

Board of Education Regular Meeting

August 11, 2026 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Amanda Moore
A. Public Comment Procedural Item	
B. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Andrea Oakley, principal at Scales Elementary, and Quinena Bell, principal at Hobgood Elementary.	
C. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Amanda Moore
III. COMMUNICATIONS Information Item Communications Update As we begin another exciting school year, we extend our sincere appreciation to the many community partners who have supported our students, families, and schools. Their generosity and commitment help make a strong start possible for everyone. A special thank you to Hwy 231 & Patterson Park, His Holy Hill, Family Worship Center, The Experience Church, and Murfreesboro Muslim Youth for their continued support of our students and families. Our teacher supply room is stocked and ready to serve educators across the district. We are grateful for the donations and support provided by United Way's Stuff the Bus campaign, the Tennessee Comptroller's Office, Keller Williams - The Yates Team, and NHC. Their contributions help ensure our teachers have access to much-needed classroom supplies. Thank you to First Presbyterian Church for hosting a back-to-school food drive to help stock our backpack program and provide additional support for families in need. The Resource Center is ready for the school year. We are excited to share that more than 125 families participated in our first Parent University session, a Kindergarten Back-to-School Zoom event. The full Parent University schedule is now available on the Murfreesboro City Schools website. The next Upcoming Parent University Session is Mobile Device Safety is Thursday, September 10 at noon 12:00 p.m. via Zoom. From first phones to favorite apps, children are growing up in a digital world. Join us for a parent-focused online session that will explore common online risks, healthy screen-time habits, parental controls, and strategies for having open, age-appropriate conversations about your child's online experiences.	Mrs. Lisa Trail
A. The Best of MCS Procedural Item	Dr. Trey Duke

Ms. Angela Case, Attendance and Data Management Secretary at Northfield Elementary	
B. Spotlight on Education Procedural Item Ms. Jaclyn Saunders - Summer Feeding Update	Jaclyn Saunders
IV. CONSENT ITEMS Consent Agenda	Chair Amanda Moore
A. Approval of 7-28-26 Board Minutes Consent Item	
B. Approval of Contract-Singlewire Consent Item	
C. Approval of TopRight Telecom Trade-In Agreement Consent Item	
D. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 2.100, <i>Fiscal Management Goals</i> , on Second Reading Consent Item	
ii. Approval of Board Policy 4.6031, <i>Promotion and Retention Based on TCAP Results</i> , on Second Reading Consent Item	
iii. Approval of Board Policy 5.200, <i>Separation Practices for Tenured Teachers</i> , and Board Policy 5.201, <i>Separation Practices for Non-Tenured Teachers</i> , on Second Reading Consent Item	
iv. Approval of Board Policy 6.202, <i>Home Schools</i> , on Second Reading Consent Item	
v. Approval of Board Policy 6.306, <i>Interference/Disruption of School Activities</i> , on Second Reading Consent Item	
vi. Approval of Board Policy 6.4053, <i>Private Pay Applied Behavior Analysis Services</i> , on Second Reading Consent Item	
E. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Board Policy 5.310, <i>Vacations and Holidays</i> , on Second Reading Action Item	
B. Approval of Age of Learning Contract Action Item	Dr. Trey Duke
C. Approval of Communities in Schools Service Agreement for Mitchell Neilson Elementary Action Item	Dr. Trey Duke
D. Approval of Fastenal Statewide Contract 235 Action Item	Dr. Trey Duke
E. Approval of Rutherford Collegiate Prep Transportation Agreement Action Item	Dr. Trey Duke
F. Approval of Internal Schools FY26 Accounts Payable Action Item	Dr. Trey Duke
G. Approval of Project Play Addendum - School Psychology Services Consent Item	Dr. Trey Duke

H. Approval of Budget Amendment - FY27 AALN Grant Action Item	Dr. Trey Duke
I. Approval of May 2026 Revenue and Expenditure Report Action Item	Mr. Daniel Owens
VI. REPORTS AND INFORMATION Information Item	Chair Amanda Moore
A. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
A. Reminder of Upcoming Fall District Meeting Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item	Chair Amanda Moore

Board of Education Regular Meeting

July 28, 2026 6:00 PM

City Hall Council Chambers

I. 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. Present: Dr. Trey Duke, Ken Rocha, April Zavisa, Sheri Arnette, Cherie Richardson, Jaclyn Saunders, Angela Fairchild, Sia Phillips, Cathy Pressnell, Maria Johnson, Daniel Owens, Kimberly Hix, Enuel Carraballo, Crystal Landis, Carissa Crismon, Melissa Miffleton, Don Bartch, Jeremy Lewis, Lisa Trail, Caitin Bullard, Jessica Snell, Beth Warren, Jen Hickson, Shea Payne, Niki Stely, Rebecca Haigh, Kim Fischer Assistant City Attorney Lauren Bush, and City Liaison Bill Shacklett	Chair Amanda Moore
A. Public Comment Procedural Item No Public Comment.	
B. Pledge of Allegiance Procedural Item	
C. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2	Chair Amanda Moore
III. COMMUNICATIONS Information Item	Mrs. Lisa Trail
A. The Best of MCS-Chef Jack Sawyers Procedural Item	Dr. Trey Duke
B. Recognition of Discovery School Students-National Winners at Beta Convention- 1st Place Drawing-Tala Khanfar 6th Place-5th Grade Language Arts-Alaina Schrader 10th Place-4th Grade Language Arts-Tosin Adeyemo Action Item Dr. Duke recognized Discovery School as a National BETA School of Distinction and National BETA School of Merit. Discovery School Principal, Dr. Caitlin Bullard, introduced her school's national winners at the BETA National Convention and recognized BETA Club sponsors Beth Warren, Jennifer Hickson, Shea Payne, Kelsey McKnight, Jason Page, Kelley Kleppinger and Tiara Vance, as well as all the other staff members who pour into this project. Board Member Amanda Moore commented that this is just outstanding and thanked Dr. Bullard for representing MCS so well. Butch Campbell asked how many children our students competed against. BETA Club sponsor Beth Warren replied that our students compete in several rounds of competition throughout the year before even moving forward to the finals and placing in the nation.	
C. Presentation of Board of Distinction Plaque 2026-2029 by Mr. Steve Haley, Dickson County Board Member and TSBA Mid Cumberland District Director Procedural Item Mr. Steve Haley, TSBA Mid-Cumberland District Director, awarded the Murfreesboro City	Chair Amanda Moore

School Board with TSBA's Board of Distinction Award, which is one of TSBA's most prestigious awards. Mr. Haley commended the Board for meeting the requirements in the four key areas focusing on planning, policy, promotion and board development. Board Chair, Amanda Moore thanked Mr. Haley and all the board members. She continued by thanking the MCS administrative staff for helping put together the application.	
D. Recognition of New Administrative Staff for 2026-2027 Kimberly Hix-Principal at Cason Lane Academy Enuel Caraballo-Assistant Principal at Cason Lane Academy Crystal Landis-Assistant Principal at Erma Siegel Elementary Carissa Crismon-Assistant Principal at Bradley Academy Cherie Richardson-Coordinator of Science/Social Studies Procedural Item	Dr. Trey Duke
E. Spotlight on Education-Highlights of Summer Professional Development Sessions Procedural Item Dr. Cathy Pressnell and Sheri Arnette presented the board with a brief overview of the various professional development sessions offered to our teachers this summer. Dr. Pressnell reported that this year MCS hosted two versions of the Summer Literacy Institute. The original version is centered around the knowledge-building modules in our curriculum. We hosted 23 K-5 teachers and 3 ESL teachers. Our new version is over 8 hours of pre-work and almost 40 hours of in-person work that is focused on the curriculum's skills blocks, which is the foundational skills part of literacy. This cohort had 33 teachers in grades K-2, with 14 being kindergarten teachers. Dr. Pressnell is proud to report that teacher feedback continues to be strong from the program, and reports that MCS has had 210 teachers, coaches and leaders have been trained in ELA, with 11 of these teachers having attended both versions of the institutes. Assistant Superintendent, Sheri Arnette reported that MCS' New Teacher Orientation was held last week at MTSU in the College of Education building. We had 62 teachers attending each day with an emphasis on literacy, math and science curriculum, along with classroom management and instructional technology sessions. Ms. Arnette has received positive comments from many teachers which she shared with the Board. Ms. Arnette also reported that today, 65 professional development sessions were held at Erma Siegel Elementary, with various district presenters covering many different topics. MCS had over 200 of our teachers attend, and so far, feedback for all the professional development offered has been overwhelmingly positive.	Sheri Arnette
IV. 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	Chair Amanda Moore
A. Approval of 6-23-26 Board Minutes Consent Item	
B. Approval of Agreement-LanLink Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 4.204, <i>Instructional Use of Digital Devices</i>, on Second Reading Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Amanda Moore
A. Approval of Black Fox Elementary Eagle Scout Project	Dr. Trey Duke

Action Item Motion to approve Black Fox Elementary Eagle Scout Project. This motion, made by Mrs. Jeanette Price and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Dr. Trey Duke introduced Jackson Baker, who is seeking approval for his Eagle Scout Project at Black Fox Elementary. He will be building two buddy benches, which will be decorated colorfully and secured into the ground on the Black Fox campus. The purpose of these benches is that if a student doesn't have someone to play with, they sit on the bench and other students will notice and invite them to play. The purpose of this project is to prevent children from being left out and alerting other children of someone needing a playing companion. As part of his project, Jackson will also be providing Black Fox's 1st through 4th grade classrooms with a book about buddy benches and will be cleaning up trash around the Black Fox campus. Board member Karen Dodd asked if Jackson went to Black Fox as a student. Jackson stated that, yes, he was a Black Fox student. Ms. Dodd continued by asking Jackson what grade he's in this year. Jackson replied that he will be a senior in high school this year. Board member Jeanette Price thanked Jackson for his effort and hard work. She also commented that we appreciate him thinking about MCS as he celebrates his tenure with the Boy Scouts in completing his Eagle Scout project. Board Member Amanda Moore asked if Jackson would be building the benches himself. Jackson stated yes, he would build the benches and his friends, family members and troop members would help secure them in the ground.	
B. Approval of Board Policy 2.100, <i>Fiscal Management Goals</i>, on First Reading Action Item Motion to approve Board Policy 2.100, Fiscal Management Goals, on First Reading. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
C. Approval of Board Policy 4.6031, <i>Promotion and Retention Based on TCAP Results</i>, on First Reading Action Item Motion to approve Board Policy 4.6031, Promotion and Retention Based on TCAP Results, on First Reading. This motion, made by Mr. Butch Campbell and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
D. Approval of Board Policy 5.200, <i>Separation Practices for Tenured Teachers</i>, and Board Policy 5.201, <i>Separation Practices for Non-Tenured Teachers</i>, on First Reading Action Item Motion to approve Board Policy 5.200, Separation Practices for Tenured Teachers, and Board Policy 5.201, Separation Practices for Non-Tenured Teachers, on First Reading. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2	Ms. Lauren Bush
E. Approval of Board Policy 5.310, <i>Vacations and Holidays</i>, on First Reading Action Item Motion to approve Board Policy 5.310, Vacations and Holidays, as amended, on First Reading. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2 Motion to approve Board Policy 5.310, Vacations and Holidays, on First Reading. This motion, made by Mrs. Jeanette Price and seconded by Mr. Butch Campbell, passed. Yea: 5, Nay: 0, Absent: 2 Board Member Jeanette Price commented that she noticed Juneteenth wasn't one of MCS' holidays and asked how we could add that day to the list of holidays.	Ms. Lauren Bush

Dr. Trey Duke stated that days off are at the discretion of the Board, and if they want to add this day to the holiday list, the Board could vote to add it. Ms. Price stated that she would like to see this holiday added and proceeded to make a Motion to Amend Policy 5.310 to add Juneteenth as a paid holiday for 12-month employees.	
F. Approval of Board Policy 6.202, <i>Home Schools</i>, on First Reading Action Item Motion to approve Policy 6.202. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2 Board Member Jeanette Price asked whether homeschool students would be able to participate in MCS' extracurricular activities along with courses at the elementary level. Assistant City Attorney Lauren Bush replied that they could not enroll in our courses based on our Board Policy and State statute. She further explained that an extracurricular activity request depends on and begins with the school principal. The school principal would work with Assistant Superintendent Ken Rocha. The decision would be based on the activity and the time of day they would need to use the facilities, etc. Board Member Karen Dodd asked if this was just our policy. Lauren Bush responded that it's state law now as part of Public Chapter 912. Ms. Dodd followed up by asking if this test is the same as the test our students take. Dr. Trey Duke responded that this is another pathway for homeschool students, and they have to take a nationally-norm test that doesn't have to necessarily be in our school. Ms. Dodd confirmed with Dr. Duke that these students get to pick what test they take. Dr. Duke confirmed this. Board Member Amanda Moore asked if the test had to be monitored. Dr. Duke answered that the assessment has to be proctored by someone who is not a family member, but it does not specify where the assessment has to be taken. Board Member Barbara Long asked what MCS' responsibility was if a homeschool student was falling behind. Lauren Bush responded that we no longer have a responsibility, and she reported that this used to be monitored by Mr. Rocha's department. Ms. Bush reiterated that there is now no recourse for a school district to follow if we have concerns about a homeschool student. Mrs. Long confirmed that MCS is not accountable for their performance. Board Member Jeanette Price verified that homeschool students would still have to register under us as a homeschool student. Dr. Duke confirmed this as either an independent homeschool student or under an umbrella school. Assistant Superintendent Ken Rocha confirmed this. Ms. Price confirmed that now MCS is only accountable for registration. Mr. Rocha stated that if the student is in 3rd or 5th grade, we're looking at their assessment, but the difference now is that we're not having a follow-up conversation with the parents. Board Member Barbara Long confirmed that the parents are responsible for turning in their scores. Dr. Duke confirmed that we are not responsible and can't take action if they're falling behind. Board Member Amanda Moore verified that if a homeschool child isn't doing well, the child has no support from anyone outside the home. Ms. Bush confirmed that there is now less oversight if a child is falling behind. She followed up by stating they could still come and test with us, and we would report back on their progress.	Ms. Lauren Bush
G. Approval of Board Policy 6.306, <i>Interference/Disruption of School Activities</i>, on First Reading Action Item Motion to approve Board Policy 6.306, Interference/Disruption of School Activities, on First	Ms. Lauren Bush

Reading. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Board Member Barbara Long asked what this looks like during the school day with respect to the communication to parents. Dr. Trey Duke informed the Board that MCS has always been proactive in alerting families, so this is nothing new; it just formalizes the process. He further stated that Communications Director, Lisa Trail, has been proactive in reviewing the law and is drafting language that the principals can adapt. Assistant Superintendent Ken Rocha is creating a flow chart so that we follow the law in the event a situation arises that will require us to evacuate a classroom. The school staff are aware of how to alert parents which most likely will be delivered to parents the same day. Board Member Barbara Long commented that this is just another layer of a laundry list of things our principals have to do. Dr. Trey Duke followed up by stating that we want to make sure the communication is coming from the principal or assistant principal, and we are doing what we can do to help with these communications.	
H. Approval of Board Policy 6.4053, <i>Private Pay Applied Behavior Analysis Services</i>, on first reading Action Item Motion to approve Board Policy 6.4053, Private Pay Applied Behavior Analysis Services, on first reading. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2 Board Member Barbara Long questioned if this directive was coming from the State. Assistant City Attorney Lauren Bush confirmed that it is a statutory requirement. Ms. Long continued by commenting that she can see a lot of issues with this. Board Member Jeanette Price asked if providers would go through our background and security checks before entering schools. Ms. Bush stated that we are being very intentional with onboarding from specific providers that will include training, safety, security, and background checks. Ms. Bush further stated that we have procedures set up, and the Director of Special Education, Angela Fairchild, will be working closely with the schools. Ms. Bush also stated that we have a Memorandum of Understanding (MOU) that we require each provider who will be coming into our schools to sign. Ms. Bush further stated that we are proceeding slowly so we can head off any problems before we start. She also informed the Board that we have had some requests already. Ms. Bush noted that the request for these services has to come from the parents, not the provider. Board Member Barbara Long asked if the academic block would be protected. Dr. Trey Duke confirmed that it would be and that we will work it out with the provider to be sure it doesn't interfere with any IEP services we are required to provide. Board Member Jeanette Price verified that this cannot replace a student's IEP. Dr. Duke confirmed that it could not replace a student's IEP and that this is in addition to any IEP services we provide as a district. Dr. Duke also emphasized that the process starts with the parent, not the provider. Board Member Amanda Moore stated that she had a lot of worries reading this law but felt better after reading our policy. Ms. Bush stated that she has drafted this policy from scratch to make it individualized to MCS and the challenges that we anticipate.	Ms. Lauren Bush
I. Approval of Instruction on Human Trafficking Awareness and Prevention Action Item Motion to approve Instruction on Human Trafficking Awareness and Prevention. This motion,	Dr. Trey Duke

made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Board Member Karen Dodd asked if we are already doing this. Dr. Trey Duke confirmed that our school counselors complete a child safety unit every spring with every student. Board Member Amanda Moore questioned whether this will eliminate anything we normally do. Dr. Duke stated no, everything we do will stay the same. Board Member Barbara Long asked Communications Director Lisa Trail if we plan to offer any child trafficking courses at our Parent University this year. Dr. Duke responded that we will meet with our Family and Community Engagement Coordinator, Jennifer Lowe, in order to get this added to our Parent University and get the date of this session to the Board.	
J. Approval of Student Fees for 2026-2027 Action Item Motion to approve Student Fees for 2026-2027. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Board Member Butch Campbell asked if there was any increase to student fees this year. Dr. Trey Duke responded that these amounts are the same as last school year. Board Member Amanda Moore stated that she likes the way we approve these fees up front now versus how they were approved individually in the past. Mr. Campbell followed up by asking if every T-shirt for a student would be \$15. Dr. Duke responded that any time we charge a student a fee, the Board has to approve; however, this doesn't mean all students will be charged \$15. It states that they can be charged up to the amounts mentioned. Anything over these capped amounts would still come to the Board for review.	Dr. Trey Duke
K. Approval of Participation in Purchasing Cooperatives for New Fiscal Year Action Item Motion to approve Participation in Purchasing Cooperatives for New Fiscal Year. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2	Dr. Trey Duke
L. Approval of Contract-Scales Roof Action Item Motion to approve Contract-Scales Roof. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 5, Nay: 0, Absent: 2	Dr. Trey Duke
M. Approval of Middle TN Extermination Contract Action Item Motion to approve Middle TN Extermination Contract. This motion, made by Mr. Butch Campbell and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2 Board Member Amanda Moore asked if we had bid out this project. Assistant City Attorney Lauren Bush stated that we are part of the State's Central Procurement Office (CPO), and they require bids for projects like this. By being a part of the State's CPO, it allows individual governmental agencies to operate off of it.	Dr. Trey Duke
N. Approval of Johnson Controls Agreement for FY27 Fire Protection Services Action Item Motion to approve Johnson Controls Agreement for FY27 Fire Protection Services. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 5, Nay: 0, Absent: 2	Dr. Trey Duke
VI. REPORTS AND INFORMATION	Chair Amanda Moore

Information Item	
A. Personnel Report Information Item Dr. Trey Duke informed the Board that this personnel report includes all the new teachers who start work on Friday.	Dr. Trey Duke
B. Director's Update Information Item Dr. Trey Duke informed the Board that on Friday we officially welcome back all of our teachers and 10-month classified employees for the 26-27 school year. He continued by saying that over the course of the next week, they will be participating in professional development sessions both at the school and district levels and will also have time in their classrooms. School open houses occur on August 5th, students return on August 7th, and then we begin our kindergarten phase-in the following week. Dr. Duke also relayed that we are looking forward to everyone being back, and reminded families to be sure to check the website for school-specific information and to get their students registered in Skyward. Dr. Duke further added that he is so very proud of Amy Jackson for being one of nine top teachers in the State. He further stated that over the past several years, we've had a lot of our excellent employees recognized at the State level. Board Member Amanda Moore stated that she and fellow Board Member Jeannette Price visited the New Teacher Luncheon where Amy Jackson spoke, and they were very impressed with her by getting them motivated! Board Member Barbara Long asked how many positions we still had open. Dr. Duke informed the Board that all classroom positions are filled. Director of Human Resources Maria Johnson reported that we still have openings for four CDC teachers, a BEST teacher and a vision teacher. Board Member Amanda Moore followed up confirming that we have financial incentives available for some of these positions. Ms. Johnson confirmed that a \$10,000 stipend is available for the BEST position and a \$2,000 stipend for the CDC teaching positions. Board Member Barbara Long asked whether we were through with construction everywhere. Assistant Superintendent of Operations Don Bartch updated the Board, noting that the Bradley ceiling project wrapped up last night, and the Mitchell-Neilson new doors project should be finalized next week. Mr. Bartch further commented that the ceiling project was a massive project on a very strict timeline. Ms. Long further asked if we would be able to get the building cleaned before the teachers return. Mr. Bartch replied that we are doing that right now, and ABM is there to make sure everything is cleaned. Finally, Board Member Butch Campbell commented that there were a massive number of people at Mitchell-Neilson on Saturday. Communications Director Lisa Trail replied that we had over 1,000 people in attendance at the event put on by our Family Resource Center and our community partners.	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Amanda Moore
VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Butch Campbell and seconded by Ms. Karen Dodd, passed. Yea: 5, Nay: 0, Absent: 2 Meeting adjourned at 7:23pm	Chair Amanda Moore

Agenda Item Title: Emergency Response Communication Platform

Board Meeting Date: August 11, 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 requests approval to purchase a communication platform that supports the District's emergency response operations. The purchase will be made through Sourcewell Contract No. 121923. Because the purchase involves security-sensitive systems, specific contract and implementation details will be provided separately to Board members. This contract represents the renewal of our existing programs and not a new program.

Staff Recommendation

Approve the purchase of an emergency response communication platform through Sourcewell Contract No. 121923.

Fiscal Impact

The total contract amount is \$29,392.50 for a one-year term and will be paid from budgeted Technology funds.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Agenda Item Title: Trade-In Agreement with TopRight Telecom

Board Meeting Date: August 11, 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

Murfreesboro City Schools proposes to enter into a Trade-In Agreement with TopRight Telecom to exchange approximately 2,943 surplus Dell devices for new Lenovo Chromebooks. TopRight will provide on-site sorting, grading, packaging, pickup, testing, and secure data destruction, with the final number of Chromebooks determined by the condition of the traded devices. This transaction is authorized by T.C.A. § 49-6-2007(f)(2).

Staff Recommendation

Approval of Trade-In Agreement with TopRight Telecom

Fiscal Impact

There is no direct expenditure of District funds associated with the trade-in transaction. MCS will receive new Lenovo Chromebooks in exchange for surplus Dell devices that have been removed from District inventory. All sorting, packaging, pickup, shipping, data-destruction, and related costs are included in the transaction.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.



TOPRIGHT TELECOM

Trade-In Agreement

Date: 87/16/2026

Company HQ TopRight Telecom
Contact Scott Overstreet
Address 924 Anacapa St.
City, State, Zipcode Santa barbara, CA 93103
Phone 805-364-0544
Email scotto@toprighttelecom.com

Company Murfreesboro City School District
Address 2552 South Church Street
City, State, Zip code Murfreesboro, TN 37127
Phone 615-893-2313

From Murfreesboro	Qty.		(To Murfreesboro)	Description	Qty Per Grade
Dell 5400	684	Grade A	83T60006US	LVO 100E 11 G5 MTK540 64/4 CHROME	
Dell 5490	50	Grade B	CDW # 9070210		
Dell 3110/3120	2209	Grade C			93
		Grade D			
		Grade F			

Please note that the final quatity may be higher or lower than exact number per grade above. For example, if the average grade is a closer to a B- or C+ the final quantity would be below 158 or above 76.

For questions or need for changes please contact
Scott Overstreet at 805.689.0983 or scotto@toprighttelecom.com

A Grade Mint condition (No scratches)
B Grade Some light scratches on case or screen
C Grade More scratches and particularly more on the screen or deeper scratches on cover
D Grade Functional but may have issues like missing keys, large dent or heavy or deep scratches on screen
F Grade Non-functional, cracked screen, or can't hold power.

Scope of work: White glove labor includes on-site sorting and packaging. All packaging supplies and shipping costs included.
Once received All devices will be sorted and checked for cosmetics damage. Units will then go through a thorough test of screens, ports, speakers, battery and functionality.
All units will receive a full data wipe and client will be given a certificate of date destruction and a complete report of each individual unit noting each test and final grade.
Equipment from TopRight to Murfreesboro is certified new and includes original manufacturer warranty. Esitmated time for project completion is 30 days from day of pick up.

Full Name _____
Murfreesboro City School District

Date _____

Full Name _____
TopRight Telecom

Date _____

ADDENDUM TO TOPRIGHT TELECOM TRADE-IN AGREEMENT

This Addendum (herein “Addendum”) amends the Trade-In Agreement dated July 16, 2026, and all attachments, exhibits, physical or virtual documents or writings referenced therein, and any click-through, clickwrap, shrink-wrap, or other virtual agreement (collectively, the “Agreement”) between TopRight Telecom (herein “Contractor”) and Murfreesboro City Schools (herein “District”) (collectively, the “Parties”). The Agreement provides for the District’s trade-in of certain surplus Dell devices in exchange for new Lenovo Chromebook devices, together with related sorting, grading, packaging, transportation, testing, data-destruction, reporting, and warranty obligations. In consideration of using Contractor’s form agreement, the mutual promises set forth 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. **Statutory Authority.** The Parties acknowledge and agree that this transaction is authorized under T.C.A. § 49-6-2007(f)(2), which permits a local education agency to dispose of computers by selling or trading them to a computer vendor as part of a proposal to purchase new computers, without compliance with the public advertising or competitive bidding requirements otherwise applicable to surplus property. For purposes of this Addendum, the term “Surplus Devices” means the computers and related equipment listed in the attached Trade-In Agreement and any exhibits thereto that have been removed from District inventory and are being transferred to Contractor solely as consideration toward District’s purchase of new computer equipment under the Agreement.

3. **Shipping, Delivery, and Transportation.** All packaging, shipping, freight, insurance, and transportation costs associated with the delivery of new equipment to the District and the return shipment of the surplus trade-in devices to Contractor shall be fully borne by Contractor and are included in the pricing and consideration reflected in the parties’ transaction. No additional shipping, handling, or freight charges of any kind shall be assessed to District.

3.1. Contractor may utilize a common carrier or courier service of its choosing, including but not limited to UPS, FedEx, or a freight carrier; however, all shipments of new equipment shall be made prepaid and insured by Contractor and shall be delivered FOB Destination (District Facility). Title to and risk of loss for the new equipment shall remain with Contractor until the equipment is delivered to District and accepted in accordance with the delivery acceptance provisions of this Addendum.

3.2. Return shipment of the surplus devices to Contractor shall likewise be prepaid and insured by Contractor and shall be deemed FOB Contractor Facility. Risk of loss for the surplus devices shall transfer to Contractor at the moment the carrier receives the devices for transport following the exchange.

3.3. Contractor shall provide all packaging materials, labels, and protective shipping supplies necessary to safely transport the surplus devices and shall provide District with shipment tracking information and reasonable chain-of-custody documentation upon request.

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

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

7. **Data Sanitization.** Contractor shall, at its sole cost and expense, sanitize all data storage media contained in the surplus devices in accordance with NIST Special Publication 800-88 (or an equivalent industry standard). Data sanitization shall occur promptly following Contractor's receipt of the surplus devices. Within ninety (90) days of Contractor's receipt of the surplus devices at Contractor's designated facility, Contractor shall provide District with a written Certificate of Data Destruction or Sanitization identifying the devices processed and certifying that all data has been permanently and irreversibly removed.

8. **FERPA Compliance.** Contractor acknowledges that the surplus devices received under this Agreement may contain education records or personally identifiable information from education records, as those terms are defined under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. For purposes of performing data sanitization services under this Agreement, Contractor is hereby designated as a "school official" with a legitimate educational interest within the meaning of FERPA, solely to the extent necessary to access and sanitize the devices. Contractor shall not access, use, disclose, or retain any student data or education records for any purpose other than to perform the data destruction obligations described herein. Contractor shall implement appropriate administrative, technical, and physical safeguards to protect the confidentiality and security of any education records or student information prior to data sanitization and shall immediately report any unauthorized access, use, or disclosure to District. Contractor's designation as a school official under this Section shall apply only until data sanitization is complete. Upon completion of data destruction, Contractor shall no longer be deemed a school official under FERPA with respect to the devices.

9. **Environmental, Data, and Legal Compliance.** Contractor represents and warrants that all handling, processing, resale, recycling, and disposal of the surplus devices shall be performed

in full compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all environmental protection statutes, electronic waste and hazardous materials regulations, data protection and information security laws, and any export, resale, or transfer restrictions applicable to used electronic equipment.

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 District 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the dates set forth below.

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: Board Policy 2.100, *Fiscal Management Goals*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- | | |
|-------------------------|-------------------------------------|
| Consent Agenda | ☐ |
| Action Item | ☒ |
| Reports and Information | ☐ |

Requires City Council Approval: Yes ☐ No ☒

Summary

Recent guidance from the Tennessee Comptroller's Office in *Fiscal Health Principles for Tennessee School Districts and Local Governments* recommends that boards require annual internal control reviews. MCS Board Policy 2.100 has been revised to reflect this recommendation. The District's internal controls are maintained through administrative directives and departmental internal control manuals.

Staff Recommendation

Approve changes to Board Policy 2.100, *Fiscal Management Goals*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring:
**Review: Annually, in
September**

Descriptor Term:
Fiscal Management Goals

Descriptor Code:
2.100

Issued Date:
10/24/17

Rescinds:

Issued:
01/09/2408/11/26

The Board shall practice sound fiscal management procedures which guarantee^s maximum use of all resources provided. The Board assumes responsibility, within its financial capabilities, for providing at public expense all items of equipment, supplies,^a and services that may be required in the interest of education in the schools under its jurisdiction.¹

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In fiscal management, the Board seeks to achieve the following goals:

1. To engage in advance planning, with broad-based staff and community involvement;
2. To establish levels of funding which will provide quality education for the system's students;
3. To use the available techniques for budget development and management;
4. To provide timely and appropriate information to all staff with fiscal management responsibilities; and
5. To require the Director of Schools to establish-develop efficient procedures for accounting, reporting, purchasing and delivery, payroll, payment of vendors and contractors, internal controls, and all other areas of fiscal management. Financial policies and accompanying procedures shall be review annually to ensure ongoing compliance.²

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Legal References

1. TCA 49-3-314(c); *Tennessee Internal School Funds Manual*, Section 1-53-1

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2. Tenn. Comptroller of the Treasury, *Fiscal Health Principles for Tenn. School Districts and Local Governments* (2026)

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Agenda Item Title: Board Policy 4.6031, *Promotion and Retention Based on TCAP Results*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revision to Board Policy 4.6031 clarifies the third-grade promotion pathway based on the most recently administered state-provided benchmark assessment. Consistent with State Board Rule 0520-01-03-.16(8), the policy will specify that, for this pathway, the state-provided benchmark assessment is the Tennessee Universal Reading Screener provided by the Department. The clarification does not create or require a separate third-grade benchmark assessment.

Staff Recommendation

Approve changes to Board Policy 4.6031, *Promotion and Retention Based on TCAP Results*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☒ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Promotion and Retention Based on TCAP Results	Descriptor Code: 4.6031	Issued Date: Click here to enter a date.
		Rescinds: IS 14	Issued: 12/13/22

General

In addition to the requirements in Board Policy 4.603, the school district shall comply with the additional requirements below for promotion and retention of students in grade three (3) and four (4), in accordance with the Tennessee Learning Loss Remediation and Student Acceleration Act and T.C.A. § 49-6-3115.

Decision of Retention – Third Grade¹

Third grade students shall not be promoted to the next grade unless they are determined to be proficient (i.e., receive a performance level rating of “~~on-track meeting~~” or “~~mastered exceeding expectations~~”) in English language arts (ELA) based on the student’s most recent Tennessee Comprehensive Assessment Program (TCAP) test.

Students who are not proficient in ELA may still be promoted if the following conditions are met:

1. A student in third grade receiving a performance level rating of “approaching” on the ELA portion of the student’s most recent TCAP test may be promoted if:
 - a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
 - b. The student was previously retained in grades K-3;
 - c. The student is retested before the next school year and scores proficient in ELA;
 - d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and demonstrates adequate growth on the post-test at the end of the camp; or
 - ~~e.~~ The student receives tutoring for the entirety of the next school year in accordance with state law;
 - ~~f.~~ The student demonstrates proficiency in ELA standards by scoring ~~within~~ at or above the fiftieth percentile on the most recently administered state-provided benchmark assessment (i.e., the Tennessee Universal Reading Screener provided by the department) and the district provides tutoring services to the student during the entire fourth grade school year and notifies the student’s parent/guardian, in writing, of the benefits of enrolling the student in summer programming; or
 - ~~e.g.~~ The student was administered a state-mandated assessment pursuant to TCA 49-1-616(d) as a third-grade student and the student demonstrates proficiency in ELA based on the student scoring within the fiftieth percentile on the most recently administered universal reading screener approved by the State Board of Education or the Tennessee universal reading screener.²

2. A student in third grade receiving a performance level rating of “below” on the ELA portion of the student’s most recent TCAP test may be promoted if:
 - a. The student is an English language learner and has received less than two (2) full years of ELA instruction;
 - b. The student was previously retained in grades K-3;
 - c. The student is retested before the next school year and scores proficient in ELA; or
 - d. The student attends a learning loss bridge camp before the next school year, maintains a ninety percent (90%) attendance rate, and receives tutoring for the entirety of the next school year in accordance with state law.

Decision of Retention – Fourth Grade¹

~~Students in the following categories shall show adequate growth in the following ways before being promoted to the fifth grade:~~

- ~~1. A student who is promoted to the fourth grade due to receiving tutoring for the entirety of the next school year in accordance with state law or because of attending a learning loss bridge camp must maintain a ninety percent (90%) attendance rate; and~~
- ~~1. A student receiving tutoring for the entirety of the next school year in accordance with state law shall be required to show adequate growth on the fourth grade ELA portion of TCAP before the student may be promoted to fifth grade.~~

~~Students in the following categories may be promoted to fifth grade if they demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test:~~

- ~~1. A student who was promoted to fourth grade due to receiving tutoring for the entirety of the fourth-grade school year; and~~
- ~~2. A student who was promoted to fourth grade due to attending a learning loss bridge camp while maintaining a ninety percent (90%) attendance rate and receiving tutoring for the entirety of the fourth grade school year.~~

~~If a student that was promoted to fourth grade under one of the provisions above does not demonstrate adequate growth on the fourth-grade ELA portion of the TCAP test, then the following shall occur:~~

- ~~1. The student’s principal shall convene a conference consisting of the following parties: the student’s parent(s)/legal guardian, the student’s ELA teacher, and the student’s principal.~~
- ~~2. The conference shall review the student’s fourth grade ELA performance to determine if the student should be promoted to fifth grade.~~
- ~~3. At the conclusion of the conference, a majority of the parties shall agree to one of the following:~~
 - ~~a. The student will be promoted to fifth grade and be assigned a tutor for the entirety of the student’s fifth-grade year; or~~
 - ~~b. The student will be retained in fourth grade. A student shall not be retained more than once in fourth grade.~~

~~2.—~~

~~A student shall not be retained more than once in fourth grade.~~

Decision of Retention – Students with ~~Disabilities~~²Disabilities³

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Retention and promotion decisions shall be made on a case-by-case basis and in consultation with the student's IEP and/or 504 team to determine whether the student's performance on the ELA portion of TCAP was due to the student's disability. The TCAP retention requirement does not supersede the school district's obligation to comply with the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act. The school district ~~shall not retain~~ shall not retain a student based on ~~the a~~ student's disability or suspected disability that impacts their ability to read.

APPEALS³ APPEALS⁴

For students where retention is required per the additional requirements for students in third and fourth grade, parent(s)/guardian(s) may appeal this decision directly to the Department of Education in accordance with state law and State Board of Education rules.⁴

Legal References

1. TRR/MS 0520-01-03-.16(7); TRR/MS 0520-01-03-.16(8)
2. Public Acts of 2026, Chapter No. 1030
3. 29 U.S.C. § 794 (Section 504); 20 USCA § 1400 *et seq.*; TRR/MS 0520-01-03-.16(7)(e). T.C.A. §49-6-3115
4. TRR/MS 0520-01-03-.16(3); TRR/MS 0520-01-03-.16(6)(e); TRR/MS 0520-01-02-.17(7); TCA 49-6-3102(e)(1)
5. TRR/MS 0520-01-03-.16(7)(f)

Cross References

Grading System 4.600
Reporting Student Progress 4.601
Promotion and Retention 4.603
Attendance 6.200
Student Assignments 6.205
Homeless Students 6.503
Student Records 6.600

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Agenda Item Title: Board Policy 5.200, *Separation Practices for Tenured Teachers*, and Board Policy 5.201, *Separation Practices for Non-Tenured Teachers*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda ☐
- Action Item ☒
- Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revisions to these policies reflect Public Chapter 898, which removes the local Board's authority to file a complaint with the State Board of Education seeking suspension of a teacher's license for a mid-year resignation and breach of contract. The policies also incorporate TSBA model-policy language authorizing the Director of Schools, during an investigation, to temporarily modify a certified employee's work status through reassignment to alternate duties, placement on administrative leave with pay, or temporary removal from the school setting, as appropriate to address safety concerns or minimize disruption to the educational environment.

Staff Recommendation

Approve changes to Board Policy 5.200, *Separation Practices for Tenured Teachers*, and Board Policy 5.201, *Separation Practices for Non-Tenured Teachers*, on first reading

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☒ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Tenured Teachers	Descriptor Code: 5.200	Issued Date: 09/13/22
		Rescinds: 5.200	Issued: 02/00/21

REPORTING OF CRIMINAL ARRESTS

All employees shall report being arrested to their immediate supervisor within two (2) days of the arrest. The supervisor must report the offense to the Director of Schools immediately, and the Director of Schools must report the arrest to the Board Chair as soon as practical.

ALLEGATIONS REQUIRING TEMPORARY REMOVAL FROM DUTY

If an investigation of a certified employee's conduct is required, the Director of Schools shall determine whether to temporarily modify the certified employee's work status based on concerns for safety or to minimize disruption to the educational environment. This may include, but is not limited to:

- Reassignment to alternate duties;
- Placement on administrative leave with pay; or
- Temporary removal from the school setting.

Such action shall not be considered disciplinary in nature but rather a precautionary measure until a determination can be made regarding an appropriate return to duties, or the imposition of disciplinary action, which could include suspension without pay.

SUSPENSION PENDING AN INVESTIGATION¹

The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. The Director of Schools may suspend a teacher with or without pay. If the suspension is without pay and the teacher is vindicated or reinstated, the teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS^{2,3}

A Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct and insubordination. Before an employee is suspended they shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director/designee at a conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

The Director of Schools may suspend a tenured teacher with or without pay. If the suspension is without pay and the teacher is reinstated, the tenured teacher shall be paid full salary for the period of suspension, unless suspension without pay is deemed to be an appropriate penalty.

DISMISSAL OR SUSPENSIONS GREATER THAN THREE DAYS⁴

~~The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing officers, as defined under Tennessee law.~~

When charges are made against a tenured teacher, charging the teacher with offenses which may justify dismissal or a suspension greater than three (3) days, the charges shall be made in writing, specifically stating the offenses which are charged, and shall be signed by the party or parties making the charges.

If, in the opinion of the Board, the charges are of such nature as to warrant the release or a suspension greater than three (3) days of the teacher, the Director of Schools shall give the teacher a written notice of this decision, a copy of the charges against the teacher, and a copy of a form provided by the Commissioner of Education advising the teacher of his/her legal duties, rights, and recourse.

A tenured teacher who has been given notice of charges against him/her may within thirty (30) days after receipt of notice give written notice to the Director of Schools of his/her request for a hearing.

The Director of Schools shall, within five (5) days after receipt of request, assign a hearing officer from the list maintained by the Board. ~~The Board shall maintain a list of qualified individuals who have indicated a willingness to act as impartial hearing officers, as defined under Tennessee law.~~

The hearing officer shall notify the parties, or their attorney, of the officer's assignment and direct the parties or the attorneys for the parties, or both, to appear before the hearing officer for simplification of issues and the scheduling of the hearing. That hearing shall be set no later than thirty (30) days following receipt of the initial request for a hearing. In the discretion of the hearing officer, all or part of any prehearing conference may be conducted by telephone if each participant has an opportunity to participate, be heard, and to address proof and evidentiary concerns. The hearing officer is empowered to issue appropriate orders and to regulate the conduct of the proceedings.

Either party may appeal to the Board of Education an adverse ruling by giving written notice of appeal within ten (10) working days of the hearing officer's delivery of the hearing officer's written findings and conclusions. The Director of Schools shall prepare a copy of the proceedings, including all transcripts and evidence, documentary or otherwise, and transmit the same to the Board within twenty (20) working days of the receipt of the notice of appeal.

The Board shall hear the appeal on the record, and no new evidence may be submitted by either party. The appealing party may appear before the Board to argue why the adverse ruling should be overturned. In no event should such argument last more than fifteen (15) minutes unless the Board should vote to extend additional time. At the conclusion of the hearing, any member of the Board may vote to sustain the decision of the hearing officer, send the record back for additional evidence, revise the penalty, or reverse the decision. The Board shall render its decision within ten (10) working days after the conclusion of the hearing. Within twenty (20) working days after receipt of notice of the decision of the Board, either party may appeal to the Rutherford County Chancery Court. The Board shall provide the entire record of the hearing to the court. ~~In the event that the decision of the Board is appealed to the Chancery court, the Board shall transmit the entire record prepared by the Director and reviewed by the Board to the Chancery court for its review.~~

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation. A teacher who fails to give such notice, in the absence of justifiable extenuating circumstances, shall forfeit all tenure status. The Board may waive the thirty (30) days' notice requirement and permit a teacher to resign in good standing.⁵

The conditions under which it is permissible to break a contract with the Board are as follows:⁶

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board;
2. The drafting of the teacher into military service by a selective service board; or
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁷

~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁸~~

RETIREMENT

Retirement shall mean a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or social security benefits. ~~Employees~~ Certified employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system.

~~Central Office personnel~~ The Human Resources Department shall assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring employee to provide verification of eligibility in writing from the Tennessee Consolidated Retirement System (TCRS) to the Human Resources Department ~~Central Office~~. It shall be the responsibility of the retiring employee to file for benefits.

Legal References

1. TCA 49-5-511(a)(3)
2. [TCA 49-2-301\(b\)\(1\)\(EE\)](#), TCA 49-5-512(d)
3. TCA 49-5-511(a)(2)
4. TCA 49-5-511—513
5. TCA 49-5-508(a)
6. TCA 49-5-508(c)
7. TCA 49-5-706
8. ~~TCA 49-5-411(b)~~
8.

Cross References

Public Hearings 1.401
 Teacher Tenure 5.117
 Recommendations and File Transfers 5.203

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Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Separation Practices for Non-Tenured Teachers	Descriptor Code: 5.201	Issued Date: Click here to enter a date.
		Rescinds: 5.201	Issued: 09/13/22

REPORTING OF CRIMINAL ARRESTS

All employees shall report being arrested to their immediate supervisor within two (2) days of the arrest. The supervisor must report the offense to the Director of Schools immediately, and the Director of Schools must report the arrest to the Board Chair as soon as practical.

ALLEGATIONS REQUIRING TEMPORARY REMOVAL FROM DUTY

If an investigation of a certified employee's conduct is required, the Director of Schools shall determine whether to temporarily modify the certified employee's work status based on concerns for safety or to minimize disruption to the educational environment. This may include, but is not limited to:

- Reassignment to alternate duties;
- Placement on administrative leave with pay; or
- Temporary removal from the school setting.

Such action shall not be considered disciplinary in nature but rather a precautionary measure until a determination can be made regarding an appropriate return to duties, or the imposition of disciplinary action, which could include suspension without pay.

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SUSPENSION PENDING AN INVESTIGATION¹

The Director of Schools may suspend a teacher at any time that may seem necessary, pending investigation or final disposition of a case before the Board or an appeal. If the matter under investigation is not the subject of an ongoing criminal investigation or a Department of Children's Services investigation, and if no charges for dismissal have been made, a suspension pending investigation shall not exceed ninety (90) days in duration. The Director of Schools may suspend a non-tenured teacher with or without pay. If the suspension is without pay and the teacher is vindicated or reinstated, the non-tenured teacher shall be paid full salary for the period of suspension.

SUSPENSION OF THREE DAYS OR LESS²

A Director of Schools/designee may suspend a teacher for incompetence, inefficiency, neglect of duty, unprofessional conduct, and insubordination. Before an employee is suspended, he/she shall be: (1) provided with written notice, including the reasons for the suspension along with an explanation of the evidence; (2) given an opportunity to respond to the Director/designee at a recorded conference, if requested within five (5) days; and (3) given a written decision of the suspension within ten (10) days. Both parties may be represented by counsel at the conference, which shall be recorded.

DISMISSAL OR SUSPENSION GREATER THAN THREE DAYS²

The Director of Schools may dismiss or suspend for more than three (3) days any non-tenured teacher during the contract year for incompetence, inefficiency, insubordination, improper conduct, or neglect of duty after giving the non-tenured teacher, in writing, due notice of the charges.

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The Director of Schools shall give the non-tenured teacher an opportunity for a full and complete hearing before an impartial hearing officer.

The Board will appoint an impartial hearing officer to conduct such hearings. The hearing officer will hear the case and the employee shall have the right to:

1. Be represented by counsel;
2. Call and subpoena witnesses;
3. Examine all witnesses; and
4. Require that all testimony be given under oath.

Factual findings and decisions in all dismissal cases shall be reduced to written form and delivered to the affected employee within ten (10) working days following the close of the hearing. The employee may appeal the decision to the Board within ten (10) working days of the hearing officer rendering the written decision to the employee. Written notice of appeal to the Board shall be given to the Director of Schools. Within twenty (20) days of receipt of notice, the Director shall prepare a copy of the proceedings, ~~transcript, including all transcripts and evidence,~~ documentary ~~and other evidence presented or otherwise,~~ and provide ~~the a copy to the~~ Board ~~a copy of the same.~~

The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in the same manner as the non-tenured teacher.

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The Board shall hear the appeal. No new evidence shall be introduced. The non-tenured teacher may appear in person or be represented by counsel and argue why the decision should be modified or reversed. In no event should such argument last more than fifteen (15) minutes, unless the Board should vote to extend additional time. The Board shall take one of the following actions:

1. Sustain the decision;
2. Send the record back if additional evidence is necessary;
3. Revise the penalty; or
4. Reverse the decision.

Before any decision to dismiss is made, a majority of the membership of the Board shall concur in sustaining the charges. The Board shall render a decision on the appeal within ten (10) working days after the conclusion of the hearing.

The Director of Schools shall also have the right to appeal any adverse ruling by the hearing officer in same manner as the non-tenured teacher.

Within twenty (20) working days after receipt of notice of the decision of the Board, either party may appeal to the Rutherford County Chancery Court. The Board shall provide the entire record of the hearing to the court.

NONRENEWAL

Non-tenured teachers are subject to the same rules and regulations and are entitled to the privileges of employment enjoyed by tenured teachers except that they have no claim upon continuing employment or tenure protections.

The principal is responsible for discussing deficiencies as part of the evaluation process with the non-tenured teacher and providing assistance for overcoming these deficiencies.

The Director of Schools is under no obligation to re-employ non-tenured teachers at the end of their contract period. If the Director of Schools determines not to renew the contract of a non-tenured teacher the following action shall be taken:

1. The Board shall be notified at the next regular Board meeting; and
2. Written notice of non-renewal shall be sent to the teacher by certified mail, overnight carrier, or by email within five (5) business days following the last instructional day for the school year. If the reason for nonrenewal is due only to a loss of funding for the position, then the notice shall include a statement listing it as the cause for nonrenewal.³

RESIGNATION

A teacher shall give the Director of Schools notice of resignation at least thirty (30) days before the effective date of the resignation.⁴ The Board may waive the thirty (30) days-notice requirement and permit a teacher to resign in good standing.

The conditions under which it is permissible to break a contract with the Board are as follows:⁵

1. The incapacity on the part of the teacher to perform the contract as evidenced by the certified statement of a physician approved by the Board;
2. The drafting of the teacher into military service by a selective service board; or
3. The release by the Board of the teacher from the contract which the teacher has entered into with the Board.

Any teacher on leave shall notify the Director of Schools in writing at least thirty (30) days prior to the date of return if the teacher does not intend to return to the position from which he/she has taken leave. Failure to render such notice may be considered a breach of contract.⁶

~~Upon a breach of contract, the Board, upon a motion recorded in its minutes, may file a complaint with the State Board of Education and request the suspension of a teacher's certificate. After the State Board of Education has provided the teacher an opportunity for defense during a hearing, the State Board of Education may suspend the certificate for no less than thirty (30) and no more than three hundred sixty-five (365) days.⁷~~

RETIREMENT

Retirement is a termination of services under conditions which will allow the employee to draw benefits from retirement plans and/or Social Security benefits.

~~Certified e~~Employees eligible for retirement benefits may elect to retire at any age according to the provisions of the retirement system. ~~Central Office personnel~~The Human Resources Department shall

1 assist employees in securing retirement benefits; however, it shall be the responsibility of the retiring
2 employee to provide verification of eligibility in writing from the Tennessee Consolidated Retirement
3 System (TCRS) to the ~~Central Office~~ Human Resources Department. It shall be the responsibility of the
4 retiring employee to file for benefits.

5 *(Note: Nonrenewal of non-tenured teachers after the contract year is not suspension or dismissal and*
6 *does NOT follow the suspension/dismissal procedures outlined in this policy. Rather, nonrenewal of*
7 *non-tenured teachers after the contract year follows the nonrenewal procedures outlined in this*
8 *policy).*

Legal References

1. TCA 49-5-511(a)(3)
2. TCA 49-2-301(b)(1)(EE); TCA 49-5-512
3. TCA 49-5-409; Public Acts of 2022, Chapter No, 678
4. TCA 49-5-508
5. TCA 49-5-411(a)
6. TCA 49-5-706
7. ~~TCA 49-5-411(b)~~
7.

Cross References

Public Hearings 1.401
Teacher Tenure 5.117
Recommendations and File Transfers 5.203

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Agenda Item Title: Board Policy 6.202, *Home Schools*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revision to Policy 6.202, *Home Schools*, updates the District's home-school testing requirements to comply with Public Chapter 912. The revision also removes language concerning the District's responsibility to follow up with home-school students and require re-enrollment when there was evidence of a lack of academic progress, as Public Chapter 912 removed that statutory requirement.

Staff Recommendation

Approve changes to Board Policy 6.202, *Home Schools*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☒ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Home Schools	Descriptor Code: 6.202	Revised: Click here to enter a date.
		Rescinds: BO 52	Issued: 04/01/14

A "home school" is a school conducted or directed by ~~a parent or parent(s) or~~ legal guardian(s) ~~or guardians~~ for their own children. Home schools which teach grades K-12 where the parent(s)/guardian(s) are associated with an organization that conducts church-related schools¹ are exempt from the following provisions, but must follow procedures issued by the State Department of Education.

- A parent/guardian wishing to conduct a home school shall meet the following requirements:²
1. Provide annual notice to the Director of Schools before the commencement of each school year of the intent to conduct a home school;
 2. Submit to the Director of Schools the name, number, age, grade level of children involved, location of the school, curriculum to be offered, proposed hours of instruction, and qualifications of the parent/teacher;
 3. Maintain attendance records, subject to inspection ~~of the by the local~~ Director of Schools or their designee;
 4. Submit attendance records to the Director of Schools at the end of each school year;
 5. Provide instruction for at least four (4) hours per day for the same number of instructional days as ~~are required by state law for public schools~~;³
 6. Possess a high school diploma or a high school equivalency credential approved by the State Board of Education;⁴
 7. ~~Cooperate in~~ Ensure the administration to home school students of appropriate tests approved by the ~~Commissioner of Education, his/her designee or by a professional testing service~~ State Board of Education or a standardized test selected by the parent-teacher that provides nationally-normed analytics in English and math in grades five (5), seven (7), and nine (9);⁵
 8. Take actions according to state law if home school student falls behind appropriate grade level;
 9. Submit proof to the Director of Schools that other health services and examinations as required by law have been received by the home school student; and
 10. In the event of illness or inadequacy of the home school parent-teacher to teach a specific subject, employ a tutor having the same qualifications as required of parent/teacher.

If one or more of these requirements are not met, the Board authorizes the Director of Schools to take formal action to bring the child into compliance with the compulsory attendance law (until the child has reached age 17), either in the home school or in a public, private, or church-related school.

FACILITIES USE

It shall be the policy of this Board that public school facilities shall be available for home school instruction only when all of the following conditions exist:

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1. Special needs courses are being taught which require services unavailable to the home school student;
2. These services cannot be provided through any means other than the public schools;
3. Requests for services are made known by the home school parent when notice is given to the Director of Schools of the intent to conduct a home school;
4. The Director of Schools investigates the request and makes s recommendations to the Board;
5. No overcrowding, additional expenses, including providing transportation, or other special situations which interfere with the normal operation of the school system shall be incurred; and
6. Approval by the Board on a case-by-case basis.

RECORD ACCESS

The Director of Schools, through the Attendance Supervisor, shall have the attendance records of the home school inspected at least two (2) times each school year in order to provide assistance in implementing the compulsory attendance law.

STUDENT PERFORMANCE⁵

~~If a home school student falls more than one (1) year behind his/her appropriate grade level in his/her comprehensive test score for two (2) consecutive tests, and if a certified teacher who would have taught the child at his/her grade level determines through appropriate means that the student is not learning disabled, the Director of Schools shall require the parents to enroll the child in a public, private or church related school.~~

Legal References

1. TCA 49-50-801(a)
2. TCA 49-6-3050(b)
3. TCA 49-6-3004(a); TCA 49-6-3050(b)(3)
4. TCA 49-6-3050(b)(4); ~~Public Acts of 2023, Chapter No. 114~~
5. TCA 49-6-3050(b)(5); Public Acts of 2026, Chapter No. 912
- 5.6. TCA 49-6-3050(b)(6)

Cross References

Compulsory Attendance Ages 6.201

Agenda Item Title: Board Policy 6.306, *Interference/Disruption of School Activities*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The proposed revision to Policy 6.306 incorporates Public Chapter No. 850, which requires districts to notify parents when students are removed from a classroom or instructional area because another student's violent, aggressive, or severely disruptive behavior creates a safety concern or substantially disrupts instruction. Limited exceptions apply during an ongoing emergency or when the incident is under investigation by state or local law enforcement.

Staff Recommendation

Approve changes to Board Policy 6.306, *Interference/Disruption of School Activities*, on first reading.

Fiscal Impact

No direct fiscal impact is anticipated.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in March	Descriptor Term: Interference/Disruption of School Activities	Descriptor Code: 6.306	Issued Date: Click here to enter a date.
		Rescinds: 6.306	Issued: 01/25/22

1 *General*

2 A student shall not engage in conduct which causes the disruption or interference with the operation of
3 the school while on school property, in school vehicles or buses, or at school-sponsored events,
4 whether on or off campus. The student shall not urge other students to engage in such conduct.

5 Employees are authorized to take reasonable measures to establish appropriate school behavior and
6 have the authority to control the conduct of any student while under the supervision of the school
7 district.¹ A student may receive disciplinary action ranging from verbal reprimand to suspension and/or
8 expulsion depending on the severity of the offense and the student's prior record.²

9 **REMOVAL OF STUDENT¹**

10 If a student repeatedly or substantially interferes with the learning environment, the teacher may
11 submit a written request along with the required documentation to the principal/designee to remove the
12 student from the teacher's classroom. The student will be given notice of the rationale for the request
13 as well as the opportunity to offer an explanation.

14 The principal/designee will investigate the request and make a decision regarding the student's
15 placement. The principal shall consult with the school counselor during the investigation process if
16 appropriate based on the circumstances. The principal will notify the teacher as to his/her decision.

17 If a teacher abuses or overuses the student removal process, the principal/designee shall address the
18 abuse or overuse with the teacher and may require the teacher to complete additional professional
19 development to improve the teacher's classroom management skills.

20 *Appeal Process*

21 If the teacher's request for removal is denied, he/she may file an appeal with the Director of
22 Schools/designee. He/she will review the teacher's request for removal as well as the decision of the
23 principal/designee and make a determination as to the student's placement.

24 **CLASSROOM EVACUATION**

25 Some or all students may be removed from a classroom or instructional area due to violent, aggressive,
26 or severely disruptive behavior of another student that creates a safety concern or substantially
27 interrupts classroom instruction.³

28 *Parental Notification*

29 The principal/designee shall provide notification to the parent(s)/guardian(s) of each student in the
30 classroom or instructional area at the time of the classroom evacuation. The notification shall be
31

provided by the end of the day in which the classroom evacuation took place unless the event that prompted the evacuation is an ongoing emergency or is otherwise under investigation by state or local law enforcement.

Notification to the parent(s)/guardian(s) must include:³

1. The fact that a classroom evacuation occurred;
2. A brief description of the general nature of the incident sufficient to explain why the classroom evacuation occurred; and
3. Any steps taken by the school to ensure the continued safety and supervision of students.

Parental notification provided in compliance with the Family Education Rights and Privacy Act (FERPA) and other applicable privacy laws.⁴ No information shall be disclosed about the student whose conduct caused the classroom evacuation, or any other student, if the disclosure would violate privacy laws.

Recordkeeping

Each school shall maintain records of:

1. The date and time of the classroom evacuation;
2. The number of students evacuated;
3. The time and manner of parental notification; and
4. The staff member responsible for issuing parental notifications.

Legal References

1. [TCA 49-6-2804](#)
2. [TCA 49-6-3401](#)
3. [Public Acts of 2026, Chapter No. 850](#)
4. [20 USCA § 1232g; TCA 10-7-504](#)

Cross References

Code of Conduct 6.300
Suspension 6.316
Safe Relocation of Students 6.4081

Agenda Item Title: Board Policy 6.4053, *Private Pay Applied Behavior Analysis Services*, on first reading

Board Meeting Date: July 28, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Public Chapter 1112 requires school districts to allow qualifying private pay providers to deliver applied behavior analysis services to students with autism spectrum disorder or developmental delays during the school day. It also requires districts to adopt a policy governing provider access. Proposed Board Policy 6.4053 establishes a process for parent requests, coordination and scheduling, professional and confidentiality expectations, interaction with other students, termination of access for cause, and parent appeals.

Staff Recommendation

Approve Board Policy 6.4053, *Private Pay Applied Behavior Analysis Services*, on first reading.

Fiscal Impact

The District is not responsible for the cost of private pay services. The law does not require the District to construct special facilities or purchase special equipment beyond what is customarily available at the school. However, implementation will require staff time to receive and review requests, verify required documentation, coordinate schedules and locations, orient providers, and monitor compliance. These responsibilities are expected to be absorbed within existing staffing and budgeted resources.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring:

Review: Annually, in
April

Descriptor Term:

Outside Applied Behavior Analysis Therapy

Descriptor Code:

6.4053

Issued Date:

Rescinds:

Issued:

General

This policy governs access to students during the school day by private pay providers who deliver applied behavior analysis on District property.¹ A “private pay provider” is defined as a licensed behavior analyst, licensed assistant behavior analyst, or registered behavior technician who is not employed or contracted directly by the District and who is compensated by the student's family or an external entity.

The District shall allow a private pay provider who is under contract with the parent/legal guardian of a student with autism spectrum disorder or developmental delays to access the student during the school day and provide applied behavior analysis in educational settings, including classroom settings, provided that the setting does not conflict with the student's educational placement. The District is not responsible for the cost of private pay services and is not required to construct special facilities or purchase special equipment beyond what is customarily available at the school.

REQUEST AND REVIEW PROCESS

A parent/legal guardian seeking access for a private pay provider shall submit a written request to the Special Education Director identifying the student and the proposed private pay provider. Before services begin, the parent/legal guardian and private pay provider must satisfy all applicable legal requirements and applicable District administrative procedures.

The private pay provider shall execute the District's memorandum of understanding (MOU) and provide documentation demonstrating compliance with the background investigation requirements of Tennessee law. The provider shall also submit proof of all required licensure or certification and professional insurance that covers the school as an additional insured party, pursuant to the requirements of the MOU.

The private pay provider shall identify the licensed behavior analyst responsible for supervising all private pay services delivered during the school day. Supervision shall comply with national certification standards, and the supervising licensed behavior analyst shall remain responsible for the quality and fidelity of the services. Services may begin after the District has received the required documentation and the parties have coordinated the schedule and location in accordance with this policy.

COORDINATION AND SCHEDULING

Private pay services shall supplement, but shall not supplant or be used to meet, any requirement in the student's Individualized Education Program (IEP). The provision of private pay services does not impact or reduce the District's responsibility to provide the student with a free appropriate public education.

Before services begin, and thereafter as appropriate, the private pay provider shall coordinate with the student's IEP team, when applicable, and with designated school staff. Coordination shall address the provider's role, communication channels, service schedule and location, access to relevant student information when authorized, and the exchange of documentation reasonably necessary to coordinate services.

The District and private pay provider shall coordinate an individualized schedule for each student served that reasonably accommodates the delivery of services without disrupting the classroom environment, instruction, or the student's access to the general curriculum. Services shall not consistently interrupt the student's schedule in a manner that reduces access to the general education program. If a requested schedule or location cannot reasonably be accommodated, the District shall work with the provider and parent/legal guardian to identify a reasonable alternative.

The District shall provide reasonable accommodations necessary for the delivery of private pay services, including classroom access and facilitation of coordination between the private pay provider and school personnel.

PROFESSIONAL EXPECTATIONS AND INTERACTION WITH OTHERS

Private pay providers shall comply with the MOU, applicable law, Board policies, school safety and visitor procedures, and student confidentiality requirements. A provider shall maintain professional conduct and shall not interfere with instruction, school operations, or the District's implementation of a student's educational program.

A private pay provider may interact with the student for whom the provider has been authorized to provide services. The provider shall not provide services to, evaluate, record, or collect data regarding another student. Incidental interaction with others is permitted only as reasonably necessary to deliver the authorized services, follow staff directions, or participate in ordinary school routines. The District shall not direct the provider to perform services or duties for another student, employee, or visitor.

TERMINATION OF SERVICES

The District may discontinue or terminate a private pay provider's access for cause. Cause may include, but is not limited to:

1. A material or repeated violation of the MOU or this policy;
2. A material or repeated disruption of instruction or school operations;
3. A conflict with the student's educational placement;
4. Failure to maintain required credentials, supervision, background check verification, or insurance;
5. Breach of confidentiality; or
6. Conduct that presents a safety or security concern.

When appropriate, the District shall provide written notice of the concern and a reasonable opportunity to correct it before terminating access. The District may immediately suspend access when reasonably necessary to protect student safety, confidentiality, or school security, or to prevent a material disruption. The Director of Schools or designee shall provide the parent/legal guardian and provider written notice stating the basis and scope of a suspension or termination. When the concern involves an individual provider, the District shall limit the action to that individual unless the circumstances support broader action against the provider organization.

APPEALS PROCESS

A parent/legal guardian who disagrees with a District decision concerning a private pay provider or the provision of private pay services may submit a written appeal to the Director of Schools within ten (10) business days after receiving notice of the decision. The appeal should identify the decision at issue, the requested resolution, and any supporting information.

The Director of Schools shall appoint a three-member review panel composed of a building-level administrator not associated with the school at issue, a Student Services or Special Education Department staff member, and another District employee. To the extent practicable, panel members shall not have participated directly in the decision under review. The panel shall consider information submitted by the parent/legal guardian and relevant District information and shall issue a written determination within ten (10) business days after receipt of the appeal. The decision of the panel is final and binding regarding the provider's physical access to District property. A temporary suspension based on safety, confidentiality, security, or material disruption may remain in effect during the appeal.

This appeal process does not limit any procedural safeguard or remedy otherwise available under state or federal law.

ADMINISTRATIVE PROCEDURES

The Director of Schools shall develop administrative procedures and forms to implement this policy, including procedures for applications, scheduling, documentation, communication, emergency response, and notice of suspension or termination.

Legal References

1. [Public Acts of 2026, Chapter No. 1112](#); [20 U.S.C. § 1401](#)

Agenda Item Title: Surplus Items

Board Meeting Date: August 11, 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

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
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- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

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
Black file cabinet					
↓	↓				
File cabinet					
file cabinet					
Rolling Pedicaps					
Rolling Pedicaps					
Marathon chair (10)					
3-Metal file cabinets					
2-Desk broken leg					
1-Brother Printer					
1-2-drawer file cabinet					

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

Melissa Muffletta School **NF** Date **8-4-26**
Principal

[Signature] Date **8/7/26**
Supervisor

Bobby Duke III Date **8/5/26**
Director of Schools

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: _____

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.

[illegible]

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

School Mitchell-Neilson Date 7/30/26
Principal Elem

Principal D. B. [Signature] Elem Date 8/3/26
Supervisor _____

Superintendent
Bobby Drake III
Director of Schools
Date 8/5/20

Board Chairman

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

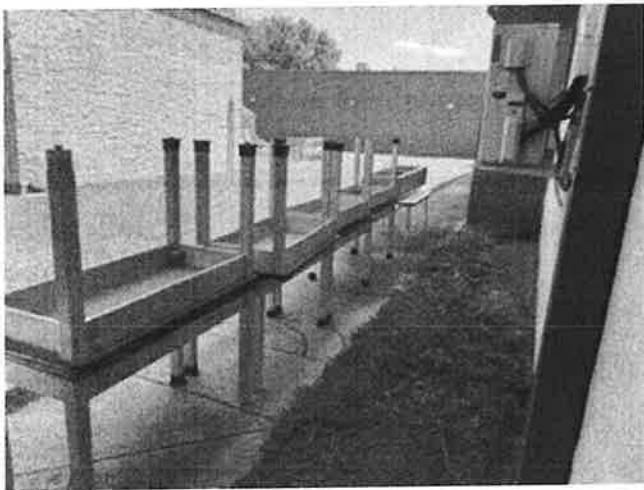
Notes on Disposal Method:

Signature: _____ Date: _____

Dena Thomas

From: Sherry Givens
Sent: Thursday, July 30, 2026 2:34 PM
To: Dena Thomas
Subject: FW: Tables
Attachments: DISPOSAL OF ASSETS-MNELEM 7-30-26.pdf

Dena,
Attached is a disposal of assets form for the science tables Mr. Bryson called you about.
They are at the Elem---out back of the teacher work room between the portable building & twr---on the sidewalk.
There are 8 wood tables, 1 small wood bookcase and 1 small table.
Photo below--



Sent from my iPhone
Sherry Givens, Bookkeeper
Mitchell-Neilson Schools
Elementary Campus
711 W. Clark Blvd.
Murfreesboro, TN 37129
(615) 890-7841, Ext. 10709
sherry.givens@cityschools.net



Signature: _____ Date: _____



(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.

[illegible]

Principal [Signature] School OCE Date 7/29/26

Supervisor _____ Date _____

Date 8/3/26

Director of Schools

Date 0/0/19

Board Chairman

Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

Item Type	Make	Model	S/N	Asset Tag	Reason for Disposal	Value
TV	Qomo	Quest	P65UG11U13A0103	959229	Will not turn on	0
TV	Qomo	Quest	P65UG11U13A0112	959238	Will not turn on	0
TV	Qomo	Quest	P65UG11U13A0014	959228	Will not turn on	0
TV	Qomo	Quest	P65UG11U1380060	NA	Will not turn on	0
TV	Qomo	Quest	P65UG10u1390081	NA	Will not turn on	0
TV	Qomo	Quest	P65UG11U13A0072	959149	Will not turn on	0
TV	Qomo	Quest	P65UG11U13A0098	NA	Will not turn on	0
TV	Qomo	Quest	P65UG11U13A0016	959155	Will not turn on	0
TV	Qomo	QIT1165	h65yux2fu56s080	NA	Will not turn on	0
Chromebook	Dell	3180	5pm5gh2	97	Bad Motherboard	0
Chromebook	ASUS	C100P	FANLCX300949444	9	Bad Motherboard	0
Computer	Dell	3050 Micro	4WKJ0M2	85	Bad Motherboard	0
Computer	Dell	3080 Micro	4d797c3	na	Bad Motherboard	0
Computer	Dell	3050 Micro	CGMC8M2	116	Bad Motherboard	0
Computer	Dell	3070 micro	8x6vr33	251	Bad Motherboard	0
Computer	Dell	3060 micro	fqd64y2	158	Bad Motherboard	0
Computer	Dell	7050 micro	35479N2	na	Bad Motherboard	0
Computer	Dell	3070 micro	g141t13	231	Bad Motherboard	0
Computer	Dell	7010 micro	72kq7y3	336	Bad Motherboard	0
Computer	Dell	3050 Micro	4WKLOM2	90	Bad Motherboard	0
Computer	HP Omen	870-213w	4CE8254F1L	191	Will not update to Windows 11	0
Computer	HP Omen	870-213w	4CE74633F6	194	Will not update to Windows 11	0
Computer	HP Omen	870-213w	4CE81933P1	230	Will not update to Windows 11	0
Computer	HP Omen	870-213w	4CE74632VT	195	Will not update to Windows 11	0
Computer	HP Omen	870-213w	4CE8133BWX	229	Will not update to Windows 11	0
Computer	HP Omen	870-213w	4CE7314D54	193	Will not update to Windows 11	0
Computer	HP Omen	870-213w	4CE8222T80	192	Will not update to Windows 11	0
Computer	Dell	Optiplex 5480 AIO	3N8DL83	na	Bad Motherboard	0
TV	TCL	32"	2010GTO002279A02873	287	Cracked Screen	0
TV	TCL	32"	2010GTO002279A02866	286	Cracked Screen	0
Document Camera	Lumens	DC192	D40C02821	na	Will not turn on	0
Document Camera	Lumens	DC192	D40C06831	na	Will not turn on	0
Document Camera	Lumens	DC192	D55A03008	216	Will not turn on	0
Chromebook	Dell	11 3180	48v0gh2	107	Bad Motherboard	0
Chromebook	Dell	11 3180	3xm5gh2	112	Bad Motherboard	0
Chromebook	Dell	3100	9Y2TK13	240	Bad Motherboard	0
Chromebook	Dell	3100	5217K13	238	Bad Motherboard	0

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

Based on section 49-6-2007 of the Tennessee Code Annotated:

(d)1 Surplus property in local school systems which has no value or has a value less than two hundred fifty dollars (\$250), 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 two hundred fifty dollars (\$250).

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
Small					
Large Beach Balls (7)					30 each
Velcro Toss/Catch (2)					24
Foam Hockey Cover (10)					20
Plastic Frisbee (31)					10
Take 10 Curriculum					
Foam Paddles/Balls (10)					20 each
Basketballs (30)					20 each
Parachute (1)					17.99
Sack Race Bags					Free
Scooters (26)					79.95
Volleyball (1)					12
Small Crawling mat					
Sticks Rhythmic					29.99
Playground balls (3)					29
Limbs (1)					N/A
Spin wheel (1)					

Old or Broken
NO longer
Needed

93.59
16

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

Principal Juanita Bell SCHOOL Hobgood date May 128/26

Supervisor [Signature] date 7/30/26

Director of Schools Bobby Duke III date 7/30/24

Board Chairman _____ date _____

FOR INVENTORY CONTROL USE: COPY TO CENTRAL RECEIVING _____ COPY TO PRINCIPAL OR SUPERVISOR _____
COPY TO INVENTORY CONTROL _____ COPY TO VENDOR _____

NOTES ON DISPOSAL METHOD: _____

SIGNATURE _____

DATE _____

Dena Thomas

From: Shavon Thomas
Sent: Tuesday, July 28, 2026 9:33 AM
To: Dena Thomas
Cc: Quinena Bell
Subject: Fw: PE Disposal equipment AT HOBGOOD
Attachments: SURPLUS PROPERTY DISPOSAL FORM FOR GYM EQUIPMENT.pdf

Good morning Dena,

Attached is the Surplus Property Disposal Form for a few items that were located in the new gym. I have also included photos of the items in the email chain below for your reference.

Please let me know if you need any additional information or documentation from me to complete this request.

Thanks,
Shavon

SHAVON THOMAS
Bookkeeper/Secretary
HOBGOOD ELEMENTARY
307 S. BAIRD LANE
MURFREESBORO, TN 37130
P#615-895-2744 F#615-896-3627

"To Assure the Academic and Personal Success of Each Child"

THE CONTENT OF THIS EMAIL IS CONFIDENTIAL AND INTENDED FOR THE RECIPIENT ONLY. UNAUTHORIZED READING, USE, OR DISTRIBUTION OF THIS MESSAGE IS PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE CALL ME AND DELETE THE MESSAGE FROM YOUR COMPUTER AND/OR NETWORK SERVER.

From: Genny Borendame <Genny.Borendame@cityschools.net>
Sent: Tuesday, May 26, 2026 3:59 PM
To: Shavon Thomas <Shavon.Thomas@cityschools.net>; Genny Borendame <Genny.Borendame@cityschools.net>; Meredith Prater <Meredith.Prater@cityschools.net>
Subject: PE Disposal equipment

Shavon,
Here is the ape equipment we would like to dispose of.

Genny and Meredith







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).

in lobby of gym
for disposal to
ridgely -
old
boards

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
-----------	-------	---------	---------	----------	-------

Make	Model	Serial Number	Asset Tag
ClearTouch	6065U	s40180905000151	923
ClearTouch	6065U	s40180903000366	991
ClearTouch	6065U	s40180905000140	921
ClearTouch	6065U	s40180903000257	893
ClearTouch	6065U	s40180903000260	895
ClearTouch	5070H+	L70AAVV169A-240161003385XA0107	960333
ClearTouch	5070H+	L70AAVV169A-240161003385XA0105	960332

Sonya Cox
Principal

School ESE

Date 7/23/26

Supervisor

Date

Assistant Superintendent of School Operations or Director of Technology

Date 7/30/26

Director of Schools

Date 7/30/26

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:

Agenda Item Title: Board Policy 5.310, *Vacations and Holidays*, on Second Reading

Board Meeting Date: August 11, 2026

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

This policy is being presented on second reading for approval. The only substantive change made from 1st reading was the Board's addition of Juneteenth as a paid district holiday.

Staff Recommendation

Approve revisions to Board Policy 5.310, *Vacations and Holidays*, on second reading

Fiscal Impact

The revisions are expected to have a limited fiscal impact.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☒ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Vacations and Holidays	Descriptor Code: 5.310	Issued Date: 06/14/22
		Rescinds: 5.310	Issued: 05/28/24

HOLIDAYS

Depending on the length of an employee's contract, paid holidays for employees of the District are:

New Year's Eve
New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Good Friday
Memorial Day (11 and 12-month employees only)
Independence Day (12-month employees only)
Juneteenth
Labor Day
Thanksgiving
Day following Thanksgiving
Christmas Eve
Christmas Day

When a recognized holiday falls on a Saturday, it shall be observed on the preceding day. When a recognized holiday falls on a Sunday, it shall be observed on the following day.

VACATION ELIGIBILITY¹

Vacation leave is available only to eligible full-time employees employed on a twelve-month basis, as set forth in this policy.

Temporary employees and part-time employees are not eligible to earn or use vacation leave.

Employees may not transfer accrued vacation leave to Murfreesboro City Schools from a former employer.

VACATION LEAVE ACCRUAL

Eligible twelve-month employees shall earn and accrue vacation leave based on years of continuous service with Murfreesboro City Schools:

1 through 5 years	1 day per month
6 through 10 years	1 1/4 days per month
Over 10 years	1 2/3 days per month

30 Beginning on May 28, 2024, vacation accrual based on years of service as outlined above only includes
31 service with Murfreesboro City Schools. Increased accrual rates shall become effective on the
32 anniversary of the employee's date of hire, provided the employee has remained in continuous service.

33 Vacation days must be earned before they may be used.

34 Vacation leave may be taken in one-half day increments.

35 **SCHEDULING AND APPROVAL OF VACATION LEAVE**

36 Employees shall utilize their vacation time so as to minimize disruption to District operations. The
37 Director of Schools, department heads, and supervisors must consider District operational needs prior to
38 approving an employee's vacation request.

39 Vacation requests must receive the prior approval of the employee's supervisor or department head.
40 Except in emergency situations, vacation leave must be requested at least five (5) days in advance.

41 No more than ten (10) vacation days may be taken consecutively without approval of the Director of
42 Schools; provided, however, this rule shall be waived for medical reasons and family medical leave when
43 an employee has no sick leave available, pursuant to applicable law or Board policy.

44 The Human Resources Department shall maintain all vacation leave records and be responsible for
45 verifying an employee's eligibility to utilize vacation time.

46 **CARRYOVER AND CONVERSION TO SICK LEAVE**

47 No more than thirty (30) vacation days may be carried over after June 30, 2026.

48 Annual leave accrued in excess of the applicable maximum shall be transferred to sick leave on June
49 30th of each year.

50 **PAYMENT OF VACATION LEAVE UPON SEPARATION**

51 ~~Upon resignation or retirement in good standing, an employee shall be eligible for payment of accrued~~
52 ~~but unused vacation leave earned during the current fiscal year only. Payment for eligible accrued~~
53 ~~vacation leave shall be made at the employee's current rate of pay.~~ Upon resignation or retirement in
54 good standing, an employee shall be eligible for payment of accrued but unused vacation leave, up to a
55 maximum of thirty (30) days or the employee's accrued vacation leave balance at the time of separation,
56 whichever is less. Payment shall be made at the employee's current rate of base pay.

57 Employees who are terminated for cause, or who resign in lieu of disciplinary action pursuant to Board
58 Policies 5.200, 5.201, or 5.202, shall not be eligible for payment of accrued vacation leave unless
59 otherwise required by law.

60 **DISCRETIONARY DISTRICT CLOSURE DAYS**

61 The Director of Schools may, in the Director's discretion, designate certain workdays as non-working
62 days for eligible full-time employees, including days that occur during fall break, winter break, spring
63 break, or other periods when schools or district offices are closed or operating on a modified schedule.
64 Discretionary closure days are not earned vacation leave, sick leave, personal leave, or holidays. Such
65 days do not accrue, carry over, or result in payment upon separation from employment.

66 The Director of Schools may determine employee eligibility for discretionary closure days based on
67 District operational needs, employee classification, work location, contract length, essential personnel
68 needs, and other relevant factors.



Legal References

1. [TCA 49-6-3004\(b\)](#)

Cross References

Orientation and Probation 5.107
Short Term Leaves of Absence 5.300

Agenda Item Title: Age of Learning License Agreements

Board Meeting Date: August 11, 2026

Department: Curriculum and Instruction

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

Approval is requested for Age of Learning's My Reading Academy annual site/campus license for thirteen MCS schools for the 2026-2027 school year. My Reading Academy is an adaptive, digital literacy program that Kindergarten – 2nd grade students use in small groups and tutoring settings to build foundational reading skills through individualized instruction and practice.

Staff Recommendation

Approval of FY27 Age of Learning License Agreements

Fiscal Impact

The total cost is \$123,500 (\$9,500 per site for thirteen sites) for the 12-month subscription term. Funding is provided by the ESP budget.

Connection to MCS's Five-Year Strategic Plan

- ☒ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.



Age of Learning®

Creators of **ABCmouse**

101 N. Brand Blvd, Suite 700, Glendale, CA 91203
school.orders@aofl.com

QUOTE #: **Q-05395** Valid until: 8/15/2026
CONFIDENTIAL | Prepared by: Jen Evans

Learning Kids Love!



**My Math
Academy®**



**My Reading
Academy®**



**My Reading
Academy
ESPAÑOL**

Quote Submitted to:

Sheri Arnette

Murfreesboro City School District
Murfreesboro, Tennessee
Proposal Date: 7/29/2026

Submitted by:

Jen Evans
Account Executive
jen.evans@aofl.com



101 N. Brand Blvd, Suite 700, Glendale, CA 91203 | Submit PO & Quote to: school.orders@aofl.com
UPDATE OUR VENDOR ADDRESS: we are now SUITE 700

QUOTE #: **Q-05395** Valid until: 8/15/2026
CONFIDENTIAL | Prepared by: Jen Evans (jen.evans@aofl.com)

Prepared For:

Sheri Arnette
sheri.arnette@cityschools.net
Murfreesboro City School District
2552 S Church St Ste 100
Murfreesboro Tennessee 37127

Bill To:

Murfreesboro City School District
2552 S Church St Ste 100
Murfreesboro Tennessee 37127

Payment Terms: Net 30

Subscription Term: 12 Months (8/1/2026 - 7/31/2027)

Item #	Product Name	Up To Qty	Unit	Net Unit Price	Total*
MRA-S	My Reading Academy Site License	13	Site	\$9,500.00	\$123,500.00
	Total				\$123,500.00

*Prices shown above do not include any taxes that may apply.

Item # Product Description

MRA-S My Reading Academy Annual Site/Campus License includes educator access to self-guided virtual professional learning courses, product implementation/configuration and ongoing technical product support.

The subscription(s) and/or services on this quote are inclusive of any costs and fees for participation by invitation in certain customer events sponsored by Age of Learning including, but not limited to, roundtables, lectures, panel discussions, and Leadership Forums (including meals, where applicable) for the purposes of implementation planning and engagement, customer feedback, professional development, and related activities and events. Services on this quote will expire with the named term or one year from purchase.

PLACING AN ORDER: To place an order with Age of Learning, Inc. for the services during the Subscription Term as described in this quote, send email to school.orders@aofl.com, copy your account partner, Jen Evans (jen.evans@aofl.com) and include the following items:

1. this quote,
2. your purchase order, and
3. your tax exemption certificate (or add tax to your purchase order).

If a Data Privacy Agreement is required and has not yet been provided, please forward your required agreement to your account partner. This quote is valid through 8/15/2026; if you have not returned this quote to Age of Learning, Inc. by such date, please contact your account partner for a revised quote.



101 N. Brand Blvd, Suite 700, Glendale, CA 91203 | Submit PO & Quote to: school.orders@aofl.com
UPDATE OUR VENDOR ADDRESS: we are now SUITE 700

QUOTE #: **Q-05395** Valid until: 8/15/2026
CONFIDENTIAL | Prepared by: Jen Evans (jen.evans@aofl.com)

TERMS AND CONDITIONS: https://educate.aofl.com/cdn/pdf/terms_and_conditions.pdf

The Terms and Conditions linked above are applicable to the services described in this quote. By providing Age of Learning, Inc. with a purchase order for the services specified in this quote, or signing this quote below, you represent that you have read, understand, and agree:

1. to the terms of this quote,
2. to the Terms and Conditions linked above, and
3. that you are authorized on behalf of **Murfreesboro City School District** to agree to the Terms and Conditions.

ENTERPRISE/SCHOOLS

TERMS AND CONDITIONS

These terms and conditions (the “Terms”) are entered into between Age of Learning, Inc., (“**Company**”) and the client (“**Client**”) identified on the Quote (as defined below), each referred to herein as a “**Party**” and collectively as the “**Parties.**” The Terms are effective as of the date the Quote is signed by the Client (“**Effective Date**”).

1. SOLUTIONS; LICENSE GRANT; TERM

1.1. Solutions. Company shall provide Client access to its proprietary digital education solution(s) (the “**Solution(s)**”), subject to the Terms set forth herein and the description of services and pricing provided in the applicable quote or other ordering document (“**Quote**”). The Terms, including any documents incorporated by reference, and the executed Quote constitute the agreement (“**Agreement**”) between the Parties. If applicable, Company shall provide the training and professional services (“**Professional Services**”) set forth in the Quote. Collectively, the Solution(s) and Professional Services are referred to as the “**Services.**”

1.2. License Grant. Subject to the terms of this Agreement, Company grants Client and its authorized users (“**Licensed Users**”), a limited, nontransferable, nonexclusive license to access and use the Solution(s) as described in the Quote. Client shall not sublicense, assign, or transfer its license in any manner. The license granted herein does not include any right, title, or interest in or to the Solution, or to any intellectual property therein or associated therewith (including all associated computer software [whether in source code, object code, or other form], databases, indexing, search and retrieval methods and routines, HTML, active server pages, and similar materials). All rights not expressly granted herein are reserved to the Company without restriction.

1.3. Term. This Agreement shall begin on the Effective Date and shall continue in effect until all underlying Quotes with Client have expired in accordance with the terms of such Quote(s), or if this Agreement is terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Term**”). Following the Initial Term, this Agreement may be renewed for successive one- (1-) year periods by agreement of the Parties. If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Term or applicable renewal term (“**Renewal Term**”) without proration, unless otherwise agreed to by the Parties. If applicable, the Company shall provide notice of any increase in Pricing (as defined below) at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term.

2. PAYMENT TERMS

The Client shall pay the fees (“**Pricing**”) set forth in the Quote. If Client exceeds the number of students or sites specified in the Quote, then Company may invoice Client for any overages based on the rates set forth in the applicable Quote. Company shall invoice Client annually in advance for all Services. All payments shall be made within thirty (30) days from date of invoice, after

which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate permitted by law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Company. Unless otherwise provided, Pricing does not include any other taxes, levies, or duties of any nature, all of which Client is responsible for paying, except for those relating to Company's net income or property. If Company is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption.

3. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

3.1. Intellectual Property. The Solution(s) is/are the proprietary property of Company and/or its licensors and contains/contain trade secrets, copyrighted works, trademarks, and, in certain cases, patented intellectual property, owned by Company and/or its licensors. The placement of a copyright notice on any portion of the Solution(s) does not mean that it has been published under trade-secret law and will not derogate any claim by Company of trade-secret protection. Title to the Solution(s) and copies thereof, and all intellectual property rights protecting the Solution(s), shall remain with Company and/or its licensors, and any trademark use will inure to their benefit exclusively.

3.2. Confidential Information. Each Party may have access to or acquire the Confidential Information of the other Party. **"Confidential Information"** means all information of a Party hereto (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, all Client data containing personally identifiable information, and all Company performance and security data, product roadmaps, source code, benchmark results, and technical information relating to the Services. Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party, or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. The Receiving Party shall protect the confidentiality of the Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws), it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

4. USE RESTRICTIONS; WARRANTY

4.1. Use Restrictions. Client agrees to use the Solution(s) in accordance with all applicable federal, state, and local laws and regulations. Client agrees not to copy or duplicate, modify, or alter physical or electronic characteristics of the Solution(s), or to dismantle or reverse engineer any part of the Solution.

4.2. Warranty. Company shall use commercially reasonable efforts to maintain the availability of the Solution(s) and provide customer support services. To the extent professional services are provided, Company shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENTS THE ONLY WARRANTIES MADE BY COMPANY HEREUNDER AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY; INDEMNITY; INDEMNIFICATION PROCESS

5.1. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, OR OTHER ITEMS PROVIDED PURSUANT TO THIS AGREEMENT. WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID OR DUE TO COMPANY BY CLIENT DURING THE IMMEDIATELY PRECEDING TWELVE- (12-) MONTH PERIOD FOR THE APPLICABLE SERVICES ON WHICH THE CLAIM IS BASED. THE LIMITS AND EXCLUSIONS IN THIS SECTION 5.1 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 5.2 OR ANY VIOLATION OF INTELLECTUAL PROPERTY RIGHTS. CLIENT AGREES THAT REGARDLESS OF STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

5.2. Indemnity. Company shall indemnify, defend, and hold harmless Client and its officers, directors, affiliates, agents, contractors, and employees against any in connection with any third-party claim, suit, or proceeding ("**Claim**") that the Solution, as delivered by Company to Client, infringes any United States patent, copyright, or trademark ("**IP Right**") of a third party. In no event shall Company be liable to Client to the extent the alleged infringement is based on (a) a modification of the Solution(s) by anyone other than Company, or (b) Client's use of the Solution(s) or Services in a manner contrary to the instructions given to Client by Company. With respect to Company's indemnification obligations, if any aspect of the Solution(s) is/are found or, in Company's reasonable opinion is/are likely to be found, to infringe upon the IP Right of a third party as specified above, or the continued use of the Solution(s) is/are enjoined, then Company will promptly and at its own cost and expense at Company's option (i) obtain for Client the right to continue using the Solution, (ii) modify such aspect of the Solution(s) so that it/they is/are noninfringing, or (iii) replace such aspect of the Solution(s) with a noninfringing functional equivalent. If, after commercially reasonable efforts, Company determines in good faith that options (i)–(iii) are not feasible, Company will remove the infringing aspect from the Solution(s) and provide a pro rata refund to Client for any prepaid unused fees based on the proportion of the Solution(s) that is/are infringing and the remaining duration of the Initial Term or Renewal Term, as applicable. The foregoing remedies are Client's exclusive remedies for infringement. Each Party shall indemnify,

defend, and hold harmless the other Party and its officers, directors, affiliates, agents, contractors, and employees against any loss or damage (including attorneys' fees) incurred in connection with any third-party Claim arising out of such Party's breach of any Applicable Privacy and Data Security Laws (as defined below).

5.3. Indemnification Process. The indemnifying Party's obligations under this Section 5 are contingent upon the indemnified Party (a) promptly giving notice of the Claim to the indemnifying Party once the Claim is known, (b) giving the indemnifying Party sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle such Claim unless such settlement unconditionally releases the indemnified Party of all liability and does not adversely affect the indemnified Party's business or service), and (c) providing the indemnifying Party all relevant, available information and reasonable assistance.

6. PRIVACY AND SECURITY

6.1. Definitions.

"Applicable Privacy and Data Security Laws" means all laws, rules, and regulations of any applicable jurisdiction regarding the privacy and security of information collected from or disclosed to Company.

"Privacy Policy" means the privacy policy(ies) for the respective Solutions available on the website or mobile application for such Solution.

"FERPA" means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and its implementing regulations.

"Processing" or to **"Process(ed)"** data refers to performing an action on data, including accessing, collecting, recording, organizing, modifying, using, or disclosing data.

"Student Data" means any information maintained by the Company or any third party on the Company's behalf that constitutes a student's personally identifiable information as defined under FERPA, and which is disclosed by Client to Company.

6.2. Compliance with Laws. Each Party represents, warrants, and covenants that it is and will at all times during the term of this Agreement, including any Renewal Term, in compliance with its obligations under all Applicable Privacy and Data Security Laws including, but not limited to, the collection, storage, transfer, disclosure, or other Processing of Student Data to be Processed in connection with this Agreement.

6.3. Processing Student Data. The Parties acknowledge and agree that Company qualifies as a "school official" as defined under FERPA with a legitimate interest in the Student Data, and therefore Company is permitted under FERPA to Process Student Data pertaining to Client's students without Client first obtaining written consent from the parent or guardian of each student. This means that (a) the Services provided by Company to Client, pursuant to this Agreement, are institutional services or functions for which Client would otherwise use employees; (b) Company is under the direct control of Client with respect to the use and maintenance of education records; and (c) Company is subject to the requirements of

34 C.F.R. § 99.33(a), which governs the use and redisclosure of Student Data from education records. Client shall include in its annual notification of rights under FERPA a specification of criteria for determining who constitutes a “school official” and what constitutes a legitimate educational interest that is consistent with this Section 6.3.

6.4. Company’s Use of Data. Company agrees to Process data collected through the Services as described in the Agreement and the Privacy Policy. Client consents to this Processing. Company agrees to collect from Client only such Student Data as needed to provide the Services, unless the student’s parent/guardian has consented otherwise. Company agrees to use Student Data obtained pursuant to this Agreement only to provide the Services and as authorized by law, including, but not limited to, FERPA. Company may use de-identified data regarding students that is received in connection with providing the Services as described in the Privacy Policy.

6.5. Student and Guardian Requests. If a student or a minor student’s parent/guardian makes a request directly to Company for access to, amendment of, or disclosure of Student Data, or any similar action regarding Student Data, Company shall promptly forward such request to Client. Client shall be solely responsible for determining whether to grant, deny, or otherwise act upon such student or parent/guardian requests.

7. TERMINATION; DATA TRANSFER; DELETION OF DATA

7.1. Termination. Either Party shall have the right to terminate this Agreement, in whole or in part, if the other Party breaches any of its material obligations hereunder. To terminate this Agreement, the non-breaching Party shall provide written notice of breach to the breaching Party. For any such breach capable of cure, the breaching Party shall have thirty (30) days from receipt of such notification to cure such breach. In the event such breach is not cured within such thirty- (30-) day period, the non-breaching Party may provide the other Party a written notice of termination of this Agreement.

7.2. Transfer of Data. If this Agreement is terminated or expires for any reason, Company will allow Client access to the Solution(s) for not more than ninety (90) days following such termination or expiration for the sole purpose of transferring Client’s data (including Student Data) from the Solution(s) to Client, provided that Client makes a written request to Company for such transfer within thirty (30) days following termination or expiration of this Agreement.

7.3. Deletion of Data. Company shall delete Client’s confidential data, including Student Data, in a secure manner that prevents its physical reconstruction within ninety (90) days following termination or expiration of this Agreement if Client has not requested the transfer of such data in accordance with Section 7.2.

8. GENERAL PROVISIONS

8.1. Counterparts; Entire Agreement. This Agreement, including the Privacy Policy (which is incorporated by reference as though set forth in full), constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. COMPANY’S ACKNOWLEDGMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE

AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third-party beneficiaries to this Agreement. Any right, obligation, or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., a PDF file), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

8.2. Notices. Legal notices (e.g., claimed breach or nonrenewal) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first-class mail to the other Party at the address set forth on the Quote. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either Party may change its address by giving notice of the new address to the other Party pursuant to this Section and identifying the effective date of such change. Company may provide all other notices to Client's billing contact on the Quote or purchase order.

8.3. Marketing. Client agrees to Company referencing Client's name as a Company Client in publications, its website, and other marketing materials.

8.4. No Assignment. Client shall not assign, delegate, or sublicense its rights and obligations hereunder without the prior written consent of Company, which will not be unreasonably withheld or delayed.

8.5. Governing Law and Dispute Resolution. This Agreement and any claims arising from or related to this Agreement shall be governed by and construed in accordance with the laws of California, the federal laws of the United States of America, and the Parties consent to a venue in the state of California (and hereby waive any claims of forum non conveniens), and to the exclusive jurisdiction of competent California state or federal courts for all litigation brought with respect to this Agreement; provided, however, that if the Client is a public school, district, or other governmental entity, all references to California in this paragraph shall be replaced with the state in which the Client resides.

ADDENDUM TO AGE OF LEARNING, INC. TERMS AND CONDITIONS

This Addendum (the “Addendum”) is entered into by and between Age of Learning, Inc. (“Contractor”), and Murfreesboro City Schools (“Customer”), and amends the Enterprise/Schools Terms and Conditions, and all attachments, exhibits, schedules, addenda, physical or electronic documents, references, click-through, clickwrap, shrink-wrap, online terms, and any other documents or agreements incorporated therein or presented in connection with Customer’s access to or use of Contractor’s products or services (collectively, the “Agreement”). In consideration of Customer’s use of Contractor’s form Agreement, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Agreement is amended and supplemented 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. **No Unauthorized Click-Through Terms.** No District employee, teacher, administrator, student, parent, account user, or other individual may bind District to any click-through, clickwrap, browsewrap, online, electronic, supplemental, updated, or incorporated terms unless such terms are expressly approved in writing by District's authorized representative. Continued use of the Services, account access, login activity, acceptance by an individual user, or failure to object to online terms shall not constitute District's acceptance of any new, revised, or additional terms.

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

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

10. **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.

11. **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.

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

- a.) Verify that the digital or online materials do not violate Tenn. Code Ann. § 39-17-902;
- b.) Filter, block, or otherwise prevent access to pornography or obscenity through one's use of the digital or online materials;
- c.) Verify, in writing, that the Contractor's technology prevents a user from sending, receiving, viewing, or downloading materials that are harmful to minors, as defined in Tenn. Code Ann. § 39-17-901; and
- d.) Remove, within one (1) business day, upon the Customer's request, access to digital or online materials for ages or audiences for which the Customer or state agency has determined the material to be age- or audience-inappropriate unless the deadline for removal is extended upon mutual agreement of the parties.

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

Approved as to form:

Title

Lauren Bush, Assistant City Attorney

Agenda Item Title: Program Services Agreement with Communities in Schools, TN for Integrated Student Supports at Mitchell-Neilson School

Board Meeting Date: August 11, 2026

Department: Director's Office

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS seeks to enter into a Program Services Agreement with Communities in Schools of Tennessee, Inc. to provide integrated student supports at Mitchell-Neilson School through June 30, 2027. Under this agreement, CISTN will assign a full-time Program Manager to support students and families by addressing academic and non-academic barriers through schoolwide services, small-group interventions, and individualized case management. MCS will provide office space, technology access, and other operational support, and the Agreement includes requirements for background checks, confidentiality, data security, insurance, and compliance with District policies.

Staff Recommendation

Approval of Program Services Agreement with Communities in Schools, TN for Integrated Student Supports at Mitchell-Neilson School, subject to any final revisions agreed upon by the parties and approved by legal counsel.

Fiscal Impact

The annual cost to MCS is \$5,000. CISTN will invoice the District in two equal installments in August and January, and the funding will come from Mitchell-Neilson's Title I funds. Additionally, the United Way of South-Central TN will be providing \$10,000 towards this implementation.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that

we are recognized as the district of choice for families.

**PROGRAM SERVICES AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
COMMUNITIES IN SCHOOLS, TENNESSEE**

This Program Services Agreement ("Agreement") is entered into effective August 11, 2026 (the "Effective Date"), by and between Murfreesboro City Schools ("District") and Communities in Schools of Tennessee, Inc. ("CISTN"). The District and CISTN may each be referred to as a "Party" and collectively as the "Parties." The purpose of this Agreement is to establish the terms under which CISTN will provide integrated student supports at Mitchell-Neilson Schools ("School") and use designated space and District resources in connection with those services.

1. **Term.** The term of this Agreement shall be from the Effective Date to June 30, 2027, unless terminated by either party as hereinafter provided. The Parties may renew this Agreement for up to two (2) successive one-year terms only by mutual written agreement signed by authorized representatives of both Parties. Any renewal agreement must identify the applicable annual fee and any changes to the material terms of this Agreement. If the Parties do not execute a written renewal agreement, this Agreement will expire at the end of the then-current term.

2. **Program Model.** CISTN will provide a full-time Program Manager ("Program Manager") to coordinate integrated student supports for students, families, and the School. Services will be aligned with the School Support Plan and delivered through the CIS model described below. Services will normally be delivered at the School but may be delivered virtually when in-person operations are disrupted by an emergency, natural disaster, public-health event, or other closure, subject to District direction and applicable law:

- A. Program Manager will connect and provide all three tiers of integrated student supports aligned with CIS School Support Plan and individual Student Supports Plans:
 - i. Tier I: schoolwide services designed to promote a positive school climate and address school-level risk factors.
 - ii. Tier II: targeted services, generally delivered in a group setting, for case-managed students with a common need.
 - iii. Tier III: intensive, individualized services, generally delivered one-on-one, for case-managed students with specific needs.
- B. Program Manager will build community partnerships to address needs identified in CIS Annual Needs Assessment.
- C. CISTN program management retains oversight of the CIS model and the Program Manager's programmatic duties.

3. **CISTN Responsibilities.**

- A. Provide a full-time Program Manager on campus pursuant to the Murfreesboro City Schools academic calendar, except for approved offsite professional learning,

- administrative reporting days, leave, virtual service periods, or other absences authorized by CISTN.
- B. Provide programmatic materials, a computer, and ordinary office supplies for the Program Manager and provide CISTN-led offsite professional learning and administrative reporting days totaling at least two (2) full days each month.
 - C. Develop and maintain a consistent, School-specific referral process for students who may benefit from targeted or intensive case management. The Program Manager will assess each referral for program eligibility and will be expected to case manage ten percent (10%) of School enrollment, up to fifty (50) students at a time.
 - D. When Early Warning Indicator data are available, review relevant attendance, behavior, and academic data with authorized School personnel to help identify students who may benefit from case-management services.
 - E. Observe and formally evaluate the Program Manager during the initial ninety (90) days of employment and at the end of each school year, while considering timely School feedback.
 - F. Provide timely reports concerning progress toward School Support Plan goals and aggregated case-management outcomes, including the School Support Plan, quarterly reports, aggregated end-of-year outcomes in the fourth-quarter report, and a regional end-of-year impact report.
 - G. Obtain annual parent or guardian consent for students receiving case-management services when consent is required by law, District policy, or the CISTN program model.
 - H. Program Manager shall conduct an annual schoolwide needs assessment in collaboration with School leadership and use it to develop a School Support Plan. The Program Manager will submit the plan to the principal for approval.
 - I. Program Manager will share information about the CIS model, the Program Manager's role, and the referral process with School staff at least four (4) times per school year through professional development or faculty/staff meetings.
4. **District Responsibilities.** The District, acting through the School and appropriate District departments, will perform the following obligations during each Agreement year:
- A. Support implementation of the CIS model and integrate the Program Manager into the School community as a valued partner. A newly assigned principal will complete CISTN's new-principal orientation during the first year of service, when reasonably available.
 - B. Designate the School principal as the primary operational contact for the Program Manager and liaison to CISTN program leadership.
 - C. Provide the Program Manager dedicated time at professional development or faculty/staff meetings at least four (4) times each school year to explain the CIS model, the Program Manager's role, and the referral process, and include the Program Manager in other relevant meetings as appropriate.
 - D. Maintain open communication with the Program Manager and CISTN leadership and provide timely feedback regarding program progress, implementation challenges, and School needs.

- E. Share existing needs assessments, relevant School and student data, and School improvement plans as permitted by law so the Parties can complete the annual needs assessment and School Support Plan.
- F. Work with CISTN to establish or designate School Support Team members and actively support the coordinated work of that team.
- G. Assist in developing annual goals and identifying community partners whose services align with the signed School Support Plan.
- H. Collaborate with CISTN to establish and maintain the School-specific referral process. Referrals may be initiated by the Program Manager, School staff, a parent or guardian, or the student, but CISTN will determine program eligibility in consultation with authorized School personnel.
- I. Provide authorized, role-based access to District systems and data reasonably necessary to provide and evaluate services, including appropriate login credentials, training, technical support, and a District email account, subject to Section 8 of this Agreement.
- J. Participate in quarterly partnership meetings with the Program Manager and CISTN Program Director to review data and progress toward the approved School Support Plan goals.
- K. Provide private, non-shared office space suitable for confidential case management, group sessions, and crisis intervention, together with a phone, desk, office chair, printing access, and secure internet access protected by industry-standard security controls. The connection should use the instructional or administrative network rather than a guest network, subject to District technology-security requirements.
- L. Give the Program Manager and Program Director reasonable advance notice before relocating the designated office space, except when an emergency requires immediate relocation.
- M. Recognize and accommodate CISTN-led offsite professional learning and administrative reporting days totaling at least two (2) full days each month.
- N. Market and promote CISTN in appropriate School and District materials, subject to District policies and available communications channels.

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

- A. Keys/badges will be issued to the Program Manager however remain District property. The Program Manager shall not duplicate or loan them and shall immediately report any loss.
- B. All CISTN personnel and visitors must comply with District check-in and identification procedures.
- C. When the School is closed (e.g., for holidays, inclement weather, or emergencies), access to the office space may be limited, and CISTN shall coordinate with the District regarding use during such times.

- D. District may enter the Premises at any time, with or without notice in emergencies and otherwise upon reasonable notice, to inspect, maintain, make repairs or improvements, ensure compliance, or show the Premises to District personnel or contractors.

6. **Employee Status.** The CISTN employee assigned as the Program Manager shall remain solely an employee of CISTN and will not be considered an employee, agent, or representative of the District. CISTN shall retain full responsibility for all employee-related costs, including but not limited to wages, benefits, training, and insurance. CISTN shall be responsible for its employees on its payroll, including but not limited to, responsibility for recruitment, employment, promotion, retention, payment of wages, pension benefits, health insurance, layoffs, disciplinary action, and termination, and shall comply with all applicable laws and regulations related thereto.

- A. CISTN shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security, unemployment taxes, and workers' compensation costs and charges.
- B. The District may request that CISTN remove or reassign personnel from the School for a documented safety or conduct concern. CISTN retains final employment authority but will respond promptly and take appropriate protective action while the concern is reviewed.

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

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

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

10. **Publicity and Marks.** Neither party may issue press releases or public statements referencing the other party or this Agreement without the other party's prior written approval, except as required by law. Each party retains all right, title, and interest in its names, logos, trademarks, and service marks ("Marks"). Subject to the foregoing approval requirement, each

party grants the other a limited, non-exclusive, non-transferable, revocable license during the Term to use its Marks solely to perform the marketing/promotional activities expressly contemplated by this Agreement and in accordance with any brand guidelines provided.

11. Student Images and Information. No student name, image, likeness, voice, or testimonial may be used in any marketing or publicity without District's prior written approval and all legally required consents.

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

13. Data Security. CISTN will implement and maintain administrative, physical, and technical safeguards designed to protect Education Records, PII, and District data accessed, received, stored, transmitted, or otherwise processed in connection with this Agreement ("District Data") against unauthorized access, acquisition, disclosure, alteration, or destruction. Such safeguards will include, at a minimum: (a) role-based access controls and least-privilege access; (b) multi-factor authentication for remote access to District systems and any system storing District Data; (c) encryption of District Data in transit and at rest using industry-standard encryption; (d) endpoint protection and timely security patching; (e) logging/monitoring of access to District Data; and (f) security awareness training for personnel with access to District Data.

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

15. Fees and Payment. The District will pay CISTN an aggregate annual fee of Five Thousand Dollars (\$5,000.00) for services during the initial term. CISTN will invoice the District in two (2)

equal installments in August and January, and each invoice is due within thirty (30) days after receipt, subject to District purchasing requirements and the availability and appropriation of funds. Any proposed fee adjustment for a renewal term must be communicated by March 1 preceding that term and is effective only through a written amendment signed by both Parties.

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

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

- A. Any occupancy after the Term or earlier termination is a holdover subject to District's consent and revocable at will.
- B. District may remove CISTN's property left in the Premises after surrender and store or dispose of it at CISTN's expense. District is not responsible for loss or damage.
- C. The District may immediately suspend access, services, personnel, or data access when reasonably necessary to protect students, staff, information, facilities, or School operations.

18. 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.

19. Venue and Jurisdiction. Any action, suit, or proceeding arising out of or relating to this Agreement must be brought (a) if in state court, exclusively in the courts of Rutherford County, Tennessee, or (b) if federal subject-matter jurisdiction exists, exclusively in the United States District Court for the Middle District of Tennessee. Each party irrevocably submits to the personal jurisdiction of such courts and waives any objection based on improper venue or forum non conveniens.

20. Force Majeure. Neither party will be liable for any failure or delay in performance (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts of God, natural disasters, fire, flood, epidemic/pandemic, war, terrorism, civil unrest, labor disputes not involving the affected party's workforce, governmental orders, or interruption of utilities or telecommunications not caused by the affected party (each, a "Force Majeure Event"). The affected party will (a) promptly notify the other party, (b) use commercially reasonable efforts to mitigate the impact, and (c) resume performance as soon as reasonably practicable. If a Force

Majeure Event materially prevents performance for more than thirty (30) consecutive days, either party may terminate this Agreement upon written Notice. The parties will cooperate in good faith to implement reasonable alternative performance (including virtual delivery where permitted by law and District direction) and equitable adjustments to timelines.

21. Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement without consent to a successor in connection with a merger, consolidation, or sale of substantially all assets, provided that the assignee assumes all obligations in writing and the assigning party provides prompt Notice. Any attempted assignment in violation of this Section is void.

22. Public Records. The parties acknowledge District may be subject to public records laws. If District receives a request for records that may include CISTN Confidential Information, District will (to the extent permitted by law) provide CISTN prompt Notice and a reasonable opportunity to seek protective treatment. District will cooperate reasonably with CISTN's efforts, but District will make the final determination regarding disclosure as required by law.

23. Subcontracting. CISTN may not subcontract or delegate performance of Services that involve access to students, Education Records, or District systems without District's prior written approval. CISTN remains fully responsible for the acts and omissions of any approved subcontractor and will ensure subcontractors are bound by written obligations at least as protective as this Agreement (including background checks, confidentiality, FERPA/IDEA compliance, and data security).

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

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

26. Survival. Sections relating to confidentiality, data privacy/security, indemnification, limitation of liability, governing law/venue, dispute resolution, and any payment obligations accrued prior to termination will survive expiration or termination.

27. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one

instrument. Signatures delivered electronically (including PDF or e-signature platform) are effective as originals.

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

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

CISTN

Murfreesboro City Schools

Signature

Director of Schools

Date

Date

Printed Name

Approved as to form:

Title

Lauren Bush, Assistant City Attorney

Agenda Item Title: Purchase Industrial Supplies from Fastenal Company through Statewide Contract 235

Board Meeting Date: August 11, 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 seeks approval to purchase HVAC filters and other industrial supplies, as needed, from Fastenal Company through Tennessee Statewide Contract 235, Industrial Supplies. The contract provides discounted pricing on HVAC supplies, including pleated filters, as well as eligible industrial, electrical, plumbing, safety, security, and hand-tool products. Purchases will be based on the operational needs of the Maintenance Department and limited to products covered by the statewide contract.

Staff Recommendation

Approval to purchase HVAC filters and other eligible industrial supplies from Fastenal Company through Statewide Contract 235.

Fiscal Impact

The total amount is to be determined based on Maintenance Department needs. All purchases will be made within budgeted Maintenance line items.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.



SWC# 235 Industrial Supplies

Contract Period:

This is a five (5) year contract with three (3) one-year (1) options to renew.

Start date: June 1, 2024

Initial End Date: May 31, 2026

Final End Date: May 31, 2029

Contents

Summary/Background Information:	1
Contract Period:	2
CPO State Contract Administrator:	2
TNSmartShop Additional Information:	2
Contract Awards by Category:	3
Categories and Catalog Discount Listing:	3
Vendor Contact Information:	8
Ordering Instructions for State Agencies:	9
Ordering Instructions for Local Governments:	10
Requisition and Purchase Order Generation:	10
Billing and Payment Instructions:	10

Summary/Background Information:

SWC 235 The intent of this statewide contract is to provide Industrial Supplies to State Agencies and local governments at a discounted rate. The contract covers ten product categories, each offering a percentage off catalog items by subcategory. Core items were bid by each awardee, with exact items and pricing available on the Edison contracts. Note that the new contract pricing excludes freight; when using the TNSmartShop, estimated freight charges will be added, like public ordering websites.

Non-Exclusive Contract: Agencies may source industrial supplies elsewhere if it benefits the State of Tennessee. This applies when:

- Pricing is better,
- faster local delivery is needed, or
- there's an emergency.

Otherwise, the CPO requests State agencies to please use contracted supplies.



CPO State Contract Administrator:

Michael Neely
Category Specialist
Central Procurement Office
615-741-5971
Michael.T.Neely@tn.gov

TNSmartShop Additional Information:

Please note: Only products within the specified categories are considered contract items. Any item outside these contract categories must be purchased through another appropriate contract or via Local Purchase Authority procedures, as applicable.

Please consult the contract administrator to confirm coverage.

TNSmartShop cannot be used to procure goods managed in the Inventory or Asset Management modules. Items valued over \$5,000 may be considered assets and are not listed on TNSmartShop but may still be covered by the contract. These require Edison Catalog item IDs (10-digit IDs starting with 10-). Requisitions and purchase orders for such goods must use these Item IDs (Special Request items are not appropriate). The CPO Systems Management team manages these IDs, and requests for additional or updated items should be sent to content.group@tn.gov and the Contract Administrator, [Michael T. Neely](mailto:Michael.T.Neely).

If placing an order for goods that will be managed in Inventory from a Supplier who maintains a Punchout Catalog within the TNSmartShop, the purchase order must be adjusted before submission as follows:

- The Doc Type must be changed from GEN to an appropriate doc type for the purchase. Please see the Job aid on **Requisition and Purchase Order Doc Types**.
- The Dispatch Method must be changed from EDX to PRINT.
- Once dispatched, the purchase order should be delivered to the Supplier via email or fax, per the Supplier's preferred method.

Contract Awards by Category:

Category	Award Winner
Cleaning & Janitorial	Alabama Industrial, MSC, Kelsan
Industrial Supplies	Fastenal, Alabama Industrial
HVAC	Fastenal, MSC, Alabama Industrial
Hand Tools	MSC, Brighter Days & Nites, Inc. (BDNI), Fastenal
Electrical	Fastenal, MSC
Security	Fastenal, MSC, Alabama Industrial
Plumbing	Fastenal, MSC
Plumbing Fixtures	Fastenal, Benefast, MSC



Safety	Fastenal, Alabama Industrial, MSC
Lighting	Alabama Industrial, MSC

Categories and Catalog Discount Listing:

The CPO advises comparing final net pricing on all items, as the discounts listed below are based on catalog prices, which vary by vendor. If users need assistance in determining if an item is covered, please contact the CPO State Contract Administrator listed in Section 3.

Commercial Cleaning Sub-Categories	Kelsan	MSC	Alabama Industrial
Air Fresheners	25%	47%	45%
Bathroom Cleaners	25%	52%	45%
Brooms, Mops, and Accessories	25%	61%	45%
Carts and Hand Trucks	25%	62%	45%
Floor Buffing Machines	25%	41%	45%
Cleaning Hand Tools	25%	61%	45%
Cloth Wipers and Rags	25%	61%	45%
Dust Mops and Accessories	25%	61%	45%
Floor Care Chemicals	25%	61%	45%
Indoor and Outdoor Trash Cans	25%	61%	45%
Industrial Chemicals	25%	61%	45%
Liquid Hand Soap and Dispensers	25%	51%	45%
Urinal Screens	25%	61%	45%
Wet Mops and Accessories	25%	61%	45%

Industrial Supplies Sub-Categories	Alabama Industrial	Fastenal
Abrasives	45%	35%
Batteries	45%	35%
Cable and Wire Rope	45%	45%
Cargo Tie Downs	45%	35%
Carts and Hand Trucks	45%	40%
Ceiling Tiles	45%	45%
Clear Plastic Bags	45%	32%
Portable Generators	45%	28%



Hydraulic Supplies	45%	35%
Lubricants	45%	37%
Machining Supplies	45%	25%
Packaging Wrap and Accessories	45%	32%
Shelving	45%	32%
Storage Bins	45%	32%
Test Instruments	45%	28%
Welders and Accessories/Equipment	45%	35%
Work Benches	45%	32%

Hand Tools

BDNI

MSC

Fastenal

Sub-Categories

Bolt Assortment Kits	25%	72%	60%
Chains and Ratchet Sets	25%	59%	30%
Concrete Repair Products	25%	65%	35%
Drill Bits	25%	59%	32%
Fasteners	25%	72%	60%
Hand Tools	25%	59%	30%
Portable Ladders	25%	62%	32%
Landscaping Tools	25%	59%	35%
Power Tools and Accessories	25%	40%	30%
Saw Blades	25%	40%	30%
Sealants and Cements	25%	65%	35%
Tapes	25%	59%	35%
Pneumatic Compressors, Tools, and Accessories	25%	35%	35%

HVAC Sub-Categories	Fastenal	MSC	Alabama Ind
Air Conditioner Accessories	35%	60%	38%



Electric Fans	30%	70%	38%
HVAC Parts and Supplies	30%	70%	38%
HVAC Thermostats and Controllers	30%	70%	38%
Pleated Filters	40%	70%	38%
Refrigeration Supplies	30%	70%	38%
Power Transmission belts	28%	60%	38%
Window AC Units	30%	70%	38%

Electrical Sub-Categories	Fastenal	MSC
Circuit Breakers and Fuses	38%	63%
Clamp Meters	28%	63%
Electric Motors and Accessories	30%	55%
Electrical Safety Accessories (Lock out/Tag out)	36%	63%
Extension Cords	38%	63%
Flashlights	30%	60%
General Purpose AC Motors	30%	55%
Plugs	38%	63%
Solenoids	40%	63%
Switches	38%	63%
Tapes	35%	55%
Terminals	38%	63%
Test Instruments	28%	35%
Wire, Conduit, Cables, and Accessories	38%	63%

Lighting Sub-Categories	Alabama Industrial	MSC
Ballast and Lamp Recycling Kits	45%	63%
Fixtures	45%	58%
Fluorescent Lamps	45%	63%
LED Lamps and Bulbs	45%	63%
Metal Halide Lamps	45%	63%



Security Lights	45%	63%
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Plumbing Sub-Categories	Fastenal	MSC
Ball Valves	40%	50%
Copper Pipes and Accessories	40%	55%
Diaphragm Pumps	30%	50%
Faucet/Valve Replacement Parts	40%	50%
Galvanized Pipes and Accessories	40%	55%
Gas Engine Water and Trash Pumps	30%	50%
Plumbing Gasket Materials	40%	50%
Hose Couplers and Accessories	35%	55%
Hydronic Heating	30%	50%
PVC Pipes and Accessories	40%	55%
Sewage Ejectors, Submersible and Sump Pumps	30%	50%
Shut-off Valves	40%	50%
Sink drains	40%	50%
Solenoids	40%	63%
Test Instruments	28%	35%
Thermostatic Mixing Valve	40%	50%
Toilet and Urinal Repair Parts	40%	50%
Valve Caps	40%	50%
Water Filters	40%	50%



Plumbing Fixture Sub-Categories	Fastenal	Benefast	MSC
Faucets	40%	25%	50%
Plumbing Fixtures	40%	25%	50%
Porcelain Sinks, Wall/Counter Mount w/o Faucet	40%	25%	50%
Toilets and Accessories	40%	25%	45%
Tubs and Showers	40%	25%	50%
Water Fountains	40%	25%	50%
Bathroom Hardware	40%	25%	60%
Water Heaters up to 150 Gallons	40%	25%	35%

Safety Sub-Categories	Fastenal	Alabama Industrial	MSC
Hydration Drink mixes	36%	45%	51%
Detection and Alarm Devices	36%	45%	60%
Disposable Gloves	40%	45%	60%
Hearing Protection	36%	45%	60%
Environmental and Industrial Oil Sorbents	36%	45%	60%
Ergonomic Supplies	36%	45%	60%
Eye Wash and Drench Shower Products	36%	45%	60%
Fall Protection	36%	45%	55%
Hard Hats and Accessories	36%	45%	53%
Marking and Safety Tape	36%	45%	53%
Non-Disposable Gloves	40%	45%	60%
Respirator Mask	36%	45%	60%
Safety Cans	36%	45%	60%
Interior Safety Signs	36%	45%	60%
Safety Eyewear	36%	45%	60%
Security Lights and Signs	37%	45%	60%
Tarps	45%	45%	65%



Security Sub-Categories	Fastenal	MSC	Alabama Ind
Dead Bolt Locks	45%	60%	42%
Door Handles, Locks, and Accessories	45%	60%	42%
Lock Boxes and Key Cabinets	36%	60%	42%
Padlocks	36%	60%	42%
Safety Tape	36%	53%	42%

Vendor Contact Information:

Company Name: **Benefast, Inc.**

Contract Number: 82575

Contact Person: Tawnee Bennett

Position: Contract Administrator

Phone Number: 615-331-3747

Email Address: Tawnee@Benefast.com

Direct Contact: Amanda Wiese at contracts@benefast.com

Fax Orders: Amanda Wiese @ 888-304-5678

Phone Orders: Kellen Bennett @ 615-331-3747

Company Name: **Fastenal Company**

Contract Number: 82572

Contact Person: Chad Wampler

Phone Number: 615-838-3470

Email Address: Cwampler@fastenal.com

Customer Service: 833-790-9932 or tngovsales@fastenal.com

[Fastenal TNSmartShop Link](#)

Company Name: **Alabama Industrial Supplies & Services, LLC**

Contract Number: 82544

Contact Person: Will Taylor

Phone Number: 205-578-0403

Email Address: wtaylor@alabamaindustrial.com

Company Name: **Kelsan Inc. & Subsidiaries**

Contract Number: 82574

Contact Person: Tillman Keller

Phone Number: 865-809-4084



Email Address: tillman.keller@kelsan.biz or Chris.Hodges@kelsan.biz

Company Name: **MSC Industrial Supply (Sid Tool Co)**

Contract Number: 82573

Contact Person: Jason Neal

Phone Number: 303-638-0905

Contact Person: DeAndre Jackson

Phone Number: 501-291-6545

Email Address: DeAndre.jackson@mscdirect.com

Direct Contact: TNState@mscdirect.com

TNSmartShop: Live

Company Name: **Brighter Days & Nites, Inc.**

Contract Number: 83512

Contact Person: Chanel Sallie

Phone Number: 901-775-1905

Email Address: csallie@bdnincorp.com

Ordering Instructions for State Agencies:

To purchase from SWC 235 Industrial Supplies, a special request can be created in Edison, or purchasing can be made through the punch-out in TNSmartShop.

"Punch-out" refers to the process where items purchased from the TNSmartShop online catalog are automatically linked to the vendor's e-commerce website. The TNSmartShop interface is designed to offer buyers a user-friendly shopping experience.

After finalizing the order, send the contract release order to the contractor and follow all applicable purchasing procedures.

SmartShop orders should always be placed separately from any other order and cannot be used for Inventoried items or Assets. An Edison Item ID is required for Inventory and Asset management. Items being purchased for use in the Inventory or Asset modules should be added directly to Requisitions and Purchase Orders using the Edison Catalog Search or by entering the Edison Item ID to the line items. SmartShop/Punchout orders and Edison Catalog orders (for Inventory or Asset usage) should not be mixed.

Agenda Item Title: Emergency Relocation Transportation Agreement with Rutherford Collegiate Prep (SY 2026-27 Renewal)

Board Meeting Date: August 11, 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

The Emergency Relocation Transportation Agreement between Murfreesboro City Schools and Rutherford Collegiate Prep (RCP) allows the District to provide buses and drivers in the event of an emergency requiring the relocation of students and staff to a safe location. The contract is written for a one-year term, renewable annually for up to four years. This item represents the third time the agreement has been presented for Board approval. RCP reimburses the District for overtime costs incurred.

Staff Recommendation

Approve the Emergency Relocation Transportation Agreement with Rutherford Collegiate Prep

Fiscal Impact

Minimal; overtime costs, if incurred, will be reimbursed by Rutherford Collegiate Prep

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

**EMERGENCY RELOCATION TRANSPORTATION AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
RUTHERFORD COLLEGIATE PREP**

This Relocation Transportation Agreement (the “Agreement”) is entered into as of January 14, 2025, by and between Murfreesboro City Schools, a public school district organized under the laws of the State of Tennessee (“District”), and Rutherford Collegiate Prep, a public charter school existing under the foreign nonprofit corporation of ReThinkForward, Inc., with its principal office located in 6278 North Federal Highway PMB 115, Fort Lauderdale, FL 33308, and duly authorized under the laws of the State of Tennessee (“Charter School”). The District and the Charter School are collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, the Charter School may, in emergency situations, require the use of the District’s transportation services to relocate students, staff, and personnel from the Charter School premises to a safe location; and

WHEREAS, the District is willing to make its transportation services available to the Charter School in such emergency situations under the terms and conditions set forth herein;

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

I. PURPOSE

The purpose of this Agreement is to establish the terms and conditions under which the District will provide transportation services to the Charter School in the event of an emergency that requires the relocation of students, staff, and personnel from the Charter School premises. For the purposes of this Agreement, an “emergency” is defined as any unforeseen event or circumstance that poses an immediate threat to the safety, health, or welfare of students, staff, or personnel at the Charter School, necessitating their relocation to a safe location. Such emergencies may include, but are not limited to, natural disasters, fires, hazardous material spills, acts of violence, or other similar critical incidents.

II. EMERGENCY RELOCATION TRANSPORTATION SERVICES

- 2.1. The District agrees to provide buses and qualified drivers for the purpose of transporting Charter School students, staff, and personnel to a designated safe location in the event of an emergency.
- 2.2. The availability of transportation services is subject to the District’s sole discretion and the prioritization of its own operational needs. However, in the event of an emergency, the transportation needs of the Charter School will be prioritized over any of the daily operational needs of the District. Provided, however, that nothing in this Agreement requires the District to compromise the safety of students or personnel, violate applicable

law, or materially impair the District's ability to meet its own essential transportation obligations.

- 2.3. The Charter School shall immediately notify the District's designated emergency contact in the event of an emergency requiring transportation assistance. Such notice shall include the nature of the emergency, the number of individuals requiring transport, and the designated safe location.
- 2.4. The Charter School agrees to reimburse District for any overtime costs incurred by drivers providing transportation services under this Agreement. Overtime costs shall be calculated in accordance with applicable labor laws and the provider's standard overtime rates. The District shall provide an itemized invoice detailing the overtime costs incurred.
- 2.5 The District shall retain sole control over the operation of District-owned or District-operated buses and equipment, including the assignment of drivers, routes, loading and unloading procedures, vehicle capacity, dispatch decisions, and all safety-related decisions. The District may decline, modify, delay, or discontinue transportation services when, in its judgment, circumstances present a safety, operational, legal, or resource concern.
- 2.6 Each Party shall designate in writing one or more primary and alternate emergency contacts authorized to request, coordinate, and receive communications concerning transportation services under this Agreement. Each Party shall promptly provide written notice of any change in its designated emergency contacts. The Charter School shall cooperate with the District and applicable emergency responders concerning the designated relocation location, student accountability, loading procedures, and other logistics necessary for the safe provision of transportation services.

III. INFORMATION SHARING

- 3.1. The Charter School shall provide the District with access to relevant student information, including but not limited to rosters, contact information, and any special transportation needs, as required to safely and effectively execute the transportation services. Such information shall be provided in compliance with applicable state and federal laws, including the Family Educational Rights and Privacy Act (FERPA).
- 3.2. The Charter School shall provide the District with access to its safety and security plans that are necessary to coordinate and effectuate the use of transportation during an emergency relocation event. Any safety plans related to relocation must be reviewed and approved by the District's designated safety coordinator prior to implementation; changes recommended by the District's designated safety coordinator must be incorporated into any safety plans related to relocation.
- 3.3. The District agrees to maintain the confidentiality of all information received from the Charter School and to use such information solely for the purpose of providing emergency relocation transportation services under this Agreement.

IV. INDEMNIFICATION

- 4.1. The Charter School agrees to indemnify, defend, and hold harmless the District, its officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with: (a) Any act or omission of the Charter School, its employees, agents, or contractors in connection with this Agreement; (b) Any breach of this Agreement by the Charter School; or (c) The transportation of Charter School students, staff, or personnel, except to the extent such claims, demands, liabilities, or damages result from the gross negligence or willful misconduct of the District.
- 4.2. District shall have no liability to Charter School or to any other party claiming through or under Charter School by reason of the execution or performance of this Agreement. Article II, Section 29 of the Tennessee Constitution prohibits cities or city entities from lending their credit to private entities and, therefore, prohibits an agreement by the District to indemnify a third party or agree to a limitation of liability provision.
- 4.3. The provisions of this section shall survive the termination or expiration of this Agreement.

V. INSURANCE

- 5.1. Charter School will obtain and maintain, at least the following insurance from companies having an A.M. Best rating of "A-", VI or better, in the form and in the amounts as District may require:
 - a. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000 (one million dollars):
 - b. Policies must include other states endorsement to include Tennessee if the corporation is domiciled outside of the State of Tennessee, and a waiver of all rights of subrogation in favor of District.
 - c. Commercial general liability insurance with limits of not less than:
 - i. Each occurrence limit - \$1,000,000 (one million dollars)
 - ii. Medical Expenses (any one person) - \$10,000 (ten thousand dollars)
 - iii. Personal and Advertising Injury - \$1,000,000 (one million dollars)
 - iv. General aggregate - \$3,000,000 (three million dollars)
 - v. Products - Completed Operations Aggregate for bodily injury, personal injury, and property damage - \$3,000,000 (three million dollars)
 - d. Commercial automobile liability insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$5,000,000 (five million dollars) combined single limit bodily injury and property damage. Coverage shall not exclude passengers.
 - e. If limits are not met in primary insurance contracts, umbrella/excess liability insurance may be provided with limits of not less than \$4,000,000 (four million dollars) per

occurrence and aggregate with a self-insured retention of no more than \$10,000 (ten thousand dollars), and (i) providing coverage in excess of and (ii) following form, subject to the same provisions as, the underlying policies required for general liability and commercial auto liability insurance.

- f. The contractor agrees to indemnify District for any applicable deductibles and self-insured retentions.

- 5.2. Any employees of the Charter School who are involved in activities related to this Agreement, including but not limited to assisting with transportation, shall remain covered by the Charter School's own insurance policies and worker's compensation coverage. The District shall have no responsibility for providing worker's compensation or other insurance coverage for Charter School employees.

VI. TERM AND TERMINATION

- 6.1. This Agreement shall commence on the Effective Date and continue in effect until June 30, 2026, unless terminated by either Party with thirty (30) days' prior written notice.
- 6.2. The District may terminate this Agreement immediately in the event the Charter School fails to comply with any provision herein or if the District determines, in its sole discretion, that providing transportation services would jeopardize its operational capabilities or safety.

VII. MISCELLANEOUS

- 7.1. **Compliance with Laws:** The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations in the performance of their obligations under this Agreement.
- 7.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.
- 7.3. **Amendments:** This Agreement may not be amended or modified except by a written instrument signed by both Parties.
- 7.4. **Governing Law:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles.
- 7.5. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 7.6. **Counterparts:** This Agreement may be executed in one or more counterparts by the District and Charter School. 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.

7.7. **Notices:** All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth below:

For the District: Murfreesboro City Schools
 ATTN: Director of Schools
 2552 South Church Street
 Murfreesboro, TN 37127

For the Charter School: Rutherford Collegiate Prep
 ATTN:
 4420 Manson Pike
 Murfreesboro TN, 37129

7.8 **Public Communications and Use of District Name.** Except as required by law, the Charter School shall not issue or authorize any press release, media statement, public announcement, social-media post, or other external communication concerning an emergency relocation event, the District's transportation services, or this Agreement that identifies or references the District, without the District's prior written approval. The Charter School shall promptly notify the District of any media inquiry relating to an emergency relocation event or the District's services and shall coordinate responsive communications with the District. Nothing in this section prohibits either Party from making disclosures required by applicable law, including the Tennessee Public Records Act, provided that the disclosing Party gives advance notice to the other Party when legally permitted.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Rutherford Collegiate Prep

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: Internal Schools Accounts Payable as of June 30, 2026

Board Meeting Date: August 11, 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

The Finance Director requests the Board approval of the Internal Schools' fund outstanding accounts payable totaling \$22,877.10 as of June 30, 2026.

Section 5 of the *Tennessee Internal School Funds Manual* states the local board must approve accounts payable that will not be liquidated during the current fiscal year.

Staff Recommendation

Recommend approval of the Internal Schools accounts payable as of June 30, 2026.

Fiscal Impact

Accounts Payable is an allowable accounting practice at year-end to properly recognize expenses in the correct fiscal year.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☐ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☒ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro

City Schools

Schedule of Accounts Payable as of 6/30/26

School	Vendor	A/P Amount	Total A/P by Entity
Hobgood (004)	Canon USA Inc.	\$830.13	\$830.13
Mitchell-Neilson (005)	Canon USA Inc.	\$628.99	\$628.99
Black Fox (010)	Elite Grading & Excavation LLC	\$9,365.00	\$9,365.00
Cason Lane (011)	Canon USA Inc.	\$472.60	\$472.60
Erma Siegel (012)	Elite Grading & Excavation LLC	\$10,000.00	\$10,974.18
	Canon USA Inc.	\$974.18	
Overall Creek (016)	Canon USA Inc.	\$112.83	\$112.83
Discovery (902)	Canon USA Inc.	\$493.37	\$493.37
Total			\$22,877.10

Agenda Item Title: Addendum with Project Play Therapy for School Psychology Services

Board Meeting Date: August 11, 2026

Department: Special Education

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda ☐
- Action Item ☒
- Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS seeks to add school psychology services to its existing agreement with Project Play Therapy for the 2026-2027 school year. Project Play will provide a qualified school psychology professional three days per week, representing a 0.6 FTE allocation, at a monthly rate of \$5,774. The addendum permits the District to terminate the added services upon 60 days' written notice.

Staff Recommendation

Approval of Addendum with Project Play Therapy for School Psychology Services

Fiscal Impact

The cost of the additional services will not exceed \$57,740 during the 2026-2027 school year and will be paid from budgeted Special Education funds.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success.
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.
- ☐ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ☐ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

**ADDENDUM TO THE PROJECT PLAY THERAPY PROFESSIONAL SERVICES
AGREEMENT**

This Addendum (“Addendum”) is entered into by and between Murfreesboro City Schools (“District”) and Project Play Therapy (“Contractor”) and amends the Professional Services Agreement between the parties, as renewed for the period of July 1, 2026, through June 30, 2027 (“Agreement”). The parties agree as follows:

1. **School Psychology Services.** Contractor shall provide qualified school psychology personnel at an allocation of 0.6 full-time equivalent (“FTE”), generally consisting of three (3) days per week during the District’s academic calendar. The specific schedule, assigned locations, and services to be performed shall be coordinated with and approved by the District’s Special Education Department. All personnel providing services must maintain the licenses, certifications, and qualifications required by applicable law and District requirements.

2. **Compensation.** The District shall compensate Contractor at the rate of Five Thousand Seven Hundred Seventy-Four Dollars (\$5,774.00) per month for the 0.6 FTE allocation. All services must be documented on an itemized invoice submitted monthly to the District pursuant to the Agreement. Payment of all undisputed amounts shall be due within thirty (30) days after the District’s receipt of a complete and accurate invoice.

3. **Termination of Additional Services.** The District may terminate the school psychology services added by this Addendum, with or without cause, upon sixty (60) days’ written notice to Contractor. Upon termination, the District shall be responsible only for services satisfactorily performed through the effective date of termination. Termination under this section shall not terminate or otherwise affect the remaining services provided under the Agreement.

4. **Effect of Addendum.** Except as specifically amended by this Addendum, all terms and conditions of the Agreement remain in full force and effect. If there is a conflict between this Addendum and the Agreement, this Addendum shall control with respect to the school psychology services described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written below:

Project Play Therapy, LLC

Murfreesboro City Schools

Signature

Director of Schools

Date

Date

Approved as to Form:

Lauren Bush, Assistant City Attorney

Agenda Item Title: FY27 Federal Projects Budget Amendment

Board Meeting Date: August 11, 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

MCS has been awarded \$30,000 for the Preschool Access for All Network grant. This grant focuses on empowering districts to increase opportunities for children aged 3-5 by expanding developmentally appropriate environments and high-quality instruction. This grant will purchase classroom items such as fine motor materials, sensory items, art supplies, appropriate furniture, and adaptive seating for calm corners. These funds will also cover the costs of substitute teachers to allow our Pre-K teachers to attend professional development sessions and to observe other classrooms. This grant will also fund a stipend for the teachers who attend AALN professional development outside of contract hours.

Staff Recommendation

Approve the FY27 budget amendment to recognize the new revenue and related expenditures to utilize the AALN grant.

Fiscal Impact

Recognize new revenue in the amount of \$30,000 and related expenditures with no impact to fund balance.

Connection to MCS's Five-Year Strategic Plan

- ☐ **Academic Success:** Raise academic achievement for all students across content areas by closing learning gaps and ensuring readiness for the next grade level so that every child is prepared for future success. f
- ☒ **Ready to Learn:** Promote the success of every child by supporting their social, behavioral, and non-academic needs in partnership with families and the community so that students are ready to learn.
- ☐ **Highly Qualified Team:** Invest in the growth and retention of our employees so that every student benefits from a well-prepared and highly qualified team.

- ❑ **Operational Efficiency:** Ensure operational efficiency so that resources effectively support and enhance student learning.
- ❑ **District of Choice:** Strategically promote and expand the strengths and opportunities of our schools so that we are recognized as the district of choice for families.

Murfreesboro City Schools Budget Amendment

Schools Federal Projects Fund 142
Fiscal Year 2026-2027

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
AALN 3-5		30,000	30,000
Total Increase in Revenues	\$ -	\$ 30,000	\$ 30,000
<u>Expenditures</u>			
AALN 3-5			
Instructional Supplies & Materials		7,910	7,910
Other Supplies & Materials		10,000	10,000
Other Salaries & Wages		3,500	3,500
Social Security		220	220
State Retirement		315	315
Medicare		55	55
Other Supplies & Materials		1,500	1,500
In-Service/Staff Development		6,500	6,500
Total Increase in Expenditures	\$ -	\$ 30,000	\$ 30,000

CHANGE IN FUND BALANCE (CASH) -

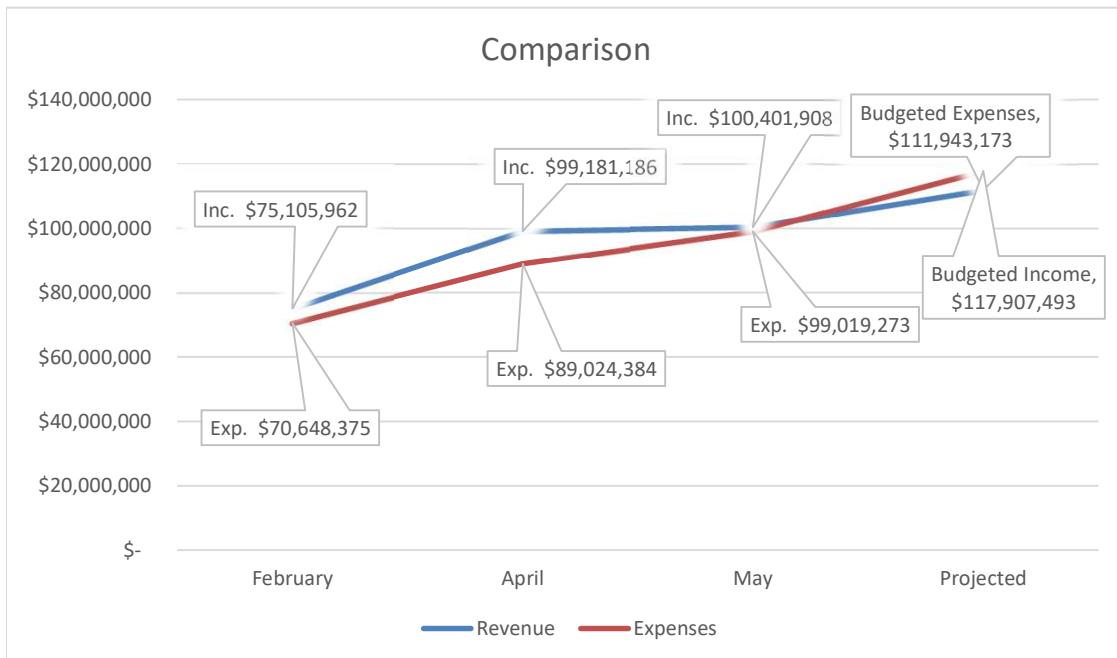
MCS has been awarded the Early Childhood Access for All Learning Network grant. This grant focuses on empowering districts to increase opportunities for children ages 3-5 while increasing developmentally appropriate environments and high-quality instruction. This grant will purchase items for classrooms such as fine motor materials, sensory items, art supplies, dress up clothes as well as items for calm corners such as bean bags, kid size furniture and adaptive seating. This grant will purchase items for family engagement to strengthen family capacity to reinforce skill development. Funds will be spent on professional development to build teacher capacity to implement inclusive practices and improve access, participation and support in the General Education classroom for preschool students with disabilities.

Reviewed by Finance Director/Finance Manager _____ Date _____

Approved		_____
Declined		_____
	Director of Schools	Date

COMPARISON OF BUDGET TOTALS July 1, 2025 Through May 31, 2026

TOTAL INCOME	7/1/25 - 5/31/26	\$	100,401,908
TOTAL EXPENSES	7/1/25 - 5/31/26		99,019,273
NET INCOME 5/31/26		\$	1,382,634



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

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	13,392,187	(1,607,813)	89.3%	14,000,000	13,642,512	(357,488)	97.4%
2	40210-Local Option Sales Tax	16,700,000	14,106,486	(2,593,514)	84.5%	17,888,900	13,210,542	(4,678,358)	73.8%
3	40000-41110-Other County Rev	1,972,000	1,469,119	(502,881)	74.5%	2,032,500	1,540,519	(491,981)	75.8%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,621,796	1,682,782	60,986	103.8%	786,675	1,517,408	730,733	192.9%
	<i>SUBTOTAL LOCAL REVENUE</i>	\$ 35,293,796	\$ 30,650,574	\$ (4,643,222)		\$ 34,708,075	\$ 29,910,981	\$ (4,797,094)	
5	46310-Project Diabetes Grant	126,700	126,699	(1)	100.0%	-	-	-	N/A
6	46510-TISA	63,477,651	57,687,899	(5,789,752)	90.9%	66,663,090	59,984,591	(6,678,499)	90.0%
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	1,082,900	(417,705)	72.2%	1,326,895	1,159,958	(166,937)	87.4%
9	46590-Other State Education	1,851,909	-	(1,851,909)	0.0%	3,991,841	1,699,589	(2,292,252)	42.6%
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	44,946	(6,054)	88.1%	40,000	38,539	(1,461)	96.3%
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	24,530	(159,092)	N/A
	<i>SUBTOTAL STATE REVENUES</i>	\$ 67,337,865	\$ 59,121,816	\$ (8,216,049)		\$ 72,485,448	\$ 63,073,458	\$ (9,411,990)	
15	47000- Federal Funds	396,348	136,766	(259,582)	34.5%	114,854	113,654	(1,200)	99.0%
	<i>SUBTOTAL FEDERAL REVENUES</i>	\$ 396,348	\$ 136,766	\$ (259,582)		\$ 114,854	\$ 113,654	\$ (1,200)	
16	49100-49800 Insurance Recovery/Indirect Costs	195,000	31,720	(163,280)	16.3%	365,920	75,803	(290,117)	20.7%
17	49810-City of Murfreesboro Allocation	7,885,103	7,228,011	(657,092)	91.7%	7,885,103	7,228,011	(657,092)	91.7%
18	49820-City TN All Corp Grant	156,000	156,000	-	100.0%	-	-	-	N/A
	<i>SUBTOTAL OPERATING TRANSFERS</i>	\$ 8,236,103	\$ 7,415,731	\$ (820,372)		\$ 8,251,023	\$ 7,303,814	\$ (947,209)	
	<i>TOTAL REVENUES</i>	\$ 111,264,112	\$ 97,324,887	\$ (13,939,225)	87.5%	\$ 115,559,400	\$ 100,401,908	\$ (15,157,492)	86.9%

YEAR-TO-DATE EXPENDITURE COMPARISON

MAY 2026

PAGE 1

	BUDGET CLASS.	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	48,704,223	(12,450,534)	79.6%	63,141,942	\$ 51,524,933	(11,617,009)	81.6%
2	71200-Sp. Ed. Instruction	13,930,329	11,226,106	(2,704,223)	80.6%	15,467,000	12,605,029	(2,861,971)	81.5%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	188,725	165,241	(23,484)	87.6%	192,705	174,834	(17,871)	90.7%
5	72120-Health Services	1,252,495	981,398	(271,097)	78.4%	1,183,965	892,574	(291,391)	75.4%
6	72130-Guidance	4,188,625	3,432,730	(755,895)	82.0%	3,712,041	3,035,481	(676,560)	81.8%
7	72210-Reg. Instr. Support	2,774,798	2,314,132	(460,666)	83.4%	4,252,312	3,534,714	(717,598)	83.1%
8	72220-Sp. Ed. Support	2,209,555	1,825,305	(384,250)	82.6%	3,145,320	2,631,503	(513,817)	83.7%
9	72250-Technology	2,738,190	2,295,097	(443,093)	83.8%	2,654,105	2,075,311	(578,794)	78.2%
10	72310-Bd. Of Education	2,187,020	1,888,732	(298,288)	86.4%	2,257,685	1,997,593	(260,092)	88.5%
11	72320-Office of Supt.	471,438	393,729	(77,709)	83.5%	479,310	394,099	(85,211)	82.2%
12	72410-Office of Principal	6,151,248	5,204,793	(946,455)	84.6%	6,310,490	5,324,142	(986,349)	84.4%
13	72510-Fiscal Services	885,280	800,404	(84,876)	90.4%	965,675	846,462	(119,213)	87.7%
14	72520-Personnel Services	606,845	530,302	(76,544)	87.4%	663,990	596,381	(67,609)	89.8%
15	72610-Oper. Of Plant	6,372,847	4,823,134	(1,549,713)	75.7%	6,651,839	5,388,984	(1,262,855)	81.0%
16	72620-Maint. Of Plant	3,481,108	2,423,747	(1,057,361)	69.6%	3,387,057	2,458,104	(928,953)	72.6%
17	72710-Pupil Transp.	5,457,902	4,181,947	(1,275,955)	76.6%	5,028,620	3,826,838	(1,201,782)	76.1%
18	73300-Community Service	507,561	393,350	(114,211)	77.5%	468,005	408,579	(59,426)	87.3%
19	73400-Early Childhood Educ.	1,154,547	887,602	(266,945)	76.9%	1,173,645	947,084	(226,561)	80.7%
20	76100-Reg. Cap. Outlay	3,243,219	59,637	(3,183,582)	1.8%	202,365	154,589	(47,776)	76.4%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	82230-Education Debt Int	-	-	-	N/A	-	-	-	N/A
23	99100-Operating Transfers	217,601	171,061	(46,540)	78.6%	217,590	202,039	(15,551)	92.9%
	TOTALS	119,174,090	92,702,670	\$ (26,471,420)	77.8%	121,555,661	99,019,273	\$ (22,536,388)	81.5%