

Board of Education Regular Meeting

October 12, 2021 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Jimmy Richardson III and seconded by Ms. Becky Goff, passed. Yea: 7, Nay: 0	Chair Butch Campbell
III. COMMUNICATIONS Information Item	Mrs. Lisa Trail
A. Spotlight on Education-Farm to School Recognition of Laura Caylor and Carrie Smith, teachers from Cason Lane Academy, that recently received the Outstanding Teacher Award from the TN Foundation from Agriculture in the Classroom. Information Item	Dr. Trey Duke
IV. CONSENT ITEMS Consent Agenda Present: Mr. Wesley Ballard, Ms. Roseann Barton, Mr. Butch Campbell, Ms. Becky Goff, Ms. Amanda Moore, Jimmy Richardson III, Absent: Mr. David Settles. Motion to approve consent agenda.. This motion, made by Ms. Roseann Barton and seconded by Ms. Amanda Moore, passed. Yea: 7, Nay: 0	Chair Butch Campbell
A. Approval of 9-28 Board Minutes Consent Item	
B. Minor Changes to Board Policies Consent Item	
i. Approval of Minor Changes to Board Policy 3.201 Safety Consent Item	
ii. Approval of Minor Changes to Board Policy 3.202 Emergency Preparedness Plan Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 1.102 Board Members Legal Status on Second Reading Consent Item	

ii. Approval of Board Policy 1.803 Tobacco Free Schools on Second Reading Consent Item	
iii. Approval of Board Policy 2.401 Gifts and Bequests on Second Reading Consent Item	
iv. Approval of Board Policy 2.500 Deposit of Funds on Second Reading Consent Item	
v. Approval of Board Policy 5.3021 COVID Sick Leave on Second Reading Consent Item	
vi. Approval of Board Policy 6.203 School Admissions on Second Reading Consent Item	
vii. Approval of Board Policy 6.205 Assignment of Students to Schools and Classes on Second Reading Consent Item	
viii. Approval of Board Policy 6.206 Transfers Within the System on Second Reading Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 1.501 Visitors to the Schools on Second Reading Action Item Motion to approve Board Policy 1.501 Visitors to the Schools on Second Reading. This motion, made by Jimmy Richardson III and seconded by Ms. Becky Goff, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
B. Approval of LEA Compliance Report Action Item Motion to approve the LEA Compliance Report. This motion, made by Ms. Becky Goff and seconded by Ms. Roseann Barton, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of ARP 2.0 Homeless Grant Action Item Motion to approve the ARP 2.0 Homeless Grant. This motion, made by Ms. Amanda Moore and seconded by Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
D. Substitute Teacher Incentive Pay Action Item	Dr. Trey Duke

<p>Motion to approve the Substitute Teacher Incentive Pay. This motion, made by Ms. Roseann Barton and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>E. Approval of Proposal and Agreement for Land Surveying and Civil Engineering Services for Cason Lane Academy Pond. Action Item</p> <p>Motion to approve the Proposal and Agreement for Land Surveying and Civil Engineering Services for CLA Pond. This motion, made by Jimmy Richardson III and seconded by Ms. Becky Goff, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>F. Approval of Budget Amendments and Transfers Action Item</p> <p>Motion to approve the budget amendments/transfers. This motion, made by Ms. Roseann Barton and seconded by Ms. Becky Goff, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>G. Approval of the Statement of Work for Webex Calling Pro Services Action Item</p> <p>Motion to approve the SOW for Web-ex Calling Pro Services. This motion, made by Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Butch Campbell
<p>A. Director's Update Information Item</p>	Dr. Trey Duke
<p>VII. OTHER BUSINESS Information Item</p>	Chair Butch Campbell
<p>VIII. ADJOURNMENT Action Item</p> <p>Motion to adjourn. This motion, made by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Butch Campbell

Board of Education Regular Meeting

September 28, 2021 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item In attendance: Chair Butch Campbell, Vice Chair David Settles, Wes Ballard, Roseann Barton, Becky Goff, Amanda Moore. Jimmy Richardson was absent.</p> <p>Staff: Dr. Trey Duke, Ralph Ringstaff, Don Bartch, Lisa Trail, Kim Williams, Joe Marlin, Beth Prater, Sheri Arnette, Sara Walker, Kristina Boone, Ken Rocha, Natalie Hardiman, Tiffany Strevel, Victoria Shields, Angela Fairchild, and Robin Newell</p> <p>Assistant City Attorney Elizabeth Taylor and City Liaison Bill Shacklett</p>	<p>Chair Butch Campbell</p>
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Mr. Don Bartch, principal of Overall Creek Elementary, and Mr. Ken Rocha, principal of Bradley Academy.</p>	
<p>B. Moment of Silence Procedural Item Chair Butch Campbell asked that everyone to remember the following during the moment of silence: Lori Turnbow, a teacher at Discovery School, recently lost her father, Mr. Grant Kelly Craig Nelius, a teacher at John Pittard, recently lost his wife, Leslee Nelius Mr. Jimmy Richardson's daughter, Saoirse Richardson, was born this past week.</p>	
<p>C. Election of Board Chair and Vice Chair Action Item Elizabeth Taylor reviewed the process for electing a Board Chair and Vice Chair.</p> <p>Nominations were taken for Board Chair. Becky Goff nominated Mr. Butch Campbell, David Settles seconded that nomination. Roll call was taken. Wes Ballard-Butch Campbell Roseann Barton-Butch Campbell Butch Campbell-Butch Campbell Becky Goff-Butch Campbell Amanda Moore-Butch Campbell Jimmy Richardson-absent David Settles-Butch Campbell With a vote of 6-0, Mr. Campbell was elected Board Chair.</p> <p>Nominations were taken for Vice Chair. Becky Goff nominated David Settles, Amanda Moore seconded that nomination. Roll call was taken. Wes Ballard-David Settles Roseann Barton-David Settles Butch Campbell-David Settles Becky Goff-David Settles</p>	<p>Ms. Elizabeth Taylor</p>

<p>Amanda Moore-David Settles Jimmy Richardson-absent David Settles-David Settles With a vote of 6-0, Mr. Settles was elected Board Vice-Chair.</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Ms. Amanda Moore and seconded by Ms. Becky Goff, passed. (6-0)</p>	<p>Chair Butch Campbell</p>
<p>III. COMMUNICATIONS Information Item Thank you to our community partners for your support of our students and staff:</p> <p>The MCS STEM program received a generous donation from The Business Education Partnership (BEP) Foundation in conjunction with the Nissan Neighbors Program. The \$25,000 grant will be used for current STEM schools and schools seeking STEM designation.</p> <p>Staples of Murfreesboro 0543 donated 1,200 StaplesConnect pencil boxes containing 19 items in each box ranging from glue to expo markers.</p> <p>The City Schools Foundation Back to School Dash went virtual this year with over 120 runners and walkers. Funds raised will go directly to teacher grants.</p> <p>Murfreesboro City Schools would like to thank World Outreach Church for school supply donations. Our Outreach Dept. would also like to thank the schools in our district that made donations to the Humphrey County school supply drive.</p> <p>Mitchell-Neilson Primary would like to thank Heritage South Community Credit Union for their generous donations of umbrellas for staff that works the car rider line, as well as a generous check to our library!</p> <p>Murfreesboro City Schools Outreach Dept. would like to express sincere appreciation to the following community supporters: Jason Deckard and the Official Liverpool Supporter Club of Murfreesboro donated \$2,000 to district. Each school received \$100 to provide food for staff, \$300 for the Indigent Care Fund, and \$300 for the Backpack Program. The Murfreesboro Lioness Club for snack donation to the Backpack Food Program.</p> <p>October is National Principals' Month, Farm to School Month, and National School Lunch Week begins October 11.</p>	<p>Mrs. Lisa Trail</p>
<p>A. Public Comment Procedural Item The Board heard opinions regarding COVID protocol from three concerned citizens.</p>	<p>Chair Butch Campbell</p>
<p>B. Spotlight on Education Level 5 and Reward Schools Information Item The Board recognized the following Level 5 Schools, and Dr. Duke presented them with a sign for their campus-Discovery, Black Fox, Mitchell Neilson, Overall Creek and Reeves Rogers.</p> <p>They also recognized the two Reward Schools, Discovery and Overall Creek, and Dr. Duke presented those principals with a framed recognition letter from the Commissioner of Education, Dr. Penny Schwinn.</p>	<p>Dr. Trey Duke</p>

Dr. Duke added that Erma Siegel missed this recognition by literally hundredths of a percentage point, and wanted to recognize that school as well.	
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Roseann Barton and seconded by Mr. Wesley Ballard, passed. (6-0)	Chair Butch Campbell
A. Approval of 8-24-21 Board Minutes Consent Item	
B. Approval of School Fees Consent Item	
C. Approval of FY22 ESSER 3.0 Application Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 1.102 Board Members Legal Status on First Reading Action Item Motion to approve Board Policy 1.102 Board Members Legal Status on First Reading. This motion, made by Ms. Becky Goff and seconded by Mr. Wesley Ballard, passed. (6-0)	Dr. Trey Duke
B. Approval of Board Policy 1.401 Public Participation in Board Meetings on Second Reading Action Item Amanda Moore wanted to make sure that she understood the changes in this policy. She asked if this change would preclude someone from speaking if the Board felt it necessary for them to do so. Ms. Taylor explained that in a case like that, the Board could make a motion to suspend this policy, and second that motion, to allow someone to speak. Ms. Barton asked how the time frame for someone to complete the appropriate form and get that turned in to the Board Chair and Director, and Ms. Taylor told her that it was 24 hours. Ms. Barton felt that was ample time to go through the proper procedure. Motion to approve Board Policy 1.401 Public Participation in Board Meetings on Second Reading. This motion, made by Mr. David Settles and seconded by Ms. Roseann Barton, passed. (6-0)	Dr. Trey Duke
C. Approval of Board Policy 1.501 Visitors to the Schools on First Reading Action Item Motion to approve Board Policy 1.501 Visitors to the Schools on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. (6-0)	Dr. Trey Duke
D. Approval of Board Policy 1.803 Tobacco Free Schools on First Reading Action Item Motion to approve Board Policy 1.803 Tobacco Free Schools on First Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Becky Goff, passed. (6-0)	Dr. Trey Duke
E. Approval of Board Policy 2.401 Gifts and Bequests on First Reading Action Item Motion to approve Board Policy 2.401 Gifts and Bequests on First Reading. This motion, made by Ms. Becky Goff and seconded by Mr. David Settles, passed. (6-0)	Dr. Trey Duke
F. Approval of Board Policy 2.500 Deposit of Funds on First Reading Action Item	Dr. Trey Duke

<p>Motion to approve Board Policy 2.500 Deposit of Funds on First Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Becky Goff, passed. (6-0)</p>	
<p>G. Approval of Board Policy 5.3021 COVID Sick Leave on First Reading Action Item David Settles asked if this policy was retroactive to the beginning of school, and Dr. Duke said yes.</p> <p>Ms. Barton told Dr. Duke that she appreciates his decision to do this because it is not the norm.</p> <p>Mr. Settles thanked Dr. Duke and his team for the foresight. Motion to approve Board Policy 5.3021 COVID Sick Leave on First Reading. This motion, made by Ms. Roseann Barton and seconded by Ms. Becky Goff, passed. (6-0)</p>	<p>Dr. Trey Duke</p>
<p>H. Approval of Board Policy 6.203 School Admissions on First Reading Action Item Motion to approve Board Policy 6.203 School Admissions on First Reading. This motion, made by Ms. Amanda Moore and seconded by Mr. Wesley Ballard, passed. (6-0)</p>	<p>Dr. Trey Duke</p>
<p>I. Approval of Board Policy 6.205 Assignment of Students to Schools and Classes on First Reading Action Item Motion to approve Board Policy 6.205 Assignment of Students to Schools and Classes on First Reading. This motion, made by Ms. Becky Goff and seconded by Mr. David Settles, passed. (6-0)</p>	<p>Dr. Trey Duke</p>
<p>J. Approval of Board Policy 6.206 Transfers Within the System on First Reading Action Item Motion to approve Board Policy 6.206 Transfers Within the System on First Reading. This motion, made by Mr. Wesley Ballard and seconded by Ms. Amanda Moore, passed. (6-0)</p>	<p>Dr. Trey Duke</p>
<p>K. Approval of School Resource Officer MOU Action Item Motion to approve the School Resource Officer MOU. This motion, made by Ms. Becky Goff and seconded by Mr. Wesley Ballard, passed. (6-0)</p>	<p>Dr. Trey Duke</p>
<p>L. Approval of Certification of Compliance-Textbooks Action Item Motion to approve the Certification of Compliance-Textbooks. This motion, made by Ms. Roseann Barton and seconded by Ms. Becky Goff, passed. (6-0)</p>	<p>Mrs. Sheri Arnette</p>
<p>M. Approval of COVID Protocol Action Item Dr. Duke explained that the current mask protocol would expire on September 29, and his recommendation was to extend that protocol until November 10. That would also extend the opt outs until November 10. He told the Board that the system had 92% of students that did not opt out of masks.</p> <p>A roll call vote was taken on the updated COVID Protocol.</p> <p>Wes Ballard-yes Roseann Barton-yes Becky Goff-yes Amanda Moore-yes Jimmy Richardson-absent David Settles-yes</p>	<p>Dr. Trey Duke</p>

<p>Butch Campbell-yes</p> <p>With a vote of 6-0, the motion passes, and the COVID Protocol would be extended until November 10. Motion to approve COVID Protocol. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. (6-0)</p>	
<p>N. Approval of Budget Amendments/Transfers Action Item Roseann Barton said that she was happy to see the nursing hotline put in place to relieve nurses. She felt that was a great idea.</p> <p>Mr. Ballard asked about the added manpower and the fact that we wouldn't need this personnel when things got better. Dr. Duke explained that the positions are through a grant-based program to meet the needs right now. Motion to approve Budget Amendments/Transfers. This motion, made by Ms. Roseann Barton and seconded by Ms. Becky Goff, passed. (6-0)</p>	Dr. Duke/Ms. Williams
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Butch Campbell
<p>A. Enrollment (PTR) Report Information Item</p>	Mr. Joe Marlin
<p>B. Personnel Report Information Item</p>	Mr. Ralph Ringstaff
<p>C. July/August Revenue and Expenditure Report Information Item Mr. Ballard asked Ms. Williams if sports gaming money was coming back to us. Ms. Williams said that she would check into that and get back to him.</p>	Ms. Kim Williams
<p>D. Director's Update Information Item Dr. Duke congratulated Mr. Ballard and Mrs. Goff for recently receiving Level II of their Boardmanship.</p> <p>Dr. Duke also informed the Board that at the September 15 City Council workshop, the Council approved the Schools' Five Year Improvement Plan. Dr. Duke explained that he will have a revised list of those items at the October meeting, and how they were funded. He thanked Mr. Shacklett for his help in that approval.</p> <p>Dr. Duke told the Board that at this Thursday's City Council meeting, the approval for the contract with Mid-South Bus was on the agenda. This contract is for two buses, one that was in the accident recently and one other bus. He felt that with this approval, we should have one bus right after fall break. The second bus was for one of two replacements that was in the CIP. Dr. Duke will give more details on the CIP at the October meeting.</p>	Dr. Trey Duke
<p>E. State of the Schools Data Review Information Item Dr. Duke reviewed the recent release of test scores with the Board in a Power Point presentation. He explained to the Board that 4th grade stood out in MCS and across the state. He also told the Board that MCS outperformed the state in Math.</p> <p>Ms. Barton told the Board and Dr. Duke that this was a great accomplishment especially since teachers and principals felt helpless in the middle of the pandemic. She added that this is a validation that even though times were tough, everyone made some great choices. She complimented the staff and administration by saying that they did great work!</p>	Dr. Trey Duke

Mr. Settles said that this was excellent news for our district.	
Mr. Campbell added that this was a great report.	
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Ms. Roseann Barton and seconded by Mr. Wesley Ballard, passed. (6-0) The meeting adjourned at 7:31 p.m.	Chair Butch Campbell

Director of Schools

Murfreesboro City School Board

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="margin: 0;">Safety</h2>	Descriptor Code: 3.201	Issued Date: 10/22/19
		Rescinds: SS 5	Issued: 09/01/12

- 1 In accordance with board policy, the principal of each school shall develop procedures for keeping school facilities
- 2 safe and free from hazards.

- 3 All staff members shall report current and potential hazards to their immediate supervisor(s).

- 4 Each principal is responsible for including safety as part of the instructional program of the school as required by
- 5 law.

- 6 The safety program shall include:

- 7 Fire prevention
- 8 Accident prevention
- 9 Warning systems
- 10 Emergency drills
- 11 Traffic safety
- 12 Safety inspections
- 13 First aid
- 14 Disaster preparation
- 15
- 16 Only students assigned to the school, the staff of the school, parents of students, and other persons with lawful
- 17 and valid business shall enter onto the grounds or into the buildings of a school during the hours of student
- 18 instruction. All staff members shall report all persons appearing to be improperly on school premises to the
- 19 principal/designee.²¹

- 20 The principal shall secure assistance from law enforcement officials when the principal deems it necessary in
- 21 order to maintain order or security. In addition, the Director of Schools or designee shall provide the local law
- 22 enforcement agency with all safety and security plans.³²

Legal References

1. TCA 49-6-2008 (a)-(b)
2. TCA 49-6-804(c)

Cross References

- Visitors to the School 1.501
 Care of School Property 6.31

Murfreesboro City School Board

Monitoring: Review: Annually, in October	Descriptor Term: Emergency Preparedness Plan	Descriptor Code: 3.202	Issued Date: 10/22/19
		Rescinds: BO 24	Issued: 02/01/11, 01/23/18

1 The Director of Schools shall be responsible for developing, maintaining, and acquiring Board approval
2 of the district Multi-Hazard Operations Plan,¹ which shall include, but not be limited to, procedures for
3 nuclear or bomb threats, civil disturbances, armed intruders, earthquakes, fires, tornadoes or other severe
4 weather, and medical emergencies.

5 The principal of each school shall develop and implement emergency preparedness drills which shall be
6 approved by the Director of Schools. When appropriate, such drills shall be held in conjunction with
7 emergency response agencies. These procedures shall be in written form and distributed to all staff,
8 students, and parents.

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one fire drill requiring full evacuation is given every thirty (30) school
11 days, -with two (2) fire drills occurring during the first thirty (30) full days of the school year.
12 Additionally, he/she shall ensure that four (4) fire safety educational announcements are conducted
13 throughout the year.²

14 The principal shall ensure that three (3) additional safety drills are given during the school year.² These
15 drills may cover inclement weather, earthquakes, armed intruders, or other emergency drills that do not
16 require full evacuation. A record of all fire or safety drills, including the time and date, shall be kept in
17 each school's office.²

18 The principal shall regularly check the quantity, locations, and conditions of fire extinguishers and shall
19 give all school personnel instructions on how to properly use fire extinguishers.

20 **ARMED INTRUDER DRILLS**

21 The Director of Schools or designee shall ensure that each school safety team conducts at least one (1)
22 armed intruder drill within the first thirty (30) days of school in coordination with local law
23 enforcement.³

24 **AED DRILLS**

25 Any school with an AED shall conduct a CPR and AED drill for school personnel to practice the use of
26 these life saving devices and to evaluate the school's preparedness in the event of a medical emergency.
27 The principal shall be responsible for ensuring the drill occurs.⁵

28 Any school with an AED shall schedule annual AED training for all school personnel. The AED training
29 shall:

- 30 • Teach the use of AEDs;
- 31 • Inform school personnel of the location of AEDs;
- 32 • Inform school personnel of the school's response plan; and
- 33 • Inform school personnel of the members of the school response team.⁴

34 MEDICAL EMERGENCIES/PANDEMIC FLU

35 In the event of medical emergencies, such as a pandemic flu outbreak, school officials shall cooperate
36 and consult with the local and state health departments and other local emergency or healthcare providers
37 in protecting students and the community from further infection. The Director of Schools shall develop
38 procedures for health emergencies in accordance with state law and regulations.⁵

Legal References

1. TRR/MS ~~0520-01-02-.30(2)~~~~0520-01-03-.03(15)~~
2. TCA. § 68-102-137 (b), (f)
3. TCA § 49-6-807
4. TCA § 68-14-401. et seq.
5. TCA §§ 49-2-122(b). 68-140-404 Tennessee Department of Health Pandemic Influenza Response Plan,

Cross References

- Emergency Closings 1.8011
Community Use of School Facilities 3.206

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Issued Date: 09/24/19
		Rescinds:	Issued: 05/10/16

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

2 **NUMBER**

3 The Board is composed of seven (7) members.¹

4 **QUALIFICATIONS**

5 Members of the Board shall have been residents in the City for at least one year prior to election and
6 shall be at least 25 years of age at the time of such election.² Members shall be elected on a non-
7 partisan basis, and shall be citizens of recognized integrity, intelligence, and ability to administer the
8 duties of the office.¹ To qualify as a candidate, an individual must show proof of graduation from high
9 school or receipt of a G.E.D.[®] or HiSET[®].³

10 **TERMS OF OFFICE**

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

12 **VACANCIES**

13 Vacancies shall be declared to exist on account of death, resignation, removal from the city or school
14 district,⁴ or through due process proceedings based on allegations of misconduct.⁵

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

7

Legal References

1. TCA 49-2-201(a)(1)
2. Murfreesboro City Code § 25-2
3. TCA 49-2-202(a)(4)
4. TCA 49-2-202(e)(2)
5. TCA 8-47-101
6. TCA 49-2-202(e)(1)
7. TCA 6-53-106

Cross References

Murfreesboro City School Board			
Monitoring: Review: Annually, in September	Descriptor Term: Tobacco-Free Schools	Descriptor Code: 1.803	Issued Date: 02/28/17
		Rescinds: STU35	Issued:09/12; 01/13

1 All uses of tobacco and tobacco products, including smokeless tobacco, electronic cigarettes, vapor
2 devices, and associated paraphernalia are prohibited on all school grounds and in all vehicles that are
3 owned, leased or operated by the district.^{1 2} Smoking shall be prohibited in any public seating areas
4 including, but not limited to, bleachers used for sporting events or public restrooms.³

5
6 District employees and students enrolled in the district's schools will not be permitted to use tobacco or
7 tobacco products, including smokeless tobacco, electronic cigarettes, vapor devices and associated
8 paraphernalia while they are participants –in any class or activity in which they represent the school
9 district.

10
11 The district shall address violations of this policy by students with a set of evidence-based, supportive
12 disciplinary practices that promote reduction of tobacco product addiction and dependence. Any student who
13 uses or possesses tobacco products may be subject to discipline up to and including suspension and a citation by
14 the school resource officer.

15
16 ~~Any student who possesses tobacco products shall be issued a citation by the school principal/resource~~
17 ~~officer.⁴ The Director of Schools, in cooperation with the juvenile court and the local police/sheriffs~~
18 ~~department, is responsible for developing procedures for issuance of the citations which shall include~~
19 ~~the form and content of citations and methods of handling completed citations.~~

20
21 Parents and students shall be notified of this citation requirement at the beginning of each school year.

22
23 Signs will be posted throughout the district's facilities to notify students, employees and all other persons
24 visiting the school of this policy. The following notice shall be prominently posted:

25
26 *Smoking and the use of tobacco products are prohibited on all school property.*⁵⁴

27

Legal References

- 1. 20 USCS § 6083; Section 1042 of the Environmental Tobacco Smoke/Pro-Children Act of 1994
- 2. TCA39-17-1604(6)
- 3. TCA39-17-1604(10)
- 4. ~~TCA 39-17-1505~~
- 54. TCA39-17-1605

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Gifts and Bequests</h2>	Descriptor Code: <h3 style="text-align: center;">2.401</h3>	Issued Date: <h3 style="text-align: center;">10/24/17</h3>
		Rescinds: <h3 style="text-align: center;">BO 28</h3>	Issued: <h3 style="text-align: center;">03/01/11</h3>

1 *General*

2 The Director of Schools is authorized to accept gifts to the school system and may designate others to
 3 accept gifts for particular schools on behalf of the Board.¹ The Board will officially express
 4 appreciation to the donor and all major gifts shall be reported to the Board.

5 In instances where the Director of Schools or their designee doubts the appropriateness or usefulness
 6 of an offered gift, the gift may be declined or the matter referred to the Board.

7 In accepting gifts and donations, the following guidelines shall be followed:

- 8 1. Unless otherwise expressly specified in writing, all ~~All~~ property contributed, given, or
 9 otherwise placed on school premises shall for all intents and purposes be a gift and shall
 10 become school system property subject to the same controls and regulations that govern the use
 11 of other school-owned property.

- 12 2. Contributions of equipment or services that may involve major costs for installation,
 13 maintenance, or initial or continuing financial commitments from school funds shall be
 14 presented by the Director of Schools' office for Board consideration and approval.

- 15 3. Individuals or organizations wanting to contribute supplies or equipment shall consult with
 16 school officials about the feasibility of accepting such contributions.

- 17 4. A list of supplies and equipment which have been contributed shall be reported to the Board by
 18 the Director of Schools' office.

Legal References

1. TCA 49-6-2006(a)

Cross References

- Staff Conflict of Interest 5.601
 Staff Gifts and Solicitations 5.605
 Student Gifts 6.710

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: <b style="text-align: center;">Deposit of Funds	Descriptor Code: <b style="text-align: center;">2.500	Issued Date: <b style="text-align: center;">09/24/19
		Rescinds:	Issued: <b style="text-align: center;">11/28/17

1 *Central Office*

2 All income payable to the school district will be deposited with the ~~county~~-trustee, who will credit it to
3 the appropriate account.

4 *Individual Schools*

5 All money collected at the building level must be cleared through the principal's office.

6 *Deposits¹*

7 The principal shall deposit funds daily if possible, but no later than three (3) days after being received.¹
8 Deposit slips must be completed in duplicate. All checks should be listed individually on the deposit slip
9 or an attached list, itemizing the name of the payer and the amount. The receipt numbers comprising the
10 deposit should be written on the deposit slip. The validated duplicate deposit slip or the duplicate deposit
11 slip with deposit receipt attached should be given to the bookkeeper.

12 Monies collected at the building level must be deposited to one of three bank accounts:²

- 13 1. General School Fund/Restricted Accounts;
- 14 2. School Food Service; and
- 15 3. Savings.

Legal References

- 1. *Tennessee Internal School Uniform Accounting Policy Manual*, Sections 4-4, 6-2
- 2. *Tennessee Internal School Uniform Accounting Policy Manual*, Section 6-1

Murfreesboro City School Board

Monitoring:	Descriptor Term: Covid Sick Leave	Descriptor Code: 5.3021	Issued Date: 09/28/21
		Rescinds:	Issued:

- 1 For the 2021-2022 school year, all part-time and full-time employees will be granted up to eight
- 2 (8) days of paid leave for one occurrence to be utilized if they are required to remain out of work
- 3 due to a confirmed diagnosis of COVID-19 with a positive PCR/Rapid test result administered by
- 4 a MCS nurse or a healthcare provider or a healthcare provider note with diagnosis.
- 5 The conditions stated above are the only conditions that qualify for COVID-19 sick leave.
- 6 This policy is effective as of August 2, 2021 and expires on May 27, 2022.

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="margin: 0;">School Admissions</h2>	Descriptor Code: 6.203	Issued Date: 09/24/19
		Rescinds: STU 3, STU 17	Issued: 07/01/11

1 All children residing inside the corporate city limits of Murfreesboro with parent(s) or legal
 2 guardian(s) and who meet the age requirements designated in Board Policy 6.201 shall be admitted to
 3 the Murfreesboro City Schools.

4
 5 Any student entering school for the first time must present:

6 1. A birth certificate or officially acceptable evidence of date of birth at the time of registration;¹

7 2. Evidence of a current medical examination.² There shall be a complete medical examination of
 8 every student entering school for the first time;

9 3. Proof of address of parent or legal guardian upon initial enrollment; however, proof of residency or
 10 guardianship may be requested at any time.

11 3. Evidence of state-required immunization.³

12 A child whose care, custody and support have been assigned to a resident of the district by a power of
 13 attorney or order of the court shall be enrolled in school provided appropriate documentation has been
 14 filed with the district office.⁴

15 A student may transfer into the school system at any time during the year if the parent(s) or legal
 16 guardian moves their residence into the school system.

17 Immunizations

18 Any required immunization shall not be required if a qualified physician shall certify that
 19 administration of such immunization would be in any manner harmful to the child involved.

20 In the absence of an epidemic or immediate threat thereof, immunization shall not be required of any
 21 child whose parent or guardian shall object thereto in writing on grounds that such immunization and
 22 other preventive measures conflict with the religious tenants and practices of a well-organized
 23 religious denomination whose teaching include reliance on prayer or spiritual means alone or healing
 24 of which he parent or guardian is an adherent or member.

25 Immunizations required of all students are required for ESL students. If there is a child without
 26 documentation (green card) or is homeless, they will be admitted to school in accordance with federal
 27 law. A reasonable length of time will be given for the parent(s) or guardian(s) to obtain
 28 documentation. The Board believes the main goal is to have children in school.

29 Name on Pupil Records

30 The name used on the records of a student entering the Murfreesboro City School System must be that
31 shown on the birth certificate unless evidence is presented that such name has been legally changed as
32 prescribed by law. If the parent insists on using a name other than that shown on the birth certificate,
33 both names shall be placed on the cumulative record.

34 If the parent does not have, or cannot obtain a birth certificate, then the name used on the records of
35 such student will be as shown on documents which are acceptable to the system as proof of date of
36 birth.

37 The name used on the records of a pupil entering the Murfreesboro City Schools from another school
38 system must be the name shown on the records of that school unless the name has been legally
39 changed.⁵

40 Digital Photographic Record of Adult Enrolling Students

41 At the time a child is initially enrolled in school, the principal or principal's designee shall inform the
42 adult individual(s) enrolling the child that school officials confirm the identity of the person removing
43 a child from school during school hours, either by that person's presentation of an acceptable form of
44 identification or by a digital photograph of the adult individual(s) enrolling the child taken by a school
45 official at the time of the child's enrollment. Any adult individual enrolling a student in school shall
46 have the option of having their photograph taken by a school official and having that photograph
47 retained by the school as part of that student's permanent record. The parent(s) or legal guardian(s)
48 would be required to return within a reasonable length of time to provide an official government-issued
49 photo I.D.

50 Parent or Legal Guardian Notice to School of Student Adjudication

51 If a student has at any time been adjudicated delinquent for any offense listed in TCA 49-6-3051(b),
52 the parents/guardians and a school administrator of any school having previously received similar
53 notice from the juvenile court or another source, shall provide to the school principal/designee, the
54 abstract provided under TCA 37-1-153 or TCA 37-1-154 or other similar written information when
55 any such student:

56 (1) Initially enrolls in an LEA;

57 (2) Resumes school attendance after suspension, expulsion or adjudication of delinquency; or

58 (3) Changes schools within this state.

59 This information shall be shared only with school employees who have responsibility for classroom
60 instruction of the student and the school counselor, social worker or psychologist who is developing a
61 plan for the child while in the school, and the school resource officer. Such information is otherwise
62 confidential and shall not be released to others, and the written notification shall not become a part of
63 the student's record.⁶

64 Students Out of City Within Rutherford County

65 Students residing with parent(s) or legal guardian(s) and living outside the city limits but within
 66 Rutherford County may be assigned to a Murfreesboro City school contingent upon available space. Zone
 67 waiver applications must be completed on a yearly basis and are applicable to one school year only
 68 depending on school enrollment, capacity, and the information submitted with the application.
 69 The Board has the authority to limit, adjust, or modify the enrollment as it deems necessary. Once an
 70 out-of-city student has been admitted to a Murfreesboro City school under this provision, the student
 71 shall be allowed to continue to attend a Murfreesboro City school for the remainder of their elementary
 72 school years, provided the student and parents comply with all Murfreesboro City Schools' policies,
 73 rules, and regulations, and administrative directives.

74 Out-of-County Students

74 At the discretion of the Director of Schools or designee, out-of-county students may be assigned to a
 75 City school. Students assigned will be assessed an annual fee as determined by the Board. An out-of-
 76 county student residing with a parent or legal guardian who is a full-time or part-time employee of
 77 Murfreesboro City Schools shall not be required to pay the out-of-county tuition. Out-of-County Zone
 78 waiver applications must be completed on a yearly basis and are applicable to one school year only
 79 depending on school enrollment, capacity, and the information submitted with the application. Once an
 80 out-of- county student has been admitted to a Murfreesboro City school under this provision, the student
 81 shall be allowed to continue to attend a Murfreesboro City school for the remainder of their elementary
 82 school years, provided that the student and parents pay the relevant tuition and comply with all
 83 Murfreesboro City Schools' policies, rules and regulations, and administrative directives.

84 Students from Military Families⁷

84 The Superintendent of Schools shall develop the necessary administrative procedures to ensure that students with
 85 parent(s)/guardian(s) in the armed services are identified and that appropriate and available services are provided
 86 for these students.

87 A student who does not currently reside within the school district shall be allowed to enroll if he/she is a dependent
 88 child of a service member who is being relocated to Tennessee on military orders. To be eligible for enrollment,
 89 the student will need to provide documentation that he/she will be a resident of the school district on
 90 relocation. Within thirty (30) days of enrollment, the parent(s)/guardian(s) of the student shall provide proof of
 91 residency within the school district.

Legal References

1. TCA 49-6-3008(b)
2. TRR/MS 0520-01-03-.08(2)(a);
3. TCA 49-6-5001(c)
4. TCA 49-6-3001(c)(6); TCA 37-1-131(a)(2)
5. TCA 49-6-5106
6. TCA 49-6-3051
7. State Board of Education Policy 2.103; TCA 49-6-301

Murfreesboro City School Board			
Monitoring: Review: Annually, in September	Descriptor Term: Assignment of Students to Schools and Classes	Descriptor Code: 6.205	Issued Date: 09/24/19
		Rescinds: STU 5	Issued: 4/79; 7/01;5/12;4/14 6/16; 9/18

1 **SCHOOL ASSIGNMENT**

2
3 Pupils entering the Murfreesboro City School System will be assigned to the school which services their
4 respective school zone unless the student has been accepted for attendance at a “controlled choice” or open-
5 zoned school.¹ The boundaries of these zones may be adjusted from year to year. An exception made to the
6 above is: Students living outside the city limits may be assigned to schools where space is available pursuant
7 to Board Policy 6.203.

8
9 “Controlled choice” or open-zoned school includes a school with a designated zone but other students may
10 attend if space is deemed available.

11
12 **APPEALS**

13 Parents who are dissatisfied with the assignment of their children may, within ten (10) days after the
14 assignment make application to the Board for a hearing requesting a transfer to another school.² Any
15 appeal for exception to this policy or determination of the proper application of the policy shall be
16 reviewed by a special committee, including at least one (1) Board member, appointed by the Board. The
17 committee shall consider appeals based on a student’s specific curricular and/or documented needs.
18 Principals shall review all specific curricular exceptions annually; when the conditions upon which the
19 exception was granted are not adhered to, the out-of-zone approval shall be revoked. The decision of the
20 special committee regarding appeals is final.

21
22 **ZONE WAIVERS**

23
24 Applications for waivers on school zone requirements must be submitted in writing to the Director of
25 Schools or designee. Zone waiver applications must be completed on a yearly basis and may be for one
26 school year only depending on school enrollment and capacity. The Director of Schools or designee may, in
27 hardship cases, grant waivers on school zone requirements. Students on zone waivers cannot be sent back
28 to their zoned school without approval of the Director of Schools or the Director’s designee.

29
30 In the event the Board decides to close a school’s zone where a student has been attending as a zoned or a
31 zone waived student, the student’s right to attend the school will be forfeited if the student resides outside
32 of the designated school zone or if the student moves to a new residence not listed on the zone waiver form.

33
34 Should the Board need to rezone the district or a school for any reason, the newly designated school zones
35 supersede any zone waiver(s) from prior years.

28
29 **OPEN ZONING**

30
31 Upon recommendation of the Director, each year the Board will approve which schools will be available
32 for open zoning.³ That decision will be based on current and future available space for students, principal
33 recommendation, and any other appropriate consideration needed at that time. If the transfer is granted,
34 the parents or guardians are responsible for transportation of the student to the new school. The student
35 shall maintain satisfactory attendance, behavior and effort to remain in the new school. All out-of-zone
36 transfer requests must be completed on an annual basis and submitted for approval by May 15th. Approval
36 to attend an open-zoned school is valid for one year and is based on school capacity and the information

| 37 submitted with the open zone application.

37

38 **CLASSROOM ASSIGNMENT**

39

40 Principals have the authority and responsibility for assigning students to the individual classrooms within
41 the school.

42

43 Students who enter the system from another school system are to be placed by the principal in the grade
44 and/or level as indicated by records from the former school. If the student's placement is inappropriate in
45 the grade or level assigned, the student may be reassigned by the principal to another grade level. Parents
46 shall be kept advised.

47

48 The principal shall separate an alleged victim of child sexual abuse from an alleged perpetrator if the
49 abuse allegedly occurred while the child was under the supervision or care of the school.⁴ If available and
50 appropriate, a child shall be reassigned if a request is made by the child's parent or custodian and the
51 perpetrator has been (1) substantiated by the department of children's services; (2) adjudicated by a
52 juvenile court to have committed the child sexual abuse; or (3) criminally charged.⁵

Legal References:

1. T.C.A. §§ 49-6-3102, 3103
2. T.C.A. §49-6-3201
3. T.C.A. §49-2-128
4. T.C.A. §49-6-3102(h)
5. T.C.A. §49-6-3102(i)

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Transfers Within the System	Descriptor Code: 6.206	Issued Date: 4/28/20 05/08/18
		Rescinds:	Issued:

1 Zone Waivers

2 During the month of April each year, a parent/guardian may request that their child attend a school
3 within the system other than the one to which the child is zoned.** Applications for waivers on school
4 zone requirements must be submitted in writing to the Director of Schools or designee
5 annually and are applicable to one school year only and are based on school enrollment/ capacity and the
6 information submitted with the application. The Director of Schools or designee shall review such
7 -requests and, if adequate space is available, grant such transfers unless a transfer would be adverse to
8 the best interests of the child or the school system. If granted, the student must provide their own
9 transportation to and from the school.¹ Students on zone waivers cannot be sent back to their zoned
10 school without the approval of the Director of Schools or designee.

11 Except within the first ten (10) days of a school year when a parent/guardian may appeal the assignment
12 of a student to the Board,² after a student has enrolled in one (1) school within the system, they shall not
13 be permitted to transfer to another unless there is a change in residence of the student's parent(s) or
14 guardian(s) outside the area in which the student enrolled. Any exception to this policy must be brought
15 before the Director of Schools for evaluation and decision.

16 Students whose families transfer their residence to another school area after the first month of school
17 may complete the school year at their former school. Students who present evidence that they will move
18 during the school year and who desire to enroll in a new school in the new area may do so with prior
19 written request for a change of school area. The Director of Schools or designee may grant other
20 exceptions to this policy for good and sufficient reasons.

21 Open Zoning

22 Upon recommendation of the Director, each year the board will approve which schools will be available
23 for open zoning. That decision will be based on current and future available space for students, principal
24 recommendation, and any other appropriate consideration needed at that time. If the transfer is granted,
25 the parents or guardians are responsible for transportation of the student to the new school. The student
26 shall maintain satisfactory attendance, behavior and effort to remain in the new school.

27

28 Repeal of Zone Waivers and Out-of-Zone Transfers

29

30 -In the event the Board decides to close a school's zone where a student has been attending as a zoned
31 or a zone waived student, the student's right to attend the school will be forfeited if the student
32 resides outside of the designated school zone or if the student moves to a new residence not listed on
33 the zone waiver form.

34

35 Should the Board need to rezone the district or a school for any reason, the newly designated school
36 zones supersede any zone waiver(s) from prior years.

37

~~3138~~ 3138 ** Not effective in event of federally-mandated desegregation order.

Legal References

1. TCA 49-2-128
2. TCA 49-6-3201
3. TRR/MS 0520-01-03-.03 (11)(a)—(e)

Cross References

Student Assignments 6.205

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Visitors to the Schools	Descriptor Code: 1.501	Issued Date: 09/24/19
		Rescinds: BO 29	Issued: 06/28/16

1 A “visitor” is defined as anyone other than the enrolled students in the school and school employees or officials.
 2 Except on occasions, such as school programs, athletic events, open houses and similar public events; all visitors
 3 shall report to the school office when entering the school and shall sign a log book. In addition, the principal or
 4 principal’s designee shall have the discretion to require an adult visitor to present photo identification at the time
 5 of registration. Authorization to visit elsewhere in the building or on the school campus will be determined by
 6 the principal or designee. Guest passes shall be issued for all persons other than students and employees of the
 7 school system. Visitors shall return to the school’s office before leaving the building, and record their time of
 8 departure in the school’s visitor log

9 In order to maintain the conditions and atmosphere suitable for learning, no other person shall enter onto the
 10 grounds or into the school buildings during the hours of student instruction except students assigned to that school,
 11 the staff of the school, parents of students, and other persons with lawful and valid business on the school premises.
 12 Parent observations of classroom activities must be preapproved by the principal and Director of Schools to ensure
 there is no disruption

to the learning environment and student privacy is protected.

1314
 1415 Persons who come onto school property shall be under the jurisdiction of the site administrator/designee.
 1516 Individuals who come onto school property or who contact employees on school or district business are expected
 1617 to behave accordingly. Specifically, actions that are prohibited include, but are not limited to:

- 1718 • Cursing and use of obscenities;
- 1819 • Disrupting or threatening to disrupt school or office operations;
- 1920 • Acting in an unsafe manner that could threaten the health or safety of others;
- 2021 • Verbal or written statements or gestures indicating intent to harm an individual or property;
- 2122 • Physical attacks intended to harm an individual or substantially damage property; and
- 2223 • Violation of any Murfreesboro City School rules or violation of any federal, state, or city laws,
2324 regulations or rules.

2425 The principal or designee has the authority to exclude from the school premises any persons disrupting the
2526 educational programs in the classroom or in the school, disturbing the teachers or students on the premises, or on
2627 the premises for the purpose of committing an illegal act.¹

2728 The principal shall contact law enforcement officials when the principal believes the situation warrants such
2829 measures.

27
 28 **CENTRAL OFFICE AND ALL OTHER NON-SCHOOL FACILITIES**

29 Except on occasions such as special programs, public meetings, open houses, and similar public events, all
 30 visitors shall use the appropriate entrance and report to the reception desk or designated area when entering the
 31 facility and must sign the visitors’ log during normal office hours. Guest passes shall be issued for all visitors.

Version Date: September 26, 2019

32 Authorization to visit elsewhere in the facility shall be determined by the Director of Schools or the Director's
33 designee.

34
35 The Director of Schools, supervisors, and their designees shall have the authority to exclude from the premises
36 any persons disrupting the work environment at a facility, disturbing the employees in the facility, or
37 committing an illegal act in the facility. The Director of Schools, supervisors, or designees shall contact law
38 enforcement officials when the situation warrants such measures.

Legal References

1. TCA § 49-6-2008; TCA § 39-14-406

Cross References

Section 504 & ADA Grievance Procedures 1.802
Vendor Relations 2.809
Security 3.205
Care of School Property 6.311

2021 Local Education Agency Compliance Report

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

Each LEA must submit this report and, if applicable, the corresponding corrective action plan, to the department by **November 30, 2021**. During completion, an LEA should carefully check the status of its compliance with all federal and state education laws and SBE rules. The department monitors and verifies LEA compliance via multiple data sources (e.g., Education Information System, internal program managers) and will consider those sources in making a final determination of an LEA's compliance. Beginning school year 2021-22, the department is formally reinstating LEA approval classifications as outlined in SBE Rule [0520-01-02-.01](#). Annual compliance report data may inform an LEA's approval classification.

I certify that the LEA is in compliance with all federal and state education laws and SBE rules.

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

LEA:

Director of Schools/Superintendent Name:

Director of Schools/Superintendent **Signature:**

School Board Chair Name:

School Board Chair **Signature:**

Date of School Board Approval:

UPLOAD COMPLETED REPORT TO ePlan BY **NOVEMBER 30, 2021**

(including the corresponding corrective action plan if applicable).

Upload instructions are accessible [here](#).

Appendix A

2021 Noncompliance Corrective Action Plan

Instructions: Below is a screenshot of the corrective action plan template. The actual template, which is provided [here](#) in Word format, includes an example and can also be accessed by downloading and opening this PDF and then clicking the attachment (paper clip) icon in the navigation pane.

Additionally, the current edition of *Commissioner's Update for Directors* includes individual links to the compliance report, corrective action plan template, and ePlan submission instructions.

Area of Noncompliance	Scope and Reason(s) for Noncompliance	Corrective Action Step(s)	Person(s) Responsible	Anticipated Completion Date(s)
T.C.A. § 49-5-413(a) (background checks)	Due to a misunderstanding of T.C.A. § 49-5-413(a) compliance requirements, 104 employees hired prior to 2000 have not been fingerprinted.	<ul style="list-style-type: none"> ▪ Notify the 104 impacted employees and their supervisors of the outstanding requirement and next steps in writing. ▪ Coordinate fingerprinting scheduling, results processing, and related communications. ▪ Notify the TDOE director of LEA approval of compliance plan completion. 	Human Resources Director Human Resources Director Human Resources Director (with director of schools copied)	Oct. 12, 2021 Oct. 13 – Dec. 6, 2021 December 7, 2021

Appendix B

For your convenience, the following is a list of helpful links to state education laws and SBE rules:

Public chapters regarding education passed during the 2021 legislative session:

https://www.tn.gov/content/dam/tn/education/legal/2021_legislative%20report_final.pdf

Current and pending SBE rules:

<https://www.tn.gov/sbe/rules--policies-and-guidance.html>

SBE frequently asked questions:

<https://www.tn.gov/sbe/about-us/frequently-asked-questions.html>

Tennessee Code Annotated:

<http://www.lexisnexis.com/hottopics/tncode/>

If you have questions regarding education laws or SBE rules, please contact the department's deputy general counsel, Lee Danley, at (615) 253-1550 or Lee.Danley@tn.gov.

Schools Federal Projects Fund

22-142-5-CC2
21-R-32

Fiscal Year 2021-2022		BUDGET	AMENDED	AMENDMENT
Account Codes	Description	AS PASSED OR PREV AMENDED	BUDGET	INCREASE (DECREASE)
<u>Revenues</u>				
142 R 47404 000 701	Federal - ARP Homeless 2.0 grant	\$ -	\$ 89,885	\$ 89,885
	Increase in Revenues	\$ -	\$ 89,885	\$ 89,885
<u>Expenditures 701</u>				
<u>Expenditures ARP Homeless 2.0 grant</u>				
142 E 72120 599	Health Services - Other Charges		\$ 1,500	\$ 1,500
142 E 72130 130	Other Student Support - Social Workers		\$ 8,500	\$ 8,500
142 E 72130 201	Other Student Support - Social Security		\$ 540	\$ 540
142 E 72130 204	Other Student Support - Retirement		\$ 1,035	\$ 1,035
142 E 72130 212	Other Student Support - Medicare		\$ 125	\$ 125
142 E 72130 599	Other Student Support - Other Charges		\$ 55,685	\$ 55,685
142 E 72710 312	Transportation - Contracts with Private Agencies		\$ 500	\$ 500
142 E 72710 313	Transportation - Contracts with Parents		\$ 700	\$ 700
142 E 72710 314	Transportation - Contracts with Public Carriers		\$ 300	\$ 300
142 E 73100 422	Nutrition - Food Supplies		\$ 21,000	\$ 21,000
	Increase in Expenditures	\$ -	\$ 89,885	\$ 89,885

CHANGE IN FUND BALANCE (CASH)

MCS received a three-year ARP Homeless 2.0 federal award to address challenges faced by the District's homeless program during the COVID-19 pandemic.

The award of \$89,885 provides funding to meet the needs of students by providing vision exams and eye glasses, social support, clothing, assistance with temporary lodging, registration to ESP after school program, and transportation.

Gene Williams
Reviewed by Finance Director/Finance Manager

10-4-21
Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby W. Duke III</i></u>	<u>10/5/21</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Budget

Murfreesboro (751) Public District - FY 2022 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0

Account Number	Total
71100 - Regular Instruction Program	\$0.00
72120 - Health Services	\$1,500.00
72130 - Other Student Support	\$65,884.82
72210 - Support Services/Regular Instruction Program	\$0.00
72610 - Operation of Plant	\$0.00
72710 - Transportation	\$1,500.00
73100 - Food Service	\$21,000.00
99100 - Transfers Out	\$0.00
	Total \$89,884.82
	Adjusted Allocation \$89,884.82
	Remaining \$0.00

Budget Detail

Murfreesboro (751) Public District - FY 2022 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0

72120 - Health Services - \$1,500.00 ▼

Budget Detail	Narrative Description
Account Number: 72120 - Health Services Line Item Number: 599 - Other Charges Use of Funds: Providing Wrap Around Supports Optional Program Code: Location Code: Murfreesboro (751) Quantity: 1.00 Cost: \$1,500.00 Line Item Total: \$1,500.00	Eye exams and glasses an estimated 125 students FY22, FY23, FY24
Total for 72120 - Health Services: \$1,500.00	
Total for all other Account Numbers: \$88,384.82	
Total for all Account Numbers: \$89,884.82	
Adjusted Allocation: \$89,884.82	

Remaining:

\$0.00

Budget Detail

Murfreesboro (751) Public District - FY 2022 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0

72130 - Other Student Support - \$65,884.82 ▼

Budget Detail	Narrative Description
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 130 - Social Workers</p> <p>Use of Funds: Providing Counseling and Social Wor...</p> <p>Optional Program Code:</p> <p>Location Code: Murfreesboro (751)</p> <p>Quantity: 1.00</p> <p>Cost: \$8,500.00</p> <p>Line Item Total: \$8,500.00</p>	<p>Social worker's support for locating and identifying eligible homeless families and children (3 FTE) \$1,000 each per social worker per summer FY22, FY23, FY24</p>
<p>Account Number: 72130 - Other Student Support</p> <p>Line Item Number: 201 - Social Security</p> <p>Use of Funds: Providing Counseling and Social Wor...</p>	<p>Social security for social workers FY22, FY23, FY24</p>

Optional Program Code:		
Location Code:	Murfreesboro (751)	
Quantity:	1.00	
Cost:	\$540.00	
Line Item Total:	\$540.00	

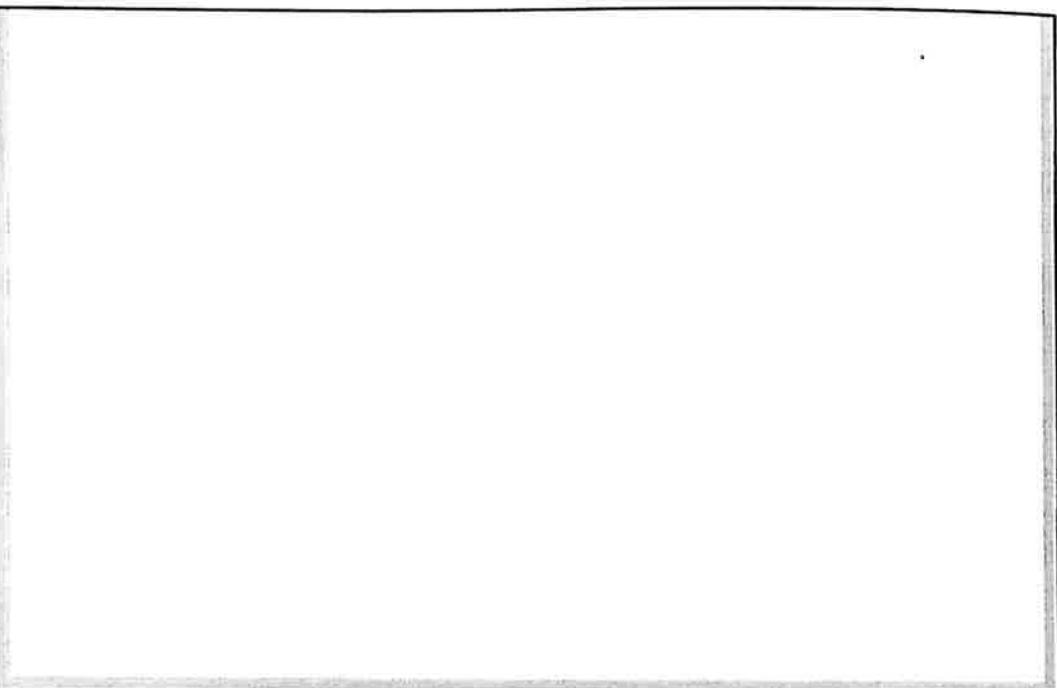
Retirement for social workers
FY22, FY23, FY24

Account Number:	72130 - Other Student Support
Line Item Number:	204 - State Retirement
Use of Funds:	Providing Counseling and Social Wor...
Optional Program Code:	
Location Code:	Murfreesboro (751)
Quantity:	1.00
Cost:	\$1,035.00
Line Item Total:	\$1,035.00

Account Number:	72130 - Other Student Support
------------------------	-------------------------------

Medicare for social workers
FY22, FY23, FY24

Line Item Number:	212 - Employer Medicare
Use of Funds:	Providing Counseling and Social Wor...
Optional Program Code:	
Location Code:	Murfreesboro (751)
Quantity:	1.00
Cost:	\$125.00
Line Item Total:	\$125.00



Account Number:	72130 - Other Student Support
Line Item Number:	599 - Other Charges
Use of Funds:	Providing Short-Term Housing Suppor...
Optional Program Code:	
Location Code:	Murfreesboro (751)
Quantity:	1.00
Cost:	\$32,000.00

Providing lodging not to exceed three (3) days. Estimated amount of students impacted 125.
 FY22, FY23, FY24

Line Item Total:	\$32,000.00	
Account Number:	72130 - Other Student Support	Provide clothing such as, but not limited to, shirts, pants, socks and underwear, shoes, coats. Cost is limited to \$125 per child per year unless there is a greater need in an extenuating circumstance. FY22, FY23, FY24
Line Item Number:	599 - Other Charges	
Use of Funds:	Providing Wrap Around Supports	
Optional Program Code:		
Location Code:	Murfreesboro (751)	
Quantity:	1.00	
Cost:	\$21,000.00	
Line Item Total:	\$21,000.00	
Account Number:	72130 - Other Student Support	Provide support for items such as but not limited to obtaining birth certificates and paying registration for our Extended School Program care FY22, FY23, FY24. Estimated for about 30 students
Line Item Number:	599 - Other Charges	
Use of Funds:	Providing Wrap Around Supports	
Optional Program Code:		

Location Code: Murfreesboro (751)

Quantity: 1.00

Cost: \$2,084.82

Line Item Total: \$2,084.82

Costs for advertising services for homeless families
FY22, FY23, FY24

Account Number: 72130 - Other Student Support

Line Item Number: 599 - Other Charges

Use of Funds: Providing Wrap Around Supports

Optional Program Code:

Location Code: Murfreesboro (751)

Quantity: 1.00

Cost: \$600.00

Line Item Total: \$600.00

Total for 72130 - Other Student Support: \$65,884.82

Total for all other Account Numbers: \$24,000.00

Total for all Account Numbers: \$89,884.82

Adjusted Allocation:

\$89,884.82

Remaining:

\$0.00

Budget Detail

Murfreesboro (751) Public District - FY 2022 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0

72710 - Transportation - \$1,500.00 ▼

Budget Detail	Narrative Description
<p>Account Number: 72710 - Transportation</p> <p>Line Item Number: 312 - Contracts with Private Agencies</p> <p>Use of Funds: Providing Transportation</p> <p>Optional Program Code:</p> <p>Location Code: Murfreesboro (751)</p> <p>Quantity: 1.00</p> <p>Cost: \$500.00</p> <p>Line Item Total: \$500.00</p>	<p>Provide private transportation such as, but not limited to, taxis to school of origin for classes or student activities. Monitoring will be done through the use of a transportation log. Log will document student, school of origin and cost.</p>
<p>Account Number: 72710 - Transportation</p> <p>Line Item Number: 313 - Contracts with Parents</p> <p>Use of Funds: Providing Transportation</p>	<p>Provide transportation by parents/guardians to school of origin for classes or student activities. Monitoring will be done through the use of a transportation log. Log will document student, school and cost. FY22, FY23, FY24</p>

Optional Program Code:	
Location Code:	Murfreesboro (751)
Quantity:	1.00
Cost:	\$700.00
Line Item Total:	\$700.00

Provide public transportation such as, but not limited to, Rover, City of Murfreesboro public transportation, to school of origin for classes or student activities. Monitoring will be done through the use of a transportation log. Log will document student, school and cost. FY22, FY23, FY24

Account Number:	72710 - Transportation
Line Item Number:	314 - Contracts with Public Carriers
Use of Funds:	Providing Transportation
Optional Program Code:	
Location Code:	Murfreesboro (751)
Quantity:	1.00
Cost:	\$300.00
Line Item Total:	\$300.00

Total for 72710 - Transportation: \$1,500.00

Total for all other Account Numbers:	\$88,384.82
Total for all Account Numbers:	\$89,884.82
Adjusted Allocation:	\$89,884.82
Remaining:	\$0.00

Budget Detail

Murfreesboro (751) Public District - FY 2022 - ARP Homeless 2.0 - Rev 0 - ARP Homeless 2.0
 73100 - Food Service - \$21,000.00

Budget Detail	Narrative Description
<p>Account Number: 73100 - Food Service</p> <p>Line Item Number: 422 - Food Supplies</p> <p>Use of Funds: Providing Wrap Around Supports</p> <p>Optional Program Code:</p> <p>Location Code: Murfreesboro (751)</p> <p>Quantity: 1.00</p> <p>Cost: \$21,000.00</p> <p>Line Item Total: \$21,000.00</p>	<p>Provide food for the students through our Backpack Food program for meals when they are not in school. This support will be put in place to help students experiencing homelessness with nutrition when all community services have been exhausted. FY22, FY23, FY24</p>
	<p>Total for 73100 - Food Service: \$21,000.00</p>
	<p>Total for all other Account Numbers: \$68,884.82</p>
	<p>Total for all Account Numbers: \$89,884.82</p>
	<p>Adjusted Allocation: \$89,884.82</p>

Remaining:

\$0.00

October 12, 2021

Memorandum

To: Murfreesboro City School Board Members

From: Ralph Ringstaff

Supplemental Pay for Substitute Teachers

Our sub fill rate for Mondays and Fridays are usually around 55% which is 20% lower than the other days of the week. Our goal is to encourage more substitute teachers to choose to help us out on the days where we experience a higher need for subs. In order to do this, we recommend paying substitute teachers \$10 additional pay for days that they work on a Monday, Friday, or a day before or after a break of two days or more.

We average needing eighty-five (85) substitute teachers on a day before a break of two days or more and sixty (60) substitute teachers on a day returning from a break of two days or more as opposed to needing an average of fifty-five (55) substitute teachers the other three days in the week. The additional cost for each week would be approximately one thousand four hundred fifty hundred dollars (\$1,450).

If we make this effective Friday, October 15, 2021, there are approximately thirty (30) weeks remaining in the school year. This will make the total cost of this recommendation approximately \$43,500 for the 2021-2022 school year.

Approval of Proposal and Agreement for Land Surveying and Civil Engineering Services for Cason Lane Academy Pond

Cason Lane Academy is seeking board approval for the installation of an outdoor pond on their campus as part of their STEM programming. This pond would be similar to the pond currently found on the campus of Erma Siegel Elementary.

The intent is to establish a pond and runoff garden in the back of CLA's property to create authentic learning experiences for students and reverse human impact on local ecosystems.

Learning experiences for students would include using the pond to study wildlife, biomes, structures and functions, human impact, pollution, data collection, etc. There is a direct correlation between outdoor learning experiences and school performance/ health.

Design: With a central depth of approximately 2-3', flexible liner, a sloping side entrance for critters, and built-in seating around the perimeter on the other side, the pond will be conducive to both attracting wildlife and student study.

The City of Murfreesboro's guidelines for construction projects require that anything that is structural, adding new building/structure, changing grading/drainage or includes land disturbance must be designed by engineer or architect.

Funding Available:

Current Grant Funding Available for STEM at CLA: \$16,000

PTO has also allocated \$18,000 towards outdoor learning spaces including a pond.

September 30, 2021

Dr. Caitlin Bullard, Principal
 Ms. Sonya Cox
 Cason Lane Academy
 1330 Cason Lane
 Murfreesboro, TN 37128
 Email: caitlin.bullard@cityschools.net
Sonya.cox@cityschools.net

Re: **Revised** Proposal for Land Surveying and Civil Engineering Services
 Pond Design
 Cason Lane Academy
 Murfreesboro, Tennessee

Dear Dr. Bullard and Ms. Cox:

Thank you for the opportunity to submit this **Revised** proposal for Land Surveying and Civil Engineering Services on the above-referenced project. The following are our proposed fees at this time based on your request:

- Topographic Survey showing two-foot contour intervals _____ \$900.00
 - Site Plans for Pond Design _____ \$900.00
 This fee includes coordination and meetings within Murfreesboro with design team and Planning Commission. Assumes no out-of-town travel.
 - Construction Staking, including calculations, can be provided for an additional
 "not to exceed" fee of _____ \$1,500.00
- TOTAL \$3,300.00

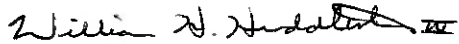
Review fees, traffic studies, and any other additional services which may be required but are not included above will be performed at our standard hourly rates as follows:

Principal	\$170.00/Hr.
Engineer, Surveyor of Senior Planner	\$135.00/Hr.
Landscape Architect	\$140.00/Hr.
Survey Crew (GPS)	\$165.00/Hr.
Survey Crew (Construction Layout)	\$180.00/Hr.
Survey Crew (Other)	\$165.00/Hr.
Technician	\$95.00/Hr.
Technical/Clerical Support	\$75.00/Hr.

Please contact us if you have any questions or comments. We look forward to working with you on this project.

Sincerely,

HUDDLESTON-STEELE ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "William H. Huddleston IV". The signature is written in a cursive style with a horizontal line at the end.

William H. Huddleston IV, P.E., R.L.S.

Accepted: _____

Date: _____

See attached Client Project Services Agreement.

CLIENT PROJECT SERVICES AGREEMENT

Cason Lane Academy
Pond Design
1330 Cason Lane
Murfreesboro, Tennessee

This AGREEMENT is between Cason Lane Academy ("Client") and Huddleston-Steele Engineering, Inc. ("Consultant") for Services to be provided by Consultant for Approximately for Pond Design ("Project"), as described in the Project Information section of Consultant's Proposal dated September 30, 2021 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement.)

- 1. Scope of Services.** The scope of the Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address on Page 3, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney's fees. Consultant may suspend or terminate Services for lack of timely payment without liability to Client in connection with such suspension or termination.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries made or intended. Reliance upon Services and any work product is limited to Client, and is not permitted as to third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon Client, however Client understands that such reports will be strictly for informational purposes and not for reliance and that reliance by any third party will not be granted until those third parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee. Client also acknowledges that such third party disclosures for reliance could create an issue of conflict of interest for Consultant and Client hereby waives any and all claims of conflict of interest as Consultant, Consultant's employees or sub-consultants or subcontractors as to any disclosure to a third party for informational or reliance purposes.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL MAXIMUM AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND CONSULTANT'S SUBCONSULTANTS AND SUBCONTRACTORS AND THE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES AND CLIENT PROJECT SERVICES AGREEMENT**

CLIENT PROJECT SERVICES AGREEMENT

Cason Lane Academy
Pond Design
1330 Cason Lane
Murfreesboro, Tennessee
Page 2 of 3

EMPLOYEES OF ALL OF THE FOREGOING) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, STATUTORY, CONTRACTUAL OR EQUITABLE CONTRIBUTION OR INDEMNITY OBLIGATION OR ANY OTHER THEORY OF RECOVERY.

- 7. CORRECTIONS AND INTERPRETATIONS. APPARENT ERRORS, DISCREPANCIES OR OMISSIONS IN THE CONSULTANT'S WORK SHALL BE BROUGHT TO THE ATTENTION OF THE SURVEYOR OR ENGINEER IMMEDIATELY AFTER BEING DISCOVERED. THE SURVEYOR OR ENGINEER SHALL BE PERMITTED TO MAKE CORRECTIONS AND INTERPRETATIONS AS MAY BE DEEMED NECESSARY FOR THE FULFILLMENT OF THE INTENT OF THE WORK. ANY REMEDIATIONS PROPOSED BY ANY ONE OTHER THAN THE SURVEYOR OR ENGINEER SHALL FIRST BE REVIEWED BY THE SURVEYOR OR ENGINEER.**
- 8. Indemnity/Statue of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and **no duty to defend is hereby created by this indemnity provision** and such duty is **explicitly waived** under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity, or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 9. Standard of Care.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATED TO CONSULTANT'S SERVICES AND CONSULTANT EXPRESSLY AND FULLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 10. Insurance.** Consultant represents that it now carries, and will continue to carry; (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occurrence/\$2,000,000 aggregate); (iii) automobile liability insurance (\$1,000,000 Bodily injury and Property Damage combined single limit); and (iv) professional liability insurance (2,000,000 claim/aggregate). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 11. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 12. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion of a registered, independent, and reputable engineer, or land surveyor licensed in the jurisdiction in which the work in question was performed that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which the parties shall submit the dispute to mediation, with the mediator's fees to be split evenly between the parties. Should the parties not resolve the dispute in mediation, either party may submit the dispute to litigation in a court of competent jurisdiction in middle Tennessee. This Agreement shall be governed by and construed according to Tennessee law.
- 13. Documents.** Work product, such as reports, logs, data, notes, photographs, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices. Upon Client's request, Consultant's work product may be provided via electronic media. By such request, Client agrees that the written copy retained by Consultant in its files shall be the official base document.

CLIENT PROJECT SERVICES AGREEMENT

**Cason Lane Academy
Pond Design
1330 Cason Lane
Murfreesboro, Tennessee
Page 3 of 3**

Consultant makes no warranty or representation to Client that the magnetic copy is accurate and complete, but will correct in good faith any omissions or errors brought to Consultant's attention by Client. Any modifications *or reuse* of such electric copy by Client or others shall be at Client's risk and without liability to Consultant, and Client shall indemnify and defend Consultant from any claims, liabilities, or damages arising out of any modification or reuse of any of Consultant's work product. Such magnetic copy is subject to all other conditions of this Agreement. Documents, reports, tests, information and communications from Consultant to Client or Client's designees are to be used only relating to the specific project/site to which they relate and may not be re-used for other projects or sites without express written consent from Consultant; any unauthorized re-use is at Client's or the recipient's sole and exclusive risk and is without liability as to Consultant, its related companies, its sub consultants or subcontractors, or the officers, directors, employees, agents, representatives, members, managers or shareholders of all of the foregoing. Consultant may rely upon information provided to Consultant by or on behalf of Client or third parties without any duty to independently verify the accuracy or completeness or currency of same, and Consultant shall have no liability to Client arising from any deficiency of such information.

14. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision of health and safety precautions for any other parties, including Client, Client's contractors, and subcontractors, or other parties present at the site.

15. Unforeseen Circumstances. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing Consultant's services. If this occurs, Consultant will promptly notify and consult with Client, but will act based on Consultant's sole judgement where risk to Consultant's personnel, the public or where professional duties to disclose hazards or conditions are involved. Possible actions could include: **(A.)** Complete the original Scope of Services in accordance with the procedures originally intended in Consultant's Proposal, if practicable in Consultant's judgement; **(B.)** Agree with Client to modify the Scope of Services and the estimate of charges to include assessment of the unforeseen conditions or occurrences, with such revision agreed to in writing; **(C.)** Terminate the services effective on the date specified by Consultant in writing; **(D.)** Disclose information to regulators or government authorities when required by statute or professional canons of ethics.

16. Survival. All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and Consultant shall survive the completion of the services and termination of this Agreement.

17. Severability. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

CLIENT

Firm name: _____

Authorized by: _____ Date: _____

Print name: _____ Title: _____

Address: _____ Telephone no.: _____

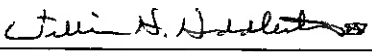
City and state: _____ Zip: _____ Fax no.: _____

E-mail address: _____ Cell no.: _____

CONSULTANT

Firm name: Huddleston-Steele Engineering, Inc. (H-S)

Firm address for notifications: 2115 N.W. Broad St., Murfreesboro, TN 37129

H-S approval by:  Date: 9/30/21

Print name: William H. Huddleston IV, P.E., R.L.S. Title: President

Murfreesboro

City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2021-2022 General Purpose Fund 141
BOE Meeting Date October 12, 2021

22-141-4

Account	Description	Increase	Decrease
141 E 72520 189	Human Resources - Other Salaries	5,000	
141 E 72520 201	Human Resources - Social Security	310	
141 E 72520 212	Human Resources - Medicare	73	
141 E 72520 399	Human Resources - Contract Services	5,000	
141 E 72520 435	Human Resources - Office Supplies	250	
141 E 72520 599	Human Resources - Other Charges		7,633
141 E 72520 701	Human Resources - Admin Equipment		3,000
Total		<u>10,633</u>	<u>10,633</u>

Explanation: To increase Other Salaries and related benefits for additional coverage needed for employee extended absences.
This transfer also includes funds needed to upgrade to a new application and onboarding system which will be user
friendly for applicants and MCS administrators. The system will also help provide better customer service and be
more efficient for MCS personnel. Available positions posted on the MCS website will automatically be sent
across the country.
The increase in these line-items is funded through savings in Other Charges and Administrative Equipment.

Kim Williams 10/1/21
 Reviewed by Finance Director/Finance Manager

10/1/21
 Date

Approved	<input checked="" type="checkbox"/>	<u>Troy Duke</u> Director of Schools	<u>10/1/21</u> Date
Declined	<input type="checkbox"/>		



STATEMENT OF WORK

Project Name:	Murfreesboro City Schools-05.2021-Webex Calling	Seller Representative: Josh Savage +1 (312) 705-3347 joshsav@cdw.com
Customer Name:	MURFREESBORO CITY SCHOOL	
CDW Affiliate:	CDW Government LLC	
Date:	July 29, 2021	Solution Architect: Jeff Bouwkamp
Drafted By	Andy Grozier	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and MURFREESBORO CITY SCHOOL (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

Project Scope

Customer seeks assistance in the planning, implementation, configuration, and validation of a Cisco Webex Calling solution.

The following are a part of this project:

- Cisco Webex Calling Implementation Services.

Cisco Webex Calling Implementation

All work by Seller will be completed remotely. Customer will be responsible for all on-site work for the service locations as directed by Seller engineers. Specifically, Customer will perform station discovery, deploy/place phones/devices, and perform dialing tests.

Seller will perform the following work as part of this project:

- Perform limited network analysis to determine suitability of Customer’s data network for Cisco Webex Calling services and provide recommendations to Customer.
- Provide remote assistance to Customer for station review for users, “common spaces,” and including phone functionality requirements. Existing configuration information from the current Seller hosted unified communication solution will be used to shorten this discovery and design process.
- Configure Customer’s Cisco Webex Control Hub Organization for Cisco Webex Calling features.

- Provision sixteen (16) locations.
- Provision system dial plan features.
- Provision up to one hundred and fifty (150) Direct Inward Dial (DID) numbers.
 - One hundred and fifty (150) existing numbers to be ported from existing PSTN provider to the new PSTN provider.
- Configure up to nine hundred and ninety-three (993) users/devices for Webex Calling services. This includes common area and analog devices.
 - If necessary, import users to Webex Control Hub based on station review information, and assign Webex Calling licenses.
 - Configure one (1) line per user/device with Direct Inward Dial (DID) phone number and/or an extension.
 - Configure Class of Service (CoS) selection.
 - Provision voicemail boxes for users.
 - Generate one (1) activation code per user/device, if necessary, for use with an IP phone.
 - Provision/Configure basic call functionality which includes dial tone, long-distance dialing, voicemail access, call transfer, call hold, call forward no answer, call conferencing, and inter-location dialing.
- Provision system voicemail features including:
 - Remote voicemail access.
 - Voicemail-to-email.
- Configure the following features:
 - Up to sixteen (16) Auto Attendants.
 - Up to sixteen (16) Schedules.
 - Up to thirty-two (32) total Hunt Groups or Call Queues.
 - Thirty-two (32) Paging Group.

Training

Knowledge Transfer and Administration Training

Seller will provide up to four (4) hours of on-site training and knowledge transfer on Cisco Webex Calling for up to five (5) Customer staff members.

End-User Training

Seller will provide one (1) “Train the trainer” session for up to eight (8) customer staff. Customer will then use documentation and training provided during the train the trainer session to provide training to remaining staff.

Customer Responsibilities

1. Unpack, assemble, and place each new telephony device (phone) in its final location, connect it to the network, power it up to accept a Cisco Webex Calling activation code, enter the appropriate activation code, and ensure the device registers to Cisco Webex Calling with the appropriate user information as captured in the station review.
2. Activate (register) up to nine hundred and ninety-three (993) Cisco 78XX/88XX IP phones.
3. Completing all on-site work for the services locations as directed by Seller engineer.
4. Performing station discovery.
5. Performing dialing tests.
6. Providing network diagrams and device configuration files (show tech) for the Cisco Webex Calling data path.

7. Performing network assessment under direction of Seller engineer(s).
8. Providing cabling and performing any necessary cabling work.
9. If custom Auto Attendant prompts are desired, then:
 - a) Providing prompt audio electronically, in a specific .wav format as required for Webex Calling.
10. Providing the station locations for the proposed Webex Calling solution.
11. Providing information about pre-existing Customer Provided Equipment (CPE), and any pre-existing phone system model, features, software and hardware releases, available interfaces and specifications, dial plan, cable distances, and routes between the phone system and data equipment.
12. When requested by Seller, providing Customer's building layout, including the floor plans, cabling, and power locations for all applicable sites.
13. Mutually scheduling with Seller, the remote site survey with each Customer site contact.
14. Providing current network diagrams listing existing size, capacity, utilization, busy-hour voice, and data traffic requirements for all current network facilities to be utilized in the Webex Calling solution.
15. Identifying and/or procuring all third-party networking equipment impacted by the Webex Calling implementation.
16. Providing a list of users to be granted administrative access privileges and defining the Webex Calling system administration and securities policies.
17. Confirming the completeness and accuracy of the information provided to Seller during the station review process. All design and station changes that need to be made as a result of incomplete or inaccurate station review or dial plan information may result in changes to the project fees.
18. Providing network capacity based on performance objectives and traffic volumes.
19. Ensuring attendance of staff members to scheduled training session(s).
20. Providing room(s) for end-user training classes.
21. Providing materials and equipment such as a PC, projector, and white board for use during training sessions.
22. Notifying your staff of training schedule and location(s).
23. Providing a Customer staff member or members to be trained as trainers if applicable.
24. Providing end-user training sessions for the remainder of your employees as required.
25. Providing the IP telephones for training.

Assumptions

1. Customer does not need any additional advanced features such as Auto Attendants, Call Park, Hunt Groups, Call Pickup, and Paging, beyond the quantities included in this SOW.
2. All configuration work will be performed remotely.
3. Customer's data network conforms to Cisco Webex Calling requirements and passes a Cisco Media Test.
4. All naming conventions will be defined before implementation and configuration of Webex Calling.
5. It is a recommended best practice that any alarm system lines, elevator phone lines, commercial power/HVAC system monitoring lines, and any other critical service lines connect directly to the Public Switched Telephone Network (PSTN). Critical service lines should not route through any on-premise or cloud PBX solution.
6. Customer will provide or acquire all necessary Cisco Webex Calling licensing necessary to implement the solution.
7. Customer workstations and/or devices must meet minimum requirements as specified by Cisco.
8. Voice/video over the Internet will be best effort service.
9. Customer number porting, if required, will take place during one single cutover event.
10. Customer will provide end user training documentation.
11. Seller will complete the voice cutover and post cutover first day support remotely.
12. Local Area Network will provide at least 15.4 watts of power (PoE Class 4) per port for IP phones.
13. Adequate end to end bandwidth and QoS is in place across the LAN, WAN, Internet and WLAN to support Webex Calling traffic, including call signaling, voice media and video media.
14. Proper facilities and cabling are in place or will be in place prior to installation of new equipment.
15. All copper cabling has been extended to end stations and is at least category 5e.
16. The proposed Customer sites are ready for equipment installation, and Customer has ensured completion of any power, UPS, Rack, air conditioning, circuit installation, or other necessary preliminary work prior to the implementation team's arrival.

17. Customer has ensured testing of any live circuits intended for connection to the equipment and ascertained that such circuits are suitable to carry network traffic.
18. Customer has accepted delivery of all equipment and, where required, subsequently installed power rails and circuit breakers in cabinets, connected them to an appropriate power source, and tested the power to ensure its capability for supplying the equipment to be installed.
19. Customer will provide PoE switches with sufficient capacity, and/or sufficient power outlets and power adapters/bricks (if necessary) for all devices.
20. All Seller-provided training sessions will be delivered during standard business hours.

Planning and Discovery

The project will begin with the planning and discovery phase. Key activities that will be completed in this phase include:

1. Project Kickoff – The project team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and equipment access.
2. Discovery – The project team will perform a remote survey of selected Customer sites to evaluate and document existing data network infrastructure, physical facilities, telecommunications infrastructure, and representative station reviews.
3. Requirements Gathering – The project team will remotely conduct interviews with selected Customer staff to understand and document telephony feature and function requirements.
4. Project Planning – The project team will develop project planning documents including a project plan which includes timelines, tasks, and resource assignments.

The planning and discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This SOW is subject to revision pending the discovery portion of the engagement.

Design

The design phase is a critical step in the project. During the design phase, Seller staff will determine, document, and review the system build and configuration. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis – The project team will review information gathered during discovery, review the new hardware configurations, and review Seller best practices in order to develop baseline design information.
- Document Design – Seller staff will lead an effort to develop a final design custom to Customer. This will be an interactive process between Seller engineers and Customer staff, as tradeoffs in design decisions, implementation impacts and issues, and the final selection of features for implementation are discussed. This will include Seller recommendations for changes to existing network infrastructure.
- Design Review – The design principles will be documented, and a final design review will be conducted with all technical stakeholders and project sponsor. At the final design review, an overview of the technical design document will be presented for discussion, and a walk through of the configuration templates will be used to map design criteria to configurations. The design review will be used as both an educational tool, and a forum for transferring knowledge to staff performing implementation activities.
- Customer Design Acceptance – Customer stakeholders will sign-off on (“accept”) the final design. Any design changes after sign-off shall be considered out of scope and may require a change order and related changes to the time and materials necessary to complete the project.

Implementation and Testing

During the implementation and testing phase, Seller staff will configure and test the solution per the design for this project. The project team will execute a defined test plan to verify implementation and configuration of the hardware and software and to test specific functionality. Seller will also document the system configuration before turning the system over to Customer.

Customer Responsibilities

1. Procuring and providing the equipment and Webex Calling licensing required.
2. Receiving the equipment, inventorying, and recording serial numbers and MAC addresses.
3. Unpacking, assembling, placing, and testing all endpoints.
4. Participating in the test plan as per instructions provided by Seller.
5. Providing shipping addresses for each site along with contact names for shipment to Customer's specified locations if required.
6. Coordinating with telecommunications provider to order and schedule appropriate telecommunications circuits per the design specifications and project plan.

Cutover and First Day of Service

1. Once the system implementation activities as defined in the previous sections are complete, production cutover to the new system will take place. Seller will monitor the production system, and track and resolve incidents for up to four (4) hours. Subsequent support beyond this budgeted amount will be considered out of scope and billable on a time and materials basis.
2. Once the new Webex Calling system is in production and first day issues have been resolved, Customer will move into a Post-Cutover support phase. Customer will assume full responsibility for all future support of the solution unless a support agreement is in place.
3. Customer will either transition to Seller's day 2 support organization or inform Seller, in writing, if choosing to support the system without a Seller day 2 support plan.
4. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
5. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, Seller's team may temporarily disengage until the manufacturer is able to resolve the bug.
6. Seller will assist with investigating and troubleshooting call quality issues within the equipment implemented and configured by Seller. If the issue is believed to be outside of Seller-implemented and configured equipment, Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment. Note: Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.
7. Seller will provide remote guidance to Customer to test the ability to dial 911 from each site.
8. Customer will schedule the FOC ("port") date, as mutually agreed, if necessary.
9. Customer will perform 911 testing under guidance from Seller.

Post-Cutover Support

1. Customer will decide on day-two support options provided by Seller. If a Seller-provided day-two support option is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.
2. Seller will transition support documentation to either a Seller day-two support team, or Customer system administration staff.
3. If a Seller-provided support contract is chosen, a transition meeting will take place with =Seller support team.

Approval Criteria

The following is a list of the approval criteria for this project:

1. Cisco Webex Calling provisioned and configured.
2. Knowledge Transfer provided to Administrators.

Project Closure and Completion

1. A project closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.
2. Hand-over of test acceptance items and completion of the test plan constitutes a completed project.

General Responsibilities, Assumptions, and Out of Scope

Customer Responsibilities

1. Providing all hardware and cabling required for implementation.
2. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
3. Connecting all equipment to power sources.
4. Connecting all equipment to appropriate network switches.
5. Providing Seller access to all locations that require hardware to be implemented.
6. Providing keyboards, mice, and monitors for all servers.
7. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
8. Providing the station locations and the IP addressing and subnet mask plan for the proposed solution.
9. Providing information about Customer Provided Equipment (CPE), and the phone system model, features, software and hardware releases, available interfaces and specifications, dial plan, cable distances, and routes between the phone system and data equipment. This information should be provided for the existing and planned telephony requirements.
10. When requested by Seller, providing Customer's building layout, including the floor plans, cabling, and power locations for all applicable sites.
11. Providing all information regarding call flows within and outside of any contact centers.
12. Providing current network diagrams listing existing size, capacity, utilization, busy-hour voice, and data traffic requirements for all current network facilities to be utilized in the solution.
13. Identifying and/or procuring all third-party software and equipment impacted by the Webex Calling solution.
14. Providing a list of users, security levels, and access privileges, and define the Webex Calling system administration and securities policies, and any other special requirements to be configured in the equipment.
15. Confirming the completeness and accuracy of the information provided to Seller during the station review process. All design and station changes that need to be made as a result of incomplete or inaccurate station review or dial plan information may result in changes to the project fees.
16. Providing enough network capacity based on performance objectives and traffic volumes.
17. Providing personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
18. Making available an appropriate Customer technical contact for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where project related equipment resides.
19. Providing current Cisco maintenance contracts covering all of the Cisco hardware and applications. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a support contract are considered out of scope and will be billed separately at standard hourly rates.
20. Deploying certificates to End-User workstations and mobile devices as required and determined during the planning phase.

21. Completing any Seller-provided documents/spreadsheets with user and phone information in the manner requested by Seller's engineers for proper importation.
22. Providing required bandwidth and latency for the solution.
23. Providing Seller Engineer(s) with remote VPN access.
24. Scheduling the FOC ("port") date, as mutually agreed, if necessary.
25. Performing 911 testing under guidance from Seller.

Assumptions

1. The current network is functioning properly (no adverse conditions).
2. The current Microsoft environment is functioning properly (no adverse conditions).
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
5. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
6. If any lift equipment is required to mount hardware, Customer will provide the proper equipment and personnel to operate and help mount the hardware in a safe manner.
7. All WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.

Out of Scope

Tasks outside this SoW include, but are not limited to:

1. Implementation and testing of cabling.
2. Physically mounting phones/devices including ATAs.
3. Analog cabling termination.
4. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
5. Implementation, configuration, and testing as a result of design changes.
6. Workstation and server connectivity testing.
7. Any other Cisco Webex Control Hub Organization configuration beyond configuration of Cisco Webex Calling features and importation of users to be configured with Calling features.
8. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this SOW.
9. Firewall/LAN access control list configuration.
10. LAN/WAN configuration work including but not limited to QoS, VLANs, etc.
11. Placing or testing any phones/devices including but not limited to user and/or common space areas.
12. Integration with any third-party PBX or voicemail system.
13. Extended network troubleshooting to support Webex Calling.
14. Voice prompt recording - Seller employees shall not be used for any voice prompt recording.

Services not specified in this SoW are considered out of scope and will be addressed with a separate SoW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Bill of Material	List of Components Utilized in Project	PDF

Item	Description	Format
Design Workbook	Documentation of Preliminary Implementation	PDF
Test Plan	Executed Test Plan	PDF
Training Material	Training documentation	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller's project change control process will be utilized.

Project Closure. Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main POC to customer, if requested
- Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$79,300.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 390 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
UC Engineer – Per Hour	\$205.00	325	\$66,625.00
Project Manager – Per Hour	\$195.00	65	\$12,675.00
Estimated Totals		390	\$79,300.00

EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

SPECIAL TERMS FOR E911 EMERGENCY CALLING

Seller and Customer agree to the additional Terms specified on the attached Exhibit (“Special Terms for E911 Emergency Calling”).

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

MURFREESBORO CITY SCHOOL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Location(s)	Address
Murfreesboro City Schools	2552 S Church St, Murfreesboro, TN 37127

EXHIBIT B

SPECIAL TERMS FOR E911 EMERGENCY CALLING

1. Seller adheres to Seller's internal policies and procedures with respect to the configurations of telephone systems that it sells, installs, manages and/or operates ("**Telephone Systems**"). These internal policies and procedures are designed to maintain Seller's compliance with applicable law. From time to time, Customer may request that Seller make a particular configuration change that does not align to Seller's policies and procedures. In these cases, Seller reserves the right to refuse to make such configuration changes, in its sole discretion, and Customer acknowledges and agrees that Seller will have no obligations or liability to Customer (and Customer shall have no rights or remedies) with respect to Seller's decisions in these matters. In addition, from time to time, to remain in compliance with applicable laws, Customer may need to make a particular configuration change or purchase add-on components to a Telephone System. In these cases, Customer agree to make such configuration changes, and purchase and implement such add-on components, in a timely manner as required by applicable law. You further acknowledge and agree that: (i) it is Customer's responsibility to make any necessary additional purchases in order to comply with law (whether identified by Seller or not); and (ii) a Telephone System is capable of complying with law, even if in order to so comply, Customer must separately purchase an add-on component.
2. Customer acknowledges and agrees that Seller does not monitor Customer's changes to the Telephone Systems to ensure they comply with law, and Customer is solely responsible for any violations of law, third party claims or damages resulting from the changes that Customer makes (or fails to make). Company shall promptly notify Seller, in advance, of any changes that it intends to make to the Telephone Systems that may adversely affect the legal compliancy of the Telephone Systems' (or the operation or management thereof) and CDW reserves the right, in its sole discretion, to terminate this SOW in the event that CDW determines, in its sole discretion, that the changes would adversely affect CDW's ability to comply with law. In the event that Seller exercises such termination right, Seller shall have no liability as a result of such termination and Customer shall promptly pay to Seller all fees owed for products and services delivered prior the effective date of termination.
3. Customer acknowledges and agrees that it is solely responsible for ensuring its compliance with applicable laws, including, without limitation, with respect to the purchase, installation, configuration, management and operation of its Telephone System, and that Seller has not (and will not) provide Customer with legal advice. Seller is not responsible for, and disclaims all liability for, Customer's violation of applicable laws.
4. To the extent permitted by Tennessee law, Customer agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to changes that Customer makes to the Telephone Systems or Customer's failure to make changes required by Seller or applicable law.
5. In the event that Customer instruct Seller to configure a Telephone System such that the Telephone System does not transmit a notification to a central location at the facility where the system is installed or to another person or organization, Customer represents and warrants that it is requesting this because an upgrade to the core system, substantial updates to the software, or upgrades requiring a significant purchase would be required in order for Seller to configure the Telephone System such that it does transmit a notification to a central location at the facility where the system is installed or to another person or organization. Customer acknowledges and agrees that Seller will have no liability to Customer (and Customer shall have no rights or remedies) with respect to Customer's instructions in this respect. Customer further agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to Customer's instructions in this respect.
6. Customer agrees that its obligations under the foregoing Sections 1 through 5 are not subject to any limitations on the type or amount of Customer's liability to Seller, including, without limitation, any limitations on Customer's liability: (i) that might be set forth in any agreement entered into by and between Customer and Seller; or (ii) that might otherwise apply to this SOW or a purchase that relates to this SOW.

QUOTE CONFIRMATION



DEAR APRIL ZAVISA,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MGWJ690	7/30/2021	FUSION 5YR	2157959	\$51,125.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SINGLEWIRE ONE-TIME ONBOARDING FEE Mfg. Part#: SS-CPF Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog (081419#CDW)	1	6365914	\$1,750.00	\$1,750.00
SINGLEWIRE INFORMACAST FUSION Mfg. Part#: SSF-USR Base Subscription up to 250 InformaCast Fusion Users TERM 5 Year(s) Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog - Software (081419-CDW)	1	6276442	\$14,825.00	\$14,825.00
SINGLEWIRE INFORMACAST FUS EP ADD Mfg. Part#: SSF-EPA 750 InformaCast Fusion IP Phone Endpoint Add-Ons TERM 5 Year(s) Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog - Software (081419-CDW)	1	6283280	\$30,500.00	\$30,500.00
SINGLEWIRE INFORMACAST FUS EP ADD Mfg. Part#: SSF-EPA 100 InformaCast Fusion IP Speaker Endpoint Add-Ons TERM 5 Year(s) Electronic distribution - NO MEDIA Contract: Sourcwell 081419-CDW Tech Catalog - Software (081419-CDW)	1	6283280	\$4,050.00	\$4,050.00

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

PURCHASER BILLING INFO	SUBTOTAL	\$51,125.00
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Billing Address: MURFREESBORO CITY SCHOOL ACCTS PAYABLE 2552 S CHURCH ST MURFREESBORO, TN 37127-7135 Phone: (615) 893-2313 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$51,125.00
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: MURFREESBORO CITY SCHOOL APRIL ZAVISA 2552 S CHURCH ST MURFREESBORO, TN 37127-7135 Phone: (615) 893-2313 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Phil Oberholtzer	(877) 874-9064	philobe@cdwg.com

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

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Customer Order Form

Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: MURFREESBORO CITY SCHOOL		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 60.00 months *	Subscription Payment: Annual	Auto Renew: Yes

*The term will automatically renew for additional terms equal to twelve (12) months (each a "Renewal Term") unless Customer cancels the Cisco Products and Services as set forth below if Auto Renew is set to "Yes".

Cloud Services Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Services Fee	Initial Subscription Term Total Service Fee
EntW Webex Calling for Education	993	\$ 54.00	User	\$ 53,622.00	\$ 268,110.00
Total Service Fees		\$ 54.00		\$ 53,622.00	\$ 268,110.00
INCLUDED ITEMS					
Flex 3.0 for Education	1	\$ 0.00		\$ 0.00	\$ 0.00
Pro Pack for Cisco Control Hub Entitlement	1192	\$ 0.00	User	\$ 0.00	\$ 0.00
Basic Support for Flex Plan	1	\$ 0.00	Each	\$ 0.00	\$ 0.00
Expressway Rich Media Session (1)	199	\$ 0.00	User	\$ 0.00	\$ 0.00
EA Students for K-12	10000	\$ 0.00	Each	\$ 0.00	\$ 0.00
Webex Calling Entitlement	1192	\$ 0.00	User	\$ 0.00	\$ 0.00
Webex Calling Common Area Entitlement	497	\$ 0.00	User	\$ 0.00	\$ 0.00
Expressway Product Authorization Key (1)	1	\$ 0.00	User	\$ 0.00	\$ 0.00
Prem to Webex Calling - Premises Calling Ent	993	\$ 0.00	User	\$ 0.00	\$ 0.00
Cloud Device Registration Entitlement	1192	\$ 0.00	User	\$ 0.00	\$ 0.00
Messaging Entitlement	11192	\$ 0.00	User	\$ 0.00	\$ 0.00
File Storage Entitlement	223832	\$ 0.00	User	\$ 0.00	\$ 0.00

Initial Subscription Term Total : \$ 268,110.00

Terms:

- 1. TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **AVAILABILITY LEVEL COMMITMENT** - If Customer selects a Cisco Cloud Calling product, including but not limited to Webex Calling or UCM Cloud, Seller extends an availability level commitment of 99.99% subject to certain exclusions and qualifications, which are available upon request. The sole remedy for a failure to meet this commitment will be a prorated credit up to the price paid for the Cisco Cloud Calling product and will be applied for future payables. This availability level commitment will be measured on a given thirty (30) day period and any request for credit must be submitted to Seller in writing within thirty (30) days of failure to meet such commitment.
3. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. Seller will collect applicable sales tax for the Webex service, and if Customer selects a Cisco Calling Plan service Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC the provider of the Cisco Calling Plan.
4. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, including any true-forwards, overage fees, audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee on a periodic basis as set forth above unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, overage, or any other additional fees on a monthly basis. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".
5. **CANCELLATION** - If Customer wants to cancel any of the Cisco Products and Services at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least forty-five (45) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer's notice of cancellation is not received in a timely manner, the Cisco Products and Services will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Subscription Fees and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred prior to cancellation.
6. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
7. **NON-CANCELLABLE/NON-REFUNDABLE** - Except as set forth above, the Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") pursuant to the Cisco end user license agreement, which can be found at the following URL <http://www.cisco.com/go/eula> ("End User License Agreement") and any Product Specific Terms found at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>. Customer further acknowledges: (1) that it has agreed to the Cisco End User License Agreement, and (2) that Cisco or its affiliates and not Seller will be responsible for performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: _____

Name: _____

Title: _____

Date: _____

Version Date: 2021-04-26

CAPITAL IMPROVEMENT PLAN 2021-2026

Project	Location	Funding Source (Approved by City Council 9.15.2021)	FY21 Funding	FY22 Funding	FY23 Funding	FY24 Funding	FY25 Funding	FY26 Funding	Total
Maintenance									
Bleachers	BF, NF, RR, DS, HG, BR & MNE	County Shared Bonds	-	68,540	216,920	-	-	-	285,460
Floor Coverings & Abatement	ES, MNP, DS, HG, RR, MNE, BR & CLA	County Shared Bonds	-	204,800	250,950	444,900	-	-	900,650
Ceiling and Window Replacements	DS, MNE, HG & BR	County Shared Bonds	-	-	-	-	450,650	1,164,890	1,615,540
Concrete Resurfacing	BR, HG & OC	General Purpose Budget	-	-	43,020	-	-	-	43,020
Cooling Tower Replacements	BF, NF, CLA & ES	County Shared Bonds	-	71,140	144,910	75,225	-	-	291,275
Entrance Replacement	NF	Completed	108,000	-	-	-	-	-	108,000
Exterior Door Replacement	RR, DS, HG & BR	CIP FY24 Funding	-	-	-	277,200	-	-	277,200
Gym Floor Refinishing	BF & NF	General Purpose Budget	-	39,030	-	-	-	-	39,030
Gym Curtains/Dividers	OC, ES, CLA, BF, NF, DS, MNE, BR & JP	County Shared Bonds	-	87,390	-	-	-	-	87,390
Parking Lot Seal Coat and Striping	DS, BF, BR, CLA, ES, HG, MNE, MNP, NF, RR, SC, JP, SE & CO	ELC COVID Grant	-	59,010	-	66,665	-	-	125,675
Permeable Pavers (Re-chipping)	HG & OC	General Purpose Budget	-	-	-	40,700	-	-	40,700
Playground Equipment & Surface	MNE, JP, MNP, SC, BR, NF & RR	FY22 and FY23 cost - County Shared Funds. FY24 Cost - CIP	-	445,585	483,290	42,800	-	-	971,675
Ramps for Portables (Aluminum)	RR	General Purpose Budget	-	-	39,365	-	-	-	39,365
Roofs	MNE, BR, HG & RR	County Shared Bonds	990,500	-	-	-	-	-	990,500
Vehicle Replacement - Used vans		FY22 - County Shared Bonds	-	122,435	-	27,435	-	-	149,870
Technology									
Student Computers/Chromebooks		Goal to include in GP budget	-	-	-	710,000	1,065,000	1,065,000	2,840,000
Teacher & Staff Computers		Goal to include in GP budget	-	-	-	385,000	770,000	770,000	1,925,000
Network	% of 1.5 million Erate Grant	CIP	-	-	75,000	75,000	75,000	75,000	300,000
Transportation									
Full Size Buses	See notes below	FY22- County Shared Funds. FY23- FY25 - CIP	-	230,000	345,000	115,000	345,000	-	1,035,000
Special Education Buses		FY23-FY25 - CIP	-	-	115,000	-	115,000	-	230,000
New Transportation Facility		County Shared Bonds	-	-	-	-	-	3,140,900	3,140,900
Totals			1,098,500	1,327,930	1,713,455	2,259,925	2,820,650	6,215,790	15,436,250

The above expenses represent existing needs and does not include significant growth. Considering the historical growth in the City, additional land/building may need to be purchased for an opening in the 2024-2025 school year.

Transportation
FY22-2 Replacement Buses
FY23-3 Replacement and 1 Growth Bus
FY24-1 Growth Bus
FY25-3 Replacement and 1 Growth Bus

*** Funding source updated 10.5.2021

Department	Service Class	Project	Eco Dev	Total Project Cost Estimate	Previous Funding	Other Funding	FY22 Funding	FY23 Funding	FY24 Funding	FY25 Funding	FY26 Funding
Schools	2	Technology - Network		300,000	-	-	-	75,000	75,000	75,000	75,000
Schools	2	Full-Size & Special Education Buses		1,265,000	-	230,000	-	460,000	115,000	460,000	-
Schools	2	New Transportation Facility		6,569,500	-	6,569,500	-	-	-	-	-
Schools	2	Bleachers		285,460	-	285,460	-	-	-	-	-
Schools	2	Floor Coverings & Abatement		900,650	-	204,800	-	250,950	444,900	-	-
Schools	2	Ceiling & Window Replacements		1,615,540	-	-	-	-	-	450,650	1,164,890
Schools	2	Cooling Tower Replacements		291,275	-	216,050	-	-	75,225	-	-
Schools	2	Exterior Door Replacement		277,200	-	-	-	-	277,200	-	-
Schools	2	Gym Curtains & Dividers		87,390	-	87,390	-	-	-	-	-
Schools	2	Playground Equipment & Surface		971,675	-	928,875	-	-	42,800	-	-
Schools	2	Roofs		1,140,500	-	1,140,500	-	-	-	-	-
Schools	2	Vehicle Replacements		122,435	-	122,435	-	-	-	-	-
Department Total				13,826,625	-	9,785,010	-	785,950	1,030,125	985,650	1,239,890