

Board of Education Regular Meeting

July 22, 2025 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Mr. Daniel Owens, Director of Finance.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item	Dr. Trey Duke
A. The Best of MCS-Rosa James-Custodian at Cason Lane Academy Procedural Item	Dr. Trey Duke
B. Spotlight on Education-Instruction Department Procedural Item	Ms. Sheri Arnette
C. Recognition of New Staff: Kim Inglis-Assistant Principal at Black Fox Jessica Jacobs-Assistant Principal at John Pittard Tawana Harper-Assistant Principal at Reeves Rogers Liz Rueby-Principal at Reeves Rogers Procedural Item	Dr. Trey Duke
D. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 6-24-25 Board Minutes Consent Item	
B. Approval of all Field Trips Under \$20.00 Consent Item	
C. Approval for Director to Instruct at MTSU for 2025-2026 Consent Item	
D. Approval of Contract-KnowBe4 Consent Item	
E. Second Reading of Board Policies Consent Item	
i. Approval of Discrimination Policies, Revisions on Second Reading: Policy 4.100 Policy 5.500 Policy 6.304 Consent Item	
ii. Approval of Board Policy 1.407 School District Records, Revisions on Second Reading Consent Item	
iii. Approval of Board Policy 2.403, Surplus Property, Revisions on Second Reading Consent Item	

iv. Approval of Board Policy 3.202, Emergency Preparedness Plan, Revisions on Second Reading Consent Item	
v. Approval of Board Policy 4.403, Library Materials, Revisions on Second Reading Consent Item	
vi. Approval of Board Policy 4.406, Use of Internet, Revisions on Second Reading Consent Item	
vii. Approval of Board Policy 4.600, Grading System and Reporting Progress, Revisions on Second Reading Consent Item	
viii. Approval of Board Policy 5.1061, Employment of Retirees, Revisions on Second Reading Consent Item	
ix. Approval of Board Policy 5.305, Family and Medical Leave, Revisions on Second Reading Consent Item	
x. Approval of Board Policy 5.701, Substitute Teachers, Revisions on Second Reading Consent Item	
xi. Approval of Board Policy 6.411, Promoting Student Wellness, Revisions on Second Reading Consent Item	
xii. Approval of Board Policy 6.600, Student Records, Revisions on Second Reading Consent Item	
F. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 3.204, Threat Assessment Teams, on Second Reading Action Item	Ms. Lauren Bush
B. Approval of Board Policy 5.110, Compensation Guides and Contracts, Revisions on Second Reading Action Item	Ms. Lauren Bush
C. Approval of Board Policy 6.303, Questioning Students and Searches, Revisions on Second Reading Action Item	Ms. Lauren Bush
D. Approval of Board Policy 6.312, Use of Personal Communications Devices in School, Revisions on Second Reading Action Item	Ms. Lauren Bush
E. Approval of Murfreesboro Police Department Memorandum of Understanding for School Resource Officer Services Action Item	Dr. Trey Duke
F. Approval of Budget Amendment-FY26 GP-Project Play Action Item	Dr. Trey Duke
G. Approval of Contract-Staff EZ for Staffing Services Action Item	Dr. Trey Duke
H. Approval of Contract-Terrascape Mulching Action Item	Dr. Trey Duke
I. Approval of Revenue and Expenditure Report Action Item	Mr. Daniel Owens

VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Human Resources Update Information Item	Ms. Maria Johnson
B. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

June 24, 2025 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Mr. Jimmy Richardson III, Absent: Mr. David Settles.</p> <p>In attendance: Dr. Trey Duke, Ken Rocha, April Zavis, Sheri Arnette, Maria Johnson, Don Bartch, Lisa Trail, Angela Fairchild, Daniel Owens, Janet Paschal, Caitlin Bullard, Debbie Pulido, Beverly Johnson</p> <p>Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Angela Fairchild, Director of Special Education</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Chair Butch Campbell
<p>III. COMMUNICATIONS Information Item MERV-our Mobile Education Resource Van- had a successful start serving students in our district. On Wednesdays, MERV partners with the CHOW bus and provides students with books to read and activity packets/crayons to encourage reading. We have also been able to provide parents with cleaning supplies thanks to our recent donation partnership with Amazon. Every other Tuesday, MERV serves our McKinney-Vento (MKV) students in 5 hotel locations. Last week we served approximately 30 families with diapers, socks, undergarments, household essentials, food, and of course, books! A special thanks to the Blackman High School Varsity Coed Cheer team for volunteering 6 hours of their time to help organize our new Family Resource Center at 910 Ridgely. They unboxed books that were moved from the Central Office, organized the food pantry, and packed food pantry bags for families. Next month, Murfreesboro City Schools will host a Supply Drive and Farmer’s Market at the Mitchell-Neilson Primary Gymnasium. Community partners for this event will include:</p> <ul style="list-style-type: none">• Murfreesboro Muslim Youth-leading the school supply drive• Murfreesboro City School Farmers-providing free vegetables to families• Read To Succeed-handing out books to children and providing information for ESL classes for adults• Wellpoint- providing school supplies and education on TennCare benefits <p>Additionally, we are working with several nonprofits and faith-based organizations to schedule back-to-school drives, including serving as host for Stuff the Bus with United Way on August 4 and 5.</p>	Mrs. Lisa Trail

<p>A. Spotlight on Education-Legacy Retirements Beverly Johnson Kristin Jackson Messick Amy Harrison Deborah Kimmel Kim Creager Sandy Scheele Barbara Smith Debbie Pulido Janet Paschal Robyn Jernigan Melissa Shelley Kathy Latondress Billie Jo Thompson Eric Bonner Procedural Item</p>	<p>Dr. Trey Duke</p>
<p>B. Public Comment Procedural Item</p>	<p>Chair Butch Campbell</p>
<p>IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Chair Butch Campbell</p>
<p>A. Approval of 6-10-25 Board Minutes Consent Item</p>	
<p>B. Approval of Surplus Property Disposal Consent Item</p>	
<p>V. ACTION ITEMS Action Item</p>	<p>Chair Butch Campbell</p>
<p>A. Approval of the Revised 2025-2026 School Calendar Action Item Motion to approve the Revised 2025-2026 School Calendar. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Dr. Trey Duke</p>
<p>B. Approval of Discrimination Policies, Revisions on First Reading: Policy 4.100 Policy 5.500 Policy 6.304 Action Item Motion to approve Discrimination Policies, Revisions on First Reading: Policy 4.100 Policy 5.500 Policy 6.304. This motion, made by Ms. Karen Dodd and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Ms. Lauren Bush</p>
<p>C. Approval of Board Policy 1.407 School District Records, Revisions on First Reading Action Item Motion to approve Board Policy 1.407 School District Records, Revisions on First Reading. This motion, made by Ms. Barbara Long and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Ms. Lauren Bush</p>
<p>D. Approval of Board Policy 2.403, Surplus Property, Revisions on First Reading Action Item</p>	<p>Ms. Lauren Bush</p>

<p>Motion to approve Board Policy 2.403, Surplus Property, Revisions on First Reading. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>E. Approval of Board Policy 3.202, Emergency Preparedness Plan, Revisions on First Reading Action Item Motion to approve Board Policy 3.202, Emergency Preparedness Plan, Revisions on First Reading. This motion, made by Ms. Amanda Moore and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>F. Approval of Board Policy 3.204, Threat Assessment Teams, on First Reading Action Item Motion to approve Board Policy 3.204, Threat Assessment Teams, on First Reading. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Jimmy Richardson said that this policy refers to two things that can be ambiguous, disruptive behavior and the threat of disruptive behavior, and asked if this is defined in the code. Lauren Bush stated that it is not defined in code, and she talked to TSBA about this policy. She added that if we report that behavior to the local law enforcement, then we will report it to the families. Dr. Duke added that the intent of the law is we will notify parents if we have to get law enforcement involved due to the disruption. Jimmy Richardson asked that we investigate defining disruptive behavior or see if any other districts have defined it for the second reading. He would like to see additional language added to further define disruptive behavior. Ms. Bush will check with other districts before the second reading of the policy.</p>	Ms. Lauren Bush
<p>G. Approval of Board Policy 4.403, Library Materials, Revisions on First Reading Action Item Motion to approve Board Policy 4.403, Library Materials, Revisions on First Reading. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>H. Approval of Board Policy 4.406, Use of Internet, Revisions on First Reading Action Item Motion to approve Board Policy 4.406, Use of Internet, Revisions on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>I. Approval of Board Policy 4.600, Grading System and Reporting Progress, Revisions on First Reading Action Item Motion to approve Board Policy 4.600, Grading System and Reporting Progress, Revisions on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke explained that we already send this information home. The law requires us to do it all at one time, and now they will see it twice as it will also go home with the report card as well.</p>	Ms. Lauren Bush
<p>J. Approval of Board Policy 5.1061, Employment of Retirees, Revisions on First Reading Action Item</p>	Ms. Lauren Bush

<p>Motion to approve Board Policy 5.1061, Employment of Retirees, Revisions on First Reading. This motion, made by Mrs. Jeanette Price and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 Karen Dodd asked if this is reversing what we have done in the past when we had a teacher shortage.</p> <p>Dr. Duke said that it doesn't change that but adds stipulations. The original law was scheduled to phase out that a retired teacher could return with full pay and 70%. The law clarified that this has to be for a hard-to-staff position. The other clarification is that you cannot have a pre-determination agreement. You have to have a 60-day bona fide separation. He added that we will still be able to hire teachers who have retired, and they can work up to 120 days and still get full retirement and the pay cannot exceed 60% of the salary that they received the year before. He also explained that if they come out of retirement to teach for a full year, they will get 70% of their retirement while still getting full pay for the position. There is a salary cap. Maria Johnson came forward and told the Board that in the past year, we had one teacher that worked full-time and seven that came back as interims. This applies to hard-to-staff positions.</p>	
<p>K. Approval of Board Policy 5.110, Compensation Guides and Contracts, Revisions on First Reading Action Item Motion to approve Board Policy 5.110, Compensation Guides and Contracts, Revisions on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 Lauren Bush explained the changes to the policy. Dr. Duke said that because this statute is permissive, the board is not required to do it, but his recommendation is that we honor this and make sure that we are taking care of the employees' estate. He said that the recommendation is to cap the reimbursement to the estate at ten sick days because that is what they would have earned during that year. Otherwise, it could be a significant amount of money to pay and would be budget-prohibitive for us.</p> <p>Amanda Moore asked what we were doing before. Ms. Bush said that since this is a permissive state statute, this is the first time that this is in effect. Ms. Bush said that in the past, there is a form that is completed where the estate would be paid any vacation days, but this refers to sick leave. Dr. Duke said that this is just an added benefit.</p> <p>Chair Campbell asked if this pertains to certified staff members' estates only. Ms. Bush clarified that it is specifically for teachers' estates. He asked about classified staff, but Ms. Bush said that there is no state statute for classified staff. Dr. Duke added that if the Board has the right to extend it to classified, we can look into this.</p> <p>Ms. Bush said that she would research this. She said that the statute is very specific, but she will gladly look into whether the Board can add classified staff to this policy. She will bring back any information on second reading.</p> <p>Ms. Barbara Long agreed that she would like to see classified staff be added as well.</p> <p>Jimmy Richardson requested a fiscal note on this as well.</p>	<p>Ms. Lauren Bush</p>
<p>L. Approval of Board Policy 5.305, Family and Medical Leave, Revisions on First Reading Action Item Motion to approve Board Policy 5.305, Family and Medical Leave, Revisions on First Reading. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed.</p>	<p>Ms. Lauren Bush</p>

Yea: 6, Nay: 0, Absent: 1	
<p>M. Approval of Board Policy 5.701, Substitute Teachers, Revisions on First Reading Action Item Motion to approve Board Policy 5.701, Substitute Teachers, Revisions on First Reading. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>N. Approval of Board Policy 6.303, Questioning Students and Searches, Revisions on First Reading Action Item Motion to approve Board Policy 6.303, Questioning Students and Searches, Revisions on First Reading. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Amanda Moore said that the important thing is that the school administrator goes through training before conducting searches or questioning of students. She said that in the language of our policy in paragraphs two and three, the administrator must be on site during the search and must oversee the search. She asked if we need to specify if that school administrator is the one who receives the training, just to be sure that the search is not being delegated to someone else? Lauren Bush said that she will add that information to the second reading. To clarify, Dr. Duke said that principals and APs will be trained, but if ever there is a time that they are both out, there could be a designee so this language will help to clarify. Ms. Bush added that the SROs will also go through state-mandated training.</p>	Ms. Lauren Bush
<p>O. Approval of Board Policy 6.312, Use of Personal Communications Devices in School, Revisions on First Reading Action Item Motion to approve Board Policy 6.312, Use of Personal Communications Devices in School, Revisions on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Amanda Moore had a concern with this draft policy. She said that in the draft policy it talks about specific action that a student may take with their device that might be disruptive or unauthorized. One such event would be recording, photographing or live streaming student activities without the consent of the principal or the principal's designee. She understands that we wouldn't want students live streaming fights and things of that nature, but she said that there have been instances in other districts where students were recording things that were not right and that was a good thing that they had recorded it. She was wondering if there needs to be an exception in the policy that the disciplinarian would not take disciplinary action against a student if they had photographed or recorded something that was wrong and they were trying to capture that as evidence. Jimmy Richardson agreed. Lauren Bush directed Ms. Moore to lines 29 and 30 of the policy that says that a student can utilize their personal device in case of an emergency, Ms. Bush said that she can clearly define those instances if the Board chooses to do so, but she does want to be careful with that. Dr. Duke added that he appreciated the question and the clarification, but he feels that because of the age we serve, it's possibly less of a concern of this happening. He also feels that principals would make that decision regarding disciplining a child who had recorded</p>	Ms. Lauren Bush

<p>something. He added that he would be willing to add this additional language to the policy if the Board wants to do that.</p> <p>Ms. Bush said that she would review the policy again and bring it back on second reading for discussion under action items at the 7/22 board meeting.</p>	
<p>P. Approval of Board Policy 6.411, Promoting Student Wellness, Revisions on First Reading Action Item Motion to approve Board Policy 6.411, Promoting Student Wellness, Revisions on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 Amanda Moore said that recess is great, but these elementary students are scheduled to the minute. She asked where the cut would be and what is being given up in exchange for the 40 minutes per day.</p> <p>Sheri Arnette came forward and explained that the last principals' meeting was used to discuss the change in this policy. She explained how the principals decided to make this change. She said that students have a seven-hour day, 30 minutes were pulled out for lunch, 45 minutes for special area, 40 minutes for recess and 60 minutes for BOOST or intervention. That leaves four hours for instruction. The State gives recommended instructional times with minimum amounts of time also allowed. In some grade levels, they were able to keep the time at the recommended amount and in some grade levels, the minimum amount of time is what will be used. She said that principals will have some autonomy to choose how they will incorporate the 40 minutes into the day, and we are still meeting the guidelines. She added that it will definitely be tighter.</p> <p>Dr. Duke reiterated that the minutes did come from instructional time. He said that Mrs. Arnette and her team were very intentional not to change things like morning meetings, but it will be a very tight schedule. He invited Dr. Bullard to come up and share her thoughts with the Board.</p> <p>Dr. Bullard also came forward to share her thoughts as a principal. She said that Mrs. Arnette did a great job adjusting the times. She said that she does appreciate having the autonomy as a principal to move those times around. She said that everyone worked really hard with their leadership team to make sure that they are maximizing every instructional minute.</p> <p>Barbara Long said that all districts are having trouble with this new law.</p> <p>Jimmy Richardson asked Mrs. Arnette if the change in time would have a negative impact on instructional quality, and Mrs. Arnette said no; it should not.</p>	<p>Ms. Lauren Bush</p>
<p>Q. Approval of Board Policy 6.600, Student Records, Revisions on First Reading Action Item Motion to approve Board Policy 6.600, Student Records, Revisions on First Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Ms. Lauren Bush</p>
<p>R. Approval of Budget Amendment-Title I and IDEA Federal Projects Fund FY24-25 Action Item Motion to approve Budget Amendment-Title I and IDEA Federal Projects Fund FY24-25. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Dr. Trey Duke</p>
<p>S. Approval of Budget Amendment-AALN Federal Projects Fund FY2024-2025 Action Item</p>	<p>Dr. Trey Duke</p>

<p>Motion to approve Budget Amendment-Federal Projects Fund FY24-25. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>T. Approval of Budget Amendment- FY25 General Purpose Action Item Motion to approve Budget Amendment-FY25 General Purpose. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>U. Approval of Budget Amendment-FY25 Central Cafeteria Fund Action Item Motion to approve Budget Amendment FY25 Central Cafeteria Fund. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>V. Approval of Budget Amendment-ESSER 3.0 FY25 Federal Projects Action Item Motion to approve Budget Amendment-ESSER 3.0 FY25 Federal Projects. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>W. Approval of Contract Extension-ABM Custodial Services for FY26 Action Item Motion to approve Contract Extension-ABM Custodial Services for FY26. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 Don Barch came forward to update the Board on ABM staffing rates as well as their report card for the year.</p> <p>He said that principals receive a monthly survey on ABM's performance, and the overall satisfaction rate has averaged about 85%. Dr. Duke said that he and Mr. Barch met with ABM in January to review some issues, and some different things were put in place. Since the new practices were put in place, the number of calls and emails to Dr. Duke as well as Mr. Barch has drastically decreased. Dr. Duke added that ABM is very responsive when we reach out to them.</p>	Dr. Trey Duke
<p>X. Approval of Contract Extension-Douglas Lawn Care Professional Services for FY26 Action Item Motion to approve Contract Extension-Douglas Lawn Care Professional Services for FY26. This motion, made by Ms. Amanda Moore and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p> <p>Karen Dodd asked if this contract is only for mowing, or does it include flowers and landscaping? She mentioned that the Mitchell Neilson sign needs some attention.</p> <p>Dr. Duke said that the yard crew will attend to landscaping before the students return. He said that the yard crew is busy moving furniture right now. He also invited the Board to let him know anytime they see things that need attention.</p>	Dr. Trey Duke
<p>Y. Approval of Contract-Josh Houston & Associates for Yearbook and Photography Services for FY26 Action Item Motion to approve Contract-Josh Houston & Associates for Yearbook and Photography Services for FY26. This motion, made by Ms. Barbara Long and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>Z. Approval of Contract-Pure Storage Renewal</p>	Dr. Trey Duke

<p>Action Item Motion to approve Contract-Pure Storage Renewal. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>AA. Approval of Contract-Tennessee Department of Finance and Administration for CyberSafeTN State and Local Cybersecurity Grant Action Item Motion to approve the Contract-Tennessee Department of Finance and Administration for CyberSafeTN State and Local Cybersecurity Grant. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>BB. Approval of Revenue and Expenditure Report Action Item Motion to approve the April Revenue and Expenditure Report. This motion, made by Ms. Karen Dodd and seconded by Mr. Jimmy Richardson III, passed. Yea: 6, Nay: 0, Absent: 1 Daniel Owens presented the April Revenue and Expenditure Report.</p> <p>Chair Campbell asked about the county taking pennies from City Schools again. Dr. Duke said that he would send the final report on that when he receives it.</p>	Mr. Daniel Owens
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Butch Campbell
<p>A. Enrollment (PTR) Report Information Item</p>	Mr. Ken Rocha
<p>B. Director's Evaluation Results Information Item Lauren Bush shared Dr. Duke's evaluation results with the Board. She said that Dr. Duke received a total mean score of 4.79 from the Board and a total mean score of 4.95 from Administrators. She said that the final portion of the evaluation will be calculated once we receive achievement data from the Tennessee Department of Education. A packet with this information was at each board member's station. Ms. Bush said that she was happy to answer any questions from the Board. There was no recommended action. This was for informational purposes only.</p> <p>Jimmy Richardson said that the proudest vote he ever made was to put Trey Duke as the head of Murfreesboro City Schools. He said that what Dr. Duke has done for these schools is outstanding, and he hears about it all the time.</p> <p>Chair Campbell, along with the other members of the Board, feel very honored to work with such a great Director, and they echo what Mr. Richardson stated.</p>	Ms. Lauren Bush
<p>C. Director's Update Information Item Dr. Duke thanked the Board for their kind words. He said that it's a privilege to serve this district.</p> <p>Dr. Duke told the Board that the Senior Leadership team met in a retreat at the airport all day to plan for the upcoming school year. It was a very good meeting.</p> <p>He added that we are coming up on the end of June and summer is halfway over. We have two days left of summer school with post assessments beginning today. He said that testing information will be communicated to parents in the upcoming days.</p>	Dr. Trey Duke

<p>He told the Board that we only have one meeting in at city hall on July 22.</p> <p>Dr. Duke reminded the Board that the Summer Law Conference is coming up on July 18-19 in Gatlinburg. He added that the policy revisions that were reviewed tonight will be a jump start of what they will learn at the conference.</p>	
<p>VII. OTHER BUSINESS Information Item</p>	<p>Chair Butch Campbell</p>
<p>VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 7:21 p.m.</p>	<p>Chair Butch Campbell</p>

Director of Schools

Agenda Item Title: Student Fees for the 2025-2026 School Year

Board Meeting Date: July 22, 2025

Department: Finance

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Summary

Board Policy 6.709 states that prior to the start of each school year, the Board, upon the recommendation of the principals and Director of Schools, shall approve all known student fees for the upcoming school year. Additional fees may be approved during the year as needed.

The Director of Schools is recommending the Board approve the following student fees for the 2025-2026 school year:

- Student field trip fees up to \$20.00 per student. This pre-approval will decrease turnaround time and allow schools to begin collecting funds immediately after Central Office approval of a standard field trip. Field trips beyond the \$20.00 per student limit will still be approved individually at Board meetings.
- Student recorder fees up to \$10.00 per student. This fee, incurred by 4th grade students at some of our schools, will allow those schools to begin collecting funds immediately after principal approval. Any additional student fees that arise will still be approved individually at Board meetings.
- Student T-shirt fees up to \$15.00 per student. This fee, incurred by students for varying activities at our schools, will allow those schools to begin collecting funds immediately after principal approval. Any T-shirt fees above the \$15.00 limit that arises will still be approved individually at Board meetings.

Staff Recommendation

Recommending approval of student fees for the 2025-2026 school year.

Fiscal Impact

No fiscal impact.

Connection to MCS's Five-Year Strategic Plan

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

Agenda Item Title: Director of Schools to Instruct at MTSU

Board Meeting Date: July 22, 2025

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

Section 13 of the Director of School's contract states: *Prior to accepting secondary or outside employment with compensation as a consultant or in a teaching position at a university or college, the DIRECTOR shall seek approval of the BOARD to determine if position would prohibit an actual or potential conflict of interest.*

Dr. Duke has been approached to instruct a Doctoral level class at MTSU for the Fall 2025 semester. The teaching commitment for Dr. Duke would be to provide instruction over three weekends (Friday night and Saturday) during the semester. The specific weekend dates scheduled are:

- September 5th (5:00pm – 9:00PM) and 6th (8:00am – 5:00pm)
- October 24th (5:00pm – 9:00PM) and 25th (8:00am – 5:00pm)
- November 14th (5:00pm – 9:00PM) and 15th (8:00am – 5:00pm)

Staff Recommendation

Approve as presented

Fiscal Impact

Not applicable

Connection to MCS's Five-Year Strategic Plan

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

Agenda Item Title: Agreement with KnowBe4

Board Meeting Date: July 22, 2025

Department: Technology

Presented by: April Zavisia

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Technology Department seeks approval of a 12-month subscription agreement with KnowBe4, a provider of security awareness training and phishing simulation tools. This service supports the district's cybersecurity initiatives by educating staff on best practices and reducing human risk factors in cyber threats. The total cost of the agreement is \$32,886.00.

Staff Recommendation

Approve the 12-month subscription agreement with KnowBe4 in the amount of \$32,886.00.

Fiscal Impact

The total cost of the contract is \$32,886.00, paid from the General-Purpose Fund.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City Schools
2552 South Church Street, Murfreesboro TN 37127
Phone (615) 893-2313 **Fax** (615) 893-2352
cityschools.net



CONTRACT REVIEW FORM

Requesting Department/School: Technology

Contract: Security Awareness Training - 12 month subscription

Vendor: KnowBe4

Contract Term: 7/28/25-7/27/25 Cost: \$32,886.00

Is Board approval required: Yes No Board Meeting Date: 7/22/24 - Consent

Legal Review

Contract Identifier: 2026-IT-006

Is the contract subject to a grant agreement? Yes No

Is there a contract renewal option? Yes No Contract Monitoring Date: 4/3/26


Does the contract require student information? Yes No

Does this contract involve technology services, software, or equipment? Yes No

Are any amendments to the contract required? Yes No

Brief description of amendments and/or other comments:

Quote governed by June 2023 MSA

Legal Approval: 

Date: 7/10/25

Finance Review

Was the contract awarded through an ITB/RFP? Yes No

Procurement Reference Number (ITB/RFP): _____

If no ITB/RFP, has vendor selection been justified through form? Yes No N/A

If no ITB/RFP or vendor selection form, does an exception apply? Yes No N/A

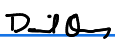
If yes, identify applicable exception: _____

Budget Account Number: 141-72250-471

Funding Source: General Purpose Federal Other: _____

Other comments:

Planned for this in the budget for \$33,000.

Finance Approval: 
Daniel Owens (Jul 10, 2025 15:37 CDT)

Date: Jul 10, 2025



KnowBe4
33 N Garden Avenue, Suite 1200
Clearwater, FL
33755 US

Created Date 4/23/2025 9:06 AM
Expiration Date 6/30/2025
Quote Number Q-1343892
Payment Terms Net 30

Prepared By Christina Price
Email christinap@knowbe4.com

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

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

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


Description New Subscription Term 7/28/2025 to 7/27/2026 **Notes**

Total Term(Months) 12

Non Profit Discounting has been applied to this quote.

PRODUCT	DESCRIPTION	QTY	LIST PRICE	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
KSATD	KnowBe4 Security Awareness Training Subscription Diamond	1,450	USD 22.68	USD 22.68	USD 1.89	USD 32,886.00

Grand Total USD 32,886.00

Signature 
Trey Duke (Jul 10, 2025 15:45 CDT)
Name Bobby N. Duke, III
Title Director of Schools
Date 7/10/25

Terms & Conditions
Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, mid-subscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax.
This Quote is governed by the Master Subscription Agreement, duly entered into between the parties with an Effective Date of July 28, 2023.










KnowBe4 Subscription Agreement

Final Audit Report

2025-07-10

Created:	2025-07-10
By:	Lauren Bush (lbush@murfreesborotn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3wm3OxhXtcMEVW5N82zIKrvrEWVEF9u4

"KnowBe4 Subscription Agreement" History

-  Document created by Lauren Bush (lbush@murfreesborotn.gov)
2025-07-10 - 8:06:50 PM GMT
-  Document emailed to daniel.owens@cityschools.net for signature
2025-07-10 - 8:06:54 PM GMT
-  Email viewed by daniel.owens@cityschools.net
2025-07-10 - 8:36:07 PM GMT
-  Signer daniel.owens@cityschools.net entered name at signing as Daniel Owens
2025-07-10 - 8:37:37 PM GMT
-  Document e-signed by Daniel Owens (daniel.owens@cityschools.net)
Signature Date: 2025-07-10 - 8:37:39 PM GMT - Time Source: server
-  Document emailed to Trey Duke (trey.duke@cityschools.net) for signature
2025-07-10 - 8:37:40 PM GMT
-  Email viewed by Trey Duke (trey.duke@cityschools.net)
2025-07-10 - 8:44:52 PM GMT
-  Document e-signed by Trey Duke (trey.duke@cityschools.net)
Signature Date: 2025-07-10 - 8:45:03 PM GMT - Time Source: server
-  Agreement completed.
2025-07-10 - 8:45:03 PM GMT

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Instructional Program	Descriptor Code: 4.100	Issued Date: 06/25/24
		Rescinds:	Issued:

1 *General*

2 The Board shall not discriminate on the basis of race, color, religion, sex, national origin, genetic
3 information, or disability in its instructional program or activities.¹ **Discrimination shall include**
4 **antisemitism, defined as a certain perception of Jews, which may be expressed as hatred toward Jews**
5 **including, but not limited to, rhetorical and physical manifestations of antisemitism directed toward**
6 **Jewish or non-Jewish individuals and/or their property, toward Jewish community institutions and**
7 **religious facilities.**²

8 **GOALS**

9 The Board approves the following instructional goals for students:

- 10 1. To acquire the knowledge and attitude necessary to achieve and maintain good physical and
11 mental health;
- 12 2. To develop the skills necessary to function as a self-directed person;
- 13 3. To develop the capacity to cope with change through an understanding of the arts, humanities,
14 and scientific processes;
- 15 4. To know the principles involved in making moral and ethical choices;
- 16 5. To develop the basic skills of reading, writing, computation, spelling, speaking, and problem
17 solving;
- 18 6. To develop a positive attitude toward the lifelong endeavor of learning;
- 19 7. To learn to identify personal talents and interests, make appropriate career choices, and develop
20 career skills;
- 21 8. To acquire knowledge and to develop skills in the management of personal and public
22 resources necessary for meeting obligations to self, family, and society;
- 23 9. To learn to act in a responsible manner;
- 24 10. To learn of the rights and responsibilities of citizens of the community, state, nation, and world;
25 and
- 26 11. To learn to understand, respect, and interact with people of different cultures, generations, and
27 races.

Legal References

1. [42 USCA § 2000d et seq.](#)
2. [Public Acts of 2025, Chapter No. 293](#)

Cross References

School District Planning 1.701

Murfreesboro City School Board

Monitoring: Review: Annually, in March	Descriptor Term: Discrimination/Harassment of Employees (Sexual, Racial, Ethnic, Religious)	Descriptor Code: 5.500	Issued Date: Click here to enter a date.
		Rescinds: 5.500	Issued: 04/01/12

1 Employees shall be provided a work environment free from discrimination or harassment based on race,
2 color, religion, creed, sex, national origin, age, disability, or any other classification protected by law. It
3 shall be a violation of this policy for any employee or any student to discriminate against or harass an
4 employee through disparaging conduct or communication that is based on race, color, religion, creed,
5 sex, national origin, age, veteran status, disability, or any other classification protected by law. The
6 following guidelines are set forth to protect employees from discrimination/harassment.

7 Employee discrimination/harassment will not be tolerated.¹ Discrimination/harassment is defined as
8 conduct, advances, gestures or words either written or spoken and based on based on race, color, religion,
9 creed, sex, national origin, age, disability, or any other classification protected by law that:

- 10 1. Unreasonably interfere with the individual's work or performance; or
- 11 2. Create an intimidating, hostile or offensive work environment; or
- 12 3. Imply that submission to such conduct is made an explicit or implicit term of employment;
- 13 4. Imply that submission to or rejection of such conduct will be used as a basis for an employment
14 decision affecting the harassed employee.

15 **Discrimination shall also include antisemitism, defined as a certain perception of Jews, which may be**
16 **expressed as hatred toward Jews including, but not limited to, rhetorical and physical manifestations of**
17 **antisemitism directed toward Jewish or non-Jewish individuals and/or their property, toward Jewish**
18 **community institutions and religious facilities.¹**

19
20 Alleged victims of discrimination/harassment shall report these incidents immediately.² This report
21 should be made to the immediate supervisor, except when the immediate supervisor is the alleged
22 offending party. If the immediate supervisor is the alleged offending party, the report may be made to
23 the Director of Human Resources. Allegations of discrimination/harassment shall be fully investigated
24 as set forth in Complaints and Grievances, Board Policy 5.501. An oral complaint may be submitted;
25 however, such complaint must be reduced to writing to ensure a more complete investigation. The
26 complaint should include the following information:

- 27 1. Identity of the alleged victim and person accused;
- 28 2. Location, date, time and circumstances surrounding the alleged incident;
- 29 3. Description of what happened;
- 30 4. Identity of witnesses; and
- 31 5. Any other evidence available.

- 1 The privacy and anonymity of all parties and witnesses to complaints will be respected. However,
2 because an individual's need for confidentiality must be balanced with obligations to cooperate with
3 police investigations or legal proceedings, to provide due process to the accused, to conduct a thorough
4 investigation or to take necessary action to resolve a complaint, the identity of parties and witnesses
5 maybe disclosed in appropriate circumstances to individuals with a need to know.
6 A substantiated charge against an employee shall result in disciplinary action, up to and including
7 termination. A substantiated charge against a student may result in corrective or disciplinary action, up
8 to and including expulsion.
- 9 There will be no retaliation against any person who reports discrimination/harassment or who
10 participates in an investigation. However, any employee who refuses to cooperate or gives false
11 information during the course of any investigation may be subject to disciplinary action. The willful
12 filing of a false report will itself be considered harassment and will be treated as such.
- 13 An employee disciplined for violation of this policy may appeal the decision by contacting the Director
14 of Schools.

Legal References

1. [29 CFR §1604.11](#); [TCA 5-23-104](#); [Public Acts of 2025, Chapter No. 293](#)
2. [20 USCA § 1681](#)

Cross References

Equal Opportunity Employment 5.104
Complaints and Grievances 5.501
Title IX & Sexual Harassment 6.3041

Murfreesboro City School Board

Monitoring: Review: Annually, in March	Descriptor Term: Student Discrimination, Harassment, Bullying, Cyber-bullying, and Intimidation	Descriptor Code: 6.304	Issued Date:
		Rescinds: STU 53	Issued: 01/10/06

1 In order to maintain a safe, civil, and supportive environment in school for students to learn and
2 achieve high academic standards, acts of bullying, cyber-bullying, discrimination, harassment,
3 intimidation, hazing, or any other victimization of students, based on any actual or perceived traits or
4 characteristics, are prohibited.¹ **Discrimination shall include antisemitism, defined as a certain**
5 **perception of Jews, which may be expressed as hatred toward Jews including, but not limited to,**
6 **rhetorical and physical manifestations of antisemitism directed toward Jewish or non-Jewish**
7 **individuals and/or their property, toward Jewish community institutions and religious facilities.²**

8 This policy shall be disseminated annually to all school staff, students, and parent(s)/guardian(s).³ This
9 policy shall apply to students and students' behaviors while on school property, at any school-
10 sponsored activity, on school-provided equipment or transportation, or at any official school bus stop.
11 **This policy shall also apply to conduct by school employees, volunteers, or other individuals when**
12 **such conduct is directed at a student.** If the act takes place off of school property or outside of a school-
13 sponsored activity, this policy is in effect if the conduct is directed specifically at a student and has the
14 effect of creating a hostile educational environment or otherwise creating a substantial disruption to the
15 education environment or learning process.

16 The principal/designee is responsible for educating and training respective staff and students as to the
17 definition and recognition of discrimination/harassment.⁴

18 The Director of Schools shall develop forms and procedures to ensure compliance with the
19 requirements of this policy and state law.

20 **DEFINITIONS⁵**

- 21 1. "Bullying/Intimidation/Harassment" is an act that substantially interferes with a student's
22 educational benefits, opportunities, or performance, and the act has the effect of:
 - 23 a. Physically harming a student or damaging a student's property;
 - 24 b. Knowingly placing a student in reasonable fear of physical harm to the student or
25 damage to the student's property;
 - 26 c. Causing emotional distress to a student; or
 - 27 d. Creating a hostile educational environment.
- 28 2. Bullying, intimidation, or harassment may also be unwelcome conduct based on a protected
29 class (race, nationality, origin, color, sex, age, disability, religion) that is severe, pervasive, or
30 persistent and creates a hostile environment.
- 31 3. "Cyber-bullying" is a form of bullying undertaken through the use of electronic devices.
32 Electronic devices include, but are not limited to, telephones, cellular phones or other wireless

1 telecommunication devices, text messaging, emails, social networking sites, instant messaging,
2 videos, web sites, or fake profiles.

- 3 4. "Hazing" is an intentional or reckless act by a student or group of students that is directed
4 against any other student(s) that endangers the mental or physical health or safety of the
5 student(s) or that induces or coerces a student to endanger his/her mental or physical health or
6 safety. Coaches and other employees of the school district shall not encourage, permit,
7 condone, or tolerate hazing activities. Hazing does not include customary athletic events or
8 similar contests or competitions and is limited to those actions taken and situations created in
9 connection with initiation into or affiliation with any organization.⁶

10 COMPLAINTS AND INVESTIGATIONS

11 Any individual who has knowledge of behaviors that may constitute a violation of this policy shall
12 promptly report such information to the principal/designee.⁷ All school employees are required to
13 report alleged violations of this policy to the principal/designee.

14 While reports may be made anonymously, an individual's need for confidentiality shall be balanced
15 with obligations to cooperate with police investigations or legal proceedings, to provide due process to
16 the accused, to conduct a thorough investigation, or to take necessary actions to resolve a complaint.
17 The identity of parties and witnesses may be disclosed in appropriate circumstances to individuals with
18 a need to know.

19 The principal/designee at each school shall be responsible for investigating and resolving complaints.
20 Once a report is received, the principal/designee shall initiate an investigation within forty-eight (48)
21 hours of receipt of the report. If an investigation is not initiated within forty-eight (48) hours, the
22 principal/designee shall provide the Director of Schools with appropriate documentation detailing the
23 reasons why the investigation was not initiated within the required timeframe.⁸ The principal/designee
24 shall immediately notify the parent(s)/guardian(s) when a student is involved in an act of
25 discrimination, harassment, intimidation, bullying, or cyber-bullying. The principal/designee shall
26 provide information on district counseling and support services. Students involved in an act of
27 discrimination, harassment, intimidation, bullying, or cyber-bullying shall be referred to the
28 appropriate school counselor by the principal/designee when deemed necessary.⁹

29 The principal/designee is responsible for determining whether an alleged act constitutes a violation of
30 this policy, and such act shall be held to violate this policy when it meets one of the following
31 conditions:

- 32 1. It places the student in reasonable fear or harm for the student's person or property;
- 33 2. It has a substantially detrimental effect on the student's physical or mental health;
- 34 3. It has the effect of substantially interfering with the student's academic performance; or
- 35 4. It has the effect of substantially interfering with the student's ability to participate in or benefit
36 from the services, activities, or privileges provided by a school.

37 Upon the determination of a violation, the principal/designee shall conduct a prompt, thorough, and
38 complete investigation of each alleged incident. All investigations shall be completed and appropriate
39 intervention taken within twenty (20) calendar days from the receipt of the initial report.⁸ If the
40 investigation is not complete or intervention has not taken place within twenty (20) calendar days, the
41 principal/designee shall provide the Director of Schools with appropriate documentation detailing the

1 reasons why the investigation has not been completed or the appropriate intervention has not taken
2 place.⁸

3 Within the parameters of the federal Family Educational Rights and Privacy Act,¹⁰ a written report on
4 the investigation will be delivered to all involved parties and the Director of Schools.

5 **RESPONSE AND PREVENTION**¹¹

6 The principal/designee shall consider the nature and circumstances of the incident, the age of the
7 individual, the degree of harm, previous incidences or patterns of behavior, or any other factors, as
8 appropriate, to properly respond to each situation.

9 A substantiated charge against an employee shall result in disciplinary action, up to and including
10 termination. The employee may appeal this decision by contacting the Human Resources Director.

11 A substantiated charge against a student may result in corrective or disciplinary action up to and
12 including suspension. The student may appeal this decision in accordance with disciplinary policies
13 and procedures.

14 **REPORTS**

15 By July 1st of each year, the Director of Schools/designee shall prepare a report of all of the bullying
16 cases brought to the attention of school officials during the prior academic year. The report shall also
17 indicate how the cases were resolved and/or the reasons they are still pending. This report shall be
18 presented to the Board at its regular July meeting, and it shall be submitted to the State Department of
19 Education by August 1st.¹²

20 **RETALIATION AND FALSE ACCUSATIONS**

21 Retaliation against any person who reports or assists in any investigation of an act alleged in this
22 policy is prohibited. The consequences and appropriate remedial action for a person who engages in
23 retaliation shall be determined by the principal/designee after consideration of the nature, severity, and
24 circumstances of the act.¹³

25 False accusations accusing another person of having committed an act prohibited under this policy are
26 prohibited. The consequences and appropriate remedial action for a person found to have falsely
27 accused another may range from positive behavioral interventions up to and including disciplinary
28 action.¹⁴

Legal References

1. [TCA 49-6-4503\(a\), \(b\)\(3\); 20 USCA §§ 1681 to 1686;](#)
2. [Public Acts of 2025, Chapter No. 293](#)
3. [TCA 49-6-4503\(b\)\(11\)](#)
4. [TCA 49-6-4503\(b\)\(12\)](#)
5. [TCA 49-6-4503\(b\)\(2\), \(13\)](#)
6. [TCA 49-2-120](#)
7. [TCA 49-6-4503\(b\)\(5\)](#)
8. [TCA 49-6-4503\(b\)\(6\)](#)
9. [TCA 49-6-4503\(b\)\(14\)](#)
10. [20 USCA § 1232g](#)
11. [TCA 49-6-4503\(b\)\(4\), \(7\)-\(8\)](#)

Cross References

- Section 504 and ADA Grievance Procedures 1.802
- Staff-Student Relations 5.610
- Student Goals 6.100
- Title IX & Sexual Harassment 6.3041
- Code of Conduct 6.300
- Student Concerns 6.305
- Reporting Child Abuse 6.409
- Emergency Contact Information 6.410
- Student Suicide Prevention 6.415

12. [TCA 49-6-4503\(c\)\(2\)\(B\)](#)
13. [TCA 49-6-4503\(b\)\(9\)](#)
14. [TCA 49-6-4503\(b\)\(10\)](#)

Murfreesboro City School Board

Monitoring: Review: Annually, in June	Descriptor Term: School District Records	Descriptor Code: 1.407	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 06/09/02

1 *General*

2 The Director of Schools shall maintain all school district records required by law, regulation, and board
3 policy. Any citizen of Tennessee shall be permitted during business hours to inspect public records
4 maintained by the school district unless otherwise prohibited by law. Any citizen of Tennessee may
5 request in writing and receive copies of open public records subject to the payment of reasonable
6 cost.^{1,2,3,4}

7 No records pertaining to individual students will be released for inspection by the public or any
8 unauthorized persons. In addition, information, records, and plans related to security and safety will not
9 be released for public inspection.⁵

10 All requests to inspect or receive copies of records shall be submitted to district's Public Records Request
11 Coordinator. The Public Records Request Coordinator shall forward requests for inspection or copies of
12 records to the appropriate records custodian.⁶

13 Prior to producing any record, the records custodian shall ensure confidential information is redacted.
14 Original documents remain intact, and confidential information in copies produced for a requestor shall
15 be redacted. The Director of Schools shall develop a procedure to redact confidential information.

16 **REQUESTS FOR INSPECTION²**

17 Citizens requesting to inspect public records shall submit their request and a government issued photo
18 identification card with the citizen's address to the district's public records request coordinator during
19 normal business hours. Requests may be made in person or by telephone, ~~fax~~, mail, or **electronic**
20 **transmission email**. The coordinator shall submit the information to the appropriate records custodian.
21 The public records request coordinator will contact the citizen and indicate when the records will be
22 available to inspect.

23
24 If the records cannot be made available within seven (7) business days, the public records request
25 coordinator shall provide a records production letter indicating the time needed to complete the request.

26 If the request to inspect is denied, the public records request coordinator shall provide the citizen with a
27 records request denial letter indicating the basis for the denial.

28 **REQUESTS FOR COPIES²**

29 Citizens requesting copies of public records shall complete and submit the Records Request Form and a
30 government issued photo identification card with the citizen's address to the district's public records

1 request coordinator during normal business hours. The coordinator shall submit the Records Request
2 Form to the appropriate records custodian.

3 The coordinator shall provide an estimate of the reasonable costs to produce the requested records. The
4 Tennessee Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable
5 Charges shall be used to determine the reasonable cost. The ~~coordinator records custodian~~ will provide
6 the citizen with an invoice detailing the charges. The citizen shall pay the estimated reasonable costs by
7 cash or check prior to the district producing the copies.

8 If the records cannot be made available within seven (7) business days, the public records request
9 coordinator shall provide a records production letter indicating the time needed to complete the request.

10 If the request for copies is denied, the public records request coordinator shall provide the citizen with a
11 records request denial letter detailing the basis for the denial.

12 **FREQUENT AND MULTIPLE REQUESTS**

13 When the total number of requests for copies made by a requestor within a calendar month exceeds four
14 (4), the requestor may be charged a fee for any and all labor that is reasonably necessary to produce
15 copies of the requested records. Prior to charging a reasonable fee, the requestor shall be notified of this
16 policy and provided with a Notice of Aggregation of Multiple Requests/Requestors form. The Tennessee
17 Comptroller of the Treasury, Office of Open Records Counsel Schedule of Reasonable Charges shall be
18 used to determine the reasonable cost. Further, the names of persons inspecting records and the date of
19 inspection shall be recorded.

20 **DENYING REQUESTS FOR NONCOMPLIANCE⁷**

21 *Requests to Inspect a Public Record*

22 The district shall deny a request to inspect a public record from any citizen that has:

- 23 a. Made two (2) or more requests to view a public record within a six-month period; and
- 24 b. For each request failed to view the record within fifteen (15) business days of receiving
25 notification that the record was available.

26 Requests from this citizen shall be denied for up to six (6) months from the date of the second records
27 request. The district's public records request coordinator may waive this denial if he/she determines that
28 failure to view the record was for good cause.

29 *Requests for Copies of Public Records*

30 The district shall deny a request for copies of a public record from any citizen that has:

- 31 a. Been provided with an estimate of the reasonable cost to produce the requested records;
- 32 b. Agrees to pay such estimated reasonable cost prior to production of the records; and
- 33 c. Fails to pay the actual cost after the records have been produced.

34 Additional requests from this citizen shall be denied until the original cost is paid.

35 **RECORDS RETENTION**

36 The Director of Schools and/or designee(s) shall retain and dispose of school district records in
37 accordance with the following guidelines:^{2,4}

- 1 1. The Director of Schools and/or designee(s) will determine if a particular record is of permanent
 2 or temporary value in accordance with Municipal Technical Advisory Service records retention
 3 manual;⁸
- 4 2. The Director of Schools shall establish procedures to safeguard against the unlawful destruction,
 5 removal, or loss of records.⁹

6 **DISTRICT PUBLIC RECORDS REQUEST COORDINATOR¹⁰**

7 Lauren Bush
 8 Assistant City Attorney – Murfreesboro City Schools
 9 2552 South Church Street
 10 Murfreesboro, TN 37127
 11 Phone: 615-893-2313
 12 Fax: 615-893-2352
 13 Email: lauren.bush@cityschools.net

Legal References

1. TCA 49-2-301(b)(1)(Z)
2. TCA 10-7-503; [Public Acts of 2025, Chapter No. 94](#)
3. TCA 10-7-506(a)
4. TCA 49-2-104
5. TCA 10-7-504(p)
6. *Policy Related to Reasonable Charges a Records Custodian May Charge for Frequent and Multiple Requests for Public Records*, Tennessee Comptroller of the Treasury, available at <https://www.comptroller.tn.gov/content/dam/cot/orc/documents/oorc/policies-and-guidelines/ScheduleofReasonableCharges.pdf>; TCA 10-7-503(a)(1)(B),(C)
7. TCA 10-7-503(a)(7)(A)(vii)
8. TCA 10-7-702
9. TCA 39-16-504; [TCA 10-7-401](#)
10. TCA 10-7-503(g)(1)(D)

Cross References

Financial Reports and Records 2.701
 Personnel Records 5.114
 Student Records 6.600

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: <h2 style="margin: 0;">Surplus Property Sales</h2>	Descriptor Code: 2.403	Issued Date: Click here to enter a date.
		Rescinds: FM 11	Issued: 10/24/17

1 Surplus property is defined as property no longer having an intended use by the school district and/or no
 2 longer capable of being used because of the property’s condition. The Director of Schools/designee shall
 3 prepare a list of surplus property for Board approval.¹ The list shall contain the following information:
 4 name of item, tag number/serial number, value of the item, date of purchase and reason for disposal.

5 All surplus property shall be sold to the highest bidder after advertising in a newspaper of general
 6 circulation and online at least seven (7) days prior to the sale. ² Notice shall also be published on a news
 7 and information website in accordance with state law.³ Surplus property ~~and~~ can be placed on an internet
 8 auction website used by the school district, the local government, or the State of Tennessee.

9 Surplus property which has no value or has a value of less than five hundred dollars (\$500) may be
 10 disposed of without the necessity of bids. In order for such disposal without bids, the principal of the
 11 school with the surplus property, the Director of Schools, and the Board Chair must all agree in writing
 12 that the property is of no value or is of less value than five hundred dollars (\$500).⁴ Surplus real or
 13 personal school property may also be transferred to any municipality within the county for public use,
 14 without the requirement of competitive bidding.⁵

15 Subject to Board approval, the school district may donate computers that have been surplused and
 16 removed from inventory to low-income families in the school district. Alternatively, the school district
 17 may dispose of computers by selling or trading the computers to vendors or manufacturers as part of the
 18 proposal to purchase new computers. The memory hard drives of all computers donated, sold, or traded
 19 under this policy must first be sanitized.⁶

20 If reasonable attempts to dispose of surplus properties fail to produce monetary return to the system, the
 21 Board shall approve other methods of disposal.⁷

22 Surplus equipment will be auctioned off by the district at the end of the school year or as needed. The
 23 Executive Committee must approve all surplus equipment prior to the equipment being disposed of at
 24 the end of the school year.

25 **DISPOSITION OF EQUIPMENT PURCHASED WITH FEDERAL DOLLARS⁸**

26 When equipment that was purchased with federal dollars is no longer needed for the original project or
 27 program or for other activities currently or previously supported by a federal agency, disposition of the
 28 equipment shall be made as follows:

- 29 1. Items of equipment with a current per-unit fair market value of less than **\$510,000** may be
 30 retained, sold or otherwise disposed of with no further obligation to the awarding agency.

- 1 2. Items of equipment with a current per unit fair market value in excess of \$510,000 may be
2 retained or sold, and the awarding agency shall have a right to an amount calculated by
3 multiplying the current market value or proceeds from sale by the awarding agency's share of the
4 equipment.

Legal References

1. TCA 49-6-2006(b)(3); TCA 49-6-2208
2. TCA 49-6-2007(b)
3. [TCA 1-3-120; Public Acts of 2025, Chapter No. 105](#)
4. TCA 49-6-2007(d)
5. TCA 49-6-2006(d)
6. TCA 49-6-2007(f)
7. TCA 12-2-403(a)(1)-(4)
8. 2 CFR 200.313(e)

Cross References

Inventories 2.702

Murfreesboro City School Board

Monitoring: Review: Annually, in October	Descriptor Term: <h2 style="text-align: center;">Emergency Preparedness Plan</h2>	Descriptor Code: 3.202	Revised: Click here to enter a date.
		Rescinds: 3.202	Issued: 09/13/22

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

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

9 **FIRE AND SAFETY DRILLS**

10 The principal shall ensure that one (1) fire drill requiring full evacuation is given every thirty (30) school
 11 days, with **no more than** two (2) fire drills occurring during the first thirty (30) **full school** days of the
 12 school year. Additionally, the principal shall ensure that four (4) fire safety educational announcements
 13 are conducted throughout the year.²

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

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

20 The district shall work with local law enforcement and the local fire department to develop a procedure
 21 for identifying the cause of fire alarm activation. This procedure must be in place by January 1, 2025,
 22 and shall be reviewed and updated annually thereafter.⁴

23 **ANNUAL DRILLS⁵**

24 The Director of Schools or designee shall ensure that each school safety team conducts each of the
 25 following type of drills annually:

- 26 1. At least one (1) armed intruder drill annually in coordination with local law enforcement.
- 27 2. An incident command drill; and
- 28 3. An emergency safety bus drill.

29 AED DRILLS⁶

30 All schools shall conduct a CPR and AED drill for school personnel to practice the use of these life
31 saving devices and to evaluate the school's preparedness in the event of a medical emergency. The
32 principal shall be responsible for ensuring the drill occurs.

33 All schools shall establish a program for the use of an AED in compliance with TCA 68-140-404 and
34 conduct an annual AED training with expected users. The Director of Schools shall develop the
35 necessary administrative procedures on AED and CPR training, planning, notification, and maintenance
36 to comply with state law.

37 MEDICAL EMERGENCIES/PANDEMIC FLU⁷

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

42 REMOTE LEARNING DRILLS⁸

43 At least once each school year, a remote learning drill shall be conducted. The drill shall accurately
44 reflect how students will transition to remote learning in the event of a disruption to school operations.
45 Students shall not be asked or required to transition to remote learning at any time during the drill.

Legal References

1. [TRR/MS 0520-01-02-.30\(2\)](#); [TCA 49-6-804](#); [TCA 49-6-805\(8\)](#)
2. [TCA 68-102-137\(b\)](#)
3. [TCA 68-102-137\(f\)](#)
4. [Public Acts of 2024, Chapter No. 563](#)
5. [TCA 49-6-807](#)
6. [TCA 49-2-122](#); [TCA 49-6-1208](#); [Public Acts of 2024, Chapter No. 625](#)
7. [TCA 49-6-3004\(a\), \(e\)](#); [TCA 49-5-404](#)
8. [TCA 49-2-139](#)

Cross References

Emergency Closings 1.8011
Safety 3.201
Community Use of School Facilities 3.206

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Library Materials	Descriptor Code: 4.403	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 09/13/22

1 *General*

2 The School Librarian shall be responsible for library collection development. Library materials shall be
3 reviewed to ensure the content aligns with state law. ¹ The library collection shall adhere to the following
4 criteria: ²

- 5 1. Materials shall be suitable for and consistent with the educational mission of the school;
- 6 2. Materials shall be appropriate for the age and maturity levels of the students who may access
7 them. The determining factor will be based on an assessment of any mature themes or content
8 (i.e., violence, sexual content, vulgar language, substance abuse);
- 9 3. Materials shall contain literary, historical, scientific, and/or artistic value and merit;
- 10 4. The collection as a whole shall offer a variety of viewpoints; and,
- 11 5. **Materials shall not be removed on the sole grounds that the item is religious.**

12 The district's Literacy Coordinator shall be responsible for periodically reviewing the district's library
13 collection in line with these established standards.

14 Any materials that meet the following criteria shall be removed and excluded from the district's library
15 collection:

- 16 1. Contains nudity, descriptions or depictions of sexual excitement, sexual conduct, excess
17 violence, or sadomasochistic abuse as defined in state law³;
- 18 2. Are patently offensive as defined in state law; or
- 19 3. Appeal to the prurient interest as defined in state law.

20 The Board shall be notified when any library materials are challenged or removed pursuant to this policy.

21 **COMPLAINTS**⁴

22 If a complaint is made by an employee, student, or parent/guardian, the person receiving the complaint
23 shall:

- 24 1. Inform the complainant of the selection procedures and make no commitments.
- 25 2. Request the complainant to submit a Request for Reconsideration of Library Materials form.
- 26 3. Inform the principal (and other appropriate personnel).
- 27 4. Keep challenged materials available for use during the reconsideration process.

1 Upon receipt of the completed form, the principal may notify the Director of Schools. The principal
2 may request review of the challenged materials by an ad hoc materials review committee within thirty
3 (30) days. If the principal appoints a review committee, it should include certified library media
4 personnel, representatives from classroom teachers, and one or more parents.

5 After receiving the challenged materials, the following steps should occur:

- 6 1. Read, view, or listen to the contested material in its entirety;
- 7 2. Check general acceptance of the material by reading recognized and evaluative reviews;
- 8 3. Determine the extent to which the material is appropriate for the age and maturity levels of the
9 students who have access to the materials and whether the material is suitable for, and
10 consistent with, the educational mission of the school; and
- 11 4. Complete the appropriate Checklist for Reconsideration of Library Materials, judging the
12 material for its strength and value.

13 The principal shall present a recommendation to the Director of Schools. The Director of Schools shall
14 assess the findings along with the recommendation of the principal and present a recommendation to
15 the Board.

16 The Board shall evaluate the recommendations of the principal and the Director of Schools along with
17 the material to determine whether it is appropriate for the age and maturity levels of the students who
18 have access to the materials and whether the material is suitable for, and consistent with, the
19 educational mission of the school. The Board shall review the findings and affirm, overturn, or modify
20 the decision within sixty (60) days from which the feedback was received.

21 **REMOVAL OF LIBRARY MATERIALS**

If it is determined that the material is not appropriate for the age and maturity levels of the students who have access to them or is not suitable for, and consistent with, the educational mission of the school, the material shall be removed from the library collection.

Legal References

1. [Board of Education, Island Trees Union Free School District No. 26 v. Pico, 457 U.S. 853, 102 S. Ct. 2799 \(1982\); TCA 49-6-3803](#)
2. [Public Acts of 2024, Chapter No. 782](#); [Public Acts of 2025, Chapter No. 270](#)
3. [TCA 39-17-901](#)
4. [TCA 49-6-3803](#)

Cross References

Textbooks and Instructional Materials 4.400
School and System Websites 4.407
Controversial Materials 4.801

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Use of the Internet	Descriptor Code: 4.406	Issued Date: Click here to enter a date.
		Rescinds:	Issued: 09/13/22

1 The Board supports the right of staff and students to have reasonable access to various information
2 formats and believes that it is incumbent upon staff and students to use this privilege in an appropriate
3 and responsible manner.

4 **EMPLOYEES**

5 Before any employee is allowed use of the district's internet or intranet access, the employee shall sign
6 a written agreement, developed by the Director of Schools/designee that sets out the terms and conditions
7 of such use. ~~Such agreement shall include a provision stating that an employee may not characterize~~
8 ~~himself or herself as representing Murfreesboro City Schools in any online posting, unless acting~~
9 ~~pursuant to the system's written policies.~~ This agreement shall include a provision stating that employees
10 are prohibited from representing or implying representation of Murfreesboro City Schools in any online
11 communication unless expressly authorized to do so in accordance with the district's written policies.
12 Any employee who accesses the district's computer system for any purpose agrees to be bound by the
13 terms of that agreement, even if no signed written agreement is on file.

14 The Director of Schools shall develop and implement procedures for appropriate internet use which shall
15 address the following:

- 16 1. Development of the Network and Internet Use Agreement;
- 17 2. General rules and ethics of internet access;
- 18 3. Guidelines regarding appropriate instruction and oversight of student internet use;
- 19 4. A uniform signature block for use by all district employees; and
- 20 5. Prohibited and illegal activities including, but not limited to, the following:¹
 - 21 • Sending or displaying offensive messages or pictures;
 - 22 • Using obscene language;
 - 23 • Harassing, insulting, defaming, or attacking others;
 - 24 • Damaging computers, computer systems, or computer networks;
 - 25 • Hacking or attempting unauthorized access to any computer;
 - 26 • Violation of copyright laws;
 - 27 • Trespassing in another's folders, work, or files;
 - 28 • Intentional misuse of resources;
 - 29 • Using another's password or other identifier (impersonation);
 - 30 • Using the network for commercial purposes; and
 - 31 • Buying or selling on the internet.

32 **STUDENTS**

- 1 The Director of Schools shall develop and implement procedures for appropriate internet use by students.
2 Procedures shall address the following:
- 3 1. General rules and ethics of internet use; and
 - 4 2. Prohibited or illegal activities including, but not limited to:¹
 - 5 • Sending or displaying offensive messages or pictures;
 - 6 • Using obscene language;
 - 7 • Harassing, insulting, defaming, or attacking others;
 - 8 • Damaging computers, computer systems, or computer networks;
 - 9 • Hacking or attempting unauthorized access;
 - 10 • Violation of copyright laws;
 - 11 • Trespassing in another's folders, work, or files;
 - 12 • Intentional misuse of resources;
 - 13 • Using another's password or other identifier (impersonation);
 - 14 • Using the network for commercial purposes; and
 - 15 • Buying or selling on the internet.

16 INTERNET SAFETY MEASURES²

17 Internet safety measures shall be implemented that effectively address the following:

- 18 1. ~~Controlling access by students to inappropriate matter on the Internet and World Wide Web~~
19 Limiting the content accessible by students using the internet access provided by the district to
20 content that is age-appropriate;
- 21 2. ~~Protecting the safety and security of students when using electronic mail, chat rooms, and other~~
22 ~~forms of direct electronic communication, should such access be permitted through district~~
23 ~~internet resources; however, students currently do not have access to email, chat rooms, or~~
24 ~~other direct electronic communication platforms;~~
- 25 3. Preventing unauthorized access, including "hacking" and other unlawful activities by students
26 online;
- 27 4. Restricting students' access to materials harmful to them; and
- 28 5. ~~Preventing students from using internet access provided by the district to access websites, web~~
29 ~~applications, or software that does not protect students against the disclosure, use, or~~
30 ~~dissemination of their personal information.~~

31 The Director of Schools/designee shall establish a process to ensure the district's education technology
32 is not used for purposes prohibited by law or for accessing sexually explicit materials. The process shall
33 include, but not be limited to:

- 34 1. Utilizing technology that filters, blocks, or otherwise prevents internet access (for both students
35 and adults) to material that is obscene or pornographic;³
- 36 2. Prohibiting and preventing a user from sending, receiving, viewing, or downloading materials
37 that are deemed to be harmful to minors;⁴
- 38 3. Maintaining and securing a usage log; and
- 39 4. Monitoring online activities of students.²

40 The Board shall provide reasonable public notice of and at least one (1) public hearing or meeting to
41 address and communicate its internet safety measures.²

42 A written parental consent shall be required prior to the student being granted access to electronic media
43 involving district technological resources. The required permission/agreement form, which shall specify

1 acceptable uses, rules of online behavior, access privileges, and penalties for policy/procedural
2 violations, must be signed by the parent/guardian and also by the student. This document shall be
3 executed each year and shall be valid only in the school year in which it was signed unless
4 parent(s)/guardian(s) provide written notice that consent is withdrawn. In order to rescind the agreement,
5 the student's parent/guardian must provide the Director of Schools with a written request.

6 Complaints alleging a violation of the internet safety measures shall be submitted to the Director of
7 Technology. All complaints shall be reviewed to determine how to appropriately respond.

8 **EMAIL**

9 Users with network access shall not utilize district resources to establish electronic mail accounts through
10 third-party providers or any other nonstandard electronic mail system. All data including email
11 communications stored or transmitted on school district computers shall be monitored.
12 Employees/students have no expectation of privacy with regard to such data. Email correspondence may
13 be a public record under the public records law and may be subject to public inspection.⁵

14 **INTERNET SAFETY INSTRUCTION⁶**

15 Students will be given appropriate instruction in internet safety as a part of any instruction utilizing
16 computer resources. The Director of Schools shall provide adequate in-service instruction on internet
17 safety. Parent(s)/guardian(s) and students will be provided with material to raise awareness of the
18 dangers posed by the internet and ways in which the internet may be used safely.

19 **SOCIAL NETWORKING**

- 20 1. **Students are prohibited from accessing social media platforms using district internet, and access**
21 **is further restricted through district-managed internet filters, except when expressly authorized**
22 **by a teacher for educational purposes.⁷**
- 23 2. District staff who have a presence on social networking websites are prohibited from posting
24 data, documents, photographs, or inappropriate information that is likely to create a material and
25 substantial disruption of classroom activity.
- 26 3. District staff are prohibited from accessing personal social networking sites on school computers
27 or during school hours except for legitimate instructional purposes.
- 28 4. The Board discourages district staff from socializing with students on social networking
29 websites. The same relationship, exchange, interaction, information, or behavior that would be
30 unacceptable in a non-technological medium is unacceptable when done through the use of
31 technology.

32 **VIOLATIONS**

33 Violations of this policy or a procedure promulgated under its authority shall be handled in accordance
34 with the existing disciplinary procedures of Murfreesboro City Schools.

35 **VENDOR CONTRACTS⁸**

36 Prior to entering into any contract for the provision of digital or online materials created or marketed
37 for kindergarten through grade twelve (K-12), the district shall obtain an assurance that the vendor
38 shall adhere to state law. This determination includes ensuring that the vendor filters, blocks, or
39 otherwise prevents access to pornography or obscenity and verifying that the technology prevents a
40 user from sending, receiving, viewing, or downloading materials that are harmful to minors.

Legal References

1. [TCA 39-14-602](#)
2. [47 USCA § 254 \(h\)\(5\)\(A\)–\(C\), 254\(l\)](#); [47 CFR § 54.520\(c\)\(1\)\(i\)](#); [20 USCA § 7131](#); [Public Acts of 2025, Chapter No. 195](#)
3. [TCA 49-1-221\(a\)\(1\)\(C\)\(i\)](#)
4. [TCA 39-17-901](#); [TCA 49-1-221\(a\)\(1\)\(C\)\(ii\)](#)
5. [TCA 10-7-512](#)
6. [TCA 49-1-221\(a\)\(1\)\(E\)](#)
7. [Public Acts of 2025, Chapter No. 195](#)
8. [TCA 49-1-221\(c\)](#)

Cross References

Use of Email 1.805
Use of Artificial Intelligence Programs 4.214
School and System Websites 4.407
Controversial Materials 4.801
Student Publications 6.704

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Grading System and Reporting Progress	Descriptor Code: 4.600	Issued Date:
		Rescinds: 4.600	Issued: 11/09/21

- 1 The Director of Schools shall develop an administrative procedure to establish a system of grading and
2 assessment for evaluating and recording student progress and to measure student performance in
3 conjunction with State content standards for grades preK-6.¹ The grading/assessment system shall follow
4 all applicable statutes and rules and regulations of the State Board of Education.
5
- 6 Student progress reports shall be provided at least once every nine (9) weeks during the school year.¹
7 Student progress reports shall indicate the students' conduct and include information on attendance,
8 academic progress, and other information necessary to communicate effectively with the
9 parent(s)/guardian(s). **For students in grades kindergarten through eight (K-8), the student's score on the
10 most recently administered universal reading screener shall also be included along with the results of a
11 dyslexia screener, if applicable.**²
12
- 13 The Director of Schools shall submit a copy of the grading, reporting, and assessment systems to the
14 Board before the system is implemented, and it shall be communicated annually to students and parent(s)
15 or guardian(s).³
- 16 In addition to the regular progress reports, principals and teachers are encouraged to confer with parents
17 on the educational progress of their children. Teachers shall consult with parents of students who are
18 working at an unsatisfactory level or whose performance shows a sudden deterioration. Parents shall be
19 notified by the teacher as early in the school year as possible if the retention of a student is being
20 considered.
- 21 Conduct grades are based on behavior and shall not be deducted from scholastic grades.

Legal References

1. TRR/MS 0520-01-03-.02, State Board of Education; Policy 3.301; TCA 49-6-901
2. [Public Acts of 2025, Chapter No. 330](#)
3. TCA 49-2-203(b)(7); TCA 49-2-301(b)(1)(H)

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.1061	Issued Date: Click here to enter a date.
		Rescinds: 5.1061	Issued: 02/04/20

1 *General*¹

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in
3 state law. Prior to commencement of reemployment, the Director of Schools shall provide the required
4 employment information to the Tennessee Consolidated Retirement System (TCRS). In order to be
5 eligible for employment after retirement, a TCRS member must comply with the following:

- 6 1. The retired member must have a bona fide separation of service which includes a separation of
7 at least sixty (60) calendar days and no previous agreement to return to work after retirement;
8 and
- 9 2. The retired member may not accrue additional retirement benefits as a result of the member's
10 reemployment and may not draw disability retirement benefits.

11 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**²

12 Retired members under TCRS may be employed for up to one hundred twenty (120) days per year
13 without loss of retirement benefits. Retired members may substitute teach for additional days. To
14 continue receiving TCRS benefits, the following conditions must be met in addition to the general
15 standards above:

- 16 1. During a twelve-month period, the retiree must not work more than one hundred twenty (120)
17 days; and
- 18 2. The retired member's compensation must not exceed 60% of the annual full-time salary
19 received in the year immediately prior to the member's last paid day of covered employment.
20 This amount shall be adjusted by five percent (5%) for each year after that date.

21 The retired member may work beyond one hundred twenty (120) days as a substitute teacher if the
22 payment does not exceed the rate of compensation for substitute teachers filling similar vacant
23 positions.

24 **HARD-TO-FILL POSITIONS**³

25 The Director of Schools may contract with retired members for hard-to-fill positions if the following
26 conditions are met in addition to the general standards above:

- 27 1. During the reemployment, the retirement benefit payable to the retiree must be reduced to
28 seventy percent (70%) of the retirement allowance the member would have otherwise been
29 entitled to receive; and
- 30 2. The retired member's reemployment must not exceed one (1) year, but the retired member may
31 be reemployed for additional one-year periods per state law.

32 The Director of Schools shall certify to TCRS that the employee is being rehired in a hard-to-fill
33 position. In order to qualify, one or more of the following conditions must be established:

- 1 1. It is difficult to recruit and retain qualified employees for the position;
 - 2 2. The position requires specialized certification, credentials, or education;
 - 3 3. The demand for the position exceeds the supply;
 - 4 4. The position is in high demand in the marketplace;
 - 5 5. The position is filled by key personnel;
 - 6 6. The position requires specific skills and experience; or
 - 7 7. The position has other unique recruitment or retention issues identified and documented by the
 - 8 Director of Schools.
- 9 Once the retired member is hired, the district shall pay TCRS the greater of: (1) a payment equal to the
10 amount the employer would have contributed to the retirement system during the period of
11 reemployment; or (2) an amount equal to five percent (5%) of the retired member's earnable
12 compensation.

Legal References

1. [TCA 8-36-805; TCA 8-36-809; Public Acts of 2025, Chapter No. 159](#)
2. [TCA 8-36-805; Public Acts of 2025, Chapter No. 159](#)
3. [TCA 8-36-809; Public Acts of 2025, Chapter No. 159](#)

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Family and Medical Leave	Descriptor Code: 5.305	Issued Date: 01/28/20
		Rescinds: 5.305	Issued:

1 **ELIGIBILITY**

2 Anyone who has been employed for at least twelve (12) months by the school district and who has at
3 least 1,250 hours of service (hours used for leave, even FMLA leave, shall not be credited for service
4 for purposes of FMLA eligibility¹) during the previous twelve-month period shall be eligible to use
5 FMLA leave.²

6 **GENERAL PRINCIPLES**

7 An eligible employee shall be granted, upon request, up to twelve (12) weeks unpaid leave during a
8 rolling 12-month period measured backward from the date the eligible employee uses any FMLA leave
9 for the following reasons:

- 10 1. The birth of a child;
- 11
- 12 2. The placement of a child with the employee for adoption or foster care;
- 13
- 14 3. A serious health condition of the employee that makes the employee unable to perform the
15 essential functions of his or her job position;
- 16
- 17 4. The care of a spouse, child, or parent – (but not a parent “in-law”) with a serious health
18 condition; and
- 19
- 20 5. Any qualifying circumstances arising out of the fact that a spouse, child, or parent of the
21 employee is on covered active duty or has been notified of an impending call or order to
22 covered active duty in the Armed Forces.

23 Granting of leave under this policy shall be subject to, and in accordance with, the provisions of
24 applicable federal and state laws. An employee may substitute accrued paid leave for unpaid time. Use
25 of accrued paid leave shall run concurrently with and be counted toward the employee’s total period of
26 FMLA leave.

27 **MATERNITY/PATERNITY LEAVE**

- 28 1. *Relationship between FMLA leave and Tennessee Maternity Leave Act-* FMLA leave shall run
29 concurrently with leave provided under the Tennessee Maternity Act, which affords eligible
30 employees leave for a period not to exceed four (4) months for the adoption, pregnancy,
31 childbirth, and nursing of a newborn child.³

- 1 2. *Employee's Leave*- Any employee who goes on maternity/paternity leave shall be allowed to
 2 use all or a portion of the employee's accumulated sick or annual leave for maternity/paternity
 3 leave purposes. In order to be eligible to use sick leave, written request of the employee
 4 accompanied by a statement from the employee's physician verifying pregnancy shall be
 5 submitted. Upon verification by a written statement from an adoption agency or other entity
 6 handling an adoption, an employee may also be allowed to use accumulated leave for adoption
 7 of a child. If both adoptive parents are employees employed by the district, however, only one
 8 (1) parent is entitled to use such leave.³
- 9 3. Spouses who are both eligible employees of the school district are limited to a combined total
 10 of twelve (12) workweeks of FMLA leave in a single twelve (12) month period if the leave is
 11 taken for the birth and care of a newborn child, for the placement of a child for adoption or
 12 foster care, or to care for a parent who has a serious health condition. Under certain
 13 circumstances, spouses who share leave for the birth or adoption of a child may be eligible for
 14 limited amount of additional leave for other qualifying FMLA reasons.⁴
- 15 4. *Paid Parental Leave* – Under state law, an additional six (6) work weeks of paid leave is
 16 available to eligible employees after a birth, stillbirth, or adoption of a newly placed minor
 17 child.⁶ An eligible employee taking leave under this provision shall not be required to utilize
 18 any other type of accrued leave during this period. ~~Eligible employees include teachers,~~
 19 ~~principals, supervisors, or other individuals required by law to hold a valid license of~~
 20 ~~qualification for employment who have been employed with a school district full time for at~~
 21 ~~least twelve (12) consecutive months.~~ Eligible employees include teachers, principals,
 22 supervisors, or other individuals required by law to hold a valid license of qualification for
 23 employment and who meet the following requirements:
- 24 a. Possess a valid license or an emergency credential issued by the Department of
 - 25 Education per TCA 49-5-106, required for the position the employee holds;
 - 26 b. Have been employed with the district full time for at least twelve (12) consecutive
 - 27 months in a position for which the employee is required by law to hold the license or an
 - 28 emergency credential referenced above at the time of the qualifying event; and
 - 29 c. Have held a valid license or an emergency credential issued by the Department of
 - 30 Education per TCA 49-5-106 for the entire twelve consecutive months of full-time
 - 31 employment.

32 Employees shall provide notice to the school district thirty (30) days prior to the intended use of
 33 the leave. If the employee learns about the need for leave less than thirty (30) days in advance,
 34 the employee shall give notice as soon as reasonably possible in order to be eligible for the paid
 35 leave. ~~This paid leave does not need to be taken consecutively; however, the paid leave shall be~~
 36 ~~used within twelve (12) months of the qualifying event. The leave shall run concurrently with~~
 37 ~~FMLA leave.~~ This paid leave shall be either: (1) taken consecutively, except in extenuating
 38 circumstances, as determined by the Director of Schools; or (2) taken nonconsecutively, but in
 39 increments of no less than one (1) week. The paid leave shall be used within twelve (12) months
 40 of the qualifying event and shall run concurrently with FMLA leave.⁷

41 **LEAVE FOR A SERIOUS HEALTH CONDITION⁸**

42 Eligible employees, upon request, shall be granted up to twelve (12) weeks of unpaid leave when
 43 he/she is unable to work because of a serious health condition or to care for an immediate family

1 member with a serious health condition. Granting of such leave shall be subject to the provisions of
2 applicable federal and state laws. Employees shall contact Human Resources to determine if the reason
3 for leave qualifies as FMLA leave. If the leave is foreseeable, the employee shall give thirty (30) days'
4 notice. If the leave is not foreseeable, the employee shall notify Human Resources as soon as
5 practicable—generally, either the same or next business day.

6 **LEAVE FOR MILITARY FAMILY MEMBERS**

- 7 1. *Qualifying Exigency Leave*⁹ - Eligible employees are entitled to up to twelve (12) workweeks of
8 leave because of any “qualifying exigency” arising out of the fact that the spouse, son,
9 daughter, or parent of the employee, as defined under the FMLA, is on active duty, or has been
10 notified of an impending call to active duty, or has been notified of an impended call to active
11 duty status in the Armed Forces. Qualifying exigencies may include:
12 a. Issues arising from the service member’s short notice deployment;
13 b. Military events and related activities (e.g., official ceremonies, support programs);
14 c. Making or updating financial and legal arrangements;
15 d. Attending counseling;
16 e. Taking up to fifteen (15) days leave to spend time with a covered service member who
17 is on short-term rest and recuperation leave during deployment; or
18 f. Attending post-deployment activities.

- 19 2. *Military Caregiver Leave*¹⁰ - An eligible employee who is the spouse, son, daughter, parent, or
20 next of kin of a covered service member or covered veteran with a serious injury or illness is
21 entitled to up to twenty-six (26) workweeks of leave in a “single twelve (12) month period.” A
22 covered service member is a current member of the Armed Forces, including a member of the
23 National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is
24 otherwise in out-patient status, or is otherwise on the temporary disability retired list for a
25 serious injury or illness.

26 A covered veteran is an individual who was a member of the Armed Forces at any time during
27 the period of five (5) years preceding the date of the medical treatment, recuperation, or therapy
28 that has a serious injury or illness who is currently receiving medical treatment, recuperation, or
29 therapy.

30 The “single twelve (12) month period” for military caregiver leave begins on the first day the
31 employee takes leave for this reason and ends twelve (12) months later. An eligible employee is
32 limited to a combined total of twenty-six (26) workweeks of leave to provide care for a covered
33 service member. The maximum of twenty-six (26) workweeks may include no more than
34 twelve (12) workweeks of leave that is taken for the birth and care of a newborn child, for the
35 placement of a child for adoption or foster care, for care of a parent who has a serious health
36 condition, or for the employee's own serious health condition.

37 **INTERMITTENT LEAVE**¹¹

38 Eligible employees may take FMLA leave intermittently when medically necessary to care for a
39 seriously ill family member, because of the employee's own serious health condition, or for the care for
40 a newborn, a newly adopted child, or a newly placed foster care child. When a **licensed** employee
41 requests foreseeable leave for planned medical treatment and the employee would be on leave for

1 greater than **twenty percent (20%)** of the total number of working days in the period during which the
2 leave would extend, the school district may require that such employee elect either to take the leave for
3 periods of a particular duration, not to exceed the duration of the planned medical treatment, or to
4 transfer temporarily to an available alternative position offered by the school district for which the
5 employee is qualified and that has equivalent pay and benefits and better accommodates recurring
6 periods of leave.

7 **RESTRICTIONS**

8 1. Notice Requirements

9 a. *Employee Notice*¹² - For foreseeable leave, the employee shall provide the Director of
10 Schools with at least thirty (30) days written notice before the beginning of the
11 anticipated leave.

12 *District Notice*- Once it has been established that the leave requested qualifies for
13 FMLA, the Director of Schools/designee shall notify the employee within three (3)
14 business days (absent extenuating circumstances) that any leave taken pursuant to state
15 leave statutes (paid vacation leave, personal leave, sick leave, or workers'
16 compensation) shall run concurrently with FMLA leave.¹³ The notice may be given
17 orally or in writing. If the notice is oral, it shall be confirmed in writing, no later than
18 the following pay day.¹⁴

19 2. Certification Requirement¹⁵

20 a. The Director of Schools may require that a request for leave be supported by
21 certification issued by a health care provider with the following information:
22 i. The date on which the serious health condition commenced;
23 ii. The probable duration of the condition;
24 iii. The appropriate medical facts within the knowledge of the health care provider
25 regarding the condition; and
26 iv. A statement that the eligible employee is needed to care for the son, daughter,
27 spouse, or parent and an estimate of the amount of time that such employee is
28 needed.

29 b. If there is any reason to doubt the validity of the certification provided, the Director of
30 Schools may require, at the expense of the school district, an opinion of a second health
31 care provider.

32 3. Period Near the End of an Academic Term (Professional Employees)¹⁶

33 a. If leave is taken more than five (5) weeks prior to the end of the term, the Director of
34 Schools may require the employee to continue taking leave until the end of the term if
35 the leave is at least three (3) weeks of duration and the return of employment would
36 occur during the three (3) week period before the end of the term.

37 b. If the leave is taken five (5) weeks prior to the end of the term, the Director of Schools
38 may require the employee to continue taking leave until the end of the term if the leave
39 is greater than two (2) weeks duration and the return to employment would occur during
40 the two (2) week period before the end of the term.

1 **REQUIREMENTS OF THE BOARD**¹⁷

- 2 1. The employee shall be restored to the same position of employment or an equivalent position
3 with no loss of benefits, pay, or other terms of employment.
- 4 2. The employee shall be kept under any group health plan for the duration of the leave.
- 5 3. The Board may recover the premium paid under the following conditions:
6 a. The employee fails to return from leave after the period of leave has expired; and
7 b. The employee fails to return to work for a reason other than the continuation,
8 recurrence, or onset of a serious health condition or other circumstances beyond the
9 control of the employee.

Legal References

1. [Hinson v. Tecumseh Products Co., 2000 U.S. App. LEXIS 26778, at *1—10 \(6th Cir. Oct. 17, 2000\)](#)
2. [29 USCA § 2601, 2611—2619](#)
3. [TCA 49-5-702; TCA 4-21-408](#)
4. [TCA 49-5-710\(a\)\(2\); TCA 8-50-802\(a\)\(4\)](#)
5. [29 CFR § 825.120\(a\)\(3\)](#)
6. [Public Acts of 2025, Chapter No. 163](#)
7. [TCA 8-50-814; Public Acts of 2025, Chapter No. 235](#)
8. [29 CFR § 825.113](#)
9. [29 CFR § 825.126](#)
10. [29 CFR § 825.124; 29 CFR § 825.127](#)
11. [29 CFR § 825.202](#)
12. [29 CFR § 825.302-825.304](#)
13. [29 CFR § 825.207](#)
14. [OP Tenn. Atty Gen 94-006 \(Jan 13, 1994\); Plant v. Morton International, Inc., 212 F. 3d 929, 932 \(6th Cir. 2000\)](#)
15. [29 CFR § 825.305-825.313](#)
16. [29 CFR § 825.602](#)
17. [29 USCA § 2614](#)

Cross References

- Sick Leave 5.302
Long-Term Leaves of Absence 5.304

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Substitute Teachers	Descriptor Code: 5.701	Issued Date: 03/22/22
		Rescinds: 5.701	Issued: 05/28/24

1 Substitute teachers are those teachers used to replace teachers on leave or to fill temporary vacancies.^{1,2}
2 Substitute teachers may be employed and paid directly by the Board or by a third-party public or
3 private employer through an agreement between such third-party employer and the Board.

4 Substitute teachers employed by third party entities shall be subject to the same unemployment benefit
5 eligibility conditions as substitute teachers employed directly by the Board.²

6 **APPLICATION/QUALIFICATIONS**

7 Criminal history record checks and fingerprinting of applicants for substitute teaching are required.³

8 Applicants with revoked licenses or certificates according to the Department of Education shall not be
9 hired.⁴

10 Qualifications for substitute teachers shall be determined by the Director of Schools in compliance
11 with Board policy, state laws, and State Board of Education rules and regulations.

12 A list of substitute teacher(s) will be prepared by the Human Resources Director, who will maintain
13 file(s) which may include transcripts, credentials, recommendations, and other pertinent information.

14 **COMPENSATION**

15 If employed directly by the Board, the compensation of substitute teachers shall be determined
16 annually by the Board.

17 ~~Retired teachers serving as substitutes who do not have an active teaching license shall be paid the same~~
18 ~~as a retired substitute teacher with an active teaching license. This only applies to teachers who retired~~
19 ~~after July 1, 2011 through July 1, 2016.⁵~~

20 **CERTIFICATION**

21 When substituting for a regular teacher who has been absent for ~~twenty (20)~~ thirty (30) consecutive days,
22 a substitute teacher must possess a teaching certificate with endorsement in the discipline(s) to be taught
23 ~~or shall be a retired teacher that held the appropriate endorsement.⁶ After the regular teacher's~~
24 ~~accumulated leave is exhausted, the substitute teacher must be licensed and hold the appropriate~~
25 ~~endorsement for the assignment or be a retired teacher and have held the appropriate endorsement and~~
26 ~~must be paid based on the substitute teacher's training and experience record in accordance with the state~~
27 ~~and local salary schedules. When substituting for a teacher without sick leave, the substitute shall be~~
28 ~~certified and paid according to the state salary schedule.¹~~

29 **EMERGENCY NEEDS**

30 All teacher aides, secretaries, and clerks are approved substitute teachers for use in emergency
 31 situations. **Emergency use shall be defined as situations when the regular or substitute teacher is unable**
 32 **to arrive on time or remain for the full day or for absent teaching positions not filled by a substitute**
 33 **teacher.**

34 Said substitutes shall receive the proportionate equivalent salary regular substitute teachers would
 35 receive under similar circumstances or their regular salary, if higher; however, they shall not receive
 36 pay for both positions at the same time.

37 **TRAINING AND ORIENTATION**

38 The Director of Schools shall be responsible for ensuring that there are appropriate training and
 39 development programs for substitute teachers. All substitute teachers are required to complete a
 40 comprehensive safety training program provided by the school district.⁷ Substitute teachers are
 41 required to fulfill this training obligation before undertaking any teaching assignments. Attendance
 42 records for substitute teachers completing training and orientation programs will be maintained in their
 43 district personnel file.

44 **RESPONSIBILITIES**

45 Substitute teachers shall assume the same responsibilities as the regular teacher, including, but not
 46 limited to, bus duty and playground supervision. Substitute teachers are held to the same minimum
 47 standards of ethical conduct as outlined in Board Policy 5.600. This includes fostering positive
 48 relationships with students, parents, and staff, safeguarding student privacy, using social media
 49 responsibly, and adhering to all other requirements of Board Policy 5.600.

50 **RE-EMPLOYMENT/TERMINATION**

51 The Director of Schools, with input from the principals, shall determine which substitute teachers are
 52 performing at an acceptable level. Substitute teachers who perform below an acceptable level shall be
 53 terminated. Substitute teachers must substitute teach at least one day per the number of school weeks
 54 in that month to remain on the active substitute list. To return to the active list, the substitute teacher
 55 will need to contact the Human Resources Department.

56 All substitutes shall be responsible for providing correct addresses and phone numbers, and for
 57 notifying the principal and/or third-party employer if they wish to terminate their service as substitutes.

Legal References

1. [TRR/MS 0520-01-02-.04\(5\)](#)
2. [TCA 49-5-709](#)
3. [TCA 49-5-413\(a\)\(2\)](#)
4. [TCA 49-2-203\(a\)\(14\)](#)
5. [TCA 49-3-312\(b\)](#)
6. [TCA 49-3-312\(a\); TRR/MS 0520-01-02-.04\(5\)\(b\);](#)
[Public Acts of 2025, Chapter No. 235](#)
7. [TCA 49-2-203\(a\)\(14\)\(A\); TCA 49-6-805\(7\)](#)

Cross References

- Background Investigations 5.118
 Employment of Retirees 5.119

Murfreesboro City Schools Board

Monitoring: Review: Annually, in April	Descriptor Term: Promoting Student Wellness	Descriptor Code: 6.411	Issued Date:
		Rescinds: SS11	Issued: 06/14/22

1 The Board recognizes the value of proper nutrition, physical activity, and other health conscious
2 practices and the impact that such practices have on student academic achievement, health, and well-
3 being. In order to provide an environment conducive to overall student wellness, this policy shall be
4 followed by all schools in the district.¹

5 **COMMITMENT TO COORDINATED SCHOOL HEALTH**

6 All schools shall implement the Centers of Disease Control and Prevention's (CDC) Coordinated
7 School Health (CSH) approach to managing new and existing wellness related programs and services
8 in schools and the surrounding community based on state law and State Board of Education CSH
9 standards and guidelines. The school district's Coordinated School Health Coordinator shall be
10 responsible for overseeing compliance with State Board of Education CSH standards and guidelines in
11 the school district.

12 **SCHOOL HEALTH ADVISORY COUNCIL^{2,3}**

13 A school district health advisory council shall be established to serve as a resource to schools for
14 implementing policies and programs and develop an active working relationship with the county health
15 council. The council shall consist of individuals representing the school and community, including
16 parents, students, teachers, school administrators, health professionals, school food service
17 representatives, and members of the public. The primary responsibilities of the council include, but are
18 not limited to:

- 19 1. Developing, implementing, monitoring, reviewing, and as necessary, making recommendations
20 as to physical activity and nutrition policies;
- 21 2. Ensuring all schools within the school district create and implement an action plan related to all
22 School Health Index modules;
- 23 3. Ensuring that the results of the action plan are annually reported to the council; and
- 24 4. Ensuring that school level results include measures of progress on each indicator of the School
25 Health Index.

26 The State Board of Education's Coordinated School Health and Physical Activity policies shall be used
27 as guidance by the council to make recommendations. The Board will consider recommendations of
28 the council in making policy changes or revisions.

29 Additionally, each school will have a Healthy School Team consisting of teachers, students, parents,
30 community members, and administrators.² The Team will hold Healthy School Team meetings during
31 the school year to assess needs and oversee planning and implementation of school health efforts. The
32 Director of Schools/designee will ensure compliance with the school wellness policy, to include an
33 assessment of the implementation of the wellness policy and the progress made in attaining the policy
34 goals. The assessment will be made available to the public.

1 **COMMITMENT TO NUTRITION**

2 All schools within the district shall participate in the USDA child nutrition programs, which may
3 include but not be limited to, the National School Lunch Program, the School Breakfast Program, the
4 Summer Food Service Program, and the After School Snack Program.^{4,5,6}

5 Meals shall be accessible to all students in a non-stigmatizing manner. Students will be given adequate
6 time to enjoy healthy meals and relax in a pleasant environment. Good nutritional habits shall be
7 encouraged. All foods and beverages including vending machines, fundraising items, and concessions
8 shall meet guidelines set forth by the Healthy, Hunger-free Kids Act of 2010 and Smart Snacks in
9 Schools.^{4,5,6} The principal/designee shall be responsible for overseeing the school district's compliance
10 with the State Board of Education rules and regulations for sale of food items in the school district.^{2,5,6}

11 ***Fundraising***

12 **Food and beverages sold that can be consumed on campus during the school day must meet or exceed**
13 **the USDA Smart Snacks guidelines in school nutrition standards. Schools shall follow the limit on**
14 **days per semester in which non-healthy foods may be used for fundraisers.⁵**

15 **DISTRICT GOALS**

16 The school district will promote healthy nutrition through various activities, including nutrition related
17 newsletters, informational links on the school district website, healthy eating posters and bulletin
18 boards in dining areas, and informational booths at various community functions. Nutrition education
19 will be offered as part of a standards-based program designed to provide students with the
20 knowledge and skills needed to promote and protect their health as outlined in the State Board of
21 Education Health Education and Lifetime Wellness Standards. Nutrition education will discourage
22 teachers from using high fat, sugar, and sodium foods as rewards and encourage students to start each
23 day with a healthy breakfast. If a district engages in food or beverage marketing, all marketing shall
24 comply with the Smart Snacks in School nutrition standards.⁷

25 **OTHER SCHOOL-BASED ACTIVITIES THAT PROMOTE STUDENT WELLNESS:** 26 **PROMOTING HEALTHY HYDRATION IN SCHOOLS**

27 Students and school staff will have access to fresh drinking water throughout the school day. When
28 feasible, students may bring approved water bottles filled with water into the classroom. Staff will be
29 encouraged to model healthy hydration by drinking water during the day.
30

31 **CELEBRATIONS AND REWARDS**

32 During the day, celebrations that involve food must take place outside of scheduled lunch hours. All
33 foods offered on the school campus are encouraged to meet or exceed the USDA Smart Snacks in
34 Schools nutrition standards. These include:

- 35 1. Celebrations and parties: The district encourages promotion of healthy food and nonfood
36 celebrations. Healthy party ideas are available from the Alliance for a Healthier Generation and
37 from the USDA.
- 38 2. Snacks: Classroom snacks are encouraged to be of a healthy nature.
- 39 3. Rewards and incentives: The district discourages teachers and other relevant school staff
40 members from using food, candy, or beverages as rewards. Staff should not withhold food or
41 beverages as punishment for any reason, such as for performance or behavior.

1 **COMMITMENT TO PHYSICAL ACTIVITY AND PHYSICAL EDUCATION**⁸

2 The Board recognizes that physical activity is extremely important to the overall health of a child.
3 Schools shall support and promote physical activity. Physical activity may be integrated into any areas
4 of the school program.

5 Physical education classes shall be offered as part of a standards-based program designed to provide
6 developmentally appropriate moderate to vigorous physical activity as an integral part of the class. All
7 physical education classes shall comply with the State Board of Education's Physical Education
8 Standards.

9 Unstructured physical activity periods shall be offered in addition to the school district's physical
10 education program. **Elementary school students shall receive a minimum of forty (40) minutes of**
11 **physical activity each full school day weather permitting.**

12 Physical activity will be conducted outside if weather permits. The following activities shall not be
13 considered physical activity: walking to and from class, time spent on an electronic device, and time
14 spent in a physical education class.

15 Schools shall continue to offer after school sports and activities. Physical activity shall not be
16 employed as a form of discipline. Physical activity shall not be withheld from a student as a form of
17 punishment.

18 **COMMITMENT TO CURRICULUM**³

19 All applicable courses of study shall be based on State-approved curriculum standards.

20 **SCHOOL HEALTH INDEX**³

21 All schools within the district shall annually administer a baseline assessment on each of the
22 recommended School Health Index modules. Results shall be submitted to the School Health Advisory
23 Council and reported to the Tennessee Department of Education.

24 **RECORD KEEPING COMPLIANCE**

25 The school district's Coordinated School Health Coordinator shall ensure that records demonstrating
26 compliance with community involvement requirements are maintained. The Coordinated School
27 Health Coordinator shall additionally document that the school wellness policy and triennial
28 assessments are made available to the public.⁹

Legal References

1. [TCA 49-6-1022](#)
2. [State Board of Education Policy 4.204](#)
3. [State Board of Education Policy 4.206](#)
4. [42 USCA § 1758b; TRR/MS 0520-01-06-.04](#)
5. [TRR/MS 0520-01-06](#)
6. [7 CFR § 210; 7 CFR § 220](#)
7. [7 CFR 210.31\(c\)\(3\)\(iii\)](#)

8. [TCA 49-6-1021; Public Acts of 2025, Chapter No. 306](#)
9. [7 CFR § 210.31\(f\)](#)

Murfreesboro City School Board

Monitoring: Review: Annually, in May	Descriptor Term: Student Records	Descriptor Code: 6.600	Issued Date: Click here to enter a date.
		Rescinds: STU13, STU16, STU55	Issued: 02/01/10

1 A cumulative record shall be maintained for each student enrolled in the school. This record shall include
2 the student's name, address, parents' names and occupations, a complete academic history, standardized
3 test results, health records, records of school activities, and counselors' notes. When available, the record
4 shall also include a copy of the student's birth certificate and, if applicable, a completed Home Language
5 Survey. In the event of a student's withdrawal, the cumulative record shall include documentation of the
6 withdrawal, including the parent or guardian's signed request and, when possible, information regarding
7 the student's future educational placement.¹

8 The name used on the record of the student entering the school system must be the same as that shown
9 on the birth certificate, unless evidence is presented that such name has been legally changed.² If the
10 parent does not have, or cannot obtain a birth certificate, then the name used on the records of such
11 student shall be as shown on documents which are acceptable as proof of date of birth.

12 The name used on the records of a student entering the system from another school must be the same as
13 that shown on records from the school previously attended unless evidence is presented that such name
14 has been legally changed as prescribed by law.

15 In accordance with Federal law, complete documentation of suspensions and expulsions of a student and
16 resulting disciplinary actions will be included in the permanent record. Transmission to other educational
17 agencies for any student who is enrolled, seeks to enroll, intends or is instructed to enroll, on a full or
18 part-time basis will be sent upon request by the receiving school.

19 ~~When a student transfers to another school within the system, copies of the student's records, including~~
20 ~~the student's disciplinary records, shall be sent to the transfer school.³ No student will be allowed to~~
21 ~~handle their own record, and no record will be transferred until a request is made.~~

22 ~~When a student transfers to a school outside the system, copies of the student's records, including the~~
23 ~~student's disciplinary records, shall be sent to the transfer school.³ When a student transfers to another~~
24 ~~school within the school district or to a school outside of the school district, copies of the student's~~
25 ~~records, including the student's disciplinary records, shall be sent to the transfer school within five (5)~~
26 ~~business days of the date on which the student's records request was received by the school.³~~

27 Attendance records kept on each student become permanent property of the school system.

28 All records shall be remitted in accordance with the Family Education Rights and Privacy Act (FERPA).

29 ACCESS TO STUDENT RECORDS

1 Student records shall be confidential. Only authorized school officials shall have access to and permit
2 access to student education records for legitimate educational purposes without the consent of the
3 parent/guardian.⁴ A “legitimate educational interest” is the official’s need to know information in order
4 to:

- 5 1. Perform required administrative tasks;
- 6 2. Perform a supervisory or instructional task directly related to the student’s education; and
- 7 3. Perform a service or benefit for the student or the student’s family such as health care,
8 counseling, student job placement, or student financial aid.

9 Authorized school officials may release information from or permit access to a student’s education
10 record without the parent(s) or eligible student’s* prior written consent in the following instances:

- 11 1. To comply with a judicial order or lawfully issued subpoena. The school system will make a
12 reasonable effort to notify the student’s parent(s) or the eligible student before making a
13 disclosure. In addition, any employee who receives a subpoena for educational records shall
14 notify their supervisor immediately who will, then contact the office of the City Attorney;⁵
- 15 2. If the disclosure is an item of directory information;⁶
- 16 3. To comply with the requirements of child abuse reports to the extent known by the school
17 officials including the name, address, and age of the child; the name and address of the person
18 responsible for the care of the child, and the facts requiring the report;⁷
- 19 4. When certain federal and state officials need information in order to audit or enforce legal
20 conditions related to federally-supported education programs in the school system;⁸
- 21 5. When the school system has entered into a contract or written agreement for an organization to
22 conduct scientific research on the system’s behalf to develop tests or improve instruction,
23 provided that the studies are conducted in a manner which will not permit the personal
24 identification of students and their parents by individuals other than representatives of the
25 organization and the information will be destroyed when no longer needed for the purpose for
26 which the study was conducted;⁹
- 27 6. To appropriate officials if the parent(s) claim the student as a dependent as defined by the
28 Internal Revenue Code;¹⁰
- 29 7. To accrediting organizations to carry out their accrediting functions;¹¹
- 30 8. When a student seeks or intends to enroll in another school district or a post-secondary school.
31 Parent(s) of students or eligible students have a right to obtain copies of records transferred
32 under this provision;¹²
- 33 9. To financial institutions or government agencies that provide or may provide financial aid to a
34 student in order to establish eligibility, to determine the amount of financial aid, to establish
35 conditions for the receipt of financial aid, and to enforce financial aid agreements;¹³

- 1 10. To make the needed disclosure in a health or safety emergency when warranted by the
2 seriousness of the threat to the student or other persons, when the information is necessary and
3 needed to meet the emergency, when time is an important and limiting factor, and when the
4 persons to whom the information is to be disclosed are qualified and in a position to deal with
5 the emergency;¹⁴
- 6 11. To the Attorney General or his designee for official purposes related to the investigation or
7 prosecution of an act of domestic or international terrorism. An educational agency that, in
8 good faith, produces education records in accordance with an order issued under this Act shall
9 not be liable to any person for that production;¹⁵
- 10 12. To any agency caseworker or other representative of a state or local child welfare agency or
11 tribal organization authorized to access the student's educational records when such agencies or
12 organizations are legally responsible for the care and protection of the student;¹⁶
13
- 14 13. To the Secretary of Agriculture/designee for purposes of conducting program monitoring,
15 evaluations, and performance measurements, provided that the data collected will be protected
16 in a manner which will not permit the disclosure of personal identification of students and their
17 parent(s)/guardian(s) by individuals other than to representatives of the organization, and that
18 the information will be destroyed when no longer needed for the purpose for which it was
19 conducted;¹⁷ and
20
- 21 14. To state and local authorities to whom information is specifically allowed to be reported or
22 disclosed by state law that concerns the juvenile justice system and the system's ability to
23 effectively serve, prior to adjudication, the student whose records were released.¹⁸

24 *Consent to Disclose Records*¹⁹

25 Authorized school officials may release information from a student's education record if the student's
26 parent(s) or the eligible student gives written consent for the disclosure. The written consent must
27 include:

- 28 1. A specification of the records to be released;
- 29 2. The reasons for the disclosure;
- 30 3. The person, organization, or class of persons or organizations to whom the disclosure is to be
31 made;
- 32 4. The signature of the parent(s) or eligible student;
- 33 5. The date of the consent and, if appropriate, a date when the consent is to be terminated. The
34 student's parent(s) or the eligible student* may obtain a copy of any records disclosed under this
35 provision.

36 **RECORDKEEPING**²⁰

37 The school system will maintain an accurate record of all requests to disclose information from or to
38 permit access to a student's education records. The system will maintain an accurate record of
39 information it discloses and access it permits. The system will maintain this record as long as it maintains
40 the student's education record. The record will include at least:

- 41 1. The name of the person or agency that makes the request;
- 42 2. The interest the person or agency has in the information;

- 1 3. The date the person or agency makes the request; and
 2 4. Whether the request is granted and, if it is, the date access is permitted or the disclosure is made.
- 3 Any release of information not covered by the above policy will be upon approval of the Director of
 4 Schools or designee.
- 5 * *The student becomes an "eligible student" when he/she reaches age 18 or enrolls in a post-secondary*
 6 *school, at which time all of the above rights become the student's right.*²¹

 Legal References

1. [20 USCA § 1232g](#)
2. [TCA 49-6-5106](#)
3. [TCA 49-6-3001\(c\)\(1\); Public Acts of 2025, Chapter No. 156](#)
4. [TCA 10-7-504\(a\)\(4\); 20 USCA 1232g](#)
5. [20 USCA § 1232g\(b\)\(2\)\(B\); 20 USCA § 1232g\(b\)\(1\)\(J\)](#)
6. [20 USCA § 1232g\(b\)\(2\); TCA 10-7-504\(a\)\(4\)\(A\)](#)
7. [TCA 37-1-403](#)
8. [20 USCA § 1232g\(b\)\(3\), \(5\); 20 USCA § 1232g\(b\)\(1\)\(C\)](#)
9. [20 USCA § 1232g\(b\)\(1\)\(F\)](#)
10. [20 USCA § 1232g\(b\)\(1\)\(H\)](#)
11. [20 USCA § 1232g\(b\)\(1\)\(G\)](#)
12. [20 USCA § 1232g\(b\)\(1\)\(B\)](#)
13. [20 USCA § 1232g\(b\)\(1\)\(D\)](#)
14. [20 USCA § 1232g\(b\)\(1\)\(I\)](#)
15. [20 USCA § 1232g\(j\)](#)
16. [20 USCA § 1232g\(b\)\(1\)\(L\)](#)
17. [20 USCA § 1232g\(b\)\(1\)\(K\)](#)
18. [20 USCA § 1232g\(b\)\(1\)\(E\)](#)
19. [34 CFR § 99.30; 20 USCA § 1232g\(b\)\(2\)\(A\)](#)
20. [34 CFR § 99.32\(a\)](#)
21. [34 CFR §§ 99.3, 99.5; TCA 49-1-704](#)

 Cross References

School Board Records 1.407
 Promotion and Retention 4.603
 Attendance 6.200
 Child Custody/Parental Access 6.209
 Disciplinary Hearing Authority 6.317
 AIDS 6.404

Agenda Item Title: Surplus Items

Board Meeting Date: July 22, 2025

Department: Finance and School Operations

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

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

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

Staff Recommendation

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

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

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

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Desktop	960138	Dell	Optiplex 3040	7XCXQD2	
Desktop	5360	Dell	Optiplex 3040	8VRCRDZ	
Desktop	960135	Dell	Optiplex 3040	8VBRDZ	
Desktop	960141	Dell	Optiplex 3040	7XBXQDZ	
Desktop	5906	Dell	Optiplex 3050	935KRRZ	
Desktop	5358	Dell	Optiplex 3040	7XCVQDZ	
Desktop	5911	Dell	Optiplex 3050	942GRRZ	
Desktop	5902	Dell	Optiplex 3050	93NKRZ	

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

Principal _____ School Hobgood Date _____

Supervisor [Signature] Date 7/10/25

Director of Schools [Signature] Date 7/14/25

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Desktop	5439	Dell	Optiplex 3040	FVSSSD2	
Desktop	5630	Dell	Optiplex 3050	4P990M2	
Desktop	5903	Dell	Optiplex 3050	93XCRZ	
Desktop	5636	Dell	Optiplex 3050	4P9COM2	
Desktop	960146	Dell	Optiplex 3040	7XP1RD2	
Desktop	5638	Dell	Optiplex 3050	4P8FOM2	
Desktop	960142	Dell	Optiplex 3040	8VC7RD2	
Desktop	5629	Dell	Optiplex 3050	4P9FOM2	
Desktop	NA	Dell	Optiplex 3050	1B1B9N2	
Desktop	5631	Dell	Optiplex 3050	4P980M2	
Desktop	5908	Dell	Optiplex 3050	93WDRZ	
Desktop	5635	Dell	Optiplex 3050	4P9D0M2	
Desktop	5634	Dell	Optiplex 3050	4P8COM2	
Desktop	5357	Dell	Optiplex 3040	7XRZQD2	
Desktop	NA	Dell	Optiplex 3050	1B1C9N2	

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

Principal _____ School Hobgood Date _____

[Signature] Date 7/10/25

Supervisor _____ Date _____

[Signature] Date 7/10/25

Director of Schools _____ Date _____

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:

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
IPad	N/A	Apple	4th Gen Mini	F4MK6UEMF193	
IPad	N/A	Apple	4th Gen Mini	F4MK6UDJF193	
IPad	N/A	Apple	4th Gen Mini	F4MK6E2JF193	
IPad	N/A	Apple	4th Gen Mini	F4LK6D4HF193	
IPad	3860	Apple	IPad 2	F5XKKY66DFHW	
IPad	3870	Apple	IPad 2	F5YKKA6TDFHW	
IPad	3896	Apple	IPad 2	F5YKK7PFDFFHW	
IPad	3868	Apple	IPad 2	F5YKK84SDFHW	

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

Principal _____ School Black Fox Date _____

[Signature] Date 7/10/25

Supervisor _____

[Signature] Date 7/10/25

Director of Schools _____

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Chromebook	4602	Dell	P22T	9XTA962	
Chromebook	5963	Dell	3180	7WW4KR2	
chromebook	5453	Dell	3180	650V8R2	
Chromebook	5949	Dell	3180	HK15KR2	
Chromebook	5784	Dell	3180	J38PZM2	
Chromebook	5788	Dell	3180	1F4L2M2	
Chromebook	5970	Dell	3180	BL15KR2	
Chromebook	5937	Dell	3180	Z1MMZM2	
Chromebook	5843	Dell	3180	47MMZM2	
Chromebook	5956	Dell	3180	8525KR2	
Chromebook	5946	Dell	3180	6V05KR2	
Chromebook	N/A	Dell	3180	GP7M2M2	
chromebook	5836	Dell	3180	8X4NZM2	
Chromebook	5962	Dell	3180	GW75KR2	
Chromebook	5835	Dell	3180	DY1M2M2	

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

Principal _____ School Hobgood Date _____

April Zausa Date 7/10/25

Supervisor _____

Betsy N. Drake III Date 7/10/25

Director of Schools _____

_____ Date _____

Board Chairman _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Ipad	2466	Apple	1st Gen	J3050ZDWZ38	
	2450			GB036M3H238	
	2459			J3050ZHWZ38	
	NA			GB10S8WZ38	
	2467			AK0160LZ38	
	2465			J3050ZFLZ38	
	2445			J3050ZHKZ38	
	2460			V5050FJEZ38	
	2446			T3050ZD6Z38	
	NA			GB1056F0Z38	
	2449			GB036SXJZ38	
	NA			HW102KVDZ38	
	2448			GB0362AH8Z38	
	2458			J3050ZCZ38	
	2457			J3050ZGVZ38	

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

Principal _____ School Hobgood Date 7/7/25

[Signature] Date 7/10/25
Supervisor

[Signature] Date 7/10/25
Director of Schools

Board Chairman _____ Date _____

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

Notes on Disposal Method:

Signature: _____ Date: _____

HG

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
iPads	Library Tag 03363	Apple	MC96DLH/A		0
	03316				
	03352				
	03381				
	03321				
	03333				
	03369				
	03327				
	03351				
	03337				
	03346				
	03315				
	03345				
	03375				

In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above. **03322**

Aurena Bell School HG Date 6-12-2025
Principal

[Signature] Date 6/30/25
Supervisor

Assistant Superintendent of School Operations or Director of Technology

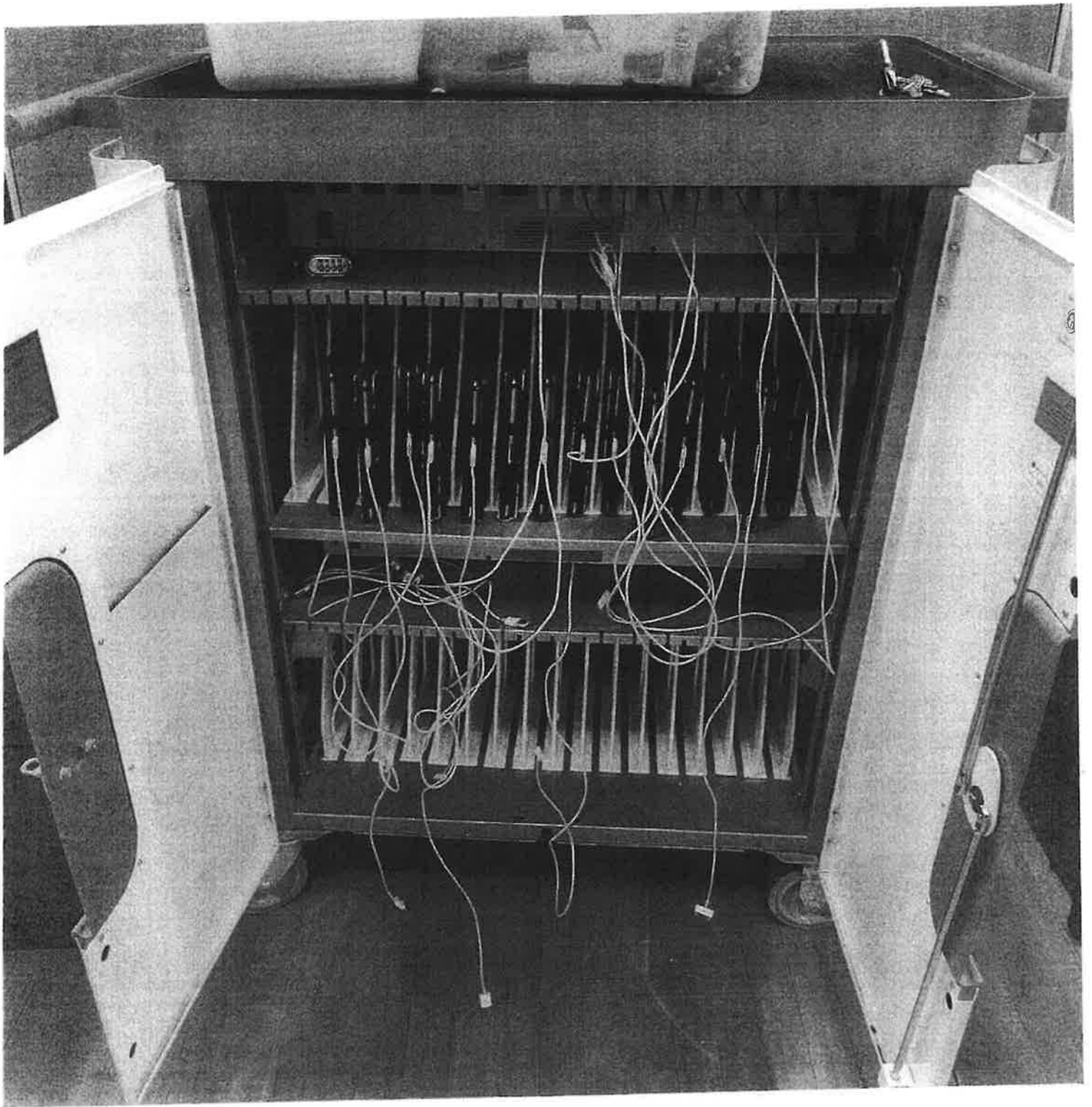
Bobby Duke III Date 6/20/25
Director of Schools

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: _____



HG

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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Laptop Charging Cabinet					unsure
Nothing wrong with it. Just bulky, heavy					
We just don't need it any more. We					
inherited it from Discovery many years ago.					
(pictures attached)					

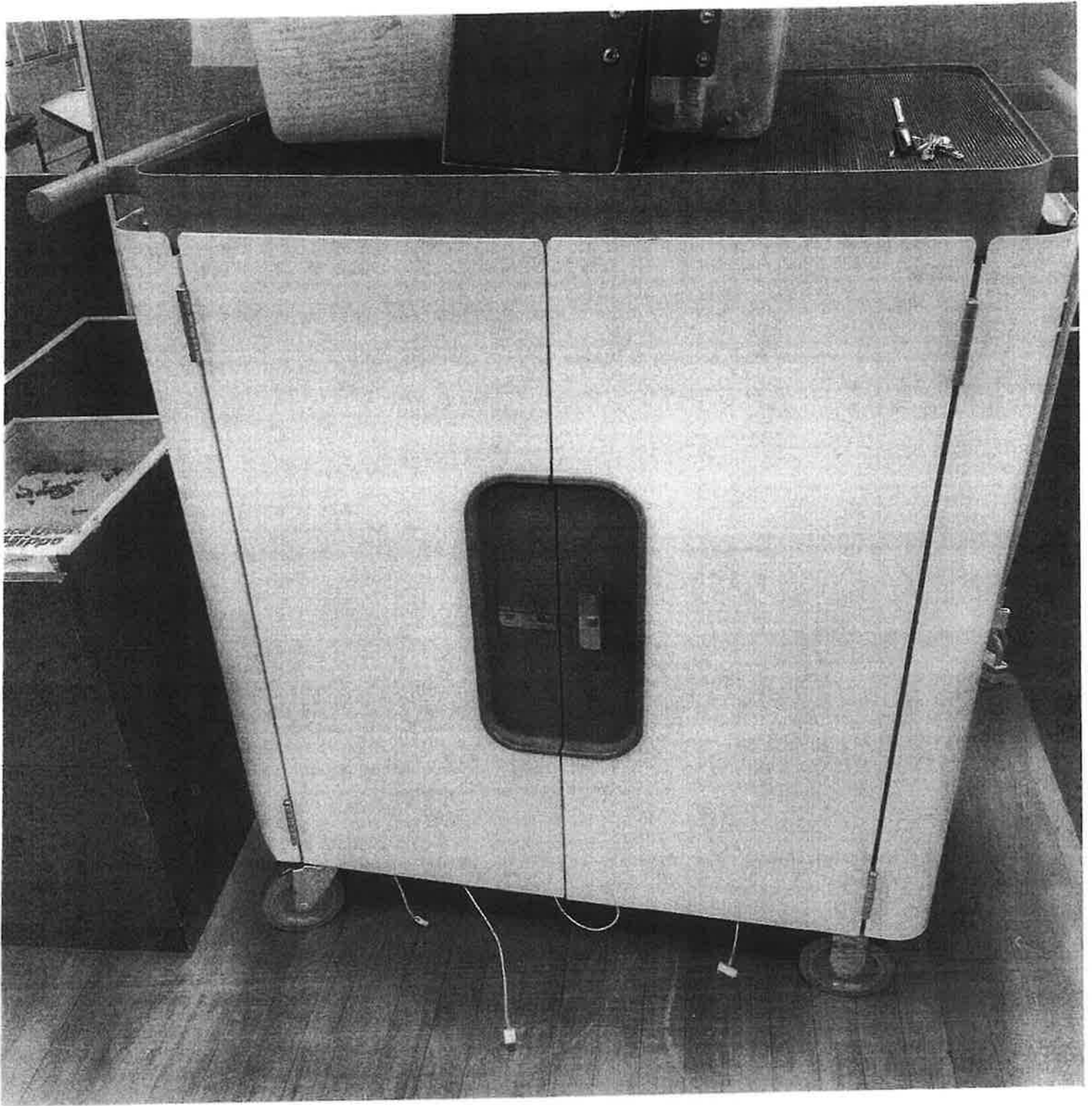
In accordance with Tenn. Code Ann. § 49-6-2007(d)(1) and (d)(2), we the undersigned, authorize disposal of the items listed above.

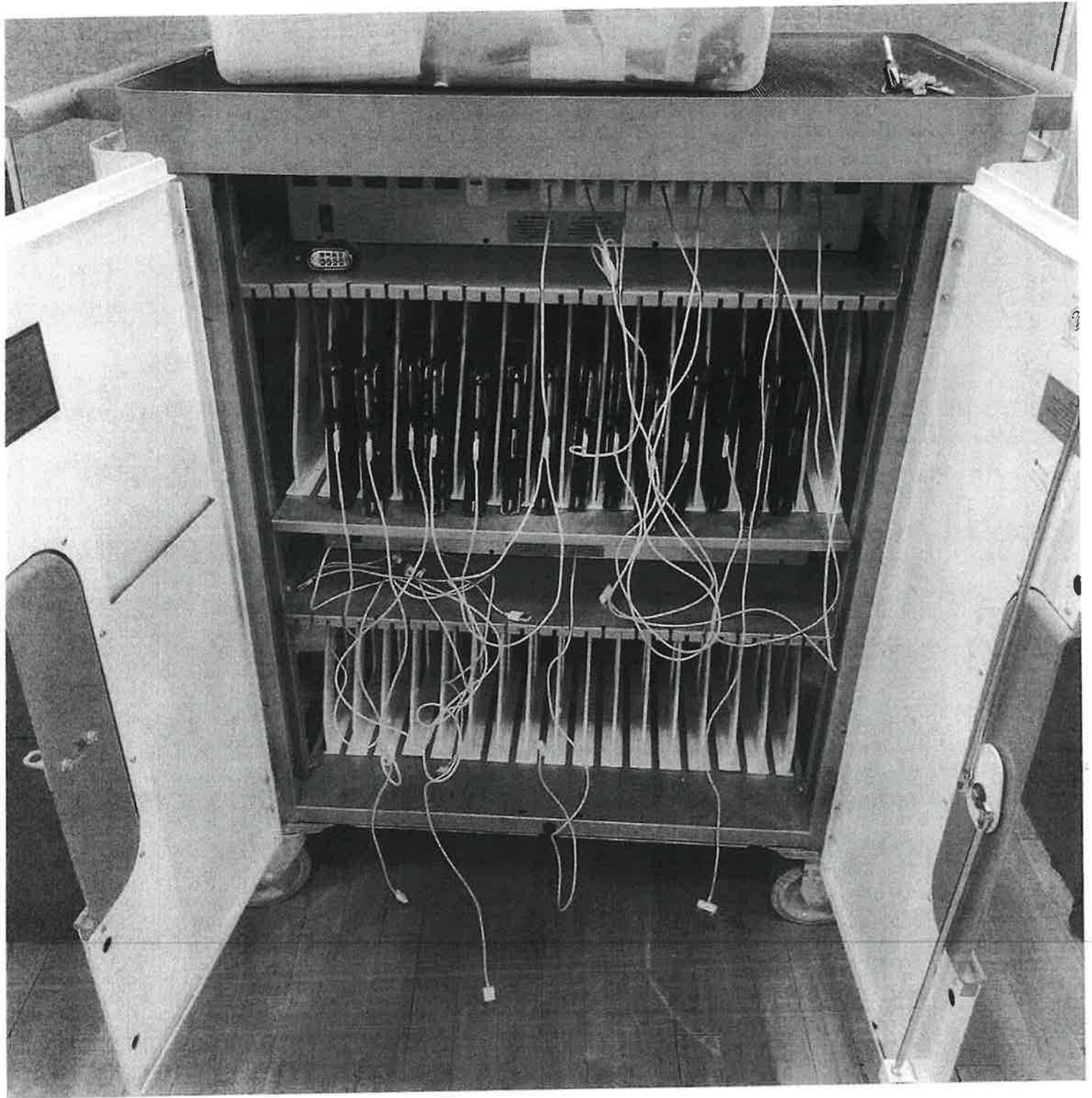
Quiana Bell School HG Date 6.12.2025
Principal
[Signature] Date 6/30/25
Supervisor
Bobby Duke III Date 6/30/25
Director of Schools
 _____ Date _____
Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____





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EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
iPad	N/A	Apple	6th Generation	DMPXMUPJJ8J	\$0
iPad	960168	Apple	iPad Air 2	DMPSKPUTHG5D	\$0

Won't update
Won't update

Doug will dispose of these.

(CP)

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

Spencer
Principal
Hal Z...
Superintendent

School ESE

Date 6.10.25

Date 6/30/25

Assistant Superintendent of School Operations or Director of Technology

Bobby Duke III
Director of Schools

Date 6/30/25

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: _____

CO	Laptop	Dell	Latitude 5400	1ZGRF13	19100197
CO	Laptop	Dell	Latitude 5400	G86RF13	19100118
CO	Laptop	Dell	Latitude 5400	2MWM2R2	961722
CO	Laptop	Dell	Latitude 5400	7SKZQV2	961748
CO	Laptop	Dell	Latitude 5400	CP2L353	962620
CO	Laptop	Dell	Latitude 5400	2VGRF13	19100274
CO	Laptop	Dell	Latitude E7440		13-003512
ESE	iPad	Apple	6th Generation	DMPXMUPJ8J	N/A
ESE	iPad	Apple	iPad Air 2	DMPSKPUTHG5D	960168
CO	laptop	Dell	Chromebook 3100	HW1XR53	963964
CO	laptop	Dell	Chromebook 3100	CMKS6C3	21-01546
CO	laptop	Dell	Chromebook 3100	21ZN6C3	21-01954
CO	laptop	Dell	Chromebook 3100	DT7XY2	19-01371
CO	laptop	Dell	Chromebook 3100	CDR09Y2	19-00356

CO	laptop	Dell	Chromebook 3100	FP709Y2	21-00253
CO	laptop	Dell	Chromebook 3100	JDM56C3	21-01307
CO	laptop	Dell	Chromebook 3100	FZPK6C3	21-01344
CO	laptop	Dell	Chromebook 3100	8P61C73	7246
CO	laptop	Dell	Chromebook 3100	1TZNR53	963531
CO	laptop	Dell	Chromebook 3100	15WQXY2	19-00608
CO	laptop	Dell	Chromebook 3100	DY6RXY2	19-00646
CO	laptop	Dell	Chromebook 3100	8LCM6C3	21-01320
CO	laptop	Dell	Chromebook 3100	D2WQXY2	19-00699
CO	laptop	Dell	Chromebook 3100	FCXWC73	963779
SC	laptop	Dell	Chromebook 3100		
SC	laptop	Dell	Chromebook 3100		
BF	Laptop	Dell	Chromebook 3100	295VR53	964579
CO	Laptop	Dell	Chromebook 3100	C88C9Y2	19-01576

CO	Laptop	Dell	Chromebook 3100	HYPK6C3	21-01349
CO	Laptop	Dell	Chromebook 3100	2NXR6C3	21-00957
CO	Laptop	Dell	Chromebook 3100	JM709Y2	19-00877
CO	Laptop	Dell	Chromebook 3100	34QR6C3	21-01704
CO	Laptop	Dell	Chromebook 3100	5S8TXV2	19-00993
CO	Laptop	Dell	Chromebook 3100	G5VN6C3	21-01309
CO	Laptop	Dell	Chromebook 3100	HYQM6C3	21-01207
CO	Laptop	Dell	Chromebook 3100	G9HP9Y2	19-01350
CO	Laptop	Dell	Chromebook 3100	F6MS6C3	21-01100
CO	Laptop	Dell	Chromebook 3100	4T5J6C3	21-00369
CO	Laptop	Dell	Chromebook 3100	7KXR6C3	21-00933
CO	Laptop	Dell	Chromebook 3100	7M71C73	7454
CO	Laptop	Dell	Chromebook 3100	4ZCT983	8047
CO	Laptop	Dell	Chromebook 3100	FCPXB73	7374

CO	Laptop	Dell	Chromebook 3100	HW1RXY2	19-00611
CO	Laptop	Dell	Chromebook 3100	CBPRR53	963570
CO	Laptop	Dell	Chromebook 3100	9NS99Y2	19-00801
CO	Laptop	Dell	Chromebook 3100	2V8TXY2	19-02582
CO	Laptop	Dell	Chromebook 3100	H4D0C73	7522
CO	Laptop	Dell	Chromebook 3100	B88L6C3	21-01323
CO	Laptop	Dell	Chromebook 3100	1TQM6C3	21-00107
CO	Laptop	Dell	Chromebook 3100	5FZN6C3	21-01972
CO	Laptop	Dell	Chromebook 3100	4TL09Y2	19-00790
CO	Laptop	Dell	Chromebook 3100	CT1RXY2	19-00649
CO	Laptop	Dell	Chromebook 3100	76D0C73	7352
CO	Laptop	Dell	Chromebook 3100	5NJS6C3	21-01049
CO	Laptop	Dell	Chromebook 3100	GYWWR53	964710
CO	Laptop	Dell	3330	5tvf2z1	NA

CO	Laptop	Dell	6430	7gybxy1	13-000004
CO	Laptop	Apple	Pro	c02hx3pedty3	958569
OCE Purchased	Micro Tower	Dell	Optiplex 3050	5HYLRR2	153
OCE Purchased	Micro Tower	Dell	Optiplex 3050	j1j9bm2	117
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WJK0M2	86
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WJM0M2	81
OCE Purchased	Micro Tower	Dell	Optiplex 3050	51H78M2	113
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WKG0M2	92
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WLH0M2	84
OCE Purchased	Micro Tower	Dell	Optiplex 3050	5VGJ8M2	115
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WKK0M2	83
OCE Purchased	Micro Tower	Dell	Optiplex 3050	8CZPX2	122
OCE Purchased	Micro Tower	Dell	Optiplex 3050	8D0MX2	124
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WKM0M2	89

OCE Purchased	Micro Tower	Dell	Optiplex 3050	8D0LXM2	121
OCE Purchased	Micro Tower	Dell	Optiplex 3050	8CZQXM2	125
OCE Purchased	Micro Tower	Dell	Optiplex 3050	8CZRXM2	123
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WLG0M2	87
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WKH0M2	91
OCE Purchased	Micro Tower	Dell	Optiplex 3050	5HVJRR2	152
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WJJ0M2	88
OCE Purchased	Micro Tower	Dell	Optiplex 3050	5HSKRR2	151
OCE Purchased	Micro Tower	Dell	Optiplex 3050	4WJL0M2	82
OCE Purchased	Micro Tower	Dell	Optiplex 3050	JMCRXM2	126
OCE Purchased	Micro Tower	Dell	Optiplex 3050	JMCSXM2	120
OCE Purchased	Micro Tower	Dell	Optiplex 3050	5J7MRR2	154
CO	Chromebook	HP	G7EE	5CD935B81B	966467
CO	Chromebook	HP	G7EE	5CD9377LGQ	966576

CO	Chromebook	Dell	Chromebook 3100	2VXZB73	7294
CO	Chromebook	Dell	Chromebook 3100	6D0Q9Y2	19-01262
CO	Chromebook	Dell	Chromebook 3100	78MS6C3	21-01098
CO	Chromebook	Dell	Chromebook 3100	GRDRXY2	19-00622
CO	Chromebook	Dell	Chromebook 3100	D55XB73	7564
CO	Chromebook	Dell	Chromebook 3100	5WMBHB3	8438
CO	Chromebook	Dell	Chromebook 3100	7Q9Q6C3	21-01619
CO	Chromebook	Dell	Chromebook 3100	BL5J6C3	21-00304
CO	Chromebook	Dell	Chromebook 3100	H61CHB3	8487
CO	Chromebook	Dell	Chromebook 3100	H2J19Y2	19-00961
BF	Chromebook	Dell	Chromebook 3100	9XXF5Y2	19-02208
BF	Laptop	Dell	3350	79d4vb2	13-004263 / 5136
BF	Laptop	Dell	3330	HKPG2z1	13-001705
BF	Laptop	Dell	3330	59XF2z1	13-001398

BF	Laptop	Dell	3330	67YF2z1	13-001479
BF	Laptop	Dell	3350	4bd4vb2	13-004276 / 5170
BF	Laptop	Dell	3350	45cj4c2	13-004451 / 5281
BF	Laptop	Dell	3330	2wpgz21	13-000754
BF	Laptop	Dell	3330	56yf2z1	13-001462
BF	Laptop	Dell	6430u	c8txxy1	13-000077
BF	Laptop	Dell	6430u	dfsxyy1	13-000055
BF	Laptop	Dell	3330	9VPG2z1	13-000745
BF	Laptop	Dell	3330	69xf2z1	13-001399
BF	Laptop	Dell	3330	N/A	13-003054
BF	Laptop	Dell	3330	CMPG2z1	13-001733
BF	Laptop	Dell	3330	GNVF2z1	13-000604
BF	Laptop	Dell	3330	5MPG2z1	13-001727
BF	Laptop	Dell	3330	3RVF2z1	13-000641

BF	Laptop	Dell	3330	N/A	13-002734
BF	Laptop	Dell	3330	dvpG2z1	N/A
BF	Laptop	Dell	3330	3vpG2z1	13-000739
BF	Laptop	Dell	3330	7DYF2z1	13-000989
BF	Laptop	Dell	3330	GJYF2z1	13-001503
BF	Laptop	Dell	3330	4MVF2z1	13-000578
BF	Laptop	Dell	3330	9NVF2z1	13-000599
BF	Laptop	Dell	3330	GSVF2z1	13-002642
BF	Laptop	Dell	3330	HCXF2z1	13-002862
BF	Laptop	Dell	3330	JMVF2z1	13-000590
BF	Laptop	Dell	3330	2PVF2z1	13-000608
BF	Laptop	Dell	3330	6QVF2z1	13-000628
BF	Laptop	Dell	3330	BQVF2z1	13-000632
BF	Laptop	Dell	3330	BKPG2z1	13-001700

BF	Laptop	Dell	3330	6BXF2z1	13-001415
BF	Laptop	Dell	3330	fjyf2z1	13-001502
BF	Laptop	Dell	3330	N/A	13-001528
BF	Laptop	Dell	3330	3QVF2z1	13-000625
BF	Laptop	Dell	3330	CLGH2z1	13-001420
BF	Laptop	Dell	3330	bkwf2z1	13-002702
BF	Laptop	Dell	3330	9MGH2z1	13-001434
BF	Laptop	Dell	3330	4RVF2z1	13-000642
BF	Laptop	Dell	3330	48MH2z1	13-003117
BF	Chromebook	Dell	3100	3270C73	7314
BF	Chromebook	Dell	3100	D82YR53	964416
BF	Chromebook	Dell	3100	3RTVC73	964660
BF	Chromebook	Dell	3100	DWJL5Y2	19-00571
HG	Laptop	Dell	5400	40HRF13	19100052

BF	Laptop	Dell	5400	265L453	962616
BF	Laptop	Dell	5400	HXFRF13	19100088
BF	Laptop	Dell	5400	5SG9353	962797
BF	Laptop	Dell	5490	5HBS1X2	961668
BF	Laptop	Dell	5400	1JFRF13	19100431
BF	Laptop	Dell	5490	HYZ1PQ2	960921
HG	Chromebook	Dell	3100	342VM13	6220
HG	Chromebook	Dell	3100	39QQM13	6200
HG	Chromebook	Dell	3100	5GNP1X2	N/A
HG	Chromebook	Dell	3100	GDBLM13	6202
HG	Chromebook	Dell	3100	77GNM13	6241
HG	Chromebook	Dell	3100	JLHLM13	6261
HG	Chromebook	Dell	3180	8n7mzm2	5787
HG	Chromebook	Dell	3180	gd2pzm2	5851

HG	Chromebook	Dell	3180	j94lzm2	5786
HG	Chromebook	Dell	3180	34x4kr2	5950
HG	Chromebook	Dell	3180	gqntjr2	5957
HG	Chromebook	Dell	3180	5xbnzm2	5793
HG	Chromebook	Dell	3180	2n15kr2	5945
HG	Chromebook	Dell	3180	cr7mzm2	5790
HG	Chromebook	Dell	3180	9qwnzm2	5792
HG	Chromebook	Dell	3180	1bysjr2	5964
HG	Chromebook	Dell	3180	c525kr2	5947
HG	Chromebook	Dell	3180	4qntjr2	5961
HG	Chromebook	Dell	3180	hx4nzm2	5789
HG	Chromebook	Dell	3180	gdzmzm2	5794
HG	Chromebook	Dell	3180	2m15kr2	5959
HG	Chromebook	Dell	3180	jj7mzm2	5785

HG	Chromebook	Dell	3180	2p55kr2	5948
HG	Chromebook	Dell	3180	6pd5vt2	6012
HG	Chromebook	Dell	3180	4bvtjr2	5968
HG	Chromebook	Dell	3180	76vtjr2	5944
HG	Chromebook	Dell	3180	h2mmzm2	5848
HG	Chromebook	Dell	3180	5nzmzm2	5840
HG	Chromebook	Dell	3180	1v1mzm2	5847
HG	Chromebook	Dell	3180	h1blzm2	N/A
HG	Chromebook	Dell	3100	8NPLM13	6218
HG	Chromebook	Dell	P22T	9XTH962	4602
HG	Chromebook	Dell	3180	7ww4kr2	5963
HG	Chromebook	Dell	3180	6s0vjr2	5953
HG	Chromebook	Dell	3180	hk15kr2	5949
HG	Chromebook	Dell	3180	j38pzm2	5784

HG	Chromebook	Dell	3180	114lzm2	5788
HG	Chromebook	Dell	3180	b115kr2	5970
HG	Chromebook	Dell	3180	21mmzm2	5837
HG	Chromebook	Dell	3180	47mmzm2	5843
HG	Chromebook	Dell	3180	8525kr2	5956
HG	Chromebook	Dell	3180	6v05kr2	5946
HG	Chromebook	Dell	3180	gp7mzm2	N/A
HG	Chromebook	Dell	3180	8x4nzm2	5836
HG	Chromebook	Dell	3180	gw75kr2	5962
HG	Chromebook	Dell	3180	dy1mzm2	5835
HG	Chromebook	Dell	3180	crwnzm2	5844
HG	Chromebook	Dell	3180	hdzmzm2	5838
HG	Chromebook	Dell	3180	9dzmzm2	5839
HG	Chromebook	Dell	3180	7p0vjr2	5960

HG	Desktop	Dell	Optiplex 3050 Micro	1B1C9N2	N/A
HG	Desktop	Dell	Optiplex 3040 Micro	8VBCRD2	5360
HG	Desktop	Dell	Optiplex 3040 Micro	FVSSSD2	5439
HG	Desktop	Dell	Optiplex 3050 Micro	4P990M2	5630
HG	Desktop	Dell	Optiplex 3050 Micro	93XCRR2	5903
HG	Desktop	Dell	Optiplex 3050 Micro	4P9C0M2	5636
HG	Desktop	Dell	Optiplex 3040 Micro	7XD1RD2	960146
HG	Desktop	Dell	Optiplex 3050 Micro	4P8F0M2	5638
HG	Desktop	Dell	Optiplex 3040 Micro	8VC7RD2	960142
HG	Desktop	Dell	Optiplex 3050 Micro	4P9F0M2	5629
HG	Desktop	Dell	Optiplex 3050 Micro	1B1B9N2	N/A
HG	Desktop	Dell	Optiplex 3050 Micro	4P980M2	5631
HG	Desktop	Dell	Optiplex 3050 Micro	93WDRR2	5908
HG	Desktop	Dell	Optiplex 3050 Micro	4P9D0M2	5635

HG	Desktop	Dell	Optiplex 3050 Micro	4P8C0M2	5634
BF	Ipad	Apple	4th Generation Mini	F4MKGUEMF193	N/A
BF	Ipad	Apple	4th Generation Mini	F4MKGUDJF193	N/A
BF	Ipad	Apple	4th Generation Mini	F4MKGE21F193	N/A
BF	Ipad	Apple	4th Generation Mini	F4LKG044F193	N/A
BF	Ipad	Apple	Ipad 2	F5XKKYG6DFHW	3860
BF	Ipad	Apple	Ipad 2	F5YKKAGTDFHW	3870
BF	Ipad	Apple	Ipad 2	F5YKK7PFDFHW	3896
BF	Ipad	Apple	Ipad 2	F5YKKB4SDFHW	3868
HG	Desktop	Dell	Optiplex 3040	7XBZQD2	5357
BF	Chromebook	Dell	3100	D2VS983	7845
BF	Tablet	Apple	Ipad Air	DMPNXJNQFK10	4378
BF	Tablet	Apple	Ipad 2	F5YKKH71DFHW	3894
BF	Tablet	Apple	Ipad 2	F5YKKAJ3DFHW	3903

BF	Tablet	Apple	Ipad 2	F5YKK9YQDFHW	3907
BF	Tablet	Apple	Ipad 2	F5YKKA6WDFHW	3865
BF	Tablet	Apple	ipad 2	F5YKK9ZPDFHW	3867
BF	Tablet	Apple	Ipad 2	F5YKK86MDFHW	3893
BF	Tablet	Apple	Ipad 2	F5YKKADBDFHW	3902
BF	Tablet	Apple	Ipad 2	F5YKK9QPDFHW	3874
BF	Tablet	Apple	Ipad 2	F5YKK8D3DFHW	3890
BF	Tablet	Apple	Ipad 2	F5YKK9VWDFHW	3883
BF	Tablet	Apple	Ipad 2	F5YKK7MKDFHW	3888
BF	Tablet	Apple	Ipad 2	F5YKK91DDDFHW	3889
BF	Tablet	Apple	Ipad 2	F5YKKACHDFHW	3904
BF	Tablet	Apple	Ipad 2	F5YKK99PDFHW	3891
BF	Tablet	Apple	Ipad 2	F5YKK8GMDDFHW	3901
BF	Tablet	Apple	Ipad 2	F5YKK98UDDFHW	3905

BF	Tablet	Apple	Ipad 2	F5YKK7VNDFFHW	3872
NF	Desktop	Dell	Dell Optiplex 3040	HT72JH2	5525
NF	Desktop	Dell	Dell Optiplex 3040	HT79JH2	5526
NF	Desktop	Dell	Dell Optiplex 3020	7FWHHB2	NA
NF	Desktop	Dell	Dell Optiplex 3020	7FWGHB2	5255
NF	Desktop	Dell	Dell Optiplex 3060	FQCZ3Y2	6110
NF	Desktop	Dell	Dell Optiplex 3050	7MKJ0M2	5640
NF	Desktop	Dell	Dell Optiplex 3040	HHQ2SD2	5455
NF	Desktop	Dell	Dell Optiplex 3040	HT71JH2	5524
NF	Desktop	Dell	Dell Optiplex 3050	FPH7KQ2	960955
NF	Desktop	Dell	Dell Optiplex 3050	GMV81S2	NA
NF	Desktop	Dell	Dell Optiplex 3050	FZ696Q2	NA
NF	Desktop	Dell	Dell Optiplex 3050	DT3NCS2	NA
NF	Desktop	Dell	Dell Optiplex 3050	D8QBIL2	NA

NF	Desktop	Dell	Dell Optiplex 3050	FZ5D6Q2	NA
NF	Desktop	Dell	Dell Optiplex 3050	DT3LCS2	NA
NF	Desktop	Dell	Dell Optiplex 3060	82WZ0T2	NA
NF	Desktop	Dell	Dell Optiplex 3060	FQB04Y2	6113
NF	Desktop	Dell	Dell Optiplex 3060	FQC14Y2	6112
NF	Desktop	Dell	Dell Optiplex 3040	HT77JH2	5527
NF	Desktop	Dell	Dell Optiplex 3060	FQB24Y2	6109
NF	Desktop	Dell	Dell Optiplex 3060	FQG14Y2	6108
NF	Desktop	Dell	Dell Optiplex 3060	FQB74Y2	6111
NF	Desktop	Dell	Dell Optiplex 3060	FQD44Y2	6106
NF	Desktop	Dell	Dell Optiplex 3060	JLQFH03	NA
NF	Desktop	Dell	Dell Optiplex 9020	GW3RD42	4583
NF	Desktop	Dell	Dell Optiplex 3060	FQG34Y2	NA
BF	Laptop	Dell	Latitude 5400	4VFRF13	19100053

ESE	Laptop	Dell	P22T	JPV6962	696
ESE	Chromebook	Dell	P22T	GSFSB62	697
ESE	Chromebook	Dell	P22T	BK8TK82	698
ESE	Chromebook	Dell	P22T	HPFQB62	700
ESE	Chromebook	Dell	P22T	1H8TK82	672
ESE	Chromebook	Dell	P22T	GQMSB62	662
ESE	Chromebook	Dell	P22T	61L6962	671
ESE	Chromebook	Dell	P22T	JLFB62	661
ESE	Chromebook	Dell	P22T	87NKK82	658
ESE	Chromebook	Dell	P22T	3NFQB62	660
ESE	Chromebook	Dell	3180	9B69LQ2	862
ESE	Chromebook	Dell	3180	2PB8MH2	778
ESE	Chromebook	Dell	3180	HM26MH2	752
ESE	Chromebook	Dell	3180	59C7MH2	460

ESE	Chromebook	Dell	3180	3328MH2	785
ESE	Chromebook	Dell	3180	J1S6MH2	779
ESE	Chromebook	Dell	P22T	97GSB62	650
ESE	Chromebook	Dell	P22T	CJNSB62	683
ESE	Chromebook	Dell	P22T	7R9RB62	684
ESE	Chromebook	Dell	P22T	H5W6962	686
ESE	Chromebook	Dell	P22T	5HNSB62	659
ESE	Chromebook	Dell	P22T	GM8TK82	685
ESE	Chromebook	Dell	P22T	DBY6MH2	772
ESE	Chromebook	Asus	C202S	H7NXCX02K05328A	NA
ESE	Chromebook	Asus	C202S	H7NXCX00N097270	8
ESE	Chromebook	Asus	C202S	H7NXCX02J874289	14
BF	Laptop	Dell	3350	57cj4c2	5335 / 13-004484
BF	Laptop	Dell	3350	f7cj4c2	5270 / 13-004492

BF	Laptop	Dell	3350	b6cj4c2	5273 / 13-004473
BF	Laptop	Dell	3350	76cj4c2	5338 / 13-004470
BF	Laptop	Dell	3350	d5cj4c2	5317 / 13-004459
BF	Laptop	Dell	3350	f9d4vb2	5233 / 13-004269
BF	Laptop	Dell	3350	9bd4vb2	5202 / 13-004281
BF	Laptop	Dell	3350	hbcj4c2	5352 / 13-004541
BF	Laptop	Dell	3350	16d4vb2	5219 / 13-004305
BF	Laptop	Dell	3350	ccd4vb2	5184 / 13-004299
BF	Laptop	Dell	3350	58d4vb2	5211 / 13-004341
BF	Laptop	Dell	3350	27d4vb2	5138 / 13-004322
BF	Laptop	Dell	3350	98d4vb2	5225 / 13-004345
BF	Laptop	Dell	3350	98cj4c2	5308 / 13-004503
BF	Laptop	Dell	3350	j7cj4c2	5283 / 13-004495
BF	Laptop	Dell	3350	1bcj4c2	5302 / 13-004527

BF	Laptop	Dell	3350	16cJ4c2	13-004464
BF	Laptop	Dell	3350	cbcJ4c2	5310 / 13-004537
BF	Laptop	Dell	3350	17cJ4c2	5285 / 13-004480
BF	Laptop	Dell	3350	9bcJ4c2	5278 / 13-004535
MNE	Chromebook	Dell	P22T	76FTB62	4836
MNP	Chromebook	Dell	P22T	CPLXK82	4846
MNP	Chromebook	Dell	P22T	6GLXK82	NA
MNP	Chromebook	Dell	P22T	1GLXK82	4800
MNP	Chromebook	Dell	P22T	JNBTB62	NA
MNP	Chromebook	Dell	P22T	6SLXK82	NA
MNP	iPad	Apple	iPad 2 A1395	DMPG97LDDFW	2739
MNP	Disk Player	Dell	K01B	CDKTA00	
BF	iPad	Apple	iPad Mini	F4LKG6RZF193	
MNE	Laptop	Dell	Latitude 5480	FFZQ7H2	960317

BF	Laptop	Dell	3330	7DYF2Z1	13-000989
BF	Laptop	Dell	3330	3VPG2Z1	13-000739
BF	Laptop	Dell	3330	gsvf2z1	13-002642
BF	Laptop	Dell	3330	9NVF2Z1	13-000599
BF	Laptop	Dell	3330	4MVF2z1	13-000578
CO	Laptop	Alienware	P69F001	8YW2FH2	960385
CO	Tablet	Apple	A1566	DMPST0L2HG5D	960158
CO	Laptop	Dell	3340	dplm782	13-004041-4759
CO	Laptop	Dell	3340	4RLM782	13-004017-4749
BF	Laptop	Dell	3330	B4WF2z1	13-002734
BF	Laptop	Dell	3330	3RVF2z1	13-000641
BF	Laptop	Dell	3330	gjvf2z1	13-001503
CO	Laptop	Dell	3340	7nlm782	13-004092-4700
BF	Laptop	Dell	3330	N/A	N/A

CO	Hard Drive	Seagate	Expansion Portable Drive	NABRXCSV	960732
BF	Laptop	Dell	3330	HCFZ21	13-002862
BF	Laptop	Dell	3330	2PVFZ21	13-000608
BF	Laptop	Dell	3330	JMVZ21	13-000590
BF	Laptop	Dell	3330	BQVFZ21	13-000632
BF	Laptop	Dell	3330	6BXFZ21	13-001415
SAE	Chromebook	Dell	3100	6X4K6C3	21-00165
SAE	Chromebook	Dell	3100	CVQM6C3	21-00320
MNE	Laptop	Dell	Latitude 5480	FFZQ7H2	960317
BF	Laptop	Dell	3330	N/A	13-001528
BF	Laptop	Dell	3330	CLGH2Z1	13-001420
BF	Laptop	Dell	3330	N/A	
MNP	Laptop	Dell	Latitude 5400	JBGRF13	19100425
BF	Laptop	Dell	3330	4RVFZ21	13-000642

BF	Laptop	Dell	3330	48MH2z1	13-003117
BF	Laptop	Dell	3330	6QVF2z1	13-000628
MNE	Laptop	Dell	Latitude 5400	CDHRF13	19100198
BF	Laptop	Dell	3330	BKPG2z1	13-001700
BF	Laptop	Dell	3330	fjyf2z1	13-001502
BF	Laptop	Dell	3330	3QVF2z1	13-000625
JPE	Laptop	Dell	Latitude 3340	B9W5F32	13-003906
BF	Laptop	Dell	3330	bkwf2z1	13-002702
BF	Laptop	Dell	3330	9MGH2z1	13-001434
JPE	Laptop	Dell	3340	GNLM782	13-004099 / 4719
JPE	Laptop	Dell	3340	D9W5F32	13-003908
JPE	Laptop	Dell	3340	GPLM782	13-004043 / 4728
BF	Laptop	Dell	3330	GNVF2z1	13-000604
BF	Laptop	Dell	3330	69XF2z1	13-001399

BF	Laptop	Dell	3330	9VPG2Z1	13-000745
BF	Laptop	Dell	3330	5MPG2Z1	13-001727
BF	Laptop	Dell	3330	CMPG2Z1	13-001733
BF	Laptop	Dell	3330	N/A	13-003054
BF	Laptop	Dell	3330	HKPG2Z1	13-001705
BF	Laptop	Dell	3330	F9XF2Z1	13-001398
BF	Laptop	Dell	3330	67VF2Z1	13-001479
BF	Laptop	Dell	3330	2WPG2Z1	13-000754
BF	Laptop	Dell	3330	56YF2Z1	13-001462
BF	Laptop	Dell	3350	79d4vb2	5136 / 13-004263
BF	Laptop	Dell	3350	45cj4c2	5281 / 13-004451
BF	Laptop	Dell	3350	4bd4vb2	5170 / 13-004276
BF	Laptop	Dell	6430u	N/A	13-000077
BF	Laptop	Dell	6430u	dfsxy1	13-000055

CO	Laptop	Dell	5400	B5HRF13	19100222
CO	Laptop	Dell	5400	3JH7353	962523
CO	Laptop	Dell	5400	CVGRF13	19100385
CO	Laptop	Dell	5400	6wfrf13	19100307
OCE	Laptop	Dell	5490	3zgwrrq2	156
CO	Desktop	Dell	Optiplex 9030 AIO	CW1HZ12	959131
CO	Laptop	Dell	5540	5nk6gx3	21-04913
CO	Laptop	Dell	5400	DXFRF13	19100185
CO	Laptop	Dell	5400	4BGRF13	19100406
CO	Laptop	Dell	Precision 7550	dkfgbc3	965007
CO	Laptop	Dell	3380	gllfb12	961321
OCE	Printer	Lexmark	MS410	S451444LM1K7TF	NA
OCE	Printer	Lexmark	MS410	S451444LM1HFM9	959705
OCE	Laptop	Dell	3540	4g4kyw3	966616

OCE	Desktop	Dell	7440 AIO	H6LQCH2	NA
CO	Laptop	Dell	5400	8B6RF13	19100116
CO	Laptop	Dell	5490	7S712X2	961690
CO	Laptop	Dell	5400	8MG7353	962636
CO	TV	Insignia	NS-24	1582K5VDSB09440	959058
BF	iPad	Apple	iPad 2	F5YKK7NJDFHW	3898
CO	Laptop	Dell	Latitude 5480	4MPXLH2	960412
CO SPED	Laptop	Dell	Latitude 3340	4C0BH52	4560
CO SPED	Laptop	Dell	Latitude 3340	9B0BH52	4555
CO	Laptop	MSI	MS-16K3	K1712N0060167	960669
?	iPad	Apple	iPad	F4LJQD2RF193	n/a
CO	Laptop	Dell	Latitude 3320	7WDBWL3	965798
ESE	Computer	Dell	Optiplex 3060		

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
Projector		Epson	Powerlite S7	M3VF921535L	
Projector		Epson	Powerlite S7	M3VF921887L	
Projector	3633	Epson	Powerlite S9	NDEF092112L	
Projector	3523	Epson	Powerlite S9	NDEF092106L	
Projector	3579	Epson	Powerlite S9	NDEF091169L	
Projector	3525	Epson	Powerlite S9	NDEF 2096L	
Projector		Hitachi	CP-D31N	F2E U00579	
Projector	3582	Epson	Powerlite S9	NDEF041178L	
Projector	3578	Epson	Powerlite S9	NDEF041154L	
Projector	3584	Epson	Powerlite S9	NDEF041161L	
Projector	3575	Epson	Powerlite S9	NDEF041177L	
Projector	3623	Epson	Powerlite S9	NDEF041166L	
Projector	2587	Epson	Powerlite S9	NDEF041165L → NDEF092098L	
Projector	3613	Epson	Powerlite S9	NDEF041165L	
Projector	3573	Epson	Powerlite S9	NDEF092113L	

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

School _____ Date _____

Principal
April Zawada

Supervisor Date 6/11/25

Bobby W. Duce III

Director of Schools Date 6/22/25

Date _____

Board Chairman

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

Notes on Disposal Method:

Signature: _____ Date: _____

SURPLUS PROPERTY DISPOSAL FORM (SPDF)

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

EQUIPMENT	TAG #	MFG. BY	MODEL #	SERIAL #	VALUE
Desktop PC A10		Dell	Optiplex 7440	G09EPD2	
Desktop PC A10		Dell	Optiplex 5270	8J20B03	
Desktop PC A10	961360	Dell	Optiplex 7450	GPSXZV2	
Desktop PC A10	100769	Dell	Optiplex 9020	6MTXC21	
Desktop PC A10	955245	Apple	IMac	W85496YMTAB	
Projector	3603	Epson	Powerlite S9	NDEF0Y2170L	
Projector	3595	EPSON	Powerlite S9	NDEF092105L	
Projector	3601	EPSON	Powerlite S9	NDEF0Y2163L	
Projector	3615	EPSON	Powerlite S9	NDEF0Y2174L	
Projector	NO.3-2010	Epson	Powerlite S9	M3VF921472L	
Projector		EPSON	Powerlite S7	M3VF921551L	
Projector	3598	Epson	Powerlite S9	NDEF092099L	
Projector	3591	EPSON	Powerlite S9	NDEF092110L	
Projector	3527	EPSON	Powerlite S9	NDEF092089L	
Projector		EPSON	Powerlite 99W	U4CK4801230	

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

Principal _____ School _____ Date _____

Supervisor *April Bawse* Date *6/11/25*

Director of Schools *Bobby N Duke III* Date *6/23/25*

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: _____

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
IPad	3872			F5YKK7VNDFHW	
IPad	3905			F5YKK98UDFHW	
IPad	3961			F5YKKB6MDFHW	
IPad	3891			F5YKK99PDFHW	
IPad	3904			F5YKKACHDFHW	
IPad	3889			F5YKK91DDFHW	
IPad	3888			F5YKKTMKDFHW	
IPad	3883			F5YKK9VWDFHW	
IPad	3890			F5YKK8D3DFHW	
IPad	3890 3874			F5YKK9QPDFHW	
IPad	3902			F5YKKA08DFHW	
IPad	3893			F5YKK86MDFHW	
IPad	3867			F5YKK9ZPDFHW	
IPad	3865			F5YKKA6WDFHW	
IPad	3907			F5YKK9YQDFHW	

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

_____ School _____ Date _____

Principal _____ Date 6/11/25

Supervisor Bobby Duke III Date 6/23/25

Director of Schools _____ Date _____

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: _____

Agenda Item Title: Board Policy 3.204, Threat Assessment Teams, on second reading

Board Meeting Date: July 22, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

During the first reading of the proposed policy revision to Board Policy 3.204, Board members requested additional guidance regarding the term “disruptive behavior.” In response, staff have reviewed statutory language and best practices to propose a working definition that distinguishes between ordinary classroom misbehavior and behaviors that may pose a safety concern or require intervention by a threat assessment team.

Staff Recommendation

Approve changes to Board Policy 3.204, Threat Assessment Teams, on second reading

Fiscal Impact

None anticipated at this time.

Connection to MCS’s Five-Year Strategic Plan

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

Murfreesboro City Schools Board

Monitoring: Review: Annually, in October	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date:
		Rescinds:	Issued: 07/25/23

1 *General*¹

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment. The Director of Schools shall appoint the members
5 of the threat assessment team. The Director of Schools shall develop administrative procedures regarding
6 the training and operations of the team to comply with state law and State Board of Education rules and
7 regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING**³

11 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
12 resulted in intervention and shall provide the information to the Director of Schools.

13 A report of the activities of the threat assessment team will be compiled and shared with the Board before
14 each regular meeting. Documents produced or obtained regarding these assessment activities will not be
15 open for public inspection.

16 **REPORTING**⁴

17 The Director of Schools shall develop a process for providing parent(s)/guardian(s) information on
18 credible threats of violence or significantly disruptive behavior directed toward or occurring on the
19 grounds of the school their student attends. Such reports shall include incidents that are reported to a
20 state or local law enforcement agency for further investigation or to assist in deescalating the situation.
21 These reports must be made within forty-eight (48) hours of the district's report to law enforcement.

22 **For purposes of this policy, “credible threat of violence” or “significantly disruptive behavior”**
23 **refers to school behavior that involves a serious expression or act (verbal, physical, or digital) of**
24 **intent to harm individuals or disrupt the broader school environment. This includes behavior that**
25 **results in, or poses a substantial risk of, violence to persons or property or significantly impacts**
26 **the safety or functioning of the school. It does not include isolated incidents of misbehavior or peer**
27 **conflict unless they escalate to involve broader safety concerns.**

- 1 At least once per quarter, the Director of Schools shall provide the Board with a report listing the total
- 2 number of incidents reported to state and local law enforcement agency requiring notice to
- 3 parent(s)/guardian(s) for the respective quarter as well as total for the year to date.

Legal References

1. [TCA 49-6-2701](#)
2. [TCA 49-6-2701\(f\)](#)
3. [TCA 49-6-2702](#)
4. [Public Acts of 2025, Chapter No. 215](#)

Cross References

- School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Agenda Item Title: Board Policy 5.110, Compensation Guides and Contracts, on second reading

Board Meeting Date: July 22, 2025

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 433 now authorizes Boards of Education to determine whether to compensate an employee's estate or designated beneficiary for unused leave time. In response, Policy 5.110 has been updated to allow *all employees*, not just teachers, to access this option, per the Board's direction on second reading.

Staff Recommendation

Approve changes to Board Policy 5.110, Compensation Guides and Contracts, on second reading

Fiscal Impact

The fiscal impact will vary depending on the number of applicable cases each year and the daily rate of the employee. Any payments made to an employee's estate or beneficiary for unused leave will be absorbed within existing budget allocations for personnel expenses.

For reference, the estate of a certified teacher with a Masters' degree and 15 years of service would receive approximately \$3,473.45 for 10 days of sick leave based on the 2025-2026 certified pay scale. The estate of a educational assistant with 9 years of experience would receive approximately \$1,434.90 for 10 days of sick leave based on the 2025-2026 classified pay scale.

Connection to MCS's Five-Year Strategic Plan

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

- **Empowered:** Every student will be empowered through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in February	Descriptor Term: Compensation Guides & Contracts	Descriptor Code: 5.110	Issued Date: 09/12/17
		Rescinds: 5.110	Issued: 05/28/24

1 Certified personnel must make a written contract with the Board at a fixed salary per month before
2 entering upon their duties.¹ The Director of Schools shall establish the salary rating of each person
3 employed and shall recommend such salary rating to the Board for its approval.²

4 Contracts for administrators and system-wide professional personnel shall include two hundred (200)
5 days of responsibility, plus twenty (20) days for each additional month assigned by the Board. Each
6 contract shall provide:³
7 1. A minimum of one hundred and eighty (180) working days;
8 2. A minimum of five (5) days for in-service education;
9 3. Ten (10) vacation days; and
10 4. Five (5) days as designated by the Board (teachers shall use one (1) day for parent-teacher
11 conferences).

12 The school calendar adopted by the Board each year shall become part of each certified employee's
13 contract.

14 **Any certified employee who seeks to take more than five (5) consecutive workdays of leave for personal
15 or professional reasons must submit a written request for extended leave in accordance with Board Policy
16 5.304. Approval of such leave is subject to the discretion of the Director of Schools and must not interfere
17 with the essential duties of the employee or the instructional needs of the district. Voluntary leave of
18 more than five (5) consecutive workdays that is not approved as extended leave under Policy 5.304 may
19 be considered unapproved leave and may result in disciplinary action, consistent with applicable law and
20 Board policy.**

21 Salaries and supplements may be paid from revenue derived from sources other than taxes, provided the
22 revenue is deposited with and salaries paid through the Board. This includes donations or contributions
23 from individual, civic or other non-school related sources of funds from individual school activity funds,
24 such as gate receipts and concessions.^{1,4}

25 Annually, the Director of Schools shall recommend a differentiated pay plan to the Board for approval.⁵
26 The plan shall follow the guidelines established by the State Board of Education and will reflect the
27 needs of the district. Once approved by the Board, the differentiated pay plan shall be submitted to the
28 Tennessee Department of Education for review and approval.

29 **BENEFICIARIES⁶**

30 **A deceased employee's estate or designated beneficiary shall be paid the value of any unused
31 accumulated leave for up to ten (10) days of accrued leave. Unless an employee designates differently,**

- 1 the beneficiary shall be the same as the beneficiary designed for receipt of retirement benefits with the
- 2 Tennessee Consolidated Retirement System.

Legal References

1. [TCA 49-2-203\(a\)\(1\)](#); [TCA 49-5-408](#)
2. [TCA 49-5-402](#)
3. [TCA 49-6-3004](#)
4. [TCA 49-6-2006\(a\)](#)
5. [TCA 49-3-306\(h\)](#)
6. [Public Acts of 2025, Chapter No. 433](#)

Cross References

- School Calendar 1.800
Revenues 2.400
Payroll 2.802
Application and Employment 5.106

Agenda Item Title: Board Policy 6.303, Questioning Students and Searches, on second reading

Board Meeting Date: July 22, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Policy 6.303 has been revised to reflect requirements under Public Chapter 244. The revised language clarifies that any search of a student must be conducted either by a school resource officer or by a school administrator who has completed the state-mandated training. The Tennessee Department of Education is responsible for developing this training.

Staff Recommendation

Approve changes to Board Policy 6.303, Questioning Students and Searches, on second reading

Fiscal Impact

No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Questioning Students and Searches	Descriptor Code: 6.303	Issued Date: 06/01/12
		Rescinds:	Issued:

1 QUESTIONING BY SCHOOL PERSONNEL

2 Students may be questioned by teachers or principals about any matter pertaining to the operation of a
3 school and/or the enforcement of its rules. Questioning must be conducted discreetly and under
4 circumstances which will avoid unnecessary embarrassment to the student. Any student who is suspected
5 or accused of misconduct and answers falsely or evasively, or refuses to answer a question regarding his
6 or her misconduct may be subject to disciplinary action, up to and including suspension.

7 If a student is suspected or accused of misconduct or infraction of the student code of conduct, the
8 principal may **interrogate question** the student without the presence of parent(s)/guardian(s).

9 INTERROGATIONS BY POLICE AT **ADMINISTRATOR'S PRINCIPAL'S** REQUEST

10 If the principal has requested assistance by law enforcement to investigate a crime involving the school,
11 the police may interrogate a student suspect in school during school hours. The principal shall first
12 attempt to notify the parent(s)/guardian(s) of the student unless circumstances require otherwise.
13 However, the interrogation may proceed without attendance of the parent(s)/guardian(s), but the
14 principal/designee shall be present during the interrogation.¹ The use of policewomen or female staff
15 members is preferred in the interrogation of female students.

16 POLICE-INITIATED INTERROGATIONS

17 If the police deem circumstances of sufficient urgency to interrogate students at school for unrelated
18 crimes committed outside of school hours, the police department should first contact the principal
19 regarding the planned interrogation and inform him/her of the probable cause to investigate. In the
20 exercise of the duty to supervise the operation of the school, a principal has discretion in deciding
21 whether to allow the interrogation on school property, unless immediate police access to the student is
22 required by law, court order, warrant, or an exigent circumstance justifying dispensation with the
23 requirement to obtain a warrant.²

24 The principal shall make reasonable efforts to notify the parent(s)/guardian(s) of the interrogation
25 unless circumstances require otherwise. The interrogation may proceed without attendance of the
26 parent(s)/guardian(s) if permission to do so has been given by the parent(s)/guardian(s), but the
27 principal/designee shall be present during the interrogation. The use of policewomen or female staff
28 members is preferred in the interrogation of female students.

1 SEARCHES BY SCHOOL PERSONNEL

2 The school principal shall authorize all searches at the outset per state law.³ All principal-initiated
3 searches shall be conducted by a school administrator or a school resource officer who has completed
4 the State-required training.⁴ The following conditions shall apply to principal-initiated searches:

- 5 1. All the following standards of reasonableness must be met:
 - 6 a. A particular student has violated school policy;
 - 7 b. The search will yield evidence of the violation of school policy or will lead to finding
8 dangerous weapons, drugs, or drug paraphernalia;
 - 9 c. The search is in pursuit of legitimate interests of the school in maintaining order,
10 discipline, safety, supervision, and education;
 - 11 d. The search is not conducted for the sole purpose of discovering evidence to be used in
12 criminal prosecution; and
 - 13 e. The search shall be reasonably related to the objectives of the search and not
14 excessively intrusive considering the age and sex of the student as well as the nature of
15 the alleged infraction;⁵
- 16 2. A **trained** school administrator shall be on-site at any principal-initiated search;
- 17 3. A **trained** school administrator shall oversee the search and may end the search at any time; and
- 18 4. The principal must notify the student's parent or guardian within a reasonable time of the
19 search.⁴

23 If a school resource officer searches a student, based on having probable cause, the principal shall
24 notify the Director of Schools/designee.⁶

25 ~~Any principal or principal's designee, having reasonable suspicion may search any student, place, or
26 thing on school property or in the actual or constructive possession of any student during any organized
27 school activity off campus, including buses, vehicles of students or visitors (Notice shall be posted in
28 the school parking lot that vehicles parked on school property by students or visitors are subject to search
29 for drugs, drug paraphernalia, or dangerous weapons), and containers or packages if the principal
30 receives information which would cause a reasonable belief that the search will lead to the discovery of:~~

- 31 ~~1. Evidence of any violation of the law;~~
- 32 ~~2. Evidence of any violation of school rules or regulations or proper standards of student or faculty
33 conduct;~~
- 34 ~~3. Any object or substance which, because of its presence, presents an immediate danger or harm
35 or illness to any person.~~

36 ~~The search must be authorized by the principal, and that authority may not be delegated to a school
37 employee.~~

38 ~~A student using a locker that is the property of the school system has a very low expectation of privacy
39 in an assigned school locker and its contents. All lockers or other storage areas provided for student use
40 on school premises remain the property of the school system and are provided for the use of students~~

1 ~~subject to inspection, access for maintenance, and search. Notice shall be posted in each school that~~
2 ~~lockers and other storage areas are school property and are subject to search.~~

3 ~~A student may be subject to physical search or a student's pocket, purse, or other container may be~~
4 ~~required to be emptied because of the results of a locker search or because of information received from~~
5 ~~a teacher, staff member, or other student if such action is reasonable to the principal. All of the following~~
6 ~~standards of reasonableness shall be met:~~

- 7 ~~1. A particular student is reasonably believed to have violated policy;~~
- 8 ~~2. The search could be expected to yield evidence of the violation of school policy or disclosure of~~
9 ~~a dangerous weapon or drug;~~
- 10 ~~3. The search is in pursuit of legitimate interests of the school in maintaining order, discipline,~~
11 ~~safety, supervision, and education of students;~~
- 12 ~~4. The primary purpose of the search is not to collect evidence for a criminal prosecution; and~~
- 13 ~~5. The search shall be reasonable, related to the objectives of the search, and not excessively~~
14 ~~intrusive in light of the age and sex of the student, as well as the nature of the infraction alleged~~
15 ~~to have been committed.~~

16 ~~School officials may conduct hand-held or walk-through metal detector checks of a student's person or~~
17 ~~personal effects. Anything found in the course of the search conducted in accordance with this policy~~
18 ~~which is evidence of a violation of the law or a violation of student conduct standards may be:~~

- 19 ~~1. Seized and admitted as evidence in any hearing, trial, suspension or dismissal proceeding. It~~
20 ~~should be tagged for identification at the time it is seized and kept in a secure place by the~~
21 ~~principal or the principal's designee until it is presented at the hearing. At the discretion of the~~
22 ~~principal, the items seized may be returned to the parent or guardian of a student or, if it has no~~
23 ~~significant value, the item may be destroyed but only with the express written permission of the~~
24 ~~Director of Schools.~~
- 25
- 26 ~~2. Any seized item may be turned over to any law enforcement officer. Any dangerous weapon or~~
27 ~~drug as defined in TCA 49-6-4202 shall immediately be turned over to an appropriate law~~
28 ~~enforcement official.~~

29 ~~If the principal has received reliable information which the principal believes to be true that evidence of~~
30 ~~a crime or of stolen goods, not involving school property of members of the school staff or student body,~~
31 ~~is located on school property and that any search for such evidence or goods would be unrelated to school~~
32 ~~discipline or to the health and safety of a student or the student body, the principal or designee shall~~
33 ~~request police assistance.~~

34 ~~Whenever the possibility of uncovering evidence of a criminal nature exists, the principal or designee~~
35 ~~may request the assistance of a law enforcement officer.~~

36 In order to ensure a safe and secure learning environment, the Director of Schools shall develop
37 procedures regarding the searching of students, lockers, vehicles, and containers which are consistent
38 with state law. The Director of Schools shall develop additional procedures to ensure compliance with
39 all of the provisions of the School Security Act of 1981.²

1

Legal References

1. [TCA 49-6-4203\(b\)](#)
2. [TCA 49-6-4201](#); [Tenn. Op. Att’y Gen. No. 14-21 \(February 24, 2014\)](#)
3. [TCA 49-6-4204\(a\)](#); [TCA 49-6-4205\(a\)](#)
4. [Public Acts of 2025, Chapter No. 244](#)
5. [TCA 49-6-4205\(b\)](#)
6. [State v. R.D.S., No. M200801724COAR3JV, 2009 WL 2136324, at *1 \(Tenn. Ct. App. July 16, 2009\)](#)

Cross References

Traffic and Parking Controls 3.403
Procedural Due Process 6.302
Reporting Child Abuse 6.409

Agenda Item Title: Board Policy 6.312, Use of Personal Communications Devices in School, on second reading

Board Meeting Date: July 22, 2025

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The revised Policy 6.312 is presented for second reading to comply with Public Chapter 103, which requires districts to restrict student use of personal communication devices in instructional settings unless specific statutory exceptions apply. In addition to the legally required elements, the revised policy includes a Board-requested exception permitting student use of devices to document conduct the student reasonably believes violates law, board policy, or school rules. This exception is conditioned on the recording not being disruptive, not violating the privacy rights of other students under FERPA, and being promptly reported to a school official.

Staff Recommendation

Approve changes to Board Policy 6.312, Use of Personal Communications Devices in School, on second reading

Fiscal Impact

No fiscal impact anticipated

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in April	Descriptor Term: Use of Personal Communication Devices in School	Descriptor Code: 6.312	Issued Date: Click here to enter a date.
		Rescinds: STU 43	Issued: 06/12/19

1 **DEFINITION**

2 *A Personal Communication or Electronic Device (PCED) includes any item that can send, receive,*
3 *store, or display messages, images, sounds, or data, between two (2) or more parties. This includes, but*
4 *is not limited to:*

- 5 • Cell phones
- 6 • Tablets, iPads, Gaming devices
- 7 • Laptops, netbooks
- 8 • iPods, MP3 players, CD players
- 9 • Smartwatches, smart rings, smart glasses, or other wearable technology

10 Devices with capabilities for calling, messaging, recording, streaming, or connecting to wireless
11 networks are all considered PCEDs.

12 ~~PCEDs and PEDs including but not limited to CD players, iPods, MP3 players, netbooks, laptop or~~
13 ~~notebook computers or iPads shall be stored in backpacks, purses, or personal carry-alls. PCEDs and~~
14 ~~PEDs shall be silenced or turned off unless permission is granted otherwise as follows an exception~~
15 ~~below applies. However, the use of the devices is forbidden during the academic day, on a school-~~
16 ~~sponsored trip, or during ESP unless approved by the principal or the principal's designee or the ESP~~
17 ~~site director or ESP site director's designee. This is not intended to discourage the use of these devices~~
18 ~~for instructional purposes, but to establish parameters and appropriate oversight for their use.~~

19
20 Unless explicitly authorized in accordance with the exceptions outlined herein, all PCEDs shall remain
21 powered off or set to silent mode and securely stored out of view (e.g., in backpacks, purses, or
22 personal belongings) during the following periods and settings:

- 23 • The instructional day;
- 24 • Any school-sponsored trip or event;
- 25 • Participation in the Extended School Program (ESP);
- 26 • On the school bus, if applicable.

27 This provision is intended to promote an environment conducive to learning while preserving the
28 potential for educational or accessibility-based use under appropriate supervision.

29 A student may, however, be permitted to utilize PCED under the following circumstances: ¹

- 30 1. In case of emergency;
- 31 2. When authorized by a teacher;
- 32 3. To manage the student's health, as documented in the student's individual healthcare plan;
- 33 4. When the possession or use is required by the student's individual education program, 504
34 plan, or individual learning plan; or

- 1 5. When the device is being used by a student with a disability for the operation of assistive
2 technology to increase, maintain, or improve the student's functional capabilities.

3 **INAPPROPRIATE USE OF PCD, PED AND/OR ELECTRONIC DEVICES**

4 ~~In addition to the parameters established above, use of a PCD or PED to bully, harass or intimidate~~
5 ~~others will be subject to related disciplinary action. Using a PCD or PED for any illicit activity~~
6 ~~including but not limited to take, disseminate, transfer, or share obscene, pornographic, lewd, or~~
7 ~~otherwise illegal images, photographs, or similar material whether by electronic data transfer or~~
8 ~~otherwise may constitute a crime under State and/or Federal law. Any student taking, disseminating,~~
9 ~~transferring, possessing or sharing obscene, pornographic, lewd, illegal, or otherwise inappropriate~~
10 ~~images or photographs of other students or any other underage individual at school, on a school bus or~~
11 ~~while attending any school event or activity will be subject to the disciplinary procedures of the school~~
12 ~~district and reported to law enforcement and other appropriate State or Federal agencies. PCDs and~~
13 ~~PEDs shall not be used to record and/or video school personnel or students without the principal's or~~
14 ~~principal's designee's permission.~~

15 The use of PCDs for any unauthorized, disruptive, or unlawful purpose is strictly prohibited. This
16 includes, but is not limited to, the following:

- 17 • Engaging in bullying, harassment, or intimidation through digital means;
- 18 • Capturing, possessing, transmitting, or distributing obscene, pornographic, lewd, or otherwise
19 unlawful images or content, whether electronically or by other means;
- 20 • Recording, photographing, or live-streaming students, staff, or school activities without the
21 express consent of the principal or the principal's designee.

22 Such actions may violate local, state, or federal laws and will result in disciplinary action in
23 accordance with district policy. Where applicable, incidents will be referred to law enforcement and/or
24 child protection agencies.

25 The District reserves the right to confiscate any device used in violation of this policy. Continued or
26 egregious misuse may result in loss of device privileges and additional disciplinary measures.

27
28 Any school employee who discovers a student using, accessing, or displaying a ~~PCD, PED, or~~
29 ~~electronic device~~ PCD in violation of this policy shall report the violation to the principal. The device
30 will be confiscated. Improper use or storage of PCDs may result in confiscation of the device until it
31 can be released directly to a student's parents and/or guardians. A student in violation of this policy is
32 subject to related disciplinary action. **When reviewing a potential violation, the principal may consider**
33 **whether the student was using the device for the purpose of documenting conduct that violates law,**
34 **Board policy, or school rules, and whether the student reported the conduct promptly to a teacher,**
35 **administrator, or other school official. The use of the device must not have been disruptive or**
36 **interfered with the rights or privacy of others.**

37
38 ~~Students may use cell phones while attending after school activities, not including ESP, with~~
39 ~~permission of staff.~~

40 Cell phones or any other personal communication devices are not to be used, accessed or displayed
41 while on any school bus.

1 Possession of a cell phone under the circumstances set forth in this policy is a privilege which may be
2 forfeited by a student who fails to abide by the terms of this policy.

3 The Murfreesboro City School Board, its schools, nor its employees assume any responsibility or
4 liability for the loss of or damage to any student's personal communication device, or for the
5 unauthorized use of a student's personal communication device.

6 **EMERGENCY COMMUNICATION PLAN**

7 In the event of an emergency or possible emergency occurring at school, parent(s) and guardian(s) will
8 be notified through the district's official mass communication system (all-call). This system is
9 designed to provide timely and accurate information via phone, email, and/or text message, depending
10 on the contact information on file.¹

Legal References

1. [Public Acts of 2025, Chapter No. 103](#)

Cross References

Code of Conduct 6.300

Agenda Item Title: Memorandum of Understanding with Murfreesboro Police Department for School Resource Officer Services

Board Meeting Date: July 22, 2025

Department: Director's Office

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The proposed Memorandum of Understanding (MOU) between MCS and the Murfreesboro Police Department outlines the provision of School Resource Officer (SRO) services for the 2025-2026 school year. This annual agreement establishes the responsibilities, scope of services, and expectations for collaboration between law enforcement and school personnel to ensure a safe and secure learning environment. The MOU has been reviewed by both parties and reflects continued alignment with best practices for school-based policing and the unique needs of our school community.

Staff Recommendation

Approval of the Memorandum of Understanding with the Murfreesboro Police Department for School Resource Officer services for the 2025-2026 school year.

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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

**MEMORANDUM OF UNDERSTANDING
FOR THE
SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN
MURFREESBORO CITY SCHOOL BOARD
AND
CITY OF MURFREESBORO**

This Memorandum of Understanding between the Murfreesboro City School Board (“MCS”) and the City of Murfreesboro (“City”) outlines the basic parameters of the School Resource Officer Program (“SROP”).

1. The SROP has been approved and funded by the Murfreesboro City Council to provide Officers to MCS in recognition of the SROP to MCS, its pupils, parents, and employees.
2. The SROP is funded for FY2024-25 and is subject to continued funding each budget year.
3. MPD will assign a police officer to each of MCS schools (“SROs”) and designate additional officers to serve as substitutes in the event of an officer’s absence. SROs may be temporarily assigned by MPD during school holidays and vacations, police related training, and/or during periods of public safety emergencies. Each SRO will wear the uniform prescribed by the MPD and carry their assigned duty weapon while at school.
4. SRO Duties and Responsibilities:
 - a. SROs will instruct specialized short-term programs and age-appropriate alcohol and drug education, either at their assigned schools or at other schools when directed by the SRO supervisor.
 - b. SROs will present law enforcement presentations and materials to MCS administration, faculty, and pupils after coordinating and securing permission from MCS administration.
 - c. SROs will be available for conferences with students, parents, and faculty members to assist with law enforcement or crime prevention issues.
 - d. SROs will be familiar with community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers. SROs may make referrals to such agencies and, when necessary, function as a resource person to assist student, faculty, and school staff.
 - e. SROs will assist the principal in developing plans and strategies to prevent or minimize dangerous situations that may occur on campus or during school sponsored events.
 - f. Should formal police action become necessary and involve students, SROs will adhere to MPD policies and procedures, which will be consistent with the legal requirements regarding such investigations and interviews. Confidential information obtained pursuant to Chapter 37, Tennessee Code Annotated (proceeding relating to juveniles), will not be disclosed except by law or court order. SROs shall make the principal of the school and the director of schools aware of such actions prior to the action occurring unless emergency circumstances prevent such prior notice. Notice will be provided as soon as possible to the principal of the school and director of schools in emergency circumstances.

- g. SROs will take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions to the extent that SROs may do so under the authority of law. SROs may be assigned investigations relating to criminal activity that occurs in or near schools to which SROs are assigned.
 - h. SROs will give assistance to other law enforcement officers in matters regarding the SRO's school assignment and any overtime payments necessitated thereby will be paid from the City's budgeted funding.
 - i. SROs will maintain detailed and accurate records of the operation of the SRO Program and make them available to MCS administration to the extent such information is not part of a criminal investigation or otherwise confidential.
 - j. SROs are not school disciplinarians; provided, if a principal believes an incident is a violation of the law, the SRO will determine if law enforcement action is appropriate.
 - k. SROs may assist with monitoring the arrival and dismissal of students, including patrolling the parking lots to ensure student safety and assisting in monitoring school grounds.
 - l. SROs will provide law enforcement and conduct routine patrols of the school property to include buildings, playgrounds, parking lots, and areas adjacent to the school for suspicious and/or unlawful activity.
 - m. SROs will not serve as lunchroom monitors or hall monitors or be assigned bus duties, or traffic control during student drop-off and pick-up. If there is a problem in one of these areas, the SRO may temporarily assist the school until the problem is resolved.
 - n. Exception to the duties listed herein must be approved by the Chief of Police, Director of Schools, and Principal.
5. MPD will assign a full-time supervisor to oversee the SROs, to perform scheduled or non-scheduled visits to the schools, and to work with the MCS administration to implement programs. The supervisor will:
- a. Respond to a serious incident at campuses;
 - b. Provide backup to assist SROs with serious incidents at schools;
 - c. Assist SROs with special projects and school related criminal investigations that may require follow-up of leads or contacts off-campus;
 - d. Approve reports, provide leadership, training, direction, evaluation, analyze campus statistics and problem areas, and establish rapport with the MCS administration;
 - e. Refer criminal investigations related to MCS employees where students are the complainant or victim to the Criminal Investigations Division Commander;
 - f. Conduct annual training of staff on safety exercises and any other applicable training; and
 - g. Serve as liaison with the School Board.
6. SROs will be on campus from ½ hour prior to the start of classes until ½ hour after classes are dismissed or until any ongoing situation is resolved. SROs may be temporarily assigned by MPD during school holidays and vacations, police related training, and/or during periods of public safety emergencies. Regular SROP hours may be adjusted by the SRO supervisor to cover a scheduled school related activity requiring the presence of a law enforcement officer. Overtime hours for SROs may only be authorized by the SRO supervisor and will be paid from the City's budgeted funding. SROs who enter into a contractual

agreement with MCS for coaching duties, or after school programs will be paid by MCS in accordance with MCS's established procedures.

- 7. MCS will provide to the full-time SRO the following necessary for performance of the SRO's duties:
 - a. Subject to school capacity, a private workspace, but at minimum access to an air conditioned and properly lit workstation, including a telephone.
 - b. A desk with drawers, a chair, a filing cabinet which can be properly locked and secured, and usual office supplies.
- 8. SROs remain employees of the City and are not loaned employees of MCS. Supervision of SROs remains with MPD command and SROs are solely subject to the General Orders of MPD and the Policies and Procedures of the City.
- 9. If a principal determines that an SRO is not effectively performing the SRO's duties, the principal may recommend to the Director of Schools that the SRO be removed from the school. The request will be in writing and specify the reasons supporting the request. The Director of Schools will inform the SRO supervisor of the principal's request. The Director of Schools and the Chief will determine the appropriate action to resolve the situation.
- 10. This memorandum may be terminated at any time by either the City or MCS. The City will provide adequate notice of termination to allow MCS to implement other school safety measures.

CITY OF MURFREESBORO on behalf of the MURFREESBORO POLICE DEPARTMENT

DocuSigned by:

Darren W. Gore

2430FEE78DZA4B9...

Darren Gore, City Manager

DocuSigned by:

Michael Bowen

66F17CACBD0C439...

Michael Bowen, Chief of Police

APPROVED AS TO FORM:

DocuSigned by:

Adam Tucker

43A2035E51F9401...

Adam F. Tucker, City Attorney

MURFREESBORO CITY SCHOOL BOARD

DocuSigned by:

Bobby N. Duke, III

1A6D87E0C62041F...

Dr. Bobby N. Duke, III, Director of City Schools

Agenda Item Title: FY26 General Purpose Budget Amendment

Board Meeting Date: July 22, 2025

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment transfers \$122,415 of previously approved expenditures within the support – special education category to pay for a portion of the new contract with Project Play therapy. The contract will provide a team of four Registered Behavior Technicians (RBT) and one Board-Certified Behavior Analyst (BCBA) to serve students with behavioral needs. The transfer adjustment transfers funds previously approved for behavioral staffing that will not be filled.

Staff Recommendation

To approve the FY26 budget amendment to recognize the transfer of expenditures to cover the new contract for the upcoming school year.

Fiscal Impact

Recognize the transfer of \$122,415 for the contracted services and to cover a portion of the contract for \$299,950 with Project Play. There is no impact to fund balance.

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro

City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

Budget Fiscal Year FY2026 General Purpose Fund 141

Account	Description	Increase	Decrease
141 E 72220 189	OTHER SALARIES & WAGES	-	91,445
141 E 72220 201	SOCIAL SECURITY	-	5,670
141 E 72220 204	STATE RETIREMENT	-	11,130
141 E 72220 207	MEDICAL INSURANCE	-	12,540
141 E 72220 208	DENTAL INSURANCE	-	305
141 E 72220 212	MEDICARE	-	1,325
141 E 72220 399	OTHER CONTRACTED SERVICES	122,415	-
Total		\$ 122,415	\$ 122,415

Explanation: To transfer \$122,415 in previously approved funds within the salary and benefits line items and transfer to other contracted services. This will be used for a new contract with Project Play for the fiscal year.

Dan O'Connell 7/17/25
 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W. Duke III</u>	<u>7/17/25</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: StaffEZ Master Contracting Agreement for Staffing Services

Board Meeting Date: July 22, 2025

Department: Human Resources

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS seeks Board approval to enter into a contract with StaffEZ to provide staffing services across a variety of employment categories, including instructional, administrative, custodial, cafeteria, and coaching roles. The agreement allows the district to utilize StaffEZ for both full-time and interim staffing needs. StaffEZ will charge administrative fees based on a markup percentage per employee classification. These rates include a 25% contract fee for classroom, administrative, and professional staff.

Staff Recommendation

Approve the proposed contract with StaffEZ

Fiscal Impact

Costs will be incurred based on staffing utilization, using budgeted general fund and departmental allocations. Final invoicing will reflect agreed-upon rates for specific roles and services as needed.

Connection to MCS's Five-Year Strategic Plan

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- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



This Amendment (the "AMENDMENT") is made and entered into by and between _____ ("CUSTOMER") and StaffEZ of Tennessee, LLC ("COMPANY") and constitutes an amendment to the Master Contracting Agreement ("AGREEMENT") between CUSTOMER and COMPANY dated _____, 20__ (__ / __ / ____).

The parties mutually agree to the following terms:

- 1. Section 7 of the AGREEMENT is hereby deleted in its entirety and replaced in its entirety with the following:

7. **Direct Hiring of Permanent Employees.** If the CUSTOMER should desire to make an offer of direct employment to 1) any candidate COMPANY has recruited, 2) any candidate COMPANY has submitted to the district for consideration for placement, or 3) any employee currently approved to work or actively working for COMPANY, then they may do so at any time. For any of the afore mentioned candidates or employees of COMPANY that are directly hired by CUSTOMER, CUSTOMER agrees to pay a direct hire recruitment fee based on a percentage of total gross annual compensation offered to each employee directly hired. Total gross annual compensation is defined here as the total annualized value of all salary, contributory benefits paid, local, state or federal pension contributions or similar retirement account matching contributions, and any other ancillary benefits or perks not specifically mentioned here added together. The amount of the fee will be adjusted downward based on the monthly longevity of service for the employee with COMPANY. The amount of the fee will be ten thousand dollars (\$10,000) if hired prior to or during the first 12 months of employment with COMPANY, seven thousand and five hundred dollars (\$7,500) if hired during the second 12 months of employment with COMPANY, five thousand dollars (\$5,000) if hired during the third 12 months of employment with COMPANY and will be completely waived by COMPANY for any employees directly hired by CUSTOMER after 36 months of employment with COMPANY. CUSTOMER will notify COMPANY of any direct offer of employment made to one of the afore mentioned candidates or employees. Within thirty (30) days of the acceptance of a direct offer of employment, CUSTOMER will share any and all applicable documentation to support a reliable calculation of the direct hire fee can be made. COMPANY will provide CUSTOMER with a separate invoice for any direct hire fees it incurs during the contractual relationship. The provisions contained in this section 7 of this AGREEMENT shall survive the termination of this AGREEMENT.

- 2. This Amendment shall take effect on _____ (__ / __ / ____).

- 3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail. All capitalized terms or other contractual terms not defined herein shall have the meaning ascribed thereto in the AGREEMENT.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Amendment 1 to Master Contracting Agreement

Form Revision Date: July 2025

Page 2 of 2

Signatures. IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this AGREEMENT by the signatures of their authorized representatives on the date set forth above.

2-Party AGREEMENT by and between COMPANY and CUSTOMER

CUSTOMER	
Customer Name	
Name	
Signature	
Title	
Date	

COMPANY	
Company Name	StaffEZ of Tennessee LLC
Name	H. Evan Bledsoe
Signature	
Title	President
Date	



This Master Contracting Agreement ("AGREEMENT") is being made between _____ a local education agency/school district ("CUSTOMER") and StaffEZ of Tennessee, LLC, a Tennessee Limited Liability Company ("COMPANY"). The terms contained in this portion of the AGREEMENT pertain to the class(es) of staffed positions that COMPANY provides to CUSTOMER via the Contracted Services AGREEMENT(s) ("CSA").

The parties mutually agree to the following terms:

1. **Term and Termination.** The initial term of this Agreement will begin on _____, _____ (___ / ___ / ___) and will expire on June 30th, 2025 (06/30/2025). Following the initial term, this Agreement will continue to renew annually for additional one (1) year periods until such time as it is either terminated by one of both of the parties or it is superseded by another agreement.

CUSTOMER or COMPANY shall have the right to terminate this AGREEMENT prior to the expiration of the term hereof for any reason (or no reason) upon ninety (90) days prior written notice to the other party. CUSTOMER or COMPANY shall have the right to terminate at any time for just cause.

2. **Scope of Work.** The work responsibilities of both COMPANY and CUSTOMER include but are not limited to the following:

COMPANY Responsibilities

- a) Advertise, recruit, and screen, hire, and train as directed to fill all open positions requested by CUSTOMER
- b) Facilitate ongoing applicant and new candidate orientation meetings as needed throughout the school year.
- c) Manage the candidate placements into employee or contractor roles and locations outlined by CUSTOMER
- d) Maintain COMPANY Employee or Contractor (collectively "CONTRACTED PERSONNEL") files based on all Federal and State guidelines.
- e) Manage all CONTRACTED PERSONNEL related inquiries, adjustments, and changes.
- f) Pay any approved Employees as W2 workers as services are provided to CUSTOMER.
- g) Pay any approved Contractors as 1099 contractors as services are provided to CUSTOMER and approved.
- h) Discipline, Correct and/or remove CONTRACTED PERSONNEL if notified minimum performance levels are not met or if informed by CUSTOMER that CONTRACTED PERSONNEL are suspended or barred from CUSTOMER's property.

CUSTOMER Responsibilities

- a) Make on time payments of invoices for contracted services as outlined in this contract.
- b) Advise COMPANY of any open positions it would like to have contractually staffed, would like assistance in recruiting to fill the position, or any employees or contractors CUSTOMER desires to be placed into a position.
- c) Supply specific worksite policies and procedures, i.e., building lockdown, fire, tornado, etc.
- d) Timely approval and communication of any payroll related reports and report any adjustments as needed.
- e) Provide any necessary Corrective Action Form(s) notifications for any CONTRACTED PERSONNEL as needed.

3. **COMPANY as Sole Employer.** The parties understand that all contracted employees of COMPANY who are assigned to CUSTOMER are "at-will" employees of COMPANY. COMPANY shall pay, and CUSTOMER shall not be liable for, all salaries, wages, legally mandated benefits, payroll and other taxes to or on account of each such employee arising out of or resulting from services performed pursuant to this AGREEMENT. CUSTOMER agrees not to make any payments to a COMPANY employee during the term of this AGREEMENT without the prior written consent of COMPANY. The COMPANY employee shall not receive any compensation, benefits, or other amenities in any form from CUSTOMER. Special expenses separate of salaries and wages, when valid, necessary, specified and pre-approved by CUSTOMER may be billed to CUSTOMER by COMPANY. This section does not restrict CUSTOMER from hiring CONTRACTED PERSONNEL for part-time coaching and/or extra-curricular sponsor roles at any school.

4. **Affordable Care Act.** COMPANY is 100% responsible for all costs and compliance associated with the Affordable Care Act for COMPANY employees.

5. **Corrective Action of Performance.** Any request for discipline, correction or termination of CONTRACTED PERSONNEL must be initiated via the submission of a Corrective Action Form by CUSTOMER. CUSTOMER may, at any time, submit a Corrective Action form to COMPANY detailing any concerns regarding the performance of any CONTRACTED PERSONNEL. COMPANY will review each Corrective Action and act accordingly. CUSTOMER staff are not permitted to discipline or terminate a the relationship of CONTRACTED PERSONNEL. All disciplinary action must come directly from COMPANY and COMPANY will detail the resolution of each matter to CUSTOMER. However, CUSTOMER retains unilateral discretion to suspend or remove CONTRACTED PERSONNEL from CUSTOMER's property at any time due to safety concerns.

6. **Exigent Circumstances.** If CUSTOMER has any reason to believe that any CONTRACTED PERSONNEL is posing a threat to others, or violating state or federal law, or policies and best practices of the CUSTOMER, CUSTOMER will immediately remove that CONTRACTED PERSONNEL from the premises and notify COMPANY of the situation as soon as possible. COMPANY will communicate with its CONTRACTED PERSONNEL as soon as possible and begin an investigation. The initial notification from CUSTOMER must be followed up by the submission of a Corrective Action form for purposes of documentation. Corrective Action forms serve as the basis for COMPANY to review and evaluate performance issues with CONTRACTED PERSONNEL.

7. **Direct Hiring of Permanent Employees.** If the CUSTOMER should desire to make an offer of direct employment to 1) any candidate COMPANY has recruited, 2) any candidate COMPANY has submitted to the district for consideration for placement, or 3) any employee currently approved to work or actively working for COMPANY, then they may do so at any time. For any of the afore mentioned candidates or employees of COMPANY that are directly hired by CUSTOMER, CUSTOMER agrees to pay a direct hire recruitment fee based on a percentage of total gross annual compensation offered to each employee directly hired. Total gross annual compensation is defined here as the total annualized value of all salary, contributory benefits paid, local, state or federal pension contributions or similar retirement account matching contributions, and any other ancillary benefits or perks not specifically mentioned here added together. The amount of the fee will be adjusted downward based on the monthly longevity of service for the employee with COMPANY. The amount of the fee will be 36% if hired prior to or during the first 12 months of employment with COMPANY, 24% if hired during the second 12 months of employment with COMPANY, 12% if hired during the third 12 months of employment with COMPANY and will be completely waived by COMPANY for any employees directly hired by CUSTOMER after 36 months of employment with COMPANY. CUSTOMER will notify COMPANY of any direct offer of employment made to one of the afore mentioned candidates or employees. Within thirty (30) days of the acceptance of a direct offer of employment, CUSTOMER will share any and all applicable documentation to support a reliable calculation of the direct hire fee can be made. COMPANY will provide CUSTOMER with a separate invoice for any direct hire fees it incurs during the contractual relationship. The provisions contained in this section 7 of this AGREEMENT shall survive the termination of this AGREEMENT.



8. **Direct Hiring of Substitutes out of Substitute Pools.** CUSTOMER may hire substitute teachers out of the pool of available substitutes for placement in full time roles within the district at any time. If CUSTOMER hires a substitute directly out of the pool of available substitute teachers prior to that substitute fulfilling 30 assignments of work with COMPANY then CUSTOMER agrees to pay COMPANY a recruitment fee of two hundred and fifty dollars (\$250). CUSTOMER understands and agrees that directly hiring out of the pool of available substitutes may impact the overall size of the pool of substitutes available to accept temporary assignment in substitute teacher roles. CUSTOMER further understands that this may have an impact on the overall fill rate of substitute teacher assignments filled.

9. **Invoicing & Payments.** COMPANY shall submit invoices for CONTRACTED PERSONNEL and any other services to CUSTOMER on a timely basis. Along with all invoices COMPANY will provide both "excel" and "pdf" accessible versions of any invoicing details. CUSTOMER shall pay the full invoiced amount Net 30 of receiving the invoice. Payments may be made by check, direct wire transfer, ACH or bank draft. Customer may also choose to pay outstanding invoices via Procurement Card. For any invoices paid via Procurement Card, CUSTOMER agrees to pay an additional transaction surcharge fee of three percent (3%) on top of the total amount being paid via the procurement card.

If CUSTOMER fails to make full, timely payment against COMPANY invoices or make other, acceptable payment arrangements, COMPANY reserves the right to immediately suspend any or all services until payment or acceptable arrangements are made with COMPANY.

10. **Permits, Laws and Regulations.** COMPANY shall obtain and pay for all necessary business permits. COMPANY and CUSTOMER shall comply with all applicable laws and regulations while executing this AGREEMENT, without limitation, the Fair Labor Standards Act (FLSA), Family Medical Leave Act (FMLA), Fair Credit Reporting Act, and any and all applicable Federal and State laws. Changes to State and Federal law that affect this contract will be implemented without the need for mutual AGREEMENT in writing and require notification only.

11. **Warranty.** COMPANY warrants that the services provided hereunder shall conform to the standards of care and practice appropriate for employers in managing staff while under contract and warrants that CONTRACTED PERSONNEL who are serving within CUSTOMER facilities shall agree to conform to the qualifications, expectations and standards of care that are characteristic of CUSTOMER's own employees.

COMPANY approves CONTRACTED PERSONNEL for specific roles inside of CUSTOMER's facilities. If CUSTOMER chooses to utilize an individual in a capacity for which the individual has not been approved by COMPANY, CUSTOMER automatically accepts liability for that individual and responsibility for compensating that individual. COMPANY does not accept liability for the individual or responsibility for compensating the individual nor will COMPANY warrant the services provided by that individual. Company does not have any liability for any actions taken or performed by CONTRACTED PERSONNEL for CUSTOMER outside of those specified.

12. **Insurance.** COMPANY shall maintain in effect at all times during the term of this AGREEMENT, with insurers licensed to do business in the applicable state(s), and shall upon request, furnish satisfactory evidence to the other party of the following insurance coverage:

a. Commercial General Liability Insurance on an "occurrence" basis with limits of liability not less than one million dollars (\$1,000,000) per occurrence and/or aggregate combined single limit, for personal injury, bodily injury and property damage liability.

b. Workers' Compensation Insurance including Employers Liability coverage, in accordance with all applicable statutes of each state where CONTRACTED PERSONNEL are utilized.

c. Cancellation Notice: Commercial General Liability and Worker’s Compensation insurance as described above shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CUSTOMER.”

d. One Million Dollars (\$1,000,000) of motor vehicle liability insurance for contract-based occurrences of which the COMPANY employee and/or all other relevant party’s automotive liability insurances have been subrogated and exhausted to the extent of the applicable state Insurance Law. COMPANY does not provide a motor vehicle to its contracted employees. If a CUSTOMER vehicle is utilized by a COMPANY employee, CUSTOMER insurance is primary. The assigned COMPANY employee’s personal auto insurance will be secondary. Motor vehicle travel to, from, and between assignments is the COMPANY employee’s responsibility and COMPANY does not have liability in these circumstances.

CUSTOMER shall maintain the following insurance during the term of this AGREEMENT:

e. Motor Vehicle Liability Insurance in the minimum amount established by applicable state law and statutes.

f. Comprehensive General Liability Insurance in the amount established by applicable state law and statutes that will cover any and all losses to CUSTOMER’s property, property of others, or personal injuries caused by acts or omissions of CUSTOMER’s employees and all injuries caused by products or services produced by CUSTOMER.

13. **Software.** CUSTOMER and COMPANY shall provide each other with appropriate access to any reporting and/or software accesses needed to perform their duties under this contract.

14. **Confidentiality and Proprietary Information.** COMPANY shall not, without CUSTOMER’s prior written consent, disclose any of the CUSTOMER’s data, including data records for employees, substitutes, sites, job positions, and reasons for absence or proprietary confidential information acquired by COMPANY from the CUSTOMER to anyone outside of COMPANY, unless such disclosure is required by court order, by government mandate such as a FOIA request or in the furtherance of the COMPANY’s business. COMPANY agrees to notify CUSTOMER prior to any such court-ordered or government-mandated disclosure.

The CUSTOMER will not disclose, sublicense, re-sell, sub-lease or re-engineer the Application and On-Boarding Software, the Time & Attendance Software including, but not limited to, the software and the design specifications and associated documentation thereof.

15. **Default.** The following shall constitute events of default by CUSTOMER or COMPANY:

a. Failure by CUSTOMER or COMPANY to observe or perform any other covenants, conditions or provisions contained in the AGREEMENT and this Addendum, provided that such default shall continue uncured for a period of thirty (30) business days after written notice from COMPANY to CUSTOMER or CUSTOMER TO COMPANY.

In the event a default occurs and continues after written notice from COMPANY to CUSTOMER or CUSTOMER TO COMPANY, upon notice of cancellation, COMPANY or CUSTOMER may exercise any or all of the following remedies:

a. Immediately terminate the contractual relationship and the rights granted to CUSTOMER or COMPANY under this this contract and any addendum(s) and take all necessary actions to deny, prevent and prohibit access and use of any software systems by the CUSTOMER and its employees.

16. **Software Access Termination.** The provisions of the AGREEMENT are unchanged, except that if COMPANY can no longer access the Substitute Absence Management System, COMPANY shall have the option of terminating the AGREEMENT or continuing the AGREEMENT with a cure of the Substitute Absence Management System access default.

17. **Compliance with School Safety Initiative.** COMPANY agrees to certify that all contracted staff have passed any criminal and other background checks (including results for candidates that have been submitted to the applicable state and are awaiting print results), including fingerprinting, to CUSTOMER's satisfaction and State/Federal Laws prior to recommendation for employment by COMPANY. Such background checks are required pre-employment, and every five (5) years thereafter or as is required by state and federal statutes.

18. **Professional Development.** COMPANY shall provide preemployment and professional development training for CONTRACTED PERSONNEL as deemed necessary by CUSTOMER for each specific job type. COMPANY will certify the completion of trainings for any newly hired employees (not previously employed by CUSTOMER) prior to assigning employee to CUSTOMER.

CUSTOMER shall provide COMPANY's employee, at the building level, with written safety procedures for assigned work areas, including, but not limited to, tornado/fire/lockdown/power failure procedures, evacuation routes, hazardous materials, and other building based procedures. Further, CUSTOMER shall provide each COMPANY employee with, keys, entry etc. for the assigned position based upon CUSTOMER's policies.

19. **Place of Work.** CUSTOMER shall provide a physical space, use of desk, and incidental office support for performance of any duties which CUSTOMER requires to be performed on site.

20. **Open Records Act:** COMPANY acknowledges that CUSTOMER is a public entity covered by State Open Records Acts and that certain documents in its possession may be subject to disclosure. COMPANY requests that CUSTOMER notify COMPANY immediately so that COMPANY can, if necessary, provide the proper documentation so that confidential information is not released.

21. Intellectual property and Proprietary Information: (This section does not apply to work performed by a contracted staff member for CUSTOMER). All drawings, writings, processes, inventions, or any other materials, ideas or methods produced or developed solely by COMPANY either prior to this AGREEMENT, or in the course of performing work for CUSTOMER under this AGREEMENT shall be owned by COMPANY as proprietary information (hereinafter "Proprietary Information"). CUSTOMER agrees that it and its employees, agents, successors or assigns will execute any document or AGREEMENT necessary to protect these property rights without delay or cost to COMPANY. CUSTOMER will not disclose any Proprietary Information to a third party at any time without the prior written consent of COMPANY, and will use it only during the course of this AGREEMENT, and not thereafter. Upon the termination of this AGREEMENT, CUSTOMER agrees to redeliver to COMPANY all reasonable Proprietary Information in its possession.

Proprietary Information shall include all confidential information disclosed to CUSTOMER by COMPANY whether directly or indirectly, and all proprietary information concerning COMPANY which is disclosed or developed in connection with or during the course of work hereunder, except: (a) information which at the time of disclosure is the public domain, or (b) information which enters the public domain after disclosure except by CUSTOMER or by breach of this AGREEMENT.

22. **Independent Contractor.** The parties hereto agree that COMPANY shall be an independent contractor in the performance of this AGREEMENT and shall not act as agent or representative of CUSTOMER in any capacity.



23. **CUSTOMER Contact.** For the purposes of this AGREEMENT, the CUSTOMER will supply COMPANY with a list of any appropriate individuals as CUSTOMER contacts for COMPANY that may be needed to perform under this contract.

24. **Governing Law.** This AGREEMENT shall be construed in accordance with and governed by the laws of the State of Tennessee.

25. **Headings.** The headings in this AGREEMENT are for convenience or reference only and are not to be used to interpret the terms of the document.

26. **Severability.** Should any portion of the AGREEMENT be found invalid by a court of competent jurisdiction, the remainder of the AGREEMENT shall continue in full force and effect.

27. **Civil Rights.** COMPANY will comply with all State/Federal employment regulations and civil rights as mandated by law.

28. **Entire AGREEMENT.** This AGREEMENT and any properly executed Addendums constitute the entire AGREEMENT between the parties regarding its subject matter and supersede any prior AGREEMENTs or understandings. No amendments, changes or modifications outside of the ones specifically named herein, shall be valid unless in writing and signed by authorized representatives of both parties. This AGREEMENT shall remain in full force and effect until such time as it is terminated by one or both parties or it is superseded by another AGREEMENT.

29. **Signatures.** IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this AGREEMENT by the signatures of their authorized representatives on the date set forth above.

2-Party AGREEMENT by and between COMPANY and CUSTOMER

CUSTOMER	
Customer Name	
Name	
Signature	
Title	
Date	

COMPANY	
Company Name	StaffEZ of Tennessee LLC
Name	H. Evan Bledsoe
Signature	<i>H. Evan Bledsoe</i>
Title	President
Date	



The following terms and conditions of this Contracted Services Addendum are incorporated into and form a part of the Master Contract Agreement to which this addendum is attached.

- COMPANY Administrative Fees.** For any services for CUSTOMER is wishing to contract under this agreement, COMPANY shall charge the following base contract fee listed below for each of those contracted service categories shown. CUSTOMER is able to staff individual positions within any employment classification through COMPANY at any time. Each Full-Time or Interim CONTRACT PERSONNEL provided by COMPANY will be invoiced at a billed rate agreed upon by and between CUSTOMER and COMPANY individually on an as needed basis.

Employee or Contractor Classification	W2 or 1099	Markup Rate
Full Time or Interim Classroom - Teachers, Ed Assistants, Other Classroom Staff	W2	25%
Full Time or Interim Administrative - Clerical, IT, Nursing & Other Professional	W2	25%
Substitute Classroom & Admin Staffing – Daily Placement of Substitute Staff	W2	27%
StaffEZ Food Services Group, Child Nutrition and Other Cafeteria Related Staff	W2	30%
StaffEZ Facility Services Group, Custodial, Maintenance, Grounds & Facility Staff	W2	32%
CoachEZ Athletic Coaches, Academic Coaches or Other Various Trainers	1099	10%
Full-Time/Interim - Certified Teachers, Special Ed, Medical Professionals, Administrative, Food Service, Facility Services, Bus Drivers and Others Roles	Customized Per Position Based on Needs	
StaffEZ Facility Services Group – Fully Outsourced Services Management	Customized Per Position Based on Needs	
StaffEZ Facility Services Group – Fully Outsourced Equipment & Materials Cost	As agreed by Customer & Company based on Needs	

- Signatures.** IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this CSA by the signatures of their authorized representatives on the date set forth above.

2-Party Agreement by and between COMPANY and CUSTOMER:

CUSTOMER	
Customer Name	
Name	
Signature	
Title	
Date	

COMPANY	
Company Name	StaffEZ of Tennessee LLC
Name	H. Evan Bledsoe
Signature	
Title	President
Date	

Agenda Item Title: Terrascope Mulching Contract

Board Meeting Date: July 22, 2025

Department: Operations

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS seeks approval to enter into a contract with Terrascope Mulching for mulching services and materials, using the pricing and terms established through Metro Nashville Public Schools Invitation to Bid (ITB) 361297. This cooperative purchasing method allows the district to access competitively bid rates and vendor terms already vetted by another public agency, in accordance with state procurement regulations. All purchases will remain within the line-item budget allocated for these services.

Staff Recommendation

Approval of the contract with Terrascope Mulching under the terms of Metro Nashville Public Schools ITB 361297.

Fiscal Impact

Costs will not exceed \$85,000 and will be funded from the approved General-Purpose budget.

Connection to MCS's Five-Year Strategic Plan

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



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kevin Crumbo, Finance Director
Metropolitan Department of Finance

Contract Number: 7573587 Contractor: Benchmark Companies LLC
Sourcing Method: ITB 361297
Start Date: 11/29/2023 End Date: 11/28/2028
Address: P.O. Box 331516 City: Murfreesboro State: TN Zip: 37133
Supplier Number: 19847 Supplier Email: scott@benchmarkcos.com

PURPOSE OF CONTRACT:

Provision of purchase, delivery, and installation of playground mulch on an as needed basis.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **11/28/2023**
Is this an Intergovernmental Contract? **No**
Is this a Revenue contract (Board of Education will receive funds)? **No**
Is there DBE Participation? **No** Type of DBE (check all that apply): SBE MBE WBE SDV
Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
Amount expected to receive: Business unit to which it will be deposited:
Are matching funds required? **No** If yes, amount of obligation:
If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$150,000.00
The not to exceed contract value is: \$750,000.00

BUDGET INFORMATION:

Account number: 80101085.502920.6300910 Fund number: 35131 *kk R*

MNPS Contact Person: David Proffitt
Email Address: 615-259-8619

Contract Agent: Stephen Pitman
Email Address: Stephen.Pitman@mnps.org

**CONTRACT BETWEEN THE
METROPOLITAN NASHVILLE PUBLIC SCHOOLS AND
BENCHMARK COMPANIES LLC
FOR THE PURCHASE OF GOODS AND SERVICES**

This contract (Contract) is entered into by and between The Metropolitan Nashville Public Schools (MNPS) and Benchmark Companies LLC (Contractor), P.O. Box 331516, Murfreesboro, TN 37133. This Contract consists of the following documents:

1. Any properly executed amendment to this Contract, (most recent with first priority),
2. This document and affidavit(s) including Exhibits,
3. The Sourcing Documents (RFQ# 361297) are made part of this contract by reference,
4. Purchase Orders (and PO changes),
5. Diversity Business (DBE) forms are made part of this contract by reference.

In the event of conflicting provisions, all documents shall be prioritized in the order listed above.

1.2. Duties and Responsibilities of Goods and Services Contractor

Contractor agrees to provide and MNPS agrees to purchase the following goods and/or services:

Provision of purchase, delivery, and installation of playground mulch on an as needed basis.

Goods and/or services defined in this Contract will be requested by Purchase Order and supplied on an as needed basis only.

Nothing in this Contract shall be construed as a minimum guarantee of goods and/or services to be ordered from Contractor.

1.3. Contractor Qualifications

Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.

1.4. License

Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained, or proprietary material set forth in MNPS's sourcing documents and/or Contractor's response to the sourcing event.

1.5. Delivery and Installation

All deliveries shall be made pursuant to a written Purchase Order issued by Metropolitan Nashville Public Schools

MNPS assumes no liability for any goods or services delivered without a Purchase Order.

All deliveries provided in the performance of this Contract are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, to the site and during the times defined by MNPS.

If installation is required, it shall be completed by the date specified on the Purchase Order unless otherwise stated in the Contract.

2. CONSIDERATION

2.1. Term

The Contract Term will begin on 11/29/2023 and end on 11/28/2028.

This Contract may be extended by written Amendment executed by all parties and their signatories hereto.

However, in no event shall the term of this Contract exceed sixty (60) months without approval of Procurement, Administration, Legal, and the Metropolitan Nashville Public Schools Board.

2.2. Compensation

MNPS will compensate Contractor in accordance with the following:

\$40 per cubic yard for purchase, delivery and installation of playground mulch.

Subject to these payment terms and conditions, Contractor shall be paid for delivered/performed products and/or services properly authorized by MNPS in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by MNPS.

There will be no other charges or fees for the performance of this Contract.

Should this contract be eligible for annual escalation/de-escalation adjustments those annual adjustments must be in accordance with the RFQ and bid documents of this Contract. Any such annual price adjustment must be submitted to the Director of Procurement no less than ninety (90) days prior to the **annual anniversary** of the Contract Term. Any such adjustment, if approved by the Director of Procurement, shall become effective on the annual anniversary of the Contract Term.

Total compensation to be paid to Contractor under this Contract is not to exceed \$750,000.

2.3. Warranty

Contractor warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, MNPS may, at its option, request that Contractor repair or replace any defective goods, by written notice to Contractor. In that event, Contractor shall repair or replace the defective goods, as required by MNPS, at Contractor's expense, within thirty (30) days of written notice. Alternatively, MNPS may return the defective goods, at Contractor's expense, for a full refund.

Exercise of either option shall not relieve Contractor of any liability to MNPS for damages sustained by virtue of Contractor's breach of warranty.

2.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

2.5. Invoicing

2.5.1. Contractor, after MNPS receives the goods and services, shall be paid net 30 days upon receipt by MNPS of a correctly submitted invoice. Invoices can be emailed to AccountsPayable@mnps.org.

2.5.1.1. Invoice must reference the MNPS purchase order number,

2.5.1.2. Only one (1) purchase order number per invoice,

2.5.1.3. Neither price nor quantity may exceed that present on the purchase order,

2.5.1.4. Invoice number and date,

2.5.1.5. Item description, quantity received, price, and extended price (again matching the PO), and

2.5.1.6. Remittance address.

2.5.2. Incorrect invoices will be rejected, and a corrected invoice required for payment.

2.5.3. MNPS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days.

2.5.4. Payment of an invoice by MNPS shall not waive MNPS's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after MNPS discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by MNPS.

2.6. Diversity Business Enterprise (DBE) Requirements

If Contractor has proposed the utilization of certified minority-owned, women-owned, small and/or service-disabled veteran-owned business enterprise firms ("DBEs") at either the prime or subcontractor/sub-supplier levels, then Contractor shall submit with each invoice a copy of the DBE Form 2003 identifying:

- a. Contract number for this project (if applicable)
- b. Purchase Order for the Invoice (only 1 PO# per Invoice)
- c. A description of the type of work invoiced
- d. The percentage of work completed within the invoiced period
- e. Total dollars paid-to-date to the DBE firms

A copy of the completed form should be emailed to the MNPS Diversity Business Consultant, Gwen Sims, at gdavis@simsdiversityconsult.com.

2.7. Travel Expenses

If applicable, Contractor shall adhere to MNPS travel procedure 2.804.1p for travel related expenses incurred during the performance of the contracted services. Contractor shall be

reimbursed for actual out-of-pocket travel expenses that are authorized within the limits of the MNPS travel procedure 2.804.1p.

3. INSURANCE REQUIREMENTS

3.1. General Insurance Requirements

During the term of this Contract, for any and all awards, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

3.2. Commercial Liability Insurance

Commercial General Liability Insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance.

3.3. General Liability Insurance

General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

3.4. Automobile Liability Insurance

Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Contractor will be coming on-site or making deliveries)

3.5. Worker's Compensation Insurance

If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

4. NOTICES

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto.

Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MNPS. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204.

4.1. All other notices to MNPS shall be mailed or hand delivered to:

Department: Procurement
Attention: Director of Procurement
Address: 2601 Bransford Avenue, Nashville, TN 37204
Phone: (615) 259-8400
E-mail Address: purchasing@mnps.org

4.2. Notices to Contractor shall be sent to:

Contractor: Benchmark Companies LLC
Attention: Scott Graby
Address: 6713 Miller Road, Christiana, TN 37037
Phone: 615-203-6655
E-mail Address: scott@benchmarkcos.com

4.3. Contractor's Federal Tax ID Number: 27-1925441

5. TERMINATION

5.1. Termination for Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate the Contract if the breaching party has not cured the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach. It shall also be considered a breach of this Contract if a party becomes

insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

5.2. Termination for Convenience

MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and goods or services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any goods or service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS's exercise of its right to terminate for convenience.

5.3. Termination for Funding

In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources to allow for payment of the Work, MNPS may exercise one of the following alternatives:

- 5.3.1. Terminate this Contract effective upon a date specified in a Termination Notice; or
- 5.3.2. Continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding.

Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

6. STANDARD TERMS AND CONDITIONS

6.1. Taxes

MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

6.2. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

6.3. Maintenance of Records

Contractor shall maintain documentation for all charges to MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable

notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

6.4. MNPS Right to Inspect

MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

6.5. Piggyback Clause

MNPS reserves the right to extend the terms, conditions, and prices of this contract to other educational and governmental organizations subject to the policies of their governing bodies (such as State, Local and/or Public Agencies). Each of the piggyback institutions will issue their own purchasing documents for the goods/ services. Contractor agrees that MNPS shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

6.6. MNPS Property

Any MNPS property, including but not limited to books, records and equipment, that is in Contractor's possession, shall be maintained by Contractor in good condition and repair, and shall be returned to MNPS by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be MNPS property.

6.7. Partnership/Joint Venture

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

6.8. Criminal Background Checks

Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify the appropriate ORI code for results reporting and provide MNPS with the green light letter per employee.

- If Contractor and any of its subcontractors performing work under this Contract will have direct contact with MNPS students, MNPS ORI code (TN930050Z) shall be used.

- If Contractor and any of its subcontractors performing work under this Contract will not have direct contact with MNPS students (e.g. roofers, electricians, welders, etc.), Contractor's own ORI code (TNXXXXXXX) shall be used.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

6.9. Credentialing Requirements

- 6.9.1. MNPS has engaged Enterprise Risk Control (ERC) to provide Contractor credentialing services. ERC will notify all Contractors who enter into a contract with MNPS that exceeds \$100,000 in value that they are required to enroll, at Contractor's expense, annually in the ERC credentialing program. Annual enrollment rate as of January 2022 was \$100 per year. In addition to the annual enrollment, the submission of required documents is a material requirement of this Contract.
- 6.9.2. ERC provides MNPS with the following information:
- 6.9.2.1. For a company's named owner or principal, ERC runs the following checks annually:
 - 6.9.2.2. Criminal records (last 36 months)
 - 6.9.2.3. Sex offender and government watch (no limit on time)
 - 6.9.2.4. Civil Case Processing System [VCAP] (last 84 months)
 - 6.9.2.5. Felony (last 60 months)
 - 6.9.2.6. For the company itself (based on Tax ID#), ERC will perform the following searches and services:
 - 6.9.2.7. Confirm insurance requirements are current
 - 6.9.2.8. Bankruptcy within 5 years
 - 6.9.2.9. Liens and monetary judgements over \$10,000
 - 6.9.2.10. TIN check- Collect W9, verify tax name, and Tax ID match.

6.10. Indemnification and Hold Harmless

Contractor shall indemnify and hold harmless MNPS, its officers, agents and employees from:

- 6.10.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.
- 6.10.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

- 6.10.3. MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- 6.10.4. Contractor recognizes that MNPS has obligations pursuant to T.C.A. 49-6-817. Contractor shall notify all employees in MNPS facilities of the Tennessee Code requirements. Should the Contractor or Contractor's agents cause MNPS to fail to meet the requirements of T.C.A. 49-6-817 through negligent or reckless acts, the Contractor shall indemnify MNPS for any loss pursuant to those actions including any fines issued or loss of funding.

6.11. School District Statutory Immunity

Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

6.12. Terms of Service

In the event of any conflict between the terms of this Contract and the Contractor's standard Terms of Service ("TOS"), any terms posted on Contractor's website or application, or any terms for which a user is required to click "accept" on-line in order to log into Contractor's application, the terms of this Contract shall govern.

6.13. Copyright, Trademark, Service Mark, or Patent Infringement

Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent.

Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the School Board.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may, at its option and expense:

- 6.13.1. Procure for MNPS the right to continue using the products or services, or
- 6.13.2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
- 6.13.3. Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option 3. until Contractor and MNPS have determined that options 1. and 2. are impractical.

Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:

- 6.13.4. The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or
- 6.13.5. The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
- 6.13.6. The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

6.14. Confidentiality, Student Records

Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g and the Children's Online Privacy Protection Act of 1998 (COPPA) 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS's individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.

With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS's name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

6.15. Contingent Fees

Contractor hereby represents that Contractor has not been retained, nor has retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this

Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

6.16. Waiver

No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

6.17. Gratuities and Kickbacks

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

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Nashville Public Schools contracts.

6.18. Non-Discrimination

It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS's Contractors.

Accordingly, all Proposers entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.19. Subcontractor/Subconsultant Payments

When payment is received from MNPS, Contractor shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts due for work covered by such payment. In the event MNPS becomes informed that Contractor has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, MNPS shall have the right, but not the duty, to issue future checks and payments to Contractor of amounts otherwise due hereunder naming Contractor and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by MNPS, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit MNPS to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

6.20. Americans with Disabilities Act

Contractor assures MNPS that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by MNPS. Contractor will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6.21. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

6.22. Boycott of Israel Act

In accordance with the Boycott of Israel Act (Tennessee Code Annotated Title 12, Chapter 4, Part 1), Contractor certifies that it is not currently engaged in and, for the duration of the Contract, will not engage in a boycott of Israel. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.

6.23. Debarment and Suspension

Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- 6.23.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- 6.23.2. Have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- 6.23.3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- 6.23.4. Has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- 6.23.5. Contractor shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

6.24. Attorney Fees

Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and, in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS's attorney fees and costs at all stages of the litigation.

6.25. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

6.26. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

6.27. Compliance with Laws

Contractor agrees to comply with any applicable federal, state and local laws and regulations.

6.28. Governing Law/Venue

The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

6.29. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

6.30. Effective Date

This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Nashville Public Schools and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

6.31. TN Open Records Act

MNPS is a public agency of the State of Tennessee and is subject to the Tennessee Open Records Act, Tenn. Code Ann. §10-7-501, et seq. and as such is subject to public inspection for applicable records.

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**THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION:**

APPROVED:

Rachael Elrod
MBPE Board Chair

RECOMMENDED:

Kevin Edwards
Director of Procurement

Bill Quinn *LB*
Department Head

Maura Black Sullivan
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80101085.502920.6300910 *kk*

Christina Johnson
Chief Financial Officer

Kevin Crumbolt *R*
Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Lora Fox
Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Justin Marsh
Metropolitan Attorney

CONTRACTOR:

Benchmark Companies

Firm/Organization

Scott Graby
Signature

Scott Graby

Name

President

Title

11/6/2023 | 7:35 PM PST

Date

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Austin Kyle
Metropolitan Clerk

12/6/2023 | 10:58 AM PST

Date Filed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Miller Loughry Beach 214 West College Street Murfreesboro TN 37130	CONTACT NAME: MLB Support PHONE (A/C, No, Ext): (615) 896-9292 FAX (A/C, No): (615) 849-1586 E-MAIL ADDRESS: mlbsupport@mlbins.com INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company NAIC # 10677 INSURER B: Carolina Casualty Insurance 10510 INSURER C: INSURER D: INSURER E: INSURER F:
---	--

COVERAGES **CERTIFICATE NUMBER:** 23-24 GL Auto UM 22-23 WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EPP 0013772	3/4/2023	3/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EPP 0013772	3/4/2023	3/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0013772	3/4/2023	3/4/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CCWC369601	11/5/2022	11/5/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			EPP 0013772	3/4/2023	3/4/2024	\$2500 Deductible 225,000
A	Hired Physical Damage			EPP 0013772	3/4/2023	3/4/2024	\$500 Deductible 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Contract Number 7573587. METROPOLITAN NASHVILLE PUBLIC SCHOOLS is additional insured with respect to general liability on a primary non-contributory basis as required per written contract. Mulch manufacturer. See policy for specific coverage and exclusions.

CERTIFICATE HOLDER donna@benchmarkcos.com METROPOLITAN NASHVILLE PUBLIC SCHOOLS 2601 BRANSFORD AVE NASHVILLE, TN 37204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K Halliburton/VICKYJ
---	--

Certificate Of Completion

Envelope Id: 5474624D176C4AE3BB3CEF176C504F2D	Status: Completed
Subject: Benchmark Companies LLC 7573587	
Source Envelope:	
Document Pages: 17	Signatures: 10
Certificate Pages: 4	Initials: 5
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Stephen Pitman
Time Zone: (UTC-06:00) Central Time (US & Canada)	2601 Bransford Ave.
	Nashville, TN 37204
	Stephen.Pitman@MNPS.org
	IP Address: 96.4.9.1

Record Tracking

Status: Original	Holder: Stephen Pitman	Location: DocuSign
11/3/2023 12:41:25 PM	Stephen.Pitman@MNPS.org	

Signer Events

Signature	Timestamp
Kevin Edwards Kevin.Edwards@mnps.org Director of Procurement Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	Sent: 11/3/2023 12:45:11 PM Viewed: 11/3/2023 1:00:42 PM Signed: 11/3/2023 1:01:11 PM
Signature Adoption: Pre-selected Style Using IP Address: 134.215.25.118 Signed using mobile	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Scott Graby Scott@benchmarkcos.com President Benchmark Companies Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 174.212.104.11 Signed using mobile	Sent: 11/3/2023 1:01:13 PM Viewed: 11/6/2023 9:34:06 PM Signed: 11/6/2023 9:35:04 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign


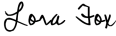


Kevin Knapp kevin.knapp@mnps.org Security Level: Email, Account Authentication (None)	kk Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 11/6/2023 9:35:06 PM Viewed: 11/7/2023 7:57:05 AM Signed: 11/7/2023 7:57:28 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Louis Burnett Louis.Burnett@mnps.org Security Level: Email, Account Authentication (None)	LB Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.14	Sent: 11/7/2023 7:57:31 AM Viewed: 11/7/2023 8:28:13 AM Signed: 11/7/2023 8:28:32 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>David Proffitt David.Proffitt@mnps.org Executive Director Facilities, Maintenance and Construction Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 96.4.9.1	<p>Sent: 11/7/2023 8:28:35 AM Viewed: 11/7/2023 10:02:02 AM Signed: 11/7/2023 10:02:41 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Maura Black Sullivan Maura.Sullivan@mnps.org Chief Operating Officer Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 174.205.163.238 Signed using mobile	<p>Sent: 11/7/2023 10:02:44 AM Viewed: 11/8/2023 8:23:59 AM Signed: 11/8/2023 8:24:25 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Stephen Pitman stephen.pitman@mnps.org Contract Agent Metropolitan Nashville Public Schools Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 69.85.206.2</p>	<p>Sent: 11/8/2023 8:24:27 AM Viewed: 12/1/2023 12:51:47 PM Signed: 12/1/2023 12:51:50 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Uploaded Signature Image Using IP Address: 96.4.9.1	<p>Sent: 12/1/2023 12:51:53 PM Viewed: 12/1/2023 12:52:35 PM Signed: 12/1/2023 12:52:49 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Rachael Elrod cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	<p>Sent: 12/1/2023 12:52:51 PM Viewed: 12/4/2023 2:57:45 PM Signed: 12/4/2023 2:58:13 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Rose Wood Rose.Wood@nashville.gov Security Level: Email, Account Authentication (None)</p>	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	<p>Sent: 12/4/2023 2:58:15 PM Viewed: 12/5/2023 7:41:52 AM Signed: 12/5/2023 7:42:02 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

Signer Events	Signature	Timestamp
Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/5/2023 7:42:04 AM Viewed: 12/5/2023 7:43:07 AM Signed: 12/5/2023 7:43:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sally Palmer sally.palmer@nashville.gov 46309 Metro Water Services Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 12/5/2023 7:43:25 AM Viewed: 12/6/2023 8:53:28 AM Signed: 12/6/2023 8:56:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lora Fox lora.fox@nashville.gov Associate Director of Law Metropolitan Government Department of Law Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.238.161.42 Signed using mobile	Sent: 12/6/2023 8:56:38 AM Viewed: 12/6/2023 10:32:38 AM Signed: 12/6/2023 10:34:45 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Justin Marsh justin.marsh@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/6/2023 10:34:47 AM Viewed: 12/6/2023 10:57:40 AM Signed: 12/6/2023 11:06:50 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 12/6/2023 11:06:55 AM Viewed: 12/6/2023 12:57:57 PM Signed: 12/6/2023 12:58:10 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Sally Palmer Sally.Palmer@nashville.gov 46309 Metro Water Services Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 12/6/2023 11:06:53 AM</p>
<p>Shawn Thomas Robert.Thomas@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	<p>Sent: 12/6/2023 12:58:13 PM Viewed: 12/6/2023 1:07:24 PM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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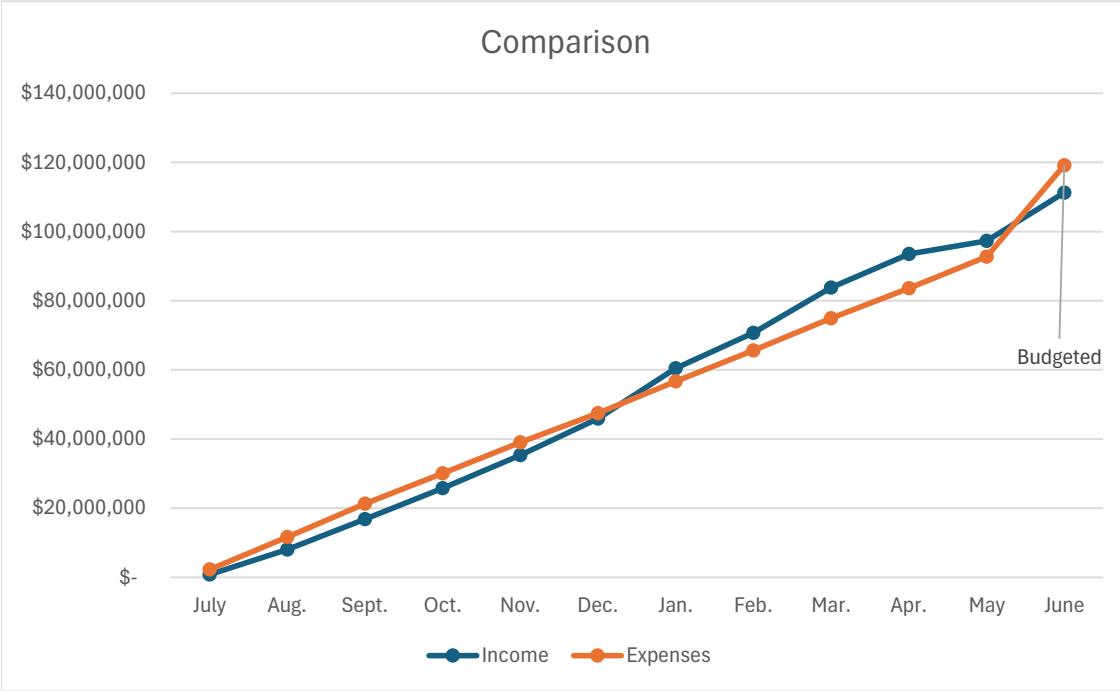
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Envelope Updated	Security Checked	11/22/2023 8:17:31 AM
Envelope Updated	Security Checked	11/22/2023 8:17:31 AM
Certified Delivered	Security Checked	12/6/2023 12:57:57 PM
Signing Complete	Security Checked	12/6/2023 12:58:10 PM
Completed	Security Checked	12/6/2023 12:58:13 PM

Payment Events	Status	Timestamps
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**COMPARISON OF BUDGET TOTALS
July 1, 2024 Through May 31, 2025**

TOTAL INCOME	7/1/24 - 5/31/25	\$	97,324,887
TOTAL EXPENSES	7/1/24 - 5/31/25		92,702,670
			<hr/>
	NET INCOME 5/31/25	\$	4,622,217
			<hr/> <hr/>



		YEAR-TO-DATE REVENUE COMPARISON						2024-25	
BUDGET CLASS.		2023-24 BUDGET	2023-24 YTD REV.	OVR/(UNDR) BUDGET	2023-24 % Received	2024-25 BUDGET	2024-25 YTD REV.	OVR/(UNDR) BUDGET	2024-25 % Received
1	40110-Current Prop. Tax	15,000,000	13,219,341	(1,780,659)	88.1%	15,000,000	13,392,187	(1,607,813)	89.3%
2	40210-Local Option Sales Tax	14,300,000	13,211,119	(1,088,882)	92.4%	16,700,000	14,106,486	(2,593,514)	84.5%
3	40000-41110-Other County Rev	1,761,800	1,352,764	(409,036)	76.8%	1,972,000	1,469,119	(502,881)	74.5%
4	43300-44999-Other Local Revenue (Interest, Tuition)	1,175,926	1,121,581	(54,345)	95.4%	1,621,796	1,682,782	60,986	103.8%
	<i>SUBTOTAL LOCAL REVENUE</i>	\$ 32,237,726	\$ 28,904,804	\$ (3,332,922)		\$ 35,293,796	\$ 30,650,574	\$ (4,643,222)	
5	46310-Project Diabetes Grant	93,900	120	(93,780)	0.1%	126,700	126,699	(1)	100.0%
6	46510-TISA	59,992,037	54,238,189	(5,753,848)	90.4%	63,477,651	57,687,899	(5,789,752)	90.9%
7	46513-TISA On-Behalf Payments	-	-	-	N/A	30,000	-	(30,000)	0.0%
8	46515-Early Childhood Ed. (VPK Grant & SPED PK)	1,326,895	687,344	(639,551)	51.8%	1,500,605	1,082,900	(417,705)	72.2%
9	46590-Other State Education (Summer Learning Grant)	1,851,909	-	(1,851,909)	0.0%	1,779,702	-	(1,779,702)	N/A
10	46596-Paid Parental Leave	-	-	-	N/A	300,000	179,372	(120,628)	N/A
11	46610-Career Ladder Program	57,146	62,406	5,260	109.2%	51,000	44,946	(6,054)	88.1%
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	768,542	484,290	(284,252)	63.0%	-	-	-	N/A
	<i>SUBTOTAL STATE REVENUES</i>	\$ 64,090,429	\$ 55,472,350	\$ (8,618,079)		\$ 67,265,658	\$ 59,121,816	\$ (8,143,842)	
15	47000- Federal Funds	274,582	-	(274,582)	0.0%	468,555	136,766	(331,789)	29.2%
	<i>SUBTOTAL FEDERAL REVENUES</i>	\$ 274,582	\$ -	\$ (274,582)		\$ 468,555	\$ 136,766	\$ (331,789)	
16	49100-49800 Insurance Recovery/Indirect Costs	460,000	25,224	(434,776)	5.5%	195,000	31,720	(163,280)	16.3%
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	165,435	165,435	(0)	100.0%	156,000	156,000	-	100.0%
	<i>SUBTOTAL OPERATING TRANSFERS</i>	\$ 8,510,538	\$ 7,418,670	\$ (1,091,868)		\$ 8,236,103	\$ 7,415,731	\$ (820,372)	
	TOTAL REVENUES	\$ 105,113,275	\$ 91,795,824	\$ (13,317,451)	87.3%	\$ 111,264,112	\$ 97,324,887	\$ (13,939,225)	87.5%

YEAR-TO-DATE EXPENDITURE COMPARISON

MAY 2025

PAGE 1

	BUDGET CLASS.	2023-24 BUDGET	2023-24 YTD EXP.	2023-24 OVR/(UNDR) BUDGET	2023-24 %	2024-25 BUDGET	2024-25 YTD EXP.	2024-25 OVR/(UNDR) BUDGET	2024-25 %
1	71100-Reg. Instruction	57,249,035	45,357,444	(11,891,591)	79.2%	61,179,757	\$ 48,704,223	(12,475,534)	79.6%
2	71200-Sp. Ed. Instruction	12,674,470	10,130,906	(2,543,564)	79.9%	13,930,329	11,226,106	(2,704,223)	80.6%
3	71400-Student Body Ed.	-	-	-	N/A	-	-	-	N/A
4	72110-Attendance	160,965	139,358	(21,607)	86.6%	188,725	165,241	(23,484)	87.6%
5	72120-Health Services	1,098,216	736,257	(361,959)	67.0%	1,252,495	981,398	(271,097)	78.4%
6	72130-Guidance	3,623,785	2,909,188	(714,597)	80.3%	4,188,625	3,432,730	(755,895)	82.0%
7	72210-Reg. Instr. Support	2,548,064	2,032,433	(515,631)	79.8%	2,774,798	2,314,132	(460,666)	83.4%
8	72220-Sp. Ed. Support	1,999,863	1,506,399	(493,464)	75.3%	2,209,555	1,825,305	(384,250)	82.6%
9	72250-Technology	2,674,265	2,104,345	(569,920)	78.7%	2,738,190	2,295,097	(443,093)	83.8%
10	72310-Bd. Of Education	1,966,681	1,770,066	(196,615)	90.0%	2,187,020	1,888,732	(298,288)	86.4%
11	72320-Office of Supt.	440,109	352,241	(87,868)	80.0%	471,438	393,729	(77,709)	83.5%
12	72410-Office of Principal	5,703,089	4,845,222	(857,867)	85.0%	6,151,248	5,204,793	(946,455)	84.6%
13	72510-Fiscal Services	886,045	758,768	(127,277)	85.6%	885,280	800,404	(84,876)	90.4%
14	72520-Personnel Services	594,415	506,133	(88,282)	85.1%	606,845	530,302	(76,544)	87.4%
15	72610-Oper. Of Plant	6,402,482	4,704,351	(1,698,131)	73.5%	6,347,847	4,823,134	(1,524,713)	76.0%
16	72620-Maint. Of Plant	4,608,543	2,931,396	(1,677,147)	63.6%	3,481,108	2,423,747	(1,057,361)	69.6%
17	72710-Pupil Transp.	4,544,354	3,439,729	(1,104,625)	75.7%	5,457,902	4,181,947	(1,275,955)	76.6%
18	73300-Community Service	522,655	427,641	(95,014)	81.8%	507,561	393,350	(114,211)	77.5%
19	73400-Early Childhood Educ.	1,108,368	878,260	(230,108)	79.2%	1,154,547	887,602	(266,945)	76.9%
20	76100-Reg. Cap. Outlay	171,872	147,310	(24,562)	85.7%	3,243,219	59,637	(3,183,582)	1.8%
21	82130-Education Debt Serv.	-	-	-	N/A	-	-	-	N/A
22	99100-Operating Transfers	217,610	202,058	(15,552)	92.9%	217,601	171,061	(46,540)	78.6%
	TOTALS	109,194,886	85,879,503	\$ (23,315,383)	78.6%	119,174,090	92,702,670	\$ (26,471,420)	77.8%