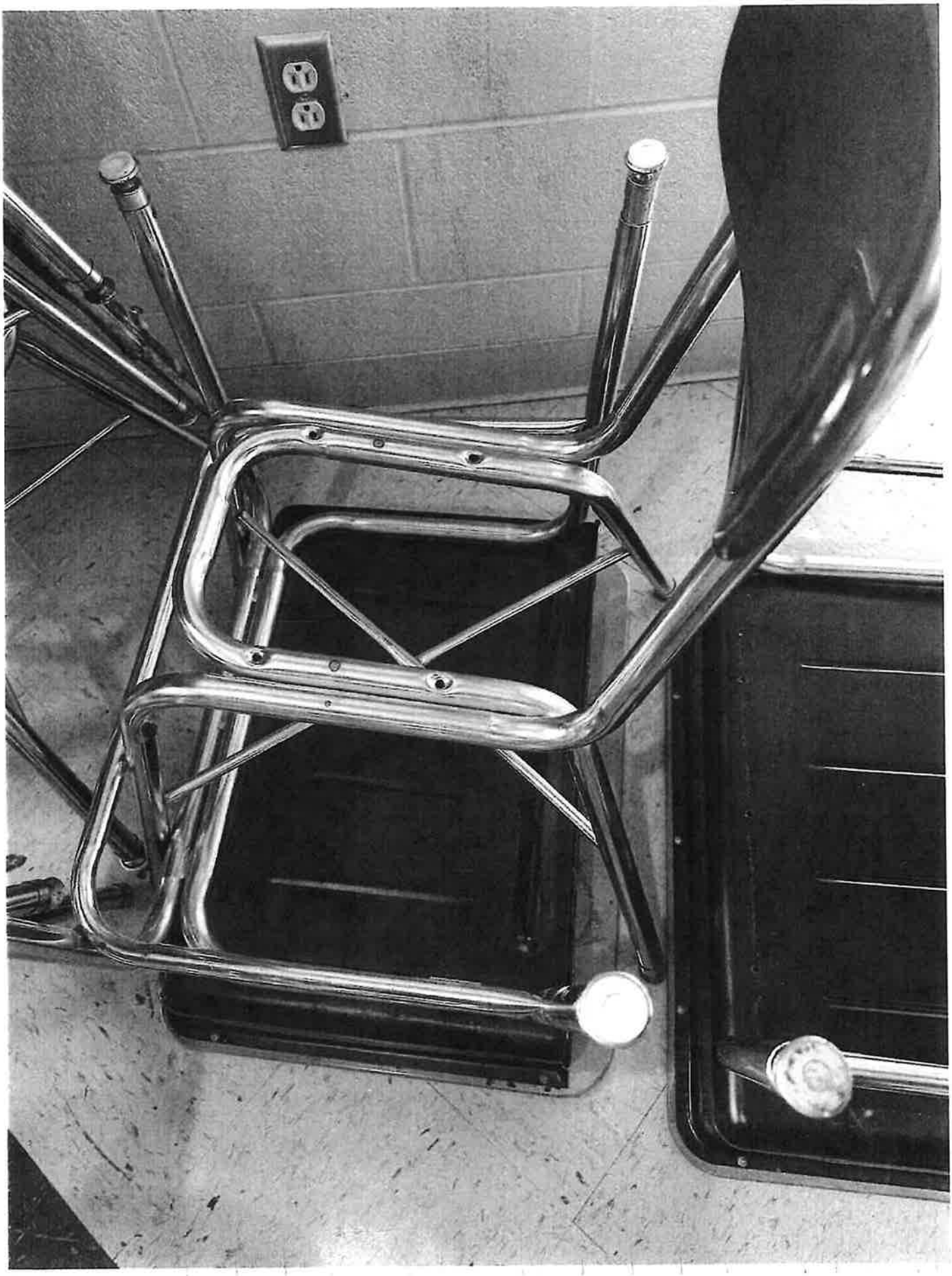
For inventory control use: copy to central office receiving ____/____/____; copy to principal or supervisor ____/____/____; copy to inventory control ____/____/____; copy to vendor ____/____/____

Notes on Disposal Method:

Signature: _____ Date: _____

PACKING LIST
ENCLOSED





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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Dell Chromebooks			see attached		

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

School _____ Date _____

Principal

Date 5/29/26

Supervisor

Date 6/2/26

Assistant Superintendent of School Operations or Director of Technology

Date 6/2/26

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: _____

Equipment	Asset Tag	Make	Model	Serial Number	Value
Chromebook	960417	Dell	Chromebook 11 3180	fhb17h2	$0
Chromebook	961053	Dell	Chromebook 11 3180	20tymq2	$0
Chromebook	961052	Dell	Chromebook 11 3180	53gymq2	$0
Chromebook	960428	Dell	Chromebook 11 3180	j4rz6h2	$0
Chromebook	961054	Dell	Chromebook 11 3180	6fbzmq2	$0
Chromebook	961062	Dell	Chromebook 11 3180	9fpzmq2	$0
Chromebook	961065	Dell	Chromebook 11 3180	dmzzmq2	$0
Chromebook	960424	Dell	Chromebook 11 3180	23427h2	$0
Chromebook	960416	Dell	Chromebook 11 3180	ccb17h2	$0
Chromebook	960415	Dell	Chromebook 11 3180	2dlz6h2	$0
Chromebook	961064	Dell	Chromebook 11 3180	jwhzmq2	$0
Chromebook	960418	Dell	Chromebook 11 3180	fh327h2	$0
Chromebook	961056	Dell	Chromebook 11 3180	jgtzmq2	$0
Chromebook	961058	Dell	Chromebook 11 3180	dhpzmq2	$0
Chromebook	960420	Dell	Chromebook 11 3180	6jvs6h2	$0
Chromebook	961057	Dell	Chromebook 11 3180	8hbzmq2	$0
Chromebook	960427	Dell	Chromebook 11 3180	77js6h2	$0
Chromebook	960419	Dell	Chromebook 11 3180	dg907h2	$0
Chromebook	960426	Dell	Chromebook 11 3180	81cs6h2	$0
Chromebook	961060	Dell	Chromebook 11 3180	1fpzmq2	$0
Chromebook	961059	Dell	Chromebook 11 3180	jdtzmq2	$0
Chromebook	960423	Dell	Chromebook 11 3180	9ky26h2	$0
Chromebook	961061	Dell	Chromebook 11 3180	dqzzmq2	$0
Chromebook	960425	Dell	Chromebook 11 3180	2g327h2	$0
Chromebook	960422	Dell	Chromebook 11 3180	2m227h2	$0
Chromebook	960421	Dell	Chromebook 11 3180	fp007h2	$0

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SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
iPad	21-03470	Apple	8th Generation	FNXHD11TQ1GC	$0

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

_____ School _____ Date _____
Principal

_____ Date 5/28/26
Supervisor

_____ Date 6/1/26
Assistant Superintendent of School Operations or Director of Technology

_____ Date 6/1/26
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: _____

Attachment to AD FM6

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Cleartouch	n/a		6065U	40180830000039	
Cleartouch	n/a		6065U	40180830000081	
Cleartouch	n/a		6065U	401808300000205	
Cleartouch	n/a		6065U	401808300000103	
Cleartouch	n/a		6065U	4018083000000083	
Cleartouch	n/a		6065U	401808300000078	
Cleartouch	n/a		6065K	40200615901083	
cart					
cleartouch cart					
cleartouch cart					
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cart					
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cart					

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

Andrea Ocg School Scales Date 5/14/26

Principal

Date _____

Supervisor

Date 6/1/26

Assistant Superintendent of School Operations or Director of Technology

Bobby Duke III Date 6/1/26

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: _____

Attachment to AD FM6

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

Asset Tag	Make	Model	Serial Number
917	Apple	iPad 6th Gen	GG7XJ8Z5JF8J
729	Apple	iPad 5th Gen	DMRVK9MWHLF9

per Bailey

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

Principal _____ School ESE Date 5.18.26

Supervisor _____ Date _____

Assistant Superintendent of School Operations or Director of Technology _____ Date 5/28/26

Director of Schools _____ Date 5/28/26

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
iPad	4354	APPLE INC.	A1566	DLXNREDHG5VJ	
iPad	4356	APPLE INC.	A1566	DQTNQGUAG5VJ	
iPad	4359	APPLE INC.	A1566	DQTNQAWBG5VJ	
iPad	-missing-	APPLE INC.	A1566	DLXNL7X2G5VJ	
iPad	4349	APPLE INC.	A1566	DLYNK74QG5VJ	
iPad	4357	APPLE INC.	A1566	DQTNQF3NG5VJ	
iPad	4351	APPLE INC.	A1566	DLXNQ2KWG5VJ	
iPad	4355	APPLE INC.	A1566	DQTNQ3FAG5VJ	
iPad	4352	APPLE INC.	A1566	DLXNQVV4G5VJ	
iPad	4350	APPLE INC.	A1566	DLXNQWT4G5VJ	
iPad	4358	APPLE INC.	A1566	DQTNQBM2G5VJ	
PowerSync Tray	4360	BRETFORD	HB717LL/A	201410073463	
ELMO	—	ELMO CO.	TT-02 RX	419409	doesn't work
—	1 - Tent - broken				
	23 - Headphones - broken				

will not update

no longer needed

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

Milisa Mufflettem School Northfield Date 5/19/26
Principal

Date _____
Supervisor

[signature] Date 5/28/26
Assistant Superintendent of School Operations or Director of Technology

Bobby N Duke III Date 5/28/26
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: _____

Attachment to AD FM6

SPED

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
iPad	962149	Apple	7th Generation	GG7CRTVZMF3M	$0
iPad	962153	Apple	7th Generation	GG7CRUARMF3M	$0

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

_____ School _____ Date _____
Principal

_____ Date 5/18/26
Supervisor

_____ Date 5/28/26
Assistant Superintendent of School Operations or Director of Technology

_____ Date 5/28/26
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: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Printer	———	Brother	HL-L2315DW	———	Doesn't work
Printer	———	Lexmark			Doesn't work

Room # - B2 - F4

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

Melissa Mefferson School Northfield Date 5/26/26
Principal

Date 5/28/26
Supervisor

Bobby S Duke III Date 5/28/26
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 ____/____/____

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EQUIPMENT	TAG#	MFG.BY	MODEL#	SERIAL#	VALUE
Office Runner	959741	Sennheiser	PSAA05A-060	5284000241	
Office Runner	959784	Sennheiser	PSAA05A-060	5.04413E+15	
Infrared Thermometer	962098	Hunan Tuogao	TG8818N		
Epson ES-200 desk scanner	965333	Epson	J391B	X35C122991	
Epson ES-200 desk scanner	965332	Epson	J391B	X35C122988	
Epson ES-200 desk scanner	965331	Epson	J391B	X35C122992	
CredCam Pro - webcam	959378			303040011	

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

School Murfreesboro City Schools Date 5/26/26

Principal

Date 05/26/26

Supervisor

Date 5/26/26

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 ___ / /

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Signature: _____ Date: _____

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EQUIPMENT	TAG#	MFG.BY	MODEL#	SERIAL#	VALUE
Office Runner	959741	Sennheiser	PSAA05A-060	5284000241	
Office Runner	959784	Sennheiser	PSAA05A-060	5.04413E+15	
Infrared Thermometer	962098	Hunan Tuogao	TG8818N		
Epson ES-200 desk scanner	965333	Epson	J391B	X35C122991	
Epson ES-200 desk scanner	965332	Epson	J391B	X35C122988	
Epson ES-200 desk scanner	965331	Epson	J391B	X35C122992	
CredCam Pro - webcam	959378			303040011	

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

School _____ Date _____

Principal _____ Date _____

Supervisor _____ Date _____

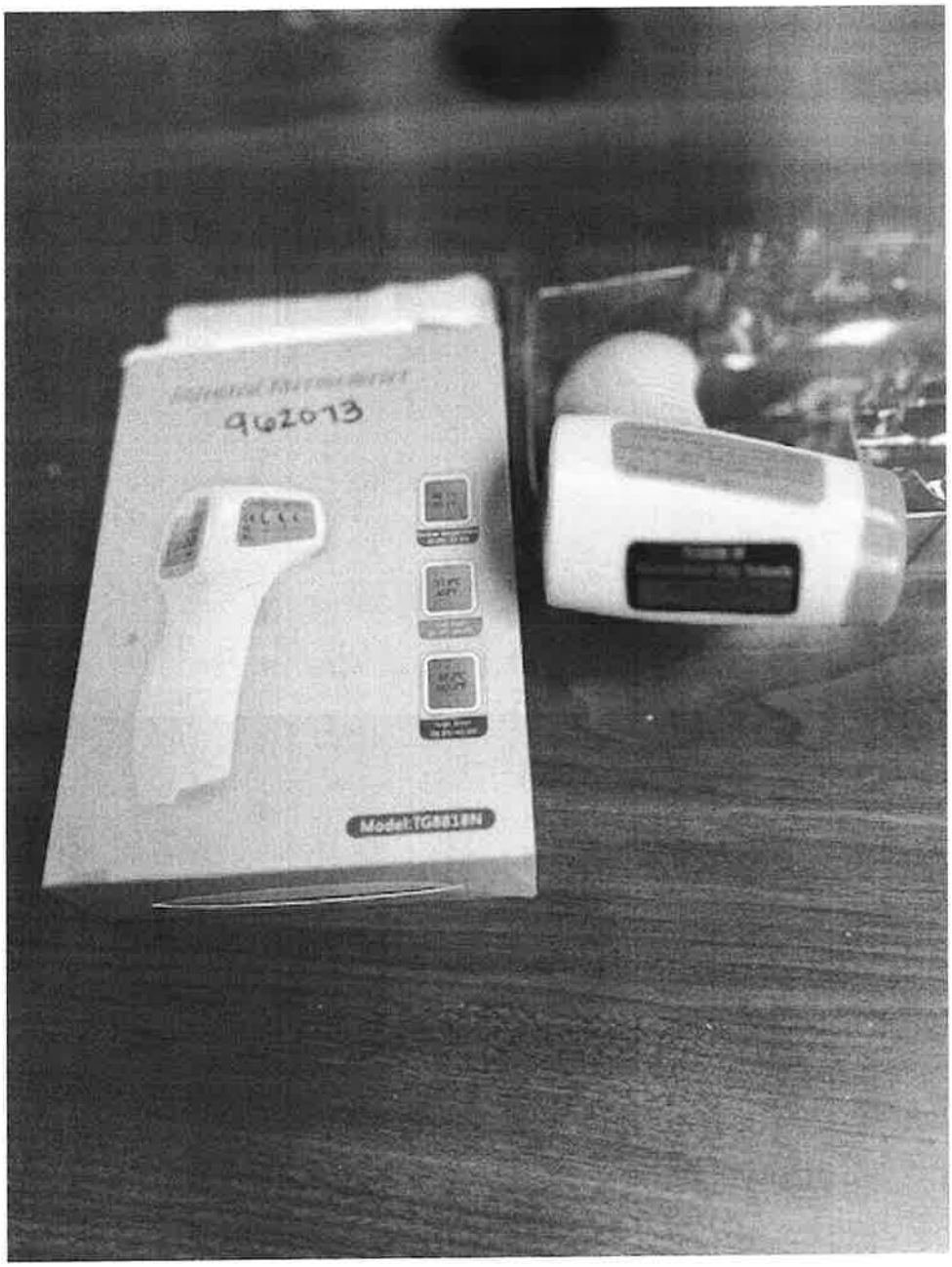
Director of Schools _____ Date _____

Board Chairman _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

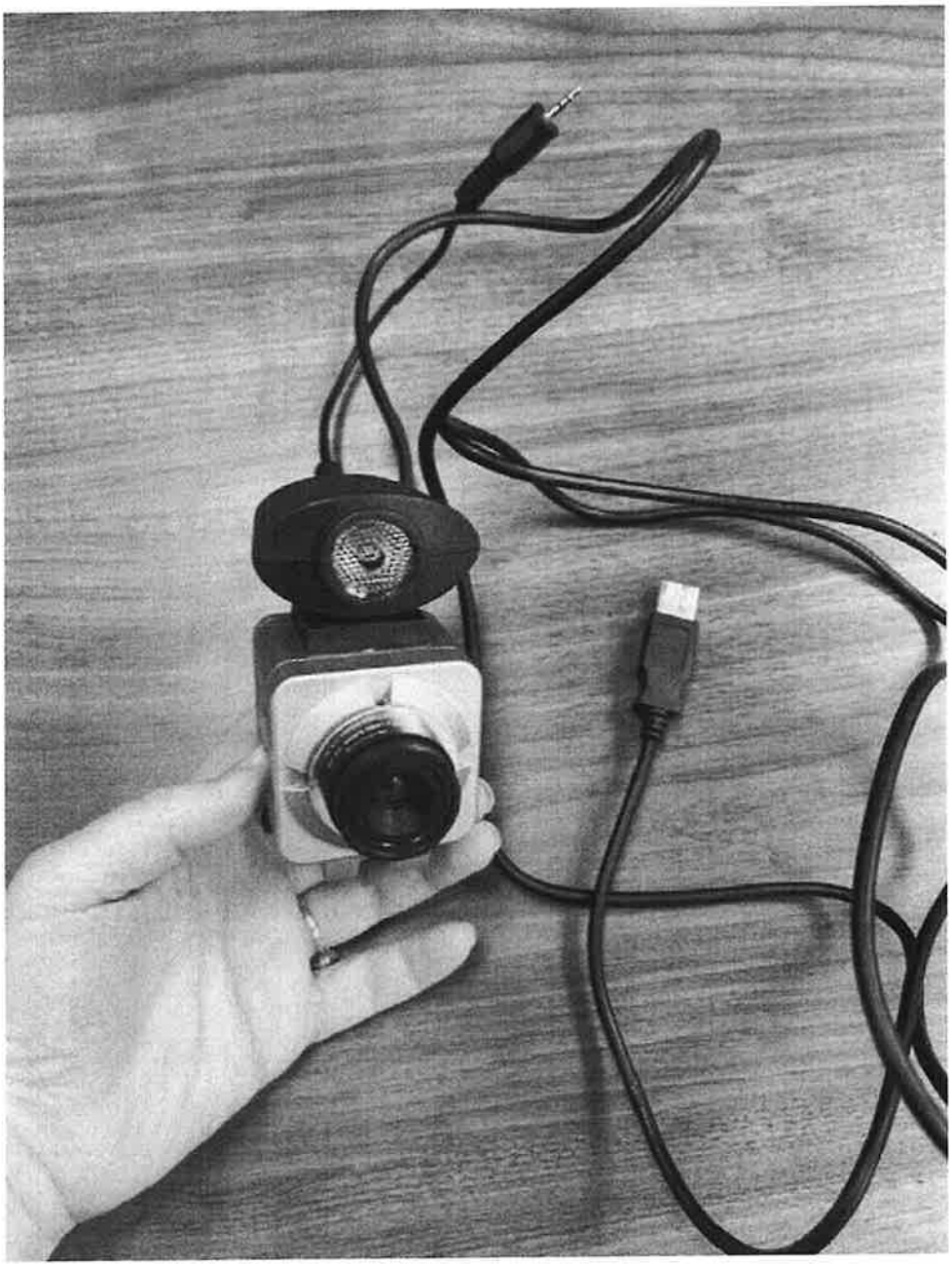

962013
Model:TG883BN

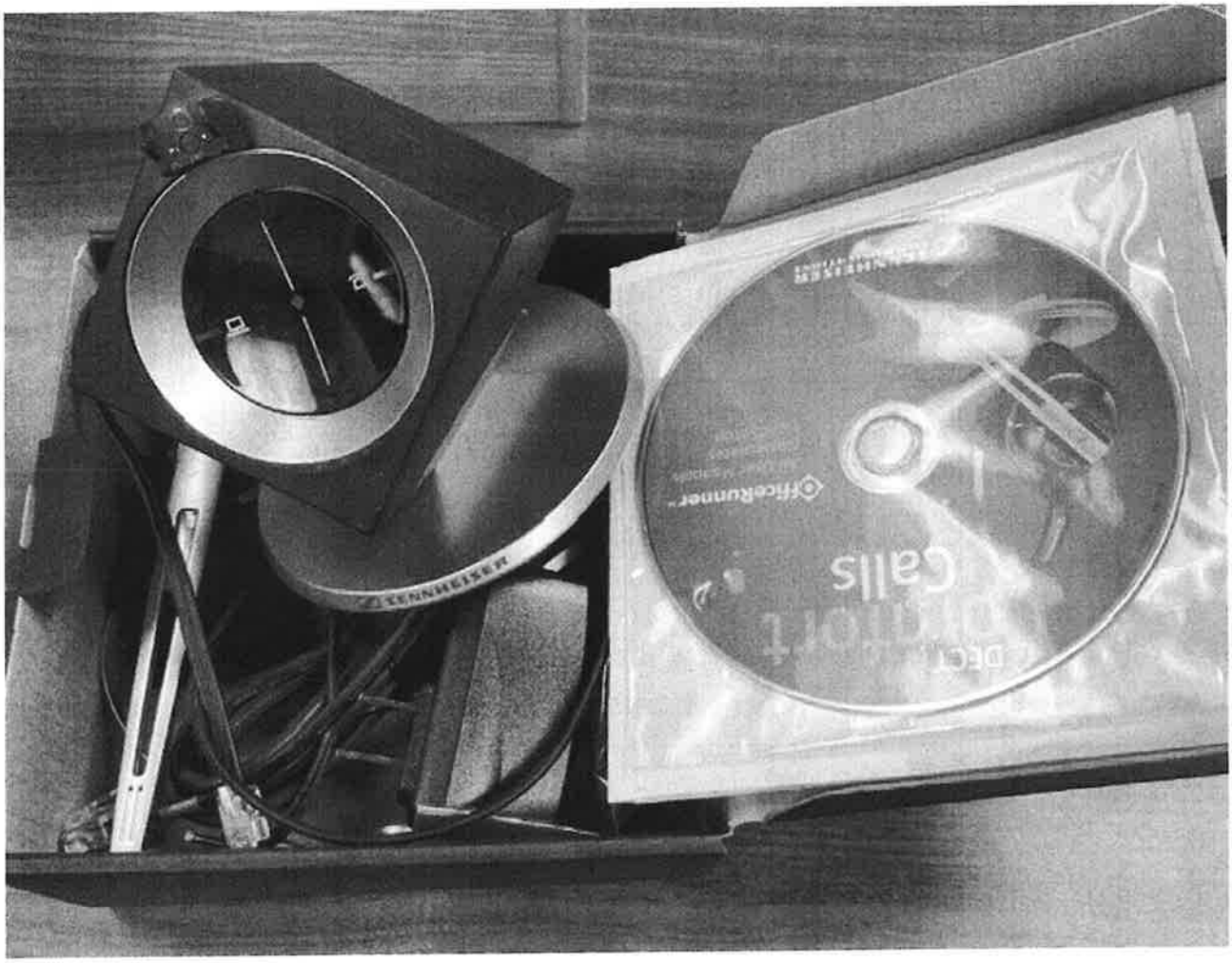
EPSON
Property of
Murfreesboro City Schools

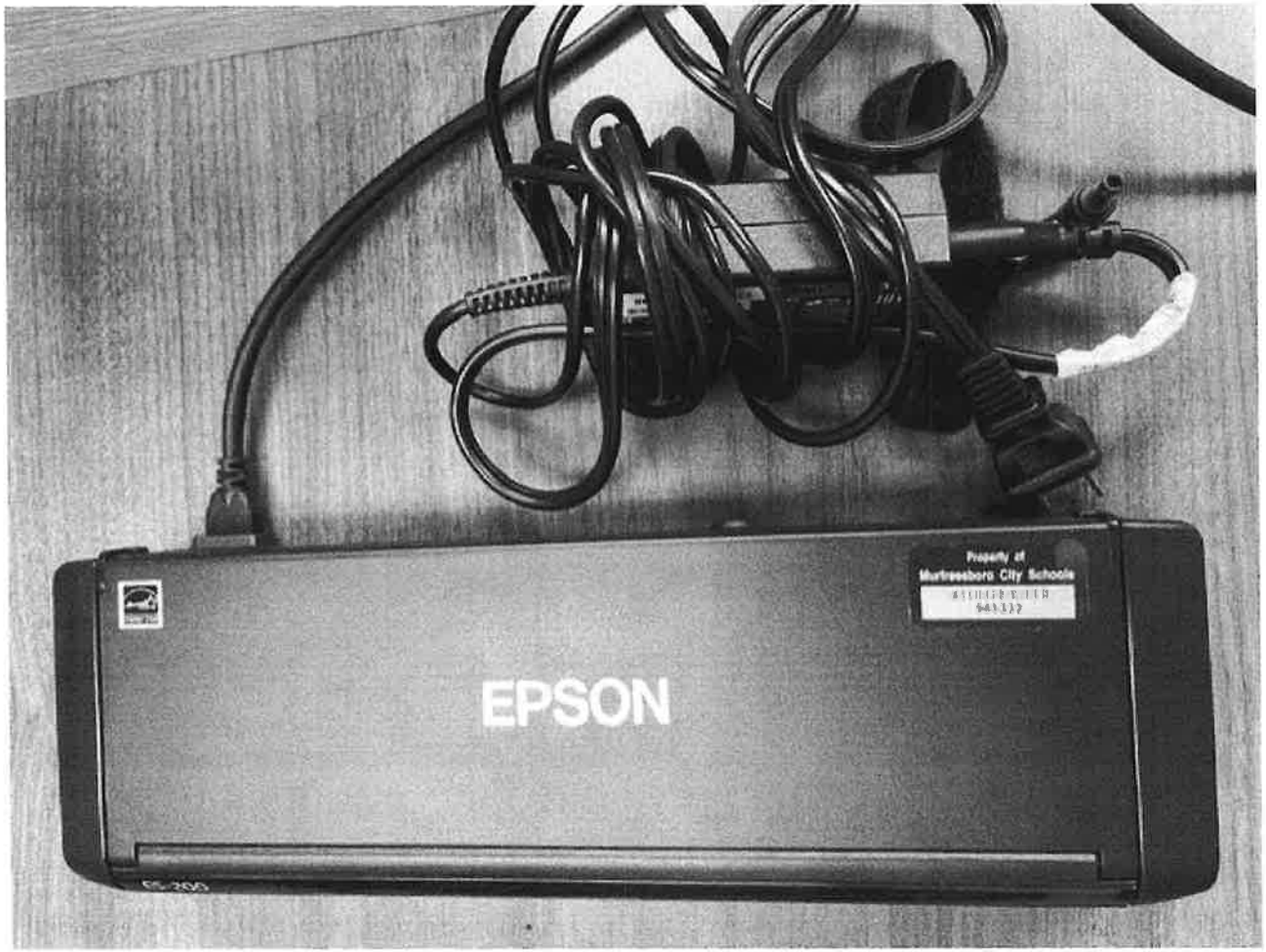
OfficeRunner
Quick Start Guide
Thanks for buying the best wireless
office headset available!

Property of
Murfreesboro City Schools
965331
EPSON
ES-200

Property of
Murfreesboro City Schools
965331
EPSON
ES-200




SENNHEISER
OfficeRunner


Property of
Murfreesboro City Schools
EPSON

Attachment to AD FM6

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
24 Metal Chairs	—	—	—	—	
in Eliminating D117					

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 MNS Date 5/27/26
Principal

_____ Date 5/27/26
Supervisor

Bobby W Duke III Date 5/27/26
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: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
42 TI-15	calculators				

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

Andrea Oakley — School Scales — Date 5/26/26
Principal

D. Burk — Date 5/27/26
Supervisor

Bobby W Burke III — Date 5/27/26
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 ____/____/____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE	
~~[illegible]~~	~~[illegible]~~	~~[illegible]~~	~~[illegible]~~	~~[illegible]~~	~~[illegible]~~	
Printer	4615	Lexmark	MS415dn	4514561M29MKL	$0	
Printer	960389	Lexmark	CS417dn	502719945M2 4Z	$0	
DOC CAM	3308	Samsung	SDP-860	C1MI67HB801019L		$0
DOC CAM	N/A	ELMO	TT-02s	531363	$0	
DOC CAM	3313	SAMSUNG	SDP-860	C1MI67HB801059P		$0
DOC CAM	3841	ELMO	MO-1	1429462	$0	
Printer	N/A	LEXMARK	MS510dn	4514324H0XZW9		$0

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

[signature] School JPE Date 5.14.2026
Principal

[signature] Date 5/14/2026
Supervisor

[signature] Date 5/27/26
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: _____

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: 2026-2027 Board of Education Annual Agenda

Board Meeting Date: June 9, 2026

Department: Director's Office

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Board policy 1.403 requires the adoption of an annual calendar at the beginning of each fiscal year. The attached annual agenda is being presented for consideration and will begin with the July 28, 2026, board meeting. Changes from 2025-2026 are noted in red.

Staff Recommendation

Approval of the 2026-2027 Annual Agenda

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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

ANNUAL AGENDA

2026-2027

MURFREESBORO CITY SCHOOLS BOARD OF EDUCATION

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

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

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

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

Board Approved:

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

JULY

- ❖ Recommendations
  - Approval of Policy Adjustments Addressing New Laws
  - Approval of MPD MOU for SRO Services
  - Approval of Participation in Purchasing Cooperatives for New Fiscal Year

- ❖ Reports
  - Recognition of New Administrative Staff for Upcoming Year
  - School Opening Update
  - Differentiated Pay Plan Updates

AUGUST

- ❖ Recommendations
  - Approval of Director's Evaluation Document for the New School Year-presented by Director
  - Review and approval of changes to expense allowances and reimbursement guidelines per policy 2.804
  - Approval of all Field Trips Under $20

- ❖ Reports
  - Beginning of School Year Enrollment Update
  - Report Spring Testing Data and District Improvement Plan Goals
  - Summer Feeding Report
  - Review of District Organizational Chart
  - New Teacher Orientation
  - Human Resources Annual Report
  - Capital Improvement Plan Updates
  - Reminder of Upcoming Fall District Meeting

SEPTEMBER

- Recommendations
  - Induction of New Board Members (election year)-take seat at the first meeting in September
  - First Meeting of September-Election of Board Chair and Vice Chair (Attends TSBA's October "New Board Chair Orientation" session; assumes office at second September Board meeting.)

Board Approved:

- Approval of school-based accounts payable carried over from previous school year
- Sick Leave Bank/Recommendation for Trustees (if needed)
- Extended School Advisory Board
- Pre-K Advisory Council
- First meeting of September-Approval of Insurance Premiums

- Reports
  - Notification of Board Committee Assignments (2nd meeting-after election of Chair/Vice Chair) this will be under Reports and Information because the Board Chair appoints these committee positions and this is only for board information, not approval

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OCTOBER

- Recommendations
  - Approval of Textbook Adoption Committee Members
  - Report of School System/School Compliance (LEA Compliance Report)—Tennessee Statutes/Rules, Regulations, and Minimum Standards
  - Approve Contract with Fiscal Auditor (when needed) moved from September

- Reports
  - Announce Upcoming TSBA Leadership Conference and Convention

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NOVEMBER

- Recommendations
  - Approval of Surety Bond for Finance Director

- Reports
  - Discussion of Rezoning Options (as needed)
  - American Education Week
  - Budget Preparation Calendar
  - Discussion of Internet Safety Measures as per Board Policy 4.406

DECEMBER (TBD)

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

Board Approved:

- Approval of New School Year Calendar and Acknowledgement of District Calendar Committee (moved from January)
- Approval of new school zones or zoning changes (as needed)

- Reports
  - Reports from TSBA Leadership Conference and Convention (moved from November)
  - Audit Report (moved from January)

JANUARY

- Recommendations

- Reports
  - Strategic Five-Year Plan Review/Update
  - Tennessee School Board Week-January 25-31, 2026

FEBRUARY

- Recommendations
  - Approval of Open/Closed Zone Schools
  - Approval of Tenured Teachers

- Reports
  - Summer School Update

MARCH

- Recommendations
  - Textbook Adoption Committee Recommendation
  - Complete Board Self-Assessment (MUST COMPLETE EVERY YEAR ACCORDING TO POLICY 1.103)- On Board of Distinction year, every 3 years (2029), board will do a self-assessment along with two members of another board evaluating them in May)

- Reports
  - Budget Discussion (or special meeting—date to be determined)
  - Recognition of Teachers of the Year (moved from February)
  - Reminder of Budget Work Session Dates in April

Board Approved:

APRIL

- Recommendations
  - Approval of General Fund, Federal Funds, ESP and Cafeteria Budgets
  - Approval of Audit Firm Extension
  - Approval of Report of Local Adoption of Textbooks
  - Board Evaluation by Two Board Members of Two Other Boards (Board of Distinction Year-August 2029) (moved from May)

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

MAY

- ❖ Recommendations
  - Budget Revisions (if needed)
  - Approval of Summer School Budget
  - ~~Begin Process of Applying for~~ Public Official Bond for Director (change to Approval of)
  - Approval of the Disciplinary Hearing Authority (Board Policy 6.317)
  - Board Evaluation by Two Board Members of Two Other Boards (Board of Distinction Year-August 2029) (moved to April)
  - Legacy Retirements as Spotlight on Education

- ❖ Reports
  - Upcoming Year's Board Meeting Dates
  - City Schools Foundation Update
  - Results of Board Self-Assessment
  - Review of Board's Five-Year Strategic Plan

JUNE

- ❖ Recommendations
  - Approval of Public Official Bond for Director (changed wording in May)
  - Approval of Board Annual Agenda for Upcoming Year (may also be done in July)
  - Director's Evaluation Results (tallied by Board Attorney)
  - Consider Director's Contract Extension (as needed)
  - Bullying Report

Board Approved:

- Approval of Board attendance at conventions and other educational meetings per Board Policy 2.804

❖ Reports
- Tentative Assignment Lists for upcoming school year

Board Approved:

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: CER Consortium Membership and Learning Partners Pathways Assessment Agreement

Board Meeting Date: June 9, 2026

Department: Curriculum and Instruction

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS is requesting approval for Murfreesboro City Schools to join the Comprehensive Educational Resources (CER) Consortium for the 2026-2027 school year and to approve the Learning Partners Pathways Assessment Order Agreement. Pathways Assessment is a new assessment resource for MCS that will provide grades 3-6 benchmark assessment tools, reporting, instructional resources, and implementation support to help monitor student progress and guide instruction. By joining CER, MCS is eligible for consortium pricing, reducing the Pathways Assessment cost from $117,188.90 to $88,753. The overall savings for the assessment when including the CER membership fee is $10,850.

Staff Recommendation

Approval of the CER Consortium Membership Agreement for the 2026-2027 school year and approval of the Learning Partners Pathways Assessment Order Agreement utilizing CER member pricing.

Fiscal Impact

CER Consortium Membership Fee: $17,858
Learning Partners Pathways Assessment Agreement: $88,753
Total Fiscal Impact: $106,611
Funding will be paid from General Purpose Funds allocated to Curriculum and Instruction for Fiscal Year 2027.

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.

CER Membership Agreement
2026-27 School Year

Comprehensive Educational Resources (CER) is an educational consortium that currently serves twenty-nine school districts in Northeast Tennessee and across the state. CER is a collaboration between these twenty-nine districts and The Niswonger Foundation that currently reaches approximately 147,000 students. CER began in May 2020.

Vision

Comprehensive Educational Resources aims to improve student outcomes as measured by the state assessment by giving students and teachers equal access to a variety of teacher created and reviewed materials that are aligned to Tennessee state standards, rigorous, and easily accessible. We are also committed to analyzing state assessment and benchmark data collaboratively with districts to guide instructional adjustments and improve student outcomes.

District Participation

By March 1, existing CER districts must complete a "membership agreement." The membership agreement will include the number of students from the state report card as of March 1. Districts will be invoiced from the Niswonger Foundation at the cost of $2/per student based on the state report card as a "membership fee". For districts that join after March 1, they will complete the membership agreement based on the number of students on the state report card at the time of joining.

The membership agreement and membership fee will provide the district with access to the CER website and all materials, including the professional development courses. It will also give the district one representative on the Steering Committee and a regular progress report to Superintendents. Finally, it will also give the district yearly reports using the state assessment data.

CER offers districts vast and dynamic offerings to support their changing needs. Districts have the option to participate in several data sharing sessions throughout the year. CER data sharing sessions have been correlated with improved district performance. CER also offers support for principals through the new principal cohort, regular study council meetings, and two in-person conferences each year. CER has a large instructional coach collaborative that offers both general and content specific coaching support. Both the Leadership Academy and the Job Embedded Course offer districts an opportunity to support niche educators, which they may not be able to do outside of a collaborative. Teacher participation in the CER teams (curriculum, EARN, instructional focus documents, common formative assessments, and pacing guides) provides professional learning opportunities for teachers and builds their capacity

through collaboration. Short-term working groups, such as the Science Textbook Collaborative and the Algebra Readiness Working Group, provide districts with support and a platform to problem-solve in a collaborative way. CER membership also offers a variety of vendor partnerships. These vendor partners provide a discount on their products and services to CER member districts. Often, these discounts help to defray the CER membership cost.

District Costs

In addition to the membership fee, there are optional costs associated with CER. If districts contribute a teacher to a curriculum team, districts will be responsible for compensating each teacher. This compensation could include three (3) days of flex time to compensate for creating materials. Districts can decide how this flex time will be provided to each teacher. In addition, each teacher on a curriculum team may need to be provided with three (3) days of a substitute and travel to review materials. CER will pay the district $75 per day to help defray the substitute cost. By May 1, the Steering Committee will finalize the curriculum team compensation.

If districts participate in the benchmark, there will be an annual contract with the company that meets the needs of the district.

District: Murfreesboro City Schools
Number of students on the state report card: 8929

By signing and returning the membership agreement, your district will participate in CER for the 2026-27 school year.

Name:_____

Signature:_____

NISWONGER

FOUNDATION

LEARN-EARN-RETURN™

Quote #20260203

DATE: February 3, 2026

Funding Year: 2026 - 2027

Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127
Phone: 615-893-2313
Fax: 615-893-2352

Remit To:
Niswonger Foundation
P.O. Box 1508
Greeneville, TN 37744
(423) 820-0215

DESCRIPTION	AMOUNT
Comprehensive Educational Resources (CER) Education Consortium	
Membership Fee (8,929 students x $2.00/per student)	$ 17,858.00
TOTAL	$ 17,858.00

Isaac B. Myers

Isaac B. Myers, CFO

02/03/2026

Date

Order Agreement

This quote is the Order Agreement once executed by the parties.

'endor of Record for Orders

LEARNING **EXPLORER**

Learning Explorer, Inc.
PO Box 2113
Woburn, MA 01888-0113

orders@learningexplorer.com
(888) 909-9035

Sales Partner Presenting Quote

Learning Partners
475 Calvert Drive
Paducah, KY 42003

Roger B. Choate
roger@yourlearningpartners.com
(270) 210-8907

2026-27 School Year (CER Pricing)

Customer: Murfreesboro City School District
Contact: Sheri Arnette
Description: Pathways Assessment for grades 3-6 based on district being a member of CER.

Quote Number: 10002
Quote Date: January 29, 2026
Expiration Date: February 28, 2026
Subscription Start Date: July 1, 2026
Subscription End Date: June 30, 2027

Product	Quantity	Unit price	Total cost
Overall			**$4,495.00**
Pathways Success Package (Tier 2) Implementation services and training for 2,001 to 5,000 students. Includes 5 virtual training sessions (up to 90 minutes each).	**1**	$4,495.00	**$4,495.00**
Student			**$84,258.00**
Pathways Assessment for CER Members The full Pathways Assessment solution including the following components: the Pathways Assessment testing and reporting software, Pathfinder reporting and cohort analytics, Pathways Benchmarks (ELA for grades K-8, Math for grades K-8, Science for grades 3-8, Social Studies for grades 5-8, English I, English II, Algebra I, Algebra II, Geometry, Biology & US History), Pathways Resources (Power Checks, Stepping Stones, Instructional Resource Bundles & AI Teacher Tools), and the Pathways & Pearson Item Banks	**4681**	$18.00	**$84,258.00**
Final total			**$88,753.00**

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Genesis Learning Centers Agreement for 2026-2027 School Year

Board Meeting Date: June 9, 2026

Department: Special Education

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS seeks approval of a contract with Genesis Learning Centers for services provided by Rutherford Academy for the 2026-2027 school year. Genesis Learning Centers will provide therapeutic day school services for students whose Individualized Education Program (IEP) teams determine that a highly specialized educational setting is necessary to meet their needs. The agreement outlines educational, behavioral, and related services, establishes program requirements and reporting expectations, and sets tuition rates for the 2026-2027 school year.

Staff Recommendation

Approve the 2026-2027 contract with Genesis Learning Centers for the provision of therapeutic day school services for eligible students.

Fiscal Impact

Services will be paid from IDEA Part B funds. The following rates will apply for the term of this agreement:

- Instructional rate is $315 per student per day;
- A required one-to-one educational assistant is an additional $404.25 per student per day;
- ESY is $262.50 per student per half day, plus $262.50 per half day if a one-to-one assistant is required;
- Bus aides are $63.00 per day

Murfreesboro City Schools spent approximately $395,150 with Genesis Learning Centers in FY25 and approximately $355,030 in FY26.

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.

2026-2027 SCHOOL YEAR
GENESIS LEARNING CENTERS
AND
MURFREESBORO CITY SCHOOLS

This contract agreement between Murfreesboro City Schools at 2552 South Church Street, Murfreesboro, TN 37127, herein termed "The District", and Genesis Learning Centers (GLC) with its primary office at 430 Allied Drive, Nashville, TN 37211, DBA as "The Academy", is made effective on July 1, 2026, and shall continue until June 30, 2027.

This agreement is for the provision of educational and therapeutic day school services for students with disabilities requiring exceptionally specialized and individualized intervention to meet his/her social, emotional, behavioral, communication, and academic needs.

This agreement should be deemed to have been made, executed, and delivered in accordance with all applicable laws. The Chancery Court and/or the Circuit Court of Davidson County shall have exclusive and concurrent jurisdiction of any disputes that may arise.

WITNESSETH

- Whereas, in accordance with Tennessee Annotated Code (TCA) 49-10-102, 103, 107, 305, 701 and Tennessee State Board Rule 0520-01-09 provides that, The District may enter into contractual agreements with a nonpublic school for the provision of specialized education services for students with disabilities whose Individualized Education Program (IEP) team determines the student requires the most restrictive placement in a separate educational setting to serve as his/her Least Restrictive Environment;
- Whereas, The District, to provide the comprehensive continuum of special education and related services, finds it necessary to acquire the services of an appropriately licensed nonpublic school;
- Whereas The Academy, a nonpublic school, is approved by the Tennessee Department of Education to serve students whose IEP requires placement outside of his/her District by providing the required educational and clinical services for implementation of the special education and related services outlined in the IEP; and
- Therefore, The District and The Academy agree to full execution of this contractual agreement to provide the services outlined below.

SCOPE OF SERVICES

Purpose

1. This contractual agreement establishes the provision of educational and related services in a therapeutic day school for eligible special education students with social, emotional, behavioral, communication, and academic needs requiring placement in a separate educational setting.
2. The goal of the therapeutic day school is to provide individualized services that will assist students in meeting established IEP goals and benchmarks.

Placement

1. Student placement shall not be initiated, changed, terminated, or continued, including from one school year to the next without an IEP meeting for the student that includes his/her parent(s)/guardian(s) and designated representatives from The District and The Academy.

Program Requirements

1. The Academy will be approved by the Tennessee Department of Education as a Category 1 Nonpublic School pursuant to the requirements of the Tennessee State Board Rule 0520-07-02.
2. The Academy's calendar shall reflect a school year comprised of one hundred eight days (180).
    a. The student's IEP may outline a modified schedule reflecting a reduced number of days for required attendance.
    b. This must be the result of an IEP Team meeting, including participation by representatives from The District and The Academy.
3. The Academy's school day will consist of a minimum of seven (7) hours per day.
    a. The student's IEP may outline a modified schedule reflecting a reduced number of hours for required attendance each day/week.
    b. This must be the result of an IEP Team meeting, including participation by representatives from The District and The Academy.
    c. The hours of service provided shall not exceed the time allowed in the student's IEP without the written approval by The District.
4. The Academy will provide the special education and related services required by the IEP for each student enrolled. The physical learning environment will be considered appropriate and conducive for learning. The staff, equipment, and instructional materials and supplies necessary for implementation of the IEP will be provided by GLC.
5. Educational curriculum will meet the Tennessee Department of Education requirements.
6. The Academy will provide a nutritious breakfast and lunch for each student each day.
7. GLC will provide Extended School Year (ESY) services for students if identified as a requirement by his/her IEP team and listed as a service within the document.
8. The programs and services provided by The Academy shall comply with all relevant Federal and State laws and regulations, including those identified by the Tennessee Department of Education.
9. Representatives of The District may inspect the facility, observe the program, confer with The Academy staff to ensure compliance with Federal and State rules and regulations.
    a. Inspections and observations must be scheduled in advance and occur at a time reasonable to both parties.

IEP Development

1. Designated IEP team members from The District and The Academy will work together to develop a compliant IEP that meets the requirements of Federal and State Law and designed to meet the unique needs of each student enrolled in the school.
2. Procedural Safeguards
    a. The District and The Academy shall ensure that all rights and privileges afforded to students with disabilities through the Individuals with Disabilities Education Act (IDEA), will be available for students enrolled at The Academy, including but not limited to prior written notice, parental consent, due process procedures, independent educational evaluation, right to participate, right to examine educational records, and confidentiality of information.
3. At the annual IEP meeting, the team will review data, evaluate progress and discuss goals and benchmarks that may help facilitate transition to a less restrictive setting, when determined to be the appropriate next step for the student.
4. No components of the student's program or the IEP may be changed or terminated without agreement by the members of the IEP Team and within the context of an IEP meeting to include The District and The Academy.
5. The IEP and any associated compliance documentation required by the Tennessee Department of Education is developed by The Academy on the software program maintained by the district. The District is responsible for providing the Academy staff members with electronic access to the software program for students enrolled with GLC.
6. A draft IEP will be made available to the district and parent/guardian for review at least 48 hours prior to the meeting. The IEP will include the following information:
    a. Statement of present level of academic achievement and functional performance for each core deficit area, including how the student's disability adversely impacts involvement and progress in the general education curriculum;
    b. Statement of measurable annual goals and benchmarks describing the educational performance to be achieved by the end of the IEP;
    c. Statement of special education and related services and supplementary aids and services provided to or on behalf of the student;
    d. Statement of program modifications or supports for the student to:
        - Advance appropriately toward attaining the annual goals;
        - Be involved in and progress in the general curriculum and participate in extracurricular and nonacademic activities; and
        - Be educated and participate with other children with disabilities and nondisabled peers in education and nonacademic activities;
    e. Consideration of any special factors and needs, including a statement regarding the extent, if any, to which the student will participate with non-disabled peers in the general curriculum, extracurricular, and nonacademic activities;
    f. Description of the individualized accommodations and modifications;
    g. Statement outlining assessment details, including accommodations and type of assessment, required for State or district-wide assessments. If the IEP team determines the student will not participate in any standardized assessment, the IEP must indicate:
        - Why the assessment is not appropriate for the student; and
        - How the student will be alternately assessed;

h. Projected date for beginning services identified by the IEP;
i. Statement describing the special education, related services, and supplementary aids provided to the student or on behalf of the student frequency, location, and duration of the educational and related services;
j. Identification of individuals or service providers responsible for providing each specific service;
k. Statement of how the students' progress toward the annual goals will be measured;
l. Statement of how the student's parents will be regularly informed of the child's progress toward the annual goals and the extent to which the progress is sufficient to enable the child to achieve the goals by the end of the IEP period;
m. Functional behavior assessment and behavior intervention plan;
n. Data related to ESY services;
o. Transportation services; and
p. Post-secondary transition services for students turning 14 ½ during the life of the IEP.

7. The Academy will provide a progress report at minimum on a quarterly basis, unless otherwise requested by the district. The report will detail the students' progress towards attaining the short-term objectives and annual goals and be submitted to both the district and the parent/guardian for review.

RECORDS, REPORTING, AND CONFIDENTIALITY

Student Records

1. In accordance with all federal and state laws, The District will provide The Academy's School Leadership Team with access to any relevant records and information for each student enrolled, as necessary for the provision of services.
2. All student records provided to The Academy and GLC will remain property of The District.

Reporting

1. The Academy shall report to The District any concerns related to implementation of the IEP, interfering and disruptive behaviors not listed or not adequately addressed in the current BIP, or lack of progress towards academic and/or behavioral goals and benchmarks.
2. Together, The District and The Academy will develop a plan to resolve the identified concerns.
3. The Academy will send reports specifying the services provided and the progress of each student towards achieving goals and benchmarks.
   a. The reports will be submitted during every report card period in which the student receives services.
   b. Should The District require more frequents report, The Academy and GLC require advance notification. If a new timeline is identified and agreed upon, the information will be integrated into the established contract.
4. Weekly attendance for each student enrolled at The Academy will be sent to The District's identified designee.
   a. After 5 consecutive absences, whether excused or unexcused, The Academy must notify The District so the appropriate truancy procedures may be initiated. Each time an additional 5 consecutive days of absences are accrued, The District will be notified.

b. The District's attendance and truancy policies and procedures apply to each student enrolled at The Academy.

5. GLC will submit an attendance report at the end of each month for students enrolled at The Academy listing when the student is in attendance.
6. The Academy will report each use of restraint or isolation to the district and comply with the parental notification requirements.
   a. The Academy must notify The District within 24 hours following an occurrence of any incident of restraint, isolation, injury, etc. The Academy will provide any State-Required written documentation to The District within 48 hours following the incident.
   b. The Academy must notify the student's parent/guardian of the occurrence of any restraint, isolation, injury, etc., on the same day as the incident.

Confidentiality

1. Both parties should maintain complete confidentiality of all information which relates to or identifies a particular student, including but not limited to name, address, medical treatment or condition, financial status, and/or any other personal information to comply with the applicable state and federal laws.
2. The Academy and GLC will notify all employees, contractors, and other relevant representatives of this requirement and agree to inform The District of any incidences of noncompliance.

Transportation Services – Bus Aides

GLC shall provide bus aides for the purpose of assisting in the transportation of children to and from GLC, at the times and along specific bus route(s) as assigned. Bus aides will provide supervision on the transportation provided by Rutherford County Schools.

1. Each bus aide shall undergo a criminal history check as required by Tennessee Code Annotated 49-5-413. At least one (1) bus aide shall be present on the bus when children are being transported to or from GLC.
2. Each bus aide should assist the driver in maintaining safety, order, and discipline on the school bus. All bus aides will participate in any mandatory training activities offered prior to the start and throughout the school year.
3. GLC shall provide bus aide as assigned to routes for a period of one hundred eighty (180) days. If GLC does not provide a school bus aide for any school day, there shall be deducted from the billing invoice.
4. The District may require the suspension or termination of any bus aide for violation of any federal, state, or local law, rule, regulation of any District policy regarding the health, safety, or welfare of children.

TERMS

Business Functions

1. Neither party may assign any of its rights under the contract without the prior written consent of the other party.
2. In the event The Academy is transferred to another entity, the contract shall be binding for a continuation of the provision of services to the subsequent successor, legal representative, or assignment after GLC.
3. All written and oral materials, documents, pamphlets, handouts, forms, and other information provided by either organization shall be the sole and exclusive property of the party providing the item, whether copyrighted or not.
    a. Items shall not be used or reproduced without prior written approval of the originating party.
    b. No audio or video recording shall take place without the consent of either party.

Default on Services

1. If GLC fails to fulfil its obligations or violates any of the terms of the contractual agreement, the District has the right to terminate the agreement with written notification and withhold payment more than fair compensation for the work completed.
2. If any component of this contractual agreement is deemed invalid or unenforceable to any extent, the remainder of the agreement shall not be affected and is enforceable to the greatest extent permitted by law.

Agreements and Amendments

1. Th contractual agreement between parties supersedes all prior contracts, either oral or written, with respect to the provision of therapeutic day school services.
2. No amendment or variation of the contract is considered valid unless written in the contractual agreement as an addendum and signed by required designees from The Academy and The District.

Federal Discrimination Laws

1. In compliance with federal law, including Title IX of the Education Amendments, Sections 503 and 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and Title VI of the Civil Rights Act, each party agrees that it will not discriminate based on race, sexual orientation, gender, religion, color, national origin, age, disability status, or military status in its administration of its policies, including admission policies, employment, programs, or activities.
2. Any employee advertisement shall state that all qualified applicants will receive consideration for employment without regard to their race, sexual orientation, gender, religion, color, national origin, age, disability status, or military status.

Force Majeure

1. If any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control and/or if the party unable to carry out its obligation gives the other party prompt written notice of such event, then the obligations of the party invoking the provision shall be suspended to the extent necessary.

2. This shall include, without limitation, acts of God, natural disaster, fire, flood, explosion, vandalism, storm, or other similar occurrences including, declarations of outbreak, pandemic, or epidemic, and orders or acts of military or civil authority, or by national emergencies, act of terrorism, riots, wars, strikes, lockouts, and/or work stoppages.
3. The excused party shall use all reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

Insurance

1. GLC agrees to obtain and maintain general liability insurance and professional liability insurance and/or professional negligence insurance with policy limits of at least one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate, providing coverage for any and all damages, costs, or expenses arising out of death, physical or mental injury, sickness, disease, or injury to or destruction of property resulting from GLC's performance and implementation of this contractual agreement.
2. Upon request and prior to renewing the contract, GLC will provide proof of insurance to Murfreesboro City Schools' Director of Special Education Services.
3. All premiums will be pre-paid and maintained in full force and effect throughout the duration of this contract, including any extensions or renewals.
4. GLC will provide Worker's Compensation insurance coverage for all internal program employees, as required by law.
5. GLC will provide transportation liability insurance, as required by law.

Termination of Services

1. If either party fails to fulfill the obligations outlined within the contract in the time and manner provided herein, the other party may immediately terminate the contract with written notification. Murfreesboro City Schools' Board of Education will provide just and equitable compensation to GLC for any work completed prior to the termination date. Written notice outlining the cause or causes of termination shall be sent to the other party via email.
2. A thirty (30) day written notice is required to terminate the contract at any time and for any reason prior to the effective date of termination established as part of the contractual agreement (pg. 1).
3. Early termination of the contract will not relieve Murfreesboro City Schools of the obligation for payment of services rendered prior to the effective date of termination.
4. The terminating party may be held liable for any damages sustained if there is breach of contract.
5. If the needs of the District change, resulting in an insufficient number of students in attendance at the Academy, the District has the discretion to terminate the contract with written notification.

Independent Contractor

1. GLC and the District acknowledge each party is hereto independent of the other and shall, under no circumstances be construed as an agent or representative of the other and shall have no liability for the acts or omissions of the other party.
2. GLC is acting as an independent contractor and is retained by Murfreesboro City Schools' Board of Education solely for the provision of the professional services described in the contractual agreement.

3. Neither party, nor any of its employees, agents, or subcontractors shall be deemed to be employees or agents of the other party, and therefore are not entitled to unemployment compensation, workers compensation, or employee benefits by virtue of this contract. Nor should either party be responsible for income tax or other withholding for the other party, its employees or agents.

Media

1. GLC and the District agree each party will not use the other's name, likeness, or logo in any advertising material, press release, publication, or public announcement, including social media without prior written consent and approval.

Telephone

1. GLC will maintain an active telephone number to be used as a primary point of contact. The number will be shared with the appropriate District representatives. This number will be utilized for school closings, emergency notifications, discussion of routine problems, contract questions, and/or any other necessary.
2. GLC's Executive and School Leadership teams will monitor this communication channel and be available for emergency purposes using voice messaging after hours for immediate and prompt communication with The District's Special Education Leadership Team.

Notification of Claims

1. Both parties agree to notify the other party as soon as possible in writing of any incident, occurrence, or claim related to the student and arising out of or in connection with the services provided.
2. Members of the GLC Executive and/or Human Resources team will complete an internal investigation, including interviews, observations, video/audio reviews (if applicable), and document reviews.
3. If either the Executive Team or School Leadership Team's determine the incident warrants outside investigation by an external stakeholder, GLC agrees to notify the appropriate entity (e.g., Law Enforcement, Department of Children's Services, Office of Inspector General, etc.).
4. Once notified, the receiving party has the right to investigate the incident, and the notifying party will fully be cooperative in the investigation.

<u>PERSONNEL</u>

Legal Obligations

1. GLC will comply with all applicable federal and state employee laws and regulations.
2. GLC is responsible for all elements related to the employee workforce, including but not limited to responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, including termination.
3. GLC is responsible for preparing and processing payroll for all employees and shall withhold all applicable federal, state, and local employment taxes and payroll insurances, including but not limited to income, social security, unemployment taxes, and workers compensation costs and charges.

Employee Screening

1. All applicants considered for employment are required to supply a fingerprint sample and submit to a criminal history records review. Further, returning employees must agree to additional criminal history records review every five (5) years. Conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation, GLC must receive, review, and approve the results prior to an employee having contact with any students.
2. Any employee convicted of a criminal offense classified as a sexual crime, convicted as a violent sexual offender, or has an open investigation for sexual misconduct as defined in Tennessee Code 40-39-202 may not have contact with any student enrolled in the program or enter the Academy's grounds when any student is present.

Licensing

1. GLC requires any certified staff to have a current license with all relevant approvals provided by the appropriate agency in the State of Tennessee.
2. GLC will maintain and make available to the District, all necessary approvals, licenses, permits, authority to deliver the services set forth within the contractual agreement. Any service provider assigned to fulfill the duties a licensed professional will possess and maintain the required and current licensure and certification in the State of Tennessee, as required by the profession or discipline, including:
    a. GLC staff assigned to serve as a Lead Teacher must have a current Tennessee licensure with an endorsement in special education, pursuant to Tennessee State Board Rule 0520-02-03.
    b. GLC staff assigned to serve as a classroom Teacher must have a current Tennessee educator licensure pursuant to Tennessee State Board Rule 0520-02-03.
    c. Social/emotional and counseling services will be provided by individuals licensed by the Tennessee Board of Healing Arts licensure the Tennessee State Board of Education with an endorsement in a counseling-related area (e.g., school counselor, school psychologist, etc.). Additionally, a social worker may be used to support the social/emotional learning of The Academy's students. Social workers can obtain a license by completing an educator prep program in school social work, applying for a license from the Tennessee Board of Social Workers, or requesting the transfer of a valid out-of-state license.
    d. Behavioral support services will be provided by a Licensed Behavior Analyst issued by the Tennessee Department of Health's Applied Behavior Analyst Licensing Committee.

Training

1. All Academy staff receive annual formal training in the selected crisis management and physical intervention protocol at the beginning of the school year or at the start of employment and an annual refresher course after returning from winter break. The training will focus on the use of positive behavior management techniques, de-escalation, if/when restraint and isolation may be used, and procedures for reporting the use of physical intervention. For the 2026-2027 school year, all GLC programs use Handle with Care (HWC). While GLC has used HWC for over 10 years, it is GLC's prerogative to transition to a new physical intervention program should it be deemed necessary.

FEE SCHEDULE

Description of Services

1. The Academy will provide educational and clinical services, as agreed upon, during the IEP meeting. The Murfreesboro City Schools will pay GLC to serve as an outside, nonpublic school placement to provide intervention and treatment within a therapeutic day school established to meet the exceptional needs of the student(s) placed at The Academy.

Rates

1. All rates will be evaluated annually and adjusted to account for the economic fluctuation associated with the costs required to provide services identified in the contractual agreement, maintain the buildings and infrastructure, and meet the administrative/overhead capacity to support programs.
    a. GLC will distribute new contracts for the upcoming school year on or before April 30.
    b. Contracts will outline changes related to programming, rates, and rules and regulations.
2. The established daily instructional rate for the 26-27 SY is $315 per student per day.
3. Murfreesboro City Schools will pay the direct contracting costs associated with providing related services identified as a required component of the IEP but not included as part of the school's overall programming (e.g., physical therapy, nursing services, etc.). In lieu of this, the District may provide the appropriate clinician from Murfreesboro City Schools to provide the related service(s). Or the District can secure a contract between Murfreesboro City Schools and a qualified vendor to provide the related services outlined by the IEP.
4. When determined by the IEP team that a student requires a one-to-one educational assistant, The District will pay GLC an additional rate of $404.25 per day per student.
5. When determined by the IEP team that a student requires Extended School Year (ESY) services, The District will pay GLC at the rate of $262.50 per half day per student. If a one-on-one educational assistant is required, The District will pay an additional $262.50 per half day per student.
6. The District shall pay for any bus aides assigned to routes at the rate of $63.00 per day.
7. When determined by The District that a student requires homebound educational services in lieu of a traditional instructional setting, GLC can provide a certified and licensed educator for this service separately from the therapeutic day school. A separate contract is required which details any additional fees for the provision of services.

Invoicing Procedures

1. GLC will prepare and email an invoice monthly, for any services provided by The Academy for the attention of the Special Education Director for Murfreesboro City Schools' Board of Education.
2. Invoices will include the itemization of services by activity, type, and student. Each invoice must provide the total number, name, school zone, and grade of students served each month.
3. GLC will invoice Murfreesboro City Schools for all services, including the provision of one-on-one support, per student per day, during any district-facilitated closures and inclement weather, professional development, and parent teacher conference days. Upon request, a copy of the school's calendar will be emailed to the District, pending approval by the Tennessee Department of Education, on the first administrative workday for the new school year.
4. GLC will invoice Murfreesboro City Schools for up to ten consecutive days for individual student absences, whether excused or unexcused.

    a. Justification to bill the district for any more than ten consecutive absences during a given month requires an in-person, virtual, or phone discussion or an email exchange between parties to confirm a reciprocal agreement.
    b. GLC will invoice Murfreesboro City Schools' Board of Education for ten consecutive days for individual student absences, whether excused or unexcused.
    c. Any student with more than ten absences and for whom Genesis Learning Centers are unable to bill will be dropped from enrollment at the end of the billing cycle. Re-enrollment is possible, assuming the school has space available.
5. All invoices will be delivered via email by the 15th of the month following the last date of service provided in each month.
6. It is the mutual responsibility of GLC and Murfreesboro City Schools' Board of Education to review the document to ensure the appropriateness and accuracy of services, invoice requirements are included, and the GLC-assigned contract number is listed.
7. In the event the District disputes the services documented, the Special Education Director for Murfreesboro City Schools' Board of Education should submit any identified concerns in writing within ten (10) days following issuance of the invoice. Failure to notify GLC within the established time frame will result in the invoice becoming final and should be paid as such.
8. Final invoices for all services provided during the regular school year or during ESY will be submitted to Murfreesboro City Schools' Board of Education by June 30.

Payment

1. Payment is due to GLC within 30 days from the date the invoice is emailed to the attention of the Special Education Director for the District.
2. Please be advised, a payment is considered "late" if it is received after the 30th day from initial issuance via email.
    a. Late payments may be subjected to a fee of 1.5% of the month's total invoice per day after the 30th day and will be added as a line item on the following month's invoice.
3. Payment for "disputed" services **is required** within 30 days, regardless of the status.
    a. Together with the District, GLC will review the identified concern(s).
    b. GLC will either provide data to substantiate the invoice, overturning the disputed claim. Or, GLC will confirm the District's disputed claim and list as a line item a credit on the following month's invoice.

I witness thereof, both parties agree to execute the above-written contract on the date and year listed below, but be effective as of the dates written above.

For the Board of Education

_____	_____
Board of Education Representative	Date
_____	_____
Board of Education Representative	Date
_____	_____
Board of Education Representative	Date

For Genesis Learning Centers

_____	April 29, 2026
Acting Executive Director	Date

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Project Play Therapy Professional Services Agreement Renewal

Board Meeting Date: June 9, 2026

Department: Special Education

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS recommends renewal of the Professional Services Agreement with Project Play Therapy for provision of special education-related services to students. Project Play Therapy, LLC provides special education-related behavior support services, including a dedicated team of five full-time equivalents supervised by a Board Certified Behavior Analyst, direct Registered Behavior Technician supports individualized to student needs, direct BCBA supervision and supports, teacher consultation, development, training, and fidelity support for FBAs and BIPs, participation in IEP meetings, indirect tasks necessary to support student services such as materials preparation, data analysis, and progress reporting, and monitoring of service hours. Renewing this agreement will allow the District to continue accessing specialized services necessary to support student needs and ensure compliance with applicable special education requirements.

Staff Recommendation

Approve the Amendment and Renewal Agreement with Project Play Therapy for fiscal year 2027

Fiscal Impact

The renewal maintains the existing services and compensation rates set forth in Appendix A, including a rate of $29,995 per month billed over a ten-month period, with total compensation during the renewal term not to exceed $300,000 unless modified through a subsequent written amendment approved by both parties. Services will be paid from Special Education funding.

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

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

AMENDMENT AND RENEWAL AGREEMENT
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
PROJECT PLAY THERAPY

This Amendment and Renewal Agreement ("Amendment") is entered into by and between Murfreesboro City Schools ("District") and Project Play Therapy ("Contractor") effective as of July 1, 2025 ("Effective Date of Amendment").

RECITALS

WHEREAS, the District and Contractor entered into a Professional Services Agreement dated July 1, 2025 ("Agreement") for the provision of special education services;

WHEREAS, under Section 2.3, the Agreement may be renewed by the District for up to two (2) successive one (1) year renewal periods as long as written notice is provided at least thirty (30) days prior to the end of the current term or first renewal term, as applicable;

WHEREAS, the parties wish to renew the Agreement for the period beginning July 1, 2026 through June 30, 2027, and amend the compensation rates as set forth in Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Renewal Term. Pursuant to Section 2.3 of the Agreement, the District hereby exercises its option to renew the Agreement for the term beginning July 1, 2026 (the "Effective Date") through June 30, 2027.

2. Renewed Services and Compensation through Appendix A. During the Renewal Term, the Services and compensation rates set forth in Appendix A to the Agreement shall remain unchanged and are incorporated herein by reference. The total compensation payable under the Agreement during the Renewal Term shall not exceed Three Hundred Thousand Dollars ($300,000.00) unless an amendment increasing that amount is duly executed in writing by both parties.

3. No Further Amendment. Except as specifically amended by this Amendment, all terms and provisions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the Effective Date of Amendment.

SIGNATURE PAGE FOLLOWS

MURFREESBORO CITY SCHOOLS

_____

Bobby N. Duke, III
Director of Schools

Date: _____

PROJECT PLAY

_____

Name: _____

Title: _____

Date: _____

Approved as to form:

_____

Lauren Bush, Assistant City Attorney

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Award of MCS-ITB-2026-02, Bus Tires and Services, to Wilks Commercial Tire & Service

Board Meeting Date: June 9, 2026

Department: Transportation

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The MCS Purchasing Department solicited bids for bus tires and related tire services to support the District's school bus fleet. The bid was publicly opened on May 27, 2026, and four responsive bids were received.

Staff evaluated the bids based on pricing, service capabilities, and vendor qualifications. Following review of the bid submissions, including verification of technical support capabilities, staff determined that Wilks Tire & Battery Service provides the best overall value to meet the District's transportation needs.

Staff Recommendation

Approve the award of MCS-ITB-2026-02 Bus Tires and Services Bid to Wilks Commercial Tire & Service

Fiscal Impact

Expenditures will be paid from the Transportation Department budget as needed for the purchase of bus tires and related tire services. Costs will vary based on actual usage throughout the contract period.

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

2552 South Church Street
Murfreesboro, TN 37127-6342
Phone: 615-893-2313
Fax: 615-893-2352
www.cityschools.net

INVITATION TO BID (ITB) 2026-02

This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED:	May 12, 2026
BID TITLE:	MCS-ITB-2026-02
CONTACT:	Laurel Sanders, Murfreesboro City Schools Purchasing Agent
PHONE:	615-893-2313, Ext. 10059
E-MAIL:	laurel.sanders@cityschools.net

Responses to this Invitation to Bid (ITB) shall be submitted electronically through the OpenGov Procurement Portal at: https://procurement.opengov.com/portal/murfreesborotn

Vendors are responsible for ensuring that their submissions are completed and received through the portal prior to the designated deadline. Late submissions will not be accepted and shall be considered nonresponsive. All bids will be publicly opened and read aloud via Zoom. A link will be provided to all those registered as following this bid. Only electronic bids will be accepted.

Solicitation documents, specifications, addenda, and related information may be obtained through the OpenGov Procurement Portal. It is the responsibility of each vendor to monitor the portal for any addenda or additional information issued by Murfreesboro City Schools.

Responses will be publicly opened by the MCS Purchasing Agent at the time designated in the ITB and/or associated addenda. Any public opening information or virtual meeting access details, if applicable, will be provided in the solicitation documents.

BID OPENING DATE:	May 27, 2026
BID OPENING TIME:	2:30 p.m., Central Time

SECTION 1: GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall be incorporated into and made a part of the resulting contract ("Contract"). For purposes of this solicitation, the term "Contract" shall mean the final executed agreement between Murfreesboro City Schools ("MCS") and the successful bidder, including, but not limited to, the solicitation document, specifications, addenda, bidder's response, purchase order, and any mutually agreed written amendments.

MCS reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the District.

Note: Throughout this document the terms Proposer, Contractor, Service Provider, Company, Vendor, Firm or Bidder are used interchangeably and refer to any organization submitting a response to any solicitation. Additionally, the words terms, quote, bid, proposal are used interchangeably and refer to the submission in response to any solicitation. Murfreesboro City Schools, will be referenced as "MCS".

1. **Bid Submission to Murfreesboro City Schools**. MCS is seeking bids for "MCS-ITB-2026-02" for the MCS Transportation Department. The scope of work is set forth in the specifications in Section 2 of this ITB. Electronic bids will be received by MCS until 2:30 p.m. local time on May 27, 2026, at which time the bids will be opened via Zoom.

2. **Deadline and Late Responses.** No bids received after bid opening date and time will be accepted. Bids received by the Purchasing Agent after the specified time will be considered late. MCS shall not be responsible for bids that are mailed or sent via private delivery services. MCS will not accept bids submitted by fax. Only electronic bids submitted through OpenGov shall be accepted.

3. **Organization of Bid and Completeness.** Please submit one electronic copy to the Purchasing Agent via MCS's e-procurement portal, OpenGov. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid submitted to MCS before the bid deadline. Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible. Bidders are cautioned to verify their bid response prior to submission.

4. **Signature.** All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of one (1) year from the bid submission deadline.

5. **Responses to Terms and Conditions.** Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, MCS reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

6. **Completeness of Invitation to Bid ("ITB").** These documents, and those listed on OpenGov, constitute the complete set of specification requirements and ITB. The bidder is responsible for ensuring that all pages and all addenda are received. MCS advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda to the MCS Contact Person via the Question/Answer tab on OpenGov. Bidders must register with OpenGov to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website:
   https://procurement.opengov.com/portal/murfreesborotn

7. **Communication with MCS.** Laurel Sanders is the MCS contact for coordinating communications between MCS and firms submitting bids. If additional information is required in order to make an interpretation of items in this ITB, written questions (including e-mails) will be accepted until five (5) business days prior (05/19/2026) to the bid opening date. All questions regarding the ITB should be addressed via OpenGov Question/Answer Tab or to laurel.sanders@cityschools.net. MCS specifically requests that no contact concerning this ITB be made with any other MCS personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

8. **Discrepancies, Errors, and Omissions.** Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for MCS. If necessary, a written addendum will be issued on OpenGov, notification made to firms on record, and the addendum will be incorporated into the ITB and will become part of the contract. MCS will NOT be responsible for any oral instructions, clarifications, or other communications and no such oral communication may be relied on by any bidder. **MCS is not responsible for technical errors or omissions made by prospective bidders during the bid submission process that may result in a bid not being submitted, being submitted incompletely, or being submitted incorrectly. In the case of technical issues that are verified to be a MCS error, the Purchasing Agent will take reasonable steps to resolve the issue so that the process remains fair to all bidders.**

9. **Errors.** Certain mistakes may be corrected so long as the intended correct bid response is clearly evident. In the event of a disagreement between unit price and extended price, the unit price will control**.**

10. **Further Negotiation.** MCS reserves the right to further negotiate, after the ITBs are opened, with any potential vendor if such is deemed necessary at the discretion of MCS.

11. **Economy of Preparation.** ITB response should be prepared simply and economically, providing a straightforward, concise description of bidder's capabilities to satisfy the requirements of the ITB. Emphasis should be on completeness and clarity of content.

12. **Public Records.** Bid responses and supporting documents submitted to MCS are subject to disclosure pursuant to the Tennessee Public Records Act, T.C.A. § 10-7-503 *et seq*., unless otherwise exempt by law. Bidders claiming any portion of their submission is confidential or

proprietary shall clearly identify such information; however, MCS makes no guarantee that any information designated as confidential will be withheld from disclosure.

13. **Subcontracting.** If any part of the work is, or is to be, subcontracted, the bidder shall provide within the ITB response submittal a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by MCS. The successful bidder will also furnish, at the request of MCS, the corporate or company name and the names of the officers or principals of said companies proposed as subcontractors by the bidder.

14. **Bid Modification.** Bids may be modified, withdrawn, and/or resubmitted in writing to MCS prior to the deadline for bid submission via the procurement portal. After this deadline, no withdrawals or resubmissions may be made for any reason. Bidders must register with OpenGov to ensure that all relevant written communications are available to them in the preparation of their proposal. Registration can be accomplished through the website: https://procurement.opengov.com/portal/murfreesborotn

15. **Tax Exempt.** MCS is exempt from federal and state taxes. Upon request, MCS will provide a sales tax exemption certificate to the awarded firm. Contractors doing business with MCS shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to MCS, nor shall any vendor be authorized to use MCS's Tax Exemption Number in securing such materials.

16. **Contract Term.** If an award is made, any contract resulting from this ITB will be effective on the date the contract is approved and signed. The term shall be one year, with the option of four (4) additional one-year terms.

17. **Pricing Effective for One (1) Year.** The successful bidder shall provide in the bid price the cost for the goods or services rendered. Pricing shall be effective for one year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to MCS. To submit a bid implies consent to the terms set forth in this ITB. Additional years of the contract shall be subject to the following conditions:

    a. **Approval Required.** No award or acquisition can be made until approved by the Board of Education. MCS will not be obligated to bidders for services until the completion of a signed contract approved by authorized officials of MCS. This solicitation in no manner obligates MCS to the eventual rental, lease, or purchase of any equipment or services described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of MCS and may be terminated at any time prior to the signing of a contract.

    b. **Terms and Conditions.** MCS reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of MCS. MCS also reserves the right to make revisions to

any quantity shown on the bid form dependent upon bid prices and available funding. Prices bid on each item shall be firm regardless of the actual quantity of item(s) purchased or services rendered.

c. **Non-Appropriation of Funds.** In the event sufficient funds are not appropriated or otherwise made available to support continuation of the contract in any fiscal year, MCS may terminate the contract without penalty upon written notice to the contractor. MCS's obligation to make payments under the contract is contingent upon the availability of lawfully appropriated funds.

18. **Withdrawal of Bid.** No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event MCS awards a contract to a bidder and during such ninety (90) day period determines that such bidder will be unable to properly perform the contract, MCS reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

19. **Cost of Response**. MCS will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. MCS makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become the record of MCS.

20. **Contract.** The successful bidder's responses to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached sample MCS Contract. If the bidder objects to any contract terms or proposes any additional terms such objections and terms must be set forth in the bid. Rejection of any proposed MCS Contract terms may be a basis for rejection of the bid.

21. **Contract Termination.** MCS reserves the right to cancel the contract for the work without cost or penalty to MCS if, in the opinion of MCS, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon MCS a material or product or workmanship which is, in the opinion of MCS, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of MCS to damages for the breach of any covenants of the contract by the contractor. The contract awarded may be terminated upon any of, but not limited to, the following occurrences:
    a. Bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners;
    b. Failure of the bidder to provide satisfactory services or failure to comply with the specifications;
    c. Unauthorized substitution of products other than those identified in the specifications or specifically approved by the MCS as a substitute prior to award of the contract;
    d. Unsatisfactory performance of products supplied by the bidder or services provided by the bidder;
    e. Fraud; or
    f. Any other breach of the terms of the ITB specifications or contract.

22. **Contract Modification.** The contract may be modified only by written amendment executed by all parties and their signatories hereto.

23. **Independent Contractor.** The successful bidder shall perform all services as an independent contractor and not as an employee, agent, or representative of MCS. Nothing contained in this ITB or resulting contract shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

24. **Replacement or Repair**. No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default. MCS, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take correct action within the amount of time specified by MCS in the written notice. Exercise of this option shall not relieve the contractor of any liability to MCS for damages for the breach of any covenants of the contract by the contractor.

25. **Expense of Legal Action.** Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the MCS prevails, awarded bidder shall pay all expenses of such action including MCS's attorney fees and costs at all stages of the legal action.

26. **Governing Laws.** The validity, construction, and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

27. **Severability.** Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

28. **Indemnification and Hold Harmless.** The successful bidder shall indemnify, defend, and hold harmless Murfreesboro City Schools ("MCS"), its officers, agents, and employees from and against any and all claims, demands, suits, actions, damages, losses, liabilities, penalties, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of the bidder, its employees, agents, contractors, subcontractors, or representatives in connection with the performance of the resulting contract. This obligation includes, but is not limited to, claims arising from bodily injury, sickness, disease, death, property damage, or violations of applicable federal, state, or local laws, regulations, ordinances, or employment requirements, including labor and wage laws. Pursuant to Tennessee Attorney General Opinion 93-01 and applicable Tennessee law, MCS shall not indemnify, defend, or hold harmless the successful bidder or any other party under any circumstances, notwithstanding any provision contained in the bidder's response, quotation, proposal, contract form, invoice, or other submitted document.

29. **Statutory Disqualification.** By submitting a response to this solicitation, the bidder represents and warrants that neither the bidder nor any of its officers, directors, shareholders, members, partners, employees, or agents has been convicted of, pleaded guilty to, or entered a plea of nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or any other state or federal criminal offense arising out of or related to a contract with Murfreesboro City Schools or any political subdivision of the State of Tennessee.

30. **Contractor's Employment Practices.** By submitting a response to this solicitation, the bidder represents and warrants that it maintains employment policies, standards, and practices that comply with all applicable federal, state, and local employment laws. The bidder further represents that it does not, and will not, discriminate in hiring, promotion, demotion, discipline, termination, layoff, compensation, or any other term or condition of employment on the basis of race, color, creed, religion, national origin, age, sex, disability, or any other status protected by applicable law. The bidder also represents and warrants that it is not in violation of, and will not violate, any applicable laws concerning the employment, accommodation, or treatment of individuals with disabilities.

31. **Non-Discrimination and Equal Employment Compliance.** The successful bidder shall comply with all applicable federal, state, and local laws, regulations, and executive orders relating to equal employment opportunity and nondiscrimination. The bidder represents and warrants that it does not and shall not discriminate against any employee, applicant, subcontractor, student, or member of the public on the basis of race, color, religion, creed, sex, national origin, age, disability, veteran status, or any other classification protected by applicable law in the administration of its employment practices, programs, services, or activities. The bidder further certifies that it maintains employment policies and practices that comply with all applicable laws concerning equal employment opportunity, accommodations for individuals with disabilities, and nondiscrimination in hiring, promotion, demotion, discipline, termination, compensation, layoff, and other terms and conditions of employment. Upon request, the bidder shall provide documentation reasonably demonstrating compliance with this provision.

32. **Conflict of Interest.** By submitting a response, it is represented that no officer, committee member, or director of MCS or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for MCS has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

33. **Ethical Standards.** Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity of an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore. A

breach of ethical standards could result in civil/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under MCS contracts.

34. **Payments and Invoicing.** Payments under the resulting contract shall be made upon submittal of an invoice after performance of the portion of the goods or services which each payment represents. Payment terms shall be Net thirty (30) days from MCS's receipt of a complete and accurate invoice. All invoices shall be itemized and shall include, as applicable, the bus number or fleet identification number, date of service, description of goods or services provided, tire manufacturer and size, itemized labor and materials, disposal fees, service call charges, and any other approved charges. MCS shall not be responsible for payment of any charges, fees, surcharges, or expenses not specifically identified in the bidder's pricing submission or otherwise approved in writing by MCS.

35. **Codes and Regulations.** All services and work done must comply with MCS, county, state, and federal laws, rules, codes, and regulations. All services rendered shall be in accordance with the specifications as described in Section 2. The contractor will obtain and pay for all permits, if any, necessary to perform the services.

36. **Prohibition on Tobacco Products.** There shall be no use of any tobacco, tobacco products, vapor devices and any other alternative smoking devices, including tobacco and electronic cigarettes, on property of Murfreesboro City Schools.

37. **Iran Divestment Act of Tennessee.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106. Bids not conforming with this provision shall not be opened. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered.

38. **Non-Boycott of Israel.** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to T.C.A. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

39. **Evaluation of Bid.** Any contract awarded pursuant to this ITB shall be awarded to the lowest responsive and responsible bidder whose bid response meets the requirements and criteria set forth in this ITB. A "responsive bidder" means a person who has submitted a bid response, which conforms in all material respects to the ITB. A "responsible" bidder means a person who has the capacity, reputation, and experience in all respects to perform fully the contract requirements and the integrity and reliability, which will assure good faith performance within the time specified without delay or interference. MCS may make such investigations as deemed necessary to determine the ability of the bidder to provide the products and services required by the bid package. Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. MCS will evaluate bid based on

lowest cost which fully conforms to specifications and whether the proposed costs and terms are, in the judgment of MCS, consistent with current market pricing, appropriate for the services provided, and commensurate with the level of quality expected. MCS reserves the right to award more than one bidder for this service. In addition to the price, the following aspects will be considered in the award of a contract:

a. The ability of the bidder to perform the contract or to provide the material for service required;
b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
c. The character, integrity, reputation, experience, and efficiency of the bidder;
d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
f. Terms and conditions stated in the bid;
g. Compliance with specifications or the ITB;
h. Utilization of the format set forth in this ITB for submittal of a bid; and,
i. Bidder's past performance with MCS.

40. **Bidder's Compliance.** MCS will evaluate proposals for compliance and completeness. The successful bidder shall provide all labor, accessories, and any other standard equipment necessary to provide the required towing services.

41. **Insurance.** During the term of this bid and subsequent contract, the successful bidder must maintain comprehensive general liability insurance with limits of not less than $1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to MCS: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, (ii) upon request, an endorsement naming MCS as additional insured under the terms of the policy as follows: "Murfreesboro City Schools, its officers, employees, contractors, consultants, and agents."

42. **Cooperative Purchasing.** MCS reserves the right to extend the use of any resulting contract to other governmental entities or educational institutions in accordance with applicable Tennessee law, upon mutual agreement of the parties.

SECTION 2: SCOPE OF WORK/SPECIFICATIONS

MCS is soliciting bids from qualified vendors to provide heavy-duty school bus tires, wheel alignments, roadside assistance, tire repair services, mounting and balancing services, preventive maintenance support, and related fleet tire services for the MCS Transportation Department. The successful bidder shall furnish all labor, equipment, tools, materials, transportation, supervision, and incidentals necessary to provide the requested goods and services in accordance with the specifications contained herein.

A. General Requirements

a. All tires furnished under this contract shall be new, unused, first-quality, current production tires meeting all applicable federal and state requirements.
b. Retreaded, regrooved, recapped, blemished, or previously used tires shall not be accepted unless specifically authorized in writing by MCS.
c. All tires shall comply with applicable United States Department of Transportation ("DOT") standards and Federal Motor Carrier Safety Administration ("FMCSA") requirements.
d. Tires supplied under this contract shall have a DOT manufacturing date code indicating manufacture within twelve (12) months prior to delivery unless otherwise approved by MCS.
e. Vendor shall maintain sufficient inventory and staffing levels necessary to support uninterrupted operation of the MCS transportation fleet.
f. Vendor shall comply with all Occupational Safety and Health Administration ("OSHA") regulations and all applicable federal, state, and local laws.

B. Tire Specifications

a. The successful bidder shall provide heavy-duty bus tires compatible with the MCS fleet, including but not limited to the following:
   i. 11R22.5 tires
   ii. Additional 22.5-inch commercial bus tire sizes as required by vehicle specifications
b. Each bidder shall include with its bid the manufacturer's name for all tires, equipment, or materials proposed to be furnished, including applicable type, model numbers, manufacturer's descriptive bulletins, product specifications, and safety data sheets ("SDS"), if applicable. All guarantees and warranties shall be clearly stated.
c. The information submitted shall be in sufficient detail to accurately describe the tires, equipment, and materials proposed. For the successful bidder, the manufacturer's specifications, warranties, and submitted product information shall be incorporated into and made part of the resulting contract with MCS.
d. MCS reserves the right to reject private-label or off-brand tires determined to be unsuitable for fleet use. All tires shall meet the following minimum requirements:

Requirement	Minimum Standard
Load Rating	Compatible with axle loads up to 20,000 lbs. front axle and 40,000 lbs. rear tandem axle
Speed Rating	Minimum 75 mph
Tread Type	Highway/all-position or drive tread, as specified by MCS
Tread Depth	Manufacturer's standard original tread depth
Tire Manufacturers	Nationally recognized commercial tire manufacturers suitable for heavy-duty school bus fleet operations.

C. Tire Installation and Repair Services

a. Vendor shall provide tire mounting, balancing, repair, and replacement services including:
   i. Mounting and dismounting using equipment designed for heavy-duty commercial bus tires.
   ii. Spin balancing for steer tires and other wheel positions as requested by MCS.
   iii. Use of corrosion-resistant wheel weights.
   iv. Tire repairs performed in accordance with Rubber Manufacturers Association ("RMA") guidelines and industry standards.
   v. Plug-only tire repairs shall not be permitted. All repairs shall utilize approved patch/plug combination repair methods.
   vi. Vendor shall remove and properly dispose of scrap tires and related waste materials in compliance with Environmental Protection Agency ("EPA") regulations and all applicable environmental laws.
   vii. Vendor shall not perform additional repairs, replacements, or services beyond the originally requested work without prior authorization from MCS Transportation Department personnel.

D. Wheel Alignment Services

a. Vendor shall provide computerized wheel alignment services for heavy-duty buses including, but not limited to:
   i. Thomas Built Buses
   ii. IC Bus vehicles
b. Alignment services shall include measurement and adjustment of camber, caster, toe, thrust angle, and complete axle alignment as applicable to vehicle configuration.
c. Vendor shall provide printed or electronic "before and after" alignment reports documenting all measurements, tolerances, and adjustments performed.
d. Standard alignment services shall be completed within four (4) hours per vehicle whenever reasonably possible.

E. Emergency Roadside Assistance

a. Vendor shall provide emergency roadside tire service for buses operating within Rutherford County and surrounding service areas during all regular MCS school operations, including summer school and other scheduled student transportation periods.
   i. Emergency roadside service shall be available during route operations and other times when MCS buses are actively in service.
   ii. Vendor shall provide a response time not to exceed three (3) hours, unless delayed by conditions beyond the vendor's reasonable control.
   iii. Major holidays on which MCS is closed are excluded unless service is specifically requested and accepted by the vendor.
b. Vendor shall identify any geographic service limitations or additional charges applicable outside the standard service area.

F. **Preventive Maintenance Program.** The vendor shall offer a structured preventive tire maintenance program designed to support safe and efficient fleet operations. The program shall include routine tire inspections, air pressure checks and inflation adjustments, tread depth monitoring, tire rotation recommendations, and analysis of irregular tire wear patterns. Upon request by MCS, the vendor shall provide reports summarizing tire condition, replacement recommendations, tire wear trends, and cost-per-mile analysis or other relevant fleet performance information.

G. **Service Levels.** The successful bidder shall provide timely and reliable service sufficient to support MCS's transportation operations and minimize disruption to bus routes and fleet availability.
   a. Routine tire service, including scheduled tire inspections, repairs, mounting, dismounting, and balancing, shall be completed within forty-eight (48) hours of request unless otherwise approved by MCS.
   b. Tire-only replacement services shall be completed within seventy-two (72) hours of request. Emergency roadside tire service for buses actively in service shall be provided as soon as practicable, but in no event later than three (3) hours after notification, unless delayed by circumstances beyond the vendor's reasonable control.
   c. The successful bidder shall maintain sufficient staffing, equipment, and inventory to meet these service expectations. Repeated or consistent failure to meet the required service levels may be deemed a breach of contract and may result in cancellation or other remedies available to MCS.
   d. Vendor shall identify whether services will be performed at the vendor's facility, at MCS facilities, through mobile service vehicles, or through a combination thereof.

H. **Vendor Qualifications, Performance, and Compliance.** Bidders shall demonstrate that they possess the experience, staffing, equipment, and technical expertise necessary to provide reliable tire, alignment, roadside, and related fleet services for heavy-duty school buses.
   a. At a minimum, bidders shall have at least three (3) years of experience servicing heavy-duty vehicle fleets and shall demonstrate prior experience servicing fleets consisting of at least twenty-five (25) buses or equivalent commercial vehicles.
   b. Bidders shall employ or have access to qualified technicians with ASE certification or other equivalent industry-recognized training or certification relevant to heavy-duty tire service, wheel alignment, and fleet maintenance.
   c. Each bidder shall provide at least three (3) references from governmental, educational, or commercial fleet customers of similar size and scope.
   d. All services and materials provided under the resulting contract shall comply with OSHA requirements, FMCSA standards, Tennessee Department of Safety regulations, applicable manufacturer specifications, EPA disposal regulations, and all applicable federal, state, and local laws and regulations.
   e. The successful bidder shall be responsible for obtaining and maintaining any permits, licenses, certifications, or approvals necessary to perform the required services.
   f. MCS reserves the right to consider a bidder's experience, qualifications, references, staffing capacity, compliance history, prior performance, and ability to meet the service requirements of this ITB in determining whether the bidder is responsible.
   g. The successful bidder shall administer and process all applicable manufacturer warranty claims on behalf of MCS and shall clearly identify warranty coverage and adjustments on all invoices.

I. **Pricing Requirements.** Pricing submitted in response to this ITB shall include all labor, supervision, tools, equipment, mounting, balancing, service vehicles, travel, disposal fees, environmental handling charges, materials, supplies, and all other incidental costs necessary to provide the goods and services described herein unless otherwise specifically stated in the bidder's response. No additional fees, surcharges, shop charges, fuel charges, administrative fees, or miscellaneous costs shall be invoiced to MCS unless specifically identified in the bid and approved in writing by MCS.

a. Bidders shall provide firm pricing for all goods and services proposed. Pricing shall remain fixed for the initial contract term unless otherwise permitted by the resulting contract. Any proposed pricing adjustments for renewal terms must be submitted in writing and shall be subject to review and approval by MCS.
b. At a minimum, bidders shall provide pricing for the following categories:

Item	**Unit**
11R22.5 Tire	Each
Additional Approved Tire Sizes	Each
Mount/Dismount Service	Per Tire
Spin Balancing	Per Tire
Tire Repair (Patch/Plug)	Per Tire
Valve Stem Replacement	Per Tire
Wheel Alignment	Per Bus
Roadside Service Labor	Per Hour
After-Hours/Emergency Service	Per Hour
Scrap Tire Disposal	Per Tire
Preventive Maintenance Inspection	Per Bus
Service Truck Mileage (if applicable)	Per Mile

c. Bidders may include additional pricing categories, discounts, package pricing, preventive maintenance pricing, after-hours rates, mobile service rates, or value-added services as applicable.
d. Any additional pricing information submitted shall be clearly identified and organized in a manner that allows MCS to evaluate costs accurately and consistently.
e. Any charges, fees, surcharges, or expenses not specifically identified in the bidder's pricing submission shall be deemed included in the bidder's proposed pricing and shall not be separately invoiced without prior written approval from MCS.
f. MCS reserves the right to request clarification of pricing, reject unbalanced pricing, negotiate pricing as permitted by law, and award services in the manner determined to be in the best interest of MCS.
g. All invoices shall include the bus number or fleet identification number, date of service, itemized labor and materials, tire manufacturer and size, and any applicable service call charges.

Murfreesboro City Schools

BID FORM FOR MCS-ITB-2026-02
BUS TIRES, ALIGNMENTS, AND RELATED SERVICES

Instructions to Bidders

This Bid Form shall be completed and submitted electronically through the OpenGov Procurement Portal as part of the bidder's response to ITB-2026-02 for Bus Tires, Alignments, and Related Services for Murfreesboro City Schools ("MCS").

Bidders shall complete all requested information and provide pricing for all applicable categories. Failure to provide complete information may result in the bid being deemed nonresponsive. All pricing submitted shall include all labor, supervision, tools, equipment, mounting, balancing, travel, disposal fees, environmental charges, service vehicles, materials, supplies, and all incidental costs necessary to provide the requested goods and services unless otherwise specifically stated in the bid. By submission of this Bid Form, the bidder acknowledges that it has reviewed the ITB documents, specifications, terms and conditions, and any addenda issued by MCS, and agrees to comply with all requirements contained therein. The bidder further acknowledges that the submitted bid, including all pricing, representations, warranties, and supporting documentation, may be incorporated into and made part of the resulting contract.

BIDDER INFORMATION	
Legal Company Name	
Address	
Contact Person	
Telephone Number	
Email Address	

VENDOR QUALIFICATIONS		
Requirement	**Yes/No**	**Comments**
Vendor has minimum three (3) years of heavy-duty fleet service experience		
Vendor services fleets of 25 or more buses/commercial vehicles		
Vendor employs ASE-certified or equivalent technicians		
Vendor can provide emergency roadside service within required response times		
Vendor can provide computerized wheel alignments for heavy-duty buses		
Vendor complies with OSHA, FMCSA, EPA, and Tennessee regulations		

MCS-ITB-2026-02 PRICING FORM
BUS TIRES, ALIGNMENTS, AND RELATED SERVICES

All prices shall include labor, supervision, tools, mounting, balancing, travel, disposal fees, service charges, and all incidental costs necessary to perform the work.

Description	Unit	Unit Price	Vendor Comments/Exceptions
11R22.5 Tire	Each		
Additional Approved Tire Sizes	Each		
Mount/Dismount Service	Per Tire		
Spin Balancing	Per Tire		
Tire Repair (Patch/Plug)	Per Tire		
Valve Stem Replacement	Per Tire		
Wheel Alignment	Per Bus		
Roadside Service Labor	Per Hour		
After-Hours/Emergency Service	Per Hour		
Scrap Tire Disposal	Per Tire		
Preventive Maintenance Inspection	Per Bus		
Service Truck Mileage (if applicable)	Per Mile		

REFERENCES

Provide three (3) references for similar fleet service contracts**:**

Organization	Contact Person	Phone Number	Services Provided

REQUIRED CERTIFICATIONS AND AFFIDAVITS
MCS-ITB-2026-02
Bus Tires, Alignments, and Related Services

The bidder shall complete and submit the following certifications and acknowledgements as part of its bid response. Failure to provide required certifications may result in the bid being deemed nonresponsive:

NON-COLLUSION CERTIFICATION

By submission of this bid, the bidder certifies that:

1. The bid has been independently arrived at without collusion, consultation, communication, or agreement with any other bidder for the purpose of restricting competition;
2. Neither the bidder nor any employee, agent, representative, or person acting on behalf of the bidder (1) has agreed to submit a fixed or noncompetitive bid; (2) agreed to refrain from bidding; or (3) engaged in any conduct intended to limit fair competition;
3. No officer or employee of Murfreesboro City Schools ("MCS") has any direct or indirect financial interest in the bidder's business organization to the bidder's knowledge; and
4. The bidder has not offered or given, directly or indirectly, any gratuities, favors, or anything of monetary value to any MCS employee or official for the purpose of influencing the procurement process or resulting contract.

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to Tennessee Code Annotated § 12-12-101 *et seq*., by submission of this bid, the bidder certifies under penalty of perjury that, to the best of its knowledge and belief, the bidder is not on the list created by the Tennessee Department of General Services of persons engaged in investment activities in Iran.

NON-BOYCOTT OF ISRAEL CERTIFICATION

If applicable under Tennessee Code Annotated § 12-4-1 *et seq.*, by submission of this bid, the bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel. This certification applies only to contracts of $250,000 or more and to bidders with ten (10) or more employees.

NONDISCRIMINATION CERTIFICATION

The bidder certifies compliance with all applicable federal and state nondiscrimination laws and agrees not to discriminate against any employee, applicant, or participant on the basis of any classification protected by applicable law.

AMERICANS WITH DISABILITIES ACT COMPLIANCE

The bidder certifies that it is in compliance with all applicable provisions of the Americans with Disabilities Act and agrees that any required accommodations or compliance measures associated with its operations shall be the sole responsibility of the bidder.

DEBARMENT/SUSPENSION CERTIFICATION

Bidder certifies that neither Bidder nor any of its principals, officers, owners, affiliates, subcontractors, or key employees is presently debarred, suspended, proposed for debarment,

declared ineligible, voluntarily excluded, or otherwise prohibited from participating in public contracting by any federal, state, or local governmental entity.

CERTIFICATION AND ACKNOWLEDGEMENT

By submission of this Bid Form, the undersigned certifies that the bidder has carefully examined and understands the ITB, specifications, general terms and conditions, addenda, and all related solicitation documents issued by MCS for *ITB-2026-02 Bus Tires, Alignments, and Related Services*. The bidder further certifies that it has had the opportunity to review all requirements of the solicitation and to submit questions or requests for clarification through the OpenGov Procurement Portal.

The undersigned represents and warrants that the bidder possesses the experience, qualifications, personnel, equipment, inventory, facilities, financial capability, and technical expertise necessary to provide the goods and services described in the ITB in accordance with all applicable federal, state, and local laws, regulations, standards, and manufacturer specifications.

The bidder further certifies that all pricing submitted is true and correct and includes all labor, supervision, tools, equipment, mounting, balancing, travel, disposal fees, environmental charges, service vehicles, materials, supplies, permits, licenses, insurance, taxes, fees, overhead, profit, and all other incidental costs necessary to provide the requested goods and services unless otherwise specifically identified in the bid response. The bidder acknowledges that any charges, fees, surcharges, or expenses not specifically identified in the bid submission may be deemed included in the bidder's proposed pricing and shall not be separately invoiced without prior written approval from MCS.

The bidder acknowledges and agrees that all representations, warranties, pricing, product information, specifications, certifications, and supporting documentation submitted with the bid response may be relied upon by MCS and may be incorporated into and made part of the resulting contract.

The undersigned further certifies that the bidder is authorized to submit this bid and bind the company contractually and that the information contained in the bid submission is accurate, complete, and truthful to the best of the bidder's knowledge and belief.

Authorized Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____

AGREEMENT FOR
BUS TIRES, ALIGNMENTS, AND RELATED SERVICES

This Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") by and between Murfreesboro City Schools**,** a municipal school system of the State of Tennessee ("MCS"), and _____ ("Contractor").

This Agreement consists of the following documents:

- This document
- MCS-ITB-2026-02 Bus Tires, Alignments, and Related Services (the "Solicitation");
- Contractor's Bid Response, dated _____ ("Contractor's Bid Response");
- Contractor's Pricing Submission, _____ (the "Pricing Submission"); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

a. Scope of Work. Contractor shall provide heavy-duty school bus tires, wheel alignments, roadside assistance, tire repair services, mounting and balancing services, preventive maintenance support, and related fleet tire services for Murfreesboro City Schools ("MCS") in accordance with the terms of this Agreement, the Solicitation, and Contractor's Bid Response. Contractor shall furnish all labor, supervision, personnel, equipment, tools, materials, transportation, service vehicles, supplies, disposal services, permits, licenses, and incidentals necessary to perform the required services in a safe, timely, and professional manner.

b. Performance of Services. Contractor shall perform all services using qualified personnel possessing the experience, training, certifications, and technical expertise necessary to perform the required work in accordance with generally accepted industry standards and all applicable federal, state, and local laws, regulations, and manufacturer specifications. Contractor shall maintain sufficient staffing, equipment, inventory, and resources necessary to support uninterrupted operation of the MCS transportation fleet and to satisfy the response times, service levels, and performance requirements set forth in the Solicitation.

c. Tires, Materials, and Equipment. All tires, materials, and equipment furnished under this Agreement shall be new, unused, current production, and free from defects unless otherwise specifically approved in writing by MCS. Retreaded, regrooved, recapped, blemished, or previously used tires shall not be supplied unless expressly authorized by MCS in writing.

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1. Contractor shall ensure that all tires furnished under this Agreement comply with applicable United States Department of Transportation ("DOT") standards, Federal Motor Carrier Safety Administration ("FMCSA") requirements, manufacturer specifications, and all other applicable laws and regulations.
2. Contractor shall provide mounting, balancing, repair, alignment, roadside assistance, preventive maintenance, and related services using equipment and procedures appropriate for heavy-duty commercial school bus fleet operations.

d. Warranty. Contractor warrants that all goods and services furnished under this Agreement shall conform to the specifications of the Solicitation and shall be free from defects in workmanship and materials. Contractor further warrants that all services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Contractor shall administer and process all applicable manufacturer warranty claims on behalf of MCS and shall clearly identify warranty coverage and adjustments on invoices and supporting documentation.

e. Subcontractors. Contractor shall not subcontract any material portion of the services required under this Agreement without the prior written consent of MCS. Contractor shall remain fully responsible for the acts, omissions, performance, and compliance of any approved subcontractor.

f. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, safety standards, and environmental requirements, including but not limited to OSHA requirements, FMCSA standards, Tennessee Department of Safety regulations, EPA disposal regulations, and applicable manufacturer specifications. Contractor shall obtain and maintain all licenses, permits, certifications, and approvals necessary to perform the services required under this Agreement.

g. Safety and Protection. Contractor shall be responsible for maintaining safe working practices and for taking all reasonable precautions necessary to protect persons, vehicles, property, equipment, and the public during performance of services under this Agreement. Contractor shall promptly notify MCS of any incident, accident, damage, or condition that may affect the safety or operational readiness of the MCS transportation fleet.

h. Invoicing and Documentation. Contractor shall maintain accurate service records and documentation for all work performed under this Agreement. All invoices shall be itemized and shall include, as applicable, the bus number or fleet identification number, date of service, description of goods or services provided, tire manufacturer and size, itemized labor and materials, disposal fees, service call charges, and any other approved charges.

2. Term.

a. The initial term of this Agreement shall begin on June 10, 2026, and shall continue for a period of one (1) year unless earlier terminated in accordance with the terms of this Agreement.

b. Upon mutual written agreement of the parties and approval by Murfreesboro City Schools ("MCS"), this Agreement may be renewed for up to four (4) additional one-

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year renewal terms under the same terms and conditions, subject to any approved pricing adjustments authorized by the Agreement.

c. MCS reserves the right to terminate this Agreement, in whole or in part:
    1. Upon thirty (30) days' written notice, for the convenience of MCS;
    2. Immediately or upon written notice specified by MCS, if Contractor fails to perform the services required under this Agreement in a satisfactory, timely, safe, or compliant manner, or otherwise breaches any material provision of this Agreement;
    3. Immediately upon written notice in the event of fraud, misconduct, loss of required licensing or insurance, repeated failure to meet service levels, or violation of applicable laws or regulations by Contractor;
    4. Immediately upon written notice if sufficient funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year; or
    5. By mutual written agreement of the parties.
d. Contractor may terminate this Agreement upon thirty (30) days' written notice to MCS; however, Contractor shall remain responsible for completion of all services authorized prior to the effective date of termination unless otherwise approved by MCS.
e. Termination of this Agreement shall not relieve either party of any obligation or liability accrued prior to the effective date of termination.

3. Price; Compensation; Method of Payment.

a. **Pricing.** Contractor shall provide the goods and services described in this Agreement in accordance with the pricing submitted in Contractor's Bid Response. The pricing submitted by Contractor and accepted by MCS shall be incorporated into and made part of this Agreement.
    1. All pricing shall include all labor, supervision, personnel, tools, equipment, mounting, balancing, travel, disposal fees, environmental handling charges, service vehicles, materials, supplies, permits, licenses, insurance, overhead, profit, and all other incidental costs necessary to provide the required goods and services unless otherwise specifically identified in Contractor's Bid Response and approved by MCS.
    2. Any charges, fees, surcharges, or expenses not specifically identified in Contractor's pricing submission shall be deemed included in Contractor's proposed pricing and shall not be separately invoiced without prior written approval from MCS.
    3. Pricing shall remain firm for the initial term of this Agreement unless otherwise specifically authorized herein. Any proposed pricing adjustments for renewal terms shall be submitted in writing and shall be subject to review and written approval by MCS.
b. **Invoicing and Payment.** Payments under this Agreement shall be made upon submittal of a complete and accurate invoice after performance of the portion of the goods or services which each payment represents. Payment terms shall be Net thirty (30) days from MCS's receipt of a properly submitted invoice.
    1. All invoices shall be itemized and shall include, as applicable:
        a. Bus number or fleet identification number;

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b. Date of service;
c. Description of goods or services provided;
d. Tire manufacturer, model, and size;
e. Itemized labor and materials;
f. Disposal fees;
g. Service call charges; and
h. Any other approved charges.

c. Contractor shall submit invoices and supporting documentation in a format acceptable to MCS. MCS reserves the right to withhold payment for incomplete, inaccurate, unauthorized, or disputed charges pending verification and resolution.
d. Final payment shall not constitute acceptance of defective goods or services nor relieve Contractor of any obligations under this Agreement, including warranty obligations.
e. **Additional Services.** Contractor shall not perform additional repairs, replacements, or services beyond the originally authorized work without prior approval from authorized MCS Transportation Department personnel. MCS shall not be responsible for payment of unauthorized services or charges.

4. **Insurance**. Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name Murfreesboro City Schools as an additional insured. Contractor must notify MCS within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

5. **Indemnification.**

a. Contractor must indemnify, defend, and hold harmless Murfreesboro City Schools, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
b. Pursuant to Tennessee Attorney General Opinion 93-01, Murfreesboro City Schools will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6. **Notices.**

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

Murfreesboro City Schools:
Murfreesboro City Schools
ATTN: Purchasing Agent

Contractor:

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2552 South Church Street
Murfreesboro, TN 37127

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against MCS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MCS or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

9. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

12. **Non-Discrimination.** It is the policy of MCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MCS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MCS or in the employment practices of MCS's Contractors. Accordingly, all proposers entering into contracts with MCS may upon request be required to show proof of such

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nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MCS.

14. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of MCS. Any such assignment or transfer does not release Contractor from its obligations hereunder.

15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

16. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control. The affected party shall promptly notify the other party and shall use reasonable efforts to resume performance as soon as practicable.

17. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

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19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should MCS prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

20. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

21. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of MCS and is thereafter effective as of the date set forth above.

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

MURFREESBORO CITY SCHOOLS **[CONTRACTOR]**

By: _____
Bobby N. Duke, III
Director of Schools

By: _____
[NAME, Position]

Approved as to form:

_____
Lauren Bush, Assistant City Attorney

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EXHIBIT A
INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement insurance coverage of the types and minimum limits set forth below with insurance companies authorized to do business in the State of Tennessee and having an A.M. Best rating of A-VII or better. Contractor's maintenance of the required insurance coverage is a material obligation under this Agreement and a condition precedent to payment by Murfreesboro City Schools ("MCS"). Contractor shall provide certificates of insurance evidencing the required coverage prior to commencement of services under this Agreement and upon renewal of any policy. Upon request, Contractor shall provide copies of endorsements and applicable policy provisions demonstrating compliance with this Exhibit.

1. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance written on an occurrence basis with minimum limits of:
    - $1,000,000 per occurrence; and
    - $2,000,000 aggregate.

    Coverage shall include:
    - Bodily injury;
    - Property damage;
    - Contractual liability;
    - Products and completed operations; and
    - Personal and advertising injury.

The policy shall name Murfreesboro City Schools, its officers, employees, agents, representatives, and volunteers as additional insureds with respect to services performed under this Agreement. Coverage shall be primary and non-contributory with any insurance maintained by MCS.

2. **Automobile Liability Insurance.** Contractor shall maintain Commercial Automobile Liability Insurance covering all owned, hired, leased, non-owned, and borrowed vehicles used in connection with services performed under this Agreement with a minimum combined single limit of:
    - $1,000,000 per occurrence.

The policy shall include coverage for bodily injury and property damage and shall name Murfreesboro City Schools as an additional insured where commercially available.

3. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance in compliance with all applicable Tennessee statutory requirements. Contractor shall also maintain Employer's Liability Insurance with minimum limits of:
    - $1,000,000 each accident;
    - $1,000,000 disease policy limit; and
    - $1,000,000 disease each employee.

Contractor shall require any approved subcontractor performing services under this Agreement to maintain Workers' Compensation coverage as required by law.

DRAFT

4. **Cancellation and Material Changes.** Contractor shall provide MCS with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except that ten (10) days' notice shall apply for cancellation due to non-payment of premium if permitted by the policy.
5. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be the sole responsibility of Contractor.
6. **Subcontractors.** Contractor shall be fully responsible for all acts and omissions of any approved subcontractor. Contractor shall ensure that all approved subcontractors maintain insurance coverage reasonably appropriate for the services being performed.
7. **No Limitation of Liability.** The insurance requirements set forth herein shall not limit, restrict, or waive Contractor's liability or obligations under this Agreement, including Contractor's indemnification obligations.
8. **Right to Review.** MCS reserves the right to review insurance requirements during the term of this Agreement and to require reasonable modifications to coverage limits or types if necessitated by changes in applicable law, risk exposure, or the scope of services being performed.
9. **Failure to Maintain Coverage.** Failure of Contractor to maintain the insurance required by this Exhibit shall constitute a material breach of this Agreement and may result in suspension of services, withholding of payment, termination of the Agreement, or any other remedy available to MCS.

DRAFT

AGREEMENT FOR
BUS TIRES, ALIGNMENTS, AND RELATED SERVICES

This Agreement ("Agreement") is entered into and effective as of June 10, 2026 (the "Effective Date") by and between Murfreesboro City Schools**,** a municipal school system of the State of Tennessee ("MCS"), and Wilks Murfreesboro, LLC**.,** a foreign limited liability company within the State of Tennessee with a principal place of business at 5924 New Nashville Highway, Murfreesboro, TN 37129 ("Contractor").

This Agreement consists of the following documents:

- This document
- MCS-ITB-2026-02 Bus Tires, Alignments, and Related Services (the "Solicitation");
- Contractor's Bid Response, dated May 27, 2026 ("Contractor's Bid Response");
- Contractor's Pricing Submission, dated May 27, 2026 (the "Pricing Submission"); and
- Any properly executed amendments to this Agreement.

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

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

1. Duties and Responsibilities of Contractor.

a. Scope of Work. Contractor shall provide heavy-duty school bus tires, wheel alignments, roadside assistance, tire repair services, mounting and balancing services, preventive maintenance support, and related fleet tire services for Murfreesboro City Schools ("MCS") in accordance with the terms of this Agreement, the Solicitation, and Contractor's Bid Response. Contractor shall furnish all labor, supervision, personnel, equipment, tools, materials, transportation, service vehicles, supplies, disposal services, permits, licenses, and incidentals necessary to perform the required services in a safe, timely, and professional manner.

b. Performance of Services. Contractor shall perform all services using qualified personnel possessing the experience, training, certifications, and technical expertise necessary to perform the required work in accordance with generally accepted industry standards and all applicable federal, state, and local laws, regulations, and manufacturer specifications. Contractor shall maintain sufficient staffing, equipment, inventory, and resources necessary to support uninterrupted operation of the MCS transportation fleet and to satisfy the response times, service levels, and performance requirements set forth in the Solicitation.

c. Tires, Materials, and Equipment. All tires, materials, and equipment furnished under this Agreement shall be new, unused, current production, and free from defects unless otherwise specifically approved in writing by MCS. Retreaded, regrooved, recapped, blemished, or previously used tires shall not be supplied unless expressly authorized by MCS in writing.

1. Contractor shall ensure that all tires furnished under this Agreement comply with applicable United States Department of Transportation ("DOT") standards, Federal Motor Carrier Safety Administration ("FMCSA") requirements, manufacturer specifications, and all other applicable laws and regulations.
2. Contractor shall provide mounting, balancing, repair, alignment, roadside assistance, preventive maintenance, and related services using equipment and procedures appropriate for heavy-duty commercial school bus fleet operations.

d. Warranty. Contractor warrants that all goods and services furnished under this Agreement shall conform to the specifications of the Solicitation and shall be free from defects in workmanship and materials. Contractor further warrants that all services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Contractor shall administer and process all applicable manufacturer warranty claims on behalf of MCS and shall clearly identify warranty coverage and adjustments on invoices and supporting documentation.

e. Subcontractors. Contractor shall not subcontract any material portion of the services required under this Agreement without the prior written consent of MCS. Contractor shall remain fully responsible for the acts, omissions, performance, and compliance of any approved subcontractor.

f. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, safety standards, and environmental requirements, including but not limited to OSHA requirements, FMCSA standards, Tennessee Department of Safety regulations, EPA disposal regulations, and applicable manufacturer specifications. Contractor shall obtain and maintain all licenses, permits, certifications, and approvals necessary to perform the services required under this Agreement.

g. Safety and Protection. Contractor shall be responsible for maintaining safe working practices and for taking all reasonable precautions necessary to protect persons, vehicles, property, equipment, and the public during performance of services under this Agreement. Contractor shall promptly notify MCS of any incident, accident, damage, or condition that may affect the safety or operational readiness of the MCS transportation fleet.

h. Invoicing and Documentation. Contractor shall maintain accurate service records and documentation for all work performed under this Agreement. All invoices shall be itemized and shall include, as applicable, the bus number or fleet identification number, date of service, description of goods or services provided, tire manufacturer and size, itemized labor and materials, disposal fees, service call charges, and any other approved charges.

2. Term.

a. The initial term of this Agreement shall begin on June 10, 2026, and shall continue for a period of one (1) year unless earlier terminated in accordance with the terms of this Agreement.

b. Upon mutual written agreement of the parties and approval by Murfreesboro City Schools ("MCS"), this Agreement may be renewed for up to four (4) additional one-

year renewal terms under the same terms and conditions, subject to any approved pricing adjustments authorized by the Agreement.

c. MCS reserves the right to terminate this Agreement, in whole or in part:
    1. Upon thirty (30) days' written notice, for the convenience of MCS;
    2. Immediately or upon written notice specified by MCS, if Contractor fails to perform the services required under this Agreement in a satisfactory, timely, safe, or compliant manner, or otherwise breaches any material provision of this Agreement;
    3. Immediately upon written notice in the event of fraud, misconduct, loss of required licensing or insurance, repeated failure to meet service levels, or violation of applicable laws or regulations by Contractor;
    4. Immediately upon written notice if sufficient funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year; or
    5. By mutual written agreement of the parties.
d. Contractor may terminate this Agreement upon thirty (30) days' written notice to MCS; however, Contractor shall remain responsible for completion of all services authorized prior to the effective date of termination unless otherwise approved by MCS.
e. Termination of this Agreement shall not relieve either party of any obligation or liability accrued prior to the effective date of termination.

3. Price; Compensation; Method of Payment.

a. **Pricing.** Contractor shall provide the goods and services described in this Agreement in accordance with the pricing submitted in Contractor's Bid Response. The pricing submitted by Contractor and accepted by MCS shall be incorporated into and made part of this Agreement.
    1. All pricing shall include all labor, supervision, personnel, tools, equipment, mounting, balancing, travel, disposal fees, environmental handling charges, service vehicles, materials, supplies, permits, licenses, insurance, overhead, profit, and all other incidental costs necessary to provide the required goods and services unless otherwise specifically identified in Contractor's Bid Response and approved by MCS.
    2. Any charges, fees, surcharges, or expenses not specifically identified in Contractor's pricing submission shall be deemed included in Contractor's proposed pricing and shall not be separately invoiced without prior written approval from MCS.
    3. Pricing shall remain firm for the initial term of this Agreement unless otherwise specifically authorized herein. Any proposed pricing adjustments for renewal terms shall be submitted in writing and shall be subject to review and written approval by MCS.
b. **Invoicing and Payment.** Payments under this Agreement shall be made upon submittal of a complete and accurate invoice after performance of the portion of the goods or services which each payment represents. Payment terms shall be Net thirty (30) days from MCS's receipt of a properly submitted invoice.
    1. All invoices shall be itemized and shall include, as applicable:
        a. Bus number or fleet identification number;

b. Date of service;
c. Description of goods or services provided;
d. Tire manufacturer, model, and size;
e. Itemized labor and materials;
f. Disposal fees;
g. Service call charges; and
h. Any other approved charges.

c. Contractor shall submit invoices and supporting documentation in a format acceptable to MCS. MCS reserves the right to withhold payment for incomplete, inaccurate, unauthorized, or disputed charges pending verification and resolution.
d. Final payment shall not constitute acceptance of defective goods or services nor relieve Contractor of any obligations under this Agreement, including warranty obligations.
e. **Additional Services.** Contractor shall not perform additional repairs, replacements, or services beyond the originally authorized work without prior approval from authorized MCS Transportation Department personnel. MCS shall not be responsible for payment of unauthorized services or charges.

4. **Insurance**. Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name Murfreesboro City Schools as an additional insured. Contractor must notify MCS within five (5) days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.

5. **Indemnification.**

a. Contractor must indemnify, defend, and hold harmless Murfreesboro City Schools, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
b. Pursuant to Tennessee Attorney General Opinion 93-01, Murfreesboro City Schools will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6. **Notices.**

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

Murfreesboro City Schools:	Contractor:
Murfreesboro City Schools	Wilks Murfreesboro LLC
ATTN: Purchasing Agent	5924 New Nashville Hwy

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against MCS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MCS or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

9. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

12. **Non-Discrimination.** It is the policy of MCS not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MCS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MCS or in the employment practices of MCS's Contractors. Accordingly, all proposers entering into contracts with MCS may upon request be required to show proof of such

nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

13. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MCS.

14. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of MCS. Any such assignment or transfer does not release Contractor from its obligations hereunder.

15. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.

16. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control. The affected party shall promptly notify the other party and shall use reasonable efforts to resume performance as soon as practicable.

17. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

18. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.

19. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should MCS prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

20. **Iran Divestment Act of Tennessee.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.

21. **Non-Boycott of Israel.** By submission of the Contractor's Bid, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of $250,000 or more and to contractors with ten (10) or more employees.

22. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of MCS and is thereafter effective as of the date set forth above.

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

MURFREESBORO CITY SCHOOLS

By: _____
Bobby N. Duke, III
Director of Schools

WILKS MURFREESBORO LLC

By: _____

Name:_____

Position: _____

Approved as to form:

_____
Lauren Bush, Assistant City Attorney

EXHIBIT A
INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement insurance coverage of the types and minimum limits set forth below with insurance companies authorized to do business in the State of Tennessee and having an A.M. Best rating of A-VII or better. Contractor's maintenance of the required insurance coverage is a material obligation under this Agreement and a condition precedent to payment by Murfreesboro City Schools ("MCS"). Contractor shall provide certificates of insurance evidencing the required coverage prior to commencement of services under this Agreement and upon renewal of any policy. Upon request, Contractor shall provide copies of endorsements and applicable policy provisions demonstrating compliance with this Exhibit.

1. **Commercial General Liability Insurance.** Contractor shall maintain Commercial General Liability Insurance written on an occurrence basis with minimum limits of:
    - $1,000,000 per occurrence; and
    - $2,000,000 aggregate.

    Coverage shall include:
    - Bodily injury;
    - Property damage;
    - Contractual liability;
    - Products and completed operations; and
    - Personal and advertising injury.

The policy shall name Murfreesboro City Schools, its officers, employees, agents, representatives, and volunteers as additional insureds with respect to services performed under this Agreement. Coverage shall be primary and non-contributory with any insurance maintained by MCS.

2. **Automobile Liability Insurance.** Contractor shall maintain Commercial Automobile Liability Insurance covering all owned, hired, leased, non-owned, and borrowed vehicles used in connection with services performed under this Agreement with a minimum combined single limit of:
    - $1,000,000 per occurrence.

The policy shall include coverage for bodily injury and property damage and shall name Murfreesboro City Schools as an additional insured where commercially available.

3. **Workers' Compensation and Employer's Liability Insurance.** Contractor shall maintain Workers' Compensation Insurance in compliance with all applicable Tennessee statutory requirements. Contractor shall also maintain Employer's Liability Insurance with minimum limits of:
    - $1,000,000 each accident;
    - $1,000,000 disease policy limit; and
    - $1,000,000 disease each employee.

Contractor shall require any approved subcontractor performing services under this Agreement to maintain Workers' Compensation coverage as required by law.

4. **Cancellation and Material Changes.** Contractor shall provide MCS with at least thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except that ten (10) days' notice shall apply for cancellation due to non-payment of premium if permitted by the policy.
5. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be the sole responsibility of Contractor.
6. **Subcontractors.** Contractor shall be fully responsible for all acts and omissions of any approved subcontractor. Contractor shall ensure that all approved subcontractors maintain insurance coverage reasonably appropriate for the services being performed.
7. **No Limitation of Liability.** The insurance requirements set forth herein shall not limit, restrict, or waive Contractor's liability or obligations under this Agreement, including Contractor's indemnification obligations.
8. **Right to Review.** MCS reserves the right to review insurance requirements during the term of this Agreement and to require reasonable modifications to coverage limits or types if necessitated by changes in applicable law, risk exposure, or the scope of services being performed.
9. **Failure to Maintain Coverage.** Failure of Contractor to maintain the insurance required by this Exhibit shall constitute a material breach of this Agreement and may result in suspension of services, withholding of payment, termination of the Agreement, or any other remedy available to MCS.

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Renewals of Food and Non-Food and Produce Contracts with US Foods

Board Meeting Date: June 9, 2026

Department: Nutrition

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS requests approval to renew its Food and Non-Food Contract and Produce Contract for the 2026-2027 school year with US Foods. The original Food and Non-Food Contract was competitively procured and awarded pursuant to the Murfreesboro City Schools Food and Non-Food Bid for the 2023-2024 school year. The original Produce Contract was competitively procured and awarded to Institutional Wholesale Company, Inc. (IWC) for the 2024-2025 school year. Following the award of these contracts, IWC was acquired by US Foods, which has assumed IWC's rights and obligations under the contracts as successor-in-interest. The contracts will continue to provide food products, produce, and related supplies necessary to support daily meal service operations throughout the district.

Staff Recommendation

Recommend approval of the 2026-2027 renewals of the Food and Non-Food Contract and Produce Contract with US Foods to ensure the continued provision of products necessary for the operation of the School Nutrition Program.

Fiscal Impact

Expenditures will be paid from the School Nutrition Fund. Actual expenditures will vary based on participation rates, menu requirements, product availability, and market conditions. Pricing adjustments, where applicable, will be administered in accordance with the terms of the original contracts.

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.

May 29, 2026

MURFREESBORO CITY SCHOOLS
ATTN: JACLYN SAUNDERS
2552 S CHURCH STREET
MURFREESBORO TN 37127-6342

RE: RENEWAL OF FOOD AND NON-FOOD AGREEMENT FOR 2026-2027 SCHOOL YEAR

US Foods agrees to renew the Food and Non-Food Agreement for the 2026-2027 school year following the terms set forth in the current contract. Please find attached the renewal price list for SY 2026-2027 with quarterly price updates.

Please let me know if you have any questions.

Sincerely,

Melissa Hammock

Melissa Hammock
Bid Sales Manager
US Foods
535 Dry Valley Road
Cookeville TN 38506
931-537-4282
Melissa.hammock@usfoods.com

May 29, 2026

MURFREESBORO CITY SCHOOLS
ATTN: JACLYN SAUNDERS
2552 S CHURCH STREET
MURFREESBORO TN 37127-6342

RE: RENEWAL OF PRODUCE AGREEMENT FOR 2026-2027 SCHOOL YEAR

US Foods agrees to renew the Produce Agreement for the 2026-2027 school year following the terms set forth in the current contract. Prices will be updated weekly based on cost + fixed fee set forth in the contract.

Please let me know if you have any questions.

Sincerely,

Melissa Hammock

Melissa Hammock
Bid Sales Manager
US Foods
535 Dry Valley Road
Cookeville TN 38506
931-537-4282
Melissa.hammock@usfoods.com

SCHOOL NUTRITION PROGRAM RENEWAL OF CONTRACT FOR FOOD AND NON-FOOD PRODUCTS SCHOOL YEAR 2026-2027

This Renewal Agreement ("Renewal") is entered into by and between the Murfreesboro City Schools School Nutrition Program ("SFA") and US Foods, Inc. ("Vendor") for the renewal of the contract for food and non-food products originally executed on July 1, 2023 ("Original Contract"). The School Food Authority and Vendor acknowledge that the Original Contract was awarded to Institutional Wholesale Company, Inc. ("IWC"). Following execution of the Original Contract, IWC was acquired by US Foods, Inc., and US Foods has succeeded to and assumed IWC's rights and obligations under the Original Contract. Accordingly, US Foods is executing this Renewal Agreement as the successor-in-interest to IWC, and all references to Vendor in the Original Contract shall be deemed to refer to US Foods.

Pursuant to the terms of the Original Contract and applicable federal procurement regulations, including 7 CFR § 210.21 and 2 CFR Part 200, the parties mutually agree to renew the Original Contract for an additional one-year term. Federal regulations permit contracts of this type to be renewed annually for up to four one-year renewal terms following the original contract period, provided the renewals are contemplated in the original solicitation and contract.

This Renewal does not make any material changes to the Original Contract beyond the adjustments specifically identified herein.

A. DEFINITIONS
   a. "SFA" refers to the school food authority that is contracting for the provision of food and non-food products and will claim the meals for SNP reimbursements. Murfreesboro City Schools School Nutrition Department is the SFA for the purposes of this renewal.
   b. "Vendor" refers to the company providing the food and non-food products to the SFA.
   c. "Original Contract" refers to the contract executed on June 20, 2023, for the provision of food and non-food products.

A. RENEWAL OF CONTRACT
   a. RENEWAL. SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the fourth renewal of the original contract.
   b. TERM. The start date for this contract renewal is July 1, 2026, and the end date for the renewed contract is June 30, 2027.

B. ADJUSTMENTS TO CONTRACT
   a. ORIGINAL TERMS. SFA and Vendor agree to the terms of the original Contract for food and non-food products, subjects to the adjustments herein, for the term of the contract renewal.

b. FINANCIAL TERMS. Vendor may adjust pricing quarterly in accordance with the pricing adjustment provisions contained in the Original Contract. Any price adjustments must comply with the limitations and documentation requirements set forth in the Original Contract, including the Consumer Price Index limitations applicable to Food Away From Home pricing.

c. The pricing sheet titled "US Foods Food and Non-Food Renewal Pricing 2026-2027" is incorporated by reference as an exhibit.

d. The parties acknowledge that this Renewal Agreement is within the scope of the Original Contract and solicitation and does not constitute a material change requiring a new procurement.

C. TERMINATION. SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

D. VENDOR CERTIFICATION STATEMENTS. The following certifications are attached to this renewal as exhibits:
   a. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
   b. Certification Regarding Lobbying
   c. Certification Regarding Civil Rights Compliance
   d. Disclosure of Lobbying Activities

SIGNATURES

SCHOOL FOOD AUTHORITY	VENDOR
_____	_____
Bobby N. Duke, III, Director of Schools	Name: _____
	Title: _____
Date :_____	Date: _____

Approved as to form:

_____
Lauren Bush, Assistant City Attorney

SCHOOL NUTRITION PROGRAM
RENEWAL OF CONTRACT FOR
PRODUCE PRODUCTS
SCHOOL YEAR 2026-2027

This Renewal Agreement ("Renewal") is entered into by and between the Murfreesboro City Schools School Nutrition Program ("SFA") and US Foods, Inc. ("Vendor") for the renewal of the Produce Contract originally awarded to Institutional Wholesale Company, Inc. on July 23, 2024. The School Food Authority and Vendor acknowledge that the Original Contract was awarded to Institutional Wholesale Company, Inc. ("IWC"). Following execution of the Original Contract, IWC was acquired by US Foods, Inc., and US Foods has succeeded to and assumed IWC's rights and obligations under the Original Contract. Accordingly, US Foods is executing this Renewal Agreement as the successor-in-interest to IWC, and all references to Vendor in the Original Contract shall be deemed to refer to US Foods.

Pursuant to the terms of the Original Contract and applicable federal procurement regulations, including 7 CFR § 210.21 and 2 CFR Part 200, the parties mutually agree to renew the Original Contract for an additional one-year term. Federal regulations permit contracts of this type to be renewed annually for up to four one-year renewal terms following the original contract period, provided the renewals are contemplated in the original solicitation and contract.

This Renewal does not make any material changes to the Original Contract beyond the adjustments specifically identified herein.

A. DEFINITIONS
   a. “SFA” refers to the school food authority that is contracting for the provision of produce and will claim the meals for SNP reimbursements. Murfreesboro City Schools School Nutrition Department is the SFA for the purposes of this renewal.
   b. “Vendor” refers to the company providing the produce products to the SFA.
   c. “Original Contract” refers to the contract executed on June 20, 2023, for the provision of produce products.

A. RENEWAL OF CONTRACT
   a. RENEWAL. SFA and Vendor mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. This is the fourth renewal of the original contract.
   b. TERM. The start date for this contract renewal is July 1, 2026, and the end date for the renewed contract is June 30, 2027.

B. ADJUSTMENTS TO CONTRACT
   a. ORIGINAL TERMS. SFA and Vendor agree to the terms of the original Contract for produce products, subjects to the adjustments herein, for the term of the contract renewal.

b. FINANCIAL TERMS. Vendor shall continue to provide produce products under the cost-plus-fixed-fee pricing structure established in the Original Contract. Prices may fluctuate based on product cost in accordance with the Original Contract and any applicable renewal pricing schedules submitted by Vendor.

c. The pricing sheet titled "US Foods Produce Renewal Pricing 2026-2027" is incorporated by reference as an exhibit.

d. The parties acknowledge that this Renewal Agreement is within the scope of the Original Contract and solicitation and does not constitute a material change requiring a new procurement.

C. TERMINATION. SFA or Vendor may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

D. VENDOR CERTIFICATION STATEMENTS. The following certifications are attached to this renewal as exhibits:
   a. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
   b. Certification Regarding Lobbying
   c. Certification Regarding Civil Rights Compliance
   d. Disclosure of Lobbying Activities

SIGNATURES

SCHOOL FOOD AUTHORITY

_____

Bobby N. Duke, III, Director of Schools

Date :_____

VENDOR

_____

Name: _____

Title: _____

Date: _____

Approved as to form:

_____

Lauren Bush, Assistant City Attorney

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Read to Succeed, Inc. Lease Amendment and Extension Agreement

Board Meeting Date: June 9, 2026

Department: Director's Office

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☒ No ☐

Summary

MCS requests approval of a Lease Amendment and Extension Agreement between the City of Murfreesboro, on behalf of Murfreesboro City Schools, and Read to Succeed, Inc. The amendment extends the existing lease for office space located at 910-A Ridgely Road for an additional one-year term, from July 1, 2026, through June 30, 2027. The monthly rental amount and all other monetary terms of the original lease will remain unchanged. No substantive modifications are being made to the existing agreement other than the extension of the lease term, and all other provisions of the original lease remain in full force and effect.

Staff Recommendation

Approve the Lease Amendment and Extension Agreement with Read to Succeed, Inc. extending the current lease term through June 30, 2027.

Fiscal Impact

The lease extension preserves the current rental rate and financial terms. Read to Succeed will continue to pay $1,600.00 per month, inclusive of electric, gas, and water utilities. No additional fiscal impact is anticipated beyond the terms previously approved by the Board.

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.

LEASE AMENDMENT AND EXTENSION AGREEMENT

This Lease Amendment and Extension Agreement (this "Amendment") is made and entered into as of June ___, 2026 (the "Amendment Effective Date"), by and between CITY OF MURFREESBORO, a municipal corporation organized pursuant to the laws of the state of Tennessee and located in Rutherford County ("Lessor"), on behalf of Murfreesboro City Schools ("MCS"), and READ TO SUCCEED, INC., a non-profit Tennessee corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement made and entered into on June 6, 2025 (the "Original Lease"), by which Lessor leased to Lessee the vacant office space located at 910-A Ridgely Road, in the 13th Civil District of Rutherford County and in the City of Murfreesboro, Tennessee (the "Premises"). The Original Lease is dated June 6, 2025, is between City of Murfreesboro (on behalf of Murfreesboro City Schools) as Lessor and Read To Succeed, Inc. as Lessee, and covers office space located at 910-A Ridgely Road, in the 13th Civil District of Rutherford County and in the City of Murfreesboro, Tennessee;

WHEREAS, the Original Lease provides for an initial one-year term from July 1, 2025 to June 30, 2026 (the "Initial Lease Term"), and states that the parties may extend the Lease for additional one-year terms by mutual written agreement; and,

WHEREAS, Lessor and Lessee desire to extend the term of the Original Lease for one additional year and to amend the Original Lease as set forth herein, with all other terms and conditions of the Original Lease to remain in full force and effect except as expressly modified by this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Definitions; Incorporation.** Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Original Lease. The recitals are incorporated into this Amendment as agreements of the parties.

2. **Extension of Lease Term.** The term of the Original Lease is hereby extended for one (1) additional year, commencing on July 1, 2026, immediately following the current expiration of the Initial Lease Term, and expiring on June 30, 2027 (the "Extended Term")

3. **No Automatic Renewal.** For avoidance of doubt, if Lessee remains in possession after expiration of the Extended Term without a further written extension, Lessee shall be a tenant at will and there shall be no automatic renewal by operation of law, as provided in the Original Lease

4. **Rent and Monetary Terms During Extended Term.** The monthly rent as set forth in the Lease shall remain unchanged during the Extension Term. All monetary terms of the Lease, including without limitation the treatment of utilities during the term, and any other charges or

monetary obligations allocated between the Parties in the Lease, shall remain unchanged and continue in full force and effect during the Extension Term as set forth in the Lease.

5. **No Other Amendments; Continued Effect.** Except as expressly amended by this Amendment, all terms, provisions, covenants, and conditions of the Original Lease remain unmodified and in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Amendment and the Original Lease, this Amendment shall control solely with respect to the subject matter hereof.

6. **Representations.** Each party represents and warrants that: (a) it is duly formed, validly existing, and in good standing under the laws of its jurisdiction of organization; (b) it has full right, power, and authority to execute, deliver, and perform this Amendment; and (c) this Amendment has been duly authorized by all necessary action and constitutes a valid and binding obligation enforceable against such party in accordance with its terms. Lessee reaffirms its obligations regarding insurance, compliance, use, and all covenants under the Original Lease during the Extended Term. The Original Lease requires, among other things, commercial liability insurance with a combined single limit not less than $1,000,000 naming Lessor and MCS as additional insureds and provides for annual review and potential adjustment of minimum limits by Lessor.

7. **Integration.** This Amendment and the Original Lease constitute the entire agreement of the parties with respect to the subject matter of this Amendment. There are no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein or in the Original Lease. The Original Lease contains an integration clause stating it contains the entire agreement of the parties and that no representations, inducements, promises or agreements, oral or otherwise, not embodied therein, shall be of any force or effect.

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Signatures delivered by facsimile, PDF, or other reliable electronic means (including via electronic signature platform) shall be deemed original signatures for all purposes, and the parties consent to the use of electronic signatures and records in connection with this Amendment and the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

SIGNATURE PAGE FOLLOWS

LESSOR:
CITY OF MURFREESBORO

By: _____

Name: _____

Title: _____

Date: _____

MURFREESBORO CITY SCHOOLS (MCS)

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

_____

Jeffrey L. Peach, City Attorney

LESSEE: READ TO SUCCEED, INC.

By: _____

Name: _____

Title: _____

Date: _____

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY26 Nutrition Interfund Budget Amendment

Board Meeting Date: June 9, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $50,500 of previously approved funds within the Nutrition fund. This will address several accounts needing adjustments to salary, benefits, unemployment, travel, and other charges to recognize actual expenditures for the end of year.

Funds are being reallocated from savings found in Food Service Equipment within the Nutrition budget.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY26 budget amendment to recognize changes within the Nutrition fund.

Fiscal Impact

This will align final projected expenditures for FY26, and it does not affect fund balance. Total amount of transfers is $50,500.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 Central Cafeteria Fund 143

Account	Description	Increase	Decrease
143 E 73100 165	Cafeteria Personnel	25,000	-
143 E 73100 207	Medical Insurance	19,000	-
143 E 73100 210	Unemployment Compensation	1,500	-
143 E 73100 212	Medicare	1,500	-
143 E 73100 355	Travel	2,500	-
143 E 73100 599	Other Charges	1,000	-
143 E 73100 710	Food Service Equipment	-	50,500
Total		$ 50,500	$ 50,500

Explanation: To transfer $50,500 in previously approved funds within Nutrition to align with end of year expenses.

Reviewed by Finance Director/Finance Manager — Date 6/4/26

Approved ☑

Declined ☐

Director of Schools — Date 6/8/26

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY26 General Purpose Interfund Budget Amendment

Board Meeting Date: June 9, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $23,450 of previously approved funds within the General-Purpose fund. This will address several accounts needing adjustments to salary, insurance, gasoline, and other contracts and charges to recognize actual expenditures for the end of year.

Funds are being reallocated from savings found in the same accounts within the General-Purpose fund.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY26 budget amendment to recognize changes within the General-Purpose fund.

Fiscal Impact

This will align final projected expenditures for FY26, and it does not affect fund balance. The total amount of transfers is $23,450.

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.
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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 General Purpose Fund 141 Interfund Transfer

Account	Description	Increase	Decrease
Support - Other Student Support			
141 E 72130 599	Other Charges	$ 1,000	$ -
141 E 72130 217	Retirement-Hybrid Stabilization	-	500
141 E 72130 307	Communication	-	500
Total		1,000	1,000
Support - Regular Instruction Progra			
141 E 72210 189	Other Salaries & Wages	950	-
141 E 72210 524	In-Service/Staff Development	-	950
Total		950	950
Support - Personnel Services			
141 E 72520 121	Data Processing Personnel	$ 500	$ -
141 E 72520 201	Social Security	-	500
Total		500	500
Support - Operation of Plant			
141 E 72610 399	Other Contracted Services	$ 10,000	$ -
141 E 72610 201	Social Security	-	2,000
141 E 72610 207	Medical Insurance		5,000
141 E 72610 501	Boiler Insurance	-	3,000
Total		10,000	10,000
Support - Other Student Support			
141 E 72620 425	Gasoline	$ 5,000	$ -
141 E 72620 524	In-Service/Staff Development	-	2,500
141 E 72620 790	Other Equipment	-	2,500
Total		5,000	5,000
Early Childhood Education			
141 E 73400 207	Medical Insurance	$ 6,000	$ -
141 E 73400 116	Teachers	-	6,000
Total		6,000	6,000
Total		$ 23,450	$ 23,450

Explanation: To transfer $23,450 in previously approved funds within the General Purpose fund. This will realign funds within categories to match final expenditures for FY26.

Reviewed by Finance Director/Finance Manager — Date 6/4/26

Approved ☑ — Director of Schools — Date 6/4/26

Declined ☐

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY26 ESP Interfund Budget Amendment

Board Meeting Date: June 9, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment transfers $150,600 of previously approved funds within the ESP fund. This will address several accounts needing adjustments to salary, retirement, benefits, Water and Sewer to recognize actual expenditures for the end of year. Additionally, this represents the reclassification of certain employees into different categories based on state guidance.

Funds are being reallocated from savings found in Other Salaries & Wages within the ESP budget.

There are no programmatic changes or new positions.

Staff Recommendation

To approve the FY26 budget amendment to recognize changes within the ESP fund.

Fiscal Impact

This will align final projected expenditures for FY26, and it does not affect fund balance. Total amount of transfers is $150,600.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 Extended School Program 146

Account	Description	Increase	Decrease
146 E 73300 105	Supervisor/Director	124,000	-
146 E 73300 204	State Retirement	25,000	-
146 E 73300 206	Life Insurance	600	-
146 E 73300 454	Water and Sewer	1,000	-
146 E 73300 189	Other Salaries & Wages	-	150,600
Total		$ 150,600	$ 150,600

Explanation: To transfer $150,600 in previously approved funds within the ESP fund. This will realign funds to match final expenditures for FY26.

Reviewed by Finance Director/Finance Manager — Date 6/4/26

Approved ☑ Declined ☐

Director of Schools — Date 6/4/26

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Federal Program Consolidated Administration Amendment

Board Meeting Date: June 9, 2026

Department: Federal Programs and Finance Departments

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The Federal Programs and Finance Departments are requesting Board approval for a budget amendment to the FY26 Consolidated Administration and Title IIA funds. This adjustment ensures that budgeted amounts align with actual program needs and expenditures. There are no programmatic changes.

Staff Recommendation
Recommend approval of the FY26 Consolidated Administration and Title IIA budget amendment.

Fiscal Impact
The total amendment amount is $2,255.00.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2025-2026 School Federal - Con Admin and Title IIA
BOE Meeting Date June 9, 2026

Account	Description	Increase	Decrease
	Consolidated Administration		
142 E 72210 105	Supervisor/Director	2,015	
142 E 72210 204	Pensions	170	
142 E 72210 355	Travel		240
142 E 72210 524	In-Service/Staff Development	70	
	Title IIA		
142 E 72210 524	In-Service/Staff Development		2,015
Total		$ 2,255	$ 2,255

Explanation: This Amendment aligns actual Consolidated Administration expenditures with the transfer of reallocated Title IIA funds.

Reviewed by Finance Director/Finance Manager — Date 6/4/26

Approved ☑ — Director of Schools Bobby W Duke III — Date 6/4/26

Declined ☐

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY26 IDEA Part B and IDEA PK

Board Meeting Date: June 9, 2026

Department: Special Education

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This amendment revises the estimated budgeted lines to reflect actual year-end expenditures in our Federal IDEA Part B budget and in our Federal IDEA PreK budget. There are no programmatic changes, increases in revenue, or changes to fund balance.

Staff Recommendation

Approve FY26 IDEA Part B and IDEA PK Amendment

Fiscal Impact

The total budget amendment is $38,155 IDEA Part B and $710.00 IDEA PK.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year: FY26 IDEA Part B Revision 4

BOE Meeting Date: 9-Jun-26

Account	Description	Increase	Decrease
	IDEA Part B		
142 E 71200 171	Speech Pathologist		15,130
142 E 71200 207	Medical Insurance	5,700	
142 E 71200 429	Instructional Supplies and Materials	2,000	
142 E 72220 124	Psychological Personnel	10,000	
142 E 72220 312	Contracts with Private Agencies		23,025
142 E 72220 399	Other Contracted Services	17,000	
142 E 72220 499	Other Supplies and Materials	1,000	
142 E 72220 524	In-Service/Staff Development	2,455	
Total		$ 38,155	$ 38,155

Explanation: This amendment revises the estimated budgeted line items to reflect actual year-end expenditures. The increase in Other Contracted Services is attributable to DocuSign costs. Decrease in certain line items are due to the state's revision of the IDEA Parentally Placed Non-Public School calculation.

The budget amendment is reasonable, necessary and allowable

Reviewed by Finance Director/Finance Manager — Date: 6/4/26

Approved ☑ — Director of Schools: Bobby W Duke III — Date: 6/4/26

Declined ☐

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2025-2026 School Federal - IDEA PreK

BOE Meeting Date June 9, 2026

Account	Description	Increase	Decrease
142 E 71200 163	Educational Assistants	710	
142 E 71200 207	Medical Insurance		318
142 E 71200 725	Special Education Equipment		392
Total		$ 710	$ 710

Explanation: This amendment aligns the actual expenses for the Educational Assistant in IDEA PreK using savings from the medical insurance and Special Education Equipment line items. The reduction in the Special Education Equipment line item is attibutable to the State's revision of the IDEA Parentally Placed Non-Public School calculation.

Reviewed by Finance Director/Finance Manager — Date 6/4/26

Approved ✓

Declined

Bobby W Duke III
Director of Schools — Date 6/4/26

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY26 Title I-A Budget Amendment

Board Meeting Date: June 9, 2026

Department: Federal Programs and Finance Departments

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The Federal Programs and Finance Departments are requesting Board approval for a budget amendment to the FY26 Title I-A Federal Projects Fund. This amendment revises budgeted line items to align with actual year-end expenditures. Adjustments include reallocations across medical, instructional supplies, other supplies and materials, other charges, salaries and wages, and in-service/staff development. Additional adjustments reflect required set-aside associated with the reallocation of additional state funds.

This adjustment ensures that budgeted amounts align with actual program needs and expenditures.

Staff Recommendation
Recommend approval of the FY26 Title I-A budget amendment.

Fiscal Impact
The total amendment amount is $ $1,124.06.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year: FY26 Federal Projects Fund 142-Title IA Revision

BOE Meeting Date: 9-Jun-26

Account	Description	Increase	Decrease
	Title IA		
142 E 71100 207	Medical	610	
142 E 71100 429	Instructional Supplies		610
142 E 72130 499	Other Supplies and Materials	14	
142 E 72130 599	Other Charges		14
142 E 72210 189	Other Salaries & Wages	500	
142 E 72210 524	In-Service/Staff Development		500
Total		$ 1,124	$ 1,124

Explanation: This amendment revises the estimated budgeted line items to reflect actual year-end expenditures. Adjustments to the Other Supplies and Materials and Other Charges line items reflect required set-aside associated with the reallocation of additional state funds.

Reviewed by Finance Director/Finance Manager — Date: 6/4/26

Approved ☑ — Director of Schools: Bobby W Duke III — Date: 6/4/26

Declined ☐

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: FY26 21st Century Community Learning Grant Budget Amendment

Board Meeting Date: June 9, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
This amendment transfers $11,052 of previously approved funds within the 21st Century Grant. This will address several accounts needing adjustments to salary, benefits, and indirect cost to recognize actual expenditures for the end of year.

Funds are being reallocated from savings found in Other Supplies, Materials, and Equipment within the Grant.

There are no programmatic changes or new positions.

Staff Recommendation
To approve the FY26 budget amendment to recognize changes within the 21st Century Community Learning Grant.

Fiscal Impact
This will align final projected expenditures for FY26, and it does not affect fund balance. Total amount of transfers is $11,502.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.
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☐ **Empowered**: Every student will be *empowered* through academic success.

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year: FY26 Federal Funds 21st CCLC Revision 2

BOE Meeting Date: 9-Jun-26

Account	Description	Increase	Decrease
	21st CCLC		
142 E 73300 163	Educational Assistants	10,286	
142 E 73300 201	Social Security	612	
142 E 73300 212	Medicare	143	
142 E 73300 499	Other Supplies & Materials		10,729
142 E 73300 790	Other Equipment		323
142 E 99100 504	Indirect Cost	11	
Total		$ 11,052	$ 11,052

Explanation: This amendment will align budget lines with actual year-end expenditures and reduce overbudgeting in the Other Supplies & Materials and Equipment category, reallocating thise funds to salaries and benefits for non-certified staff.

The budget revision is reasonable, necessary and allowable.

Reviewed by Finance Director/Finance Manager — Date: 6/4/26

Approved ☑ — Director of Schools: Bobby J Duckett III — Date: 6/4/26

Declined ☐

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: United Way Resource Center Use Agreement

Board Meeting Date: June 9, 2026

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
This Use Agreement with United Way is presented to establish a Resource Center on the MNE campus to support MCS families. This center will provide essential resources and services, strengthening community partnerships and enhancing support for students and families in need. The agreement outlines the terms of use, ensuring alignment with district policies and operational needs.

Staff Recommendation
Approval of United Way Resource Center Use Agreement

Fiscal Impact
The proposed use agreement with United Way for the Resource Center at MNE has minimal fiscal impact on the district. The district's contribution is limited to providing space within the MNE campus for the center's operation. United Way will be responsible for all costs associated with staffing, office supplies, and operational needs. No additional district funding is required to support this initiative.

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.
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USE AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
UNITED WAY OF SOUTH CENTRAL TENNESSEE

This Use Agreement ("Agreement") is entered into this ___ day of _____, 2026 (the "Effective Date"), by and between Murfreesboro City Schools ("District") and United Way of South Central Tennessee ("United Way") for the purpose of providing office space at Mitchell-Neilson School ("School") to operate a Family Resource Center ("FRC") benefiting the school community.

1. **Term**. The term of this Agreement shall be from the Effective Date to June 30, 2027, unless terminated by either party as hereinafter provided. The District may, in its sole discretion, renew this Agreement for up to two (2) successive one (1) year renewal periods as long as written notice is provided at least thirty (30) days prior to the end of the current term or first renewal term, as applicable.

2. **Office Space Use**. The District agrees to provide United Way with access to office space at Mitchell-Neilson School to operate the FRC. The District licenses to United Way the exclusive, non-transferable right to use the premises consisting of approximately ___ (___) square feet located at a portable on Mitchell-Neilson School campus (the "Premises"). United Way's use of corridors for access and restrooms identified as the Premises is non-exclusive. No storage outside the Premises is permitted.
    a. Use of the Premises is exclusive to United Way during permitted hours. All other areas of the School, including classrooms, cafeterias, gyms, libraries, playgrounds, hallways, roofs, and exterior grounds, are excluded except for the common areas and access routes to the Premises.
    b. No signage visible from common areas or exterior without District's prior written approval.
    c. The use of the Premises shall be limited to activities directly related to the operation of the FRC. The Premises shall not be used for public events open to the general public, overnight occupancy, commercial sales, political activity, or any illegal purpose.
    d. No hazardous materials (as defined by applicable law), weapons, alcohol, illegal drugs, smoking/vaping, open flames, or space heaters are permitted.
    e. The District shall waive any charges for United Way's use of the Premises, recognizing that the presence and operation of the FRC within the school provides substantial and invaluable benefits to the school community, thereby constituting adequate consideration under this Agreement.
    f. United Way shall be responsible for providing and maintaining all office supplies, equipment, and materials necessary for the operation of the FRC.
    g. United Way shall promptly notify District of any damage, accident, injury, security incident, or suspected child-safety concern in or about the Premises. If the Premises are damaged or access is impaired by casualty, emergency, or condemnation, District may

close or relocate the FRC within the School, or terminate this Agreement upon notice, without liability.

3. **Access to the Premises**. United Way may access the Premises Monday-Friday, 7:30 a.m.-5:00 p.m., on days when school is in session. After-hours/weekend access requires District's prior written approval. District may suspend access during closures, emergencies, drills, or safety/security events without liability.

a. Keys/badges will be issued to United Way employees however remain District property. United Way shall not duplicate or loan them and shall immediately report any loss.
b. All United Way personnel and visitors must comply with District check-in and identification procedures.
c. When the School is closed (e.g., for holidays, inclement weather, or emergencies), access to the office space may be limited, and United Way shall coordinate with the District regarding use during such times.
d. District may enter the Premises at any time, with or without notice in emergencies and otherwise upon reasonable notice, to inspect, maintain, make repairs or improvements, ensure compliance, or show the Premises to District personnel or contractors.

4. **Employee Status.** The United Way employee assigned to operate the FRC shall remain solely an employee of United Way and will not be considered an employee, agent, or representative of the District. United Way shall retain full responsibility for all employee-related costs, including but not limited to wages, benefits, training, and insurance. United Way shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto. United Way shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.

5. **Background Checks.** The United Way employee assigned to the FRC shall undergo a fingerprint criminal history records check performed by the Tennessee Bureau of Investigation prior to having direct contact with or close proximity to students, as required by Tennessee Code Annotated § 49-5-413. Fingerprint records checks shall be coordinated through Murfreesboro City Schools. Any costs incurred to perform these background checks and fingerprinting shall be paid by United Way.

6. **Compliance with Laws and District Policies.** United Way shall comply with all applicable federal, state, and local laws, regulations, and fire/life-safety codes. United Way shall comply with all District policies and procedures, as amended from time to time upon written notice to United Way. Material policy changes will be provided to United Way and become enforceable ten (10) days after notice**.**

7. **Maintenance of the Premises.** District will provide base building utilities and routine building maintenance. United Way will keep the Premises clean and orderly, remove trash daily to designated locations, and promptly repair any damage it or its invitees cause (ordinary wear and tear excepted). No alterations, installations, signage, or cabling may be made without District's prior written approval. On termination of this Agreement, United Way shall remove its property, repair alteration penetrations, and return the Premises broom clean.

8. **Insurance.** Throughout the Term, United Way shall maintain: (a) commercial general liability insurance with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate; (b) workers' compensation as required by law and employers' liability of not less than $500,000; and, (c) commercial auto liability (if vehicles are used in connection with the Premises) of not less than $1,000,000 combined single limit. District shall be named as an additional insured on CGL and auto via ISO-form endorsements, primary and non-contributory, with waiver of subrogation where permitted by law. Certificates and endorsements shall be delivered prior to occupancy and upon renewal.

9. **Indemnification.** United Way shall indemnify, defend, and hold harmless District and its officers, employees, and agents from and against any and all claims, demands, causes of action, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) United Way's use or occupancy of the Premises or common areas; (ii) the acts or omissions of United Way or its employees, contractors, invitees, or visitors; (iii) property damage or bodily injury occurring in or about the Premises; (iv) violation of law or District policies; or (v) data/privacy incidents related to FRC operations or education records, except to the extent caused by District's gross negligence or willful misconduct. District may tender defense, and United Way shall use counsel reasonably acceptable to District. This indemnity survives expiration or termination.

10. **Termination.** Either party may terminate this Agreement with thirty (30) days' written notice to the other party.

a. Any occupancy after the Term or earlier termination is a holdover subject to District's consent and revocable at will.
b. District may remove United Way's property left in the Premises after surrender and store or dispose of it at United Way's expense; District is not responsible for loss or damage.

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

12. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

15. **Program Name Modification.** The Parties agree that the name of the FRC program may be changed upon mutual written agreement of both Parties. Such a change shall not affect the rights and obligations of either Party under this Agreement.

16. **Amendments.** Any amendments to this Agreement must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first above written.

United Way of South Central Tennessee	**Murfreesboro City Schools**
_____	_____
Signature	**Director of Schools**
_____	_____
Date	**Date**
_____	
Printed Name	**Approved as to form:**

Title	**Lauren Bush, Assistant City Attorney**

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: **B**oard Policy 1.400, *School Board Meetings*, on first reading

Board Meeting Date: June 9, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary
Revisions to Board Policy 1.400, *School Board Meetings*, are made to align with Public Chapter 852. This change allows the Board to meet electronically in the event of natural disaster or other inclement weather emergency. All members participating in a board meeting conducted with electronic participation must be visually identified in the meeting. The Board cannot use this exception more than three (3) times per year.

Staff Recommendation
Approve changes to Board Policy 1.400, *School Board Meetings*, on first reading

Fiscal Impact
No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☒ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

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

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**School Board Meetings**	**1.400**	**07/25/23**
		Rescinds: **BO 5**	Issued: **06/23/26**

The Board will transact all business at official meetings which may be either regular or special.

Every meeting of the Board shall be open to the public, except for those meetings in which the law allows closed sessions.[1] Open meetings will be physically accessible to all students, employees, and interested citizens.[2]

The Board may restrict the recording of Board meetings via camera, camcorder or other photographic equipment when such recording creates a threat to public safety and welfare or impedes the conducting of efficient and orderly public meetings.[3]

REGULAR MEETINGS

Regular meetings of the Board shall be held on the second and fourth Tuesdays of each month at 6:00 p.m.

In instances when any regular meeting date falls on a legal holiday, the meeting shall be rescheduled by the Chair.

SPECIAL MEETING

The Board shall hold such special meetings as necessary to transact the business of the Board. Such meetings shall be called by the Chair whenever, in the Chair's judgment, the interests of the schools require it, or when requested to do so by a majority of the Board.[4]

Only business related to the call of the meeting, and details related to agenda items shall be discussed or transacted by the Board at a special meeting.

ELECTRONIC ATTENDANCE[5]

Absent Board members may attend a regular or special meeting by electronic means if the member is absent because of work, illness, inclement weather, a family emergency, or the member's military service. If a board member is absent due to military service, the Bboard member may participate electronically as often as board member is able to do so. However, a Bboard member may not participate electronically more than two (2) times per year for absences due to work and/or family emergencies.

General Requirements

The following requirements apply to all electronic attendance, regardless of the reason for the member's absence:

1. , Except as otherwise permitted by law, aA quorum of the Board must be physically present at the meeting in order for any member to attend electronically.

2. Any Board member wishing to participate electronically must do so using technology which allows the Chair to visually identify the member.

3. The responsibility for the connection lies with the Board member wishing to participate electronically. No more than three (3) attempts to connect shall be made, unless the Board Chair chooses to make additional attempts.

4. If a Board member is participating via electronic means, there must be a roll call vote.

Work-Related Absence
The following requirements apply to electronic attendance due to a work-related absence:

1. The Board member must be absent from the county due to work.

2. The Board member wishing to participate must give the Chair and Director at least five (5) days' notice prior to the meeting of the member's desire to participate electronically.

Sickness or Period of Convalescence
A Board member may attend a meeting by electronic means if sick or in a period of convalescence on the advice of a healthcare professional; however, he/she may only participate electronically three (3) times per year for this reason.

Inclement Weather or Natural Disaster
A Board member may attend a meeting by electronic means due to inclement weather or natural disaster if the schools in the school district are closed; however, he/she may only participate electronically three (3) times per year for this reason.

Family Emergency
The following requirement applies to electronic attendance due to a family emergency:

The Board member must be absent due to the hospitalization of the member or the death or hospitalization of the member's spouse, father, mother, son, daughter, brother, sister, son-in-law, daughter-in-law, step-son, step-daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparents.

ELECTRONIC PARTICIPATION DURING WEATHER OR DISASTER[6],
When inclement weather or a natural disaster makes the physical presence of a quorum of members at the location of the meeting impractical or unsafe, the Board may conduct a meeting with electronic participation without a quorum of members physically present at the location of the meeting.

The Board shall not conduct a meeting under this exception more than three (3) times per year.

All members participating in a meeting conducted with electronic participation must be visually identified in the meeting. All votes shall be taken by roll call.

The minutes shall reflect the members participating electronically, whether a quorum was physically present at the meeting location, and, when applicable, the basis for conducting the meeting without a physically present quorum due to inclement weather or natural disaster.

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Legal References

1. TCA 8-44-102(a); TCA 49-6-804(b); *Smith County Education Association v. Anderson,* 676 SW 29 328, 332-33 (Tenn. 1984)
2. 28 CFR § 36.201(a); 36.202
3. OP Tenn. Atty. Gen. 95-126
4. TCA 49-2-202(c)(1)
5. TCA 49-2-203(c); TCA 8-44-108
~~5.~~6. Public Acts of 2026, Chapter No. 852

Cross References

School Board Legal Status and Authority 1.100
Section 504 & ADA Grievance Procedures 1.802

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 1.402, *Notification of Meetings*, on first reading

Board Meeting Date: June 9, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Revisions to Board Policy 1.402, *Notification of Meetings*, are made to align with Public Chapter 699. The revisions formally incorporate requirements regarding the public availability of Board meeting agendas, including posting agendas at least forty-eight (48) hours before regular meetings and ensuring that agendas reasonably describe matters to be deliberated or acted upon by the Board. These revisions codify practices currently followed by the MCS Board and ensure that Board policy complies with current Tennessee law.

Staff Recommendation

Approve changes to Board Policy 1.402, *Notification of Meetings*, on first reading

Fiscal Impact

No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

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

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Notification of Meetings**	**1.402**	**07/25/23**
		Rescinds: **BO 6**	Issued: ~~**04/79; 09/93; 02/01 05/16/23**~~**06/23/26**

Adequate public notice of all regular and special meetings of the Board shall be disseminated through a local newspaper and shall be placed on the school system's website: http://www.cityschools.net/.[1]

For all regular meetings of the Board, the agenda shall be made available to the public at no charge at least forty-eight (48) hours prior to the meeting. The agenda shall reasonably describe the matters to be deliberated or acted upon during the meeting. The agenda shall be posted on the school system's website and made available in another location accessible to the public as required by law.[2]

Except in the case of a special meeting, this policy shall be interpreted to mean that notifications for all special and/or rescheduled meetings shall be sent to the media in time for the public to be notified at least forty-eight (48) hours in advance. All notices of special board meetings shall state the time, place and purpose of the meeting.

The only exception permitted is in case of emergency, defined for this policy as "a sudden, generally unexpected occurrence or set of circumstances demanding immediate action." In such exceptions, notice shall be given to all appropriate parties as is practical.

Dates of regular meetings of the Board shall be provided in annual announcements made available in printed form to the news media, the public, all Board members, and the president of the local education association.~~2~~[3]

Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary hearings, shall include information on how community members can participate in the public comment portion of the board meeting, including an e-mail address and phone number that individuals wishing to speak at the meeting can use to communicate their desire to speak at the meeting.~~3~~[4]

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Legal References

1. TCA 8-44-103
2. TCA 8-44-110
~~2.~~3. TCA 49-2-202(c)(1)
~~3.~~4. Public Acts of 2023, Chapter No. 300; City of Murfreesboro, Resolution 23-R-23

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 1.403, *Agendas*, on first reading

Board Meeting Date: June 9, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Revisions to Board Policy 1.403, Agendas, are made to align with Public Chapter 699. The revisions formally incorporate requirements regarding the public availability of Board meeting agendas, including posting agendas at least forty-eight (48) hours before regular meetings and ensuring that agendas reasonably describe matters to be deliberated or acted upon by the Board. While MCS has historically posted meeting agendas in advance of Board meetings, these revisions codify the District's existing practice within Board policy and ensure compliance with state law.

Staff Recommendation

Approve changes to Board Policy 1.403, *Agendas*, on first reading

Fiscal Impact

No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

☒ **Known**: Every student will be *known* through whole-child programs and support.

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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.

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in September	**Agendas**	**1.403**	**04/01/79**
		Rescinds: **BO 7**	Issued: ~~06/25/24~~06/23/26

AGENDA FORMAT

The meeting shall be conducted under an agenda developed by the Director and the Chair. The following is the agenda format which customarily will be used:

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Agenda
6. Communications
7. Consent Items
8. Action Items
9. Reports/Information
10. Other Business
11. Adjournment

AGENDA PREPARATION

The Director of Schools shall prepare all agendas for meetings of the Board. In doing so, the Director shall consult with the Board Chair and appropriate members of the Director's administrative staff. Items of business also may be suggested by any Board member. The agenda shall identify which Board member requested the item. The Director, Board Chair or Board Legal Counsel may add or remove items to the agenda at any time before the approval of the agenda.

The inclusion of items suggested by staff members, students, or citizens shall be at the discretion of the Director.

Public participation in Board meetings is subject to rules set forth in Board Policy 1.401- Public Participation in Board Meetings.

If possible, the agenda and supporting materials shall be distributed to Board members sufficiently prior to the board meeting so that members may have time to give careful consideration to items of business. Provision of laptops to Board members will allow distribution of the agenda and supporting documents electronically.

PUBLIC AVAILABILITY OF AGENDAS[1]

For regular meetings of the Board, the Director shall ensure that the agenda is made available to the public at no charge at least forty-eight (48) hours prior to the meeting. The agenda shall reasonably describe the matters to be deliberated or acted upon during the meeting.

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The agenda shall be posted on the school system's website and otherwise made available in a location accessible to the public as required by law. The Board may deliberate or act upon matters not listed on the agenda when permitted by law and Board procedures; however, the Board shall not withhold agenda items for the purpose of avoiding public disclosure of business to be considered by the Board.

AGENDA APPROVAL

The first action item on the agenda shall be the approval of the agenda. Before the Board approves the agenda, a Board member may only make a motion to approve the agenda as written, to rearrange the order of the agenda items, or to remove an item from the agenda. After the Board has approved the agenda, ~~no discussion or action shall be taken by the Board except on the subjects covered by the approved agenda.~~discussion and action shall generally be limited to the subjects addressed by the approved agenda unless otherwise permitted by law and/or Board policies or procedures.

CONSENT AGENDA

While developing the agenda, the Chair and Director of Schools shall identify routine or noncontroversial items to be placed on the consent agenda, which shall become a part of the regular agenda. If any member objects to including an item on the consent agenda, that item shall be moved to the regular agenda as an action item requiring discussion. The remaining consent items may be adopted in a single vote without discussion.

ANNUAL CALENDAR

At the beginning of each fiscal year, the Board shall adopt an annual planning calendar, stating month-by-month actions required by law and those required to carry out the Board's annual goals and objectives, as well as policy monitoring review dates and the State Board of Education's performance standards.

OTHER BUSINESS

"Other Business" is for the sole purpose of a Board member or the Director to discuss an item or issue not included on the regular agenda that needs to be discussed prior to the next regularly scheduled meeting.

During "Other Business," a Board member may move that such item or issue not be discussed or considered until additional information is obtained.

SPECIAL MEETING AGENDAS

In the event of a special meeting, the Director shall furnish notice and an agenda of such meeting to Board members. Other than the Director or Board Counsel bringing emergency items requiring action prior to the next meeting, no other items shall be added to the agenda of a special meeting.

Legal References

1. TCA 8-44-110

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Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 4.204, *Instructional Use of Digital Devices*

Board Meeting Date: June 9, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Board Policy 4.204, *Instructional Use of Digital Devices*, is a new policy drafted to comply with Public Chapter 808 of the Tennessee Public Acts of 2026. PC 808 requires all school districts serving students in grades kindergarten through five to develop a policy establishing requirements for age-appropriate instructional use of digital devices. This policy prioritizes teacher-led instruction and non-electronic materials, limits device use to educational purposes, restricts student access to social media during the instructional day, and includes exceptions required by state law. The policy also authorizes the Directo of Schools to develop administrative directives, procedures, forms, notices, and other guidance necessary to implement this policy and to ensure compliance with applicable state and federal law.

Staff Recommendation

Approval of Policy 4.204, Instructional Use of Digital Devices, first reading.

Fiscal Impact

No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☒ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

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

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in November	**Instructional Use of Digital Devices**	**4.204**	Click here to enter a date.
		Rescinds:	Issued:

The Board shall provide for the age-appropriate and instructional use of digital devices by students. "Digital devices" are defined as electronic hardware used for instructional purposes that can access, process, store, or transmit data.[1]

In-person, teacher-led instruction and the use of non-electronic instructional materials shall be prioritized as the primary mode of instruction for students. District-issued digital devices for students shall be used only for instructional purposes that provide a clear educational benefit. Electronic assessments and digital instructional tools shall be developmentally appropriate and aligned with state academic standards.[1]

Students shall not access social media platforms through internet services provided by the District during the instructional day. For purposes of this policy, "social media" is defined as a form of interactive electronic communication through an internet website or application by which a user creates a service-specific profile to connect with other users for communication or content sharing. [1]

This policy shall not prohibit the use of digital devices for any of the following:

1. Targeted instructional support, intervention, or remediation;
2. Accommodations or services required under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act, or the Americans with Disabilities Act;[2]
3. Administration of a universal screener adopted by the State Board of Education, a Tennessee universal screener, dyslexia screenings, state-adopted benchmark assessments, or other assessments required by state or federal law;
4. Teacher preparation, lesson planning, or professional use;
5. Public virtual schools;
6. Homebound instruction;[3]
7. Remote instructional days;[4] or
8. Hybrid learning days.[5]

The Director of Schools is authorized to develop administrative directives, procedures, forms, notices, and other guidance necessary to implement this policy and to ensure compliance with applicable state and federal law.

The District shall keep parents and legal guardians informed about the digital devices and instructional technology generally used by students, including the instructional purposes for such use. The Director of Schools shall determine the manner and timing of this notice, which may include student handbooks, annual notices, school or district communications, or administrative directives.

Legal References

1. Public Acts of 2026, Chapter No. 808
2. 20 U.S.C. § 1400 et seq.; 29 U.S.C. § 794; 42 U.S.C. §12101 et seq.
3. TCA 49-10-1101
4. TCA § 49-6-3004(i)
5. TCA § 49-6-30040

Cross References

Instructional Standards 4.101

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 5.302, *Sick and Bereavement Leave*, on first reading

Board Meeting Date: June 9, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Revisions to Board Policy 5.302, *Sick and Bereavement Leave*, are made to align with Public Chapter 1022. These legislative changes affect the administration of sick leave and personal/professional leave for certified employees. Effective July 1, 2026, certified employees will receive four (4) personal leave days per year. The additional personal/professional leave days are offset by corresponding adjustments to the annual sick leave allotments reflected in Policy 5.302. As revised, certified employees will earn eight (8), nine (9), or ten (10) sick leave days per year depending on whether they are employed on a ten-month, eleven-month, or twelve-month contract. After significant review and discussion, staff also recommend increasing classified employees to four (4) personal leave days per year for purposes of equity and consistency across employee groups. To correspond with that change, the proposed revisions also adjust classified employee sick leave allotments to eight (8), nine (9), or ten (10) days per year depending on whether the employee works a ten-month, eleven-month, or twelve-month schedule.

Staff Recommendation

Approve changes to Board Policy 5.302, *Sick and Bereavement Leave*, on first reading

Fiscal Impact

The proposed revisions may result in fiscal impact related to increased leave usage and substitute coverage. The additional certified personal/professional leave days are offset from sick leave pursuant to state law. The recommendation to provide classified employees with four (4) personal leave days per year may result in additional operational or staffing costs depending on leave usage and coverage needs. Any fiscal impact will be addressed through existing personnel, substitute, and departmental budgets.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☒ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

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

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in February	**Sick and Bereavement Leave**	**5.302**	**03/22/22**
		Rescinds: **5.302**	Issued: ~~05/28/24~~06/23/26

SICK LEAVE

Sick leave shall mean illness of the employee from natural causes or accident or annual wellness visits; or illness or annual wellness visits or death of the employee's spouse, parent, grandparent, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-relatives as listed above, or other family member with approval of the Director of Schools, which necessitates the absence of the employee.[1] Employees may also use one (1) sick day for a religious holiday not included on the Murfreesboro City Schools calendar per fiscal year, with five (5) days' advance notice to their supervisor.

Certified employees shall earn sick leave as outlined below and these days shall accumulate for an unlimited number of days:[2]

- Certified employees under 10-month contract- 8 sick days earned per year
- Certified employees under 11-month contract- 9 sick days earned per year
- Certified employees under 12-month contract- 10 sick days earned per year

Classified employees shall earn sick leave as outlined below and these days shall accumulate for an unlimited number of days:

- Classified employees employed for 10-month time period- 8 sick days earned per year
- Classified employees employed for 11-month time period- 9 sick days earned per year
- Classified employees employed for 12-month time period- 10 sick days earned per year. ~~The time allowed for sick leave with pay shall be one day for each month of employment.~~[2]

Sick leave shall be cumulative for all earned days not used. ~~At~~ Upon retirement, ~~the~~ an employee's unused accumulated sick leave may be used ~~as~~ for retirement credit only as permitted by the Tennessee Consolidated Retirement System (TCRS) rules and applicable laws~~.~~

~~Employees may elect to participate in the Murfreesboro City Schools' Sick Leave Bank, established by the Board pursuant the *Teachers' Sick Leave Bank Act*, T.C.A. 49-5-801 *et seq*., to facilitate the voluntary pooling and irrevocable donation of accumulated personal sick leave for the purpose of providing sick leave to members of the program who have suffered an unplanned personal illness, injury, disability or quarantine and whose personal sick leave is exhausted.~~

If an employee uses more sick days than they have earned, the sick days shall be deducted from the employee's paycheck. The amount will be based on the employee's daily rate of pay sufficient to cover any excess sick leave days used by the employee. If such final check is insufficient for this purpose, the employee shall be liable for reimbursement of any amount in excess of the employee's final paycheck for the year.

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When an employee will be absent from work, the employee shall notify the principal/supervisor or the principal's/supervisor's designee as soon as possible before their scheduled time to report to work.

Certified employees shall notify the principal or the principal's designee within a reasonable length of time before they intend to return to the classroom and not later than one (1) hour before school opens that morning, so that the principal or the principal's designee may be able to notify the substitute.

An employee, including an employee on pre-approved leave or other type of leave, shall not be charged with a day of leave for any day on which the employee's school or the school district is closed due to natural disaster, inclement weather, serious outbreak of contagious illness, or other unexpected event.

A physician's statement shall be filed with the Principal/Supervisor for each period of illness of five (5) or more consecutive work days. The physician's statement should include the date of commencement of the illness/injury and an expected date of return to work. The Director of Schools may require a physician's statement for any sick leave claim.[2] In the event of the absence of an employee in excess of the sick leave days available to the employee, the Director of Schools may require an examination, paid for by the Board, by a physician certifying the previous absences.

If an employee fails to provide appropriate notice or certification for sick leave, forfeiture of the paid leave will result, with the exception of those cases deemed an emergency by the principal/supervisor. The Human Resources Department shall keep a record of the accumulated sick leave for each eligible employee and shall provide a verified copy to the employee upon request.

An employee, upon employment, may transfer any accumulated sick leave from another Tennessee school system, provided that the Director of the system in which any such leave was accumulated provides notarized verification.[3] If an employee does not qualify for FMLA leave, the employee will be allowed to use no more than ten (10) days of transferred accrued leave due to the same qualifying events listed in Board Policy 5.305. Supporting documentation must be submitted to the Human Resources Department. An additional ten (10) days of unpaid time will be afforded to the employee following the use of ten (10) days of transferred accrued leave, for a total of twenty (20) days. If the employee is unable to return to work following the exhaustion of this allowed time, the employee will be referred to the Human Resources Department to discuss potential accommodations under the Americans with Disabilities Act.

SICK LEAVE BANK

The purpose of the sick leave bank is to provide sick leave to all employees[4] who have suffered an unplanned personal illness, injury, disability, or quarantine and whose personal sick leave is exhausted.

To form a sick leave bank, a minimum of twenty (20) employees from the school district shall petition the Board for permission to establish a sick leave bank.[5] Upon approval, sick leave bank trustees shall be appointed and shall operate as the governing body of the sick leave bank and shall enact rules and regulations consistent with state law.[6]

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Employees wishing to participate shall initially give a maximum of three (3) days of sick leave. These days are to be deducted from the employee's personal accumulation and donated to the sick leave bank. Donations of sick leave to the bank are nonrefundable and nontransferable.[7]
At any time the number of days in the sick leave bank is less than twenty (20), or one (1) per employee if there are more than twenty (20) members, or at any time deemed advisable, the trustees shall assess each member one (1) or more days of accumulated sick leave. If an employee has no accumulated sick leave at the time of assessment, the first earned days shall be donated as they are accrued by the employee.[8]

An employee who is a member of the sick leave bank may request an allotment of days (for the employee's personal illness or on account of an illness of their minor child) in the manner designated by the trustees. The need for these days shall be verified by a statement from a physician.[8]

By written notice to the trustees, an employee may withdraw from bank participation on June 30th of any year.[9] Membership withdrawal results in forfeiture of all days contributed.
The sick leave bank shall be operated in accordance with state law.[10]

BEREAVEMENT LEAVE

Employees shall be granted bereavement leave up to three (3) days per occurrence in the event of death of an immediate family member. Immediate family member shall include the employee's spouse, parents/legal guardians, grandparents, children, grandchildren, siblings, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepmother, stepfather, stepsiblings, stepchildren, step grandchildren, and foster children. Employees shall be granted bereavement leave up to one (1) day per event in the event of death of a cousin, aunt, uncle, niece, or nephew. If requested, employees shall be granted an additional one (1) day of bereavement leave if the service is more than fifty (50) miles from the employee's home and the employee provides documentation of such.

If additional days are needed for bereavement of an immediate family member, employees can use up to four (4) additional sick days without the requirement of documentation from a medical provider. If additional time is needed, the employee should contact Human Resources to discuss available leave options, including accrued leave, unpaid leave, FMLA leave if applicable, and any reasonable accommodations that may be required by law. ~~If more than four (4) additional days are needed, the employee will need to contact Human Resources to provide documentation and complete paperwork for FMLA leave, pursuant to Board Policy 5.305.~~

The Director of Schools, or the Director's designee, will require documentation to verify the bereavement event or familial relationship involved in any bereavement leave claim. Employees will be responsible for completing bereavement documentation within five (5) working days of returning to work.

Legal References

1. TRR/MS 0520-01-02-.04(2)

Cross References

Workers' Compensation 3.602

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2. TCA 49-5-710(a)(1); Public Acts of 2026, Chapter No. 1022	Orientation and Probation 5.107 Short Term Leaves of Absence 5.300
3. TCA 49-5-710(a)(5)	Family and Medical Leave 5.305
4. TCA 49-5-811	Physical Assault Leave 5.307
5. TCA 49-5-803	
6. TCA 49-5-804; TCA 49-5-805	
7. TCA 49-5-807	
8. TCA 49-5-808(j), (m)	
9. TCA 49-5-806(d)	
10. TCA 49-5-801 *et seq.*	
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Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 5.303, *Personal and Professional Leave*, on first reading

Board Meeting Date: June 9, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Revisions to Board Policy 5.303, *Personal and Professional Leave*, are made to align with Public Chapter 1022. These legislative changes affect the administration of sick leave and personal/professional leave for certified employees. Effective July 1, 2026, certified employees will receive four (4) personal leave days per year, which will be offset from sick leave adjustments reflected in changes to parallel changes to Board Policy 5.302. After significant review and discussion, staff also recommend increasing classified employees to four (4) personal leave days per year. Although the statutory changes apply directly to certified employees, staff believe providing the same number of personal leave days to classified employees promotes equity and consistency across employee groups. The proposed revisions also clarify that unused personal/professional leave does not roll over as personal leave. Instead, unused personal/professional leave will be credited to sick leave at the end of the year, consistent with State law.

Staff Recommendation

Approve changes to Board Policy 5.302, *Personal and Professional Leave*, on first reading

Fiscal Impact

The proposed revisions may result in fiscal impact related to increased leave usage and substitute coverage. The additional certified personal/professional leave days are offset from sick leave pursuant to state law. The recommendation to provide classified employees with four (4) personal leave days per year may result in additional operational or staffing costs depending on leave usage and coverage needs. Any fiscal impact will be addressed through existing personnel, substitute, and departmental budgets.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☐ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☒ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

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

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in February	**Personal and Professional Leave**	**5.303**	**09/01/11**
		Rescinds: **PER 20**	Issued: **~~03/14/23~~06/23/26**

Personal and professional leave shall be granted pursuant to the laws of the State of Tennessee and the rules and regulations of the State Board of Education.

CERTIFIED EMPLOYEES

Personal Leave: Certified employees shall earn four~~two~~ (4~~2~~) personal days per year.[1] Any personal and professional leave remaining unused at the end of a year shall be credited to sick leave.[2] ~~except in the case of the following circumstances:~~

~~1. Certified personnel with ten (10) to fifteen (15) years of experience shall be able to retain up to three (3) earned personal days. One (1) of those days, if available, will roll over from the previous year.~~
~~2. Certified personnel with sixteen (16) to twenty five (25) years of experience shall be able to retain up to four (4) earned personal days. Two (2) of those days, if available, will roll over from the previous year.~~
~~3. Certified personnel with twenty-six (26) or more years of experience shall be able to retain five (5) earned personal days. Three (3) of those days, if available, will roll over from the previous two (2) years~~.

If, at the termination of services, any employee has been absent for more days than leave has been earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment.

Subject to the following conditions, personal leave may be taken at the discretion of the employee:

1. Except in emergency, each employee shall give the principal/supervisor at least one (1) day's notice in writing of intent to take personal leave;
2. The approval of the principal/supervisor shall be required:~~2~~[3]
   a. If more than ten percent (10%) of the teachers in any given school request its use on the same day;
   b. If requested during any prior established student examination period;
   c. If requested on the day immediately preceding or following a holiday or vacation period;
   d. If personal leave is requested for days scheduled for professional development or in-service training, according to a school calendar adopted by the ~~local board of education~~Board of Education prior to the commencement of the school year; or
   e. If personal leave is requested for days scheduled for parent-teacher conferences, according to a school calendar adopted by the ~~local board of education~~Board of Education prior to the commencement of the school year.
3. A certified employee requesting to use four (4) personal leave days consecutively must receive prior approval from the Human Resources Director or the Director's designee.

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Professional Leave: Professional leave is a short, temporary absence for the purpose of attending workshops and other meetings relating to school business or serving on boards and commissions which meet during daytime hours when appointed by a mayor, city council, county executive or county commission.[4]

Certified educators may request professional leave by submitting the request to the school principal at least five (5) days prior to the requested leave of absence. Professional day requests in excess of one (1) day per year must be approved by the Assistant Superintendent of Curriculum and Instruction.
In addition, certified employees shall be granted leave to serve on any board or commission of the State when the appointment is made by the Governor or General Assembly.

Approved professional leave shall not be counted against any other accumulated leave credits.

Requests for professional leave shall be submitted to the principal/supervisor at least five (5) days prior to requested leave of absence.

~~e.~~

CLASSIFIED EMPLOYEES

Full-time classified staff will earn ~~one~~ two (2) personal days per semester, for a total of four (4) personal days per fiscal year. Personal leave for classified employees shall be used for personal reasons and shall be subject to prior approval by the employee's supervisor. Personal leave for classified employees shall be used for personal reasons and shall be subject to prior approval by the employee's supervisor. A classified employee requesting to use four (4) personal leave days consecutively must receive prior approval from the Human Resources Director or the Director's designee.

Personal leave may be denied based on operational needs, including staffing levels, work schedules, service obligations, mandatory training, or other circumstances in which the employee's absence would interfere with the efficient operation of the school system.

~~-~~Any classified personal ~~days~~ leave remaining unused at the end of the fiscal year shall be credited to sick leave.

If, at the termination of employment, a classified employee has been absent for more days than the employee has earned, an amount sufficient to cover the excess days used shall be deducted from the employee's final salary payment, to the extent permitted by law.

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Legal References

1. TCA 49-5-711; TRR/MS 0520-01-02-.04(3); Public Acts of 2026, Chapter No. 1022
~~1.~~2. TCA 49-5-711(a)
~~2.~~3. TCA 49-5-711(c)(1)
~~3.~~4. TCA 49-5-205

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Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Policy 6.3041, *Title IX and Sexual Harassment*, on first reading

Board Meeting Date: June 9, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Revisions to Board Policy 6.3041, Title IX and Sexual Harassment, are recommended to better clarify current federal Title IX requirements and District procedures for responding to reports of sex discrimination or sexual harassment. The updates clarify the roles and responsibilities of the Title IX Coordinator, procedures for initial assessment and dismissal of complaints, investigation timelines and expectations, appeal processes, supportive measures, and recordkeeping requirements. These revisions are intended to support continued legal compliance with Title IX.

Staff Recommendation

Approval changes to Board Policy 6.3041, *Title IX and Sexual Harassment*, on first reading

Fiscal Impact

No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

☐ **Known**: Every student will be *known* through whole-child programs and support.

☒ **Safe**: Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.

☐ **Challenged**: Every student will be *challenged* by learning from highly effective educators and employees.

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

Murfreesboro City School Board

Monitoring:	Descriptor Term:	Descriptor Code:	Issued Date:
Review: Annually, in March	**Title IX and Sexual Harassment**	**6.3041**	**11/28/23**
		Rescinds: **6.3041**	Issued: **08/25/20**

General

In order to maintain a safe, civil, and supportive learning environment, all forms of sexual harassment and discrimination on the basis of sex are prohibited.[1] This policy shall cover employees, employees' ~~behaviors~~conduct, students, and students' behaviors while on school property, at any school-sponsored activity, on school-provided equipment or transportation, or at any official school bus stop in accordance with federal law. This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).[2] The Title IX Coordinator as well as any personnel chosen to facilitate the grievance process shall not have a conflict of interest against any party of the complaint.[3] These individuals shall receive annual training as to how to promptly and equitably resolve student and employee complaints.[3]

All employees shall receive training on complying with this policy and federal law.[4]

TITLE IX COORDINATOR[5]

The Title IX Coordinator shall respond promptly to all general reports as well as formal complaints of sexual harassment. They shall be kept informed by school-level personnel of all investigations and shall provide input on an ongoing basis as appropriate. The Board of Education designates and authorizes the following individuals to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Ken Rocha- Primary Coordinator for Student-Related Title IX Complaints or Concerns
Assistant Superintendent of Student Support Services
2552 South Church Street
Murfreesboro, TN 37127
615-893-2313, Ext. 10029
Ken.rocha@cityschools.net

Maria Johnson- Primary Coordinator Employee-Related Title IX Complaints or Concerns
Director of Human Resources and Educator Effectiveness
2552 South Church Street
Murfreesboro, TN 37027
615-893-2313, Ext. 10036
Maria.johnson@cityschools.net

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DEFINITONS[4]

"Complainant" is an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Respondent" is an individual who is reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sexual harassment" is conduct on the basis of sex that satisfies one or more of the following:[3]

1. A school district employee conditioning an aid, benefit, or service of an education program or activity on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the education program or activity; or
3. Sexual assault,[6] dating violence,[7] domestic violence,[8] or stalking[9] as defined in state and ~~federal law~~federal law.

Behaviors that constitute sexual harassment may include, but are not limited to:

1. Sexually suggestive remarks;
2. Verbal harassment or abuse;
3. Sexually suggestive pictures;
4. Sexually suggestive gesturing;
5. Harassing or sexually suggestive or offensive messages that are written or electronic;
6. Subtle or direct propositions for sexual favors; and
7. Touching of a sexual nature.

Sexual harassment may be directed against a particular person or persons, or a group, whether of the opposite sex or the same sex.

"Supportive measures" are non-disciplinary, non-punitive, individualized services and shall be offered to the complainant and the respondent, as appropriate. These measures may include, but are not limited to, the following:

1. Counseling;
2. Course modifications;
3. Schedule changes; and
4. Increased monitoring or supervision.

The measures offered to the complainant and the respondent shall remain confidential to the extent that maintaining such confidentiality would not impair the ability of the school district to provide the supportive measures.

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GRIEVANCE PROCESS

Upon learning of an instance of alleged sexual harassment, even if no formal complaint is filed, the Title IX Coordinator shall:

1. Promptly contact the complainant to discuss the availability of supportive measures;
2. Consider the complainant's wishes with respect to supportive measures;
3. Inform the complainant of the availability of supportive measures; and
4. Explain the process for filing a formal complaint.[10]

While the ~~school district~~District will respect the confidentiality of the complainant and the respondent as much as possible, some information may need to be disclosed to appropriate individuals. All disclosures shall be consistent with the ~~school district~~District's legal obligations and the necessity to investigate allegations of harassment and take disciplinary action.

The respondent shall be presumed not responsible for the alleged conduct unless and until a determination regarding responsibility is made at the conclusion of the grievance process. Disciplinary consequences or sanctions shall not be initiated against the respondent until the grievance process has been completed. Unless there is an immediate threat to the physical health or safety of any student arising from the allegation of sexual harassment that justifies removal, the respondent's placement shall not be changed.[11] If the respondent is an employee, they may be placed on administrative leave during the pendency of the grievance process.[12] The Title IX Coordinator shall keep the Director of Schools informed of any employee respondents so that they can make any necessary reports to the State Board of Education in compliance with state law.[13]

Complaints

Any individual who has knowledge of behaviors that may constitute a violation of this policy shall immediately report such information to the Title IX Coordinator, however, nothing in this policy requires a complainant to either report or file a formal complaint within a certain timeframe. If the complaint involves the Title IX Coordinator, the complaint shall be filed with the Director of Schools.

If a complaint involves allegations of child abuse, including child abuse on school grounds, appropriate notification shall be made ~~per~~ pursuant to ~~the board policy on reporting child abuse~~Board Policy 6.409.

Upon receipt of a formal complaint, the Title IX Coordinator shall promptly:[14]

1. Provide written notice of the allegations, and the grievance process to all known parties to give the respondent time to prepare a response before an initial interview;
2. Inform the parties of the prohibition against making false statement or knowingly submitting false information;
3. Inform the parties that they may have an advisor present during any subsequent meetings; and
4. Offer supportive measures in an equitable manner to both parties.

~~If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal, shall be provided to both parties simultaneously.~~[15]

Initial Assessment and Dismissal of Formal Complaints

Upon receipt of a formal complaint, the Title IX Coordinator shall conduct an initial assessment to determine whether the alleged conduct, if true, would constitute sexual harassment as defined by this policy and applicable law.[15]

The Title IX Coordinator may consolidate formal complaints involving allegations of sexual harassment arising out of the same facts or circumstances, including complaints involving more than one complainant, more than one respondent, or allegations by one party against another party, when consolidation is appropriate and consistent with applicable law.[16]

The Title IX Coordinator may dismiss a formal complaint or allegations therein if: [17]

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1. The District is unable to identify the respondent after taking reasonable steps to do so;
2. The alleged conduct, even if proven, would not constitute sex discrimination or sexual harassment prohibited by Title IX or this policy;
3. The alleged conduct did not occur within the District's education program or activity;
4. The complainant voluntarily withdraws the complaint or allegations, and the remaining alleged conduct, if any, would not constitute a violation of this policy even if proven; or,
5. The respondent is no longer enrolled in or employed by the District.

Prior to dismissal under this section, the Title IX Coordinator may communicate with the complainant and make reasonable efforts to clarify the allegations. A dismissal under this section does not prevent the District from addressing the alleged conduct under Board policies or procedures. Following dismissal, the Title IX Coordinator shall determine whether supportive measures or other appropriate actions are necessary to prevent recurrence and ensure continued access to the District's education programs and activities.

If the Title IX Coordinator dismisses a complaint, written notice, including the reasons for dismissal, shall be provided to both parties simultaneously.[17]

Either party may appeal a dismissal of a formal complaint on the following bases only:[17]

1. A procedural irregularity that affected the dismissal decision;
2. New evidence that was not reasonably available at the time the dismissal decision was made and that could affect the outcome; or
3. A conflict of interest or bias by the Title IX Coordinator, investigator, decision-maker, or other Title IX personnel that affected the dismissal decision.

Dissatisfaction or disagreement with the dismissal decision alone shall not constitute a sufficient basis for appeal.

Investigations[186]

The Title IX Coordinator shall oversee all complaints and reports alleging conduct that may constitute sexual harassment under this policy. The Title IX Coordinator may conduct the investigation or designate a trained investigator to conduct the investigation on behalf of the district.

School administrators and supervisors receiving reports or complaints alleging conduct that may constitute sexual harassment shall promptly refer the matter to the Title IX Coordinator.

~~For complaints of student-on-student harassment, the principal shall serve as the investigator and be responsible for investigating complaints in an equitable manner that involves an objective evaluation of all relevant evidence. For complaints of employee on student or employee on employee harassment, the Human Resources Department or Title IX Coordinator will investigate. The burden for obtaining evidence sufficient to reach a determination regarding responsibility rests on the school district and not the complainant or respondent.~~

Once a complaint is received, the Investigator shall initiate an investigation within forty-eight (48) hours of receipt of the complaint. If an investigation is not initiated within forty-eight (48) hours, the investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons why the investigation was not initiated within the required timeframe. If the Title IX Coordinator is serving as the investigator, the documentation shall be provided to the Director of Schools.

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All investigations shall be completed within twenty (20) calendar days from the receipt of the initial complaint. If the investigation is not complete within twenty (20) calendar days, the investigator shall provide the Title IX Coordinator with appropriate documentation detailing the reasons why the investigation was not initiated or completed within the required timeframe. If the Title IX Coordinator is serving as the investigator, the documentation shall be provided to the Director of Schools.

The Title IX Coordinator or investigator shall communicate with the parties regarding delays, extensions, or the need for additional time due to witness availability, school breaks, law enforcement activity, complexity of allegations, or other good cause. When a temporary delay or limited extension is necessary, the district shall provide written notice to the complainant and respondent of the delay or extension and the reason(s) for the action.

All investigations shall:

1. Provide an equal opportunity for the parties to present witnesses and evidence;
2. Not restrict the ability of either party to discuss the allegations under investigation or gather and present relevant evidence;
3. Refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that seek disclosure of information protected under a legally recognized privilege unless such privilege has been waived;[19][7]
4. Provide the parties with the same opportunities to have others present during any grievance proceeding;
5. Provide to parties whose participation is requested written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
6. Provide both parties an equal opportunity to inspect and review any evidence directly related to the allegations in the formal complaint; and
7. Result in the creation of an investigative report that fairly summarizes relevant evidence.
    a. Prior to the completion of the investigative report, the investigator shall send to each party the evidence subject to inspection and review.
    b. All parties shall have at least ten (10) days to submit a written response to the evidence provided, which shall be taken into consideration in creating the final investigative report.

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Within the parameters of the Family Educational Rights and Privacy Act,[1][20][8] the Title IX Coordinator shall keep the complainant and the respondent informed of the status of the investigation process. At the close of the investigation, a written final report on the investigation will be delivered to the parent(s)/guardian(s) of the complainant, parent(s)/guardian(s) of the respondent, and to the Director of Schools.

Determination of ~~Responsibility~~[19] Responsibility[21]

The respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.[20][22] The preponderance of the evidence shall be used in making this determination.[2][3][1]

The Director of Schools, or their trained and impartial designee, shall act as the decision-maker. In no circumstances shall the investigator also serve as the decision-maker. They shall receive the final report of the investigation and allow each party the opportunity to submit written questions that they want asked of any party or witness prior to the determining responsibility.

The decision-maker shall make a determination regarding responsibility and provide the written determination to the parties simultaneously along with information about how to file an appeal.

A substantiated charge against a student may result in corrective or disciplinary action up to and including expulsion. A substantiated charge against an employee shall result in disciplinary action up to and including termination.

After a determination of responsibility is made, the Title IX Coordinator shall work with the complainant to determine if further supportive measures are necessary. The Title IX Coordinator shall also determine whether any other actions are necessary to prevent reoccurrence of the harassment.

~~APPEALS[22]~~ APPEALS[24]

Either party may appeal from a determination of responsibility based on a procedural irregularity that affected the outcome, new evidence that was not reasonably available at the time of the determination that could affect the outcome, or an alleged conflict of interest on the part of the Title IX Coordinator or any personnel chosen to facilitate the grievance process. Dissatisfaction or disagreement with the outcome, sanction, disciplinary consequence, or factual findings alone shall not constitute a sufficient basis for appeal. Appeals shall be submitted to the Title IX Coordinator within ten (10) days of a determination of responsibility.

Upon receipt of an appeal, the Title IX Coordinator shall:

1. Assign an impartial hearing officer within five (5) days of receipt of the appeal; and
2. Notify the parties in writing.

During the appeal process, the parties shall have a reasonable, equal opportunity to submit written statements. Within ten (10) calendar days, the hearing officer shall issue a written decision describing the result of the appeal and the rationale for the result. The written decision shall be provided simultaneously to both parties.

~~RETALIATION[23]~~ RETALIATION[25]

Retaliation against any person who makes a report or complaint or assists, participates, or refuses to participate in any investigation of an act alleged in this policy is prohibited.

RECORDKEEPING[26]

The District shall maintain records relating to reports, formal complaints, investigations, supportive measures, informal resolutions, appeals, training materials, and responses required under this policy in accordance with applicable law and District records retention practices.

Records shall be maintained for the period required by state and federal law.

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Legal References

1. 34 CFR § 106.1
2. 34 CFR § 106.8(b),(c)
3. 34 CFR § 106.45(b)(1)(iii); 34 CFR § 106.45(b)(10)(D)
4. 34 CFR § 106.30(a)
5. 34 CFR § 106.8(a)
6. 20 USCA 1092(f)(6)(A)(v); TCA 36-3-601(10); TCA 71-6-302
7. 34 USCA 12291(a)(10)
8. 34 USCA 12291(a)(8); TCA 40-14-109
9. 34 USCA 12291(a)(30); TCA 39-17-315; TCA 36-3-601(11)
10. 34 CFR § 106.44(a)
11. 34 CFR § 106.44(c)
12. 34 CFR § 106.44(d)
13. TRR/MS 0520-02-03-.09(2); TCA 49-5-417(c)
14. 34 CFR § 106.45(b)(2)
15. 34 CFR § 106.45(b)(3)
16. 34 C.F.R. § 106.45(e)
17. 34 C.F.R. § 106.45(d)
~~16.~~18. 34 CFR § 106.45(b)(5); 34 CFR § 106.45(b)(1)(v)
~~17.~~19. 34 CFR § 106.45(b)(1)(x)
~~18.~~20. 20 USCA § 1232g
~~19.~~21. 34 CFR § 106.45(b)(7)
~~20.~~22. 34 CFR § 106.45(b)(1)(iv)
~~21.~~23. 34 CFR § 106.45(b)(1)(vii)
~~22.~~24. 34 CFR § 106.45(b)(8)
25. 34 CFR § 106.71
~~23.~~26. 34 C.F.R. § 106.45(b)(10)

Cross References

Section 504 and ADA Grievance Procedures 1.802
Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious) 5.500
Complaints and Grievances 5.501
Staff-Student Relations 5.610
Code of Conduct 6.300
Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation 6.304
Student Concerns 6.305
Reporting Child Abuse 6.409

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Board Attendance at Conventions

Board Meeting Date: June 9, 2026

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda	☐
Action Item	☒
Reports and Information	☐

Requires City Council Approval: Yes ☐ No ☒

Summary

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

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

In compliance with that policy, we are submitting the following upcoming TSBA conferences and meetings for the 2026-2027 school year for preapproval:

- TSBA Summer Law-July 17-18, 2026
- TSBA Fall District Meeting-September 24, 2026
- TSBA Leadership Conference and Annual Convention-November 5-8, 2026
- Other TSBA conducted meetings, workshops, and seminars held throughout the year to inform board members and administrators about key issues and topics affecting public education.

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

Staff Recommendation

Approval of Board attendance at conventions.

Fiscal Impact

The cost of registrations, hotel stays, and allowable reimbursements, if required, for board members. The FY27 budget includes $18,010 for Board in-service training which is consistent with FY26 allotments.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: 26-27 Tentative Employee Assignments

Board Meeting Date: June 9, 2026

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda	☐
Action Item	☐
Reports and Information	☒

Requires City Council Approval: Yes ☐ No ☒

Summary

Board members will be provided with the school position control charts which reflect tentative employee assignments and placements for the 2026–2027 school year as of June 2, 2026.

Staff Recommendation

Approval of tentative assignments

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools

Board Meeting Memo

Agenda Item Title: Annual Bullying Report

Board Meeting Date: June 9, 2026

Department: Student Support

Presented by: Ken Rocha

Board Agenda Category:

Consent Agenda	☐
Action Item	☐
Reports and Information	☒

Requires City Council Approval: Yes ☐ No ☒

Summary

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

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

Staff Recommendation

This is an informational item.

Fiscal Impact

There is no fiscal impact.

Connection to MCS's Five-Year Strategic Plan

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

BULLYING REPORT 2025-2026 MURFREESBORO CITY SCHOOLS

Bullying Complaint Data	Current Year	Prior Year
Total number of harassment, intimidation, bullying, or cyber-bullying cases brought to the attention of school officials in the 2025-2026 school year.	72	72
Total number of harassment, intimidation, bullying, or cyber-bullying cases where investigation **indicated bullying occurred.**	22	25
Total number of **confirmed** harassment, intimidation, bullying, or cyber-bullying cases involving race, color, or national origin.	0	0
Total number of **confirmed** harassment, intimidation, bullying, or cyber-bullying cases involving sex or gender-based discrimination.	0	0
Total number of **confirmed** harassment, intimidation, bullying, or cyber-bullying cases involving disability.	0	0
Total number of **confirmed** harassment, intimidation, bullying, or cyber-bullying cases involving the use of electronic technology.	0	0
Total number of harassment, intimidation, bullying, or cyber-bullying cases where investigation was not initiated within forty-eight (48) hours and attach a document disclosing the reasons they were not initiated within 48 hours.	0	1
Total number of harassment, intimidation, bullying, or cyber-bullying cases where appropriate intervention was not initiated within twenty (20) calendar days and attach a document disclosing the reasons intervention took longer than 20 days.	0	0
Total number of harassment, intimidation, bullying, or cyber-bullying cases still pending.	0	0
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in any disciplinary action other than out of school suspension, including but not limited to student/parent conference, in-school suspension, safety plans, etc.	20	23
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in out of school suspension less than 10 days.	2	5
Total number of harassment, intimidation, bullying, or cyber-bullying cases resulting in out of school suspension of 10 days or more.	0	0