

Board of Education Regular Meeting

May 26, 2026 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by James Enochs, a 2nd grade student at Hobgood Elementary, and Fred Young, a kindergarten student, and Harper Brown, a 2nd grade student, at Northfield Elementary.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. COMMUNICATIONS Information Item Congratulations to Discovery School for being recognized as a Blue Ribbon School at the recent State Board of Education meeting. This is an outstanding achievement and a reflection of the dedication of the school’s students, staff, and leadership. Parents of children entering Kindergarten this fall who are already registered will begin receiving email updates. These communications will include helpful tips, important information, and suggestions to ensure a smooth transition into kindergarten. If a parent wants to be added to this communication, simply give us a call. KinderCamp is scheduled for July 20-24, providing an excellent opportunity for incoming kindergarten students to get familiar with their new school environment. Thank you to United Way for kicking off the Stuff the Bus over the summer. The dates for packing and distribution have been set for July 27 and 28. Our local community strongly supported our Backpack and Food Pantry programs this school year. The Sisters of Strength from New Vision-Buchanan Campus have organized special meal kit bags for our families in challenging living situations. These kits will be distributed on MERV (our Mobile Education Resource Van) during the summer when food access can be more limited. In addition, MERV, CHEWY, and CHOW, our nutrition and outreach vehicles, will be active over the summer. Each week is a themed schedule of activities that will include games, crafts, worksheets, and of course books, designed to keep students active, engaged, and connected while school is out. The Summer Feeding Program will begin on June 1 and run through July 31. The full schedule of locations and times is available on both the school and district websites.	Mrs. Lisa Trail
A. Recognition of Read to Succeed Spelling Bee Winners: Waylon Brooks-Northfield Elementary-1st Place; Brianna Perez Tena-Black Fox-3rd Place Procedural Item	Dr. Trey Duke

B. Recognition of Tony Hartman, Music Teacher at Scales-CMA Foundation 2026 Music Teacher of Excellence Procedural Item	Dr. Trey Duke
C. The Best of MCS-Legacy Retirements (20 years or more) Procedural Item	Dr. Trey Duke
D. Spotlight on Education-ESP Summer Programming Procedural Item	Dr. Trey Duke
E. Public Comment Procedural Item	Chair Amanda Moore
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 5-12-26 Board Minutes Consent Item	
B. Approval of Contract-KnowBe4 Consent Item	
C. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Disciplinary Hearing Authority-Board Policy 6.317 Action Item	Dr. Trey Duke
B. Approval of Contract-Synergy Action Item	Dr. Trey Duke
C. Approval of Contract-Murfreesboro Pure Milk Renewal Action Item	Dr. Trey Duke
D. Approval of Contract-Central Technologies-Avigilon Camera Purchase Action Item	Dr. Trey Duke
E. Approval of Contract-Concrete Pads at Black Fox Elementary and Erma Siegel Elementary Action Item	Dr. Trey Duke
F. Approval of Budget Amendment-Title II Reallocation Action Item	Dr. Trey Duke
G. Approval of Budget Amendment-GP Interfund Action Item	Dr. Trey Duke
H. Approval of Budget Amendment-FY 26 GP-TISA Outcome Funding Action Item	Dr. Trey Duke
I. Approval of Matlock Clements Extension Action Item	Dr. Trey Duke
J. Approval of Public Official Bond for Director Action Item	Dr. Trey Duke
K. Approval of 2026-2027 General Purpose Budget Revision Action Item	Dr. Trey Duke
L. Approval of March Revenue and Expenditure Report Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. 2026-2027 Board Meeting Calendar Information Item	Dr. Trey Duke
B. City Schools Foundation Update Information Item	Ms. Lisa Trail
C. Personnel Report Information Item	Dr. Maria Johnson
D. Enrollment (PTR) Report	Mr. Ken Rocha

Information Item	
E. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore

MINUTES

Board of Education Regular Meeting

May 12, 2026 6:00 PM

MCS Administrative Offices

<p>CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Absent: Mr. Jimmy Richardson III, Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Don Bartch, Daniel Owens, Angela Fairchild, Ken Rocha, April Zavis, Lisa Trail, Sheri Arnette, Maria Johnson, Dr. Liz Rueby,</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Amanda Moore
<p>Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Dr. Liz Rueby, principal at Reeves Rogers Elementary.</p>	
<p>Moment of Silence Procedural Item</p>	
<p>APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2</p>	Chair Amanda Moore
<p>PUBLIC COMMENT Procedural Item</p>	Chair Amanda Moore
<p>CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2</p>	Chair Amanda Moore
<p>Approval of 4-28-26 Board Minutes Consent Item</p>	
<p>Approval of Contract-Zearn Summer School Consent Item</p>	
<p>Approval of Contract-Daiken HVAC Consent Item</p>	
<p>Approval of Omni TSA Plan Administration Amendment Consent Item</p>	
<p>Approval of Surplus Property Disposal Consent Item</p>	
<p>ACTION ITEMS Action Item</p>	Chair Amanda Moore
<p>Approval of the 2026-2027 Summer School Budget Action Item Motion to approve Budget Amendment-2026-2027 Summer School Budget. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2 Dr. Duke informed the Board that, in previous years, the transportation portion of the Summer School budget had been presented separately; however, this year it was incorporated into the overall Summer School Budget.</p>	Dr. Trey Duke

<p>Mrs. Arnette provided the Board with an update on the Summer School process. She reviewed what the budget would cover, identified the schools where Summer School would be held, and shared the projected staffing numbers. She informed the Board that 1,219 students are currently enrolled, including 384 third-grade students.</p> <p>Mrs. Arnette also thanked Becky Campbell, Felicia James, and Dr. Bullard for their hard work in planning this year’s Summer School program, noting that the planning process began in January.</p>	
<p>Approval of Budget Amendment-AALN PreK Action Item Motion to approve Budget Amendment-AALN PreK Grant. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>Approval of Budget Amendment-Stronger Connections Action Item Motion to approve Budget Amendment-Stronger Connections. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>Approval of Budget Amendment-Federal McKinney Vento Action Item Motion to approve the Budget Amendment-Federal McKinney Vento. This motion, made by Mrs. Jeanette Price and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2</p>	Dr. Trey Duke
<p>Approval of Contract-ABM Janitorial Services Action Item Motion to approve the Contract-ABM Janitorial Services. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2</p> <p>Board Member Karen Dodd asked if the district is still satisfied with the services provided by ABM. Dr. Duke confirmed that the district is pleased overall and explained that principals receive a monthly survey regarding ABM’s performance, with the average score currently at 90%. He acknowledged that there have been staffing challenges and high turnover; however, ABM has kept the district informed and has been very responsive whenever concerns have been raised. Dr. Duke added that the concerns being experienced are similar to those encountered when custodial services were managed in-house.</p> <p>Assistant Superintendent of Operations Don Bartch also addressed the Board and explained that there had been a pattern of accountability concerns during evening hours at the schools. After communicating those concerns to ABM, the company assigned a night foreman to provide additional oversight.</p> <p>Board Member Karen Dodd also asked whether ABM continues to be cost-efficient for the district. Dr. Duke explained that the final year of managing custodial services internally cost approximately \$3.5 million and involved many of the same challenges. In comparison, the current contract with ABM costs approximately \$3.1 million and has allowed district staff to focus on other responsibilities. Dr. Duke stated that he feels confident the district would be unlikely to find better service if a change were made.</p> <p>Board Member Barbara Long shared that she continues to receive calls from teachers regarding custodial concerns. Attorney Lauren Bush explained that the current contract differs from the previous one in that ABM now has a supervisor dedicated solely to the district. She added that if the terms of the contract are not met, the district has the ability to pursue a breach of contract. Ms. Bush further explained that ABM provides monthly reports to the district and that if staffing levels fall below a specified percentage, the company is required to reimburse funds to the district.</p>	Dr. Trey Duke
<p>REPORTS AND INFORMATION</p>	Chair Amanda Moore

<p>Information Item</p>	
<p>Results of Board Self-Assessment Information Item Board Chair Amanda Moore shared the Board self-assessment results with the Board and explained that the assessment is part of the requirements for achieving Board of Distinction status, as well as an opportunity for the Board to evaluate its overall effectiveness. She asked if any Board members had feedback regarding the results, and there was none.</p>	<p>Chair Amanda Moore</p>
<p>Review of Board's Five-Year Strategic Plan 2026-2031 Information Item Dr. Duke informed the Board that the current Strategic Plan extends through 2027, giving the district an early start on developing the next Strategic Plan, which will cover the years 2026-2031. Dr. Duke presented a PowerPoint outlining the proposed goals and objectives for the new plan. He introduced each goal, and district supervisors provided additional details regarding the priority objectives and the strategies that will be used to accomplish them. The proposed goals were presented as follows:</p> <ul style="list-style-type: none"> • Goal 1: Academic Achievement - presented by Sheri Arnette • Goal 2: Whole Child Supports - presented by Ken Rocha (Objective 1), Lisa Trail (Objective 2), and Dr. Duke (Objective 3) • Goal 3: Employee Growth and Retention - presented by Maria Johnson (Objectives 1-3) • Goal 4: Operational Excellence - presented by Don Bartch (Objectives 1 and 2), April Zavisla (Objective 3), and Daniel Owens (Objective 4) • Goal 5: District of Choice - presented by Lisa Trail (Objective 1) and Dr. Duke (Objective 2) <p>During the discussion of Goal 2, Dr. Duke noted the importance of including measurable indicators related to out-of-school suspensions and student behavior, expressing hope that suspension numbers would decrease as supports and interventions are strengthened. He also commended Jennifer Lowe for her partnership with MTSU and for her work in developing and promoting Parent Universities, which provide valuable resources and support for parents. Dr. Duke explained that the presentation provided a high-level overview of the goals, objectives, and measurable tasks. He encouraged Board members to review the more detailed handout provided and to share any feedback or recommendations. Dr. Duke then asked the Board for direction regarding the next steps in the Strategic Plan approval process. He explained that one option would be for the Board to review the draft and provide feedback on June 9, with possible approval of the plan at the June 23 Board meeting. Another option would be to review the draft and hold a more in-depth discussion during the August 25 Board workshop. Board Member Karen Dodd stated that she preferred the first option, which would allow the Board to review and provide feedback on June 9 and then take a final vote on June 23. The remaining Board members agreed with that approach. Dr. Duke informed the Board that, during the June 9 meeting, each supervisor will provide additional details regarding the strategies and actions being implemented to achieve the outlined objectives. He also noted that the Board will have time to review the Strategic Plan document prior to the June 9 meeting.</p>	<p>Dr. Trey Duke</p>
<p>Director's Update Information Item Dr. Duke informed the Board that third-grade retake testing is approaching. He stated that the district expects to receive test scores on May 20 and will retest all non-proficient third-grade students on May 21. He also shared that two additional Zoom calls for third- and fourth-grade parents are scheduled for Thursday, May 14. Dr. Duke noted that only eight days of school remain, and that this is the latest the district has ever received scores back, leaving only one day available for retesting.</p>	<p>Dr. Trey Duke</p>

<p>Dr. Duke also informed the Board that he will present the proposed budget to the City Council on Thursday, May 14, at 11:30 a.m. at the Murfreesboro Municipal Airport. He stated that the district is still awaiting the final weighted full-time equivalent number from the State, which is expected on Friday, and noted that adjustments to the budget may need to be made at the next Board meeting on May 26. He added that the City Council is scheduled to vote on the budget on June 4.</p> <p>Dr. Duke shared that the last full day of school for students will be the Friday before Memorial Day. He added that teachers will return for two additional days following Memorial Day. He stated that Thursday, May 28, will be students' last half day, with buses running that day for report card pickup, although he expects low attendance. Dr. Duke said that feedback from both parents and staff indicated a preference for having the last full day of school occur before Memorial Day. He also shared that Lisa Trail will communicate to families that grab-and-go breakfast and lunch options will be available for students on May 28.</p> <p>Dr. Duke also informed the Board of the passing of Ms. Sia Phillips' mother. Ms. Phillips serves as principal of Salem Elementary School. He shared that visitation services would be held on Wednesday, May 13, in Memphis and asked the Board to keep Ms. Phillips and her family in their thoughts.</p>	
<p>OTHER BUSINESS Information Item Board Chair Amanda Moore asked about the projected fourth-grade enrollment numbers at Discovery School following the addition of a new classroom for the upcoming school year. Dr. Duke responded that he would provide the Board with the most up-to-date enrollment figures but shared that the latest information indicated that 18 students had registered for the new class.</p>	<p>Chair Amanda Moore</p>
<p>ADJOURNMENT Action Item Motion to adjourn 7:08 p.m. This motion, made by Ms. Barbara Long and seconded by Mr. Butch Campbell, passed. Yea: 5, Nay: 0, Absent: 2</p>	<p>Chair Amanda Moore</p>

Director of Schools

Agenda Item Title: KnowBe4 Security Awareness Training Subscription Renewal

Board Meeting Date: May 26, 2026

Department: Technology

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS seeks Board approval to renew its subscription with KnowBe4 for cybersecurity awareness and phishing prevention training for district employees. The renewal provides the KnowBe4 Security Awareness Training Diamond Subscription for 1,500 users for the period of July 28, 2026, through July 27, 2027, at a total annual cost of \$34,020.00.

Staff Recommendation

MCS recommends approval of the KnowBe4 Security Awareness Training Subscription Renewal and accompanying addendum for the 2026-2027 subscription term.

Fiscal Impact

The annual subscription cost is \$34,020.00 and will be paid through General Purpose funds.

Connection to MCS's Five-Year Strategic Plan

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

**KnowBe4**

33 N Garden Avenue, Suite 1200
 Clearwater, FL
 33755 US

Created Date 3/11/2026 12:24 PM
Expiration Date 7/27/2026
Quote Number Q-1538345
Payment Terms Net 30

Prepared By Email Christina Price
 christinap@knowbe4.com

Contact Name April Zavisia
Contact Phone (615) 893-2313
Contact Email april.zavisia@cityschools.net

Bill to Name Murfreesboro City Schools
 2552 S CHURCH ST
 MURFREESBORO, TN 37127-6342
 UNITED STATES

Ship to Name Murfreesboro City Schools
 2552 S CHURCH ST
 MURFREESBORO, TN 37127-6342
 UNITED STATES

Description Subscription Start Date: 7/28/2026
 Subscription End Date: 7/27/2027 **Notes**

Total Term(Months) 12

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KSATD	KnowBe4 Security Awareness Training Subscription Diamond	1,500	USD 22.68	USD 22.68	USD 1.89	USD 34,020.00

Grand Total USD 34,020.00

Signature
Name
Title
Date

Terms & Conditions

By accepting this Quote, you confirm your authority to bind your organization. The Subscription Term begins when we receive the signed Quote or accept a corresponding purchase order. For renewals signed before the current Subscription Term expires, the renewal begins the day after expiration. Unless included on the invoice, Customer is responsible for applicable sales and use tax. KnowBe4's Terms of Service ([KnowBe4.com/Terms](https://www.knowbe4.com/terms)) and Product Privacy Policy ([KnowBe4.com/Product-Privacy-Notice](https://www.knowbe4.com/product-privacy-notice)) apply, unless mutually agreed otherwise in writing signed by both parties. Capitalized undefined terms have the meaning set forth in the KnowBe4 Terms of Service. THE SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR EQUIVALENT TERMS IN ACCORDANCE WITH KNOWBE4'S TERMS OF SERVICE, UNLESS CUSTOMER PROVIDES WRITTEN NOTICE AT LEAST THIRTY DAYS BEFORE THE SUBSCRIPTION TERM ENDS. UPON EACH AUTOMATIC RENEWAL, FEES SHALL INCREASE YEAR-OVER-YEAR BY A MINIMUM OF FOUR PERCENT, BASED ON FEES AT EXPIRY OF THE SUBSCRIPTION TERM, CALCULATED AND COMPOUNDED ANNUALLY. NON-SUBSCRIPTION OR ONE-TIME SERVICES, SUCH AS PROFESSIONAL SERVICES, DO NOT AUTOMATICALLY RENEW. IF CUSTOMER REQUIRES A PURCHASE ORDER, ANY ADDITIONAL TERMS & CONDITIONS WILL NOT BECOME PART OF THE AGREEMENT.

This is a subscription renewal pursuant to the July 28, 2023 MSA, which shall govern the renewal Term.

ADDENDUM TO MASTER TERMS OF SERVICE

This Addendum (herein "Addendum") amends the KnowBe4 Inc. Master Terms of Use, which was incorporated by reference through Quote Number Q-1538345, and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between KnowBe4 Inc. (herein "Contractor") and Murfreesboro City Schools (herein "Customer") for the use of goods and services as provided for in the Agreement. 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 hereby acknowledged the Agreement is amended as follows:

- 1. Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
- 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. 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. 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.
- 5. 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 Customer. 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.

6. 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.

7. 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 Customer, such termination shall not be a breach of this Agreement, and any unused payment made to Contractor shall be returned to Customer. Furthermore, this provision shall extend to any and all obligations imposed upon Customer to reimburse Contractor for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Contractor, FPPs, or Payment Processing Partners in relation to any event.

8. 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.

9. 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.

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

11. 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.

12. 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.

13. 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.

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

Contractor

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: Surplus Items

Board Meeting Date: May 26, 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

Keisey Nelson - Tech Pod

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
A	Yellow Chairs (Qty:3)					
B	Maroon Leather Chairs (Qty:2)		The Hon Co	5003NWP	36VABT/?	
C	Wood Chair w/ Blue Upolstery					
D	Black Chair w/ Green Upolstery		Herman Miller	EN500PBS		
E	Metal Chair w/ Blue Upolstery		Kaydee Metal	203807		
F	Maroon Rolling Chair		Herman Miller	EE122AK	939884	
G	Brown Rolling Chair		The Hon Co	21044		
H	Executive Desk (Qty:2)			05746270C		
I	Media Stand		Pix Mobile	AV-Series		
J	Triangle Side Table					
K	Wood Side Table	64-830-5				
L	6X2.5' Short Table					
M	Small Rolling Desk					
N	Small Wooden Bookshelf					
O	Tall Pressboard Bookshelf					
P	6.5' Wood Shelf					
Q	3' Metal Table (Qty:2)		The Hon Co	4065G3PP	MPKTMR/?	
R	Black Rolling Chair		Ikea	20875	LL1130691	

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

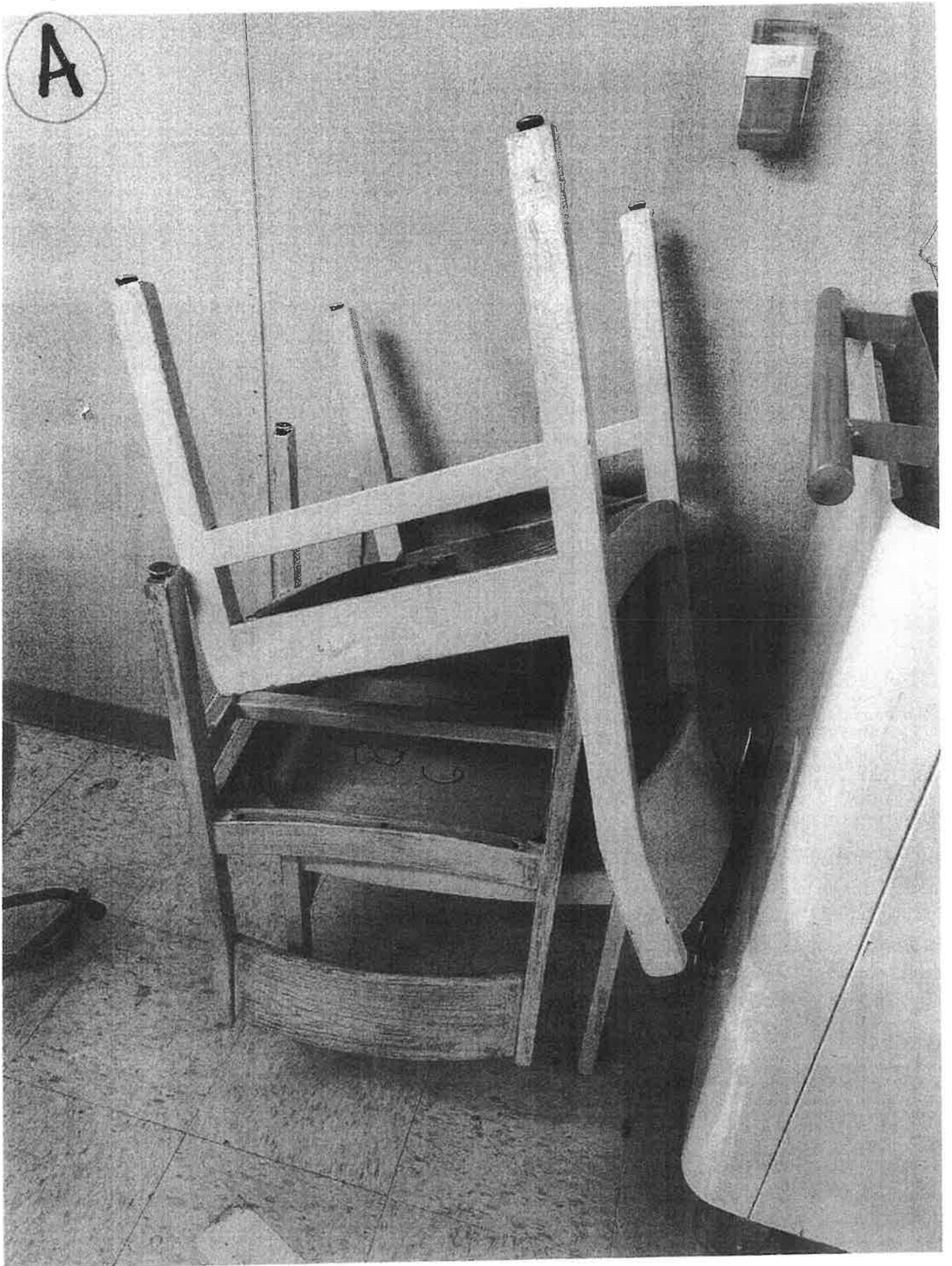
any School *REE* Date *5/7/26*
 Principal _____
D-R Date *5/11/26*
 Supervisor _____
Bobby W DUKK Date *5/11/26*
 Director of Schools _____
 _____ Date _____
 Board Chairman _____

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

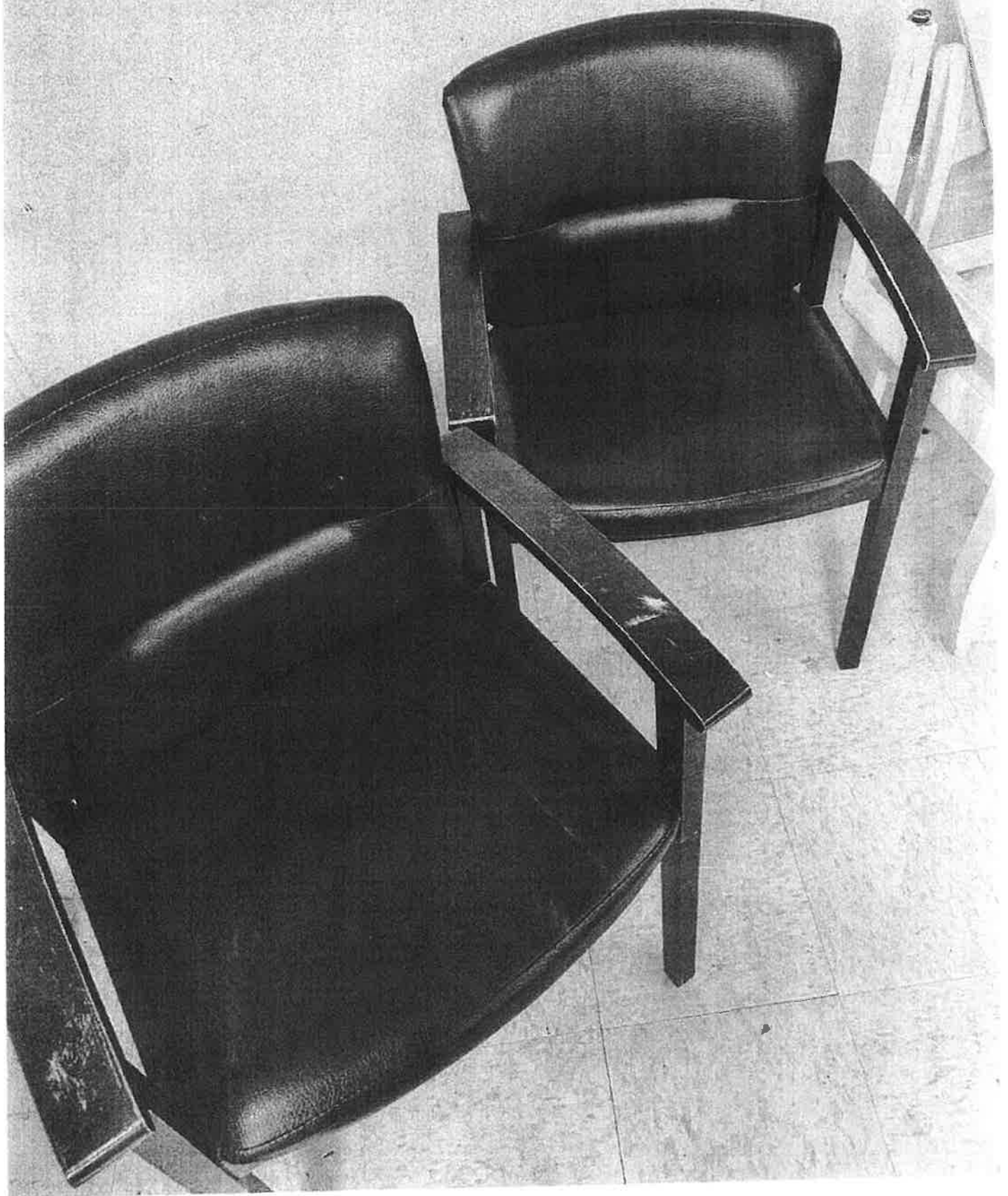
Notes on Disposal Method:

Signature: _____ Date: _____

A



B



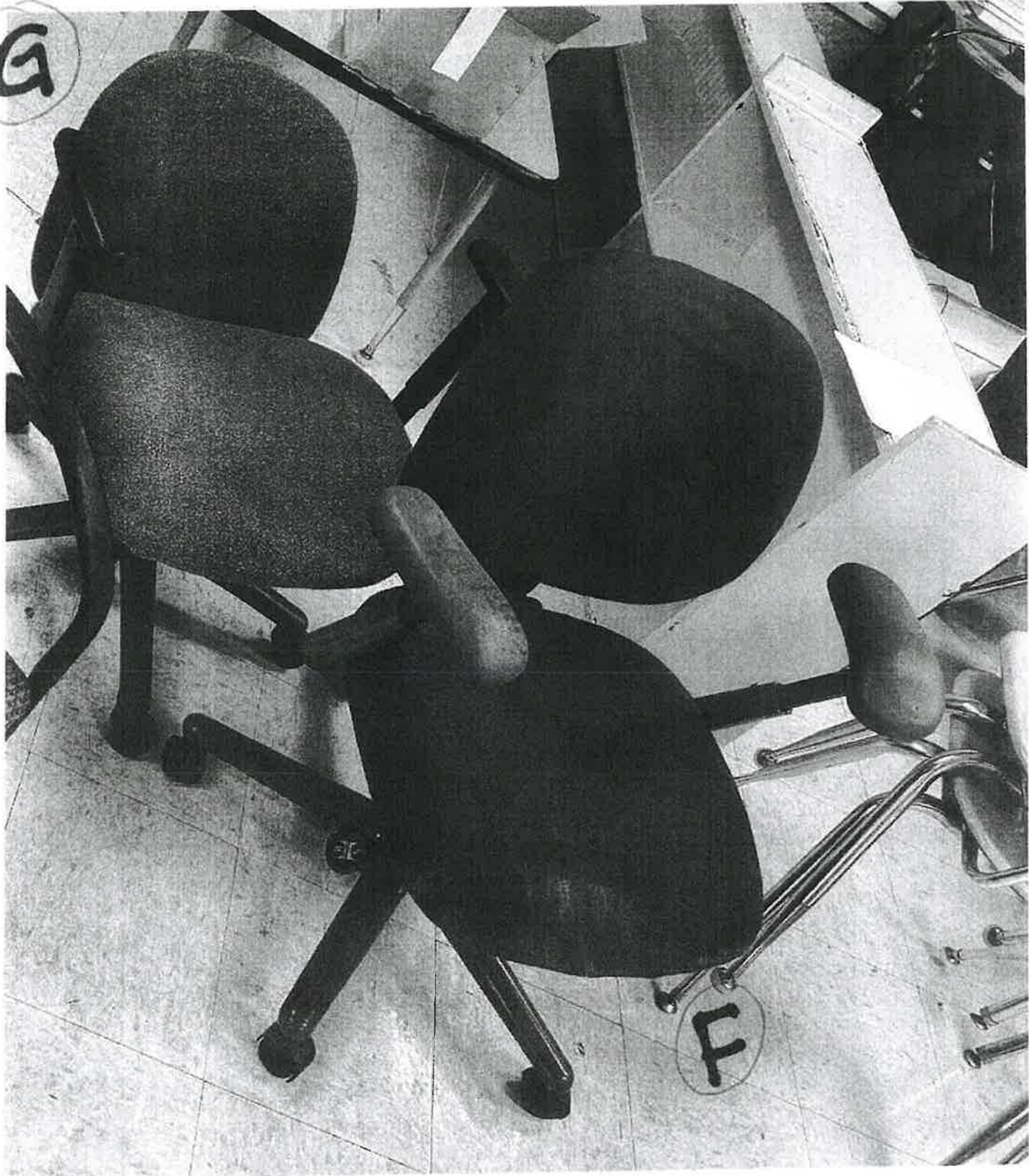


C

D

E

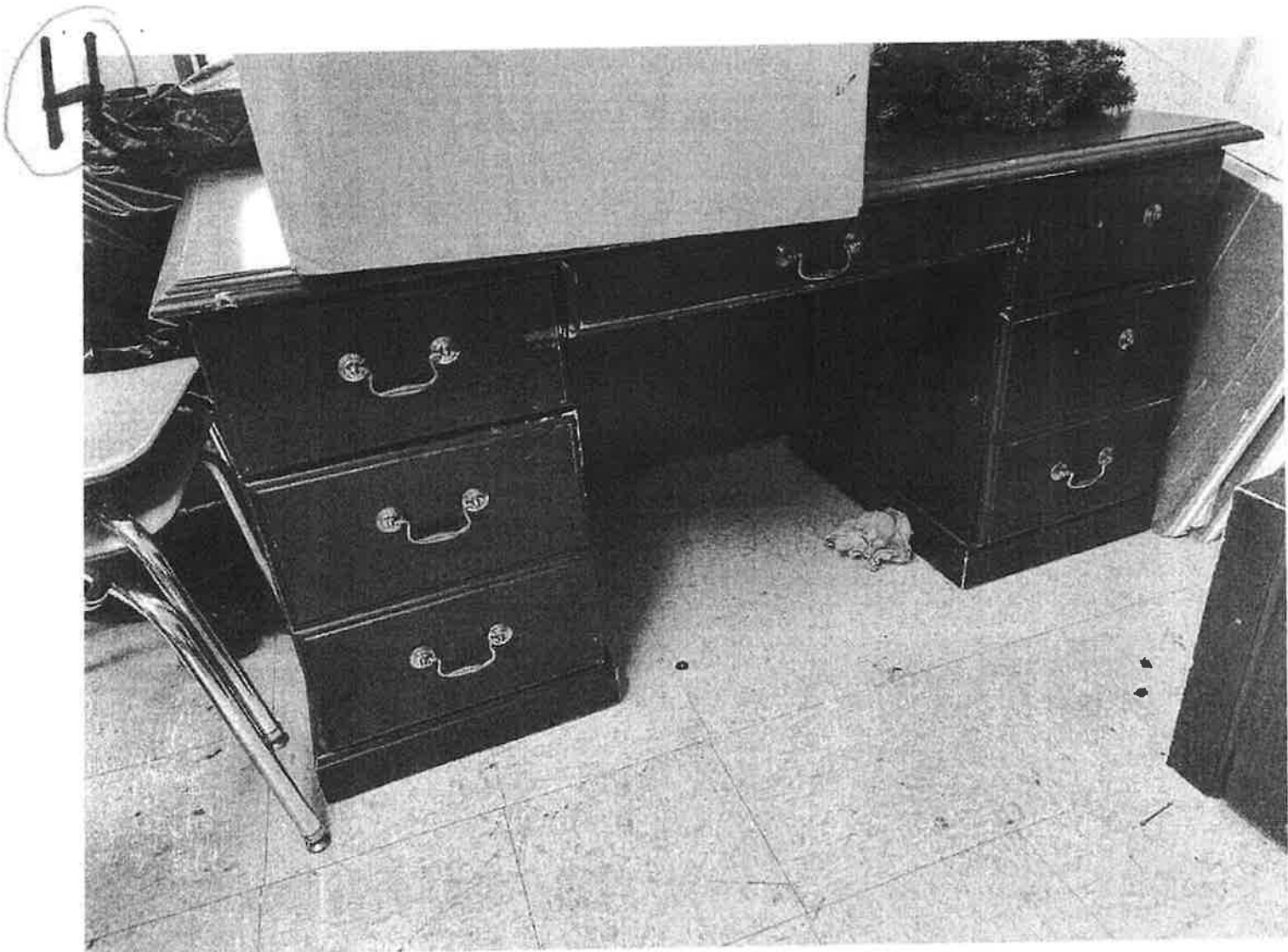
G



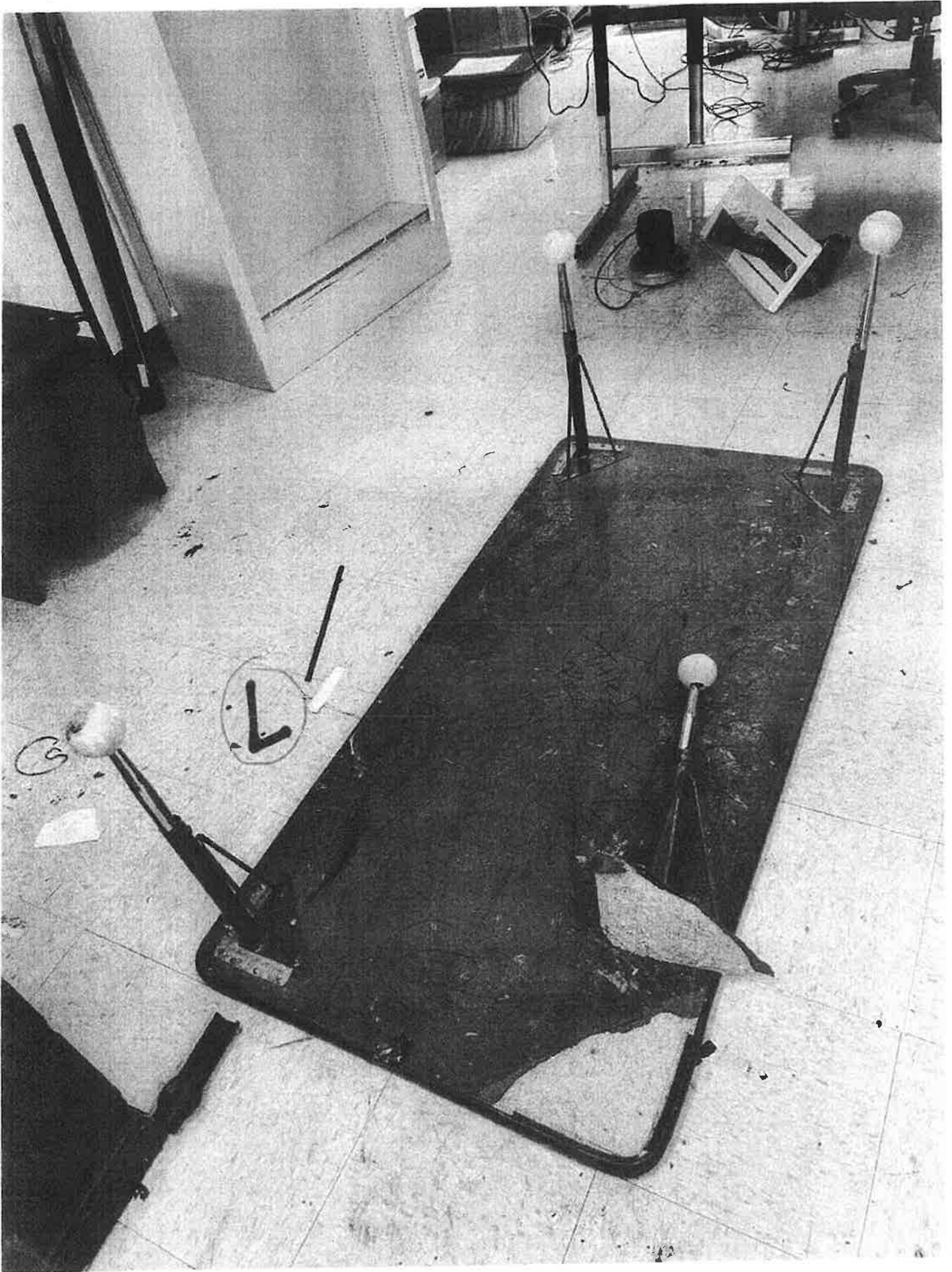
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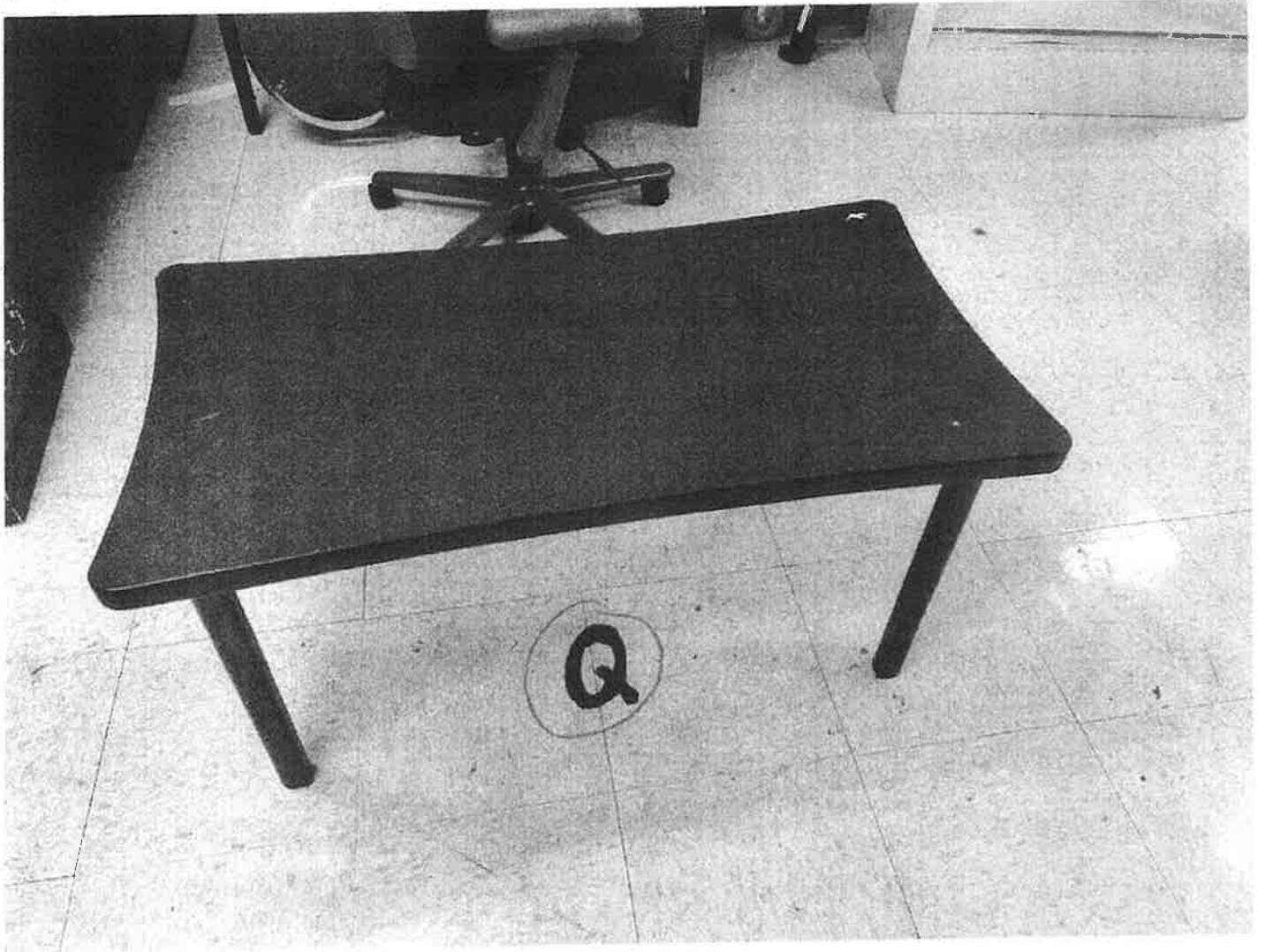




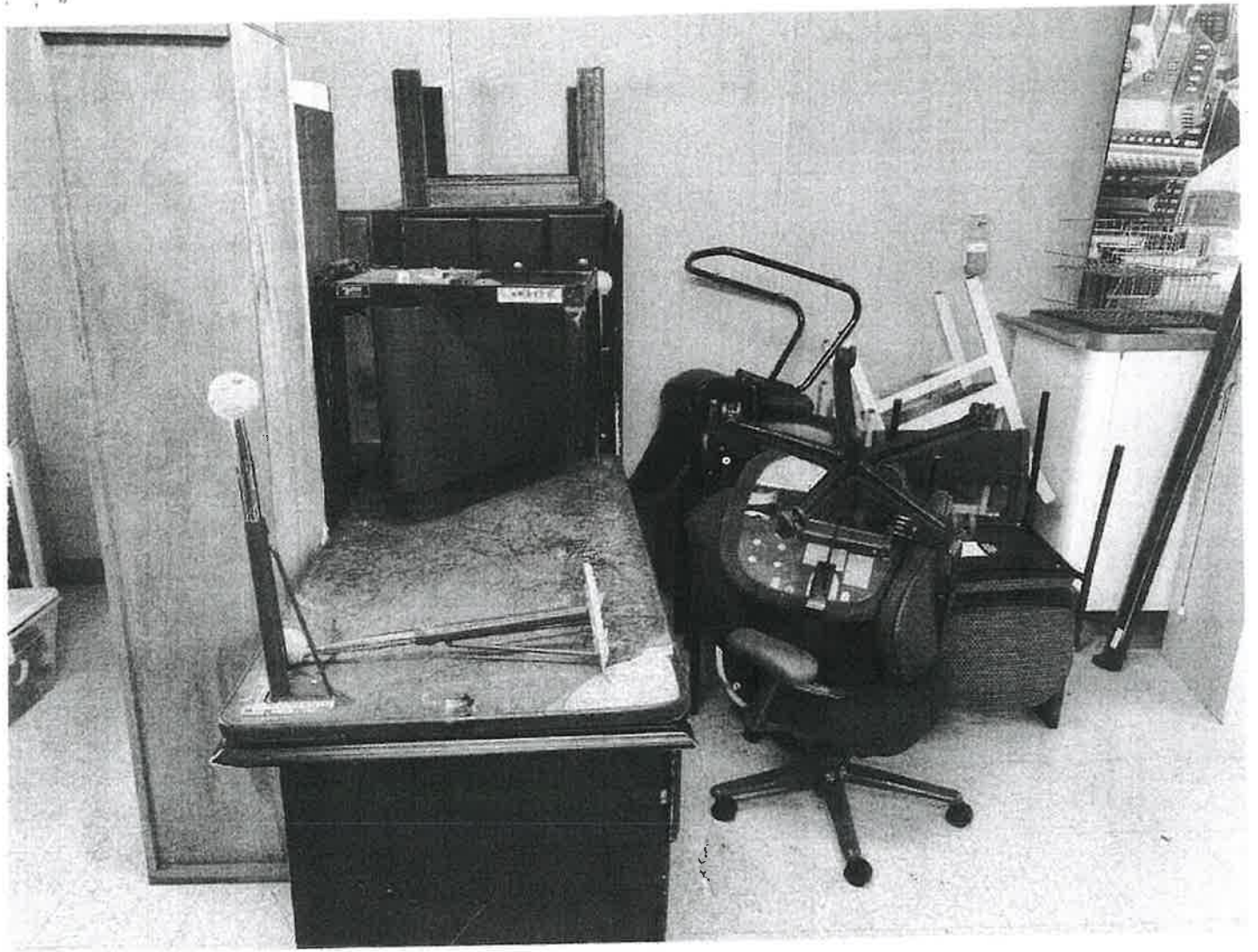


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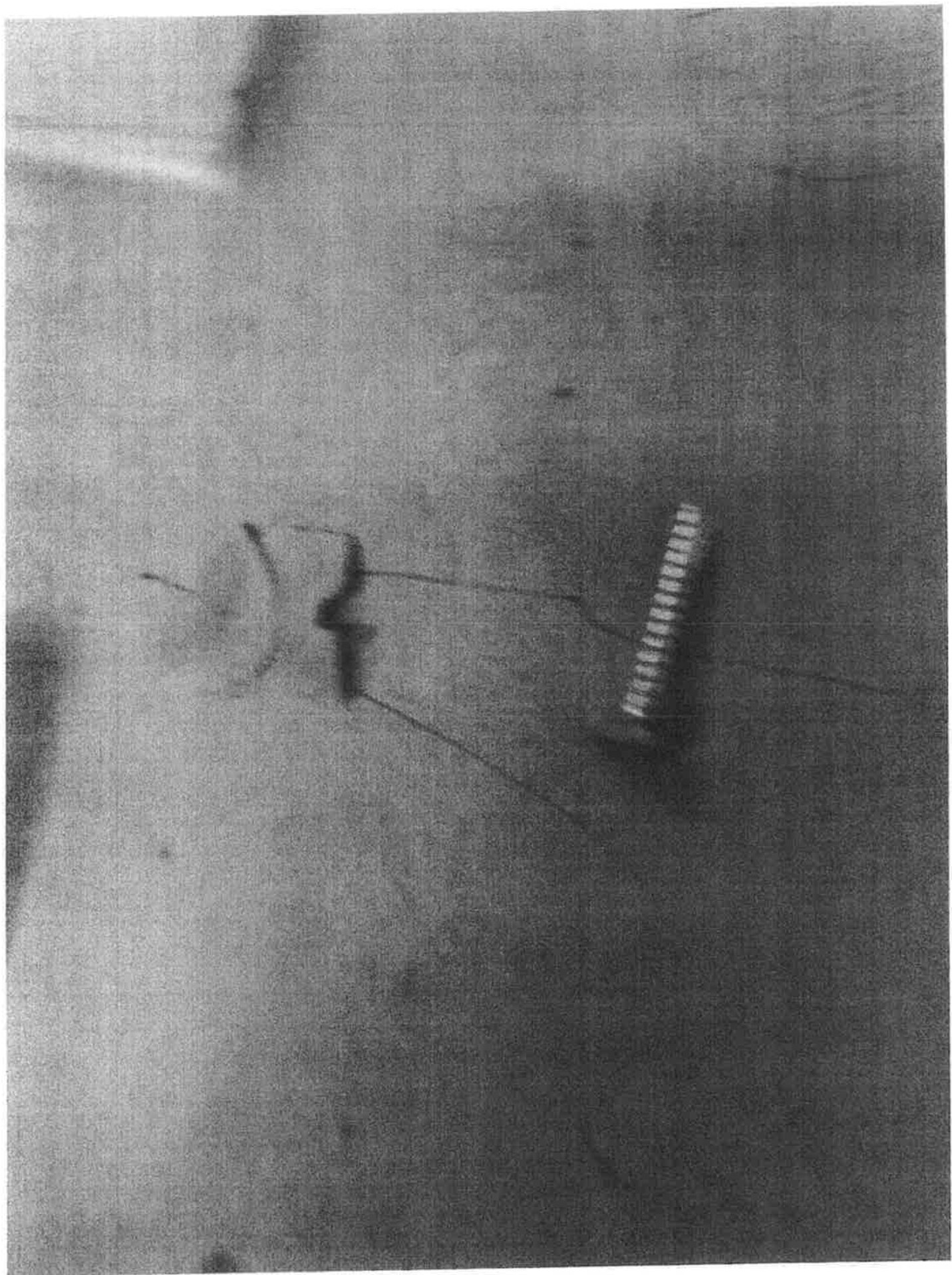


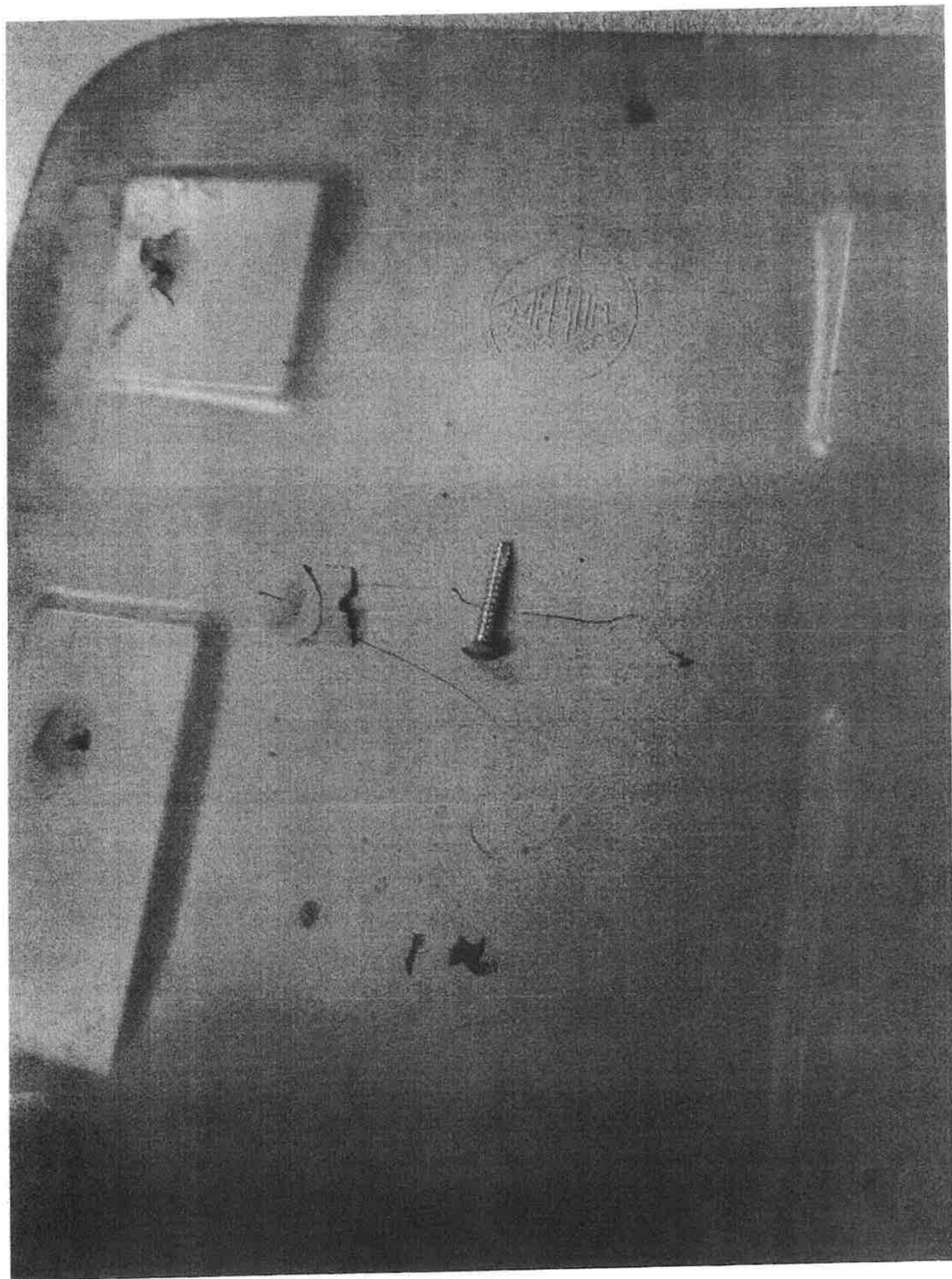
WARNING TO INSTALLERS
DO NOT CONNECT ANY PIPING TO THIS SAFETY RELIEF VALVE.
IT MUST BE FREE TO VENT STEAM AS NEEDED.
ELBOW SHOULD POINT DOWN TOWARD FLOOR.
IMPROPER INSTALLATION WILL VOID WARRANTY!

NSF
INTERNATIONAL

NAT'L BD.
CERTIFIED BY
GROEN/A DOVER IND. CO. - 2
JACKSON, MISSISSIPPI 39212
MAX. W.P. P.S.I. AT °F
MIN. DESIGN METAL TEMP. P.S.I.
°F AT
MODEL 19
SERIAL NO.







Agenda Item Title: 2026-2027 Disciplinary Hearing Authority

Board Meeting Date: May 26, 2026

Department: Student Supports

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Board Policy 6.317 requires the School Board to appoint a Disciplinary Hearing Authority to hear appeals of suspensions, remands, and expulsions.

Policy states the Board shall appoint no more than seven (7) members to the DHA, which shall include three (3) school system administrators and at least two (2) licensed employees. The Director shall appoint a chairman from the members appointed.

Staff Recommendation

Staff is recommending the following individuals to serve on the DHA for the 2026-2027 school year.

1. Ken Rocha, Assistant Superintendent of Student Supports
2. Amanda Adams, Coordinator of Behavioral Supports
3. Angela Fairchild, Director of Special Education (*if the student receives special education services*)
4. Jeremy Lewis, Principal of Bradley Academy
5. Andrea Oakley, Principal of Scales Elementary School
6. Adam Bryson, Principal of Mitchell-Nielson Elementary School

Alternate Administrator if the DHA is hearing the appeal of a student at a school where the principal is a committee member: Sonya Cox, Principal of Erma Siegel Elementary.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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



Student Information System Vendor Task Force

Collective Recommendation

May 26, 2026

Focus Areas and Priorities



KNOWN

Decreasing out of school suspensions by providing training and support around alternate strategies



SAFE

Improve the performance of our custodial staff to ensure buildings are maintained appropriately.



CHALLENGED

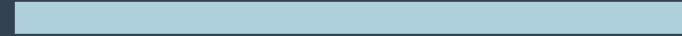
Retention of high performing educators and employees



EMPOWERED

Professional development to increasing teacher capacity to provide high-quality instruction and meet the needs of our growing ESL and SpEd populations

Our Timeline



<i>Create timeline & plan.</i>	<i>Assembly Task Force</i>	<i>Assembly Task Force</i>	<i>Senior Leadership & Department Head presentation & review</i>	<i>Board approval</i>
<i>Vendor demonstrations from TDASC and RUG.</i>	<i>Select vendors</i>	<i>Select vendors</i>		<i>Next Steps: Begin planning for a launch on July 1, 2027</i>
<i>Review preliminary invoices.</i>	<i>Central office teams</i>	<i>Central office teams</i>	<i>Contract and budget review</i>	
	<i>Paused Process</i>	<i>Team Recommendation to Dr. Duke</i>		

** Create & prep taskforce*



“The success of a district is based on its ability to elicit, harness, and focus the vast intellectual capital and goodwill resident in its stakeholders.” -- Unknown

Vendor Task Force

25 participants consisting of General Ed and Special Ed teachers, coaches, attendance secretaries, principals, and central office staff. Each school and major department was represented.

Members participated a full day presentations on February 17, 2026.

Central Office Staff

7 Departments: Student Support Services, Technology, Transportation, Curriculum, Assessment, Special Education, Health

Teams (**12 people**) met with each vendor for 30 minutes in 2024

MCS Staff & Family Feedback:

104 participants

99 Teachers/Staff

2 Principals/APs

3 Parents/Guardians

Email was used to share survey.

Each vendor shared a video highlight reel of their choice.

Initial Feedback

The Task Force reviewed three data pieces

- a. Vendor Task Force Evaluations
- b. Central Office Staff survey
- c. MCS Staff and families survey

All feedback was combined and copied word for word into this summary.

Alpha - Last, First

Class Scale

Student	First Name	Last Name	Grade	Section
[Photo]	[Name]	[Name]	[Grade]	[Section]
[Photo]	[Name]	[Name]	[Grade]	[Section]

Seating Chart

Student

Student Name: [Name], Section: [Section], Grade: [Grade], Primary Disability: [Disability], School: [School]

Home Link

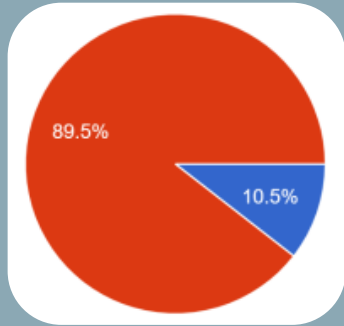


Dashboard with charts and data tables.

Initial Feedback 2024

Vendor Task Force

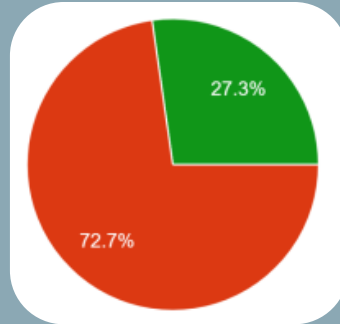
89.5% favored Synergy



Central Office Staff

72.7% favored Synergy

27.3% undecided



MCS Staff & Family Feedback:

It has everything that a school needs to be successful.

Everything is in one place.

The data charts are especially useful, as they provide clear insights that can help guide our decisions and strategies effective.

Communication with parents and translations are seamless.

It is easy to navigate on both teacher and parent side. Visually appealing also!

Initial Feedback from MCS Staff

I like the look of their platform and think that our staff will be able to **navigate easily**.

Robust & comprehensive; feels elaborate & **customizable**

We have all the information we need on one page with an **easy access**.

I love that it will **translate to parents**.

The **ease of access** to vital info (attendance, parent info, behavior) was a major plus. The **visuals** and **reports** were exceptionally **easy to find and create**./ I particularly like the various ways to represent data. The clean, **modern looks** of this platform are very appealing.

Love the **behavior reports**.

Webinars, videos and online course support

The **customer satisfaction rating** and the **span of states served (especially the 26 districts in TN)** **give me a sense of comfort** knowing that there are other school district's who trust Synergy.

Synergy would **make my job a lot more efficient**.

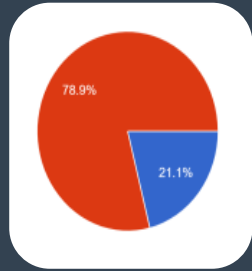
I like **everything being in one location**. This saves so much time and really gives a profile of the student.

I know **MCS is moving in the right direction** with changing/updating our software across the district.

Wow! It will be like going from the original version of Oregon Trail to a new iPhone. **This is life-changing!**

Final Recommendation

2024



78.9% agreed
upon Synergy

4 people or .21.1%



2026



100%
Consensus


Identified Strengths

- We can grow with the product. We must have a strategic implementation approach.
- Easy workflow and notifications to key staff on, for example, ESL, Behavior, and etc.
- Send centralized district messaging more easily.
- Data validation.
- Parents can send in notes and take pictures via the SIS.
- Uploading documents directly to students, including address verification.
- Reunification for safety.
- Available App for users.
- Robust MTSS features.
- Boundary checks.
- Analytics and customized dashboard for all users.
- Substitute teacher access.

Must-Do Recommendations

- Online Registration.
- Lottery would be helpful for school choice and processing the +1,000 zone waivers.
- Analytics.
- MTSS.
- Google Classroom integration.
- We must have a thoughtful implementation of training up front and throughout the school – just in time concept – beginner, intermediate, advanced.

Task Force Member Feedback

 Members were asked to provide feedback on their overall experience.

Rating	Strongly Agreed
Communication of expectations around purpose, tasks and timelines were clear.	100%
My opinion was heard and valued.	100%
The content we covered today was helpful.	100%
Communication leading up to today was useful and informative.	100%
My role in our team is clear.	100%
My role in our team is clear.	100%
My next steps after this meeting are clear.	100%
I am personally invested in our team's collective work.	100%

About our Process:

 "Multiple ways to discuss the products."

"The diversity of the team."

"The discussion from other committee members."

"My voice was heard."

"The team genuinely listened to each other and remained open minded."

"Being able to have a voice, and hear other voices from a variety of positions, to ensure that our district is making changes that positively impact the teachers, students, and parents of district. "

"Coming together from different roles and working together."

"Clear expectations and leadership. Our time was used wisely and so effectively. 100% consensus - WOW!"

Coordinate

- Collaborate with key stakeholders during all phases.
- Refine plans as needed.

Communicate

- Develop a strong communication plan for all MCS employees, and parents and guardians - no reduce any “surprises.” and EVERYONE is prepared and supported.

Plan

- Discuss and prepare a robust implementation and professional development plan.
- Onboard a SIS Administrator starting July 1.



Questions



Agenda Item Title: Student Information System Contract with Edupoint Educational Platform

Board Meeting Date: May 26, 2026

Department: Student Support Services

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

In early 2026, the Tennessee Department of Education approved a new list of Student Information System (SIS) vendors. All current state SIS contracts expire on July 1, 2026. The state-approved vendor contracts are available for a five-year term, and districts may select from five approved options.

Murfreesboro City Schools convened a districtwide task force to review the approved SIS platforms. This process incorporated feedback from stakeholders across departments and schools. The task force reached consensus in recommending Synergy by Edupoint as the district's next SIS platform.

Approval of the contract will allow MCS to begin the transition period with full implementation on July 1, 2027.

Staff Recommendation

Approval of the agreement with Edupoint Educational Platform for the period of July 1, 2026 through June 30, 2031.

Fiscal Impact

2026-27: \$65,840

2027-28: \$205,832

2028-29: 161,582

2029-30: 161,582

2030-31: 161,582

Total: \$756,418

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



Statement of Work (“SOW”) describes software and services to be provided to

Murfreesboro City Schools by Edupoint Educational Systems, LLC (“Company”). This SOW and the “Master Contract” comprise the agreement between District and Company.

PRODUCTS & SERVICES

The following Company Products (modules of the Synergy Educational Platform) are available for licensing by District. The initial number of students enrolled in District is identified below and will be used to calculate the annual Subscription License Fee payable to TDOE. Student counts will be updated annually with counts provided by TDOE.

District Total Enrollment: 8,939

District has indicated below the modules selected for licensing:

Synergy Subscription License <u>Base Modules</u>	District Selected Modules
Synergy Student Information System (PreK-12) includes: <ul style="list-style-type: none"> • Synergy SIS • TN State Reporting • ParentVUE/StudentVUE Portals • Mobile Apps/Streams • Online Registration • TeacherVUE Gradebook 	Yes
Cloud Hosting	Yes
Synergy Optional Hosting	District Selected Hosting
Premium Cloud Hosting	
Premium Plus Cloud Hosting	
Additional Environments	
Additional Terabytes	1
3 rd Party Connections	10
Weekly Back-up Data Sets	
Synergy Subscription License <u>Optional Modules</u>	District Selected Modules
Master Schedule Builder	
Assessment	
MTSS	Yes
Synergy LMS	
Analytics	Yes



Special Education	
Athletic and Program Registration	
Waitlist/Lottery	Yes
Third-Party Data Warehouse/Analytics Integration	
OneRoster Integration	
Distance Learning Portal	
3rd Party Solutions	
Desmos Calculator for Assessment	
Inspect+ Item Bank	
Certica Item Bank (4 Subject)	
GradeCam	

Premium Conference Support Plans allows the district to send the specified number of representatives to attend Company Synergy Connect Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by the company.

Synergy Premium Conference Support Plans	District Selected Option
Copper Plan (1 Attendee)	
Bronze Plan (2 Attendees)	Yes
Silver Plan (3 Attendees)	
Gold Plan (4 Attendees)	
Platinum Plan (5 Attendees)	
Platinum Plus Plan (10 Attendees)	

District will receive the following implementation services:

Base Implementation	Remote
TN Base Implementation	X

Additional Professional Services by Staff	Onsite or Remote	Number Included
Executives		
Senior Technical Experts		
Project Manager	Remote	7
Technical Experts	Remote	10
Subject Matter Expert	Remote	30
Developer	Remote	10.5
Data Conversion Specialist	Remote	12
Product Specialist	Remote	27
Trainers	Remote	5
Total Service Days		102



FEES AND PAYMENT SCHEDULE

Murfreesboro City Schools, TN - BASE Synergy SIS, Wait List Lottery, Analytics, MTSS, Plus 25 Add'l Training Days

Tennessee V25K13

Synergy® Student Educational Platform	SUBSCRIPTION	SUBSCRIPTION
The following Edupoint Proprietary Products and associated documentation are licensed to Licensee pursuant to this Agreement: (Professional Services spread over 2 years)	July 1, 2026 Thru June 30, 2027	July 1, 2027 Thru June 30, 2028
Synergy® Student Information System		
TN Bundle: Student Information		\$58,997
Bundle: State Reporting for Tennessee (Included)		
Bundle: ParentVUE, StudentVUE, & Streams (Included)		
Bundle: Online Student Registration (Included)		
Wait-List / Lottery (Included)		\$11,766
Athletics (Not in Bid)		
Master Schedule Builder (Not in Bid)		
EL WIDA (Not in Bid)		
Synergy® Learning Management System (LMS)		
Bundle: TeacherVUE with Gradebook (Included)		
LMS (Not in Bid)		
Assessment (Not in Bid)		
MTSS (Included)		\$24,403
One Roster Integrations (Not in Bid)		
Synergy® Analytics		
Analytics (Included)		\$35,036
Synergy® Special Education		
Student Special Ed (Not in Bid)		
Synergy® Tools		
Data Warehouse Integration (Not in Bid)		
Communication Integration (Not in Bid)		
Video Conference Integration (Not in Bid)		
ST Tool Set (Object) & Appl Src Code (Not in Bid)		
Distance Learning for Synergy		
Distance Learning / Training Portal (Not in Bid)		
Sub-Total Synergy® Subscription License:	\$0	\$130,202
3rd Party Subscription Software		
- Item Banks	Year 1	Year 2
- GradeCam (Not in Bid)		
- Desmos (Not in Bid)		
Sub-Total 3rd Party Subscription License:	\$0	\$0
Hosting		
	Prorated 182.5 Days	
	Year 1	Year 2
Cloud Hosted by Edupoint 1 Add'l Terabytes 3rd Party Connections (10)	\$12,690	\$25,380
Premium Annual Services		
- Server Administration (Included)	Year 1	Year 2
- Backup and Disaster Recovery (Included)		
- Systems Review (Included)		
- Release Management/Software Update (Included)		
Additional Annual Services		
- Service Level Agreement (SLA) not selected		
- 0 Systems Engineering Serv Bundle Days the first year		
- 0 Professional Service Bundle Days the first year		
- Synergy Connect Plan (2 - Bronze) for 2 Staff	\$6,000	\$6,000
Sub-Total Premium Annual Services:	\$6,000	\$6,000

Agenda Item Title: Murfreesboro Pure Milk for Fluid Milk and Ice Cream Purchases Extension of Agreement with for FY27

Board Meeting Date: May 26, 2026

Department: Nutrition

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The School Nutrition Program requests approval to renew the existing milk/dairy and ice cream contracts with Murfreesboro Pure Milk Co. for the 2026-2027 school year pursuant to the renewal provisions contained in the original contracts executed on June 20, 2023. The proposed renewals represent the fourth allowable one-year renewal term under the original solicitation and comply with applicable federal procurement regulations, including 7 CFR § 210.21 and 2 CFR Part 200. The vendor has requested adjusted pricing for the upcoming contract year due to increased production and delivery costs. Updated pricing schedules for both milk/dairy and ice cream products have been incorporated into the renewal agreements. All other material terms and conditions of the original contracts remain unchanged.

Staff Recommendation

Approve Extension of Agreement with Murfreesboro Pure Milk for Fluid Milk and Ice Cream Purchases for FY27

Fiscal Impact

Expenditures will be paid from the School Nutrition Fund in accordance with the approved contract pricing schedules for FY2027. In FY2026, to date, MCS paid \$535,201.89 for fluid milk and \$50,892.70 for ice cream.

Connection to MCS's Five-Year Strategic Plan

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



**SCHOOL NUTRITION PROGRAM
RENEWAL OF CONTRACT FOR
ICE CREAM
SCHOOL YEAR 2026-2027**

This Renewal Agreement (“Renewal”) is entered into by and between the Murfreeboro City Schools School Nutrition Program (“SFA”) and Murfreeboro Pure Milk Co. (“Vendor”) for the renewal of the contract for ice cream products originally executed on June 20, 2023 (“Original Contract”).

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

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

A. DEFINITIONS

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

A. RENEWAL OF CONTRACT

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

B. ADJUSTMENTS TO CONTRACT

- a. **ORIGINAL TERMS.** SFA and Vendor agree to the terms of the original Contract for Ice Cream Products, subject to the adjustments herein, for the term of the contract renewal.
- b. **FINANCIAL TERMS.** SFA will pay the cost-plus fixed fee product prices specified in the original contract, as adjusted here. Vendor will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed product prices. The fixed product prices may be increased by mutual agreement of the parties, however the percentage increases may not exceed the percentage increase in the cost of Food Away

from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Southeast Region, for the 12-month period ending in December 2025.

- c. The pricing sheet titled *Murfreesboro City Schools Ice Cream Roll Proposal 2026-2027* is incorporated into this Renewal Agreement by reference as an exhibit and reflects the approved pricing adjustments applicable to the 2026-2027 contract term. Except as specifically reflected in the attached exhibit and as otherwise permitted under the escalation provisions contained herein, all other pricing and terms of the Original Contract shall remain unchanged.
- d. The parties acknowledge that this Renewal Agreement is within the scope of the Original Contract and solicitation and does not constitute a material change requiring a new procurement.

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

D. VENDOR CERTIFICATION STATEMENTS. The following certifications are attached to this renewal as exhibits:

- a. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- b. Certification Regarding Lobbying
- c. Certification Regarding Civil Rights Compliance
- d. Disclosure of Lobbying Activities

SIGNATURES

SCHOOL FOOD AUTHORITY

VENDOR

Bobby N. Duke, III, Director of Schools

Name: _____

Title: _____

Date : _____

Date: _____

Approved as to form:

Lauren Bush, Assistant City Attorney



SCHOOL NUTRITION PROGRAM RENEWAL OF CONTRACT FOR MILK AND DAIRY SCHOOL YEAR 2026-2027

This Renewal Agreement (“Renewal”) is entered into by and between the Murfreeboro City Schools School Nutrition Program (“SFA”) and Murfreeboro Pure Milk Co. (“Vendor”) for the renewal of the contract for milk and dairy products originally executed on June 20, 2023 (“Original Contract”).

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

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

A. DEFINITIONS

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

A. RENEWAL OF CONTRACT

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

B. ADJUSTMENTS TO CONTRACT

- a. **ORIGINAL TERMS.** SFA and Vendor agree to the terms of the original Contract for Milk/Dairy Products, subjects to the adjustments herein, for the term of the contract renewal.
- b. **FINANCIAL TERMS.** Pricing for fluid milk half-pint products may escalate or de-escalate pursuant to changes in the *Dairy Farmers of America Southeast Council* monthly report on the Class I Skim Price per cwt., directly related to the Federal Milk Order announcement for the Southeast, F.O. 7. Prices for milk delivered may be escalated or de-escalated at the rate of \$0.001 per half pint for each \$0.15 increase or

decrease in the applicable index. Any increases or decreases in pricing must be communicated to the SFA in writing as soon as practicable after the information becomes available. With each monthly invoice submitted to the SFA, Vendor shall submit a copy of the calculations used to determine the adjusted monthly price and a copy of the applicable DFA monthly report. Only fluid milk half-pint products are subject to escalation or de-escalation under this provision.

- c. The pricing sheet titled *Murfreesboro City Schools Milk Roll Proposal 2026-2027* is incorporated into this Renewal Agreement by reference as an exhibit and reflects the approved pricing adjustments applicable to the 2026-2027 contract term. Except as specifically reflected in the attached exhibit and as otherwise permitted under the escalation provisions contained herein, all other pricing and terms of the Original Contract shall remain unchanged.
- d. The parties acknowledge that this Renewal Agreement is within the scope of the Original Contract and solicitation and does not constitute a material change requiring a new procurement.

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

D. VENDOR CERTIFICATION STATEMENTS. The following certifications are attached to this renewal as exhibits:

- a. A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- b. Certification Regarding Lobbying
- c. Certification Regarding Civil Rights Compliance
- d. Disclosure of Lobbying Activities

SIGNATURES

SCHOOL FOOD AUTHORITY

VENDOR

Bobby N. Duke, III, Director of Schools

Name: _____

Title: _____

Date : _____

Date: _____

Approved as to form:

Lauren Bush, Assistant City Attorney

Price Listing

Murfreesboro City Schools (#74)

EFFECTIVE DATE: 07/01/2026

REGULAR SCHEDULE

COST WAREHOUSE: 1-MPM FREEZER - ORGANIZED BY CATEGORY

ITEM NUMBER	ITEM DESCRIPTION	UNIT CODE	UPC	PACK SIZE DV	25-26 Case PRICE	25-26 Eaches PRICE
MAYFIELD BULK NOVELTIES (150)						
670131	Mayfield 72pk LF Vanilla Cup		7524330553	72	39.6000	0.5500
670137	Mayfield 72pk LF Chocolate Cup		7524330546	72	39.6000	0.5500
670138	Mayfield 72pk LF Strawberry Cup		7524330545	72	39.6000	0.5500
670139	Mayfield 72pk Orange Sher Cup		7524330542	72	39.6000	0.5500
673370	Mayfield 72pk Fudge Bar		7524330412	72	36.0000	0.5000
673371	Mayfield 72pk Orange Cream Bar		7524330521	72	36.0000	0.5000
673393	Mayfield 96pk LF Sandwich		7524330549	96	48.0000	0.5000
RICHS BULK NOVELTIES (148)						
630638	Rich 24pk Crumble Cook Cone		7545542200	24	16.8000	0.7000
630640	Rich 24pk Birthday Cake Cone		7545542400	24	16.8000	0.7000
630644	Rich 24pk Sour Cyclone Cup		7545540140	24	16.8000	0.7000
670632	Rich 96pk Polar Pole Cherry		7545542570	96	62.4000	0.6500
670634	Rich 96pk Cotton Candy Bar		7545586260	96	52.8000	0.5500
670635	Rich 96pk Sour Cherry Bar		7545586266	96	52.8000	0.5500
670636	Rich 96pk Sour Blue Rasp Bar		7545586265	96	52.8000	0.5500
670637	Rich 96pk Straw Shortcake Bar		7545585050	96	57.6000	0.6000
670643	Rich 96pk Crumbled Cookie Bar		7545585200	96	62.4000	0.6500
670648	Rich 96pk Choc Crunch Cake Bar		7545585000	96	57.6000	0.6000
670650	Rich 96pk Cook & Cream Sand		7545544100	96	57.6000	0.6000

26-27 Case	26-27 Eaches
PRICE	PRICE
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
17.2800	0.7200
17.2800	0.7200
17.2800	0.7200
64.3200	0.6700
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
NO CHANGE	NO CHANGE
57.6000	0.6200
NO CHANGE	NO CHANGE
57.6000	0.6200
57.6000	0.6200

Price Listing

Murfreesboro City Scho

EFFECTIVE DATE: 07/01/2026

REGULAR SCHEDU

COST WAREHOUSE: 1-MPM FREEZER - ORGANIZED BY CATEGORY

ITEM NUMBER	ITEM DESCRIPTION	UNIT CODE	UPC	PACK SIZE	JV
PURITY MILK (1)					
906	Purity HP Skim Milk		4190007714	1	
910	TruMoo HP 1% Choc		4190007283	1	
913	Purity HP 1% Milk		4190007777	1	
923	TruMoo HP Strawberry		4190007294	1	
925	TruMoo HP Ltd Edition			1	

ols (#74)

MURFREESBORO PURE MILK CO

JLE

ADDED TO	
JULY 1st PRICE ANNOUNCEMENT	
	0.01
	0.01
	0.01
	0.01
	0.01



April 2026

Dear Murfreesboro Pure Milk School System Partner,

We would like to “Roll / Extend” our current Ice Cream and Milk contract into the new 2026/2027 School Year. Although we work diligently to control ever rising costs through stringent procurement practices and production and delivery efficiencies, we unfortunately have seen rises in costs over the last several months that are more that we can absorb.

Given our current environment, we are requesting your consideration to extend our current contract into the 2026/2027 school year with adjusted pricing that we have discussed. Please consider this letter as formal acceptance from Murfreesboro Pure Milk to renew the current Ice Cream and Milk bid agreements through the 2026/2027 school year (with increase).

Thank you for your consideration and understanding of this request. The business and relationship you allow us to have with you and your school system is very important to us and much appreciated.

Michael Jeans

Sales Manager

Murfreesboro Pure Milk Co.

Distributors For Purity Dairies (931) 625-2184 Cell

michael.jeans@mpmci.com

Agenda Item Title: Purchase of Avigilon 24C Cameras

Board Meeting Date: May 26, 2026

Department: Technology

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The Technology Department requests approval to purchase twenty-five (25) Avigilon H5A multisensor cameras, associated wall mounts, Unity Enterprise camera channel licenses, and one-year Smart Plan support from Central Technologies, Inc. in the amount of \$65,118.75 through the TIPS-USA cooperative purchasing contract #240101. These cameras will support ongoing district safety and security enhancements by improving surveillance coverage and monitoring capabilities across district facilities. These cameras will be used to increase coverage on exteriors of Black Fox, Bradley, Cason Lane, Discovery, Erma Siegel, Hobgood, John Pittard, Northfield and Reeves Rogers.

Staff Recommendation

Approval of the purchase from Central Technologies, Inc. in the amount of \$65,118.75 through the TIPS-USA cooperative purchasing contract

Fiscal Impact

The total cost of the purchase is \$65,118.75 and will be paid from General Purpose funds.

Connection to MCS's Five-Year Strategic Plan

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

TIPS VENDOR AGREEMENT

TIPS RFP 240101 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Central Knox dba Central Technologies Inc

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE

FORM TIPS RFP 240101 Technology Solutions, Products, and Services

Vendor Name: Central Knox dba Central Technologies Inc

Vendor Address: 6101 Industrial Heights Dr NW

City: Knoxville State: TN Zip Code: 37909

Vendor Authorized Signatory Name: Todd Troxler

Vendor Authorized Signatory Title: VP of Sales

Vendor Authorized Signatory Phone: 214-734-9780

Vendor Authorized Signatory Email: todd@centralinc.com

Vendor Authorized Signature: *Todd Troxler* Date: 2/14/2024

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: *David Wayne Fitts* Date: 5/14/2024



240101

**Central Technologies Inc
Central Knox
Supplier Response**

Event Information

Number: 240101

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/4/2024

Deadline: 2/16/2024 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION.

IF YOU HOLD AN EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE

TERMINATED AND REPLACED BY THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Central Technologies Inc Information

Address: 6101 Industrial Heights Dr NW
Knoxville, TN 37909
Phone: (865) 566-0230
Fax: (865) 312-8190
Toll Free: (800) 315-4132
Web Address: www.centralinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Todd Troxler
Signature

todd@centralinc.com
Email

Submitted at 2/14/2024 08:55:06 AM (CT)

Requested Attachments

Alternate or Supplemental Pricing Documents

~~Central Tech Price List TIPS
240101.pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only)

23Centrallnc_Linked-
In_Company_Header.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Required Confidentiality Claim Form

240101 Required Confidentiality
Claim Form-signed.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

240101 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Current Form W-9

2024 Central Technologies W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement Signature Form

240101 Vendor Agreement Signature Form-signed.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 1

240101 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form

240101 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Pricing Form 2

240101 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

No response

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Technology solutions value-added reseller and installer of all things technology.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Todd Troxler

7 Primary Contact Title

Primary Contact Title

VP of Sales

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

todd@centralinc.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2147349780

10	Primary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8653128190"/>
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11	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="2147349780"/>
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12	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Debbie Troxler"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Inside Sales Manager"/>
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14	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="debbie@centralinc.com"/>
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15	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="8655660230"/>
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16	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8653128190"/>
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17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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18	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Ginger Butcher"/>
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19	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="ginger@centralinc.com"/>
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20	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8655660230"/>
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21	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Todd Troxler"/>
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22	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="todd@centralinc.com"/>
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23	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="2147349780"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.centralinc.com"/>
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25	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="Central Knox Inc"/>
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26	Primary Address Primary Address <input type="text" value="6101 Industrial Heights Dr NW"/>
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27	Primary Address City Primary Address City <input type="text" value="Knoxville"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TN"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="37919"/>
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30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

technology, devices, laptops, chromebooks, computers, servers, televisions, interactive, flat panels, boxlight, avigilon, HPE, Dell, Acer, Asus, Lenovo, surveillance, cameras, audio enhancement, teachlogic, classroom audio, wireless, wlan, lan, aruba, extreme, firewall, network, networking, palo alto, fortinet, sonicwall, knowbe4, cortex, malwarebytes, end point, zspace, triplite, APC, battery backup, access control, verkada, anywhere cart, barracuda, check point, CEF, centegix, emergency response, contentkeeper, linewize, securly, filtering, decept10, scinary, epson, gaggle, filewave, hovercam, goguardian, loop, padcaster, samsung, sonos, screenbeam, intercom, threesixty, galaxy, ubiquiti, veeam, viewsonic, vmware, valcom, halo, vape, crisis alert

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Knoxville

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

TN

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

12

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

**3
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**3
8** Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4
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EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4
1 **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
3 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 Non-Collusive Bidding Certificate

4 This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

4 Antitrust Certification Statements (Tex. Government Code § 2155.005)

5 This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

6 This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4
7

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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8

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

4
9

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

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Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

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1

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

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2

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees

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3

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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4

Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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8

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5
9

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

6
5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

6 **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

8 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

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7 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

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8 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

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9 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240101 Technology Solutions, Products, and Services	Central Knox dba Central Technologies Inc
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniversity.edu	800-111- 2222
Milan Special School District	Craig Rogers	rogersc@milanssd.org	731-686-0844
McMinn County Schools	Darren McCracken	dmccracken@mcmminnschools.com	423-745-1612
Sevier County Schools	Buster Flynn	busterflynn@sevier.org	865-453-4671

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Central Knox dba Central Technologies Inc

Vendor Authorized Signatory Name: Todd Troxler

Vendor Authorized Signatory Title: VP of Sales

Vendor Authorized Signatory Email: todd@centralinc.com

Vendor Address: 6101 Industrial Heights Dr NW

City: Knoxville State: TN Zip Code: 37909

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Todd Troxler Digitally signed by Todd Troxler
Date: 2024.02.14 08:26:52 -06'00'



We have prepared a quote for you

Avigilon - 24C cameras

Quote # 032479
Version 1

Prepared for:

Murfreesboro City Schools

April Zavis
april.zavis@cityschools.net



Products

Description	Price	Qty	Ext. Price
24C-H5A-3MH-DP1 3x8MP H5A Multisensor with H5AMH-AD-PEND1 pendant adaptor and H5AMH-DO-COVR1	\$2,276.31	25	\$56,907.75
WLMT-1001 Wall Mount for large pendant camera	\$87.90	25	\$2,197.50
UNITY8-ENT Unity Enterprise camera channel	\$218.39	25	\$5,459.75
UNITY-ENT-SMART-1YR Unity Enterprise Smart Plan; 1 year	\$22.15	25	\$553.75

Subtotal: \$65,118.75

Purchasing Vehicle

Description	Qty
TIPS-USA CONTRACT - 240101 TIPS-USA CONTRACT - 240101 - Technology Solutions	1



Avigilon - 24C cameras

Prepared by:

Knoxville HQ

Jordan Walker
843-425-2265
jwalker@centralinc.com

Prepared for:

Murfreesboro City Schools

2552 South Church Street
Murfreesboro, TN 37127
April Zavis
(615) 893-2313
april.zavis@cityschools.net

Quote Information:


Quote #: 032479

Version: 1
Delivery Date: 05/02/2026
Expiration Date: 07/31/2026

Quote Summary

Description	Amount
Products	\$65,118.75
Total: \$65,118.75	

Knoxville HQ

Signature: 
Name: Jordan Walker
Title: Senior Account Manager
Date: 05/02/2026

Murfreesboro City Schools

Signature: _____
Name: April Zavis
Date: _____

Agenda Item Title: Concrete Pad Installation at Erma Siegel Elementary School and Black Fox Elementary School

Board Meeting Date: May 26, 2026

Department: Operations

Presented by: Dr. 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 agreement with Elite Grading & Excavation LLC for concrete pad installation services for basketball court pads at Black Fox Elementary and Erma Siegel Elementary. The project includes site preparation, compacted gravel base installation, and concrete pads designed for basketball court use. The total project cost is \$19,365.00.

Staff Recommendation

Approve the agreement with Elite Grading & Excavation LLC for concrete pad installation services at Black Fox Elementary and Erma Siegel Elementary.

Fiscal Impact

The total project cost is \$19,365.00, consisting of \$9,365.00 for Black Fox Elementary and \$10,000.00 for Erma Siegel Elementary. Each school will pay for its portion of the project through PTO funds.

Connection to MCS's Five-Year Strategic Plan

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

AGREEMENT FOR CONCRETE PAD INSTALLATION SERVICES

This Agreement is entered into and effective as of May 26, 2026 (the “Effective Date”) by and between Murfreesboro City Schools, a municipal school district within the State of Tennessee (the "District"), and Elite Grading & Excavation LLC, a limited liability company of the State of Tennessee (“Contractor”).

This Agreement consists of the following documents:

- This document;
- Exhibits A and B; and,
- Any properly executed amendments to this Agreement.

1. Duties and Responsibilities of Contractor.

- a. Scope of Work. Contractor is engaged by the District to provide the equipment, machinery, material, and other items (“Goods”) to perform the installation services (“Services”) as described in the attached *Exhibit B, Scope of Work*.
- b. Supervision and Superintendence of Work.
 1. Contractor will supervise and direct the work efficiently and with Contractor’s best skill and attention. Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor will be responsible to see that the finished work complies accurately with the Contract documents.
 2. Contractor will keep on the work site at all times during work progress a competent resident superintendent. The superintendent will be Contractor’s representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- c. Labor, Materials, and Equipment.
 1. Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, and all other incidentals necessary for the execution, testing, initial operation, and completion of the work.
 2. Contractor will perform the Services using personnel with the requisite skill, experience, and qualifications to complete the tasks set forth in the Scope of Work efficiently and in a professional and skillful manner in accordance with generally accepted industry standards for similar services. The Contractor will at all times maintain good discipline and order at the site.
- d. All materials identified in the Scope of Work will be new, except as otherwise provided in the Contract documents. If required by the District, Contractor will furnish satisfactory evidence as to the kind and quality of materials and equipment.
- e. All materials identified in the Scope of Work shall be furnished, installed, applied, used, cleaned, and conditioned in accordance with applicable manufacturer or supplier instructions, generally accepted industry standards, and the Contract documents.

f. Warranty and Guarantee.

1. Contractor warrants that the materials and work provided pursuant to this Agreement will conform to the specifications set forth in the Scope of Work; that title to materials incorporated into the work will pass to the District free and clear of all liens, claims, security interests, or other encumbrances no later than the time of the District's payment; and that the materials do not infringe or misappropriate any third party's patent or other intellectual property rights.
2. With respect to any materials furnished by Contractor pursuant to this Agreement, Contractor hereby assigns to the District the Contractor's right, title, benefit, and interest in and to any manufacturer or supplier warranty associated with such materials, including the Contractor's right to receive the benefits of and to make claim under any such warranty.
3. The Contractor warrants that the Services will be performed in accordance with generally accepted industry standards and warrants the workmanship against defects for twelve (12) months from the date of completion or the longest warranty period offered by Contractor to its customers for such work, whichever is longer.
4. The Contractor agrees that all warranties in the Contract documents shall survive acceptance of, completion of, and payment for the work, whether any defects shall be latent or patent, and agrees to indemnify and hold the District harmless from any loss, damage, or other expense, including attorneys' fees, that the District may suffer as a result of the failure of the materials or workmanship to be as warranted.
5. The warranties set forth in this section are cumulative and shall not exclude or affect the operation of any other warranty or guaranty provided by law or any greater warranty included in Contractor's Proposal.
6. The Contractor agrees to correct any defect in the materials or workmanship that may develop during the period of such warranties at no cost to the District and to the satisfaction of the District. Upon receipt of notice from District of noncompliance with any warranty set forth in this section or any other warranty provided by law or equity, Contractor shall, at its own cost and expense, within fifteen (15) days: (i) replace or repair the defective or nonconforming materials and pay for all related expenses; and/or (ii) correct or re-perform the applicable work.

g. Subcontractors.

1. Contractor will not employ any subcontractor to perform any of the work required under the Contract documents without first obtaining the written approval of the District's designated representative to employ the subcontractor.
2. Contractor will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract documents shall create any contractual relationships between any subcontractor and the District or any obligation on the part of the District to pay or to see to the payment of any moneys due any subcontractor, except as may otherwise be required by law. The District may furnish to any subcontractor, to the extent

practicable, evidence of amounts paid to Contractor on account of specific work done in accordance with the schedule of values.

3. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the District.
 4. All work performed for Contractor by a subcontractor shall be pursuant to an appropriate written agreement between Contractor and the subcontractor.
- h. Use of Premises.

1. Contractor will confine Contractor's equipment, the storage of materials and equipment and the operations of Contractor's workers to areas permitted by law, ordinances, permits, or the requirements of the Contract documents, and shall not unreasonably encumber the premises with materials or equipment.
 2. Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will Contractor subject any part of the work to stresses or pressures that will endanger it.
- i. Safety and Protection.

1. Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
 - a. All employees on the work and other persons who may be affected thereby,
 - b. All the work and all materials or equipment to be incorporated there, whether in storage on or off the site, and
 - c. Other property at the site or adjacent property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. Contractor will notify the District of adjacent utilities when prosecution of the work may affect them. All damage, injury, or loss to any property referred to in subparagraph (2) or (3) of this section caused directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by Contractor; except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the District or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor.

2. Contractor will designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be

Contractor's superintendent unless otherwise designated in writing by Contractor to the District.

- j. Emergencies. In emergencies affecting the safety of persons or the work or property at the site or adjacent property, Contractor, without special instruction or authorization from the District, is obligated to act, at Contractor's discretion, to prevent threatened damage, injury or loss.
 - k. Cleaning Up. Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work Contractor will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the District. Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract documents.
 - l. Access to the Work. Representatives of the District will at all times have access to the work. Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing by others.
 - m. Contractor's Continuing Obligation. Contractor's obligation to perform the work and complete the Project in accordance with the Contract documents shall be absolute. Neither any payment by the District to Contractor under the Contract documents, nor any use or occupancy of the Project or any part by the District, nor any act of acceptance by the District nor any failure to do so, nor any correction of defective work by the District shall constitute acceptance of work not in accordance with the Contract documents.
2. **Term**. The term of this Agreement shall be ninety (90) days from the Notice to Proceed. Contractor's services may be terminated in whole or in part:
- a. Upon thirty (30) day prior notice, for the convenience of the District.
 - b. For the convenience of Contractor, provided that Contractor notifies the District in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
 - c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.
 - d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the District has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the District for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the District has the right to terminate the Agreement immediately upon written notice to Contractor.

3. **Price; Compensation; Method of Payment.** Contractor will be compensated upon the delivery and acceptance of the goods and services specified in Exhibit B, which reflects a total price of Nineteen thousand three hundred sixty-five dollars and zero cents (\$19,365.00). Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The District agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. The final payment shall be made only after Contractor has completely performed its duties under this Contract and the work has been accepted by the District and all work has been approved by an inspector from the Murfreesboro Building and Codes Department or District designee, if applicable. Invoices must bear the purchase order number. Final payment shall not be made until after performance is complete. All invoices should be sent to: laurel.saunders@cityschools.net.
4. **Insurance.** Contractor must maintain commercial general liability insurance for bodily injury and property damage, automobile liability insurance, and workers' compensation insurance as required by the State of Tennessee and as specified in Exhibit A hereto. Contractor must name the District as an additional insured Contractor must notify the District within five days if the insurance policy is renewed, cancelled, or altered in any manner and provide written documentation of such alteration.
5. **Indemnification.**
 - a. Contractor must indemnify, defend, and hold harmless the District, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the District will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

6. **Notices.**

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

If to the District:

Murfreesboro City Schools
 ATTN: Asst. Superintendent of Operations
 2552 South Church Street
 Murfreesboro, TN 37127

If to Contractor:

Elite Grading & Excavation LLC
 1033 Julian Way
 Murfreesboro, TN 37128

7. **Maintenance of Records.** Contractor must maintain documentation for all charges against the District. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the District or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.
8. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.
9. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
10. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
11. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
12. **Non-Discrimination.** It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's Contractors. Accordingly, all proposers entering into contracts with the District may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
13. **Background Checks.** Contractor represents and warrants that any employee, agent, subcontractor, or other individual assigned to perform work on District property who may have direct contact with students shall comply with all applicable Tennessee laws and District policies regarding criminal history records checks. Contractor shall ensure that such individuals have undergone appropriate background checks prior to entering

District property or performing work under this Agreement. Upon request, Contractor shall provide written certification satisfactory to the District demonstrating compliance with this provision. The District reserves the right to prohibit any individual from accessing District property if the District determines, in its sole discretion, that the individual poses a risk to student or staff safety.

14. **Tobacco-Free Schools.** Contractor acknowledges that the District maintains tobacco-free campuses in accordance with Tennessee law and District policy. Contractor, its employees, agents, subcontractors, and representatives are prohibited from using, possessing, distributing, or selling tobacco products, electronic cigarettes, vaping devices, or similar products on District property at any time while performing work under this Agreement.
15. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the District.
16. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the District. Any such assignment or transfer does not release Contractor from its obligations hereunder.
17. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
18. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
19. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the

state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.

20. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
21. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the District prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
22. **Iran Divestment Act of Tennessee.** Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
23. **Non-Boycott of Israel.** Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the District and is thereafter effective as of the date set forth above.

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

MURFREESBORO CITY SCHOOLS

ELITE GRADING & EXCAVATION LLC

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

By: _____

Approved as to form:

Lauren Bush, Assistant City Attorney

Exhibit A

Insurance Requirements

Contractor must, as a material obligation to the Owner and a condition precedent to any payment otherwise due to Contractor, furnish and maintain, and cause its Subcontractors to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

Contractor must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers' compensation and employer's liability insurance, providing the following coverages, limits and endorsements:

1. Commercial General Liability Insurance.

1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$1,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$1,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.

1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.

1.3 Each general liability policy must be endorsed or written to:

- a. Include the per project aggregate endorsement;
- b. Name as additional insureds the following: Murfreesboro City Schools and its elected officials, officers, employees, representatives and agents (collectively, the "Additional Insureds");
- c. Stipulate that the insurance afforded by the policies furnished by Contractor will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by Contractor and by its Subcontractors;
- d. Includes a severability of interest clause; and
- e. Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance. Workers' Compensation policy must meet all Tennessee statutory requirements, including Employers' Liability Insurance with limits of at least \$ 1,000,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

3. Auto Liability Insurance

3.1 Commercial auto liability must be carried with minimum combined single limit of \$1,000,000 per occurrence.

3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.

3.3 This policy must be endorsed, by specific or blanket endorsement, to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Term of Coverage

4.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

4.2 If at any time during the Completed Operations Term Contractor cannot obtain equivalent coverage by replacement or renewal, Contractor must acquire a tail policy prior to expiration of the existing policy that will extend coverage until the end of the Completed Operations Term.

4.3 Contractor will furnish certificates of insurance and other evidence that the Owner may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.

4.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

5. Subcontractor and Lower-Tier Entities Insurance Requirements

5.1 Contractor must require all of Contractor's Subcontractors and must require its Subcontractors to require their Lower Tier Entities, as a condition of working on the Project, and of receiving payment, to:

a. Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverages, endorsements, terms of coverage and other provisions as are required of Contractor under by this Exhibit, **EXCEPT THAT** the combined coverage limits of the general liability insurance to be furnished by Lower Tier Entities must be \$ 1,000,000 per occurrence, and \$ 1,000,000 as the annual aggregate limit; and

b. Timely furnish to the Owner proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.

c. The Lower Tier Entities' general liability policy must also be endorsed to provide the policy must be primary insurance, the general liability insurance furnished by Contractor must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by Contractor and Subcontractor.

d. The Owner has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

6. Other Policy Provisions. Each policy to be furnished by Contractor and each Subcontractor must:

6.1 Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;

6.2 Provide that attorney's fees are outside of the policy's limits and be unlimited;

- 6.3 Include the Project per aggregate endorsement;
- 6.4 Waive all rights of subrogation against the Owner;
- 6.5 Provide a Certificate that contains a provision that coverages afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days' prior written Notice has been given to the Owner; and
- 6.6 Be otherwise satisfactory to the Owner. The Owner agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that the Owner is satisfied the insurance is not commercially available to the insured. In such event, the Owner has the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that the Owner be a loss-payee under the policy.

7. Certificates and Endorsements

- 7.1 Within 10 days after the execution of this Agreement, Contractor must provide the Owner with certificates and endorsements;
- 7.2 Upon the Owner request, Contractor must provide the Owner with certificates and endorsements from each of its Subcontractors, in all cases evidencing compliance by Contractor, each Subcontractor, and Lower Tier Entities with the requirements of this Exhibit together with letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to the Owner under the policy and that available coverage has not been reduced because of revised limits or payments made (or, in the event such representations cannot be given, Contractor, its Subcontractors, and its Lower Tier Entities must furnish the particulars thereof to the Owner.
- 7.3 If any of the foregoing insurance coverages are required to remain in force after Final Completion, Contractor must submit an additional certificate evidencing continuation of such coverage with its application for final payment.

8. Reduction in Coverage. Contractor must promptly inform the Owner of any reduction of coverage resulting from revised limits, claims paid, or both and must require its Subcontractors and Lower Tier Entities to promptly inform Contractor of same. The Owner has the right to require Contractor or the applicable Subcontractor to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of Contractor or the applicable Subcontractor.

9. Suppliers and Materialmen Coverages

- 9.1 Contractor will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.
- 9.2 With respect to any equipment, machinery or other goods for which the Owner or Contractor has paid a deposit, Contractor will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the

amount of the applicable deposit) during fabrication, storage and transit, naming the Owner and Contractor as loss payee as their interests appear.

10. Condition Precedent to Starting Work

- 10.1 Prior to, and as a condition of its right to begin performing any Work on the Site, Contractor and each Subcontractor and Lower Tier Entities must deliver to the Owner certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to the Owner that the required insurance is in place; together with the original of each bond required under this Agreement. Contractor and each Subcontractor and Lower Tier Entities hereby authorize the Owner to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;
- 10.2 The Owner is under no obligation or duty to make any such inquiry and the Owner is entitled to rely on any proofs of insurance tendered by Contractor or its Subcontractors and Lower Tier Entities. The Owner's acceptance of any proof of insurance and bonds offered by Contractor or any Subcontractor or Lower Tier Entities will not be deemed a waiver of the obligations of Contractor and Subcontractors and Lower Tier Entities to furnish the insurance and bonds required by this Exhibit.

- 11. Additional Proofs of Insurance.** Contractor must, within 10 days after request, provide the Owner with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 12. Indemnity.** The fact that Contractor and its Subcontractors are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties Contractor and its Subcontractors and Lower Tier Entities may have to indemnify, defend or hold harmless the Owner and the other Additional Insureds from and against any and all demands, liabilities, losses or expenses of whatever kind or nature.
- 13. Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

Exhibit B

Elite Grading & Excavation Llc.

1033 Julian Way
Murfreesboro, TN 37128 USA
+16158484847
elitegradingexcavationllc@gmail.com



Estimate

ADDRESS
Murfreesboro City Schools
1753 S Rutherford Blvd
Murfreesboro TN 37130

ESTIMATE 2434
DATE 05/15/2026

DATE		QTY	RATE	AMOUNT
	CONCRETE Black Fox Elementary 30x40 pad for basketball court. Concrete to be 4000 PSI with microfiber. #57 3/4 compacted gravel base.	1	9,365.00	9,365.00
TOTAL				\$9,365.00

Accepted By

Accepted Date

Elite Grading & Excavation Llc.

1033 Julian Way
Murfreesboro, TN 37128 USA
+16158484847
elitegradingexcavationllc@gmail.com



Estimate

ADDRESS
Murfreesboro City Schools
1753 S Rutherford Blvd
Murfreesboro TN 37130

ESTIMATE 2435
DATE 05/15/2026

DATE		QTY	RATE	AMOUNT
	CONCRETE Erma Siegel	1	10,000.00	10,000.00
	40x40 pad for basketball court. Concrete to be 4000 PSI with microfiber. #57 3/4 compacted gravel base.			
TOTAL				\$10,000.00

Accepted By

Accepted Date

Agenda Item Title: FY26 Federal Projects – Title II Budget Amendment

Board Meeting Date: May 26, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment recognizes new revenue for Title II in our Federal Funds budget. The \$23,286 is a reallocation of unspent FY25 and FY26 state level funds. It also includes FY26 Title IV funds of \$1,765 transferred to Title II. The related expenditures will be for In-Service/Staff development in FY27.

Staff Recommendation

Approve the FY26 budget amendment to recognize the new revenue and related expenditures related to Title II funds.

Fiscal Impact

Recognize new revenue in the amount of \$23,286 and related expenditure with no impact to fund balance.

Connection to MCS's Five-Year Strategic Plan

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

Schools Federal Projects Fund 142
Fiscal Year 2025-2026

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title IIA	723,490	746,776	23,286
<hr/>			
Total Increase in Revenues	\$ 723,490	\$ 746,776	\$ 23,286
<hr/>			
<u>Expenditures</u>			
Title IIA			
In-Service/Staff Development	281,395	304,681	23,286
<hr/>			
Total Increase in Expenditures	\$ 281,395	\$ 304,681	\$ 23,286
<hr/>			

CHANGE IN FUND BALANCE (CASH) 0

This amendment reflects an increase in the budget allocation of \$23,286 due to the reallocation of unspent FY25 and FY26 state-level funds. Of this total: \$17,136 was reallocated from FY25 Title IIA funds, which must be obligated by September 30, 2026. An additional \$4,385 from FY26 Title IIA funds must be obligated by September 30, 2027. FY26 Title IV funds in the amount of \$1,765 were also reallocated and transferred into Title IIA. This amount must be obligated before September 30, 2027.

All reallocated funds will be expended in accordance with federal obligation timelines.

D. J. [Signature] 5/21/26
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby W. Dence III</i></u>	<u>5/21/26</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY26 General Purpose Interfund Amendment

Board Meeting Date: May 26, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment transfers \$1,580,250 of previously approved funds within the major accounts in the General-Purpose fund. This will address several accounts needing adjustments to salary, retirement, benefits, maintenance, transportation, technology, and equipment to recognize actual expenditures for the end of year.

Funds are being reallocated from savings found in other line items within the same budget category or transferred from savings in other major categories.

There are no programmatic changes or new positions.

Staff Recommendation

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

Fiscal Impact

This will align final projected expenditures for FY26, and it does not affect fund balance. The total amount of transfers is \$1,580,250.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro

City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 General Purpose Fund 141 Interfund Transfer

Account	Description	Increase	Decrease
Regular Instruction			
141 E 71110 116	Teachers	-	500,000
141 E 71110 163	Educational Assistants	25,000	-
141 E 71110 195	Certified Substitute Teachers	30,000	-
141 E 71110 198	Non-Certified Substitute Teachers	195,000	-
141 E 71110 201	Social Security	-	110,000
141 E 71110 204	State Retirement	-	50,000
141 E 71110 207	Medical Insurance	-	275,000
141 E 71110 208	Dental Insurance	-	15,000
141 E 71110 212	Medicare	-	14,000
141 E 71110 217	Retirement-Hybrid Stabilization	-	18,000
141 E 71110 722	Regular Instruction Equipment	-	50,000
Total		250,000	1,032,000
Special Education Program			
141 E 71200 116	Teachers	170,000	-
141 E 71200 163	Educational Assistants	475,000	-
141 E 71200 171	Speech Therapist (s)	35,000	-
141 E 71200 195	Certified Substitute Teachers	15,000	-
141 E 71200 198	Non-Certified Substitute Teachers	160,000	-
141 E 71200 201	Social Security	25,000	-
141 E 71200 204	State Retirement	70,000	-
141 E 71200 206	Life Insurance	6,500	-
141 E 71200 212	Medicare	8,000	-
141 E 71200 217	Retirement-Hybrid Stabilization	1,200	-
141 E 71200 399	Other Contracted Services	60,000	-
141 E 71200 429	Instr Supplies and Materials	6,000	-
Total		1,031,700	-
Support - Health Services			
141 E 72120 131	Medical Personnel	-	15,000
141 E 72120 201	Social Security	-	2,000
141 E 72120 204	State Retirement	-	8,000
141 E 72120 207	Medical Insurance	-	18,000
Total		-	43,000
Support - Other Student Support			
141 E 72130 105	Supervisor/Director	2,000	-
141 E 72130 207	Medical Insurance	-	2,000

141 E 72130 355	Travel	750	-
Total		2,750	2,000

Support - Reg. Instr. Program

141 E 72210 129	Library/Media Specialists	-	5,000
141 E 72210 207	Medical Insurance	-	10,000
141 E 72210 189	Other Salaries & Wages	2,000	-
141 E 72210 201	Social Security	-	4,000
141 E 72210 524	In-Service/Staff Development	-	10,000
Total		2,000	29,000

Support - Special Educ. Program

141 E 72220 124	Psychological Personnel	-	10,000
141 E 72220 131	Medical Personnel	5,000	-
141 E 72220 189	Other Salaries & Wages	30,000	-
141 E 72220 201	Social Security	1,000	-
141 E 72220 204	State Retirement	6,000	-
141 E 72220 207	Medical Insurance	-	15,000
141 E 72220 355	Travel	6,000	-
141 E 72220 399	Other Contracted Services	70,000	-
141 E 72220 524	In-Service/Staff Development	-	15,000
Total		118,000	40,000

Technology

141 E 72250 350	Internet Connectivity	-	220,000
141 E 72250 162	Clerical Personnel	-	12,000
141 E 72250 207	Medical Insurance	-	4,000
141 E 72250 355	Travel	750	-
141 E 72250 399	Other Contracted Services	28,000	-
141 E 72250 470	Cabling	1,000	-
141 E 72250 709	Data Processing Equipment	33,500	-
Total		33,500	220,000

Support - Fiscal Services

141 E 72510 122	Purchasing Personnel	-	8,000
141 E 72510 161	Secretary (s)	1,000	-
Total		1,000	8,000

Support - Operation of Plant

141 E 72610 204	State Retirement	-	2,000
141 E 72610 207	Medical Insurance	-	9,000
Total		-	11,000

Support - Maintenance of Plant

141 E 72620 207	Medical Insurance	-	40,000
141 E 72620 335	Maint. & Repair - Building	-	60,000
141 E 72620 336	Maint. & Repair - Equipment	60,000	-
141 E 72620 425	Gasoline	17,000	-
141 E 72620 451	Uniforms	300	-
Total		77,300	100,000

Support - Transportation

141 E 72710 142	Mechanics	4,000	-
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141 E 72710 207	Medical Insurance	-	65,250
141 E 72710 338	Maint. & Repair - Vehicle	5,000	
141 E 72710 399	Other Contracted Services	10,000	
141 E 72710 425	Gasoline	15,000	-
Total		34,000	65,250
Support - Operation of Plant			
141 E 76100 724	Site Developpment	30,000	-
141 E 76100 799	Other Capital Outlay	-	30,000
Total		30,000	30,000
Total		\$ 1,580,250	\$ 1,580,250

Explanation: This amendment is to move previously approved funds within the major accounts in the General-Purpose fund. This will address several accounts needing adjustments to recognize actual expenditures for the end of year.

D. J. [Signature] 5/21/26
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W. Duke III</u>	<u>5/21/26</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY26 General Purpose - TISA Outcome Funding

Board Meeting Date: May 26, 2026

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment recognizes new revenue from the State for TISA outcome funding for student performance data for the prior year. The unrecognized revenue of \$776,050 will be used to offset expenses for end of year in categories of salaries, benefits, contracts, and utilities.

Staff Recommendation

Approve the FY26 budget amendment to recognize the new revenue and related expenditures related to the General-Purpose fund.

Fiscal Impact

Recognize new revenue in the amount of \$776,050 and related expenditure with no impact to fund balance.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools Budget Amendment

General Purpose Schools Fund 141
Fiscal Year 2025-26

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
Revenues			
Account # 141 R 46510	TISA \$ 65,887,040	\$ 66,663,090	\$ 776,050
<hr/>			
Total Increase in Revenues	\$ 65,887,040	\$ 66,663,090	\$ 776,050
<hr/>			
Expenditures			
141 E 71200 207	Medical Insurance \$ 1,907,100	\$ 2,062,100	\$ 155,000
141 E 71200 312	Contracts w/Private Agencies 284,944	424,944	140,000
141 E 72310 399	Other Contracted Services 24,500	34,500	10,000
141 E 72310 506	Liability Insurance 550,000	596,800	46,800
141 E 72310 510	Trustee's Commission 456,400	506,400	50,000
141 E 72320 207	Medical Insurance 33,600	37,600	4,000
141 E 72610 141	Foremen 48,300	49,300	1,000
141 E 72610 189	Other Salaries & Wages 170,000	174,000	4,000
141 E 72610 212	Medicare 3,165	4,165	1,000
141 E 72610 328	Janitorial Services 2,916,269	2,992,269	76,000
141 E 72610 415	Electricity 2,050,000	2,280,000	230,000
141 E 72610 434	Natural Gas 450,000	505,000	55,000
141 E 72610 454	Water and Sewer 355,000	358,000	3,000
141 E73400 599	Other Charges -	250	250
<hr/>			
Total Increase in Expenditures	\$ 9,249,278	\$ 10,025,328	\$ 776,050
<hr/>			

CHANGE IN FUND BALANCE (CASH) -

MCS was awarded TISA outcome funding which is based on student performance data for the prior year. The new revenue will be used to realign expenses in salaries, benefits, contracts, and utilities to meet end of year expenditures.

D. J. [Signature] 5/21/26
Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bethany [Signature]</i></u>	<u>5/21/26</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Internal School Funds Audit- Matlock Clements, PC

Board Meeting Date: May 26, 2026

Department: Finance

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

MCS seeks to enter into an agreement with Matlock Clements, PC to perform the annual financial and compliance audit of the district's Internal School Funds for the fiscal year beginning July 1, 2025, through June 30, 2026. The audit will be conducted in accordance with Government Auditing Standards and all applicable requirements established by the Tennessee Comptroller of the Treasury. The agreement includes a fixed contract fee of \$14,950.00 and requires completion and submission of the audit report no later than December 31, 2026.

Staff Recommendation

MCS recommends approval of the contract with Matlock Clements, PC for the annual audit of Internal School Funds for fiscal year 2026.

Fiscal Impact

The total fixed contract fee for the audit is \$14,950.00 and will be paid from Finance Department funds designated for annual audit services.

Connection to MCS's Five-Year Strategic Plan

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

**CONTRACT TO AUDIT ACCOUNTS
OF
Murfreesboro City Schools - Internal School Funds**

FROM July 01, 2025 TO June 30, 2026

This agreement made this 25th day of July 2025, by and between Matlock Clements, PC, 270 Glenis Drive, Suite A, Murfreesboro, TN 37129, hereinafter referred to as the "auditor" and Murfreesboro City Schools - Internal School Funds, of 2552 South Church Street, Murfreesboro, TN 37127, hereinafter referred to as the "organization", as follows:

1. In accordance with the requirements of the laws and/or regulations of the State of Tennessee, the auditor shall perform a financial and compliance audit of the organization for the period beginning July 01, 2025, and ending June 30, 2026 with the exceptions listed below:
2. The auditor shall conduct the audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States and requirements prescribed by the Comptroller of the Treasury, State of Tennessee, as detailed in the *Audit Manual*. Additional information and procedures necessary to comply with requirements of governments other than the State of Tennessee are permissible provided they do not conflict with or undermine the requirements previously referenced. If applicable, the audit is to be conducted in accordance with the provisions of the Single Audit Act and Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. The audit is also to be conducted in accordance with any other applicable federal agency requirements. It is agreed that this audit will conform to standards, procedures, and reporting requirements established by the Comptroller of the Treasury. It is further agreed that any deviation from these standards and procedures will be approved in writing by the Comptroller of the Treasury prior to the execution of the contract. The interpretation of this contract shall be governed by the above-mentioned publications and the laws of the State of Tennessee.
3. The auditor shall, as part of the written audit report, submit to the organization's management and those charged with governance:
 - a) a report containing an expression of an unmodified or modified opinion on the financial statements, as prescribed by the *Audit Manual*. This report shall state the audit was performed in accordance with *Government Auditing Standards*, except when a disclaimer of opinion is issued. If the organization is a component unit or fund of another entity, it is agreed that: (a) the financial statements may be included in the financial statements of the other entity; (b) the principal auditor for the other entity may rely upon the contracted auditor's report; and (c) any additional information required by the principal auditor of the other entity will be provided in a timely manner.
 - b) a report on the internal control and on compliance with applicable laws and regulations and other matters. This report shall be issued regardless of whether the organization received any federal funding. Audit reports of entities which are subject to the provisions of the Single Audit Act and OMB's Uniform Guidance shall include the additional reports required by that guidance. The reports will set forth findings, recommendations for improvement, concurrence or nonconcurrence of appropriate officials with the audit findings, comments on management's responses as appropriate, and comments on the disposition of prior year findings.
4. If a management letter or any other reports or correspondence relating to other matters involving internal controls or noncompliance are issued in connection with this audit, a copy shall be filed with the Comptroller of the Treasury by the auditor. Such management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no reportable matters or significant deficiencies not also disclosed in the findings found in the published audit report). The report should also include a corrective action plan for findings developed under OMB's Uniform Guidance and for other findings in accordance with Tennessee Code Annotated § 9-3-407, and the *Audit Manual*. The corrective action plan is only applicable to findings published in the audit report.
5. The auditor shall file **one (1)** electronic copy of said report with the Comptroller of the Treasury, State of Tennessee. The auditor shall furnish **40** printed copies and/or an electronic copy of the report to the organization's management and those charged with governance. It is anticipated that the auditor's report shall be filed no later than December 31, 2026, or **six (6) months following the period to be audited, whichever is earlier, without explanation to the Comptroller of the Treasury, State of Tennessee, and the organization. (Audit documentation for additional procedures for centralized cafeteria systems contracted with audits of internal school funds must be completed and available for review by September 30 following the fiscal year being audited.)** Requirements for additional copies, including those to be filed with the appropriate officials of granting agencies, are listed below:
6. The auditor agrees to retain working papers for no less than five (5) years from the date the report is received by the Comptroller of the Treasury, State of Tennessee. In addition, the auditor agrees that all audit working papers shall, upon request, be made available in the manner requested by the Comptroller for review by the Comptroller of the Treasury or the Comptroller's representatives, agents, and legal counsel, while the audit is in progress and/or subsequent to the completion of the report. Furthermore, at the Comptroller's discretion, it is agreed that the working papers will be reviewed at the office of the auditor, the entity, or the Comptroller and that copies of the working papers can be made by the Comptroller's representatives or may be requested to be made by the firm and may be retained by the Comptroller's representatives.
7. Any reasonable suspicion of fraud, (regardless of materiality) or other unlawful acts including, but not limited to, theft, forgery, credit/debit card fraud, or any other act of unlawful taking, waste, or abuse of, or official misconduct, as defined in Tennessee Code Annotated § 39-16-402, involving public money, property, or services shall, upon discovery, be promptly reported in writing by the auditor to the Comptroller of the Treasury, State of Tennessee, who shall under all circumstances have the authority, at the discretion of the Comptroller, to directly investigate such matters. Notwithstanding anything herein to the contrary, the Comptroller of the Treasury, State of Tennessee, acknowledges that the auditor's responsibility hereunder is to design its audit to obtain reasonable, but not absolute, assurance of detecting fraud that would have a material effect on the financial statements, as well as other illegal

acts or violations of provisions of contracts or grant agreements having a direct and material effect on financial statement amounts. If the circumstances disclosed by the audit call for a more detailed investigation by the auditor than necessary under ordinary circumstances, the auditor shall inform the organization's management and those in charge of governance in writing of the need for such additional investigation and the additional compensation required therefor. Upon approval by the Comptroller of the Treasury, an amendment to this contract may be made by the organization's management, those charged with governance, and the auditor for such additional investigation.

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

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

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

10. (Special Provisions) **This is an audit of the internal school funds as outlined in the Internal School Funds manual.**

11. In consideration of the satisfactory performance of the provisions of this contract, the organization shall pay to the auditor the fee(s) listed below. (Fees may be fixed amounts or estimated.)

Fixed Contract Fee:

Audit **\$14,950.00**

Municipal Chart of Accounts Crosswalk **\$0.00**

Total Fixed Contract Fee **\$14,950.00**

or

Estimated Contract Fee:

Audit

Municipal Chart of Accounts Crosswalk

Total Estimated Contract Fee

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

SCHEDULE OF FEES AND/OR RATES:

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

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

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

Matlock Clements, PC

Audit Firm



Andy Matlock, CPA

By _____

Signature

Title/Position: **Audit Manager**

E-mail address: **eric@matlockclements.com**

Date: **July 25, 2025**

Murfreesboro City Schools - Internal School Funds

Governmental Unit or Organization



Daniel Owens

By _____

Signature

Title/Position: **Director of Finance**

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

Date: **July 25, 2025**

Approved by the Comptroller of the Treasury, State of Tennessee

For the Comptroller:



Jean Suh

By _____

Date: **August 31, 2025**

Agenda Item Title: Public Official Bond

Board Meeting Date: May 26, 2026

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

State law requires the Superintendent/Director of a Local Education Agency (LEA) to execute a statutory bond, which protects the School District from loss of funds. This renewal of the statutory bond for Director of Schools, Trey Duke, for a one-year term beginning May 31, 2026, through May 31, 2027.

The \$100,000 amount of the bond (with a premium of \$300) is the recommended amount for a Superintendent of Schools as listed by the Tennessee Comptroller.

Staff Recommendation

Recommended approval of the statutory bond renewal.

Fiscal Impact

\$300 from the General-Purpose budget. This amount is budgeted within the FY26 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



SURETY'S BOND NO. CBE6000017

STATE OF TENNESSEE
COUNTY OF Murfreesboro City Schools
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF Director of Schools

KNOW ALL MEN BY THESE PRESENTS:

That Bobby N Duke, III of Murfreesboro (City or Town),
County of Rutherford Tennessee, as Principal, and The Cincinnati Insurance Company
as Surety, are held and firmly bound unto THE STATE OF TENNESSEE in the full amount of
One Hundred Thousand Dollars (\$ 100,000.00) lawful money of the
United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns, each
jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly elected appointed to the office of Director of Schools of and
for Murfreesboro City Scho County for the 1 year term beginning on the 31st day of May, 2026 and ending on
the 31st day of May, 2027.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said Bobby N Duke, III, Principal, shall:

1. Faithful perform the duties of the office of Director of Schools of Murfreesboro City Schools
County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such
Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and safely
keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation or removal
from office, shall turn over to the successor all records and property which have come into such Principal's hands, then this
obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 23rd day of April, 2026.

WITNESS - ATTEST:

PRINCIPAL: Bobby N Duke, III

COUNTERSIGNED BY:

SURETY: The Cincinnati Insurance Company

Tennessee Resident Agent



by:

(Attach evidence of authority to execute bond)

Attorney-in-Fact: Mary Alcorn

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public, of the State and County aforesaid, personally appeared _____,
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act and
deed.

Witness my hand and seal this _____ day of _____, 20____.

My Commission Expires: _____, 20____.

Notary Public

(over)

ACKNOWLEDGEMENT OF SURETY

STATE OF Ohio
COUNTY OF Butler

Before me, a Notary Public, of the State and County aforesaid, personally appeared Mary Alcorn
with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing
bond on behalf of Cincinnati Insurance Company, the within named Surety, a corporation
duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing
bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.
Witness my hand and seal this 23RD day of April, 2 026.



My Commission Expires: Noel Ellis, 2 _____.

Noel Ellis
Notary Public

Noel Ellis
Notary Public, State of Ohio
My Commission Expires June 30 2029

APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except Clerks of all Circuit Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____
County, on this _____ day of _____, 2 _____.

Signed: _____
County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that
the foregoing bond was approved by the Legislative Body of said county, in open session on the _____ day of _____, 2 _____,
and entered upon the minutes thereof.

Signed: _____
County Clerk

SECTION II. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties
on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed: _____
Judge of the _____ Court of and for said County on
this _____ day of _____, 2 _____.

SECTION III. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION IV. (Applicable to all County Officials Bords)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2 _____

Signed: _____
County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

THE
CINCINNATI
INSURANCE COMPANY

CONTINUATION CERTIFICATE

Bond Number: CBE6000017
Bond Amount: \$ 100,000.00
Bond Description: County Public Official

Principal:

Bobby N Duke, III
3434 Geneva Dr
Murfreesboro, TN 37128-5087

Obligee:

Murfreesboro City Schools
2552 S Church St
Murfreesboro TN 37127-6342

It is expressly understood and agreed that the subject bond and all renewal or continuation certificates attached thereto (including this one) are not cumulative, and that the total liability of THE CINCINNATI INSURANCE COMPANY under the attached bond and all such renewal or continuation certificates shall not exceed the penalty named in the subject bond.

This bond is extended to 05/31/2027

Signed and sealed this 4/23/2026



THE CINCINNATI INSURANCE COMPANY



ATTORNEY-IN-FACT Mary Alcorn

Agency: Miller, Loughry & Beach Insurance Services, Inc.
41001
214 W College St
Murfreesboro, TN 37130

BN-1003(3/97)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

CBE6000017

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Mary Alcorn

of Hamilton OH
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

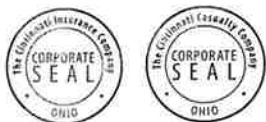
One Hundred Thousand Dollars \$ 100,000.00

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 23rd day of April, 2026



Ed H.

Agenda Item Title: 2026-2027 General Purpose Budget Revisions

Board Meeting Date: May 26, 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

The 2026 - 2027 General Purpose School budget was approved by the Board on April 28, 2026. The district has not yet received final Weighted Full Time Equivalent Average Daily Attendance (WFTEADA) numbers from TDOE which are used to determine the percentage of local funding that Murfreesboro City Schools receives. Due to this, the district is recommending we modify the approved budget prior to final City Council approval on June 4, 2026.

The modified budget decreases projected revenues and expenditures by \$1,012,073 from the amount approved in April.

The decrease in revenues is found in the local option sales tax budget line.

The decrease in expenditures is found through decreases in personnel cost, technology, and contracted services.

The revised budget shows an overall 1.14% increase in revenues from the FY26 budget with a 0.05% **decrease** in expenditures from FY26. Upon approval by the School Board, the budget will be presented to the City Council for approval prior to state approval.

Staff Recommendation

To approve the 2026-2027 General Purpose School budget as presented.

Fiscal Impact

Total Budgeted Revenues: \$113,821,385

Total Budgeted Expenditures: \$118,459,383

Total From Fund Balance: \$ 4,637,998

FY25 audited unassigned fund balance: \$20,451,841

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 2026-2027 BUDGET

9067

REVENUES						
Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
County Taxes	\$ 36,270,513	\$ 33,918,900	\$ 35,299,790	\$ 1,380,890	4.07%	-2.68%
Licenses and Permits	2,500	2,500	2,500	-	0.00%	0.00%
Charges for Current Services	154,000	154,000	104,000	(50,000)	-32.47%	-32.47%
Other Local Revenue	1,074,800	632,675	683,525	50,850	8.04%	-36.40%
State of Tennessee	69,410,145	69,606,907	68,211,062	(1,395,845)	-2.01%	-1.73%
Federal Government	113,654	16,200	16,200	-	0.00%	-85.75%
Other Local Sources	8,251,003	8,205,103	9,504,308	1,299,205	15.83%	15.19%
TOTAL REVENUES	\$ 115,276,615	\$ 112,536,285	\$ 113,821,385	\$ 1,285,100	1.14%	-1.26%
RESERVES/FUND BAL.	\$ 1,754,536	\$ 5,982,511	\$ 4,637,998	\$ (1,344,513)	-22.47%	164.34%
GRAND TOTAL REV./FUND BAL.	\$ 117,031,151	\$ 118,518,796	\$ 118,459,383	\$ (59,413)	-0.05%	1.22%

EXPENDITURES						
Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
Regular Instruction	\$ 60,726,241	\$ 62,379,025	\$ 59,853,185	\$ (2,525,840)	-4.05%	-1.44%
Special Educ. Instruction	14,913,193	13,959,246	15,391,860	1,432,614	10.26%	3.21%
Student Support - Attendance	179,455	192,705	447,981	255,276	132.47%	149.63%
Student support - Health	1,132,085	1,192,870	1,112,090	(80,780)	-6.77%	-1.77%
Other Student Support	3,683,214	3,711,291	4,082,235	370,944	10.00%	10.83%
Support Staff - Reg. Instruction	4,181,935	4,243,337	4,244,120	783	0.02%	1.49%
Support Staff - Special Ed. Instr.	3,076,955	3,067,320	3,158,070	90,750	2.96%	2.64%
Support Services - Technology	2,853,286	2,826,855	2,738,020	(88,835)	-3.14%	-4.04%
Admin. Support - Board of Educ.	2,080,150	2,150,885	2,310,529	159,644	7.42%	11.08%
Support Services - Director Office	466,920	475,310	467,485	(7,825)	-1.65%	0.12%
Support Services - Principal Office	5,972,388	6,201,205	6,403,251	202,046	3.26%	7.21%
Support Services - Fiscal Services	954,975	972,675	1,005,405	32,730	3.36%	5.28%
Support Services - Personnel	659,495	663,990	708,100	44,110	6.64%	7.37%
Support Services - Oper. Of Plant	6,334,942	6,272,020	6,782,461	510,441	8.14%	7.06%
Support Services - Maint. Of Plant	3,211,277	3,363,837	3,234,941	(128,896)	-3.83%	0.74%
Support Services - Transportation	4,616,330	4,784,870	4,551,649	(233,221)	-4.87%	-1.40%
Community Service	471,700	468,005	512,205	44,200	9.44%	8.59%
Early Childhood Education	1,096,655	1,173,395	1,085,684	(87,711)	-7.48%	-1.00%
Regular Capital Outlay	202,365	202,365	152,500	(49,865)	-24.64%	-24.64%
Issuance Costs/Capital Outlay-Bonds	-	-	-	-	NA	NA
Other Uses/Transfers	217,590	217,590	217,612	22	0.01%	0.01%
GRAND TOTAL EXPENDITURES	\$ 117,031,151	\$ 118,518,796	\$ 118,459,383	\$ (59,413)	-0.05%	1.22%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. Group	Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
40000	County Taxes	\$ 36,270,513	\$ 33,918,900	\$ 35,299,790	\$ 1,380,890	4.07%	-2.68%
41000	Licenses and Permits	2,500	2,500	2,500	-	0.00%	0.00%
43000	Charges for Current Services	154,000	154,000	104,000	(50,000)	-32.47%	-32.47%
44000	Other Local Revenue	1,074,800	632,675	683,525	50,850	8.04%	-36.40%
46000	State of Tennessee	69,410,145	69,606,907	68,211,062	(1,395,845)	-2.01%	-1.73%
47000	Federal Government	113,654	16,200	16,200	-	0.00%	-85.75%
49000	Other Local Sources	8,251,003	\$8,205,103	9,504,308	1,299,205	15.83%	15.19%
TOTAL REVENUES		\$ 115,276,615	\$ 112,536,285	\$ 113,821,385	\$ 1,285,100	1.14%	-1.26%
RESERVES & FUND BALANCES (Increase)Decrease		\$ 1,754,536	\$ 5,982,511	\$ 4,637,998	\$ (1,344,513)	-22.47%	164.34%
GRAND TOTAL REVENUES		\$ 117,031,151	\$ 118,518,796	\$ 118,459,383	\$ (59,413)	-0.05%	1.22%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. No.	Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
40110	Current Property Tax	\$ 14,000,000	\$ 14,000,000	\$ 14,000,000	\$ -	0.00%	0.00%
40120	Trustee's Collection - Prior	139,000	165,000	145,000	(20,000)	-12.12%	4.32%
40130	Property Tax - Prior (Other)	82,000	100,000	82,500	(17,500)	-17.50%	0.61%
40140	Interest and Penalty	31,500	37,000	35,000	(2,000)	-5.41%	11.11%
40150	Pick-Up Taxes	19,500	24,000	24,000	-	0.00%	23.08%
40161	Payments in Lieu Taxes - TV	650	1,000	1,000	-	0.00%	53.85%
40162	Payments in Lieu Taxes - Loc	21,500	23,000	23,000	-	0.00%	6.98%
40210	Local Option Sales Tax	20,201,363	17,888,900	19,189,290	1,300,390	7.27%	-5.01%
40240	Wheel Tax	950,000	850,000	950,000	100,000	11.76%	0.00%
40270	Business Tax	450,000	430,000	450,000	20,000	4.65%	0.00%
40275	Mixed Drink Tax	375,000	400,000	400,000	-	0.00%	6.67%
40290	Other Local Option Tax	-	-	-	-	NA	NA
TOTAL LOCAL TAXES		\$ 36,270,513	\$ 33,918,900	\$ 35,299,790	\$ 1,380,890	4.07%	-2.68%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. No.	Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
41110	Marriage Licenses	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	0.00%	0.00%
TOTAL LICENSES AND PERMITS		\$ 2,500	\$ 2,500	\$ 2,500	\$ -	0.00%	0.00%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

<u>Acct. No.</u>	<u>Description</u>	<u>2025-26 Est. Rev.</u>	<u>2025-26 Budget</u>	<u>2026-27 Budget</u>	<u>Net Budget Incr/(Decr)</u>	<u>Pct. Change 2025-26 Budget</u>	<u>Pct. Change 2025-26 Est. Rev.</u>
43511	Tuition/County Students	\$ 4,000	\$ 4,000	\$ 4,000	\$ -	0.00%	0.00%
43517	Tuition/Integrated PK	150,000	150,000	100,000	(50,000)	-33.33%	-33.33%
TOTAL CURRENT SERVICES		\$ 154,000	\$ 154,000	\$ 104,000	\$ (50,000)	-32.47%	-32.47%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. No.	Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
44110	Interest Earned/Investments	\$ 150,000	\$ 60,000	\$ 60,000	\$ -	0.00%	-60.00%
44111	Interest Earned/Checking	650,000	300,000	300,000	-	0.00%	-53.85%
44120	Lease/Rentals	12,800	-	12,800	12,800	NA	0.00%
44130	Sale of Materials & Supplies	2,000	2,000	2,000	-	0.00%	0.00%
44170	Miscellaneous	180,000	160,000	160,000	-	0.00%	-11.11%
44180	City of Murfreesboro-Tech.	-	-	-	-	NA	NA
44520	Insurance Recovery	-	-	-	-	NA	NA
44530	Sale of Equipment	20,000	20,000	20,000	-	0.00%	0.00%
44560	Damages Recovered/Individual	-	-	-	-	NA	NA
44570	Donations and Gifts	60,000	90,675	128,725	38,050	41.96%	114.54%
44990	Other Local Revenue	-	-	-	-	NA	NA
TOTAL OTHER LOCAL REVENUE		\$ 1,074,800	\$ 632,675	\$ 683,525	\$ 50,850	8.04%	-36.40%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. No.	Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
46310	Health Department Programs	\$0	\$0	-	-	NA	NA
46510	Tisa	65,887,040	65,887,040	66,522,805	635,765	0.96%	0.96%
46511	Basic Education Program	-	-	-	-	NA	NA
46513	Tisa On-Behalf Payments	30,000	30,000	30,000	-	0.00%	NA
46515	Early Childhood Education	1,326,895	1,326,895	1,377,257	50,362	3.80%	3.80%
46530	Energy Efficient Schools	-	-	-	-	NA	NA
46590	Other State Education Funds	1,699,588	1,889,350	-	(1,889,350)	-100.00%	-100.00%
46591	Coordinated School Health	-	-	-	-	NA	NA
46592	ConnectTenn - ARRA	-	-	-	-	NA	NA
46594	Family Resource Center	-	-	-	-	NA	NA
46595	SSMS - ARRA	-	-	-	-	NA	NA
46596	Paid Parental Leave	250,000	250,000	250,000	-	0.00%	0.00%
46610	Career Ladder Program	33,000	40,000	31,000	(9,000)	-22.50%	-6.06%
46612	Career Ladder Extended Con	-	-	-	-	NA	NA
46615	Extended Contract - ARRA	-	-	-	-	NA	NA
46980	Grants	183,622	183,622	-	(183,622)	-100.00%	-100.00%
46981	Safe Schools	-	-	-	-	NA	NA
46990	Other State Funds	-	-	-	-	NA	NA
TOTAL STATE OF TENNESSEE		\$69,410,145	\$69,606,907	\$68,211,062	\$ (1,395,845)	-2.01%	-1.73%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. No.	Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
47143	Education of Handicapped	\$ 113,654	\$ 15,000	\$ 15,000	\$ -	0.00%	-86.80%
47145	IDEA Preschool	-	1,200	1,200	-	0.00%	NA
47590	Other Federal Thru State	-	-	-	-	NA	NA
TOTAL FEDERAL REVENUE		\$ 113,654	\$ 16,200	\$ 16,200	\$ -	0.00%	-85.75%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. No.	Description	2025-26 Est. Rev.	2025-26 Budget	2026-27 Budget	Net Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Rev.
49100	Bond Proceeds	-	-	-	-	NA	NA
49410	Bond Premium	-	-	-	-	NA	NA
49700	Insurance Recovery	70,900	25,000	25,000	-	0.00%	-64.74%
49800	Transfers	295,000	295,000	794,205	499,205	169.22%	169.22%
49810	City General Fund Transfers	7,885,103	7,885,103	8,685,103	800,000	10.15%	10.15%
49820	Operating Transfers	-	-	-	-	NA	NA
49830	Operating Transfer-Opioid	-	-	-	-	NA	NA
TOTAL OTHER LOCAL SOURCES		\$8,251,003	\$8,205,103	\$9,504,308	\$ 1,299,205	15.83%	15.19%
TOTAL REVENUE		\$ 115,276,615	\$ 112,536,285	\$ 113,821,385	\$ 1,285,100	1.14%	-1.26%
FUND BALANCE - (INCR.)/DECR.		\$ 1,754,536	\$ 5,982,511	\$ 4,637,998	\$ (1,344,513)	-22.47%	164.34%
GRAND TOTAL REV. & FUND BAL.		\$ 117,031,151	\$ 118,518,796	\$ 118,459,383	\$ (59,413)	-0.05%	1.22%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

<u>Acct. Group</u>	<u>Description</u>	<u>2025-26 Est. Exp.</u>	<u>2025-26 Budget</u>	<u>2026-27 Budget</u>	<u>Net Increase Budget Incr/(Decr)</u>	<u>Pct. Change 2025-26 Budget</u>	<u>Pct. Change 2025-26 Est. Exp.</u>
71100	Regular Instruction	\$ 60,726,241	\$ 62,379,025	\$ 59,853,185	\$ (2,525,840)	-4.05%	-1.44%
71200	Special Educ. Instruction	14,913,193	13,959,246	15,391,860	1,432,614	10.26%	3.21%
72110	Student Support - Attendance	179,455	192,705	447,981	255,276	132.47%	149.63%
72120	Student support - Health	1,132,085	1,192,870	1,112,090	(80,780)	-6.77%	-1.77%
72130	Other Student Support	3,683,214	3,711,291	4,082,235	370,943	9.99%	10.83%
72210	Support Staff - Reg. Instruction	4,181,935	4,243,337	4,244,120	783	0.02%	1.49%
72220	Support Staff - Special Ed. Instr.	3,076,955	3,067,320	3,158,070	90,749	2.96%	2.64%
72250	Support Services - Technology	2,853,286	2,826,855	2,738,020	(88,835)	-3.14%	-4.04%
72310	Admin. Support - Board of Educ.	2,080,150	2,150,885	2,310,529	159,644	7.42%	11.08%
72320	Support Services - Director Office	466,920	475,310	467,485	(7,825)	-1.65%	0.12%
72410	Support Services - Principal Office	5,972,388	6,201,205	6,403,251	202,046	3.26%	7.21%
72510	Support Services - Fiscal Services	954,975	972,675	1,005,405	32,727	3.36%	5.28%
72520	Support Services - Personnel	659,495	663,990	708,100	44,110	6.64%	7.37%
72610	Support Services - Oper. Of Plant	6,334,942	6,272,020	6,782,461	510,441	8.14%	7.06%
72620	Support Services - Maint. Of Plant	3,211,277	3,363,837	3,234,941	(128,896)	-3.83%	0.74%
72710	Support Services - Transportation	4,616,330	4,784,870	4,551,649	(233,219)	-4.87%	-1.40%
73300	Community Service	471,700	468,005	512,205	44,198	9.44%	8.59%
73400	Early Childhood Education	1,096,655	1,173,395	1,085,684	(87,712)	-7.48%	0.00%
82130	Issuance Costs/Capital Outlay-Bonds	-	-	-	-	NA	NA
76100	Regular Capital Outlay	202,365	202,365	152,500	(49,865)	-24.64%	-24.64%
99100	Other Uses/Transfers	217,590	217,590	217,612	22	0.01%	0.01%
GRAND TOTAL EXPENDITURES		\$ 117,031,151	\$ 118,518,796	\$ 118,459,383	\$ (59,419)	-0.05%	1.22%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

71100--REGULAR INSTRUCTION							
Acct. No.	Description/Explanation	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
116	Teachers <i>571 positions including steps and degree changes.</i>	\$ 39,350,000	\$ 39,914,200	\$ 39,412,600	\$ (501,600)	-1.26%	0.16%
117	Career Ladder Program <i>State flow-thru.</i>	21,000	24,000	22,000	(2,000)	-8.33%	4.76%
127	Career Ladder Extended Contracts <i>State flow-thru.</i>	-	-	-	-	NA	NA
163	Educational Assistants <i>132 positions including steps.</i>	3,595,000	3,577,955	3,721,015	143,060	4.00%	3.51%
172	Instructional Coach <i>13 positions</i>	-	-	-	-	NA	NA
188	Bonus Payments	1,188,000	1,228,000	-	(1,228,000)	-100.00%	-100.00%
189	Other Salaries and Wages	-	-	-	-	NA	NA
195	Substitute Teachers (Certified)	117,340	92,250	115,000	22,750	24.66%	-1.99%
198	Substitute Teachers (Non-Certified)	671,300	522,750	537,750	15,000	2.87%	-19.89%
201	Social Security <i>6.2% matching.</i>	2,744,825	2,812,270	2,716,120	(96,150)	-3.42%	-1.05%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	3,240,000	3,320,240	3,400,880	80,639	2.43%	4.97%
206	Life Insurance <i>Annual life coverage.</i>	100,000	111,365	109,500	(1,865)	-1.67%	9.50%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	6,700,000	6,956,985	6,732,200	(224,785)	-3.23%	0.48%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	155,000	176,345	157,815	(18,530)	-10.51%	1.82%
212	Medicare <i>1.45% matching.</i>	641,935	657,381	635,225	(22,155)	-3.37%	-1.05%
217	Retirement-Hybrid Stabilization	235,000	250,655	225,000	(25,655)	-10.24%	-4.26%
299	Other Fringe Benefits	-	-	-	-	NA	NA
336	Maint. and Repair - Equipment <i>Instructional Equipment.</i>	2,000	5,000	5,000	-	0.00%	150.00%
399	Other Contracted Services <i>Copier Lease, etc. (Software moved to 429)</i>	27,500	27,500	27,500	-	0.00%	0.00%
429	Inst. Supplies and Materials <i>\$14.50/pupil; \$200/tchr; Art @ \$2/pupil, Software, etc.</i>	1,045,745	1,799,646	1,414,515	(385,131)	-21.40%	35.26%
449	Textbooks <i>Science, Social Studies, etc.</i>	312,000	312,040	79,785	(232,255)	-74.43%	-74.43%
499	Other Supplies and Materials <i>\$20/student (Equipment).</i>	177,635	188,400	181,340	(7,060)	-3.75%	2.09%
595	Tisa On-Behalf Payments	-	-	-	-	NA	NA
599	Other Charges <i>Attendance certificates, band, etc.</i>	79,200	79,275	43,000	(36,275)	-45.76%	-45.71%
722	Regular Instruction Equipment <i>Misc. Tech. Equip, Instructional Equip.</i>	322,760	322,768	316,940	(5,828)	-1.81%	-1.80%
TOTAL REG. INSTR.		\$ 60,726,241	\$ 62,379,025	\$ 59,853,185	\$ (2,525,840)	-4.05%	-1.44%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

71200--SPECIAL EDUCATION INSTRUCTION							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
116	Teachers <i>81 positions including steps & degree changes.</i>	\$5,387,400	\$5,240,250	\$5,632,300	\$ 392,050	7.48%	4.55%
117	Career Ladder Program <i>State flow-thru.</i>	3,000	5,000	3,000	(2,000)	-40.00%	0.00%
127	Career Ladder Extended Contracts <i>State flow-thru.</i>	-	-	-	-	NA	NA
163	Educational Assistants <i>150.33 positions including steps.</i>	3,638,700	3,220,400	3,957,135	736,735	22.88%	8.75%
171	Speech Teachers <i>14 positions including steps.</i>	981,700	952,480	1,013,625	61,145	6.42%	3.25%
188	Bonus Payments	188,000	194,000	-	(194,000)	-100.00%	-100.00%
189	Other Salaries & Wages	-	-	-	-	NA	NA
195	Substitute Teachers (Certified)	27,450	27,450	27,450	-	0.00%	0.00%
198	Substitute Teachers (Non-Certified)	220,000	155,550	185,550	30,000	19.29%	-15.66%
201	Social Security <i>6.2% matching.</i>	634,032	607,300	670,785	63,485	10.45%	5.80%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	868,750	851,075	978,185	127,110	14.94%	12.60%
206	Life Insurance <i>Annual life coverage.</i>	28,340	25,000	27,000	2,000	8.00%	-4.73%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	2,022,465	1,907,100	2,150,000	242,900	12.74%	6.31%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	47,395	50,695	49,500	(1,195)	-2.36%	4.44%
212	Medicare <i>1.45% matching.</i>	148,285	142,030	156,880	14,850	10.46%	5.80%
217	Retirement-Hybrid Stabilization	37,000	41,940	41,940	-	0.00%	13.35%
299	Other Fringe Benefits	-	-	-	-	NA	NA
311	Contracts w/Other School Systems	5,000	12,000	12,000	-	0.00%	140.00%
312	Contracts w/Private Agencies <i>Genesis Learning Centers.</i>	335,000	186,290	186,290	-	0.00%	-44.39%
399	Other Contracted Services <i>Speech and hearing contracts.</i>	5,000	5,000	5,000	-	0.00%	0.00%
429	Inst. Supplies and Materials <i>Curriculum and assistive technology.</i>	83,000	83,000	95,500	12,500	15.06%	15.06%
499	Other Supplies and Materials <i>Workbooks, gloves, etc.</i>	15,000	15,000	20,000	5,000	33.33%	33.33%
595	Tisa On-Behalf Payments	30,000	30,000	30,000	-	0.00%	0.00%
599	Other Charges	3,976	3,976	-	(3,976)	-100.00%	-100.00%
725	Special Education Equipment <i>Assistive technology devices & laptops.</i>	203,700	203,710	149,720	(53,990)	-26.50%	-26.50%
TOTAL SPECIAL ED INSTR.		\$14,913,193	\$13,959,246	\$15,391,860	\$1,432,614	10.26%	3.21%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72110--STUDENT SERVICES - ATTENDANCE							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
189	Other Salaries & Wages <i>3 positions.</i>	\$116,000	\$115,675	\$188,000	\$ 72,325	62.52%	62.07%
201	Social Security <i>6.2% matching.</i>	7,195	7,175	11,660	4,485	62.51%	62.06%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	14,120	13,905	22,880	8,974	64.54%	62.03%
206	Life Insurance <i>Annual life coverage.</i>	200	300	475	175	58.33%	137.50%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	24,800	37,715	47,600	9,885	26.21%	91.94%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	405	460	960	500	108.70%	137.04%
212	Medicare <i>1.45% matching.</i>	1,685	1,860	2,730	870	46.77%	62.02%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Monthly cell phone charges.</i>	-	-	-	-	NA	NA
355	Travel <i>Mileage reimbursement.</i>	500	765	1,500	735	96.08%	200.00%
399	Other Contracted Services <i>Skyward</i>	9,000	9,300	156,075	146,775	1578.23%	1634.17%
499	Other Supplies and Materials <i>Attendance supplies - Plotter paper, registration cards, etc.</i>	1,000	1,000	1,000	-	0.00%	0.00%
524	In-Service/Staff Development	2,300	2,300	2,600	300	13.04%	13.04%
599	Other Charges <i>Miscellaneous supplies and contingency.</i>	250	250	250	-	0.00%	0.00%
704	Attendance Equipment	2,000	2,000	12,250	10,250	512.50%	512.50%
TOTAL ATTENDANCE		\$179,455	\$192,705	\$447,981	\$255,276	132.47%	149.63%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72120--STUDENT SUPPORT SERVICES - HEALTH							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director	\$ 26,170	\$ 26,170	\$ -	\$ (26,170)	-100.00%	-100.00%
131	Medical Personnel <i>11 LPN's & 5 RN's including steps.</i>	735,000	759,460	771,115	11,655	1.53%	4.91%
161	Secretary	-	-	-	-	NA	NA
189	Other Salaries and Wages <i>Sub Nurses</i>	27,200	27,200	20,000	(7,200)	-26.47%	-26.47%
201	Social Security <i>6.2% matching.</i>	48,880	50,395	49,050	(1,344)	-2.67%	0.35%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	66,500	74,255	62,850	(11,405)	-15.36%	-5.49%
206	Life Insurance <i>Annual life coverage.</i>	1,800	2,000	2,000	-	0.00%	11.11%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	135,000	160,000	130,500	(29,500)	-18.44%	-3.33%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	3,000	4,000	3,500	(500)	-12.50%	16.67%
212	Medicare <i>1.45% matching.</i>	11,435	11,790	11,475	(315)	-2.67%	0.35%
217	Retirement-Hybrid Stabilization	7,000	6,500	6,500	-	0.00%	-7.14%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Cell phones for nurses.</i>	600	600	600	-	0.00%	0.00%
355	Travel <i>Mileage reimbursement.</i>	1,000	1,500	1,500	-	0.00%	50.00%
399	Other Contracted Services <i>SNAP, Stericycle, Etc.</i>	20,000	20,000	21,000	1,000	5.00%	5.00%
413	Drugs and Medical Supplies <i>First aid kits, hepatitis shots, etc.</i>	7,000	7,000	7,000	-	0.00%	0.00%
499	Other Supplies and Materials <i>Supplies for schools.</i>	7,000	7,000	7,000	-	0.00%	0.00%
524	In-Service/Staff Development	3,500	3,500	3,500	-	0.00%	0.00%
599	Other Charges <i>CSH matching.</i>	25,000	25,500	8,500	(17,000)	-66.67%	-66.00%
790	Equipment	6,000	6,000	6,000	-	0.00%	0.00%
TOTAL HEALTH		\$ 1,132,085	\$ 1,192,870	\$1,112,090	(\$80,780)	-6.77%	-1.77%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72130--STUDENT SUPPORT SERVICES - OTHER							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director .5 position.	\$ 70,210	\$ 70,210	\$ 75,835	\$ 5,625	8.01%	8.01%
117	Career Ladder Program State flow-thru.	2,000	2,000	2,000	-	0.00%	0.00%
123	Guidance Personnel 20 positions including steps.	1,517,435	1,494,945	1,500,900	5,955	0.40%	-1.09%
127	Career Ladder Extended Contracts State flow-thru.	-	-	-	-	NA	NA
130	Social Workers 5 including steps.	351,785	351,785	363,400	11,615	3.30%	3.30%
188	Bonus Payments	40,000	40,000	-	(40,000)	-100.00%	-100.00%
189	Other Salaries & Wages 2 Behavior Coordinator including step, 4 Mental Health, 14 EAs & .5 Adm.	700,000	703,850	918,915	215,065	30.56%	31.27%
201	Social Security 6.2% matching.	166,250	165,095	177,385	12,290	7.44%	6.70%
204	State Retirement 6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).	227,950	227,950	249,560	21,609	9.48%	9.48%
206	Life Insurance Annual coverage.	6,000	7,000	7,500	500	7.14%	25.00%
207	Health/Medical Insurance Current with 1% increase effective Jan 2027.	387,000	426,755	483,000	56,245	13.18%	24.81%
208	Dental Insurance Current with 3% increase effective Jan 2027.	9,000	10,500	10,500	-	0.00%	16.67%
212	Medicare 1.45% matching.	38,885	38,610	41,485	2,875	7.45%	6.69%
217	Retirement-Hybrid Stabilization	15,200	16,400	15,000	(1,400)	-8.54%	-1.32%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication	6,000	6,900	6,900	-	0.00%	15.00%
322	Evaluation and Testing System-wide benchmark testing	80,000	83,000	144,500	61,500	74.10%	80.63%
355	Travel Mileage reimbursement.	3,500	3,500	4,500	1,000	28.57%	28.57%
399	Other Contracted Services Propio, Translator, (originally budgeted under 72210) & etc.	15,000	15,000	25,000	10,000	66.67%	66.67%
499	Other Supplies and Materials School allocation - \$300 per position, etc.	17,000	17,100	22,600	5,500	32.16%	32.94%
524	In-Service/Staff Development	15,000	15,500	26,255	10,755	69.39%	75.03%
599	Other Charges	13,000	13,191	5,000	(8,191)	-62.10%	-61.54%
790	Equipment	2,000	2,000	2,000	-	0.00%	0.00%
TOTAL OTHER SUPPORT		\$3,683,214	\$3,711,291	\$ 4,082,235	\$ 370,943	9.99%	10.83%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72210--STUDENT SUPPORT SERVICES - REGULAR INSTRUCTION							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director .6 position.	\$82,625	\$82,625	\$84,810	2,185	2.64%	2.64%
117	Career Ladder Program State flow-thru.	4,000	5,000	4,000	(1,000)	-20.00%	0.00%
127	Career Ladder Extended Contracts State flow-thru.	-	-	-	-	NA	NA
129	Librarians/Media Specialists 13 positions including steps.	988,000	1,000,655	1,032,610	31,955	3.19%	4.52%
138	Instr. Support Personnel 6.5 positions.	585,000	603,300	603,000	(300)	-0.05%	3.08%
161	Secretaries 2 positions.	70,000	70,335	74,725	4,390	6.24%	6.75%
163	Educational Assistants 13 MDAs	102,400	103,560	151,630	48,070	46.42%	48.08%
172	Instructional Coaches 13 positions including steps.	1,094,155	1,071,690	1,154,000	82,310	7.68%	5.47%
188	Bonus Payments	26,000	36,000	-	(36,000)	-100.00%	-100.00%
189	Other Salaries and Wages 1 Interpreter.	40,500	40,055	38,000	(2,055)	-5.13%	-6.17%
201	Social Security 6.2% matching.	185,550	186,826	194,855	8,029	4.30%	5.01%
204	State Retirement 6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).	190,510	197,556	204,520	6,963	3.52%	7.35%
206	Life Insurance Annual cost.	6,200	7,635	7,700	65	0.85%	24.19%
207	Health/Medical Insurance Current with 1% increase effective Jan 2027.	400,000	413,575	403,000	(10,575)	-2.56%	0.75%
208	Dental Insurance Current with 3% increase effective Jan 2027.	8,500	10,155	10,000	(155)	-1.53%	17.65%
212	Medicare 1.45% matching.	43,395	44,025	45,570	1,545	3.51%	5.01%
217	Retirement-Hybrid Stabilization	5,100	4,985	5,500	515	10.33%	7.84%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication Monthly phone service.	1,200	1,200	1,200	-	0.00%	0.00%
355	Travel Mileage reimbursement.	9,300	10,000	12,000	2,000	20.00%	29.03%
399	Other Contracted Services Digital records, 504, etc.	115,000	122,660	50,000	(72,660)	-59.24%	-56.52%
432	Library Books 9062 x \$6.00 & Destiny.	70,000	75,000	75,500	500	0.67%	7.86%
499	Other Supplies and Materials	4,000	6,000	11,500	5,500	91.67%	187.50%
524	In-Service/Staff Development	137,400	137,400	75,000	(62,400)	-45.41%	-45.41%
599	Other Charges	-	-	-	-	NA	NA
790	Equipment Scanners for Digital records, etc.	13,100	13,100	5,000	(8,100)	-61.83%	-61.83%
TOTAL INSTR. SUPPORT		\$4,181,935	\$4,243,337	\$4,244,120	\$783	0.02%	1.49%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72220--STUDENT SUPPORT SERVICES - SPECIAL EDUCATION INSTRUCTION							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director <i>1 position.</i>	\$120,415	\$120,415	\$123,770	\$ 3,355	2.79%	2.79%
117	Career Ladder Program <i>State flow-thru.</i>	1,000	1,000	1,000	-	0.00%	0.00%
124	Psychological Personnel <i>9 positions including steps.</i>	715,500	737,805	749,275	11,470	1.55%	4.72%
131	Medical Personnel <i>1 OT & 3 COTA including steps.</i>	201,680	197,865	206,880	9,015	4.56%	2.58%
161	Secretary	-	-	-	-	NA	NA
188	Bonus Payments	22,000	26,000	-	(26,000)	-100.00%	-100.00%
189	Other Salaries and Wages <i>11.5 Positions-4 Gifted including steps.</i>	938,390	916,945	994,655	77,710	8.47%	6.00%
201	Social Security <i>6.2% matching.</i>	123,940	124,005	128,690	4,684	3.78%	3.83%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	144,595	142,065	157,240	15,175	10.68%	8.75%
206	Life Insurance <i>Annual cost.</i>	5,000	5,300	6,000	700	13.21%	20.00%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	275,000	288,760	273,000	(15,760)	-5.46%	-0.73%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	6,000	6,695	6,000	(695)	-10.38%	0.00%
212	Medicare <i>1.45% matching.</i>	28,985	29,005	30,100	1,095	3.77%	3.85%
217	Retirement-Hybrid Stabilization	14,500	15,260	15,260	-	0.00%	5.24%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Monthly cell phone charges.</i>	2,000	3,000	3,000	-	0.00%	50.00%
312	Contracts with Private Agencies <i>PCG</i>	40,000	40,000	40,000	-	0.00%	0.00%
322	Evaluation and Testing <i>Gifted Testing</i>	-	-	-	-	NA	NA
355	Travel <i>Mileage reimbursement.</i>	8,000	5,000	8,000	3,000	60.00%	0.00%
399	Other Contracted Services <i>Project Play</i>	299,950	299,950	299,950	-	0.00%	0.00%
499	Other Supplies and Materials <i>New Psych. Protocols & Instructional supplies.</i>	60,000	60,000	60,000	-	0.00%	0.00%
524	In-Service/Staff Development	40,000	45,250	45,250	-	0.00%	13.13%
599	Other Charges	-	-	-	-	NA	NA
790	Equipment	30,000	3,000	10,000	7,000	233.33%	-66.67%
TOTAL SP. ED. SUPPORT		\$3,076,955	\$3,067,320	\$3,158,070	\$ 90,749	2.96%	2.64%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72250--SUPPORT SERVICE - TECHNOLOGY							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director <i>1 position.</i>	\$106,975	\$106,975	\$108,975	\$ 2,000	1.87%	1.87%
121	Data Processing Personnel <i>1 network engineer, 1 security/systems adm, 1 network adm, 2 network support tech, 1 cabling tech, Webmaster .15 (73300 & Nutrition) & 7 technicians including steps.</i>	811,500	813,295	910,250	96,955	11.92%	12.17%
162	Clerical Personnel <i>1 position.</i>	20,000	36,745	-	(36,745)	-100.00%	-100.00%
201	Social Security <i>6.2% matching.</i>	58,185	59,335	63,195	3,859	6.50%	8.61%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	114,215	116,470	124,040	7,569	6.50%	8.60%
206	Life Insurance <i>Annual cost.</i>	2,300	2,500	2,700	200	8.00%	17.39%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	145,000	157,155	160,000	2,845	1.81%	10.34%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	38,000	4,000	4,000	-	0.00%	-89.47%
212	Medicare <i>1.45% matching.</i>	13,610	13,880	14,780	900	6.48%	8.60%
217	Retirement-Hybrid Stabilization	-	-	-	-	NA	NA
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Monthly phone charges.</i>	8,500	9,500	10,080	580	6.11%	18.59%
317	Data Processing Services <i>Cisco Smartnet, Webex, Etc.</i>	80,000	82,000	132,000	50,000	60.98%	65.00%
350	Internet Connectivity <i>Internet Services.</i>	375,000	377,000	202,000	(175,000)	-46.42%	-46.13%
355	Travel <i>Mileage reimbursement.</i>	4,000	4,500	4,500	-	0.00%	12.50%
399	Other Contracted Services <i>Skyward, FMX, Etc.</i>	90,000	94,000	100,000	6,000	6.38%	11.11%
435	Office Supplies	4,000	4,000	4,000	-	0.00%	0.00%
470	Cabling	65,000	25,000	25,000	-	0.00%	-61.54%
471	Software <i>Dell License Renewal, VEEAM, Barracuda, Malware, Etc.</i>	580,000	580,000	532,000	(48,000)	-8.28%	-8.28%
524	In-Service/Staff Development	24,000	25,500	25,500	-	0.00%	6.25%
599	Other Charges	13,000	15,000	15,000	-	0.00%	15.38%
709	Technology Equipment <i>Firewall & Network equipment.</i>	300,000	300,000	300,000	-	0.00%	0.00%
TOTAL OTHER SUPPORT		\$2,853,286	\$2,826,855	\$2,738,020	(\$88,835)	-3.14%	-4.04%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72310--ADMINISTRATIVE SUPPORT - BOARD OF EDUCATION							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
189	Other Salaries & Wages <i>Legal & Secretary to the Board (10%).</i>	\$136,500	\$136,280	\$139,240	\$ 2,960	2.17%	2.01%
191	Board Members Fees <i>6 @ \$800 per month & 1 @ \$900 per month.</i>	68,400	68,400	68,400	-	0.00%	0.00%
196	In-Service Training <i>Board Member training expenses.</i>	15,000	18,010	18,010	-	0.00%	20.07%
201	Social Security <i>6.2% matching.</i>	12,705	12,690	12,875	184	1.45%	1.34%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	16,615	16,585	16,950	364	2.19%	2.01%
206	Life Insurance <i>Annual Cost.</i>	250	350	375	25	7.14%	50.00%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	25,000	42,700	42,500	(200)	-0.47%	70.00%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	320	350	350	-	0.00%	9.38%
210	Unemployment Compensation <i>Unemployment benefits paid.</i>	30,000	40,000	40,000	-	0.00%	33.33%
212	Medicare <i>1.45% of Board Member fees.</i>	2,975	2,970	3,015	45	1.51%	1.34%
299	Other Fringe Benefits <i>65+ supplements. (2)</i>	1,600	1,600	1,600	-	0.00%	0.00%
305	Audit Services <i>Annual contract.</i>	58,350	58,350	62,000	3,650	6.26%	6.26%
307	Communication	4,000	4,200	4,200	-	0.00%	5.00%
320	Dues and Memberships <i>TSBA, Chamber of Commerce, etc.</i>	14,000	15,000	12,000	(3,000)	-20.00%	-14.29%
331	Legal Services <i>Schools' portion for City Legal Department.</i>	17,000	35,000	35,000	-	0.00%	105.88%
355	Travel <i>Travel portion of Board In-Service expenses.</i>	1,000	2,000	2,000	-	0.00%	100.00%
399	Other Contracted Services <i>Consultants, Public Relations, School Messenger, and contingency.</i>	25,000	22,000	25,000	3,000	13.64%	0.00%
506	Liability Insurance	550,000	550,000	630,000	80,000	14.55%	14.55%
508	Premiums on Corporate Surety Bonds <i>State Bond for fiscal agent, notary bonds and bonded employees.</i>	3,000	5,000	5,000	-	0.00%	66.67%
510	Trustees Commission <i>Based upon County revenue. 1% on Sales and 2% on Property Taxes.</i>	467,990	456,400	502,015	45,615	9.99%	7.27%
513	Workers Compensation Insurance <i>Workers comp insurance for General, Federal and Nutrition employees.</i>	577,445	600,000	625,000	25,000	4.17%	8.24%
533	Criminal Investigation of Applicants <i>Background checks.</i>	40,000	50,000	50,000	-	0.00%	25.00%
599	Other Charges <i>Retirement gifts, memorials and contingency.</i>	13,000	13,000	15,000	2,000	15.38%	15.38%
TOTAL BOARD OF EDUC.		\$2,080,150	\$2,150,885	\$2,310,529	\$159,644	7.42%	11.08%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72320--ADMINISTRATIVE SUPPORT - OFFICE OF DIRECTOR							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
101	Administrative Officer <i>Contract amount.</i>	\$184,500	\$184,500	\$188,190	\$ 3,690	2.00%	2.00%
117	Career Ladder Program <i>State flow-thru.</i>	-	-	-	-	NA	NA
161	Secretaries <i>1 position (90%).</i>	56,000	54,260	55,765	1,505	2.77%	-0.42%
162	Clerical Personnel <i>1 position.</i>	34,000	32,935	34,095	1,160	3.52%	0.28%
189	Other Salaries & Wages <i>1 position.</i>	28,000	35,940	23,720	(12,220)	-34.00%	-15.29%
196	In-Service Training <i>State flow-thru.</i>	-	-	-	-	NA	NA
201	Social Security <i>6.2% matching.</i>	18,755	19,075	18,710	(365)	-1.91%	-0.24%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	26,925	25,635	25,775	140	0.55%	-4.27%
206	Life Insurance <i>Annual cost.</i>	500	800	800	-	0.00%	60.00%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	37,500	33,600	26,500	(7,100)	-21.13%	-29.33%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	850	1,000	550	(450)	-45.00%	-35.29%
212	Medicare <i>1.45% matching.</i>	4,390	4,465	4,380	(85)	-1.90%	-0.24%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>C.O. phone bills.</i>	10,000	15,000	15,000	-	0.00%	50.00%
320	Dues and Memberships <i>TOSS</i>	5,000	5,600	8,000	2,400	42.86%	60.00%
348	Postal Charges <i>Postage, supplies and meter rental.</i>	10,000	14,000	14,000	-	0.00%	40.00%
355	Travel <i>Mileage reimbursement</i>	3,000	3,000	4,000	1,000	33.33%	33.33%
399	Other Contracted Services <i>Office machine usage and repair contracts.</i>	15,000	15,000	15,000	-	0.00%	0.00%
435	Office Supplies <i>C.O. supplies only.</i>	8,000	8,000	8,000	-	0.00%	0.00%
524	In-Service/Staff Development	7,500	5,500	8,000	2,500	45.45%	6.67%
599	Other Charges <i>Miscellaneous.</i>	12,000	12,000	12,000	-	0.00%	0.00%
701	Administration Equipment	5,000	5,000	5,000	-	0.00%	0.00%
TOTAL OFFICE OF SUPT.		\$466,920	\$475,310	\$467,485	(\$7,825)	-1.65%	0.12%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72410--ADMINISTRATIVE SUPPORT - OFFICE OF PRINCIPAL							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
104	Principals <i>14 positions including steps.</i>	\$1,607,720	\$1,649,205	\$1,674,795	\$ 25,590	1.55%	4.17%
117	Career Ladder Program <i>State flow-thru.</i>	3,000	3,000	1,000	(2,000)	-66.67%	-66.67%
139	Assistant Principals <i>17 at 10.5 months including steps.</i>	1,595,500	1,609,380	1,666,040	56,660	3.52%	4.42%
161	Secretary/Bookkeepers <i>13 positions including steps.</i>	532,100	544,565	556,375	11,810	2.17%	4.56%
162	Clerical	-	-	-	-	NA	NA
189	Other Salaries and Wages <i>15 Office E.A.'s and 13 Technical Secretaries (plus \$2,500 for sub) including steps.</i>	780,000	838,160	894,500	56,340	6.72%	14.68%
201	Social Security <i>6.2% matching.</i>	280,140	287,950	297,150	9,200	3.19%	6.07%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	370,848	362,300	389,625	27,325	7.54%	5.06%
206	Life Insurance <i>Annual cost.</i>	10,000	12,000	12,000	-	0.00%	20.00%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	590,860	683,620	702,000	18,380	2.69%	18.81%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	16,200	17,500	17,500	-	0.00%	8.02%
212	Medicare <i>1.45% matching.</i>	65,520	67,345	69,495	2,150	3.19%	6.07%
217	Retirement-Hybrid Stabilization	4,000	8,500	6,500	(2,000)	-23.53%	62.50%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>School phone bills.</i>	75,000	75,000	75,000	-	0.00%	0.00%
348	Postal Charges <i>Mailing student records.</i>	-	-	-	-	NA	NA
355	Mileage <i>Bookkeeper Mileage.</i>	3,500	5,000	5,000	-	0.00%	42.86%
524	In-Service/Staff Development	-	-	-	-	NA	NA
599	Other Charges <i>Administrative Discretion Allocations \$4.00 @ 9062</i>	38,000	37,680	36,270	(1,410)	-3.74%	-4.55%
TOTAL PRINCIPAL OFFICE		\$5,972,388	\$6,201,205	\$6,403,251	\$202,046	3.26%	7.21%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72510--ADMINISTRATIVE SUPPORT - FISCAL SERVICES							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director <i>2 positions.</i>	\$213,120	\$213,120	\$217,240	\$ 4,120	1.93%	1.93%
119	Accountants/Bookkeepers <i>6 positions.</i>	297,515	297,515	311,100	13,585	4.57%	4.57%
122	Purchasing Personnel <i>1 position.</i>	39,880	53,800	50,480	(3,320)	-6.17%	26.58%
161	Secretaries <i>1 position.</i>	51,500	51,500	54,480	2,980	5.79%	5.79%
189	Other Salaries and Wages	-	-	-	-	NA	NA
201	Social Security <i>6.2% matching.</i>	37,325	38,190	39,265	1,074	2.81%	5.20%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	73,265	74,960	77,075	2,114	2.82%	5.20%
206	Life Insurance <i>Annual cost.</i>	1,200	1,650	1,600	(50)	-3.03%	33.33%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	135,500	135,525	140,000	4,475	3.30%	3.32%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	2,800	3,300	2,800	(500)	-15.15%	0.00%
212	Medicare <i>1.45% matching.</i>	8,730	8,935	9,185	249	2.79%	5.21%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Cell phone.</i>	1,000	1,200	1,200	-	0.00%	20.00%
355	Travel <i>Mileage reimbursement.</i>	1,000	1,180	1,180	-	0.00%	18.00%
399	Other Contracted Services <i>Skyward.</i>	72,340	72,000	76,000	4,000	5.56%	5.06%
411	Data Processing Supplies <i>Checks, printer cartridges, etc.</i>	5,800	5,800	5,800	-	0.00%	0.00%
524	In-Service/Staff Development	7,500	7,500	8,500	1,000	13.33%	13.33%
599	Other Charges <i>Contingency.</i>	3,500	3,500	3,500	-	0.00%	0.00%
701	Administration Equipment <i>Finance department equipment.</i>	3,000	3,000	6,000	3,000	100.00%	100.00%
TOTAL FISCAL SERVICES		\$954,975	\$972,675	\$1,005,405	\$ 32,727	3.36%	5.28%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72520--SUPPORT SERVICE - PERSONNEL							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director <i>2 Positions.</i>	\$266,155	\$266,200	\$275,135	\$ 8,935	3.36%	3.37%
121	Data Processing Personnel <i>1 position.</i>	53,500	53,500	60,000	6,500	12.15%	12.15%
189	Other Salaries & Wages <i>3 positions.</i>	128,700	128,740	130,820	2,080	1.62%	1.65%
201	Social Security <i>6.2% matching.</i>	27,800	27,805	28,890	1,085	3.90%	3.92%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	37,535	37,540	40,695	3,154	8.40%	8.42%
206	Life Insurance <i>Annual cost.</i>	1,000	1,200	1,200	-	0.00%	20.00%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	50,000	50,700	67,000	16,300	32.15%	34.00%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	1,100	1,600	1,400	(200)	-12.50%	27.27%
212	Medicare <i>1.45% matching.</i>	6,505	6,505	6,760	255	3.92%	3.92%
217	Retirement-Hybrid Stabilization	-	-	-	-	NA	NA
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication	1,200	1,200	1,200	-	0.00%	0.00%
355	Travel <i>Mileage reimbursement.</i>	2,500	3,000	3,500	500	16.67%	40.00%
399	Other Contracted Services <i>Skyward, Subfinder(Frontline), Online app contract(My Smart Hire), etc.</i>	60,000	61,000	65,000	4,000	6.56%	8.33%
435	Office Supplies <i>Personnel supplies.</i>	1,500	2,000	2,000	-	0.00%	33.33%
524	In-Service/Staff Development <i>Workshops, meetings, recruitment, etc.</i>	13,000	13,500	13,500	-	0.00%	3.85%
599	Other Charges	6,000	6,500	6,500	-	0.00%	8.33%
701	Data Processing Equipment <i>Equipment used in personnel department.</i>	3,000	3,000	3,000	-	0.00%	0.00%
790	Other Equipment <i>ADA Equipment</i>	-	-	1,500	1,500	NA	NA
TOTAL PERSONNEL		\$659,495	\$663,990	\$708,100	\$44,110	6.64%	7.37%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72610--SUPPORT SERVICE - OPERATION OF PLANT							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
141	Foreman <i>Grounds crew leader including steps.</i>	\$45,000	\$48,300	\$96,125	\$ 47,825	99.02%	113.61%
166	Custodial Personnel	-	-	-	-	NA	NA
168	Temporary Personnel <i>Grass cutters. Seasonal employees.</i>	-	-	-	-	NA	NA
189	Other Salaries and Wages <i>4 full-time yard positions including steps & .5 Warehouse.</i>	155,000	170,000	181,830	11,830	6.96%	17.31%
198	Substitute Custodians <i>Provided through janitorial service.</i>	-	-	-	-	NA	NA
201	Social Security <i>6.2% matching.</i>	12,400	13,535	17,235	3,700	27.34%	38.99%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	24,340	26,570	31,395	4,825	18.16%	28.99%
206	Life Insurance <i>Annual cost.</i>	450	500	650	150	30.00%	44.44%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	30,000	39,500	50,500	11,000	27.85%	68.33%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	1,400	1,500	1,500	-	0.00%	7.14%
212	Medicare <i>1.45% matching.</i>	2,902	3,165	4,030	865	27.34%	38.88%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication	-	-	3,600	3,600	NA	NA
328	Janitorial Service	2,895,450	2,895,450	3,162,095	266,645	9.21%	9.21%
336	Maint. and Repair - Equipment	-	-	-	-	NA	NA
355	Travel	-	-	-	-	NA	NA
399	Other Contracted Services <i>Pest control, grass cutting, etc.</i>	210,000	210,000	210,000	-	0.00%	0.00%
410	Custodial Supplies <i>Cleaning supplies, light bulbs, trash bags, etc.</i>	-	-	-	-	NA	NA
415	Electricity	2,200,000	2,050,000	2,200,000	150,000	7.32%	0.00%
434	Natural Gas	400,000	450,000	450,000	-	0.00%	12.50%
451	Uniforms	-	-	-	-	NA	NA
454	Water and Sewer	350,000	355,000	365,000	10,000	2.82%	4.29%
501	Boiler Insurance <i>Insurance and certificates.</i>	8,000	8,500	8,500	-	0.00%	6.25%
502	Building and Content Insurance	-	-	-	-	NA	NA
524	In-Service/Staff Development	-	-	-	-	NA	NA
599	Other Charges <i>Miscellaneous supplies and contingency.</i>	-	-	-	-	NA	NA
718	Motor Vehicles	-	-	-	-	NA	NA
720	Plant Operation Equipment	-	-	-	-	NA	NA
790	Equipment	-	-	-	-	NA	NA
TOTAL PLANT OPER.		\$6,334,942	\$6,272,020	\$6,782,461	\$510,441	8.14%	7.06%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72620--SUPPORT SERVICE - MAINTENANCE OF PLANT							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director <i>1 position.</i>	\$100,675	\$100,675	\$102,550	\$ 1,875	1.86%	1.86%
161	Clerical Personnel <i>1 position.</i>	48,000	49,810	50,700	890	1.79%	5.63%
167	Maintenance Personnel <i>14 Technicians, 2 movers, 1 painter, 1 Safety and 1 assistant supervisor including steps.</i>	1,040,000	1,111,920	1,142,645	30,725	2.76%	9.87%
201	Social Security <i>6.2% matching.</i>	73,701	78,270	80,345	2,075	2.65%	9.02%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	144,663	153,635	157,710	4,075	2.65%	9.02%
206	Life Insurance <i>Annual cost.</i>	2,500	3,200	3,200	-	0.00%	28.00%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	170,000	218,100	175,000	(43,100)	-19.76%	2.94%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	5,500	5,800	5,500	(300)	-5.17%	0.00%
212	Medicare <i>1.45% matching.</i>	17,239	18,305	18,790	485	2.65%	9.00%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Shop phone bill and cell phone bill.</i>	10,000	13,000	10,000	(3,000)	-23.08%	0.00%
335	Maint. and Repair - Buildings <i>Locks, door glass, floor tiles, plumbing supplies, paint, etc.</i>	550,000	550,000	550,000	-	0.00%	0.00%
336	Maint. and Repair - Equipment <i>Two-way radios, PA systems, compressors & parts.</i>	450,000	450,000	410,000	(40,000)	-8.89%	-8.89%
338	Maint. and Repair - Vehicles	-	-	40,000	40,000	NA	NA
355	Travel	1,500	2,000	2,000	-	0.00%	33.33%
399	Other Contracted Services <i>School Gate Guardian, FMX, Vestis, etc. Fire Monitoring, Inspections, Etc.</i>	140,000	140,000	140,000	-	0.00%	0.00%
425	Gasoline	-	-	25,000	25,000	NA	NA
451	Uniforms	1,500	2,500	2,500	-	0.00%	66.67%
499	Other Supplies and Materials <i>Tools, parts, lumber, paint, mower supplies, etc.</i>	100,000	125,000	125,000	-	0.00%	25.00%
524	In-Service/Staff Development <i>Educational courses and seminars.</i>	8,000	8,000	7,000	(1,000)	-12.50%	-12.50%
599	Other Charges <i>Office supplies, contingency.</i>	40,000	50,000	50,000	-	0.00%	25.00%
701	Equipment	5,000	5,000	5,000	-	0.00%	0.00%
717	Maintenance Equipment	85,000	60,000	60,000	-	0.00%	-29.41%
790	Other Equipment	218,000	218,622	72,000	(146,622)	NA	NA
TOTAL PLANT MAINT.		\$3,211,277	\$3,363,837	\$3,234,941	(\$128,896)	-3.83%	0.74%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

72710--SUPPORT SERVICE - PUPIL TRANSPORTATION							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
105	Supervisor/Director <i>2 positions.</i>	\$138,305	\$138,305	\$142,970	\$ 4,665	3.37%	3.37%
142	Mechanics <i>3 positions.</i>	187,500	184,280	187,760	3,480	1.89%	0.14%
146	Bus Drivers <i>43 full-time equivalent routes plus field trips including steps.</i>	1,700,000	1,680,260	1,728,475	48,215	2.87%	1.68%
162	Clerical Personnel <i>3 positions.</i>	155,000	150,950	165,490	14,540	9.63%	6.77%
189	Other Salaries and Wages <i>18 Bus Aides plus contingency including steps.</i>	560,000	600,000	491,775	(108,225)	-18.04%	-12.18%
201	Social Security <i>6.2% matching.</i>	169,930	170,735	168,425	(2,309)	-1.35%	-0.89%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	333,600	327,660	330,595	2,935	0.90%	-0.90%
206	Life Insurance <i>Annual cost.</i>	5,500	7,200	6,800	(400)	-5.56%	23.64%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	550,000	642,000	532,500	(109,500)	-17.06%	-3.18%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	15,000	17,700	14,620	(3,080)	-17.40%	-2.53%
212	Medicare <i>1.45% matching.</i>	39,745	39,930	39,390	(540)	-1.35%	-0.89%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication	3,000	3,000	3,000	-	0.00%	0.00%
311	Contracts with Other School Systems	25,000	31,500	31,500	-	0.00%	26.00%
312	Contracts with Private Agencies	35,000	40,000	40,000	-	0.00%	14.29%
314	Contracts w/Public Carriers	-	-	-	-	NA	NA
338	Maint. and Repair - Vehicles <i>Labor for repair. Contingency.</i>	50,000	55,000	55,000	-	0.00%	10.00%
355	Travel <i>Mileage reimbursement.</i>	250	250	250	-	0.00%	0.00%
399	Other Contracted Services <i>Bus driver physicals and drug screening.</i>	66,000	66,500	81,500	15,000	22.56%	23.48%
412	Diesel Fuel	-	-	210,000	210,000	NA	NA
418	Equipment & Machinery Parts	-	-	10,000	10,000	NA	NA
424	Garage Supplies	-	-	10,000	10,000	NA	NA
425	Gasoline	215,000	230,000	20,000	(210,000)	-91.30%	-90.70%
433	Lubricants <i>Oil for vehicles.</i>	18,000	20,000	20,000	-	0.00%	11.11%
450	Tires and Tubes <i>Flat repair, new tires, etc.</i>	60,000	60,000	60,000	-	0.00%	0.00%
451	Uniforms	4,500	4,600	4,600	-	0.00%	2.22%
453	Vehicle Parts <i>Parts for repair.</i>	150,000	175,000	155,000	(20,000)	-11.43%	3.33%
511	Vehicle and Equipment Insurance	-	-	-	-	NA	NA
524	In-Service/Staff Development	10,000	10,000	7,000	(3,000)	-30.00%	-30.00%
599	Other Charges <i>Bus & office supplies.</i>	25,000	30,000	25,000	(5,000)	-16.67%	0.00%
729	Transportation Equipment <i>Camera replacements, Radios, and contingency.</i>	100,000	100,000	10,000	(90,000)	-90.00%	-90.00%
TOTAL TRANSPORTATION		\$4,616,330	\$4,784,870	\$4,551,649	\$ (233,219)	-4.87%	-1.40%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

73300--NON-INSTRUCTIONAL SERVICE - COMMUNITY SERVICE								
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.	
105	Supervisor/Director <i>Director of Communications.</i>	\$ 101,455	\$ 101,455	\$ 105,385	\$ 3,930	3.87%	3.87%	
117	<i>Career Ladder</i>	-	-	-	-	NA	NA	
161	Secretary	-	-	-	-	NA	NA	
162	Clerical Personnel <i>Webmaster shared with 72250 & Nutrition.</i>	64,420	64,420	65,590	1,170	1.82%	1.82%	
189	Other Salaries and Wages <i>2 positions-Com Assistant & Family Resource/Outreach Coordinator.</i>	98,000	98,565	104,395	5,830	5.91%	6.53%	
201	Social Security <i>6.2% matching.</i>	16,360	16,395	17,075	679	4.14%	4.37%	
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	32,115	32,185	33,515	1,329	4.13%	4.36%	
206	Life Insurance <i>Annual cost.</i>	600	700	700	-	0.00%	16.67%	
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	49,925	44,000	55,800	11,800	26.82%	11.77%	
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	820	950	850	(100)	-10.53%	3.66%	
212	Medicare <i>1.45% matching.</i>	3,830	3,835	3,995	160	4.17%	4.30%	
217	Retirement-Hybrid Stabilization	175	200	200	-	0.00%	14.29%	
299	Other Fringe Benefits	-	-	-	-	NA	NA	
307	Communication <i>Monthly phone charges.</i>	1,500	1,800	1,800	-	0.00%	20.00%	
355	Travel <i>Mileage reimbursement.</i>	2,500	3,000	3,200	200	6.67%	28.00%	
399	Other Contracted Services <i>Smore, School Web Sites, etc.</i>	42,500	42,500	54,000	11,500	27.06%	27.06%	
499	Other Supplies and Materials <i>Public relations supplies (brochures, ad specialties, etc.)</i>	5,000	5,000	5,000	-	0.00%	0.00%	
524	In-Service/Staff Development	7,500	7,500	9,200	1,700	22.67%	22.67%	
599	Other Charges <i>Miscellaneous supplies and contingency.</i>	40,000	40,500	46,500	6,000	14.81%	16.25%	
790	Other Equipment	5,000	5,000	5,000	-	0.00%	0.00%	
TOTAL COMMUNITY SVC.		\$471,700	\$468,005	\$512,205	\$ 44,198	9.44%	8.59%	

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

73400--NON-INSTRUCTIONAL SERVICE - EARLY CHILDHOOD EDUCATION							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
103	Assistant Principal	\$ -	\$ -	\$ -	\$ -	NA	NA
105	Supervisor/Director	-	-	-	-	NA	NA
116	Teachers <i>12 Positions including steps.</i>	800,000	841,840	834,513	(7,327)	-0.87%	4.31%
117	Career Ladder Program <i>State flow-thru.</i>	-	-	-	-	NA	NA
161	Secretary	-	-	-	-	NA	NA
163	Educational Assistants	-	-	-	-	NA	NA
188	Bonus Payments	10,000	24,000	-	(24,000)	-100.00%	-100.00%
189	Other Salaries & Wages	-	-	-	-	NA	NA
195	Substitute Teachers	3,000	3,000	-	(3,000)	-100.00%	-100.00%
201	Social Security <i>6.2% matching.</i>	50,410	53,870	51,740	(2,130)	-3.95%	2.64%
204	State Retirement <i>6.35% (includes .58% annual increase) for licensed and 12.17% non-licensed (no increase).</i>	59,280	55,705	54,791	(914)	-1.64%	-7.57%
206	Life Insurance <i>Annual cost.</i>	1,825	2,200	2,000	(200)	-9.09%	9.59%
207	Health/Medical Insurance <i>Current with 1% increase effective Jan 2027.</i>	135,200	152,800	124,098	(28,702)	-18.78%	-8.21%
208	Dental Insurance <i>Current with 3% increase effective Jan 2027.</i>	3,350	4,000	3,420	(580)	-14.50%	2.09%
212	Medicare <i>1.45% matching.</i>	11,790	12,600	12,100	(500)	-3.96%	2.64%
217	Retirement-Hybrid Stabilization	2,300	2,740	3,021	281	10.26%	31.35%
299	Other Fringe Benefits	-	-	-	-	NA	NA
307	Communication <i>Monthly phone charges.</i>	-	-	-	-	NA	NA
399	Other Contracted Services	-	-	-	-	NA	NA
429	Inst. Supplies and Materials <i>Manipulatives, Handwriting, etc.</i>	15,000	17,540	-	(17,540)	-100.00%	-100.00%
432	Library Books	-	-	-	-	NA	NA
499	Other Supplies and Materials	1,000	100	-	(100)	-100.00%	-100.00%
524	In-Service/Staff Development	3,500	3,000	-	(3,000)	-100.00%	-100.00%
599	Other Charges	-	-	-	-	NA	NA
790	Equipment	-	-	-	-	NA	NA
TOTAL EARLY CHILDHOOD EDUCATION		\$1,096,655	\$1,173,395	\$1,085,684	\$ (87,712)	-7.48%	-1.00%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

76100--CAPITAL OUTLAY							
<u>Acct. No.</u>	<u>Description</u>	<u>2025-26 Est. Exp.</u>	<u>2025-26 Budget</u>	<u>2026-27 Budget</u>	<u>Net Increase Budget Incr/(Decr)</u>	<u>Pct. Change 2025-26 Budget</u>	<u>Pct. Change 2025-26 Est. Exp.</u>
304	Architects	\$ -	\$ -	\$ -	\$ -	NA	NA
308	Consultants	-	-	-	-	NA	NA
321	Engineering Services	-	-	-	-	NA	NA
706	Building Construction	-	-	-	-	NA	NA
707	Building Improvements	17,500	17,500	17,500	-	0.00%	0.00%
711	Furniture & Fixtures	30,000	30,000	50,000	20,000	66.67%	66.67%
715	Land	-	-	-	-	NA	NA
724	Site Development	85,000	85,000	85,000	-	0.00%	0.00%
799	Other Capital Outlay	69,865	69,865	-	(69,865)	-100.00%	-100.00%
TOTAL CAPITAL OUTLAY		\$202,365	\$202,365	\$152,500	\$ (49,865)	-24.64%	-24.64%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

82130--EDUCATION DEBT SERVICE								
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.	
601	Capital Outlay-Bonds	\$ -	\$ -	\$ -	\$ -		NA	NA
606	Issuance Costs	-	-	-	-		NA	NA
TOTAL OTHER USES/TRANSFERS		\$0	\$0	\$0	\$ -		NA	NA

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

99100--OTHER USES/TRANSFERS							
Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
590	Transfers to Other Funds-Energy Loan	\$217,590	\$217,590	\$217,612	\$ 22	0.01%	0.01%
600	Transfers to Other Funds-Technology	-	-	-	-	NA	NA
TOTAL OTHER USES/TRANSFERS		\$217,590	\$217,590	\$217,612	\$ 22	0.01%	0.01%

MURFREESBORO CITY SCHOOLS 2026-2027 BUDGET

Acct. No.	Description	2025-26 Est. Exp.	2025-26 Budget	2026-27 Budget	Net Increase Budget Incr/(Decr)	Pct. Change 2025-26 Budget	Pct. Change 2025-26 Est. Exp.
GRAND TOTAL		\$ 117,031,151	\$ 118,518,796	\$ 118,459,383	\$ (59,419)	-0.05%	1.22%

	BLACK FOX	BRADLEY	CASON LANE	DISCOVERY SCHOOL	ERMA SIEGEL	HOBGOOD	JOHN PITTARD	MITCHELL NEILSON	NORTH-FIELD	OVERALL CREEK	REEVES ROGERS	SALEM	SCALES	CLA PreK	SW		
SPECIAL EDUCATION DEAF AND VISION EDUCATION K-6			Deaf Ed									SW-Vision					
Current 2025-2026	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	
Additional Actual IDEA funded 2025-26					1											1	
PROPOSED 2026-2027	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3	
Additional Proposed IDEA Positions 2026-27					1											1	
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SPECIAL EDUCATION ADDITIONAL TEACHERS (K-6) - BEST CLASSROOMS																	
Current 2025-2026	0	2	0	0	0	0	0	3	0	0	0	0	0	0		5	
PROPOSED 2026-2027	0	2	0	0	0	0	0	3	0	0	0	0	0	0		5	
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
SPECIAL EDUCATION RESOURCE TEACHERS (K-6)																	
Current 2025-2026	3	2	3	1	3	2.5	3	3	3	3	2	4	2	0		34.5	
Additional Actual IDEA funded 2025-26													1			1	
PROPOSED 2026-2027	3	2	3	1	3	3	3	3	3	2	2	4	2	0		34	
Additional Proposed IDEA Positions 2026-27													1			1	
DIFFERENCE	0	0	0	0	0	0.5	0	0	0	-1	0	0	0	0		-0.5	
SPECIAL EDUCATION SPEECH AND LANGUAGE PATHOLOGISTS (Pre-K-6)																	
Current 2025-2026	1	0.6	1.5	0.5	1.5	1	1.5	1	1.5	1	0.5	1	1	0.4	0	14	
Additional Actual IDEA funded 2025-26														0	3	3	
PROPOSED 2026-2027	1	0.6	1.5	0.5	1.5	1	1.5	1	1.5	1	0.5	1	1	0.4	0	14	
Additional Proposed IDEA Positions 2026-27														0	3	3	
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SCHOOL PSYCHOLOGISTS																	
Current 2025-2026	0.5	0.5	0.5	0.5	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	1	0	1.5	9	
PROPOSED 2026-2027	0.5	0.5	0.5	0.5	1	0.5	0.5	0.5	0.5	0.5	0.5	0.5	1	0	1.5	9	
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MEDIA SPECIALISTS																	
Current 2025-2026	1	1	1	1	1	1	1	1	1	1	1	1	1	0		13	
PROPOSED 2026-2027	1	1	1	1	1	1	1	1	1	1	1	1	1	0		13	
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
ART TEACHERS																	
Current 2025-2026	1	1	1	1	1	1	1	1	1	1	1	1	1	0		13	
PROPOSED 2026-2027	1	1	1	1	1	1	1	1	1	1	1	1	1	0		13	
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
MUSIC TEACHERS																	
Current 2025-2026	2	1	1	1	2	1	1	1	1	2	1	2	2	0		18	
PROPOSED 2026-2027	2	1	1	1	2	1	1	1	1	2	1	2	2	0		18	
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0	
BAND TEACHER																	
Current 2025-2026	0.34	0.33	0.33	0.33	0	0.33	0.34	0.34	0.33	0	0	0.33	0	0	0	3	
PROPOSED 2026-2027	0.34	0.33	0.33	0	0	0.33	0.34	0	0.33	0	0	0	0	0	0	2	
DIFFERENCE	0	0	0	-0.33	0	0	0	-0.34	0	0	0	-0.33	0	0		-1	
PHYSICAL EDUCATION TEACHERS																	
Current 2025-2026	2	1	2	1	2	2	2	2	2	2	1	2	2	0		23	

PROPOSED 2026-2027	2	1	2	1	2	2	2	2	2	2	1	2	2	0		23
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
ADDITIONAL SPECIAL AREA TEACHERS																
Current 2025-2026	0	1	1	0	0	1	1	0	1	1		1	1	0		8
PROPOSED 2026-2027	0	1	1	0	1	1	1	0	0	1		1	1	0		8
DIFFERENCE	0	0	0	0	1	0	0	0	-1	0	0	0	0	0		0
		Drama	STEAM			STEAM	STEAM		STEAM	STEAM		STEAM	STEAM			
ADDITIONAL SPECIAL AREA EDUCATIONAL ASST.																
Current 2025-2026	1	0	0	0	1	0	0	0	0	0	0	1	1	0		4
PROPOSED 2026-2027	0	0	0	0	0	0	0	0	0	1	0	0	1	0		2
DIFFERENCE	-1	0	0	0	-1	0	0	0	0	1	0	-1	0	0		-2
EDUCATION ASSISTANTS (REGULAR ED)																
Current Gen Ed EA 2025-2026	8	4	6	4	8	6	7	5	6	9	4	8	9	1		85
TITLE Funded CURRENT in Red 2025-2026	0	0	0	0	0	1	1	5	0	0	0	0	0	0		7
PROPOSED Gen Ed EA 2026-2027	8	4	6	4	8	6	7	6	6	8	4	8	8	1		84
TITLE Funded PROPOSED in Red 2026-2027	0	0	0	0	0	1	1	5	0	0	0	0	0	0		7
DIFFERENCE	0	0	0	0	0	0	0	1	0	-1	0	0	-1	0		-1
EDUCATION ASSISTANTS: Intervention																
Current Intervention EA 2025-2026	1	1	1	2	2	1	1	1	1	1	1	1	1	0		15
PROPOSED Intervention EA 2026-2027	1	1	1	2	1	1	1	1	1	1	1	1	1	0		14
DIFFERENCE	0	0	0	0	-1	0	0	0	0	0	0	0	0	0		-1
EDUCATION ASSISTANTS: TN ALLCORP Tutoring																
Current TNAII Corps EA 2025-2026	1	1	1	0	1	1	1	1	1	1	1	1	1	0		12
PROPOSED TNAII Corps EA 2026-2027	1	1	1	0	1	1	1	1	1	1	1	1	1	0		12
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
EDUCATION ASSISTANTS: Other																
Current Other 2025-2026	0	0	0	0.66	0	0	0	0	0	0	0	0	0	0		0.66
Current PROPOSED 2026-2027	0	0	0	0.66	0	0	0	0	0	0	0	0	0	0		0.66
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
				STEAM												

	BLACK FOX	BRADLEY	CASON LANE	DISCOVERY SCHOOL	ERMA SIEGEL	HOBGOOD	JOHN PITTARD	MITCHELL NEILSON	NORTH-FIELD	OVERALL CREEK	REEVES ROGERS	SALEM	SCALES	CLA PreK	SW	
EDUCATION ASSISTANTS: CALM COACHES																
Current Calm Coach 2025-2026 (Grant. Red)	1	1	1	1	1	1	1	2	1	1	1	1	1	0		7
PROPOSED Calm Coach 2026-2027	1	1	1	1	1	1	1	2	1	1	1	1	1	0		14
DIFFERENCE	0	1	0	0	1	0	1	0	1	1	0	1	1	0		7
MID DAY ASSISTANTS (5 HOURS) (1 EA = 3 MDA)																
Current 2025-2026	0.67	0	0.67	0	0	0.67	0.33	0.99	0.34	0.33	0	0.67	0.33	0		5
PROPOSED 2026-2027	0	0	0.67	0	0.66	0.34	0.66	0	0	0.67	0	0.67	0.66	0		4.33
DIFFERENCE	-0.67	0	0	0	0.66	-0.33	0.33	-0.99	-0.34	0.34	0	0	0.33	0		-0.67
MEDIA ASSISTANTS - (4 HOURS) (1 EA = 3 MDA)																
Current 2025-2026	0.33	0.33	0.34	0.33	0.33	0.34	0.33	1	0.34	0.33	0.33	0.34	0.33	0		5
PROPOSED 2026-2027	0.33	0.33	0.34	0.33	0.33	0.34	0.33	0.33	0.34	0.33	0.33	0.34	0.33	0		4.33
DIFFERENCE	0	0	0	0	0	0	0	-0.67	0	0	0	0	0	0		-0.67
EDUCATION ASSISTANTS PRE-K (VPK)																
Current 2025-2026	2	0	0	0	0	0	2	2	2	0	0	0	0	4		12

PROPOSED 2026-2027	2	0	0	0	0	0	2	4	0	0	0	0	0	4		12
DIFFERENCE	0	0	0	0	0	0	0	2	-2	0	0	0	0	0		0
SPECIAL EDUCATION EAs (K-6) (Tier 4)																
	Sys. Wide vision															
Current 2025-2026	1	2	3	0	3	3	3	3	2	3	2	4	2	0	1	32
Additional Actual IDEA funded 2026-2027	2	1	0	0	0	0	0	0	1	0	0	0	1	0		5
PROPOSED 2026-2027	1	2	3	0	3	3	3	3	2	3	2	4	2	0	1	32
Additional Proposed IDEA Positions 2026-2027	2	1	0	0	0	0	0	0	1	0	0	0	1	0		5
DIFFERENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SPECIAL EDUCATION EAs (K-6) (Tier 5/BEST)																
	Sys. Wide vision															
Current 2025-2026	9	4	9	0	5	4	6	3	9	3	4	5	10	0		71
Additional Actual IDEA funded 2025-2026	1	0	0	0	1	0	2	3	0	1	0	0	1	0		9
PROPOSED 2026-2027	8	4	9	0	5	4	6	3	8	3	4	5	9	0		68
Additional Proposed IDEA Positions 2026-2027	1	0	0	0	1	0	2	3	0	1	0	0	1	0		9
DIFFERENCE	-1	0	0	0	0	0	0	0	-1	0	0	0	-1	0	0	-3
SPECIAL EDUCATION EAs (K-6) (one on one)																
Current 2025-2026	2.5	0.5	1	0	4	2	0	5	5	2	2	4	1	0.33		29.33
Additional Actual IDEA funded 2025-2026	0	0	0	0	1	0	0	0	1	0	0	0	0	0		2
PROPOSED 2026-2027	2.5	0	1	0	4	2	0	4	5	0	2	4	1	0.33	3.5	29.33
Additional Proposed IDEA Positions 2026-2027	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	2
DIFFERENCE	0	-0.5	0	0	0	0	0	-1	0	-2	0	0	0	0	3	0

5 **ESL TEACHERS**

Budgeted Staffing Standards 2026-2027

Current 2025-2026	7	3	4	0.2	3	6	3.5	3	2	3	1.8	4	8	0		48.5
PROPOSED 2026-2027	6	3	4	0.2	3	5.5	3.5	3	2	2.5	1.8	3.5	8	0		46
DIFFERENCE	-1	0	0	0	0	-0.5	0	0	0	-0.5	0	-0.5	0	0		-2.5

OCCUPATIONAL THERAPISTS

25-26	26-27	Diff.	
GP Funded Positions	1	1	0
IDEA Funded Positions	1	1	0
Total Positions	2	2	0

Total Staff Changes
 Certified -16
 Classified -1.34
 inc

COTA

25-26	26-27	Diff.	
GP Funded Positions	3	3	0
IDEA Funded Positions	1	1	0
Total Positions	4	4	0

BEHAVIOR SPECIALISTS

25-26	26-27	Diff.	
BCBA Positions - General Education	1	1	0
BCBA Positions - Special Education	2	2	0
Total Positions	3	3	0

GIFTED EDUCATORS

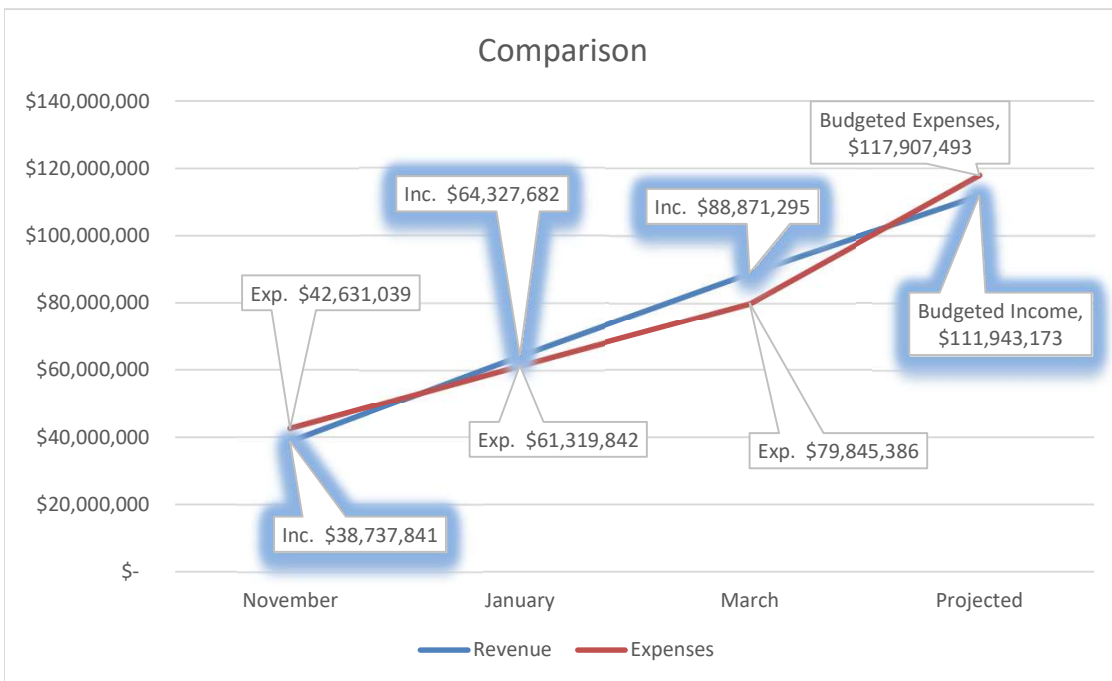
25-26	26-27	Diff.	
GP Funded Positions	4	4	0
IDEA Funded Positions	0	0	0
Total Positions	4	4	0

SCHOOL SOCIAL WORKERS

25-26	26-27	Diff.	
GP Funded Positions	6	6	0
IDEA Funded Positions	0	0	0
Total Positions	6	6	0

**COMPARISON OF BUDGET TOTALS
July 1, 2025 Through March 31, 2026**

TOTAL INCOME	7/1/25 - 3/31/26	\$	88,871,295
TOTAL EXPENSES	7/1/25 - 3/31/26		79,845,386
NET INCOME 3/31/26		\$	9,025,910



**Projected to end the year:
Revenue - \$115,276,615
Expenditures - \$117,031,151**

MARCH 2026

YEAR-TO-DATE REVENUE COMPARISON

	BUDGET CLASS.	2024-25 BUDGET	2024-25 YTD REV.	2024-25 OVR/(UNDR) BUDGET	2024-25 % Received	2025-26 BUDGET	2025-26 YTD REV.	2025-26 OVR/(UNDR) BUDGET	2025-26 % Received
1	40110-Current Prop. Tax	15,000,000	11,892,409	(3,107,591)	79.3%	14,000,000	12,450,580	(1,549,420)	88.9%
2	40210-Local Option Sales Tax	16,700,000	10,726,428	(5,973,572)	64.2%	17,888,900	11,734,861	(6,154,039)	65.6%
3	40000-41110-Other County Rev	1,972,000	890,681	(1,081,319)	45.2%	2,032,500	1,219,968	(812,532)	60.0%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,621,796	1,320,640	(301,156)	81.4%	786,675	1,225,456	438,781	155.8%
	SUBTOTAL LOCAL REVENUE	\$ 35,293,796	\$ 24,830,158	\$ (10,463,638)		\$ 34,708,075	\$ 26,630,865	\$ (8,077,210)	
5	46310-Project Diabetes Grant	126,700	125,200	(1,500)	98.8%	-	-	-	N/A
6	46510-TISA	63,477,651	51,371,129	(12,106,522)	80.9%	65,887,040	53,418,119	(12,468,921)	81.1%
7	46513-TISA On-Behalf Payments	30,000	-	(30,000)	N/A	30,000	-	(30,000)	N/A
8	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,500,605	958,251	(542,354)	63.9%	1,326,895	815,256	(511,639)	61.4%
9	46590-Other State Education	1,851,909	-	(1,851,909)	0.0%	1,889,350	1,699,589	(189,761)	90.0%
10	46596-Paid Parental Leave	300,000	179,372	(120,628)	N/A	250,000	166,251	(83,749)	66.5%
11	46610-Career Ladder Program	51,000	28,972	(22,028)	56.8%	40,000	23,296	(16,704)	58.2%
12	46591-Coordinated School Health (ended FY23)	-	-	-	N/A	-	-	-	N/A
13	46595-Family Resource (ended FY23)	-	-	-	N/A	-	-	-	N/A
14	46800-46990-Safe Schools and Public School Security Grant	-	-	-	N/A	183,622	19,516	(164,106)	N/A
	SUBTOTAL STATE REVENUES	\$ 67,337,865	\$ 52,662,924	\$ (14,674,941)		\$ 69,606,907	\$ 56,142,027	\$ (13,464,880)	
15	47000- Federal Funds	396,348	136,766	(259,582)	34.5%	16,200	113,654	97,454	701.6%
	SUBTOTAL FEDERAL REVENUES	\$ 396,348	\$ 136,766	\$ (259,582)		\$ 16,200	\$ 113,654	\$ 97,454	
16	49100-49800 Insurance Recovery/Indirect Costs	195,000	27,305	(167,695)	14.0%	365,920	70,922	(294,998)	19.4%
17	49810-City of Murfreesboro Allocation	7,885,103	5,913,827	(1,971,276)	75.0%	7,885,103	5,913,827	(1,971,276)	75.0%
18	49820-City TN All Corp Grant	156,000	156,000	-	100.0%	-	-	-	N/A
	SUBTOTAL OPERATING TRANSFERS	\$ 8,236,103	\$ 6,097,133	\$ (2,138,970)		\$ 8,251,023	\$ 5,984,749	\$ (2,266,274)	
	TOTAL REVENUES	\$ 111,264,112	\$ 83,726,981	\$ (27,537,131)	75.3%	\$ 112,582,205	\$ 88,871,295	\$ (23,710,910)	78.9%

YEAR-TO-DATE EXPENDITURE COMPARISON

MARCH 2026

PAGE 1

	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %	2025-26 BUDGET	2025-26 YTD EXP.	2025-26 OVR/(UNDR) BUDGET	2025-26 %	
1	71100-Reg. Instruction	61,154,757	39,057,156	(22,097,601)	63.9%	62,379,025	\$ 41,692,675	(20,686,350)	66.8%
2	71200-Sp. Ed. Instruction	13,930,329	8,933,518	(4,996,811)	64.1%	13,959,246	10,032,662	(3,926,584)	71.9%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	188,725	133,809	(54,916)	70.9%	192,705	143,047	(49,658)	74.2%
5	72120-Health Services	1,252,495	804,277	(448,218)	64.2%	1,192,870	695,631	(497,239)	58.3%
6	72130-Guidance	4,188,625	2,751,249	(1,437,376)	65.7%	3,711,291	2,437,242	(1,274,049)	65.7%
7	72210-Reg. Instr. Support	2,774,798	1,867,249	(907,549)	67.3%	4,243,337	2,893,931	(1,349,406)	68.2%
8	72220-Sp. Ed. Support	2,209,555	1,458,486	(751,069)	66.0%	3,067,320	2,112,473	(954,847)	68.9%
9	72250-Technology	2,738,190	1,981,796	(756,394)	72.4%	2,826,855	1,794,776	(1,032,079)	63.5%
10	72310-Bd. Of Education	2,187,020	1,768,309	(418,711)	80.9%	2,150,885	1,601,329	(549,556)	74.4%
11	72320-Office of Supt.	471,438	320,859	(150,579)	68.1%	475,310	321,540	(153,770)	67.6%
12	72410-Office of Principal	6,151,248	4,222,111	(1,929,137)	68.6%	6,201,205	4,310,758	(1,890,447)	69.5%
13	72510-Fiscal Services	885,280	660,674	(224,606)	74.6%	972,675	698,351	(274,324)	71.8%
14	72520-Personnel Services	606,845	440,871	(165,974)	72.6%	663,990	490,293	(173,697)	73.8%
15	72610-Oper. Of Plant	6,372,847	4,059,140	(2,313,707)	63.7%	6,272,020	4,290,874	(1,981,146)	68.4%
16	72620-Maint. Of Plant	3,481,108	1,971,757	(1,509,351)	56.6%	3,409,757	1,978,730	(1,431,027)	58.0%
17	72710-Pupil Transp.	5,457,902	3,299,555	(2,158,347)	60.5%	4,784,870	2,981,449	(1,803,421)	62.3%
18	73300-Community Service	507,561	313,315	(194,246)	61.7%	468,005	323,680	(144,325)	69.2%
19	73400-Early Childhood Educ.	1,154,547	712,863	(441,684)	61.7%	1,173,395	772,303	(401,092)	65.8%
20	76100-Reg. Cap. Outlay	3,243,219	32,255	(3,210,964)	1.0%	202,365	133,682	(68,683)	66.1%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	82230-Education Debt Int	-	-	-	N/A	-	-	-	N/A
23	99100-Operating Transfers	217,601	139,959	(77,642)	64.3%	217,590	139,959	(77,631)	64.3%
	TOTALS	119,174,090	74,929,209	\$ (44,244,881)	62.9%	118,564,716	79,845,386	\$ (38,719,330)	67.3%

Agenda Item Title: 2026-2027 School Board Meeting Calendar

Board Meeting Date: May 26, 2026

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Staff are presenting the proposed 2026-2027 Board Meeting schedule for approval. The calendar continues to follow meetings being held on the second and fourth Tuesdays for the majority of months with the locations split between Council Chambers of City Hall and the Murfreesboro City Schools Administrative Offices. The fifth Tuesday is utilized in September and in April

The calendar also includes two budget workshops in April and a School Board retreat on Saturday, January 23, 2027

Staff Recommendation

Recommendation to approve the 2026-2027 school board meeting calendar as presented.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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

**MURFREESBORO CITY SCHOOL BOARD
2026-2027 MEETING SCHEDULE**

All regularly scheduled Murfreesboro City School Board meetings will be held on the **second and fourth Tuesdays** of each month beginning at **6:00 p.m.** unless otherwise stated.

The meetings will be held either at the Administrative Offices of Murfreesboro City Schools, 2552 S. Church Street, Murfreesboro, Tennessee, or in the Council Chambers at City Hall, 111 West Vine Street, Murfreesboro, Tennessee as stated below.

If circumstances require a change in time, venue, or an additional special meeting, an advertisement with specific information will be placed with the media.

July 28 at City Hall Regular Board Meeting	Saturday, January 23 at MCS Administrative Offices Board Retreat 8:00 a.m.-4:00 p.m.
August 11 at City Hall Regular Board Meeting	February 9 at MCS Administrative Offices Regular Board Meeting
August 25 at MCS Administrative Offices Regular Board Meeting 5:00 p.m.-5:30 p.m. Board Work Session 5:30 p.m.-8:00 p.m.	February 23 at City Hall Regular Board Meeting
September 8 at MCS Administrative Offices Regular Board Meeting	March 9 at City Hall Regular Board Meeting
September 29 at City Hall Regular Board Meeting 5th Tuesday	March 23 at MCS Administrative Offices Week before spring break (March 29-April 2)
October 13 at MCS Administrative Offices Regular Board Meeting Fall Break is October 5-9	April 6 (4:00-8:00) and April 13 (4:00-8:00) Regular Board Meeting/Budget Work Session at MCS Administrative Offices
October 27 at City Hall Regular Board Meeting	April 27 at City Hall Regular Board Meeting 5th Tuesday due to budget work sessions
November 10 at City Hall Regular Board Meeting	May 11 at MCS Administrative Offices Regular Board Meeting
November 24 at MCS Administrative Offices Regular Board Meeting Thanksgiving Week	May 25 at City Hall Regular Board Meeting
December 8 at City Hall Regular Board Meeting	June 8 at MCS Administrative Offices Regular Board Meeting
January 12 at City Hall Regular Board Meeting	June 22 at City Hall Regular Board Meeting

Agenda Item Title: Personnel Report

Board Meeting Date: May 26, 2026

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The personnel report outlines all certified and classified new hires, resignations, retirements, and terminations occurring between April 22, 2026, and May 19, 2026.

Staff Recommendation

Approval of personnel report.

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

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

Human Resources Personnel Report 4/22/26 - 5/19/26

Certified Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>
None			

Certified Interims

<u>Interim Name</u>	<u>Dates</u>	<u>Position</u>	<u>Location</u>	<u>Teacher Name</u>
Lettie Allen	4/23-5/28	Interim 1st Grade	OCE	Jordan Hurst

Classified New Hires

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Start Date</u>	<u>Notes</u>
Breeanne Escalara	ESE	1-1 EA	4/6/2026	Sub to EA
Andrea Cathey	OCE	Bookkeeper	5/4/2026	
Camry Kerly	ESE	EA	4/20/2026	MDA to EA
Jeffrey Filkoski	SHOP	Gen Maint Foreman	5/11/2026	
Jennifer Montes	CLA	Attendance Secretary	5/12/2026	

Certified Resignations/Retirements/Terminations/ Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>	<u>Tenure Y/N</u>
None				

Classified Resignations/Retirements/Terminations/Etc.

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Last Day</u>
Beth Velandra	CLA	Bookkeeper	4/22/2026
Amanda Williams	OC	Bookkeeper	5/1/2026
Donald Chesterfield	SHOP	Bus Asst	4/20/2026
Kathryn Appleton	SC	EA	4/20/2026
Melissa Patterson	HG	CDC EA	4/29/2026
Jacquelyn Ojong	SHOP	Bus Asst	5/7/2026
Julie Ann Smith	NF	SPED EA	5/7/2026
Tiara Talley	HG	CDC EA	5/8/2026
Kathleen Hunsicker	CO	Benefits Coordinator	5/14/2026

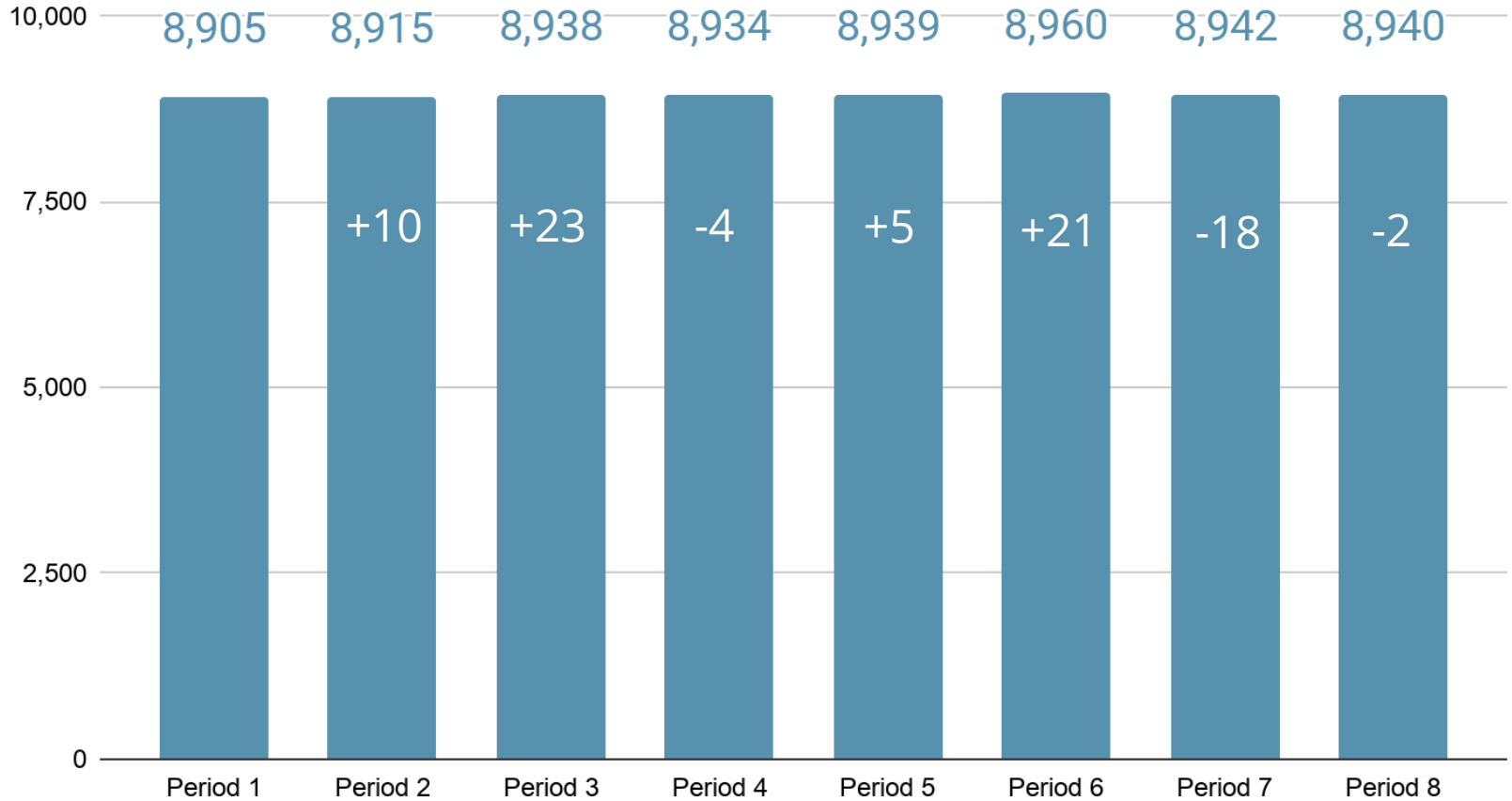
Period 8

April 11 - May 11, 2026

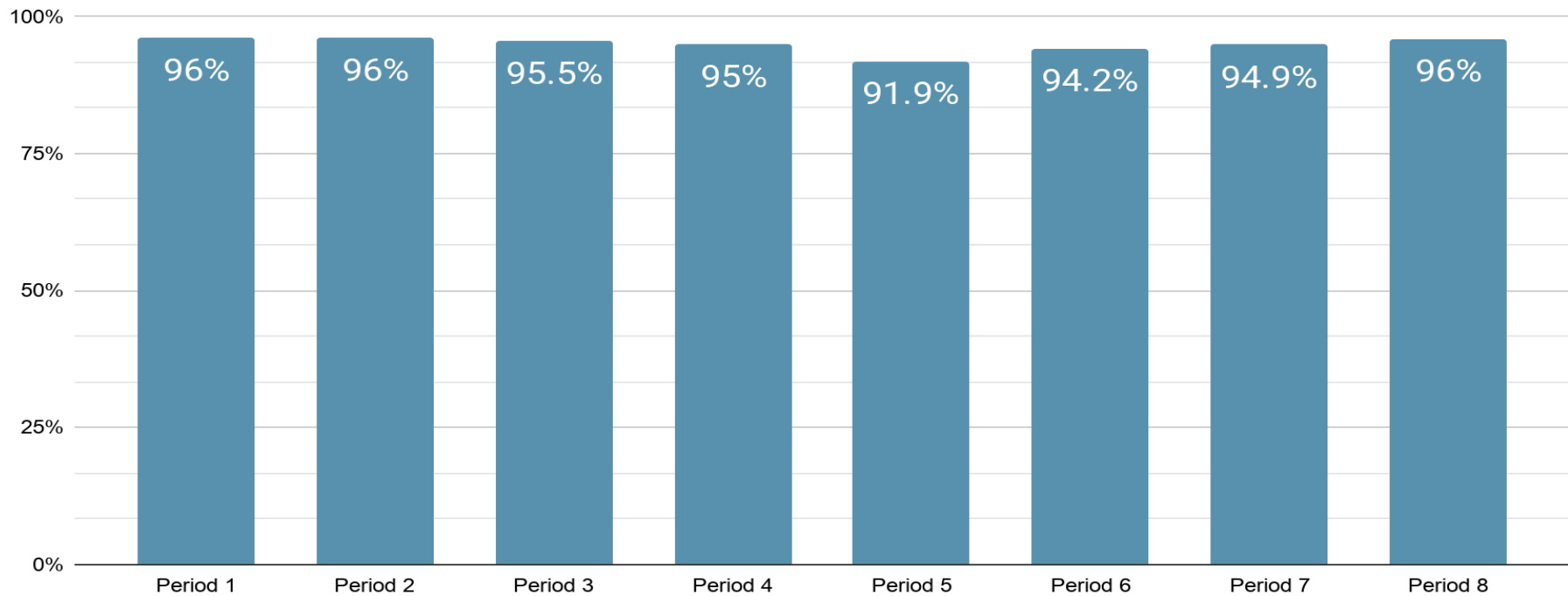
Enrollment Update



Total Enrollment for Pre-Kindergarten Through Grade 6

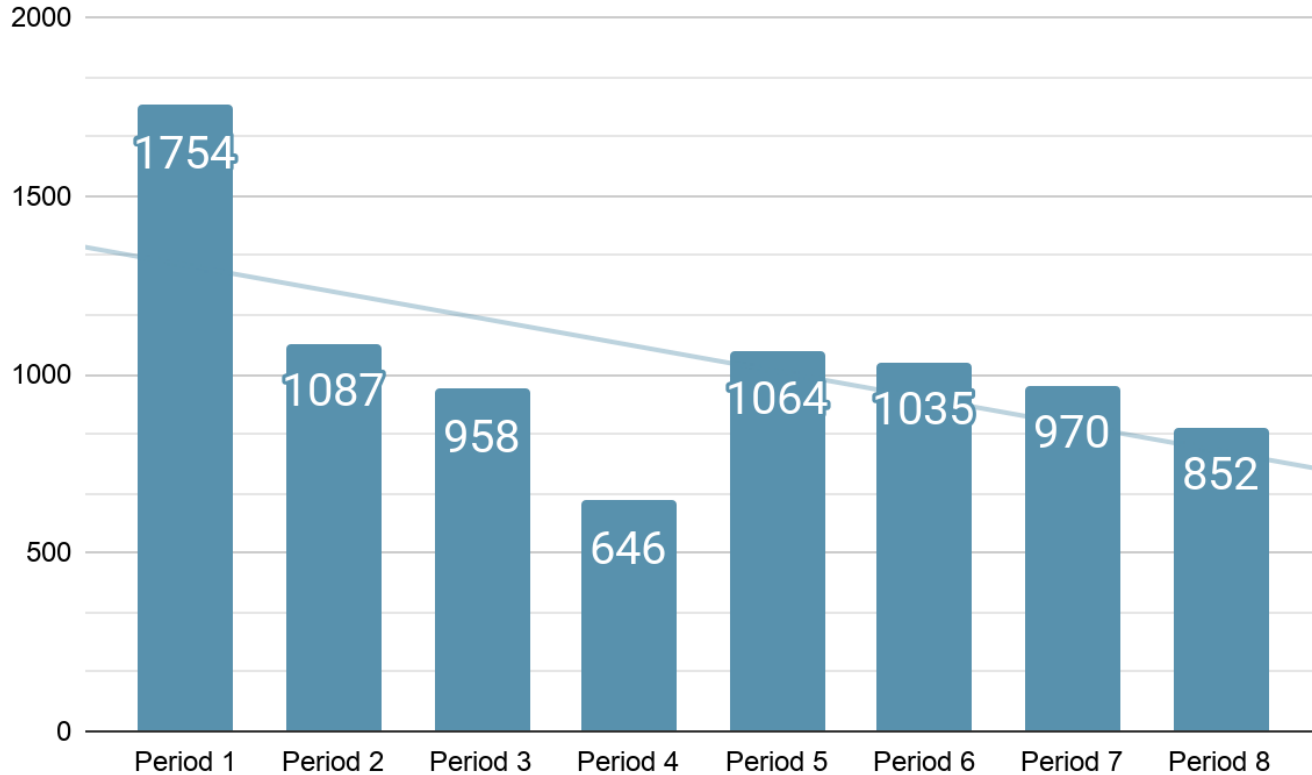


Rounded Average Daily Attendance



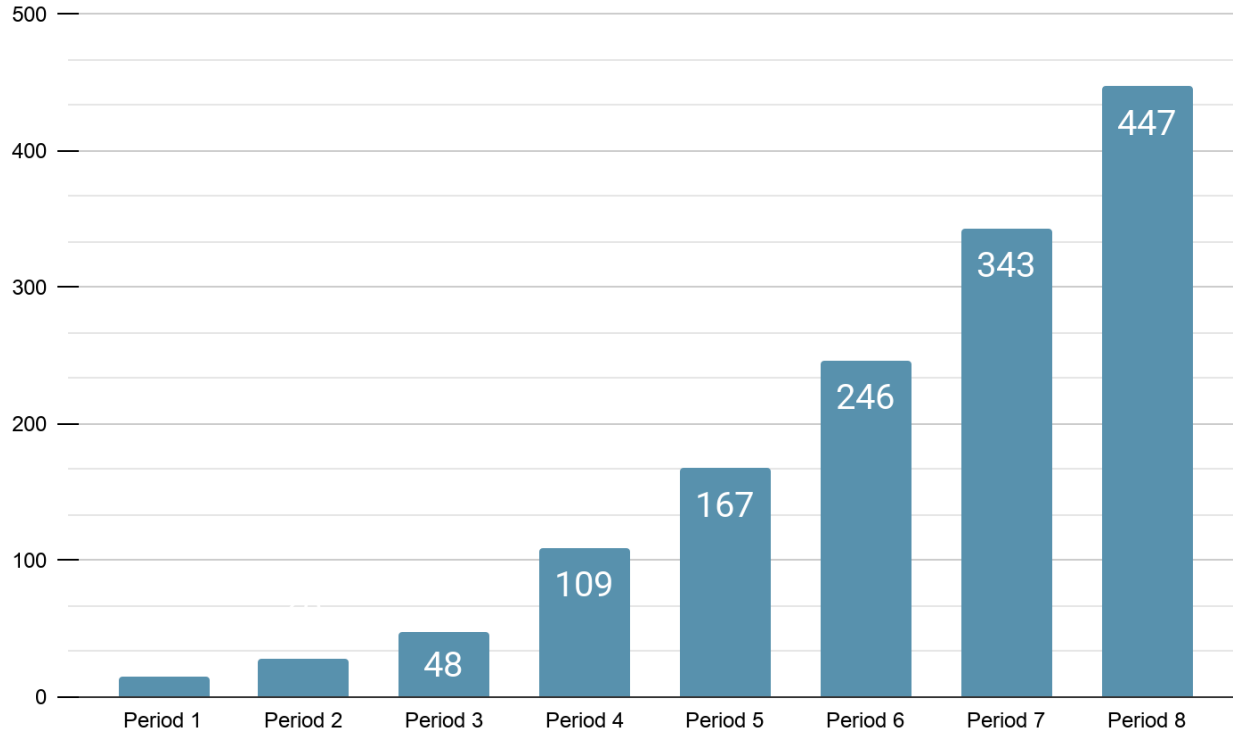
Chronic Absenteeism

Missing 16+ Days or +10% (Excused and Unexcused)



Truancy

10+ Days Unexcused Absences



Enrollment and Attendance Summary

Regular Education Pupil-Teacher Ratio (PTR)	Pupils	Teachers	PTR	PTR % Change from <u>Previous</u> <u>Period</u>
Kindergarten through 3rd Grade	5,272	291	18.12	-0.01
4th Grade through 6th Grade	3,017	162	18.62	-0.02
District Totals	8,289	453	18.30	-0.01

Questions



Enrollment Period 8 - 04/11/2026-05/11/2026

	K-6 Gen Ed Totals	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	TOTALS	Gain/ Loss from Per 7
Black Fox	778	40			28			846	3
Bradley	344					10		354	7
Cason Lane	622	72	34	21	34			783	(3)
Discovery	376							376	0
Erma Siegel	841		12	11	24		1	889	4
Hobgood	608				17			625	(1)
John Pittard	721	39	20	12	21			813	(10)
Mitchell-Neilson	499	38	20	10		15		582	2
Northfield	562	40	12	6	33			653	(4)
Overall Creek	881				17			898	(2)
Reeves-Rogers	325				15			340	(5)
Salem	872				19			891	3
Scales	860				30			890	4
								8940	(2)

Totals	8289	229	98	60	238	25	1	8940
	K-6 Gen Ed Total	PS VPK	PS SpEd	PS Peers	CDC	BEST	Deaf Ed	
TISA Funded	8289				238	25	1	8553
Non-TISA Funded		229	98	60				387

Total Growth Over Period 9 24-25	
Period 9 2024-2025 -----	9265
Growth from 24-25 to 25-26 ---	-325

TISA Funded Growth Over Period 9 24-25	
Period 9 2024-2025 -----	8879
Growth from 24-25 to 25-26 ---	-326

TISA Funded Growth by Reporting Period	
Period 8 2024-2025 -----	8888
Growth from 24-25 to 25-26 ---	-335

Average Attendance Percentage	
96.0%	

PTR Period 8 - 04/11/2026-05/11/2026

	Kindergarten			1st Grade			2nd Grade			3rd Grade			Total	Total	K-3 PTR	4th Grade			5th Grade			6th Grade			Total	Total	4-6 PTR	Total K-6	Gain/Loss from Per 7
	P	#	PTR	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio	P	#	PTR	P	#	PTR	P	#	PTR	Pupils	Teachers	Ratio		
Black Fox	113	7	16.14	123	7	17.57	113	6	18.83	120	6	20.00	469	26	18.04	133	7	19.00	110	5	22.00	66	3	22.00	309	15	20.60	778	3
Bradley	53	3	17.67	49	3	16.33	48	3	16.00	52	3	17.33	202	12	16.83	44	3	14.67	57	3	19.00	41	2	20.50	142	8	17.75	344	4
Cason Lane	96	6	16.00	98	5	19.60	99	6	16.50	110	7	15.71	403	24	16.79	100	6	16.67	78	5	15.60	41	2	20.50	219	13	16.85	622	(2)
Discovery	60	3	20.00	60	3	20.00	60	3	20.00	60	3	20.00	240	12	20.00	62	3	20.67	64	3	21.33	10	1	10.00	136	7	19.43	376	0
Erma Siegel	135	8	16.88	137	7	19.57	144	7	20.57	137	7	19.57	553	29	19.07	150	8	18.75	138	7	19.71				288	15	19.20	841	2
Hobgood	83	5	16.60	83	5	16.60	104	6	17.33	98	5	19.60	368	21	17.52	90	5	18.00	95	5	19.00	55	3	18.33	240	13	18.46	608	(1)
John Pittard	116	6	19.33	108	6	18.00	114	6	19.00	113	6	18.83	451	24	18.79	116	6	19.33	104	6	17.33	50	3	16.67	270	15	18.00	721	(9)
Mitchell-Neilson	80	5	16.00	84	5	16.80	76	4	19.00	93	5	18.60	333	19	17.53	65	4	16.25	79	4	19.75	22	2	11.00	166	10	16.60	499	0
Northfield	80	5	16.00	99	5	19.80	95	5	19.00	93	5	18.60	367	20	18.35	91	5	18.20	85	4	21.25	19	1	19.00	195	10	19.50	562	(4)
Overall Creek	118	7	16.86	134	7	19.14	157	8	19.63	149	8	18.63	558	30	18.60	169	9	18.78	154	8	19.25				323	17	19.00	881	(2)
Reeves-Rogers	46	3	15.33	74	4	18.50	46	3	15.33	51	3	17.00	217	13	16.69	56	3	18.67	52	3	17.33				108	6	18.00	325	(5)
Salem	132	7	18.86	138	8	17.25	126	7	18.00	152	8	19.00	548	30	18.27	164	8	20.50	133	8	16.63	27	2	13.50	324	18	18.00	872	3
Scales	135	8	16.88	142	7	20.29	135	8	16.88	151	8	18.88	563	31	18.16	156	8	19.50	141	7	20.14				297	15	19.80	860	4
Totals by Grade	Kindergarten			1st Grade			2nd Grade			3rd Grade			4th Grade			5th Grade			6th Grade						8289	(7)			
	1247	73	17.08	1329	72	18.46	1317	72	18.29	1379	74	18.64	1396	75	18.61	1290	68	18.97	331	19	17.42							Total K-6	

Regular Education PTR			
Kindergarten thru Third Grade -----	5272	291	18.12
Fourth Grade thru Sixth Grade -----	3017	162	18.62
District Totals	8289	453	18.30

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

	Period 1 (2+ days)		Period 2 (4+ days)		Period 3 (6+ days)		Period 4 (8+ days)		Period 5 (10+ days)		Period 6 (12+ days)		Period 7 (14 + days)		Period 8 (16+ days)		Period 9 (18+ days)	
	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25
Black Fox	148	161	106	132	93	87	61	108	106	124	107	121	104	101	88	97		86
Bradley	66	63	55	39	49	28	34	44	53	46	47	47	44	43	34	38		36
Cason Lane	131	146	87	134	83	84	58	96	81	120	86	106	85	99	72	99		87
Discovery	40	51	15	32	12	19	8	23	19	24	16	22	10	15	6	14		10
Erma Siegel	93	107	48	72	39	37	26	59	66	77	55	68	54	50	43	39		31
Hobgood	198	152	112	116	95	76	70	109	117	146	109	134	100	123	94	110		104
John Pittard	174	168	116	117	96	85	63	102	102	133	100	113	94	102	80	79		77
Mitchell-Neilson	123	167	102	140	96	109	59	120	86	135	98	128	98	117	88	106		98
Northfield	117	132	74	94	64	62	47	78	92	104	92	90	88	82	73	66		64
Overall Creek	145	153	81	111	77	82	50	89	73	85	74	91	63	79	57	71		63
Reeves-Rogers	110	105	76	84	69	73	48	73	63	95	67	83	66	80	59	75		70
Salem	149	162	90	120	80	79	40	94	80	106	68	106	58	99	57	83		80
Scales	199	187	125	163	105	101	82	117	126	140	116	145	106	124	101	117		106
District Total	1693	1754	1087	1354	958	922	646	1112	1064	1335	1035	1254	970	1114	852	994	-	912
Internal %	20%	19%	13%	14%	11%	13%	8%	12%	12%	13%	12%	12%	11%	12%	10%	11%	-	10%

TRUANCY 10+ Days (Unexcused Absences)

	Period 1		Period 2		Period 3		Period 4		Period 5		Period 6		Period 7		Period 8		Period 9	
	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25	25-26	24-25
Black Fox	-	1	1	1	3	3	7	6	6	10	10	14	15	16	20	22		36
Bradley	-	1	2	1	3	3	8	3	9	6	11	10	15	17	19	20		22
Cason Lane	1	1	1	2	-	5	4	11	4	19	10	20	20	33	30	45		64
Discovery	-	-	1	-	-	-	1	1	-	2	1	2	2	-	2	2		4
Erma Siegel	-	-	2	-	2	-	18	2	8	6	7	6	11	6	15	8		15
Hobgood	2	-	6	1	9	2	14	7	30	31	51	46	75	57	93	70		99
John Pittard	3	3	6	7	12	14	19	19	30	40	44	55	63	71	83	82		107
Mitchell-Neilson	1	-	-	-	5	4	6	5	4	17	11	25	17	34	23	37		63
Northfield	-	1	1	1	1	1	1	2	8	8	8	8	10	10	17	12		34
Overall Creek	2	-	2	-	3	-	6	-	11	1	12	-	12	2	14	8		22
Reeves-Rogers	3	-	3	2	3	3	11	8	14	22	23	19	20	27	24	35		53
Salem	1	-	1	4	1	7	4	17	18	29	27	37	41	47	51	57		94
Scales	2	-	2	-	6	1	10	3	25	11	31	17	42	32	56	45		69
Total Students	15	7	28	19	48	43	109	84	167	202	246	259	343	352	447	443	-	682