

Board of Education Regular Meeting

December 12, 2023 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Romel Puckett, a fourth grade student at Black Fox, along with Raiden Jewett, a sixth grade student at Black Fox as well as Eli Bond and Ja'Kayden Reynolds, students at Cason Lane PreK.	
B. Moment of Silence Procedural Item	
II. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
III. COMMUNICATIONS Information Item Thank you to the following for individuals, faith-based organizations, and business partners on helping MCS create a wonderful holiday season for students and their families: North Blvd Band of Brothers North Blvd Youth Group Murfreesboro Police Department General Mills Parks Realty Salvation Army E. Allen MARS, Inc World Outreach Church MCS Staff Reeves Rogers would like to thank First Baptist Church on Castle They are ALWAYS so kind to reach out and ask what we are in need of and fulfill immediately! We don't know what we would do without them!	Mrs. Lisa Trail
A. Recognition of Ms. Ca'Tricia Robinson-TSBA Volunteer of the Year Procedural Item	Dr. Trey Duke
B. The Best of MCS Procedural Item	Dr. Trey Duke
C. Spotlight on Education-Robotics-Lea Bartch Procedural Item	Dr. Trey Duke
D. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 11-28 Board Minutes Consent Item	
B. Approval of 2024-2025 School Calendar on Second Reading	

Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 2.802 Payroll Procedures on First Reading Action Item	Ms. Lauren Bush
B. Recommendation of Zoning Appeal Special Committee by Director Action Item	Dr. Trey Duke
C. Recommendation of Charter School Review Team by Director Action Item	Dr. Trey Duke
D. Approval of Nutrition Budget Amendment-P-EBT Grant Action Item	Dr. Trey Duke
E. Approval of Budget Amendment-TNALL Corp Operating Transfer Action Item	Dr. Trey Duke
F. Approval of Budget Amendment-State Special Education Preschool Grant Action Item	Dr. Trey Duke
G. Approval of FY24 GPS Budget Amendment-Instruction Clerical Action Item	Dr. Trey Duke
H. Approval of the Bus Contract Action Item	Dr. Trey Duke
VI. REPORTS AND INFORMATION Information Item	Chair Butch Campbell
A. Personnel Report Information Item	Dr. Trey Duke
B. Director's Update Information Item	Dr. Trey Duke
VII. OTHER BUSINESS Information Item	Chair Butch Campbell
VIII. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

November 28, 2023 6:00 PM

City Hall Council Chambers

<p>I. CALL TO ORDER Procedural Item Present: Mr. Wesley Ballard, Mr. Butch Campbell, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Absent: Mr. David Settles.</p> <p>Staff: Dr. Trey Duke, Ken Rocha, April Zavis, Adam Bryson, Lisa Trail, Sheri Arnette, Maria Johnson, Sonya Cox, Caitlin Bullard, Emily Spencer, Robin Newell, Don Barch, Kim Williams, Sandy Scheele, and several teachers from all schools that were receiving tenure.</p> <p>Assistant City Attorney Lauren Bush and City Liaison Bill Shacklett</p>	Chair Butch Campbell
<p>A. Pledge of Allegiance Procedural Item</p>	
<p>B. Moment of Silence Procedural Item</p>	
<p>II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. Jimmy Richardson III and seconded by Mr. Wesley Ballard, passed. Yea: 7, Nay: 0</p>	Chair Butch Campbell
<p>III. COMMUNICATIONS Information Item Reeves Rogers would like to thank Mr. Bill Campbell and the 4-6th graders youth group at St. Marks United Methodist Church for donating and planting a tree around our playground.</p> <p>Thank you to Redstone Financial for sponsoring Reeves-Rogers with incentives for our RTI2B program each year. We are so grateful for them!</p> <p>Thank you to Dr. Kates' Classes at MTSU for partnering with our 5th grade Reeves Rogers' students on a writing/technology project. Both sets of students benefit from this.</p> <p>MCS will be hosting a practice robotics competition on December 16 at Overall Creek to help all school teams prepare for the upcoming Vex Robotics Competition</p> <p>Thank you to the MCS Outreach Team for working with our community partners to provide free food boxes to families for Thanksgiving.</p> <p>Thank you to the Tracy Lawrence Foundation - Mission Possible program for providing 100 MCS families with a complete Thanksgiving dinner on Wednesday, November 20.</p> <p>A huge thank you to all of the many people who made the MTSU education day basketball game a tremendous success for our students.</p>	Mrs. Lisa Trail
<p>A. The Best of MCS-Carla Maye-OCE Cafeteria Procedural Item</p>	Dr. Trey Duke
<p>B. Spotlight on Education-Tenured Teachers Procedural Item</p>	Dr. Trey Duke
<p>C. Public Comment</p>	Chair Butch Campbell

Minutes
Page 1 of 4
November 28, 2023
Recorded by L. VanCleave

Procedural Item	
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 11-14 Board Minutes Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 6.3041 Title IX and Sexual Harassment on First and Final Reading Action Item Motion to approve Board Policy 6.3041 Title IX and Sexual Harassment on First and Final Reading. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Ms. Lauren Bush
B. Approval of the 2024-2025 District School Calendar on First Reading Action Item Motion to approve 2024-2025 District School Calendar on First Reading. This motion, made by Ms. Barbara Long and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke explained that this calendar meets all the requirements of Tennessee State law and all guidelines put forth by the Tennessee Department of Education. He told the Board that the start and end dates and breaks coincide with Rutherford County. He said that we have five stockpile days for professional development and eight stockpile days for inclement weather. He said that this calendar was developed from input from the Teacher Advisory Council, parents, and principals. Ms. Donna Kahrr, current TOY from Northfield Elementary and also a member of this year's TAC, came to the podium to explain the process and the role of the TAC for developing the calendar.	Dr. Trey Duke
C. Approval of Bearcom Contract Action Item Motion to approve Bearcom Contract. This motion, made by Ms. Karen Dodd and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
D. Approval of Resolution for Paid Parental Leave Action Item Motion to approve Resolution for Paid Parental Leave. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1 Dr. Duke explained the new law regarding paid parental leave to the Board. Dr. Duke explained that it was recommended that the board adopt a resolution for paid parental leave, and he asked Ms. Bush to explain the reason behind the recommendation. Ms. Bush explained that paid parental leave is a fringe benefit and not included in the compensation package provided to employees. She explained that for a board to approve a fringe benefit to employees, it must be adopted into board policy and then added to the budget during the budget planning process. The State Department will decide what they will reimburse and what they will not reimburse. She added that there is a possibility that we will expend some money that we won't get reimbursed for. Dr. Duke said that we are waiting and listening for ongoing guidance from the State Department. Dr. Duke said that this is a resolution stating that the board understands that in the case where	Ms. Lauren Bush

<p>we perceive that an employee is eligible, and the state comes back and says that they are not, the Board can rest assured that we are following the law and will err on the side of the employee. We will cover all bases and have this resolution in place.</p> <p>Mr. Campbell asked if this resolution is only for licensed employees, and Ms. Bush said that this resolution would cover any funds for licensed employees.</p> <p>Ms. Williams told the Board that the State will run out of funds based on reimbursements. She said that the first quarter reimbursements totalled just over \$84,000 since May 11. Jimmy Richardson asked if this puts us in an unfunded mandated category. Ms. Williams said that she hopes that there will be additional funds appropriated at the State level. Mr. Ballard agreed that it is an unfunded law that we are to do. Ms. Bush stated that it is not unfunded yet, but the law has some need for clarification on the definition of licensed personnel.</p> <p>Dr. Duke said that this is a very positive new law, and we are trying to figure it out with few guidance documents and he would not be surprised if there were not some revisions made to this law. Dr. Duke said that the State allocated funds for this, but the question is did they allocate enough funds based on how the law is now being interpreted.</p>	
<p>E. Approval of Revenue and Expenditure Report Action Item Motion to approve the Revenue and Expenditure Report. This motion, made by Ms. Amanda Moore and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Kim Williams
<p>VI. REPORTS AND INFORMATION Information Item</p>	Chair Butch Campbell
<p>A. Budget Preparation Calendar Information Item</p>	Ms. Kim Williams
<p>B. Enrollment (PTR) Report Information Item</p>	Mr. Ken Rocha
<p>C. Personnel Report Information Item Mr. Ballard asked Mr. Barch about the situation with a shortage of bus drivers. Mr. Barch said that things are about the same. He informed the Board that we have some new drivers trained but also have had some to leave. Mr. Barch stated that we have ten to fifteen drivers that could retire soon, and we are about ten short, but they are all working very hard, and we have only had to delay routes two days.</p>	Dr. Trey Duke
<p>D. Discussion of Internet Safety Measures as per Board Policy 4.406 Information Item</p>	Ms. April Zavisa
<p>E. Inclement Weather/School Closing Procedure Information Item</p>	Ms. Lisa Trail
<p>F. Reports from the TSBA Leadership Conference and Annual Convention Information Item Barbara Long reported that the conference was good with two days of Leadership. Karen Dodd enjoyed the portion of the conference involving Legal Q & A. Ms. Moore enjoyed hearing the topics that were being pushed before the General Assembly and Mr. Richardson stated that it was incredible to be in a room of individuals that care about children.</p>	Chair Butch Campbell
<p>G. Director's Update Information Item</p>	Dr. Trey Duke
<p>VII. OTHER BUSINESS Information Item</p>	Chair Butch Campbell

<p>VIII. ADJOURNMENT Action Item Motion to adjourn at 6:53 p.m. This motion, made by Mr. Jimmy Richardson III and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Chair Butch Campbell</p>
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Director of Schools

MURFREESBORO CITY SCHOOLS
2024-2025 ACADEMIC CALENDAR
DRAFT

JULY 2024

**Wednesday, July 31: School-Based In-service

AUGUST 2024

**Thursday, August 1: District In-service Day

*Friday, August 2: School-Based Admin Day

**Monday, August 5: School-Based In-service

*Tuesday, August 6: School-Based Work Day (Admin)

Wednesday, August 7: Half Day for Students (3 hours, 30 minutes)

Thursday, August 8: First Full Day for Students

Friday, August 9: Grades 1-6 Students, Second Full Day; Kindergarten, Half-Day for A-L

Monday, August 12: Grades 1-6 Students, Third Full Day; Kindergarten, Half Day for M-Z

Tuesday, August 13: Grades 1-6 Students, Fourth Full Day; All Kindergarten Half-Day

Wednesday, August 14: Grades K-6 Full Day

SEPTEMBER 2024

Monday, September 2: Labor Day (Day Out for All)

++Friday, September 20: Stockpile PD Day (Day Out for Students)

OCTOBER 2024

Monday, October 7-Friday, October 11: Fall Break (Days Out for School-Based Personnel)

*Monday, October 21-Parent/Teacher Conferences (Admin) (Day out for Students)

NOVEMBER 2024

++Tuesday, November 5: Election Day/Stockpile PD Day (Day Out for Students)

Monday, November 25-Wednesday, November 27: Thanksgiving Break (Day Out for School-Based Personnel)

Thursday, November 28-Friday, November 29: Thanksgiving Break (Days Out for All)

DECEMBER 2024

Friday, December 20: Student Half Day (3 hours, 30 minutes)

Monday, December 23-Wednesday, January 3: Winter Break (Days Out for School-Based Personnel)

JANUARY 2025

Monday, December 23-Friday, January 3: Winter Break (Days Out for School-Based Personnel)

++Monday, January 6: District In-service Day (*stockpile*) (Day Out for Students)

*Tuesday, January 7: School-Based Admin (Day Out for Students)

Wednesday, January 8: Students Return

Monday, January 20: Martin Luther King, Jr. Day (Day Out for All)

FEBRUARY 2025

++Friday, February 14: Stockpile PD Day (Day Out for Students)

Monday, February 17: Presidents' Day (Day Out for All)

MARCH 2025

++Monday, March 17: Parent/Teacher Conferences (*stockpile*) (Day out for Students)

Monday, March 30-April 4: Spring Break (Days Out for School-Based Personnel)

APRIL 2025

Friday, April 18: Good Friday (Day out for All)

MAY 2025

Monday, May 27: Memorial Day (Day Out For All)

Thursday, May 29: Last Day for Students and Teachers (3 hours and 30 minutes)

The first eight days out for inclement weather will be made up according to state law through a seven-hour school day by stockpiling time. Five of the thirteen stockpiled days are used for staff professional development.

*Board Assigned Administrative Days: the first administrative day is earned through approved summer flex hours.

++Stockpiled in-service days

**In-service days: the fourth and fifth in-service days are earned through twelve (12) approved points.

180 Student Days (5 of these days will be used as stockpiled in-service days++)

5 Board Assigned Administrative Days*

5 In-Service Days**

10 Vacation Days

200

Agenda Item Title: Approval of Changes to Board Policy 2.802 on first reading

Board Meeting Date: December 12, 2023

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Tennessee Code Annotated 50-2-112 requires specific elements to be included or addressed in a local government's policy on payroll procedures, including method of deposit and voluntary deductions. These requirements have been added to Board Policy 2.802.

Staff Recommendation

Approval of changes to Board Policy 2.802 on first reading

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Payroll Procedures	Descriptor Code: 2.802	Issued Date: 11/28/17 01/15/19
		Rescinds: FM 17, 2.803	Issued: 01/01/12

Pay Periods and Payday Schedule

If the end of a pay period falls on a non-working day, employees will be paid on the last working day prior to the end of the pay period. However, checks will be dated to coincide with the end of the pay period. No advance payments of salary shall be made. Payroll procedures shall be as follows:

1. All certified personnel shall be paid on twelve (12) monthly installments.
2. All support personnel that are on the bi-weekly pay structure shall be paid according to the bi-weekly pay schedule as determined prior to the start of each school year.
3. Substitute teachers shall be paid on the same pay date as all hourly personnel.

Method of Payment

Employees are paid through a direct deposit to their banking institution of choice. Employees may change their banking institution for direct deposit at any time.

Payroll Deductions

Specific approval by the Board is required for payroll deductions, except as otherwise provided by law. Any deduction made in compliance with the requirements of federal, State, or local law, such as federal or State withholding income taxes and federal social security taxes may be made without requesting approval from the employee. Otherwise, deductions made from an employee's paycheck are made only upon written authorization of the employee or an order from a court of competent jurisdiction.

Voluntary employee benefit deductions are administered by the Human Resources Department and include, but are not limited to, group medical, dental, vision, life, 403(b), and other appropriate group insurance.

Other voluntary deductions may be approved by the Director of Schools, such as supplemental retirement contributions, United Way donations, or contributions to other quasigovernmental or charitable organizations. Employees may arrange to make contributions to those entities through written authorization signed by the employee. An employee may change or terminate any voluntary salary deduction upon written notification to the Finance Director.

Upon appropriate written authorization, the Board shall make deductions approved by the Board from the salary of the employee. Authorization must be made on forms provided by the Board and filed in the office of the Director of Schools.

An employee may change or terminate any salary deduction upon written notification, to the Director of Schools or his/her designee.

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1 Payroll procedures shall be as follows:

2 1. All certified personnel shall be paid on twelve (12) monthly installments.

3 2. All support personnel that are on the bi-weekly pay structure shall be paid according to the bi-
4 weekly pay schedule as determined prior to the start of each school year.

5 3. Substitute teachers shall be paid on the same pay date as all hourly personnel.
6

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Cross References
Compensation Guides and Contracts 5.110
Resignation 5.204
Retirement 5.205

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Agenda Item Title: Approval of Zoning Committee

Board Meeting Date: December 12, 2023

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Board policy 6.205 requires MCS to have a Zoning Appeal Special Committee to hear zoning and placement appeals made by families. Applications for a hearing request must be made within ten (10) days after the assignment.

Board policy specifies that at least one (1) board member serves on this special committee.

Staff Recommendation

We are recommending the following individuals serve on the Zoning Appeal Special Committee for the 2024 calendar year. This item is reviewed and voted on annually as stated in the annual agenda.

Mr. Jimmy Richardson – Board member (appointed by Board Chairman Campbell)

Ms. Lauren Bush - Assistant City Attorney – Murfreesboro City Schools *nonvoting member

Mr. Ken Rocha – Assistant Superintendent of Student Supports Services *nonvoting member

Ms. Angela Fairchild – Director of Special Education

Ms. Maria Johnson – Director of Human Resources

School Administrator not associated with zoning application

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
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- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: Approval of Charter School Review Team

Board Meeting Date: December 12, 2023

Department: Director of Schools

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

Board policy 1.901 requires MCS to have a board appointed review team in place in the event any charter school applications are filed with the school district.

The role of the Charter School Review Team is to assist in reviewing and evaluating charter school applications and formally recommend one of the following options to the Board for each application: approve, reject, or reject with stipulations for reconsideration.

Board policy 1.901 requires the Charter School Review Team be composed of administrative staff from the district, community members, and a member of the board with relevant educational, organizational, financial, and legal experience.

Staff Recommendation

Approval of the following participants be appointed to this team for the 2024 calendar year. This committee is approved annually.

Ms. Sheri Arnette – Chair, Assistant Superintendent of Curriculum and Instruction

Ms. Lauren Bush – Assistant City Attorney – Murfreesboro City Schools

Ms. Amanda Moore – Board member (appointed by Board Chairman Campbell)

Dr. Angela Hoosier – Community member

Dr. Maryam Hill – Coordinator of Federal Programs

Dr. Cathy Pressnell – Coordinator of Literacy, 3rd – 6th grades

Dr. Caitlin Bullard – Principal, The Discovery School

Ms. Angela Fairchild – Director of Special Education

TBD – Director of Finance

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

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

Agenda Item Title: Nutrition Fund 143 P-EBT Administrative Costs Grant

Board Meeting Date: December 12, 2023

Department: School Nutrition

Presented by: Dr. Trey Duke, Director of Schools

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

The Nutrition Department is seeking Board approval for the Pandemic-Electronic Benefits Transfer (P-EBT) Administrative Costs grant totaling \$3,256 in the FY24 School Nutrition fund. The grant reimburses the School Nutrition fund the administrative costs incurred for the support and delivery of the P-EBT cards to schools or by mail.

The Pandemic-EBT program gave money to eligible families with a student who has missed a meal due to school closures and/or remote learning. P-EBT money is issued on a card that families can use at grocery stores to buy food.

Staff Recommendation

Recommend approval of the budget amendment for new P-EBT grant funds of \$3,256.

Fiscal Impact

There is no change to fund balance.

Connection to MCS's Five-Year Strategic Plan

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Murfreesboro City Schools Budget Amendment (# 3)

School Nutrition Fund 143
Fiscal Year 2023-2024

BOE Approval 12/12/2023
Exhibit A to Resolution No. 23-R-33

NEW P-EBT ADMIN COSTS Grant

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
143 R 47804	P-EBT Administrative Costs Grant	-	3,256	3,256
Total Increase in Revenues		\$ -	\$ 3,256	\$ 3,256
<u>Expenditures</u>				
143 E 73100 355	Nutrition - Travel (Mileage)	7,500	7,600	100
143 E 73100 435	Nutrition - Office Supplies	6,000	7,200	1,200
143 E 73100 719	Nutrition - Office Equipment	42,200	44,156	1,956
Total Increase in Expenditures		\$ 55,700	\$ 58,956	\$ 3,256

CHANGE IN FUND BALANCE (CASH) -

This amendment budgets a new COVID grant in the FY2 School Nutrition fund. The Pandemic-Electronic Benefits Transfer (P-EBT) Administrative Costs Grant reimburses administrative costs incurred in the support and delivery of the P-EBT cards to schools.

Kim Anderson 12.5.2023
Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby W. DeLoe III</i></u>	<u>12/5/23</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY24 GPS Amend the City's TN All Corp Grant Operating Transfer

Board Meeting Date: December 12, 2023

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

This amendment reduces the FY24 Operating Transfer budget to match the City's TN All Corp available balance at June 30, 2023. The amendment also reduces the related labor and benefits to match the City's available balance.

Staff Recommendation

Approve the amendment to reduce the operating transfer and related labor and benefit accounts to the actual available balance of \$165,435.

Fiscal Impact

The MCS available balance of \$165,435 matches the City's available balance of TN All Corp grant funds.

Connection to MCS's Five-Year Strategic Plan

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General Purpose Schools Fund 141
Fiscal Year 2023-24

Adjust City's TN All Corp Operating Transfer

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 49820	Operating Transfer with City (TN All Corp)	323,745	165,435	(158,310)
Total Decrease in Operating Transfers		\$ 323,745	\$ 165,435	\$ (158,310)
<u>Expenditures</u>				
141 E 71100 163	Salaries - Educational Assistant	3,636,921	3,504,798	(132,123)
141 E 71100 201	Social Security	2,599,625	2,591,433	(8,192)
141 E 71100 204	State Retirement	2,686,857	2,670,778	(16,079)
141 E 71100 212	Employer Medicare	607,981	606,065	(1,916)
Total Increase in Expenditures		\$ 9,531,384	\$ 9,373,074	\$ (158,310)

CHANGE IN FUND BALANCE (CASH)

This budget amendment adjusts the City's TN All Corp operating transfer to the available balance of \$165,435. The available balance matches the City's operating transfer to MCS.

[Signature] 12.5.23

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<i>Bobby N Duke III</i>	Date
Declined	<input type="checkbox"/>		<i>12/5/23</i>
		Director of Schools	

Agenda Item Title: TDOE State Special Education Preschool Grant

Board Meeting Date: December 12, 2023

Department: Special Education

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

MCS has been awarded the State Special Education Preschool Grant. This new, recurring grant will supply funds to provide additional supports to students with disabilities while in inclusive settings. The funds will allow MCS to provide:

- Two calm coach positions to work exclusively with Preschool.
- A behavior coach specifically for Preschool
- One-week MTSU course/Praxis for nine of our IPK teachers to receive the endorsement for dual certification which will allow us to increase the number of blended classrooms
- In-class consultation/coaching with the STAR program
- Funds will also pay for instructional materials, book studies, and substitutes

Staff Recommendation

The Special Education department is recommending approval of the State Special Education Preschool Grant.

Fiscal Impact

The grant revenues will be \$263,082.73 for FY24 with consistent amounts expected in future years.

Connection to MCS's Five-Year Strategic Plan

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

General Purpose Schools Fund 141
Fiscal Year 2023-24

State Special Education Preschool Grant

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 46515	State of TN - Early Childhood Education	1,063,812	1,326,895	263,083
Total Increase in Revenues		\$ 1,063,812	\$ 1,326,895	\$ 263,083
<u>Expenditures</u>				
141 E 71200 163	Salaries - Educ Assistant (2 Calm Coaches)	3,204,000	3,256,000	52,000
141 E 71200 195	Salaries - Substitute Teachers	150,000	153,000	3,000
141 E 71200 201	Social Security	698,090	551,730	3,640
141 E 71200 204	State Retirement	698,035	704,435	6,400
141 E 71200 206	Life Insurance	22,000	22,100	100
141 E 71200 207	Medical Insurance	1,434,000	1,454,000	20,000
141 E 71200 208	Dental Insurance	50,000	50,600	600
141 E 71200 212	Employer Medicare	128,185	129,045	860
141 E 71200 499	Other Supplies and Materials	20,000	77,243	57,243
Sub-Total Special Ed Instruction		\$ 6,254,310	\$ 6,398,153	\$ 143,843
141 E 72220 189	Other Salaries Wages - Behavior Coach	368,300	437,300	69,000
141 E 72220 201	Social Security	84,480	88,880	4,400
141 E 72220 204	State Retirement	80,790	85,590	4,800
141 E 72220 206	Life Insurance	3,500	3,600	100
141 E 72220 207	Medical Insurance	136,000	146,000	10,000
141 E 72220 208	Dental Insurance	4,450	4,750	300
141 E 72220 212	Employer Medicare	19,760	20,800	1,040
141 E 72220 524	In-Service / Staff Development	26,000	55,600	29,600
Sub-Total Special Ed Support Services		\$ 723,280	\$ 842,520	\$ 119,240
Total Increase in Expenditures		\$ 6,977,590	\$ 7,240,673	\$ 263,083

CHANGE IN FUND BALANCE (CASH)

-

To budget the FY24 State Special Education Preschool grant of \$263,083. The grant will allow MCS to provide behavioral supports to preschool students with disabilities, as well as academic support in inclusive settings. The budget includes salaries and benefits for 2 full-time Calm Coaches, 1 full-time Behavior Coach, substitute teachers, stipends for nine Integrated PreK teachers to receive endorsement for dual certification to allow for blended classrooms, in-class consultations, instructional supplies, professional development.

[Signature]

12.5.2023

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<i>[Signature]</i>	12/5/23
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY24 GPS Budget Amendment to move clerical position to Instruction Department

Board Meeting Date: December 12, 2023

Department: Finance

Presented by: Dr. Trey Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

The Finance Department seeks approval of a budget amendment totaling \$45,249 to move one full-time clerical position from the Operation of Plant/Custodial Department to the Instruction Department. Custodial services were outsourced in April 2023. This position was approved in the FY24 budget process and has no impact on fund balance.

Staff Recommendation

Recommend approval of the budget amendment to re-allocate funds between two major budget categories.

Fiscal Impact

The budget amendment re-allocates funds between two major budget categories and has no impact on fund balance.

Connection to MCS's Five-Year Strategic Plan

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

General Purpose Schools Fund 141
Fiscal Year 2023-24

Move Custodial Clerical Position to Instruction Department

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Expenditures</u>				
141 E 72210 161	Salaries - Clerical	38,440	74,951	36,511
141 E 72210 201	Social Security	105,315	107,580	2,265
141 E 72210 204	State Retirement	124,995	129,438	4,443
141 E 72210 212	Employer Medicare	24,630	25,160	530
141 E 72210 299	Fringe Benefits	9,000	10,500	1,500
	Sub-Total Regular Ed Support	\$ 302,380	\$ 347,629	\$ 45,249
141 E 72620 161	Salaries - Clerical	81,080	44,569	(36,511)
141 E 72620 201	Social Security	81,220	78,955	(2,265)
141 E 72620 204	State Retirement	159,425	154,982	(4,443)
141 E 72620 212	Employer Medicare	18,995	18,465	(530)
141 E 72620 299	Fringe Benefits	7,500	6,000	(1,500)
	Sub-Total Operation of Plant	\$ 348,220	\$ 302,971	\$ (45,249)
Total Increase in Expenditures		\$ 650,600	\$ 650,600	-

CHANGE IN FUND BALANCE (CASH) -

To move the full-time Custodial clerical position from the Operation of Plant budget category to the Instruction Department. This position was approved during the FY24 budget process. Custodial services were outsourced in April 2023.

Kim Linneman 12.5.2023

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby N. J. Dukes III</u>	<u>12/5/23</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: Approval of Contract ITB-19-2024 to Purchase a 48-Passenger Special Education Bus

Board Meeting Date: December 12, 2023

Department: Transportation

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
 - Action Item
 - Reports and Information
-

Summary

Murfreesboro City issued ITB-19-2024 on October 24, 2023, to purchase a 48-passenger special education bus with wheelchair accessibility. Mid-South Bus Center, Inc. was the respondent with the lowest bid of \$150,850.00. Following Board approval, the contract will also be submitted to City Council for approval due to the bus being purchased with county shared bonds.

This purchase of an additional bus was included in the five-year capital plan that was approved by the Board on September 5, 2023.

Staff Recommendation

Approval of Contract ITB-19-2024 to Purchase a 48-Passenger Special Education Bus

Fiscal Impact

\$150,850.00 - County Shared Bonds.

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

**Bid Tabulation Sheet
For
ITB-19-2024 - 48 Passenger Transit Style Special Education Bus**

Contractors	Price	Iran Divestment/Non-Boycott of Israel	References	Signature Sheet	Non-Collusion/Drug-Free	Debarment Certification	Employee Background Check	Vendor Info Sheet
Mid-South Bus Center	\$150,850.00	Yes	Yes	Yes	Yes/Yes	Yes	Yes	Yes
Unipak Corp.	NO BID							

Recommend Award to: Mid-South Bus Center

Amount of: \$150,850.00

Bid Opened by: Megan Strode / Senior Purchasing Analyst

Agreement for 48 Passenger Transit Style Special Education School Bus

This Agreement is entered into and effective as of _____, 2023, ("Effective Date") by and between the **City of Murfreesboro**, a municipal corporation of the State of Tennessee (the "City"), and **Mid-South Bus Center, Inc.**, a Corporation of the State of Tennessee ("Contractor").

This Agreement consists of the following documents:

- This document
- ITB-19-2024 – "48 Passenger Transit Style Special Education School Bus," issued October 24, 2023 (the "Solicitation");
- Contractor's Proposal, dated November 7, 2023 ("Contractor's Proposal");
- Contractor's Price Proposal, dated November 7, 2023 (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and City shall purchase one (1) 48 Passenger Transit Style Special Education School Bus based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-19-2024 – 48 Passenger Transit Style Special Education School Bus."

2. Term.

The term of this Agreement commences on the Effective Date and expires on January 31, 2024, unless extended by mutual agreement of Contractor and the City or earlier terminated as set forth herein Termination. Prior to the delivery of the equipment, this Agreement may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the City.
- b. For the convenience of Contractor, provided that Contractor notifies the City in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the City has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the City for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the City has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Payment and Delivery.

The price for the equipment, products, or services to be provided under this Agreement is set forth in the Price Proposal, reflecting a **price of One Hundred Fifty Thousand, Eight Hundred Fifty Dollars and No Cents (\$150,850.00)**. **This pricing reflects the total cost of acquisition, including delivered equipment and products that are operational for the intended purpose and any services necessary in the delivery of the equipment, and includes all costs to the City's requested delivery location.** The City agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted to accountspayable@murfreesborotn.gov with a copy to the Contact person.

- 4. Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.

- 5. Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the City: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, and (ii) upon request, an endorsement naming the City as additional insured under the terms of the policy as follows: "The City of Murfreesboro, Tennessee, its officers, employees, contractors, consultants, and agents."

6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the City, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
- c. Copyright, Trademark, Service Mark, or Patent Infringement.
 - i. Contractor, at its own expense, is entitled to and has the duty to defend any suit which may be brought against the City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor will indemnify, defend, and hold harmless the City against any award of damages and costs made against the City. The City will provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information

and reasonable cooperation, assistance and authority from the City in order to enable Contractor to do so. The City reserves the right to participate in the defense of any such action. Contractor has the right to enter into negotiations for and the right to effect settlement or compromise of any such action provided (i) any amounts due to effectuate fully the settlement are immediate due and payable and paid by Contractor; (ii) no cost or expense whatsoever accrues to the City at any time; and (iii) such settlement or compromise is binding upon the City upon approval by the Murfreesboro City Council.

- II. If the products or services furnished under this Agreement are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - a. Procure for the City the right to continue using the products or services.
 - b. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to the City, so that they become non-infringing.
 - c. Remove the products or discontinue the services and cancel any future charges pertaining thereto; provided however, Contractor will not exercise this option until Contractor and the City have determined that each of the other options are impractical.
- III. Contractor has no liability to the City if any such infringement or claim thereof is based upon or arises out of the use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, the use of the products or services in a manner for which the products or services were neither designated nor contemplated, or the claimed infringement in which the City has any direct or indirect interest by license or otherwise, separate from that granted herein.

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

If to the City of Murfreesboro:
City Manager
City of Murfreesboro
111 West Vine Street
Murfreesboro, TN 37130

If to Contractor:
Mid-South Bys Center, Inc.
Attn: Chuck LaLance
3512 Bill Smith Drive
Murfreesboro, TN 37129
clalance@thebuscenter.com

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent

between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
13. **Non-Discrimination.** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.
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. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the City contracts.
15. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer does not release Contractor from its obligations hereunder.
16. **Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
17. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

- 18. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 19. **Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 20. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the City prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.
- 21. **Iran Divestment Act of Tennessee.** By submission of the Contractor’s Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that Contractor is not on the list created pursuant to Tenn. Code Ann. §12-12-106.
- 22. **Non-Boycott of Israel.** By submission of the Contractor’s Quote, Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not boycott Israel during the term of contract. This applies to contracts of \$250,000 or more and to contractors with ten (10) or more employees.
- 23. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the City and is thereafter effective as of the date set forth above.

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

City of Murfreesboro, Tennessee

Mid-South Bus Center, Inc.

By: _____
Shane McFarland, Mayor

DocuSigned by:
By Chuck Lalance _____
Chuck Lalance, Co-Owner

Approved as to form:

DocuSigned by:
Adam F. Tucker
Adam F. Tucker, City Attorney

2. BID SPECIFICATIONS

2.1. Scope of Project

The purpose of this Invitation to Bid (ITB) is to procure one 48 Passenger Transit Style Special Education School Bus for Murfreesboro City Schools based on the specifications provided in Section 2.2. All prices shall be quoted F.O.B. Murfreesboro, TN, and delivery to the MCS location shall be without additional charge. Bid response must include anticipated delivery date and show number of days required for delivery under normal conditions. Failure to state delivery time may result in the bid response being disregarded. Vendor must keep the Office of Assistant Superintendent of Operations advised at all times of status of order. The Vendor must complete the bus specification sheet and Bid Form and supply and deliver the following equipment and accessories, using the specifications listed in Section 2.2.

2.2. Specifications

Bidder to complete this form and the following specification sheet, along with the Bid Form on page 13.

	Bus Specifications	YES	NO	Explain Exceptions
Year Model	New 2023 or later model transit-style school bus	✓		2024 or Newer
Seating Capacity*	To be delivered as 48 passenger + 1 Wheelchair + Driver, but convertible to 42 passenger + 2 Wheelchair + Driver, and convertible again to 36 passenger + 3 Wheelchair + Driver	✓		Seat plan is attached + Included.
Delivery	Guaranteed delivery to Murfreesboro City Schools bus garage by date included in bid response	✓		IN or before January, 2024.
Manuals	Owner's Manual included	✓		
Warranty	12 to 24 months w/24,000 or more miles bumper to bumper	✓		
Engine Warranty	5 years/ 100,000 miles	✓		
Transmission Warranty	7 years unlimited miles	✓		
Towing coverage	Engine problems minimum two years	✓		
Mobile Repair Service	Must include 24-hour response and on-site service for warranty repairs	✓		
Recommended Parts Stock List	Include a list of parts with pricing of suggested stock parts	✓		attached and included
State of Tennessee and Federal School Bus Standards	Buses shall meet all current state of Tennessee and federal minimum standards for school buses. Factory direct deliveries are not acceptable. Product must have a pre-delivery inspection at an in-state facility. Payment will not be made until bus passes the state's inspection process.	✓		

*Flexibility in seat spacing to accommodate special devices is necessary to meet passenger requirements. All seating shall meet the requirements of FMVSS No. 222, School Bus Passenger Seating and Crash Protection.

BUS SPECIFICATION SHEET		100% meets specs,	
Specifications		Check	
Body-Chassis		YES	NO
CHASSIS			
Axle Ratio	Gears to go 75mph and governed at 70mph	✓	
Air compressor	Minimum of 18.7CFM	✓	
Air Dryer	Bendix AD-IP with heater	✓	
Air tanks	3 or 4 tanks to exceed 5,850 cubic inch capacity	✓	
Air tanks	Remote skirt mtd access door to drain all air tanks	✓	
Alternator	Minimum 240 amp A.C. Delco <i>Leece Neville</i>		✓
Axle, Front	13,200 lbs. w/synthetic lubed hubs	✓	
Axle, rear	20,000 lbs. w/synthetic lubed hubs	✓	
Batteries	Three group 31 w/3000 CCA minimum	✓	
Batteries	Battery tray to include heavy duty roller ball bearings	✓	
Battery	Battery cut-off switch located in battery compartment	✓	
Block Heater	Minimum 750 watt w/receptable mtd to frt fender area	✓	
Body Length	Body not to exceed 40' long	✓	
Brakes	Air operated front and rear <i>5" & 7"</i>	✓	
Brakes	ABS	✓	
Bumper 3/16" steel, Front	Reinforced w/air or <u>electric</u> operated crossing arm w/retainer	✓	
Bumper 1/4" steel, rear	Reinforced	✓	
Driveline	Guards around each shaft	✓	
Engine Rating	Minimum 220 HP and 600 ft. lbs tg	✓	
Engine Type	Incline 6-cylinder diesel	✓	
Engine Warranty	5 years - 100K miles	✓	
Engine Exhaust brake	Include turbo engine exhaust break, i.e. Jake Brake	✓	
Exhaust	Left side under bumper	✓	
Frame	50,000 lbs. psi	✓	
Fuel Filter	Spin on type at the engine	✓	
Fuel/ Water separator	Heater Racor w/see through bowl	✓	
Fuel Tank	100 gal between frame rails, include protective skid plate	✓	
Fuel Tank	Include fuel door and sender access plate at interior floor	✓	
Fuel Tank	Fuel door to include positive thumb latch	✓	
High/low idle switch	Dash mounted	✓	
Instruments	Speedometer, voltmeter, oil pressure, dual air gauges	✓	
Instruments	Hour meter, Transmission temperature gauge	✓	

		YES	NO
Instruments	Cruise control	✓	
Instruments	Heavy-duty turn signal steering column mtd	✓	
Instruments	Air filter restriction indicator, tachometer, fuel gauge	✓	
Radiator	Shall be stationary and shall not include swing out feature to avoid potential leaks	✓	
Shocks	Front and rear	✓	
Suspension, front	Springs front suspension w/13,200 lbs. minimum GVWR	✓	
Suspension, rear	Air ride rear suspension w/23,000 lbs. minimum GVWR	✓	
Stability control	To include electronic stability control	✓	
Starting aid	Grid heater	✓	
Steering wheel	Tilt & telescope	✓	
Tires	Front and rear tires to be balanced and aligned	✓	
Tires	Front and rear to be highway tread	✓	
Tires	Michelin or Hankook	✓	
Tow Hooks	Front & rear mounted	✓	
Transmission	Allison PTS 2500 Series automatic w/6 speeds & reverse	✓	
Transmission	With internal or external cooler, and water filter	✓	
Transmission	To include Allison "Fuel Sense" for maximum MPG efficiency	✓	
Wheel Base	232"		✓
Wheels	Disc hub piloted, 22.5 x 8.25 painted black <i>std piloted</i>		✓
Wiring	Color and number coded	✓	
Wiring	Include manual re-setting circuit breakers for body items	✓	
BODY			
Access Panel	Access panel below driver's window with lock	✓	
Access Panels	3 - Located below windshield & must include locking device	✓	
Air horn	Roof mounted Air Horn	✓	
Assist Rail	include left and right side assist/handrails at stepwell	✓	
Backing horn	112 DBS- installed under rear bumper area	✓	
body Clips	All body mounts to be double bolted for maximum strength	✓	
Cell phone power outlet	Driver's dash area mounted	✓	
Defroster fans	Three 6" dash mounted fans	✓	
Door, emergency	Upper & Lower glass, 3 point latch, & retainer	✓	
Door, entrance	Outward opening, air operation w/ 3 position switch	✓	
Door, entrance	Include vandal lock located in electrical comp below driver's window	✓	
Document Holder	6" x 9" document holder mounted at front header	✓	
Driver's Storage	Driver's storage pouch at rear of driver's seat	✓	
Driver's Storage	Glove box mounted right side front dash area lock & key	✓	
Fenders	Front & rear rubber fenders over each wheel well	✓	
Header Storage	Safety compartment in front header – 10" x 42" minimum	✓	
Emergency exits	4 - push out windows with buzzers <i>2-PO window</i>		✓
Emergency exits	2 - roof hatches w/buzzers	✓	

155" w/B

		YES	NO
Flooring	Black koroseal	✓	
Flooring	Metal aisle trim	✓	
Flooring	Black koroseal over wheel housings	✓	
Flooring	5/8" exterior grade plywood subfloor glued down	✓	
Headroom	Minimum 78 inches	✓	
Heaters	Min. 91K BTU front w/removable filter	✓	
Heaters	Min. 15K BTU driver's foot heater or 50K BTU stepwell heater	✓	
Heaters	Min. 84K BTU rear w/removable filter behind rear axle	✓	
Heaters	Include heavy-duty heater metal booster pump for rear heater	✓	
Heaters	List total heater BTU's offered	✓	190,000 BTU's
Heaters	Dual heater cut off and dash mounted water regulator valve	✓	
Identification	Black letters: "Murfreesboro City Schools", Bus Numbers	✓	
Identification	6" numbers, sides, front, rear	✓	
Identification	3 yellow vinyl year model numbers "2022" on rear bumper	✓	
Identification	3' Bus #'s and "Murfreesboro City Schools" on roof-black	✓	
Insulation	2" fiberglass insulation in roof, & front, rear, and side walls	✓	
Insulation	1/2" sound absorbing foam installed under driver toeboard	✓	
Insulation	Noise reduction pkg. include perforated ceiling driver's area	✓	
Lights	Side mounted directional	✓	
Lights	4" red strobing LED wired to brakes & warnings mid rear door	✓	
Lights	Dome lights to be LED include driver's and stepwell	✓	
Lights	Exterior LED lights mounted at entrance door	✓	
Lights	Headlights w/daytime running and alternating w/warnings	✓	Strobing Stabig LED
Lights	Warning lights to be halogen bulbs with individual hoods		✓
Lights	Clearance & cluster lights to be LED	✓	
Lights	Front and rear amber directionals 7" w/arrows Arrow dot included		✓
Lights	Rear roof mounted strobe light w/guard	✓	
Lights	16 light minor mounted front bulkhead area	✓	
Mirrors	Interior - 8" x 30" clear with integrated back up camera monitor that automatically comes on when the bus transmission is shifted into reverse	✓	
Mirrors	Exterior - all to be heated & remote controlled	✓	
Mud flaps	Front and rear mud flaps full length	✓	
Noise switch	Maintained switch - dash mounted	✓	
Paint roof	Roof to be painted white	✓	
Paint roof	Area above side windows shall be yellow and white only	✓	
Parts Report	Copy of complete bus parts printout	✓	
Radio	AM/FM/PA/CD w/ 8 speakers	✓	
Reflective Tape	"SCHOOL BUS" front and rear caps to be reflective	✓	
Reflective Tape	Reflective tape at all exits, rear, sides full length	✓	
Reflectors	To be mechanically attached	✓	

		YES	NO
Roof bows	One Piece	✓	
Roof rails	Roof crash rails mounted inside roof panels	✓	
Rub Rails	Provide Four Rubrails all painted black	✓	
Rub Rails	Include bumper and window wrap around rub rails	✓	
Safety	Fire extinguishers, body fluid kit, flares, First Aid kit	✓	
Safety	Windshield hammer and seat belt cutter	✓	
Safety	All Out warning device to include dome lights activation	✓	
Safety Compartment	Flares to be mounted in bulkhead compartment	✓	
Seat Barriers	Include 5 pocket barrier cover on right side	✓	
Seat frames	Frames to be black powder coated and belt ready	✓	
Seat Space	26" minimum spacing	✓	
Seat Space	Include floorplan demonstrating 26" spacing	✓	
Seats/Driver	High back, air operated with shocks	✓	
Seats/Driver	Include tilt back, fabric insert, adjustable back, and heated seat cushion	✓	
Seats/Driver	Right and left side arm rest	✓	
Seats/Driver	Florescent Orange lap and shoulder belt	✓	
Seats/Passenger	39" DOT fire block upholstery - brown or gray	✓	
Side Panels	Interior - Aluminized steel side walls	✓	
Solenoid	Disconnect all body circuits	✓	
Stepwell	3 steps, include stepwell guard under entrance door	✓	
Stepwell	To include white floor step nosing	✓	
Stoparm	Reflectorized upper & lower strobing & LED lights	✓	
Vents	2 - driver's fresh air & static roof vent	✓	
Windows, Passenger	Black aluminum frames, 12" opening w/dark tint include rear	✓	
Windows, Driver	Double sliding, aluminum sash, tempered	✓	
Windshield	Two-piece curved for maximum driver sight, tinted & shaded	✓	
Windshield	2 grip handles above windshield	✓	
Wipers	Dual switches with high, low & intermittent speeds	✓	
Wiring	Color & number coded	✓	
Wiring/Accessory	12-volt outlet for cell phone in instrument panel	✓	
Circuit Breakers	Manually resetting breakers for body and chassis	✓	
Zonar	Zonar V3 GPS hardware mounted in driver's storage area	✓	
Air conditioning	126K BTU total, MCC Brand, front inwall and rear inwall evaporators, skirt mtd condensers, dash vent evaporators, and dual compressors	✓	

**PURCHASING DEPARTMENT
BID FORM**

BID: 48 Passenger Transit Style Special Education Bus **Date:** 11/7/2023

INSTRUCTIONS:
All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, delivery, freight, and any other standard equipment necessary to provide this service. The City is not subject to sales tax.

NAME OF DEALER: Mid-South Bus Center, Inc.

Address of Dealer: 3512 Bill Smith Drive, Murfreesboro, TN. 37129

Sales Contact Name, Phone, Email: Chuck Lalance (615) 890-6368 Chuck@thebuscenter.com

Bus Model: New 2024 Thomas Safe-T-Liner EFX 1018S - 49 passenger Special Education School Bus

Signature:

Quantity		Item	Price EACH
1	1	48 Passenger Transit-Style Special Education School Bus	\$ <u>150,850.00</u> each
		For camera w/ 6 heads compatible w/ M-BOARD City Current fleet installed →	add \$3750.00 each

★ I only have one bus available at this price and specifications written in this bid.

TBB Order # 1216055 only.

Chuck Lalance
11/7/23

Human Resources Personnel Report 11/17/2023 - 12/05/2023

Certified Hires

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>
Surbeck	Winter	11/28/2023	ESE	4th Grade Teacher
Sexton	Leah	12/4/2023	BF	1st Grade Teacher

Certified Interims

no new interims

Classified New Hires

<u>Last Name</u>	<u>First Name</u>	<u>Start Date</u>	<u>Location</u>	<u>Position</u>
Charland	Samantha	11/27/2023	MNS	School Nurse
Fuller	Tiara	11/28/2023	RR	EA

Certified Resignations/Retirements/Terminations

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>	<u>Tenure Y/N</u>
Feralin	Jennifer	11/28/2023	ESE	4th Grade Teacher	N
Parks	Sarah	12/4/2023	CO	SLP	N

Classified Resignations/Retirements/Terminations

<u>Last Name</u>	<u>First Name</u>	<u>Last Day</u>	<u>Location</u>	<u>Position</u>
Lawless	Wendy	11/17/2023	HG	EA
Liggins	Kavious	11/20/2023	MNS	SPED EA
Hackney	Brittany	11/30/2023	DS	ESP Site Director
Argueta	Jose	12/4/2023	SHOP	Bus Asst.