

Board of Education Regular Meeting/Work Session

August 26, 2025 5:00 PM

MCS Administrative Offices

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, Mr. David Settles. In attendance: Dr. Trey Duke, Daniel Owens, Sheri Arnette, Angela Fairchild, Maria Johnson, Don Barch, Ken Rocha, Lisa Trail. Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Board Member Karen Dodd	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0	Chair Butch Campbell
III. PUBLIC COMMENT Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 7, Nay: 0	Chair Butch Campbell
A. Approval of 8-12 Board Meeting Minutes Consent Item	
B. Approval of Contract-STARS Agreement Consent Item	
C. Approval of Contract-Education Logistics (Edulog) Software and Services Agreement Consent Item	
D. Review of Expense Allowances and Reimbursement Guidelines per Policy 2.804 Consent Item	
E. Approval of Letter of Agency for Tennessee Education Broadband Consortium (E-Rate Funding Years 2026-2030) Consent Item	
F. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of FY25 Accounts Payable Action Item Motion to approve FY25 Accounts Payable. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 7, Nay: 0	Dr. Trey Duke
B. Approval of Contract-Delta Dental for Dental Services (RFP 2026-01) Action Item Motion to approve Contract-Delta Dental for Dental Services (RFP 2026-01). This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 7, Nay: 0	Dr. Trey Duke

VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. 2025 Testing Data Information Item Dr. Chris George presented TCAP proficiency test data to the Board. Dr. Duke talked about demographic shifts and how the demographics of our district have changed. The decrease in enrollment was discussed briefly and the fact that certain categories, such as Black, Hispanic, and Native American have seen a 10.2% increase, ELL a 43% increase, and Students with Disabilities have seen a 15.6% increase from 2021-2022. Dr. George talked about new and permit teachers comparisons. He explained that permit teachers taught 12.2% of students in 3-6 ELA and 5.7% of 3-6 teachers were first year teachers. He said that more teachers are coming to us on permits because there are fewer licensed teachers. He added that permit teachers also taught 11.5% of 3-6 math students, with 4.1% being first year teachers. Karen Dodd asked if our schools are departmentalizing math and ELA. Dr. Duke explained that we do it when we can. He said that 4th and 5th grades are departmentalized as well as some 3rd grades. She said that research has shown that departmentalized teachers are more likely to stay longer. Barbara Long asked if we have data on 3rd grade students that are departmentalized. Dr. Duke explained that this is the first year that we have done this, so we have no data yet. Dr. George also divided each subject: ELA, Math, and Science, by grade and discussed in detail the number of students that are being taught by a permit teacher. Sheri Arnette talked about how our district supports permit teachers. She said that we offer Teacher2Teacher professional development. She explained that she will also be visiting their classrooms more often as well as coaches will be working very closely with them. Amanda Moore asked if permit teachers are evenly spread across schools. Maria Johnson said that larger schools have more permit teachers, with Scales having the most and Discovery having the fewest, but all in all, they are pretty evenly dispersed. Principals also look at rosters to make sure permit teachers are evenly distributed among grades. Dr. Duke added that principals are being intentional in hiring teachers. Dr. Duke told the Board that he feels that we are moving in the right direction and doing the right work. Dr. George also highlighted the fact that 16.5% of ELL students exited ELL services in 2025, which was a 4.6% increase from last year. Sheri Arnette talked about academic success and said that we have a lot to celebrate. She said that her team is providing high doses of professional development around HQIM. She added that teachers are using core curriculum in Science. She said that we have work to do in 5th and 6th grade (science and SS) but we have a plan going forward. She also told the Board that Dr. George will do some data analysis with schools throughout the year. Dr. George said that some information is still embargoed, but all in all, we are not seeing districts making huge gains. Dr. Duke said that we have sustained gains and are outperforming the state, and we feel good about where we are going. He said that last year we specifically focused on 5th grade math, and that showed up this year. He added that we will focus on what	Sheri Arnette/Chris George

we need to again this year.	
B. Human Resources Annual Report Information Item Dr. Johnson presented the annual report to the Board. Dr. Johnson stated that in speaking with exiting staff, 84% said that they would consider returning to MCS. Dr. Duke said that his goal is to do a deep dive and analyze for himself the outliers of why they are leaving and he will continue to look at that. He said that we did have quite a few teachers returning this year that had left to go elsewhere. Dr. Johnson told the Board that she would get the exact number.	Dr. Maria Johnson
C. Enrollment Data Update Information Item Ken Rocha gave an update on enrollment as of today. He stated that from period 9 in 2021-2022 to day 10 of 2025-2026, we are down 309 students. Again, Ms. Moore and Mr. Settles asked where the students are going. The group tossed around some theories such as birthrates and housing affordability, but Dr. Duke said that after speaking with several other Superintendents, other districts have seen significantly lower enrollment in Kindergarten, but their 6th grade increase balanced them out. Mr. Rocha said that our highest count is in 4th grade. He added that we are also seeing an increase in Sped CDC and regular Sped classes. Dr. Duke said that next year as he and the team plan and watch 6th grade numbers going down, he may bring a recommendation for 6th grade zones to the Board. Amanda Moore mentioned that the decrease that we have is also a funding curve. She said that we get money if we grow but if we lose population we are losing money. Dr. Duke said that this is definitely a funding implication. Dr. Duke said that we will concentrate on 6th grade science and social studies because that grade has impacted us the most when it comes to growth scores. Dr. Duke said that he wanted to go on record stating that he is not advocating that we do something in 6th grade, but it would be beneficial to have zones that work, and if parents choose to stay with us in 6th grade, their child will get a robust experience. Jeanette Price asked if we would still provide transportation to 6th grade and Dr. Duke said yes. Dr. Duke said that 6th grade is a parent choice that we don't want to stop offering, but we need to be strategic in how we offer it.	Mr. Ken Rocha
D. Capital Improvement Plan	Dr. Trey Duke

Information Item Don Barch presented the Capital Improvement Plan for 2026-2030 to the Board. Mr. Barch explained that we are looking at expanding at Scales and Cason Lane instead of building a new school as per the city council's request.	
E. Five Year Strategic Plan Information Item The Five Year Strategic Plan was moved to the 9/9 meeting so there would be adequate time to discuss it.	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
A. Review of the 2025-2026 Organizational Chart Information Item Dr. Duke explained that the current 2025-2026 Organizational Chart was in BOE Connect for them to view. If any questions, the Board could contact him.	Dr. Trey Duke
B. Discussion of Board Policy 4.300, Extracurricular Activities Information Item Lauren Bush presented Board Policy 4.300, Extracurricular Activities. She explained the use of school facilities and legal obligations. She said that this came up because we received a request from a non-profit to operate an afterschool club at Northfield, and we need to review the policy to give them and others that may also request the same in the future. She explained that we are now a closed-door school district. She talked through different scenarios with the Board, and after much discussion, ultimately the Board chose to remain a closed-door district. Dr. Duke did explain to the Board that if we leave the policy as is, they need to understand that there are clubs offered in Rutherford County that cannot be offered in MCS because Rutherford County is an open-door district. He wanted the Board to understand if they get complaints that this is why we won't allow them in the system. Ms. Bush stated that we will be filtering some things that would be beneficial to our system to go through ESP. They could come in as a visitor to ESP. Barbara Long said that she would like to see a little more of that so that our students have more experiences. Dr. Duke stated at the end of the discussion that he doesn't see a desire for the Board to change the policy and he will let the good news and graceful gyms groups know that we do not allow outside clubs in.	Dr. Trey Duke
C. Reminder of Fall District Meeting-September 4, 2025-McEwen High School-McEwen, TN, and Carpool Discussion Information Item Before the meeting adjourned, Karen Dodd mentioned that she would like to discuss the possibility of cameras in CDC classes. She asked that the Board think about this, and possibly bring it back up for more discussion at the 9/23 meeting. She said that we already have them in BEST classrooms and in cafeterias. She said that she had asked several CDC teachers and they are alright with the idea. She also said that the only time it would be used is if the camera footage had to be pulled because of an incident. Dr. Duke told the Board that the first September meeting on the 9th would be at central office, and he would add this to the agenda. Ms. Long said that she would like to see legal ramifications and what other districts are doing as well as the cost to do this.	Dr. Trey Duke

Dr. Duke said that we can start by getting information on who is doing it now and the cost so that the board can make an informed decision. Dr. Duke told the Board that if there is anything else that they want to know about cameras in CDC, please let us know. Barbara Long said that it is time for a tour of 910 Ridgely Road. Dr. Duke told the Board that next Thursday is the Fall District meeting and he would be willing to drive if anyone wanted to meet at central office at 3:00 to ride with him.	
VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. Butch Campbell and seconded by Mr. David Settles, passed. Yea: 7, Nay: 0 The meeting adjourned at 7:52 p.m.	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

August 12, 2025 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item Present: Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mrs. Jeanette Price, Ms. David Settles Absent: Mr. Jimmy Richardson III. In attendance: Dr. Trey Duke, Daniel Owens, Sheri Arnette, Maria Johnson, April Zavisa, Liz Rueby, Angela Fairchild, Jaci Saunders, Adam Bryson, Ken Rocha, Lisa Trail, Hope North, Keith Sneed, and Don Bartch Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Mr. Don Bartch, Assistant Superintendent of School Operations.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
III. COMMUNICATIONS Information Item We're off to an amazing start this school year with our Teacher Supply Closet, Backpack Program, and Parent Universities in full swing! We were excited to have hosted our first MCS Supply Drive at Mitchell-Neilson Primary in partnership with Murfreesboro Muslim Youth, Wellpoint, Read to Succeed, and our MCS Farmers - we provided over 450 children with backpacks, school supplies, books, food, and homegrown veggies! There was also other supply drives held in the community to support our students - we would like to give a big thank you to H3 Church, HWY 231 Church of Christ, The Experience Community Church, and the Family Worship Center for hosting supply drives on their campuses for our students this summer. We also received an abundance of school supplies from the amazing, annual Stuff the Bus organized by the United Way South Central Tennessee. We are extremely grateful for their continued support for our students and families. We would also like to thank NHC, Weichert Realty Group, Chi Omega Sorority, and the TN Comptroller of the Treasury for their generous donations of school supplies made to our Teacher Supply Closet. Because of these wonderful events we know our students will get the supplies they need to have a confident start to their school year. We are gearing up for our Backpack Program with the first packing day on August 20th. With support again from Second Harvest we will be able to serve 175 students weekly. We would also like to thank Wilson Bank and Trust and First Presbyterian Church for all the food	Mrs. Lisa Trail

they collected for our Backpack Program this month to make sure our students in need will have plenty of food to start their school year. Thank you to the New Vision 50+ ministry for their continued dedication to pack our Backpack bags on Wednesday mornings and to Fellowship Methodist Church's FUEL program that serves 4 of our schools in the district with Backpack bags. We could not run this program alone and are so thankful for the outpour of support from these partners. We had an exciting kick off for Parent University with our "A Glimpse at Kindergarten" Zoom held on July 31st. We were thrilled to have over 100 parents join us online! We also held the Zoom in Spanish to support our ESL families. It was a successful start for the school year. We have several great sessions planned for our families in August and September with many more in the works! Currently for August and September we have 3 Zooms including: "Let's Talk About School Anxiety", "Digital Age Education", and "Data Literacy". We also have a fun Family Literacy Night planned at the Discovery Center at Murfree Springs on September 16th where families can come together and experience new ways to have fun learning. We are really excited about our strong start and look forward to connecting with our families this school year to support their child's learning and development!	
A. Spotlight on Education-Summer Feeding Program Procedural Item School Nutrition Supervisor Jaci Saunders presented information to the Board on the Summer Feeding Program. She informed the Board that the Chow Bus served 19,890 breakfasts and 28,246 lunches over the summer. Dr. Duke also gave a shout-out to Jennifer Lowe, MCS Community Outreach Coordinator, who took MERV, the family resource bus, and followed the Chow Bus this summer to allow children to receive books and family resources after they received meals from the Chow Bus. The Board thanked the team for their hard work.	Dr. Trey Duke
B. The Best of MCS-Keith Sneed and Hope North-Summer Feeding Chow Bus Drivers Procedural Item	Dr. Trey Duke
C. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
A. Approval of 7-22-25 Board Meeting Minutes Consent Item	
B. Personnel Report Consent Item	
C. Approval of Donation Agreement to Murfreesboro Police Department Consent Item	
D. Approval of Surplus Property Disposal Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Contract-Dell Computer Lease Agreement Action Item Motion to approve the Contract-Dell Computer Lease Agreement. This motion, made by Ms. Karen Dodd and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke

B. Approval of Contract-Gallagher Consulting Agreement Action Item Motion to approve the Contract-Gallagher Consulting Agreement. This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of Professional Services Agreement with Ironsmith Fire, LLC Action Item Motion to approve the Professional Services Agreement with Ironsmith Fire, LLC. This motion, made by Ms. Karen Dodd and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1 David Settles asked about the recent changes in state law regarding fire drills in schools. Dr. Duke explained that the law did change in that it requires that schools have two fire drills in the first 30 school days and then every 30 days after that. Dr. Duke clarified that we still do monthly fire drills because it's easier to track. He explained that the second change in the law was that when the fire drill goes off, we do not immediately evacuate. Teachers are to wait until they hear the second fire drill before they evacuate the building, and we implemented that last year and will continue to implement that this year.	Dr. Trey Duke
D. Approval of Annual Microsoft Licensing Renewal (CDW-G Quote #PMLM088) Action Item Motion to approve the Annual Microsoft Licensing Renewal (CDW-G Quote #PMLM088). This motion, made by Mr. David Settles and seconded by Mrs. Jeanette Price, passed. Yea: 6, Nay: 0, Absent: 1 April Zavisá explained this license renewal to the Board. Barbara Long asked how many licenses this includes per household. Ms. Zavisá said that we get a total of 1450 licenses. She added that students get licenses, but no email. Ms. Long also asked when teachers will receive their new computers. Ms. Zavisá said that orders will be placed by the end of August, once this lease is approved by City Council. It would then take about three weeks before the computers actually arrive in the district. At that point, the tech team would have to get them imaged. That will take a couple of weeks. She said that the computers that teachers currently have are working fine, so there should be no interruptions. Dr. Duke added that the Dell lease will go to the city council for approval on 8/21 and that will allow us to move forward with purchasing.	Dr. Trey Duke
E. Approval of Resolution-Cooperative Purchasing Agreements Action Item Motion to approve the Resolution-Cooperative Purchasing Agreements. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Enrollment Update Information Item Ken Rocha presented the Enrollment Report as of day 4. Dr. Duke clarified that we have one more half day for kindergarten before they begin full days. Mr. Rocha showed a comparison of this time last year with this year's numbers and told the Board that from period nine of last year, we are down 360 students as of today. He said that he would give a report with more information at the 8/26 workshop. He said that within the first	Mr. Ken Rocha

ten days to two weeks, numbers will change. He also told the Board that his team, as well as principals, and teachers are calling families and trying to get as much information as possible. Mr. Rocha noted that other districts are also experiencing declines in kindergarten enrollment. He shared that he is reviewing both state and district trends to better understand the decrease. He also provided the Board with school-by-school enrollment data, highlighting which schools saw increases and which saw declines. Dr. Duke added that our kindergarten numbers as well as 6th grade numbers are down. He said that those are the two biggest trends that we are watching right now. Amanda Moore asked when we receive requests for records. Mr. Rocha said that the school that the student moves to will request records and, by the new state law, we have to send them, usually electronically, within five days of the receipt of the request. Dr. Duke added that is regardless of public, private, or homeschool requests. Ms. Moore added that should tell us a lot about where the students are going. Chair Campbell asked if the charter schools have had any influence on this decrease. He said that he didn't feel that charter schools were a big factor, but as he clarifies numbers, he will have more information about this in the next few days. Dr. Duke said that we can't say that charter schools haven't had an impact on our enrollment, but we will continue to monitor these numbers. Dr. Duke said that he is not concerned at this point. There are a lot of pieces that play into this decrease in enrollment. Mr. Rocha said that he will look at transfer codes when the dust settles. Dr. Duke told the Board that he and his team meet every afternoon to look at enrollment numbers, and he will add information regarding enrollment to his Board Update on Friday. David Settles asked how buses and transportation have been going. Mr. Bartch came forward and told the Board that things seem to be running smoothly. He said that he feels that the new maintenance facility has helped. He added that we may have to adjust some bus stops, but he is looking into that.	
B. Director's Update Information Item Dr. Duke said that we are in the "get school started" mode at this point. He said that he was in schools today and teachers were teaching, and he witnessed great instruction already underway. He said that tomorrow is another half day for all kindergartners and Thursday will be the first full day for all students. Dr. Duke told the Board that federal funding has now been released, and we have gotten our final allocations for FY26. He said that this amount is determined by the number of at-risk students that we serve. He added that we received an increase in federal funding with the amount being a little over \$800,000.00. He said that he will go into more detail at the board retreat, but it does show the way our demographics have shifted over the past few years and how the percentage of at-risk students is growing. He said that we will use those funds to maximize educational outcomes for students. David Settles asked about the local funding source. He said that we are good for FY26 but we	Dr. Trey Duke

don't know what will happen next year. He asked if we are in talks with the City Council about what that looks like. Dr. Duke said that we have been and will continue to talk with the City Council. He added that the mayor has been a strong advocate for the students of Murfreesboro City Schools to make sure they get what they deserve. He said that he has been in several meetings and discussed the challenges that we have, and they have been very responsive. Karen Dodd asked when teachers would receive their bonus checks. Dr. Duke said that Dr. Maria Johnson sent an email to staff saying that they would receive their check by August 29th, and we are still on track for that date. Dr. Duke also added that teachers need to understand that this check will be taxed, so it will not be a check for \$2000.00. He said that we will send out another message to staff the week before the check is direct deposited, explaining that it will be taxed. Chair Campbell asked if everything is moved out of the maintenance building. Dr. Duke said that all offices have been moved. Don Bartch added that by the end of the month, everything will be moved out. Karen Dodd said that she went by, and it looked great.	
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item Motion to adjourn. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 The meeting ended at 6:45 p.m.	Chair Butch Campbell

Director of Schools

Agenda Item Title: STARS Nashville Memorandum of Agreement (SY 2025–2026)

Board Meeting Date: August 26, 2025

Department: Student Support Services

Presented by: Ken Rocha

Board Agenda Category:

Consent Agenda ☒

Action Item ☐

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

MCS seeks approval of the Memorandum of Agreement with STARS Nashville for the 2025–2026 school year. Through this agreement, STARS will provide Enhanced Student Assistance Program (ESAP) services to address student behavioral health needs and social-emotional barriers to learning. Services will be provided across seven school sites, including individual and group counseling, crisis intervention, case management, and staff/parent engagement.

Staff Recommendation

Approval of the 2025–2026 Memorandum of Agreement with STARS Nashville

Fiscal Impact

The total cost of the contract is \$30,000, funded in part through the Stronger Connections grant, United Way of South-Central Tennessee.

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: Student Support Services

Contract: Enhanced Student Assistance Program

Vendor: STARS Nashville

Contract Term: SY 2025-2026 Cost: \$30,000

Is Board approval required: ☒ Yes ☐ No Board Meeting Date: Consent- 8/26/25

Legal Review

Contract Identifier: 2026-SSS-007

Is the contract subject to a grant agreement? ☒ Yes ☐ No

Is there a contract renewal option? ☐ Yes ☒ No Contract Monitoring Date: _____

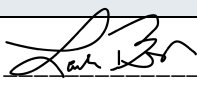
Does the contract require student information? ☒ Yes ☐ No

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:

Amendments drafted and approved by vendor

Legal Approval: 

Date: 8/13/25

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: 141-72130-399

Funding Source: ☒ General Purpose ☐ Federal ☐ Other: _____

Other comments:

Last year we spent \$72,100.

Finance Approval: 
Daniel Owens (Aug 15, 2025 10:02:41 CDT)

Date: Aug 15, 2025

**MEMORANDUM OF AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
STARS Nashville
2025-2026 School Year**

This agreement is between Murfreesboro City Schools (MCS) and STARS Nashville (STARS). STARS agrees to provide Enhanced Student Assistance services (ESAP) addressing behavioral health issues and other social and emotional barriers to success, which includes fostering resilience with marginalized youth and families. MCS agrees to pay STARS \$30,000 for these services provided at the following school sites:

Black Fox Elementary	2 Days per Week
Cason Lane Elementary	2 Days per Week
Discovery School	3 Days per Week
Erma Siegel Elementary	2 Days per Week
Mitchell Nielson Primary and Elementary	5 Days per Week
Salem Elementary	3 Days per Week
Scales Elementary	3 Days per Week

Days of services may be moved between school sites without amending contract if total number of days of service does not change.

NATURE OF SERVICE

DUTIES AND RESPONSIBILITIES OF STARS

A. Intervention/Prevention/Counseling Services

- To provide and supervise an ESAP Therapists to serve designated Murfreesboro City Schools.
- To provide individual therapy, and if requested, group therapy sessions for students affected by anxiety, depression, grief, loss, substance misuse, violence, anger, conflict management and other behavioral or mental health issues.
- To provide treatment and case management services to students at selected school site(s).
- To provide crisis intervention as needed.
- Conduct interventions on behalf of the school with students and families and make necessary referrals to community agencies/counselors as needed.
- Engage and collaborate closely with parents and guardians whenever possible in order to support and sustain students' overall health and wellbeing.
- Collaborate as appropriate with other school and community partners who are providing prevention/intervention activities or other mental health services in the school.
- Communicate on a regular basis with designated administrative personnel (school social workers, counselors and psychologists, etc.) in order to improve coordination of services.
- Conduct student group evaluations, and staff / student / parent satisfaction surveys.
- Provide annual progress reports to designated MCS representative and school administrators.
- Perform duties as directed by STARS Executive Staff.

- To provide other types of more informal support for students to meet the needs of particular schools, as requested by administrators.
- Services may be modified to adhere to the safety recommendations of the CDC, State of Tennessee and MCS to ensure the safety of students and staff. In the event of school closing, individual and group counseling support, case management services and classroom education may be provided via tele-health services.

B. General Program Administration

- Develop and implement program goals and objectives in consultation with MCS.
- Comply with any grant requirements that support the MCS and STARS services.
- Abide by any and all applicable federal, state and local laws, statutes and regulations including but not limited to policies of MCS.
- STARS agrees that no student shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement on the grounds of race, religion, creed, color, sex, age, national origin, gender, sexual orientation, gender identity, marital status, veteran status, disability or any other classification protected by the Federal, Tennessee State constitutional or statutory law.
- STARS shall safeguard all rights of the child as legally and ethically required in accordance with federal and state laws and regulations.
- STARS shall ensure that all employees providing services under this Agreement are trained in and comply with Tennessee's child abuse reporting requirements pursuant to T.C.A. § 37-1-403, and all MCS safety and crisis response procedures. STARS shall immediately notify MCS if any STARS employee providing service under this agreement becomes the subject of a criminal investigation, arrest, or allegation involving student safety.
- STARS shall comply with Tennessee Code Annotated § 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by both the Tennessee Bureau of Investigation (TBI) and the Federal Bureau of Investigation (FBI) for each employee prior to permitting that employee to have contact with students or to enter school grounds when students are present. STARS shall provide written proof of compliance with this requirement to the District upon request and shall maintain records verifying that all such background checks have been completed. STARS shall not permit any employee who has been convicted of any offense identified in T.C.A. § 49-5-413 (including, but not limited to, violent felonies, sexual offenses, drug-related offenses, or other crimes listed therein) to have direct or indirect contact with students or to be present on school grounds when students are present.
- STARS shall maintain, at its sole cost and expense, the following minimum insurance coverage: (a) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) Professional Liability (Errors & Omissions) insurance with limits of not less than \$1,000,000 per claim; (c) Workers' Compensation insurance as required by Tennessee law; and (d) Automobile Liability insurance if any employees operate motor vehicles in the course of providing services. STARS shall provide certificates of insurance to MCS annually and upon request. Such certificates shall provide that coverage will not be canceled or materially altered without at least thirty (30) days' prior written notice to MCS.

C. Teacher Trainings and Volunteer Management

- Conduct ESAP overviews and ESAP in-service presentations in all schools implementing STARS.

D. STARS Counselor and Therapist Training and Staff Development

- Provide opportunities for STARS therapists to receive staff development and training regarding specific areas within student assistance.
- Training and staff development could include, but are not necessarily limited to the following trainings: SAP 101, Safety in Relationships, Substance Misuse Prevention, DCS Reporting, Suicide Prevention, Bullying Prevention, Promoting Positive School Climate, SEL Topics, Mental Health Topics, Restorative Practices, Workplace Relationships, Title VI, Drug-Free Workplace, and others.

- Documentation of professional development and training materials will be provided to the designated MCS representative if requested.
- STARS will provide a statistical compilation of student, faculty and parent participation, along with a narrative at the end of each school year.

E. Maintenance of Records

- STARS shall maintain accounting records in accordance with generally accepted accounting principles.
- STARS shall comply with all applicable HIPAA and FERPA regulations. STARS shall implement and maintain administrative, technical, and physical safeguards to protect all student information from unauthorized access, use, or disclosure. In the event of a known or suspected data breach involving student information, STARS shall notify MCS within twenty-four (24) hours and cooperate fully in any investigation or remediation.

F. Performance Evaluation

- STARS conducts an annual performance evaluation for each STARS therapist. The STARS employee is evaluated by their respective principal and /or his/her designees, such as school counselors and/or assistant principals.
- STARS Director of Prevention Services annually evaluates each employee based on feedback received from school sites, as well as from personal observation.
- Staff who do not meet the basic requirements of the position receive a performance improvement plan outlining what steps should be taken to improve performance. Monthly meetings occur until performance improves. Failure to meet minimum requirements may result in termination.
- Upon request, the designated MCS representative may review the performance evaluation and feedback received on the STARS therapist.

G. Contingent Fees

- STARS will not be retained or retain any persons to solicit or secure a MCS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee.

H. Conflicts of Interest

- STARS warrants that no part of the contract amount shall be paid directly or indirectly to an employee or official of the MCS as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to STARS in connection with any work contemplated or performed relative to this agreement.

MURFREESBORO CITY SCHOOLS AGREES TO:

A. Counseling Services

- Implement a process to receive referrals from school staff.
- Provide opportunity for students to participate in STARS ESAP services, which meet weekly or as needed.
- Provide opportunities for students and staff to understand how to access STARS ESAP services.
- Inform parents/guardians of the availability of STARS ESAP services.

B. General Administration

- Ascertain that STARS therapists have access to students' ID Number, schedule and contact information in order to plan appointments, connect with family members as necessary and compliance with Outcome Evaluation Measures.
- Provide for a secure and a confidential office space, telephone and printer access for the STARS Therapists.
- Provide IT support to help with issues related to internet connection and phone and printer malfunction.
- Participate in Program Evaluation (student outcomes, school climate information, student and staff satisfaction).

- Provide feedback to STARS Program Leadership as needed or requested.
- Agree to hold all information and data relating to a student's participation in STARS as confidential in accordance with Code of Federal Regulations (CFR 42 Part 2) as well as by any federal, state, or county statutes governing confidentiality.
- Assist the agency in locating other sources of funding for service continuation.
- Provide evaluation feedback about STARS' staff members consistent with the STARS personnel evaluation process.
- MCS reserves the right, in its sole discretion, to request the removal and replacement of STARS Therapists providing service under this agreement whose conduct, performance, or background is deemed unsatisfactory or inconsistent with the safety and wellbeing of students. Upon such request, STARS shall promptly reassign or remove the individual from providing services under this Agreement.

C. Teacher Trainings and Volunteer Involvement

- In partnership with the STARS therapists, conduct principal requested or STARS recommended in-services for students and faculty about ESAP services via classroom presentations, announcements, faculty meetings and administrative training days.

D. Parent Engagement

- Inform parents of all aspects of ESAP at the school and opportunities for parent education and involvement.

E. Non-Discrimination

- MCS agrees to notify the STARS Chief Operating Officer (COO) of any complaint of unfair or discriminatory treatment by a STARS staff member on the basis of race, creed, color, religion, sex, age, national origin, marital status, veteran status, gender, sexual orientation or disability/exceptionality, or any other classification protected by the Federal, Tennessee State constitutional or statutory law.

F. Fraud, Waste and Abuse

- MCS agrees to report any instance or suspicion of fraud, waste or abuse of STARS resources of any kind. Any knowledge or suspicion of fraud, waste, or abuse should be reported to the STARS COO.

G. Workplace Injuries

- MCS agrees to report any workplace injuries to the STARS COO. STARS staff who are injured are required to file a Worker's Compensation (WC) Claim with STARS Human Resources Department and use the panel of healthcare providers designated by the WC company. Workplace injuries may require the STARS staff member be drug tested.

TIME SPAN

These services will be provided for the FY 25-26 School year. STARS staff will follow the faculty schedule per their designated school site, with exceptions approved by the principal or their designee

FUNDING AND RATE

The funding for these services is provided in part by the Stronger Connections grant, United Way of South-Central Tennessee and private, philanthropic funds.

STARS shall submit itemized monthly invoices to the designated MCS representative no later than the 15th day of the month following the month in which services were rendered. Each invoice shall include the dates and locations of services provided, the number of days/hours worked at each site, and noting that school-based therapy services were delivered. Payment will be due to STARS within thirty (30) days of receipt of a properly submitted invoice. Tele-health services will be invoiced at the same rate as on-site services.

In the event this Agreement is terminated for any reason, MCS shall pay STARS for all undisputed services satisfactorily rendered up to the effective date of termination, in accordance with the rates and terms set forth herein.

PUBLICATIONS

All publications, press releases, or written descriptions of the program will reflect the funders as listed above and MCS.

Both MCS and STARS acknowledge that both STARS and MCS are in a contractual relationship and this Agreement does not create an employer/employee relationship or allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employee or agents of one party shall not be deemed or construed to be the employees or agents for the other party for any purpose.

STARS agrees to indemnify and hold MCS, its members, employees and agents, harmless from any liability claim, including but not limited to attorney fees or other costs incurred, for any negligent or intentional act(s) or failure to act directly or indirectly attributable to STARS, its member, employees or agents, except when such claims arise out of any recklessness or intentionally tortious act of MCS.

MCS is a government entity existing under the laws of the state of Tennessee and may not indemnify any party from liability. MCS is governed by the Governmental Tort Liability Act (GTLA) and shall be responsible for its liability under the terms of that Act, except to the extent that STARS has such liability.

This Agreement may be terminated by either party for cause, including but not limited to material breach, failure to perform, or safety concerns, upon ten (10) business days' written notice and opportunity to cure. MCS may terminate this Agreement for convenience with thirty (30) days' written notice. In the event of termination, STARS shall be entitled to payment for services performed through the termination date, subject to applicable offsets.

SIGNATURES

Rodger Dinwiddie, STARS

(DATE)



Murfreesboro City Schools Representative

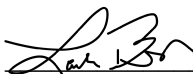
Bobby N. Duke, III

(Printed Name)

Aug 15, 2025

(DATE)

Approved as to Form:



Lauren Bush, Assistant City Attorney

STARS Nashville MOA SY 2025-2026

Final Audit Report

2025-08-15

Created:	2025-08-13
By:	Lauren Bush (lbush@murfreesborotn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArPVXcK5LtYyPQ2P-Vb0oK65Od5T3F901

"STARS Nashville MOA SY 2025-2026" History

-  Document created by Lauren Bush (lbush@murfreesborotn.gov)
2025-08-13 - 9:37:29 PM GMT
-  Document emailed to daniel.owens@cityschools.net for signature
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-  Agreement completed.
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Agenda Item Title: Education Logistics (EDULOG) Software and Services Agreement

Board Meeting Date: August 26, 2025

Department: Operations - Transportation

Presented by: Don Bartch

Board Agenda Category:

Consent Agenda ☒

Action Item ☐

Reports and Information ☐

Requires City Council Approval: Yes ☒ No ☐

Summary

MCS entered into a Software and Services Agreement with Education Logistics, Inc. (EDULOG) for the provision of pupil transportation software and support services, including geocoding, attendance boundary display, boundary planning/redistricting tools, WebQuery, the Parent Portal Lite, and hosting of currently licensed software. The contract term runs through June 30, 2026, and provides ongoing technical support and training for transportation staff.

Staff Recommendation

Approve the Education Logistics (EDULOG) Software and Services Agreement as presented.

Fiscal Impact

The total contract cost is \$32,628.09, which is within the budgeted amount of \$32,661 for FY26 paid from 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: Operations- Transportation

Contract: Software and Services Agreement for EDULOG Pupil Transportation System

Vendor: Education Logistics

Contract Term: Date of signature-6/30/26 Cost: \$32,628.09

Is Board approval required: ☒ Yes ☐ No Board Meeting Date: Consent- 8/26/25

Legal Review

Contract Identifier: 2026-OPS-005

Is the contract subject to a grant agreement? ☐ Yes ☒ No

Is there a contract renewal option? ☒ Yes ☐ No Contract Monitoring Date: 4/30/26

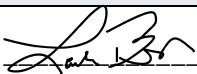
Does the contract require student information? ☒ Yes ☐ No

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:

Amendments approved by Education Logistics

Legal Approval:  Date: 8/18/25

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: 141-72710-399

Funding Source: ☒ General Purpose ☐ Federal ☐ Other: _____

Other comments:

We budgeted \$32,661 for this year's budget.

Finance Approval: 
Daniel Owens Aug 18, 2025 16:09:23 CDT

Date: Aug 18, 2025

**SOFTWARE AND SERVICES AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
EDUCATION LOGISTICS, INC.**

This Software and Services Agreement ("Agreement") is entered into as of the date of last execution below by and between Education Logistics, Inc. (herein "Service Provider") and Murfreesboro City Schools (herein "District" or "Customer").

1. **Term.** This Agreement shall become effective as of the date of last execution, and shall continue thereafter until June 30, 2026, unless otherwise terminated by either party upon thirty (30) days written notice of termination.
2. **Scope of Services and Deliverables.** Service Provider shall provide the following software and related services ("Software") as described in **Invoice No. 117120**, which is incorporated herein by reference:
 - 2.1. EDULOG Pupil Transportation System
 - 2.2. Geocoding Software
 - 2.3. Attendance Boundary Display Software
 - 2.4. Boundary Planning/Redistricting Software
 - 2.5. WebQuery
 - 2.6. Edulog Parent Portal Lite
 - 2.7. Hosting of Edulog Currently Licensed Software

Service Provider shall also provide any implementation, configuration, training, and technical support services as specified in the invoice.

2a. **License Grant.** Subject to the terms and conditions of this Agreement, and conditioned on Customer's and Users' compliance with the Agreement and this Software Addendum, EDULOG grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to use the Software during the Term solely for Customer's internal student transportation management purposes and solely in the State where Customer resides.

Customer shall not use the Software for any purposes beyond the scope of the license granted in the Agreement. Without limiting the foregoing and except as otherwise expressly set forth in the Agreement, Customer shall not at any time, directly or indirectly (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any of Service Provider's intellectual property rights or other right of any person, or that violates any applicable law.

Service Provider reserves all rights, title and interest in and to the Software, including all related intellectual property. No rights, including any rights under license, either express or

implied, are granted to Customer hereunder other than as expressly specified herein.

3. **Payment Terms.** The total cost for the products and services described above is \$32,628.09. Service Provider shall invoice the District in accordance with the schedule outlined in Invoice No. 117120. The District shall remit payment within thirty (30) days of receipt of an undisputed invoice.
4. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits local government entities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring District to indemnify or hold harmless Service Provider or any other person or entity and any limitation of liability in favor of Service Provider is deleted. No provision of this Agreement shall act or be deemed a waiver by District of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow District to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and District reserves all rights afforded to local governments under law for all general and implied warranties.
5. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, District must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 et seq., including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Service Provider or provide Service Provider with notice or the time to obtain a protective order. District does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.
6. **Termination for Convenience.** District or Service Provider may terminate the Agreement and use of the service at any time for any reason. However, termination shall not take effect until sixty (60) days after written notice is delivered by the party terminating the agreement to the other party. Such termination will not be deemed a breach of contract by either party. Upon such termination, Vendor will not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. Notices to the District shall be sent to:

Director of Schools
Murfreesboro City Schools
2552 South Church Street
Murfreesboro, TN 37127

7. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
8. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the Federal court for the Middle District of Tennessee. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.
9. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between District and Service Provider each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
10. **Non-appropriation.** Service Provider acknowledges that District is a governmental entity, and the validity of the Agreement is based upon the availability of public funding under its authority. In the event Client fails to appropriate funds or make monies available for any fiscal year covered by the term of this Agreement for the services to be provided, this Agreement shall be terminated on the last day of the fiscal year for which funds were appropriated or monies made available for such purposes without liability to District, such termination shall not be a breach of this Agreement, and any unused payment made to Service Provider shall be returned to District. Furthermore, this provision shall extend to any and all obligations imposed upon District to reimburse Service Provider for any reimbursements, refunds, chargebacks, penalties, fees, or other financial obligations which exceed the funds tendered to Service Provider, FPPs, or Payment Processing Partners in relation to any event.
11. **Non-Discrimination.** There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.
12. **Student Confidentiality - Compliance.** For purposes of carrying out this Agreement, Service

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

13. **No Taxes.** As a tax-exempt entity, District shall not be responsible for sales or use taxes incurred for products or services. District shall supply Service Provider with its Sales and Use Tax Exemption Certificate upon Service Provider's request. This provision does not address responsibility for customs duties or tariffs or other such fees relating to imported goods.
14. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.
15. **Survival.** This Addendum shall survive the completion of or any termination of the Agreement or other document which may accompany the Agreement or be incorporated by reference.
16. **No Presumption Against Drafter.** This Addendum shall not be construed for or against any party because that party or that party's legal representative drafted any of its provisions. Accordingly, this Addendum shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Addendum differs in any respect from any previous draft hereof.
17. **Counterparts.** This Addendum may be executed in one or more counterparts by District and Service Provider. If so executed, the signer shall deliver an original to the other party and the collective counterparts shall be treated as the fully executed document.
18. **Effective Date.** This Addendum shall be effective immediately after the Agreement is effective.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement:

EDUCATION LOGISTICS, INC.

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke III

Bobby N. Duke, III
Director of Schools

Date

Aug 18, 2025

Date

Printed Name

Title

Approved as to form:

Lauren Bush

Lauren Bush, Assistant City Attorney

Education Logistics Software and Services Agreement

Final Audit Report

2025-08-18

Created:	2025-08-18
By:	Lauren Bush (lbush@murfreesborotn.gov)
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"Education Logistics Software and Services Agreement" History

-  Document created by Lauren Bush (lbush@murfreesborotn.gov)
2025-08-18 - 8:16:44 PM GMT
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-  Email sent to brian.rome@cityschools.ne bounced and could not be delivered
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-  Agreement completed.
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Agenda Item Title: Review and Approval of Changes to Expense Allowances and Reimbursement Guidelines

Board Meeting Date: August 26, 2025

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

Board policy 2.804 states that the Board shall review expenses and reimbursement guidelines on an annual basis. The Board policy is presented for your review, and no additional action is needed. The policy was last adjusted on March 12, 2024.

Staff Recommendation

For informational purposes only

Fiscal Impact

For informational purposes only

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring:

Review: Annually, in
January

Descriptor Term:

Expenses and Reimbursements

Descriptor Code:

2.804

Issued Date:

03/12/24

Rescinds:

2.804

Issued:

01/28/20

1 Central Office

2 The Board shall review expense allowances and reimbursement guidelines on an annual basis.

3 Requests for travel reimbursements shall be submitted to the employee's supervisor who shall then
4 submit it to the Finance Office within fourteen (14) calendar days of the date of the completion of such
5 travel. The Director of Schools shall develop procedures and forms to ensure consistency and
6 transparency with the implementation of this policy.

7 SCHOOL PERSONNEL

8 School personnel who incur expenses in carrying out their authorized duties will be reimbursed upon
9 submission of an approved purchase requisition, travel reimbursement form and supporting
10 documentation except where specified in administrative procedures.

11 Expenses for travel will be reimbursed when the travel has the advance authorization of the Director of
12 Schools. The Director of Schools may grant this authorization without prior board action when the travel
13 expense has been anticipated and incorporated into the operational budget of the particular program
14 involved.

15 The Board shall be responsible for all expenses pertaining to staff development. Student activity funds
16 shall not be used for this purpose.¹

17 BOARD MEMBERS

18 The members of the Board shall be paid for transportation, lodging, meals and other pertinent expenses
19 when traveling on business for the Board. No expense will be reimbursed if the individual is entitled to
20 reimbursement from any other source. Attendance at conventions or other educational meetings or travel
21 for other school purposes shall be authorized in advance by the Board.² Salary and other benefits shall be
22 determined by the local funding body.³ Expenses shall be submitted to the Office of the Director of
23 Schools within thirty (30) days of the date of completion of such travel. The rate of payment shall be the
24 same as the rate for members of the professional staff.

25 National Conferences

26 At least thirty (30) days prior to the deadline for early or discounted registration for a national conference
27 related to education, all Board members interested in attending shall inform the Board Secretary of their

interest in writing. At the next regularly scheduled board meeting, the Board Chair shall randomly select an agreed upon number of Board members who meet the budgeted amount for attending the national conference; however, a member who has attended the national conference the prior year shall not be eligible to attend unless no other members are interested, and sufficient funds exist in the budget.

Meals

No school board member shall be entitled to reimbursement for food and/or beverage expenses incurred as part of a benefit or fundraising event or an event when the primary purpose is social.

A Board member shall be reimbursed for meals consumed while on official travel pursuant to the rates established by administrative procedure and consistent with the rate of reimbursement for members of the professional staff. If a Board member's meal is included as part of the conference or seminar charge, the Board member cannot seek reimbursement for that meal.

An official may be reimbursed for expenses arising from meals with other Board members or school district employees, if: (i) MCS business is the primary purpose of the meal, (ii) MCS business is conducted during the meal, and (iii) MCS business cannot conveniently be scheduled during non-meal hours. The rate of payment shall be the same as the rate for members of the professional staff.

Entertainment

A Board member is not entitled to reimbursement of any expense incurred in entertaining another person.

Resource Materials

A Board member may be entitled to reimbursement for the cost of acquiring a book, DVD, or other resource or research material if it relates to a matter within the Board member's present jurisdiction on the Board or to the Board member's general responsibilities as a member of the Board, provided (i) said resource material will be of benefit and interest to persons other than the one individual, (ii) the materials are placed in the permanent possession of the most relevant department head, and (iii) the purchase is within the budget.

Approval of Board Member Expense Requests

The Finance Director shall be responsible for review and approval of all Board Member expense requests. The Finance Director shall review the request to ensure sufficient funds exist in the budget to pay the request and that the request is otherwise in compliance with Board Policy.

Legal References

1. *Tennessee Internal School Funds Manual*, Section 5-18
2. TCA 49-2-2001(c)
3. TCA 49-2-202(d)

Agenda Item Title: Approval of Letter of Agency for Tennessee Education Broadband Consortium (E-Rate Funding Years 2026-2030)

Board Meeting Date: August 26, 2025

Department: Technology

Presented by: April Zavis

Board Agenda Category:

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

Requires City Council Approval: Yes ☐ No ☒

Summary

The district is asked to approve the Letter of Agency authorizing participation in the Tennessee Education Broadband Consortium for E-rate Funding Years 2026-2030. This authorization allows the Consortium to submit required E-rate forms on behalf of the district to secure discounted telecommunications and internet services. Participation ensures access to federally subsidized broadband infrastructure and resources, with the district retaining responsibility for filing its own FCC Form 471.

Staff Recommendation

Approval of the Letter of Agency for E-rate Funding Years 2026-2030 with the Tennessee Education Broadband Consortium.

Fiscal Impact

Approval enables the district to access significant federal E-rate discounts, reducing the cost of eligible broadband and telecommunications services. The district is responsible only for its non-discounted share of services.

Connection to MCS's Five-Year Strategic Plan

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



Tennessee Education Broadband Consortium
Tennessee Department of Education
710 James Robertson Parkway
Andrew Johnson Tower, 10th Floor
Nashville, TN 37243

Letter of Agency for E-Rate Funding Years 2026 – 2030

This is to confirm our participation in the Tennessee Education Broadband Consortium for the procurement of all E-rate Program eligible products and services, both Category 1 and Category 2.

I hereby authorize the Tennessee Education Broadband Consortium to submit FCC Form 470 and other E-rate forms to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the _____ will file FCC Form 471 on its own behalf utilizing resources outlined on the consortium FCC Form 470. This Letter of Agency will remain in effect for E-rate Funding Years 2025-2030 or until the expiration of the resulting contract(s) including any executed extensions.

I understand that, in submitting these forms on our behalf, you are making certifications for _____ . By signing this Letter of Agency, I make the following certifications:

- a) (For School Agencies) - I certify that our school or the schools in our district are all schools under the statutory definitions of elementary and secondary schools as defined under 47 C.F.R. § 54.500, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) I certify that our school district/school has/have secured access, separately or through this program, to all of the resources, including computers, training, professional development, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the billed entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.
- c) I certify that the services the school or district purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the Federal Communications Commission ("Commission" or "FCC") at 47 C.F.R. § 54.513.
- d) I certify that our school district/school has complied with all program rules, and I acknowledge that failure to do so may result in denial of funding requested and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- e) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- f) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries

discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the Schools and Libraries (E-rate) Program.

- g) I certify that I am authorized to procure and/or order telecommunications and other supported services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), by fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001, and for civil violations of the False Claims Act, 31 U.S.C. § 3729 et seq.
- h) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the Schools and Libraries support mechanism are subject to suspension and debarment from the program, 46 C.F.R. § 54.8. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the Schools and Libraries support mechanism.
- i) I certify that, to the best of my knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. I acknowledge that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.
- j) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to The Tennessee Education Broadband Consortium for E-rate submission is true.

Name of Entity: _____

E-Rate Billed Entity Number: _____

Signature: _____

Date: _____ (Month, Day, Year)

Name: _____

Title: _____

Agenda Item Title: Surplus Items

Board Meeting Date: August 26, 2025

Department: Finance and School Operations

Presented by: Trey Duke

Board Agenda Category:

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

Summary

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

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

Staff Recommendation

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

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

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

Property of
Murfreeboro City Schools
959795

Property of
Murfreeboro City Schools
959803

Property of
Murfreeboro City Schools
959801

Property of
Murfreeboro City Schools
959806

Property of
Murfreeboro City Schools
959799

Property of
Murfreeboro City Schools
959800

Property of
Murfreeboro City Schools
959804

Property of
Murfreeboro City Schools
959812

Property of
Murfreeboro City Schools
959810

Property of
Murfreeboro City Schools
959797

Property of
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959808

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959793

Property of
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959814

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959813

Property of
Murfreeboro City Schools
959794

Property of
Murfreeboro City Schools
959809

Property of
Murfreeboro City Schools
959840

Property of
Murfreeboro City Schools
959807

00029
11616 000029
12616 000049

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
2 play refrigerators					\$100
1 play stove					\$25
1 play baby bed					\$25

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

Robin Newell School Cason Lane Date 8-12-25
Principal PreK

Supervisor _____ Date _____

D. B. [Signature] Date 8/19/25
Assistant Superintendent of School Operations or Director of Technology

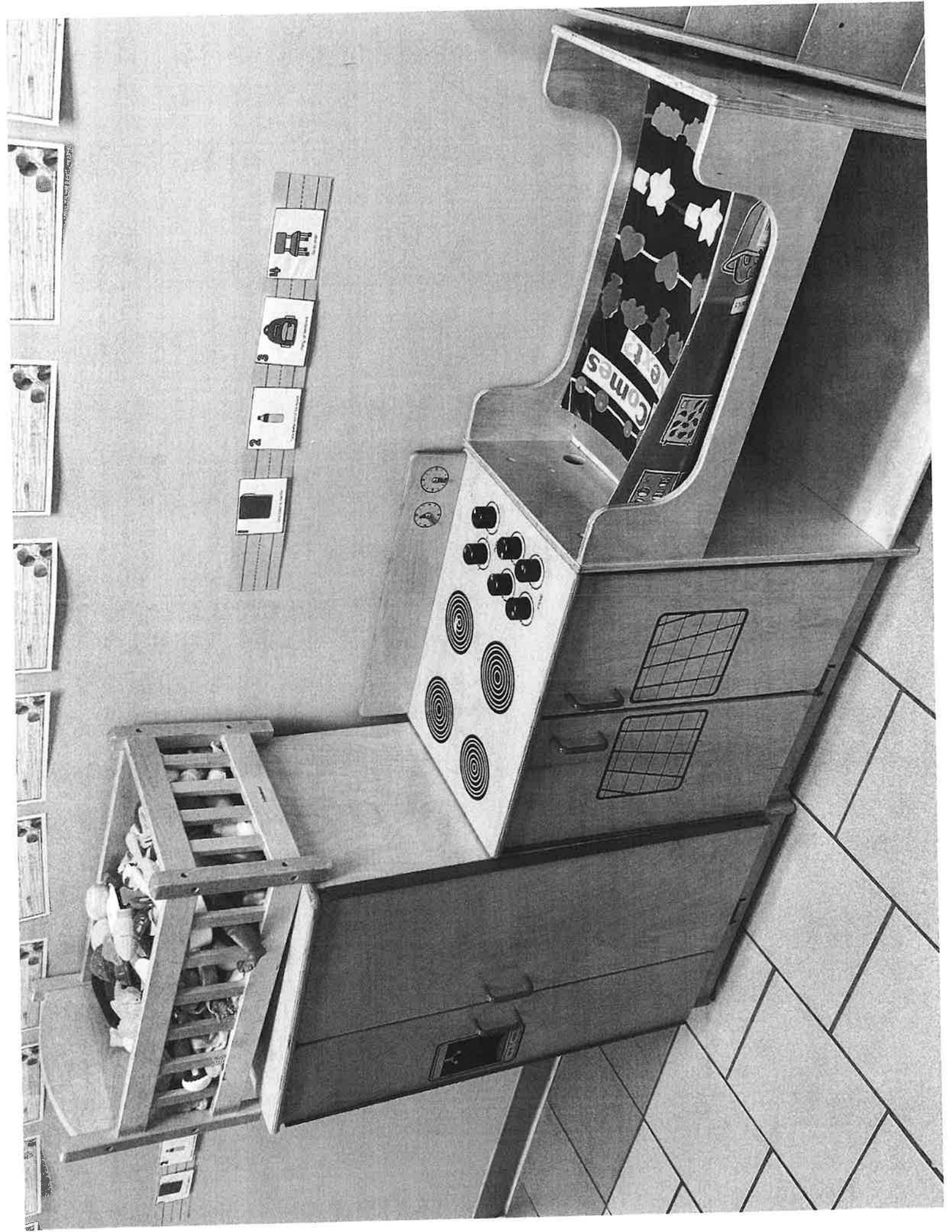
Bobby W. Duke III Date 8/21/25
Director of Schools

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: _____





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).

[illegible]

Does not work

Does not
work
properly

Principal J. Spencer School ESE Date 8.8.25

Supervisor DBW Date 8/19/25
Assistant Superintendent of School Operations or Director of Technology 1115

Director of Schools

Date 8/21/25

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: _____

Nutrition

which has no value or has a value less than five hundred dollars
necessity of bids as required by this section.
the principal of the school with the surplus personal property, the
n, and the chairman of the local board of education, all must agree
value or is of a value less than five hundred dollars (\$500).

Not usable leaf hog
tag for item that
was disposed of.

PHOTOGRAPH OF THE ITEMS LISTED BELOW MUST BE SUBMITTED WITH PHOTO TO INVENTORY CONTROL. YOUR PHOTOGRAPH MUST BE SIGNED AND DATED CONCERNING DISPOSAL METHOD.

[illegible]

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

Principal _____ School _____ Date _____

Supervisor _____ Date _____

Supervisor *De Ball* Date 8/19/25
Assistant Superintendent of School Operations or Director of Technology

Assistant Superintendent of School Operations or Director of Technology
Bulchew Datta III Date 8/21/21
 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: J. Sander Date: 8/11/25

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

- 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.**

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

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

Signature: _____ Date: _____

(No subject)

From: Kelsi Poplawski <kelsipoplawski13@gmail.com>
Date: Mon 8/4/2025 2:01 PM
To: Kelsi Poplawski <kelsipoplawski@cityschools.net>

WARNING: This email originated outside of Murfreesboro City Schools. DO NOT CLICK links or attachments unless you recognize the sender and verify the content is safe.







Galanz

Household refrigerator
Model No.: GL17BK
Refrigerator capacity: 1.7 cu.ft
High side: 320 psig
Low side: 120 psig
Rated voltage: 120 VAC
Rated frequency: 60 Hz
Current: 0.8 A
Foaming agent: CYCLOPENTANE
Refrigerant: R600a/0.64 oz
Net weight: 30.64 lbs



FREE-STANDING
INSTALLATION ONLY

CUSTOMER SERVICE USA 800-562-0738

Refrigerador de Uso Doméstico

Modelo No.: GL17BK
Capacidad del Refrigerador: 1.7 pies cúbicos
Alta Presión: 320 psig
Baja Presión: 120 psig
Tensión Nominal: 120 VAC
Frecuencia Nominal: 60 Hz
Corriente: 0.8 A
Agente Espumante: CICLOPENTANO
Refrigerante: R600a/0.64 oz
Peso Neto: 30.64 lbs



PARA INSTALACION
INDEPENDIENTE SOLAMENTE

SERVICIO AL CLIENTE EEUU 800-562-0738

Manufactured in July 2018
Made in China
Series: BX18060710260

CYCLOPENTANE



1) DANGER
Refrigerant
Service Pers
Tubing. Caution

2) CAUTION -
Refrigerant Use
Guide Before A
Safety Precauti
3) CAUTION - F
Properly In Accor
Regulations. Flan
4) CAUTION - Ris
Puncture Of Refrig
Instructions Carefu

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

- [illegible]

Principal

School Bradley Academy

Date 01/3/25

Supervisor

Date _____

Assistant Superintendent of School Operations or Director of Technology

Date 8/1/03

Director of Schools

Date 1/9/23

Board Chairman

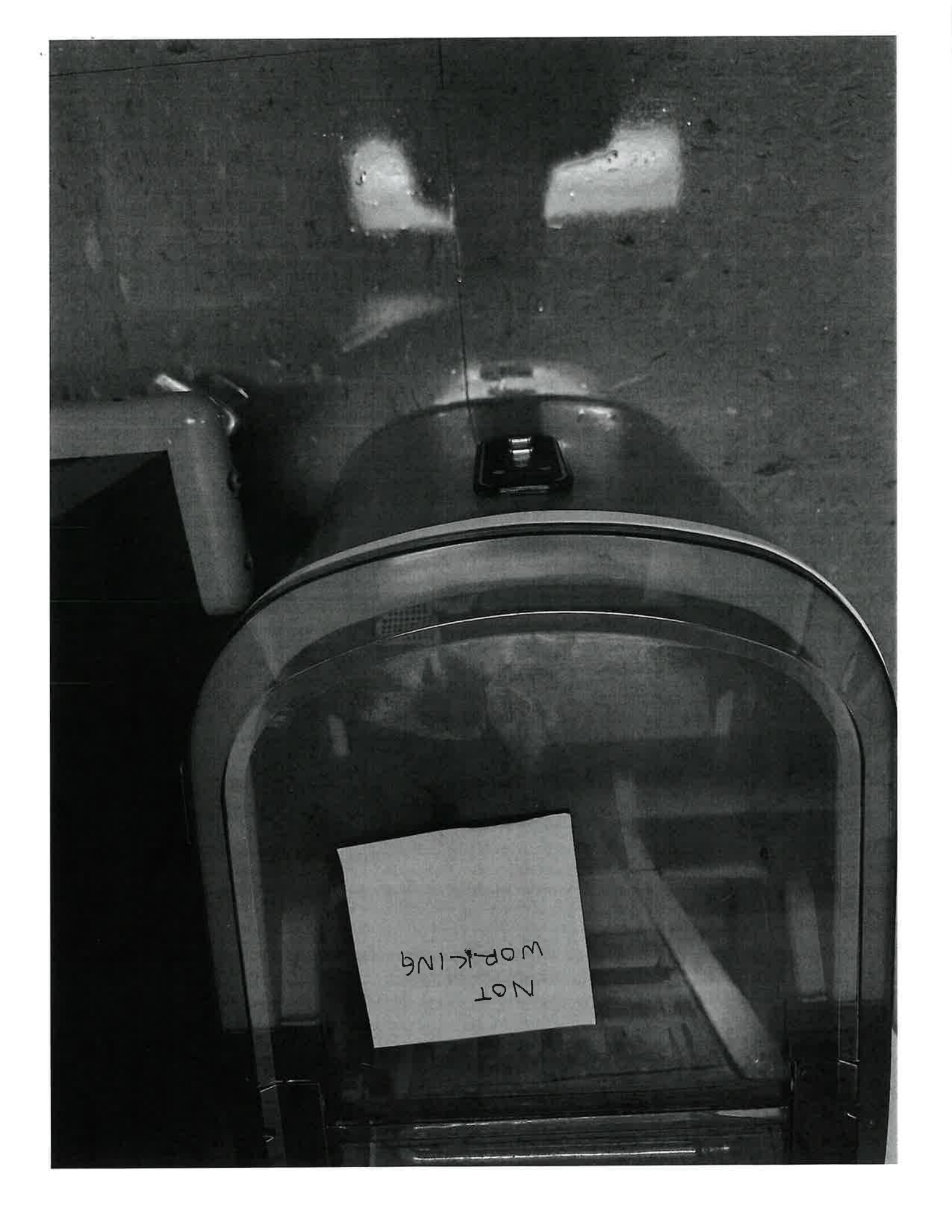
Date _____

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: _____





A black and white photograph showing a close-up of a piece of equipment, possibly a scientific instrument or a specialized storage container. The equipment has a dark, metallic-looking body with a prominent, rounded, transparent door or window. A small, dark, rectangular component is mounted on the top surface of the equipment. A white rectangular sign is affixed to the lower-left portion of the transparent door. The sign contains the text "NOT WORKING" written in capital letters, oriented vertically. The background is dark and textured, with some light-colored, irregular shapes visible in the upper portion of the frame.

NOT
WORKING

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

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

[illegible]

Principal Spencer School Erma Siegel Date 8.5.25

Supervisor  Date 2/7/25
Assistant Superintendent of School Operations or Director of Technology

Assistant Superintendent of School Operations or Director of Technology
 Bobby N. Dubell Date 8/20/25
 Director of Schools

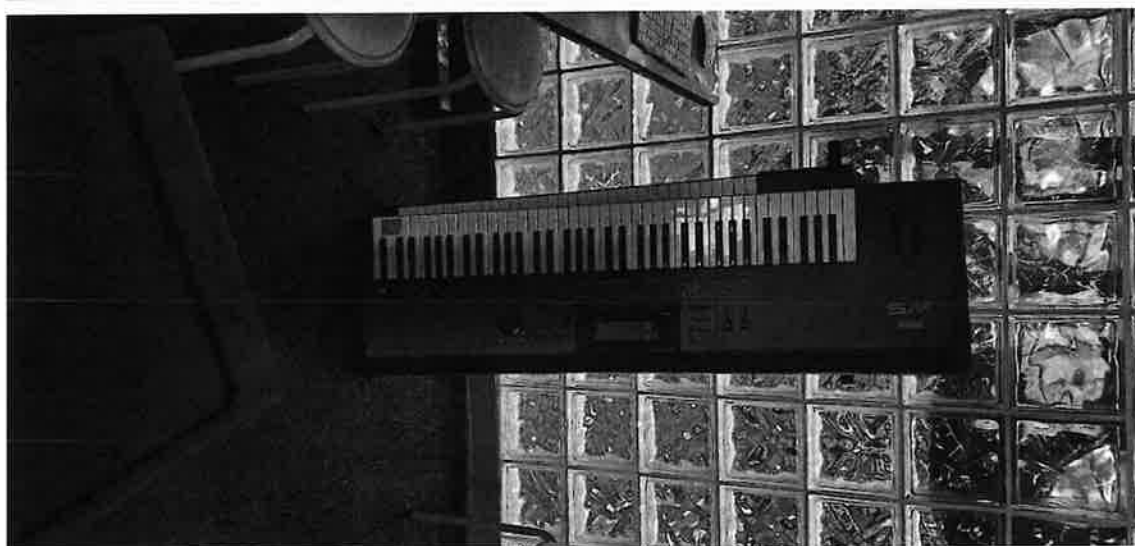
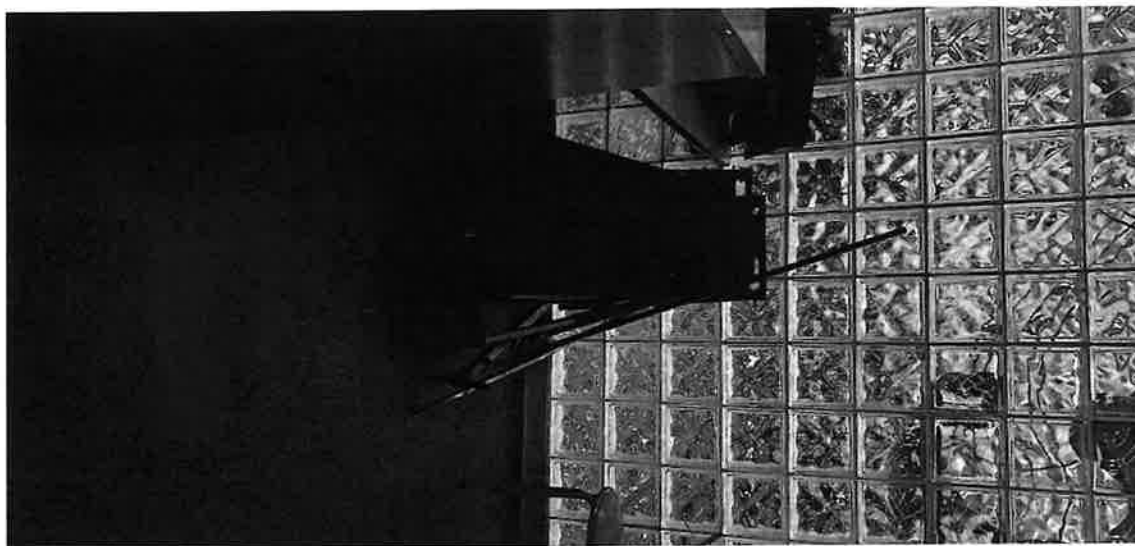
Board Chairman

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: _____



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.
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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
Projector	20399 (BR)	Epson	EX30	LSVF892889L	\$100.00
Projector	20402 (BR)	Epson	S5 PowerLite	JWUE7Y8573L	100.00
Projector	20405 (BR)	Epson	PowerLite S3	GM9G516103F	100.00
Mac Book	9544105	Apple	iBOOK G4		
Camcorder	1221 (Title)	JVC	GR-D796U		
Camcorder		Sony	DCR-HC21	4302412	
Camcorder	1213 (Title)	JVC	GRD796U		
Camera	417469	Sony	DSC-W55	7003400	
Camera	17467	Sony	DSC-W55	7003402	
Camera	1220 (Title)	Sony	DSC-W55	7003407	

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 Bradley AcademyDate 7/29/25

Supervisor

Date _____

Assistant Superintendent of School Operations or Director of Technology

Date 8/6/25

Director of Schools

Date 8/20/25

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: _____







Epson 1280PS

BANKERS BOX



A/V Mute

Open



PowerLite S5

Lamp
Temp



BC#20402
Bradley Library

EPSON

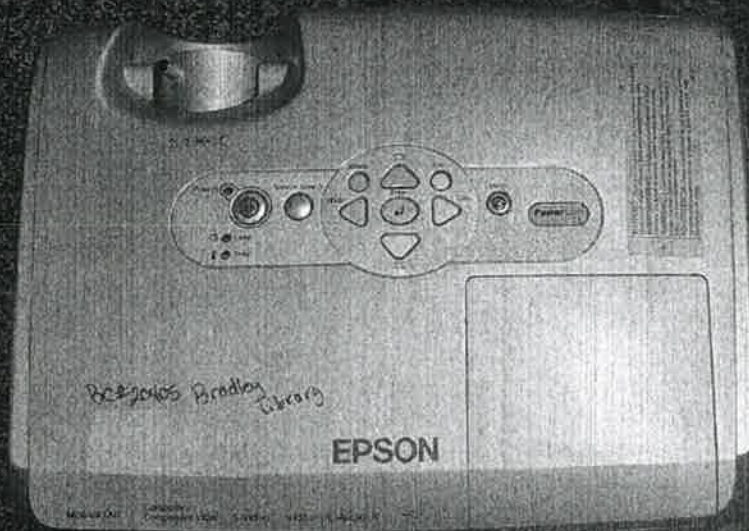
WARNING: Do not attempt to disassemble or repair this product. Doing so may void the warranty.
AVERTISSEMENT: Ne tentez pas de démonter ou de réparer ce produit. Cela peut annuler la garantie.
WARNUNG: Versuchen Sie nicht, das Produkt zu zerlegen oder zu reparieren. Dies kann die Garantie annullieren.
ADVERTENCIA: No intentes desmontar ni reparar este producto. Esto puede anular la garantía.

The lamp in this product contains mercury.
Dispose according to local state or federal laws.
4072 2010-09-01

Bradley Value Plus







Beckwith Bradley Library

EPSON

Model: 600 Capacity: 100 pages 5 x 7 in. 1440 x 720 dpi

BRADLEY



Agenda Item Title: Internal Schools Accounts Payable as of June 30, 2025

Board Meeting Date: August 26, 2025

Department: Finance

Presented by: Trey Duke, Director of Schools

Board Agenda Category:

Consent Agenda ☐

Action Item ☒

Reports and Information ☐

Requires City Council Approval: Yes ☐ No ☒

Summary

The Finance Director requests the Board approval of the Internal Schools' fund outstanding accounts payable totaling \$4,743.00 as of June 30, 2025.

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

Staff Recommendation

Recommend approval of the Internal Schools accounts payable as of June 30, 2025.

Fiscal Impact

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

Connection to MCS's Five-Year Strategic Plan

- ☐ **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

Schedule of Accounts Payable as of 6/30/25

School	Vendor	A/P Amount	Total A/P by Entity
Hobgood (004)	Canon Solutions America	\$701.38	\$701.38
Mitchell-Neilson (005)	Canon Solutions America	\$579.64	\$718.62
	Katherine Tennant	\$74.00	
	Jayla Hancock	\$64.98	
Reeves-Rogers (007)	Perma-Bound	\$107.72	\$107.72
Northfield (009)	Canon Solutions America	\$198.79	\$198.79
Black Fox (010)	Canon Solutions America	\$747.96	\$747.96
Erma Siegel (012)	Canon Solutions America	\$759.64	\$786.64
	MaxShred	\$27.00	
Scales (015)	Canon Solutions America	\$637.47	\$637.47
Overall Creek (016)	Canon Solutions America	\$429.40	\$429.40
Discovery (902)	Canon Solutions America	\$415.02	\$415.02
Total			\$4,743.00

Agenda Item Title: Contract with Delta Dental for Dental Services (RFP 2026-01)

Board Meeting Date: August 26, 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

Murfreesboro City Schools issued RFP 2026-01 for employee dental services in July 2025. Four vendors submitted proposals. After review, staff recommends awarding the contract to Delta Dental. Delta Dental's proposal provides increased network coverage, no waiting periods (a key request from staff), and includes a one-year rate guarantee with a 3% cap over prior rates for the contract term. Notably, Delta Dental's quoted rates reflect a 14% decrease compared to current costs, whereas incumbent BCBST's proposal included a 5.7% increase. Gallagher Consulting assisted with the RFP evaluation process. The contract will run from January 1, 2026 through January 1, 2029, and may be amended as recommended by Legal Counsel.

Staff Recommendation

Approval of contract with Delta Dental for employee dental services

Fiscal Impact

Delta Dental's proposal represents a 14% decrease in rates from current costs, with a 1-year rate guarantee and a 3% cap on increases for the term of the contract. Based on current enrollment, the net savings for all major funds will be \$61,718 during the 2026 calendar year.

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

Funding Year	2025-2026
Bid Due Date and Time	8/19/2025 2:00 PM
Contract Start Date	1/1/2026
Bid # - If Applicable	RFP-2026-01

Dental Insurance	See RFP-2026-01 for details.
------------------	------------------------------

Directions
•Enter your vendor name and arrange eligible costs in ascending order, from lowest to highest. •Vendors are awarded points based on how effectively they meet each evaluation factor. •All factor scores are totaled per vendor; the highest-scoring vendor is selected as the winning bidder. •If no bids are submitted, note 'No Bids Received' under 'Winning Bidder' and sign and date the matrix. •Retain this evaluation and all submitted bids—both winning and non-winning—for your records.

Bid Opening Role	Title	Printed Name	Signature
Bid Opener	Purchasing Agent	Adam Grisz	<i>[Signature]</i>
Witness	Finance Manager	Beth Prater	<i>[Signature]</i>
Witness	Fixed Assets	Dena Thomas	<i>[Signature]</i>

	# of Responders: 4				
	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
Vendor Name	BCBS of TN	Cigna Health	Delta Dental	MetLife	
Date Received	7/24/2025	7/24/2025	7/24/2025	7/25/2025	
Total Cost	TBD by Gallagher	TBD by Gallagher	TBD by Gallagher	TBD by Gallagher	

Selection Criteria Scale	
Selection Criteria	Criteria Weight*
Shipped in Sealed Envelope	25
Package labeled "Dental Insurance Proposal"	25
All signed forms included	25
Completeness of RFP	20
Overall Binder Presentation	5
Total Possible Points	100



Vendor 1 Score	Vendor 2 Score	Vendor 3 Score	Vendor 4 Score	Vendor 5 Score
25	25	25	25	
25	25	25	25	
25	20	25	25	
20	18	20	20	
5	5	5	3	
100	93	100	98	

Overall Score	
Vendor Name	Score
BCBS of TN	100
Cigna Health	93
Delta Dental	100
MetLife	98
Total Possible Points	100

Vendor Selected:	Delta Dental
Approved By:	<i>[Signature]</i>
	Adam Grisz
	Purchasing Agent
Date:	8/21/2025

Comments related to a specific bid: BCBS TN: None Cigna Health: Missing Iran Divestment Act & Non-Boycott of Israel signed forms. Included a duplicate copy of Certificate of Nondiscrimination. Delta Dental: None MetLife: Sent two packets. One packet received during original RFP post, the second packet received during the repost.
--

GROUP PREPAID DENTAL CARE SERVICE CONTRACT

ACCEPTANCE AND CONTRACT

The issuance of this signed CONTRACT by DDTN acknowledges acceptance of the GROUP's application for coverage. The coverage detailed in this CONTRACT is extended to the GROUP at the rates stated herein. Coverage is based upon the terms and conditions set out in this CONTRACT including all schedules, endorsements and amendments.

So long as GROUP pays the PREMIUM as agreed, DDTN agrees to provide the BENEFITS described in this CONTRACT. BENEFITS will start at 12:01 AM Standard Time on the EFFECTIVE DATE. This CONTRACT will continue for the period of time shown on the Declaration Page. After the initial CONTRACT TERM, DDTN will extend this CONTRACT as described herein. CONTRACT may be ended in accordance with ARTICLE 7. If DDTN does not receive payments in accordance with this CONTRACT, it may suspend payment of claims.

Any changes to the rates, terms or conditions of this CONTRACT will only be effective when issued in writing by DDTN. No agent or broker or other employee of GROUP has the authority to change or waive any provisions of this CONTRACT.

This CONTRACT is issued on this the _ day of month 20, by,

Delta Dental of Tennessee
P.O. Box 23470
Nashville, TN 37202
615-255-3175



Jeffrey Ballard

President & CEO
Title

ARTICLE 1. DEFINITIONS

As used in this CONTRACT:

- 1.1 **"BENEFITS"** means the amounts that DDTN will pay for dental services under this CONTRACT.
- 1.2 **"BENEFIT YEAR"** is the period from January 1 to December 31 of the same calendar year, unless otherwise defined on the Declaration Page. No BENEFITS will be allowed before the EFFECTIVE DATE of the MEMBER'S coverage.
- 1.3 **"CLAIM FORM"** is a request for payment under a dental benefit plan; a statement listing services rendered, the dates of services and itemization of costs. The completed request serves as the basis for payment of benefits. CLAIM FORM also includes claims filed with DDTN electronically.
- 1.4 **"COBRA-MEMBER"** is a MEMBER who ceases to be eligible as a SUBSCRIBER or DEPENDENT, but chooses to continue coverage as allowed under 29 USC § 1161 et seq. or an applicable state continuation of coverage provision.
- 1.5 **"CONTRACT"** is this agreement between DDTN and GROUP, including the Application, Declaration Page, all Schedules and all Endorsements and Amendments as issued by DDTN.
- 1.6 **"CONTRACT TERM"** is the time starting with the EFFECTIVE DATE and ending 12 months later, plus any renewals or extensions unless noted otherwise on the Declaration Page. The CONTRACT TERM will end with the termination or cancellation of the CONTRACT.
- 1.7 **"CONTRACT YEAR"** is the 12 months starting on the EFFECTIVE DATE and each subsequent 12 months while the CONTRACT is in effect.
- 1.8 **"DDTN"** is Delta Dental of Tennessee, a Tennessee Not-for-Profit Corporation. As used in this contract, DDTN may refer to Delta Dental of Tennessee acting on its own behalf or acting on behalf of or in conjunction with a member or members of the Delta Dental Plans Association.
- 1.9 **"DEDUCTIBLE"** is the amount the MEMBER must pay for services in any BENEFIT YEAR before BENEFITS will be paid by DDTN, subject to limitations shown on the Declaration Page.
- 1.10 **"DENTIST"** is a person licensed to practice dentistry when and where services are performed. DENTIST may also apply to auxiliary personnel legally authorized to perform services under the supervision of a person licensed to practice dentistry.
- 1.11 **"DEPENDENT"** is a Dependent of a SUBSCRIBER who is enrolled in this GROUP program.
- 1.12 **"EFFECTIVE DATE"** is 12:01 AM at the GROUP's address on the date the CONTRACT begins, as shown on the Declaration Page.
- 1.13 **"EMPLOYEE"** is an employee of the GROUP who is eligible for enrollment in the GROUP program.

- 1.14** "GROUP" is the employer, association or trust named in the Application.
- 1.15** "MAXIMUM PLAN ALLOWANCE" is the maximum fee DDTN will pay for a single procedure.
- 1.16** "MEMBER" is a SUBSCRIBER or a DEPENDENT who is enrolled in this GROUP's dental program.
- 1.17** "NON-PARTICIPATING DENTIST" is any DENTIST who is not a member of DDTN or any other organization that is a member of Delta Dental Plans Association.
- 1.18** "OPEN ENROLLMENT PERIOD" is the last month of each CONTRACT YEAR. During this period, EMPLOYEES may change DEPENDENT coverage to be effective on the first day of the next CONTRACT YEAR
- 1.19** "PARTICIPATING DENTIST" is a licensed DENTIST who is a member of DDTN or any other organization that is a member of Delta Dental Plans Association, and who has agreed to abide by their rules and regulations.
- 1.20** "PREMIUM" is the monthly amount paid by GROUP to DDTN to provide coverage under this CONTRACT
- 1.21** "SUBSCRIBER" is an EMPLOYEE who is enrolled in this GROUP's dental program.

ARTICLE 2. MONTHLY PREMIUMS

- 2.1** GROUP will pay PREMIUMS to DDTN at the address shown in ARTICLE 6. DDTN may select any other address. GROUP will make timely payment of PREMIUMS based upon the rates shown on the Declaration Page. Payment of PREMIUMS indicates the acceptance of this CONTRACT, its attachments, and later endorsements and amendments.
- PREMIUMS for COBRA-MEMBERS will be the same as for MEMBERS with the same coverage. GROUP will pay monthly PREMIUMS for COBRA-MEMBERS to DDTN. GROUP may charge COBRA-MEMBERS for their coverage as permitted by 29 USC §1162.
- 2.2** This CONTRACT will not be in effect until DDTN receives the first month's PREMIUM. All PREMIUMS are due at DDTN on the 1st day of the month for which coverage is being extended. PREMIUMS will be deemed late if they have not been received at DDTN by the delinquent date printed on the Declaration Page. If the PREMIUM is not received by the delinquent date, DDTN may stop paying claims until payment is received.
- Should PREMIUMS not be received at DDTN for 15 days after the delinquent date, DDTN may cancel coverage in accordance with Article 7.
- 2.3** DDTN may change the rate of monthly PREMIUMS whenever the CONTRACT is amended or renewed with at least a 30 day notice.
- 2.4** Terms and conditions governing membership enrollment will be found in Schedule C.

ARTICLE 3. LIMITATIONS AND EXCLUSIONS FOR ALL BENEFITS

- 3.1** DDTN will only pay the BENEFITS stated for each type of dental service described in the schedule or schedules of benefits. Not all dental services are BENEFITS under this contract. BENEFITS will only be provided for MEMBERS who are enrolled on the date of treatment. BENEFITS will be based on the date services were completed. Services must be provided by a DENTIST or properly licensed employee of DENTIST. To be a paid BENEFIT, services must be necessary and must be provided by generally accepted dental practice standards, as determined by the dental profession. DDTN will pay allowable BENEFITS based upon the percentages shown on the Declaration Page. Such percentages will be applied to the lesser of the MAXIMUM PLAN ALLOWANCE or the fees the DENTIST charges for the service.

DDTN will govern this plan as a DELTA USA program and follow applicable Delta USA Processing Policies. A DELTA USA program is a program where DDTN and other Participating Plans have agreed to provide to MEMBERS the BENEFITS set forth in the CONTRACT. DDTN shall be the Control Plan for this CONTRACT. DDTN may act for itself and on behalf of each Participating Plan, for the purposes herein cited.

3.2 OPTIONAL SERVICES

- a) In cases where alternate or optional methods of treatment exist, BENEFITS are provided for the least costly professionally accepted treatment. This determination is not intended to recommend which treatment should be provided. It is a determination of BENEFITS under terms of the MEMBER's coverage. The DENTIST and MEMBER should decide the course of treatment. If the treatment rendered is other than the covered BENEFIT, the difference between DDTN's allowance and the DENTIST's fee, up to the approved amount, for the actual treatment rendered is due from the MEMBER.
- b) Payment made by DDTN for any surgical service will include charges for routine post-operative exams or visits.
- c) In the event a MEMBER transfers from one DENTIST to another during the course of care, DDTN may limit BENEFITS. DDTN will limit BENEFITS to the amount that would have been paid had only one DENTIST rendered the service.

3.3 EXCLUSIONS

DDTN does not pay BENEFITS for:

- a) Treatment of injury or illness covered by Workers' Compensation or Employer's Liability Laws.
- b) Services received without cost from any federal, state or local agency. This exclusion will not apply if prohibited by law.
- c) Cosmetic surgery or procedures for purely cosmetic reasons unless specifically listed as a BENEFIT.
- d) Services for congenital (hereditary), hypodontia, or developmental malformations. Such malformations include, but are not limited to, cleft palate, upper and lower jaw malformations. This does not exclude those services

provided under Orthodontic BENEFITS, if covered.

- e) Treatment to restore tooth structure lost from wear or attrition.
- f) Treatment to rebuild or maintain chewing surfaces due to teeth out of alignment or occlusion; or treatment to stabilize the teeth. For example: equilibration, periodontal splinting and double abutments on bridges.
- g) Oral hygiene and dietary instructions, treatment for desensitizing teeth, prescribed drugs or other medication, experimental procedures, conscious sedation, and extra oral grafts (grafting of tissues from outside the mouth to oral tissues).
- h) Charges by any hospital or other surgical or treatment facility and any additional fees charged by the DENTIST for treatment in any such facility.
- i) Diagnosis or treatment for any disturbance of the temporomandibular joints (jaw joints) or myofacial pain dysfunction.
- j) Services by a DENTIST beyond the scope of his license.
- k) Dental services for which the MEMBER incurs no charge.
- l) The portion of dental services charges where charges for such care exceed the charge that would have been made and actually collected if no coverage existed.
- m) General Anesthesia or IV Sedation is a BENEFIT only when administered by a properly licensed DENTIST. It must take place in a dental office in conjunction with covered surgical procedures or when necessary due to concurrent medical conditions.

3.4 No change in BENEFITS will become effective during a CONTRACT TERM unless GROUP and DDTN agree in writing.

ARTICLE 4. DEDUCTIBLE, MAXIMUM AND COORDINATION OF BENEFITS

4.1 DDTN will not pay BENEFITS until the annual DEDUCTIBLE amount has been met. The annual DEDUCTIBLE per MEMBER and/or per family is shown on the Declaration Page. The DEDUCTIBLE will apply for the calendar year unless noted on the Declaration Page.

4.2 The DEDUCTIBLE applies to the benefit types as shown on Declaration Page. Only fees a MEMBER pays for services covered under the benefit schedules included in this CONTRACT will count toward satisfying the DEDUCTIBLE.

4.3 Unless noted on the Declaration Page, the DEDUCTIBLE and MAXIMUMS apply each CALENDER YEAR.

4.4 **MAXIMUM** DDTN will pay up to the Maximum Amount shown on Declaration Page.

4.5 **COORDINATION OF BENEFITS** If a MEMBER is entitled to coverage under

more than one insurance policy or benefit program, the BENEFITS of this CONTRACT will be subject to the following conditions:

- a) If the other program is not primarily a dental program, this program is primary.
- b) If the other program is for dental coverage, the following rules are applied:
 - 1. The program covering the patient as an employee is primary over a program covering the patient as a dependent.
 - 2. Where the patient is a dependent child: primary dental coverage will be determined by the date of birth of the parents. The coverage of the parent whose date of birth occurs earlier in the calendar year will be primary. For a dependent child of legally separated or divorced parents, the coverage of the parent with legal custody, or the coverage of the custodial parent's spouse (i.e. stepparent) will be primary.
 - 3. If there is a court decree stating that one parent has financial responsibility for a child's health care expenses, any dependent coverage of that parent will be primary to any other dependent coverage.
- c) When primary coverage cannot be determined according to a) and b), the program which has covered the patient for the longer period will be primary.

If this coverage is primary, BENEFITS will be provided without regard to any other coverage. If this coverage is not primary, BENEFITS are limited to services which are BENEFITS of this CONTRACT that are not fully paid by any other coverage.

ARTICLE 5. CONDITIONS UNDER WHICH BENEFITS WILL BE PROVIDED

- 5.1 CHOICE OF DENTIST.** DDTN does not furnish covered services directly. DDTN pays for licensed DENTISTS to provide these services. A MEMBER may choose any DENTIST. MEMBERS should decide for themselves the professional qualification of the DENTIST they select. DENTISTS may not have previously had their participation in DDTN terminated for cause. Whether a DENTIST is a PARTICIPATING or NON- PARTICIPATING DENTIST should not be viewed as a statement about that DENTIST'S ability. DDTN is not liable for any injuries or damages suffered due to the actions of any provider. DDTN is not liable for a DENTIST's refusal or failure to provide services.
- 5.2 CLINICAL EXAMINATION.** Before approving a claim, DDTN may obtain from any DENTIST or hospital such information and records DDTN may require to administer the BENEFITS.
- 5.3 CLAIM FOR BENEFITS.** To make a claim for BENEFITS, the CLAIM FORM must be properly completed and submitted to DDTN. Electronic claims may be accepted. The DENTIST must maintain the supporting documentation.

5.4 PRE-TREATMENT ESTIMATE. A DENTIST may file a CLAIM FORM showing the services he or she recommends. DDTN then will pre-estimate the BENEFITS payable under this CONTRACT. Payment will only be made for pre-estimated services if the MEMBER remains eligible and has not exceeded his or her annual maximum BENEFITS. A CLAIM FORM requesting a pre-treatment estimate may be submitted electronically.

5.5 PROOF OF LOSS. Proof of loss must be furnished to DDTN within 15 months after completion of treatment for which BENEFITS are payable. Any claim filed after this period will be denied.

5.6 FIRST AND SECOND LEVEL REVIEW OF CLAIMS DENIAL. Payment for services is determined in accordance with the specific terms of the SUBSCRIBER's dental plan and/or Delta Dental's agreements with its participating dentists. Delta Dental's payment decisions do not qualify as dental or medical advice. You must make all decisions about the desirability or necessity of dental procedures and services with your dentist.

After a claim is processed, DDTN will make available an Explanation of Benefits (EOB) to the SUBSCRIBER. If any payment for services was denied, the EOB will give the reason why. If your claim was denied in whole or in part so that you must pay some amount of the claim, upon a written request and free of charge, we will provide you with a copy of any internal rule, guideline or protocol or, if applicable, an explanation of the scientific or clinical judgment relied upon in deciding your claim. If you still believe your claim should have been paid in full, you may ask to have the claim reviewed. Your written request for a formal first level review must be sent within 180 days of your receipt of this EOB to the address listed. You may submit any additional materials you believe support your claim. A decision will be made no later than 30 days from the date we receive your request.

If we again deny the claim, you may request a second level review. The manner in which to seek a second level review will be included with the letter informing you of our first level review decision. The second level review decision will be made no later than 30 days from the date we receive your request. If your claim is denied in whole or in part after both stages, you have the right to seek to have your claim paid by filing a civil action in court within one year from the final denial.

5.7 TERMINATION OF BENEFITS ON LOSS OF ELIGIBILITY. DDTN will not pay BENEFITS for any services received by a patient who is not eligible at the time of treatment. GROUP will repay DDTN for any payments made because of errors or delays in reporting required of the GROUP.

5.8 TO WHOM BENEFITS ARE PAID. BENEFITS provided under this CONTRACT will be paid as follows:

- a) For services provided by a PARTICIPATING DENTIST, payment will be made to the PARTICIPATING DENTIST.
- b) For services provided by a NON-PARTICIPATING DENTIST, payment will be made to SUBSCRIBER. Payment may be assigned to the DENTIST.

ARTICLE 6. GENERAL PROVISIONS

- 6.1 ENTIRE CONTRACT: CHANGES.** This CONTRACT, including Schedules, the Application, Declaration Page and any Endorsements or Amendments issued by DDTN make up the entire agreement between the parties. No agent has authority to change this CONTRACT. No agent has authority to waive any of its provisions. No change in this CONTRACT will be valid unless made in writing and issued by DDTN.
- 6.2 SEVERABILITY.** If any part of this CONTRACT or any amendment is found to be illegal, void or not enforceable, all other portions will remain in full force and effect.
- 6.3 CONFORMITY WITH STATE LAWS.** The laws of the State of Tennessee will govern this CONTRACT. Any part of this CONTRACT which, on its EFFECTIVE DATE, conflicts with the laws of Tennessee is hereby amended to conform to the minimum requirements of such laws.
- 6.4 LEGAL ACTIONS.** No action at law or in equity will be brought before 60 days after proof of loss has been filed as required by this CONTRACT. Any action must be brought within 3 years from the time proof of loss is required by this CONTRACT. In any case, action may only be brought after a MEMBER has exercised all the review and appeal rights to be had under this CONTRACT.
- 6.5 CHOICE OF JURISDICTION.** All litigation related to the terms or conditions of this CONTRACT will be in a court of competent jurisdiction in Davidson County, Tennessee.
- 6.6 DOES NOT REPLACE WORKERS' COMPENSATION.** This CONTRACT does not affect any requirements for coverage by Workers' Compensation Insurance.
- 6.7 CERTIFICATE OF COVERAGE.** DDTN will supply Certificates of Coverage for distribution by the GROUP to SUBSCRIBERS. Such booklets will describe available BENEFITS and claims review and appeals procedures. Should the wording of this CONTRACT and the Certificate of Coverage or other marketing materials conflict, the CONTRACT will in all cases govern.
- 6.8 APPLICATION CONFLICTS.** The terms of the CONTRACT, Schedules of Benefits and Declaration Page, along with any Amendments or Endorsements issued by DDTN, will, in all cases, be controlling. In the case of a conflict with the Group Application or proposal, the CONTRACT, Schedules of Benefits and Declaration Pages along with any Amendments or Endorsements issued by DDTN will govern.
- 6.9 PROFESSIONAL RELATIONSHIP.** GROUP and DDTN agree to permit and encourage the professional relationship between DENTIST and patient to be maintained without interference.
- 6.10 NOTICE: WHERE DIRECTED.** All notices under this CONTRACT must be in writing. Notices for DDTN will be addressed to:
Delta Dental of Tennessee
P.O. Box 23470
Nashville, Tennessee 37202

Notices to the GROUP will be sent to the address shown on the Declaration Page.

All notices will be effective 48 hours after deposit in the United States mail with fully prepaid postage. If an electronic mail address is provided by the GROUP, DDTN may send notices electronically to the electronic mail address listed on the group application or other electronic mail address as requested by the GROUP.

6.11 RIGHT TO RECOVERY. DDTN will have the right to recover any BENEFITS greater than the maximum amount of allowable BENEFITS. DDTN will recover the excess from any persons to whom the payment was made, insurance companies or other parties involved. DDTN may recover overpayments to Providers by auto deduction. Any MEMBER covered under this CONTRACT will execute and deliver any necessary documents and do whatever is needed to secure such rights to DDTN. Any recovery by DDTN must occur within 18 months of the date the claim was initially paid by DDTN. This limit does not apply to MEMBERS who do not provide complete information, were not eligible for coverage, made material misstatements or committed fraud.

6.12 SUBROGATION. DDTN assumes the MEMBER'S legal rights to recovery for payment for dental services the patient required because of the action or fault of another. DDTN has the right to recover from the MEMBER any dental payments made by a third party. In such cases, DDTN has the right to recover amounts equal to the BENEFITS paid by DDTN.

DDTN has the right to make the recovery by suit, settlement or otherwise from the person who caused the dental problem or injury. Such recovery may be from the other person, his or her insurance company, or any other source such as third party motorist coverage.

The MEMBER must help DDTN make a recovery. They must give requested information and sign needed papers. If the MEMBER fails to help DDTN, or settles any claim without DDTN's written consent, DDTN may recover from the MEMBER. DDTN will be entitled to any recovery received by the MEMBER. DDTN will be entitled to reasonable and necessary attorney's fees and court costs.

6.13 AMENDMENTS. This CONTRACT may be amended or canceled by agreement between DDTN and GROUP without the approval of MEMBER.

6.14 COLLECTIONS. Should any payment owed DDTN by GROUP be due for more than 30 days, DDTN may pursue any and all collection efforts it deems necessary to collect such payment. GROUP will be responsible for all cost of such collection efforts including but not limited to collection fees, court cost and reasonable legal fees.

6.15 SUBCONTRACTOR(S) AND AGENT(S). DDTN may subcontract certain functions or appoint an agent or agents to act on DDTN's behalf and fulfill expressed, limited duties under this contract. Such agent(s) have no authority to change or modify this agreement.

6.16 USE OF E-COMMERCE TOOLS. DDTN may provide GROUP access to its internet- based E-Commerce Tools . Only the employees or representatives (Users) designated by GROUP to DDTN will have access to E-commerce Tools. GROUP will ensure assigned account names and/or log-ins and passwords will be protected and not shared among Users or any other persons. GROUP will notify DDTN immediately if a User becomes terminated or should no longer have access to its E-commerce Tools. To ensure continued access to DDTN's E-

Commerce Tools, the GROUP agrees to pay premium invoices as billed. Failure to pay as billed may result the termination of access to the E-Commerce Tools. DDTN may revoke access or discontinue its E-Commerce Tools at any time.

ARTICLE 7. RENEWAL AND CANCELLATION

- 7.1** At the end of CONTRACT TERM, DDTN must give the GROUP 30 days notice of any change of PREMIUM or BENEFITS. Such notice will renew the CONTRACT unless GROUP provides written notice of cancellation
- 7.2** This CONTRACT may be canceled only as follows:
- a) By GROUP with at least 15 days prior written notice at the end of a CONTRACT TERM.
 - b) By DDTN with at least 30 days prior written notice at the end of a CONTRACT TERM.
 - c) By DDTN, if GROUP:
 - 1) does not furnish DDTN a listing of all EMPLOYEES as required under Schedule C; or,
 - 2) does not permit DDTN to inspect GROUP'S records as called for under Schedule C; or,
 - 3) does not pay PREMIUM, as required by ARTICLE 2; or
 - 4) misrepresents any information required in the CONTRACT; or
 - 5) does not meet the underwriting guidelines established for the program described on the Declaration Page.
- 7.3** DDTN must give GROUP at least 10 days written notice to cancel the CONTRACT because GROUP did not pay PREMIUM. Such notice shall allow a 30 day grace period from the PREMIUM due date. Cancellation for any other reason requires 30 days written notice.
- If the CONTRACT is canceled, GROUP will owe DDTN all unpaid PREMIUMS due prior to cancellation. GROUP must pay DDTN PREMIUMS through the cancellation date within 10 days of cancellation. DDTN may collect any unpaid premium.
- 7.4** DDTN will not continue to pay BENEFITS for services performed after the cancellation date of this CONTRACT.

ARTICLE 8. ATTACHMENTS

These documents are attached to this CONTRACT and made a part of it:

SCHEDULE A - SCHEDULE OF BENEFITS, LIMITATIONS AND EXCLUSIONS. **(MAY CHANGE BASED ON CUSTOM QUOTE)**

SCHEDULE B - (If covered as a benefit) - ORTHODONTIC BENEFITS, LIMITATIONS AND EXCLUSIONS

SCHEDULE C -ELIGIBILITY AND ENROLLMENT

Group Application **(NOT INCLUDED IN SAMPLE)**

Declaration Page **(NOT INCLUDED IN SAMPLE)**

**DELTA DENTAL OF TENNESSEE
SCHEDULE A
SCHEDULE OF BENEFITS, LIMITATIONS AND EXCLUSIONS**

In addition to the benefits, limitations and exclusions listed below, the General Limitations and Exclusions found in Article 3 of this CONTRACT apply to this plan.

A. Diagnostic & Preventive Benefits, Limitations & Exclusions

- 1) All oral examinations and cleanings (prophylaxis).
 - a) Oral exams and cleanings, to include any combination of teeth cleanings (prophylaxes, periodontal maintenance procedures and scaling in the presence of inflammation), are limited to two times in any calendar year. Excludes full mouth debridement which is covered once per lifetime.
 - b) Members with high-risk health conditions may receive a total of four cleanings, to include periodontal maintenance procedures, in any calendar year. Eligible members include:
 - (1) Diabetics with periodontal disease
 - (2) Pregnant women with periodontal disease
 - (3) Individuals with renal failure/dialysis
 - (4) Individuals with suppressed immune systems (undergoing chemotherapy or radiation treatment, HIV positive, organ transplant patients, stem cell/bone marrow transplant patients)
 - (5) Individuals at high risk for infective endocarditis (such as those with a history of infective endocarditis, certain congenital heart defects, artificial heart valves, heart valve defects, hypertrophic cardiomyopathy, or mitral valve prolapse)
 - c) Members with special health care needs may be eligible for additional oral exams and may receive a total of four cleanings, to include periodontal maintenance procedures, in any calendar year.
 - (1) Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.
 - d) Adult prophylaxis for members under 14 years of age is not allowed.
 - e) Comprehensive oral examinations or extensive oral examinations performed by the same dentist are allowed once within 36 months.
- 2) X-rays.
 - a) One set of bite-wing x-rays are covered in a calendar year.
 - b) Full mouth x-rays and/or panoramic x-rays are covered once within 3 years, unless special need is shown.
- 3) Fluoride. Topical application of fluoride is covered for members up to 19 years of age twice per calendar year.
- 4) Space maintainers.
 - a) Space maintainers are covered for missing posterior primary teeth for members 14 years of age or under.
 - b) Distal shoe space maintainers are a benefit on first permanent molars, limited to children up to age 8. Charges for repairs and adjustments by the same dentist or dental office are not allowed.
 - c) Only one space maintainer is allowed per area per lifetime.

B. Sealant Benefits, Limitations & Exclusions

Sealants – resin filling used to seal grooves and pits on the chewing surface of permanent molar teeth.

- 1) A sealant is a benefit only on the unrestored, decay free chewing surface of the maxillary (upper) and mandibular (lower) permanent first and second molars.
- 2) Sealants are only a benefit on members under 16 years of age.
- 3) Only one benefit will be allowed for each tooth within a lifetime.
- 4) Benefits include repair or replacement within 24 months by the same dentist or dental office.

C. Basic Benefits, Limitations & Exclusions

- 1) Simple extractions.
- 2) General Anesthesia & IV. Sedation is covered only when administered by a properly licensed dentist in a dental office in conjunction with covered surgery procedures or when necessary due to concurrent medical conditions. General anesthesia and IV sedation are limited to one hour. Any additional minutes are disallowed unless clinical documentation supports additional minutes.
- 3) Anesthesia is payable for people with special health care needs.
 - a) Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.
- 4) Minor Restorations – amalgams (silver fillings) composites (white fillings) and prefabricated stainless steel crown restorations for the treatment of decay.
 - a) Restorative benefits are allowed once per surface in a 24-month period, regardless of the number or combinations of procedures requested or performed.
 - b) The replacement, by the same dentist or dental office, of amalgam or composite restorations within 24 months is not allowed.
 - c) The replacement, by the same dentist or dental office, of a stainless-steel crown within 24 months of the initial placement is not allowed.
- 5) Gold foil restorations and porcelain, composite, and metal inlays are Optional Services.
- 6) Denture Repairs -services to repair complete or partial dentures.

D. Oral Surgery Benefits, Limitations & Exclusions.

Oral Surgery – complex extractions and other surgical procedures (including pre- and post-operative care). Some procedures are limited to once per lifetime. Excludes procedures that are considered medical procedures.

E. Endodontic Benefits, Limitations & Exclusions

Endodontia - treatment of the dental pulp (root canal procedures).

- 1) Payment for root canal treatment includes charges for x-rays and temporary restorations.
- 2) Root canal treatment is limited to once in a 24-month period by the same dentist or dental office.
- 3) Post-operative procedures are considered part of the total fee.

F. Periodontic Benefits, Limitations & Exclusions

Periodontia - treatment of the gums and bones that surround the natural tooth.

- 1) Payment for periodontal surgery shall include charges for three months post-operative care and any surgical re-entry for a three-year period.
- 2) Root planing, curettage and osseous surgery are not a benefit for members under 14 years of age.
- 3) Scaling and root planing procedures are allowed once within 24 months.
- 4) Localized delivery of antimicrobial agents is not a benefit.

G. Major Restorative Benefits, Limitations & Exclusions

Cast Restorations. Crowns and onlays are benefits for the treatment of visible decay and fractures of hard tooth structure when teeth are so badly damaged that they cannot be restored with amalgam or composite restorations.

- 1) Replacement of crowns or cast restorations received in the previous five years is not a benefit.

Payment for cast restorations shall include charges for preparations of tooth and gingiva, impression, temporary restoration and any re-cementation by the same dentist within a 12-month period.

- 2) A cast restoration on a tooth that can be restored with an amalgam or composite restoration is not a benefit.
- 3) Procedures for purely cosmetic reasons are not benefits. Some procedures (ex. Veneers) may be made optional.
- 4) Porcelain, gold or veneer crowns for children under 12 years of age are not a benefit.
- 5) A prefabricated post and core in addition to crown is payable only on an endodontically treated tooth.

H. Prosthodontic Benefits, Limitations & Exclusions

- 1) Prosthodontics. Procedures for construction of fixed bridges, partial or complete dentures and repair of fixed bridges.
 - a) Replacement of any fixed bridges or partial or complete dentures that the member received in the previous five years is not a benefit.
 - b) Payment for a complete or partial denture shall include charges for any necessary adjustment within a six-month period.
 - c) Payment for standard dentures is limited to the maximum allowable fee for a standard partial or complete denture. A standard denture means a removable appliance to replace missing natural, permanent teeth. A standard denture is made by conventional means from acceptable materials. If a denture is constructed by specialized techniques and the fee is higher than the fee allowable for a standard denture, the patient is responsible for the difference.
 - d) Payment for fixed bridges or cast partials for children under 16 years of age is not a benefit. A temporary partial-stayplate denture is a benefit in children 16 years of age or under for missing anterior permanent teeth.
 - e) A posterior bridge where a partial denture is constructed in the same arch is not a covered benefit.
 - f) Temporary partial dentures are a benefit during the healing period for missing upper anterior teeth.
 - g) Temporary or provisional fixed prosthodontics are not separate benefits and should be included in the fee for the permanent prosthesis.
- 2) Complete or Partial Denture Reline and Rebase procedures. Payment for a reline or rebase of a partial or complete denture is limited to once in a three-yea r period and includes all adjustments required for six months after delivery.

I. Implant Benefits, Limitation and Exclusions

Implants. The surgical placement of an endosteal (in the bone) implant and the connecting abutment are covered benefits.

- 1) Replacement of implants or abutments received in the previous five years is not a benefit.
- 2) The removal of an implant is allowed once per lifetime.
- 3) Specialized techniques are not benefits (i.e., bone grafts, guided tissue regeneration, precision attachments, etc.)
- 4) Implants are not a benefit for patients under 19 years of age.
- 5) Implant maintenance procedures are allowed once in a 12-month period.

**DELTA DENTAL OF
TENNESSEE NON EHB
SCHEDULE B
ORTHODONTIC BENEFITS, LIMITATIONS AND EXCLUSIONS**

In addition to the benefits, limitations and exclusions listed below, the General Limitations and Exclusions found in Article 3 of this CONTRACT apply to this plan.

A. Orthodontic Benefits, Limitations & Exclusions

- 1) Orthodontics. Procedures using appliances to treat poor alignment of teeth and/or jaws. Such poor alignment must significantly interfere with function to be a benefit.
 - a) Orthodontic benefits are limited to members shown on the Declaration Page. DDTN shall make regular payments for orthodontic benefits.
 - b) If orthodontic treatment began prior to enrolling in this plan, DDTN will begin benefits with the first payment due the dentist after the subscriber or covered dependent becomes eligible.
 - c) Benefits end with the next payment due the dentist after loss of eligibility or immediately if treatment stops.
 - d) Benefits are not paid to repair or replace any orthodontic appliance received.
 - e) Orthodontic benefits do not pay for extractions or other surgical procedures. However, these additional services may be covered under other benefits of this plan.
 - f) The initial payment (initial banding fee) made by DDTN for comprehensive treatment will be 33% of the total fee for treatment subject to your copayment percentage and lifetime maximum.
 - g) Subsequent payments will be issued on a regular basis for continuing active orthodontic treatment. Payments will begin in the month following the appliance placement date and are subject to your copayment percentage and lifetime maximum.

**DELTA DENTAL OF TENNESSEE
SCHEDULE C
ELIGIBILITY AND ENROLLMENT**

- A. All EMPLOYEES of GROUP meeting the eligibility requirements described on the Group Application on the EFFECTIVE DATE will be eligible to enroll in this GROUP dental program. Other EMPLOYEES will be eligible on the first of the month after they have worked for the number of months shown on the Group Application..
- B. DEPENDENTS will become eligible along with the EMPLOYEE or as soon after that as they become DEPENDENTS. The following family members of the EMPLOYEE may be considered DEPENDENTS:
- a) Lawful husband or wife or other relationship as defined by GROUP on the Group Application.
 - b) Children from birth to the Dependent Age Limit stated on the Declaration Page. "Child" includes a natural child, step child, adopted child, foster child or a child for which the SUBSCRIBER is legal guardian.
- A child reaching the Dependent Age Limit may continue to be eligible. The child must not be able to support them self because of mental incapacity or physical handicap. Such disabling condition shall have begun before reaching the Dependent Age Limit. Proof of these facts must be given to DDTN or GROUP within 31 days if requested. Proof will not be required more than once a year.
- C. DEPENDENTS in military service are not eligible.
- D. A Qualified Life Status Change will be defined by current Federal law.
- E. Any EMPLOYEE who does not elect coverage, before entering the Group, must satisfy all eligibility requirements to enter the GROUP. Such EMPLOYEE may only enter the GROUP during an OPEN ENROLLMENT PERIOD except in the event of a related Qualified Life Status Change.
- F. Any MEMBER who drops coverage may only re-enter the GROUP during the first OPEN ENROLMENT PERIOD after having been out of the plan for 12 consecutive months except in the event of a related Qualified Life Status Change.
- G. For coverage to be in effect, DDTN must have received the enrollment information and the payment of that month's PREMIUM. The monthly PREMIUM for a MEMBER must have been paid for coverage to be in effect for that month. A MEMBER with an EFFECTIVE DATE on or between the 1st and 15th of the month will be billed for that month. A MEMBER with an EFFECTIVE DATE on or between the 16th and the last day of the month will not be billed for that month.

- H. GROUP will be responsible for enrolling all MEMBERS. Enrollment information must be furnished to DDTN in a timely manner. Retroactive additions and terminations will be allowed only at the discretion of DDTN. Enrollment must be reported using one of DDTN's standard formats. If special programming is needed to accommodate GROUP's eligibility format, the cost may be billed to the GROUP.
- I. By the EFFECTIVE DATE of the program, GROUP will furnish eligibility information for all EMPLOYEES. This information shall include the EMPLOYEE'S name, social security number, date of birth, date of hire, DEPENDENT coverage information and location code. GROUP may submit this information by electronic media, DDTN e-commerce tools or by completing enrollment forms provided by or approved by DDTN. GROUP will report EMPLOYEES hired after the EFFECTIVE DATE and COBRA- MEMBERS as described above.
- J. Unless eligibility is reported by electronic media or DDTN has agreed to allow the GROUP to self-bill, DDTN will make available to GROUP each month a listing or electronic file of EMPLOYEES as reported to DDTN. GROUP will confirm continued eligibility of EMPLOYEES.
- K. DEPENDENTS may be enrolled under the following rules:
- a) DEPENDENTS must enroll at the time the SUBSCRIBER becomes eligible, or as soon after that as they become DEPENDENTS. Otherwise DEPENDENTS may only enroll during an OPEN ENROLLMENT PERIOD.
 - b) After enrollment, DEPENDENT coverage shall continue while the SUBSCRIBER has coverage. DEPENDENT coverage shall cease if they no longer meet the definition of DEPENDENT or the SUBSCRIBER chooses to drop DEPENDENT coverage. If DEPENDENT coverage is dropped, DEPENDENT may re-enter the GROUP during the first OPEN ENROLLMENT PERIOD after having been out of the plan for 12 consecutive months.
- L. The GROUP will be allowed to continue BENEFITS during a MEMBER'S unpaid leave of absence as determined by the policy of the GROUP. If it is the policy of the GROUP not to continue BENEFITS for an unpaid leave of absence, the MEMBER will not have coverage during this leave. Coverage will resume on the first day of the month after the EMPLOYEE returns to work. MEMBERS may continue coverage under 29 USC ' 1161 et seq. or an applicable state continuation of coverage provision when the EMPLOYEE is on strike or layoff.
- M. If it is the policy or legal responsibility of the GROUP to continue coverage during a leave of absence, the GROUP will be responsible for the timely payment of all PREMIUMS due to DDTN for the EMPLOYEE on leave of absence. The GROUP must continue to consider the person a permanent EMPLOYEE and all other GROUP benefits, including dental, must be continued.
- N. An EMPLOYEE loses coverage when employment benefits are terminated by the GROUP at the end of employment or at the end of the CONTRACT. DEPENDENTS lose coverage along with the EMPLOYEE, or earlier if they lose their DEPENDENT status. SUBSCRIBERS lose coverage at the end of the month. The termination effective date will be the end of the month for which PREMIUM has been paid.
- O. Possession of an I.D. card does not guarantee a MEMBER is eligible for BENEFITS. Eligibility is based upon information reported to DDTN by the GROUP. Eligibility may be confirmed by calling DDTN's Customer Service Representatives or utilizing other DDTN e-

commerce tools..

- P. DDTN will not continue to pay BENEFITS for any MEMBERS when they lose eligibility. As provided by 29 USC § 1161 et seq. or an applicable state continuation of coverage provision, coverage may continue for up to 18 months where the EMPLOYEE'S coverage ends as a result of a reduction in work hours or termination of employment. Coverage may not continue if the termination is as a result of gross misconduct.

Under 29 USC § 1161 et seq. or an applicable state continuation of coverage provision, DEPENDENTS may continue coverage under this CONTRACT for up to 36 months. To continue coverage, the DEPENDENT must be a:

- (1) surviving spouse or child of a deceased EMPLOYEE,
- (2) separated or divorced spouse,
- (3) DEPENDENT ineligible for Medicare who reaches the limiting age or otherwise ceases to meet the definition of DEPENDENT.

In any case, coverage shall end if the MEMBER fails to pay the required PREMIUM, becomes eligible for Medicare, obtains other group coverage or the GROUP cancels group dental coverage.

MEMBERS must choose whether or not to continue their coverage. MEMBERS have 60 days to make such an election. The 60-day period shall start at the earlier of the date the MEMBER'S coverage would otherwise end or the date the MEMBER receives notice of his rights.

EMPLOYEE is responsible for notifying the GROUP within 60 days of any change(s) in eligibility. EMPLOYEE should tell GROUP of changes in DEPENDENT status, divorce, or eligibility for Medicare.

- Q. As plan administrator, it will be the GROUP'S responsibility to tell EMPLOYEES and DEPENDENTS of their rights under this CONTRACT.
- R. GROUP will let DDTN inspect GROUP'S records to verify that the listing of EMPLOYEES is correct and to confirm compliance with ARTICLE 2. DDTN will give GROUP reasonable written notice before the date of the inspection.

**AGREEMENT
BETWEEN
MURFREESBORO CITY SCHOOLS
AND
DELTA DENTAL OF TENNESSEE**

This Addendum (herein "Addendum") amends the Group Prepaid Dental Care Service Contract, and all attachments, exhibits, any physical or virtual documents or writings, referenced therein, and any click through, clickwrap, shrink-wrap, or other such virtual agreement (all of which are herein "Agreement") between Delta Dental of Tennessee (herein "DDTN") and Murfreesboro City Schools (herein "District"). In consideration of using DDTN's form agreement, the mutual promises set out herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the Agreement is amended as follows:

1. **Precedence.** Notwithstanding any other provision in the Agreement, the language in this Addendum takes precedence over all other terms, conditions, or language to the contrary or in conflict with the language herein, and the Agreement and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control.
2. **Term.** The contract shall be for a three-year term commencing January 1, 2026. The District may terminate this Agreement at any time with at least thirty (30) days' prior written notice to DDTN. DDTN may terminate this Agreement only for the District's failure to pay premiums, and only after providing written notice of non-payment and allowing sixty (60) days to cure such non-payment. This Agreement shall not automatically renew; any extension or renewal must be approved by the District's governing board.
3. **Indemnity, Limitation of Liability and Disclaimer of Warranty.** Article II, Section 29 of the Tennessee Constitution prohibits local governmental entities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement requiring District to indemnify or hold harmless DDTN or any other person or entity and any limitation of liability in favor of DDTN is deleted. No provision of this Agreement shall act or be deemed a waiver by District of any immunity, including its rights or privileges afforded by the Tennessee Constitution or state law including but not limited to any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq. Because Tennessee law may not allow District to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law, and District reserves all rights afforded to local governments under law for all general and implied warranties.
4. **Confidentiality.** The Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in T.C.A. §10-7-503 et seq., are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally,

District must, upon proper request, release public documents and records as defined by T.C.A. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to DDTN or provide DDTN with notice or the time to obtain a protective order. District does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This section 3 serves to meet such burden and authorization of disclosure.

5. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles.
6. **Selection of Jurisdiction, Waiver of Jury Trial, Venue, Service of Process.** Pursuant to the Constitution and Laws of the State of Tennessee, District is a sovereign entity subject only to those courts with jurisdiction over District. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties hereby consent to the mandatory and exclusive venue and jurisdiction of the state court located in Murfreesboro, Tennessee, or the Federal court for the Middle District of Tennessee. Service of process on District shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and District does not agree to any other service of process procedure.
7. **Responsibility for Litigation Costs, Expenses and Payment of Attorney's Fees.** Article II, Section 29 of the Tennessee Constitution prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by District to indemnify a third party or agree to a limitation of liability provision. This prohibition extends to contractual provisions for the payment of attorney's fees. In the event of litigation between District and DDTN each party shall be solely and exclusively responsible for the payment of litigation costs, expenses and attorney's fees excepting those costs which may be awarded by a court of competent jurisdiction as specified by Tennessee law or applicable rules of civil procedure.
8. **Insurance.** DDTN shall maintain at least the following commercial insurance policies for the duration of the contract in the amounts specified:
 - 8.1. Workers' compensation and employer's liability insurance- Workers' compensation in compliance with the applicable state and federal laws; employer's liability with a limit of \$1,000,000 per occurrence.
 - 8.2. Comprehensive general liability insurance- insurance including blanket contractual, broad form property damage, completed operations, and independent contractor's liability, all applicable to personal injury, bodily injury, and property damage to a limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - 8.3. Comprehensive automobile liability insurance- Must include owned, hired, and non-owned automobiles, for bodily injury and property damage to a combined single limit of \$1,000,000 each occurrence.

- 8.4. Professional liability (errors and omissions) insurance affording professional liability insurance- To a limit of \$1,000,000 each claim, and \$1,000,000 aggregate.
- 8.5. Technology Errors and Omissions insurance- to include data breach and loss of personally identifiable information-To a limit of \$1,000,000 each claim, and \$2,000,000 aggregate.
- 8.6. The selected Proposer must provide District with the required insurance certificates and endorsements and name the District as an additional insured on the liability coverages prior to contract execution.
9. **Warranties.** DDTN warrants it will perform the services in a professional manner according to the standards established in the industry for the type of work to be performed.
10. **Non-Discrimination.** There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, gender, age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a service animal by a person with a disability in compliance with (a) Section 503 or Section 504 of the Rehabilitation Act of 1973, as amended, (b) the Americans with Disabilities Act of 1990, as amended, and (c) applicable non-discrimination laws of the State of Tennessee.
11. **Iran Divestment Act of Tennessee.** DDTN certifies, under penalty of perjury, that to the best of its knowledge and belief that DDTN is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
12. **Non-Boycott of Israel.** DDTN certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract.
13. **Compliance with Laws.** DDTN shall comply with applicable Federal, State, and Local statutes, rules, and regulations. Proposers shall be approved by the appropriate regulatory authorities, if any, in the State of Tennessee to provide the services herein described.
14. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a DDTN to the District.
15. **Amendment.** This Addendum and the Agreement shall not be modified or altered other than by written agreement executed by both parties.

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

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

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

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

DELTA DENTAL OF TENNESSEE

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke, III
Director of Schools

Date

Date

Printed Name

Title

Approved as to form:

Lauren Bush, Assistant City Attorney

Agenda Item Title: 2025 Proficiency Data Overview

Board Meeting Date: August 26, 2025

Department: Curriculum and Instruction

Presented by: Dr. Chris George

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

The Curriculum and Instruction team will provide an overview of proficiency results from the spring 2025 administration of the TNReady assessment and next steps for the 2025-2026 school year.

Staff Recommendation

No action needed

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



MCS Data 2024-2025

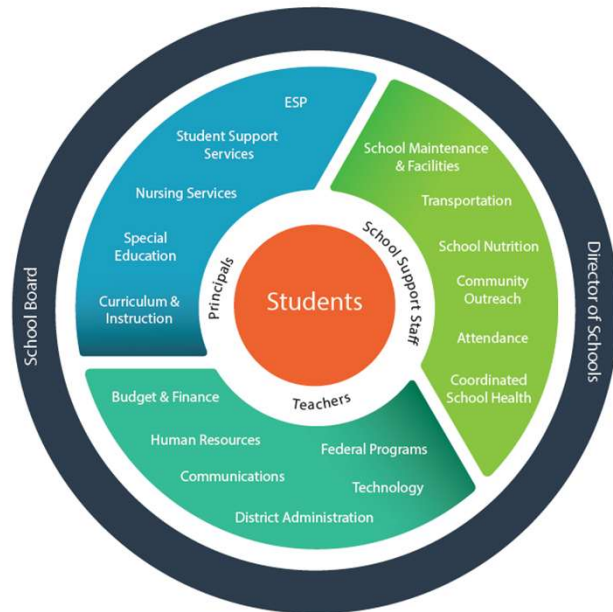


8/26/2025

1



Our mission is to
assure the
academic and
personal success
for each child.



2



Empowering MCS

A Five-Year Strategic Plan
2022-2027



KNOWN

Every student will be known through whole-child programs and supports.



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.

3



What is and is not Included?

Included:

Achievement, ELPA, and Chronic Absenteeism Data with all Federal Accountability Rules Applied:

- Students enrolled less than 50% in MCS/School have been **EXCLUDED**
- Students enrolled 50% or more in MCS/School but tested at another school have been **INCLUDED**
- Any student with less than 731 days (2 years) in a U.S. school have been **EXCLUDED**

Not Included:

- Growth data (early August)
- Letter Grade Information

KNOWN . SAFE .

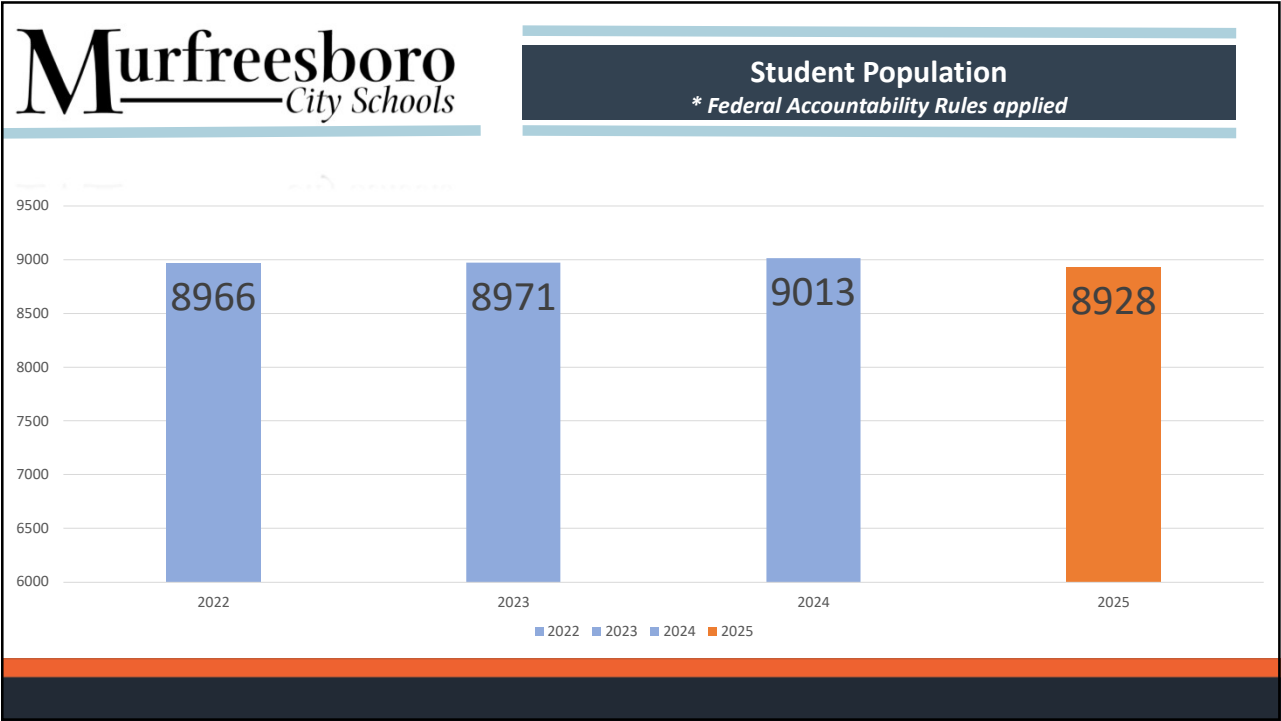
CHALLENGED . EMPOWERED

4

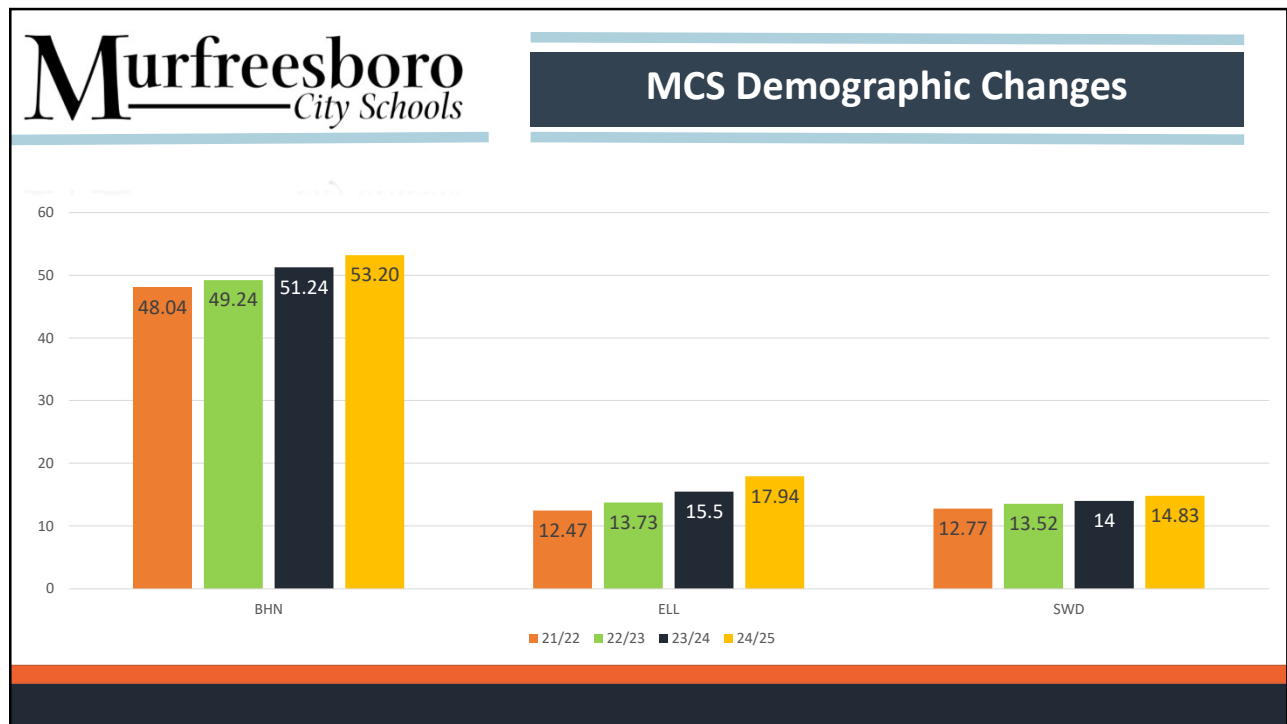


MCS Demographic Shifts 2022 to 2025

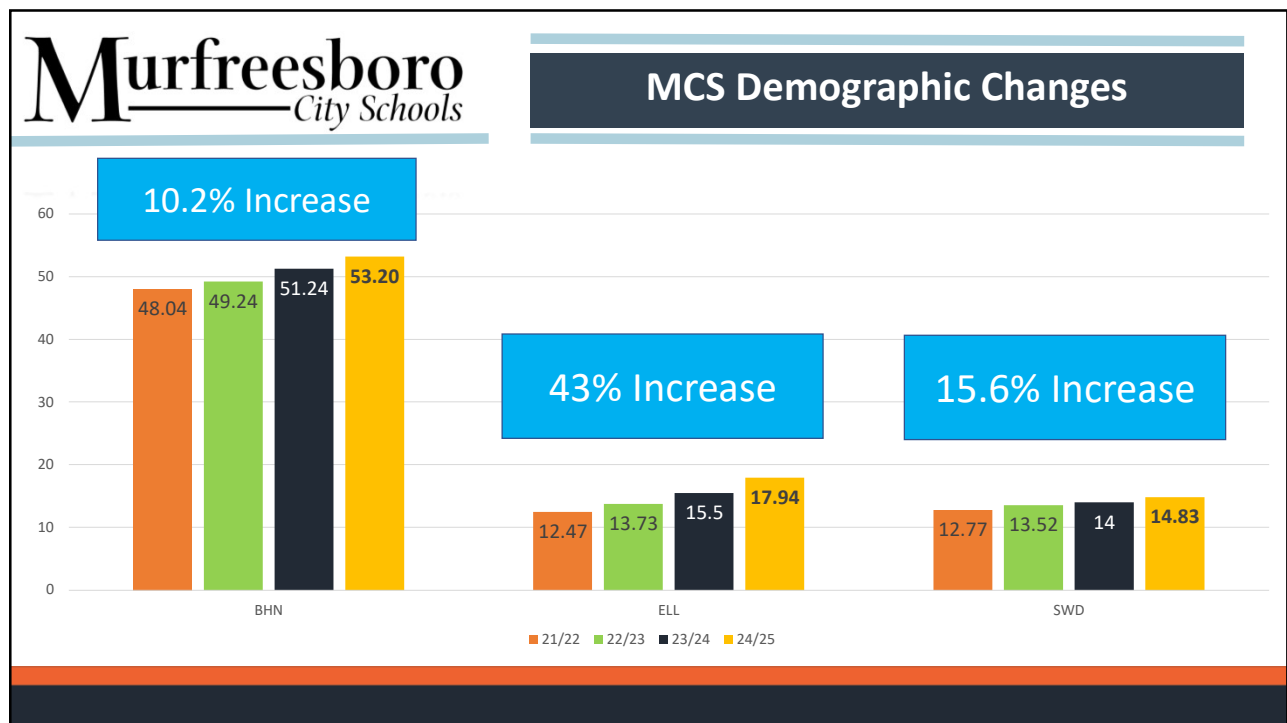
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New/Permit Teacher Data Comparison 2024-2025

9

New and Permit Teachers- Comparison



ELA		Math		Science	
License	% Proficient	License	% Proficient	License	% Proficient
Permit	35.81%	Permit	38.85%	Permit	38.26%
Traditional	43.49%	Traditional	49.2%	Traditional	46.7%
1 st Year	30.54%	1 st Year	41.38%	1 st Year	38.28%
Permit teachers taught 12.2% of students in 3-6 ELA		Permit teachers taught 11.5% of students in 3-6 Math		Permit teachers taught 12.5% of students in 3-6 Science	
1 st Year Teachers = 5.7%		1 st Year Teachers = 4.1%		1 st Year Teachers = 4.9%	

12

Permit Teachers- Total Students



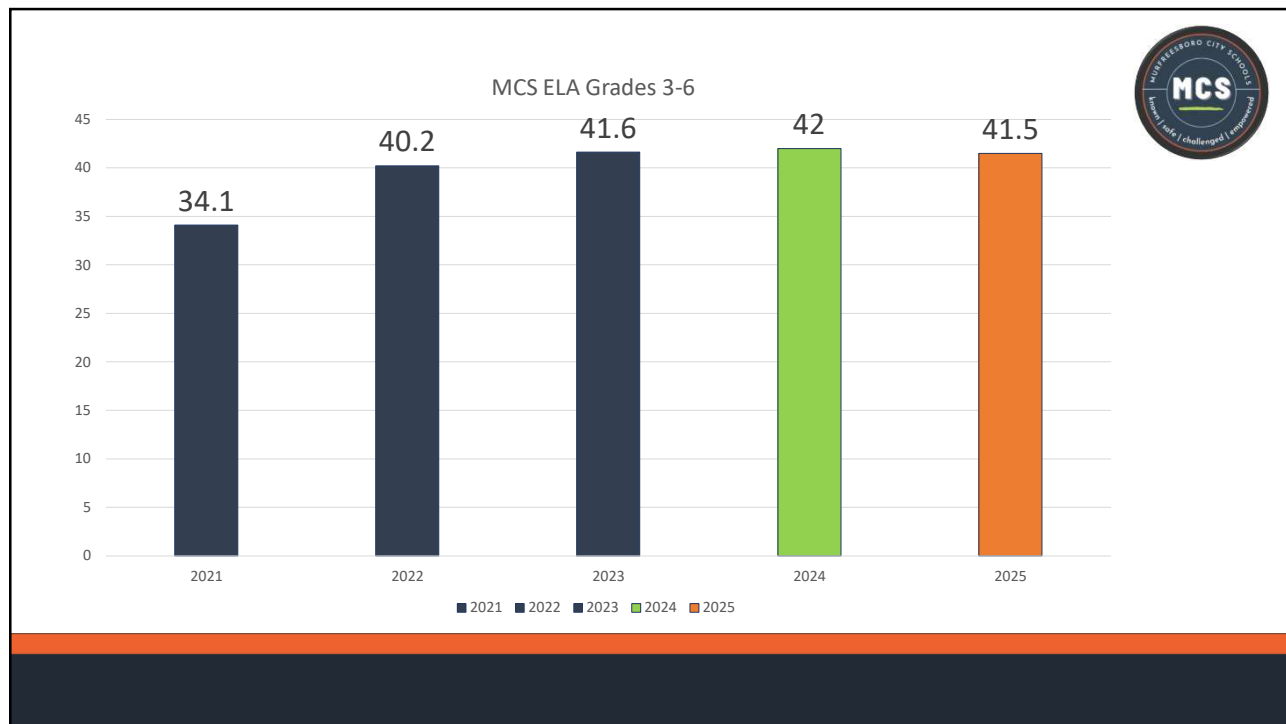
ELA		Math		Science	
Grade	# students	Grade	# students	Grade	# students
3	95	3	95	3	95
4	86	4	199	4	199
5	187	5	195	5	156
6	143	6	0	6	78

13

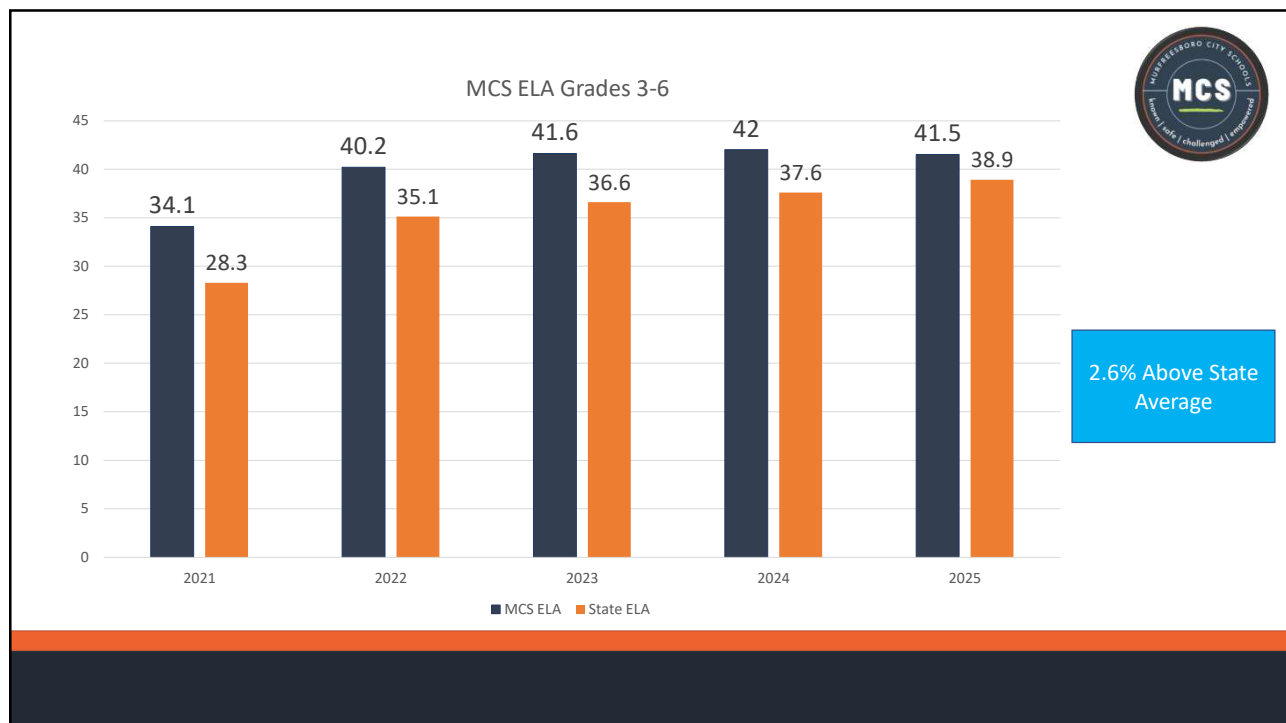


2025 MCS ELA Data

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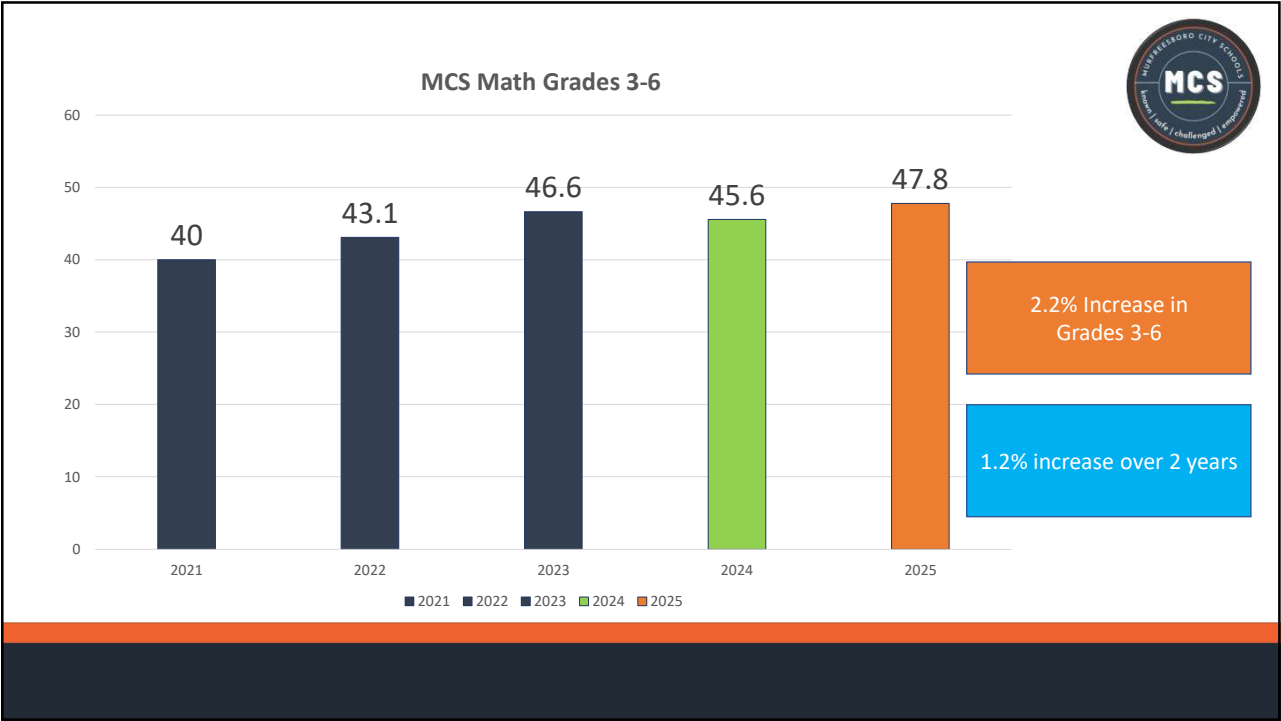


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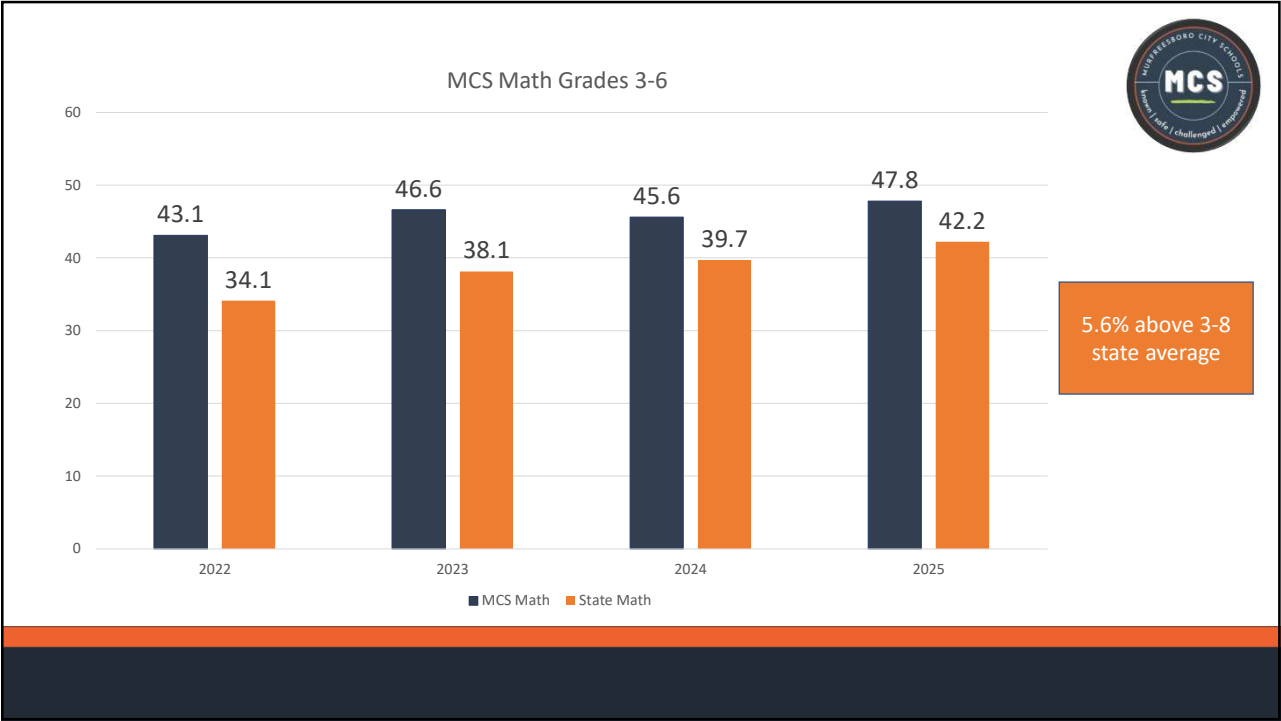


2025 MCS Math Data

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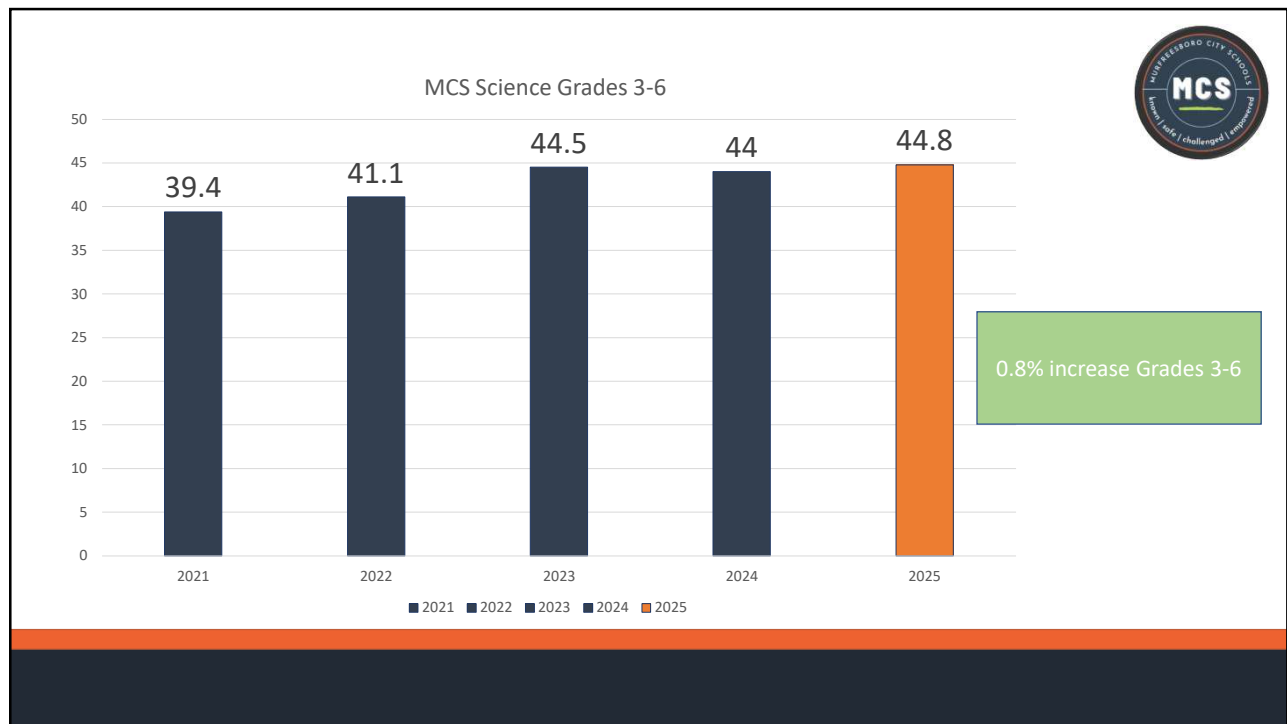
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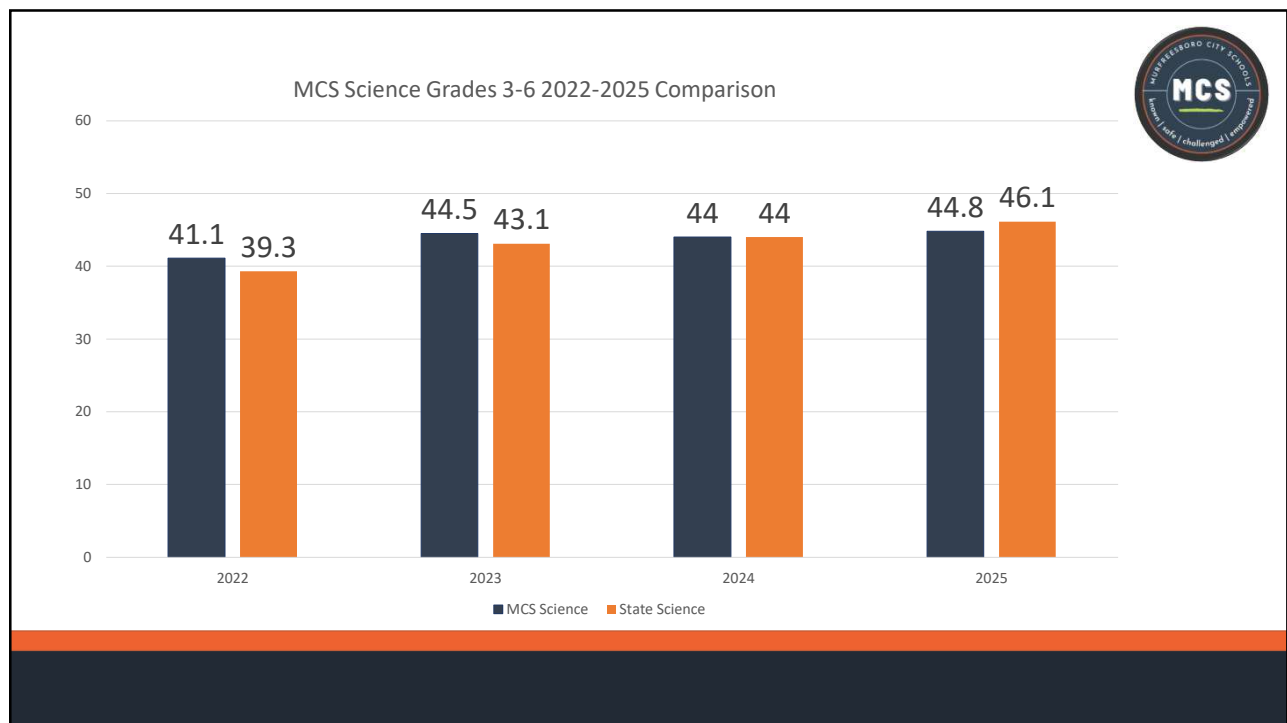
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2025 MCS Science Data

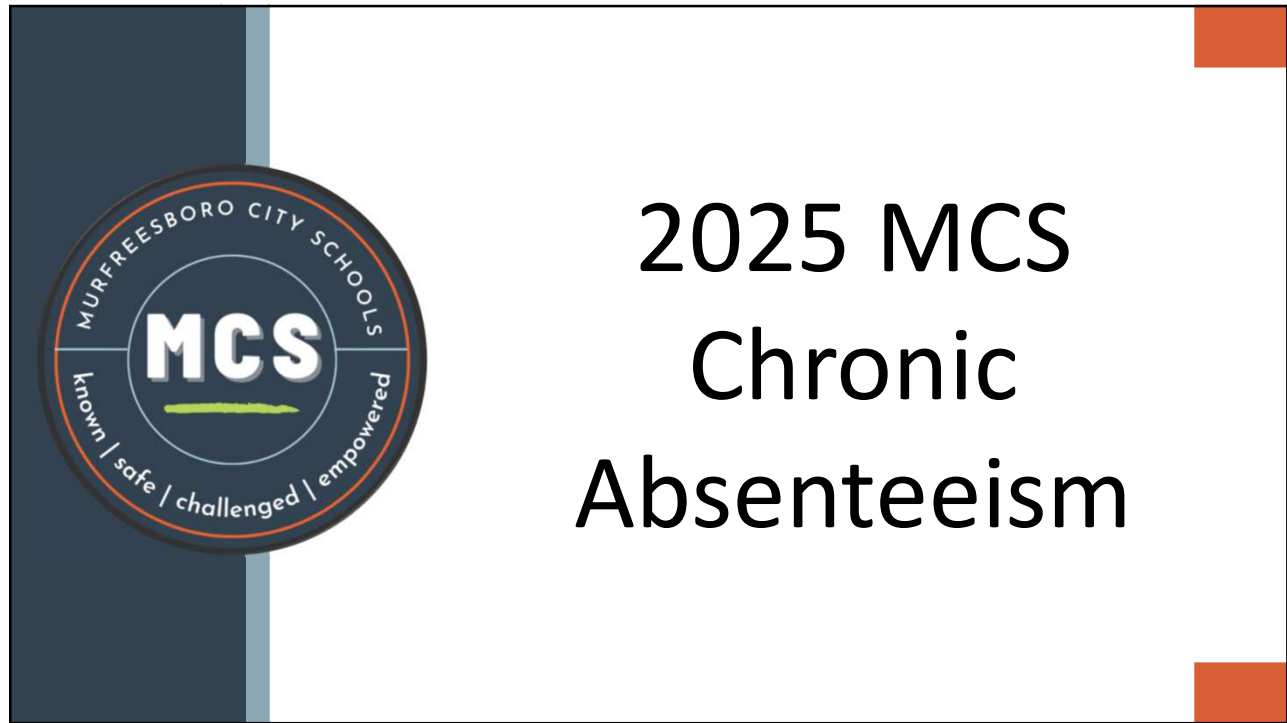
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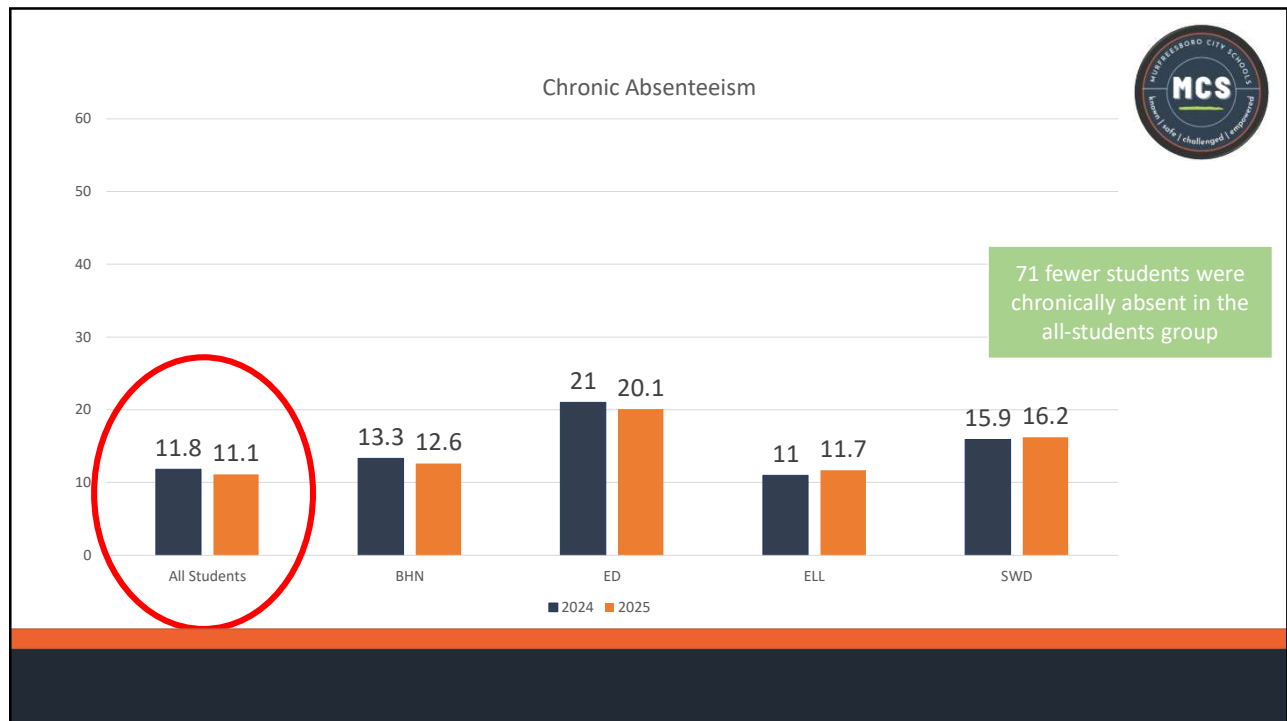
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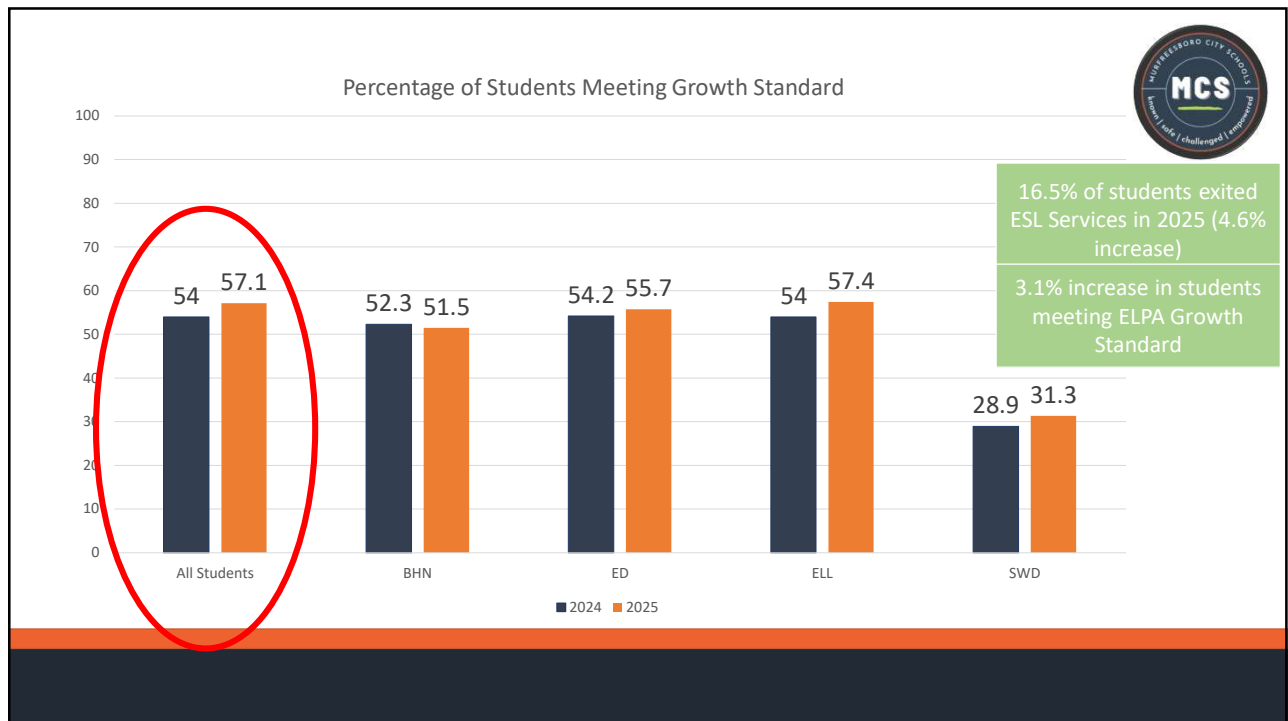
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26

...



- Sustained the historic **ELA** gains we've had since 2021
- Outperformed the state by over 2.5%

Academic Success



- Rebounded from our slight decrease in 2024 to our highest **Math** proficiency scores since 2021
- Outperformed the state by over 5.5%

...



- Increased our **science** proficiency and saw our highest Science proficiency levels to date.

...



- Exited 16.5% of our ELL students - increase of 4.6%
- 57.1% met the growth standard - increase of 3.1%

Agenda Item Title: Human Resources Annual Report

Board Meeting Date: August 26, 2025

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda ☐

Action Item ☐

Reports and Information ☒

Requires City Council Approval: Yes ☐ No ☒

Summary

The 2025-2026 Annual Human Resources Report provides an overview of certified personnel within Murfreesboro City Schools. The report highlights data for new hires, resignations/terminations, staffing levels, certification areas, experience, and demographic trends among certified staff for the current school year.

Staff Recommendation

Fiscal Impact

None

Fiscal funds are not impacted by this report.

Connection to MCS's Five-Year Strategic Plan

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



HUMAN RESOURCES

2025-2026

CERTIFIED EMPLOYEE DATA

New Hire by Location	pg. 1-2
New Hire Demographics	pg. 3-8
Transfers	pg. 9
EOY Terminations	pg. 10-11
Exit Interview Data	pg. 12-17

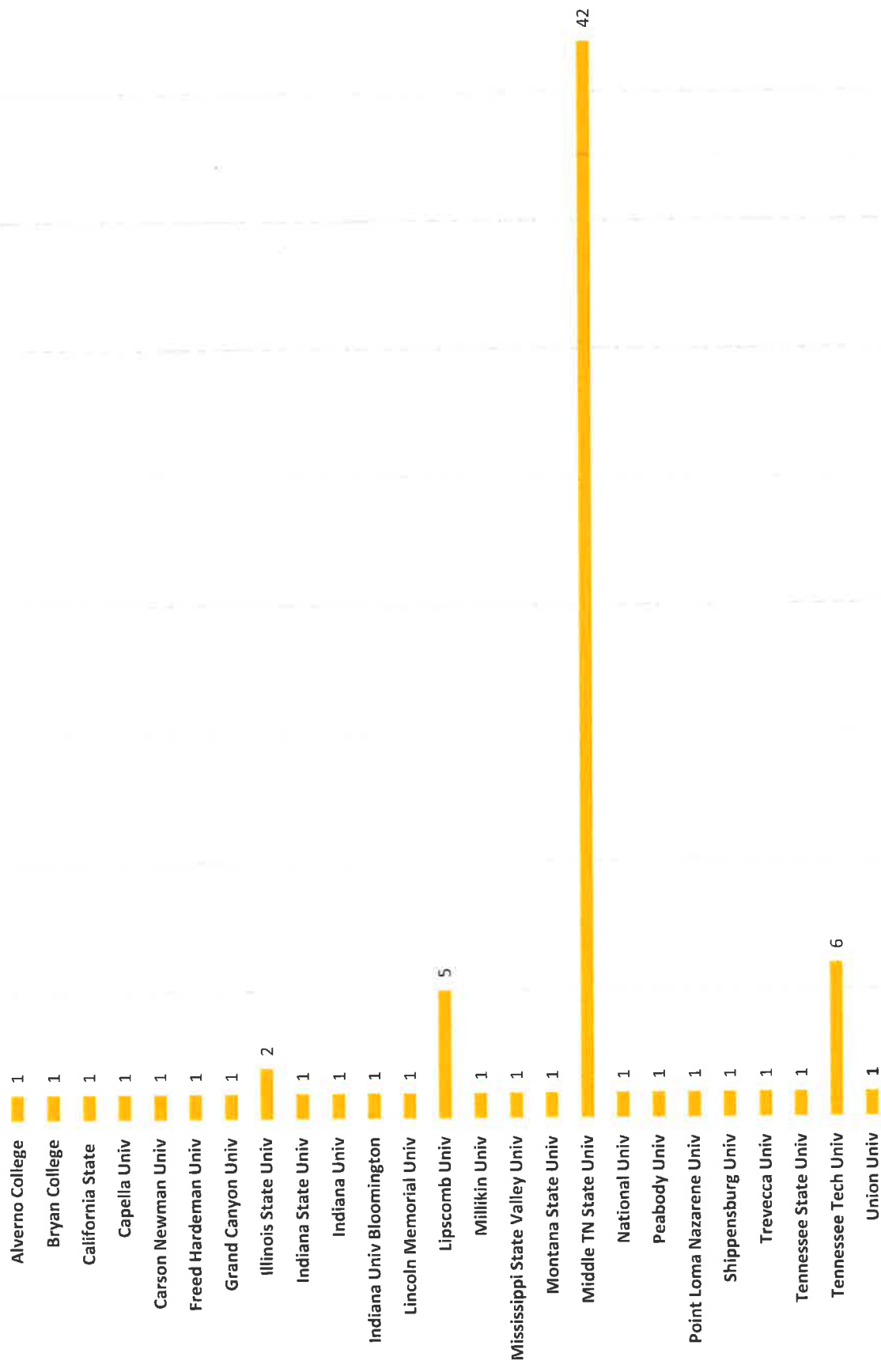
CERTIFIED NEW HIRES AS OF 8/12/2025

Janice Martino	BF	1st Grade
Melissa "Ashlee" Reep	BF	Kindergarten
Julie Jaramillo	BF	Kindergarten
Sara Beth Glover	BF	5th Grade
Christan Lee	BF	4th Grade
Stephanie Wood	BF	1st Grade
Elizabeth Stefaniak	BF	Art
Emma Sagor	BF	3rd Grade
Erica Castaing	BF	1st Grade
Stacie Francis	BF	Academic Coach
Jeffrey Clark	BF	CDC
Haley Armstrong	BR	BEST
Shaleen Armstrong	BR	Kindergarten
Nicole Dunham	BR	BEST
Trisha Sneed-Gailbraith	BR/RR	ESL
Mitchell "Shaun" Robertson	CLA	4th Grade
Presley Berry	CLA	CDC
Evelyn Claire Haynes	CLA	2nd Grade
Merica Berry	CLA	6th Grade
Evan Hill	CLA	3rd Grade
Kathy Buchanan	CLA	5th Grade
Lori Crawford	CLA/DS	School Counselor
Samantha Freemon	CLA	SLP
Maggie Speer	CLAPK	IPK
Devyn Blackmore	CLAPK	IPK
Felicia James	CO	Intervention/Acceleration Specialist
April Irvin	CO	Math Coordinator
Heather Shehane	CO	SLP
Misty Taylor	CO	SLP
Beth Mitchell	DS	Media Specialist
Kayla Woodlee	DS	1st Grade
Yessenia Pena	DW	Vision
Ava "Brook" LaRoche	ESE	1st Grade
Alysia Jenkins	ESE	PE
Morgan Ouellette	ESE	School Counselor
Lois Gregory	ESE	4th Grade
Aislan Hay	ESE	1st Grade
Gwendolyn Ferrell	ESE	4th Grade
Morgen Clay	HG	5th Grade
Regina Coley	HG	1st Grade
Riley Nethercut	JP	5th Grade
Isabella Rayfield	JP	5th Grade
Jordan Madewell	JP	5th Grade
Margaret Rakes	JP	3rd Grade
Anne Sassen	JP	4th Grade
Nickietta Johnson	JP	CDC
Sydney Degraw	JP	Kindergarten
Katelyn Peters	MNE	SPED Resource
Amanda Arnold	MNS	2nd Grade
Ayarri Cox	MNS	Kindergarten
Adam Duggan	MNS	5th Grade
Aaron Culver	MNS	3rd Grade

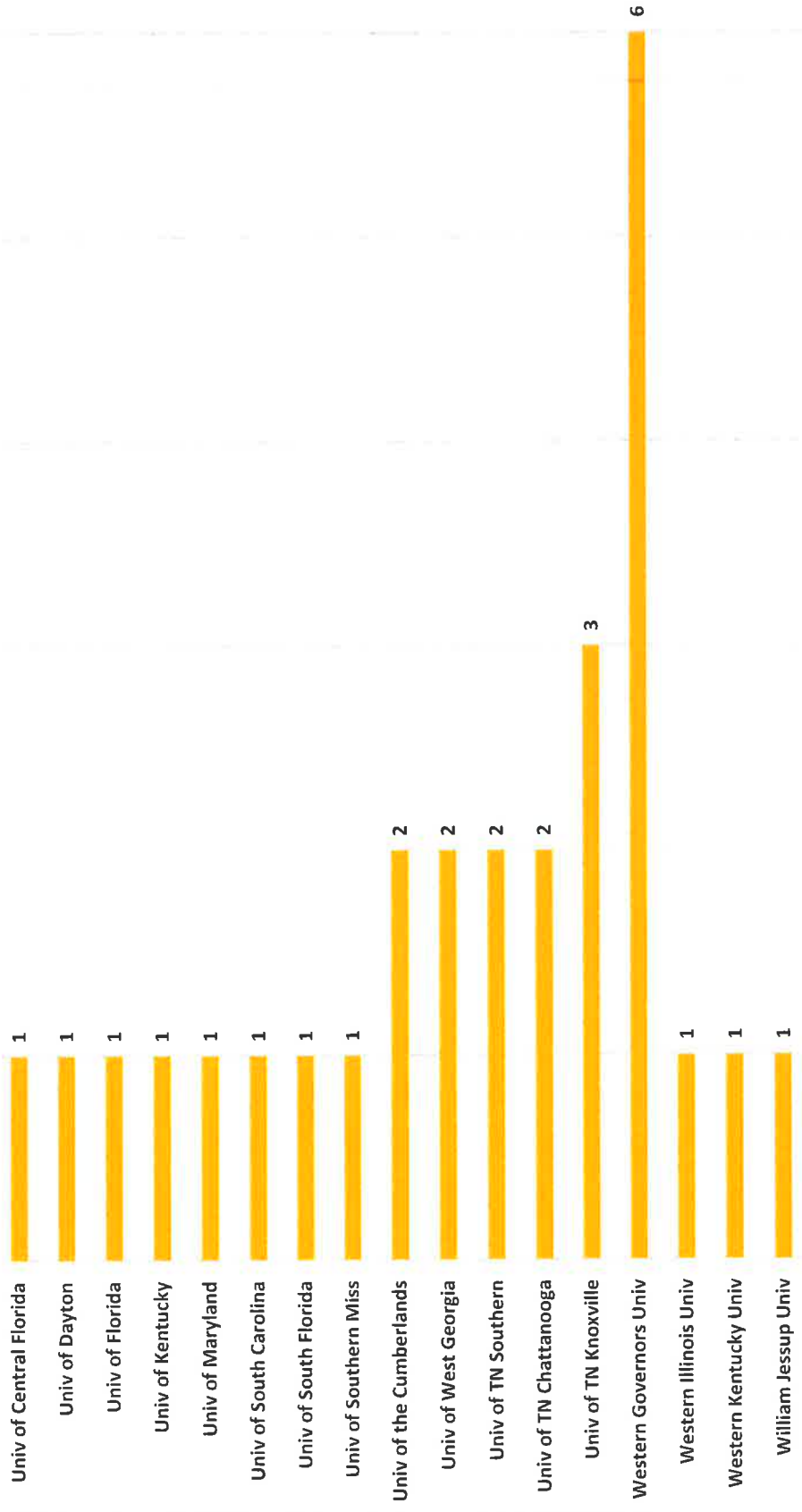
Ethan Scott	MNS	Kindergarten
Vonchelle Sternbridge	MNS	6th Grade Math
Caroline Houchens	NF	Media Specialist
Shawn Pilkinton	NF	6th Grade
Emily Wombles	NF	2nd Grade
Karen King	NF	4th Grade
Breanna Scott	NF	4th Grade
Erin Robinette	NF	Academic Intervention
Ashley Reid	NF	CDC
Chelsea Fishback	NF	Intervention
Laine Barefoot	NF	2nd Grade
Shelby Snyder	NF	4th Grade
Talya McCullough	NF	1st Grade
Tamara Cosby	OCE	5th Grade
Jaidyn Bigelow	OCE	3rd Grade
Jordan Hurst	OCE	1st Grade
Abby Jones	OCE	SLP
Tyler Hausman	OCE	1st Grade
Ashton Miller	OCE	4th Grade
Cortney Graves	OCE	5th Grade
Karla "Michelle" Walton-Grove	OCE	5th Grade
Lydia Harvey	OCE	School Counselor
Katherine Minatra	OCE	Kindergarten
Tawana Harper	RR	Asst Principal
Katie Stricklin	RR	2nd Grade
Lyric Stroup	RR	Music
Sydney Hudson	RR	1st Grade
Lauren Gillespie	RR	4th Grade
Alexis Bonner	RR	2nd Grade
Jahniya Yates	RR	Behavior Interventionist
Karli Eubanks	RR	PE
Nicole Ratliff	RR	Resource
Samantha Stehler	SA	SPED Resource
Abigail Plucker	SA	1st Grade
Kayla Walls	SA	4th Grade
Jennifer Colvard	SA	6th Grade
Tameka Graham	SA	1st Grade
Krista Kindle	SA	5th Grade
Terren Powell	SA	4th Grade
Tori Bellefleur	SA	Kindergarten
Ciara McKinney	SA	Kindergarten
Anthony Ness	SA	3rd Grade
Corbyn "Shelbie" Gregory	SA	5th Grade
Nathan Estus	SA	5th Grade
Alyssa Miller Akers	SA	2nd Grade
Cathy Lively	SC	2nd Grade
Chelsea Simmons	SC	1st Grade
Christie Jordan	SC	ESL
Vanessa Erdman	SC	2nd Grade
Mackenzie Davis	SC	Kindergarten
Allison McMillan	SC	1st Grade
Jason Barbour	SC	3rd Grade

104 total

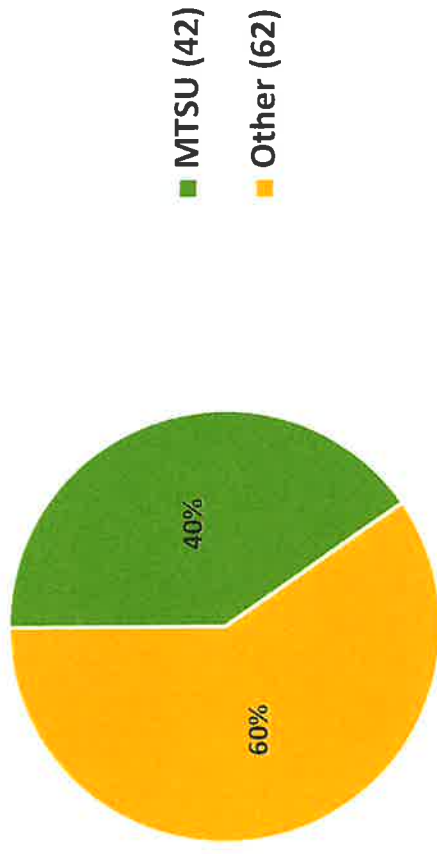
Most Recent University Attended by New Teachers



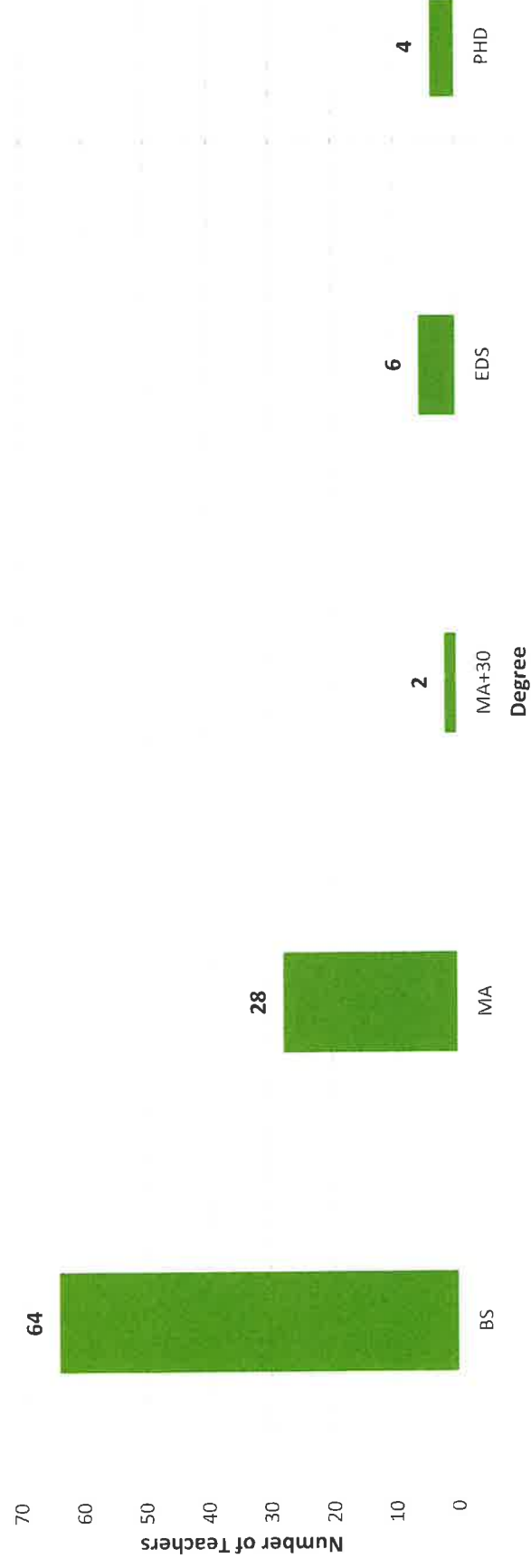
Most Recent University Attended by New Teachers (cont.)



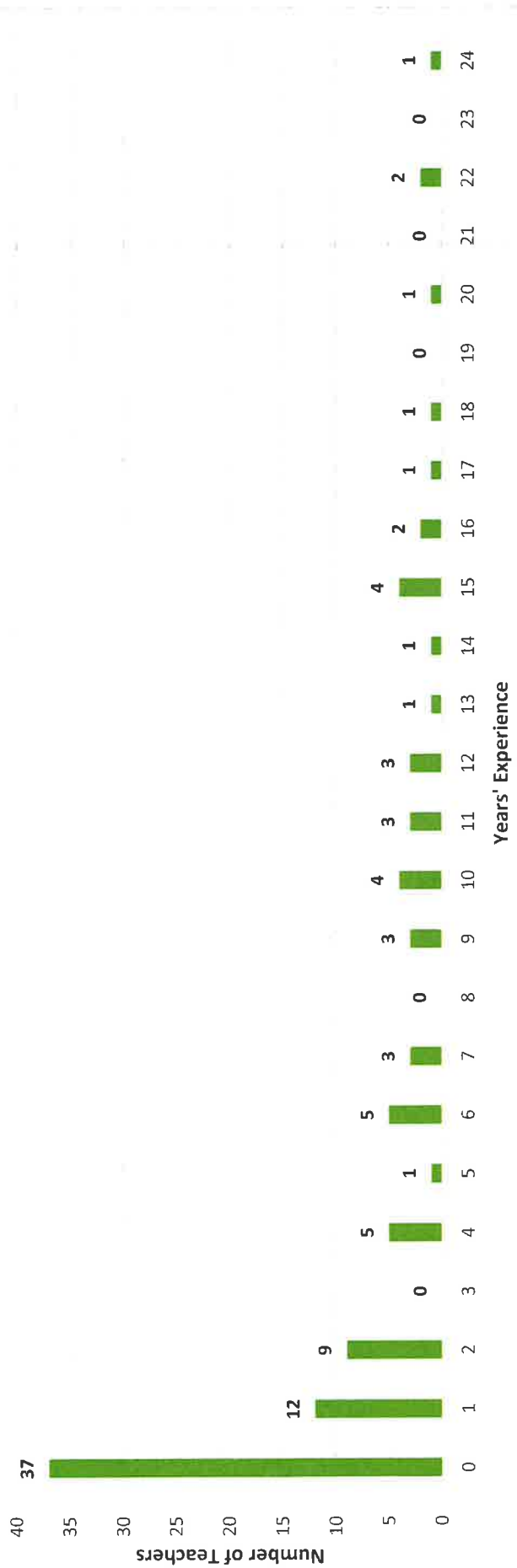
New Teachers from MTSU vs. Other Universities



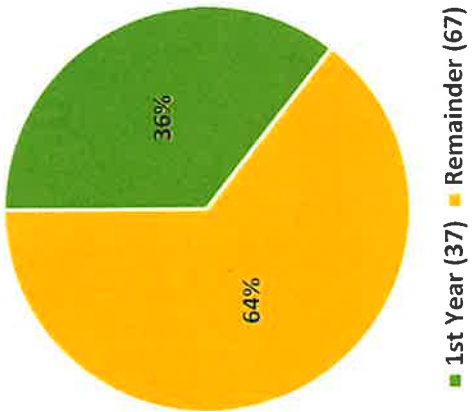
Degree Levels of New Teachers



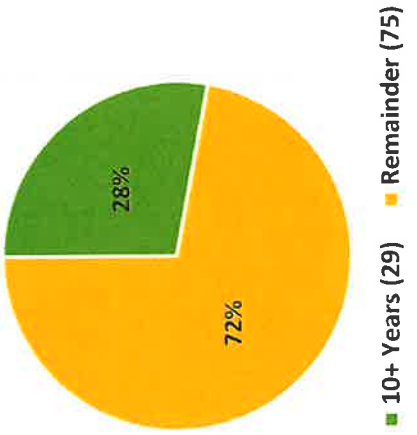
Years' Experience of New Teachers



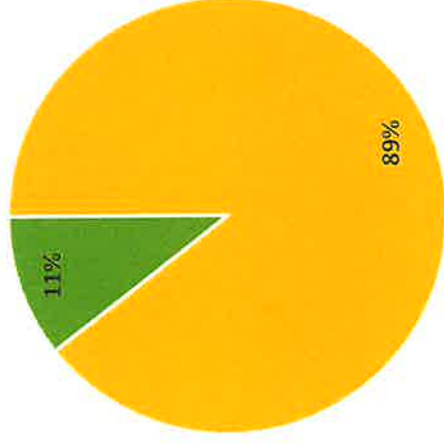
Percentage of First Year Teachers



Percentage of New Hires with 10+ Years' Experience

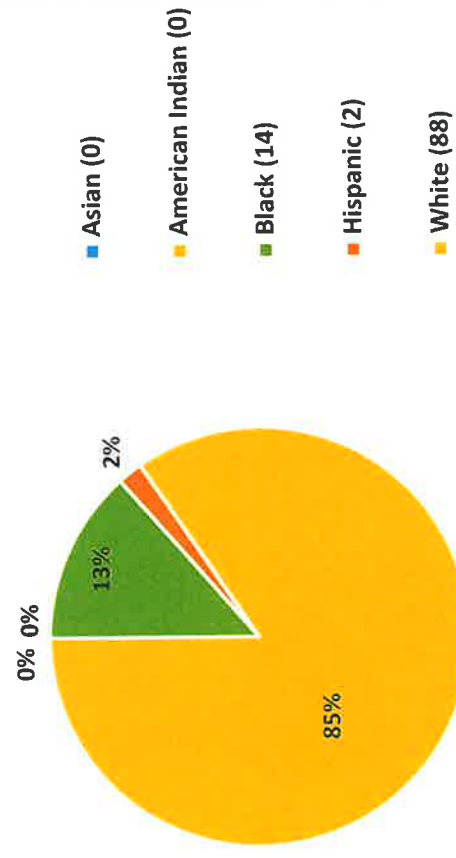


Female vs. Male New Hires

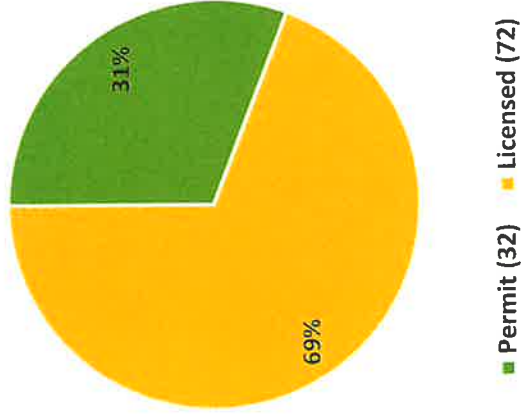


Female (93) Male (11)

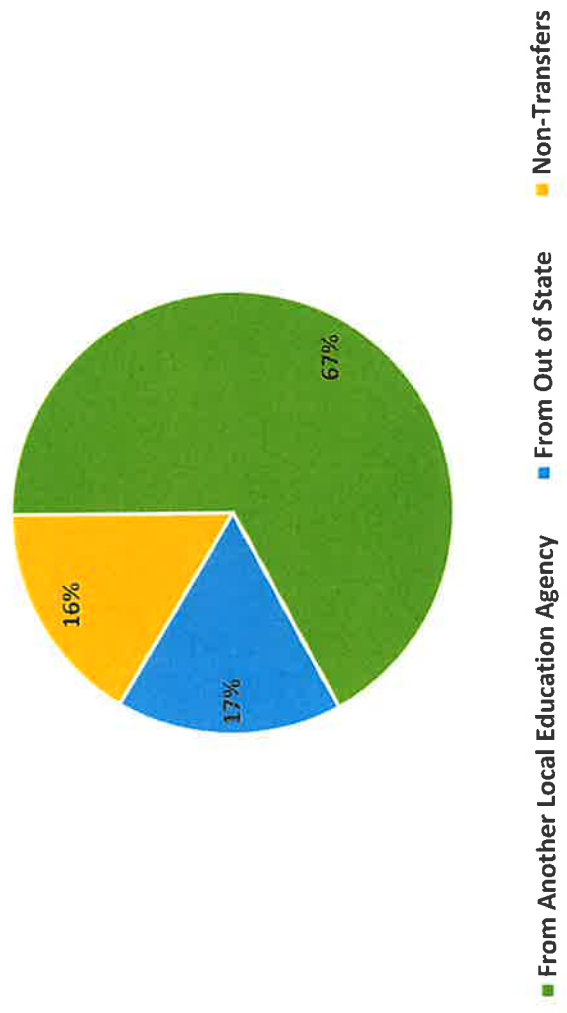
Race of New Teachers



New Hires on Permit



Transfers



Name	TRANSFER FROM		TRANSFER TO	
	Position	Location	Position	Location
Sarah VanHorn	5th Grade	BF	4th Grade	BR
Hannah Dunlap	CDC	JP	CDC	BF
Jordynn Placentia	2nd Grade	SC	2nd Grade	CLA
Stacy Flora	VPK	BF	VPK	CLAPK
Alison Harris	3rd Grade	OCE	3rd Grade	DS
Darinka Beggin	Kindergarten	SA	Kindergarten	ESE
Breanna Clark	Resource	RR	Resource	HG
Lea Barch	Science Coordinator	CO	5th Grade	OCE
Kelly Babb	2nd Grade	MNS	3rd Grade	SA
Madeline Rodgers	3rd Grade	JP	3rd Grade	SC
Jasmine Hailey	4th Grade	SA	ESL	BF
Jessy Ford	Kindergarten	BF	1st Grade	BF
Montina Robinson	1st Grade	SA	ESL	SA
Amanda Grimes	Kindergarten	BF	PreK	BF
Maureen Kesselring	IPK	CLAPK	Perm Sub	CLAPK
Christina Dillihay	SLP	CO	Related Services Spec	CO
Jennifer McDonald	Kindergarten	MNS	SPED	MNS
Sydney herbert	3rd grade	BF	2nd Grade	BF
Macy Barrett	4th Grade	BR	5th Grade	BR
Allison Nivison	4th Grade	BR	5th Grade	BR
Tkaira Davis	5th Grade	BR	4th Grade	BR
Maeson Anderson	Kindergarten	BR	1st Grade	BR
Rachel Bernstein	1st Grade	BR	Kindergarten	BR
Renarda Singleton	Intervention	MNS	1st Grade	MNS
Aubrey Mcdade	2nd Grade	MNS	1st Grade	MNS
Hope Holcomb	4th Grade	SA	Kindergarten	SA
Bryanna Lyons	2nd Grade	NF	1st Grade	NF
Gretchen Campbell	6th Grade	BF	5th Grade	BF
Jessica Jacobs	Interim AP	JP	AP	JP
Chris Penrose	AP	RR	5th Grade	OCE
Amelia Payne	2nd Grade	OCE	4th Grade	OCE
Alexandria Thronton	4th Grade	OCE	2nd Grade	OCE
Kasey Taylor	3rd Grade	OCE	4th Grade	OCE
Austine Wagner	5th Grade	OCE	4th Grade	OCE
Mary Kathryn Martin	5th Grade	MNS	2nd Grade	MNS
Krystal Carpenter	4th Grade	RR	Substitute Teacher	DW
Barbara Arnold	1st Grade	RR	2nd Grade	RR
Kelsey Bond	5th Grade	SC	1st Grade	SC
Savannah Phillips	1st Grade	SC	4th Grade	SC
Beth Burton	Teacher	JP	EA	CLAPK
Jennifer Lavoie	Teacher-float	RR	EA	OCE
Kim Garrett	Art	BF	Art	BR
Alexandria Hernandez	3rd Grade	SA	1st Grade	NF
Kaycie Jones	2nd Grade	JP	1st Grade	HG

CERTIFIED TERMINATIONS AS OF 8/12/2025

Aimee Regnier	NF	Teacher
Amea Cantrell	NF	SPED Teacher
Andrea Pierce	SC	Teacher
Ashley McCarver	ESE	Teacher
Aubree Vitro	SA	Teacher
Bailey Flint	SA	Teacher
Bippy Tidwell	OCE	Teacher
Brook Searcy	SC	Teacher
Cadana Harrison	SA	Teacher
Chalonda Parker	NF	Teacher
Courtney A Smith	CLA	SLP
Danya Pace	OCE	Teacher
Donna Karrh	NF	Teacher
Donnetta Thompson	RR	Academic Interventionist
Elizabeth Crowley	RR	Teacher
Elizabeth Shepherd	DS	Librarian
Emily Butler	NF	Teacher
Emmy Gray	SC	Teacher
Gwen Statz	MNS	SPED Teacher
Hannah Dunlap	JP	SPED Teacher
Heather Joslin	CO	Behavior Coach
Jeanna Racquel	MNS	Teacher
Jenie Black	SA	Teacher
Jennifer Hall	RR	Teacher
Jessica Blanscett	BF	Teacher
Jessica Codispoti	BF	Teacher
Kaelin Dawson	RR	PE Teacher
Kara Nelms	NF	Teacher
Katelyn Gross	CLA	Teacher
Katherine Cox	OCE	Teacher
Kayelyn Gambles	SA	SPED Teacher
Keeley Dearing	CLA	SPED Teacher
Kim Richardson	SA	Teacher
Kimberly Phillips	SC	Teacher
Krystal Carpenter	RR	Teacher
LaToya Avent	HG	Teacher
Lauren Haladyna	OCE	Teacher
Lisa Morgan	NF	Teacher
Lora Wright	OCE	SPED Teacher
Lynne Billington	OCE	Teacher
Madison Sharp	OCE	Teacher
Maleah Owens	BF	Teacher
Margaret Reed	ES	Teacher
Maron Williams	OCE	Teacher
Mary Orcutt	NF	Teacher

Maureen Kesselring	CLAPK	IPK Teacher
Megan Rose	CLA	Teacher
Melissa Bradshaw	BF	Teacher
Melissa Lubash	NF	Teacher
Melissa Siler	JP	Teacher
Molly Oliver	CO	Math Coordinator
Monica Clemente Paredes	HG	ESL Teacher
Natalie Pointer	JP	SLP
Nicholas Smith	CLA	Teacher
Olivia Boylan	NF	Teacher
Quinn Kordyjaka	HG	SPED Teacher
Rhiannon Jester	BF	Teacher
Robin Thomas Alston	ESE	School Counselor
Shannon Gibson	RR	Teacher
Shelby Bourgeois	CLA	Teacher
Stephanie Van Winkle	OCE	School Counselor
Sydney Robinson	SA	Teacher
Tammy Case	NF	Teacher
Tasha Ballard	OCE	Teacher
Taylor Dowdy	RR	Teacher
Thomas Tasher	CLA	Teacher
Tiana Mathavong	SA	Teacher
Whitley Troutman	OCE	Teacher

68 total

5/29/2025-7/30/2025

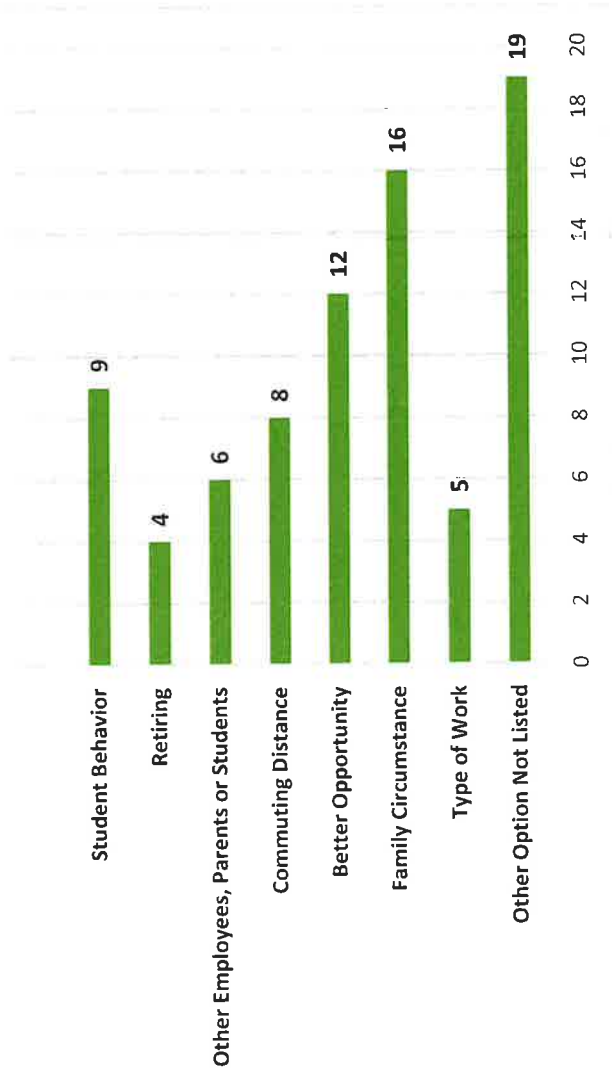
2024-2025 Certified Exit Interviews

81 Responses Total

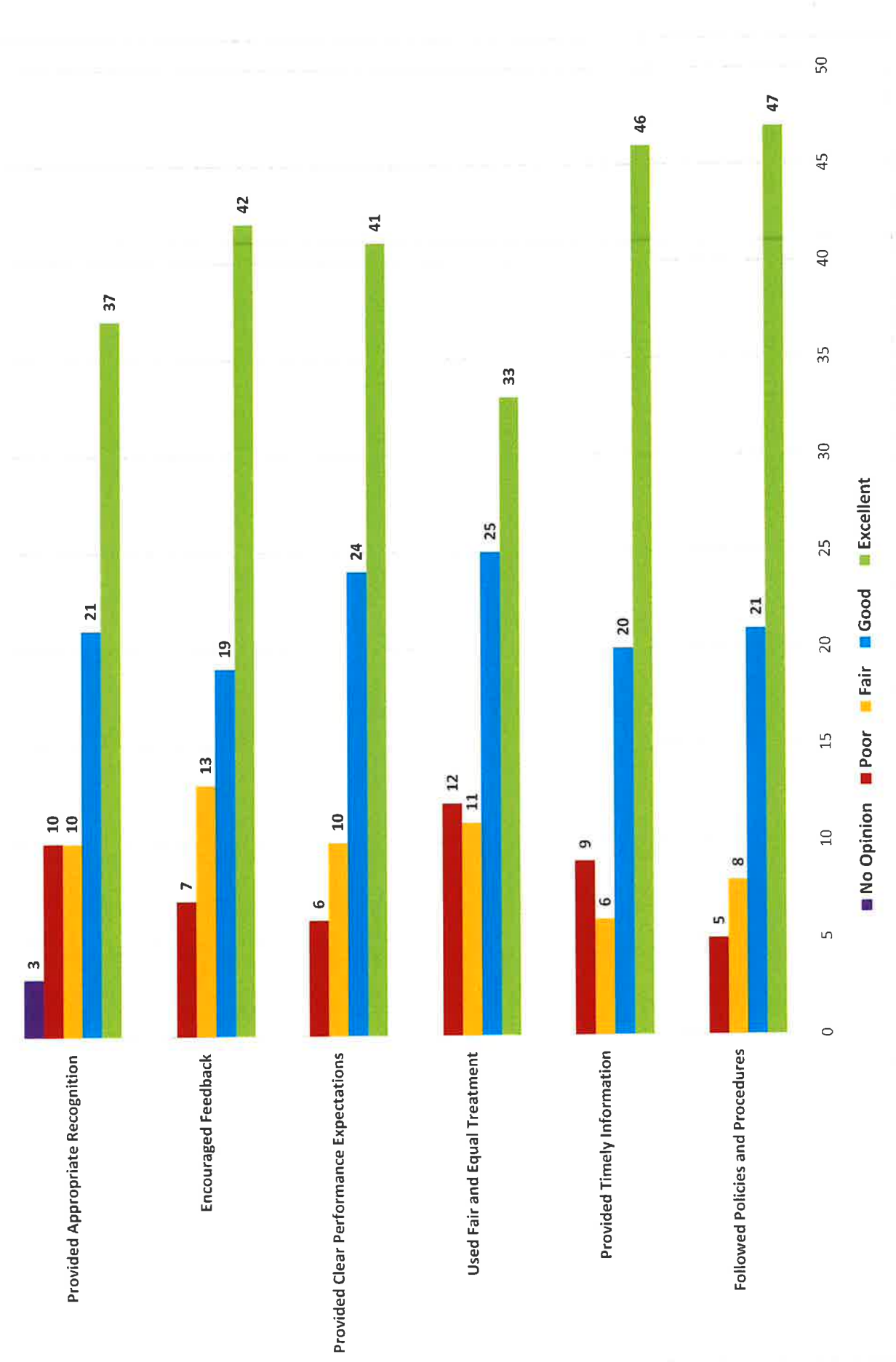
(Not all questions answered in each response)

Schools Represented	# of Responses
Black Fox	5
Bradley	0
Cason Lane/PreK	10
Discovery	2
Erma Siegel	4
Hobgood	5
John Pittard	5
Mitchell Neilson	5
Northfield	8
Overall Creek	11
Reeves Rogers	7
Salem	7
Scales	9
Central Office/System Wide	3
Did not list location	0

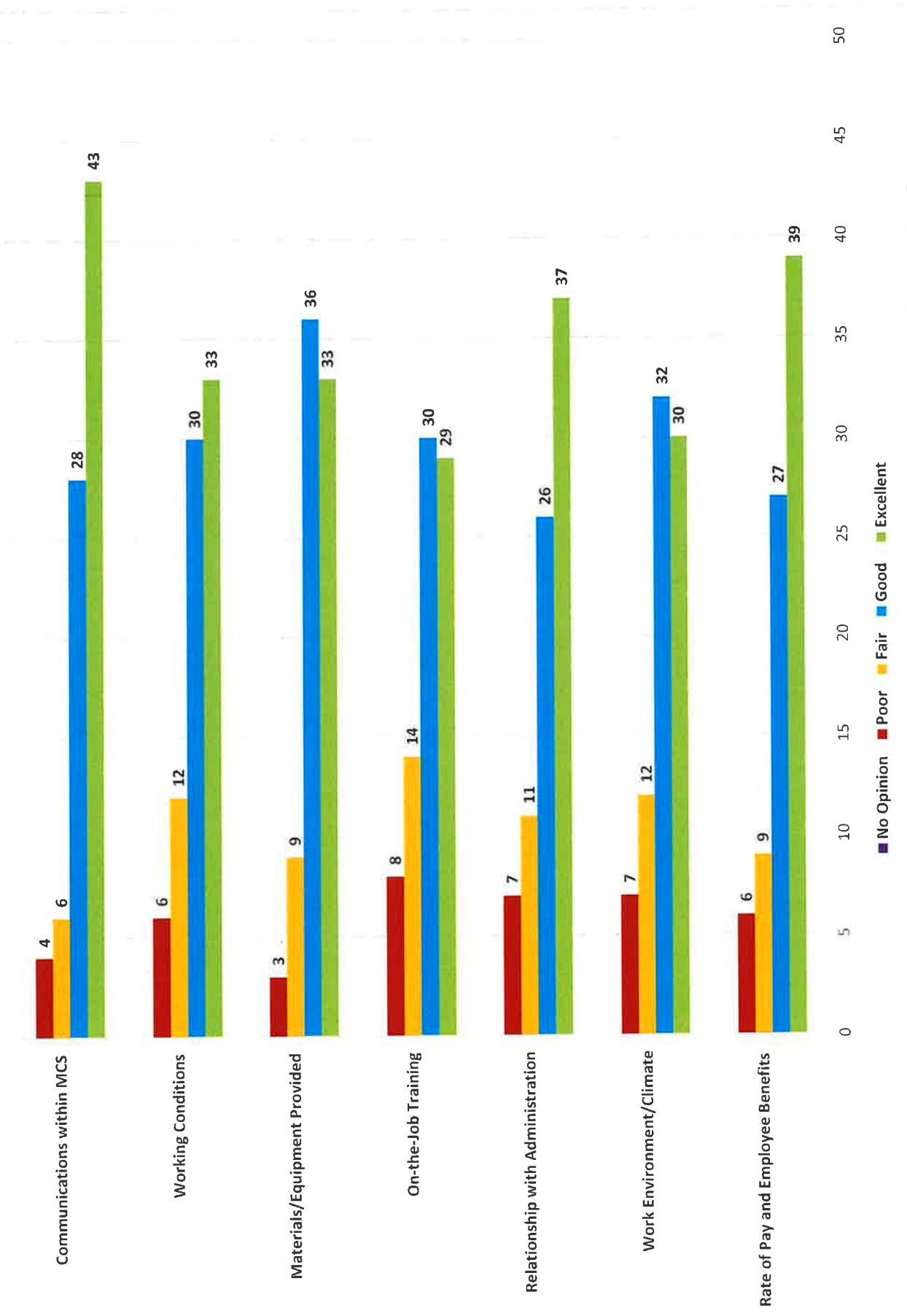
What Influenced Your Decision to Leave MCS?



How Would You Rate the Supervision You Received in the Following Areas?

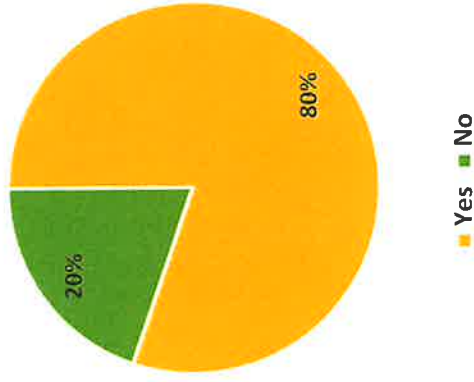


How Would You Rate the Following While Working at MCS?

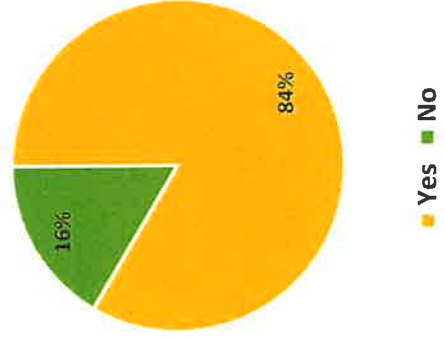


HOW WOULD YOU RATE THE SUPERVISION YOU RECEIVED IN THE FOLLOWING AREAS?					
	FOLLOWED POLICIES AND PROCEDURES	PROVIDED TIMELY INFORMATION	USED FAIR AND EQUAL TREATMENT	PROVIDED CLEAR PERFORMANCE EXPECTATIONS	ENCOURAGED FEEDBACK
Excellent	58%	57%	41%	51%	52%
Good	26%	25%	31%	30%	23%
Ex & Good	84%	82%	72%	81%	75%
Fair	10%	7%	13%	12%	16%
Poor	6%	11%	15%	7%	9%
	PROVIDED APPROPRIATE RECOGNITION	COMMUNICATIONS WITHIN MCS	WORKING CONDITIONS	ON-THE-JOB TRAINING	MATERIAL/EQUIPMENT/ TOOLS PROVIDED
Excellent	46%	53%	41%	36%	41%
Good	26%	35%	37%	37%	44%
Ex & Good	72%	88%	78%	75%	85%
Fair	12%	7%	15%	17%	11%
Poor	12%	5%	7%	10%	4%
	RELATIONSHIP WITH ADMINISTRATION	WORK ENVIRONMENT/CLIMATE	RATE OF PAY AND EMPLOYEE BENEFITS		
Excellent	46%	37%	48%		
Good	32%	39%	34%		
Ex & Good	78%	76%	82%		
Fair	13%	15%	11%		
Poor	9%	9%	7%		

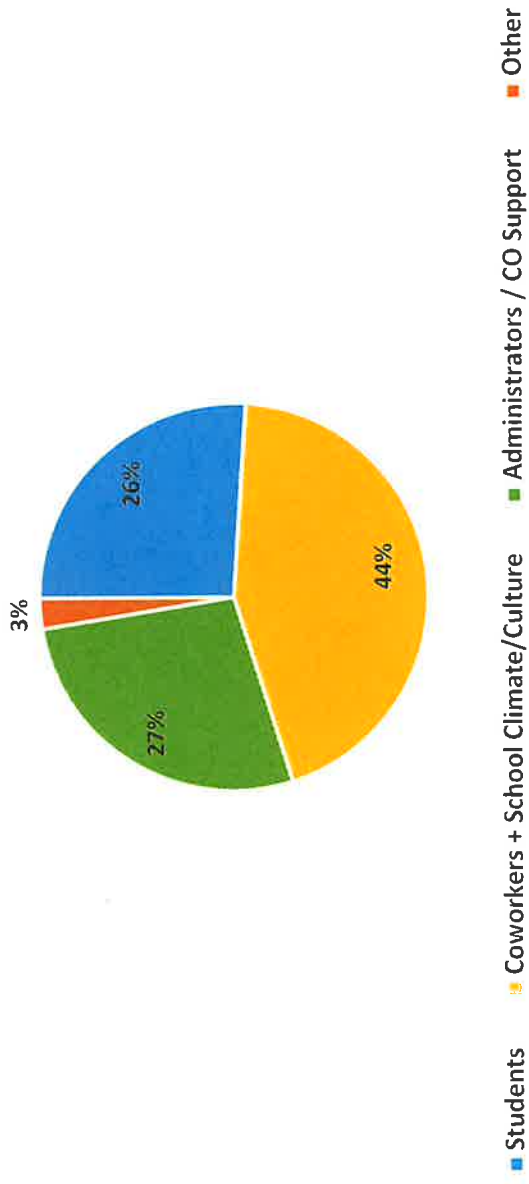
Will You Be Leaving MCS for Other Employment?



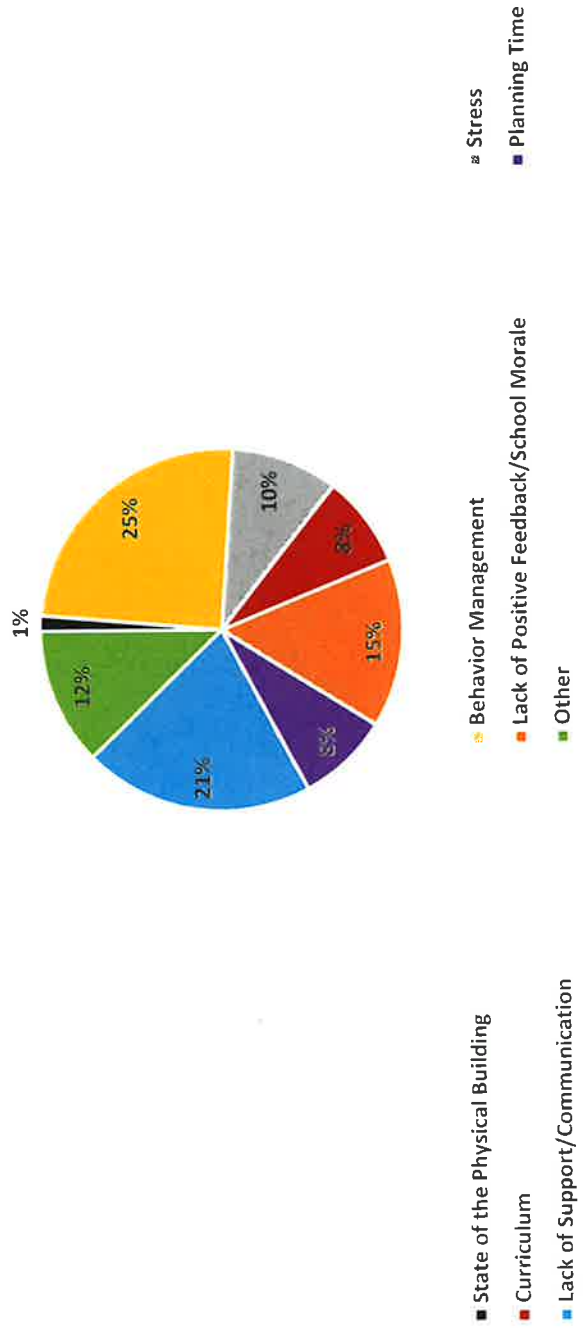
If the Opportunity Presented Itself, Would You Consider Employment with MCS Again?



What Did You Like Most About Working at MCS?



What Did You Like Least About Working at MCS?



Day 10 Enrollment Update

Board Workshop
August 26, 2025



Enrollment & Comparison Topics

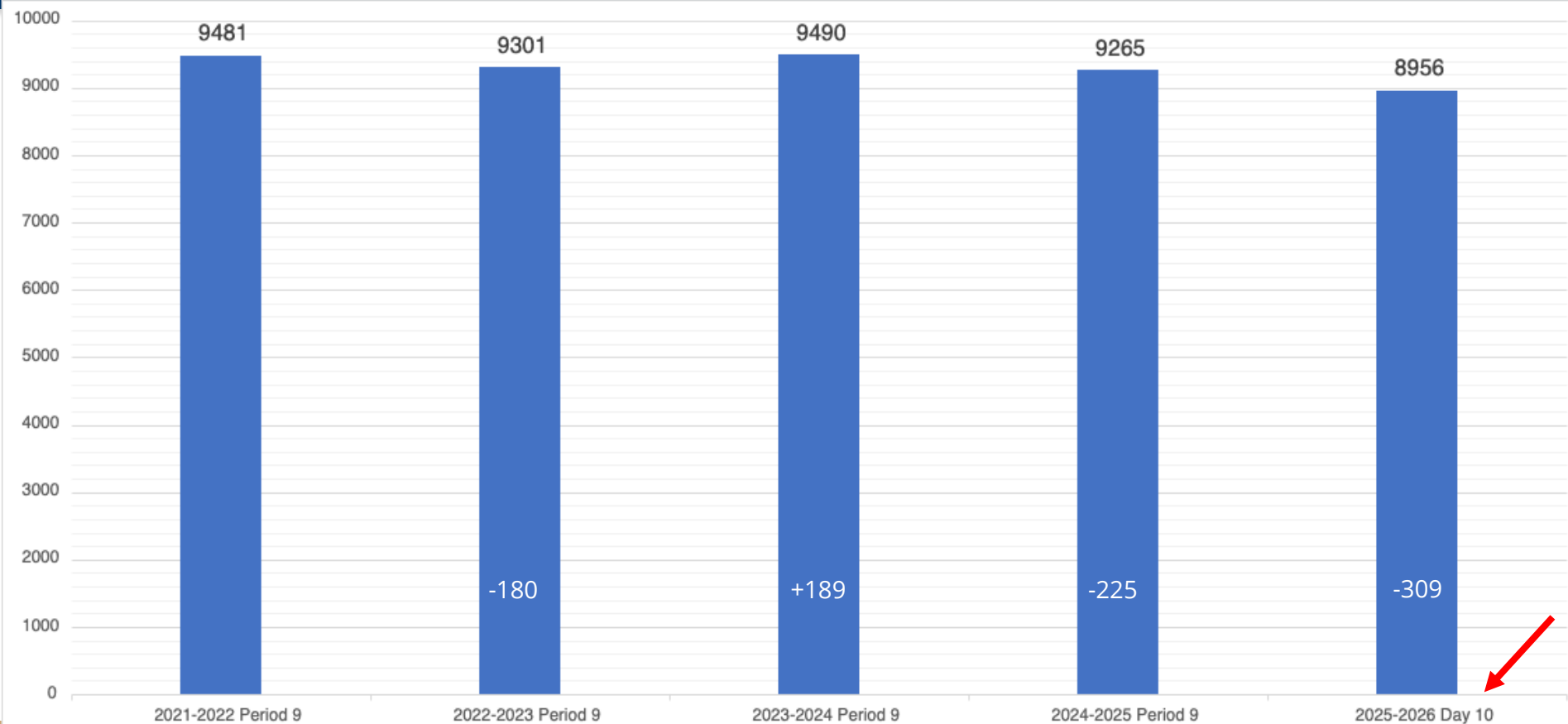
Multi-Year Comparison of Period 9

Previous to Current Year Day 10

Students Transferring Out of MCS

Multi-Year Enrollment Comparison

All Pre Kindergarten - 6th Grade Students



1st 10 Day Comparison

K-6 General Education Only

	Total K-6	Total K-6 Teachers	K-6 PTR Ratio	Student Net Gain/Loss to Day 10 24-25
Black Fox Day 10 25-26	770	41	18.78	(49)
Black Fox Day 10 24-25	819	42	19.50	

Bradley Day 10 25-26	348	20	17.40	18
Bradley Day 10 24-25	330	20	16.50	

Cason Lane Day 10 25-26	630	37	17.03	(41)
Cason Lane Day 10 24-25	671	38	17.66	

Discovery Day 10 25-26	378	19	19.89	(14)
Discovery Day 10 24-25	392	19	20.63	

Erma Siegel Day 10 25-26	822	44	18.68	26
Erma Siegel Day 10 24-25	796	42	18.95	

Hobgood Day 10 25-26	621	34	18.26	(24)
Hobgood Day 10 24-25	645	33	19.55	

John Pittard ACT DAY 9 24-25	731	39	18.74	6
John Pittard Day 10 24-25	725	39	18.59	

	Total K-6	Total K-6 Teachers	K-6 PTR Ratio	Student Net Gain/Loss to Day 10 24-25
Mitchell-Neilson Day 10 25-26	491	29	16.93	(26)
Mitchell-Neilson Day 10 24-25	517	30	17.23	

Northfield Day 10 25-26	533	31	17.19	(66)
Northfield Day 10 24-25	599	33	18.15	

Overall Creek Day 10 25-26	897	47	19.09	(1)
Overall Creek PROJ 23-24	898	48	18.71	

Reeves-Rogers ACT DAY 9 24-25	343	19	18.05	(23)
Reeves-Rogers Day 10 24-25	366	21	17.43	

Salem Day 10 25-26	887	48	18.48	(23)
Salem Day 10 24-25	910	49	18.57	

Scales Day 10 25-26	869	48	18.10	(37)
Scales Day 10 24-25	906	50	18.12	

Day 10 25-26 Regular Education PTR	Pupils	Teachers	PTR
Kindergarten thru Third Grade	5271	293	17.99
Fourth Grade thru Sixth Grade	3049	163	18.71
District Totals	8320	456	18.25

Day 10 24-25 Regular Education PTR	Pupils	Teachers	PTR
Kindergarten thru Third Grade	5518	301	18.33
Fourth Grade thru Sixth Grade	3056	163	18.75
District Totals	8574	464	18.48

During the 1st 10 Days: Where did the students transfer?

	2024	2025
Drop Out	14	49
Another TN School	604	387
Out of State or Country	142	80
Non-Public School	19	23
Home School	39	48
TOTAL	818	586

Drop Out: A student that does not show up, we cannot get ahold of a parent/guardian, and there is no records request during these 10 days.

2025 Summary:

63 Kindergarteners or 10.5%

Under "Another TN School"

- Davidson: 33 students or 5.6%
 - Grade 5: 2 students
 - Grade 6: 4 students
- RCS: 263 students or 44.9%
 - Grade 5: 30 students
 - Grade 6: 77 students
- RCP: 17 students or 2.9%
 - Grade 5: 5 students
- Unknown: 49 students 8.3%
 - Grade 6: 16 students

Questions





CAPITAL IMPROVEMENT PLAN 2026 -2030
Draft for Board Review

Project	Location	2025-26	FY26 Funding Source	2026-27	FY27 Funding Source	2027-28	FY28 Funding Source	2028-29	FY29 Funding Source	2029-2030	FY30 Funding Source	Total
Maintenance												
New School/Additional Classrooms	West Side					55,000,000	CIP					55,000,000
Floor Coverings & Abatement	HG/DS/CLA/RR/BR/MNE	HG/MNE		BR/DS		CLA/RR						1,503,390
		903,390	CSB	300,000	CSB	300,000	CIP					
Window Replacements	DS/MN/HG/BR							DS/MN/HG/BR				2,250,000
								2,250,000	CIP			
Concrete Resurfacing	BR/HG/OC					BR/HG/OC						125,000
						125,000	GP					
New Fan Coils for all Classrooms	NF/BF/ESE					NF		BF		ESE		1,500,000
						500,000	CIP	500,000	CIP	500,000	CIP	
HVAC Upgrade	SC					SC						1,200,000
						1,200,000	CIP					
HVAC Replacement, Reconstruction	Central Office/BR	CO				BR				MNE		5,750,000
		4,000,000	CSB			750,000	CIP			1,000,000	CIP	
Interior Painting	ES/JPE/BF/CLA	ES		JP		BF/CLA						800,000
		200,000	GP	200,000	GP	400,000	GP					
Exterior Painting	BR/HG/RR/MNE/MNP	BR/HG		RR		MNE/MNP						360,000
		160,000	GP	75,000	GP	125,000	GP					
Ceiling Renovations	BR	BR										686,354
		686,354	CSB									
Exterior Door Replacement	HG/BR/DS/RR	HG/BR				DS/RR						600,000
		300,000	CSB			300,000	CIP					
Permeable Pavers (Re-chipping)	OC/HG			OC		HG						75,000
				45,000	GP	30,000	GP					
Interior Doors	HG/MNE					HG		MNE				300,000
						150,000	CIP	150,000	CIP			
Roofs	SC/CLA	SC		CLA								8,000,000
		4,000,000	CIP	4,000,000	CIP							
Vehicle Replacement - Used vans	Maintenance	2 vans serv trucks		4 vans		4 vans		4 Vans		Replacement Vehicles		1,210,000
		230,000	CSB	200,000	CSB	200,000	CIP	200,000	CIP	380,000	CIP	
Playground Updates	BF/BR/MNP/DS/RR									2,000,000	CIP	2,000,000

CAPITAL IMPROVEMENT PLAN 2026 -2030												
Technology												
Student Computers/Chromebooks		600,000	GP	900,000	GP	1,000,000	GP	1,000,000	GP	1,000,000	GP	4,500,000
Teacher & Staff Computers		770,000	GP	770,000	GP	400,000	GP	400,000	GP	400,000	GP	2,740,000
Cameras for Schools	All Schools	50,000	GP	50,000	GP	50,000	GP	50,000	GP	50,000	GP	250,000
Network	20% of 1.5 million Erate Grant	100,000	GP	100,000	GP	75,000	GP	75,000	GP	75,000	GP	425,000
Transportation												
Full Size Buses		875,000	CSB	350,000	CSB	350,000	CIP	350,000	CIP	350,000	CIP	2,275,000
Special Education Buses		175,000	CSB/Impact Fee	350,000	CSB	350,000	CIP	350,000	CIP	350,000	CIP	1,575,000
	Totals	13,049,744		7,340,000		61,305,000		5,325,000		6,105,000		93,124,744
\$ 93,124,744.00												

	7,169,744	CSB/Impact	1,200,000	CSB	0	CSB	0	CSB	0	CSB	
	1,880,000	GP	2,140,000	GP	2,205,000	GP	1,525,000	GP	1,525,000	GP	
	4,000,000	CIP	4,000,000	CIP	59,100,000	CIP	3,800,000	CIP	4,580,000	CIP	
total	13,049,744	Total	7,340,000	Total	61,305,000	Total	5,325,000	Total	6,105,000	Total	

Transportation	Column1
FY24	1 CSB SpEd Bus - replacement
FY25	1 CSB SpEd Bus - replacement
FY26	5 Regular Bus- Replacement; 1 SpEd growth bus
FY27	2 Regular Bus and 2 Sped-replacements
FY28	2 Regular Bus and 2 Sped-replacements
FY29	2 Regular Bus and 2 Sped-replacements
FY30	2 Regular Bus and 2 Sped-replacements

Agenda Item Title: Discussion of Five-Year Strategic Plan

Board Meeting Date: August 26, 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 Director will present an overview of the Board's Five-Year Strategic Plan revision process. The Director will seek feedback on Strategic Plan goals.

Staff Recommendation

Discussion only

Fiscal Impact

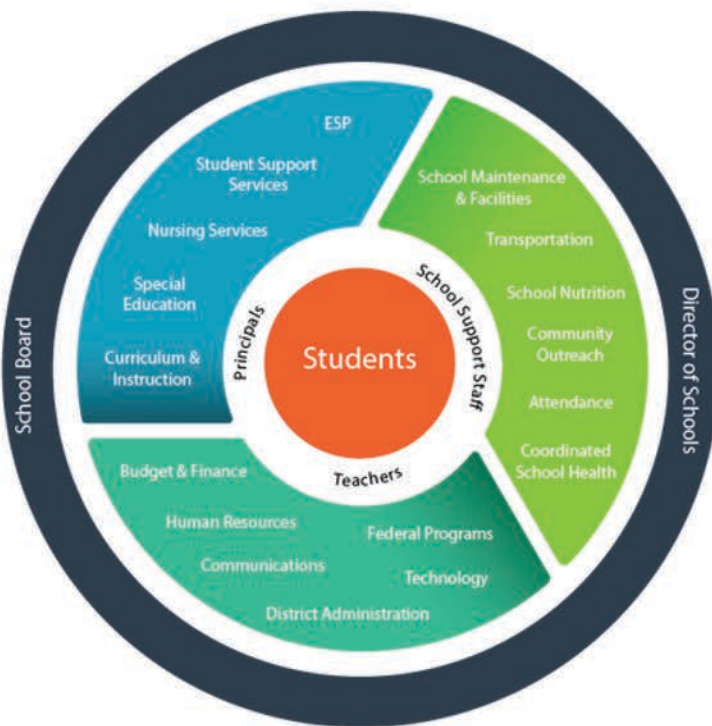
Not Applicable

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

EMPOWERING MCS

A five year strategic plan.
2022-2027
updated 2024



Murfreesboro
City Schools



KNOWN

Every student will be known through whole-child programs and support.

MCS will support the whole child by ensuring access to mental health staff, engaging in partnerships with high-quality providers, providing relevant classroom extension opportunities, supporting family involvement, and focusing on positive behavior supports.

SAFE

Every student will be safe through equitable access to buildings, facilities, and infrastructure that meet their needs.

MCS will ensure operational excellence and prioritize safety, technology, resources, allocation, and facilities to meet the needs of our growing community.

Objectives	Strategies	Objectives	Strategies
1. Maintain a 1:500 ratio for school counselors in all buildings and decrease ratio for school social workers district wide to 1:1,600, and a combined ratio of 1:300 for social emotional support. 2. Increase school coverage for mental health providers from 60% to 100% daily for coverage.. 3. Decrease the percentage of students who are chronically absent from 14.2 % to 9% by meeting yearly chronically absent AMOs. 4. Provide extracurricular opportunities for students in STEAM, agriculture, performing arts, advanced academics and athletics 5. Increase awareness and programming for Bradley Arts Academy and Discovery School to increase choice school applications. 6. Increase the percentage of parents who indicate they are encouraged to be involved in school activities from 80% to 90% on the Tennessee Parent Climate Survey. 7. Increase the percentage of parents who indicate they receive information from the school about how to help their child to from 85% to 90% 8. Increase district-wide family engagement sessions to ensure a variety of learning opportunities for families on a quarterly basis include mobile opportunities. 9. Decrease the percentage of students experiencing Out of School Suspension (OSS) annually based on 2021-2022 baseline year data using the state's AMO reduction target formula. 10. Increase the percentage of MCS schools recognized as TN STEM designated to 100%.	• Ensure annual budget includes funding for growth of mental health supports. • Maintain and increase partnerships with third-party mental health providers for in school counseling. • Provide resources, materials, activities, and training to promote healthy lifestyles for students and families in response to our health screening data. • Maintain a license health care professional at each school to address chronic medical needs. • Identify, implement, and support a variety of extracurricular programs to ensure all students have opportunities for engagement based on their interest. • Create partnership agreements to identify and connect students and families with resources in our community. • Create a Mobile Family Resource Center to offer monthly trainings to families in a variety of settings across our community. • Implement annual bullying awareness programs to appropriately define the behavior and prevent incidents.	1. Ensure school facilities remain between 80% and 100% capacity. No buildings will operate at over 110% for multiple years. 2. Fully implement the district's five-year capital improvement plan to maintain facilities with annual updates to prioritize needs 3. Maintain 1:1 devices in 2nd – 6th grades and 2:1 devices in Kindergarten - 1st grades through budget planning and/or grants 4. Update cabling and switches in 10 schools over a 4-year period beginning 2022-23 5. Maintain security software agreement which allows for 20% growth over the next five years to ensure complete coverage 6. Secure a new transportation facility to meet the needs of our growing population and ensure we maintain an adequate number of buses and equipment (radios, routing system, etc.) to meet our daily rider averages. 7. Utilize TDOE district security assessment reports to enhance all schools' security levels to meet all priority standard recommendations where infrastructure allows. 8. Maintain MOU with MPD regarding full time SROs in all buildings. 9. Maintain labor costs so that they do not exceed 88% of the total general purpose budget. 10. Maintain a minimum of 10% unassigned fund balance per financial audit.	• Work with city planning to project areas of growth and impact on schools and develop rezoning plans as needed. • Develop a timeline for projects on the capital improvement plan for each year detailing a start date and projected completion date. • Plan for and maximize eRate funds • Work with the city government to identify land or an existing structure that will accommodate the bus fleet and employee work space with room for projected growth • Coordinate yearly safety assessments in collaboration District Safety Coordinator and school administration. • Coordinate with Human Resources and finance to create position control/staffing criteria to monitor labor costs • Obtain approved budgets for legal authorization to spend • Maintain budget integrity with ongoing fiscal monitoring • Create and provide public-facing budget documents • Ensure compliance with yearly audit requirements • Ensure fund balances and reserves are accurately stated • Safeguard district assets by implementing sound internal controls

CHALLENGED ■

Every student will be challenged by learning from highly effective educators and employees.

MCS will recruit, retain, and train highly-qualified and culturally competent educators and employees to ensure MCS is the place where talented individuals choose to work.

Objectives

1. Partner with at least four educator preparation providers, one of which will be an HBCU, to place teaching candidates/interns in MCS classrooms
2. Attend at least three university job fairs annually with at least one being at an HBCU
3. Increase the percentage of minority certified staff annually to ensure our faculty demographics more closely match our student population
4. Retain 93% of highly effective educators as measured by LOE scores of 4 or 5
5. Ensure 80% of employee exit surveys indicate that employees would work for MCS again if the opportunity presented itself
6. Adjust and maintain salary scale for certified and classified positions to ensure MCS offers competitive pay at all pay steps
7. Ensure 90% of educator responses to the Tennessee Educator Survey indicate that the professional learning they have received has led to improvements in their teaching
8. Ensure 90% of educator responses to the Tennessee Educator Survey indicate favorable ratings in perceptions of school leadership
9. Provide a minimum of one leadership training program annually (Teacher Advisory Council, Administrator Academy, Teacher Leadership Academy)
10. Ensure all department supervisors update transition plans annually.

Strategies

- Maintain and create new formal partnerships with universities for student teaching placement
- Extend job-embedded programs to fill hard-to-staff positions and support programs that assist classified staff in obtaining their teaching certificates.
- Host annual on-site job fairs for certified and classified employees
- Annually evaluate and plan for incentives for hard-to-staff positions, including retention incentives
- Offer multiple leadership development and feedback programs (School-based meetings, Teacher Advisory Council, feedback sessions, etc.)
- Annually evaluate salary comparisons with neighboring districts
- Ensure all new teachers (years 1-3) receive ongoing mentorship
- Maintain and support the work of the Diversity Task Force
- Include topics of cultural competency and appreciation of diversity in our required annual trainings
- Seek out and provide ongoing professional development opportunities for educators and employees

EMPOWERED ●

Every student will be empowered through academic success.

MCS will ensure all students, especially those who have been historically under served, grow and achieve at high levels in all content areas.

Objectives

1. Meet or exceed the school specific achievement targets (based on AMO formula) for all students and in each subgroup on state-assessed subjects annually
2. Maintain TVAAS scores of a minimum of 3 (at expectations) or higher in ELA and math
3. Reduce the percentage of students scoring below the 25th percentile on the 1st grade universal reading screener by 50%, from 50.6% in 2021 to 25.3%
4. Increase the percentage of students scoring on-track or mastered on the TNReady ELA assessment from 34% in 2021 to 66%
5. Increase the percentage of students scoring on-track or mastered on the TNReady math assessment from 40% in 2021 to 75%
6. Increase the percentage of students scoring on-track or mastered on the TNReady science assessment from 39.4% in 2021 to 65%
7. Decrease the percentage of all students and students in each subgroup scoring at the below level on state-assessed subjects annually
8. Increase the identification of minority gifted students from 34.5% in 2021 to 42% of our total gifted population so that it more closely mirrors our demographics (1.5% per year)
9. Students with Disabilities will remain in Tier 1 or least restrictive environment setting 80% of their school day as measured by the SPR indicators.
10. Meet or exceed the federal AMO for ELP assessment each school year.

Strategies

- Ensure all students have access to high quality instructional materials in each subject area. Implement and use our adopted instructional materials with integrity and as intended.
- Offer ongoing, effective professional development that is coherent, curriculum-based, and responsive to data-based instructional needs
- Ensure every pre-K - 2nd grade teacher and interventionist completes the early literacy Sounds First training and implements the sounds first approach during skills instruction
- Provide a 3rd-6th grade Literacy Institute annually.
- Ensure every interventionist implements and uses the intervention curriculum with fidelity
- Provide tools that support curricular ease-of-use, such as curriculum maps and scope-and-sequence documents
- Support teachers in implementing the NCTM Mathematics Teaching Practices in classroom instruction
- Support STEM designated schools with leadership network meetings
- Implement a district-wide science benchmark to inform instruction
- Partner with higher education institutions to engage in research for improvement in student outcomes



Murfreesboro City Schools



15 campuses, 13 schools

Pre-K-6th grade

9,400 plus students

22nd largest school district in Tennessee

51 home languages

Black Fox Elementary

est 1990

Bradley Academy

est 1955

Cason Lane Academy

est 1994

Cason Lane Pre-K

est 2023

Discovery School

est 1962

Erma Siegel Elementary

est 1998

Hobgood Elementary

est 1954

John Pittard Elementary

est 2007

Mitchell-Neilson School

Elementary est 1952

Primary est 1964

Northfield Elementary

est 1986

Overall Creek Elementary

est 2014

Reeves-Rogers Elementary

est 1958

Salem Elementary

est 2019

Scales Elementary

est 2005

Highlights 2022-current

Middle Grand Division Principal of the Year

Middle Grand Division Teacher of the Year

Milken Educator Award Recipient

3 TN State Finalist for the Presidential Award for
Excellence in Math and Science Teaching

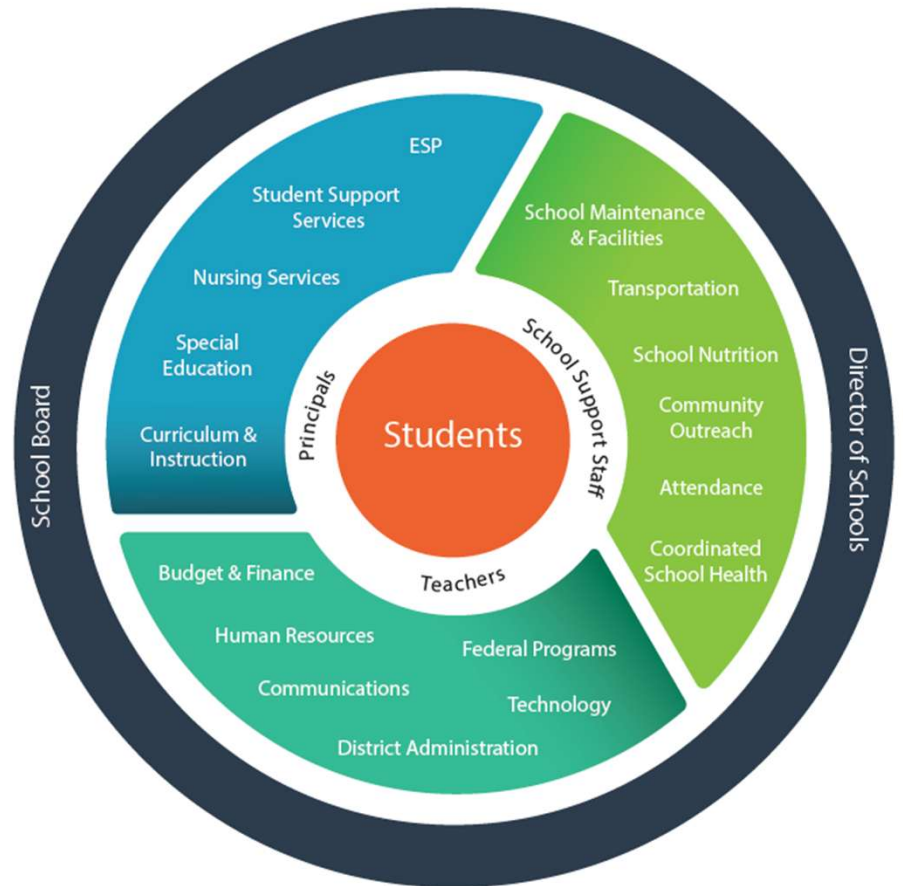
6 Reward Schools - 2023

6 Level Five Schools - 2023

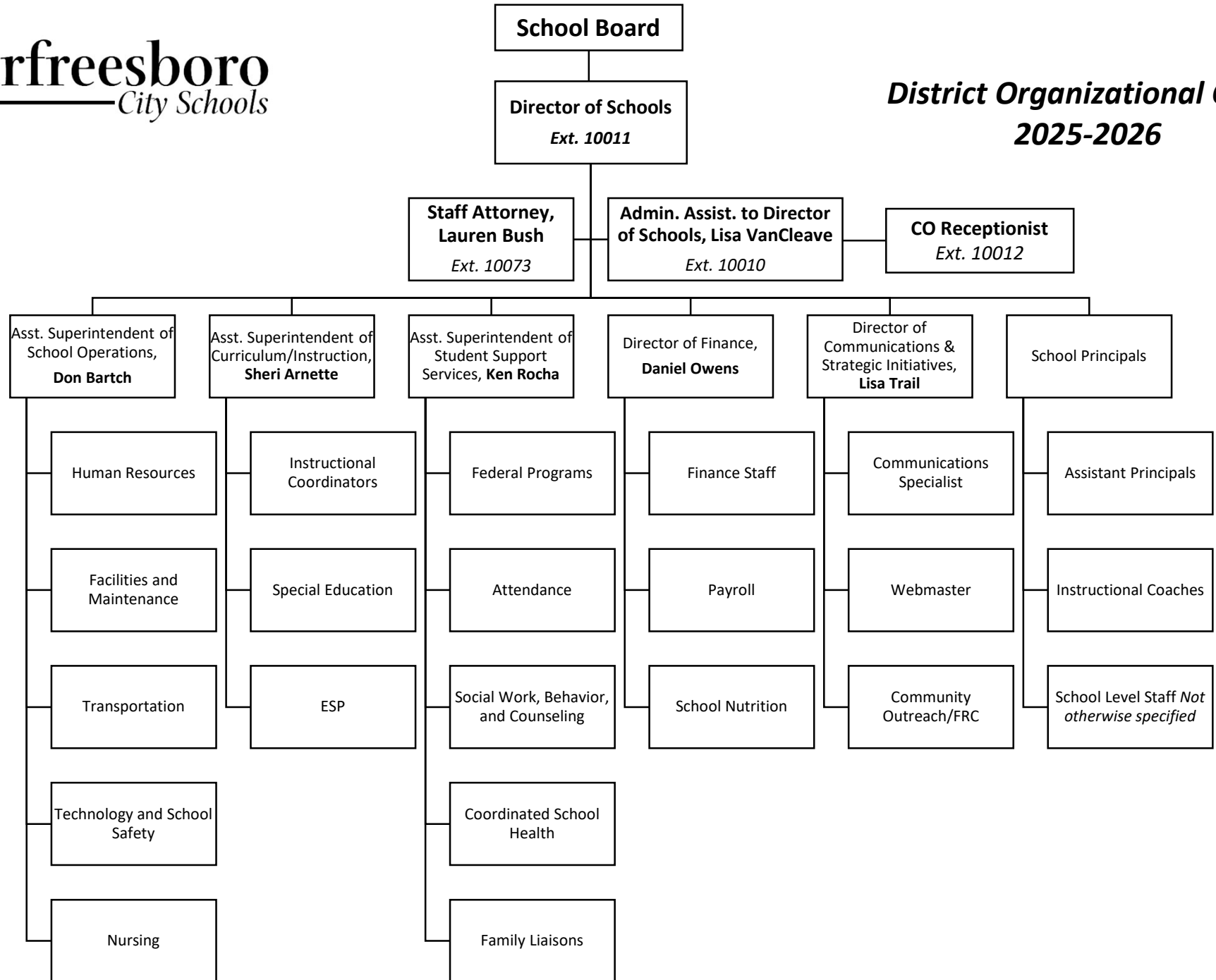
9 Tennessee STEM/STEAM Accredited Schools

Murfreesboro *City Schools*

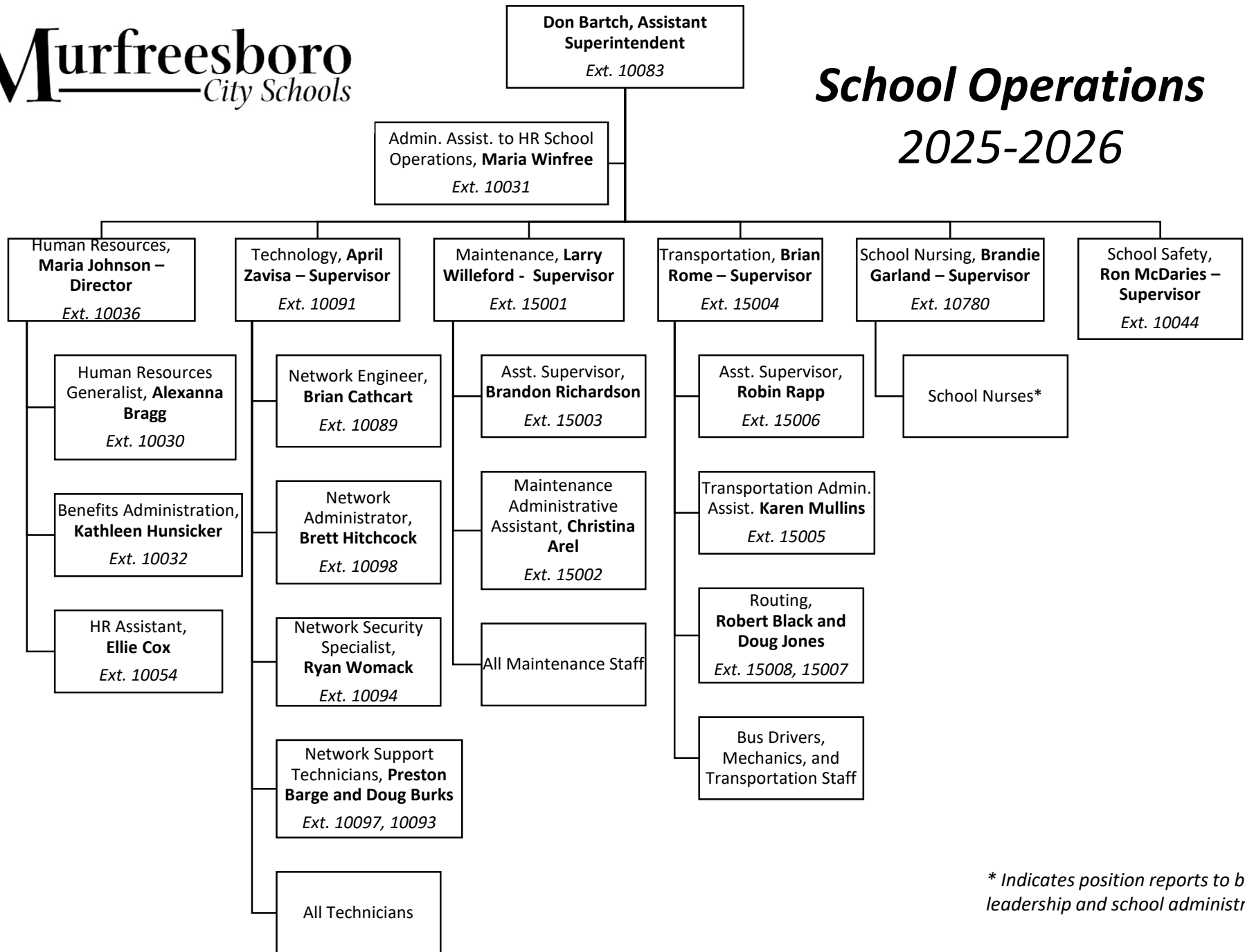
Organizational Chart 2025-2026



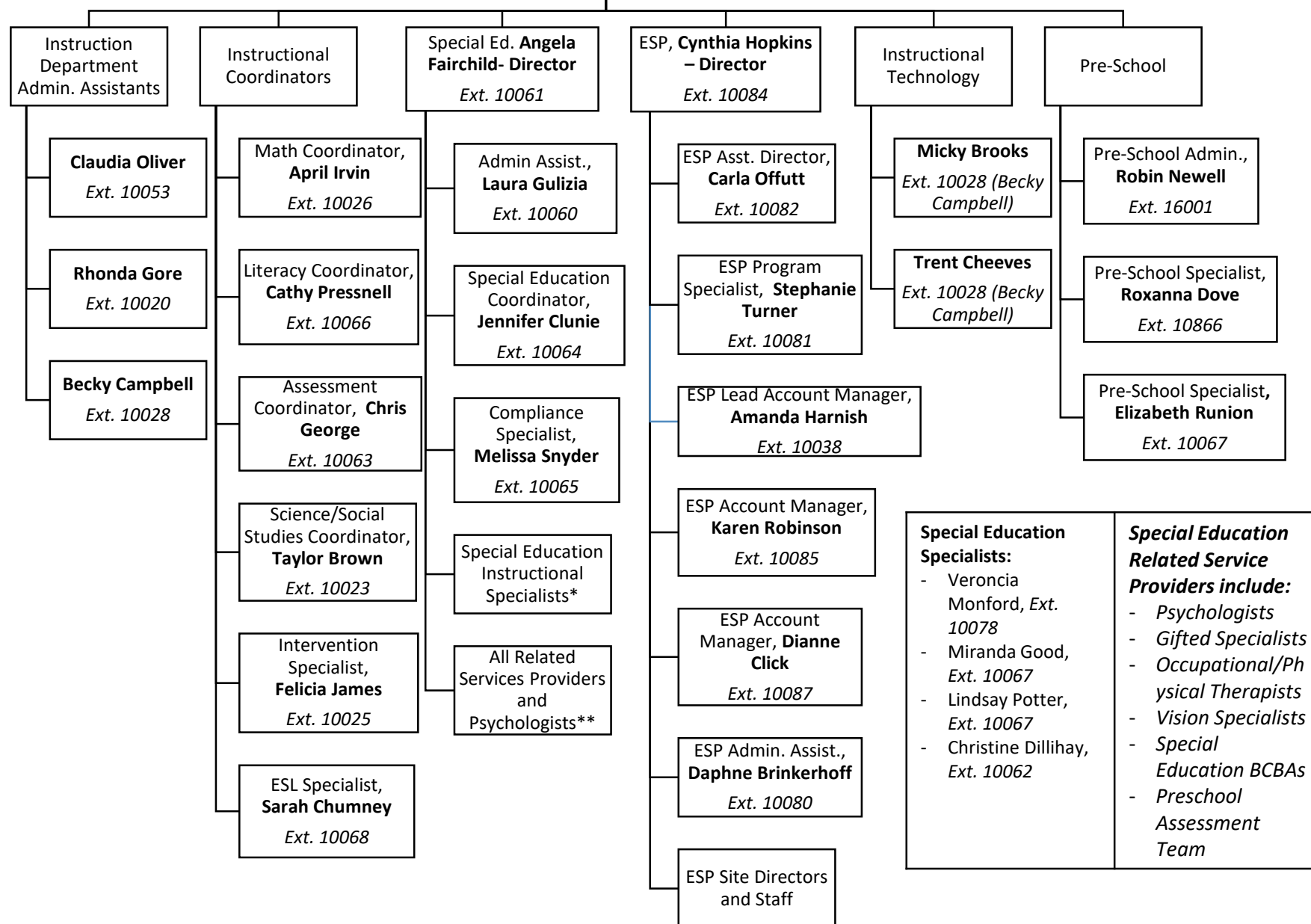
District Organizational Chart 2025-2026



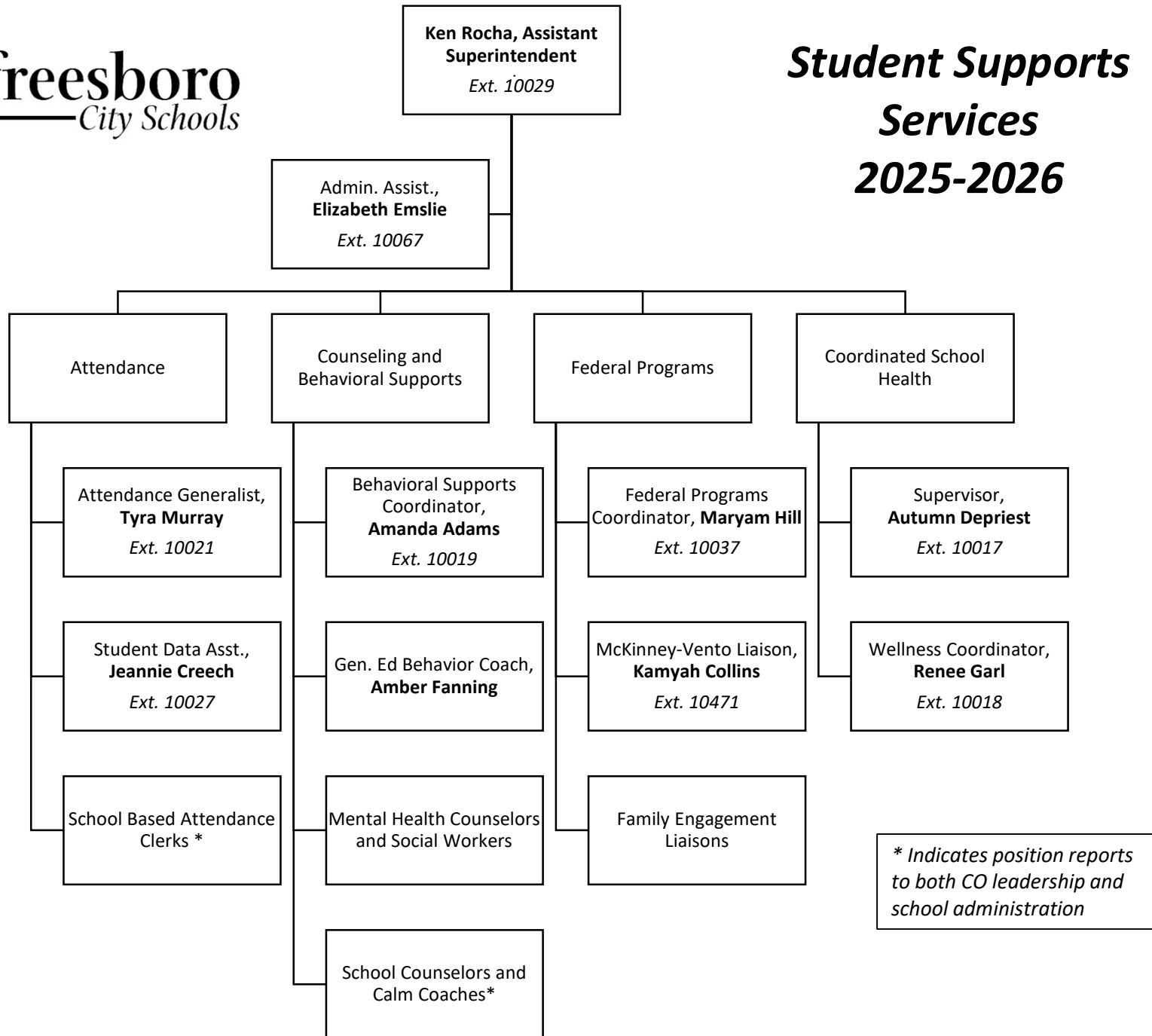
School Operations 2025-2026



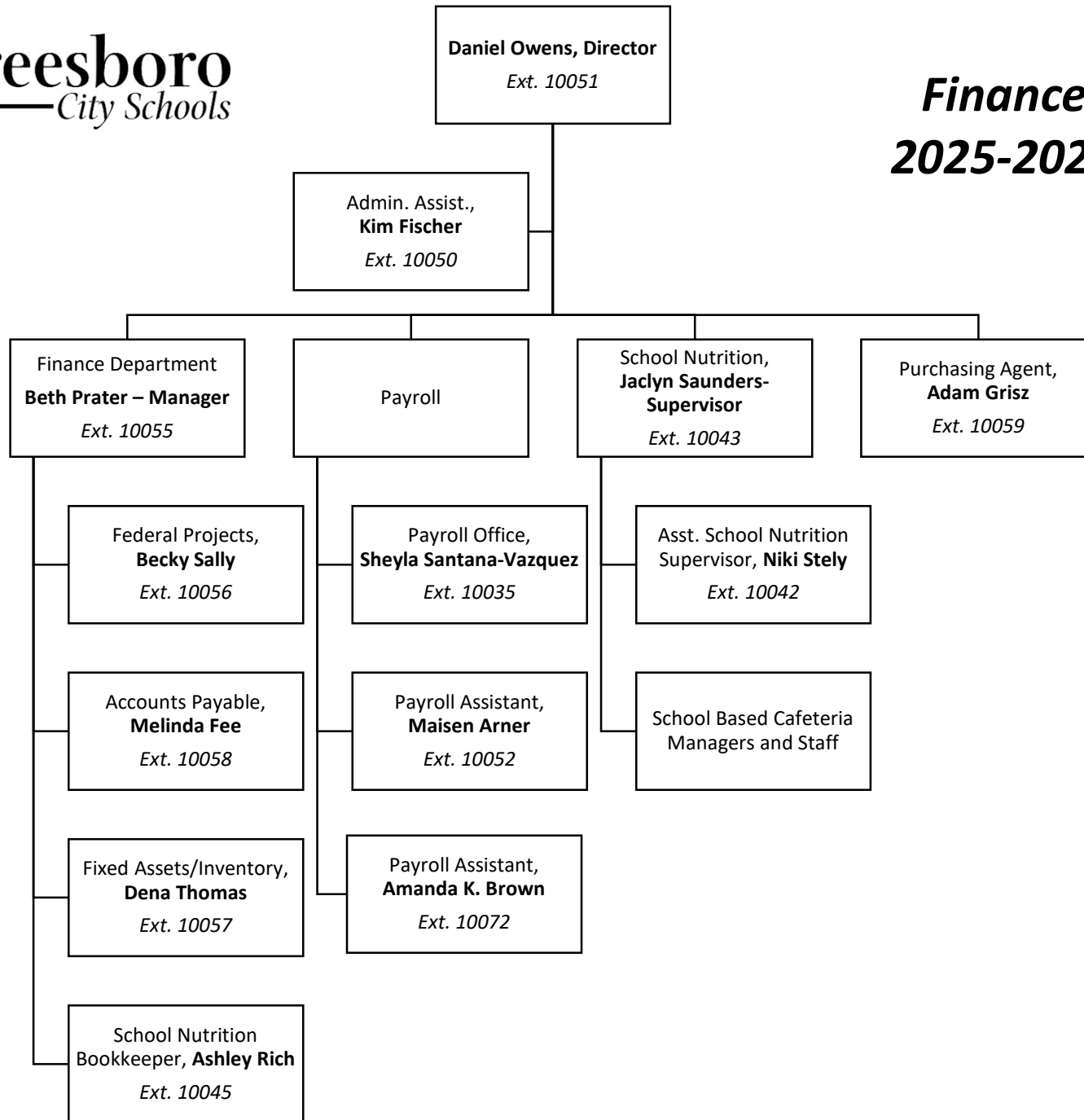
* Indicates position reports to both CO leadership and school administration



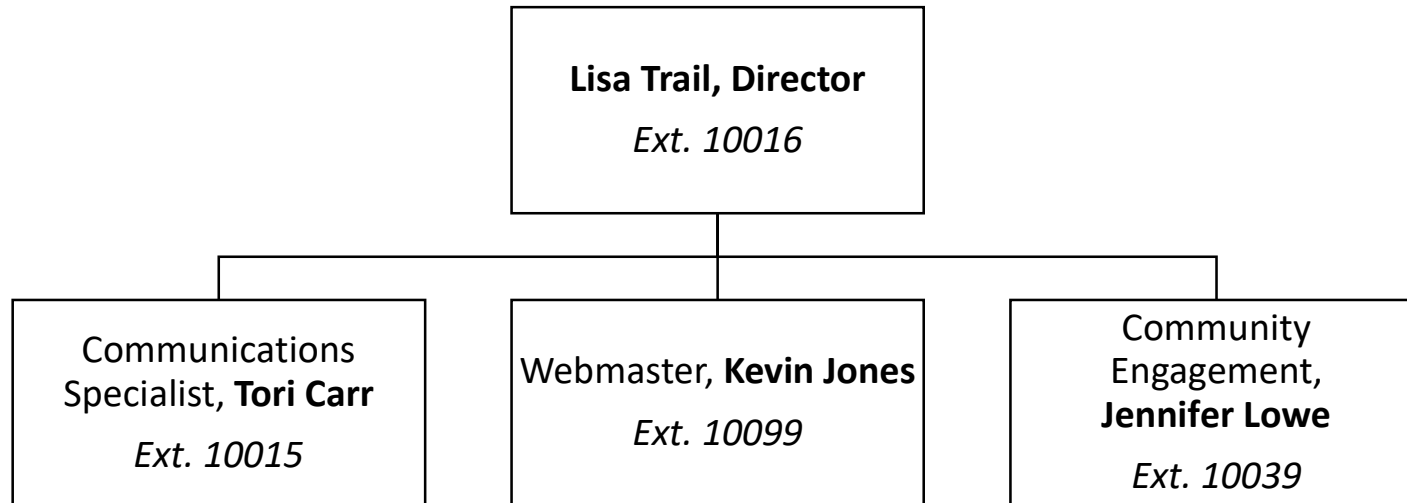
***Student Supports
Services
2025-2026***



Finance
2025-2026



***Communications and Strategic
Initiatives
2024-2025***



Agenda Item Title: Discussion of Board Policy 4.300, Extracurricular Activities

Board Meeting Date: August 26, 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

Board Policy 4.300 guides our practices around extracurricular activities. The district has received a request for an outside group to come in and provide a club activity for our students at one campus. The discussion is to inform the Board on the process and to seek feedback from the Board on how we as a district wish to move forward.

Staff Recommendation

Not an action item

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

Murfreesboro City School Board

Monitoring: Review: Annually, in November	Descriptor Term: Extracurricular Activities	Descriptor Code: 4.300	Issued Date: 07/25/23
		Rescinds: 4.300	Revised: 06/26/18

1 The following guidelines shall be followed in administering school-sponsored extracurricular
2 activities:

- 3 1. All extracurricular activities and clubs must have the approval of the principal.
- 4 2. Student activities occurring before or after regularly scheduled school hours must be under the
5 supervision of the principal or designee.
- 6 3. Secret organizations shall not be operated in any school.
- 7 4. Activities which restrict participation because of race, color, religion, sex, disabilities, or
8 national origin are strictly forbidden.¹
- 9 5. A student shall not be required to attend an extracurricular activity that is scheduled at a time
10 which conflicts with his/her religious practices.²
- 11
- 12 6. Activities sponsored by outside groups or agents will be approved only if they are co-sponsored
13 by the school and meet the guidelines of Board policies and Administrative Directives.
14

15 **STUDENT CLUBS & ORGANIZATIONS³**

16 All students under the age of eighteen (18) shall present a signed and dated statement from their
17 parent/guardian before joining any club or organization or participating in activities of a club or
18 organization. The Director of Schools shall develop administrative procedures outlining this
19 recordkeeping process.

Legal References

1. 20 USCA § 1703
2. TCA 49-6-1002(c)
3. Public Acts of 2023, Chapter No. 353