

Board of Education Regular Meeting

May 12, 2026 6:00 PM

MCS Administrative Offices

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Dr. Liz Rueby, principal at Reeves Rogers Elementary, Ms. Sia Phillips, principal at Salem Elementary, and Board Member Jimmy Richardson III.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. PUBLIC COMMENT Procedural Item	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 4-28-26 Board Minutes Consent Item	
B. Approval of Contract-Zearn Summer School Consent Item	
C. Approval of Contract-Daiken HVAC Consent Item	
D. Approval of Omni TSA Plan Administration Amendment Consent Item	
E. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of the 2026-2027 Summer School Budget Action Item	Dr. Trey Duke
B. Approval of Budget Amendment-AALN PreK Action Item	Dr. Trey Duke
C. Approval of Budget Amendment-Stronger Connections Action Item	Dr. Trey Duke
D. Approval of Budget Amendment-Federal McKinney Vento Action Item	Dr. Trey Duke
E. Approval of Contract-ABM Janitorial Services Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Results of Board Self Assessment Information Item	Chair Amanda Moore
B. Review of Board's Five-Year Strategic Plan 2026-2031 Information Item	Dr. Trey Duke
C. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore

VIII. ADJOURNMENT
Action Item

Chair Amanda Moore

MINUTES

Board of Education Regular Meeting

April 28, 2026 6:00 PM

City Hall Council Chambers

<p>CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, David Settles arrived at 6:23 p.m.</p> <p>In attendance: Dr. Trey Duke, Sheri Arnette, Ken Rocha, Don Bartch, Maria Johnson, Angela Fairchild, Daniel Owens, Christy Robinson, Jeremy Lewis, Cathrine Gordon, Erica Shreeve, Ashlee Barnes, Kathy Waldecker, Cynthia Hopkins, Jaci Saunders, Beth Prater, Kim Fischer, Jenny Ortiz, Dr. Dionne McCullough, Ashley Young,</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Amanda Moore
<p>The Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Easton Smith, a 5th grade student at John Pittard Elementary and Delilah Arnold, a 2nd grade student at Bradley Academy.</p>	
<p>Moment of Silence Procedural Item</p>	
<p>APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Amanda Moore
<p>COMMUNICATIONS Information Item May Teacher Appreciation Week is May 4-8, 2026.</p> <p>Murfreesboro City Schools will host Kickoff to Kindergarten on Tuesday, May 12, offering families a welcoming introduction to kindergarten plus on-site registration assistance for the 2026-2027 school year if needed. Registration assistance is available at all school from 9:00 a.m. to 2:00 p.m. (excluding Discovery School). Individual tour times vary by schools. For families needing transportation assistance, translators will be available from 9:00 a.m. to 2:00 pm. at the MCS Central Office, located at 2552 S. Church St.</p> <p>Special Olympics is Monday, May 4th, at MTSU. That is always the best day! The parade begins at 9:45 a.m.</p> <p>The 2026 Hall of Fame Inductees include Dr. Linda Arms Gilbert, Becci Bookner, Cindy Jones, and Susan Gendrich. More information coming soon.</p> <p>Congratulations to Northfield Elementary student Waylon Brooks for earning 1st Place at the Read to Succeed Spelling Bee and to Black Fox Elementary student Brianna Perez Tena for placing 3rd at the spelling bee.</p> <p>Congratulations to the Rutherford County Earth Day Celebration School Poster Contest winners:</p>	Mrs. Sheri Arnette

<ul style="list-style-type: none"> • Grades K-2: <ul style="list-style-type: none"> ○ 2nd Place: Ada Z., Discovery School ○ 3rd Place: Vita, Black Fox • Honorable Mention: Nola V., Overall Creek • Grades 3-5: <ul style="list-style-type: none"> • 1st Place: Amina M., Cason Lane Academy • 3rd Place: Savannah H., Discovery School • Grades 6-8: <ul style="list-style-type: none"> • 1st Place: Mohamed M., Cason Lane Academy • 2nd Place: William JPE • 3rd Place: Colton JPE <p>Also, thank you to Scales Elementary's Steel DeBoro for their feature performance at Earth Day and to the MCS farmers for having an interactive booth at Earth Day.</p> <p>Thank you to Girl Scout Troops 240 and 303 for packing meal bags for our food pantry.</p> <p>Thank you to the Discovery Center for hosting Family Math Night and a special thank you to Ms. Dodd and her student volunteers for helping make our math night run smoothly. The MTSU Dairy also served as a host site for a Saturday family gathering as part of Parent University.</p> <p>Math Madness Competition will take place on May 12 at Patterson Park. Everyone is welcome to join us and watch our students show their math skills.</p> <p>Jr. Chef Showdown will be held Saturday, May 2, beginning at 11 a.m. Please note the change in location to Overall Creek.</p> <p>Thank you to Elder's Ace Hardware for donating soil for our Farm 2 School program.</p>	
Recognition of Board Evaluators-Ms. Lisa Gregory, Manchester City Schools, and Mr. Kevin Townsel, Franklin Special School District Procedural Item	Chair Amanda Moore
Performance by the Overall Creek Choir under the Direction of Cathrine Gordon and Erica Shreeve Song Title: "I've Got Joy" Otto Gross, Jayna Gross, and Abigail Flowers Procedural Item	Dr. Trey Duke
The Best of MCS-Ashlee Barnes Procedural Item	Dr. Trey Duke
The Best of MCS-Kathy Waldecker-Tennessee Education Music Association Outstanding Elementary School Music Educator of the Year! Procedural Item	Dr. Trey Duke
Public Comment Procedural Item	Chair Amanda Moore
CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Chair Amanda Moore
Approval of 4-14-26 Board Minutes Consent Item	

Approval of Surplus Property Disposal Consent Item	
ACTION ITEMS Action Item	Chair Amanda Moore
Approval of Contract-Bus Cameras Action Item Motion to approve Contract-Bus Cameras. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
Approval of Contract-Beacon Audio Systems Action Item Motion to approve Contract-Beacon Audio Systems. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-Recognition of FY26 IDEA High Cost Funds-General Purpose Action Item Motion to approve Budget Amendment-Recognition of FY26 IDEA High Cost Funds-General Purpose. This motion, made by Mr. Butch Campbell and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of Budget Amendment-FY26 General Purpose Interfund Action Item Motion to approve Budget Amendment-FY26 General Purpose Interfund. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke
Approval of 2026-2027 Certified and Classified Salary Chart Action Item Motion to approve 2026-2027 Certified and Classified Salary Chart. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 Motion to increase attendance secretaries individual lines up to 10%. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 6, Nay: 1 Board Member Barbara Long moved to amend the motion to increase attendance secretary pay by up to 10% of the hourly rate, in order to more closely align their compensation with that of school bookkeepers. The motion was seconded by Vice Chair Butch Campbell. Board Member David Settles inquired about the total cost associated with the proposed increase. Dr. Duke responded that the adjustment would result in an estimated additional expenditure of approximately \$40,000. Following discussion, Board Member Jimmy Richardson expressed concern regarding the amendment, noting the difficulty in reconciling the loss of a social worker position and a \$30,000 reduction in professional development funding while proposing an increase for a single position. He stated that, although the employees are deserving, he believed the increase to be fiscally irresponsible given recent reductions by the county commission and increased financial pressures from the state, including unfunded mandates. Mr. Richardson stated he could not support the amendment. Board Member David Settles concurred. Vice Chair Butch Campbell stated his support for the amendment, noting that he had received feedback from all principals in favor of the adjustment. Prior to the vote, Attorney Lauren Bush clarified the amended motion to read: "I move to amend the motion approving the certified/classified salary scale to reflect adjustments to the hourly rate for attendance secretaries on an individualized basis in	Dr. Trey Duke

<p>accordance with the salary schedule, for the purpose of more closely aligning their compensation with that of school bookkeepers, not to exceed 10% of the hourly rate." Board Member Jimmy Richardson moved to approve the amended language, and Board Member David Settles seconded. The motion to amend the language carried unanimously. Board Member David Settles called for the question. No second was required, and there were no objections.</p> <p>A roll call vote was taken: Butch Campbell-Yes Karen Dodd-Yes Barbara Long-Yes Jeanette Price-Yes Jimmy Richardson-No David Settles-Yes Amanda Moore-Yes</p> <p>6 yes's and 1 no-The amended motion passed.</p>	
<p>Approval of 2026-2027 Differentiated Pay Plan Action Item Motion to approve 2026-2027 Differentiated Pay Plan. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 Motion to approve 2026-2027 Differentiated Pay Plan as amended providing a one-time stipend of \$500 to those that remain in the position. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 2 Karen Dodd moved to amend the motion regarding the differentiated pay plan to add that, because sixth grade has been removed from the differentiated pay plan beginning in the 2027-2028 school year after having been included for several years, the Board will provide a one-time stipend of five hundred dollars (\$500) to current sixth grade teachers who remain in a sixth grade teaching position during the 2026-2027 school year. This stipend shall be provided for one year only and shall not be considered recurring compensation.</p> <p>She further encouraged district staff to ensure that all teachers whose positions are included in the differentiated pay plan receive annual notification explicitly stating whether or not their position is included for that school year, and clarifying that any differentiated pay stipend is approved on a year-to-year basis and applies only to that school year unless the Board continues to deem the position hard to fill.</p> <p>There was discussion on the amended motion.</p> <p>Board Member Jimmy Richardson inquired whether other positions had been afforded the opportunity to receive a phase-out stipend once the position was no longer considered hard to fill. Dr. Duke stated that, to his knowledge, no such extensions had been offered during his tenure. Mr. Richardson stated that he could not support the amendment.</p> <p>Board Member David Settles asked for clarification regarding the payment of the stipend. Dr. Duke explained that the one-time phase-out stipend would be issued at the end of the 2026-2027 school year as a single payment of \$500, contingent upon the employee completing the year in a 6th grade teaching position.</p> <p>A roll call vote was taken: Karen Dodd-Yes Barbara Long-Yes</p>	<p>Dr. Trey Duke</p>

<p>Jeanette Price-Yes Jimmy Richardson-No David Settles-No Butch Campbell-Yes Amanda Moore-Yes</p> <p>5 Yes's and 2 No's-the amended motion passed.</p>	
<p>Approval of FY27 General Purpose Budget Action Item Motion to approve FY27 General Purpose Budget-Budget D. This motion, made by Mr. David Settles and seconded by Mr. Butch Campbell, passed. Yea: 7, Nay: 0 Dr. Duke presented Budget D to the Board for approval, noting that this version included the previously approved amendments for increased attendance pay and the 6th grade stipend.</p> <p>Following discussion and questions regarding Budget D, Mr. Jimmy Richardson made a motion to approve an amended version of Budget D to include funding for an additional mental health counselor at an approximate cost of \$90,000, stating that he believed there is no better use of resources than supporting students' needs. The motion was seconded by Mr. David Settles.</p> <p>Ms. Barbara Long inquired about the impact of the proposed amendment on fund balance reserves. Dr. Duke responded that the amendment would require utilizing \$4.72 million of reserves, leaving a remaining fund balance of just under \$19.9 million.</p> <p>Ms. Jeanette Price asked about the current caseloads for mental health counselors. Dr. Duke indicated that he did not have the exact figures at that time but estimated that counselors currently serve approximately 34 students each and stated that he would provide updated data.</p> <p>Ms. Price also inquired about the existence of a waitlist, and Dr. Duke confirmed he would follow up with that information as well.</p> <p>Dr. Duke assured the Board that mental health services would remain in place despite a reduction from five to four therapists, noting that he had worked with Ms. Amanda Adams and Mr. Ken Rocha to develop a plan. Mr. Rocha addressed the Board to further explain the service delivery model and staffing plan for four therapists.</p> <p>Dr. Duke acknowledged the challenges of the current budget year and stated that he would take full responsibility for the recommendation to reduce to four mental health therapists. He further explained that, based on feedback from principals, calm coaches were reassigned to the general purpose budget, as this was identified as a top priority.</p> <p>Mr. Richardson emphasized the importance of distinguishing between programs the district values and those it must prioritize, stating that while he supports current services, he would prefer to retain the fifth mental health therapist, which prompted his motion.</p> <p>Mr. Settles called for the question. With no opposition, Mr. Richardson withdrew his motion to amend Budget D. Mr. Settles seconded the withdrawal. Motion to withdraw the amendment passed with no opposition.</p>	<p>Dr. Trey Duke</p>
<p>Approval of FY27 Federal Funds Budget Action Item Motion to approve FY27 Federal Funds Budget. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	<p>Dr. Trey Duke</p>
<p>Approval of FY27 Extended School Program Budget Action Item</p>	<p>Dr. Trey Duke</p>

<p>Motion to approve FY27 Extended School Program Budget. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 Board Member Jimmy Richardson expressed his appreciation for the Extended School Program, noting that there were no rate increases. He described the program as extraordinary and commended the continued focus on serving students.</p>	
<p>Approval of FY27 School Nutrition Budget Action Item Motion to approve FY27 School Nutrition Budget. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>Approval of FY27 Debt Service Budget Action Item Motion to approve FY27 Debt Service Budget. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>Approval of FY27 21st Century Grant Action Item Motion to approve FY27 21st Century Grant. This motion, made by Mr. Butch Campbell and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>Approval of February Revenue and Expenditure Report Action Item Motion to approve February Revenue and Expenditure Report. This motion, made by Ms. Barbara Long and seconded by Mr. Jimmy Richardson III, passed. Yea: 7, Nay: 0</p>	Dr. Trey Duke
<p>REPORTS AND INFORMATION Information Item</p>	Chair Amanda Moore
<p>Personnel Report Information Item</p>	Dr. Maria Johnson
<p>Enrollment (PTR) Report Information Item</p>	Mr. Ken Rocha
<p>Director's Update Information Item Dr. Duke expressed his appreciation to Daniel Owens, Beth Prater, and the entire Finance Department for their diligence and hard work throughout the budget development process. He also thanked the Board for its input and engagement. Dr. Duke reported that the district completed TCAP testing the previous week, noting that the administration was successful. He recognized Dr. Chris George and all assistant principals for their leadership and support during testing. Dr. Duke shared that feedback from an experienced teacher indicated it was the smoothest testing year to date. Dr. Duke stated that district leadership will now shift focus to third-grade promotion and retention. He reported that TCAP scores are expected during the last full week of May, at which time communication to parents—including letters, phone calls, and virtual meetings—will be initiated. He further noted that third-grade TCAP scores are anticipated to be returned on the afternoon of May 20, with retesting for non-exempt students scoring "approaching" or "below" scheduled for Thursday, May 21, due to the final day of school being Friday, May 22. Additional details will be provided during the Principals' PLC on April 29.</p>	Dr. Trey Duke
<p>OTHER BUSINESS Information Item</p>	Chair Amanda Moore

<p>Board Member Jimmy Richardson concurred with Dr. Duke’s remarks regarding the Finance Department and all individuals involved in the budget development process. He also expressed appreciation for his fellow Board members, stating that he was proud to serve alongside them. Board Chair Amanda Moore echoed these sentiments.</p>	
<p>ADJOURNMENT Action Item Motion to adjourn at 8:14. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0 The meeting adjourned at 8:14 p.m.</p>	<p>Chair Amanda Moore</p>

Director of Schools

Agenda Item Title: Zearn Math Agreement

Board Meeting Date: May 12, 2026

Department: Curriculum and Instruction

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools seeks approval to purchase Zearn Math School Accounts for Summer School 2026 at a total cost of \$45,500.00. Zearn provides a comprehensive, digital math program that supports personalized instruction and promotes mastery of key math concepts in alignment with state standards in Grades K-6.

Staff Recommendation

Approve the purchase of Zearn Math School Accounts for Summer School 2026.

Fiscal Impact

The total purchase price is \$45,500.00. Funding will be provided by the summer school budget.

Connection to MCS's Five-Year Strategic Plan

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



Zearn Master Services Agreement

This Master Services Agreement (the "Agreement") is between Zearn and MURFREESBORO CITY SCHOOL DIST ("Account Holder") in Tennessee for the 2026-2027 school year. The Agreement sets out the terms and conditions with respect to the Services that the Account Holder may receive throughout the school year, as defined below, and incorporates Zearn’s Terms of Use (<https://www.zearn.org/termsfuse>) and Privacy Policy (<http://www.zearn.org/privacy>).

1. Covered Schools and Services

Zearn will provide the following Services to the district/school(s) listed below (“Covered Schools”):

District / School Name	Services
BLACK FOX ELEMENTARY SCHOOL	School Account
BRADLEY ACADEMY OF ARTS	School Account
CASON LANE ACADEMY	School Account
DISCOVERY SCHOOL	School Account
ERMA SIEGEL ELEMENTARY SCHOOL	School Account
HOBGOOD ELEMENTARY SCHOOL	School Account
JOHN PITTARD ELEMENTARY SCHOOL	School Account
MITCHELL NEILSON ELEM SCHOOL	School Account
NORTHFIELD ELEMENTARY SCHOOL	School Account
OVERALL CREEK ELEMENTARY SCH	School Account
REEVES-ROGERS ELEMENTARY SCH	School Account
SALEM ELEMENTARY SCHOOL	School Account
SCALES ELEMENTARY SCHOOL	School Account

2. Fees and Payment

The combined fee associated with the Services above is \$45,500.00 (the “Fee”). The Fee does not include state taxes that may be applicable. Once this Agreement is signed, the Account Holder is responsible for full payment. Zearn will provide Account Holder an invoice with payment due within 30 days of the invoice date. Account Holders who purchase Zearn School Account(s) and On-Demand Professional Development will receive an invoice at the earliest in July 2026 unless an invoice is requested sooner. Account Holders who purchase a live Professional Learning offering will receive an invoice following Zearn’s delivery of Professional Learning Services. Payments are non-refundable.

3. Zearn School Account and On-Demand Professional Development Terms

For Account Holders who purchase a Zearn School Account and On-Demand Professional Development for the 2026-2027 school year, the following terms apply.

3.1. Zearn School Account License Period

Account Holder’s Zearn School Account license begins on the day this Agreement is signed, or if purchased later, on the purchase date, and runs through June 30, 2027.

3.2. Authorization

By purchasing a Zearn School Account and On-Demand Professional Development license, Account Holder represents and warrants that it is an authorized representative of the Covered Schools with permission to enter into this Agreement on behalf of the Covered Schools, inclusive of staff members and students who will utilize the Services. Account Holder understands and acknowledges that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. Account Holder further represents and warrants that it has read, understands and accepts the terms of this Agreement on behalf of Covered School. Account Holder



Agreement-0040461-1
April 14, 2026

Zearn Master Services Agreement

further acknowledges and agrees that it or its designated representatives has the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered Schools and as further described in the Privacy Policy, in accordance with the terms of this Agreement.



Zearn Master Services Agreement

3.3. Privacy

Zearn and Account Holder agree to comply with all applicable federal, state and local laws. In the event Account Holder, or its Covered Schools, are subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Account Holder agree as follows:

(A) Account Holder appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Account Holder represents and warrants that it, or its Covered Schools, has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Account Holder's compliance with FERPA, including operating under the direct control of Account Holder with respect to its use of student information provided by Account Holder or its Covered Schools, teachers or students.

3.4. Data Retention

Upon termination of the Zearn School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Account Holder and its Covered Schools for a period of 180 days for Account Holder's convenience in the event of renewal or reactivation. Account Holder or its Covered Schools may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

3.5. Data Security

Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

3.6. Account Holder Privacy Obligations

Account Holder and its Covered Schools are responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with Zearn School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Account Holder agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

3.7. On-Demand Professional Development License

Account Holder may receive from Zearn a non-exclusive, non-transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

4. Professional Learning Sessions

If Account Holder who purchases Professional Learning sessions ("Professional Learning"), the following terms apply.



Zearn Master Services Agreement

4.1. Scope

The purpose of Professional Learning is to provide comprehensive training to support district and school-based educators and leaders with launching and growing Zearn Math implementation at the classroom, school, and district level. Professional Learning sessions are provided live either on-site or virtually. Professional Learning sessions include all instructional materials needed to fully participate in the training program.

4.2 Rescheduling and Fee Policy

Account Holder may reschedule its training date provided Account Holder gives Zearn written notice at least two (2) weeks prior to the date of on-site training or training sessions over four (4) hours in duration, or seven (7) days prior to the date of virtual training under four (4) hours in duration ("Reschedule Window").

Zearn's training team incurs expenses in preparation for Professional Learning sessions and is not able to absorb these expenses if Account Holder cancels or reschedules outside of the Reschedule Window. For this reason, requests to reschedule made closer to the training date cannot be accommodated by Zearn, and in the event of a cancellation, Account Holder understands and agrees that it remains responsible for the full training fee.

4.3. Force Majeure

If the performance of this Agreement, or any obligation hereunder, except the payment of Fees, is restricted or interfered with by reason of pandemic, fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, inability to procure or obtain delivery of parts, supplies or power, war, terrorism or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed. No cancellation fees shall be due and payable where the cancellation was caused by an event that meets the requirements of this Section.

4.4. Intellectual Property Disclaimer

Zearn has developed intellectual property, including content, tools, and materials that are included in its training sessions. Zearn maintains all ownership rights and interests in and to all training content, tools, and materials. The delivery of and payment for training sessions does not imply a transfer of any ownership rights or interests, and does not allow for Account Holder to claim ownership or interests in any of Zearn's intellectual property. Account Holder agrees to use the training materials solely for its own personal and non-commercial purposes and in compliance with this Agreement and Zearn's Terms of Use.

4.5. Suggestions and Feedback

During the training, Account Holder may provide Zearn with certain suggestions or feedback regarding Zearn Math, including curriculum or content development recommendations (collectively, "Suggestions"). Account Holder agrees that Zearn shall own all such Suggestions, including all copyrights therein.

5. Purchasing Add-on Services

At the time of signing this Agreement and/or throughout its term, Account Holder may request services in addition to those listed in Section 1 ("Add-on Services"). Zearn will deliver to Account Holder Add-on



Zearn Master Services Agreement

Services following Zearn's receipt of a Purchase Order from Account Holder. Each Purchase Order, once received by Zearn, constitutes a separate binding contract between the Parties which incorporates and is subject to the terms and conditions of this Agreement.

5.1. Zearn School Account and On-Demand Professional Development

If Account Holder orders additional license(s) for Zearn School Accounts or On-Demand Professional Development, Account Holder will provide Zearn a Purchase Order confirming the Covered Schools and relevant fees.

5.2. Zearn Printed Materials

If Account Holder orders Zearn Printed Materials, Account Holder will provide Zearn an Order Form, Master Services Agreement, Purchase Order, and/or Letter of Intent that includes the number of books, delivery details (location and recipient), and the relevant fees, including whether Account Holder is exempt from state taxes (an "Indication of Order"). Zearn is not responsible for any costs associated with Account Holder's error in completing the Indication of Order. Once Account Holder provides Zearn its Indication of Order, Zearn begins the process of fulfilling the order. For this reason, Zearn does not accept returns of Printed Materials and all orders are not eligible for refunds. Printed Materials orders are charged a standard shipping fee that will be reflected on quote documents, and any additional delivery or shipping fees incurred by Account Holder are not covered by Zearn, including, but not limited to costs incurred for Printed Materials packages that are returned to sender, detention charges due to incorrect delivery details, or costs associated with signature receipt requirements. Any claims of missing or damaged Printed Materials must be made to Zearn in writing within two (2) weeks of the order's date of delivery, as indicated on the shipment's tracking. If Account Holder fails to provide notice within the timeframe above, Zearn is not responsible for the cost of replacement materials. Any commercial use or distribution of Printed Materials is strictly prohibited.

5.3. Professional Learning Sessions

If Account Holder orders Professional Learning, Account Holder will provide Zearn a Purchase Order confirming the training type, date(s), number of session(s), and the relevant fees.

6. Miscellaneous

6.1. Conflicting Provisions

In the event of a conflict between the terms and conditions of this Agreement and any other written agreement entered into between Zearn and Account Holder, the terms and conditions of this Agreement will control.

6.2. Modifications

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

6.3. Signature Authorization

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder: _____

Name _____



Zearn Master Services Agreement

Agreement-0040461-1
April 14, 2026

Title _____

Signature _____

Date _____

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature 

Date _____



MURFREESBORO CITY SCHOOL DIST
Quote expires on July 30, 2026

Product	Price	Quantity	Subtotal
School Account School Account services through June 30, 2027. Includes an unlimited number of staff, student, and administrator accounts within the school.	\$3,500.00	13	\$45,500.00

Tax* \$0.00

Total \$ 45,500.00

Tax is **not included in the above quote. Tax will be added to your invoice, if applicable. If your school or district is tax-exempt, please [upload a copy of your tax exemption certificate](#) in order to receive a tax-free invoice.*

To Order Zearn School Account(s) and/or Professional Development:

- To order Zearn School Account(s), Printed Materials, and/or Professional Learning, please email your Zearn contact with a purchase order. If your school/district pays for services with a credit card, please send a written acceptance of this order and the Quote number to your Zearn contact to receive an invoice with a credit card payment link.

TERMS OF AGREEMENT

This Quote is a binding offer to provide the products and/or services detailed herein. This offer is expressly and exclusively conditioned upon the purchasing school or district (the “Account Holder”) assent to and acceptance of the Terms of Service available at the following link:

https://webassets.zearn.org/resources/Zearn_Terms_of_Service_25_26.pdf

By submitting a purchase order, Account Holder agrees to be legally bound by the Terms of Service. Any and all additional, different, or conflicting terms presented by Account Holder in a purchase order or any other communication are hereby rejected and shall not apply unless expressly agreed to in writing by Zearn. The Terms of Service shall control and supersede all other documents exchanged by the parties.

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Zearn	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) 501c (3) nonprofit	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. PO Box 24580	Requester's name and address (optional)
	6 City, state, and ZIP code New York, NY 10087 - 4580	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
			-						
or									
Employer identification number									
3	7	-	1	6	6	5	7	4	5

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date **1/10/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**ADDENDUM TO ZEARN MASTER SERVICES AGREEMENT, TERMS OF USE,
AND PRIVACY POLICY**

This Addendum (“Addendum”) amends and supplements the Zearn Master Services Agreement, Agreement-0040461-1 between Zearn and Murfreesboro City School, Zearn’s Terms of Use, Privacy Policy, any quote, order form, purchase order, add-on service terms, attachments, exhibits, schedules, incorporated documents, and any click-through, clickwrap, shrink-wrap, online, or other electronic terms applicable to the Services (collectively referred to herein as the “Agreement”). Zearn is referred to herein as “Contractor,” and Murfreesboro City Schools is referred to herein as “District,” “Customer,” or “Account Holder.” In consideration of using Contractor’s form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, including without limitation Section 6.1 of the Master Services Agreement or any provision stating that the Master Services Agreement, Terms of Use, Privacy Policy, purchase order, online terms, or other incorporated document controls, this Addendum shall control over any conflicting or inconsistent term. The parties agree that this Addendum is part of the Agreement and is intended to modify and supersede all contrary terms.

2. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring Customer to indemnify or hold harmless Contractor or any other person or entity and any limitation of liability in favor of Contractor is deleted. No provision of this Agreement shall act or be deemed a waiver by Customer of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow Customer to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and Customer reserves all rights afforded to local governments under law for all general and implied warranties.

3. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, Customer must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Contractor or provide Contractor with notice or the time to obtain a protective order. Customer does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

4. **Termination for Convenience.** District or Contractor may terminate the Agreement and

use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Should District exercise this provision, District will compensate Contractor for Services properly provided through the effective date of termination, and Contractor will refund to District any prepaid amounts attributable to Services not provided after the effective date of termination.

5. **Refunds; Non-Refundable Payment Terms.** Any provision stating that payments are non-refundable, that District is responsible for full payment regardless of termination, or that Contractor may retain prepaid amounts for Services not provided is amended to the extent necessary to conform to this Addendum, including the provisions regarding termination, non-appropriation, taxes, warranties, and refunds.

6. **Accessibility.** Contractor warrants that to the extent applicable its services conform to the accessibility guidelines, including, but not limited to, supporting assistive software or devices such as large-print interfaces, text-to-speech output, refreshable braille displays, voice-activated input, and alternate keyboard or pointer interfaces, established by the World Wide Web Consortium's Web Content Accessibility Guidelines 2.1 (WCAG 2.1), WCAG 2.1 AA, or any successor standard required by applicable law, including WCAG 2.2 AA where applicable, and implementing regulations set forth in 36 C.F.R. Part 1194. Contractor shall provide Customer a current completed Voluntary Product Accessibility Template (VPAT) to detail compliance with the federal Section 508 standards. Contractor shall promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor further agrees to indemnify and hold harmless Customer from any claims arising out of Contractor's failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach of the Agreement.

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

8. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, Customer is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on Customer shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and Customer does not agree to any other service of process procedure.

9. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by Customer to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual

provisions for the payment of attorney's fees. In the event of litigation between Customer and Contractor each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.

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

11. **No Taxes.** As a tax-exempt entity, Customer shall not be responsible for sales or use taxes incurred for products or services. Customer shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request.

12. **Warranty.** Contractor warrants that the products purchased herein when used in accordance with the documentation shall operate in all material respects in conformity with the written representations of Contractor. If it does not perform as warranted, Contractor shall use commercially reasonable efforts to correct the products so that it operates in all material respects in conformity with the written representations of Contractor. If it cannot correct the products within a reasonable period of time, Contractor shall refund the purchase price of the products.

13. **No Unilateral Modification.** Contractor shall not modify the Agreement, Terms of Use, Privacy Policy, or any incorporated online terms in a manner that materially affects District's rights, obligations, data privacy, data security, payment obligations, or legal remedies unless such modification is agreed to in writing by District's authorized representative. Continued use of the Services shall not constitute District's acceptance of any such modification.

14. **No Automatic Renewal.** Notwithstanding any provision to the contrary in the Agreement, the Agreement shall not automatically renew. Any renewal, extension, add-on service, additional license, or continuation of Services beyond the stated license period must be approved in advance through a written agreement, purchase order, or other written authorization issued by District's authorized representative. Continued use of the Services, account access, data retention, or failure to disable an account shall not constitute renewal or acceptance of additional payment obligations.

15. **Compliance with Tenn. Code Ann. §49-1-221(c)(1)(A-D).** Pursuant to the requirements of Tenn. Code Ann. § 49-1-221(c), Contractor shall:

- a. Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
- b. Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
- c. Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
- d. Remove, within one (1) business day, upon the Customer's request, access to digital or

online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.

16. **Dispute Resolution.** The Parties acknowledge and agree that no mandatory negotiation, mediation, or waiting periods shall be required prior to the initiation of litigation. Either Party may file suit at any time in a court of competent jurisdiction, consistent with Section 8. Any voluntary dispute-resolution efforts undertaken by the Parties shall not delay either Party's ability to pursue legal or equitable relief. The Parties further agree that any dispute-resolution procedures shall apply equally to both Parties, and no Party shall have a unilateral right to bypass any agreed procedure. Any mediation or settlement discussions shall occur at a mutually agreeable time, place, and format, including remote mediation. Each Party shall bear its own costs.

17. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

18. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.

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

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

21. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

ZEARN

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke, III, Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Lauren Bush, Assistant City Attorney

Agenda Item Title: Participation in Omnia Cooperative Agreement with Daikin Applied Americas, Inc. for HVAC Products and Services

Board Meeting Date: May 12, 2026

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests Board approval to participate in the OMNIA cooperative purchasing contract awarded to Daikin Applied Americas, Inc. for HVAC related products and services. The contract provides access to HVAC equipment, replacement parts, maintenance services, and related solutions.

Staff Recommendation

Approve Participation in Omnia Cooperative Agreement with Daikin Applied Americas, Inc. for HVAC Products and Services

Fiscal Impact

MCS has spent \$18,027 year-to-date in FY26 with Daikin Applied Americas, Inc. Purchases made through this cooperative contract will be funded through approved Operations and Maintenance budget allocations and other applicable district funding sources as needed.

Connection to MCS's Five-Year Strategic Plan

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



HVAC SOLUTIONS, RELATED PRODUCTS AND SERVICES
Executive Summary

Lead Agency: Region 4 Education Service Center (ESC) **Solicitation:** 24-09
RFP Issued: June 20, 2024 **Pre-Proposal Date:** July 11, 2024
Response Due Date: August 1, 2024 **Proposals Received:** #12

Awarded to: Daikin Applied Americas, Inc, Parts Town, LLC, and TDIndustries, Inc.

Region 4 ESC Department of Procurement issued RFP 24-09 on June 20, 2024, to establish a national cooperative contract for HVAC Solutions, Related Products and services.

The solicitation included cooperative purchasing language in Section I. Scope under National Contract:

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix E, Exhibit A, has partnered with OMNIA Partners, Public Sector, Inc., a Delaware corporation (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Appendix E, or as otherwise agreed to. Appendix E contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC’s IonWave website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY

- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal, ME

On August 1, 2024 proposals were received from the following offerors:

- Austin Air Systems
- CASPR Technologies
- Creative Air Mechanical Services
- Daikin Applied Americas, Inc.
- Filterbuy Inc.
- K Corp
- McClure Co.
- Midwest mechanical
- NORESCO
- Parts Town, LLC
- TDIndustries
- Veregy

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Daikin Applied Americas, Inc., Parts Town, LLC, and TDIndustries and proceeding with contract award(s) upon successful completion of negotiations.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Region 4 ESC, OMNIA Partners and the following offerors successfully negotiated a contract: Daikin Applied Americas, Inc., Parts Town, LLC, and TDIndustries. Region 4 ESC executed the agreements, each with a contract effective date of January 1, 2025.

Contract includes: The suppliers provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial three (3) year agreement from January 1, 2025 through December 31, 2027 with the option to renew for two (2) additional one-year periods through December 31, 2029.

Pricing/Discount: Pricing is posted on the microsite for each awarded Supplier.

Agenda Item Title: Amendment to OMNI & TSACG Plan Administration Agreement

Board Meeting Date: May 12, 2026

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS requests Board approval of an amendment to the District's agreement with U.S. OMNI & TSACG Compliance Services, the company that helps manage compliance for employee 403(b) and 457(b) retirement plans. This amendment does not increase costs for Murfreesboro City Schools. Instead, it allows OMNI & TSACG to charge a higher fee to the financial companies that offer retirement investment options to MCS employees. Those companies currently pay \$24.00 per participant account each year; the fee will increase to \$27.00 effective June 30, 2027, and to \$30.00 effective July 1, 2028.

Staff Recommendation

Approve the First Amendment to the Plan Administration Agreement and Fee Schedule with U.S. OMNI & TSACG Compliance Services.

Fiscal Impact

The proposed amendment does not create a new direct cost to MCS, as the administrative fee increase is paid by the plan's investment providers rather than the District.

Connection to MCS's Five-Year Strategic Plan

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

April 6, 2026

Murfreesboro City Schools
Dr. Trey Duke, Director of Schools
2552 South Church St
Murfreesboro, TN 37127

Re: Increasing Administrative Costs for Public Sector Retirement Plans

For more than 25 years, U.S. OMNI & TSACG Compliance Services (OMNI/TSACG) has provided comprehensive retirement plan administration and compliance services to public employers. Our continued commitment to this market is demonstrated by our work with more than 6,000 employer clients across 48 states, administering over 9,000 403(b), 457(b), and 401(a) retirement plans.

Each year, we keep our clients informed of legislative and regulatory changes affecting the retirement plans they maintain. Most recently, the **SECURE 2.0 Act**, signed into law on December 29, 2022, introduced significant changes impacting retirement plans including 403(b) and 457(b) plans with provisions becoming effective in 2023, 2024, and 2025. While these changes are intended to enhance retirement savings opportunities and improve outcomes for participants, they have also increased the complexity of plan administration and compliance.

As a result, OMNI/TSACG has been required to update plan processes, documentation, compliance oversight, and proprietary administrative systems. In addition to these legislative changes, we continue to experience inflationary increases in the cost of doing business, while remaining committed to maintaining the high level of service provided to you and your employees.

Since 2009, OMNI/TSACG has maintained an arrangement under which investment providers pay the administrative costs of the retirement plans in which they participate, thereby eliminating administrative fees for employers. This structure has not changed in more than ten years, and it remains our intent to continue this arrangement for our public sector clients so that employers continue to incur no administrative costs for the retirement plans offered to their employees.

For the reasons outlined above, we are implementing the following schedule of fee changes, which apply only to the investment provider organizations. The current fee is \$24.00 annually per participant account.

- Phase 1 - An increase to \$27.00 annually per participant account, paid by the investment providers, effective as soon as administratively practicable, but no later than the first day of the month following execution of the attached amendment.
- Phase 2 - A subsequent increase to \$30.00 annually per participant account, paid by the investment providers, effective July 1, 2028.

OMNI/TSACG remains an independent service provider and is contracted directly with your organization. We are not affiliated with any investment provider authorized under your plans. This notice is intended solely to inform you of a change in investment provider fees. Please note that implementation of this change requires execution of the attached amendment to our existing agreement.

Please review, sign, and return the attachment as soon as possible, via:

Email (preferred): admin@tsacg.com

USPS: U.S. OMNI & TSACG Compliance Services
P.O. Box 2799
Fort Walton Beach, FL 32549

Should you have any questions please contact plansupport@tsacg.com or your plan consultant.

We appreciate the confidence you have expressed in our services and the opportunity to continue our relationship for years to come.

Sincerely,

U.S. OMNI & TSACG Compliance Services

FIRST AMENDMENT TO THE
PLAN ADMINISTRATION AGREEMENT and FEE SCHEDULE

This Agreement effective October 1, 2025 is the First Amendment to the Plan Administration Agreement and Fee Schedule (Agreement) between U.S. OMNI & TSACG Compliance Services, Inc. (OMNI/TSA) with offices located at P.O. Box 2799, Ft. Walton Beach, Florida 32549 and Murfreesboro City Schools (Employer) located at 2552 South Church St, Murfreesboro, TN 37127.

RECITALS

WHEREAS, OMNI/TSA and Employer entered into a Retirement Plan Compliance and Administration Services Agreement and Plan Administration Agreement and Fee Schedule (Administration Agreement) to provide 403(b) and/or 457(b) plan administration services;

WHEREAS, pursuant to the Plan Administration Agreement, the Employer agreed that OMNI/TSA would be entitled to an annual administration fee per participant account, which has been agreed to be paid on the Employer's behalf by the Plan's Investment Providers;

WHEREAS, in recognition of the increase in costs and services provided to the Employer and Service Provider, OMNI/TSA's annual administration fee will increase as set forth below;

WHEREAS, the Parties agree to amend the INVESTMENT PRODUCT PROVIDER FEES Section in the Plan Administration and Fee Schedule to reflect the administration fee increase.

WHEREAS, all applicable Employer/Participant fees will remain unchanged and continue to be set forth in the original Plan Administration Agreement and Fee Schedule. This First Amendment only applies to the administrative fees paid by the Plan's Investment Providers;

WHEREAS, the Retirement Plan Compliance and Administration Services Agreement, the Plan Administration Agreement and Fee Schedule and this First Amendment will govern the relationship between OMNI/TSA and Employer;

NOW, THEREFORE, OMNI/TSA and Employer hereby agree to amend and replace the "INVESTMENT PRODUCT PROVIDER FEES" Section in the Plan Administration Agreement and Fee Schedule, which shall now read as follows:

INVESTMENT PRODUCT PROVIDER FEES:

- *Effective date of this Amendment - June 30, 2027*
Recordkeeping - (Per Participant Account) *\$27.00 per year billed monthly*

- *July 1, 2028 and thereafter*
Recordkeeping - (Per Participant Account) *\$30.00 per year billed monthly*

Unless expressly amended as set forth herein, all provisions in the Retirement Plan Compliance and Administration Services Agreement and Plan Administration Agreement and Fee Schedule between the parties remain effective and are not amended or replaced by this First Amendment.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

EMPLOYER NAME
Murfreesboro City Schools

U.S. OMNI & TSACG COMPLIANCE SERVICES

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EIN: 16-1538542

Agenda Item Title: Surplus Items

Board Meeting Date: May 12, 2026

Department: Finance and School Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

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

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

Staff Recommendation

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

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
The Big Impls pattern # 7					P

not allowed
to use in
classrooms
anymore.

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

Andrea G School Scales Date 4/29/26
 Principal
[Signature] Date 5/1/26
 Supervisor
[Signature] Date 5/4/26
 Director of Schools
 _____ Date _____
 Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
FarmBot	NONE gone-	FarmBot	Genesis XL		0

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

Jerry Q School OLE Date 4/22/26
Principal

Supervisor Date _____

Assistant Superintendent of School Operations or Director of Technology
Bobby Rankin Date 4/28/26
Director of Schools

Board Chairman Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____




Outlook

Farm Bot Disposal

From Jesse Owen <Jesse.Owen@cityschools.net>

Date Wed 4/22/2026 10:20 AM

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

 1 attachment (4 MB)

Farm Bot.jpg;

Hey Mandy,

Can we fill out a disposal form for the Farm Bot? I have removed it from the greenhouse, and it is in my office waiting for disposal. It's value is \$0 because it will not turn on and they do not make parts for this model any longer. Thank you!

Jesse Owen
Technician Coordinator
Murfreesboro City Schools





INVOICE

From: FarmBot Inc 880 Upham Street San Luis Obispo, CA 93401, USA	To: Scott Campbell Director of Technology Murfreesboro City Schools	Date: April 19, 2018
--	--	--------------------------------

Item	Qty	Price	Subtotal
FarmBot Genesis XL pre-order	1	\$3,795.00 USD	\$3,795.00 USD
Shipping	1	\$195.00 USD	\$195.00 USD
		TOTAL	\$3,990.00 USD

Please remit payment by check to our address shown above.

PAID
Date 4/20/18 Ck# 2742
BY [Signature] \$3990.00



SJ Farm Bot
L20910

PO DATE
04/19/2018

OVERALL CREEK ELEMENTARY

429 OTTER TRAIL
 MURFREESBORO, TN 37128
 (615) 624-5500
 FAX (615) 624-5501

PURCHASE ORDER NUMBER
16000001000

VENDOR KEY : FARMBOT 001
 SHIP DATE : 04/19/2018
 ENTERED BY : WILLIAMA000

PRINTED 04/19/2018

VENDOR:

FARMBOT INC.
 880 UPHAM STREET
 SAN LUIS OBISPO, CA 93401

SHIP TO:

OVERALL CREEK ELEMENTARY
 429 OTTER TRAIL
 MURFREESBORO, TN 37128

ATTN:

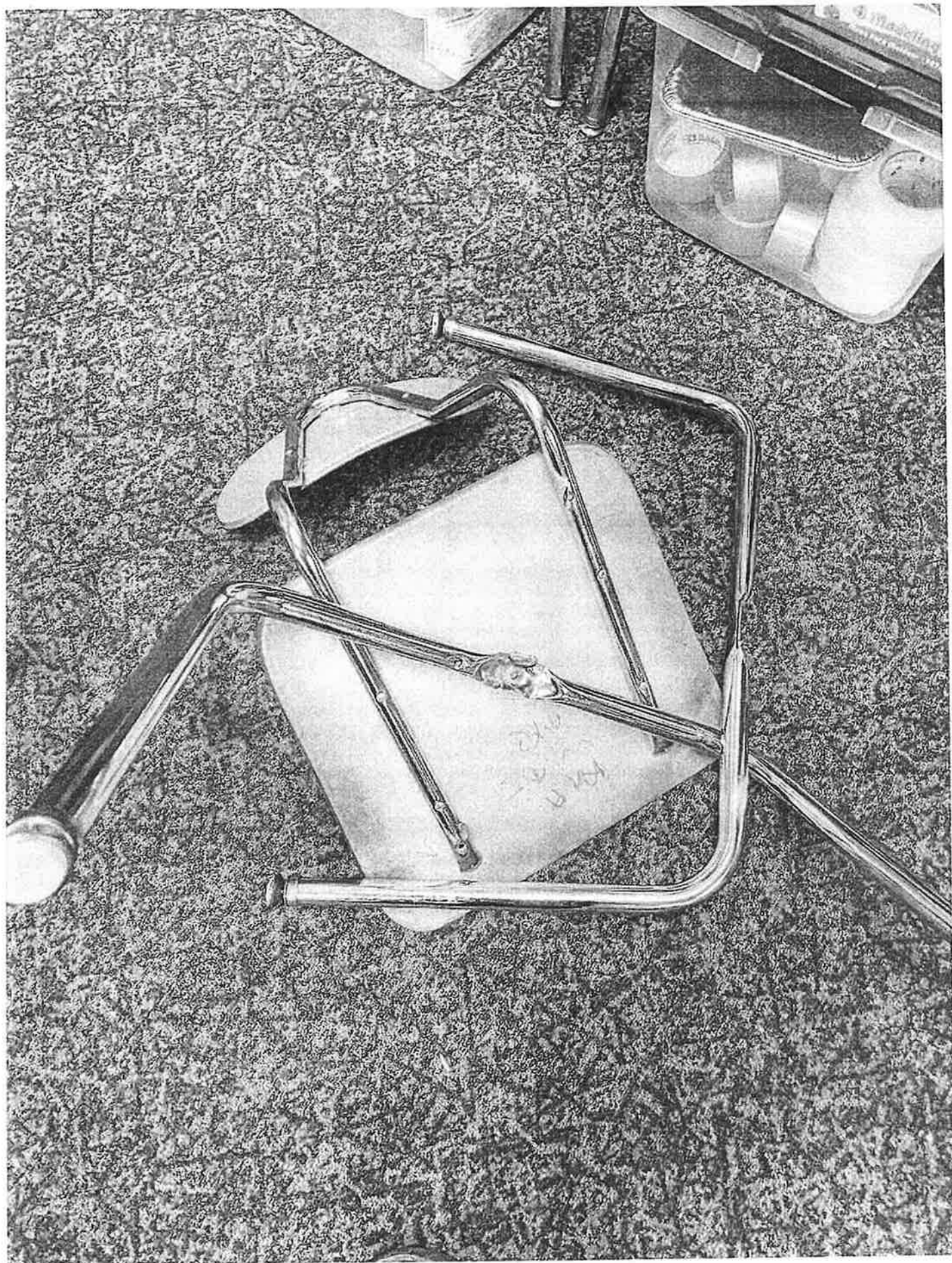
Mandy Williams

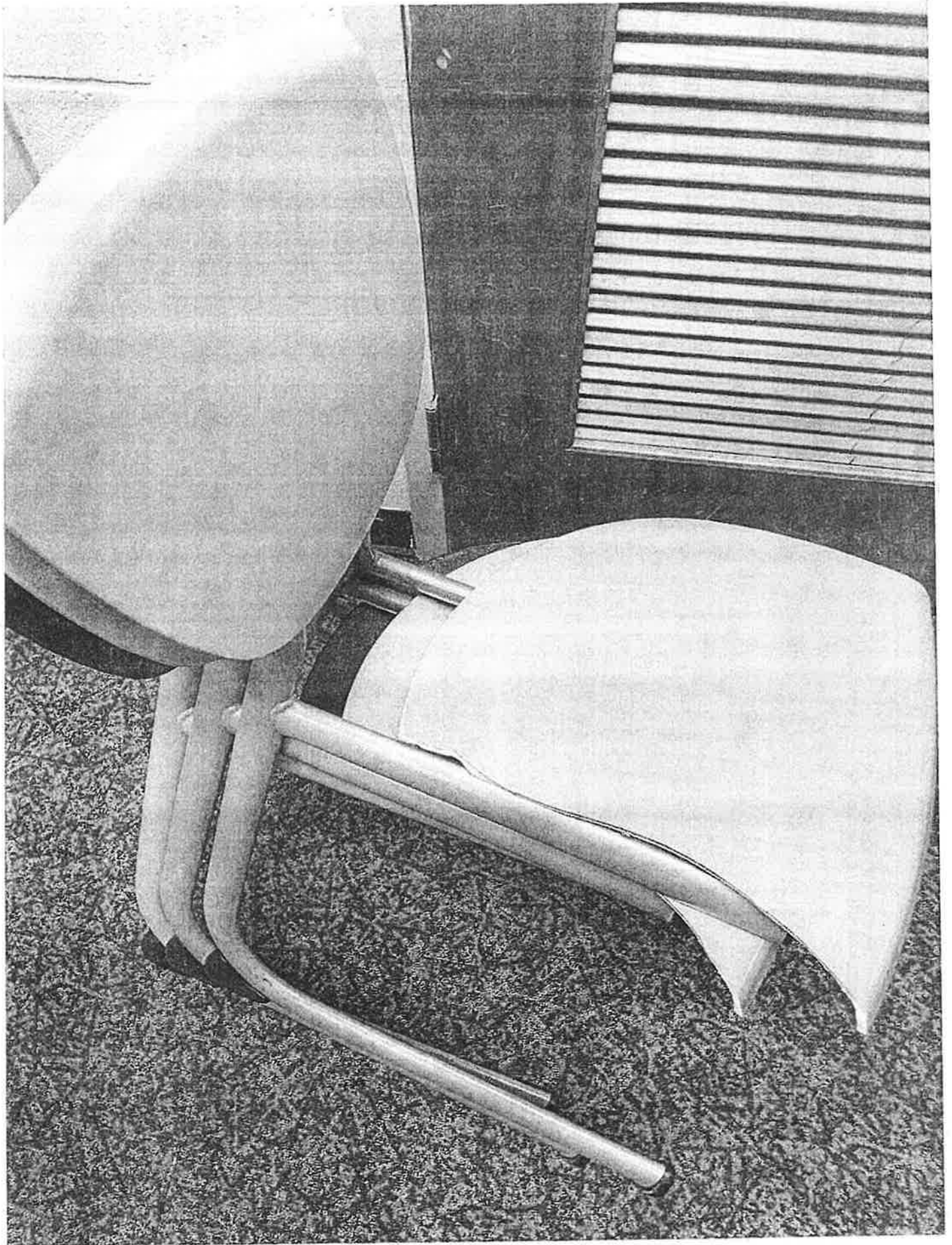
QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1		FARMBOT GENESIS XL FOR GREENHOUSE (QUOTE 4/5/2018)	3795.00000	3,795.00
1		SHIPPING	195.00000	195.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		100 L 00920 000 000 01600 160	3,795.00	
		100 L 00920 000 000 01600 160	195.00	
			PAGE TOTAL	3,990.00
			TOTAL	3,990.00

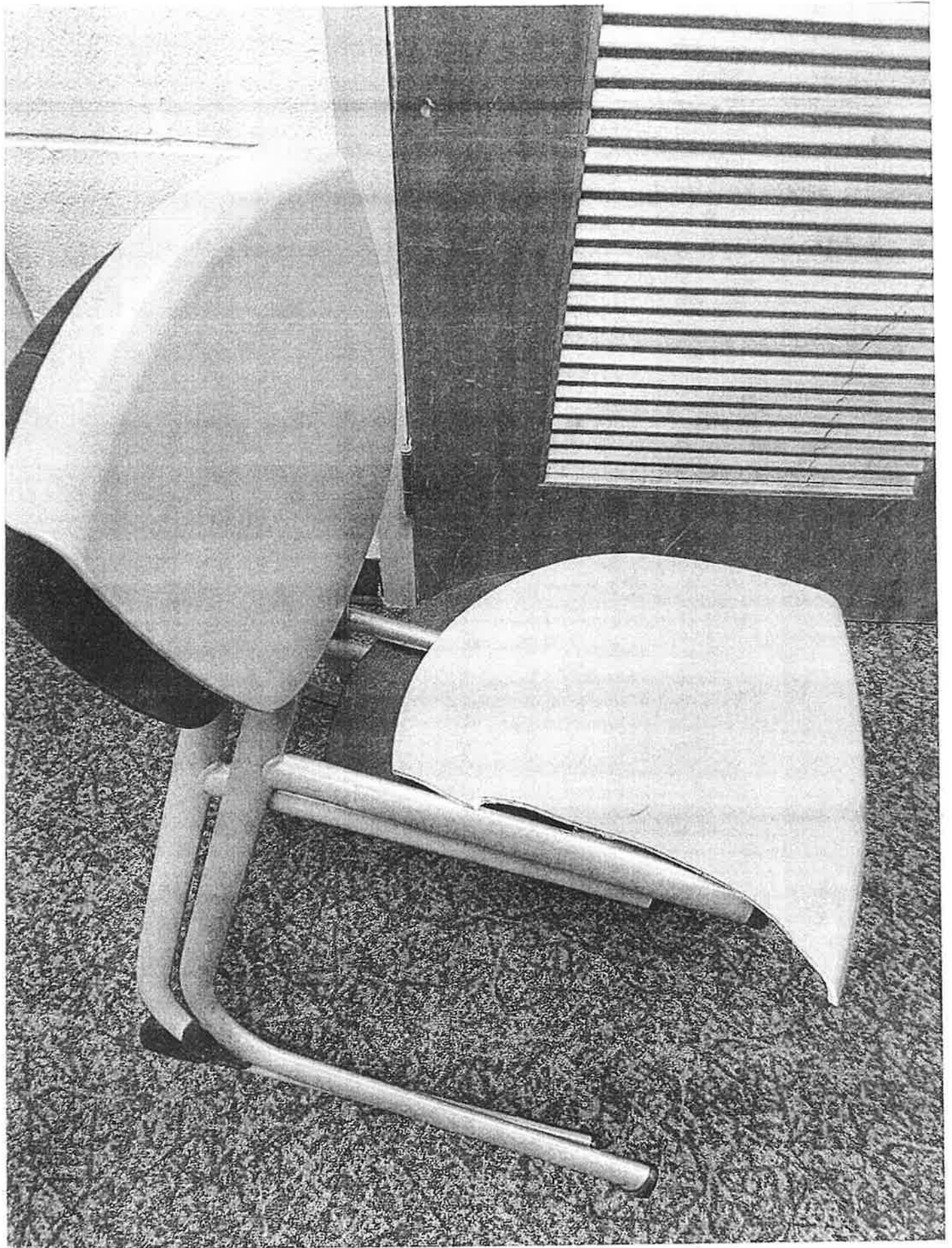
PAID
 Date 4/20/18 CK# 2742
 By *[Signature]* \$3990.00

[Signature]

*Em Scott/DS
 4/19*









SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

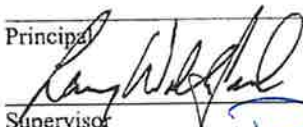
- (1) Surplus property in local school systems which has no value or has a value less than five hundred dollars (\$500), may be disposed of without the necessity of bids as required by this section.
- (2) In order for such disposal without bids, the principal of the school with the surplus personal property,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

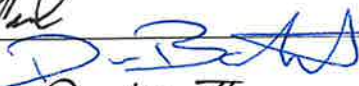
COMPLETE ALL INFORMATION. A PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE ATTACHED. SUBMIT SIGNED ORIGINALS WITH PHOTO TO INVENTORY CONTROL. YOUR SCHOOL OR FACILITY WILL BE CONTACTED CONCERNING DISPOSAL METHOD.


EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Articulating boom lift		Biljax	3522 A	35A12-00029	\$500.00

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

_____ School _____ Date _____

Principal  _____ Date April 22, 2026

Supervisor  _____ Date 4/22/2026

Director of Schools  _____ Date 4/22/2026

_____ Date _____

Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

Dena Thomas

From: Brandon Richardson
Sent: Wednesday, April 22, 2026 1:28 PM
To: Dena Thomas
Cc: Don Bartch; Larry Willeford
Subject: Biljax lift

Dena,

Below are pictures of the Biljax towable lift that we need to put on GovDeals. It shows a manufacture date of 1/9/2012. It is a model 3522A with a serial number 35A12-00029. The lift is operable but does have issues. There are hydraulic leaks, brake issues, and the jack is damaged. We have a quote with \$5,563.00 of repairs. @Larry Willeford will get you a disposal form as soon as possible if he has not already. Let me know if there are any more questions.

Brandon Richardson

Murfreesboro City Schools

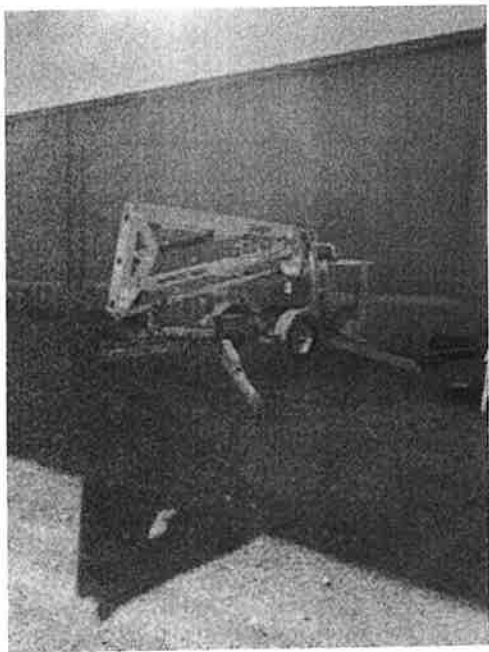
Assistant Supervisor of Maintenance

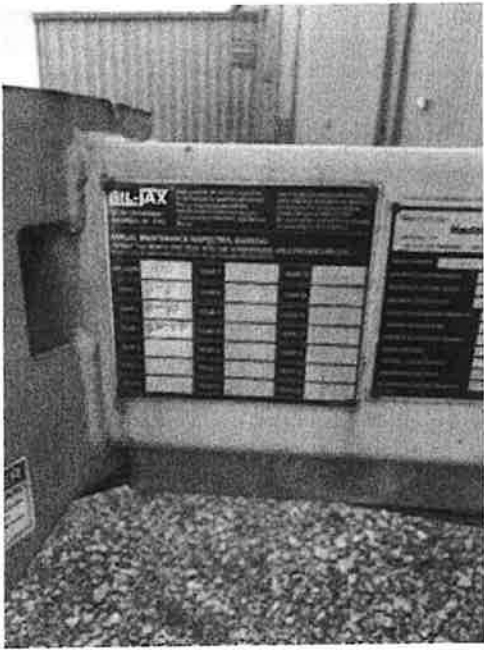
Brandon.Richardson@cityschools.net

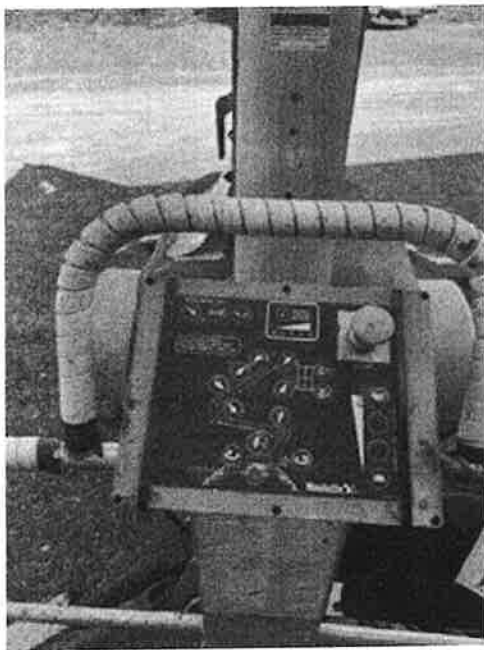
615-410-6912

From: Brandon Richardson <Brandon.Richardson@cityschools.net>
Sent: Wednesday, April 22, 2026 1:19 PM
To: Brandon Richardson <Brandon.Richardson@cityschools.net>
Subject:









Brandon Richardson
Murfreesboro City Schools
Assistant Supervisor of Maintenance
Brandon.Richardson@cityschools.net
615-410-6912

Agenda Item Title: Summer Learning Grant for 2026-2027 School year

Board Meeting Date: May 12, 2026

Department: Instruction

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment recognizes new revenue and related expenditures for the Summer Learning grant in the general-purpose schools' funds. These new revenues and expenditures are awarded by TDOE to pay for the June 2026 summer learning program.

The \$2,102,491 Summer Learning grant funds salaries for teachers, assistants, nurses, crossing guards, administrative staff, and clerical staff. Funds are also used for transportation-related expenses such as staff salaries and gasoline. Additionally, the grant funds instructional materials and supplies.

Staff Recommendation

To approve the FY26 budget amendment to recognize new revenue and expenditures for Summer Learning.

Fiscal Impact

New revenue and corresponding expenditures in the amount of \$2,102,491. It will not affect fund balance.

Connection to MCS's Five-Year Strategic Plan

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

General Purpose Schools Fund 141
Fiscal Year 2025-26

Summer Learning Grants

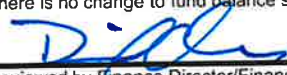
Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Other State Grants	0	2,102,491	2,102,491
Total Increase in Revenues	\$ -	\$ 2,102,491	\$ 2,102,491


Summer Learning Camps Grant

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Expenditures</u>			
Teachers	39,914,200	40,585,770	671,570
Educational Assistants	3,577,955	3,625,195	47,240
Social Security	2,812,270	2,861,380	49,110
State Retirement	3,320,240	3,384,300	64,060
Medicare	657,381	668,111	10,730
Hybrid Retirement	250,655	258,765	8,110
Instructional Supplies & Materials	1,799,646	2,176,378	376,732
Other Supplies & Materials	188,400	505,765	317,365
Special Education Teachers	5,240,250	5,308,890	68,640
Social Security	607,300	612,060	4,760
State Retirement	851,075	857,755	6,680
Medicare	142,030	143,525	1,495
Hybrid Retirement	41,940	42,765	825
Medical Personnel	759,460	786,340	26,880
Social Security	50,395	52,265	1,870
State Retirement	74,255	78,675	4,420
Medicare	11,790	12,380	590
Hybrid Retirement	7,150	7,485	335
Other Salaries	40,055	69,295	29,240
Social Security	186,826	188,776	1,950
State Retirement	197,556	198,441	885
Medicare	44,025	44,655	630
Hybrid Retirement	7,985	8,255	270
Travel	10,000	13,000	3,000
Principals	1,655,205	1,723,845	68,640
Clerical Personnel	-	23,040	23,040
Social Security	287,950	294,635	6,685
State Retirement	362,300	370,865	8,565
Medicare	64,345	65,775	1,430
Hybrid Retirement	8,500	9,425	925
Janitorial Services	2,895,450	2,916,269	20,819
Bus Drivers	1,680,260	1,810,260	130,000
Other Salaries-Bus Aides	579,000	659,000	80,000
Social Security	170,735	185,735	15,000
State Retirement	327,660	352,660	25,000
Medicare	39,930	44,930	5,000
Diesel	-	20,000	20,000
Total Increase in Expenditures	68,864,174	70,966,665	2,102,491

CHANGE IN FUND BALANCE (CASH)

This amendment budgets new TDOE summer grants totaling \$2,102,491 in the General Purpose School Fund for Summer Learning Camps and Summer Transportation during the month of June. The grant covers salaries for teachers, assistants, nurses, crossing guards, bus drivers and aides, and administrative and clerical staff. The grant also funds instructional supplies and diesel. There is no change to fund balance since this is a reimbursement grant. No new positions were added.

 Date 5/8/26
Reviewed by Finance Director/Finance Manager

Approved  Date 5/8/26
Declined Director of Schools

Agenda Item Title: FY26 Preschool Access for All Network (AALN)

Board Meeting Date: May 12, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Federal Projects is seeking approval to reappropriate approved funds within the AALN PreK grant to provide a professional development opportunity for 6 teachers, educational assistants and the preschool specialist to attend the Early Learning BRIDGE Conference June 16-18, 2026. This conference will increase instructional expertise and bring evidence-based best practices back to the district's PreK classrooms.

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

Staff Recommendation

Recommend approval of the revisions to the FY26 Preschool Access for All Network (AALN) Grant.

Fiscal Impact

The amendment amount is \$7,000 and is found from savings in other line items within the grant.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year 2025-2026 School Federal - AALN PreK
BOE Meeting Date 5/12/26

Account	Description	Increase	Decrease
142 E 71200 429	Instructional Supplies & Materials		5,116
142 E 71200 499	Other Supplies & Materials		210
142 E 72220 189	Other Salaries		1,550
142 E 72220 201	Social Security		48
142 E 72220 204	Retirement		61
142 E 72220 212	Medicare		14
142 E 72220 524	Staff Development	7,000	
Total		<u>\$ 7,000</u>	<u>\$ 7,000</u>

Explanation: This amendment updates the budget to increase the In-Service/Staff Development line item
to allow 6 preschool teachers, educational assistants and preschool specialist to attend the
Early Learning BRIDGE Conference June 16-18, 2026.
This conference will increase instructional expertise and bring evidence-based best
practices back to the district's Pre-K classrooms.
Increase in Professional Development is offset from savings in stipends/benefits and supplies.

D. [Signature] 5/7/26
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby W. Duke III</i></u> Director of Schools	<u>5/7/26</u> Date
Declined	<input type="checkbox"/>		

Agenda Item Title: Stronger Connections Grant

Board Meeting Date: May 12, 2026

Department: Finance & Federal programs

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Program and Finance departments are seeking approval for a budget amendment to Stronger Connections funding source. This amendment ensures that budgeted amounts align with actual program needs and expenditure. The amendment decreases the Educational Assistants line item by \$3,410 and the in-service line item by \$1,215. The medical line item increases by \$4,300 and the dental line item increases by \$325. This change in expenditure will not have an overall impact on programming.

Staff Recommendation

Recommend approval of the budget amendment for Stronger Connections.

Fiscal Impact

The total amendment equals \$4,625 in reallocated funds. There are no programmatic changes and no impact to fund balance.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro

City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY26 Stronger Connections Revision 1
 BOE Meeting Date 12-May-26

Account	Description	Increase	Decrease
	Stronger Connections		
142 E 71100 163	Educational Assistants		3,410
142 E 71100 207	Medical	4,300	
142 E 71100 208	Dental	325	
142 E 72210 524	In-Service/Staff Development		1,215
Total		<u>\$ 4,625</u>	<u>\$ 4,625</u>

Explanation: This amendment ensures that budgeted amounts align with actual program needs and expenditures.
Increases in the medical and dental line items are due to higher costs and the addition of new benefits,
and these increases were offset using savings from educational assistant and in-service line items.

The budget revision is reasonable, necessary and allowable.

D. D. [Signature] 5/7/26
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby Duke III</i></u> Director of Schools	<u>5/7/2026</u> Date
Declined	<input type="checkbox"/>		

Agenda Item Title: FY26 Mckinney Vento Grant Amendment

Board Meeting Date: May 12, 2026

Department: Federal Programs and Finance Departments

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Programs and Finance Departments are requesting Board approval for a budget amendment to the FY26 McKinney-Vento Grant. This amendment reflects necessary expenditures aligned to identified programmatic needs.

The McKinney-Vento amendment will fund three social workers to provide outreach, support, and continuity of services for McKinney-Vento (MKV) students and families during the summer months. This support ensures that basic needs are met, and student eligibility is maintained.

Compensation will be based on each social worker's hourly rate, not to exceed \$1,000 or 25 hours per social worker.

Staff Recommendation

Recommend approval of the revisions to the FY26 Mckinney Vento Grant.

Fiscal Impact

The amendment amount is \$3,875.00. Savings were found in other line items within the grant.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY26 Federal Projects Fund 142-Title IX McKinney Vento
BOE Meeting Date 12-May-26

Account	Description	Increase	Decrease
Title IX McKinney Vento			
142 E 72130 130	Social Workers	3,000	
142 E 72130 201	Social Security	300	
142 E 72130 204	State Retirement	500	
142 E 72130 212	Medicare	75	
142 E 72210 189	Other Salaries		3,000
142 E 72210 201	Social Security		300
142 E 72210 204	State Retirement		500
142 E 72210212	Medicare		75
Total		<u>\$ 3,875</u>	<u>\$ 3,875</u>

Explanation: The FY26 Title IX McKinney Vento amendment is to fund 3 social workers to provide outreach, support and continuity of services for McKinney-Vento (MKV) students and families during summer months to ensure basic needs are met and eligibility is maintained. Payment is based on each social worker's hourly rate, not to exceed \$1,000 or 25 hours.

The budget revision is reasonable, necessary and allowable.

D. P. O'G
 Reviewed by Finance Director/Finance Manager

5/7/26
 Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby W. Drake III</i></u> Director of Schools	<u>5/7/26</u> Date
Declined	<input type="checkbox"/>		

Agenda Item Title: Custodial Services Contract with ABM through Hamilton County Cooperative Purchasing Agreement

Board Meeting Date: May 12, 2026

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Murfreesboro City Schools currently utilizes ABM for custodial services and seeks approval to transition those services to the cooperative purchasing agreement awarded by Hamilton County Schools to ABM Education Services, LLC pursuant to *Solicitation No. 25-15, Custodial Services*. Tennessee law permits local education agencies to utilize cooperative purchasing agreements competitively procured by other governmental entities pursuant to Tenn. Code Ann. § 12-3-1205. The Hamilton County agreement commenced June 1, 2025, and continues for an initial four-year period through May 31, 2029. Approval will allow MCS to use the Hamilton County contract for the remainder of its initial term, subject to annual appropriation and budget approval.

Staff Recommendation

Approval for Murfreesboro City Schools to utilize the Hamilton County Department of Education cooperative purchasing agreement with ABM Industries Incorporated for the initial term of the Hamilton County agreement.

Fiscal Impact

The custodial services contract will be funded through the General-Purpose School Fund budget. The updated contract pricing for July 2026 through June 2027 is \$3,071,752.28 annually, or \$255,979.36 per month, which reflects a 3% CPI increase in the amount of \$89,468.51 annually or \$7,455.71 monthly.

Connection to MCS's Five-Year Strategic Plan

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

**HAMILTON COUNTY SCHOOLS
AUTHORIZATION TO UTILIZE CONTRACT AWARDED PURSUANT TO
COOPERATIVE PURCHASING**

Hamilton County Schools is a local education agency and governmental entity in the State of Tennessee. Hamilton County Schools issued *Solicitation No. 25-15, HCS Custodial Services*, and awarded a contract for custodial services pursuant to that solicitation to ABM Education Services, LLC (“Contractor”). Murfreesboro City Schools is a local education agency pursuant to Tennessee Code Annotated § 49-1-103(2). Murfreesboro City Schools desires to utilize the contract awarded by Hamilton County Schools pursuant to *Solicitation No. 25-15, HCS Custodial Services*, in accordance with Tennessee Code Annotated § 12-3-1205 and other applicable law.

By signature below, Hamilton County Schools grants permission for Murfreesboro City Schools to purchase custodial services from the Contractor under the same pricing, terms, and conditions available under the contract awarded pursuant to *Solicitation No. 25-15, HCS Custodial Services*, to the extent permitted by law and the terms of the underlying contract.

Murfreesboro City Schools shall purchase services directly from the Contractor and shall be financially and legally responsible for all services purchased by Murfreesboro City Schools pursuant to this authorization. Hamilton County Schools shall not be responsible for payment, performance, administration, supervision, disputes, claims, damages, or liabilities arising from purchases or services obtained by Murfreesboro City Schools under this authorization.

This authorization does not amend, extend, or otherwise modify the contract between Hamilton County Schools and the Contractor. Murfreesboro City Schools’ use of the contract is subject to the availability of the contract, the terms and conditions of the underlying contract, the Contractor’s agreement to provide services to Murfreesboro City Schools, and all applicable federal, state, and local laws, rules, regulations, and policies.

HAMILTON COUNTY SCHOOLS

Authorized Agent

Date

Print Name: _____

Title: _____



AGREEMENT FOR CUSTODIAL SERVICES FOR HAMILTON COUNTY SCHOOLS

THIS AGREEMENT ("Agreement") is made and entered into by and between Hamilton County Schools, hereinafter referred to as "HCS" and ABM Education Services, LLC whose address is One Liberty Plaza, 7th Floor New York, New York 1006, and whose federal tax identification number is 95-2495556, hereinafter referred to as "Vendor" or "Service Provider."

WITNESSETH

WHEREAS, HCS intends to purchase custodial services from the Vendor in connection with "HCS Custodial Services" (the "Purchase"); and,

WHEREAS, HCS issued Solicitation No. 25-15, HCS Custodial Services on December 10, 2024 (the "Solicitation"); and,

WHEREAS, HCS evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, HCS and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the terms and conditions of the Solicitation including the defined project Scope of Services, incorporating any negotiations, and made part of this Agreement as Exhibit A, to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence **June 1, 2025** and shall continue for an initial four-year period through **May 31, 2029**. Upon mutual written agreement of both parties, the parties may renew the Agreement in whole or in part, for two (2) additional one-year periods.
- B. A Purchase Order must be issued by HCS before commencement of any work or purchase of any goods related to this Agreement. Any work

commenced prior to issuance of a Purchase Order shall be at the sole risk of the Vendor.

III. COMPENSATION AND PAYMENT

- A. HCS shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with HCS Procurement Department and is deemed incorporated into this Agreement as if physically attached.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until issuance of Purchase Order from HCS. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and HCS may elect to request no products or services. If HCS authorizes delivery of products or performance of services, HCS reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by HCS under this Agreement are subject to the availability of an annual appropriation for this purpose by the Hamilton County Board of Education. In the event of non-appropriation of funds by HCS for the services provided under this Agreement, HCS will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) calendar days' prior written notice, but failure to give such notice shall be of no effect and HCS shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. HCS shall pay the Vendor in accordance with applicable state prompt payment regulations and payment terms as provide within the Solicitation, upon receipt of the Vendor's invoice and written approval or receiving record of same by HCS indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to HCS on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period. The Annual Cleaning Price as outlined in Exhibit B shall be invoiced in equal monthly installments of 1/12th the total Annual Cleaning Price. The first installment payment shall be due on the last day of the month following the Effective Date with all subsequent installment payments due on or before the last day of the month for each month of Service thereafter. Any required non-compliance performance penalties shall be properly applied to the invoice as outlined within the scope of services.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by HCS.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and HCS.
- B. If HCS requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. HCS shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. ABM agrees to protect, defend, indemnify and hold harmless the Client against any and all claims arising out of or related to this Agreement or ABM's performance under the terms of this Agreement regardless of allegations of fault against HCS.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in the Solicitation identified Insurance Requirements.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in the Solicitation identified Insurance Requirements.
- C. Vendor shall provide Worker’s Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances as required. All insurance must be occurrence based, but for Professional Liability. Vendor shall include Hamilton County Department of Education as additional insured by blanket policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement number (#) for the additional insureds. A failure to provide said documentation will be considered a contract breach and grounds for termination of contract or pending award recommendation.

Insurance Required	
Coverage	Amount
Workers Compensation	Statutory Limits of Tennessee
Employers Liability	\$1,000,000 each accident \$1,000,000 Disease each employee \$1,000,000 Disease Policy Limit
Commercial General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Errors & Omissions (Professional Services)	\$1,000,000 each claim
Auto (Truck) Liability	\$1,000,000 each accident

- D. These requirements, as well as HCS review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Tennessee and must possess a current A.M. Best’s Financial Strength Rating of “B or better.” No changes are to be made to these specifications without prior written specific approval by HCS Risk Management. To the extent multiple insurance coverages and/or HCS's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors including HCS as an additional insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by HCS, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with the TN Open Records Act, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by HCS in order to perform the services required under this Agreement;
 - 2) upon request from HCS, provide HCS with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under the TN Open Records Act, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4) meet all requirements for retaining public records and transfer, at no cost to HCS, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to HCS in a format that is compatible with the information technology system of HCS.
- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of HCS and shall not represent itself as

such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to HCS shall be that of an independent contractor and not as employees of HCS. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of HCS upon acceptance by HCS. This shall pertain to only equipment provided under this Agreement to be owned by HCS. Equipment provided and utilized by the Vendor for purposes of servicing HCS under this Agreement shall retain ownership and all maintenance related responsibilities with the Vendor as outlined in Exhibit A.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by HCS and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive HCS written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties, including but not limited to strikes or labor disputes.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Tennessee. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. Either party may terminate this Agreement for any reason upon sixty (60) days prior written notice to the other party.
- B. HCS may terminate this Agreement for cause when, in its judgement, the Vendor has failed to provide the agreed-upon Services; provided, however, that HCS may not terminate this Agreement for cause without the HCS representative first informing the Vendor of HCS's complaints in writing and giving the Vendor thirty (30) days to correct any such deficiencies. In the event the Vendor shall fail to address the deficiencies to the satisfaction of the HCS representative, then this Agreement shall terminate on a date specified by HCS, and HCS shall have no further obligation to the Vendor whatsoever.
- C. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- D. HCS rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in HCS with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Hamilton County, TN, or where proper subject matter jurisdiction exists, in the United States District Court for the East District of Tennessee sitting in Chattanooga. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Tennessee without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

HCS may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by HCS. HCS may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event HCS does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event HCS does not direct the Vendor to resume work within ninety (90) calendar days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement where ownership passes to HCS upon final acceptance shall be new (unless specifically identified otherwise) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from HCS at no expense to HCS. HCS reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing

or shipping damage. In such case, the Vendor shall refund to HCS any money which has been paid for same.

- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to HCS, at no additional cost to HCS, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. Performance Bond: The Vendor shall be responsible for providing a Performance Bond meeting HCS requirements prior to the annual commencement of services for 100% of the anticipated annual total contract amount. Fees/costs associated with procuring any bonding shall be at the sole expense of the Vendor and such shall be covered by the total fees presented by the Vendor for this Agreement.
- B. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- C. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by HCS and claims for the money due or to become due to the Vendor from HCS under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from HCS. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to HCS.
- D. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- E. The failure of HCS to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- F. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- G. Neither HCS review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- H. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- I. Non-Solicitation: During the term of this Agreement and for a period of one (1) year after its termination, HCS will not recruit or employ any managerial employee of the Vendor who has overseen the Vendor's performance under the terms of this Agreement for any position that is any way related to the Services the Vendor has performed for HCS. If the Vendor believes HCS has violated this covenant, then the Vendor may pursue an injunction in the Chancery Court for Hamilton County, Tennessee, and, if an injunction shall issue, then HCS will be responsible for the Vendor's reasonable attorney's fees.
- J. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by HCS. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or HCS recognized holiday, the deadline will then fall to the next Monday or non-HCS recognized holiday.
- K. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Scott Camp
Title: President
Address: 14141 Southwest
Freeway, Suite 477
Sugar Land, TX 77478
Telephone: 404-427-7760
E-mail: Scott.camp@abm.com

HCS's Representative:

Name: Lindsay Cepero, CPM, CPPO, CPPB
Title: Director of Procurement
Address: 3074 Claude Ramsey Parkway
Chattanooga, TN 37421
Telephone: 423-498-7173
E-Mail: Cepero_Lindsay@HCDE.Org

- L. Any change in HCS or the Vendor's Representative will be promptly communicated by the party making the change.
- M. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- N. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Vendor's Submittal in Response to the Solicitation
 - 3. Solicitation
 - 4. HCS's Purchase Order

EXHIBIT A

SCOPE OF SERVICES

"Contractor," "Service Provider," and "Vendor" shall be utilized interchangeably for purposes of this Agreement.

For a complete list of facilities, refer to Exhibit A Custodial Facility Information from RFP 25-15, HCDE Custodial Services.



Custodial Scope of Work (SOW)

For

Hamilton County Department of Education

1 CUSTODIAL SCOPE OF WORK

1.1 Introduction

The custodial specifications for the Hamilton County Department of Education, located in Chattanooga, Tennessee (hereinafter referred to as “HCDE”, “Hamilton County Schools” or “HCS”) have been put into a performance-based framework which allows for a clear and concise understanding of the various customer requirements and key performance indicators (KPIs).

In addition to the performance criteria described in section 1.2 herein, the Cleaning Specifications and Green Cleaning Policy includes industry best-practices to ensure a healthy and safe environment for the people who visit, study or work in HCS buildings and schools.

1.2 Custodial Performance-Based Criteria and Key Performance Indicators

Service Provider shall be required to participate in a web-based global quality system. HCS will utilize the Smart Inspect quality system.

The performance of the Service Provider shall be evaluated and managed in the manner described below:

During the term of this agreement, the Service Provider shall conduct ongoing quality audits and data uploads using the Smart Inspect quality system (or similar type program). Smart Inspect will be paid for separately by HCS and must be utilized by the Service Provider.

Service Provider shall inspect at least half of all buildings in the portfolio at least once per month. The remainder of the portfolio must be inspected the following month, so that all school buildings are inspected every 60 days.

The Service Provider has primary responsibility to schedule and coordinate the audits (including joint audits), communicating the monthly schedule with HCS. Inspectors shall randomly select a variety of areas throughout each facility inspected, but shall always include the main entrance/lobby, cafeteria, primary restrooms, main office area, a random sampling of classrooms / faculty lounges / stairwells, plus any other primary high-visibility areas. HCS supervisors, principals and staff shall be provided with copies of audit reports.

Occasionally, HCS may conduct its own inspections, separate from the Service Provider’s formal monthly inspection. Additionally, ongoing third-party audits may be conducted by a joint review team comprised of a third-party auditor and a representative of HCS.

Service Provider is also expected to conduct observational inspections after each night’s cleanings to confirm work has been completed in a satisfactory manner. Any noted deficiencies in quality must be communicated and addressed.

HCS reserves the right to request change the inspection requirement for any of the buildings included in the Agreement. It is recommended that the quality inspection be spread

throughout the month. Any building that fails an inspection must be inspected for consecutive months until the building receives a passing score

Maintaining a Quality Success Percentage of 85% or better

During the term of the agreement, the Service Provider is required to maintain a quality success percentage (QSP) of 85% (relating to the quality system).

A QSP score shall be defined as the score that results from dividing the total acceptable items (i.e. items that meet the appearance criteria as stated in specifications) into the total number of items inspected. For example, if an auditor inspects 1,000 items and 850 of those items are deemed to be acceptable (free of dust, debris, spots, etc.), then the resulting QSP is 85%.

Quality Improvement Plan

The Service Provider shall provide a quality improvement plan within one week following each audit, regardless of the QSP attained.

Non-Compliance Penalty

Non-compliance is defined as:

- 1) Failure to obtain the defined minimum QSP score (85%)
- 2) Failure to conduct the required monthly audit (at least 50% of the portfolio)
- 3) Failure to meet other terms and conditions of the agreement

Two consecutive months of non-compliance shall result in a 3% penalty of the second month's invoice value and shall apply to individual buildings if applicable (rather than the total, combined score). The penalty shall be continued for additional consecutive months of non-compliance.

- 1) Failure to obtain the defined minimum QSP Score

A 3% penalty shall apply if an individual building fails to obtain a QSP score of 85% for two consecutive months. A failed third-party quality audit also results in a 3% penalty for the failing building. The 3% penalty shall not apply to any extra work order line items on the custodial invoice. Repeated failure to achieve a QSP of 85% may result in termination.

- 2) Failure to conduct the required monthly audit

The Service Provider has the primary responsibility to schedule and coordinate, with HCS management, a monthly audit using the Smart Inspect quality assurance platform (a cross section of the buildings shall be inspected each month, or more/less if approved by HCS). Inspectors shall randomly select a variety of areas throughout the whole building, but shall always include the main entrance/lobby, cafeteria, main office, restrooms, plus any other primary high-visibility areas.

Failure to conduct the required monthly quality audit will be deemed as the equivalent of failing to meet the prescribed QSP score. The 3% penalty for the missed building, as well as other available remedies, will apply.

3) Failure to meet other terms and conditions of the agreement

The Service Provider also agrees to all other terms and conditions as described in the agreement. Failure to meet these terms and conditions may result in termination.

The first 90 days of the agreement are considered a grace period, during which metrics will be tracked, calibrated and benchmarked, with a focus on proper use of the inspecting software and refinement of the quality improvement process.

Key Performance Indicator (KPI)	Performance Standard	Process & Source	Data & Tools	Desired Outcome	Performance Fees
#1 Service Provider Observational Inspections	Maintain high standard of quality and cleanliness, so that all students, faculty, and visitors can enjoy clean, healthy and safe facilities	Service Provider supervision shall inspect all buildings prior to buildings being occupied each day.	Smart Inspect or custodial work order or ticketing software and automated reports/dashboard may be used during these inspections.	Confirm all nightly and pass-down tasks or project work has been completed successfully. Address any quality deficiencies.	N/A
#2: Service Provider/Joint Detailed Inspections	Maintain high standard of quality and cleanliness, so that all students, faculty, and visitors can enjoy clean, healthy and safe facilities	<p>Service Provider's management and supervisory team inspects the facilities on an ongoing basis, inviting HCS representatives to join the inspection if available.</p> <p>Service Provider shall inspect half of all buildings at least once per month.</p>	Smart Inspect or similar custodial quality software with automated reports/dashboard	<p>Each building's quality level is in the acceptable scoring range: 85% - 89.99%</p> <p>Goal: > 90%</p> <p>Exception: Acceptable scoring range for all medical areas and restrooms is > 90%</p> <p>Service Provider is expected to continuously strive for 100% cleanliness</p>	<p>A 3% monthly performance fee shall be credited against the monthly invoice for any individual building inspected that fails to obtain a QSP score of 85% for two consecutive months.</p> <p>The monthly credit will continue for consecutive months until the quality levels are improved to the acceptable range</p>

Key Performance Indicator (KPI)	Performance Standard	Process & Source	Data & Tools	Desired Outcome	Performance Fees
#3: Third-Party Inspections	Maintain high standard of quality and cleanliness, so that all students, faculty, and visitors can enjoy clean, healthy and safe facilities	Third-party consultant may inspect a cross-section of the facilities during the school year. Service Provider and HCS personnel may accompany the third-party inspector, if available.	Smart Inspect or similar custodial quality software and automated reports/dashboard	Each building's quality level is in the acceptable scoring range: 85% - 89.99% Goal: > 90% Exception: Acceptable scoring range for all medical areas and restrooms is > 90% Service Provider is expected to continuously strive for 100% cleanliness	A 3% monthly performance fee shall be credited against the monthly invoice for any individual building inspected by a third-party auditor that fails to obtain a QSP score of 85%

Key Performance Indicator (KPI)	Performance Standard	Process & Source	Data & Tools	Desired Outcome	Performance Fees
#4: Quality Improvement Plan (QIP)	Participate in a formal process to strive for continuous improvement	<p>Each month, Service Provider reviews the quality inspection results (KPI's #1, #2, and #3) to develop and submit a QIP. The QIP should also include highlights of key activities, lessons learned, and successes from the previous month.</p> <p>Continuous Improvement Cycle: On the 2nd Wednesday of each month, Service Provider shall report on the close-out of the previous month's QIP and submit the new QIP based on the most recent quality inspection data.</p>	Service Provider and HCS to co-develop a customized tool or spreadsheet	Monthly "punch list" of corrective actions, based on prior month's quality deficiencies. Identify root causes and training opportunities. QIP shall include a list of deficiencies (lowest scoring buildings or areas, for example), the corrective action, assigned team member, target date, and closeout date/notes/signoff	N/A
#5: Staffing	Maintain appropriate staffing levels to produce high levels of cleanliness and healthy cleaning practices	Service Provider maintains actual labor staffing and presents weekly productive (actual) labor hour reports vs. staffing plan	Service Provider's selected staffing tool, database or spreadsheet to submit weekly productive labor hours and call-offs	<p>Acceptable labor staffing range: 95% to 100% of staffing plan</p> <p>Acceptable management staffing: maximum 12 weeks vacancy for any position</p>	Each month, the fixed-price total invoice value shall be adjusted based on a credit for non-replaced absenteeism (number of monthly hours of non-replaced employee absenteeism under the 95% threshold) multiplied by the hourly discount rate for non-replaced absenteeism as stated in the Pricing Exhibit

Key Performance Indicator (KPI)	Performance Standard	Process & Source	Data & Tools	Desired Outcome	Performance Fees
#7: Project Work Schedule	Perform carpet and floor care services – including extraction, shampooing, scrub/recoat, strip/refinish, burnishing and other project work according to specification and schedule	Service Provider schedules and manages its restorative floor and carpet work, deep cleaning of restrooms, and other projects, presenting monthly updates	Service Provider uses a spreadsheet, database, or system to schedule, track, manage and report the floor, carpet care and project schedule	Monthly Project Work Schedule with updates provided	N/A

Emergency Response Consideration

HCS understands that the Service Provider, at times, is required to reassign staff to respond to an emergency. In these instances, the area(s) or building(s) where staffing is reduced in order to respond to the emergency shall not be inspected for two days in order to give the Service Provider an opportunity to catch up on the cleaning of that area or building.

Team Approach

HCS views its relationship with the Service Provider as a team relationship. Therefore, the Service Provider shall be invited to accompany both HCS and/or a third-party auditor during any cleaning quality inspection.

1.3 Account Management

HCS reserves the right to ask for team member changes at any time. Prior to bid award, HCS reserves the right to ask the Service Provider for its proposed Supervisory Staff (names, résumés, references, etc.). HCS reserves the right to approve or disapprove of the Service Provider's proposed supervisory candidates. Service Provider shall put in place an account management team that will have the responsibility to manage the HCS account at all buildings within the scope of this RFP. This team shall consist of the following individuals (but, may not be limited to) who will be responsible for the assignments designated below:

Account Manager

- Fully dedicated and local (40 hours) to HCS account.
- Is available 24 hours, 7 days a week (as appropriate)
- Is responsible for oversight of all buildings
- Has at least three years' experience managing custodial services
- Responds to emergencies within two hours
- Has ultimate overall responsibility for all activities within the HCS account
- Functions as the primary contact with HCS
- Institutes escalation procedures necessary to meet the service and quality requirements outside the standard terms of the contract
- Visit HCS buildings as appropriate
- Coordinates HCS requirements within the Service Provider's organization consistent with HCS needs
- Updates HCS on potential changes in products, services and enhancements to the current program
- Provides HCS information on resources, educational opportunities and industry trends
- Assists HCS on other program requirements as directed
- Performs quality inspections

Supervisors

- Has at least three years' supervisory experience
- Coordinates and acknowledges all activities
- Acts as a key interface with HCS
- Coordinates and tracks all activities ensuring compliance to agreed upon schedules, requirements and quality expectations
- Coordinates all corrective activity
- Disciplines, trains and coaches custodial team
- Performs quality audits, based on performance criteria
- Responds to calls promptly
- Perform regular inventory checks to maintain adequate paper product supply levels
- Prepares and submits purchase orders as needed for paper/consumable supplies
- Make sure each employee understands his or her daily assignment, placing special emphasis on periodic maintenance, customer complaints and special project assignments
- All other duties as directed by HCS

The manager(s) and supervisors shall maintain a detailed monthly record of staffing, specifically employee hours worked by day to verify that HCS receives staffing consistent with the requirements listed herein. Manager(s) must demonstrate that adequate staffing is maintained on a month-to-month basis and must ensure coverage for daily absences.

1.4 Reporting

The Service Provider must provide various management reports to HCS. The reports specified below represent the minimum reporting requirements. All reports (divided by frequency required) that shall be submitted to HCS are summarized below:

Daily

- Communicate all events and issues to HCS, including but not limited to: attendance, injuries, damages (i.e.: missing items/furniture, broken furniture, torn carpets, stair treads, etc.), security, building intruders, etc. The employees of the Service Provider shall be responsible to immediately notify security of any inappropriate or illegal activities that they witness while on site.

Monthly

- Quality inspection scores and KPIs, including:
 - Overall monthly average score
 - Average score per building / school
 - Corrective action plans and follow-up results
 - Quality trend reports
 - Note: Smart Inspect automatically generates monthly quality inspection data and reports

Quarterly

- A dashboard report showing high-level KPIs and data. For example: quality scores (overall and by group), supply/consumable purchase amounts and/or KPIs, training hours, and open action items
- Training logs, indicating topics covered and hours per employee
- Project Schedule: cycle task schedule to be updated weekly showing completed tasks. Project schedule reports not received will indicate that work was not completed
- Service Provider shall provide a report summarizing the status of open special projects / cleaning duties and restorative cleaning tasks
- Cost saving and process enhancement opportunities
- Industry trends and outlook

1.5 Training

Service Provider shall ensure that staff has received appropriate training for all services described herein. Training programs are to be approved by HCS. Evidence of training must be provided upon request of HCS. The training shall include, but is not be limited to:

- Customer service training
- Environmental Health and Safety training
- Blood-borne pathogen training
- Asbestos awareness training
- Appropriate chemical “hazard” communication training and SDS
- Workplace safety training
- Pandemic response and “cleaning for health”
- Orientation to the area(s) being serviced
- Green cleaning training

Service Provider shall provide all training at no additional cost to HCS. Service Provider shall provide evidence of initial training, as well as on-going refresher training, at the discretion of HCS.

Service Provider shall maintain and submit a quarterly training log. The training log shall list the employees, training topics addressed, and number of hours spent in training. A minimum of eight hours per year per employee is required.

1.6 Green Cleaning

To demonstrate its commitment to sustainable cleaning of its buildings, HCS has implemented a Green Cleaning Policy. HCS requires that the Service Provider performs cleaning in accordance with the program as stated in the Green Cleaning Policy.

1.7 Problem Resolution

Service Provider shall remedy any unsatisfactorily performed or missed service(s) that have occurred. Where performance of a task(s) has been deemed by HCS’s management team to

have been performed unsatisfactorily, or missed, Service Provider shall perform such task(s) to a satisfactory completion within 12 hours of notice, at no additional charge to HCS.

1.8 Paper Products / Consumables / Trash Liners

Service Provider will provide consumable supplies required in connection with the custodial services described in the proposal. These supplies include, but may not be limited to: toilet tissue, paper towels, hand soap, hand sanitizer, waste container liners, and other consumable products as may be required.

All paper products must be sized to fit the dispensers at each respective location. HCS reserves the right to accept or reject any consumable or paper product choice.

Service Provider will implement an inventory control program and as requested, provide HCS with quarterly reports on usage, current inventory, shrinkage and future requirements.

Service Providers must also furnish replacement dispensers for consumables at no cost to HCS. HCS will be responsible for installation of dispensers.

1.9 Chemicals

The Service Provider shall be responsible for providing all cleaning chemicals and supplies, to be included in the overall fixed price.

Chemicals used for daily cleaning, disinfectants, window cleaner, floor stripper and wax, odor control and any other chemicals for cleaning are included in this contract.

Service Provider will comply with all OSHA requirements and maintain the appropriate Safety Data Sheets (SDS) wherever it stores chemicals at each HCS building. The Service Provider will also provide HCS composite manual on all SDS. The SDS should be kept current. Manuals and electronic records will be kept at each school-based location and in the Maintenance Office.

Upon request, the Service Provider shall submit a log book of up-to-date Safety Data Sheets (SDS) of all supplies with attached SDS intended for use in the building. All chemicals and supplies brought on-site by Service Provider must be properly labeled and stored according to OSHA regulations.

All cleaning products and supplies shall meet the green cleaning requirements as stated in the Green Cleaning Policy.

Cleaning supplies and chemicals shall be discussed during the annual vendor review meeting, to include topics such as: reporting, cost reduction, supply distribution, usage, standardization and green cleaning. The Service Provider shall work with HCS on an ongoing basis to test new cleaning supplies, methods, processes and consumables products to develop program improvements.

1.10 Equipment

Service Provider shall be responsible for providing and maintaining all equipment and related items for HCS. Service Provider shall begin the agreement with all new or like new equipment included in the fixed price. Like new equipment is equipment whose appearance, function, life expectancy and technology are equivalent to brand-new models of the same types of equipment and is not more than two years old. Equipment is to be well maintained and checked periodically for safety hazards. All equipment is to be stored out-of-sight in the appropriate designated area(s) when Service Provider's personnel have completed their task.

At the onset of the agreement, Service Provider will provide HCS with a list of equipment to be used. This list must be maintained and updated throughout the term of the agreement and shared with HCS upon request. HCS reserves the right to require specific equipment to be utilized to preserve building finishes. Service Provider will be responsible for any repairs because of misuse or negligence.

Service Provider shall utilize ride-on and high efficiency equipment for areas that would benefit from these equipment types. Gas power equipment may not be stored inside any facility.

1.11 Service Provider Employees

The names and addresses of all contract employees shall be provided to HCS prior to the start of work and immediately if changes in staffing occur. The directory shall be updated immediately when a new employee is hired and when an employee is terminated. The directory shall show each employee's name, a photograph, and the employee's assigned work location(s) and primary assignment. The roster shall also designate the lead day porter at each school and the lead night supervisor at each school. The directory shall include cell numbers for all management and supervisory staff. Substitute employees shall be included in the directory and labeled as substitutes. It is understood that employees may be shifted from one school to another as needed, but primary work locations should be noted on the directory. The staffing directory should note the name of employees who will be responsible for opening and closing each school building each day as well as the back-up person for each school location.

Service Provider personnel shall sign in and out every day, a time clock will also meet this objective. The sign in/out sheet or electronic record shall be made available to HCS upon request, and monthly staffing reports (showing each week's productive labor hours vs. staffing plan hours) shall be submitted to HCS when requested.

The individuals employed by the Service Provider shall be capable employees, trained and qualified in custodial and related work. All employees must receive close and continuing first-line supervision from the Service Provider. Service Provider employees must wear identifiable uniforms such that employees are neatly, comfortably, and safely dressed under various weather conditions. All day porters/ day custodians shall wear the same shirt and pants combination uniforms. All uniforms must be approved by HCS. Service provider shall supply each employee with a security badge that includes the employees name and picture

(must be approved by HCS). This badge must be worn at all times while on school grounds. Service Provider employees must wear proper Personal Protective Equipment (PPE) where applicable. Service Provider shall supply all uniforms and PPE.

Service Provider employees will be expected to interact with HCS employees, visitors and students in a friendly and courteous manner. Service Provider employees will not engage in inappropriate conduct such as borrowing money from HCS employees, visitors and students, using available telephones for personal calls, arguing over controversial subjects, conducting outside business at HCS locations, using HCS equipment or supplies for personal reasons or to satisfy the requirements of this agreement, or taking HCS materials, equipment or supplies, including those belonging to employees, visitors and students, for any reason. Employees will not accept gifts or gratuities from anyone for any reason. HCS has the right to remove any employees from its locations at its discretion.

At times special circumstances may arise in which HCS would require an employee's responsibilities to change for a short period of time. This could result in the employee performing a function not normally within their job description. Service Provider must ensure that employees are flexible to be able to handle special circumstances as they arise.

Service Provider agrees that absenteeism of its employees shall not be an excuse for work not being performed. In the event an employee of Service Provider is sick or absent (or if there is a vacancy in the position), Service Provider shall supply an adequately trained and uniformed replacement. Supervisors, managers, and existing custodians shall not be used to cover assignments. Service Provider must maintain a substitute pool of custodial staff available at all times.

1.12 Employee Background Checks and Citizenship Verification

Service Provider shall perform a full background check at no additional cost to HCS (including criminal background investigation). Service Provider shall perform a full background investigation on any Service Provider employee who performs services for HCS within four weeks before beginning an assignment at HCS and shall certify to HCS that no such employee has any criminal background. HCS reserves the right to review these records.

Additionally, HCS may perform its own background check for any proposed employee. All proposed employees must be cleared by HCS before they are permitted to perform services on site.

Service Provider represents and warrants that all Service Provider employees designated to perform services for HCS are either citizens or legally eligible to work in the United States. Service Provider shall utilize E-Verify to verify this requirement is met. Service Provider also represents and warrants that it has and will comply with all applicable immigration laws and regulations.

In submitting this proposal, Service Providers are certifying that they are aware of the requirements stipulated by T.C.A. 49-5-413 (d) to conduct criminal background checks

through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on any employees who may come in direct contact with students or who may come on or about school property anytime students are present. Service Provider is further certifying that at no time will your company ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

In submitting this proposal, Service Provider is certifying that it will ensure that all of its employees designated to perform work at HCS will be enrolled in the Rapback program via HCS. Service Provider acknowledges that it is responsible for ensuring payment of the Rapback enrollment fee for each of its employees who are enrolled in the program.

In submitting this proposal, Service Provider further acknowledges that management of its employees' enrollment in the Rapback program necessitates additional labor on the part of HCS employees. Given that, Service Provider agrees to submit a one-time payment of \$5.00 per each employee enrolled in the Rapback program via HCS to HCS in order to help compensate for this additional labor.

The Service Provider will perform drug screening according to the Drug-Free Workplace Act to insure employees function in a school environment without posing a threat to students or district staff. Random drug testing may be required.

When notified by HCS of an act of theft or dishonesty by Service Provider employees, and such act is not reasonably in dispute, Service Provider shall reimburse HCS. Service Provider will remove any Service Provider employees from assignment at HCS that are deemed by HCS to be unsatisfactory for any reason. The Service Provider agrees to protect, defend, indemnify and hold the HCS harmless against any possible claim by the employee so removed.

1.13 Security

Service Provider will be responsible for activating the security systems in each building, turning on and turning off all lights, setting alarms and securing all prescribed interior doors and exterior entrances upon completion of work assignments.

It is imperative that building security systems be "armed" every day when leaving school:

Evening Custodian: Final Check:

- Check all exterior doors and windows
- Check building for any occupants or intruders
- Interior door check
- Set Alarms. Signal will be sent to ADS Security LP (615) 269-4832 when system is "armed"
- In the event of system malfunction or failure to arm: Notify supervisor, remain in the building until supervisor or maintenance personnel arrive to repair system.

Failure to adhere to these security measures may result in termination of contract.

1.14 Language Requirements

All managers and supervisors must be able to speak, read and write fluent English to communicate with building occupants and respond to emergencies or safety concerns immediately. Additionally, all daytime cleaning personnel must be able to speak and read fluent English.

1.15 Work Rules

Employees of Service Provider shall not disturb papers or personal effects on desks, open drawers or cabinets, use telephones, computers or tamper with other personal or HCS property. Additionally, the Service Provider shall require employees to adhere to the following work rules:

- Minimum lights will be used in the process of cleaning
- Turn off lights upon completion of cleaning operations
- Do not read or remove any materials left on desks, file cabinets, etc.
- Do not remove anything from the building which is personal or HCS property
- Do not smoke or vape in the buildings or on any HCS campus
- Do not use telephones or computers for personal calls, emails or surfing the internet
- Do not open drawers, doors, etc. of office furniture
- Do not consume alcoholic beverages or other drugs on the job or report to work under the influence of alcohol or drugs
- Do not operate or tamper with any office machines or equipment
- Wear proper attire
- Security check doors and windows
- Activate the site security system using a security code provided by HCS
- Do not enter any off-limit areas
- All keys and keycards for custodial employees, including the supervisor's, will be kept in a secure location. Service Provider is responsible for any costs or liability incurred as a result of their loss or misuse
- Service Provider's employees shall leave the premises with all perimeter doors locked upon leaving the building. Service Provider will leave all office doors, conference room doors, classroom doors, storage doors, etc. in the condition specified by HCS

1.16 Day Porters/ Day Custodians

The Service Provider shall provide HCS with day custodians/day porters as noted in Exhibit A.

The day custodians shall perform tasks such as policing the restrooms, entrances, cafeterias and immediate exterior areas. These employees shall also be required to perform special services and events at the direction of HCS, including the prompt response and clean-up necessitated by emergencies, as well as many other non-cleaning duties. These services will

be required during the regular business hours or as HCS may wish to assign them. These requirements shall be considered part of the total proposal of cost. The Service Provider MUST provide day custodian hours equal to the level of day custodian staffing levels noted in Exhibit A.

1.17 Night Custodians

The Service Provider shall propose a staffing plan for evening/night cleaning custodians based on the cleaning specification, the performance standards, and the Service Provider's experience.

1.18 Scheduling of Night Cleaning

Cleaning of sites will normally be performed Monday through Friday in coordination with the school district's calendar. It is the responsibility of the Service Provider to adjust their cleaning schedule if school buildings are being used after normal hours.

Buildings are available to the Service Provider for night cleaning and maintenance tasks within the hours of 4:00 p.m. and 11:00 p.m. Any cleaning/maintenance outside of those hours require the express written permission of HCS prior to them being commenced.

1.19 School Year Calendar and Summer Cleaning

Service Provider will provide **full staffing** to all school facilities 52 weeks per year from 6:00 a.m. until 11:00 p.m. Monday thru Friday; except for listed holidays. Notwithstanding the previous statement, staffing will be required for cleaning at any and all school sanctioned events under normal hours. Afterhours, weekends and holidays will be scheduled separately.

If school is closed for snow or other emergencies, the contractor is required to work.

School Year General Cleaning Calendar: Service Provider must perform full custodial routine cleaning duties in buildings for 173 student days plus 13 teacher/admin in-service workdays, totaling 186 days. Service Provider will not be onsite on listed holidays (11-12 days) unless permitted by HCS.

New Year's Day - 2 days **

Martin Luther King Day - 1 day

Spring Holiday - 1 day

Memorial Day - 1 day

Juneteenth - 1 day

Independence Day - 1 day

Labor Day - 1 day

Thanksgiving - 2 days *

Christmas - 2 days **

*Thursday and Friday

**Exact days determined annually by the Director of Schools

Summer Cleaning Calendar: Service Provider is responsible for ensuring all floors are stripped and refinished in the summer months with a three-coat minimum of standard floor finish. Service Provider is responsible for deep cleaning in the summer months including windows (all exterior within reach of 6-foot ladder), blinds, and high dusting in all locations. Service Provider shall provide labor to move and re-install furniture when floors are being refinished.

Service Provider is responsible for all equipment and supplies needed to perform summer cleaning.

Service Provider will have an estimated 50 business day window to complete all summer cleaning services between the dates of approximately May 22 and August 5. The Service Provider acknowledges that the school district operates a Summer School Program and a Child Care Program within its facilities. The Service Provider agrees to schedule all cleaning services in a manner that minimizes disruption to these programs and ensures the safety and comfort of students and staff. The Service Provider shall meet with representatives of the school district to discuss and establish a cleaning schedule prior to the start of the Summer School and Child Care Programs. Additional meetings may be required if program schedules change. The Service Provider shall provide a proposed cleaning schedule for approval by the School District at least 30 days prior to the commencement of services. The Service Provider agrees to adjust cleaning schedules as needed to accommodate changes to program activities or schedules, provided reasonable notice is given by the school district. Priority will be given to the buildings with year-round programs to ensure floors and other restorative tasks are completed. The preparation for any work may be impacted by summer school programs, community use of buildings, and planned capital projects.

Service Provider must submit the summer cleaning schedule to HCS prior to April 1st.

Service Provider should also utilize Fall Break and Spring Break and other school closures for restorative and project work.

All cleaning activities during school closures must be planned and coordinated with HCS.

Annual gymnasium floor restoration for all schools in this RFP shall be coordinated by Service Provider with HCS approved contractor. A \$120,000 allowance has been included in the Pricing Exhibit for this purpose.

1.20 Academic Calendar and District Map

The HCS academic calendar can be accessed here:
<https://www.hcde.org/cms/one.aspx?pageId=350294>

A map indicating all school locations can be found here:

<https://hamilton-county.maps.arcgis.com/apps/instant/basic/index.html?appid=f01d0e66d8e04c4e8dbad126df3cae46>

1.21 Extra Services

To accommodate diverse set-up needs of athletic programs, other extra-curricular activities and any community building rental; custodial staff must be able to prepare for and support a variety of programs. Monday through Friday, cleaning after all such events before the next school day, is included in the base proposal. School sponsored activities on weekends and after hours are not to be included in the base proposal.

For event-related services that require extra labor above and beyond the base staff, Service Provider shall invoice based on the pre-established all-inclusive hourly price for extra work (included in the Pricing Exhibit). This hourly rate only applies to events and extra services that require *overtime* or *extra* labor hours. Events supported by day porters, or custodians during their normal shift times will not be eligible for additional billing. HCS is not committing to order any or all additional services under this agreement and may, in its discretion, have some or all of such work performed by others. Any additional work must be approved by HCS.

Beyond the base proposal, the district reserves the right to make special requests for cleaning large areas in a short period of time, cleaning a specifically designated area within a building, and/or working on weekends or holidays, if used by an outside group. If such a request is made, work will be on an extra cost basis, separate from the base proposal, and potentially billed to the sponsoring agency. Such requests will be in writing from the office of the Chief Operations Office or designee. Service Provider's billing for same will be on a separate invoice listing each event, man-hours used and cost per hour and supplies and material cost. In responding to this request for proposals, Service Providers are responsible for understanding the scope of these activities and be able to accommodate them as part of their response to the request for proposals. District staff is available through the Chief Operations Office or designee, to provide background information as requested.

1.22 Emergency Response Services/Essential Workers

Service Provider understands that custodial services are essential to the functioning, critical infrastructure operations at HCS. Custodial personnel must be available to ensure the continuity of services, including during times of inclement weather. Service Provider, on occasion, may be asked to perform a scaled response to abnormal and/or emergency conditions, such as flooding, storm damage, etc. Service Provider should be prepared to respond to small (one classroom overflowing sink, carpeted area) and medium (minor flooding in corridor, five to seven classes impacted, water on carpeting, walls, furnishings). For large scale emergencies dedicated emergency response and restoration contractors will be called in; however, it typically takes hours to respond so custodial staff will need to mitigate damage until they arrive. Emergency response services shall be considered extra billing unless performed by existing custodial staff during their regularly assigned shift schedule.

Service Provider must have the proper equipment available, to include blowers and extractors/wet dry vacuums.

1.23 Monthly Insufficient Custodial Staffing Credit

Service Provider must maintain the number of custodial labor hours as proposed in the Pricing Workbook in each month of the Agreement. If actual monthly custodial labor hours, for all services included in the base specification, fall below the proposed custodial labor hours as indicated by in the Pricing Workbook for any month of the Agreement, a credit must be provided back to HCS.

The monthly invoice shall include a credit for non-replaced absenteeism and vacancies (number of monthly hours of non-replaced employee absenteeism or vacancies, multiplied by the hourly discount rate for non-replaced absenteeism and vacancies as stated in the Pricing Workbook). Service Provider shall provide monthly reports summarizing the total number of monthly labor hours worked compared to the total number of monthly labor hours proposed. The delta of these two totals shall be the total number of non-replaced employee absenteeism. Considerations will be made for holidays and number of working days per month. Supervisors and management hours may not be used toward the total number of labor hours. Service Provider shall use floater or absentee replacement personnel to cover staffing assignments, rather than utilizing existing custodial staff in the buildings.

1.24 Bio-Hazard Services and Pandemic Response

The Service Provider shall provide HCS with adequate staffing, training, procedures and PPE to complete cleaning and disinfecting services of biohazard incidents and other outbreaks of highly communicable diseases. This is to include, but is not limited to blood spills, vomit and other bodily fluids/waste, flu season and pandemic response. Service Provider shall have the ability to perform immediate pandemic response (including complete disinfection services for suspected or confirmed cases of highly communicable diseases, including COVID-19), including use of supplies, and related PPE.

Biohazard and pandemic response services shall be conducted in accordance with current OSHA, CDC, EPA, and HCS standards. Disposal of the contaminated materials associated with these cleanings will be conducted in accordance with current OSHA and DOT standards and regulations.

1.25 Communication

Service Provider shall provide smartphones for the account manager, supervisors and head workers.

1.26 Adding or Removing Buildings and Employees

At the sole discretion of HCS, additional buildings or employees (e.g. day porters/custodians) may be added to or removed from the scope of this agreement.

If an entire building is added to the agreement, the Service Provider shall be required to submit a formal proposal and full disclosure Custodial Pricing Workbook that specifies the proposed staffing levels and cost.

If an additional personnel are added to the agreement, the rates in the Miscellaneous Pricing exhibit shall apply.

The Service Provider will be given at least 14 calendar days advance notice before the area requirements of this agreement are increased.

1.27 Mat Cleaning

Interior and exterior matting shall be cleaned as required. The Service Provider shall not be responsible for mat replacement and mat replacement costs. HCS reserves the right to change this practice during the term of the Agreement.

1.28 Perimeter Glass

Cleaning of first floor interior and exterior perimeter glass shall be included in the base agreement. Door glass and adjacent entrance glass/lobby, as well as all other interior glass, as indicated in the HCS Custodial Specification.

1.29 Vehicles

Service Provider's proposal shall include all vehicles necessary to fully perform the duties included in this specification. The Pricing Workbook contains line items relating to vehicle and fuel costs. The Service Provider must complete these line items as part of its proposal response.

Vehicles shall be maintained in good working order and any repairs shall be the sole responsibility of the Service Provider. Service Provider is responsible for all fuel. Service Provider shall provide a substitute vehicle within eight hours of any vehicle being removed from service for any reason. Service Provider shall park only at locations to be designated by HCS.

1.30 Waste Removal and Recycling

All wastepaper/wet trash shall be removed from the building each day and night and deposited in the appropriate waste container/compactor in such a manner as to allow the trash contractor to pick it up.

HCS has a recycling program. Service Provider will remove all cardboard and other recyclables from sites and deposit into designated recyclable dumpsters.

HCS shall have the right to stop Service Provider's employees to check all waste removal to provide a deterrent to theft.

Service Provider shall notify HCS Maintenance if exterior receptacles are full.

1.31 Subcontractors

No subcontractors will be used without HCS approval.

1.32 Snow and Ice Removal

Service Provider is responsible for snow and ice removal at all school entrances and walkways. Service provider is responsible for providing any shovels and hand tools for this purpose. Ice melt will be provided by grounds contractor.

1.33 Warehouse and Office Space

Warehouse space will be provided by the district and it is the responsibility of the contract to maintain warehouse staff. Offices (as currently exist at 2501 Dodds Avenue) the provision of said existing space, located at 2501 Dodds Avenue, will include utilities, including natural gas, water, sewer and electricity. Furniture is the responsibility of Service Provider. Telephone and internet service are the responsibility of Service Provider.

The Service Provider agrees to supply all necessary equipment, tools, and machinery required for the performance of services under this agreement and for these locations. This includes, but is not limited to, forklifts, pallet jacks, and any other specialized warehouse equipment.

Service Provider may not use HCS space or facilities in the management of contracts for other organizations or districts. Both locations must be kept clean and orderly.

1.34 Invoicing

Service Provider shall invoice HCS monthly in a transparent manner and in a mutually agreed upon format. The invoices must clearly indicate locations, labor, services, costs, markup, applicable taxes and any credits.

Hamilton County Schools Custodial RFP 2025

Cleaning Specifications

This Cleaning Specification for Hamilton County Schools has been put into a framework which allows for a clear and concise understanding of the school requirements.

This Specification applies to all spaces, and shall be performed according to the chemical, equipment, and process requirements as stated in the Green Cleaning Policy. Used in conjunction with the Green Cleaning Policy and Statement of Work, these specifications include industry best-practices to ensure a healthy and safe environment for the people who visit, learn, or work in Hamilton County Schools.

Annual services are to be performed prior to the start of the school year (end of school year through approximately one week before school start)

If any furniture needs to be moved in order to complete annual services the cleaning personnel will ensure that any furniture moved is returned to its original position.

Auditorium/Theater

(Frequencies may be adjusted for major events)

Task Description	Annual Frequency
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners when soiled or torn. Spot clean and disinfect receptacles as required. Remove trash to designated area.	Daily
Remove graffiti from surfaces.	Daily
Spot clean all horizontal and vertical contact surfaces including walls, doors, and light switches.	Daily
Spot mop floors to remove visible dirt and spills.	4x Weekly
Spot vacuum carpets including walk off mats to remove visible dirt, dust and debris.	4x Weekly
Damp mop floors to remove soil and spots.	Weekly
Dust and damp wipe with disinfectant all desks, partitions, cabinets, telephones, horizontal and vertical contact surfaces.	Weekly
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces.	Weekly In Session
Fully vacuum all carpeted areas from wall to wall including corners, edges, and walk off mats.	Weekly
Damp wipe window ledges	Weekly
Damp wipe trash containers to disinfect, remove soil and stains.	Monthly
Dust window treatments including horizontal and vertical blinds.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Extract carpeted areas using approved equipment and supplies.	Annually

Cafeteria

Task Description	Annual Frequency
Clean and disinfect tables	2x Daily
Empty cafeteria and commons trash, replace liners when soiled or torn. Spot clean receptacles as required. Remove trash to designated area.	2x Daily
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Damp mop or auto-scrub floors remove soil and spots.	Daily
Dust furniture, spot clean all horizontal and vertical surfaces including interior and door glass. All included items should be free of dust, soil, streaks, cobwebs and fingerprints.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Police floors for litter, spot mop floors to remove visible dirt and spills.	Daily
Remove graffiti from surfaces.	Daily
Reposition table and chairs to align with meal floorplan.	Daily
Spot clean with disinfectant all horizontal and vertical contact surfaces including tables, walls, doors, cabinets and windows.	Daily
Damp wipe trash containers to remove soil and stains.	Daily
Dust areas above shoulder level and below knee level.	Weekly
Burnish finished floor using burnisher. Restore as required.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Monthly
Extract carpeted areas using approved equipment and supplies.	2x Annually
Machine scrub and recoat vinyl floors using approved floor finish.	2x Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and burnish	Annually

Classroom

(To include lab, art, food science and related learning areas)

Task Description	Annual Frequency
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Clean and disinfect sink area and counter using approved cleaner. Refill dispensers.	Daily
Dust mop floors with a backpack vac or microfiber dust mop.	Daily
Empty pencil sharpeners and reassemble.	Daily
Empty general and recyclable trash, replace liners when soiled or torn. Spot clean and disinfect receptacles as required. Remove trash to designated area.	Daily
Remove graffiti from surfaces.	Daily
Spot clean all horizontal and vertical contact surfaces including walls, doors, and light switches.	Daily
Erase boards except those marked SAVE	4x Weekly
Spot mop floors to remove visible dirt and spills.	4x Weekly
Spot vacuum carpets including walk off mats to remove visible dirt, dust and debris.	4x Weekly
Wash board and tray leaving streak and dust free surfaces	Weekly
Damp mop floors to remove soil and spots.	Weekly
Dust and damp wipe with disinfectant all desks, partitions, cabinets, horizontal and vertical contact surfaces.	Weekly
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces including lab sinks as applicable.	Weekly In Session
Fully vacuum all carpeted areas from wall to wall including corners, edges, and walk off mats.	Weekly
Dust window treatments including horizontal and vertical blinds.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Damp wipe trash containers to disinfect, remove soil and stains.	Quarterly
Machine scrub and recoat vinyl floors with approved floor finish. (50% of floors)	Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Extract carpets using high-performance system.	Annually
Wash non-fabric furniture.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff. (50% of floors)	Annually

Conference

Task Description	Annual Frequency
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners when soiled or torn.	Daily
Spot clean and disinfect receptacles as required. Remove trash to designated area.	
Spot clean all horizontal and vertical contact surfaces including walls, doors, and light switches.	Daily
Spot mop floors to remove visible dirt and spills.	4x Weekly
Spot vacuum carpets including walk off mats to remove visible dirt, dust and debris.	4x Weekly
Damp mop floors to remove soil and spots.	Weekly
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces.	Weekly
Fully vacuum all carpeted areas from wall to wall including corners, edges, and walk off mats.	Weekly
Dust window treatments including horizontal and vertical blinds.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Damp wipe trash containers to disinfect, remove soil and stains.	Quarterly
Machine scrub and recoat vinyl floors with approved floor finish. (50% of floors)	Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Extract carpets using high-performance system.	Annually
Wash non-fabric furniture.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff. (50% of floors)	Annually

Corridors

Task Description	Annual Frequency
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Clean and sanitize water fountains	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners when soiled or torn.	Daily
Spot clean and disinfect receptacles as required. Remove trash to designated area.	
Remove graffiti from surfaces.	Daily
Spot clean all horizontal and vertical contact surfaces including walls, doors, and light switches.	Daily
Spot mop floors to remove visible dirt and spills.	4x Weekly
Spot vacuum carpets including walk off mats to remove visible dirt, dust and debris.	4x Weekly
Dust corridor furniture, spot clean all horizontal and vertical surfaces including interior and door glass. All included items should be free of dust, soil, streaks, cobwebs and fingerprints.	Weekly
Auto-scrub floors remove soil and spots.	Weekly
Fully vacuum all carpeted areas from wall to wall including corners, edges, and walk off mats.	Weekly
Apply restorer and burnish finished floors.	Weekly
Dust window treatments including horizontal and vertical blinds.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Damp wipe trash containers to disinfect, remove soil and stains.	Quarterly
Extract carpets using high-performance system.	2x Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Wash non-fabric furniture.	Annually
Machine scrub and recoat vinyl floors with approved floor finish.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff.	Annually

Custodial Closet

Task Description	Annual Frequency
Clean and disinfect custodians' closet sinks and floors, organize shelves and inspect equipment. Keep closet locked and in a neat, clean and orderly manner at all times.	Daily
Damp wipe trash containers to disinfect, remove soil and stains.	Monthly
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually

Dining / Multi-Purpose / Cafetorium

Task Description	Annual Frequency
Clean and disinfect tables in cafeteria / multi- purpose / gym area.	2x Daily
Empty cafeteria and commons trash, replace liners when soiled or torn.	2x Daily
Spot clean receptacles as required. Remove trash to designated area.	
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Auto-scrub floors remove soil and spots.	Daily
Dust furniture, spot clean all horizontal and vertical surfaces including interior and door glass. All included items should be free of dust, soil, streaks, cobwebs and fingerprints.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Police floors for litter, spot mop floors to remove visible dirt and spills.	Daily
Remove graffiti from surfaces.	Daily
Reposition table and chairs to align with meal floorplan.	Daily
Spot clean with disinfectant all horizontal and vertical contact surfaces including tables, walls, doors, cabinets and windows.	Daily
Damp wipe trash containers to remove soil and stains.	Daily
Dust areas above shoulder level and below knee level.	Weekly
Burnish finished floor using burnisher. Restore as required.	2x Monthly
Wash non-fabric furniture.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Extract carpeted areas using approved equipment and supplies.	2x Annually
Machine scrub and recoat vinyl floors using approved floor finish.	2x Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff.	Annually

Elevators

Task Description	Annual Frequency
Clean elevator walls, doors, hard surface floors, ceiling and stainless steel.	Daily
Vacuum elevator tracks.	Weekly
Machine scrub hard surface floors.	Quarterly
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually

Gymnasium

Task Description	Annual Frequency
Clean, disinfect, all fountains and hydration stations.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners when soiled or torn.	Daily
Spot clean and disinfect as required. Remove trash to designated area.	
Clean, disinfect, all fountains and hydration stations.	Daily
Spot mop floors to remove visible dirt and spills.	4x Weekly
Damp mop or auto-scrub to remove soils.	Weekly
Dust and spot clean all horizontal and vertical surfaces.	Weekly
Sweep under bleachers to remove paper, dust and debris.	Weekly
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Screen sand using 100 grit screen and recoat with two coats of oil-modified urethane applied using a lambswool applicator or approved equivalent. (To be coordinated by Service Provider with HCS approved contractor)	Annually
Sweep stands and underneath the bleachers before and after each event	As needed
Dry mop and spot mop floors before and after each event.	As needed

Library

Task Description	Annual Frequency
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty pencil sharpeners and reassemble.	Daily
Empty general and recyclable trash, replace liners when soiled or torn.	Daily
Spot clean and disinfect receptacles as required. Remove trash to designated area.	
Remove graffiti from surfaces.	Daily
Spot clean all horizontal and vertical contact surfaces including walls, doors, and light switches.	Daily
Spot mop floors to remove visible dirt and spills.	4x Weekly
Spot vacuum carpets including walk off mats to remove visible dirt, dust and debris.	4x Weekly
Damp mop floors to remove soil and spots.	Weekly
Dust and damp wipe with disinfectant all desks, partitions, cabinets, telephones, horizontal and vertical contact surfaces.	Weekly
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces.	Weekly In Session
Fully vacuum all carpeted areas from wall to wall including corners, edges and walk off mats.	Weekly
Dust window treatments including horizontal and vertical blinds.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Damp wipe trash containers to disinfect, remove soil and stains.	Quarterly
Extract carpets using high-performance system.	2x Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Extract carpeted areas using approved equipment and supplies.	Annually
Extract fabric furniture, including area rugs	Annually
Wash non-fabric furniture.	Annually

Lobby

Task Description	Annual Frequency
Damp mop floors to remove soil and spots.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners when soiled or torn.	Daily
Spot clean receptacles as required. Remove trash to designated area.	
Spot clean entrance door glass to remove spots and streaks.	Daily
Remove graffiti from surfaces.	Daily
Spot clean and disinfect all horizontal and vertical contact surfaces including desks, walls, doors, cabinets, windows, and glass	Daily
Vacuum carpeted matting at or near entrance doors.	Daily
Clean door glass and other adjacent glass areas.	Weekly
Dust furniture, spot clean all horizontal and vertical surfaces.	Weekly
Dust areas above shoulder level and below knee level.	Weekly
Apply restorer and burnish tile floors.	Weekly
Extract matting at or near entrance doors as required.	Bi-monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Damp wipe trash containers to remove soil and stains.	Quarterly
Machine scrub hard surface floors.	2x Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Dust window treatments including horizontal and vertical blinds.	Annually
Wash non-fabric furniture.	Annually
Machine scrub and recoat vinyl floors, apply approved floor finish.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff.	Annually

Lounge / Kitchenette / Break

Task Description	Annual Frequency
Clean and disinfect sink area and counter using approved cleaner. Refill dispensers.	Daily
Damp mop floors to disinfect, remove soil and spots.	Daily
Dust and damp wipe and disinfect horizontal and vertical break room surfaces including appliances and furniture.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners when soiled or torn. Spot clean and disinfect receptacles as required. Remove trash to designated area.	Daily
Dust areas above shoulder level and below knee level.	Weekly
Damp wipe trash containers to disinfect, remove soil and stains.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Wash non-fabric furniture.	Quarterly
Machine scrub and recoat of vinyl floors with approved floor finish.	2x Annually
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Dust window treatments including horizontal and vertical blinds.	Annually
Extract carpeted areas using approved equipment and supplies.	Annually
Machine scrub and disinfect hard surface floors.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff to remove soil and buildup and to produce a uniform high-gloss appearance.	Annually

Medical/Nurses Office

Task Description	Annual Frequency
Clean and disinfect sink and counter area using approved cleaner. Refill dispensers.	Daily
Using an approved disinfectant, damp mop floors.	Daily
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners daily. Spot clean and disinfect as required. Remove trash to designated area.	Daily
Apply restorer and burnish tile floors.	Weekly
Dust areas above shoulder level and below knee level.	Monthly
Damp wipe and disinfect trash containers to remove pathogens, soil and stains.	Monthly
Damp wipe air vents to remove dust, soil and cobwebs.	Quarterly
Dust light fixtures to remove exterior dust and cobwebs.	Quarterly
Machine scrub and recoat vinyl floors, apply approved floor finish	2x Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff.	Annually

Office, General (including copy adjacent areas)

Task Description	Annual Frequency
Spot clean carpet using approved carpet spotting equipment and supplies.	Daily
Dust mop floors with a microfiber dust mop.	Daily
Empty general and recyclable trash, replace liners when soiled or torn.	Daily
Spot clean and disinfect receptacles as required. Remove trash to designated area.	
Spot mop floors to remove visible dirt and spills.	4x Weekly
Spot vacuum carpets including walk off mats to remove visible dirt, dust and debris.	4x Weekly
Damp mop floors to remove soil and spots.	Weekly
Dust furniture and spot clean with disinfectant all horizontal and vertical surfaces.	Weekly
Fully vacuum all carpeted areas from wall to wall including corners, edges, and walk off mats.	Weekly
Dust window treatments including horizontal and vertical blinds.	Monthly
Dust areas above shoulder level and below knee level.	Monthly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Quarterly
Damp wipe trash containers to disinfect, remove soil and stains.	Quarterly
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Extract carpets using high-performance system.	Annually
Wash non-fabric furniture.	Annually
Machine scrub and recoat vinyl floors with approved floor finish.	Annually
Completely strip and refinish vinyl floors, apply approved floor finish and buff.	Annually

Restroom / Shower / Locker

Task Description	Annual Frequency
Clean and disinfect shower walls, fixtures, and other surfaces.	Daily
Perform all daily cleaning procedures; apply germicidal cleaner to all fixtures, refill/clean dispensers, empty trash/replace liners, spot clean mirrors, walls, horizontals and partitions, wipe fixtures clean, sweep and mop floors with germicidal cleaner.	Daily
Remove graffiti/stickers from surfaces.	Daily
Clean floor drain surfaces, remove debris and pour water to flush and fill drain, providing a seal from gasses.	Weekly
Dust areas above shoulder level and below knee level.	Weekly
Damp wipe trash containers to disinfect, remove soil and stains.	Weekly
Dust or vacuum air vents to remove loose dust, soil and cobwebs.	Monthly
Machine scrub and disinfect restroom floors with germicidal cleaner.	Monthly
Wash restroom walls with germicidal cleaner resulting in a surface free of soil, dust, and streaks.	Monthly
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Completely strip and refinish floors, apply approved floor finish and buff.	Annually

Stairs

Task Description	Annual Frequency
Spot mop / spot vacuum stairways.	Daily
Vacuum, sweep, damp mop floor surfaces to remove all debris and soils. Dust vertical and horizontal surfaces, spot clean to include walls, windows, doors, handrails, stringers and risers. All surfaces should be free of dust, soil, cobwebs, and fingerprints.	weekly
Clean carpets stairs using extraction method and approved chemicals, resulting in a carpet free of spots and soils.	Semi-Annual
Damp wipe air vents to remove dust, soil and cobwebs.	Annually
Damp wipe light fixture exteriors to remove stains, dust and cobwebs.	Annually
Scrub hard surface stairways.	Annually
Strip hard surface floors of soils and old finish. Apply finish or seal resulting in a clean and uniform appearance.	Annually

Storage

Task Description	Annual Frequency
Spot mop floors to remove obvious soil, streaks and spots.	Monthly
Spot vacuum carpets to remove visible dirt, dust and debris.	Monthly
Remove trash containers from the trash rooms to the designated collection areas at docks or exterior trash bins for pick up by waste hauler. Return empty trash containers to trash rooms.	Monthly

Day Porter/Day Custodian

Task Description	Annual Frequency
Respond to all requests for cleaning and emergency issues	Daily
Assist with all school opening tasks as assigned, including unlocking buildings and doors, deactivating alarms and turning on lights.	Daily
Police restrooms during class sessions and provide recovery services	Daily
Police floors and remove trash in cafeteria as required during and after breakfast and lunch	Daily
Cleaning and mopping as needed	Daily
Spot cleaning of walls, glass and touch points	
Police exterior grounds and sweep exterior steps and sidewalk within 20 feet of entrance.	Daily
Minor maintenance as requested	Daily
Maintain entrances with special attention during foul weather to eliminate slipping issues, including use of signage.	Daily

Building Exterior

Task Description	Annual Frequency
Pick up any trash outside on the building grounds	Daily
Spot clean waste receptacles	Daily
Remove graffiti and marks from walls, sidewalks and stairways	Daily
Replace all plastic trash liners in waste receptacles weekly or more frequently if needed	Weekly

Snow/Ice Removal

Task Description	Annual Frequency
Clear snow and ice from steps and sidewalks from entry to curb. Use ice melt on all surfaces, including steps, sidewalks and entryways	As Required

Additional Services

Task Description	Annual Frequency
Clean exterior and interior perimeter ground floor building glass, Finished glass, frame and sill areas will be free of soil and streaks.	Annually

Hamilton County Schools Custodial RFP 2025

Green Cleaning Policy

This Green Cleaning Policy has been designed to implement a fully comprehensive green cleaning program for Hamilton County Schools (HCS). Used in conjunction with Hamilton County School's cleaning specification, it includes industry best practices as well as green cleaning processes to ensure a healthy and safe environment for the people who visit, live, learn, or work in the HCS facilities.

Required Green Cleaning Policies and Procedures

Green Cleaning Program Overview

To demonstrate its commitment to sustainable greening of its properties, HCS has implemented efforts toward the “greening” of its janitorial operations. To achieve this end, this Policy has been structured based on the latest LEED-O+M rating system along with CIMS-GB requirements, which are the most standardized, followed and well-documented green cleaning protocols currently in practice. Where there is inconsistency between the LEED-O+M and CIMS-GB requirements, the more robust requirements shall be met. Facilities must meet certain prerequisites and credits in the LEED rating system. Several of the points are achievable through green cleaning programs. The buildings pursuing LEED certification must use the green cleaning strategies described in this document in at least 90% of its useable space.

Purpose of Green Cleaning

Many janitorial cleaning products have been shown to degrade indoor air quality, pollute the water, and negatively impact the health of sensitive occupants. In effort to maintain a clean facility, service providers and facility managers often use harsh solutions that, while disinfecting the building, contaminate the indoor air. It is HCS's desire to maintain both clean properties and healthy environments for their occupants and are therefore committed to the green cleaning practices in this Policy.

Participation

HCS recognizes that the participation of all janitors and supervisors is an essential component of a successful green cleaning program. Therefore, HCS is including the requirements associated with green cleaning in the cleaning scope of all its buildings. The janitorial team must demonstrate an ability to incorporate the following elements into the cleaning process: green product specification, staff training, solution storage, dilution and safe handling and equipment specifications and must also demonstrate a willingness to continue to develop these aspects of the program.

Low Environmental Impact Cleaning Policy

Hand Hygiene

Service Provider will promote healthy hand hygiene by providing soap and soap dispensers in janitorial closets, kitchen areas, bathrooms, break rooms and locker rooms. Service providers are required to wash their hands on a routine basis while servicing the facility. Alcohol-based hand sanitizers will be provided in public areas. The properties' paper products should be dispersed from hands-free dispensers to eliminate levers and cranks that users share. Hand soaps should not contain anti-microbial agents (other than as a preservative system) unless required by health codes and other regulations.

Staffing

Service Provider will maintain an appropriate staffing plan that is based on standard production rates and workload consistent with Hamilton County School's cleaning specifications. A contingency plan will be in place to manage staffing shortages and service interruptions, along with a process to obtain customer feedback when the contingency plan is used.

Protection of Vulnerable Occupants During Cleaning

- Vulnerable occupants include women who are pregnant, children, elderly occupants, and individuals with asthma, allergies, or other sensitivities.
- As much as possible, only items identified in the Green Cleaning Materials Policy section will be used.
- Any cleaning that involves the use of carpet cleaners, or if at any point the use of a non-sustainable cleaning product is required, this cleaning will be performed after regular business hours.

Chemical Storage Guidelines

Custodial team will maintain a program that reduces the exposure of the building occupants to potentially dangerous chemical, biological, and particle contaminants which adversely impact air quality, health, and the environment.

1. Any chemical stored in the janitorial closets will have a locked container which encloses the liquid cleaning products and delivers out proper specified measurement for dilution.
2. The solutions used by the janitorial team will all be stored in the janitorial closet(s) and the janitorial staff must follow these guidelines:
 - a. Safety Data Sheets (SDS) must be available to all service providers
 - b. Service providers are trained on SDS and chemical handling annually
 - c. All containers must be properly labeled to be easily identifiable
 - d. All cleaning products must be properly and safely stored
 - i. No liquids will be placed on shelves above eye level

- e. Service providers must use appropriate personal protective equipment (PPE)
- f. Chemical dilution systems must be adhered to
- g. Unnecessary amounts of chemicals should not be stored in the janitorial closet
- h. Only authorized employees will have access to the main storage room
- i. Where possible, HCS will maintain proper hot and cold water supplies and drain systems in janitorial closets for the use of chemical dispensing and dilution
- j. Service Provider shall be aware that certain HCS facilities require special disposal procedures of cleaning chemicals. Service Provider shall comply with these requirements, where specified by HCS

Special Treatment of Carpets

Carpet can be a source of bio-pollutants, dust and volatile organic compounds (VOCs). Pesticides and cleaning products (such as stain removers) that remain on the carpet after initial application can volatilize (rise into the air) over time and contaminate the indoor air. The following carpet treatment guidelines will mitigate the need for carpet cleaning solutions through both preventative and prescriptive treatment.

1. Prevent stains
 - a. Clean up spills promptly using cold water and one or more blotting cloths
 - b. Make a spill kit available to occupants
2. Promptly clean and thoroughly dry carpets if they should become saturated with water
 - a. Quick action following a leak or other water damage may prevent carpet loss and the growth of mold and/or mildew. (Do not attempt to clean a moldy carpet without proper protective equipment, clothing, respirators, and air filters. Special training may be required to adequately deal with a water-soaked carpet.)
3. Avoid excessive use of carpet shampoos and bonnet cleaning products. Bonnet cleaning involves the use of cotton, rayon, and/or polypropylene pads and a rotary shampoo machine. Although these chemicals are usually mild, overuse makes more frequent extraction cleaning necessary.
4. Deep-clean when necessary.
 - a. Periodically deep-cleansing of carpet is necessary to extract dirt, bio-pollutants, moisture, and embedded cleaning agents.
 - b. A wet vacuum water extraction machine after dry vacuuming may be used.
 - c. The Carpet and Rug Institute recommends rapid drying of the carpet, within 24 hours.
 - d. Pre-sprays applied carefully and left on long enough can reduce the amount of chemicals needed.
5. All vacuum filters will be replaced on a regular basis. The responsible party will record maintenance performed on all cleaning equipment, including filter replacement, to ensure that they are regularly replaced to reduce energy usage.

Reducing Microbial Growth through Proper Cleaning

The following are basic guidelines to minimize the need for antimicrobial products at HCS:

1. Clean first and then apply disinfectant.
 - a. Most disinfectants are not cleaners and are usually only effective on a clean surface.
 - b. Wait the recommended time before rinsing the antimicrobial solution from the surface (usually at least ten minutes, although some products are rapid-use and may only need one or two minutes)
2. Use disinfectants only when and where required
 - a. Ordinary detergents should remove more microbes than disinfectants
3. Change mop heads and sponges daily
4. Change cleaning water frequently (water used in mop-buckets, etc.)
 - a. Do not waste water by overfilling mop buckets, etc.
5. Intentionally clean areas where water collects and condenses
 - a. Areas such as refrigerator and air conditioner pans as well as air cleaner/humidifier machines
6. Use a drain maintainer (containing enzymes) if drains clog or has an odor
7. If there is a food preparation area in any of the subject buildings, HCS and/or Service Provider employees that prepare food for customers must use antimicrobial soaps and/or disinfectants

NOTE- If the Service Provider uses antimicrobial products, it must document the specific antimicrobial used and reason for use.

Service Provider Training Requirements

Service Provider will provide training of personnel in the hazards, use, maintenance and disposal of cleaning chemicals, dispensing equipment and packaging. Documentation of the training sessions, attendees and topics covered needs to be collected and maintained by the janitorial manager.

1. Basic Service Provider Training
 - a. Service providers should receive basic training, including the green cleaning specifications delineated in this HCS Green Cleaning Policy.
 - b. An average of eight hours of training (or more) per year is required for each janitor. However, training frequency and duration shall be adjusted based on employee's tenure and date of hire. New hires should participate in a more robust and concentrated training period, likely exceeding eight hours for their first year. Substitute employees shall also be trained according to the same standard as new hires.
2. Training Specifications
 - a. Safety data sheets (SDS).
 - b. Compliance with the Green Seal standard of GS – 37.
 - c. Use and wear of personal protective equipment (PPE).
 - d. Recycle and compost processes, at least one to two instances per year. Must be approved by HCS facilities and/or sustainability office.

- e. Service Providers should be informed of the HCS product reporting requirements.
 - i. All cleaning products which are not consistent with the Green Cleaning Materials Policy must be approved by HCS personnel.
3. Provide HCS with monthly training logs indicating the attendees and the training topic

Green Cleaning Materials Policy

General Green Cleaning Solutions and Custodial Products Guideline

Service Provider must purchase general consumable products such as disposable paper products and trash bag liners that contain recycled material. Cleaning chemicals shall be environmentally friendly. At least 75% of these products (demonstrated via product inventory or total annual purchases) must meet at least one of the sustainability criteria noted below.

- Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes
- UL EcoLogo 2792 for cleaning and degreasing compounds
- UL EcoLogo 2759 for hard-surface cleaners
- UL EcoLogo 2795, for carpet and upholstery care
- Green Seal GS-40, for industrial and institutional floor care products
- UL EcoLogo 2777 for hard-floor care
- EPA Safer Choice Standard
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims)

Disinfectants, metal polish, or other products not addressed by the above standards must meet one or more of the following standards (or a local equivalent for projects outside the U.S.):

- UL EcoLogo 2798 for digestion additives for cleaning and odor control
- UL EcoLogo 2791 for drain or grease trap additives
- UL EcoLogo 2796 for odor control additives
- Green Seal GS-52/53, for specialty cleaning products
- California Code of Regulations maximum allowable VOC levels for the specific product category
- EPA Safer Choice Standard
- Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial

performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).

Disposable janitorial paper products and trash bags must meet the minimum requirements of one or more of the following programs, or a local equivalent for projects outside the U.S.:

- EPA comprehensive procurement guidelines, for janitorial paper
- Green Seal GS-01, for tissue paper, paper towels and napkins
- UL EcoLogo 175, for toilet tissue
- UL EcoLogo 175, for hand towels
- Custodial paper products derived from rapidly renewable resources or made from tree-free fibers
- FSC certification, for fiber procurement
- EPA comprehensive procurement guidelines, for plastic trash can liners; and/or
- California integrated waste management requirements, for plastic trash can liners (California Code of Regulations Title 14, Chapter 4, Article 5, or SABRC 42290-42297 Recycled Content Plastic Trash Bag Program)

Hand soaps and hand sanitizers must meet one or more of the following standards, or a local equivalent for projects outside the U.S.:

- No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements)
- Green Seal GS-41, for industrial and institutional hand cleaners
- UL EcoLogo 2784 for hand cleaners and hand soaps
- UL EcoLogo 2783 for hand sanitizers
- EPA Safer Choice Standard

For projects outside the U.S., any Type 1 eco-labeling program as defined by ISO 14024: 1999 developed by a member of the Global Ecolabelling Network may be used in lieu of Green Seal or UL Ecolabel standards.

To the extent practical, no cleaning or disinfecting products should contain ingredients that are carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. EPA or the National Institute for Occupational Safety and Health on the Toxics Release Inventory (40 CFR, Section 372, Subpart D). If such products containing these toxic chemicals must be used (cleaning solutions for specific equipment, etc.), only the minimum amounts should be used and the product must be disposed of properly. On the Toxic Release Inventory, a complete list of toxic chemicals is maintained by the U.S. EPA and can be found at their website.

Service Provider shall document the type, volume and concentration of all chemicals used in the cleaning process. Service Provider will also maintain a plan that addresses the handling of hazardous spills or mishandling incidents.

Low Environmental Impact Cleaning Equipment Policy

Service Provider must implement an equipment program to reduce building contaminants with minimum environmental impact. At least 40% of the total annual purchases of powered janitorial equipment (by cost; purchased, leased or used by subcontractors) must meet at least one of the sustainability noted below. Compliance is based on percentage of equipment used to clean the project at time of inventory. For existing equipment that does not meet the criteria, Service Provider shall develop a phase-out plan for its replacement with environmentally preferable products at the end of its useful life.

- Safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces
- Ergonomic design to minimize vibration, noise, and user fatigue, as reported in the user manual in accordance with ISO 5349-1 for arm vibrations, ISO 2631-1 for vibration to the whole body, and ISO 11201 for sound pressure at operator's ear
- As applicable, environmentally preferable batteries (e.g., gel, absorbent glass mat, lithium-ion) except in applications requiring deep discharge and heavy loads where performance or battery life is reduced by the use of sealed batteries
- Vacuum cleaners must be certified by the Carpet and Rug Institute Seal of Approval/Green Label Vacuum Program and operate with a maximum sound level of 70 dBA or less in accordance with ISO 11201
- Carpet extraction equipment, for restorative deep cleaning, must be certified by the Carpet and Rug Institute's Seal of Approval Deep Cleaning Extractors and Seal of Approval Deep Cleaning Systems program
- Powered floor maintenance equipment must have vacuums, guards, or other devices for capturing fine particulates, and must operate with a maximum sound level of 70 dBA, in accordance with ISO 11201
- Propane-powered floor equipment must have high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board or EPA standards for the specific engine size and operate with a sound level of 90 dBA or less, in accordance with ISO 11201
- Automated scrubbing machines must be equipped with variable-speed feed pumps and either (1) on-board chemical metering to optimize the use of cleaning fluids or (2) dilution control systems for chemical refilling. Alternatively, scrubbing machines may use tap water only, with no added cleaning products

Reporting

Service Provider must provide documentation of its comprehensive green cleaning program upon request and must also provide written updates, including a record of supply purchases, equipment purchases and training on at least a quarterly basis.

Applying Green Cleaning to the Specifications

The Low Environmental Impact Cleaning requirements, the Green Cleaning Materials requirements and the Low Environmental Impact Cleaning Equipment requirements are to be applied to HCS cleaning specifications.

For example, the task, “clean door glass and other adjacent glass areas” must be performed using a chemical that meets the Green Seal GS-37 Standard and microfiber technology in lieu of paper products when possible, as set forth in the Green Seal GS-42 Standard. The task, “fully vacuum all carpeted areas from wall to wall including walk-off mats and edges” must be performed with a vacuum cleaner that captures 96% of particulates 0.3 microns in size and operates with a sound level less than 70dBA.

Occupant Feedback

Service Provider will collect building occupant feedback on an ongoing basis to improve its janitorial program. HCS and/or the Service Provider will use formal surveys as well as a complaint response system to discover and respond to building occupant ideas and complaints. The janitorial team will operate with a “continuous improvement” mindset and will be open to new ideas, technologies, procedures and processes. HCS and/or the Service Provider will document survey results, as well as the steps taken in response to the survey.

Quality Control Measures

HCS is committed to maintaining its buildings in an environmentally preferable way that will benefit the health of the facility occupants, visitors, maintenance personnel and the natural environment. To this end, HCS routinely evaluates the successes and shortcomings of all employed practices and makes immediate alterations accordingly.

Building and site walk-throughs are completed routinely by HCS supervisors and management to ensure adoption and proper application. As recommended by the U.S. Green Building Council, HCS may use a third-party to assess the quality of the janitorial services, including the APPA level of cleanliness. Facility occupants are highly encouraged to report any outstanding janitorial issues to the facility personnel. New technologies for environmentally sensitive cleaning will be continuously monitored and assessed as they become available and adopted when they are applicable. Similarly, this policy will be updated as needed to ensure that current and successful procedures are being carried out.

ABM Contract Assurances

ABM has outlined a program for 311 FTE's. These Full-time Employees are based off 40-hour work weeks.

We (ABM) put a 2% (1.98%) Escalation in the workbook year over year. That is what we are looking for, and nothing more. We are not looking to negotiate. We are standing by our number and our program.

ABM will provide a redundancy in management support and corporate resources along with a dedicated Transition Manager to seamlessly transfer your services to the ABM solution.

ABM has included a Quality Assurance Manager to work directly with your team to provide adequate reporting and give additional eyes on buildings to continue the theme of oversight and service excellence.

If unexpected staffing increases are needed within the first year of the contract, ABM will make the change at no additional cost to HCS.

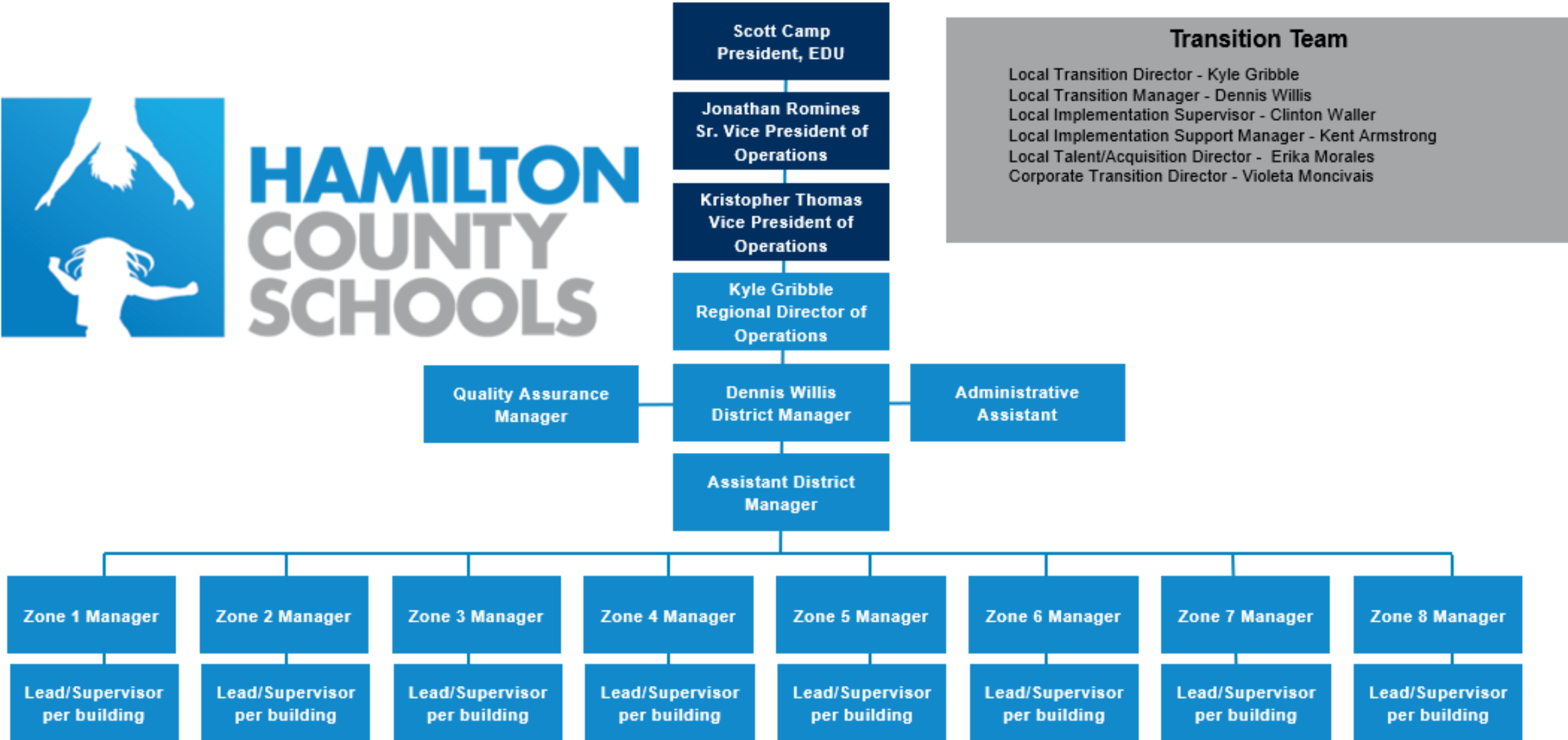
ABM will offer wages necessary to hire and retain the right employees for the job. We will do this without seeking additional funding.

ABM has included a dedicated HR recruiter, coupled with our talent acquisition team members, to be solely focused on finding the labor needed to service your campuses. These team members will be based in Chattanooga. Currently our time to fill open positions companywide is 3 days or less.

On-site Staffing Plan



HAMILTON
COUNTY
SCHOOLS



Transition Team

Local Transition Director - Kyle Gribble
Local Transition Manager - Dennis Willis
Local Implementation Supervisor - Clinton Waller
Local Implementation Support Manager - Kent Armstrong
Local Talent/Acquisition Director - Erika Morales
Corporate Transition Director - Violeta Moncivais

EXHIBIT B

FEE SCHEDULE

Pricing shall be applied as represented within the fee sheet. No CPI shall be applied to this agreement.

**Hamilton County Schools - ANNUAL Custodial Base Pricing
ABM Pricing Workbook**

Building Name	School Use	Total Gross SQFT	Section A - ANNUAL Labor and Labor-Related Costs					
			Annual Base Labor Hours	Annual Average Wage Rate / Hour (Blended)	Annual Payroll Taxes & Insurance Costs	Annual Health and Welfare Costs	Annual Benefits & Other Labor-Related Costs	Annual Total Base Labor & Labor-Related Costs
Allen Elementary	Elementary	75,780	7,360	\$ 13.59	\$ 11,743	\$ 2,025	\$ 500	\$ 114,302
Alpine Crest Elementary	Elementary	40,415	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Apison Elementary	Elementary	77,236	7,360	\$ 13.59	\$ 11,743	\$ 2,025	\$ 500	\$ 114,302
Barger Academy	Elementary	46,115	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Battle Academy	Elementary	84,979	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
Bess T. Shepherd Elementary	Elementary	61,712	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Big Ridge Elementary	Elementary	63,141	5,000	\$ 13.59	\$ 7,977	\$ 1,376	\$ 340	\$ 77,651
Brainerd High	High	164,021	10,080	\$ 13.59	\$ 16,082	\$ 2,774	\$ 685	\$ 156,544
Brown Academy	Elementary	82,079	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
Brown Middle	Middle	89,956	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
Bus Barn Across from Sequoyah High School	Other Use	1,536	220	\$ 13.59	\$ 351	\$ 61	\$ 15	\$ 3,417
Calvin Donaldson Elementary	Elementary	69,236	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Central High	High	126,224	9,200	\$ 13.59	\$ 14,678	\$ 2,532	\$ 625	\$ 142,878
Central Office	Other Use	70,148	5,440	\$ 13.59	\$ 8,679	\$ 1,497	\$ 370	\$ 84,484
Chattanooga High Center for Creative Arts	Hybrid	139,149	9,420	\$ 13.59	\$ 15,029	\$ 2,592	\$ 640	\$ 146,294
Chattanooga School for Arts & Sciences	Hybrid	208,900	13,840	\$ 13.59	\$ 22,081	\$ 3,808	\$ 941	\$ 214,938
Chattanooga School for Liberal Arts	Hybrid	171,327	11,040	\$ 13.59	\$ 17,614	\$ 3,038	\$ 750	\$ 171,453
Childcare Office	Other Use	3,072	220	\$ 13.59	\$ 351	\$ 61	\$ 15	\$ 3,417
Clifton Hills Elementary	Elementary	67,107	5,520	\$ 13.59	\$ 8,807	\$ 1,519	\$ 375	\$ 85,727
Daisy Elementary	Elementary	55,746	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Dalewood Middle	Middle	97,990	7,440	\$ 13.59	\$ 11,870	\$ 2,047	\$ 506	\$ 115,545
Dawn School	Hybrid	25,000	3,680	\$ 13.59	\$ 5,871	\$ 1,013	\$ 250	\$ 57,151
DuPont Elementary	Elementary	45,936	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
East Brainerd Annex - Cigna	Other Use	20,000	1,100	\$ 13.59	\$ 1,755	\$ 303	\$ 75	\$ 17,083
East Brainerd Elementary	Elementary	159,637	11,040	\$ 13.59	\$ 17,614	\$ 3,038	\$ 750	\$ 171,453
East Hamilton High	High	275,822	16,560	\$ 13.59	\$ 26,421	\$ 4,557	\$ 1,125	\$ 257,180
East Hamilton Middle	Middle	175,360	10,960	\$ 13.59	\$ 17,486	\$ 3,016	\$ 745	\$ 170,211
East Lake Academy	Middle	89,500	7,440	\$ 13.59	\$ 11,870	\$ 2,047	\$ 506	\$ 115,545
East Lake Elementary	Elementary	65,036	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
East Ridge Elementary	Elementary	127,482	9,200	\$ 13.59	\$ 14,678	\$ 2,532	\$ 625	\$ 142,878
East Ridge High	High	156,438	10,080	\$ 13.59	\$ 16,082	\$ 2,774	\$ 685	\$ 156,544
East Ridge Middle	Middle	69,198	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
East Side Elementary	Elementary	75,824	6,040	\$ 13.59	\$ 9,637	\$ 1,662	\$ 410	\$ 93,802
Hardy Elementary	Elementary	77,018	6,040	\$ 13.59	\$ 9,637	\$ 1,662	\$ 410	\$ 93,802
Harrison Bay Future Ready Center	High	60,392	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Harrison Elementary	Elementary	135,922	8,240	\$ 13.59	\$ 13,147	\$ 2,267	\$ 560	\$ 127,969
Hillcrest Center	Hybrid	39,921	3,680	\$ 13.59	\$ 5,871	\$ 1,013	\$ 250	\$ 57,151
Hixson Clinic	Other Use	3,259	220	\$ 13.59	\$ 351	\$ 61	\$ 15	\$ 3,417
Hixson Elementary	Elementary	78,672	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
Hixson High	High	161,153	11,040	\$ 13.59	\$ 17,614	\$ 3,038	\$ 750	\$ 171,453
Hixson Middle	Middle	150,724	10,080	\$ 13.59	\$ 16,082	\$ 2,774	\$ 685	\$ 156,544
Howard Connect Academy	Middle	52,314	4,120	\$ 13.59	\$ 6,573	\$ 1,134	\$ 280	\$ 63,984
Howard High	High	289,387	16,560	\$ 13.59	\$ 26,421	\$ 4,557	\$ 1,125	\$ 257,180
Hunter Middle	Middle	148,800	11,040	\$ 13.59	\$ 17,614	\$ 3,038	\$ 750	\$ 171,453
Loftis Middle	Middle	114,072	9,200	\$ 13.59	\$ 14,678	\$ 2,532	\$ 625	\$ 142,878
Lookout Mountain Elementary	Elementary	58,401	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Lookout Valley Elementary	Elementary	55,134	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Lookout Valley Middle High	Hybrid	94,826	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
McConnell Elementary	Elementary	67,343	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Middle Valley Elementary	Elementary	149,089	10,080	\$ 13.59	\$ 16,082	\$ 2,774	\$ 685	\$ 156,544
Nolan Elementary	Elementary	91,356	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
Normal Park Lower	Elementary	53,550	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Normal Park Upper	Middle	73,330	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
North Hamilton County Elementary	Elementary	63,810	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Ooltewah Elementary	Elementary	136,698	9,200	\$ 13.59	\$ 14,678	\$ 2,532	\$ 625	\$ 142,878
Ooltewah High	High	203,365	13,620	\$ 13.59	\$ 21,730	\$ 3,748	\$ 926	\$ 211,521
Ooltewah Middle	Middle	99,586	7,360	\$ 13.59	\$ 11,743	\$ 2,025	\$ 500	\$ 114,302
Orchard Knob Elementary	Elementary	86,217	6,920	\$ 13.59	\$ 11,041	\$ 1,904	\$ 470	\$ 107,469
Orchard Knob Middle	Middle	82,632	6,920	\$ 13.59	\$ 11,041	\$ 1,904	\$ 470	\$ 107,469
Red Bank Elementary	Elementary	75,780	7,360	\$ 13.59	\$ 11,743	\$ 2,025	\$ 500	\$ 114,302
Red Bank High	High	187,898	12,360	\$ 13.59	\$ 19,720	\$ 3,401	\$ 840	\$ 191,953
Red Bank Middle	Middle	166,340	10,080	\$ 13.59	\$ 16,082	\$ 2,774	\$ 685	\$ 156,544
Rivermont Elementary	Elementary	50,489	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Sale Creek Middle High	Hybrid	105,803	7,360	\$ 13.59	\$ 11,743	\$ 2,025	\$ 500	\$ 114,302
Sequoyah High	High	134,607	8,460	\$ 13.59	\$ 13,498	\$ 2,328	\$ 575	\$ 131,385
Service Center	Other Use	80,097	5,000	\$ 13.59	\$ 7,977	\$ 1,376	\$ 340	\$ 77,651
Signal Mountain Middle High	Hybrid	262,250	17,520	\$ 13.59	\$ 27,953	\$ 4,821	\$ 1,191	\$ 272,089
Snow Hill Elementary	Elementary	85,328	6,480	\$ 13.59	\$ 10,339	\$ 1,783	\$ 440	\$ 100,636
Soddy Daisy High	High	187,987	12,800	\$ 13.59	\$ 20,422	\$ 3,522	\$ 870	\$ 198,786
Soddy Daisy High School Wrestling Facility	Other Use	15,939	880	\$ 13.59	\$ 1,404	\$ 242	\$ 60	\$ 13,667
Soddy Daisy Middle	Middle	80,943	7,360	\$ 13.59	\$ 11,743	\$ 2,025	\$ 500	\$ 114,302
Soddy Elementary	Elementary	91,714	7,360	\$ 13.59	\$ 11,743	\$ 2,025	\$ 500	\$ 114,302
Springs Creek Elementary	Elementary	68,356	5,000	\$ 13.59	\$ 7,977	\$ 1,376	\$ 340	\$ 77,651
Stem School	High	34,225	3,680	\$ 13.59	\$ 5,871	\$ 1,013	\$ 250	\$ 57,151
Thrasher Elementary	Elementary	60,353	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Tyner Middle/High	Hybrid	273,000	11,980	\$ 13.59	\$ 19,114	\$ 3,297	\$ 814	\$ 186,052
W 40th St Administrative Office	Other Use	57,497	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818
Wallace Smith Elementary	Elementary	88,072	5,440	\$ 13.59	\$ 8,679	\$ 1,497	\$ 370	\$ 84,484
Westview Elementary	Elementary	77,223	5,440	\$ 13.59	\$ 8,679	\$ 1,497	\$ 370	\$ 84,484
Wolfcreek Creek Elementary	Elementary	94,428	6,320	\$ 13.59	\$ 10,083	\$ 1,739	\$ 429	\$ 98,151
Woodmore Elementary	Elementary	59,897	4,560	\$ 13.59	\$ 7,275	\$ 1,255	\$ 310	\$ 70,818

Annual Totals Below		Section A Annual Totals					
Year 1: Total	8,035,239 SQFT	570,880	\$ 13.59	\$ 910,820	\$ 157,091	\$ 38,796	\$ 8,865,875
	\$/SQFT						
Year 2: Total		570,880	\$ 13.86	\$ 929,036	\$ 160,233	\$ 39,572	\$ 9,043,192
	\$/SQFT						
Year 3: Total		570,880	\$ 14.14	\$ 947,617	\$ 163,438	\$ 40,363	\$ 9,224,056
	\$/SQFT						
Year 4: Total		570,880	\$ 14.42	\$ 966,569	\$ 166,706	\$ 41,170	\$ 9,408,537
	\$/SQFT						
4-Year Base Contract Total							
Optional Year 5: Total		570,880	\$ 14.71	\$ 985,901	\$ 170,040	\$ 41,994	\$ 9,596,708
	\$/SQFT						
Optional Year 6: Total		570,880	\$ 15.01	\$ 1,005,619	\$ 173,441	\$ 42,834	\$ 9,788,642
	\$/SQFT						
6-Year Contract Total Including 2 Optional Years							

**Hamilton County Schools - ANNUAL Custodial Base Pricing
ABM Pricing Workbook**

Building Name	School Use	Total Gross SQFT	Sum of A, B and C	Annual Profit & Overhead	Annual Total Cost
Allen Elementary	Elementary	75,780	\$ 146,158	\$ 7,901	\$ 154,059
Alpine Crest Elementary	Elementary	40,415	\$ 88,498	\$ 4,214	\$ 92,712
Apison Elementary	Elementary	77,236	\$ 146,742	\$ 8,053	\$ 154,795
Barger Academy	Elementary	46,115	\$ 90,783	\$ 4,808	\$ 95,591
Battle Academy	Elementary	84,979	\$ 136,179	\$ 8,860	\$ 145,039
Bess T. Shepherd Elementary	Elementary	61,712	\$ 97,035	\$ 6,434	\$ 103,469
Big Ridge Elementary	Elementary	63,141	\$ 104,441	\$ 6,583	\$ 111,024
Brainerd High	High	164,021	\$ 223,769	\$ 17,102	\$ 240,871
Brown Academy	Elementary	82,079	\$ 135,016	\$ 8,558	\$ 143,574
Brown Middle	Middle	89,956	\$ 138,174	\$ 9,379	\$ 147,553
Bus Barn Across from Sequoyah High School	Other Use	1,536	\$ 5,514	\$ 160	\$ 5,674
Calvin Donaldson Elementary	Elementary	69,286	\$ 100,071	\$ 7,224	\$ 107,295
Central High	High	126,224	\$ 194,953	\$ 13,161	\$ 208,114
Central Office	Other Use	70,148	\$ 114,083	\$ 7,314	\$ 121,397
Chattanooga High Center for Creative Arts	Hybrid	139,149	\$ 203,560	\$ 14,508	\$ 218,069
Chattanooga School for Arts & Sciences	Hybrid	208,900	\$ 300,152	\$ 21,781	\$ 321,932
Chattanooga School for Liberal Arts	Hybrid	171,327	\$ 241,607	\$ 17,863	\$ 259,470
Childcare Office	Other Use	3,072	\$ 8,129	\$ 320	\$ 8,449
Clifton Hills Elementary	Elementary	67,107	\$ 114,106	\$ 6,997	\$ 121,103
Daisy Elementary	Elementary	55,746	\$ 94,644	\$ 5,812	\$ 100,456
Dalewood Middle	Middle	97,990	\$ 156,303	\$ 10,217	\$ 166,520
Dawn School	Hybrid	25,000	\$ 68,653	\$ 2,607	\$ 71,260
Dupont Elementary	Elementary	45,936	\$ 90,711	\$ 4,789	\$ 95,501
East Brainerd Annex - Cigna	Other Use	20,000	\$ 26,581	\$ 2,085	\$ 28,666
East Brainerd Elementary	Elementary	158,637	\$ 236,520	\$ 16,540	\$ 253,061
East Hamilton High	High	275,822	\$ 369,218	\$ 28,758	\$ 397,976
East Hamilton Middle	Middle	175,360	\$ 241,981	\$ 18,284	\$ 260,265
East Lake Academy	Middle	89,500	\$ 152,900	\$ 9,332	\$ 162,232
East Lake Elementary	Elementary	65,036	\$ 98,367	\$ 6,781	\$ 105,148
East Ridge Elementary	Elementary	127,482	\$ 195,457	\$ 13,292	\$ 208,749
East Ridge High	High	156,438	\$ 220,730	\$ 16,311	\$ 237,041
East Ridge Middle	Middle	69,198	\$ 100,035	\$ 7,215	\$ 107,250
East Side Elementary	Elementary	75,824	\$ 125,676	\$ 7,906	\$ 133,582
Hardy Elementary	Elementary	77,018	\$ 126,155	\$ 8,030	\$ 134,185
Harrison Bay Future Ready Center	High	60,392	\$ 96,506	\$ 6,297	\$ 102,803
Harrison Elementary	Elementary	135,922	\$ 183,931	\$ 14,172	\$ 198,103
Hillcrest Center	Hybrid	39,821	\$ 74,594	\$ 4,152	\$ 78,746
Hixson Clinic	Other Use	3,259	\$ 6,204	\$ 340	\$ 6,544
Hixson Elementary	Elementary	78,672	\$ 133,651	\$ 8,203	\$ 141,853
Hixson High	High	161,153	\$ 237,529	\$ 16,803	\$ 254,331
Hixson Middle	Middle	150,724	\$ 218,440	\$ 15,715	\$ 234,155
Howard Connect Academy	Middle	52,314	\$ 86,435	\$ 5,454	\$ 91,889
Howard High	High	289,387	\$ 374,655	\$ 30,173	\$ 404,828
Hunter Middle	Middle	148,800	\$ 232,578	\$ 15,515	\$ 248,092
Loftis Middle	Middle	114,072	\$ 190,082	\$ 11,894	\$ 201,976
Lookout Mountain Elementary	Elementary	58,401	\$ 95,708	\$ 6,089	\$ 101,797
Lookout Valley Elementary	Elementary	55,134	\$ 94,398	\$ 5,749	\$ 100,147
Lookout Valley Middle High	Hybrid	94,826	\$ 140,126	\$ 9,887	\$ 150,013
McConnell Elementary	Elementary	57,343	\$ 95,284	\$ 5,979	\$ 101,262
Middle Valley Elementary	Elementary	149,089	\$ 217,784	\$ 15,545	\$ 233,329
Nolan Elementary	Elementary	91,356	\$ 138,735	\$ 9,525	\$ 148,260
Normal Park Lower	Elementary	53,550	\$ 93,763	\$ 5,583	\$ 99,347
Normal Park Upper	Middle	73,300	\$ 131,510	\$ 7,846	\$ 139,355
North Hamilton County Elementary	Elementary	63,810	\$ 97,876	\$ 6,653	\$ 104,529
Ooltewah Elementary	Elementary	136,698	\$ 199,151	\$ 14,253	\$ 213,404
Ooltewah High	High	203,365	\$ 294,516	\$ 21,204	\$ 315,720
Ooltewah Middle	Middle	99,586	\$ 155,700	\$ 10,383	\$ 166,084
Orchard Knob Elementary	Elementary	86,217	\$ 143,508	\$ 8,989	\$ 152,498
Orchard Knob Middle	Middle	82,632	\$ 142,071	\$ 8,616	\$ 150,687
Red Bank Elementary	Elementary	75,780	\$ 146,158	\$ 7,901	\$ 154,059
Red Bank High	High	187,898	\$ 268,745	\$ 19,590	\$ 288,335
Red Bank Middle	Middle	166,340	\$ 224,699	\$ 17,343	\$ 242,042
Riverton Elementary	Elementary	50,489	\$ 92,536	\$ 5,264	\$ 97,801
Sale Creek Middle High	Hybrid	106,803	\$ 158,192	\$ 11,031	\$ 169,224
Sequoyah High	High	134,607	\$ 188,821	\$ 14,035	\$ 202,855
Service Center	Other Use	80,097	\$ 111,237	\$ 8,351	\$ 119,589
Signal Mountain Middle High	Hybrid	262,250	\$ 378,687	\$ 27,343	\$ 406,030
Snow Hill Elementary	Elementary	85,328	\$ 136,319	\$ 8,897	\$ 145,215
Soddy Daisy High	High	187,987	\$ 275,618	\$ 19,600	\$ 295,218
Soddy Daisy High School Wrestling Facility	Other Use	15,939	\$ 21,537	\$ 1,662	\$ 23,199
Soddy Daisy Middle	Middle	80,943	\$ 148,228	\$ 8,439	\$ 156,667
Soddy Elementary	Elementary	91,714	\$ 152,545	\$ 9,563	\$ 162,107
Spring Creek Elementary	Elementary	68,356	\$ 106,531	\$ 7,127	\$ 113,658
Stem School	High	34,225	\$ 72,351	\$ 3,568	\$ 75,919
Thrasher Elementary	Elementary	60,353	\$ 96,490	\$ 6,293	\$ 102,783
Tyner Middle/High	Hybrid	273,000	\$ 296,958	\$ 28,464	\$ 325,422
W 40th St Administrative Office	Other Use	57,497	\$ 95,345	\$ 5,995	\$ 101,340
Wallace Smith Elementary	Elementary	88,072	\$ 121,267	\$ 9,183	\$ 130,450
Westview Elementary	Elementary	77,223	\$ 116,919	\$ 8,052	\$ 124,970
Wolfvever Creek Elementary	Elementary	94,428	\$ 137,481	\$ 9,845	\$ 147,327
Woodmore Elementary	Elementary	59,897	\$ 96,307	\$ 6,245	\$ 102,552
Annual Totals Below					
Year 1: Total		8,035,239 SQFT	\$ 12,206,598	\$ 837,790	\$ 13,044,388
		\$/SQFT			\$ 1.623
Year 2: Total			\$ 12,448,330	\$ 854,546	\$ 13,302,876
		\$/SQFT			\$ 1.656
Year 3: Total			\$ 12,694,897	\$ 871,637	\$ 13,566,534
		\$/SQFT			\$ 1.688
Year 4: Total			\$ 12,946,395	\$ 889,069	\$ 13,835,464
		\$/SQFT			\$ 1.722
4-Year Base Contract Total					\$ 53,749,262
Optional Year 5: Total			\$ 13,202,923	\$ 906,851	\$ 14,109,774
		\$/SQFT			\$ 1.756
Optional Year 6: Total			\$ 13,464,581	\$ 924,988	\$ 14,389,569
		\$/SQFT			\$ 1.791
6-Year Contract Total Including 2 Optional Years					\$ 82,248,605

**Hamilton County Schools - Custodial Miscellaneous Pricing
ABM Pricing Workbook**

Miscellaneous Pricing Worksheet						
	Year 1	Year 2	Year 3	Year 4	Year 5 (Optional)	Year 6 (Optional)
Additional Floor Care - Entries, Lobbies, Corridors and Other Open Spaces						
Deep Scrub & Recoat Per/SqT	\$ 0.200	\$ 0.204	\$ 0.208	\$ 0.212	\$ 0.216	\$ 0.221
Strip & Refinish Per/SqT	\$ 0.300	\$ 0.306	\$ 0.312	\$ 0.318	\$ 0.325	\$ 0.331
Additional Floor Care - Classrooms, Offices, Labs, etc.						
Deep Scrub & Recoat Per/SqT	\$ 0.200	\$ 0.204	\$ 0.208	\$ 0.212	\$ 0.216	\$ 0.221
Strip & Refinish Per/SqT	\$ 0.300	\$ 0.306	\$ 0.312	\$ 0.318	\$ 0.325	\$ 0.331
Additional Carpet Care - Entries, Lobbies, Corridors and Other Open Spaces						
Shampoo Clean Per/SqT	\$ 0.250	\$ 0.255	\$ 0.260	\$ 0.265	\$ 0.271	\$ 0.276
Low-Moisture Encapsulation	\$ 0.250	\$ 0.255	\$ 0.260	\$ 0.265	\$ 0.271	\$ 0.276
Water Extract Per/SqT	\$ 0.250	\$ 0.255	\$ 0.260	\$ 0.265	\$ 0.271	\$ 0.276
Additional Carpet Care - Classrooms, Offices, Labs, etc.						
Shampoo Clean Per/SqT	\$ 0.250	\$ 0.255	\$ 0.260	\$ 0.265	\$ 0.271	\$ 0.276
Low-Moisture Encapsulation	\$ 0.250	\$ 0.255	\$ 0.260	\$ 0.265	\$ 0.271	\$ 0.276
Water Extract Per/SqT	\$ 0.250	\$ 0.255	\$ 0.260	\$ 0.265	\$ 0.271	\$ 0.276
Hourly Rates for Extra Services						
T&M Regular-time Rate per Hour for Day-Time Custodians (events, emergency call-ins, etc.)	\$ 18.10	\$ 18.46	\$ 18.83	\$ 19.21	\$ 19.59	\$ 19.98
T&M Overtime Rate per Hour for Day-Time Custodians (events, emergency call-ins, etc.)	\$ 26.55	\$ 27.08	\$ 27.62	\$ 28.18	\$ 28.74	\$ 29.31
T&M Regular-time Rate per Hour for Night-time Custodians (events, emergency call-ins, etc.)	\$ 17.02	\$ 17.36	\$ 17.71	\$ 18.06	\$ 18.42	\$ 18.79
T&M Overtime Rate per Hour for Night-Time Custodians (events, emergency call-ins, etc.)	\$ 24.98	\$ 25.48	\$ 25.99	\$ 26.51	\$ 27.04	\$ 27.58
T&M Regular-time Rate per Hour for HEAD Night-time Custodians (events, emergency call-ins, etc.)	\$ 19.64	\$ 20.03	\$ 20.43	\$ 20.84	\$ 21.26	\$ 21.68
T&M Overtime Rate per Hour for HEAD Night-Time Custodians (events, emergency call-ins, etc.)	\$ 28.82	\$ 29.40	\$ 29.98	\$ 30.58	\$ 31.20	\$ 31.82
T&M Regular-time Rate per Hour for Utility Employee (events, emergency call-ins, etc.)	\$ 18.33	\$ 18.70	\$ 19.07	\$ 19.45	\$ 19.84	\$ 20.24
T&M Overtime Rate per Hour for Utility Employee (events, emergency call-ins, etc.)	\$ 26.90	\$ 27.44	\$ 27.99	\$ 28.55	\$ 29.12	\$ 29.70
T&M Regular-time Rate per Hour for Supervisor (events, emergency call-ins, etc.)	\$ 34.62	\$ 35.31	\$ 36.02	\$ 36.74	\$ 37.47	\$ 38.22
T&M Overtime Rate per Hour for Supervisor (events, emergency call-ins, etc.)	\$ 50.80	\$ 51.82	\$ 52.85	\$ 53.91	\$ 54.99	\$ 56.09
T&M Rate per Hour for Construction Clean-up	\$ 18.33	\$ 18.70	\$ 19.07	\$ 19.45	\$ 19.84	\$ 20.24
Monthly Prices						
Monthly price to add a half-time Day-time Custodian	\$ 1,568.55	\$ 1,599.92	\$ 1,631.92	\$ 1,664.55	\$ 1,697.84	\$ 1,731.80
Monthly price to add a full-time Day-time Custodian	\$ 3,137.27	\$ 3,200.02	\$ 3,264.02	\$ 3,329.30	\$ 3,395.89	\$ 3,463.80
Monthly price to add a half-time Night-time Custodian	\$ 1,474.95	\$ 1,504.45	\$ 1,534.54	\$ 1,565.23	\$ 1,596.54	\$ 1,628.47
Monthly price to add a full-time Night-time Custodian	\$ 2,950.08	\$ 3,009.08	\$ 3,069.28	\$ 3,130.64	\$ 3,193.26	\$ 3,257.12
Monthly price to add a half-time HEAD Night-time Custodian	\$ 1,702.00	\$ 1,736.04	\$ 1,770.76	\$ 1,806.18	\$ 1,842.30	\$ 1,879.15
Monthly price to add a full-time HEAD Night-time Custodian	\$ 3,404.20	\$ 3,472.29	\$ 3,541.73	\$ 3,612.57	\$ 3,684.82	\$ 3,758.51
Monthly price to add a part-time Utility Employee	\$ 1,588.48	\$ 1,620.25	\$ 1,652.65	\$ 1,685.71	\$ 1,719.42	\$ 1,753.81
Monthly price to add a full-time Utility Employee	\$ 3,177.14	\$ 3,240.68	\$ 3,305.50	\$ 3,371.61	\$ 3,439.04	\$ 3,507.82
Monthly price to add a half-time Supervisor	\$ 3,000.17	\$ 3,060.17	\$ 3,121.38	\$ 3,183.80	\$ 3,247.48	\$ 3,312.43
Monthly price to add a full-time Supervisor	\$ 6,000.68	\$ 6,120.70	\$ 6,243.11	\$ 6,367.97	\$ 6,495.33	\$ 6,625.24
Other						
If consumables are purchased on a cost-plus basis, what will be the service providers markup?	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Living Wage Increase (% increase to Total Cost If HCS institutes a 'living wage' of \$ 15.25/hour)	12.38%	8.38%	4.67%	1.19%	0.00%	0.00%
Each month, the fixed-price total invoice value shall be adjusted based on a credit for non-replaced absenteeism and vacancies (number of monthly hours of non-replaced employee absenteeism and vacancies multiplied by the hourly discount rate for non-replaced absenteeism and vacancies). In the space provided, please propose your credit rate per hour for non-replaced absenteeism:	\$ 13.00	\$ 13.50	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50

Hamilton County Schools - Custodial Pricing Assumptions
ABM Pricing Assumptions

Pricing Assumptions	
#1	Living Wage increase estimated percentages (under Misc. Pricing) are based on ABM providing \$0.50/hour wage increase each year to our current average wage

Hamilton County Schools - ANNUAL Custodial Base Pricing Rollup
ABM Pricing Workbook

Custodial Rollup		Total Pricing
Cleanable Square Footage at Full Occupancy:		8,035,239
A. Labor and Labor-Related Costs		
<u>Full-Time Employee Staffing Plan (FTEs):</u>		
Day-time Custodians		95
Mid Day-time Custodians		0
Night-time Custodians		164
Head Night-time Custodians		46
Utility / Other		6
<u>Part-Time Employee Staffing Plan (FTEs):</u>		
Day-time Custodians		0
Mid Day-time Custodians		0
Night-time Custodians		0
Head Night-time Custodians		0
Utility / Other		0
Annual Labor Hours:		570,880
Average Hourly Rate (Blended):		\$ 13.59
Total Direct Labor		\$ 7,759,168
<u>Labor-Related Costs:</u>		
Payroll Taxes & Insurance Costs		\$ 910,820
Health and Welfare		\$ 157,091
Benefits & Other Labor-Related Costs		\$ 38,796
Total Labor and Labor-Related Costs		\$ 8,865,875
B. Site Management and Supervision Costs		
<u>Management and Supervision Wages:</u>		
Annual Labor Hours:		\$ 22,880
Average Hourly Rate (Blended):		\$ 30.81
Total Direct Labor		\$ 705,000
<u>Management and Supervision Wage-Related:</u>		
Payroll Taxes & Insurance Costs		\$ 81,429
Health and Welfare		\$ 109,050
Benefits & Other Labor-Related Costs		\$ 21,150
Account Manager (All-Inclusive cost)		\$ -
Total Management and Supervision Costs		\$ 916,629
C. Supplies, Equipment and Other Costs		
Annual Cleaning Supplies Costs		\$ 518,117
Annual Equipment Costs		\$ 430,872
Consumables		\$ 693,312
Uniforms, Background Checks, Other Employee-Related		\$ 82,352
Management Systems, Tech, and Communications		\$ 85,816
Gymnasium Allowance		\$ 120,000
Vehicle Expense		\$ 178,140
1) Other Costs		\$ 55,000
2) Other Costs		\$ 155,313
3) Other Costs		\$ 105,172
Total Supplies, Equipment and Other Costs		\$ 2,424,095
(Sum of A, B and C Above)		\$ 12,206,598
Profit and Overhead %		6.86%
YEAR 1		\$ 13,044,388
Standard Cleaning Annual Price per SF		\$ 1.623
YEAR 2		\$ 13,302,876
Standard Cleaning Annual Price per SF		\$ 1.656
% Escalation		1.98%
YEAR 3		\$ 13,566,534
Standard Cleaning Annual Price per SF		\$ 1.688
% Escalation		1.98%
YEAR 4		\$ 13,835,464
Standard Cleaning Annual Price per SF		\$ 1.688
% Escalation		1.98%
4-Year Base Contract Total		\$ 53,749,262
Optional YEAR 5		\$ 14,109,774
Standard Cleaning Annual Price per SF		\$ 1.756
% Escalation		1.98%
Optional YEAR 6		\$ 14,389,569
Standard Cleaning Annual Price per SF		\$ 1.791
% Escalation		1.98%
6-Year Contract Total, Including 2 Optional Years		\$ 82,248,605

**PUBLIC RECOMMENDATION
OF
CONTRACT AWARD**

POST DATE: February 28, 2025

Solicitation Number: 25-15

Solicitation Title: Custodial Services

Following the completion of the review of responsive proposal(s) by the evaluation committee for the above referenced solicitation, ABM Education Services, LLC is recommended for award.

NOTICE

Final award is subject to execution of a written contract and/or issuance of an HCS Purchase Order and, as a result, this Notice does NOT constitute the formation of a contract between Hamilton County Schools and the recommended Vendor(s). The Vendor(s) shall not acquire any legal or equitable rights relative to the contract services until a Purchase Order containing terms and conditions acceptable to Hamilton County Schools is issued.

If negotiations or equivalent with the Vendor(s) fail to result in a valid Purchase Order with Hamilton County Schools, then Hamilton County Schools may revoke the award and award the contract to the next lowest responsive responsible bidder. Hamilton County Schools further reserves the right to cancel this Recommendation of Contract Award at any time prior to the issuance of a Purchase Order.

Any vendor who has submitted a timely bid or proposal in response to a solicitation, may protest the recommendation of award for a contract by submitting such protest to HCS's Director of Procurement. Any protest must be submitted in writing and be in the possession of the Procurement Department before noon (ET) of the 2nd working day following the Public Recommendation of Contract Award posting.

FAILURE OF A VENDOR TO FOLLOW THE PROTEST REQUIREMENTS WITHIN THE TIMEFRAMES PRESCRIBED IN THIS SECTION CONSTITUTES A WAIVER OF THE PROTEST AND ANY RESULTING CLAIMS..

Agenda Item Title: TSBA Board Self-Assessment

Board Meeting Date: May 12, 2026

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Murfreesboro City School Board annually completes a self-evaluation through the TN School Board Association in accordance with Board Policy 1.103. The summary report illustrates the number of Board members who rated their individual performance at each level.

This summary report is for Board member information only.

Staff Recommendation

For information only

Fiscal Impact

No impact

Connection to MCS's Five-Year Strategic Plan

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

Board Member Self-Evaluation

Using the following scale, rate your individual performance in the first column "How I am now" and indicate in the second column "How I wish I were." Check the appropriate box in each column.

Scale: 1=Never 2= Rarely 3=About Half the Time 4=Almost Always 5=Always

A. Relationship with the superintendent												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I keep the superintendent informed on issues, needs, and complaints in a manner allowing the superintendent the opportunity to solve related problems in a professional manner.				2	5						7	
2. I publicly support the superintendent's administrative regulations and decisions and relay any disagreement in a private session.					7						7	
3. I disregard personalities and consider the recommendations of the superintendent in an unbiased and objective manner.					7						7	
4. If I want additional information about an agenda item, I contact the superintendent or the responsible person, in advance.			1	3	3				1		6	
5. I am a positive influence for giving the superintendent sufficient research time and not forcing an on-the-spot decision.				1	6						7	

Board Member Self-Evaluation

B. Relationship with the community											
	How I am now					How I wish I were					
	1	2	3	4	5	1	2	3	4	5	
1. I work to preserve the trust my fellow citizens have put in me and my fellow board members for the educational development of the children and youth of this community.				1	6						7
2. I work to do what is in the best interest of each and every student without distinction as to who they are or what their background may be.				1	6				1	6	
3. I take the initiative in helping all community members to have all the facts about their schools so they will readily provide the finest possible school program, school staff, and school facilities.			1	2	4						7

C. Relationship during meetings											
	How I am now					How I wish I were					
	1	2	3	4	5	1	2	3	4	5	
1. I arrive early and am prepared for the meeting to start on time.			1		6						7
2. I treat other members of the board and professional staff with respect during board meetings.				1	6						7

Board Member Self-Evaluation

3. On those occasions when I differ with other board members, I do so based on the issues at hand and not on personalities.	1	2	3	4	5		1	2	3	4	5
					7						7
4. I behave in such a manner as to emphasize that individual board members have no authority except when convened in a legally conducted board meeting.	1	2	3	4	5		1	2	3	4	5
				1	6						7
5. I refrain from discussions and comments that are unrelated to the agenda item.	1	2	3	4	5		1	2	3	4	5
			1	4	2						7
6. I exercise good listening skills during meetings.	1	2	3	4	5		1	2	3	4	5
				2	5						7
7. I listen to all sides before making a decision.	1	2	3	4	5		1	2	3	4	5
			1	2	4						7
8. I display a spirit of compromise when impasses arise and urge consensus.	1	2	3	4	5		1	2	3	4	5
				3	4					1	6
9. I vote my conscience, but support the majority decisions.	1	2	3	4	5		1	2	3	4	5
					7						7
10. I work within the board role as policy maker and do not become involved in making administrative decisions.	1	2	3	4	5		1	2	3	4	5
				2	5						7
11. At meetings, I speak loudly and clearly enough to be heard by everyone present.	1	2	3	4	5		1	2	3	4	5
				2	5						7
12. I conduct myself in a businesslike manner, following accepted parliamentary procedures and rules.	1	2	3	4	5		1	2	3	4	5
				4	3						7
13. I refrain from monopolizing the discussion.	1	2	3	4	5		1	2	3	4	5
				1	6					1	6

Board Member Self-Evaluation

D. Relationship with staff and personnel												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I consistently adhere to the law governing superintendent authority for personnel.					7					7		
2. I make every effort to become acquainted with district personnel		1	3	2	1				1	6		
3. I do not allow personal friendships with district personnel to affect overall board decisions or policies.				1	6					7		
4. I channel complaints and potential problems to the proper authority.				2	5					7		

E. Support of instructional program												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I keep informed about student achievement.			1	3	3					7		
2. I solicit information from the community pertaining to instructional program needs.			2	3	2				1	6		
3. I support policies that enable the staff to develop the educational program required to meet the needs of the community.				1	6					7		

Board Member Self-Evaluation

F. Fiscal responsibility												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I support efforts to provide resources to properly fund the school district budget.					7						7	
2. I support policies requiring proper accountability for the expenditure of school district funds.					7						7	
3. I keep my constituents informed about the financial needs of the school district.			1	5	1						7	

G. Personal work habits												
	How I am now					How I wish I were						
	1	2	3	4	5	1	2	3	4	5		
1. I keep the educational and welfare of children as my primary concern.				2	5						7	
2. I am willing to make unpopular decisions, in the best interest of children.					7						7	
3. I represent the best interests of all citizens rather than special interest groups.				1	6				1	6		
4. I take time to do my homework and prepare for meetings.			1	1	5						7	
5. I attend board meetings regularly.			1		6						7	
6. I refrain from asking that items be added to the agenda at the last minute.					7						7	

Board Member Self-Evaluation

7. I reach decisions on the merits of issues and on the basis of best available information.	1	2	3	4	5		1	2	3	4	5
				1	6						7
8. I participate in board training programs at regional, state and national levels.	1	2	3	4	5		1	2	3	4	5
			2	3	2						7
9. I do not individually or unilaterally make decisions or commitments on the board's behalf.	1	2	3	4	5		1	2	3	4	5
					7						7
10. I am open and honest with board members, school staff and community members.	1	2	3	4	5		1	2	3	4	5
					7						7
11. I share information and avoid "surprises" whenever possible.	1	2	3	4	5		1	2	3	4	5
				3	4						7
12. I am familiar with and abide by the Tennessee School Boards Association Boardsmanship Code of Ethics.	1	2	3	4	5		1	2	3	4	5
				1	6						7
13. I respect those who differ in opinion and belief.	1	2	3	4	5		1	2	3	4	5
				1	6					1	6
14. I accept constructive criticism.	1	2	3	4	5		1	2	3	4	5
				1	6						7
15. I remain calm and think clearly under pressure.	1	2	3	4	5		1	2	3	4	5
			1	2	4						7

Board Member Self Evaluation Summary

Strengths

- I am respectful, responsible, and prepared at every board meeting. I'm willing to compromise with fellow board members. My focus is what is best for our students. I do not have an "agenda" to follow; I work hard to stay informed in the areas of curriculum, budget, legislative, current issues my district is facing.
- I stay involved on a daily basis by making myself available. I visit schools regularly and interact with the students and staff. I am the legislative liaison and stay informed about current bills and their impact on our district.
- Encourage good, constructive relationships among board members; prepare for meetings; communicate with constituents about board and district activities in a positive way.
- My strengths are connecting with the community and listening to their needs.
- I respect the opinions of others and accept board members decisions.
- I am not afraid to speak up, even when my opinion is not popular if it supports our schools.
- As a juvenile court attorney and child welfare advocate I am able to champion issues that otherwise may not be addressed without this perspective.

Weaknesses

- I need to improve on getting out in the community and asking parents/informing parents about the district's improvement plan.
- I sometimes get ahead in meetings and have to remind myself to adhere to parliamentary procedure.
- Maybe too detail focused at times; strong values/beliefs that prevent me from having constructive relationships with local leaders/legislators; need more leadership confidence.
- My weakness is working on more concise and clear communication along with being more present in the community
- I need to visit schools more.
- I should do more research.
- With a 2 year old and a 4 year old, I cannot attend as many functions as I would like.

To improve my effectiveness as a board member, I will:

- I will become more visible and accessible to the parents and community members; For the most part, I feel like I do a good job as a board member, but there's always something to learn and improve on.

- Review parliamentary procedure. Do a better job to follow the leadership of the Board Chair; In the community, I will make a more concerted effort to share needs of our district in order to keep my constituents more informed.
- Continue to study Robert's Rules of Order to promote organized meetings; Solicit input from constituents on budget decisions; alert the director of questions I have on agenda items.
- I will attend more community and school events and introduce myself. I will have a place to take notes when speaking and responding to a group.
- I need to visit schools more and listen to all sides before making decisions.
- Get more information and develop better relationships with our legislature.
- Time management

Agenda Item Title: Board's Five-Year Strategic Plan 2026-2031

Board Meeting Date: May 12, 2026

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

In August 2025, district staff initiated the development of a new five-year strategic plan aligned to five overarching goals approved by the Board. Since that time, staff has actively engaged teachers, principals, district administrators, and parents to gather feedback on the objectives and strategies necessary to achieve these goals. This draft represents the current culmination of that collaborative work and serves as a comprehensive blueprint for implementing the Board's vision for the district. In accordance with state board policy, the five-year strategic plan will be reviewed and updated on a two-year cycle to ensure continued relevance and progress.

Staff Recommendation

No formal recommendation. For review only

Fiscal Impact

No fiscal impact. For review Only.

Connection to MCS's Five-Year Strategic Plan

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

MCS 2026-2031 Strategic Plan -Goals and Objectives Only

Mission Statement: To assure academic and personal success for each student.

Vision: All students and stakeholders are known, safe, challenged and empowered.

Goal 1: MCS will raise achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.

Objectives	
<p>Priority Objective 1: For all students in grades 3-6, increase the percentage of students scoring on or above a proficient level on state-assessed subjects annually by an average of 2.5% and maintain TVAAS scores of a minimum of 3 or higher in ELA and math.</p>	<p>Priority Objective 2: For all students in grades K-2, increase the percentage of students scoring on or above grade level on district benchmark assessments annually by an average of 2.5%</p>
<p>Priority Objective 3: Decrease the percentage of SWD and ELLs who are scoring in the below level in ELA and Math annually and Maintain Level 3 TVAAS growth for SWD and ELL student groups in ELA and Math annually.</p>	<p>Priority Objective 4: For students in grades 3-6 who perform in the bottom 25%, maintain level 4 TVAAS growth.</p>

Goal 2: MCS will promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.

Objectives:	
<p>Priority Objective 1: Decrease non-academic, behavioral, and social emotional barriers to learning by providing multiple pathways to tiered services and support as measured by an increase in our average daily attendance to 96% and decreasing Out of School Suspensions from 7.3% to 5% or less by 2031.</p>	<p>Priority Objective 2: Increase support and learning opportunities for parents to serve as their child’s first and most important teacher as measured by 90% of families stating they receive information from the school/district about how to help their child.</p>
<p>Priority Objective 3: Identify, implement, and support a variety of extracurricular opportunities for students in athletics, STEAM, Performing Arts, and advanced academics.</p>	

Goal 3: MCS will invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.	
Objectives:	
Priority Objective 1: Retain at least 90% of highly effective educators, defined as teachers earning a Level of Effectiveness (LOE) score of 4 or 5.	Priority Objective 2: Engage in proactive recruitment and strategic partnerships to ensure less than 1% of certified positions are unfilled at the start of each school year.
Priority Objective 3: Ensure workforce stability and high-quality staffing through retention in all district positions as measured by less than 1% of all positions are unfilled by August 1 st of each year.	

Goal 4: MCS will ensure operational efficiency so that resources effectively support and enhance student learning.	
Objectives:	
Priority Objective 1: MCS will strategically manage facilities, equipment, and infrastructure through a data-informed, multi-year planning process where 100% of major assets are tracked and used to inform a multi-year CIP.	Priority Objective 2: Maintain safe and secure learning environments that reduce risk to students and staff in which annually 100% of staff are thoroughly trained and 100% of schools complete an annual security assessment with documented findings and action steps.
Priority Objective 3: Maintain secure technology systems aligned with the NIST Cybersecurity Framework and Tennessee K–12 requirements to protect district operations, instructional continuity, and student and staff data. Success will be measured through 100% semi-annual access audits, a 14-day critical patch window, 95% cybersecurity training completion, monthly phishing simulations with a click rate below 5%, and zero unauthorized data disclosures.	Priority Objective 4: Maintain financial stability and sustainability to protect instructional resources and support long-term district priorities by ensuring a minimum 10% fund balance in the general-purpose fund and labor cost at, or below, 88%.

Goal 5: MCS will strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.	
Objectives	Strategies
Priority Objective 1: Enhance our brand and public narrative by communicating consistently, transparently, and positively about the work happening across the district as measured by parent, staff, and community surveys.	Priority Objective 2: Expand family access to high-quality educational programmatic options by increasing opportunities for school choice within the district.

MCS 2026-2031 Strategic Plan -Full Version with Strategies

Mission Statement: The mission of MCS is to assure academic and personal success for each student.

Vision: All students and stakeholders are known, safe, challenged and empowered.

Goal 1: EMPOWER: MCS will raise achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.	
Objectives:	Strategies:
<p>Priority Objective 1: For all students in grades 3-6, increase the percentage of students scoring on or above a proficient level on state-assessed subjects annually by an average of 2.5% and maintain TVAAS scores of a minimum of 3 or higher in ELA and math.</p> <p><i>ELA 2025: 41.5%</i> <i>Math 2025:47.8%</i> <i>Science 2025:44.8%</i></p>	<ol style="list-style-type: none"> 1. Ensure all students have access to high-quality instructional materials in all subject areas and ensure implementation with integrity across all schools. 2. Utilize standards-aligned benchmark assessments and district-supported item banks to monitor student progress and instructionally respond. 3. Provide high-quality professional development that is ongoing, job-embedded, coherent, and curriculum-based to all employees who support student instruction with specialized training for teachers in their first three years in HQIM foundations. 4. Provide for and train tutors and gifted specialists to ensure coherence with Tier I through the services provided. Provide consistent collaboration experiences between Tier I teachers and tutors/gifted specialists to ensure coherence with Tier I through the services provided. 5. Align school-based tutoring and ESP tutoring to ensure continuity and coherence. 6. Provide tools that support curricular ease-of-use, including curriculum maps, scope-and-sequence documents, and instructional time guidance designed to maximize learning while preserving time for relationship-building and social-emotional supports, including morning meetings.
<p>Priority Objective 2: For all students in grades K-2, increase the percentage of students scoring on or above grade level on district benchmark assessments annually by an average of 2.5%</p> <p><i>ELA Skills Block Benchmark 2025: (to be entered at the end of 2025-2026)</i> <i>Math Foundational Domains Benchmark 2025:</i> <i>NO-39%</i> <i>ALG-43%</i></p>	<ol style="list-style-type: none"> 1. Implementation of early literacy high-quality instructional materials for both whole group and small group Tier I instruction. 2. Utilize early literacy assessments to align instructional supports to students' individual needs. 3. Provide early literacy training to teachers, school leaders, and classified instructional staff on a sounds first approach to instruction. 4. Provide for and train ELA and Math interventionists and tutors who support students with achievement gaps and ensure coherence with Tier I in the services provided. 5. Align school-based tutoring and ESP tutoring to ensure continuity and coherence.
<p>Priority Objective 3: Decrease the percentage of SWD and ELLs who are scoring in the below level in ELA and Math annually and Maintain Level 3 TVAAS growth for SWD and ELL student groups in ELA and Math annually.</p>	<ol style="list-style-type: none"> 1. Provide consistent collaboration experiences between Tier I teachers and ESL/SWD teachers to ensure coherence with Tier I through the services provided. 2. Provide training and resources to ensure SWD remain in Tier I or LRE 80% of their school day as measured by the SPR indicators.

	<ol style="list-style-type: none">3. Provide ongoing professional learning for general education and special populations teachers on evidence-based best practices and language supports embedded within ELA and Math instruction.4. Implement and monitor ELA and Math programs in special education and ESL to ensure coherence with Tier I instruction and that it explicitly address language development, scaffolding, and access to grade-level standards for SWD and ELL students.
<p>Priority Objective 4: For students in grades 3-6 who perform in the bottom 25%, maintain level 4 TVAAS growth.</p>	<ol style="list-style-type: none">1. Provide consistent collaboration experiences between Tier I teachers and Tier III interventionists to ensure coherence with Tier I through the services provided.2. Provide high-quality professional development that is ongoing, job-embedded, to all interventionist and educational assistants who support student instruction.3. Utilize benchmark assessments and skills-based screeners to monitor individual student growth and align supports to the level of student need.4. Ensure school schedules include daily intervention time and provide ongoing training for administrators and teachers on appropriate use of this time.

Goal 2: KNOWN: MCS will promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.	
Objectives:	Strategies:
<p>Priority Objective 1: Decrease non-academic, behavioral, and social emotional barriers to learning by providing multiple pathways to tiered services and support as measured by an increase in our average daily attendance to 96% and decreasing Out of School Suspensions from 7.3% to 5% or less by 2031.</p>	<ol style="list-style-type: none"> 1. Maintain a 1:500 ratio for school counselors and a combined 1:300 for all social-emotional and non-academic supports (counselors, behavior interventionists, Calm Coaches, social workers). 2. Achieve and maintain daily mental health coverage at all schools through district-based staff and third-party providers. 3. Maintain school nurses in every school to aid in the health and well-being of all students to promote attendance and keep students in class. 4. Implement and monitor a consistent, universal (Tier I) RTI-B curriculum with the support of school counselors and morning-meeting time in each classroom. 5. Implement and monitor a consistent, districtwide RTI2B framework for behavior and social-emotional learning that is implemented as a shared responsibility across all schools and staff; ensures universal (Tier I), targeted (Tier II), and intensive (Tier III) supports are clearly defined, consistently implemented, and accessible at every school; and is guided by district-level structures, including the RTI2B Districtwide Committee, to support integrity and continuous improvement. 6. Increase system-wide training and coaching opportunities for all staff in de-escalation, implementation of behavioral plans, and trauma-informed practices and provide resources to ensure all staff fully understand pathways of support. 7. Refinement of BEST Classroom through systematic training and processes to increase % of students exiting the program and expansion of partnerships with out-of-district providers to ensure all students receive the appropriate level of support. 8. Annually communicate and train families on the district’s Progressive Truancy Intervention Plan by integrating attendance education into Parent Universities, Kindergarten registration, and other parent engagement events.
<p>Priority Objective 2: Increase support and learning opportunities for parents to serve as their child’s first and most important teacher as measured by 90% of families stating they receive information from the school/district about how to help their child.</p>	<ol style="list-style-type: none"> 1. Provide targeted parent universities through multiple formats and with flexible scheduling (online, in-person, school-level, district-level, mobile, etc.) that cover both academic and non-academic strategies for students across grade levels. 2. Through partnerships with community organizations, maintain a family resource center and mobile FRC to provide essentials needs to families to eliminate barriers to learning. 3. Provide targeted training for PreK families to support the transition to kindergarten.
<p>Priority Objective 3: Identify, implement, and support a variety of extracurricular opportunities for students in athletics, STEAM, Performing Arts, and advanced academics.</p>	<ol style="list-style-type: none"> 1. Continue and expand partnerships with MTSU and other agencies for sports clinics and early exposure to careers. 2. Align with ESP to develop a unified stipend approach that strengthens school day and ESP cohesion and ensures dependable staffing for student programming.

	<ol style="list-style-type: none"> 3. Supports schools in the designation and re-designation process for TN STEM (STEAM) accreditation. 4. Provide ongoing professional development for visual and performing arts educators (i.e. <i>TN Arts Academy</i>) and authentic opportunities annually for students to showcase their work and performances. 5. Ensure ongoing student showcase events such as district STEAM nights, Music Festival, Arts Shows, etc.
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Goal 3: CHALLENGED: MCS will invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.	
Objectives:	Strategies:
<p>Priority Objective 1: Retain at least 90% of highly effective educators, defined as teachers earning a Level of Effectiveness (LOE) score of 4 or 5.</p>	<ol style="list-style-type: none"> 1. Ensure employees have access to on-going, job embedded professional learning that leads to improvements in their teaching (90% on annual staff survey) including in-depth training such as literacy and networks. 2. Ensure all new educators have access to high-quality, trained mentors who provide instructional, professional, and relational support during their first two years in the district with specialized mentoring for new special education and ESL teachers. 3. Establish multiple on-going feedback loops that provide educators and staff with meaningful opportunities to share input, reflect on working conditions, and influence district decision-making through annual staff surveys, the Teacher Advisory Council, and structured roundtable conversations. 4. Expand and sustain leadership development pathways that prepare and support teachers for growth opportunities within MCS, including instructional leadership, mentoring roles, and formal leadership development programs.
<p>Priority Objective 2: Engage in proactive recruitment and strategic partnerships to ensure less than 1% of certified positions are unfilled at the start of each school year.</p>	<ol style="list-style-type: none"> 1. Maintain and create new partnerships with multiple education preparation providers (including out-of-state and HBCUs) to recruit high-quality teaching candidates by providing regular access to MCS classrooms, teachers, specialized programs, and early exposure to the district 2. Engage in recruitment activities such as attendance at job fairs (including out-of-state and HBCUs), tour of schools days, and social media/digital presence to expand the recruitment reach. 3. Provide hard-to-staff differentiated compensation for specific roles determined annually by the board. 4. Work with partners to provide opportunities annually to assist highly effective classified staff to obtain their teaching certificates.
<p>Priority Objective 3: Ensure workforce stability and high-quality staffing through retention in all district positions as measured by less</p>	<ol style="list-style-type: none"> 1. Annually evaluate salary comparisons and differentiated pay with neighboring districts to review the salary scale for certified and classified positions to ensure MCS is offering competitive pay at all steps.

<p>than 1% of all positions are unfilled by August 1st of each year.</p>	<ol style="list-style-type: none"> 2. Modify classified salary steps to better align with certified salary steps to compensate for longevity. 3. Routinely and systematically provide leadership training opportunities to all district leaders on personnel, management, and instructional leadership grounded in our MCS Leads Core Values. 4. Annually evaluate employee benefits to ensure all employees have access to affordable health care including access to emotional wellbeing solutions. 5. Provide paid, role-specific professional development during scheduled work hours on designated professional learning days throughout the school year for classified employees.
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<p>Goal 4: SAFE: MCS will ensure operational efficiency so that resources effectively support and enhance student learning.</p>	
<p>Objectives</p>	<p>Strategies</p>
<p>Priority Objective 1: MCS will strategically manage facilities, equipment, and infrastructure through a data-informed, multi-year planning process where 100% of major assets are tracked and used to inform a multi-year CIP.</p>	<ol style="list-style-type: none"> 1. Monitor and adjust infrastructure plans to account for enrollment growth and operational demands so that all school facilities remain at least 80% full and no school is at 110% capacity for multiple years. 2. Implement an asset management process to prioritize major projects such as roofing, HVAC, access control, radios, and freezers so that annual CIP addresses needs proactively. 3. Systematic and routine dialogue and communication between operational leads and building principals to ensure reliable learning environments.
<p>Priority Objective 2: Maintain safe and secure learning environments that reduce risk to students and staff in which annually 100% of staff are thoroughly trained and 100% of schools complete an annual security assessment with documented findings and action steps.</p>	<ol style="list-style-type: none"> 1. Conduct annual comprehensive security assessments at all schools and district facilities in conjunction with Murfreesboro Police Department and monthly informal checks by the district safety supervisor. 2. Meet and coordinate regularly with the Murfreesboro Police Department and the Department of Homeland Security to review protocols, share intelligence, and strengthen emergency response planning. 3. Maintain an active MOU with MPD to ensure SROs are in all schools daily. 4. Provide training and communication to staff on safety procedures and emergency preparedness twice annually.
<p>Priority Objective 3: Maintain robust cybersecurity and access control protocols aligned to NIST CSF 2.0—covering governance, identity management, data protection, detection, and incident response—and in compliance with Tennessee K-12 legal requirements. Success will be measured through</p>	<ol style="list-style-type: none"> 1. Implement a district instructional technology leadership team to guide and provide input on the use of technology in the classrooms including emerging trends around online testing and artificial intelligence. 2. Maintain robust cybersecurity and access control protocols to protect student and staff data. 3. Implement a replacement plan and update cycle to ensure reliability and cost predictability.

<p>100% semi-annual access audits, full MFA adoption, a 14-day critical patch window, 95% cybersecurity training completion, monthly phishing simulations with a click rate below 5%, and zero unauthorized data disclosures.”</p>	
<p>Priority Objective 4: Maintain financial stability and sustainability to protect instructional resources and support long-term district priorities by ensuring a minimum 10% fund balance in the general-purpose fund and labor cost at, or below, 88%.</p>	<ol style="list-style-type: none"> 1. Effective internal controls and operational accountability through consistent training, monitoring, and continuous improvement. 2. Ongoing coordination between human resources, finance, and legal to ensure personnel tasks and position control. 3. Maintaining budget integrity with ongoing formal and informal budget monitoring.

<p>Goal 5: MCS will strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.</p>	
<p>Objectives</p>	<p>Strategies</p>
<p>Priority Objective 1: Enhance our brand and public narrative by communicating consistently, transparently, and positively about the work happening across the district as measured by parent, staff, and community surveys.</p>	<ol style="list-style-type: none"> 1. Promote and expand awareness of signature programs (ESP, STEM/STEAM, Farm2School, etc.) and student supports that distinguish the district and meet the needs of families. 2. Elevate employee recognition and school spotlights by regularly celebrating staff contributions and school accomplishments through district communications, public recognitions, social media channels and storytelling that highlights the impact of employees and the district on student success. 3. Strengthen community partnerships by collaborating with local organizations, businesses, and civic leaders to highlight shared successes and expand opportunities for students and families. 4. Increase parent and stakeholder education and engagement by providing accessible information about district initiatives, programs, and outcomes, and by creating regular opportunities for feedback and dialogue including a formal parent advisory group.
<p>Priority Objective 2: Expand family access to high-quality educational programmatic options by increasing opportunities for school choice within the district.</p>	<ol style="list-style-type: none"> 1. Conduct an annual review of the zone waiver process to identify opportunities to responsibly increase the number of available choice seats across schools. 2. Create and expand distinct programmatic options within MCS that provide families with meaningful choices while leveraging district strengths and meeting student interests and needs. 3. Implement a coordinated communication strategy (including school tours and informational sessions) that clearly explains MCS choice options, zone waiver processes, timelines, and program offerings so families can make informed decisions.